

**2009 - 2011 AGREEMENT**

between

THE CORPORATION OF THE CITY OF NORTH BAY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 122

(Inside and Outside Employees)

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between  
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and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 122

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THIS AGREEMENT MADE THIS            DAY OF            2009.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH BAY  
- hereinafter called the "Corporation"

**OF THE FIRST PART**

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 122  
- hereinafter called the "Union"

**OF THE SECOND PART**

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, to encourage efficiency in operations, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

2.01(i) The Corporation recognizes the Canadian Union of Public Employees and its Local 122 as the sole and exclusive collective bargaining agent for all its employees save and except, Administrative Assistant-CAO, Administrative Assistant-HR, Assistant City Solicitor, Municipal By-Law Officer, Infrastructure Engineer, Chief Admin. Officer, Chief Building Official, Chief Financial Officer, Chief Plan Examiner, City Clerk, Community Event Facilitator, Computer Technician(s), Coordinator-Financial Reports, Coordinator-Recreation, Coordinator-Waste Services, Database Spec Jr./Site Specific, Database Specialist Jr., Database Specialist Sr., Deputy Fire Chief(s), Development Engineer, Development Planner/Gap Officer, Dir. of Park/Rec. & Leisure Serv., Director-Human Resources, Director-I.S., Director-Water & Wastewater, Economic Dev Officer-BRE, Economic Dev Officer-Tourism, Exec. Assistant-Mayor and CAO, Fire Chief, G.I.S. Specialist, Human Resources Assistant (Pay), Human Resources Coordinator, Human Resources Assistant (Benefits), Intermediate Municipal Engineer, Law Clerk, Legal Secretary, Manager-Acct/Deputy Treasurer, Manager-Arenas & Facilities, Manager-Budgets, Manager-Recreation & Leisure Services, Manager-Corporate Support/Services, Manager-Current Operations, Manager-Economic Development, Manager-Environmental Services, Manager-Finance & Admin., Manager-Health & Safety, Manager-Parks & Facilities, Manager-Planning Services, Manager-

Purchasing, Manager-Revenues & Taxation, Manager-Roads Traffic & Fleet, Manager-Facilities & Projects Water & Wastewater, Manager-Transit, Managing Dir-Corp Serv./City Sol, Managing Dir-Community Serv., Managing Dir-Eng Serv. & Works, Network Specialist Jr., Network Specialist Sr., Pollution Control Officer, Sr. Infrastructure/Spec Project Engineer, Sr. Planner(s)/Current Operations, Operations Manager-Water & Wastewater Serv., Supervisor(s) Water & Wastewater, Supervisor-Accounting, Supervisor-Arenas, Supervisor-Construction Serv., Supervisor(s)-Engineering Serv., Supervisor-Facilities, Supervisor-Facilities & Proj., Supervisor-Fleet Maintenance, Supervisor-Human Resources, Supervisor-Maintenance, Supervisor-Parks, Supervisor-PO, Supervisor-Revenue & Taxation, Supervisor(s)-Roads, Supervisor-Traffic & Building, Supervisor(s)-Transit, Zoning Administrator, Fire Department Personnel (except Clerk Steno(s)), Recreation Coordinator, Driver or Owner of Hired Trucks, Recreation Program Staff, Canteen Worker, Crossing Guard, Security Guard, Day Student Employee, Part-time Arena Employee (normally employed less than 24 hours weekly), Students Hired During School Vacation Periods, Outdoor Rink Attendants Persons Hired Under Government Subsidized Programs.

- (ii) "DAY STUDENT EMPLOYEE" shall mean a full-time day student in a recognized school under the Ontario Department of Education who is used in a job-training program established by his/her school and employed without wages during the normal school year. His/her term of employment shall not exceed one hundred and sixty (160) hours during any calendar year or any other term of employment mutually agreed to by the parties. It is agreed that his/her employment shall not be construed to cause discharge of any member of the staff.
- (iii) "PROBATIONARY EMPLOYEE" shall mean a newly-hired employee who will not be placed on a seniority list until they have completed three (3) months employment with the Corporation, during which period the Corporation may assess whether the employee is suitable to be retained as an employee. Upon completion of the probationary period their seniority will be computed from the last date of hiring. A probationary employee's employment may be terminated by the Corporation without recourse to the Grievance Procedure. Periods of absence in excess of ten (10) working days shall not be included in the three (3) month probationary period and the probationary period shall be extended in consideration of such time lost.

Pursuant to Article 10.14, in the event a Probationary employee is successful on bidding to a posted position, a new three (3) month probationary period will begin the day such employee is assigned to the position.

- 2.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimentation or in emergencies when regular employees are not available.
- 2.03 No person covered by this Agreement shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

### ARTICLE 3 - CORRESPONDENCE

- 3.01 All correspondence between the parties arising from this Agreement *or* incidental thereto shall pass, except as provided for elsewhere in this Agreement, to and from the Director of Human Resources and the Secretary of the Union.

E-mail correspondence between the Corporation and Union is acceptable so long as the individual sending the correspondence sets up an automatic acknowledgement as provided for under the e-mail software program.

- 3.02 The Union shall be notified of all appointments, hiring's, lay-offs, recalls and termination of employment involving employees in the bargaining unit.

### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Corporation retains the right to manage all services and to direct the work of employees, including the right to hire, promote, transfer and lay off employees subject to the provisions of the Agreement, and to discipline, suspend, discharge and demote employees *for just cause*.
- 4.02 The Corporation has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent or contrary to the terms of this Agreement. No change to the rules and regulations shall be made by the Corporation without prior written notice to the Union, and such changes shall be posted on all the Corporation's bulletin boards.
- 4.03 The Corporation agrees that the 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 - NO DISCRIMINATION

- 5.01 The Corporation and the Union agree that there shall be no discrimination, interference, restriction, coercion or intimidation exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, age, creed, colour, national origin, political or religious affiliation, sex, transgender or marital status, nor by reason of his membership or activity in the Union.

## ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 It is agreed by the parties hereto that the employer shall deduct Union dues on all gross earnings of each new employee within the bargaining unit, from date of hire. The Corporation shall provide the Union with a monthly statement of the regular earnings paid to employees of the bargaining unit from whom dues have been deducted.
- 6.02 The Corporation agrees to deduct the dues from the earnings of each employee in the amounts certified by the Union to be currently in effect according to its constitution and by-laws.
- 6.03 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a duplicate list of the names of all employees from whose wages the deductions have been made.
- 6.04 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save harmless the Corporation against any claim for liability arising out of or resulting from the operations of this section.

## ARTICLE 7 - UNION REPRESENTATION

- 7.01 (i) The Corporation will recognize eight (8) stewards and a Chief Steward who shall be employed in the bargaining unit. The number and distribution of stewards may be altered by agreement from time to time, as conditions change.
- (ii) A Grievance Committee of three (3) employees, of whom one (1) shall be President of the Local or his representative, a second shall be the Chief Steward and a third shall be the steward concerned with the grievance.
- (iii) A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Corporation as appointees of the Corporation and not more than six (6) members of the Union as appointees of the Union. The Union will advise the Corporation of the Union's nominees and any changes thereto.
- 7.02 Representatives of the Union shall not suffer any loss of pay or benefits for time involved in negotiations with the Corporation during the employee's regular working hours.
- 7.03 The stewards and members of the Committee shall be employees of the Corporation. The Union shall advise the Corporation of the names of its officers, the stewards and members of its Grievance and Bargaining Committees and any changes thereto.
- 7.04 Meetings between the Corporation and Union Committees shall be held at times mutually agreeable to both parties. However, such meetings must be held not later than thirty (30) calendar days after the request has been given.
- 7.05 Any employee elected or appointed to represent the Union in dealings with the Corporation shall be granted leave of absence without loss of normal pay sufficient to attend to the business for which the leave is requested, provided such leave does not seriously interfere with the efficiency of operation of the Department.
- 7.06 It is understood that a Steward has his/her regular work to perform on behalf of the Corporation and that he/she will not leave his/her work without first obtaining permission from his/her immediate supervisor exempt from the scope of the bargaining unit. Such permission shall not be unreasonably withheld.



- 7.07 The Union shall have the right at any time to have any assistance when dealing or negotiating with the Corporation and the Corporation shall have the right to have any assistance when dealing or negotiating with the Union.

Excluding Arbitration, each party shall give a minimum of three (3) working days notice to the other in the event that assistance will be used and it is intended that such assistance is for the purpose of ensuring compliance with the terms of the Collective Agreement.

## ARTICLE 8 – SENIORITY

- 8.01 In all cases of promotions, demotions, transfers and recalls, seniority shall be the governing factor provided the senior employee is qualified and competent to do the work.
- 8.02 (a) The Corporation shall prepare annually in January of each year a list of all employees covered by this Agreement. Such list shall include: the name, classification, and seniority date of the employees in the bargaining unit as at December 31, 1981, based on the length of service with the Corporation. Effective January 1, 1982, all employees entering the bargaining unit shall be placed on such list and his/her seniority shall be based on the length of service in the bargaining unit. A copy of this seniority list shall be provided to the Union in January of each year and copies posted on the Corporation bulletin boards.
- (b) Protests with regard to the above mentioned list shall be submitted, in writing, to the Director of Human Resources within thirty (30) calendar days of the date the list is posted on the Corporation's bulletin boards. When proof of error is presented by the employee or his representative such error will be corrected and when so corrected the agreed upon correction date shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes to the seniority standing shall be made.

The Union shall be notified immediately in writing of any protest concerning the posted seniority list.

When an employee is absent from work for the entire thirty (30) calendar day period mentioned above, he/she may protest his/her seniority standing within the first thirty (30) calendar days following his/her return to work.

- 8.03 (a)(i) An employee who accepts a permanent position outside the bargaining unit shall not be required to pay union dues beyond the date of transfer. Such employee shall retain his/her seniority acquired to the date of leaving the unit including a probationary period of six (6) months and

he/she shall not accumulate any further seniority beyond this period of six (6) months.

Upon expiration of the six (6) months probationary period, the employee shall lose all bargaining unit seniority rights.

The Employer shall notify the employee and Union, in writing, a minimum of thirty (30) days before the expiration of the six (6) month probationary period to ensure that the employee is fully aware of the terms of this clause.

If an employee chooses to return to the bargaining unit during the aforementioned six (6) month period, he/she shall have the right to revert to his/her former department, classification and rate, as shall any other employee who was promoted or transferred by reason of such placement.

- (ii) If an employee accepts a temporary position or relieves in a position outside the bargaining unit for a period of twelve (12) months the employee shall continue to pay union dues and he/she shall retain his/her seniority acquired to the date of leaving the unit including the above mentioned twelve (12) month period and he/she will not accumulate any further seniority beyond this period twelve (12) months, If the employee returns to the bargaining unit within twenty-eight (28) months of leaving he/she shall be placed in a position consistent with his/her revised seniority. However, such return shall not result in a lay-off or bumping of any employee holding greater seniority. At the expiration of the twenty-eight (28) month period of temporary relief, the employee shall lose all seniority rights. The Employer shall notify the employee and the Union, in writing, a minimum of thirty (30) days before the expiration of the twenty-eight (28) month period in order to ensure that the employee is fully aware of the terms of this clause.
- (iii) The Employer shall notify the Union, in writing, of all appointments with respect to 8.03 (a) (i) and 8.03 (a) (ii).

(b) No employee shall be transferred to a position outside the bargaining unit without his/her consent.

8.04 Except as provided in Clauses 19.02, and 23.02 an employee absent from work because of illness, accident, lay-off or leave of absence approved by the Corporation shall not lose seniority rights. He/she shall only lose seniority in the event:

- (1) He/she is discharged for just cause and is not reinstated;

- (2) He/she resigns;
- (3) He/she is on lay-off and fails to return to work from a lay-off within fourteen (14) calendar days after notification by registered mail at his/her last known address on the Corporation's records. It shall be the responsibility of the employee to keep the Corporation informed of his/her current address;
- (4) He/she is laid off for a continuous period exceeding twenty-four (24) months calculated from the date of lay-off;
- (5) He/she fails to return to work on the first regular work day following the expiration of a leave of absence without providing a valid reason for his failure to do so;
- (6) He/she is absent from work more than three (3) consecutive work days without notifying his/her immediate Department Head, or fails to provide a valid reason for his/her failure to do so.

8.05 An employee whose service with the Corporation is interrupted to serve with the Canadian Armed Forces during a time of hostility shall be considered to be on leave of absence without pay. Seniority earned to the commencement of the leave of absence shall be retained and the employee shall continue to accumulate seniority during this term of service with the Forces, provided such seniority rights *are* asserted within ninety (90) days of his/her discharge.

## ARTICLE 9 - LAY-OFFS AND RECALLS

- 9.01(a) Lay-off and Recall Procedure: Both parties recognize that job security for employees shall be increased in proportion to length of service. Therefore, in the event of a lay-off, employees in each classification shall be laid off in *the reverse order of their seniority*. An employee designated to be laid off shall have recourse to the bumping procedure, provided that he/she is capable of performing the work in the classification into which he/she *is* bumping.
- (b) Employees designated to be laid off shall displace the junior person within a classification for which the employee is qualified and competent,
  - (c) For the purpose of this article, *it* is further understood that:

A permanent full-time employee will first bump:

- 1. In a permanent full-time position, if no position is available then,
- 2. In a permanent part-time position with the same hours, if no position is available, then,

3. In a temporary position if no permanent position is available.

It is further understood that a part-time employee may bump into full-time status.

(d) Unless otherwise provided, an employee, who has completed his/her probationary period may exercise seniority onto a temporary position or temporary vacancy so long as such vacancy is expected to be in existence for at least (30) working days from the date of layoff.

- 9.02 Employees shall be recalled in the order of their seniority, provided the employee being recalled is qualified to perform the work available.
- 9.03 No new employees shall be hired until those laid off have been given an opportunity of recall, provided the employee being recalled is qualified to perform the work available.
- 9.04 Unless legislation is more favourable to an employee, the Corporation shall provide an employee about to be laid off with at least ten (10) working days' notice prior to the effective date of lay-off. If the employee has not had the opportunity to work this period of notice of lay-off, he/she shall be paid in lieu of work for that part of the notice during which work was not made available to him/her.
- 9.05 In order that the operations of the Union will not become disorganized when lay-offs are made, members of the local Executive Board, Chief Steward and Stewards shall be the last persons laid off in their respective classifications during their terms of office.

## ARTICLE 10 - JOB POSTING

- 10.01 New positions and vacancies which the Corporation intends to fill shall be posted on the bulletin boards for a period of seven (7) working days excluding any statutory holidays.
- 10.02 Employees included in Appendix "A" shall not be eligible to apply for temporary positions occurring in Appendix "B" and employees included in Appendix "B" shall not be eligible to apply for temporary positions occurring in Appendix "A".
- 10.03 (a) Upon ratification of settlement dated November 2<sup>nd</sup>, 2004, employees newly appointed to positions that require the Corporation to provide legislated training or upgrades, or any other position mutually agreed upon by both parties, will be required to remain in such positions for a period of twelve (12) months, unless otherwise mutually agreed.
- (Note: It is understood, that this clause does not apply to employees occupying such positions prior to the ratification of the Collective Agreement.)
- (b) The positions affected by this include:
- Arena 1
  - Sewer & Water Operator in Training (OIT) and above
  - Building Inspectors / Property Standards
  - Other positions mutually agreed upon
- (c) Upon ratification of this Agreement dated June 24, 2009 employees hired into the Transit Department will be ineligible for bidding to any outside posted position for a period of twelve (12) months from their date of hire.
- 10.04 If no suitable candidate applies to a job posting, the job may be filled by the Corporation from among other employees or by new hiring.
- 10.05 The postings shall show the classification vacant, the days of work, and the hours of work, and the minimum requirements of the job and the wages to be paid. Where the vacancy is of a temporary nature, the job posting shall show the anticipated duration of the vacancy.

