

COLLECTIVE AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 66

April 1, 1999 - March 31, 2002

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COLLECTIVE AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA
(hereinafter referred to as "the City")

(TRANSPORTATION AND WORKS DEPARTMENT)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66
(hereinafter referred to as "the Union")

ARTICLE 1 - GENERAL PURPOSE

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

ARTICLE 2 - RECOGNITION

2.01 The City recognizes the Union as the sole collective bargaining agent for all field employees of its Engineering Division, Works Division and Works Service Centre save and except Supervisors and Foremen, persons above the rank of Supervisor and Foreman, office staff, and students hired for the school vacation periods.

2.02 Wherever the male pronoun is used in the Agreement, it shall be deemed to include the female pronoun.

ARTICLE 3 - RELATIONSHIP

- 3.01 Neither the City or its agents nor the Union shall discriminate against employees.
- 3.02 No individual employee or group of employees shall undertake to represent the Union at meetings with the City without proper authorization of the Union. In order that this may be carried out, the Union will supply the City with the names of employees who are stewards or other officers of the Union. Similarly, the City shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

- 3.03 There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings relating to Union business, without the consent of the City or except as hereinafter provided.
- 3.04 During the term of this Agreement, representatives of the City will meet at intervals with the Union Committee to discuss any matters that may arise which are of interest or concern to either party. An agenda of matters to be discussed at such meeting shall be submitted along with the request for the meeting. Such meetings will be in addition to any meetings which are convened to discuss grievances.

ARTICLE 4 - RESERVATION OF CITY RIGHTS

- 4.01 Nothing in this Agreement shall be interpreted as limiting the City in any way in the exercise of all of the rights, powers, authority and regular and customary functions of management to introduce technical improvements and methods of operation, and changes in the methods of operation, the extension, limitation, curtailment or cessation of operations, and the right to engage, lay off, promote, demote, classify and transfer employees with due regard to ability and seniority, and to reprimand, suspend or discharge employees for just cause. These rights will not be exercised in any manner that violates the intent and provisions of this Agreement.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union shall have the right to appoint or otherwise select a committee of not more than four (4) employees to represent the Union in meetings with the City concerning the negotiation or administration of this Agreement. The City will recognize the President of the Local Union, or his designated representative as a member of the Union Committee provided, however, that the total number of any committee shall not exceed five (5) employees.
- 5.02 The Union shall further have the right to appoint or otherwise select a total of not more than (7) stewards, including the Chief Steward - one (1) from Survey, one (1) from Inspection, four (4) from the Works Division and one (1) from the Works Service Centre.
- 5.03 The above sections of this Article shall not be interpreted so as to prevent an employee who is a steward from acting on the Union Committee.
- 5.04 An employee shall not be eligible to act as a member of the Union Committee, or as a steward, until after he has completed his probationary period of employment.
- 5.05 (a) The Union acknowledges that stewards, members of the Union Committee and such other Union officers that may be chosen from among the employees, have regular duties to perform as employees of the City, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting

any business on behalf of the Union without first obtaining the permission of their immediate supervisor. Such permission will not be unreasonably withheld. On resuming their regular duties, such employees will report to their supervisor and will, if requested, give any reasonable explanation for time spent away from work.

(b) In consideration of stewards, members of the Union Committee and other Union officers who are employees, complying with the terms of (a) above, the City will pay such employees for time spent in handling grievances of employees or attending other meetings with representatives of the City during their regular hours of work.

5.06 The Corporation will recognize the National Representative at all meetings held with the Union should the Local Union choose to have him/her attend.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 During the term of this Agreement, the Union will not cause or direct, nor will the employees conduct any strike, slowdown or other collective action against the City which will stop or interfere with work. The City will not cause or direct any lockout of its employees.

6.02 The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in The Labour Relations Act, R.S.O., as amended.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 The City will deduct the regular monthly Union dues from the pay issued to employees. Such deduction will be made once each pay period and amounts so deducted will, within ten (10) working days, be forwarded to the Secretary Treasurer of the Local.

7.02 Every employee covered by this Agreement who is, or becomes a member of the Union, shall remain a member during the term of this Agreement.

7.03 The Union will save the City harmless from any claims made by employees for amounts deducted from their pay in accordance with the terms of this Article.

ARTICLE 8 - COMPLAINTS AND GRIEVANCES

8.01 Complaints and grievances shall be dealt with in the following manner. All grievances must be in writing (Step 1 excepted), and filed within seven (7) working days of the alleged grievance.

Step 1

If an employee has a complaint, he shall, with or without his steward, take the matter up orally with his supervisor. The supervisor will give his answer to the complaint within five (5) working days after it has been brought to his attention. For the purpose of this clause, supervisor shall include Area Supervisor, Traffic Maintenance Supervisor, Service Centre Supervisor and Survey and Inspection Supervisor or designate.

Step 2

If the reply of the Supervisor is not satisfactory, the complaint shall be stated in writing as a grievance and shall, within five (5) working days after the Supervisor has given his answer, be submitted by the employee and a steward to the Section Manager. Within two (2) working days after receipt, the Section Manager will commence discussion with the employee and his steward, and will give his reply, in writing, within a further five (5) working days. For the purpose of this clause, Section Manager shall include Manager Works Maintenance & Operations, Manager Engineering Technical Services, Manager Traffic Engineering and Operations and Manager Service Centre.

Step 3

If the reply of the Section Manager is not satisfactory, the grievance may, within five (5) working days, be referred to the Director of Engineering and Works or designate or the Director of Transportation and Engineering Planning or designate, and such other representative as may be chosen to represent the City, will meet with the Union Committee to discuss the grievance within five (5) working days after it has been referred to this step. At this meeting, a full-time representative of the Union may be present if his presence is requested by either party. A written reply to the grievance will be given within five (5) working days after the meeting has been held.

- 8.02 If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either such party may, within seven (7) working days, refer the grievance to arbitration in accordance with the provisions contained in Article 11.
- 8.03 Any of the time allowances provided in this Article may be extended by mutual agreement between the City and the Union Committee.

ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES

- 9.01 If a permanent employee believes he has been unjustly suspended or discharged, the matter may be submitted as a written special grievance to the Director of Engineering and Works or the Director of Transportation and Engineering Planning, at the Step 3 level, within five (5) working days of the suspension or discharge.
- 9.02 When a permanent employee is suspended or discharged, notification of such action shall be given to the Union and sent to the employee by registered mail within two (2) working days of the suspension or discharge. Should an extension to the time limit be required it will be granted upon request.

ARTICLE 10 - CITY GRIEVANCES

- 10.01 If the City has a complaint with respect to the conduct of the Union or its officers, or that the Union has violated the provisions of the collective agreement, the City will submit such complaints to the Union. The Union will meet with the City within five (5) working days to discuss the complaint and will give the City a written reply within five (5) working days of the

meeting. If the complaint is not settled, it may be referred to arbitration.

ARTICLE 11 - ARBITRATION

- 11.01 Any arbitration proceedings shall be in accordance with The Labour Relations Act of the Province of Ontario.
- 11.02 An Arbitration Board shall not be authorized to render any decision inconsistent with the terms of the Agreement, nor shall the said Board be authorized to alter, add to or amend any of the clauses contained herein.

