



COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF BARRIE
(hereinafter referred to as “the Corporation”)

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)
(hereinafter referred to as “the Union”)

OF THE SECOND PART

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF BARRIE

and

CUPE LOCAL 2380 (CITY OF BARRIE UNIT)

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ARTICLE 1 - PURPOSE

1:01 WHEREAS it is the desire of both parties to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and efficiency of operations, and to promote the morale and well-being of all employees in the bargaining unit;

THEREFORE, to implement the foregoing, the parties mutually covenant and agree to the following articles and appendices.

ARTICLE 2 - RECOGNITION

2:01 The Corporation recognizes the Union as the sole bargaining agent for all employees of the Corporation, save and except the following:

- a) persons presently covered by a subsisting collective agreement other than this Agreement;
- b) foreperson, and employees above the rank of foreperson;
- c) supervisors, and employees above the rank of supervisor;
- d) employees in the following positions:
 - All positions in the Human Resources Department
 - All positions in the Communications and Intergovernmental Affairs Department
 - Payroll Specialist
 - Payroll Clerk
 - Administration Assistants
 - Clerk-Typist (Office of the Chief Administrative Officer)
 - Co-ordinator of Vehicle and Equipment Training
 - Executive Assistants
 - Office Co-ordinators I and II
 - Utility SCADA Specialist.
- e) professional engineers employed in an engineering capacity;
- f) persons regularly employed for not more than twenty-four hours per week;
- g) summer students employed during the school vacation period (i.e. from April 1 to September 30th inclusive.)

2:02 It is recognized that the Corporation is responsible for the safety, health, comfort and general welfare of the citizens of Barrie. The Union will, to the best of its ability, assist in the continued maintenance of services essential to the welfare and safety of the residents of the City of Barrie, subject to the Ontario Labour Relations Act with regard to legal strikes.

2:03 **Work of Bargaining Unit**

Supervisory personnel whose jobs are not in the Bargaining Unit shall not be assigned work which is included in the Bargaining Unit.

ARTICLE 3 - DEFINITIONS

3:01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

3:02 **Permanent Employee**

A permanent employee is an employee employed in a job listed in Appendix A who has satisfactorily completed the probationary period and has been placed on the permanent staff by the Corporation. A permanent employee assigned to a temporary role continues to be classified as a permanent employee for the purposes of this agreement.

3:03 **Probationary Employee**

- a) A probationary employee is an employee employed in a job listed in Appendix A who is being considered by the Corporation for permanent employment and who may be appointed to the permanent staff upon satisfactory completion of six (6) continuous months of service as a probationary or temporary employee. This probationary period may be extended by up to three (3) months by mutual consent of the parties.
- b) All the provisions of this Agreement apply to a probationary employee with the exception of the right to grieve against dismissal, unless the grievance alleges discrimination under Article 4.
- c) If a temporary employee is subsequently employed as a permanent employee in the same position, within the same branch, as that held as a temporary without a break in employment, his period of continuous service as a temporary employee shall be credited towards his probationary period.
- d) If a casual employee is subsequently employed as a permanent employee in the same position, within the same branch, as that held as a casual without a break in employment, his period of continuous service as a casual employee shall be credited towards his probationary period on a pro-rata basis based on actual hours paid for in his current period of continuous employment.

3:04 **Casual Employee**

- a) A casual employee is an employee (including a student employed during a co-operative work term) employed in a job listed in Appendix A who is hired for work of a casual or seasonal nature for a continuous period not exceeding eight (8) months. An employee shall not be employed as a casual employee for more than eight (8) months in any twelve (12) month period in any classification.

3:04 b) All articles of this Agreement apply to casual employees with the exception of the following:

- Article 8 - SENIORITY, except as provided in Article 8:01(c)
 - Article 11 - Grievance against layoff and dismissal
 - Article 16 - HOLIDAYS
 - Article 17 - VACATIONS
 - Article 18 - SICK LEAVE
 - Article 20 - BENEFIT PLANS
 - Article 22 - HOURS OF WORK (co-op students only)
 - Article 27:03 - Tool Allowance
- } will be in accordance with
the *Employment Standards Act*

- c) Vacation pay for casual employees will be paid on the pay day for the period in which the vacation pay accrues. Employees who are entitled to vacation time under the *Employment Standards Act, 2000 ("ESA")*, will be entitled to take unpaid vacation to satisfy the requirements of the *ESA*, as they will have already received the corresponding vacation pay on the pay day for the period in which the vacation pay accrues.
- d) A casual employee (except a co-op student) will receive four (4) percent in lieu of benefits following the completion of a total of twenty-four (24) cumulative months of employment. (Effective January 1, 2014)

3:05 **Temporary Employee**

- a) A temporary employee is a non-permanent employee who is employed in a job listed in Appendix A on a full-time basis:
- i) for a specified limited period; or
 - ii) for an unspecified limited period to replace an employee on authorized leave of absence (i.e. maternity leave, illness, etc.); or
 - iii) to cover a position which has not been confirmed as an addition to the Corporation, but not in excess of one (1) year unless mutually agreed.
- b) All articles of this Agreement apply to temporary employees except the following:

- Article 8 - SENIORITY, except as provided in Article 8:01(b)
 - Article 11 - Grievance against layoff and termination of contract
 - Article 16 - HOLIDAYS
 - Article 17 - VACATIONS
 - Article 18 - SICK LEAVE
 - Article 20 - BENEFIT PLANS (except in accordance with the *OMERS Act*)
 - Article 30:01 (b) - Trade Licences and Certificates
- } will be in accordance with
the *Employment Standards Act*

- c) Vacation pay for temporary employees will be paid on the pay day for the period in which the vacation pay accrues. Employees who are entitled to vacation time under the *Employment Standards Act, 2000 ("ESA")* will be entitled to take unpaid vacation to satisfy the requirements of the *ESA*, as they will have already received the corresponding vacation pay on the pay day for the period in which the vacation pay accrues.

3:06 **Full-time employee**

A full-time employee is an employee employed in a job listed in Appendix A who is regularly scheduled to work either at least thirty-five (35) hours per week or forty (40) hours per week in accordance with Article 22.

ARTICLE 4 - NO DISCRIMINATION

- 4:01 The Corporation agrees that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, transfer, layoff, recall, discipline, discharge by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity in the Union.
- 4:02 Conversely, there shall be no intimidation, harassment, restraint or coercion exercised or practised upon any employee by the Union or by any of its representatives or members; nor shall there be any Union solicitation or activity on Corporation premises during working hours, except as is provided in this Agreement or as is mutually agreed upon.

ARTICLE 5 - MANAGEMENT'S RIGHTS

- 5:01 It is the exclusive function of the Corporation to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline, employees covered by this Agreement, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that any such employee who has attained seniority has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as provided herein;
 - c) manage the operations and undertakings of the Corporation; determine operational requirements and required levels of service; and, without restricting the generality of the foregoing, select, install and require the operation of any equipment, plant and machinery which the Corporation, in its discretion, considers desirable for the efficient or economical carrying out of the operations and undertakings of the Corporation.
- 5:02 The Corporation shall exercise the above rights in a manner that is fair, reasonable and consistent with the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY

- 6:01 Any employee covered by this Agreement may exercise his right to become a member of the Union or to cease to be a member of the Union.

ARTICLE 7 - DEDUCTION OF UNION DUES

- 7:01 The Corporation shall deduct from the pay of all employees covered by this Agreement, as a condition of employment, whatever amounts may from time to time be authorized by the Union as regular dues, and shall remit same on a bi-weekly basis to the National Office of the Union. The Corporation shall send to the National Office, by the middle of each month, a list of names of all employees from whose wages deductions were made in the previous month, as well as a list of all names added to and all names deleted from the dues deductions list for that month.
- 7:02 At the same time that Income Tax (T-4) slips are made available, the Corporation shall indicate to each employee the amount of Union dues paid by him in the previous year.

7:03 In consideration of this deduction and forwarding service with the Corporation, the Union shall indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the collection and forwarding of these deductions.

ARTICLE 8 - SENIORITY

8:01 a) Seniority is defined as the length of service in the Bargaining Unit as a probationary and permanent employee and shall include seniority accumulated in the former Inside and/or Outside bargaining units. Seniority shall operate on a Bargaining Unit-wide basis.

b) A temporary employee shall not acquire seniority except in the event that he is subsequently appointed to the permanent staff, in which case, upon completion of the probationary period, his seniority shall be back-dated to his date of hire as a temporary employee in his current period of continuous employment.

c) A casual employee shall not acquire seniority except in the event that he is subsequently appointed to the permanent staff, in which case, upon completion of the probationary period, his seniority shall be back-dated on a pro-rata basis based on actual hours paid for in his current period of continuous employment.

8:02 A seniority list shall be compiled by the Corporation at the end of each calendar year and each permanent and probationary employee will be placed thereon with his seniority date. Copies of the seniority list shall be provided to the Union and the Union has the right to ask for reasonable updates to the seniority list which the Corporation will provide.

8:03 An employee shall be considered to have lost his seniority rights, and his employment shall be considered to have terminated, for any of the following reasons:

- a) if he resigns or retires;
- b) if he is discharged and the discharge is not reversed through the grievance procedure;
- c) if he has been absent for three (3) consecutive working days without having directly notified his supervisor, unless it was not reasonably possible for him to do so;
- d) if he overstays a leave of absence granted by the Corporation in writing and does not secure an extension of such leave, unless a satisfactory reason is given;
- e) if he is laid off from the Corporation and fails to return to work within five (5) days after being notified by registered mail to his last known address on the Corporation's records;
- f) if he is laid off from the Corporation for more than twenty-four (24) months.

8:04 Seniority When Employee Appointed Outside the Bargaining Unit

a) In the case of an appointment to a temporary position outside the Bargaining Unit, the employee shall accumulate seniority for a period not exceeding eighteen (18) consecutive months from the date of the appointment.

- i) The employee will continue to pay union dues during the above period.
- ii) Should the employee exceed the above period, he is considered to have lost his seniority rights and bargaining unit position.

b) In the case of an appointment to a permanent position outside the Bargaining Unit, the employee shall accumulate seniority for a period not exceeding six (6) months from the date of appointment. In the event that he returns to a position within the Bargaining Unit within twelve (12) months after leaving the Bargaining Unit, he will be credited with

the seniority accumulated in the Bargaining Unit prior to the date of appointment and with the seniority accumulated in accordance with this article.

ARTICLE 9 - NEW EMPLOYEES

- 9:01 a) The Corporation shall acquaint new employees with the fact that a collective agreement is in effect and shall give new employees the name of the Chief Steward and a copy of the current Collective Agreement.
- b) A Union officer will be given an opportunity to make a presentation of up to fifteen (15) minutes to new employees, during regular working hours and without loss of pay, as part of the Corporation's orientation program for new employees, within the first month of employment or at such other time as mutually agreed by the parties, for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.
- c) A Union officer, if not from City Hall or 56 Mulcaster Street, will be permitted a maximum of one (1) hour off work pursuant to Article 9:01(b).

ARTICLE 10 - CORRESPONDENCE BETWEEN THE PARTIES

- 10:01 a) All correspondence between the parties, arising out of this Agreement or incidental thereto, except grievances and written enquiries, shall pass between the Director of Human Resources or designate and the Recording Secretary of the Union.
- b) A copy of the correspondence will be forwarded to the Union Official directly involved in the matter, if applicable. However, the correspondence between the Director of Human Resources or designate and the Recording Secretary of the Union is the only official correspondence for the purposes of timelines and content.
- 10:02 The Corporation shall provide to the Union, at the time of hiring or change in position of an employee, including temporary transfers of more than two weeks, the employee's name, address, date of hire or change in position, title and level of his position, and the wage rate or salary and step.

ARTICLE 11 - GRIEVANCE PROCEDURE

11:01 Definition of a Grievance

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance will be founded solely on the basis of an alleged violation of Article 5:02.

11:02 Expeditious Process

The parties recognize the need for an orderly and speedy procedure for dealing with employee complaints and for handling grievances.

11:03 Union Stewards

- a) The Union has the right to select ten (10) Union Stewards, including a Chief Steward, from amongst those Union members who are permanent employees. The Union Stewards' function is to assist members of the bargaining unit in dealing with employee complaints, in

preparing and presenting grievances in accordance with the grievance procedure, and in attending disciplinary meetings, as observers, in accordance with the discipline procedure.

- b) If an employee wishes the assistance of a Union Steward, the employee should attempt to contact a Steward who works in close proximity to the employee and, if possible, who is an employee of the same department as the employee. If a Union Steward is not available within close proximity to and/or from the same department as the employee, the employee may contact any member of the Union Grievance Committee which includes the Chief Steward and the Local President or Vice-President. In such a situation, the member of the Union Grievance Committee representing the employee shall have the same rights, privileges and functions as a Union Steward.