Temporary positions shall be a position established or a vacancy in a permanent position, which the Corporation intends to fill, for a period of twelve (12) months or less. This period may be extended beyond twelve (12) months on mutual agreement between the parties. Agreement to an extension of this period will not be unreasonably withheld.

In the event a temporary vacancy or temporary position is filled for a period of twelve (12) consecutive months, or longer if extended under mutual agreement, the position will either be posted as permanent or discontinued. In the event the position is posted permanent, should the permanent employee originally assigned to the position return; such employee will return to the position and the other employee will be eligible to exercise their seniority as per Article 9 except that such employee will be unable to exercise seniority over the returning employee.

- 10.06 (a) An employee who wishes to apply for any posted vacancy or new position shall make application, in writing, to the Director of Human Resources on forms supplied by the Corporation for this purpose during the period of seven (7) working days mentioned in 10.01 and shall set out his education, skills and qualifications in the submitted application. Applicants who do not include specific information pertaining to the requirements of the position will not be considered, unless the omission is of a minor nature and is justifiable.

(Note: The Corporation agrees to include wording on the job posting advising that applicants not providing detailed information will not be considered.)

- (b) Upon filling the posted position, the Corporation shall post on a quarterly basis, the name of the successful applicant.

- 10.07 Employees successful on bidding to a temporary position or temporary vacancy will not be eligible to apply for another temporary position or temporary vacancy until the completion of their current temporary position or vacancy. On completion of the temporary position, the employee will revert to their previous permanent position, as shall any other employee who was promoted or transferred by reason of such placement.

In the event an employee does not have a permanent position, such employee will be placed on the part-time list.

- 10.08 The Corporation shall not be prevented from temporarily filling any position during the initial and subsequent posting periods.

- 10.09 In this Article, vacancies shall mean those vacancies anticipated to extend beyond thirty (30) working days.

- 10.10 An employee accepted for a posted position shall be placed in the position for a trial period of thirty (30) working days maximum. If his/her performance is judged unsatisfactory by the Corporation during this period, he/she shall be reverted to his/her former classification, department and rate, as will any other employee in the bargaining unit who was promoted or transferred by reason of

such placement. During the trial period, the employee shall be provided a reasonable opportunity to familiarize himself/herself with the job.

- 10.11 An employee reserves the right to revert to his/her previous job classification, department and rate within the thirty (30) working day trial period. If such employee elects to revert to their previous position, the employee will be ineligible to bid on a posted position for a period of thirty (30) working days.
- 10.12 If an employee is successful in bidding to a position within a trial period, or if an employee returns to a previous position under the trial period provisions, the employer may fill the position by selecting from among other qualified applicants who applied to the original posting. In the event this occurs on two (2) occasions involving the same position, the Corporation will repost the position following the second occurrence.
- 10.13 The thirty (30) working days trial period may be extended by agreement of the parties concerned.
- 10.14 Probationary employees may submit applications to posted positions. In the event a probationary employee is successful on bidding to a posted position; a new probationary period will be applied.
- 10.15 New Hirings - In instances when a regular full-time employee is not available or is not expected to be available for a period in excess of thirty (30) working days and the Corporation intends to fill such vacancy, it shall be posted in accordance with the provisions of clause 10.01 of this Agreement.

If the successful applicant holds a part-time classification in the bargaining unit, and if the position applied for is anticipated to be available for a period of less than three (3) consecutive months, the employee shall retain his/her part-time classification during the period of temporary full-time employment, and he/she shall continue to receive payment in lieu of benefits as set out in clause 26.01 (a) Appendix "C" to this Agreement.

If the successful applicant holds a part-time classification in the bargaining unit, and if the position applied for is anticipated to be available for a period in excess of three (3) consecutive months, the employee shall be considered to be a full-time employee for the period of the relief assignment. As such, he/she shall be eligible to participate in the employee group benefit plans set out in Article 26 to this Agreement on the same basis as a regular full-time employee, for so long as he/she holds the temporary position. Upon completion of the temporary position or temporary vacancy, the employee shall revert to part-time status. The employee's participation in the benefit plans shall be terminated at the time he/she reverts to part-time status and, thereafter, he/she shall be eligible to receive payment in lieu of benefits as set out in Clause 26.01 (b) of Appendix "C" to this Agreement.

If no suitable candidate applies, the Corporation may fill the vacancy from among other employees or by a new hiring. If the vacancy is filled by a new hire, the following provisions shall apply:

- (i) If the vacancy is for an anticipated period of less than three (3) consecutive months, the individual hired shall be classified as part-time and he/she shall be eligible to receive payment in lieu of benefits as set out in clause 26.01 (a) of Appendix "C" to this Agreement.
- (ii) If the vacancy is for a period in excess of three (3) consecutive months, the individual hired shall be considered a full-time employee for the period of the relief assignment. As such, he/she shall be eligible to participate in the employee group benefit plans on the same basis as a regular full-time employee. Upon completion of the temporary position or temporary, the employee's status shall be changed to part-time in the same classification held as a temporary full-time employee. The employee's participation in the group benefit plans shall be terminated upon his/her being converted to part-time and, thereafter, he/she shall be eligible to receive payment in lieu of benefits as set out in clause 26.01 (b) of Appendix "C" to this Agreement.

10.16 On written request, the employer will explain to the senior unsuccessful applicant to a bulletined position, the reason(s) he/she was not selected for the posted position.

## ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 It is agreed that all grievances shall be taken up as promptly as possible after the matter of occurrence giving rise to such grievances. Further, it is agreed that no employee or group of employees shall be permitted to take a grievance to Council or any member of Council.

11.02 STAGE 1: The employee concerned, together with his/her steward, shall take up any grievance with his/her immediate supervisor within ten (10) working days of the event upon which the grievance is based. The supervisor will give his/her decision within five (5) working days.

STAGE 2: If not settled at Stage 1, the grievance may, within five (5) working days, be submitted by the Grievance Committee, together with the employee concerned, to the Department Head or his/her designated representative, who shall reply within two (2) working days.

STAGE 3: If not then settled, the Grievance Committee, accompanied by the employee, shall within ten (10) working days take the matter up with the Chief



Administrative Officer and the Director of Human Resources at which time a written statement of the grievance and the decisions in the preceding stages of the procedure shall be tabled. Failing settlement within twenty (20) working days from the stage 3 grievance meeting, the matter may be referred to Arbitration.

- 11.03 In the event of a group of employees (three (3) or more) having similar alleged grievances; they shall be taken up by the Grievance Committee starting at Stage 2.
- 11.04 Any difference arising directly between the Union and the Corporation concerning the interpretation or violation of the terms of provisions of this Agreement may be submitted by either party to the other at Stage 2.
- 11.05 In determining the time within which any step is to be taken under the foregoing provisions of this Article: Saturdays, Sundays and paid holidays shall be excluded. Any and all time limits fixed by this Article may at any time be extended by agreement in writing between the Corporation and the Union.
- II.06 At any stage of the Grievance Procedure, including Arbitration, conferring parties may have the assistance of the employees concerned and any necessary witnesses *and* all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view disputed operations and to confer with the necessary witnesses.
- 11.07 When a grievance which affects an employee's rate of pay is settled in his/her favour, it shall be made retroactive to the time the incident occurred.
- 11.08 All grievance submissions and replies shall be in writing at all stages.
- 11.09 The Corporation shall supply the necessary facilities for the grievance meetings.

## **ARTICLE 12 - ARBITRATION**

- 12.01 When either party requests that a grievance be submitted to Arbitration, the request shall be made within ten (10) working days following the Chief Administrative Officer's reply at Stage 3 by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) working days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairman.

- 12.02 If the recipient of the Notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman/woman within seven (7) days of the appointment, the appointment shall be made by the Minister of Labour upon the request of either party.
- 12.03 The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and render a decision within forty-five (45) days following completion of the hearing.
- 12.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.
- 12.05 Each party shall pay:
1. The fees and expenses of the Arbitrator it appoints;
  2. One-half of the fees and expenses of the Chairman.
- 12.06 The time limits fixed in the Arbitration procedure may be extended by consent of the parties.
- 12.07 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

### **ARTICLE 13 - DISCIPLINE/SUSPENSION/DISCHARGE CASES**

- 13.01 No employee shall be discharged, suspended or disciplined without just cause. Such employee and the Union shall be advised promptly in writing by the Corporation of the reason for such action.
- 13.02 Should it be found, upon investigation, that an employee has been unjustly discharged, suspended, or disciplined, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge, suspension or discipline, or by any other arrangement as to compensation which is just and equitable in

the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

13.03 In instances when an employee has been issued a written warning by the Corporation and no further disciplinary action is required during the following twenty-four (24) month period, such written warning shall be stricken from the employee's record and will not be used by the Corporation when considering any future disciplinary *action*.

When an employee **is suspended** from **work** for **disciplinary reasons such discipline will** remain on file ~~for~~ a period of **60 months** provided there **is no** further **disciplinary** action.

## ARTICLE 14 - HOURS OF WORK

14.01 (a) The hours of work for all employees covered by this Agreement shall be as set out in the following schedule:

EMPLOYEES	HOURS	DAYS
(i) All employees (except as herein- after provided)	8 hours per day between 0730 hrs. and 1600 hrs. with one-half hour for lunch	5 days a week, Monday to Friday, inclusive
(ii) Salaried employees Public Works and Parks & Recreation salaried personnel at Lee Park, Engineering and Survey Field Staff)	7 hours per day between 0830 hrs. and 1630 hrs. with one hour off for lunch	5 days per week, (excluding Monday to Friday, inclusive
(iii)(a) Clerk-Steno Public Works Office	7 hours per day, 0800 hrs. to 1600 hrs. with one hour for lunch	5 days per week, Monday to Friday, inclusive
(iii)(b) Dispatch/Public Works Office	SHIFT A: 0700 hrs. to 1500 hrs	5 days per week Monday to Friday, inclusive
	SHIFT B: 1500 hrs. to 0100 hrs. 0800 hrs. to 1800 hrs.	Monday, Tuesday, Saturday Sunday
	SHIFT C: 1500 hrs. to 0100 hrs. 0700 hrs. to 1700 hrs.	Wednesday, Thursday, Friday Saturday
(iii)(c) Transportation & Works Clerk	7 hours per day 0830 hrs. to 1600 hrs.	5 days per week Monday to Friday, inclusive

with ½ hour for lunch

(iv) Arena Maintenance  
Person I & II

Memorial Gardens (ice season): four (4) consecutive ten (10) hour shifts weekly - full rotation of shifts.

SHIFT A: 0800 hrs to 1800 hrs.

SHIFT B: 1500 hrs. to 0100 hrs.

SHIFT C: 2200 hrs. to 0800 hrs.

Memorial Gardens (other than ice season): ten (10) hour shifts, four (4) consecutive shifts per week, Monday to Friday inclusive.

West Ferris & Pete Palangio Arenas (ice season): 4 consecutive ten hour shifts per week - full rotation of shifts.

SHIFT A:  
0630 hrs. to 1630 hrs.

SHIFT B:  
1630 hrs. to 0230 hrs.

West Ferris & Pete Palangio Arenas (other than ice season): ten (10) hour shifts, four (4) consecutive shifts per week, Monday to Friday inclusive.

(v) Transit Operators	In accordance with transit schedules which may vary from time to time as transit schedules are revised. Notwithstanding the above, the parties agree that the regular hours of work for Transit Operators shall not be less than 38.5 hours per week, on average, over the full rotation of crews.	Any 5 days per week Sunday to Saturday inclusive, with a full rotation of shifts.
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(vi) Spare Board Transit Operator	In accordance with Schedules established from time to time	As scheduled
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(vii) Labourers - Downtown Clean-up	SHIFT A: 0400 hrs. to 1200 hrs.  SHIFT B: 0400 hrs to 1200 hrs.	Sunday to Thursday, inclusive  Tuesday to Saturday, inclusive
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(viii) Fire Department Dispatcher	In accordance with the shift schedule established by the Fire Chief	Per shift schedule
(ix) Labourer - Landfill Site	Ten (10) hour shifts to operate between the hours of 0700 and 1730, with twenty (20) minute paid lunch period,	Monday through Friday
(xi) Labourers - Mechanical Shop - washing buses	SHIFT A: 1830 hrs. to 0230 hrs.	Tuesday to Saturday, inclusive
	SHIFT B: 1830 hrs. to 0230 hrs.	Sunday to Thursday, inclusive
	SHIFT C: 1830 hrs. to 0230 hrs.	Friday to Tuesday, inclusive
(xii) labourers Mechanical Shop (maximum 3 per shift)	SHIFT A: 0700 hrs. to 1700 hrs.	Monday to Thursday, inclusive.
	SHIFT B: 0700 hrs. to 1700 hrs.	Tuesday to Friday, inclusive
	SHIFT C: 1630 hrs. to 0230 hrs.	Monday to Thursday, inclusive
	SHIFT D: 0700 hrs. to 1700 hrs. 0900 hrs. to 1900 hrs.	Saturday Sunday to Tuesday, inclusive
	SHIFT E: 1700 hrs to 0100 hrs.	Monday to Friday, inclusive
(xiii) Licensed Mechanics (1 per shift)	SHIFT A: 0500 hrs. to 1300 hrs.	Tuesday to Saturday, inclusive
	SHIFT B: 0700 hrs. to 1700 hrs.	Monday to Thursday, inclusive
	SHIFT C: 0700 hrs. to 1700 hrs.	Tuesday to Friday, inclusive
	SHIFT D: 0730 hrs. to 1600 hrs.	Monday to Friday, inclusive
	SHIFT E: 1630 hrs. to 0230 hrs.	Monday to Thursday, inclusive
	SHIFT F:	

	1630 hrs. to 0230 hrs.	Tuesday to Friday, inclusive
	SHIFT G: 1630 hrs. to 0230 hrs.	Wednesday to Saturday, inclusive
	SHIFT H: 2400 hrs. to 0800 hrs.	Sunday to Thursday, inclusive
(xiv) Mechanical Department Chargehand	SHIFT A: 0700 hrs. to 1700 hrs.	Monday to Thursday, inclusive
	SHIFT €: 1630 hrs. to 0230 hrs.	Monday to Thursday, inclusive
(xv) Licensed Body Repair Person	0700 hrs. to 1700 hrs.	Monday to Thursday, inclusive
(xvi) Trouble crews shall include the following personnel and additional personnel mutually agreed upon	As indicated below	Any 5 consecutive shifts per week, which may include Saturday or Sunday or both
(3) Truck drivers over 18,000 GVW (one per shift) salting and sanding - seasonal	0800 hrs. to 1700 hrs. 1600 hrs. to 2400 hrs. 2400 hrs. to 0800 hrs.	
(3) Labourers - Downtown clean-up	(3) to be bulletined as required	
(2) Street Sweeper Operator and Side- walk Sweeper Operator (one per shift)	2400 hrs. - 0800 hrs. 0400 hrs. - 1200 hrs.	
(2) Sewer and Water personnel checking pumping stations	0730 hrs. - 1600 hrs.	
(6) Sewer and Water personnel (2) per shift checking complaints	0800 hrs. - 1700 hrs. 1600 hrs. - 2400 hrs. 2400 hrs. - 0800 hrs.	
(1) Truck Driver (Parks & Recreation)	0730 hrs. - 1600 hrs.	

Department)

(2) Labourers (Parks 0730 hrs. - 1600 hrs.  
& Recreation Department)

14.01(b) The hours of work for Arena Maintenance employees during periods when ice is not in the arenas shall be 0730 to 1600 hours with one-half (½) hour off for lunch.

(c) The Corporation reserves the right to change the work schedule of Cement Crew Personnel and personnel involved in summer road construction activities from an eight (8) hour day, five (5) day week schedule to a ten (10) hour, four-day week schedule. The ten (10) hour schedule shall be Monday through Thursday, 0700 hours to 1700 hours inclusive of a twenty (20) minute paid lunch break on the job site.