ARTICLE 12 - SENIORITY

- 12.01 The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority within the bargaining unit.
- 12.02 Effective for employees hired after February 1st, 1997, an employee will be considered on probation and will not have any seniority standing with the City until after he has completed six (6) months of work in a twelve (12) month period. His seniority will, upon completion of the probationary period, date back the six (6) months he has worked and the employee will be considered as a permanent employee.
- 12.03 Separate seniority lists showing the names and seniority dates of employees will be prepared by the City. These lists will be revised once each twelve (12) months and will be posted on the bulletin boards in each area yard, no later than the 1st week of January each year. A copy of the seniority lists will be forwarded to the Union and each steward at the same time. Such list(s) shall be considered as final and accurate unless representations, dated and signed, are received by the Human Resources Commissioner or designate within six (6) weeks from the date of posting on the yard bulletin boards.
- 12.04 In cases of reduction of the work force due to lack of work, the skill, ability, qualifications and experience of employees will be the governing factors, and where these factors are relatively equal between employees, seniority shall govern. Seniority so exercised shall be on a bargaining unit wide basis.
- 12.05 Employees who have completed their probationary period, and who are laid off due to lack of work, will be recalled to work when work becomes available, in the order of their seniority, provided such employees are qualified to perform the work that is available. Such recall will be by registered letter or telegram addressed to the last address recorded with the City by the employee.
- 12.06 Permanent employees who have been laid off due to lack of work will retain their seniority and right of recall for the period of the employee's actual service up to a maximum of 12 months.
- 12.07 Seniority previously accumulated will be lost whenever an employee:

- (a) quits or is discharged;
- (b) is absent for three (3) consecutive working days without a reasonable explanation satisfactory to the City;
- (c) is laid off for a period equal to the seniority he had at the time the layoff occurred but not exceeding twelve (12) consecutive months;
- (d) fails to report for work at the expiration of any leave of absence granted by the City without a reasonable explanation satisfactory to the City;
- (e) fails to return to work within seven (7) working days after notice of recall has been sent out in accordance with 12.05 above. Should an extension to the time limit be required it may be extended up to twenty (20) working days providing both parties agree to such a request;
- (f) is absent in excess of twenty-four (24) months due to accident or illness, and becomes totally and permanently disabled. This provision applies to disabilities beginning after 12th February 1986;
- (g) fails to report their absence from duties on three (3) separate occasions within a twelve (12) month period without reasonable explanation, satisfactory to the City.

12.08 If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority within the bargaining unit for a period of up to six (6) months.

During this six (6) month period the employee shall pay union dues in accordance with Article 7 and shall only be covered under Articles 8 and 9 of the Collective Agreement.

The employee shall have the right to return to their former position in the bargaining unit at any time during the six (6) month period, thereafter the employee's bargaining unit seniority will cease.

ARTICLE 13 - POSTING OF JOB VACANCIES AND BULLETIN BOARD

13.01 (a) Job Postings

When a vacancy occurs or a new position, is created, either inside or outside of the bargaining unit, such openings will be posted on the bulletin boards in all area work yards, traffic, service centre and survey and inspection sections. These openings will be posted for a period of five (5) full and clear working days, whereby an employee may apply in writing, dated and signed for the position.

Such postings shall contain the following:

Position, department, duties, qualifications and salary. No outside advertising shall be implemented until all internal applicants have been processed, and should none of these be accepted, the City will fill the position at its discretion.

Such qualifications shall not be established in an arbitrary or discriminatory manner.

(b) Filling Job Vacancies

The senior employee applying for the position as posted who is qualified and has the most experience at the time will be given the job. If none of the applicants has the necessary qualifications and experience, the City will fill the position at its discretion. The City will consider the applications received on the basis of the appropriate section first and then the other sections before any outsiders are hired. Sections here shall be defined as being Works Operations, Survey and Inspection, Service Centre and Traffic.

(c) The Union agrees that the filling of vacancies outside the bargaining unit, with respect to part (a) and (b) of this Article, will not be subject to the grievance procedure.

(d) Any bargaining unit member successful in filling a vacancy will be subject to a three (3) month trial period. During this period, the employee may elect to return to his/her previous position or the City may elect to return the said employee to his/her former position if his/her performance is not satisfactory to the City.

13.02 A Union Bulletin Board will be provided by the City for posting Union Notices. All notices posted thereon shall be subject to the approval of the Director of Engineering and Works or the Director of Transportation and Engineering Planning or their appointed designate.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 (a) An employee will be allowed three (3) days off with pay in the event of a death of his father, mother, spouse, child, sister, brother, mother-in-law or father-in-law, to make arrangements for and to attend the funeral. One extra day may be allowed with pay by the Department Head for travelling purposes to and from the funeral.

(b) An employee will be allowed one (1) day off with pay in the event of the death of his son-in-law, his daughter-in-law, sister-in-law, brother-in-law, his grandparent or a grandchild, to make arrangements for and to attend the funeral.

(c) The City may require proof of death and in any circumstance, only regular working time missed shall be paid for. The City may require proof of death and in any circumstance, only regular working time missed shall be paid for. Additional leave of absence, without pay, will be granted upon approval by the Department Head.

14.02 Leave of absence with pay and without loss of seniority will be granted employees to attend

functions of the Union, provided that such leave does not exceed five (5) working days, and provided there is at least one (1) week's notice of such leave and the approval of the Director of Engineering and Works, or the Director of Transportation and Engineering Planning or their appointed designate, has been granted. This leave shall apply to a maximum of forty (40) regular working days leave per calendar year.

- 14.03 If an employee is called for jury duty, or is subpoenaed as a witness, the City will pay the employee his full regular wages, provided he turns over to the City the amount received for jury duty or witness pay, and further provided he reports for work when not required for jury or witness duty. In the event the jury duty or witness pay includes mileage, the said amount included for mileage will not be turned over to the City.
- 14.04 Any request for a leave of absence of ten (10) days or less duration must be directed to the Section Head of the employee's department. Requests for more than ten (10) days must be directed to the Director of Engineering and Works, or the Director of Transportation and Engineering Planning or their appointed designate. Employees on leave of absence in excess of eleven (11) working days will repay the City for all benefits paid on the employee's behalf, on his return. No sick leave shall be accumulated in any calendar month where an employee is off on a leave of absence in excess of eleven (11) working days.
- 14.05 (a) Maternity Leave - Employees who require a leave of absence for pregnancy leave purposes as defined under the Employment Standards Act shall be governed by such Act.

(Error! Number cannot be represented in specified format.) Seniority shall be retained and accumulated during the above leave(s). The Employer shall continue to pay its share of employment benefits during pregnancy and parental leave plus extension which may be continued by the employee by payment of any applicable employee portion to a limit of six (6) calendar months. Benefits shall be paid by the employee for any period of pregnancy and parental leave plus extension in excess of six (6) months.