11:04 **Adjusting Complaints**

- a) It is the mutual desire of the parties that employee complaints be heard, dealt with and resolved as quickly as possible.
- b) An employee has no grievance until he has first given his immediate exempt supervisor an opportunity of adjusting his complaint. Such complaint must be discussed with the immediate exempt supervisor within five (5) working days after the employee became aware or ought reasonably to have been aware of the occurrence of the circumstances giving rise to the complaint. When discussing such a complaint with the immediate exempt supervisor, the employee may be accompanied by a Union Steward or a Union Official if the employee so chooses.
- c) Failing settlement, the complaint may be taken up as a grievance within five (5) working days following the discussion with the immediate exempt supervisor, in the following manner and sequence.
- d) Complaints regarding recruitment decisions are to be made to the applicable Department Head where the vacancy exists. Failing settlement, the complaint may be taken up as a grievance within five (5) working days following the discussion with the Department Head, at Step 3 of the grievance procedure.

11:05 **Step 1**

- a) The aggrieved employee(s), together with a Union Steward, shall submit the grievance in writing to the appropriate manager, who shall convene a meeting to seek to settle the grievance. The written grievance, signed by the grievor, if possible, and a member of the Union Grievance Committee, must contain the nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated.
- b) The appropriate manager shall convene this meeting within five (5) working days to seek to settle the grievance. Notice of the meeting will be given to the employee and copied to the Union Official involved.
- c) The manager will deliver his decision in writing within five (5) working days from the date of the meeting. A courtesy copy of his decision will be forwarded to the Union Steward or Union Official that submitted the grievance. However, this courtesy copy is not the official correspondence for the purpose of timelines and content.
- d) Failing settlement, Step 2 may be invoked.

11:06 **Step 2**

- a) Within five (5) working days following the decision under Step 1, the Union may submit the written grievance to the appropriate department head.
- b) The department head shall convene a meeting with the aggrieved employee, together with a Union Steward, within five (5) working days.
- c) The department head will deliver his decision in writing within five (5) working days from the date of the meeting. A courtesy copy of his decision will be forwarded to the Union Steward or Union Official that submitted the grievance. However, this courtesy copy is not the official correspondence for the purposes of timelines and content.
- d) Failing settlement, Step 3 may be invoked.

11:07 **Step 3**

- a) Within ten (10) working days following the decision under Step 2, the Union may submit the written grievance to the applicable General Manager.
- b) The applicable General Manager shall convene a meeting within ten (10) working days. At the meeting, the grievor may be accompanied by a Union Steward plus the Local President or an alternate.
- c) The applicable General Manager will deliver his decision in writing within ten (10) working days from the date of the meeting.

11:08 A grievance submitted at Step 3 of the grievance procedure, in accordance with Article 14:03(a), 15:07, 23:05 or 29:03 (e), must be submitted within five (5) working days after the circumstances giving rise to the complaint occurred.

11:09 **Union and Corporation Policy Grievances**

- a) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, has a grievance on which an individual could not grieve, Steps 1 and 2 of the grievance procedure may be bypassed.
- b) A meeting shall be held within ten (10) working days after the submission of a Union or Corporation policy grievance. The President and the Chief Steward or, in their absence, their designated alternates, shall be in attendance at this meeting. The party responding to the grievance will deliver its decision in writing within five (5) working days following the date of the meeting.

11:10 Where no answer is given within the time limits specified in the grievance procedure, the employee(s) concerned and the Union shall be entitled to submit the grievance to the next step of the grievance procedure.

11:11 All agreements reached through the grievance procedure between the Corporation and the representatives of the Union are final and binding upon the Corporation, the Union and the employee(s).

11:12 Failing settlement of any grievance at Step 3, the grievance may be submitted to arbitration in accordance with Article 12. If no written request for arbitration is received from the

Union within ten (10) working days after the decision under Step 3 was received, it shall be deemed to have been settled and shall not be eligible for arbitration.

11:13 For the purpose of Article 11, a working day is a weekday (Monday to Friday inclusive) except for holidays set out in Article 16:01 (a). Where a time limit is specified in this agreement as a number of working days, the time shall commence on the first working day following the date of the meeting or decision.

ARTICLE 12 - ARBITRATION

12:01 Any dispute or grievance which has been carried through all the required stages of the grievance procedure as set out in Article 11, and which has not been settled, may be referred to a board of arbitration at the written request of either party.

12:02 Alternatively, either party may request the appointment of a single arbitrator in accordance with the *Ontario Labour Relations Act*.

12:03 Where either party notifies the other party in writing of its desire to submit a grievance to a board of arbitration, the notice shall contain the name of the first party's appointee to the board. The recipient of the notice shall within five (5) working days inform the other party of its appointee to the board. The two appointees shall within ten (10) working days select a third person to act as chairman of the board of arbitration, but should they not do so within the ten (10) working days, then either party may request that the Minister of Labour appoint a person to be chairman.

12:04 Each party shall pay the remuneration and expenses of its appointee and half the remuneration and expenses of the chairman or of a single arbitrator.

12:05 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent, confirmed in writing by the parties.

12:06 The decision of a board of arbitration or a majority thereof, or of a single arbitrator, is final and binding on both parties and on all employees affected by it. If there is no majority decision of a board of arbitration, the decision of the chairman governs.

12:07 A board of arbitration, or a single arbitrator, shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms of this Agreement.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13:01 Job Postings

- a) When a permanent vacancy exists, or a new permanent position is created within the Bargaining Unit, the Corporation shall post notice of the position on all department bulletin boards, for a minimum of one (1) week, with a copy to the Recording Secretary of the Union, in order that all members will know about the position and be able to make written application therefore within the posted deadline.
- b) Such notice shall contain the following information:
 - i) Description of the position, including a brief summary of the duties and responsibilities.
 - ii) The qualifications required for the position including education, experience, knowledge, skills, abilities, etc.
 - iii) The normal hours of work for the position.
 - iv) The pay range.
 - v) The date of issue of the posting.
 - vi) The final date by which applications must be received.

13:02 Selection

- a) Wherever possible, promotions, staff changes and appointments to new positions will be made from within the service of the Corporation. The selection of the successful applicant shall not be made before all employees who have applied have been considered.
- b) In filling posted jobs, the following factors shall be considered:
 - i) qualifications, including education, experience, knowledge, skills, abilities, etc.; and
 - ii) seniority.
- c) If, in a competition under Article 13:01 (a), two (2) or more applicants from within the Bargaining Unit qualify relatively equally for promotion or transfer to another Bargaining Unit position, seniority shall govern.
- d) Where all applicants to a job posting are considered unqualified, the Corporation may consider less qualified candidates, for the posted position, should a fully qualified candidate not be found. To be considered, an applicant must be able to meet the key qualifications within a pre-determined period of time deemed reasonable by the Corporation as part of the terms to successfully fill the position. Such successful applicant will be paid in the appropriate salary level one level below the posted salary level. Once the successful applicant meets the required qualification(s) for the position, within the timelines indicated by the Corporation, his rate of pay will be set at the salary level of the position, effective the date that all qualifications were achieved.

13:03 Trial Period

If from within the Bargaining Unit, the successful applicant shall serve a trial period of up to six (6) months. Conditional upon satisfactory performance, the placement shall be declared permanent after the trial period. If the successful applicant proves unsatisfactory in the position during the trial period, or is unable to perform the duties, he shall be returned to his former classification, level and salary or wage rate, without loss of seniority. Any other employee transferred or promoted as a result of the original placement may also be returned to his former classification, level and salary or wage rate.

13:04 **Temporary Transfers and Assignments**

- a) The Corporation may temporarily assign an employee to work in any job classification covered by this Agreement.
- b) Payment for employees temporarily transferred by the Corporation shall be in accordance with Article 23:03.
- c) Payment for employees who have requested or competed for a temporary assignment and have been successful shall be in accordance with Article 23:04.
- d) An employee who has requested or competed for a temporary assignment and has been successful cannot obtain another temporary position for the first six (6) months that the employee is in the first temporary position.
- e) Permanent employees shall not apply for casual positions.

13:05 **Transfers and Appointments Outside the Bargaining Unit**

- a) No employee shall be transferred to a position outside the Bargaining Unit without his consent.
- b) An employee who is temporarily transferred to a position outside the Bargaining Unit shall continue to be covered by this Collective Agreement, with the exception of the Articles listed below, during such transfer for a period of up to eighteen (18) consecutive months. Seniority is in accordance with Article 8:04 a).

Article 11 – Grievances (related to the non-union position)

Article 12 – Arbitration (related to the non-union position)

Article 14 – Discipline (related to the non-union position)

Article 22 – Hours of Work

Article 23 – Salaries and Wages

Article 24 – Overtime

Article 27 – Safety Footwear, Clothing and Tool Allowances

- c) If an employee is appointed to a permanent position outside the Bargaining Unit and proves unsatisfactory in the position or is unable to perform the duties within the first two months from the date of his transfer out of the Bargaining Unit, he shall be returned to his former classification, level and salary or wage rate. Any other employee transferred or promoted as a result of the original appointment may also be returned to his former classification, level and salary or wage rate.
- d) If an employee is appointed to a permanent position outside the Bargaining Unit and proves unsatisfactory in the position or is unable to perform the duties after two months but within twelve months from the date of his transfer out of the Bargaining Unit, he may be returned to a position within the Bargaining Unit, but such return shall not cause the demotion or layoff of a Bargaining Unit member.
- e) Seniority for employees appointed to a permanent position outside the bargaining unit who return to the bargaining unit as indicated in 13:05 c) and d) will be in accordance with Article 8:04 b).

ARTICLE 14 - DISCIPLINE

- 14:01 a) Managers and supervisors will endeavour to ensure that, if disciplinary action is to be taken against an employee, such action shall be taken without undue delay.
- b) Whenever the Corporation issues a disciplinary letter to an employee, a copy of which is to be placed in the employee's personal file, the Corporation shall give a copy of such letter to the Union within five (5) working days from the date that the letter was given to the employee.
- c) If an employee is required to attend a disciplinary meeting with the Corporation, the employee will be informed beforehand of the nature of the meeting and will be advised that he has the right to require the presence of a Union Steward at such meeting.
- d) The term "disciplinary meeting" means a meeting in which the Corporation, a manager or an exempt supervisor takes or imposes disciplinary action against an employee. "Disciplinary action" means a response from the Corporation to an employee's action, behaviour or conduct that the Corporation deems inappropriate, and includes either a penalty against the employee, or a warning that a repetition of such action, behaviour or conduct will have consequences, or both. "Disciplinary action" includes verbal warning but does not include performance counselling or coaching.

14:02 Discharge and Suspension Procedure

A permanent employee may be dismissed but only for just cause. If an employee is discharged or suspended, the employee and the Union shall be informed promptly in writing of the reason(s) for such discharge or suspension.

14:03 Unjust Suspension or Discharge

Grievance Shall Bypass Steps 1 and 2

- a) An employee considered by the Union to be wrongfully or unjustly suspended or discharged [subject to Articles 3:03 (b), 3:04 (b) and 3:05 (b)] shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be bypassed in such cases.

14:03 Redress

- b) Should it be found upon investigation through the grievance procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next following such discharge or suspension, 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.

14:04 Personal File

- a) An official file of each employee's career with the Corporation shall be maintained under the control of Human Resources. This file will contain a record of such things as anniversary date, promotions, transfers, performance appraisals, city awards and commendations, disciplinary action (including copies of disciplinary letters which have been sent to the Union), etc.

- b) Subject to clause (b)(ii) below, an employee shall not alter, destroy or remove any document or page contained in his personal file, but has the right to:
 - i) review his personal file;
 - ii) initial any document therein;
 - iii) receive a copy of any document therein; and
 - iv) respond in writing to any document contained therein.

- 14:05 a) The record of any disciplinary action shall not be referred to or used against an employee at any time after 24 months following such action, provided no other disciplinary action has been taken against that employee within that 24-month period.
- b) An employee may request the removal of disciplinary records from their personal file provided there has been no other discipline and that 24 months has passed.

ARTICLE 15 - LAYOFF AND RECALL PROCEDURES

15:01 **General**

- a) Job security increases in proportion to seniority. In layoffs and displacements, casual and temporary employees shall be displaced and/or released before probationary or permanent employees, subject to the requirement that the remaining employees have the qualifications and ability to perform the job satisfactorily.
- b) An employee who is displaced from his job may elect to be laid off from the Corporation (subject to the notice requirements set out in Article 15:05) or to bump into another Bargaining Unit job (subject to the conditions set out in Article 15:02 below).

15:02 **Bumping**

An employee who is displaced from his job and who is unwilling to be laid off from the Corporation may bump into any job classification that is occupied by an employee with less seniority, subject to the following:

- a) the employee exercising the right to bump must have the qualifications and ability to perform the job satisfactorily;
- b) the employee exercising the right to bump must have more seniority than the employee he is bumping;
- c) if there is more than one (1) employee in the job classification, it shall be the employee with the least seniority who is bumped; and
- d) an employee may bump into a higher-paying job classification only if he has been previously classified in, and has demonstrated satisfactory performance in, such classification with the Corporation.

15:03 **Changes in Job Classification and Pay**

The effective date of the change in classification of a displaced or bumped employee shall be determined by mutual agreement of the affected department heads. The pay rate of an employee bumping into a different level shall be adjusted effective the date of change in the employee's classification.