14.02 Rest Period (excluding Transit Operators) - two (2) fifteen (15) minute break periods shall be allowed daily. On the day shift, one (1) break period between the hours of 1000 hrs. and 1030 hrs. and the other between *the* hours of 1400 hrs. and 1500 hrs.

In addition to his/her regular daily wage, each Transit Operator shall receive an additional thirty (30) minutes pay at his/her regular hourly rate in lieu of the foregoing Rest Period.

14.03 An employee who reports for work on a scheduled working day and is sent home because of inclement weather shall be guaranteed regular pay for the day in question.

14.04 (a) Unless otherwise provided in this Agreement, upon providing a *minimum* of twenty-four (24) hours notice, the Corporation may change an employee's regularly scheduled shift. If an employee's regular scheduled shift is changed by the Corporation without a minimum of twenty-four (24) hours prior notice to the employee, such employee will be paid at the rate of time and one-half (1-1/2X) his/her regular rate for each hour of the first shift worked.

(b) Upon providing notice of shift change, the Corporation will advise the affected employee(s) when they will revert to their previous hours of work; if known.

14.05 A bulletin notice indicating the shift change and effective date shall be deemed to be sufficient notice to the employee.

14.06 In addition to his/her regular daily wage rate, each Transit Operator shall receive an additional fifteen (15) minutes pay at his/her regular hourly rate as

compensation for travel time *and* report time. Travel and report time shall not be payable for any shift for which the employee does not report to work.

- 14.07 The Corporation agrees to provide prompt transportation for Transit Operators between the Public Works Yard and other locations for shifts starting or finishing in locations other than the City Yard.
- 14.08 The Corporation will endeavour to eliminate split-shifts wherever practical, in consultation with the Union. If split-shifts are necessary, however, a \$.30 an hour premium will be paid for all hours worked on the second half of the split-shift when the split is for one and a half (1-1/2) hours or longer.
- 14.09 With either the purchase of new equipment or different types of equipment, operators required to train on such equipment will be paid at their regular hourly rate of pay while so training.
- 14.10 No Transit Operator shall be required to work overtime after completing his/her regular assignment except in the case of an emergency.
- 14.11 When any scheduled run is not completed because of failure or shortage of equipment, the Operator shall be allowed full scheduled time for that day with pay.
- 14.12 An Operator will forfeit work for any day when he/she fails to report for work on time or fails to advise the Transit Supervisor a minimum of thirty (30) minutes prior to the commencement of his/her shift that he/she expects to be late.

In instances when an Operator advised the Transit Supervisor a minimum of thirty (30) minutes prior to the commencement of his/her shift that he/she expects to be late, the Transit Supervisor may, at his/her discretion, assign a replacement until a scheduled Operator is available; provided, however, that the scheduled Operator is not expected to be more than one (1) hour late, otherwise the scheduled operator will forfeit work for the day.

- 14.13 In instances when a transit employee has been off work due to illness or injury, he/she shall provide the Transit Supervisor with a minimum of eight (8) hours notice prior to his/her reporting back to work. Failure to provide such notice may result in a loss of the shift and pay.

## ARTICLE 15 - OVERTIME

- 15.01 (a) The parties confirmed that employees under Appendix "A" may accumulate a maximum of one-hundred and sixty hours at straight time as defined in Article 15.01



An employee shall be paid at the overtime rate of time and one-half (1½) his/her basic wage rate for all authorized hours worked. Authorization may not be required in advance in instances of an emergency

1. In excess of eight (8) hours per day, except that salaried employees regularly working seven (7) hours per day and employees regularly working ten (10) hours per day shall be paid overtime for all hours worked in excess of their regular daily hours;
  2. On Saturday and Sunday, if not part of the regular scheduled work week;
  3. On days in excess of his/her scheduled work days when on a continuous seven (7) day operation.
- (b) An employee may select any one of the following methods of payment of overtime:
1. Payment as outlined in Clause 15.01(a) of this Agreement;
  2. Time and one-half (1-1/2X) off in lieu of overtime pay;
  3. Any combination of (1) and (2) which does not exceed the equivalent of time and one-half (1-1/2X).

For employees included in Appendix "B" there shall be a maximum of the equivalent of four (4) months at the straight time rate of pay in the bank at any given time. During the period of October 1<sup>st</sup> to March 31<sup>st</sup>, upon providing a minimum of ten (10) working days notice, the Corporation may schedule all or a portion of any banked time in excess of one hundred and sixty (160) hours. This provision does *not* prevent the employee and supervisor from reaching a mutual agreement for scheduling any time off in lieu of payment.

For employees included in Appendix "A" an employee may accumulate overtime to a maximum of one hundred and sixty (160) hours pay at straight time and draw against such credits to provide time off with pay. Such credits used by the employee may be replenished to the extent that the total credits on account do not at any time exceed the one hundred and sixty (160) hour maximum.

The scheduling of time off in lieu of payment for employees in Appendix "A" and Appendix "B" shall be subject to the agreement of the employee and his/her supervisor, unless otherwise provided.

In cases where the overtime worked by an employee on any one occasion is for a period of less than two (2) hours, such overtime will be paid pursuant to Clause 15.01(a) and the employee shall not have the option of accumulating such overtime.

- 15.02 If called to work after regular hours, an employee shall be required to do only such emergency work as called for, or other emergency work that shall develop, and shall receive time and one-half (1-1/2X) for such hours worked, with a minimum of four (4) hours at regular rate, and shall not be required to lay off in regular hours to equalize such overtime.
- 15.03 Where an employee is called to work earlier than his/her regular starting time, he/she shall be paid at one and one-half (1½) his/her regular hourly rate for all hours worked prior to his/her regularly scheduled starting time. Once the employee has worked the number of hours equivalent to his/her normal working day, the City reserves the right, at any *time* thereafter, to discontinue the employee's assignment for that day, without additional pay. In applying this provision, in determining the number of hours equivalent to his/her normal working day, only those hours worked after 0000 hours (midnight) of the same day of the employee's regular starting time for that day can be used.
- 15.04 Sharing of Overtime - Overtime work will be distributed as equitably as possible among those qualified employees normally performing such work.
- For purposes of this clause, an equitable distribution of hours will have been achieved if there is no *greater* variance than twenty-four (24) hours difference between the employee with the most overtime and that of the employee with the least amount of overtime who are working in the same department, working in the same classification and normally performing the work available.
- 15.05 Overtime During Lay-Offs - There shall be no extended amount of overtime worked in any operation while there are employees on lay-off who are qualified to perform the work available.
- 15.06 (a) Duty System - The Managing Director of Public Works and Services, or his/her designate, may designate certain employees to be available on the duty system during each seven (7) day period to make service calls out of regular working hours during such period. Such employees shall be paid twelve (12) hours of pay at the regular rate for being available during such period. In addition, they shall be paid at their' regular rates for all time actually spent on call-outs, with a minimum of two (2) hours pay for each call-out. In the event that any such call-out shall be for a period of more than two (2) hours, it shall be paid at one and one-half times (1-1/2X) their regular rates.

(b) An employee on call on a statutory holiday listed in Article 17.01 shall receive double time the regular rates for all time actually spent on call-outs, with a minimum of two (2) hours at double time for each call-out.

15.07 Employees required to work more than two (2) hours overtime continuous with their regular day or shift shall be provided with a paid meal period not to exceed thirty (30) minutes.

15.08 Where practical, overtime shall be given to Bargaining Unit employees before Non-Bargaining Unit employees are considered.

15.09 Transit employees required to work approved overtime as a result of running late due to bonafide operational situations shall be paid in accordance with the terms of the Collective Agreement. Such time shall be accumulated and paid bi-weekly.

15.10 In instances when an employee is off work due to illness, vacation, lieu time and/or a paid holiday in conjunction with vacation, such employee shall be deemed to not be available for overtime work from completion of work on the last day at work until his/her normal starting time on the day he/she returns to work. In the application of this article, employees on union leave, as per article 7.05 and 20.01, as well as employees approved for lieu time, not in conjunction with approved vacation, are eligible for overtime at the conclusion of the leave.

#### 15.11 MANDATORY OVERTIME

The parties recognize the employers need to have employees work overtime. Accordingly, the City does require employees to work at least eight (8) hours overtime per week on a rotation basis in accordance with Article 15.04. In the event the senior employee is unavailable, the weekly overtime will be assigned to the junior person available. In the event of emergency, the Corporation reserves the right to require employees to work more than eight (8) hours overtime per week.

### **ARTICLE 16 - SHIFT PREMIUMS**

16.01 Shift premiums shall be payable to all employees except the Pumphouse Person classification as follows:

(a) For employees on twenty-four (24) hour rotating shifts:

(i) \$.85 per hour for each hour worked on the second shift (evening) for which the employee is not entitled to overtime.

- (ii) \$.95 per hour for each hour worked on the third shift (graveyard) for which the employee is not entitled to overtime.
- (b) For employees working shifts other than regular day shifts:
  - (i) \$.85 per hour for each hour worked outside of the regular work hours for the department (from the normal quitting time until midnight) for which the employee is not entitled to overtime.
  - (ii) \$.95 per hour for each hour worked between midnight and the regular day shift start time for the department for which the employee is not entitled to overtime.
- (c) For transit employees:
  - (i) \$.85 per hour for all hours worked between 1600 hours and 2400 hours for which the employee is not entitled to overtime.
  - (ii) \$.95 per hour for all hours worked between 2400 hours and 0800 hours for which the employee is not entitled to overtime.
- (d) \$.95 per hour for all hours worked on Sunday for which the employee is not entitled to overtime.

(Note: Effective January 1, 2010 the specified shift premiums will be increased by **5¢** and effective January 1, 2011, the specified shift premiums will be increased by **5¢**).

## ARTICLE 17 - STATUTORY HOLIDAYS

17.01 (a) For purposes of this Agreement, the term "holiday" shall include:

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

And any other day proclaimed by the Dominion, Provincial or Municipal Government as a holiday.

- (b) On occasions when Remembrance Day falls on a Saturday or Sunday, an employee whose regular days of work are Monday through Friday shall be granted one ~~(1)~~ additional day of vacation credit in lieu of the Holiday.

17.02 Each employee shall be entitled to a holiday with pay on each of the days listed in Clause 17.01, or a day declared in lieu thereof, or shall receive the equivalent of his/her regular day's pay therefore, provided he/she works the

scheduled working day immediately preceding and following the holiday, unless absence is due to verified illness, death in the immediate family, or when the Department Head has granted permission of absence, in writing, for the day.

- 17.03 Employees absent from work due to lay-off or leave of absence in excess of five (5) consecutive working days shall not be entitled to receive pay for any "holidays" occurring during this period of absence.
- 17.04 An employee who *is* scheduled to work on the day of the holiday and who works on such paid holiday, shall receive, in addition to the pay provided in 17.02, two (2) times his/her regular wage rate for all hours worked on the holiday. It is agreed, however, that Arena employees will be paid, in addition to their regular pay for the day, their regular hourly rate for all hours worked on Boxing Day, Good Friday and Remembrance Day and, in addition, they shall receive a day off with pay, at a later date, in lieu of the holiday.
- 17.05 The Corporation agrees that an employee scheduled to work on a Statutory Holiday may, with the approval of his/her immediate supervisor, book off the shift(s) provided he gives a minimum of fourteen (14) calendar days' notice. In such instances, a notice of the shift(s) available will be posted in the department for a period of forty-eight (48) hours following the date for giving notice. The available shift(s) shall then be awarded in accordance with Article 15.04 of the Collective Agreement. Should no suitable applicants apply, a junior employee qualified to perform the work shall be assigned to the shift(s).

## ARTICLE 18 - VACATIONS

- 18.01 (a) Employees shall be granted vacations with pay in accordance with the following schedule:
- After one (1) completed year of service...two (2) weeks.
  - After two (2) consecutive completed years of service...three (3) weeks.
  - After ten (10) consecutive completed years of service...four (4) weeks.
  - After fifteen (15) consecutive completed years of service...five (5) weeks.
  - After twenty-two (22) consecutive completed years of service...six (6) weeks.
- Effective January 1, 2002, employees will be eligible to receive one (1) additional day of vacation for each year following 25 years of service to a maximum of one (1) additional week of vacation.
- (b) For purposes of this clause, one (1) week of vacation shall be four (4) working days for employees regularly working ten (10) hour shifts weekly. Employees working such ten (10) hour shifts shall accrue vacation entitlement according to the following schedule:

After one (1) completed year of service.....8 days  
 After two (2) consecutive completed years of service .....12 days  
 After ten (10) consecutive completed years of service.....16 days  
 After fifteen (15) consecutive completed years of service.....20 days  
 After twenty-two (22) consecutive completed years of service.24 days

Effective January 1, 2002, employees will be eligible to receive one (1) additional day of vacation for each year following 25 years of service to a maximum of one (1) additional week of vacation.

- 18.02 Vacation pay shall be paid at the employee's salary/wage rate at the time of vacation. Such rate shall not include overtime pay, call-out pay, or shift differential pay except that in a case of an employee whose regular rate of pay includes the shift differential, such differential shall not be excluded in calculating his/her vacation pay. An employee leaving the service at any time after his/her anniversary date before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, his/her estate shall be credited with the value of vacation credits owing him/her.
- 18.03 If a holiday as listed in Clause 17.01 falls, or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation with pay for each such holiday in addition to his/her regular vacation time.
- 18.04 A schedule of vacations shall be drawn up and approved by the Corporation and a representative appointed by the Union employees. The schedule is to be drawn up so as to interfere as little as possible with the work of the Corporation. Once the vacation schedule has been agreed, it shall not be changed without prior consultation with the Union.
- 18.05 An employee shall not accrue vacation entitlement during a period of personal leave of absence or lay-off extending beyond thirty (30) calendar days or during a period when the employee is in receipt of Long Term Disability benefits through the Corporation's insurer. It is agreed, however, that an employee on pregnancy leave who returns to her regular employment upon completion of such leave shall be credited with the vacation credits she would have earned had she worked the period of leave.
- 18.06 An employee shall be entitled to carry over vacations from one year to the next provided that such credits standing to his/her account at no time exceed one hundred and fifty percent (150%) of the employee's normal annual vacation entitlement. In special circumstances such as a planned overseas vacation, on mutual agreement between the Corporation, the Union and the

employee, an employee may be permitted to carry over vacation credits to a maximum of 200% of the employee's normal annual vacation entitlement.

The Corporation reserves the right to schedule an employee off work and on vacation in instances where an employee has vacation credits standing to their account in excess of the one hundred and fifty per cent (150%) of their normal annual entitlement. The scheduling of such vacations shall be at a time mutually agreed to by the employee and their supervisor, but such vacation must be taken within *three* (3) months from the date the matter is raised by the supervisor.

- 18.07 Employees moving to new positions within the Corporation are not entitled to vacation as approved under their previous position.

## **ARTICLE 19 - SICK LEAVE**

- 19.01 (1) For the purpose of this Plan:
- (a) "Employee" shall mean a full-time salaried or hourly rated employee who is classified as a permanent employee of the Corporation and who falls within the *Scope and Recognition* clause of this Agreement.
  - (b) "Month" shall mean a calendar month.
  - (c) "Director of Human Resources" shall mean the Director of Human Resources of the Corporation of the City of North Bay.
  - (d) The masculine shall include the feminine.
- (2) A plan of sick leave gratuities is hereby established and continued for all present and future employees, and subject to the control of the Council of the Corporation of the City of North Bay, the conduct and management of the Plan shall be vested with the Director of Human Resources.
- (3) The Director of Human Resources shall maintain a record of all sick leave credits and sick leave debits for employees in accordance with the terms and conditions of this plan and such information shall be provided to an employee, upon request.
- (4) (a) An employee shall be entitled to a sick leave credit for each month during which he/she is employed by the Corporation and is not on leave of absence without pay, which sick leave credits shall be cumulative. The sick leave credit entitlement for an eligible employee shall be as follows:

- Employees normally scheduled to work 7 hours per day .....10.5 hours monthly
- Employees normally scheduled to work more than 7 hours per day.....12.0 hours monthly

(b) Sick leave credits entitlement shall cease once an employee has been absent from work for a period of four (4) consecutive months due to illness or injury.