ARTICLE 15 - LEAVE FOR ILLNESS

- 15.01 A plan of sick leave credit gratuities, hereinafter called sick leave credits, for all permanent employees of the City is to be established as hereinafter set out.
- 15.02 A "permanent employee" shall be defined as an employee who has completed six (6) months' continuous service with the City and has been accepted to a full-time position with the City.
- 15.03 Permanent employees shall be allowed to accumulate sick leave credits on the following basis:
- (a) Sick leave credits shall be accumulated at the rate of one and one-half (1 ½) days per calendar month of work unless the employee is off ill and his wages continued by a Municipal disability plan of insurance, or is off due to illness or injury and has exhausted his sick leave credits.
- 15.04 The Normal work days an employee is absent on account of illness shall be deducted from the

sick leave credits he has accumulated with the City and in accordance with Article 15.07.

- 15.05 Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for half a day or more, and less than a full day shall be deducted as one-half (½) day. It is understood that lunch break shall be considered to split the day into two (2) halves for the purpose of this clause.
- 15.06 Absence on account of pre-arranged medical and/or dental appointment will not be considered absence eligible for sick pay unless hospitalization is involved.
- 15.07 Absence from employment due to illness in excess of three (3) working days shall require a doctor's certificate indicating the nature and duration of the illness.

Where the City thinks an employee is abusing the sick leave with pay plan by taking time off work for other than what was intended by the said plan and is claiming pay therefore, the City may require medical certification of the claimed illness, such certification to be in a form satisfactory to the City. Failure on the part of the employee to produce such certification will result in the claim for payment being denied.

- 15.08 Pregnancy leave will not be considered sickness for the purpose of this Article.
- 15.09 (a) Permanent staff, upon retirement or upon termination of employment after a period of seven (7) continuous years of service with the City of Mississauga, its predecessors or their Boards or Commissions, shall be paid an amount equal to his salary, wages or remuneration for one-half (½) the number of days standing to his credit under the provisions of 15.03(a), provided such amount does not exceed the amount of one-half year's earnings at the rate received by the employee immediately prior to such termination of employment.
- (b) In the event of the death of an employee prior to normal retirement, a payment similar to that set out in 15.09(a) above shall be paid to the employee's estate.

The aforesaid provisions shall be deemed to be effective January 1, 1977.

- (c) Effective 1st September 1986, the employees listed on the Letter of Understanding (Appendix 'B') Re: OMERS and Sick Leave dated 15 Dec '86 which is attached to this Collective Agreement will no longer be covered by the provisions of Article 15.09 (a) and (b).
- 15.10 When an employee hired on or before August 26, 1982 and covered by the provisions of Articles 15.01 to 15.09 exhausts their bank of sick leave credits, they may apply to receive Short-Term Disability benefits from the City. In order to receive such benefits, the employee must provide satisfactory medical documentation to the City, confirming their inability to perform work, due to illness or injury. The benefits payable under this program will be equal to sixty-six and two-thirds percent (66 2/3%) of the employee's normal weekly wage, up to a maximum of the

Employment Insurance Commission's current Sick Benefit weekly maximum amount.

Benefits will be payable after no more than a fourteen (14) day unpaid waiting period and will not exceed fifteen (15) weeks in total. When an employee is receiving benefits under this plan, he/she shall not accumulate further sick leave credits.

- 15.11 Any member of C U P E, Local 66 hired after 26 August 1982, will be covered by the City's Disability Income Program and not the foregoing Sick Leave Credit Plan. This Programme is fully paid for by the City and operates as follows:

ELIGIBILITY

All permanent employees are eligible to receive the following benefits after three months of continuous service.

<u>LENGTH OF SERVICE</u>	<u>FULL SALARY</u>	<u>2/3RDS OF SALARY</u>
Less than 3 months	Nil	Nil
3 Months but less than 1 year	Nil	24 Weeks
1 Year but less than 2 years	2 Weeks	22 Weeks
2 Years but less than 3 years	4 Weeks	20 Weeks
3 Years but less than 4 years	6 Weeks	18 Weeks
4 Years but less than 5 years	8 Weeks	16 Weeks
5 Years but less than 6 years	10 Weeks	14 Weeks
6 Years but less than 7 years	12 Weeks	12 Weeks
7 Years but less than 8 years	14 Weeks	10 Weeks
8 Years but less than 9 years	16 Weeks	8 Weeks
9 Years but less than 10 years	18 Weeks	6 Weeks
10 Years but less than 11 years	20 Weeks	4 Weeks
11 Years but less than 12 years	22 Weeks	2 Weeks
12 Years but less than 13 years	24 Weeks	Nil

Benefits will be applicable for up to 24 weeks for each separate period of disability. Periods of disability due to the same or related cause or causes will be considered as one

period of disability if separated by less than 10 consecutive working days performing full duties.

FULL salary benefits will be limited in any calendar year to the number of weeks entitlement indicated by length of service.

Benefits extending beyond 3 working days will commence from the first day of disability for the first three absences in a calendar year and from the **fourth working day of disability for the 4th and subsequent absences** lasting more than three working days in duration.

Employees will be allowed six "Incidental Illness" days per calendar year to provide income for illness of three days or less. The City may request a certificate from the attending physician for any such days where it feels there are reasonable and probable grounds to suspect the validity of the employee's absence.

Benefits will **ONLY** be paid after the employee supplies the City of Mississauga with satisfactory evidence of disability which entails a medical certificate from an accredited physician.

After an absence of 120 working days the employee may apply for LTD coverage.

- 15.12 The employee must notify the supervisor prior to the start of his/her regular schedule shift of the inability to attend work due to illness. Employees will be provided with up to date telephone numbers for supervisory staff for this purpose.

ARTICLE 16 - HOSPITAL AND MEDICAL PLANS

16.01 The City shall continue in effect the following plans:

- (a) Extended Health Benefit Plan including semi-private hospital insurance coverage and Deluxe Out of Country coverage equal to Blue Cross under the group policy. This will include:

Vision Care at \$150/24 months
\$200/24 months - effective Aug. 1, 1999

Hearing Care at \$200/24 months

Effective Aug. 1, 1999, Chiropractic service coverage will be increased to \$200 per year and not combined with other paramedical coverage.

- (b) Group Life Insurance Plan with coverage equal two (2) times the employee's salary to the next highest multiple of one thousand with a maximum benefit amount of \$100,000, effective January 15th, 1997.

- (c) An Accidental Death and Dismemberment benefit equal to one and one half (1 ½) times the employee's regular annual salary, to the next highest multiple of one thousand with a maximum benefit amount of \$100,000, effective January 15, 1997.
- (d) A Paid-up Life Insurance Policy of Two Thousand Dollars (\$2,000.00) upon approved retirement after five (5) years' continuous service with the City.

The entire cost of the above will be paid by the City.

16.02 The City will offer the option of an additional one time's the employee's salary for Life Insurance.

The entire premium cost of this option will be paid by the employee.

The City will also offer the option of Dependent Group Life Insurance coverage for employee's dependents. The entire premium cost of this option will be paid by the employee.

16.03 A Long Term Disability Plan as outlined in the master policy. The cost of the above to be shared equally by the City and the employee.

16.04 A preventative care Dental Plan containing six (6) month recall provision will pay benefits based on the 1994 ODA.

- Effective August 1, 1999, benefits will be based on the 1997 ODA
- Effective April 1, 2000, benefits will be based on the 1998 ODA
- Effective April 1, 2001, benefits will be based on the 1999 ODA

16.05 The City will provide Optional Dental Plan coverage for Orthodontic and Major Restorative Services for those employees who desire such coverage.