15:04 In the case of a layoff not longer than one (1) day, the bumping provisions of Article 15:01 shall not apply.

15:05 **Notice of Layoff**

- a) If the Corporation issues a layoff notice to an employee, the employee and the Union shall be given full opportunity to meet with the Corporation to discuss the bumping options available to the employee.
- b) The Corporation shall notify permanent and probationary employees who are to be laid off from the Corporation at least fifteen (15) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of layoff, he shall be paid in lieu of work for that part of fifteen (15) days during which work was not made available. If a greater period of notice is required by legislation, such greater period of notice or pay in lieu shall be given.

15:06 **Recall**

- a) An employee laid off or displaced from his regular classification pursuant to Article 15:01 is subject to recall in accordance with the following, provided he has the qualifications and the ability to perform the job.
- b) If the Corporation declares that a vacancy exists in a classification from which an employee has been laid off or displaced, the employee shall be recalled to his regular classification. Where two or more employees have been laid off or displaced from such classification, the most senior of such employees shall be recalled.
- c) If the Corporation declares that a vacancy exists in a classification from which no employee has been laid off or displaced, the most senior employee on layoff shall be recalled, provided that no employee shall be recalled to a higher-paying classification than the one from which he was laid off, unless he has been previously classified in, and has demonstrated satisfactory performance in, such classification with the Corporation.
- d) If the Corporation declares that a vacancy exists in a classification to which no employee is subject to recall pursuant to paragraph (a) or (b) above, the vacancy shall be posted in accordance with Article 13.01. No new employee shall be hired to perform a job covered by this Collective Agreement as long as there is a permanent employee on layoff who has the proven qualifications and ability to perform that job.
- e) A laid off or displaced employee is free to apply for any posted job.

15:07 **Grievances on Layoffs**

Grievances concerning layoffs shall be initiated at Step 3 of the grievance procedure.

ARTICLE 16 - HOLIDAYS

16:01 a) A permanent or probationary employee shall receive the following holidays with pay:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- (1) Floater

- The half day before Christmas and the half day before New Year's Day, except when Christmas Day and New Year's Day fall on a Sunday or Monday.

- Any day or half day proclaimed by the Corporation.

- b) Employees will be entitled to one (1) float holiday as noted above and shall be taken within the calendar year at a time(s) mutually agreed upon by the employee and the appropriate exempt supervisor.
- c) Requests from employees to attend Remembrance Day services on November 11th of each calendar year will not be unreasonably denied.
- d) To qualify for each of the holidays listed in Article 16:01(a), an employee must work his regularly scheduled working day before and his regularly scheduled working day after the holiday, except when the employee is on approved vacation, certified sick leave (excluding LTD), or other absence of twenty (20) working days or less. Payment for holidays during short-term disability shall be in accordance with Article 18:14.

16:02 a) When any of the holidays listed in Article 16:01(a) falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following working day(s) shall be deemed to be the holiday(s) for the purpose of this Agreement.

- b) In the case of an employee who works on rotating or special shifts and is scheduled to work a shift, the majority of hours of which fall within the twenty-four (24) hour period of the actual holiday (i.e. Christmas Day, Boxing Day, New Year's Day or Canada Day), the premium rate of pay referred to in Article 24:03 will apply to such actual holiday and not the designated day of observance of that holiday. Under no circumstances will the employee be paid the premium rate for both the actual holiday and the day designated to be observed as that holiday.

16:03 An employee who is on shift work and whose regular day off falls on a holiday may apply for a day's holiday pay or, alternatively, may elect a lieu day. Such option must be selected within the affected pay period and, if a lieu day is selected, it must be taken within three (3) months at a time mutually agreed upon.

16:04 **Holidays for Landfill Attendant**

- a) If a holiday falls on the Landfill Attendant's normal day off and he receives payment for it, he shall receive a normal day's pay for it, namely seven (7) hours' pay.
- b) If the Landfill Attendant takes a day off as a holiday (either on the holiday itself or as a lieu day), he will receive no less than thirty-five (35) hours' pay for the week.

16:05 **Holidays for Road Patrolpersons**

- a) "Holiday pay" for Road Patrolpersons is defined as eight (8) hours pay at the employee's regular hourly rate. For a shift that extends over two calendar days, the holiday will be recognized on the calendar day of the holiday that the shift begins (i.e., 3:30 pm December 25th to 4:00 am December 26th is Christmas Day).
- b) In accordance with s. 27(2) of the *Employment Standards Act* ("ESA, 2000"), if the Road Patrolperson works on a holiday listed in Article 16:01a) that would ordinarily be a working day for that employee, the employee will have a choice to receive holiday pay or be provided with a substitute day off with holiday pay.
- c) In accordance with s. 29 of the *ESA, 2000*, if the holiday falls on a day that would normally not be a working day, the employee will have a choice to receive holiday pay or be provided with a substitute day off with holiday pay.

ARTICLE 17 - VACATIONS

17:01 The qualifying year for each permanent employee shall be based on his anniversary date. "Anniversary date" is the date on which he last commenced full-time employment with the Corporation as a probationary or permanent employee, or as a casual or temporary employee if he was subsequently appointed to the permanent staff in accordance with Article 8:01 (b) or (c). For the purposes of this article only, employees within the Bargaining Unit that are laid off or displaced from their regular classification pursuant to Article 15:01 and are subject to recall under Article 15:06 within a thirteen (13) week period shall not be considered to have their employment terminated and it shall be deemed to be an unbroken period of employment with full seniority. Subject to Article 21, eligibility for vacations shall be on the following basis:

<u>Vacation Entitlement</u>		<u>Length of Service</u>
1 week	after	6 months
2 weeks	after	1 year
3 weeks	after	2 years
4 weeks	after	8 years
5 weeks	after	16 years
6 weeks	after	25 years

- 17:02 a) An employee shall receive a vacation pay adjustment for each applicable pay period, equal to six (6) percent on any earnings exceeding his regular bi-weekly wages (including alternate rate, overtime, shift premium and lieu time paid out).
- b) For Road Patrolpersons, for each week of vacation time off under Article 17:01, an employee's vacation pay shall be forty (40) hours of regular pay.
- 17:03 The Corporation shall attempt to provide vacations during the periods preferred by employees; however, in scheduling vacations, the Corporation shall ensure that operational requirements are met and that sufficient personnel are available to provide the required level of service.
- 17:04 a) Except with prior approval of the Corporation, vacations must be taken within the twelve (12) month period following the anniversary date of the employee and shall not be accumulated. An employee may make written request to the appropriate exempt supervisor for approval to carry over vacation credits to the following anniversary year for

reason of travel, etc. Such requests shall state the amount of vacation credits the employee wishes to carry over and the reason for the request.

- b) Vacation credits that an employee has not been able to use (e.g. as a result of absence due to total disability) shall be carried over to the following anniversary year. An employee shall not be entitled to receive vacation pay in lump sum without taking the corresponding time off as vacation, except upon termination of employment, in which case pay-out will be made at the employee's current rate.

c) **Vacation Scheduling and Vacation Pay**

At least two (2) weeks' annual vacation must be scheduled for an employee even if he is on sick leave. Subject to Article 17:04, all vacation entitlement must be taken (either as vacation or top up) during an employee's anniversary year. An employee shall not be entitled to receive vacation pay in lump sum without taking the corresponding time off as vacation. An employee on vacation shall not be entitled to receive short- or long-term disability benefits in addition to vacation pay.

- 17:05 a) Applications for scheduling vacation should be made in writing, in accordance with departmental/divisional procedures, by March 1 for the following one-year period (April 1-March 31). Management will process and approve applications, subject to Article 17:03, in accordance with the following.

- i) Applications for vacation periods consisting of full-work-week increments will be processed first, so as to enable the greatest possible number of permanent employees to take their vacation during their preferred periods. ("Work week" means an employee's work week and can include paid holidays and lieu days under Articles 16:01 and 24:08.) If a conflict arises between two or more employees with respect to such vacation preferences, seniority shall govern.

- ii) Once all applications have been processed for vacations in full-work-week increments, management will process and approve applications for vacation periods consisting of less than full-work-week increments. If a conflict arises between two or more employees with respect to such short-duration vacation preferences, seniority shall govern.

- iii) Approved vacation schedules shall be posted by April 1. After April 1, a period of approved vacation cannot be changed except by mutual agreement of the employee and the appropriate exempt supervisor.

- 17:06 An application for scheduling vacation made after March 1 should be submitted in writing, in accordance with departmental/divisional procedures, as far in advance of the requested time as possible. Management will process and approve such applications, subject to Article 17:03, on a first-come, first-served basis. If two or more employees simultaneously request the same vacation time, and a conflict arises, seniority shall govern. Once such an application for scheduling vacation has been approved, such scheduling cannot be changed except by mutual agreement of the employee and the appropriate exempt supervisor. The approved vacation schedule shall be updated as required.

- 17:07 Only one Road Patrolperson may be scheduled on vacation at any one time.

- 17:08 Vacation entitlement for the year in which an employee's employment terminates shall be pro-rated in proportion to that portion of the employee's current anniversary year during which he was employed by the Corporation.

ARTICLE 18 - SICK LEAVE

18:01 Sick leave means the period of time during which an employee is permitted to be absent from work by virtue of being sick, quarantined or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

18:02 Notification of Absence

If it is necessary for an employee to go on sick leave, he shall notify his immediate exempt supervisor, or the supervisor's designate, as soon as possible and shall, when possible, inform him of the date and time he expects to be able to return to work.

18:03 Doctor, medical and dentist appointments

Time off during normal working hours may be paid from accumulated sick leave credits for doctor, medical and dentist appointments upon approval of the immediate exempt supervisor. The term "doctor appointment" means an appointment with a medical doctor, or undergoing treatment or procedure prescribed by a medical doctor. The term "medical appointment" means an appointment with a legally licensed chiropractor, osteopath, chiropodist, podiatrist, naturopath or optometrist. When requested, the employee must provide a signed medical certificate (with the cost, if any, paid by the Corporation) confirming the employee's attendance at the appointment. Employees are asked to try to schedule all such appointments outside working hours when possible. Approval to attend a medical appointment is subject to operational requirements and the need to ensure that sufficient personnel are available to provide the required level of service.

18:04 Sick Dependent Children

Time off during normal working hours may be paid from a maximum of the equivalent of two (2) days worth of sick leave credits in any calendar year for the care of sick dependent children. The term 'dependent children' means children either under 18 years of age, or mentally or physically impaired.

18:05 E.I. Premium Rebate

5/12 of the reduction in the Corporation's Employment Insurance premium, arising from the Corporation's income protection plan for employees covered by this Agreement, shall be shared with permanent and probationary employees in December of each year.

18:06 Short-Term / Long-Term Disability Plan

All permanent and probationary employees will be covered by the Short-term Disability Plan provided by the Corporation, and will be enrolled in and covered by the Long-term Disability Plan funded by the Corporation and provided by the applicable insurance company or an equivalent LTD plan. [The main provisions of the LTD Plan are summarized in Article 20:01(d).]

18:07 Sick Leave Credits

- a) An employee will receive six (6) days' worth of sick leave credits (as defined in Articles 22:02 and 22:05) at the beginning of each calendar year. Road Patrolpersons will receive forty-eight (48) hours worth of sick leave credits, instead of six (6) days, at the beginning of each calendar year. These sick leave credits for all employees will be added to the

balance of sick leave credits in the employee's sick leave credit bank. Sick leave credits will be prorated in the year as follows:

- i) in an employee's first year of enrolment in the Plan;
 - ii) for an absence in excess of twenty (20) consecutive working days under Article 21:02;
 - iii) for an absence under Article 21:06; and
 - iv) in case of transfer to a different sick leave plan in the Corporation.
- b) Banked sick leave credits may be used to provide income for an employee for doctor, medical and dentist appointments; during the waiting period prior to short-term disability benefits; and to top up short-term disability benefits, long-term disability benefits and WSIB benefits. One (1) hour will be deducted from an employee's accumulated sick leave credits for an hour's worth of benefit paid.
- c) The sick leave benefit paid to an employee for the use of an hour of sick leave credit will be as follows. If the absence occurs during a temporary transfer to a higher-paying job, the sick leave benefit shall equal the alternate rate for as long as the temporary transfer was expected to continue but not longer than two (2) weeks. In all other cases, the sick leave benefit shall equal the employee's normal base hourly rate (i.e., the hourly rate that corresponds to the employee's permanent job classification).

18:08 **Short-Term Disability - Waiting Period**

- a) An employee will receive short-term disability benefits commencing on the first full day of absence if he:
- i) is hospitalized (meaning that the employee is required by a physician to stay overnight in a hospital as defined by the Ontario Ministry of Health);
 - ii) is incapacitated as a result of a non-work-related accident; or
 - iii) undergoes dental surgery, or medical surgery covered by OHIP, where the dental or medical surgeon determines that the employee is incapacitated and prescribes at least one (1) full day's recovery at home.
- b) In all other cases of sick leave, an employee, with the exception of Road Patrolpersons, will receive short-term disability benefits commencing on the third consecutive working day following the first full day of absence. Road Patrolpersons will be eligible for short-term disability benefits after an absence of twenty-four (24) consecutive hours of work time.
- c) The Corporation may require a signed medical certificate (with the cost, if any, paid by the Corporation) to substantiate the employee's inability to work.