- (5) Absence from work on account of illness shall be deducted in *hourly increments*. Absence of one-half hour or less shall not be deducted from sick leave credits. Absence of more than one-half hour *but less than one hour* shall be deducted as one (1) hour. However, regular pay shall be in accordance with the employee's scheduled hours.
- (6) An employee shall report his/her illness to his/her immediate non-union supervisor during the first day of his/her absence from work. In the event the supervisor cannot be reached, a message shall be left on the supervisor's voice mail or a message shall be left with the Dispatcher, as may be appropriate to the department.
- (7) The Director of Human Resources, through the employee's supervisor, may require an employee who has been absent from work to file with him/her a medical certificate certifying that such employee's absence was due to illness. In the event the employer requests the employee to provide a medical certificate, the employer will reimburse the employee up to a maximum of \$10.00.
- (8) In case of prolonged illness of an employee, the Managing Director of the Business Unit or the Director of Human Resources may require progress reports from time to time from the employee's physician certifying that the employee is unfit for work; the dates the employee is being advised to remain off work; and, if possible, a return to work date.
- (9) (a) Subject as otherwise provided in this Plan, an employee who is absent from work by reason of illness shall be entitled to receive sick pay in a total amount not exceeding his/her accumulated sick leave credits.  
  
(b) An employee whose sick leave credits have been exhausted shall be entitled to use vacation credits as per his/her entitlement during periods of illness.  
  
(c) **Top-up from Employer:** An employee who is absent from work and in receipt of benefits through the Workplace Safety and Insurance Board (WSIB) due to a compensable accident or a compensable industrial disease suffered or contracted in the course of his/her



employment with the Corporation shall receive from the Corporation the difference between the amount payable from the WSIB and his/her regular salary or wages during the period of disability, not exceeding nine (9) cumulative months from the date of initial injury.

(d) **Top-up from Sick Leave:** Where an employee is absent from work for more than nine (9) months as aforesaid and is in receipt of WSIB benefits, such employee shall be entitled to have his/her sick leave credits applied for the purpose of making up the difference between the amount of WSIB benefits being paid and his/her regular salary or wages.

- (10) (a) An employee who has completed *five* (5) years or more continuous service with the Corporation shall, on termination of such employment, be entitled to be paid an amount equal to his/her salary or wages for one-half ( $\frac{1}{2}$ ) the number of sick leave credits standing to his/her account at September 30, 1980 at the rate of pay being received by him/her immediately prior to termination of employment but such amount shall not exceed one-half ( $\frac{1}{2}$ ) year's earnings at the aforesaid rate.
- (b) In the event of the death of an employee qualified for payment of sick leave credits as set out in clause 10 (a) hereto, the amount thereof shall be payable to the Estate of the deceased employee.
- (c) Subject to clause 10 (a), as of and from October 01, 1980, there shall be no entitlement to a pay-out for sick leave credits on account at termination of employment.
- (d) An employee absent from work due to an illness or injury and not eligible for WSIB benefits shall use sick leave credits accumulated after September 30, 1980 during a period of absence. Should an employee not have sufficient sick leave credits to cover the period of absence, he shall then draw upon sick leave credits accumulated up to and including September 30, 1980, as required.

19.02 Where an employee has used up all his/her sick pay credits and, through illness, is unable to carry out his/her ordinary duties and has not been retired on pension, he/she will be placed on a leave of absence, during which period he/she will not receive pay, long service pay, vacation pay, statutory holiday pay or sick pay credits but such employee shall continue to accumulate seniority. Such leave of absence shall be limited to a period equal to the employee's accumulated seniority at the commencement of the leave of absence or a period of two (2) years, whichever is the lesser. If the employee is not able to *return* to work upon expiration of the leave of absence, he/she shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.

19.03 The Corporation and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Corporation, and to meeting the parties' responsibilities under the law. Therefore, the parties agree to refer to the employer policy.

## ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 (a) Employee's elected or appointed to represent the Union at a conference, convention, or on other Union business shall be granted leave of absence, without loss of seniority and without pay, sufficient to attend to the business for which leave is requested, provided:
- (1) such leave is requested, in writing, by the Union not later than one (1) week before such leave is required; and
  - (2) such leave does not seriously reduce the efficiency of the department.
- (b) Employees granted a leave for Union business under this article shall receive their normal pay for the period of leave of absence. The Corporation will bill the Union for all wages and for the benefits outlined in Clauses 26.01 and 26.02 provided the employee during the leave of absence. The Union shall reimburse the Employer within thirty (30) days following its receipt of the invoice.
- 20.02 (a) In the event of a death in the immediate family (spouse, partner, child, step-child, parents and grandchild), an employee shall be granted upon request, four (4) working days without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral or attending to the affairs of the deceased.
- (b) In the event of a death of a member of the family, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parent, sister, brother, grandparents, sister-in-law and brother-in-law, an employee shall be granted upon request, three (3) working days without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral or attending to the affairs of the deceased. Unless more favourably defined by an applicable legislation, for the purposes of this article, partner is defined as a person of the same sex with whom the employee has been continuously co-habited for a minimum period of one year and who is publicly represented as the employee's "partner" in the community.

- (c) In the event of a death of a spouse's grandparent, an employee shall be granted upon request, one (1) working day without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral or attending to the affairs of the deceased.
- 20.03 The Corporation shall pay an employee who is required to serve as a juror or witness under subpoena the difference between his/her normal earnings and the payment he/she received for such service, excluding payments for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- 20.04 An employee may be provided time off with pay for the purpose of attending swearing-in ceremonies in order to obtain their Canadian citizenship.
- 20.05 An employee may be provided, at the discretion of the Corporation, leave of absence with pay to write examinations to upgrade his/her employment qualifications.
- 20.06 With the consent of the City Administrator, an employee may be granted leave of absence, without pay. Such employee shall not be permitted to accept any other employment during said leave of absence.
- 20.07 Employees shall be provided with three (3) consecutive hours for the purpose of voting in a provincial, municipal, or federal election, or Referendum. Such additional time shall be given at the convenience of the Corporation as may be necessary to provide for such hours while the polls are open.

## ARTICLE 21 - PAYMENT OF WAGES

- 21.01 The Corporation shall pay salaries and wages on every second Thursday by electronic transfer(s) to the bank or trust company account designated by the employee. An employee may designate distribution of his/her wages or salary to a maximum of two accounts. In the event that the electronic transfer cannot be made by Thursday due to circumstances beyond the Corporation's control, the transfer will be made no later than Friday of the same week. A statement of earnings and adjustments will be distributed to each employee in a sealed envelope.
- 21.02 When an employee is temporarily assigned to relieve in or perform the duties of a higher paying position at a flat rate of pay, he shall receive the rate for the job. If the period of relief has a duration of four (4) hours or more, the employee shall receive the higher rate for the regularly scheduled shift.
- 21.03 When an hourly rated or salaried employee is assigned to, or is directed to relieve in excess of one (1) hour in any one (1) day on a job within the

bargaining unit for which a salary range has been established, he/she shall receive the next immediate rate in the salary range which is greater than his/her regular rate, or his/her regular rate whichever is the greater for the period of the relief.

Note: For the purposes of articles 21.02 and 21.03, the parties agree that the employee shall not be entitled to a higher rate when the job has been evaluated with the duties included.

#### 21.04 Higher Classification

An employee who is the successful applicant *for a* higher paying position shall, as a minimum, maintain their existing salary rate for the position being vacated and/or advance to the next pay rate and/or increment level providing an increase.

##### Lateral classification (Appendix B – Increments)

An employee in Appendix B who is the successful applicant for a position within the same band shall maintain their existing salary rate/increment for the position being vacated and continue with their existing progression.

##### Lower classification

An employee who *is* the successful applicant for a lower paying position shall move into the actual rate of the classification.

During the implementation of Internal Equity, an employee bidding to a lateral position will be paid the rate associated to that position.

Note: When higher, lateral and lower moves are made, it is understood that the continuous length of service in all assignments shall be recognized for a period of twenty-four (24) months from last date in the assignment.

When an employee *is* assigned to a position outside the bargaining unit, such employee will receive compensation in accordance with the City's governing policy. In such instances, the employee will receive a minimum increase of sixty (\$.60) per hour, for the period of relief. The employee shall qualify for any pay increments based on length of service in the temporary assignment.

21.05 When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

21.06 A salaried employee who is the successful applicant for a higher paying salaried position shall, as a minimum, maintain their existing salary rate for the position being vacated until such time as the employee has completed the service requirements in the new position to allow advancement to the next increment level providing an increase.

## ARTICLE 22 - JOB CLASSIFICATION

22.01 When a new position *is* created or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it shall become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If the parties are unable to reach agreement, the matter shall be submitted to Arbitration. The new rate shall apply retroactively to the time the position was first filled by the employee.

22.02 The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union.

22.03 For Pay Equity purposes, the parties will meet during the month of October of each year, unless otherwise agreed for the purposes of reviewing Pay Equity.

## ARTICLE 23 - SUPPLEMENTATION OF COMPENSATION AWARD

23.01 An employee prevented from performing his/her regular work with the Corporation due to an occupational accident that *is* recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act*, shall receive his/her regular salary from the Corporation for a period of nine (9) months for the same compensable accident, after which time the employee's sick leave credits shall be utilized in making up any difference between the Workplace Safety and Insurance Board payments and his/her regular pay. Such payments by the Corporation shall continue only while the employee is receiving temporary disability compensation from the Board and shall terminate at such time as the employee's sick leave is exhausted, or an award for permanent total disability or permanent partial disability is made to the employee by the Board, or when the employee returns to active employment, whichever should occur first. In consideration of the foregoing, the employee shall turn ~~over~~ to the Corporation all temporary disability compensation payments received from the Worker's Safety and Insurance Board.

23.02 An employee receiving temporary or permanent disability benefits from the Workplace Safety and Insurance Board in consideration of an illness or injury sustained while employed by the Employer shall have the right to reclaim the job being performed at the onset of disability or, if this job is no longer available, a comparable job at a comparable rate of pay. Such employees shall also be entitled to have their participation continued in the Employer's Group Benefit Plans as set out in Article 26.02 hereto. The employees' entitlement to the privileges set forth in this clause shall be limited to a period of thirty-six (36) months from the onset of disability. Should the employee be unable to resume his/her regular duties prior to the expiration of the thirty-six (36) month period, he/she shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.

Notwithstanding the above, the parties acknowledge their mutual obligation not to discriminate against any person with a handicap, as defined in the Ontario Human Rights Code, 1981, as amended.

#### **ARTICLE 24 - LONG SERVICE RECOGNITION**

24.01 In recognition of the principle that a long service employee is of increased value to the Corporation through *his* acquired knowledge and experience, the Corporation agrees to Long Service Recognition by granting time off with pay in accordance with the following schedule:

After 5 consecutive years of service.....	1.0 day
After 10 consecutive years of service.....	1.5 days
After 15 consecutive years of service .....	2.0 days
After 20 consecutive years of service.....	2.5 days
After 25 consecutive years of service .....	3.0 days

For eligible employees, including those who become eligible during the calendar year, such time off with pay shall be added to the employee's vacation entitlement in December of each year.

#### **ARTICLE 25 - SAFETY**

25.01 Essential and necessary tools, safety equipment and protective clothing shall be supplied when and where needed. The employee shall be responsible for using the tools and safety equipment provided and for wearing the protective clothing supplied.

25.02 First Aid kits shall be kept on all trucks at all times and drivers shall be held responsible for kits and contents and shall report every use to the Foreman/woman.

25.03 When men/women are employed in excavation work, there shall be a man/woman on the surface of the ground to ensure the safety of the men/women engaged in the trench and to assist in carrying out the work.

25.04 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay provided that a doctor or nurse states that the employee is unfit for further work on that shift.

## ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Pension:

(a) All employees shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System. The Corporation and the employees shall make contributions in accordance with the provisions of the Plan.

(b) Active membership in OMERS may continue until the employee retires or the end of the month in which the member reaches age 69, if earlier. At age 69, all contributions cease and a normal retirement pension is paid to the member even if the member is still working.

26.02 The Corporation agrees to provide upon request, the following benefits to all employees:

1. A Group Life Insurance Plan under which the life of each employee will be insured to the extent of two times (2X) the employee's basic annual earnings.

2. An Accidental Death and Dismemberment Plan under which an employee will be insured for a principal sum of two times (2X) the employee's basic annual earnings.

3. A Major Medical Plan, including a \$500 maximum benefit for hearing aids during an insured person's lifetime. Deductible of \$10.00 per individual, \$20.00 per family and a maximum drug dispensing fee cap of \$9.00.

4. Ontario Health Insurance Plan or the equivalent Provincial health care plan.

5. A Long Term Disability plan as agreed to by the parties (December 6, 1979 and February 28, 1980) shall be implemented, effective October 1,

1980. The Corporation shall pay one hundred percent (100%) of the premium costs associated with the above benefits.

6. The Corporation, upon request, shall provide the Blue Cross Dental Plan #9 or equivalent to all employees. The plan shall provide benefits based on the Ontario Dental Association Fee Schedule in effect two (2) years prior to the current schedule. The Corporation will assume responsibility for 100% of the monthly premium.

Effective October 1, 1996, Dental Plan Coverage will be amended by changing the eligibility for Dental Recalls to the following schedule:

Children (18 years of age and younger).....every six months

Adults ..... every nine months

7. The Corporation will implement and administer a Vision Care Plan inclusive of eye examinations.

The Employer shall be responsible for 100% of the premium cost. The Plan shall provide the following coverage:

- Adults: 80% coverage to a maximum of \$250 every 24 months.
- Dependant children (18 years of age and younger and students less than 25 years of age who are attending an accredited educational institution, college or university on a full time bask) 80% coverage to a maximum of \$250 every 12 months.
- Eye Examinations:
  - Adults: 80% coverage to a maximum of \$55.00 every 24 months.
  - Dependant children (18 years of age or younger and students less than 25 years of age who are attending an accredited educational institution, college or university on a full time basis) 80% coverage to a maximum of \$55.00 every 12 months.

8. The Corporation shall make available, an Optional Life Insurance Plan providing coverage for an employee and/or his spouse. Such Optional Life Insurance coverage to be available in units of \$10,000 to the maximum set out in the policy and subject to the employee providing evidence of insurability satisfactory to the insurer. The employee shall be responsible for 100% of the premium costs of this plan, through payroll deductions.

26.03 The City shall have the right to determine the carrier of the benefits specified in this Article and to establish an agreement with the carrier with respect to providing benefit coverage consistent with the terms of the Collective Agreement. The carrier's responsibility will be to adjudicate benefit claims



under the provisions of the Collective Agreement and manage provisions of the benefit plan. In providing benefit coverage, the City may establish any funding method and all refunds, reductions of premiums, or dividends, etc. relating to contributions made by the City shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

- 26.04 (a) An employee absent from work due to illness or injury and not in receipt of Workers' Compensation benefits shall have his/her coverage for the benefits outlined in Article 26.02 continued for a period of four (4) months from the onset of the disability.
- (b) If upon expiration of the four (4) month period, the employee files a claim for Long Term Disability benefits and such claim is accepted by the Insurance Underwriter, his/her participation in the benefit plans will be continued for a further period of two (2) years.
- (c) If an employee continues to qualify for Long Term Disability benefits beyond the twenty-four (24) month period described in 26.04(b), he/she may continue his/her participation in the benefit plans for so long as he/she qualifies for Long Term Disability benefits by assuming responsibility for 100% of the premium costs.