A second option to the dental plan for Major Restorative services will be made available to employees who wish to purchase coverage.

The coverage will be subject to the various restrictions, deductibles, etc, as per the Master Insurance Policy. The monthly premium payment for the Optional Dental coverage will be subject to ODA Fee Schedule changes and will be paid 50% by the City and 50% by the employee.

16.06 Retirees Benefits Coverage

Effective 1 March 1989, for employees retiring on or after that date on an unreduced pension, with at least ten (10) years of service, the following benefits coverage will be made available at retirement, until the retiree reaches age 65:

Life Insurance	50% City paid (1 times annual salary to a maximum of \$50,000)
A D & D	50% City paid

(1 times annual salary to a maximum of \$50,000)

Major Medical 100% Employee paid
(\$10,000 maximum lifetime benefit)

Effective January 1, 1999, employees with at least 10 years of full time service with the City who are 55 or older and not eligible for an unreduced pension will be eligible to apply for the following early retirement benefits coverage upon acceptance of an OMERS retirement pension.

Coverage is for a maximum of 10 years or until age 65, whichever occurs first.

The full premium cost for coverage will be paid by the employee.

The coverage will consist of:

1. Major Medical health coverage similar to that for active employees not including private ward or semi private ward coverage or out of country coverage.

Reimbursement will be at the rate of 80%. The maximum out of pocket cost for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be at 100% for the remainder of the year. There will be no \$25 annual deductible on this coverage.

2. Basic dental coverage similar to that for active employees.

Reimbursement will be at the rate of 80%. The maximum out of pocket costs for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be 100% for the remainder of the year.

Optional Major Restorative/Orthodontic dental coverage similar to that for active employees. Reimbursement will be as per active employees.

Should there be improvement to the foregoing retirement benefits program for non-union employees, such changes will also be granted to all active members of CUPE Local 66 including any members who retire prior to March 31, 1999.

16.07 All new members of the bargaining unit will participate in the OMERS Basic Pension Plan subject to the provisions of Appendix 'B'. Contributions will be shared 50% by the employee and 50% by the Corporation.

16.08 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12ths) of the Employer's U.I.C. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the U.I.C.

ARTICLE 17 - PAID HOLIDAYS

17.01 The following days will be recognized as holidays and will be paid for at straight time rates:

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

The last half of the working day before Christmas Day will be considered part of the above list, with the provision that should inclement weather occur, employees will be required to work at straight time rates of pay and be granted some other half day off at regular pay at a time suitable to the City. The provisions of Article 17.04 are waived in this instance.

In lieu of Easter Monday and Remembrance Day, employees hired on or after September 1st, 1999 will be given two (2) paid Floater Holidays which must be used prior to December 31st in the year in which they are granted.

When Canada Day falls on a Saturday it will be observed on the previous Friday. When it falls on a Sunday it will be observed on the following Monday.

17.02 The City will recognize any other day proclaimed by the Federal, Provincial or Municipal Government.

17.03 When any of the above holidays falls on Saturday or Sunday, the preceding Friday or succeeding Monday will be designated by the City as the holiday in lieu of the holiday falling on Saturday or Sunday.

17.04 In order to be eligible to receive payment for a holiday, an employee must work the last full shift immediately preceding and the first full shift immediately succeeding a holiday, or make some other arrangement satisfactory to his department head.

ARTICLE 18 - VACATION WITH PAY

18.01 Vacation credits shall accumulate based on the employees years of service. A vacation credit is defined as “a specific unit of time to be used for vacation purposes.” Vacation credits accrue for each full month of active service between and employee’s vacation anniversary date.

18.02 Vacation credits accumulate on the following basis:

- a) during the first year of service - .83 days per month to a maximum of ten (10) days (4% total pay).
- b) after one year of service - 1.25 days per month to a maximum of fifteen (15) days (6% total pay)
- c) after nine years of service - 1.67 days per month to a maximum of twenty (20) days (8% total pay)
- d) after seventeen years of service - 2.08 days per month to a maximum of twenty -five (25) days (10% total pay)
- e) after twenty-four years of service - 2.50 days per month to a maximum of thirty (30) days (12% total pay)

An employee leaving the City is granted a full vacation credit for the last month of employment, when at least half ($\frac{1}{2}$) of the available working days between monthly vacation anniversary dates have been worked.

Half a credit is granted if the employee works on at least one (1) day, but does not work at least one-half ($\frac{1}{2}$) of the available working days during the period.

18.03 For the purpose of this Agreement, total pay shall mean total earnings of the employee received from the City in the calculation period but will not include any payment made by the City on behalf of any income replacement plan.

18.04 Vacation, Leave of Absence for Union Business, as outlined in this contract (Article 14.02), Jury Duty, Bereavement Leave and absence on approved Workers’ Compensation during the twelve (12) month period following the date of accident for new claims occurring after January 1, 1990, will not be considered as absence for purposes of this clause.

18.05 Vacation credits do not accrue during a period of long-term disability.

18.06 Vacation credits earned may be taken at any time approved by the supervisor. Vacation credits not yet earned cannot be taken.

All credits earned in one (1) entitlement year must be used by the anniversary date of the following year, unless otherwise approved by the Director.

18.07 An employee who is seriously ill or injured while on vacation may be entitled to re-schedule all

or part of the vacation based on the recommendation of the Occupational Health Nurse, and the approval of the supervisor and director. Medical certification must be provided.

If a death of a relative occurs while the employee is on vacation, the employee is entitled to re-schedule vacation days equivalent to the number of days allowable under clause 14.01.

- 18.08 Pay in lieu of vacation may not be granted in order to ensure that employees receive adequate time away from work. Under special circumstances, approval for payment may be given by the department head, in conjunction with the Commissioner of Human Resources.

Employees who have exhausted their short-term disability income, are paid for all unused vacation credits. Accrual of vacation credits ceases at this point.

Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination.

ARTICLE 19 - CLOTHING

- 19.01 It shall be compulsory for all employees to wear CSA approved green patch safety boots at all times while working for the City. Hard hats also must be worn in accordance with the current Occupational Health and Safety Act. For Service Centre employees hard hats and goggles will be worn as and when required.

- 19.02 (a) Effective May 1, 1992, Works Operations and Traffic employees will receive uniform clothing as determined by the City consisting of three (3) pair of work pants and three (3) work shirts (long or short sleeve). Such clothing will be replaced on an as required basis and must be worn while working.
- (a) Effective November 1, 1991, Works Operation, Traffic and Service Centre employees will receive a Winter Parka once every thirty-six (36) months.
- (b) Effective May 1, 1992, Survey and Inspection employees will receive an annual clothing allowance of \$200.00 which will include the cost of safety boots. Effective April 1, 1999, the allowance will be increased to \$215.00.
- (c) Each employee in the Service Centre will receive on a rental basis three (3) pairs of overalls and three (3) shirt and pant outfits or any combination of six of the above.
- (d) Effective May 1, 1996, the City will pay each employee in Works Operation, Traffic and the Service Centre an annual safety boot allowance of \$65.00. Effective April 1, 1999, the allowance will be increased to \$80.00.
- (e) Any member may be given one (1) additional safety boot allowance of \$80.00 during the term of the collective agreement at the discretion of their supervisor in consideration of damage, wear, etc.