18:09 **Pay During Waiting Period**

During the waiting period prior to short-term disability benefits, an employee may continue receiving full pay by drawing on earned sick leave credits or, once such credits are exhausted, banked overtime credits or earned vacation credits (provided the latter are not depleted below the number of credits that must be retained to ensure that the employee receives two (2) weeks' annual paid vacation).

18:10 **Short-term Disability Benefit**

Short-term disability benefits equal 75% of the employee's current normal base pay and are payable up to and including the 118th consecutive working day following the date that the disability commenced. (For the purpose of this section, vacation days are considered working days). If the absence occurs during a temporary transfer to a higher-paying job, the term "current base pay" means the employee's alternate rate for as long as the temporary transfer was expected to continue but not longer than two weeks. In all other cases, "current base pay" means the employee's normal base rate.

18:11 **Top up of Short-term and Long-term Disability Benefits**

An employee may top up short-term or long-term disability benefits to 100% of current normal base pay by drawing on earned sick leave credits or, once such credits are exhausted, banked overtime credits or earned vacation credits (provided the latter are not depleted below the number of credits that must be retained to ensure that the employee receives two weeks' annual paid vacation).

18:12 **Consecutive Disabilities (STD)**

If an employee returns to work after a period of short-term disability and then, within fourteen (14) consecutive calendar days, again becomes disabled, then the two (2) periods of absence will be considered one (1) period of short-term disability, unless the cause of the second disablement is wholly and distinctly different from the cause of the first.

18:13 **Sick Leave and Vacation Credits During Sick Leave**

An employee shall continue to earn sick leave and vacation credits while on sick leave.

18:14 **Paid Holidays During STD**

For an employee who is on short-term disability and who qualifies for a paid holiday under Article 16:01(a), the holiday is considered a working day for the purpose of Article 18:10. An employee shall not be entitled to receive holiday pay and short-term disability benefits for the same day.

ARTICLE 19 - WORKERS' COMPENSATION ABSENCES

- 19:01 a) If Loss of Earnings (LOE) benefits are receivable under the *Workplace Safety and Insurance Act*, an employee may choose, at the time of reporting the accident, to have such benefits increased to 100% of his net pay, for which a deduction of one-eighth (1/8) day's accumulated sick leave shall be made for each day's benefit paid, provided the employee has made proper notification to the Corporation, as outlined in the appropriate departmental procedures. In order to continue receiving his regular net salary and benefits, the employee shall assign his/her LOE benefit to the Corporation. The Corporation shall indicate the amount received from the Workplace Safety and Insurance Board.
- b) If he chooses to top up his LOE benefits to 100% of his net pay, an employee, absent from work as a result of an accident or an occupational illness incurred in the performance of his duties, shall be paid (in addition to LOE benefits) the difference between LOE benefits and his net normal rate of pay, such that his take-home pay will be neither more nor less than would be the case were the employee at work, and his income tax deductions will be adjusted accordingly.

ARTICLE 20 - BENEFIT PLANS

- 20:01 a) Subject to Article 21, the Corporation shall pay 100% of the cost of the following benefit plans for all permanent and probationary employees; however, permanent employees and probationary employees who are sixty-five (65) years of age or older are not entitled to Out-of-Province Coverage:
- i) Single or family coverage under the existing Extended Health Care Plan or equivalent, including the following provisions:
 - an Eye Care Rider providing maximum reimbursement of \$425 effective the ratification date of this agreement; every two years for each insured person;
 - mandatory generic drug substitution (unless the physician directs that a generic substitute is not allowed for valid medical reasons);
 - \$20/\$40 annual deductible;
 - massage therapy coverage to a maximum of \$525 per year effective the ratification date of this agreement;
 - chiropractic coverage to a maximum of \$525 per year effective the ratification date of this agreement;
 - orthotic inserts to a maximum reimbursement of \$400 every three (3) years effective the ratification date of this agreement.
 - ii) Life insurance, providing a benefit equal to twice an employee's base annual salary for employees.
 - iii) Accidental death and dismemberment (AD & D) insurance, providing a benefit equal to the employee's base annual salary.
 - iv) Single or family coverage, with a \$25 annual deductible, under the existing Dental Plan or equivalent, including the following provisions:
 - Part-A charges (diagnostic, preventive and minor treatment), with 100% reimbursement of covered charges to a maximum of \$2,000 per year per person, and with nine (9) month dental recall;
 - Part-B charges (periodontics, endodontics, major surgical treatment), with 100% reimbursement of covered charges;
 - Part-C charges (dentures, bridgework, crowns, major restorative treatment), with 50% reimbursement of covered charges;

- Part-D charges (orthodontics) with 50% reimbursement of covered charges and maximum lifetime orthodontic payment per child of \$3,000.
- b) The Corporation shall pay any Employer Health Tax that the Corporation is required by legislation to pay.
- c) The Corporation shall pay, for permanent and probationary employees, 100% of the cost of a short-term disability (STD) plan with provisions as outlined in Article 18:08 to 18:12, 18:14.
- d) The Corporation shall pay, for permanent and probationary employees below age sixty-five (65), 100% of the cost of a long-term disability (LTD) plan including the following provisions (note: detailed provisions are as set out in the carrier policy):
 - i) Benefit amount equal to 70% of employee's regular earnings when last at work (subject to integration of other benefits such as CPP and WSIB benefits);
 - ii) Commencement of benefit on the 119th consecutive working day following the date that the disability commenced;
 - iii) Two (2) year 'own-occupation' clause;
 - iv) Two (2) periods of absence from same cause within six (6) months considered one (1) period of disability;
 - v) Top up from sick leave credits, overtime credits and vacation credits.
- e) In case of a strike or lock-out, the Corporation will bill the Union for the benefit plan premiums.
- f) The Corporation may change the carrier of any benefit plan provided that it is at least equivalent to the present benefits provided in this Collective Agreement and there is prior written notification to and consultation with the Union.
- g) Any new group benefit plans or additions to existing group benefit plans shall be presented to the Union prior to being offered to the employees.
- h) Details of coverage will be in accordance with the policies of the benefit plan carrier. The Corporation shall provide to the Union a copy of the plan policy and any subsequent amendments.

20:02 **OMERS**

All permanent and probationary employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) plan, which provides for a 2% "final-average-earnings" basic pension benefit, or such other benefits as may apply if the employee does not remain in municipal service until retirement.

20:03 **Retiree Benefits**

- a) An employee who retires from the Corporation with an unreduced OMERS pension will be allowed to maintain his coverage to age sixty-five (65), at his expense, under the group benefit plans set out in Article 20:01(a)(ii), (iii), and/or (i) and (iv) combined. Such coverage shall not include out-of-province expenses. The cost of such coverage shall be paid by the employee by periodic advance payments in a manner satisfactory to the Corporation.
- b) An employee who retires from the Corporation with an unreduced OMERS pension will be allowed to maintain his coverage until he turns sixty-five (65) years of age or dies, whichever comes first, at the Corporation's expense, under the group benefit plans set out

in Article 20:01(a) (i) and (iv), so long as he has twenty-five (25) years of consecutive service with the Corporation (effective January 1, 2012: fifteen (15) consecutive years of service with the Corporation) and is at least fifty-five (55) years of age at the time of his retirement, with the following qualifications:

- i) Family Coverage, but no out-of-province coverage;
- ii) Employees with spouses that have coverage, charges must be submitted to the spouse's plan first; and
- iii) If employee receives coverage from another employer, the charges must be submitted to that employer first.

ARTICLE 21 - LEAVES OF ABSENCE

21:01 If it is necessary for an employee to be absent from duty for any reason, he shall contact his immediate exempt supervisor, or the supervisor's designate, as soon as possible, and preferably prior to his scheduled starting time. The employee shall inform the exempt supervisor or the supervisor's designate of when he expects to be able to return to work, if possible.

21:02 **Personal Leave of Absence**

- a) The Corporation may grant a leave of absence, without pay and without loss of seniority, to an employee for personal reasons. A request for personal leave shall be submitted in writing, through the employee's immediate exempt supervisor, to his department head at least two weeks before the requested leave, unless the request arises from an emergency. The request shall contain all pertinent details including the reason for the leave.
- b) The Corporation will not pay the premiums of the benefit plans specified in Article 20 and will not grant sick leave benefits or credits, vacation credits, or paid holidays, and will prorate safety footwear and clothing allowances for an employee who is or will be absent without pay for more than twenty (20) consecutive working days.

21:03 **Leave for Union Business**

- a) The Union acknowledges that Union officers and members of committees have their regular duties to perform on behalf of the Corporation. Such persons shall not absent themselves from their work in order to deal with grievances of employees or for other Union business with the Corporation concerning CUPE Local 2380 without first obtaining permission from their immediate exempt supervisor. Such permission shall not be unreasonably denied.
- b) Subject to Article 21:03(a), the following conditions shall apply:
 - i) Paid leave shall be granted when meeting with the Corporation where the grievance(s) or other Union business concerns employees of the Corporation.
 - ii) Unpaid leave shall be granted where the grievance(s) or other Union business does not concern employees of the Corporation or when not meeting with the Corporation.

21:04 **Leave to Attend Union Conventions and Meetings**

- a) Leave of absence without pay and without loss of seniority may be granted to an employee, upon written request to the employee's immediate exempt supervisor at least two (2) weeks prior to the requested leave along with written approval from a Union Executive Member, to attend Union conventions, seminars, CUPE Executive and

Committee meetings, and meetings of CUPE's affiliated or chartered bodies. Such leave of absence shall not be unreasonably denied.

- b) The maximum number of days which shall be granted for each Agreement year is twenty (20) per person, to a total Bargaining Unit maximum of fifty (50) days in any Agreement year.
- c) In the case of an unpaid leave granted under Article 21:03 or 21:04(a), the Corporation shall continue to pay the employee(s) involved and shall bill the Union for the cost of salaries/wages and the Corporation's share of mandatory benefits (e.g. Employer Health Tax, CPP, EI, OMERS, WSIB).

21:05 **Leave for Jury Duty or Subpoenaed Witness Duty**

An employee who is called for jury duty or who is subpoenaed as a witness in any court, shall receive his regular salary/wages and benefits during such period, provided he deposits with the Director of Finance or designate the full amount of any compensation (excluding travel and meal allowances) received for such duty.

21:06 **Leave for Full-time Union Office**

- a) An employee elected, appointed or offered an appointment on a temporary basis as a salaried representative of the Canadian Union of Public Employees or of its affiliated bodies (The Ontario Federation of Labour or the Canadian Labour Congress) shall be granted a leave of absence without pay while so engaged, provided the Union gives the Corporation at least two weeks' notice prior to the commencement of the leave of absence.
- b) Such leave of absence shall be for a minimum of six (6) months and a maximum of two (2) years, unless extended by written agreement of the parties. Only one (1) employee may be on such leave at one time, and an employee may be granted only one (1) such leave during his or her employment with the Corporation. Seniority and service shall accumulate during such a leave.
- c) The Corporation will not pay the premiums of the benefit plans specified in Article 20 and will not grant (and, where applicable, will prorate) sick leave credits, vacation credits, paid holidays, safety footwear allowance, clothing allowance, tool allowance and any other benefits for an employee on such a leave of absence. Monthly minimum travel payment will not be paid for any full calendar month of absence.

21:07 **Pregnancy and Parental Leave**

- a) Pregnancy and parental leave will be granted in accordance with the *Employment Standards Act* of Ontario.
- b) Subject to the conditions set out in the *Act*, the *Act* provides up to seventeen (17) weeks' unpaid pregnancy leave, up to thirty-five (35) weeks' unpaid parental leave for an employee who takes pregnancy leave, and up to thirty-seven (37) weeks' unpaid parental leave for a parent who does not take pregnancy leave. Parental leave must begin within thirty-five (35) weeks after the child is born or comes into care of the parent. Generally, the parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- c) An employee shall give his or her immediate exempt supervisor as much advance written notice as possible, and at least two (2) weeks' written notice, of the date upon which he or

she intends to commence the leave of absence. In the case of a pregnancy leave, a physician's certificate estimating the date of delivery must accompany the notice.

- d) An employee on pregnancy leave may only return to work within six weeks of the actual date of delivery by furnishing her immediate exempt supervisor with a physician's certificate stating that she is able to return to work.
- e) While an employee is on pregnancy or parental leave;
 - i) He/she shall continue to be enrolled in the benefit plans set out in Article 20:01(a)(i), (ii), (iii), (iv) and d) and the Corporation shall continue to pay the cost of those plans.
 - ii) Upon returning to work, the employee may, for OMERS purposes, buy back the period of leave by making the appropriate employee contributions to OMERS. If the employee chooses to do this, the Corporation will pay the matching employer contributions to OMERS.