Employees who are in the appeal process for the Long Term Disability benefits may continue to participate in the extended health and dental plan by assuming responsibility for 100% of the premium costs provided such practice does not violate terms of the agreement with the carrier as per current agreement.

- (d) If after having been off work for a continuous period of four(4) months due to illness/injury, an employee elects to utilize his/her sick leave credits rather than apply for Long Term Disability benefits, the employee's participation in the benefits outlined in Clause 26.02 shall continue so long as the employee is in receipt of sick leave benefits and for a further period of up to twenty-four (24) months, if the employee then files a claim for Long Term Disability benefits and such claim is accepted by the insurer.
- (e) An employee in receipt of Long Term Disability benefits shall be considered on leave of absence, without pay. During such period, an employee will not receive vacation credits, Long Service Pay, holiday pay, or sick leave credits.
- (f) An employee receiving Long Term Disability benefits shall have the right to reclaim the job he/she was performing at the onset of disability or if this job is no longer available, a comparable job at a comparable rate of pay,

during the twenty-eight (28) month period commencing with the onset of disability. If the employee is unable to return to work on expiration of the twenty-eight (28) month period, he/she shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.

- g) Employees who choose to continue working past the age of 65 will be able to continue to participate in all benefits under article 26.02, same as current employees, save and except the Long Term Disability. The Employer agrees to pay the same premiums as current employees.
- (h) As discussed during recent negotiations, with respect to Article 26.04 (c) of the Collective Agreement, this will confirm the City of North Bay's practice of requiring employees who are in receipt of Long Term Disability Benefits and who wish to continue their employee benefit coverage, to pay the required employee paid premiums to the Corporation no later than the first day of each month. Failure by the employee to remit payment as prescribed may result in termination of coverage,

26.05 Each employee shall be fully responsible *for* notifying the Director of Human Resources, in writing, of any changes in his marital status, dependants or any other changes which might affect the employee's participation in the above plans.

26.06 The Employer agrees to continue O.H.I.P. or the equivalent provincial health care plan and Extended Health Care coverage for retired employees to age 65, when the employee *is* not otherwise covered. This undertaking shall be subject to the Employer's authority under the laws of the province of Ontario to make such an agreement.

26.07 Employment Insurance Rebate

In consideration of improved benefits paid for by the City, the Union for the employees releases the Company from any obligation it might hereafter have to pay the employees any Employment Insurance rebate available because of the existence of a wage loss replacement plan.

## ARTICLE 27 - CLOTHING

27.01 The Corporation is responsible for providing rubber boots, rubber suits, rain hats and gloves for the employees of all departments, as circumstances warrant, and for the replacement of worn suits, provided there *is* no negligence on the employee's part. Wearing apparel which is worn out shall

only be replaced by the Corporation *upon* the issuer being provided with the worn out items to be replaced.

- 27.02 a) It is the responsibility of the employee to purchase and maintain suitable working attire for their area of employment as prescribed by the department Manager. An annual allowance of \$375 (\$385 in 2010; \$395 in 2011) will be provided to eligible permanent full-time employees for the purpose of suitable working attire based on departmental requirements. Such allowance will be paid 50% in January and 50% in June of each year. If the employee uses the annual allowance in one department and posts to another department in a temporary or permanent position, the employee will be responsible to provide the appropriate clothing and boots at their own expense. Part-time employees and permanent employees hired after June 1 shall be provided an allowance of \$200 (\$205 in 2010; \$210 in 2011) for the current year. In order to claim this annual allowance, an employee must be actively at work. Employees who would otherwise qualify but are temporarily absent from the workplace shall receive the allowance upon return to work with the proviso the employee was actively at work for some portion of the year for which the allowance is being paid. Receipts for such purposes must be provided to the Finance Department by November 30 of each year. It is understood that should receipts not be received by November 30 of each year, the annual allowance will be reported as a taxable allowance.

The provision applies to the following:

- Building Inspectors
- Stores Clerk
- Warehouse Person
- Engineering Field Staff
- Public Works (outside workers including mechanic)
- Parks and Recreation (outside workers)
- Water Meter Person
- Custodian

The Corporation shall provide bi-annually to all transit operators, uniforms consisting of:

- One jacket (3 in 1 jacket)
- Three units (combination pants/shorts)
- Eight units (combination long-sleeved shirts, short-sleeved shirts, polo shirts or mock turtleneck)
- One unit of a cardigan, sweater or vest
- In addition:
  - One winter parka every *five* years provided after probation and thereafter in the fifth anniversary year.
  - Worn out items may be replaced *at* the Corporation's discretion.

Arena employees: The Corporation shall provide five units annually from the following:

- One navy cargo pant, not crested (1 unit)
- Two navy t-shirts, crested (1 unit)
- One golf shirt, crested (1 unit)
- One nylon jacket, crested (1 unit)
- One overall/coverall, non-crested (1)
- One winter parka every five years provided after probation and thereafter in the fifth anniversary year.
- One navy sweatshirt, crested (1 unit)

b) Employees in the mechanical shop shall in addition the above be provided with three (3) changes of coveralls weekly. Coveralls shall also be provided to other personnel requiring same at the discretion of the Director of Public Works.

c) Transit employees: The Corporation agrees to contribute \$7.50 per pay toward the dry cleaning of transit operators and inspectors uniforms.

27.03 (a) The Corporation shall reimburse each employee requiring safety footwear or each transit operator requiring approved footwear an amount as follows:

- January 1, 2008 up to \$120.00 annually.
- January 1, 2009 up to \$125.00 annually,
- January 1, 2010 up to \$130.00 annually.
- January 1, 2011 up to \$135.00 annually.

The employee shall be required to provide a receipt(s) as proof of purchase.

(b) Outside Public Works, Parks and Landfill employees shall be provided an allowance of up to \$90.00 bi-annually for the purpose of purchasing inter rubber boots when supported by an appropriate receipt. Employees have the option of subsidizing safety footwear with rubber boot allowances.

## ARTICLE 28 - TOOL ALLOWANCE

28.01 (a) As compensation for the use and replacement of personal tools, the Corporation, upon receiving a valid receipt(s) as proof of purchase, shall reimburse to each Mechanic, Licensed Bodyman, Mechanical Department Chargehand and to each Apprentice Mechanic who has attained Level II of the Apprenticeship program, an annual amount as follows:



The reimbursement will be payable by the Corporation to those eligible by November 1<sup>st</sup> of each year. Employees who have not completed at least one (1) full year as at November 1<sup>st</sup> will receive a prorated allowance.

b) The City agrees to supply specialized tools that will be available for use by employees while performing their work for the City.

## ARTICLE 29 - STRIKES AND LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no partial or complete lockouts.

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a legal strike and failure to cross such picket line shall not be a violation of this Agreement or grounds for disciplinary action. Provided that this clause shall not apply to strikes in connection with contracts being performed for the City and provided that the Employer shall have the right to require an employee to cross such picket lines to provide essential or emergency service.

## ARTICLE 30 - GENERAL

30.01 Abusive and profane language: Persons in authority must refrain from use of abusive language when addressing employees. Employees shall refrain from using profane language in or around dwellings and stores, etc., on the roads, or on the streets during working hours.

- 30.02 Disabled employees preference: Employees who have become unable to handle heavy work to advantage, owing to age *or* other good causes, shall be given preference to such light work as is available within his qualifications and is within his physical capability as evidenced by a doctor's certificate.
- 30.03 Whenever practicable, the Corporation shall, as the need arises, implement training programs for selected employees so that they shall have the opportunity to improve their job qualifications.
- 30.04 (a) The Corporation will place notices in the workplace advising of Training Opportunities concerning specific job related topics. Employees may submit an expression of interest to such training opportunities and such employees will be considered for the training.
- (b) The Corporation shall pay the cost of all legally required work related certificates and renewal fees, excluding costs associated to driver's licenses, so long as the employee meets the required qualification standards.
- 30.05 (a) Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine his personnel file and also to respond, in writing, to any document contained therein. Such reply shall become part *of* the permanent record.
- (b) An employee, upon request in writing, shall be provided with copies of any material contained in *his* personnel file pertaining to performance assessment or disciplinary matters.
- 30.06 Whenever the singular or masculine is used in this Agreement, it shall be construed as if the plural or feminine had been used where the context of the party or parties thereto so require.
- 30.07 Where an employee, under the direction of the Employer, travels to or attends a training course or seminar outside their regular hours of work, such employee will come under the guidelines of the Corporation's policy.

## ARTICLE 31 - PREGNANCY AND PARENTAL LEAVE

- 31.01 Pregnancy and parental leave shall be administered in accordance with the provisions of *The Employment Standards Act*.
- 31.02 An employee who becomes pregnant must give her Department Head at least two (2) months notice of the date pregnancy leave and/or parental leave is to begin and a medical certificate setting out the expected birth date.
- 31.03 It is agreed and understood that an employee returning to work after a pregnancy or parental leave shall provide the Employer, in writing, with a minimum notice of fourteen (14) calendar days.
- 31.04 Pregnancy and/or parental leaves of absence shall be without pay. However, the employee will continue to accumulate seniority during such periods of absence.
- 31.05 During the period of pregnancy leave or parental leave, the employee shall continue to participate in the following benefit plans unless the employee gives notice in writing that he/she does not intend to pay his/her contributions, if applicable.
1. O.M.E.R.S.
  2. Life Insurance
  3. A.D. & D.
  4. Extended Health
  5. Dental
  6. Except as provided for in Clause 18.05 an employee's participation in all other benefits referred to in this Agreement will be suspended during periods of pregnancy and/or parental leave.

## ARTICLE 32 - CONDITIONS AND BENEFITS

- 32.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Corporation and the Union.
- 32.02 In order to provide job security, it is agreed that none of the work now assigned to and performed by the members of the Bargaining Unit shall be contracted out to others if such contracting out would result in a lessening of the members of the Bargaining Unit employed by the Municipality.
- 32.03 An employee shall be given sixty (60) calendar days notice when the Corporation, by reason of technological change, is unable to provide work for a displaced employee at a comparable rate of pay in a comparable class of

work. Within thirty (30) calendar days of receipt of such notice, the affected employee shall elect one of the following options:

(a) Accepting severance pay on the basis of one (1) week's pay at his regular rate for the position last occupied for each year of employment with the Corporation. It is understood and agreed that election of this option will be deemed to be a termination of the employee's employment with the Corporation and a forfeiture of all bargaining unit rights including the right to grieve such termination; or

(b) Foregoing the Severance pay described above and electing instead to bump a less senior employee pursuant to the procedures set out in Article 9 of this Agreement.

### ARTICLE 33 - COPIES OF AGREEMENT

33.01 The Union and Corporation desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the parties agree to share the cost of reproducing this Agreement in small booklet form.

### ARTICLE 34 - MILEAGE ALLOWANCE

34.01 (a) An employee authorized by their Department Head to use their personal automobile in the performance of their duties shall be paid as follows:

January 1, 2009	42¢/km
January 1, 2010	44¢/km
January 1, 2011	46¢/km

Three permanent Engineering Inspectors shall be provided with vehicles.

(b) Parking: Staff who regularly work at City Hall (200 McIntyre street) will be reimbursed \$30 monthly (with receipt)

### ARTICLE 35 - LEGAL INDEMNIFICATION

35.01 (a) Subject to the other provisions of this Article, an employee charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of his/her duties as an employee shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.



- (b) Notwithstanding clause (a), the Employer may refuse payment otherwise authorized under clause (a) where the actions of the employee from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of his/her powers as an employee.
- (c) Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties as an employee, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:
- (1) Where the Employer is not joined in the action as a party and the Employer does not defend the action on behalf of it and the employee as joint tortfeasors at the Employer's sole expense.
  - (2) Where the Employer is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Employer and the employee is of the view that it would be improper for him/her to act for both the Employer and the employee in that action.
- (d) An employee whose conduct is called into question in the course of an inquiry under the Coroner's Act because of acts done in the attempted performance in good faith of his/her duties as an employee shall be indemnified for the necessary and reasonable legal costs incurred in representing his interest in any such inquest in the following circumstances only:
- (1) Where the Employer does not provide counsel to represent the employee at the inquest at the Employer's expense; or
  - (2) Where the counsel provided by the Employer to represent either or both of them along with the employee is of the opinion that it would be improper for him/her to act for both the Employer and the employee in that action.
- (e) Where an employee intends to apply to the Employer for indemnification hereunder, the employee shall, within ~~Zen~~ (10) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she will not be represented by counsel retained by the Employer, apply in writing to the Employer or to the officer designated by the Employer to deal with such applications for approval to retain counsel and approval of the counsel to be so retained.

- (f) Where the Employer elects to provide legal counsel to defend an employee in any legal proceeding covered by this provision, the cost of such counsel is the Employer's responsibility irrespective of the outcome of the proceedings.
- (g) For greater certainty, employees shall not be indemnified for legal costs arising from:
  - (1) grievances or complaints under this Collective Agreement;
  - (2) the actions or omissions of employees acting in their capacity as private citizens;
  - (3) discipline proceedings by the Employer.
- (h) For the purposes of this provision, an employee shall not be deemed to be "*finally* acquitted" if, as a result of charges laid, he is subsequently found guilty of, or pleads guilty to, other charges out of the same incident or incidents.
- (i) For the purposes of this provision, "necessary reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Employer's solicitor, and, in the case of dispute between the solicitor doing the work and the Employer's solicitor, taxation on a solicitor and client basis by a Taxing Officer.

## ARTICLE 36 - TERMS OF AGREEMENT

- 36.01 This Agreement shall be binding and remain in effect from January 1, 2009 to December 31, 2011, and shall continue from year to year thereafter unless either party gives to the other party notice, in writing, during the period ninety (90) days prior to the 31st day of December in any year that it desires its termination or that it be renegotiated in whole or in part.
- 36.02 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 36.03 In the event that one (1) party to this Agreement shall give notice to the other party pursuant to section 36.01 that it desires to negotiate the Agreement in whole or in part, the parties to the Agreement shall meet at a time mutually agreed upon, however, such meetings shall take place not later than thirty (30) days following the date of notice pursuant to section 36.01 and the parties agree to bargaining in good faith.

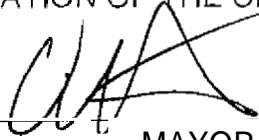
36.04 Retroactive Pay: Retroactive wage adjustments will apply to employees active the date of ratification, employees on approved leave of absence from the Corporation and employees who have retired from the Corporation and who performed work during the period covered by the renewal of the Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 10<sup>th</sup> day of September 2009.