Effective April 1, 1999 the foregoing will be replaced with the following:

- 19.02 (a) Each active employee will receive a Winter Parka once every thirty-six (36) months.
- (b) Any member may be given an additional Winter Parka, at any time, during the term of the Collective Agreement at the discretion of their supervisor in consideration of damage, wear, etc.

(Error! Number cannot be represented in specified format.) Each active Works Operation and Traffic employee shall receive an annual clothing credit of up to \$225.00 to be used to obtain appropriate clothing, as approved by the Department Head, from the City's Central Stores Office.

(Error! Number cannot be represented in specified format.) Each active Survey and Inspection employee shall receive an annual clothing credit of up to \$225.00 to be used to obtain appropriate clothing, as approved by the Department Head, from the City's Central Stores Office or as part of the City's clothing order from the City's supplier.

(Error! Number cannot be represented in specified format.) Effective April 1, 2000, each active CUPE employee will receive an annual safety boot allowance of \$90.00. Effective April 1, 2001, each active employee will receive an annual safety boot allowance of \$100.00.

(Error! Number cannot be represented in specified format.) Each active Service Centre employee will receive, on a rental basis which shall include cleaning and maintenance, ten (10) pairs of fire-retardant cotton coveralls.

(Error! Number cannot be represented in specified format.) Any member may be given an additional safety boot allowance at the appropriate rate, at any time during the term of the Collective Agreement at the discretion of their supervisor in consideration of damage, wear, etc.

(Error! Number cannot be represented in specified format.) Any member may be given an additional clothing credit, or part thereof, at any time during the term of the Collective Agreement at the discretion of their supervisor in consideration of damage, wear, etc.

(Error! Number cannot be represented in specified format.) No portion of any of the above amount(s) may be carried over from one year to the next; used by the employee for any purpose other than that set out in this Clause or, in the case of the amount set out in 19.02 (d), received by the employee in the form of cash or other compensation. All clothing and boots obtained by the employee pursuant to this Clause must be maintained in a reasonable state of repair and worn while working.

ARTICLE 20 - SAFETY AND FIRST AID

- 20.01 First-Aid kits will be supplied by the City and kept in places easily accessible to all employees. A book for recording injuries will be located in the Works building.
- 20.02 The City will endeavour, with the Union's assistance, to continue the safety program established

during 1977.

20.03 When it is necessary for employees to work sixteen (16) hours in a 24 hour period, they must have eight (8) consecutive hours of rest period to reporting for their regularly scheduled work.

ARTICLE 21 - INCLEMENT WEATHER

21.01 When it is necessary for employees in the Works Operation and Traffic Section to work outside during inclement weather, the City will provide waterproof wearing apparel for employees consisting of at least rubber coats, hats and boots. Any replacements must be approved by the Management.

ARTICLE 22 - TUITION FOR AUTHORIZED TRAINING COURSES

22.01 The City will reimburse employees for educational courses taken, provided;

- (a) The course has been authorized by the Department Head and Human Resources Commissioner, and
- (b) Substantiated successful completion of the course is obtained. Only courses directly related to the employee's work will be considered. Enquiries regarding courses should be made to Human Resources Department.

ARTICLE 23 - TEMPORARY EMPLOYEES, TRANSFERS, PROMOTIONS

23.01 The City may use temporary employees for vacation fill-ins, absenteeism, peak work periods and for emergency purposes, but they shall not be used to deprive regular employees of their normal hours of work. The City will endeavour to ensure that such employees are not employed for a period of longer than six (6) consecutive months at a time. However, a temporary employee who has completed six (6) consecutive months of service with the City will be deemed to have completed the probationary period as per Article 12.02 of this Agreement.

Prior to the completion of six (6) consecutive months of employment, temporary employees will not be entitled to access to the Grievance and/or Arbitration procedures or the various benefit coverages outlined in this Collective Agreement. During the six (6) month period such employees will be entitled to overtime in accordance with Schedules 'A' and 'B' and Statutory Holidays will be paid according to the Employment Standards Act.

Temporary employees other than Temporary Labourers will be paid 10% less than the job rate for the particular classification.

Temporary Labourers will be paid 70% of the Labourer rate.

Temporary rates will not apply to students. The City will endeavour to ensure that permanent employees of Traffic and Works Operations are offered any overtime before temporary employees.

23.02 Temporary Assignments - Whenever it is deemed necessary to have an employee temporarily

perform the duties of a higher or lower classification, the employee selected will be paid at the higher classification for the time he has performed such work. The employee must possess the required qualifications to perform such work. These temporary jobs will not be advertised.

23.03 Temporary Promotions - With the exception of temporary promotions as provided for in Article 23.02, all changes in rates of pay due to progression within a classification or due to permanent re-classification, shall be effective the first pay period following transfer to the new category.

23.04 An employee who is transferred other than in accordance with 23.02 above, from a higher to a lower rated classification, will be paid the rate for the lower classification.

ARTICLE 24 - SCHEDULES

24.01 Attached hereto and forming part of this Agreement is:

Schedule 'A' - Job Classifications, Hours of Work, Wage Rates and Overtime for the Works Operation Section, Traffic Section, Works Service Centre, and Survey and Inspection Section .

ARTICLE 25 - DURATION

25.01 This Agreement shall continue in effect from and including the 1st day of April, 1999 to and including the 31st day of March, 2002, and from year to year thereafter, unless either party gives notice to the other party of its desire to negotiate amendments, or to terminate the Agreement. Notice by either party that it wishes to negotiate amendments or terminate the Agreement may only be given during a period of not less than thirty (30) days and not more than ninety (90) days prior to the 31st day of March, 2002, or any succeeding anniversary date of this Agreement.

25.02 The parties will meet within ten (10) days after the giving of notice to the other party for the purpose of conducting negotiations.

25.03 It is understood that during any negotiations following upon notice of amendments or of termination, either party may bring forward proposals and counter-proposals.

SIGNED AT MISSISSAUGA, ONTARIO this day of 1999.