21:08 **Bereavement Leave**

- a) Paid leave of absence shall be granted to an employee for four (4) working days associated with the death of an employee's parent, spouse, brother, sister, child/step-child, grandchild, grandparent, aunt, uncle, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or same relationship associated with common law.
- b) Paid leave of absence shall be granted to a representative number of employees, with the specific employees to be designated by the Union, to attend the funeral of an employee employed in the appropriate department, with the permission of the appropriate department head, provided the operations of the division are not unduly disrupted.

ARTICLE 22 - HOURS OF WORK

EMPLOYEES EMPLOYED IN JOBS LISTED IN COLUMN B OF APPENDIX A

22:01 **Normal hours**

The normal hours of work for all employees employed in jobs listed in Column B of Appendix A shall average forty (40) hours per week.

22:02 **Standard Hours**

- a) The standard hours of work for all full-time employees employed in jobs listed in Column B of Appendix A other than those covered by Article 22:03 below shall not be changed except by mutual agreement of the parties and will be eight (8) hours per day, Monday through Friday, or forty (40) hours per week.

Starting Time	Lunch	Finishing Time
7:30 a.m.	½ hour	4:00 p.m.
	(taken sometime between 11:30 a.m. and 1:30 p.m.)	

- b) When required, City-owned vehicles and equipment will remain in the vicinity of the job site during the half (1/2) hour lunch period. Employees may use a designated City vehicle to

travel to a restaurant, park or City facility within the designated vicinity of the job site during their lunch period, but must inform their Foreperson or supervisor of the location. All travelling away from and back to the job site during the lunch period by an employee using any other means of transportation shall be done during the half (1/2) hour lunch period.

22:03 a) **Special or Rotating Shifts**

- i) Street/Sidewalk Sweeping and Flushing Operators (excluding water main flushing) - The appropriate exempt supervisor, together with the permanent employees usually involved and a Union Steward or a Union Official, shall determine the schedule of hours to be worked.
- ii) Landfill Site - The appropriate exempt supervisor, together with the permanent employees usually involved and a Union Steward or a Union Official, shall determine the schedule of hours to be worked as established by City Council.
- iii) Facilities (arenas, marina, pools, community centres) - The appropriate exempt supervisor, together with the permanent employees usually involved and a Union Steward or a Union Official, shall determine the schedule of hours to be worked.
- iv) Wastewater Treatment Facility (WwTF) - The appropriate exempt supervisor, together with the permanent employees usually involved and a Union Steward or a Union Official, shall determine the schedule of hours to be worked.
- v) Road Patrols- The appropriate exempt supervisor, together with the permanent employees usually involved and a Union Steward or a Union Official, shall determine the schedule of hours to be worked.
- vi) Fleet Services Technicians and Fleet Services Duty Technicians hired after June 7, 2004 – The appropriate exempt supervisor, together with the permanent employees usually involved and a Union Steward or a Union Official, shall determine the schedule of hours to be worked.
- vii) Parks and Roads Employees (Hybrid Job Classification as per Appendix A) - The appropriate exempt supervisor, together with the permanent employees usually involved and a Union Steward or a Union Official, shall determine the schedule of hours to be worked.

b) **Other Rotating Shifts**

Operations requiring more than one (1) shift of eight (8) hours will use when necessary, a rotating basis for determining the forty (40) hour week. The appropriate exempt supervisor, together with the permanent employees usually involved, shall determine the schedule of hours to be worked.

- c) If a Facility Operator is required by his immediate Exempt supervisor or manager to remain in the facility during his meal period, the half (1/2) hour meal period shall be a paid meal period that forms part of the Facility Operator's standard hours.
- d) For casual employees employed in parks maintenance (including horticulture and forestry), the normal hours of work per day will be scheduled between the hours of 5:00 a.m. and 4:30 p.m. on any five (5) days of the week. The employee's two (2) days off shall be consecutive. No employee will be required to work split shifts.

- e) Notwithstanding article 22:03(d), for casual employees employed at the Barrie Community Sports Complex, the normal hours of work per day will be scheduled between the hours of 5:00 a.m. and 11:00 p.m. on any five (5) days of the week. The employee's two (2) days off shall be consecutive. No employee will be required to work split shifts.
- f) The normal hours of work per day for any employee in meter servicing and water flushing hired after April 30, 2001 shall be scheduled between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday and 7:30 a.m. and 4:00 p.m. on Saturday. The schedule shall be established only after consultation and discussion with the employees involved. No employee will be required to work split shifts.
- g) The normal hours of work per day for Storepersons shall be scheduled between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday with a half (1/2) hour lunch break. The schedule shall be established only after consultation and discussion with the employees involved. No employee will be required to work split shifts.

EMPLOYEES EMPLOYED IN JOBS LISTED IN COLUMN A OF APPENDIX A

22:04 **Normal hours**

Subject to Article 22:07 (Flexible Working Hours), the normal hours of work for all full-time employees employed in jobs listed in Column A of Appendix A [except those employees covered by Articles 22:06 (b), (c), (d), (f) and (g) and (h)] shall be thirty-five (35) hours per week, seven hours per day, Monday to Friday.

22:05 **Standard Hours**

- a) The standard hours of work for all full-time employees employed in jobs listed in Column A of Appendix A other than those covered by Article 22:06 below will be seven (7) hours per day, Monday through Friday, thirty-five (35) hours per week:

Starting Time 8:30 a.m.	Lunch One hour (taken sometime between 12:00 noon and 2:00 p.m.)	Finishing Time 4:30 p.m.
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- b) The standard hours of work for all full-time employees employed in jobs listed in Column A of Appendix A and hired after June 7, 2004, other than those covered by Article 22:06 below will be seven (7) hours per day, Monday through Friday, thirty-five (35) hours per week:

Starting Time No earlier than 8:30 a.m.	Lunch One hour (taken sometime between 12:00 noon and 2:00 p.m.)	Finishing Time No later than 5:00 p.m.
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- 22:06 a) Employees in the following classifications are to work the hours indicated:

Monday to Friday

Courtroom Support Clerk	8:00 a.m. to 4:00 p.m. 1 hour lunch break
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- b) In order to provide the municipal services established by City Council, employees in the following classifications may be required to work different hours from the hours of work set out in Article 22:05. The scheduled normal hours for such employees will consist of seven (7) hours per day and seventy (70) hours within the established fourteen (14) day pay period. The Corporation will give affected employees one (1) week's notice of any change to their scheduled normal hours. If the Corporation fails to give the required one week's notice to an employee, all hours worked outside the scheduled normal hours shall be considered overtime hours in accordance with Article 24:01 (c) until one (1) week has elapsed since notice was given to the employee of the change in scheduled normal hours. The Corporation will inform the Union of changes to the scheduled normal hours. Employees will not be required to work split shifts.

Aquatic Instructor-Lifeguards (hired after June 7, 2004)

Community Events Programmer

Community Events Coordinator

Facility Services Generalist

Marina Co-ordinator (May 1 through October 31)

*Municipal Law Enforcement Officers I & II (hired after June 7, 2004)

Recreation Programmer - Aquatics

Recreation Programmer

(*Note: Employees hired prior to June 7, 2004 into the classifications marked with an asterisk may be scheduled to work in accordance with Article 22:06 (b) upon mutual agreement of the employee and the immediate exempt supervisor.)

- c) The hours of work for Communications Clerks shall be seventy (70) hours over not more than ten (10) days within the established fourteen (14) day period.
- d) The normal hours of work for Aquatic Instructor-Lifeguards in the Bargaining Unit hired prior to June 7, 2004 will be scheduled by the Corporation between 8:30 a.m. and 5:00 p.m., with at least a half (½)-hour lunch break, Monday through Friday, unless otherwise mutually agreed to by the employee and immediate exempt supervisor.
- e) Employees in job categories related to the construction industry (e.g., inspections, permit co-ordination, surveys, development services) may be required to work more than seven (7) hours per day during the construction season. The Corporation may require that the majority of accumulated lieu-time be taken off during the winter months.
- f) The normal hours of work per day for Landfill Attendants shall be scheduled between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and 7:30 a.m. and 5:00 p.m. on Saturday. The schedule shall be established only after consultation and discussion with the employees involved. No employee will be required to work split shifts.
- g) By mutual agreement of the employee and the department head, a full-time employee employed in a job listed in Column A of Appendix A shall be permitted to adopt a normal work week of forty (40) hours instead of thirty-five (35) hours. The schedule of hours to be worked will be as mutually agreed by the employee and the department head. Overtime premiums will apply to all hours that such an employee is required to work in excess of his regular scheduled hours. A forty (40) hour-per-week employee employed in a job listed in Column A of Appendix A shall be permitted to adopt a normal work week of thirty-five (35) hours by mutual agreement of the employee and the department head.
- h) Employees in economic development, waste reduction and information technology are occasionally required to work in the evenings and on Saturdays. The Corporation may

assign any employee in those occupational categories hired after April 30, 2001 to work up to 70 normal hours per calendar year, on Saturdays and/or in the evenings, outside the standard hours set out in Article 22:05. Such hours shall be established only after consultation with the employees involved, and only upon at least one week's advance notice unless mutually agreed. No employee will be required to work split shifts.

22:07 **Flexible Working Hours (All Employees)**

a) **Purpose**

The purpose of the Flexible Working Hours System is to provide choices, within certain guidelines, as to when work can best be performed to the mutual benefit of the Corporation and employees. This System has been implemented in the belief that allowing flexible working hours improves employees' working conditions and morale, better utilizes the organization's human resources, and improves operational efficiency.

b) **Overriding Principle**

There is an essential ingredient of the Flexible Working Hours System that overrides all other considerations: job responsibility. The job must not suffer, nor must the other jobs in the organization. The primary consideration for all departments is providing high-quality and efficient municipal services. A flexible working hours arrangement shall not be permitted if it would diminish the level or quality of service to the public, if it would result in an additional cost to the Corporation (e.g. in overtime pay), or if it would adversely affect other employees.

- c) Subject to the approval of the department head, an employee may make arrangements to work other than the standard hours. A department head's denial of an employee's request to work flexible hours shall not be the subject of a grievance.
- d) An employee's lunch period must be at least one-half (1/2) hour long, but no more than two (2) hours long.
- e) Overtime premiums will apply to all hours that an employee is required to work in excess of his regular scheduled hours.
- f) A flexible working hours arrangement that deviates from the foregoing is subject to the mutual agreement of the employee and the department head.
- g) No employee will be required to work flexible working hours.
- h) A flexible working hours arrangement may be modified by mutual agreement of the employee and the department head.
- i) A flexible working hours arrangement may be discontinued upon at least one (1) week's written notice by either the employee or the department head.
- j) The Corporation will provide the Union with details of any on-going flexible working hours arrangement.

22:08 In the interest of personal and public safety, the Corporation retains the right to limit the number of consecutive hours worked in excess of twelve (12) hours.

- 22:09 Each employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first and second half of a shift, which shall be taken in the vicinity of the job site, unless otherwise approved.
- 22:10 a) In accordance with s. 17(2) of the *ESA, 2000*, the Union consents to employees working extra hours beyond the employee's regular work day to the maximum of thirteen (13) hours during the municipal election week, subject to the overtime provisions in the collective agreement.
- b) Also in accordance with s. 17(2) of the *ESA, 2000*, the Union consents to employees working extra hours beyond forty-eight (48) hours in a work week to a maximum of sixty (60) hours during the municipal election week, subject to the overtime provisions in the collective agreement.
- 22:11 a) In accordance with s. 17(2) of the *ESA, 2000*, the Union consents to employees working extra hours beyond the employee's regular work day to the maximum permissible by the *ESA, 2000*, subject to the overtime provisions in Article 24.
- b) Also in accordance with s. 17(2) of the *ESA, 2000*, the Union consents to employees working extra hours beyond forty-eight (48) hours in a work week to a maximum of sixty (60) hours, subject to the overtime provisions in Article 24.
- c) In accordance with s. 18(3) of the *ESA, 2000*, the Union consents to employees receiving fewer than eight (8) hours between shifts, where the collective agreement and *ESA, 2000* provisions would permit this.
- d) For the purposes of s. 17(1)(a) of the *ESA, 2000*, the regular work day for Road Patrolpersons, as designated by the Corporation, consists of up to twelve (12) hours per shift. In accordance with s. 17(2) of the *ESA, 2000*, the Union consents to Road Patrolpersons working extra hours beyond twelve (12) hours in a day.

ARTICLE 23 - SALARIES AND WAGES

23:01 The Corporation shall pay salaries and wages on a bi-weekly basis, in accordance with Appendices "B" and "C" attached hereto and forming part of this Agreement.

23:02 For each pay period, an employee will be provided with an itemized statement of his earnings and deductions.

23:03 Corporation Initiated Temporary Transfers and Appointments

- a) When an employee is temporarily transferred by the Corporation to a position in a lower-paying job classification (e.g. to replace an absent employee), he shall continue to be paid at his regular rate, unless he accepts redeployment by the Corporation to a position in a lower paying job classification in lieu of being displaced pursuant to Article 15:01, in which case he shall receive the rate of pay for the new job classification.
- b) When an employee is temporarily transferred by the Corporation to a position in a higher-paying job classification, either inside or outside the Bargaining Unit, he shall be paid at the step in the higher paying range that, if annualized, corresponds to a raise of at least \$1,500 per year, effective upon commencement of the duties of the temporary transfer, provided that:

- i) he is transferred to a position in a job listed in Column B of Appendix A – forty (40) hours per week, for at least two (2) consecutive working hours; or
 - ii) he is transferred to a position in a job listed in Column A of Appendix A – thirty-five (35) hours per week, for at least seven (7) consecutive working hours.
- c) Employees on a temporary transfer greater than four (4) weeks in duration are entitled to receive the corresponding hourly rate defined by 23:03 a) or b) during the approved time away from the position (e.g. vacations), for the duration of the temporary transfer with the exception of the provisions outlined in Article 18:10 Short Term Disability Benefit.

23:04 **Employee Initiated Temporary Transfers and Appointments**

- a) When an employee requests or competes for a temporary assignment and has been successful for a position within a job classification with a lower-paying range, he shall be paid the lower job classification rate effective upon commencement of the duties of the temporary assignment.
- b) When an employee requests or competes for a temporary assignment and has been successful for a position in a job classification with a higher-paying range, he shall be paid at the step in the higher paying range that, if annualized, corresponds to a raise of at least \$1,500 per year, effective upon commencement of the duties of the temporary assignment.
- c) Employees on a temporary assignment greater than four (4) weeks in duration are entitled to receive the corresponding hourly rate defined by 23:04 a) or b) during approved time away from the position (e.g. vacations), for the duration of the temporary assignment with the exception of the provisions outlined in Article 18:10 Short Term Disability Benefit.

23:05 **Step Increases**

- a) A permanent employee's step increase shall become effective on the anniversary of his anniversary date, subject to satisfactory performance.
- b) Subject to satisfactory performance, a casual employee (except a co-op student) will receive a step increase upon the completion of a total of twelve (12) cumulative months of employment in the same position. Time worked towards eligibility for the step increase must be worked within the previous three (3) year period.
- c) Subject to satisfactory performance, a temporary employee will receive a step increase after each 1820 hours (35 hour work week) or 2080 hours (40 hour work week) worked in a job in the same level, as identified in Appendix A (including holidays paid for pursuant to the *Employment Standards Act*).
- d) If an employee is denied a step increase, the Corporation shall so inform the Union in writing at the same time that notice is given to the employee, and a grievance may be filed at Step 3 of the grievance procedure.

23:06 **Permanent Promotions**

If an employee is permanently promoted to a position in a higher pay level, his pay rate will be increased to the appropriate step in the new pay range that, if annualized, will ensure a raise of at least \$1,500 per year provided the employee meets all the required qualifications of the position.

23:07 **Job Upgradings**

An Intermediate Technologist will be reclassified to the applicable Senior Technologist position following five (5) years of service in the same Intermediate Technologist position subject to satisfactory performance.

23:08 **Shift Premium**

If an employee works a shift, the majority of whose hours fall outside the hours of 7:00 a.m. and 4:30 p.m., Monday to Friday, he shall receive a shift premium of 1 dollar (\$1.00) per hour effective date of ratification, in addition to his regular hourly rate, for all hours in the shift. Shift premium is not payable in addition to overtime premium.

23:09 Subject to Article 24:01(d), Road Patrolpersons will be compensated at a fixed forty (40) hours per week, which recognizes the average work week in the sixteen (16) week variable shift rotation. Any overpayment of wages will be deducted from a subsequent paycheque.

ARTICLE 24 - OVERTIME

24:01 The Union recognizes that overtime may be necessary and is part of the job. An employee must have prior approval to work overtime from his immediate exempt supervisor or designate.

24:02 a) No overtime premium will be payable to an employee if the overtime worked beyond any single shift is less than fifteen (15) minutes.

b) Except as provided for in Articles 24:02 (d), 24:03 and 24:04, employees shall be compensated at the rate of time and one half (1/2) for overtime worked outside of the normal hours of work set out in Article 22. No employee shall be required to layoff to compensate for overtime; however, the Corporation may limit the number of consecutive hours worked by an employee in accordance with Article 22:10.

c) For the purpose of Article 24:02 (b), the following shall be considered hours worked "outside the normal hours of work":

- i) Hours worked in excess of the standard eight (8) hours per day by an employee covered by Article 22:02.
- ii) Hours worked in excess of the regularly scheduled average of forty (40) hours per week by an employee covered by Article 22:03.
- iii) Hours worked in excess of the normal daily hours by an employee covered by Article 22:05, 22:06(a), 22:06(b), 22:06(f) or 22:06(g).
- iv) Hours worked in excess of the regularly scheduled average of seventy (70) hours in a bi-weekly pay period by an employee covered by Article 22:06(c).
- v) Hours worked in excess of eight (8) in a day or thirty-five (35) in a week by an employee covered by Article 22:06(d).

d) Notwithstanding Article 24:02(c) above, as permitted by s. 22 of the ESA, 2000 and s. 30 of O.Reg. 285/01, the hours of work for Road Patrolpersons shall be averaged over a period of sixteen (16) consecutive weeks as per the schedule determined in accordance with Article 22:03(a)(v) for the purposes of determining the employee's entitlement, if any, to overtime pay. Any hours worked in excess of the regularly scheduled average of six hundred and forty (640) hours in a sixteen (16) consecutive week period will be reconciled at the applicable overtime rate.

- 24:03 a) With the exception of those employees covered by Articles 22:03 and 22:06 (b) and (c) who are normally required to work on a Saturday or a Sunday,
- i) an employee in a job listed in Column B of Appendix A shall be compensated at time and one-half for overtime worked on a Saturday;
 - ii) an employee in a job listed in Column A of Appendix A shall be compensated at double time for overtime worked on a Saturday;
 - iii) all employees shall be compensated at double time for overtime worked on a Sunday.
- b) An employee covered by Article 22:06 (b) or (c) shall be compensated at double time for overtime worked on his scheduled day off.

24:04 An employee required to work on a paid holiday as defined in Article 16 shall be compensated, in addition to holiday pay, at double time for all hours worked on the holiday.

24:05 **Call-Outs**

- a) On any call-out, a minimum of two (2) hours at the applicable overtime rate shall be paid, except as outlined in d). Such two (2) hours shall be applied against the actual number of hours worked by an employee. The hours of work for any call-out shall commence from the time an employee reaches his normal job starting location.
- b) If an employee receives another call-out while working on the initial call-out, the additional call-out shall be considered to be a continuation of the first call-out.
- c) An employee cannot claim more than one (1) call-out in the same paid call out period.
- d) Should an employee be able to complete the required work through remote access i.e. telephone or computer, the amount of call-out pay is reduced to a minimum payment of thirty (30) minutes at the applicable overtime rate.

24:06 Overtime opportunities will be distributed within the Community Operations Division in accordance with established Departmental and/or Branch written procedures.

24:07 **Meal Allowance**

If an employee is required to work four (4) continuous hours or more of overtime, the Corporation shall pay him a meal allowance of eight dollars (\$8.00). If an employee is required to work eight (8) continuous hours or more of overtime (excluding unpaid breaks), the Corporation shall pay him a second meal allowance of eight dollars (\$8.00). A meal allowance shall not be paid if a meal is supplied.

24:08 **Lieu Time**

- a) Subject to paragraph (c) below, an employee may choose, in lieu of payment, to bank earned overtime at the appropriate overtime rate. The employee shall indicate his choice at the time the overtime is assigned.
- b) Subject to paragraph (d) below, banked overtime must be taken in lieu time off, at the employee's current regular rate of pay, at a time or times mutually agreed upon by the employee and the appropriate exempt supervisor.

- c) An employee may be permitted to carry more than sixty (60) hours worth of overtime credits in his bank only with the approval of the appropriate branch manager.
- d) At the discretion of the department head, banked overtime credits may be paid out to the employee on the last pay day in December at the employee's regular rate as of that date. By mutual agreement of the employee and the department head, banked overtime credits may be paid out to the employee on an earlier pay day in the year at the employee's regular rate as of the date of the pay-out.

24:09 **Stand-by Pay**

- a) Employees who are assigned stand-by responsibilities will receive the stand-by pay of \$25.00 for a work day and \$40.00 for a non-work day (including a paid holiday as specified in Article 16:01). Unless stand-by responsibilities form part of the employee's normal duties, no employee will be assigned stand-by responsibilities except for special situations or occasions, unless mutually agreed.
- b) For the sole purpose of Article 24:09 a) a work day shall be considered any day from Monday to Friday and a non-work day shall be considered any Saturday, Sunday or holiday.

24:10 a) Employees who are assigned stand-by responsibilities have the option to receive stand-by pay in accordance with Article 24:09 or to bank the equivalent of 0.5 hours of stand-by lieu time for a work day and 1.25 hours of stand-by lieu time for non-work day (including a paid holiday as specified in Article 16:01a)).

- b) A maximum of forty (40) hours can be carried in the stand-by lieu time bank at any one time and banked hours have no cash surrender value.
- c) The banked stand-by lieu time must be taken as time off, at the employee's regular rate of pay, at a time or times mutually agreed upon by the employee and the appropriate exempt supervisor.

ARTICLE 25 - LABOUR-MANAGEMENT RELATIONS

25:01 **Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation, without proper authorization of the Union. The Union shall notify the Corporation in writing of the names and positions of all officers and stewards, members of the Grievance Committee and members of the Bargaining Committee. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

25:02 **Bargaining Committee**

- a) A Bargaining Committee shall be appointed and shall consist of not more than five (5) members of the Corporation, as appointees of the Corporation, and not more than five (5) members of the Union, as appointees of the Union.

- b) **Function of Bargaining Committee**

This Committee will meet at times mutually agreed to by both parties to discuss renewal and/or modifications of this Agreement.

c) **Time Off for Meetings**

Any representative of the Union on the Bargaining Committee, who is in the employ of the Corporation, shall have the privilege of attending Bargaining Committee meetings held within working hours without loss of base pay.

25:03 **Special Representation**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. The Corporation shall also have the right to special assistance when dealing or negotiating with the Union.

25:04 **Labour-Management Committee**

- a) A Labour-Management Committee shall meet regularly throughout the term of this Agreement to anticipate and resolve issues and concerns that may arise during the life of this Agreement, to enhance the day-to-day working relationships between the Corporation and employees, and to enhance relations between the Corporation and the Union.
- b) The Labour-Management Committee shall consist of up to four (4) representatives of the Union and up to four (4) representatives of the Corporation, each of whom shall be a permanent, full-time employee of the Corporation.
- c) The Labour-Management Committee shall meet at least once every three (3) months or more frequently by mutual agreement of the parties.
- d) The following terms and conditions for the Labour-Management Committee shall apply:
 - i) The Labour-Management Committee shall have no power to negotiate amendments to the Collective Agreement nor to settle grievances. However, the Committee may make recommendations on such matters to the Union and the Corporation.
 - ii) Minutes shall be taken of all Labour-Management Committee meetings. Copies shall be provided to the Corporation and the Union.
 - iii) Meetings of the Labour-Management Committee shall be chaired alternately by a Corporation representative and a Union representative.
 - iv) Time spent by the Union representatives in attending Labour-Management Committee meetings shall be without loss of base pay.

25:05 **Bulletin Boards**

- a) The Corporation shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- b) For the purpose of notices of meetings, the Union may utilize the corporate e-mail system up to a maximum of eight (8) times per year. The Director of Human Resources and the Director of Information and Communications Technology shall be copied on such e-mails.

25:06 **No Strike or Lock-Out During Term of Agreement**

No strike or lock-out shall occur during the term of this Agreement.

ARTICLE 26 - SAFETY AND WELLNESS

26:01 **Joint Health and Safety Committee**

- a) The Corporation shall ensure that a Joint Health and Safety Committee is maintained, with a minimum of five (5) members of CUPE Local 2380. The Committee shall meet at least once every three (3) months. Special meetings of the Committee may be convened, at such times as are mutually agreed to by the parties, at the request of any member of the Committee. Minutes shall be taken of all meetings, a copy of which will be supplied to the Union.
- b) The duties, responsibilities, powers and functions of the Committee shall be as set out in the *Occupational Health and Safety Act*, as amended from time to time.

26:02 In the case of a work-related injury to or occupational illness of an employee, the Corporation will provide to the employee a copy of the WSIB Form 7 (Employer's Report of Injury/Disease), and will promptly provide to the Union, through the Joint Health and Safety Committee, a copy of an accident report.

26:03 Upon submission of a valid, original receipt, the Corporation shall reimburse a permanent employee for 75% of the cost that he/she has incurred while a permanent employee in order to purchase a smoking-cessation product (prescription medication or patch) that has been prescribed by a physician for the employee. No employee shall be entitled to reimbursement under this Article for more than one course of continuous treatment.

- 26:04 a) The Corporation shall pay 100% of the cost of Hepatitis "A" and "B" vaccinations for employees at the Wastewater Treatment Facility and for employees who are required by the Corporation to perform sanitary sewer maintenance. The cost to the Corporation shall not exceed the cost of providing the vaccines through the Corporation's health care provider. Hepatitis "A" and "B" vaccines are voluntary.
- b) The Corporation shall pay 100% of the cost of Anti-Rabies vaccinations for employees in the classification of MLEO I.

26:05 **Workplace Accommodation**

An employee who has been incapacitated at his work by injury or compensable occupational disease, or who, through temporary disablement, is unable to perform his regular duties, may be employed in other work which he can perform. The rate of pay for the other work will be as set out for such classification in Appendix B attached hereto and forming part of this Agreement.

ARTICLE 27 - SAFETY FOOTWEAR, CLOTHING AND TOOL ALLOWANCES

27:01 Safety Footwear Allowance

- a) Subject to Articles 21 and 27:01 (c), the Corporation shall make the following payments, on the last pay day of each year, towards the purchase of safety footwear by probationary and permanent employees in the following jobs who were required by the Corporation to wear safety footwear as at December 1 of that year:
 - i) \$160 every year for those classifications on Appendix A with the notation ¹.
 - ii) \$160 every two years for those classifications on Appendix A with the notation ².
 - iii) \$160 every three years for those classifications on Appendix A with the notation ³.
- 27:01 b) If an employee in a newly-created job is required to wear safety footwear as a condition of employment with the Corporation, or if changes occur regarding the requirement for an employee to wear safety footwear, the parties may negotiate a safety footwear payment for the employee. If the parties are unable to agree, such dispute may be submitted to grievance at Step 3 and, if requested, arbitration.
- c) A temporary or casual employee in a job listed in Article 27:01 (a) shall receive an allowance, for the purchase of safety footwear as follows:
 - i) on the first pay day after January 1, \$11.25 for each full month of service in the 12-month period prior to January 1 and;
 - ii) upon termination of employment, \$11.25 for each full month of service between January 1 and the date of termination.

27:02 Clothing Allowance

- a) Subject to Article 21 and 27:02 (c), the Corporation will pay to each permanent employee in a job listed in italics in Appendix A, on the last pay day of each year, an allowance of \$45 for the purchase of work clothing. (Effective January 1, 2015, \$50.)
- b) A temporary or casual employee in a job listed in Article 27:02 (a) shall receive an allowance, for the purchase of work clothing as follows:
 - i) on the first pay day after January 1, \$3.75 for each full month of service in the 12 month period prior to January 1; and (Effective January 1, 2015, \$4.17.)
 - ii) upon termination of employment, \$3.75 for each full month of service between January 1 and the date of termination. (Effective January 1, 2015, \$4.17.)
- c) Where the Corporation requires a uniform to be worn, the Corporation shall supply such uniform in accordance with the Corporation's policy. If an employee is provided with a uniform, he will not be entitled to the clothing allowance.

27:03 **Tool Allowance**

Subject to Article 21, all permanent employees in the job of Fleet Services Technician, Fleet Services Duty Technician, shall be reimbursed, upon proof of purchase, a tool allowance up to a maximum of \$600 per year.(Effective January 1, 2014: \$650.) Receipts shall be submitted no later than December 1st of each year.

27:04 As a condition of the payment of the allowances pursuant to Articles 27:01, 02 and 03, each employee so paid should maintain safety footwear, work clothing and tools in good condition.

ARTICLE 28 - TRAVEL REIMBURSEMENT AND PARKING

- 28:01 a) Employees required to drive their own vehicles on City business will be reimbursed for such driving at the appropriate mileage rate approved by Council.
- b) Employees in specific job classifications, as determined at the sole discretion of the applicable General Manager, are eligible for 10¢/km “rough-use premium” if they are required, as a condition of their employment, to drive their own vehicles on construction sites on a frequent, regular and on-going basis.

28:02 **Parking**

- a) The Corporation will ensure that 45 free parking spaces will be made available for the exclusive use during regular working hours of members of CUPE Local 2380.
- b) Permits for such purpose shall be issued by the Corporation.

28:03 **Personal Vehicle Insurance**

The Corporation will reimburse employees to a maximum of \$500 for damages not covered by their personal vehicle insurance or any other third party, if another person causes intentional or unintentional damage either as a result of a person breaking into their car to steal City equipment during the employee’s working hours or while the employee is conducting enforcement or inspection related business during the employee’s working hours. Proof of the timing and circumstances acceptable to the Corporation, personal vehicle insurance information, as well as the receipt from the repairs made are required.

ARTICLE 29 - JOB CLASSIFICATIONS

29:01 The Corporation shall maintain job descriptions for all jobs listed in Appendix A attached hereto and forming part of this Agreement. No existing job shall be eliminated or changed without prior discussion with the Union.

29:02 Each position that has a separate job description will be considered a separate “job classification” for the purposes of Articles 13 and 29:03.

29:03 **New or Changed Jobs**

- a) The Corporation shall ensure that a Joint Job Evaluation Committee (JJEC) is maintained, comprised of up to three (3) trained CUPE members and three (3) trained management members. The Committee shall meet, when requested, to review and evaluate new jobs and/or changes to existing jobs.

- b) The Corporation and Union will each set up a pool of approximately ten (10) trained permanent full-time employees of the Corporation to be eligible to sit as a member of the JJEC.
- c) The mandate, general principles, process, review of decisions, and dispute resolution mechanism of the JJEC shall be as set out in the agreed to Terms of Reference. Should changes to the Terms of Reference be required they shall be done with the mutual agreement of the parties, including the CUPE Chair and Corporation Chair of the JJEC.
- d) The Corporation will provide the union executive with full details regarding the results of the job evaluation including a job description, job fact sheet and the evaluation scores.
- e) Should the incumbent, member of the union executive or management disagree with the results of the job evaluation, they shall submit an appeal in writing within fifteen (15) days of the notification of the results. The JJEC shall reconvene to consider the appeal within thirty (30) working days following the receipt of the appeal. If the parties are unable to agree after the JJEC has been reconvened, such dispute may be submitted to grievance at Step 3 of the grievance procedure.
- f) The time limits contained herein may be extended by mutual consent, confirmed in writing by the parties.

ARTICLE 30-TRAINING AND DEVELOPMENT

- 30:01
- a) When the Corporation deems it necessary, it shall provide suitable training, both on and off the job, at its expense, so that all employees within a particular job may have the equal opportunity to obtain all certificates and/or licenses to work at their particular job. Employees interested in taking advantage of such training shall notify their exempt supervisor in writing.
 - b) Upon submission of a valid, original receipt, the Corporation shall reimburse a permanent employee for the full cost that he has incurred while a permanent employee in order to obtain or maintain a trade licence, certificate, or membership in a professional organization, that is a required qualification of the job. The term "trade licence or certificate" does not include a driver's licence, air-brake or other endorsement, vehicle registration permit, nor any form of insurance.
 - c) The Corporation will undertake to provide the means for certification, at the Corporation's expense, for air brake (Z) endorsement for those employees who are required by the Corporation to have this endorsement.
 - d) Employees may request reimbursement for other training and development opportunities in accordance with the Corporation's Policies.

ARTICLE 31- RETROACTIVITY

- 31:01
- If the signing of this Agreement takes place after the termination of the previous Collective Agreement, all those employees employed by the Corporation on the date of signing of this Agreement shall receive full retroactive increase in pay and benefits, unless otherwise agreed to by the parties. Any employee who retired between the termination of the previous Collective Agreement and the ratification of this Agreement shall receive full retroactive increase in pay.

ARTICLE 32 - JOB SECURITY

- 32:01 The Corporation shall continue to determine the methods through which services are to be provided. If and when the Corporation alters a method or methods now in effect, no permanent employee with at least two (2) years' seniority will have his employment terminated.
- 32:02 The Corporation shall provide forty-five (45) days' written notice of, and shall discuss with the Union any change to the methods through which services are to be provided that result in the reduction of the complement of permanent employees.
- 32:03 In the event that the Corporation merges or amalgamates with another employer, the Corporation shall meet and consult with the Union.

ARTICLE 33 - COPIES OF AGREEMENT

- 33:01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Union and the Corporation shall share equally the cost of printing sufficient copies of the Agreement within thirty (30) days of signing

ARTICLE 34 - DURATION OF AGREEMENT

- 34:01 This Agreement shall become effective as of January 1, 2013 and shall remain in force and effect until December 31, 2014. This Agreement shall be automatically renewed effective January 1, 2015, unless notice is given by either party to the other by registered mail within the three (3) month period prior to December 31, 2014. In the event that notice is given, negotiations shall begin within thirty (30) days following receipt of notification with the exchange of proposals, followed by meetings at such times as are mutually agreed to by the parties.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this day of October, 2013.

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL 2380
(CITY OF BARRIE UNIT)**

**FOR THE CORPORATION OF
THE CITY OF BARRIE**

Al McLean, CUPE Local 2380 President

Jeff Lehman, Mayor

Wendy Cooke, Deputy City Clerk

AUTHORIZED BY BY-LAW NO. 2013-163
PASSED BY THE COUNCIL OF THE
CORPORATION OF THE CITY OF BARRIE
ON SEPTEMBER 16, 2013.

**APPENDIX A
JOB CLASSIFICATIONS**

LEVEL	JOB CLASSIFICATION	
	COLUMN A (35 HOUR)	COLUMN B (40 HOUR)
1	Clerk	<i>Forestry Learner¹</i> <i>General Maintenance Employee 3¹</i> <i>Labourer¹</i>
2	Aquatic Instructor-Lifeguard Clerk-Typist Data Entry Clerk Election Assistant Facility Services Generalist ¹	<i>Driver¹</i> <i>General Maintenance Employee 2¹</i> <i>Parks and Roads Employee¹</i> <i>Technician's Assistant¹</i> <i>Tradesperson 2¹</i> <i>Landfill Operations Attendant¹</i>
3	Accounting Clerk II (Accounts Payable) Accounting Clerk II (Invoicing & Billing) Clerk-Secretary Clerk-Secretary (BFES) Communications Clerk Landfill Attendant ¹ Mail and Printing Services Operator Mail Room Operator Office Support Clerk Permit Clerk Provincial Offences Clerk Secretary Tax Support Clerk Water WW Support Clerk	<i>Environmental Systems Operator Class I¹</i> <i>Facility Operator 3¹</i> <i>Forestry Journeyperson 2¹</i> <i>Operator 2 – Specialized Vehicle¹</i> <i>Traffic Systems Assistant¹</i> <i>Utilities Technician¹</i>
4	Accounting Clerk I (Accounts Receivable/General Accounting) Customer Service Representative Facility Services Technician ¹ Municipal Law Enforcement Officer II ¹ Operations Support Administrator (Fleet) Operations Support Administrator (Water) Plans Examiner V Purchasing Clerk Records and Information Clerk Technical Clerk Utilities Services Clerk Waste Reduction Trainee Water WW Customer Service Rep Water WW Customer Service Rep PAP	<i>Facility Operator 2¹</i> <i>Gardener¹</i> <i>General Maintenance Employee 1¹</i> <i>Operator 1 – Heavy Equipment¹</i> <i>Operator Class I – WwTF¹</i> Water Utilities Program Clerk <i>Water Works Operator¹</i>
5	Agreements Officer Building Inspector – Houses ¹ Community Events Programmer Court Administration Financial Clerk Court Administration Clerk Courtroom Support Clerk Economic Development Researcher Engineering Records & Mapping Technician ³ Junior Buyer Plans Examiner IV Project Technician ² Prosecutions Clerk Prosecutions Clerk (Bilingual) ³ Real Estate Services Officer ³ Recreation Programmer Recreation Programmer – Fitness Registration Administrator and Data Analyst Senior Accounting Clerk Tax Billing Clerk Water WW Accounting Clerk Water WW Billing Clerk	<i>Assistant to the Foreperson¹</i> <i>Facility Operator 1¹</i> <i>Forestry Journeyperson 1¹</i> <i>Grower¹</i> <i>Maintenance Operator 1 – WwTF¹</i> <i>Parking and Transit Control Technician¹</i> <i>Right of Way Activity (ROWA) Technician¹</i> <i>Road Patrolperson¹</i> <i>Storesperson¹</i> <i>Traffic Tradesperson¹</i> <i>Water Quality Distribution Operator Class II¹</i>

LEVEL	JOB CLASSIFICATION	
	COLUMN A (35 HOUR)	COLUMN B (40 HOUR)
6	Assessment Analyst Asset Management Data Analyst Environmental Officer ¹ Facility Services Coordinator ¹ FIMS Coordinator Laboratory Technician (Wastewater) ¹ Laboratory Technician (Water) ¹ Law Clerk Municipal Law Enforcement Officer I ¹ Planner 1 Planning GIS Mapping Data Specialist Plans Examiner III Policy and Standards Technologist ² Project Technologist ² Project Technologist (Construction) ² Recreation Programmer – Aquatics & Fitness Technology Inventory Technician Transportation Technologist ² Zoning Administrative Officer Zoning Officer ¹	<i>Chemical and Material Coordinator¹</i> <i>CMMS Coordinator¹</i> <i>Fleet Services Technician¹</i> <i>IMS Coordinator¹</i> <i>Maintenance Operator Class II – WwTF¹</i> <i>Operator Class II – WwTF¹</i> <i>Senior Water Works Operator¹</i> <i>Stormwater Systems Operations Lead Hand¹</i> <i>Traffic Systems Operator¹</i> <i>Water Distribution Operator Class II¹</i> <i>Water Distribution Operator Class III¹</i> <i>Water Services Field Co-ordinator¹</i>
7	Building Inspector – Small Buildings ¹ Community Events Coordinator Development Services Field Co-ordinator ¹ Engineering Inspector Engineering Records and Mapping Coordinator ³ Facilities Technologist Field Technology Services Specialist ³ Service Desk Specialist Infrastructure Technologist ² Intermediate Development Services Technologist ² Intermediate Project Technologist ² Recreation Analyst Marina Coordinator ² Plans Examiner I Plans Examiner II Planning Services Technical Co-ordinator ³ Project Administration Technologist ² Property Standards Officer ¹ Purchasing Agent Purchasing Analyst Senior Environmental Officer ¹ Senior Municipal Law Enforcement Officer ¹ Senior Real Estate Officer ³ Survey Party Chief ¹ Transit Coordinator ³ Waste Reduction Co-ordinator ¹	<i>Fleet Services Duty Technician¹</i> <i>Facility Operations Co-ordinator¹</i> <i>Maintenance Operator III – Mechanical – WwTF¹</i> <i>Maintenance Operator III – Electrical – WwTF¹</i> <i>Operations Project Co-ordinator (Roads)¹</i> <i>Operations Project Co-ordinator (Wastewater)¹</i> <i>Operations Project Co-ordinator (Water)¹</i> <i>Operations Services Co-ordinator¹</i> <i>Operator Class III – WwTF¹</i> <i>Parking and Transit Control Co-ordinator¹</i> <i>Parks Forestry Co-ordinator¹</i> <i>Parks Horticulture Co-ordinator¹</i> <i>Parks Sports Field and Playground Co-ordinator¹</i> <i>Parks Turf Co-ordinator¹</i> <i>Traffic Services Co-ordinator¹</i> <i>Utilities Instrument Technician¹</i> <i>Water Customer Services Co-ordinator¹</i> <i>Water Distribution Services Project Operator¹</i> <i>Water Supply and Treatment Operator Class IV¹</i>
8	Application GUI Developer Building Inspector – Complex Buildings ¹ Culture Officer (Development) Culture Officer (Programming) Development Planner ³ Energy & Environmental Officer ³ Landscape Architectural Planner ¹ Policy Planner Senior Plans Examiner Telecommunications Analyst Urban Forester ¹	<i>Maintenance Lead Hand – WwTF¹</i> <i>Operations Lead Hand¹</i> <i>Water Distribution Services Lead Hand¹</i> <i>Water Quality and System Optimization Lead Hand¹</i> <i>Water Supply and Treatment Lead Hand¹</i> <i>Water Utilities Maintenance Lead Hand¹</i>
9	Project Manager-IT Business Development Officer GIS Analyst Network Analyst Senior Development Planner ³ Senior Development Services Technologist ²	<i>Electrical Lead Hand¹</i>

LEVEL	JOB CLASSIFICATION	
	COLUMN A (35 HOUR)	COLUMN B (40 HOUR)
	Senior Infrastructure Planning Technologist ² Senior Infrastructure Program Technologist ² Senior Policy Planner Senior Project Administration Technologist ² Senior Project Technologist ² Senior Transportation Technologist ² Senior Water Technologist ² Systems Analyst Technology Analyst	

APPENDIX B
PAY SCALE - CUPE LOCAL 2380 CITY OF BARRIE
Effective January 1, 2013 (1.5%)

Salary Level	Step 1		Step 2		Step 3		Step 4	
	35 hours per week	40 hours per week	35 hours per week	40 hours per week	35 hours per week	40 hours per week	35 hours per week	40 hours per week
1			18.63		19.76		20.66	
			1,304.10 33,906.60	1,490.40 38,750.40	1,383.20 35,963.20	1,580.80 41,100.80	1,446.20 37,601.20	1,652.80 42,972.80
2	19.53		20.67		21.79		22.84	
	1,367.10 35,544.60	1,562.40 40,622.40	1,446.90 37,619.40	1,653.60 42,993.60	1,525.30 39,657.80	1,743.20 45,323.20	1,598.80 41,568.80	1,827.20 47,507.20
3	21.14		22.39		23.63		24.75	
	1,479.80 38,474.80	1,691.20 43,971.20	1,567.30 40,749.80	1,791.20 46,571.20	1,654.10 43,006.60	1,890.40 49,150.40	1,732.50 45,045.00	1,980.00 51,480.00
4	23.80		25.25		26.74		28.70	
	1,666.00 43,316.00	1,904.00 49,504.00	1,767.50 45,955.00	2,020.00 52,520.00	1,871.80 48,666.80	2,139.20 55,619.20	2,009.00 52,234.00	2,296.00 59,696.00
5	26.28		27.96		29.66		32.08	
	1,839.60 47,829.60	2,102.40 54,662.40	1,957.20 50,887.20	2,236.80 58,156.80	2,076.20 53,981.20	2,372.80 61,692.80	2,245.60 58,385.60	2,566.40 66,726.40
6	28.29		30.10		31.95		34.09	
	1,980.30 51,487.80	2,263.20 58,843.20	2,107.00 54,782.00	2,408.00 62,608.00	2,236.50 58,149.00	2,556.00 66,456.00	2,386.30 62,043.80	2,727.20 70,907.20
7	30.63		32.69		34.68		36.71	
	2,144.10 55,746.60	2,450.40 63,710.40	2,288.30 59,495.80	2,615.20 67,995.20	2,427.60 63,117.60	2,774.40 72,134.40	2,569.70 66,812.20	2,936.80 76,356.80
8	32.99		35.17		37.36		39.54	
	2,309.30 60,041.80	2,639.20 68,619.20	2,461.90 64,009.40	2,813.60 73,153.60	2,615.20 67,995.20	2,988.80 77,708.80	2,767.80 71,962.80	3,163.20 82,243.20
9	35.33		37.67		39.99		42.32	
	2,473.10 64,300.60	2,826.40 73,486.40	2,636.90 68,559.40	3,013.60 78,353.60	2,799.30 72,781.80	3,199.20 83,179.20	2,962.40 77,022.40	3,385.60 88,025.60

APPENDIX B
PAY SCALE - CUPE LOCAL 2380 CITY OF BARRIE
Effective January 1, 2014 (1.5%)

Salary Level	Step 1		Step 2		Step 3		Step 4	
	35 hours per week	40 hours per week	35 hours per week	40 hours per week	35 hours per week	40 hours per week	35 hours per week	40 hours per week
1			18.91		20.06		20.97	
			1,323.70 34,416.20	1,512.80 39,332.80	1,404.20 36,509.20	1,604.80 41,724.80	1,467.90 38,165.40	1,677.60 43,617.60
2	19.82		20.98		22.12		23.18	
	1,387.40 36,072.40	1,585.60 41,225.60	1,468.60 38,183.60	1,678.40 43,638.40	1,548.40 40,258.40	1,769.60 46,009.60	1,622.60 42,187.60	1,854.40 48,214.40
3	21.46		22.73		23.98		25.12	
	1,502.20 39,057.20	1,716.80 44,636.80	1,591.10 41,368.60	1,818.40 47,278.40	1,678.60 43,643.60	1,918.40 49,878.40	1,758.40 45,718.40	2,009.60 52,249.60
4	24.16		25.63		27.14		29.13	
	1,691.20 43,971.20	1,932.80 50,252.80	1,794.10 46,646.60	2,050.40 53,310.40	1,899.80 49,394.80	2,171.20 56,451.20	2,039.10 53,016.60	2,330.40 60,590.40
5	26.67		28.38		30.10		32.56	
	1,866.90 48,539.40	2,133.60 55,473.60	1,986.60 51,651.60	2,270.40 59,030.40	2,107.00 54,782.00	2,408.00 62,608.00	2,279.20 59,259.20	2,604.80 67,724.80
6	28.71		30.55		32.43		34.60	
	2,009.70 52,252.20	2,296.80 59,716.80	2,138.50 55,601.00	2,444.00 63,544.00	2,270.10 59,022.60	2,594.40 67,454.40	2,422.00 62,972.00	2,768.00 71,968.00
7	31.09		33.18		35.20		37.26	
	2,176.30 56,583.80	2,487.20 64,667.20	2,322.60 60,387.60	2,654.40 69,014.40	2,464.00 64,064.00	2,816.00 73,216.00	2,608.20 67,813.20	2,980.80 77,500.80
8	33.48		35.70		37.92		40.13	
	2,343.60 60,933.60	2,678.40 69,638.40	2,499.00 64,974.00	2,856.00 74,256.00	2,654.40 69,014.40	3,033.60 78,873.60	2,809.10 73,036.60	3,210.40 83,470.40
9	35.86		38.24		40.59		42.95	
	2,510.20 65,265.20	2,868.80 74,588.80	2,676.80 69,596.80	3,059.20 79,539.20	2,841.30 73,873.80	3,247.20 84,427.20	3,006.50 78,169.00	3,436.00 89,336.00

**APPENDIX C
CO-OP STUDENTS**

Wage rates for co-op students covered by this Collective Agreement shall be in accordance with the following:

<u>LEVEL</u>	<u>POSITION</u>	<u>HOURLY RATES</u>						
		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
I	<u>BASIC LEVEL</u>							
	Basic office clerk, general labourer, custodial, marina, parks maintenance	\$10.72	\$11.60	\$12.45	\$13.31			
II	<u>INTERMEDIATE LEVEL</u>							
	Senior office clerk, computer operating, law enforcement, horticulture, forestry, surveying, crew chief, graphic services, inspections, recreation programming	\$11.01	\$11.90	\$12.75	\$13.61	\$14.49	\$15.35	\$16.22
III	<u>ADVANCED LEVEL</u>							
	Urban planning, engineering/design, advanced information technology, landscape architecture	\$12.75	\$13.94	\$15.07	\$16.23	\$17.39	\$18.54	\$19.71

LETTER OF INTENT #1

between

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

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)**
(hereinafter referred to as "the Union")

OF THE SECOND PART

The parties agree that at least three (3) months before the City decides to temporarily close any of its operations or facilities on any day that would be a regular work day in conjunction with a statutory or paid holiday, the City shall meet with the union to reach agreement on such temporary closure. Failing agreement, the City shall provide regular work.

FOR THE CORPORATION

FOR THE UNION

Date

Date

LETTER OF INTENT #2

between

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

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)**
(hereinafter referred to as "the Union")

OF THE SECOND PART

The Corporation agrees to create and implement procedures relating to the fair and reasonable distribution of overtime at the branch level, where overtime opportunities exist, by December 31, 2013. The Corporation further agrees to consult with the Union Executive prior to implementation.

FOR THE CORPORATION

FOR THE UNION

Date

Date

LETTER OF INTENT #3

between

THE CORPORATION OF THE CITY OF BARRIE
(hereinafter referred to as “the Corporation”)

OF THE FIRST PART
and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)
(hereinafter referred to as “the Union”)

OF THE SECOND PART

Compensation

In addition to the signed Joint Job Evaluation Terms of Reference and agreed to CUPE Joint Gender –Neutral Job Evaluation Tool signed February 28, 2013, the parties agree to the following:

1. Continue to work with the job evaluation consultants (CUPE/Management assigned) to:
 - i) Assist in conducting the scoring of all CUPE jobs and the grouping of similar-scored jobs into the same job classification using the selected JE tool;
 - ii) Consider additional classification levels to accommodate future high-scoring jobs;
 - iii) Review of the existing pay rates with market data;
 - iv) Recommend pay rates and appropriate pay levels for each job classification; and
 - v) Analyze the employee and budget impact of the proposed job classifications and pay rates.

2. During the course of the job classification update the Joint Job Evaluation Committee, will explore options with the consultant, which may allow for:
 - a) The ability to add additional levels
 - b) The ability to compress existing steps
 - c) The options to deal with below and above market job classifications
 - d) The identification of specific criteria that would necessitate a formal review by the JJEC on changes to job classifications.
 - e) The ability to compensate at a higher percentile to market subject to Council approval
 - f) The identification of solutions to allow for changes within the existing Council parameters

3. The JJEC and consultants will provide the Director of Human Resources with a joint recommendation regarding #2 by October 31, 2014. This recommendation is non-binding to all parties and will require approval by the Corporation’s Executive Management Team and Council, where required.

FOR THE CORPORATION

FOR THE UNION

Date

Date

LETTER OF INTENT #4

between

THE CORPORATION OF THE CITY OF BARRIE
(hereinafter referred to as “the Corporation”)

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)**
(hereinafter referred to as “the Union”)

OF THE SECOND PART

The parties shall meet during the term of the Collective Agreement, at the request of either party, to discuss expanded service hours, non-standard hours of work, payroll/compensation matters, and workplace enhancements aimed at optimizing service delivery options and meeting enhanced service delivery expectations.

FOR THE CORPORATION

FOR THE UNION

Date

Date