SIGNED, SEALED AND DELIVERED

In the presence of:

THE CORPORATION OF THE CITY OF NORTH BAY

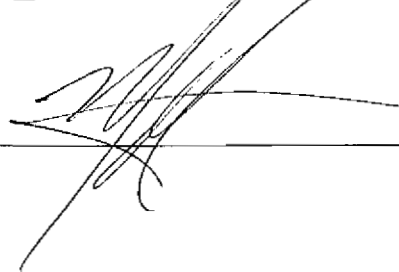
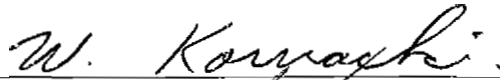


MAYOR



DEPUTY CLERK

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 122



APPENDIX "A"

**TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE CITY OF NORTH BAY  
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 122**

***WAGE RATES FOR HOURLY PAID EMPLOYEES***

	<b>GRADE POSITION</b>	<b>2009 HRLY RATE</b>	<b>2010 HRLY RATE</b>	<b>2011 HRLY RATE</b>
2	Labourer (BusWash) Labourer (Mech) Labourer (Parks) Labourer (Roads) Labourer (S&W) Truck Driver < 18 k GVW	<b>\$19.33</b>	<b>\$19.91</b>	<b>\$20.51</b>
3	Elephant Vac Op Labourer (Equip Serv) Labourer (Landfill) Labourer (Traffic) Labourer (Weigh Scale Attend) Tank Car Op (S&W)	<b>\$19.83</b>	<b>\$20.41</b>	<b>\$21.01</b>
4	Arena Maint Person II Compressor & Jack Hammer Op Loader & Backhoe Op (Roads) Sander Operator (Roads) Truck Driver > 18k GVW Snowblower Op Utility Tractor Operator	<b>\$20.58</b>	<b>\$21.16</b>	<b>\$21.76</b>
5	Arena Maint Person I Cement Finisher Heavy Duty Loader Backhoe Op (Parks) Heavy Duty Loader Backhoe Op (S&W) Loader Backhoe Operator Snowplow Operator <i>(Tandem Sander/Plow Operator additional 25¢ per hour)</i>	<b>\$21.33</b>	<b>\$21.91</b>	<b>\$22.51</b>
6	Excavator Operator Grader Operator Heavy Duty Loader Op with Ext Boom (S&W) (Parks) Heavy Duty Loader Backhoe Op (Roads)	<b>\$22.08</b>	<b>\$22.66</b>	<b>\$23.26</b>

	Loader Backhoe & Ext Boom (S&W) S&W OIT Sewer Cleaner Operator Spareboard Operator Transit Operator			
7				
8	Carpenter Class II (Roads) Carpenter Class II (Parks) First Class Chargehand (Parks) Light Equip Maint Person Operator HHW Second Class Chargehand	<b>\$23.58</b>	<b>\$24.16</b>	<b>\$24.76</b>
9	Carpenter Class I Electrician Licensed Body Repair S&W Operator I Certified Sewer Cleaner Op	<b>\$24.33</b>	<b>\$24.91</b>	<b>\$25.51</b>
10	Licensed Mechanic Mechanical Dept Chargehand S&W Chargehand Mechanical Dept Chargehand - Fire	<b>\$25.08</b>	<b>\$25.66</b>	<b>\$26.26</b>

**APPENDIX "B"**

**TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE CITY OF NORTH BAY**

**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 122**

*SALARIED EMPLOYEES 2009*

<b>GRADE</b>	<b>POSITION</b>	<b>2009 SLRY 1<sup>st</sup> Step</b>	<b>2009 SLRY 2<sup>nd</sup> Step</b>	<b>2009 SLRY 3<sup>rd</sup> Step</b>
2	Custodian	\$16.89	\$18.11	\$19.33
3				
4	Information Clerk Receptionist Photocopy Clerk (Clerk Steno I)	\$17.76	\$19.17	\$20.58
5	Clerk Cashier (T&W) Clerk Dispatcher (Parks) Clerk Steno (Bldg) Clerk Steno (Clerical) Clerk Steno I Clerk Steno I (Bldg & Fire) Clerk Steno I (Deputy Registrar) Clerk Steno I ( Memorial Gardens) Clerk Steno II (Admin) Clerk Steno II (E&ES) Clerk Steno II (Fire) Clerk Steno II (LS) Parking Meter Service Person Warehouse Person Watermeter Person	\$18.40	\$19.87	\$21.33
6	Accounting Clerk (Banks) Accounting Clerk (A/R) Admin Assistant (E&ES) Admin Assistant (Finance) Bldg Maintenance Chargehand	\$19.34	\$20.71	\$22.08

	Bldg Maintenance Person Clerk Cashier (Arenas) Engineering Tech III Payroll Assistant POA Admin Support Clerk Parking/POA Clerk Purchasing Assistant Survey Assistant I Transit Clerk Junior Plan Examiner Treasury Clerk Fleet Clerk Timekeeper (Mech)			
7	Clerk Dispatcher (PW) Clerk Steno Licensing Clerk Steno I (Planning) Clerk Steno II (Econ Dev) Court Clerk Monitor Head Cashier IS Graphic Design Clerk Records Clerk Timekeeper Stores Clerk	\$20.00	\$21.41	\$22.83
8	Budget Analyst Engineering Tech II Parking Coordinator Payroll Clerk Clerk Steno I – Coun Sec	\$20.13	\$21.86	\$23.58
9		\$21.30	\$22.82	\$24.33
10	Building Inspector I Contract Inspector I instrument Person I Engineering Tech I	\$21.44	\$23.26	\$25.08
11		\$21.58	\$23.71	\$25.83
12	Building Inspector II	\$22.93	\$24.88	\$26.83

**APPENDIX "B"**

**TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE CITY OF NORTH BAY**

**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 122**

*SALARIED EMPLOYEES 2010*

<b>GRADE</b>	<b>POSITION</b>	<b>2010 SLRY 1<sup>st</sup> Step</b>	<b>2010 SLRY 2<sup>nd</sup> Step</b>	<b>2010 SLRY 3<sup>rd</sup> Step</b>
2	Custodian	\$17.47	\$18.69	\$19.91
3				
4	Information Clerk Receptionist Photocopy Clerk (Clerk Steno I)	\$18.34	\$19.75	\$21.16
5	Clerk Cashier (T&W) Clerk Dispatcher (Parks) Clerk Steno (Bldg) Clerk Steno (Clerical) Clerk Steno I Clerk Steno I (Bldg & Fire) Clerk Steno I (Deputy Registrar) Clerk Steno I ( Memorial Gardens) Clerk Steno II (Admin) Clerk Steno II (E&ES) Clerk Steno II (Fire) Clerk Steno II (LS) Parking Meter Service Person Warehouse Person Watermeter Person	\$18.98	\$20.45	\$21.91
6	Accounting Clerk (Banks) Accounting Clerk (AIR) Admin Assistant (E&ES) Admin Assistant (Finance) Bldg Maintenance Chargehand	\$19.92	\$21.29	\$22.66



	Bldg Maintenance Person Clerk Cashier (Arenas) Engineering Tech III Payroll Assistant POA Admin Support Clerk Parking/POA Clerk Purchasing Assistant Survey Assistant I Transit Clerk Treasury Clerk Fleet Clerk Timekeeper (Mech) Junior Plan Examiner			
7	Clerk Dispatcher (PW) Clerk Steno Licensing Clerk Steno I (Planning) Clerk Steno II (Econ Dev) Court Clerk Monitor Head Cashier IS Graphic Design Clerk Records Clerk Timekeeper Stores Clerk	\$20.58	\$21.99	\$23.41
8	Budget Analyst Engineering Tech II Parking Coordinator Payroll Clerk Clerk Steno I – Coun Sec	\$20.71	\$22.44	\$24.16
9		\$21.88	\$23.40	\$24.91
10	Building Inspector I Contract Inspector I Instrument Person I Engineering Tech I	\$22.02	\$23.84	\$25.66
11		\$22.16	\$24.29	\$26.41
12	Building Inspector II	\$23.51	\$25.46	\$27.41

**APPENDIX "B"**

**TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE CITY OF NORTH BAY**

**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 122**

*SALARIED EMPLOYEES 2011*

<b>GRADE</b>	<b>POSITION</b>	<b>2011 SLRY 1<sup>st</sup> Step</b>	<b>2011 SLRY 2<sup>nd</sup> Step</b>	<b>2011 SLRY 3rd Step</b>
2	Custodian	\$18.07	\$19.29	\$20.51
3				
4	Information Clerk Receptionist Photocopy Clerk (Clerk Steno I)	\$18.94	\$20.35	\$21.76
5	Clerk Cashier (T&W) Clerk Dispatcher (Parks) Clerk Steno (Bldg) Clerk Steno (Clerical) Clerk Steno I Clerk Steno I (Bldg & Fire) Clerk Steno I (Deputy Registrar) Clerk Steno I ( Memorial Gardens) Clerk Steno II (Admin) Clerk Steno II (E&ES) Clerk Steno II (Fire) Clerk Steno II (LS) Parking Meter Service Person Warehouse Person Watermeter Person	\$19.58	\$21.05	\$22.51
6	Accounting Clerk (Banks) Accounting Clerk (A/R) Admin Assistant (E&ES) Admin Assistant (Finance)	\$20.52	\$21.89	\$23.26

	Bldg Maintenance Chargehand			
	Bldg Maintenance Person			
	Clerk Cashier (Arenas)			
	Engineering Tech III			
	Payroll Assistant			
	POA Admin Support Clerk			
	Parking/POA Clerk			
	Purchasing Assistant			
	Survey Assistant I			
	Transit Clerk			
	Treasury Clerk			
	Fleet Clerk Timekeeper (Mech)			
	Junior Plan Examiner			
7	Clerk Dispatcher (PW)	\$21.18	\$22.59	\$24.01
	Clerk Steno Licensing			
	Clerk Steno I (Planning)			
	Clerk Steno II (Econ Dev)			
	Court Clerk Monitor			
	Head Cashier			
	IS Graphic Design Clerk			
	Records Clerk Timekeeper			
	Stores Clerk			
8	Budget Analyst	\$21.31	\$23.04	\$24.76
	Engineering Tech II			
	Parking Coordinator			
	Payroll Clerk			
	Clerk Steno I – Coun Sec			
9		\$22.48	\$24.00	\$25.51
10	Building Inspector I	\$22.62	\$24.44	\$26.26
	Contract Inspector I			
	Instrument Person I			
	Engineering Tech I			
11		\$22.76	\$24.89	\$27.01
12	Building Inspector II	\$24.1	\$26.06	\$28.01

APPENDIX "C"

TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE CITY OF NORTH BAY

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 122

Effective July 1, 1985 for part-time Transit Operators and January 1, 1985 for all other part-time employees, the terms and conditions of the Collective Agreement shall apply to part-time employees except as hereinafter provided:

1 ARTICLE 2(a) - DEFINITION

A part-time employee shall mean one who has satisfactorily completed a probationary period of 480 hours, for those employees working in a classification normally working 40 hours per week or 420 hours, for those employees working in a classification normally working 35 hours per week, who has been assigned to a job classification within the bargaining unit and who is thereafter normally employed *on a regular basis* for less than twenty-four (24) hours weekly.

Part-time employees may work more than twenty-four (24) hours per week on a temporary basis to cover absences due to illness, vacations, and leaves of absence and still retain part-time status. Assignments relative to this type of absence shall be for periods not exceeding six (6) months. Where it is known that such assignments will exceed a continuous period of thirty (30) calendar days, the posting provisions of Article 10 shall apply.

ARTICLE 2(b)

The Employer agrees that notwithstanding the provision of this Article and Clause 8.04 of this Agreement, an employee who is employed in a Classification a sufficient number of hours in total during any twelve month period so as to satisfy the requirements of the probationary period as specified in Article 2 (a) of this Appendix; the employee shall receive credit for such hours worked and such hours shall be applied against the probationary period notwithstanding that the period of employment has not been continuous and that the employee had been terminated between terms of employment.

ARTICLE 2 (c)

Where an employee changes classification during the probationary period a new probationary period will be applied.

2. ARTICLE 8 - SENIORITY

- a) The seniority of a part-time employee shall be established as the date of hire following the successful completion of the employee's probationary period.

- b) In addition to the provisions of Clause 8.05 of this Agreement, a part-time employee shall lose seniority in the event that he/she is not called to work by the employer for a period of twelve (12) consecutive months.
- c) Part-time employees will be removed from the seniority list when the employee refuses or is not available for work for three (3) consecutive occurrences without providing reasons acceptable to the employer.

Note: Concerning **the** implementation ~~of~~ *this provision* under the **revised** Collective Agreement

- 1) In the case of current part-time employees, their seniority date will be established by the union and an updated list will be provided to the Employer.
- 2) In applying this provision, the determination of vacation or any other benefit will be based on actual compensated service.

2080 hours - for a part-time employee working in a job classification where the regular weekly hours of work are 40.

1820 hours - for a part-time employee working in a job classification where the regular weekly hours of work are 35.

### 3. ARTICLE 9 - LAY-OFFS AND RECALLS

The provisions of Article 9 shall apply to a part-time employee except that the "ten (10) working days notice prior to the effective date of lay-off" shall be considered to be amended in the case of a part-time employee to read "fourteen (14) calendar days notice prior to the effective date of lay-off."

### 4. ARTICLE 14 - HOURS OF WORK

14.01 - Part-time employees who are scheduled to work shall be scheduled in order of seniority and by classification.

14.03 - A part-time employee shall be eligible for a fifteen (15) minute break period on the basis of one (1) break for each four (4) hours the employee is scheduled to work.

14.04 - A part-time employee who reports for work on a scheduled working day and is sent home for any reason shall be guaranteed payment of two (2) hours at his regular rate.

14.07 - A part-time employee shall be paid the split shift premium for all hours worked on the second half of a designated split-shift for which a regular driver would otherwise have entitlement.

5. ARTICLE 15 - OVERTIME

15.01 - A part-time employee shall be paid the overtime rate of time and one-half (1-1/2X) his basic wage rate for all hours worked;

1) in excess of eight (8) hours per day except that a part-time employee working in a salaried classification regularly working seven (7) hours per day shall be paid overtime for all hours worked in excess of seven (7) hours per day.

2) in excess of forty (40) hours per week except that a part-time employee working in a salaried classification regularly working thirty-five (35) hours per week shall be paid overtime for all hours worked in excess of thirty-five (35) hours in any calendar week.

3) the overtime rate for a part-time employee shall be calculated at one and one-half (1-1/2X) the regular basic rate for the classification and shall not include the premium paid to the employee in lieu of benefits.

4) part-time employees shall not be eligible to participate in the overtime sign up system and preference will be given to full-time employees, by the Employer, when assigning scheduled overtime.

15.02 - Shall not apply to part-time employees.

15.03 - Shall not apply to part-time employees.

15.07 - Shall not apply to part-time employees.

6. ARTICLE 17 - STATUTORY HOLIDAYS

17.02 - Each part-time employee shall be entitled to a holiday with pay on each of the days listed in Clause 17.01, or shall receive the equivalent of his regular day's pay therefore, provided he has earned wages on at least four (4) days during the four (4) weeks immediately preceding the holiday and providing also he works his last scheduled shift preceding the holiday and his next scheduled shift following the holiday. In determining the employee's regular day's pay, the average number of daily hours worked during the four (4) week period immediately preceding the holiday shall be utilized.

17.05 - Shall not apply to part-time employees.

7. ARTICLE 18 - VACATION

The provisions of this Article shall not apply to part-time employees.

Part-time employees shall be paid four per cent (4%) vacation pay pursuant to the Employment Standards Act. Upon completion of 4160 hours of employment for employees working in a classification which normally works forty (40) hours per week and upon the completion of 3640 hours of employment for employees working in a classification which normally works thirty-five (35) hours per week, the employee shall be paid vacation pay at the rate of five point seven seven per cent (5.77%) annually. Such payments to be included with each regular pay.

8. ARTICLE 19 - SICK LEAVE

The provisions of this Article shall not apply to part-time employees.

9. ARTICLE 23 - WORKERS' COMPENSATION

The provisions of this Article shall not apply to part-time employees.

10. ARTICLE 24 - LONG SERVICE PAY

The provisions of this Article shall not apply to part-time employees.

11. ARTICLE 26 – EMPLOYEE BENEFITS

26.01 (a) A part-time employee shall not be eligible to participate in the benefits outlined in Article 26 of this Agreement.

An allowance equivalent to eight (8%) of the employee's regular wage rate will be paid to the employee in lieu of benefits. Such payment in lieu of benefits will be reduced by the amount of the Employer's contributions to O.M.E.R.S. on the employee's behalf, should an eligible part-time employee elect to participate in the O.M.E.R.S. Plan.

26.01 (b) A part-time employee selected as the successful applicant for a temporary full-time position with an anticipated duration of three (3) months or longer will participate in the employee group benefit plans identified in Article 26 to this Agreement. In such instances, the eight (8%) allowance in lieu of benefits shall cease upon the employee's appointment to the full-time position. An employee's participation in the employee group benefit plans shall cease upon the employee reverting to part-time status except that such employee shall continue to participate in the O.M.E.R.S. Pension Plan pursuant to the regulation of that plan.