FOR THE CORPORATION:

FOR THE UNION:

Hazel McCallion
Mayor

Chris Schin

Arthur Grannum
Deputy City Clerk

Tom Godden

Eric Draycott Jamie Borg
Director of Human Resources

Angus McDonald
Commissioner, Transportation and Works

Richard Wisniewski

Mary Juskiw

Bruno Di Michele

Ralph Carnovale

SCHEDULE 'A'

JOB CLASSIFICATIONS, HOUR OF WORK, WAGE RATES AND OVERTIME FOR THE
 SURVEY AND INSPECTION SECTION/WORKS OPERATION SECTION/TRAFFIC SECTION
 AND SERVICE CENTRE

A-1 The City will classify employees and pay wage rates in accordance with the following:

SURVEY AND INSPECTION - Effective April 1, 1999

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>24 mths</u>	<u>36 mths</u>
Party Chief	19.79	20.30	20.80	22.09	N/A
Senior Inspector	19.79	20.30	20.80	22.09	N/A
Inspector	18.12	18.62	19.13	20.12	N/A
Junior Inspector	15.41	15.77	16.19	17.04	17.64
Instrument Person	18.12	18.62	19.13	20.12	N/A
Rod Person	14.09	14.85	15.64	15.99	N/A

Effective April 1, 2000

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>24 mths</u>	<u>36 mths</u>
Party Chief	20.19	20.71	21.22	22.53	N/A
Senior Inspector	20.19	20.71	21.22	22.53	N/A
Inspector	18.48	18.99	19.51	20.52	N/A
Junior Inspector	15.72	16.09	16.51	17.38	17.99
Instrument Person	18.48	18.99	19.51	20.52	N/A
Rod Person	14.37	15.15	15.95	16.31	N/A

Effective April 1, 2001

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>24 mths</u>	<u>36 mths</u>
Party Chief	20.69	21.23	21.75	23.09	N/A
Senior Inspector	20.69	21.23	21.75	23.09	N/A
Inspector	18.94	19.46	20.00	21.03	N/A
Junior Inspector	16.11	16.49	16.92	17.81	18.44
Instrument Person	18.94	19.46	20.00	21.03	N/A
Rod Person	14.73	15.53	16.35	16.72	N/A

The maximum rate for the above classifications will be attained automatically. The hourly rate will apply for calculating overtime or deductions for absence from work.

FOR THE INSPECTION AND SURVEY SECTIONS, periods of service of five (5) days or more while acting in a higher position on a temporary basis, will be credited to the employee toward the service requirements for the various increments for each classification.

WORKS OPERATIONS, TRAFFIC, SERVICE CENTRE

Effective April 1, 1999

Works Person I		20.16
Sign Maker	Start:	18.12
	6 Months:	18.62
Works Person II		17.73
Mechanic's Assistant		17.04
Works Person III		17.04
Works Person IV		16.41
Labourer	Start:	13.91
	6 Months:	15.64
Temporary Labourer		10.95

Effective April 1, 2000

Works Person I		20.56
Sign Maker	Start:	18.48
	6 Months:	18.99
Works Person II		18.08
Mechanic's Assistant		17.38
Works Person III		17.38
Works Person IV		16.74
Labourer	Start:	14.19
	6 Months:	15.95
Temporary Labourer		11.17

Effective April 1, 2001

Works Person I		21.07
Sign Maker	Start:	18.94
	6 Months:	19.46
Works Person II		18.53
Mechanic's Assistant		17.81
Works Person III		17.81
Works Person IV		17.16
Labourer	Start:	14.54
	6 Months:	16.35
Temporary Labourer		11.45

A-2

FOR SURVEY AND INSPECTION the regular work week will consist of five (5) days, Monday to Friday, to be worked as follows:

- (a) Employees working as Party Chief, Instrument Person and Rodperson will work seven and one-half (7 ½) hours daily from 8:00am to 4:00pm with one half (½) hour for lunch.
- (b) Employees working as Inspectors will work eight (8) hours daily from 8:00am to 4:30pm with one half (½) hour for lunch.

FOR WORKS OPERATIONS, TRAFFIC AND SERVICE CENTRE the normal working shift shall consist of eight (8) hours as follows:

1st Shift/Days	- 7:30am to 11:30am 12:00 noon to 4:00pm
2nd Shift/Afternoons	- 3:30pm to 7:00pm 7:30pm to midnight

All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of the shift.

A-3

FOR THE WORKS OPERATIONS, TRAFFIC AND SERVICE CENTRE SECTIONS,

the City may, after discussion with the Union Committee, establish shift hours other than those set out above, it being understood that such shifts would be established on the basis of eight (8) hours daily, for a five (5) day week, Monday to Friday inclusive. No shifts will be established under this section unless the work load indicates there is work for a period of two (2) weeks.

FOR THE SURVEY AND INSPECTION SECTIONS, the City may, at its discretion, alter the starting times specified in (a), (b) above by up to one-half (1/2) hour in either direction. Where starting times are altered, the other times specified in (a), (b) above will be correspondingly altered.

A-4 FOR THE WORKS OPERATIONS, TRAFFIC, SERVICE CENTRE AND INSPECTION SECTIONS, the regular work week will consist of five (5) days of eight (8) hours each. Monday to Friday inclusive, for a total of forty (40) hours. This shall not be construed to mean a guarantee of daily or weekly hours.

FOR THE SURVEY SECTION, the regular work week will consist of five (5) days of seven and one half (7.5) hours each, Monday to Friday inclusive, for a total of thirty seven and one half hours (37.5). This shall not be construed to mean a guarantee of daily or weekly hours.

A-4(a) After 16 hours of work in a 24 hour period employees must have 8 consecutive hours of rest prior to reporting for their scheduled work.

The City agrees to maintain, in any agreements with third party contractors governing the performance of such work, a requirement that they must provide the same rest period to their employees.

A-5 The City may hire the number of apprentices to correspond with the number of journeyman mechanics, who will be paid the following percentage of the rate paid to Mechanic/Welders:

1st period of apprenticeship	-	65%
2nd period of apprenticeship	-	70%
3rd period of apprenticeship	-	80%
4th period of apprenticeship	-	85%
5th period of apprenticeship	-	90%

When an apprentice has to attend school as part of his training the City shall pay the apprentice the following rates in lieu of his normal rates while attending the course. Normal deductions will be made from this allowance.

eg:	1st year apprentice	-	\$135.00 per week
	2nd year apprentice	-	\$135.00 plus 10% of regular weekly earnings per week
	3rd year apprentice	-	\$135.00 plus 20% of regular weekly earnings per week

- 4th year apprentice - \$135.00 plus 30% of regular weekly earnings per week
- 5th year apprentice - \$135.00 plus 40% of regular weekly earnings per week

A-6 When a Labourer is required to operate a tenant sweeper, rubber tire roller, bombardier, tractors for sidewalk sweeping and sidewalk snowploughing, sanding and grass cutting, he will be paid as a Works Person IV while operating such machines.

When a Labourer is required by the City to perform concrete repair or construction, headwall repair or catchbasin repair, he will be paid a premium of thirty-four (34) cents per hour while assigned to such duties.

A-7 In view of Mechanic/Welders being required to supply tools, effective April 1, 1999, the City agrees to pay up to \$325.00 per year, as a tool allowance in the last pay of each year. Employees shall be required to submit receipts for any new or replacement tools before any allowance is paid.

A-8 The City may appoint lead hands where they consider supervision is necessary. Lead Hands will be paid fifty (50) cents per hour, effective May 1, 1992, more than their existing rate while acting in a Lead Hand capacity. The job of Lead Hand will not be subject to job posting.

Effective September 1, 1999, the Lead Hand classification will be replaced by the Crew Leader classification which shall include those duties set out in Appendix 'H' The article will then read:

The City may appoint Crew Leaders where they consider supervision is necessary. Employees who are interested in such temporary positions may identify themselves to their supervisor in order to be eligible for such appointment. Crew Leaders will be paid one (\$1.00) dollar per hour, effective upon ratification of this Collective Agreement, more than their existing rate while acting in a Crew Leader capacity. The job of Crew Leader will not be subject to job posting.

A-9 IN THE WORKS OPERATIONS, TRAFFIC AND SERVICE CENTRE SECTIONS, employees required to work on shifts other than those set out in A-2 above, will be given notice of seven (7) calendar days. In the event that such notice is not given, or that the notice is less than seven (7) calendar days, the shifts worked on the first day of the new schedule will be paid at time and one-half.

A-10 If the City requires overtime work, employees will co-operate with the City and overtime rates of time and one-half (1 ½) will be paid for all authorized time worked outside of the regular daily scheduled shift hours, save and except Sunday, which shall be paid at double (x2) the employee's regular hourly rate for all time worked.

Employees may bank unlimited overtime worked as lieu time at the rate earned during each calendar year, however, all such time must be reduced to not more than eighty (80) hours in total by December 31st of each year.

An employee required to work on a Paid Holiday or day celebrated in lieu thereof, will be paid at the overtime rate of pay in addition to payment for the holiday.

A-11 FOR THE WORKS OPERATIONS, TRAFFIC AND SERVICE CENTRE SECTIONS, the City shall endeavour to distribute overtime work as equally as practical on a weekly basis among the employees within a classification who are, in the opinion of the City, qualified to perform the overtime work. The distribution process will be handled in accordance with the provisions of Appendix I to this collective agreement which deals with "Administration of Call Out Lists." Weekly overtime worked lists will be posted in each work location for Works Operations, Traffic and Service Centre.

A-12 A shift premium of forty five (45) cents per hour will be paid for all hours worked on established shifts other than the first shifts set out in A-2 above. Effective July 14th, 1999 the premium will become fifty (50) cents per hour.

FOR SURVEY AND INSPECTION, in the event the City decides to establish shifts, the hours of work for each shift will be discussed with the Union Committee before any such shifts are established.

A-13 An employee who is called back to work in order to meet emergency conditions, will receive not less than three (3) hours pay at the overtime rate. This will not apply to regular overtime assigned to an employee before the end of his shift.

A-14 Employees required to work a continuous shift of more than ten and one-half (10 ½) hours will be granted a paid lunch period of thirty (30) minutes, and will be paid a meal allowance of five dollars and fifty cents (\$5.50). For every ten and one half (10 ½) consecutive hours thereafter the aforementioned applies. Effective January 1st, 1997 this allowance will be paid bi-monthly by expense cheque at the end of the month following the months the allowances were earned. It is understood that an employee is entitled to the same breaks and unpaid meal period during the consecutive hours following the first ten and one half hours (10 ½).

APPENDIX 'A'

Re: Health and Life Benefits

<u>Benefit</u>	<u>Employer Premium Benefit Contribution</u>
<ul style="list-style-type: none"> • BASIC LIFE INSURANCE - 2 x Annual Salary (\$100,000 maximum benefit) 	100%
<ul style="list-style-type: none"> • OMERS PENSION - BASIC PLAN (Except as defined in Appendix 'B') 	50%
<ul style="list-style-type: none"> • DENTAL PLAN - BASIC COVERAGE/PREVENTIVE CARE 	100%
<ul style="list-style-type: none"> • DENTAL PLAN - OPTIONAL COVERAGE Orthodontic and Major Restorative Services 	50%
<ul style="list-style-type: none"> • DENTAL ODA COVERAGE 1994 1997 - effective August 1, 1999 1998 - effective April 1, 2000 1999 - effective April 1, 2001 	100%
<ul style="list-style-type: none"> • EXTENDED HEALTH CARE PLAN TO INCLUDE: Vision Care @ \$150/24 months \$200/24 months - effective August 1, 1999 Hearing Aids @ \$200/2 years Blue Cross Out of Country coverage Chiropractic Service Coverage @\$200/year - effective Aug. 1, 1999 	100%
<ul style="list-style-type: none"> • LTD (OPTIONAL) 	50%
<ul style="list-style-type: none"> • GROUP LIFE - 1 TIMES ANNUAL SALARY (OPTIONAL) 	0%
<ul style="list-style-type: none"> • DEPENDENT GROUP LIFE INSURANCE (OPTIONAL) 	0%
<ul style="list-style-type: none"> • A D & D - 1 ½ ANNUAL SALARY (\$100,000 MAXIMUM BENEFIT) 	100%
<ul style="list-style-type: none"> • SEMI-PRIVATE 	100%
<ul style="list-style-type: none"> • PAID UP RETIREE LIFE INSURANCE - EFFECTIVE AGE 65 (\$2000 upon approved retirement) 	100%

- RETIREE BENEFIT COVERAGE:

For employees retiring on an unreduced pension after 10 years of service with coverage to age 65 -

Life Insurance -	1 times annual salary to maximum of \$50,000	50%
A D & D -	1 times annual salary to maximum of \$50,000	50%
Major Medical -	\$10,000 lifetime benefit maximum to age 65	0%

For employees retiring on a reduced pension 55 or older with at least 10 years of full-time service for a maximum of 10 years or until age 65, whichever occurs first - Benefits for Major Medical and Dental as described in Article 16.06 of this collective agreement. 0%

LETTER OF UNDERSTANDING

between

THE CITY OF MISSISSAUGA, ENGINEERING & WORKS DEPARTMENT

and

C U P E, L O C A L 66

Re : OMERS and Sick Leave

This Letter will confirm the understanding reached between the parties concerning the OMERS Pension Plan and Sick Leave during 1985 negotiations.

It is agreed by the parties that this Letter of Understanding will remain in force until the employees listed below have all retired from the City's employment.

The City agrees to institute the OMERS Type I Supplement effective 1 September 1986, provided the Union agrees that those employees eligible for the Supplement will no longer be covered by the provisions of Article 15.10 (a) and (b) of the Collective Agreement, effective 1 September 1986.

It is understood that those employees receiving the OMERS Type I Supplementary Benefit, who become eligible for Sick Leave, must make application for LTD Benefits, should they become disabled and unable to work for longer than a 120 day period. Sick Leave days may be used during the 120 day period.

However, it is agreed by the parties that those eligible for the OMERS Type 1 Supplement will continue to be covered by the remaining sections of Article 15.

Eligible Employees covered by this Agreement:

H Bielanowsky	H Colbourne
A Cornwall	M Diteodoro
J Fiddler	R Lord
J Meyer	I Pylypczuk
F Reck	A Rentenaar
B Ryk	G Silcox

AGREED TO BY

FOR THE UNION

FOR THE CITY

B Ryk

A E McDonald

F Reck

D Debenham

G LeBoeuf

D Bray

E Nelson

E Draycott

H Rentenaar

P Jordison

DATE: 15 December 1986

APPENDIX 'C'

Eligible Employees - Sick Leave Credit Program

Subject to the conditions contained in Appendix 'B', the Letter of Understanding dated 15 December 1986 concerning OMERS and Sick Leave, this will confirm those employees who as of the date of signing the current collective agreement were covered by the Sick Leave Credit Program.