12. ARTICLE 27 - CLOTHING

The provisions of Articles 27.02 and 27.03 shall apply to a part-time employee upon completion of the employee's probationary period.

13. ARTICLE 28 - TOOL ALLOWANCE

A part-time employee shall be eligible to receive tool allowance prorated on the number of hours worked by the employee during the current calendar year in a classification eligible to receive tool allowance.

14. APPENDIX "B" - SALARIED EMPLOYEES

A part-time employee whose job classification is included in Schedule "B" shall be paid at an hourly rate determined by dividing the starting salary rate by the standard regular hours worked by a full-time employee in the same classification.

A part-time employee shall progress from one level of the salary schedule to the next upon his having worked the equivalent number of hours as that which is worked by a regular employee in the same classification, i.e.

1560 hours if working a 40 hour work week;  
1365 hours if working a 35 hour work week.

15. APPENDIX "C" - SICK LEAVE

The provisions of this Appendix shall not apply to part-time employees.



APPENDIX "D"

TO AGREEMENT BETWEEN THE CORPORATION OF  
THE CITY OF NORTH BAY

AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 122

Effective the date of ratification of this Agreement, the following terms, conditions and benefits shall be applied to Spare Board Operators.

1. Spare Board Operators shall be considered employees and, as such, eligible to join C.U.P.E. Local 122. The Corporation agrees to a check-off of Union dues for these personnel in accordance with the terms of Article 6. Spare Board Operators shall also have full recourse to the grievance procedures as outlined in Article 11.
2. Seniority: The seniority date of a Spare Board Operator hired prior to June 7, 1976 shall be June 7, 1976. The seniority date of a Spare Board Operator hired after June 7, 1976 shall be determined in accordance with the provisions of this Agreement.
3. Job Postings: Spare Board Operators shall be permitted to exercise their seniority in accordance with the provisions of Article 10.
4. Shift Premiums: Spare Board Operators shall be eligible to receive shift premiums in accordance with Clause 16.01 of this Agreement.
5. Travel Allowance: A Spare Board Operator called in to work on any day shall receive a travel allowance in accordance with Clause 14.07 of this Agreement.
6. Clothing: Spare Board Operators shall be provided with the regular uniform issue indicated in Clause 27.02 (d) of this Agreement.
7. Employee Benefits: Spare Board Operators shall be eligible to receive the benefits included in Article 26 of this Agreement. They shall also be provided with sick leave benefits as outlined in Article 19.
8. Hours of Work: Spare Board Operators shall be given preference for work which becomes available, to a maximum of forty (40) hours weekly per Spare Board Operator. Thereafter, overtime shall be distributed in accordance with Clause 15.04.

9. Vacations: Spare Board Operators shall be eligible to vacations with pay in accordance with Article 18 of this Agreement.
10. Spare Board Operators shall be eligible to receive benefits under Article 23 of this Agreement. For the purposes of this Article, Spare Board Operator's regular salary shall be determined to be the average weekly wage earned by the employee during the four (4) week period immediately preceding the occupational accident.
11. Spare Board Operators shall be allowed *use of* the overtime banking system.

**APPENDIX "E"**

**TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE CITY OF NORTH BAY**

**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 122**

**FLEXIBILITY**

1. The parties agree that the Corporation may assign Arena Maintenance personnel to other areas of the Community Services Department for the period where the ice is out at any of the three (3) arena buildings. Personnel so assigned will receive the greater of their regular classification or the rate for the job assigned.

LETTER OF UNDERSTANDING

*RE: No Lay-off of Permanent Full-Time Employees*

This Letter of Understanding will serve to confirm the agreement between the Corporation of the City of North Bay and Local 122, of the Canadian Union of Public Employees.

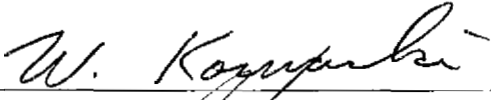
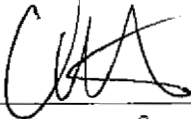
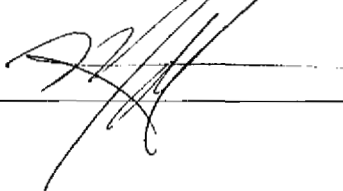
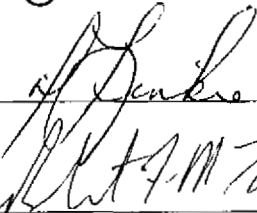
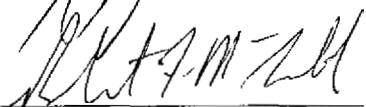
The parties agree that:

- a) there shall be no lay-off of any permanent full-time employee on the payroll who have attained five (5) years of full-time employment, and
- b) this Letter of Understanding shall remain in effect for the term as defined under Article 36.01 of *this* Agreement.

Signed at North Bay, Ontario, this 10<sup>th</sup> day of September 2009.

For CUPE Local 122:

For the Corporation of the City of North Bay:

## MEMORANDUM OF UNDERSTANDING

*RE: Sewer' and Water Certification Program*

October 1, 2001

The terms of this Memorandum of Understanding between the Canadian Union of Public Employees (CUPE) Local 122 and the City of North Bay has been negotiated and agreed upon based on the current requirements of the Water and Wastewater Utility Operator Licensing Program. The terms of this Understanding are as follows:

1. The following classifications will be established in the Sewer & Water Department:

<u>CLASSIFICATION</u>	<u>CERTIFICATION REQUIRED</u>	<u>EMPLOYEES NUMBER</u>
Sewer & Water Chargehand	WD 1 & WWC 1	7
Sewer & Water Operator 1	WD 1 & WWC 1	7 - 14 max.*
Sewer & Water Operator-in-Training	WD OIT & WWC OIT	0 - 7 max.*
Total number of certified employees required:		21

The total number of SWOs (1s and 2s) must not exceed 14.

2. An hourly rate is to be established for the above positions, as part of the current Joint Job Evaluation Program.
3. In the interim, current employees occupying a position of Sewer & Water Person 2, 3, or 4 and who have attained OIT or Operator 1 certification, in both WD and WWC applications, will progress to the next level of the current job classification. These progressions will be made effective retroactive July 1, 2001 or the date which the individual became certified if later. In addition, the following premiums will be paid to active employees working in the classifications set out in Article 1:

\$25 per month (to a maximum of 24 months) for each WD OIT and WWC OIT certificate;

\$35 per month for each WD 1 and WWC 1 certificate held by the employee;

4. As an incentive to encourage employees of the Sewer and Water Department to acquire higher levels of certification the following incentive premiums will be made available.

- \$50 per month for each WD 2 certificate held by the employee.

- \$70 per month for each WD 3 certificate held by the employee.

With respect to level 2 certification, employees occupying Chargehand or Operator 1 positions, with both level 1 certifications, will be eligible to qualify for the level 2 incentives. Concerning the level 3 certification, a maximum of seven (7) incentives will be available to those employees who have been certified at level 2. Employees holding Chargehand or Operator 1 positions wishing to pursue Level 3 certification and receive a monthly premium payment will be required to submit their intention in writing to the Managing Director of Public Works & Services. In the event that the number of level 2 certified employees' seeking level 3 certification exceeds seven (7), requests will be processed according to seniority.

NOTE: In the application of (3) and (4) above the following applies:

a) The above rates are not cumulative i.e. an employee progressing through the certification levels will receive payment only for the highest certification held. For example, an active employee holding a WD 2 and WWC 1 certification will receive \$85 per month.

To qualify for *payment* of the above rates or for the revised hourly rate, when established, the employee's Certificate must be posted in the appropriate area in the Sewer & Water Department.

5. Payment of the monthly certification premium will cease once hourly rates have been established for the "certified" positions through the Joint Job Evaluation Program.
6. Employees who qualified for a certification premium and upgrade as defined in Article 3 shall be paid the difference between the premium payments plus upgrades received and the new hourly rate for all hours worked in the certified position, retroactive to July 1, 2001.
7. Effective immediately, all Job Postings for the above positions shall include the certification requirement appropriate to the position.
8. If no qualified applicant is available, the City reserves the right to fill the position from outside the bargaining unit as set out in Article 10 of the Collective Agreement between the parties. So long as two thirds (2/3) of the total Chargehand, Operator 1 and Operator-in-training complement are qualified, consideration will be given to an employee who does not hold the

required certification but who is preparing for qualification prior to the position being posted. Such employee will be given an opportunity to qualify within a reasonable time period. If the employee fails to qualify within the established time period, the employee shall revert to his former position, as shall any other employee who was transferred or promoted by reason of such placement.

9. Existing employees of the Sewer & Water Department occupying the positions of First Class Chargehand, Second Class Chargehand or, Sewer & Water Person 1, 2, 3, or 4, will be required to participate in training as well as write the respective examinations associated to obtaining OIT and Operator 1 certification. An employee not achieving certification will remain at the January 1, 2000 hourly rate established for the classification in the Collective Agreement, until such time as the employee acquires the required certification or vacants his position. Such employee shall be eligible to receive any general economic increases negotiated thereafter by the parties. Any employee failing to participate in the required training program, including writing certification examinations, by January 1, 2003, will be given notice of lay-off and shall have the right to exercise his seniority rights, pursuant to the provisions of the Collective Agreement.
10. The City will provide classroom training along with the required study material associated to the level of certification required by the positions designated within clause 1. This training will take place during regular working hours. In addition, the City will reimburse the employee any examination fees and annual licence fees associated to the positions designated within clause 1. As well, an employee shall be compensated at his regular hourly rate for time spent writing examinations identified within this clause,

With respect to training associated to levels 2 and beyond, the City will reimburse the employee for required course study materials, examination fees and annual licence fees.

11. a) An employee holding the classification of Sewer & Water Operator-in-Training shall automatically progress to the classification of Sewer & Water Operator 1 upon attaining a WD 1 and WCC 1 certification, so long as there are no more than 14 Sewer & Water Operator 1 positions resulting. In the case of new employees, other than those defined in Article 9, who enter the position of Operator-in-Training and who fail to progress to the position of Operator 1 within 24 months of achieving the OIT certification, such employees will revert back to their position previously held prior to becoming an Operator-in-Training.
- b) For positions above the rank of Sewer & Water Operator 1, the regular job posting procedures shall apply,

12. During the transition period from the current job classifications to that defined in clause 1, the rate of pay for an employee who has not achieved certification and who is classified as a First Class Chargehand, Second Class Chargehand or, Sewer & Water Person 1, 2, 3, or 4 shall remain at the January 1, 2000 hourly rate established for the classification in the Collective Agreement, until such time as the employee acquires the required certification and is appointed to a certified position. However, such employee shall be eligible to receive any general economic increases negotiated thereafter by the parties.
13. With the implementation of this program the position classifications of First Class Chargehand, Second Class Chargehand or, Sewer & Water Person 1, 2, 3, or 4 will be considered discontinued and replaced with the classifications outlined under clause 1.

Signed at North Bay, Ontario, this 10<sup>th</sup> day of September 2009.

For CUPE Local 122:

For the Corporation of the City of North Bay:

\_\_\_\_\_  
*W. Karpinski*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*D. Jenkins*  
\_\_\_\_\_  
*Robert F. M. Smith*  
\_\_\_\_\_



Letter of Understanding  
Between

CUPE Local 122-1

And

The Corporation of The City of North Bay

*RE: Winter Control Program*

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On March 24, 2003 the Ministry of Transportation conducted a Commercial Vehicle Operating Rules (CVOR) Audit on the City of North Bay which identified a serious contravention of the Hours of Work legislation with respect to the City's Public Work's Operation. During recent collective bargaining, in order to address issues surrounding the requirements of the CVOR and other operating issues, the parties agreed to enter into the following agreement pertaining to Road's Department Winter Control Program.

- 1) The Corporation will establish the commencement and completion of the Winter Control Program and post vacancies for positions not filled by employees of the Roads Department.
- 2) Employees assigned to a Roads position, either permanent or temporary, at the time of winter control are considered part of the winter control program and are required to participate in the program. Generally speaking, the following process will be followed in filling positions required under the Corporation's Winter Control Program:
  - a) Snowplow Operators and Sanders: Employees occupying Truck Driver positions within Roads will be canvassed in order of seniority to determine which position they wish to choose
  - b) Trackless Vehicle Operator: Employees occupying these positions prior to the commencement of Winter Control will continue as a Trackless Operator under the Winter Control program.
  - c) Backhoe/Loader/Grader Operators: These positions and their incumbents are automatically considered as part of the Winter Control Program.
  - d) Tandem Operators: These positions required under the Winter Control program will be posted.
  - e) Labourers: These positions and their incumbents are automatically considered as part of the Winter Control Program.

In the event an employee fails to elect or bid on a winter control position, such employee may be assigned to a Winter Control position or the employer may discontinue a bulletin or exercise other options to remain within the required Winter Control complement.

- 3) Unless otherwise provided, the regular hours of operation for Winter Control will be 0730 hours to 1600 hours, 5 days per week, Monday to Friday with a one-half hour unpaid lunch.

- (d) In the event the services of Winter Control personnel are required prior to 0730, the Corporation may notify such employee of their requirement to report to work before the commencement of their regular shift. In such cases, the start of a shift may commence up to 0400 hours and the effected employees will be paid straight time wages for the first 8 hours of operation. Under these circumstances, where an employee is called into work earlier than their normal start time, such employee will be eligible for a twenty (20) minute paid lunch to be taken en route. When an employee works more than eight (8) hours, all time after eight (8) hours will be paid at the *overtime* rate of time and one-half. In addition to regular wages, as per Article 16.01 shift premiums will be paid as follows:

16.01 (b) For employees working shifts other than regular day shifts:

- (i) \$.60 per hour for each hour worked outside of the regular work hours for the department [from the normal quitting time until midnight) for which the employee is not entitled to overtime.
- (ii) \$.70 per hour for each hour worked between midnight and the regular day shift start time for the department for which the employee is not entitled to overtime.

Note:

Sander Operators will be required and will operate as per Article 14.01(a) (xvi) (Trouble Crews) of the Collective Agreement.

- 4) In cases where employees are required to report to work prior to 0400 hours, all time prior to the commencement of the normal starting time of 0730 hours will be compensated at the overtime rate of time and one-half after which straight time hours will be paid for hours worked during the normal shift. Under this Agreement, call-ins made between 0330 and 0400 will not be considered overtime.
- 5) Employee assigned to the Winter Control Program, are expected to accept call-ins, which require them to report to work prior to the commencement of their regular shift. In the event an employee fails to accept or is unavailable to accept a call, the following will occur:

- 1<sup>st</sup> Occurrence: No pay for the time missed, employee's shift is considered to have commenced at the original call in time and a letter to file will be issued.
- 2<sup>nd</sup> Occurrence: Loss of pay for the entire shift plus a letter to file will be issued.
- 3<sup>rd</sup> Occurrence: Loss of pay for the entire shift plus a three (3) day suspension.
- 4<sup>th</sup> Occurrence: Loss of pay for the entire shift, five (5) day suspension, demotion from the Winter Control Program and ineligible for future Winter Control Programs.

Note: (i) In the case of Part-time employees, such employees will be terminated following the third occurrence where the employee fails to accept a call in.

(ii) In applying these principles of progressive discipline, management reserves the right to adjust the discipline based on the particular circumstances associated to each case.

- 6) To facilitate the call in process, employees will be able to provide up to two (2) telephone numbers. It is the responsibility of the employee to ensure such numbers are current and on record. When attempting to contact employees, each telephone number will be called once.
- 7) During the Winter Control period, employees calling dispatch prior to the discontinuance of the evening dispatch shift, advising they are unable to report to work due to illness on their immediate next shift, will not be called in for an early shift as contemplated under section 4 of this Agreement.
- 8) Employees may be required to work a maximum of eight (8) hours over-time per week.
- 9) Employees will be responsible for being aware of their hours of work status in relation to CVOR requirements. The Corporation's tracking system will be utilized to monitor compliance of these requirements and in the event an employee is identified as non-compliant, or nearing non compliance of the second cycle, seventy (70) hours in eight (8) consecutive days, such employee will be relieved of duty at the completion of the shift and required to remain off duty until compliant with MTO rules. In the case where an employee is deemed non compliant of all cycles, such employee will be immediately be removed from service until such time as the employee is eligible to work within the established regulations.

The MTO Hours of Work regulations specify that: " A driver may not drive a truck or bus after, having driven for 13 hours, or 2. having been on duty for 15 hours without first taking 8 consecutive hours off duty. A driver exceeding these limits is consider non compliant with the regulations.

In addition, a driver may not drive a truck or bus after having been on duty, for:

- (i) 60 hours in 7 consecutive days, or
- (ii) 70 hours in 8 consecutive days, or
- (iii) 120 hours in 14 consecutive days. (There is a requirement for a driver using this last option to take 24 consecutive hours off duty between 0-75 hours.)

An employee is not in compliance with MTO hours of work regulations when he/she breaks all three of the above cycles.

- 10) In the event that additional staff is required to supplement or replace the established complement the following will transpire:
  - a) Existing qualified staff who normally participates in the Winter Control Program will be temporarily upgraded.
  - b) A Winter Control Part-time pool consisting of six (6) Part-Time Operators who are qualified to operate the required equipment will be established.
- 11) With respect to the Winter Control Part-time Pool the following will apply:
  - a) Existing part-time employees, at the time of the posting of Winter Control positions, will be given the opportunity to apply to the Winter Control Part-time Pool.
  - b) Employees hired into the Winter Control Part-time pool and who hold part-time status at the time of the posting of subsequent Winter Control positions, will automatically be considered in the Winter Control part-time pool and subject to the provisions applicable to such status.
  - c) As per Article 10.06, existing part-time employees successfully bidding to the Winter Control Part-time Pool will be eligible to revert to their previous part-time status within the 30-day trial period. If the Corporation, judges the employee's performance unsatisfactory within the 30-day trial period, he/she will be reverted to his/her previous part-time status.
  - d) Employees within the Winter Control Part-Time Pool will be eligible to bid on any permanent position within the Corporation or any temporary bulletins associated to Winter Control positions.
  - e) At the conclusion of Winter Control, employees assigned to the Winter Control Part-time Pool will revert to the regular part-time list.
  - f) Unless otherwise specified, the provisions of Appendix "C", of the current Collective Agreement will apply to employees hired into the Winter Control Part-time Pool.
- 12) Winter Control Part-time employees will be eligible to work beyond the 24 hours per week established under Appendix C of the Collective Agreement, if

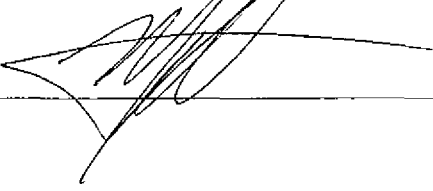
such employees are covering absences due to illness, vacations, leaves of absence, if assigned to a temporary vacancy not exceeding the duration of the winter control period, or if required to supplement the existing staff complement. Work assigned to Winter Control Part-Time Employees will be distributed equally. In the application of this clause, it is understood, Winter Control Part-Time employees may be utilized prior to assigning overtime during the period Sunday to Saturday.

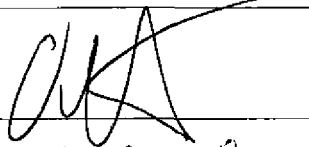
- 13) Winter Control Part-time employees will be eligible for overtime, only in cases where regular staff is not available.
- 14) Prior to the commencement of the Winter Control season, the Corporation intends to implement a system of Equipment Operator Training and Testing in order to meet Winter Control requirements. The parties agree to work together in establishing this process.
- 15) The terms of this Agreement will remain in place until the parties mutually agree to make modifications.
- 16) In the application of this Agreement, unless otherwise specified, the provisions of the Collective Agreement are applicable.

Signed at North Bay, Ontario, this 10<sup>th</sup> day of September 2009.

For CUPE Local 122:

For the Corporation of the City of North Bay:

*W. Kopyark*  


  
*Robert J. M. Smith*

Letter of Understanding  
Between

CUPE Local 122-1

And

The Corporation of the City of North Bay

***RE: Parks Winter Operation and Downtown Summer Hours:***

This letter will confirm the agreement of the parties with respect to the Park's Department Winter Operation and Downtown Summer Hours:

**Parks Winter Operation:**

The parties confirm that the conditions described in the November 7, 1997 letter from Mr. Bob Young will apply. These conditions are as follows:

- a) The regular hours of work for employees of the Parks Department will be 7:30 a.m. to 4:00 p.m., daily, with one-half hour unpaid lunch break.
- b) Where operational requirements warrant a change to the regular hours of work, the hours of work may be changed to 6:00 a.m. to 2:00 p.m. inclusive of a 20 minute paid lunch break. In such instances the following will apply:
  - i) The provisions of clause 14.05 of the Collective Agreement (12 hours prior notice) will not apply and employees will be paid at regular straight time rates between 6:00 a.m. and 2:00 p.m.
  - ii) Overtime will be applicable to all authorized hours worked beyond eight (8) hours in any day.
  - iii) Shift premiums will be payable as follows:
    - \$.60 per hour for each hour worked by the employee after 4:00 p.m. and before midnight for which the employee is not eligible for overtime.
    - \$.70 per hour for each hour worked by the employee after midnight and before 7:30 a.m. for which the employee is not eligible for overtime.

**Downtown Summer Hours:**

The parties agreed that the regular hours of work for Summer Parks employees assigned to the Downtown area will be between 6:00 a.m. and 2:00 p.m. Monday to Friday with a twenty-minute paid lunch. Employees assigned to these positions will receive in addition to their regular straight time hours shift premiums as defined by the Collective Agreement for hours worked outside the regular 7:30 am to 4:00 p.m. schedule.

Signed this 10<sup>th</sup> day of September 2009.

On behalf of:

For CUPE Local 122:

For the Corporation of the City of North Bay:

\_\_\_\_\_  
*W. Kowalski*  
\_\_\_\_\_  
*[Signature]*  
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*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
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May 26<sup>th</sup>, 2004

Letter of Understanding  
Between

CUPE Local 122-1

And

The Corporation of the City of North Bay

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The following information relays the suggested method of implementation in regards to the proposed apprentice mechanic position at Public Works.

1. POSTING / ADVERTISING:

The apprentice position should be posted internally first. Candidates must complete a suitable aptitude test from an outside source as agreed by both parties. If there are any interested internal candidates they should be given first consideration. The minimum requirement for all candidates is that they must be eligible to participate in the Ontario Apprenticeship Program (must have completed Grade 12 or successfully completed an academic standard prescribed for the regulations by the trade). If there are no interested/qualified internal candidates, we would seek an external candidate, preferably someone who has already completed their required educational components.

2. PAY SCALE / LICENSE REQUIREMENTS:

Should the successful applicant already possess their "S" license, they would be started at 80% of the certified mechanics wage upon commencement of the Apprenticeship program with the City.

The starting wage (year 1) would be 60% of the certified mechanic's wage and the wage scale will progress as follows as the apprentice works towards successful completion of the "T" license:

NOTE: A three month evaluation will take place with no monetary effect. The purpose of this evaluation is to determine the Apprentice's suitability in the position.

A six month evaluation will be conducted and if all criteria are met, the Apprentice will be placed at 65% of the certified Mechanic's wage.

70% yr 2

80% yr 3



90% yr 4

Apprentice would remain at 90% upon completion of Provincial exam (must achieve successful completion of the Provincial exam by the 5 year mark at a maximum) 100% upon completion of "S" license and Certification. (Maximum of 3 years allowed to achieve this).

Once the logbooks for BOTH the "T" and "S" licenses are complete, and the apprentice has successfully passed BOTH Provincial exams, they will be placed at top rate. Maximum time frame to achieve this *is* 8 (eight) years. As the levels are evaluated based on competency, the individual could reach top rate sooner than the maximum number of years indicated.

### 3. STATUS / SENIORITY:

The apprentice will be treated as a temporary full time employee and benefits will be administered accordingly.

If the apprentice is an external hire, they would accumulate seniority hours as an apprentice, which would be credited to them at the point at which they become fully certified and accept permanent full time employment as a Mechanic with the City of North Bay. Internal hires would simply continue to accrue seniority.

### 4. TERMINATION:

Should the apprentice fail to meet expectations set out by the Province and/or the City of North Bay, the employer has the right to terminate the individual. If the successful applicant is an internal hire, they would be allowed a one year time period during which they could revert to their previously held position. Upon expiration of the year, they would lose the ability to revert. If the employee opts not to revert within the one year timeframe, they would then have the ability to displace the junior person in a classification for which they are qualified.

There will be an understanding that the apprentice must have reached full certification as a licensed "T" mechanic within the 5-year timeframe. They must further reach certification with the "S" license within the next 3 years after obtaining the "T". Failure to comply with either of these requirements may result in termination.

5. **BIDDING RIGHTS:**

During the entire duration of training, the apprentice will be ineligible to bid on any internal bulletined positions.

Once certified as a Mechanic, they will be required to stay in this position with the City and will not be allowed to bid out to any other position for a period of time equal to the time it took to complete the "T" and the "S" license certifications. (i.e. fully certified "T" & "S" within 4 years means not eligible to bid for a total period of 8 years, inclusive of the Apprenticeship period.)

"There may be an exception where bidding to a Mechanical Chargehand position.

The apprentice will be eligible for overtime during *any part of* the training period.

6. **MENTORSHIP AND LOGBOOK RECORDING:**

At all times a Licensed Mechanic will be assigned to mentor the apprentice and will be responsible for verifying qualifications. The Licensed Mechanic will sign off in the logbook once the skill sets have been identified and completed.

In order to ensure timelines and requirements are being met between the mechanic shop and apprentice, follow-up evaluation meetings will be set on a monthly basis for the first quarter of the apprenticeship. Meetings will be held quarterly thereafter between the Office Manager, Mechanic Supervisor, Chargehand and apprentice. (Documentation must be kept)

7. **ENROLLMENT / BOOKS / COMPETENCY EXAMS:**

The City will agree to pay the difference between what the Ministry pays approximately (90%) and the remaining cost approximately (10%). This amount will be payable upon proof of successful completion of each level of the course.

There are 40 days of schooling per year and the cost per day is \$62.30. The Ministry currently asks the apprentice to pay \$10.00 per day (\$400 per year).

The City will agree to reimburse the Apprentice the cost of the competency exam(s) upon successful completion of such exam(s).

**8. NONCOMPLIANCE WITH PROGRAM REQUIREMENTS:**

This is a requirement of the program and not participating would result in removal from the program. We would request that attendance sheets be completed by the professor and submitted on a weekly basis (like a timecard). Any time missed would not be paid. Regular attendance is mandatory and failure to comply may result in termination from the apprenticeship program.

**9. PAYMENT FOR SCHOOL TIME:**

The employee must participate in the Day release Program as opposed to the Block Release. The Day Release is what is offered at Canadore and it is the program which offers the most suitable schedule for training. The City would agree to pay for school time on this basis. It would be understood that any time missed would not be paid. Once again, we would rely on the signed attendance sheets.

If the employee leaves the Corporation at any time during that period, he/she would be required to reimburse the Corporation for the training costs on a prorated basis.

**10. HOURS OF WORK:**

The City agrees to pay for the school time as long as we follow the guidelines mentioned above.

The Apprentice shall work on a rotated shift schedule as predetermined by the Supervisor of Fleet.

**11. TOOL ALLOWANCE:**

The City will provide an initial, one time, up front allowance in the amount of \$1000 to the Apprentice. This allowance shall be used to purchase tools as specified on a predetermined list which will be supplied.

Receipts must be provided for all initial purchases from the \$1000 allowance.

Annual allowances thereafter shall occur as outlined in Article 28.01 of the Collective Agreement.

Should the Apprentice fail to meet the specified guidelines outlined in the Apprenticeship program, or choose to leave the program prior to completion, they will be responsible for reimbursing any and all associated tool costs.

12. CLOTHING:

The City will provide a clothing allowance as outlined in Article 27 of the Collective Agreement.

13. APPRENTICESHIP GUIDELINES:

The parties agree to review and modify the specifications outlined in this Agreement and to discuss revisions to this Letter of Understanding as required.

Signed at North Bay, Ontario, this 10<sup>th</sup> day of September 2009.

For CUPE Local 122:

For the Corporation of the City of North Bay:

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W. Kopracki  
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## Letter of Understanding

*RE: Student Employees*

The Corporation and Union support the hiring of students during regular school vacation periods and recognize the importance of supporting the continuation of this practice. This letter is in reference to those student positions, which are created to supplement the regular bargaining unit staff during traditional school vacation periods.

### DEFINITION OF STUDENT:

A student is defined as an employee currently enrolled in an educational institution, returning to an educational institution and who is on a regular school vacation and/or coop placement *program*. The *rate* of pay for a student will be defined under the Student Salary By-law as defined by Council.

### COLLECTIVE AGREEMENT:

The provisions of the Collective Agreement do not apply to students.

### WORK ASSIGNMENT:

Work performed during or resulting from the hiring of students shall not result in lay-off, demotion or displacement of any employee in the bargaining unit.

Both parties agree that students will be hired to assist the workforce of the City and that part-time employees will be given preference over students for leave of absences.

Students will not be placed above the position of labourers or equivalent.

Signed this 10<sup>th</sup> day of September 2009.

For CUPE Local 122:

For the Corporation of the City of North Bay:

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W. Kopycki  
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Letter of Understanding

*RE: Chief Draftsperson*

During this round of collective bargaining it was agreed the position of Chief Draftsperson would be excluded from the bargaining unit with the understanding that current and future positions reporting to this position would be bargaining unit positions. It was further agreed that this understanding applies should the Corporation change the title of the "Chief Draftsperson" position.

Signed this 10<sup>th</sup> day of September 2009.

For CUPE Local 122:

For the Corporation of the City of North Bay:

\_\_\_\_\_  
*W. Korpachki*  
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*[Signature]*  
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*Robert F. M. [Signature]*  
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Letter of Understanding

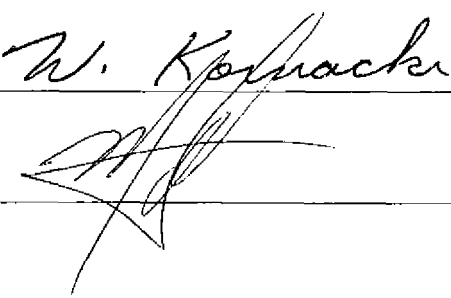
**RE: Cross Training**

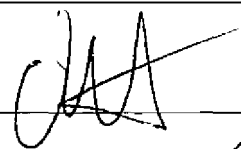
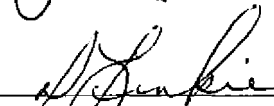

It was agreed during negotiations that whenever possible and practical, in dealing with cross training situations, and/or temporary upgrades, the Corporation agrees to distribute and provide these opportunities by seniority, amongst the affected department's qualified/competent workforce, It is understood that the Corporation reserves the right to direct the workforce.

Signed this 10<sup>th</sup> day of September 2009.

For CUPE Local 122:

For the Corporation of the City of North Bay:

W. Kopycki  


Letter of Understanding

*RE: Crew Shift Changes*

The parties agree that for scheduling operations and in situations requiring a crew's shift change, such as Snow Cleanup, the Corporation will offer such opportunities by seniority pending operational requirements and the availability of qualified employees.

Signed this 10<sup>th</sup> day of September 2009.

For CUPE Local 122:

For the Corporation of the City of North Bay:

W. Kowacki  