<u>NAME</u>	<u>EMPLOYEE NUMBER</u>	<u>SCHEDULED RETIREMENT DATE</u>
BELFORD, G	5995	2015/3/29
BLOWER, B	6260	2016/2/22
BOGERT, W	2708	2001/7/4
CATLIN, N	4882	2002/7/13
D'OVIDIO, L	0758	2005/11/8
DOCHERTY, A	7475	2013/6/14
ENGLISH, D	2114	2005/12/24
FIDDLER, J	0366	2008/4/18
GODDEN, T	0528	2007/7/21
HAWN, R	7035	2015/3/19
JUSKIW, M	9331	2018/12/15
LEBOEUF, G	3770	2019/3/16
MACDONALD, J	0691	2010/2/12
MCKEE, D	3127	2010/3/11
NARVALI, V	5400	2005/2/26
NELSON, E	1216	2010/7/27
PARSONS, P	5008	2021/4/24
PRUE, S	5458	2018/5/1
REYNOLDS, D	1283	2008/10/22
SALMON, J	8009	2005/5/14
SCRACE, D	3431	2011/10/20
SUDOL, B	5798	2006/7/7
SUTHERLAND, D	4550	2008/1/3
TEW, E	7477	2012/4/14
THOMPSON, L	3713	2017/7/25
WATSON, I	1875	2022/1/23
WILSON, P	9677	2000/4/1
WOLFRAIM, L	0942	2016/11/19

LETTER OF UNDERSTANDING

Between

THE CORPORATION of the CITY OF MISSISSAUGA

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

Re : Winter Works Supervision

The parties agree to the following with respect to work assignments for the annual Winter Works Programme:

- 1) Bargaining unit employees transferred to non-bargaining unit positions to assist in winter maintenance activities will continue to remain bargaining unit members. They will continue to accumulate bargaining unit seniority at the regular rate of pay and also continue to be eligible to receive their normal benefits.
- 2) During the temporary re-assignment period, the affected employees will work a 40 hour week Monday to Friday. Overtime worked will be taken at time and one half (as time off in lieu of) at a time suitable to the City prior to April 30th of each year.
- 3) Should any shortage of work occur, any layoff will be handled in accordance with the provisions of the Collective Agreement.
- 4) These temporary positions will be posted internally within the Engineering and Works Sections of the Transportation and Works Department, for interested employees to apply.
- 5) Applications will be dealt with in accordance with the provisions of the Collective Agreement and all internal applicants will receive an interview.
- 6) The parties agree that the filling of their temporary positions will not be subject to the grievance procedure.

- 7) Employees selected will be on call on a rotational basis which will be worked out in an equitable manner with the Supervisory Staff in each District.
- 8) When not required to assist in Winter activities, the employees involved will be re-assigned to perform normal and related duties to the Sections from which they came.

FOR THE UNION

FOR THE CITY

P Ferrara

A E McDonald

G Leboeuf

J Pitushka

T Godden

S Chan

C Schin

E Draycott

G Silcox

R Carnovale

Dated: October 11, 1991.

LETTER OF UNDERSTANDING

Between

THE CORPORATION of the CITY OF MISSISSAUGA

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

Re: Lack of Work

This will confirm the understanding reached between the parties concerning the practice in the eventuality that layoff should affect members of the bargaining unit in the future.

The parties agree that if during the term of the collective agreement, it becomes necessary to layoff bargaining unit members as the result of lack of work, all efforts will be made by the Corporation to offer those affected suitable alternate work according to their qualifications, wherever it may exist in the Corporation. To offer suitable work, job postings may be waived; a suitable trial period may be provided and related training opportunities may be provided.

FOR THE CORPORATION:

FOR THE UNION:

Hazel McCallion
Mayor

Chris Schin

Arthur Grannum
Deputy City Clerk

Tom Godden

Eric Draycott
Director of Human Resources

Jamie Borg

Angus McDonald
Commissioner, Transportation and Works

Richard Wisniewski

Mary Juskiw

Bruno Di Michele

Dated:

Ralph Carnovale

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

Re: Health and Life Benefits

This letter will confirm the understanding of the parties concerning health and life benefits changes during the period of the Collective Agreement. The parties agree that should the City provide health and life benefits of the type described in Article 16 of the Collective Agreement, but for Article 16.03, to non-union staff, during the period between April 1, 1999 and March 31, 2002 which constitute an improvement upon the employment benefits provided to members of the Union, the City shall simultaneously provide such improved benefits to members of the Union.

FOR THE CORPORATION:

FOR THE UNION:

Hazel McCallion
Mayor

Chris Schin

Arthur Grannum
Deputy City Clerk

Tom Godden

Eric Draycott
Director of Human Resources

Jamie Borg

Angus McDonald
Commissioner, Transportation and Works

Richard Wisniewski

Mary Juskiw

Bruno Di Michele

Dated:

Ralph Carnovale

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

Re: Hours of Work and Shifts
Articles A2, A3, A4 and A12

This letter will confirm the understanding of the parties that they agree to meet within thirty (30) days following the ratification of the Collective Agreement to commence discussions regarding proposals, from the City, governing changes to the above-noted provisions of the Collective Agreement. In the event that the parties are unable, despite their mutual best efforts, to reach a new agreement in this regard, the current language shall continue to apply.

FOR THE CORPORATION:

FOR THE UNION:

Hazel McCallion
Mayor

Chris Schin

Arthur Grannum
Deputy City Clerk

Tom Godden

Eric Draycott
Director of Human Resources

Jamie Borg

Angus McDonald
Commissioner, Transportation and Works

Richard Wisniewski

Mary Juskiw

Bruno Di Michele

Ralph Carnovale

Dated:

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

Re: Crew Leader Responsibilities

This letter will confirm the understanding of the parties concerning Crew Leader responsibilities. It is agreed that those acting in the capacity of Crew Leader will be responsible for:

Ensuring work orders are carried out to acceptable City standards and that related documentation is properly completed.

Arranging for and returning in good condition all the supplies and equipment required to carry out job assignments.

Ensuring proper safety procedures are adhered to by all crew members as it relates to safety wear (hard hats, boots, gloves, glasses) and proper job site safety procedures (traffic control, equipment use etc.). Responsibility extends to advising and notifying non-compliant employees and advising Foreman/Supervisor of non-compliance.

Making reasonable job specific decisions about materials used/substituted and how to carry-out tasks based on physical location and potential restrictions. Decisions which require significant deviation from the job work order will be brought to the attention of the Foreman/Supervisor.

Determining appropriate break times based on workflow.

Acting as the primary contact with the public regarding inquiries/complaints while on the job site. Decision to refer to Foreman/Supervisor will be discretionary based on individual circumstances.

Determining the order in which the assignments will be carried out based on an efficient and logical routing to minimize down time.

Assessing the situation and seeking permission in the event of overtime.

Other reasonable duties as may be assigned.

Re: Crew Leader Responsibilities

FOR THE CORPORATION:

Hazel McCallion
Mayor

Arthur Grannum
Deputy City Clerk

Eric Draycott
Director of Human Resources

Angus McDonald
Commissioner, Transportation and Works

FOR THE UNION:

Chris Schin

Tom Godden

Jamie Borg

Richard Wisniewski

Mary Juskiw

Bruno Di Michele

Ralph Carnovale

Dated: