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No. OF EMPLOYEES	329		
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AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 87**

*
(AMALGAMATED BARGAINING UNIT)

* ~~NEXT GEN. (96) MERGE WITH 07187(05) TO SAME~~
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~~alg 24.10.95~~

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FROM. January 1, 1994

TO: December 31, 1995

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THIS AGREEMENT MADE AND ENTERED INTO THIS _____
DAY OF _____, 1995.

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

Hereinafter referred to as the "Corporation"

OF THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 87**

Hereinafter referred to as the "Union"

OF THE SECOND PART

Article I - Purpose

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees; to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Corporation and its employees.

Article II - Recognition

2.01 The Corporation recognizes **the Canadian** Union of Public Employees, **Local 87**, as sole bargaining agent for: All employees of the Corporation, save and except:

positions or groups of employees excluded **from** collective bargaining by virtue of the Labour Relations Act;

positions or persons who exercise managerial functions;

positions or persons employed in a confidential capacity related to labour relations;

existing **and** presently proposed positions in the **Human** Resources Department;

positions under jurisdiction of outside boards/agencies ;

positions under jurisdiction of other bargaining units;

non-union positions that, if organized, would fall under jurisdiction of **another** bargaining unit;

positions under jurisdiction **of: Community Auditorium, Non-Profit Housing, Economic Development Corporation, and Victoriaville Board;**

Article II - Recognition Cont'd

part-time employees who do not work the standard number of hours per week and **who** are not governed by the provisions of the C.U.P.E. Inside, Outside or Animal Control collective agreements (interpretive assistance is available from the Scope Letter of Understanding between the parties dated May 3, 1994).

2.02 Work of the Bargaining Unit

It is agreed that non-union employees will not regularly perform duties normally carried **out** by members of the bargaining unit except in cases agreed upon by the parties or in the event of **an** emergency.

2.03 No Other Agreements

It is agreed **that** all management and **non-union** personnel will be **subject** to **1** of **Section 68** (**f** the Labour **R** **Act** **1** reads as follows:

68 (1) No employer, employer's organization or person acting **on** behalf of an employer or **an** employer's organization shall, **so** long as **a** trade union continues **to** be entitled **to** represent the employees in a bargaining unit, bargain with or enter into a collective agreement with any person or another trade union or council of trade unions on behalf or purporting, designed or intended to be binding upon the employees in the bargaining unit or **any** of them.

Article III - Interpretation

3.01 "Council" shall mean the City Council of the Corporation of the City of Thunder Bay.

"City Manager" shall mean **head** of the municipal administration of the Corporation.

"General Manager" shall mean head of a municipal "Department" of the Corporation, such **as the** General Managers of: Community Services; Protective Services; Transportation and Works; Corporate Services; Finance; Telephone **and** Information **Systems**; Planning & Building; and **Human** Resources, as the case may be.

"Manager" shall mean **the** level of management that reports directly to a General Manager.

"Student" shall mean **a person** who is employed during the period April 15 to September 30 and **who** was a student at a school, college, university or other educational institution prior to **becoming** employed by the Corporation, and **who** demonstrates to the Corporation **an** intent to return to school **on** a regular basis at **the** end of the vacation period. **Student** employees **shall** not accumulate seniority, **service** or sick leave credits. Students hired during the school vacation period will be **terminated** from the employ no later than September 30.

Article III - Interpretation Cont'd

"Student Trainee" shall mean a person placed into a position within jurisdiction of ~~this~~ bargaining unit in conjunction with a curriculum of a recognized educational institute. Student trainees shall not accumulate seniority, service or sick leave credits and ~~will~~ be terminated from the employ of the Corporation upon completion of the placement. The use of student trainees shall not result in the layoff of ~~an~~ employee who is a member of ~~this~~ bargaining unit. And, student placement shall not commence if there are laid off employees who are otherwise capable of performing the required ~~work~~.

"Regular Employee" shall mean a person on the payroll in a posted position, or a position filled in pursuant to Article XXII, Promotion and Vacancies.

"Relief, Seasonal, Temporary and/or Part-Time Employees" shall mean ~~persons~~ on the payroll employed pursuant to the ~~Letters~~ of Understanding attached hereto and forming part of this collective agreement.

Article IV - Probationary Period

- 4.01 a) All **new** employees hired into bargaining **unit** positions with a maximum hourly **salary** at or less than **the maximum** Step 3 hourly **salary** in Group # 5 listed in Schedule "A", will be required to serve a probationary **period** of sixty-five **(65)** actual days worked. New employees **hired** into positions **with a** maximum hourly **salary** that is greater **than** Step 3 - Group # 5 but at or less than Step 3 - Group 8, **as** listed in Schedule "A", will be required to serve a probationary period of one hundred **and thirty (130)** actual days worked. New employees **hired** into positions **with a maximum** hourly **salary** that exceeds **the** maximum salary at Step 3 - Group # 8, **as** listed in Schedule "A", **will** be required **to** serve a probationary period of one **hundred and** sixty (160) actual days worked.

New employees, during the probationary period, **may** be discharged for unsuitability, it being understood that such discharge **may** be processed through the grievance procedure.

During the probationary period, and **intermittently** thereafter, all employees will be evaluated **as** determined by the Corporation. It

Article IV - Probationary Period Cont'd

is agreed that, at the employee's request, a Shop Steward may be in attendance at such evaluations. The non-union Supervisor will inform the employee of **this** right at least one **(1)** shift prior **to** the ~~shift~~ during which the evaluation is to be carried out.

- b) Relief, Seasonal, Temporary and Part-Time employees employed pursuant to the Letters of Understanding will serve a probationary period **as** described above.

Article V - Membership and Union Check-Off

- 5.01 The parties agree that, as **a** condition of employment, all employees of **the** Corporation falling within the scope of **the** bargaining unit shall remain members of **the** union in **good** standing and all new employees shall become members of the Union after completion of thirty **(30)** calendar days from the commencement of their employment.
- 5.02 The Corporation agrees to deduct Union dues and assessments from the pay of all employees covered by **this** Agreement and remit same monthly to the Financial Secretary of the Union together with **a** list of additions **and** deletions of employees names to the master list.

Article VI - Discrimination

6.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by **any of** their representatives or members because of race, creed, colour, age, sex, sexual orientation, marital status, nationality, ancestry, place of residence, or place of origin **of** such person or employee or because of an employee's membership or non-membership in the Union or because of **his** activity or non-activity in the Union.

The Corporation and the Union agree to comply with the **Human Rights** Code of Ontario with respect to the treatment of disabled employees.

6.02 It is agreed that the Union and the employees will not engage in Union activities during working **hours** or hold meetings at any time **on** the premises of the Corporation without the **permission** of the non-**union** Supervisor or designate.

Article VII - Management's Rights

7.01 The **Union** recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively with the Corporation, and without restricting the generality of the foregoing, the **Union** acknowledges that it is the exclusive function of

Article VII - Management's Rights Cont'd

the Corporation to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and re-hire employees, and to discipline or discharge an employee who has completed the probationary period for just cause or, in the case of a probationary employee, for unsuitability, provided that such action may be the subject matter of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Corporation, the kinds and locations of sections and divisions, the equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.

7.02

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

Article XIII - Stewards & Bargaining Committee

8.01 Appointment of Stewards

The Corporation acknowledges the right of the Union to appoint Stewards together with alternate Stewards. The names of the Stewards shall be given to the Corporation in writing and the Corporation shall not be required to recognize **any** such **Stewards** until it has **been so** notified.

8.02 Management Co-operation with Stewards

The Corporation undertakes to instruct all members of its non-union supervisory **staff** to co-operate with **the** Stewards in the carrying out of the terms **and** requirements of **this** Agreement.

Stewards shall be allowed time during working hours **to** provide and acquaint new employees with the Collective Agreement at **a** time agreeable **to** the non-union Supervisor.

8.03 Union Co-operation with Management

The Union undertakes to secure from its officers, **stewards and** **m** their **operation** with the **C** with **all persons** the **C** in a **l** **i** **c**

Article XIII - Stewards & Bargaining Committee Cont'd**8.04 Union Bargaining Committee**

The Corporation recognizes a Union collective bargaining committee consisting of six (6) ~~union~~ members who are employees ~~of~~ the Corporation, plus the Local Union President, plus the Union's National Representative. The Union members will be paid for time spent at negotiations with the Corporation, up to ~~and~~ including conciliation.

In the case of bargaining committee members who are "shift workers", and who are scheduled to work ~~an~~ evening shift (during which the majority of hours fall ~~between~~ 4:30 p.m. and midnight) immediately following ~~an~~ 8:30 a.m. ~~to~~ 4:30 p.m. negotiating session, such evening shift will be provided as time off with pay provided the employee ~~can~~ be replaced at straight time rates.

8.05 Management Co-operation with Union

~~On~~ the request of either party, the parties shall meet at least once every two (2) ~~months~~ until ~~this~~ agreement is ~~terminated~~ for the purpose of discussing issues relating ~~to~~ the workplace which affect the parties or any employee bound by ~~this~~ Agreement.

Article IX - Grievance Procedure

9.01 The parties to ~~this~~ Agreement are agreed ~~that~~ it is of ~~the~~ utmost

Article IX - Grievance Procedure Cont'd

importance to adjust complaints and grievances fairly and promptly.

- 9.02** A Management or Union grievance shall be defined **as** any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or **a** case where Management, an employee or **the** Union may have acted unjustly or improperly and an earnest effort shall be made **to** settle grievances fairly and promptly in the following manner:

Step No. 1

The aggrieved employee(s) will submit the grievance **to** his **Steward**. If the Steward is absent, he may submit **his** grievance to the Chief Steward or designate. At each Step of the grievance procedure, the grievor shall have the right to be present. If the Steward in consultation with the Grievance Committee considers the grievance to be justified, he shall first **seek** to settle the dispute orally with the employee's appropriate non-union Supervisor. **The non-union** Supervisor shall not consider **a** grievance where the circumstances giving rise to it occurred or originated more **than** three (3) **full** working days before the non-union Supervisor's receipt of the grievance. The **non-union** Supervisor will render **a** decision within **two (2)** working days.

Article IX - Grievance Procedure Cont'd**Step No. 2**

Failing satisfactory settlement at Step No. 1, the Chief Steward will submit to the Manager or designate within two **(2)** working days following the Step 1 decision, a written statement of the particulars of the grievance and the redress sought. The Manager or his designate shall render ~~his~~ decision within five **(5)** working days after receipt of such notice.

Step No. 3

Failing satisfactory settlement at Step **No. 2**, the Chief ~~Steward~~ and/or Grievance Committee shall within five **(5)** working days following the Step 2 decision submit the grievance **to** the General Manager or designate. The General Manager or designate will render his decision within five **(5)** working days following receipt of such grievance.

Step No. 4

Failing satisfactory settlement at Step No. 3, within two (2) working days after the decision ~~has~~ been rendered at **Step # 3**, the employee concerned, together with the Steward and appropriate number of representatives of the Union, will submit to the ~~City~~ Manager, or his designate, the written statement of the grievance and the redress sought on a recognized grievance form. The City Manager or ~~his~~ designate shall render ~~his~~ decision in writing within five **(5)** working days following the presentation of the grievance to him. Failing a

Article IX - Grievance Procedure Cont'd

satisfactory settlement being reached at **Step # 4**, the Union may refer the dispute to Arbitration within thirty **(30)**working days thereafter, but not later.

The thirty **(30)**working days shall be calculated as being Monday to Friday, exclusive of Saturdays, Sundays and **Statutory** Holidays. The thirty (30) working days shall commence following receipt, by the Union executive, of the written decision.

- 9.03** Where a dispute involving a question of general application or interpretation of **this** Agreement occurs, or where a grievance involves a group of employees, Steps 1 and/or 2 of the grievance procedure may be by-passed.
- 9.04** Replies to grievances, stating reasons, shall be in writing commencing at Step 2.
- 9.05** The time limits in this grievance procedure may be extended by agreement of the parties.
- 9.06** **Formal or Technical Objection**
No grievance shall be defeated or denied by any formal or technical objection.

Article X . Management Grievances

10.01 Management may refer a grievance in writing to the Union President and/or appropriate Union Committee within three (3) working days of the occurrence or circumstances giving rise to the grievance. The Union shall meet with management representatives within two (2) working days after receipt of the grievance, and thereafter will render a decision within five (5) working days following such meeting. If the decision is not satisfactory to Management, the grievance may be referred to arbitration as provided for in Article **XI** below, within thirty (30) working days after the Union's decision has been rendered.

Article XI . Arbitration

11.01 Both parties agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure ~~outlined~~ in Article IX or **X** above, and which has not been settled, will be referred to a Board of Arbitration within **thirty (30)** working days after receiving the response at Step No. 4.

11.02 The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Union and a third person, to act as Chairperson, as chosen by the other two (2) members of the Board.

Article XI - Arbitration Cont'd

- 11.03 Within five **(5)** working days of the request by either party for the Board, each party shall **notify** the other in **writing** of **the** name of its appointee.
- 11.04 Should the respective Corporate and **Union** nominees fail to agree upon a **Chairperson** within seven **(7)** working days of notification **as** contemplated by Clause 11.03 above, either party **may** request that the Minister of Labour for the Province of Ontario appoint a **person** to act as Chairperson.
- 11.05 The decision of **a Board** of Arbitration, or a majority thereof, constituted in the above manner, shall be **binding on** both parties.
- 11.06 **The Board of** Arbitration **shall** not have the power to alter **or** change any of the provisions of **this** Agreement or to substitute any new provisions for **any existing** provision, **nor** give **any** decision inconsistent with the **terms** and provisions of **this** agreement.
- 11.07 Each of **the** parties to this **Agreement** will **bear** the expenses of **the** Arbitrator appointed by it; **and the** parties will jointly **bear the** expenses, if **any**, of **the** Chairman.

Article XI - Arbitration Cont'd

- 11.08 Should either party disagree as to the meaning of the decision, either party may apply to the Arbitrator, or Chairperson of the Arbitration Board, to reconvene the hearing and/or Board to clarify the decision, which it shall do within three (3) days.
- 11.09 The time limits fixed in ~~this~~ Article may be extended by the consent of either party.
- 11.10 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned and/or others as witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Article XII - Discipline & Discharge

- 12.01 Prior to the issuance of a suspension or discharge, the employee involved, a Shop Steward and the Union President shall meet with the non-union Supervisor (and other management ~~staff~~ if required) ~~as soon as~~ possible after the incident(s) giving rise to the action to discuss the matter(s) and the employee will be given full opportunity to respond to any allegation(s).

Article XII - Discipline and Discharge Cont'd

The non-union Supervisor will determine if and **to** what extent disciplinary action will be taken.

All disciplinary action will be taken in the presence of **a** Shop **Steward**, unless the employee declines representation. In cases of **suspension** or discharge, the Union President will **also** be present.

12.02 **Disciplinary action is defined, but not limited to:**

- a) a recorded "verbal" warning which is notated **as** such and has been brought to the attention of the employee; or,
- b) **a** recorded "written" warning which is notated **as** such and **has** been brought to the **attention** of the employee; **or**,
- c) **a** suspension; or,
- d) **a** discharge for cause.

12.03 Discipline or discharge grievances **shall** be processed to Step # 2 of the grievance procedure with a written statement lodged with the Manager **within five (5) working days after the** employee **has** received notice of **such** disciplinary action. Such grievances may be **settled by:**

Article XII - Discipline and Discharge Cont'd

- a) confirming management's action; or,
- b) reinstating the employee with **full** compensation for time lost; or,
- c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

12.04 **Personnel File**

An employee shall have access to **his** personnel file and shall have the right to respond in writing to **any** document contained therein. Such reply shall form part of the permanent record.

Article XIII - No Strikes, No Lockouts

13.01 In view of the orderly procedures established by **this** Agreement for **the** settling of disputes and the handling of grievances, the **Union** agrees that, **during** the life of **this** agreement, there will be **no** strike, picketing, slowdown or stoppage of work, either complete or partial, **and** the Corporation agrees that there will be no lockout.

13.02 Should the Union or Corporation claim that a cessation of **work** constitutes a strike or lockout, **the** matter **may** be taken up pursuant to the grievance procedure.

Article XIV - Protection of Equipment and Pro —

- 14.01** The Union ~~will~~ protect equipment and property of the Corporation in case of a strike by the Union by providing Leadhands and Operators to perform any duties necessary to safeguard equipment and property, by ensuring equipment will be returned to the employer's premises before any work stoppage takes place.

Article XV - Hours of Work

15.01 **Regular Hours of Work - Schedule "A" Employees**

The regular hours of work for those listed in Schedule "A" shall consist of seven (7) hour tours of duty between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive, and all departments will be open for business on a continuous basis between these hours.

15.02 **Meal Breaks**

Schedule "A" Employees

The regular meal break for Schedule "A" employees, unless otherwise specified will be one (1) hour to be taken between 11:30 a.m. and 2:00 p.m.

Schedule "B" Employees

The regular lunch break for Schedule "B" employees, unless otherwise specified or agreed by the parties concerned, shall be a one-half (1/2) hour normally between 12:00 noon and 12:30 p.m.

Article XV. Hours of Work Cont'd15.03 Day Care Centre

The regular hours of work in the Day Care Centres shall consist of seven (7) hour tours of duty between the hours of 6:45 a.m. and 6:00 p.m., Monday to Friday inclusive. In addition, employees will take a one (1) hour meal break.

15.04 Community Residences

The regular hours of work for Community Residence workers shall be a seven and one-half (7.5) hour tour of duty, plus a one-half (1/2) hour meal break. The meal break will be taken at the work site in return for which the Corporation will supply a meal and refreshments for the worker while on duty. The regular days per week shall be five (5) days in any seven (7) day period. Schedules shall be posted at least two (2) months in advance.

15.05 stores

The regular hours of work for Storekeepers shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. to 4:30 p.m., Monday to Friday inclusive with one (1) hour lunch periods between 11:30 a.m. and 2:00 p.m.

Article XV - Hours of Work Cont'd15.06 Landfill SiteSchedule "A"

- a) The regular hours of work for Schedule "A" landfill site employees shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. and 8:00 p.m. The regular days per week shall be five (5) days in any seven (7) day period. Days off shall be consecutive.

Schedule "B"

- b) The regular hours of work for landfill/labour crews shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 8:00 p.m. for work performed during the Monday to Friday period, and an eight (8) hour tour between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays, and 9:00 a.m. to 5:00 p.m. on Sundays. In addition, employees shall take a one-half (1/2) hour meal break. Employees will work five (5) consecutive identical shifts, followed by two (2) consecutive days off. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given to the employees concerned.

Article XV - Hours of Work Cont'd**15.07** **Computer Operators**

The regular hours of work for Computer Operators shall be seven (7) hours a day, plus a one (1) hour meal break, Monday to Friday inclusive. ~~Shifts~~ will be on a rotation basis with schedules posted one (1) week in advance.

15.08 **Civic Information Desk**

The regular hours of work for the Civic ~~Information~~ Desk shall be seven (7) hour tours of duty between the hours of 8:00 a.m. and 4:30 p.m., plus a one (1) hour meal break, Monday to Friday inclusive.

15.09 **Regular Hours of Work - Schedule "B" Employees**

The regular hours of work for those listed in Schedule "B" unless otherwise stipulated, shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 4:30 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive. For the purpose of the foregoing, the work week shall commence on the first shift immediately following an employees regularly scheduled two (2) consecutive days off.

15.10 **Waste and Recyclables Collection**

The regular hours of work for waste and recyclables collection crews shall consist of eight (8) hour tours of duty between the hours of 7:00 a.m. and 3:30 p.m., plus a one-half (1/2) hour meal break, Monday

Article XV - Hours of Work Cont'd

to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.11 **Street Sweeping and Flushing Crews**

The regular hours of work for Street Sweeping and Flushing Crews shall consist of five (5) identical eight (8) hour tours of duty between the hours of 5:00 a.m. and 5:00 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive, followed by two (2) consecutive days off. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.12 **Sanding and Salting Crews**

The regular hours of work for Sanding and Salting Crews shall consist of eight (8) hour tours of duty between the hours of 12:00 midnight and 8:00 a.m., Monday to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

Article XV - Hours of Work Cont'd**15.13 Snow Removal Crews**

The regular hours of work for Snow Removal Crews shall consist of eight **(8)** hour tours of duty ~~between~~ the hours of 11:00 p.m. and 8:00 a.m., Monday to Friday inclusive.

15.14 Traffic Marking Crews

The regular hours of **work** for **Traffic** Marking Crews during the period **May 1st** to September **30th**, shall consist of eight **(8)** hour **tours** of duty between **6:00** a.m. to **2:30** p.m., plus a one-half **(1/2)** hour meal break, Monday to Friday inclusive. When it is necessary **to** establish or reschedule shifts, seven **(7)** days notice shall be given by the Corporation to the employees concerned. Employees working **this shift** shall receive **shift** differential as per clause **17.01 (b)**.

15.15 Water Treatment Plant

The regular hours of labour for Operators, Maintenance and Relief Operators and Control Technicians shall be **as** follows:

- a) Operators - The Regular hours of work shall consist of eight (8) hour tours of duty, inclusive of **a** one-half **(1/2)** hour paid meal break, with **shifts from 11:30** p.m. to **7:30** a.m.; **7:30** a.m. to **3:30** p.m.; and **3:30** p.m. to **11:30** p.m. Operators shall work five **(5)** consecutive identical **shifts**, followed by two (2) consecutive days off. There **shall** be a **minimum** of sixteen (16) **hours** between **shifts**.

Article XV . Hours of Work Cont'd

- b) Maintenance & Relief Operators, Control Technicians - The regular hours of work shall consist of eight **(8)** hour tours of duty, plus a one-half (1/2) hour meal break, for five **(5)** shifts on consecutive days followed by **two (2)** consecutive days **off**. There **shall** be a **minimum** of eight **(8)** hours **between** shifts except **as** provided for in Section d) and in any event will not be required to work at straight time rates beyond eight (8) hours during **any** twenty-four **(24)** hour period.
- c) Maintenance & Relief Operators, who **by** a change **in** their regularly scheduled **shifts** are required to work on their regularly scheduled **days off**, shall receive the appropriate overtime payment for **all** work **performed** on these **days**.
- d) **In** cases of sickness, seven **(7)** hours' notice shall be given to the employee **who** substitutes for the sick employee. If less **than** seven **(7)** hours notice is given, then overtime premium rates **shall** be paid.
- e) When it is necessary to establish or reschedule **shifts**, seven **(7)** **days** notice shall be given **by** the Corporation **to** the employees concerned. For the purpose of the foregoing, **tours** of duty **shall** commence **at** 12:00 midnight, 8:00 a.m. and 4:00 p.m.

15.16 **Water Pollution Control Plant**

The **hours** of work for Operators, Maintenance and Relief Operators **and** Control Technicians at the Water Pollution Control Plant shall be in accordance with Appendix (A) attached hereto **and** forming part of **this** agreement.

Article XV . Hours of Work Cont'd**15.17** Watchmen

The regular hours of work for Watchmen shall consist of eight **(8)** hour tours of duty on the basis of five **(5)** tours of work in a seven (7) day period, between the hours of 4:00 p.m. and 12:00 midnight or 12:00 midnight to 8:00 a.m., Sunday **through** Saturday. **An 8:00** a.m. to 4:00 p.m. is required Saturday and Sunday. Where possible, there will be two (2) consecutive days **off**. There will be a minimum of eight **(8)** hours between **shifts**.

15.18 Janitors

The regular hours of work for Janitors **shall** consist of five **(5)** consecutive identical **shifts** in a seven (7) day period generally between **the** hours of 2:30 p.m. and 10:30 p.m., and 4:00 p.m. and 12:00 midnight. Where existing **shifts** differ from these hours, present shifts will remain in effect **until** the parties mutually **agree** to revert to "the regular **hours** of work for Janitors".

15.19 Stationary Engineers, Fort William Gardens

The regular hours of work for Stationary Engineers at **Fort William Gardens** shall consist of eight **(8)** hour tours of **duty between** the hours of 7:00 a.m. to 3:00 p.m. **and** 5:00 p.m. to 1:00 a.m. for employees required to work **two (2) shifts, and between** the hours of 8:00 a.m. to 4:00 p.m., 4:00 p.m. and 12:00 midnight, **and** 12:00 midnight to **8:00** a.m. for **employees required to work three (3) shifts**.

Article XV - Hours of Work Cont'd

The Stationary Engineers shall be required to work five (5) identical consecutive ~~shifts~~, followed by two (2) consecutive ~~days off~~. There shall be a minimum of sixteen (16) hours between ~~shifts~~.

15.20

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The regular hours of work for **Parkman** - Indoor Arenas, **Fort William Gardens**, shall consist of eight (8) hour ~~tours~~ of duty. They shall work five (5) consecutive identical ~~shifts~~ followed by two (2) consecutive days ~~off~~, for a minimum of sixteen (16) hours between ~~shifts~~. They will not be required to ~~work~~ at straight time rates ~~beyond~~ eight (8) consecutive hours during any twenty-four (24) hour period.

15.21**Leadhand II (Arenas) and Parkman II (Indoor Arenas)**

The regular hours of work for **Leadhand II (Arenas) and Parkman II (Indoor Arenas)** shall consist of eight (8) hour tours of duty, between the hours of **8:00 a.m.** to **5:00 p.m.** and **5:00 p.m.** to **1:00 a.m.** Employees will be ~~required~~ to work five (5) consecutive ~~shifts~~ followed by two (2) consecutive ~~days off~~. There ~~shall~~ be a minimum of sixteen (16) hours between shifts.

15.22**Other Parks and/or Recreation Workers**

The regular ~~hours~~ of work for other **Parks & Recreation** shift employees shall consist of eight (8) hour ~~tours~~ of duty. ~~Shifts~~ shall

Article XV - Hours of Work Cont'd

be for no less **than** five **(5)** consecutive days on identical **shifts**, followed **by** two **(2)** consecutive days off. There will be sixteen **(16)** hours between **tours** of duty.

15.23 **Outdoor Rinks**

The hours of work for outdoor rinks shall be five **(5)** **shifts** on consecutive days at eight **(8)** hours each, Sunday through Saturday, with two **(2)** consecutive **days off**.

15.24 **Changing Shifts - Parks and/or Recreation Workers**

When it is necessary to establish or reschedule **shifts**, seven **(7)** days notice shall be given by the Corporation **to** the employees concerned.

15.25 **Parking Maintenance Technician**

The **regular** hours of work for **1** Parking **1** Technician shall consist of **eight (8)** hour **tours of** , from **8:00 .m.** to **4:30 p.m.** during the Winter **and** from **6:00 m** to **2:00** , during the **Summer, Monday to 1** inclusive.

15.26 **Marina Personnel**

The regular hours of work for the Marina personnel shall consist of twelve **(12)** hour **tours** of duty, from 9:00 a.m. to 9:00 p.m. each

Article XV - Hours of Work Cont'd

day. There shall be three (3) tours, either **days** or **nights** of duty **followed** by three (3) tours, either **days** or **nights** off. (Seven (7) twelve (12) hour **shifts** each fourteen (14) days.)

15.27 **Leadhand and Janitor Handyman - Volunteer Pool & Games Complex**
See Clauses 15.34 and 15.35.

15.28 **Animal Control Officers**
Animal Control Officers will be required **to** work **a** twenty-one (21) day shift schedule. The schedule **will** commence with seven (7) work days (evening **shift**), **three** (3) days off, followed by seven (7) work days (day shift), four (4) days off.

Summer Hours - March 1 - October 31

The regular **day** shift hours for Animal Control Officers **shall** be **from** 8:00 a.m. to 4:30 p.m. inclusive of **a** thirty (30) minute unpaid, uninterrupted meal period.

The regular evening **shift** hours for Animal Control Officers shall be from 1:00 p.m. to 9:30 p.m., inclusive of **a** thirty (30) minute unpaid, uninterrupted meal period.

Article XV - Hours of Work Cont'd**Winter Hours - November 1 - February 28**

The regular day **shift** hours for **Animal** Control Officers shall be **from 8:00 a.m. to 4:30 p.m.**, inclusive of a thirty (30) minute unpaid, uninterrupted meal period.

The regular evening **shift** hours for Animal Control Officers shall be from 9:30 a.m. **to 6:00 p.m.**, inclusive of a thirty (30) **minute** unpaid, uninterrupted meal period.

15.29 **Animal Care Attendants**

Animal Care Attendants will be required **to work** a **six (6)** day **shift** schedule. The schedule will commence with four **(4) days**, followed by **two (2) days off**.

Where the **Animal** Care Attendant's work days fall during the period **Monday - Friday**, the regular hours of work shall be from 8:00 a.m. **to 5:00 p.m.**, inclusive of a one **(1)** hour unpaid, uninterrupted **meal** period.

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Where the Animal Care Attendant's work days fall on a Saturday, Sunday or Paid Holiday, the regular hours of work shall be ~~from~~ 8:00 a.m. to 4:30 p.m., inclusive of a one-half (1/2) hour unpaid, uninterrupted meal period.

15.30 Clerk Receptionist Dispatchers - Animal Control

The Clerk Receptionist Dispatchers will be required to work Monday to Friday, or from Tuesday to Saturday.

The hours of work for Dispatchers shall be ~~from~~ 9:00 a.m. to 6:00 p.m., inclusive of a one (1) hour unpaid, uninterrupted meal period, OR from 8:00 a.m. to 5:00 p.m., inclusive of a one (1) hour unpaid, uninterrupted meal period. The Corporation will assign the specific shift to be worked.

15.31 Preference of Days Off for Schedule "B" Employees

Seniority shall determine preference of days off subject only to ability to perform the requirements of the job.

15.32 Changes in Hours of Work

It is agreed that the hours of work set forth under this Article can be adjusted on the agreement of the parties during the lifetime of this Agreement.

Article XV - Hours of Work Cont'd**15.33 Assignment to Outdoor Rinks and Indoor Arenas**

Parks employees assigned to outdoor rinks and indoor arenas will be given the opportunity to work eighty (80) hours in the bi-weekly period when these facilities close or start up. Work performed to ~~make~~ up the eighty (80) hours will be paid at straight time rates. This is not to be considered to be a guarantee of ~~Hours~~ of Work. There ~~will~~ be no Premium Pay at the start up of the Outdoor Rinks and Indoor Arenas.

Article XV - Hours of Work Cont'd**15.34 Schedule At Volunteer Pool****Janitor-Handyman - Two (2) Tour System****Tour # 1**

Monday to Friday - 4:30 a.m. to 1:00 p.m.

Tour # 2

Sunday	-	8:00 a.m. to 4:30 p.m.
Wednesday	-	1:30 p.m. to 10:00 p.m.
Thursday	-	1:30 p.m. to 10:00 p.m.
Friday	-	1:30 p.m. to 10:00 p.m.
Saturday	-	8:00 a.m. to 4:30 p.m.

Hours of Work

15.35 Schedule at Canada Games Complex

Canada Games Complex - Work Schedule for Selected Classifications

CLASSIFICATIONS														
	SUN	MON	TUES	WED	THURS									
LEADHAND HOURS ONLY	9:00-5:00	8:00-4:30	7:00-3:30	3:30-11:30	3:30-11:30									
	S	M	T	W	TH	F	ST	S	M	T	W	TH	F	ST
Leadhand	D	D	D	E	E	-	-	D	D	D	E	E	-	-
Janitor - Handyman 1	D	D	-	D	D	E	-	-	E	E	E	E	-	D
Janitor - Handyman 2	E	E	-	D	D	D	-	-	E	E	E	E	-	E
Janitor - Handyman 3	-	E	E	E	E	-	E	E	E	-	D	D	D	-
Janitor - Handyman 4	-	E	E	E	E	-	D	D	D	-	D	D	E	-

Regular Day Shift - 7:00 a.m. - 3:30 p.m.

Regular Evening Shift - 3:30 p.m. - 11:30 p.m.

Article XV - Hours of Work Cont'd**15.36** **Relief. Seasonal. Temporary and Part Time Staff**

The hours of work for persons employed pursuant to the **Letters** of Understanding are **outlined** below. Nothing in **this** Article is to be construed as a **guarantee** of available work.

- a) **Daily** work schedules for Relief, Seasonal, and Temporary employees will be as outlined for their classifications in **this** Article.
- b) Relief employees may **work** less than the standard number of full-time **shifts** per week **and, upon** agreement of the parties, less than the **standard** number of full-time hours per **shift**.
- c) Seasonal and Temporary employees will normally work **the** standard number of full-time **shifts** per week, **and** the standard **number** of full-time hours per **shift**, during **their** period of employment, unless otherwise **agreed** to by the parties.
- d) **Part-time** employees, in Animal Control, **may fill** in for absent full-time employees in the regular full-time **work** cycle **as** provided for in **this** article, or work **a** predetermined year round work schedule of **twenty-four (24) hours** per week **or** less.

Article XVI - Overtime

16.01 Overtime Rates

- a) Schedule "A" Employees - Authorized overtime in excess of the regular hours of ~~work~~ for Schedule "A" classifications shall be paid for at the rate of time and one-half (1 - 1/2X) for the first three (3) hours worked in a day and double time (2X) for each consecutive hour worked thereafter; time and one-half (1 - 1/2X) for the first four (4) hours and double time (2X) thereafter ~~on~~ the sixth (6) consecutive day ~~worked~~ (normally Saturday); ~~and~~ double time (2X) ~~on~~ the seventh (7th) consecutive day worked (normally Sunday).

- b) Schedule "B" Employees - Authorized overtime for Schedule "B" employees (excluding Animal Control Employees) shall be paid for at ~~the~~ rate of double time (2X) for ~~any~~ work performed in the twelve (12) hour period immediately preceding their regularly scheduled tour of duty and at the rate of time and one-half (1 - 1/2X) for ~~any~~ work performed following the completion of their regular tour of duty. All employees shall be paid at the rate of time and one-half (1 - 1/2X) for work performed ~~on~~ the sixth (6th) day of their ~~regular~~ work week ~~and~~ double time (2X) for work ~~performed~~ on the seventh (7th) day of their regular work week. (For the purpose of the foregoing, double time on the sixth (6th) day shall be paid in the same manner ~~as~~ that paid immediately prior to the regularly scheduled tour of duty on the fifth (5th) day.)

Article XVI - Overtime Cont'd

- c) Animal Control Employees - Notwithstanding Article XVI, Clause 16.01 (b), authorized overtime for full-time employees (**and any** replacements thereof who work the full-time cycle) shall be paid for at the rate of time and one-half ($1 \frac{1}{2}X$) for **all** time worked before or after the regular work day and/or **the** regular work week. If a full-time employee (or replacement **as** described above) is required **to** work on each day of what would have been **two** (2) consecutive **days** off, **time** worked **on** the **second** consecutive **day** off will be paid at the rate of double **time** (**2X**). If a full-time employee (or replacement **as** described above) is required to work on each day of what would have been three (3) consecutive **days** off, **time** worked on such **second** and third **days** **will** be paid at double time (**2X**).

Distribution

- d) Except in **the** case of emergency, overtime shall be distributed in **an** equitable manner amongst those regular employees qualified and available to **perform the** required work **and** it is agreed that no employee shall be required to work overtime or a double **shift** against **his** wishes when other qualified employees normally **performing** such duties within their division/section or designated area **are** available **and** willing to **perform the required work**.

Article XVI - Overtime Cont'd

Notwithstanding the above, any employee employed at the relevant work site or with the relevant piece of equipment may be assigned up to five **(5)** hours of unscheduled "tag end" overtime each seven **(7)** day work week.

Note: The Corporation will supply the Union with a list of "divisions or designated work areas", for discussion and agreement. Pending same, current practices will continue to apply.

Banked Time

16.02 Employees shall be given the option of choosing overtime pay or equivalent time off in lieu of overtime, up **to an** aggregate annual maximum of:

- a) ten **(10)** working days in **the** case of Schedule "A" employees;
- b) **twenty-four (24)** hours in the case of Schedule "B" employees; and,
- c) nine (9) working days in the case of Animal Control employees.

Time off in lieu of overtime **must** be taken, **unless** otherwise mutually agreed, within a three (3) month period immediately following such overtime, at a time agreeable between the employee and the non-union Supervisor. **The** employee shall signify **his** intention to **bank** time immediately upon completion of the overtime worked. Unless

Article XVI . Overtime Cont'd

otherwise mutually agreed, **any** banked **time** left **on** December 31, each year must be either scheduled or paid out by **January 31** of the following year.

Meal Allowance

16.03 Should an employee be required to work overtime beyond one (1) hour after a full tour of duty, when no prior notice of overtime **has** been given, the employee will be given a hot meal and time to eat it **OR** will be reimbursed up to \$5.00 for **a** purchased "**morning**" meal or \$7.50 for a purchased "evening" meal along with **a** twenty **(20)** minute paid meal break. The above will apply again for each consecutive four **(4)** hours of overtime worked after the preceding **meal** break(s).

If **an** employee is working in conjunction with **an** outside contractor and the contractor elects to continue working through **the** period **an** employee would normally have **his** overtime lunch break, the employee will continue working until **a** lunch break is called or until five **(5)** hours **has** elapsed **since his** last lunch break, whichever occurs first. An employee given proper notice **shall** be allowed **time** to eat **his** lunch.

16.04 **Call-Out**

An employee who is called back outside **his** **standard** hours other **than**

Article XVI - Overtime Cont'd

for scheduled overtime **work**, shall be paid either:

- a) a **minimum** of half of a full-shift (of up to four **(4)** hours); or,
- b) at **his** applicable overtime rate for the time worked on the call-back, whichever is greater.

16.05 Stand-By -Schedule "B" Employees

- a) The Corporation will supply two way radios to employees while **on standby**.
- b) Schedule "B" standby periods, excluding **Animal** Control Workers, will be **from** 4:30 p.m., Friday to the following Friday at 4:30 p.m. and **will** be paid at the rate of two (2) hours at straight time seven (7) **days a** week between the hours of 4:30 p.m. and 8:00 a.m. and in addition six **(6)** hours standby at straight time rates shall be paid on Saturdays and Sundays **between** the **hours** of 8:00 a.m. and 4:30 p.m. An employee who is called out on standby shall be paid either:
 - i) a **minimum** of two (2) hours **at** his straight **time** rates; or,
 - ii) **at his** applicable overtime rate for **the time** worked on **the** call-out, whichever is greater.

Article XVI - Overtime Cont'd

- c) The **Animal** Control standby period encompasses the period immediately following the designated evening shift until 8:00 a.m. the following morning. An employee required to be on standby will receive \$21.00 per night, seven **(7)days a** week. An employee called back to work on Standby shall receive a minimum of two **(2)** hours pay at straight time or the applicable overtime rate, whichever is greater.
- 16.06** An employee reporting for work and sent home due to adverse weather conditions shall be paid the **minimum** compensation of four **(4)** hours at straight time rates.

Article XVII - Shift Premium**17.01 a) Schedule "A" Employees**

In the case of Schedule "A" classifications, a shift premium of **two** dollars **and fifty cents (\$2.50)** per day shall be payable to employees where the majority of their hours worked **falls** between the hours of 6:00 p.m. and 6:00 a.m. **This shift** premium shall not be payable when the overtime rate is in effect. The provisions of **this** Clause do not apply to Building Maintenance personnel.

Article XVII - Shift Premium Cont'db) **Schedule "B" Employees**

In the case of Schedule "B" classifications, other than Animal Control Employees, a shift premium of fifty-five cents (\$.55) per hour, will be payable to the following groups of employees for hours regularly worked outside of the normal **daily work** schedule but will not be payable when **the** overtime rate is in effect:

- a) Street Sweeping and Flushing Crews;
- b) Sanding and Salting Crews;
- c) Snow Removal Crews - **to** commence on **the** second day of snow removal operations. Overtime rates **will** apply on **the** first day of snow removal operations;
- d) Water Treatment Plant Operators;
- e) Mechanics and Helpers;
- f) Indoor Rinks;
- g) Landfill Site crews;
- h) Golf Course Workers;
- i) Outdoor Rink Caretakers;
- j) Canada Games Complex Employees;
- k) Volunteer Pool Employees.

c) **Animal Control Employees**

In recognition of **the** undesirable features **of** shift work, employees shall receive thirty-five cents (\$.35) **per** hour additional compensation for all hours worked on the evening **shift**.

Article XVII - Shift Premium Cont'd

- d) The provisions of ~~this~~ Article apply to Relief, Seasonal, Temporary and ~~Part-time~~ employees hired pursuant ~~to~~ the Letters of Understanding in affected classifications.

Article XVIII - Vacations With Pay**18.01** Vacation Entitlement

- a) All employees ~~with one~~ (1) year or ~~more of~~ continuous service will be entitled to ten ~~(10)~~ working days ~~annual~~ vacation with pay.
- b) All employees with ~~two~~ (2) years or more of continuous service will be entitled to ~~fifteen~~ (15) working days ~~annual~~ vacation with pay.
- c) All employees with eight ~~(8)~~ years or more of ~~continuous~~ service will be entitled to twenty ~~(20)~~ working days ~~annual~~ vacation with pay.
- d) All employees with ~~sixteen~~ (16) years or more ~~of~~ continuous service ~~will~~ be entitled to twenty-five (25) working days ~~annual~~ vacation with pay.

Article XVIII - Vacations With Pay Cont'd

All employees with sixteen (16) years or more of continuous service shall, in addition to the annual vacation set forth in Article XVIII, Clause 18.01 (d) above, will be entitled to one (1) additional day for each year of continuous service beyond sixteen (16) years of continuous service to a maximum of ten (10) additional days vacation, e.g.:

Years of Continuous Service	Working Days Annual Vacation	Additional Vacation Days(s)
17	25	1
18	25	2
19	25	3
20	25	4
21	25	5
22	25	6
23	25	7
24	25	8
25	25	9
26	25	10

Article XVIII - Vacations With Pay Cont'd

18.02 Relief, Seasonal, Temporary **and** Part-time employees employed pursuant to the **Letters** of Understanding will receive 4% vacation pay each pay **period** as payment for time **off** in accordance with vacation entitlement provisions of the Employment **Standards** Act.

If a Relief, Seasonal, Temporary or Part-time employee **obtains** a full-time position, the 4% vacation pay will cease **on** the date **the** employee **starts** in the full-time position and service for the purpose of calculating vacation entitlement **will** be the same **as** the seniority date established for the employee, but not more than one (1) year **prior** to **being** appointed to the full-time position. It is understood that pay for the first set of vacation entitlements provided pursuant to the full-time vacation entitlement will be **reduced by** the four percent (4%) vacation **pay paid** in the year previous to the date **upon** which full-time employment commences.

18.03 **Terminated Employees - less than one (1) year**
Employees **terminated** with less than one (1) year of continuous service **will** be **paid** in accordance with the Employment **Standards** Act.

Article XVIII - Vacations With Pay Cont'd

18.04 An employee who has completed more than one year of continuous service and who has ceased to be employed shall receive vacation pay on a pro-rated basis.

18.05 Vacation Pay - While Working in a Higher Paid Classification
Schedule "B" employees who work in a higher classification for five (5) consecutive days or more immediately preceding their **annual** vacation shall receive **annual** vacation pay in accordance with the rate attached to the higher classification.

18.06 Choice of Vacati*onPeriod
An employee having three (3) or more weeks of vacation entitlement shall be entitled to receive a **minimum** of **three** (3) of those weeks in **an** unbroken period. Seniority **shall** prevail in choice of **this** vacation period. All vacations shall be taken **at** a time agreed upon between the employee and **his** supervisor.

18.07 Vacation Schedules
Vacations shall be taken at a time agreed **upon** between the employee and **his** supervisor and in each year vacation schedules shall be posted by **the** first **working** day in **January** and employees shall indicate their preference of vacations in order of seniority by March 1st. The completed schedule shall be posted by March 15th. Employees having three (3) or more weeks of vacation entitlement shall be

Article XVIII - Vacations With Pay Cont'd

entitled to receive a **minimum** of three (3) **weeks** in **an** unbroken period **during** July **and** August, if **permitted** by and in accordance with vacation regulations of the department.

Any employee not making **his** choice by March 1st shall forfeit the right of choice by seniority and vacation shall be scheduled at the discretion of management. Vacations not **used** by December 31st because of illness or Workers' Compensation may be paid out on December 31st, or may be rescheduled during the following months of **January** or February, at the discretion of management.

- 18.08 When **an** employee is qualified to receive paid sick leave or Workers' Compensation substantiated by a Doctor's certificate, bereavement leave with pay, or any other approved leave with pay during **his** period of vacation, there shall be no deduction from vacation credits for such absence. The days of vacation **so** displaced shall either be added to the vacation period or reinstated for use at a later **date**.

18.09 **Pro-Rating Vacations**

For the purpose of Article XVIII, pay for annual vacation will be reduced proportionately by the extent to which **an** employee **was** on unpaid **leave of absence** as per Article **XXIII, Clause 23.01** beyond one **(1)** calendar month, or Union leave beyond **two (2)** calendar

Article XVIII - Vacations With Pay Cont'd

months, or laid ~~off~~ beyond two **(2)** calendar months, and for each continuous calendar month thereafter, during the previous twelve **(12)** month ~~period~~ for which vacation entitlement was earned.

18.10 Animal Control Protection

It is agreed that Animal Control employees who enjoy a vacation entitlement that is superior to that provided for in Article XVIII, Clause 18.01, ~~shall~~ continue to receive their 1994 entitlement until such time as the same entitlement is provided for in Article XVIII, Clause 18.01. Thereafter, Animal Control employees will be governed by the conditions of Article XVIII, Clause 18.01.

Article XIX - Statutory Holidays19.01 Paid Holidays

The following **Statutory** Holidays, regardless of when they fall, will be ~~granted with~~ pay to all employees who have completed thirty **(30)** calendar days ~~of~~ continuous service.

Article XIX - Statutory Holidays Cont'd

Easter Monday	Good Friday
Dominion Day	Victoria Day
Labour Day	Civic Holiday
Remembrance Day	Thanksgiving Day
Christmas Day	Half Day (1/2) Before Christmas Day
New Year's Day	Half Day (1/2) Before New Year's Day
Boxing Day	

and, any other **Statutory** Holiday proclaimed by the Federal or Provincial Government.

19.02 **Rate of Pay for Holiday**

Payment for **such holidays** shall be based on the rate **being** paid to an employee on the regular **work** day immediately preceding a **Statutory** Holiday.

19.03 **Holiday Deemed to be Paid**

Employees on STD, LTD or WCB **will** not be paid **Statutory** Holiday pay. Employees on unpaid leaves of absence or UIC Sick Leave benefits beyond one (1) calendar month **will** not be paid **Statutory** Holiday pay.

Article XIX - Statutory Holidays Cont'd**19.04** Compensation for Working on the Holiday**a)** Schedule "A" Employees

If an employees works on one of the above-named Statutory Holidays, he shall receive pay for the day, plus payment at double time for the **hours** actually worked **by** him or equivalent time **off** with pay in lieu thereof. It is agreed that time off will be taken **within** the three (3) month period immediately following the statutory holiday.

b) schedule "B" Employees

Schedule "B" Employees, except those covered under the provisions of Article XIX, Clause 19.09, required to work on an above-named **Statutory** Holiday shall receive **pay at double time** for the hours actually worked **and** pay for the day or a day **off** with pay in lieu of the Statutory Holiday. Lieu days may be allowed to accumulate **and** may be taken in blocks of five **(5)** days within a three (3) month period following the accumulation. Where the required **work** is less **than** eight **(8)** hours, he shall receive **his** overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time **off**.

c) Lieu time **will** be taken at a time agreeable between the employee and the supervisor.

Article XIX ~~Statutory-Holidays~~ Cont'd**19.05 Working ~~Day~~ Before and ~~Day~~ After**

In order to be entitled to payment for a Statutory Holiday, an employee **must** have worked the **full working day** immediately **preceding the** holiday **and the** full working day immediately following **the** holiday, **unless an employee is ill, on authorized vacation or leave** of absence.

19.06 When any of the above-named Statutory Holidays **falls** on an employee's **scheduled** day off, the employee **shall** receive another **day off with pay at a time agreed upon between the employee and the employer**. **Should** Christmas or New Years' Day fall on a Sunday or Monday, time off in lieu of the half (1/2) **day** before Christmas **and** New Years Day **will** be provided.

19.07 When one of the above-named Statutory Holidays falls during an employee's approved vacation period, he shall be **allowed an extra** day's vacation.

19.08 Holidays Falling on Saturday or **Sunday**

When any of **the** above-named Statutory Holidays **fall** on a Saturday or Sunday and are not proclaimed **as** being observed on **some** other **day**, the following **Monday** and/or Tuesday shall be deemed **to** be holidays for **the** purpose of **this** Agreement other **than** for **shift** workers who **shall observe and be paid for the** holiday **on the day that**

Article XIX - Statutory Holidays Cont'd

it falls.

19.09 Garbage Pick-up on Holiday

It is agreed **that**, if garbage is **to** be picked up on a Statutory Holiday, employees will be paid in accordance with the provisions of Article XIX, Clause 19.04 (b) or in lieu thereof be granted two **(2) days** off, if required **to** work **a** full shift on a **Statutory** Holiday.

Article XX - Seniority**20.01 a) Definition**

Seniority, **as** applicable **to** all employees covered by **this** agreement, shall mean length of service under jurisdiction of this or another CUPE bargaining unit while employed for the Corporation of the City of Thunder Bay, subject to completion of the probationary period, and commencing from the first day of employment under C.U.P.E. jurisdiction.

- b) Relief, Seasonal, Temporary, and Part-time employees hired pursuant **to** the Letters of Understanding will not accumulate seniority, but will accumulate service from their original **date** of hire for the purpose of bidding on any posted vacancy. For the purpose of bidding on posted positions, such "bidding seniority" will be of equal standing with regular seniority as defined in part **(a)** above. Bidding seniority will

Article XX - Seniority Cont'd

be pro-rated **to** equivalent full-time days worked, i.e. **two** hundred and **sixty (260)** days of work will equal one year of bidding seniority and/or service. Employees who are terminated and subsequently rehired, within twelve **(12)** months **from** termination, shall have their previously accumulated bidding seniority restored.

20.02 Commencement

- a) Seniority and service credits shall commence **from** the first day of employment under jurisdiction of **this** or a prior C.U.P.E. bargaining unit, subject to completing the probationary period. However, service credits acquired by employees while employed in other City employee groups **will** be retained for the purpose of Vacation entitlement, O.M.E.R.S., Health **and** Welfare benefits, **and** Sick Leave payouts.
- b) Relief, **Seasonal**, Temporary, and Part-time employees hired pursuant to the Letters of Understanding, who **obtain** full-time employment and complete the probationary **period** in Article XXII, Clause 22.05, will then obtain seniority. However, Relief, Seasonal, Temporary and Part-time employees **who** bid into posted full-time positions within their current classification **and** same Section, having already passed the probationary **period** pursuant to Article IV, Clause 4.01, shall be deemed to **have** completed **the** probationary **period** pursuant to Article XXII, Clause 22.05, **and** will then obtain seniority.

Article XX - Seniority Cont'd

The seniority date will initially be established on the basis of the date of appointment into the full-time position, then retroactively adjusted **so** as to provide full credit for previously accumulated "bidding seniority" as calculated **and** provided for in Article XX, Clause 20.01 (b) above.

("Retroactive" seniority no longer limited to one **(1)** year from appointment into **a** full-time position. Corporation willing to recalculate **dates** for current full-time employees **hired** into full-time positions after January 1, 1990, if the information **can** be **made** available, with such recalculation applicable after the signing of the collective agreement. However, notwithstanding **anything** else contained in **this** agreement, the earliest that **anyone** will receive credit for back bidding seniority is to January 1, 1990.)

20.03 Seniority Lists

A revised **seniority** list shall be **forwarded** to the Union Secretary **and** posted **on** all bulletin **boards** by April **1st** of each year and October 1st of each year. Challenges and corrections may be made within thirty (30) days of **posting** each year.

Article XX - Seniority Cont'd20.04 Accumulation of Seniority

Seniority will accumulate at all times, but will not accumulate and an employee will cease to be employed when he:

- a) voluntarily quits **his** employment with the Corporation;
- b) is discharged or **terminated** and is **not** reinstated through the grievance procedure or arbitration;
- c) fails to report for work without acceptable excuse within five **(5)** working days **after being notified** by registered mail by the Corporation following a layoff;
- d) **fails** to return to work upon **termination** of an **authorized leave of absence unless a reason** acceptable to the Corporation is given;
- e) accepts **gainful** employment while **on** a leave of absence without first **obtaining** the consent of **the** Corporation in writing;
- f) if, **having less than eighteen (18) months** of seniority at the time of layoff, is **off the** payroll due to layoff for **a period** in excess of nine **(9)** months;
- g) if, having more than eighteen months of seniority at the time of layoff, is **off the** payroll due to layoff for **a period** in excess of eighteen **(18) months.**

Article XX - Seniority Cont'd

- 20.05 A regular employee with seniority who obtains a Relief, Seasonal, Temporary or Part-time position will continue to accumulate seniority in the **normal** fashion.
- 20.06 In the event **an** employee covered by **this** Agreement is placed into a position beyond the **scope** of **this** agreement and later returns back to **a** position within the scope of **this** agreement, such employee shall retain the seniority **and** service previously acquired **and** shall have **added** thereto the seniority **and** service accumulated while serving in such position outside the agreement, provided the employee concerned returns to a position within the **scope** of this agreement within a period of **six (6) months**.
- 20.07 Employees hired pursuant **to** Government subsidized programs shall retain seniority rights only if they are transferred as labourers **into** the Corporation in which case seniority will revert to the original date of hire.

Article XXI - Layoffs & Recalls21.01 a) **Notice of Layoff**

The Corporation will notify employees two **(2)** working days prior to a scheduled layoff provided the employees affected have completed five **(5)** continuous working **days** of employment.

Article XXI - Layoffs & Recalls Cont'd

In other instances, notice of layoff will depend on service as follows:

3 months or more, less than 1 year	= 1 week of notice
1 year or more, less than 3 years	= 2 weeks notice
3 years or more, less than 4 years	= 3 weeks notice
4 years or more, less than 5 years	= 4 weeks notice
5 years or snore, less than 6 years	= 5 weeks notice
6 years or more, less than 7 years	= 6 weeks notice
7 years or more, less than 8 years	= 7 weeks notice
8 years or more,	= 8 weeks notice

b) **Alleviating Layoffs**

In order to attempt to alleviate a layoff whenever a temporary shortage ~~of work~~ occurs in a classification, the Corporation may assign employees in reverse order of **seniority** to perform **the** duties of a lower paid job, but shall pay the classified employee ~~his~~ or her regular classified rate of pay while performing those other duties, regardless of the requirements of Article XXII.

21.02 **Applicable to Schedule "A" Employees**

- a) **No** new employees will be hired ~~until~~ those laid off have ~~been~~ given an opportunity ~~of~~ re-employment provided they are qualified to perform the available work.

Article XXI - Layoffs & Recalls Cont'd

- b) In the event of **a** layoff, **an** employee about to be laid off may bump **an** employee with less seniority, providing the employee exercising the right is qualified and medically capable to perform the work of the less senior employee.
- c) Employees shall be recalled in the order of their seniority provided they are qualified and medically capable to perform the available work.

21.03 Applicable to Schedule "B" Employees

- a) **No** employee will be hired until those laid off have been given an opportunity of re-employment subject to **the** conditions set **forth** in part (b) and (c) below.
- b) In the event of **a** layoff, employees shall be laid off in reverse order of seniority. An employee about **to** be laid **off** may bump:
 - i) into a classification where there are employees **with** less seniority provided the employee about to be laid off has successfully completed **the** probationary period **as** provided for in Article IV or Article XXII; or,
 - ii) into a labourer classification where there are employees with less seniority.

Article XXI - Layoffs & Recalls Cont'd

- c) In the event of a layoff of more **than** six **(6)** months, or when it becomes **known** that the layoff will exceed six (6) months, **an** employee may bump **as** described in part (b) above, or if unable, may bump lateral or downward into a classification where there are employees with less seniority providing the employee facing layoff is:
 - i) fully qualified in relation **to the posted** requirements; **and,**
 - ii) has demonstrated proficiency in performing **tasks similar to** those required in the classification sought.
- d) When **an** employee bumps into **a** classification where there **are** employees with less seniority, the junior employee **within** the classification will be laid off (subject to parts (b) **and (c)** above).
- e) Employees **shall** be recalled in the order of their seniority.

21.04 It shall be the duty of each employee **to** notify the Corporation and the **Union** promptly of any change in address and telephone **number**. If **an** employee fails to do **so**, the Corporation **and** the **Union** will not be responsible for failure of **a** notice to reach such employee.

Article XXI - Layoffs & Recalls Cont'd

21.05 Employees will normally attempt to exercise layoff and recall rights within their **own** schedule of occupations.

If an employee does not bump into another position pursuant to **his** or her own Schedule, the employee **may** exercise bumping rights in accordance with and pursuant to the provisions of the other Schedule.

If an employee has not been recalled pursuant to **his** or her own Schedule, the employee may be recalled **to** another position in accordance with and pursuant to the provisions of the other Schedule.

In addition to complying with the provisions of the Schedule, an employee who crosses over in **this** fashion must be medically capable **to** perform the work of the classification sought.

Article XXII - Promotions & Vacancies

22.01 Posting of Vacancies

All vacancies, unless otherwise **specified** in the Letters of Understanding attached hereto and forming part of this agreement, shall be posted for at least seven **(7)** working days and shall appear on the pay cheque **stub**, prior **to** the closing date.

Article XXII - Promotions & Vacancies Cont'd22.02 **Information in Postings**

Position postings shall show:

- a) position title **and** number **of** vacancies;
- b) **salary** range or rate;
- c) position description and qualifications;
- d) hours of **work and** nature of **shifts**;
- e) special conditions of employment.

22.03 **Filling Vacancies**

Outside applicants shall not be considered **until** present employees have had **the opportunity to** apply for and/or obtain the vacancy in accordance with the provisions of Article XXII, Clause 22.04 and/or Clause 22.05. **Nothing** herein **shall** prevent the Corporation **from** hiring **persons** from outside the bargaining unit when **a** successful applicant cannot be found from inside **the** bargaining unit. Any posted vacancy **can** be filled at **the** discretion of the Corporation on a **temporary** basis pending completion of the **posting** procedure. It is agreed that **any** decision or confirmation on **the** appointment or non-appointment of an applicant, if **from** within the **bargaining** unit, will normally be **made** within fifteen **(15)** working **days** following closing of applications. In cases where a promoted employee is delayed from **starting** in the new position, **the** appropriate rate of pay for the new position will be paid commencing four **(4)** weeks after **the** appointment is made, unless **a** grievance is in **progress**.

Article XXII - Promotions & Vacancies Cont'd22.04 Criteria for Determining Successful Applicant

It is generally agreed that both parties recognize the principle of promotion within the civic service. Therefore in considering **staff** changes, transfers or promotions, both full-time and temporary, preference will be given according to seniority provided **that** skill, competence, efficiency, and reliability of the applicants meet the qualifications set forth in the position description.

22.05 Probationary PeriodSchedule "A" Employees

For classifications in Schedule "A", employees appointed to positions in Groups 2, 3, 4, **5, 6, 7 and 8** under Article XXII, Clause 22.04 shall serve a trial period of sixty-five **(65)** working days, during which time the employee may return, or be returned to **his** previous position and **salary** rate, without loss of seniority or benefits. Employees in Groups 9, 10 and 11 appointed to positions under Article **XXII**, Clause **22.04** shall serve a trial period of eighty-five **(85)** working days, during which time **the** employee may return, or **be** returned to his previous position and **salary** rate, without loss **of** seniority or benefits. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to **his** former position **and salary** rate, without loss of **seniority** or benefits.

Article XI - Promotions & Vacancies

Schedule "B" Employees

For classifications in Schedule "B", employees recommended for appointment to positions in response to job postings shall be given up to ~~ten~~ **(10) days training** time in which to determine their suitability and capability prior to retaining them ~~on~~ the probationary period, and if they fail to do ~~so~~, shall ~~be~~ returned to ~~their~~ former positions without loss of **seniority**. Employees wishing to do ~~so~~ may revert to their former position within ~~a~~ **thirty (30) working day** period following commencement in the position. Those employees who successfully complete the training ~~period~~ shall be appointed ~~to~~ the position subject to satisfactory completion of the probationary ~~period~~ of fifty-five **(55) working days**. Employees failing to satisfactorily complete the probationary period shall be returned to their former position without loss of seniority or benefits.

22.06 **Re-Posting Vacancies**

Should ~~no~~ successful applicant be found within ~~thirty~~ **(30) working days** after the closure of the posting file, the vacancy will be reposted if it is ~~to~~ be filled.

22.07 **Period to Accept or Not**

The successful applicant will ~~be~~ allowed three **(3) working days** in which to accept or reject the appointment.

Article XXIII - Leaves of Absence

- 23.01 The Corporation shall grant **a** leave of absence without **pay** if an employee requests it in **writing from** the non-union Supervisor or **his** designate and if such leave is for **good** reason **and** does not unreasonably interfere with efficient operations.
- 23.02 The Corporation shall grant **a** leave of absence with pay to an employee elected or appointed to represent **the** Union on matters regarding the Corporation and the Union, or to represent **the** Union at a conference, convention or other related business. It is agreed that the Corporation will bill the Union for **this time** plus administration charges.
- 23.03 **Any** employee who is elected or selected for a full-time position with the **Union,** or is elected **to** public office, shall be granted a leave of absence without pay and without loss of seniority by the Employer for **a** period of up to one **(1)** year. **Such** leave may be renewed each **year,** on request, **during** the term **of office.**
- 23.04 Any representative with the Union who is in the employ of the Employer shall, while attending meetings **with** the employer held within working hours, do **so** without loss of remuneration for all such meetings called by the Employer.

Article XXIII . Leaves of Absence Cont'd

Twenty **(20)** working days leave with pay will be allowed each **calendar** year for **Union** training leave or for attendance **at** meetings of the National and Ontario Divisions of C.U.P.E., and **Canadian** Labour Congress and the Ontario Federation of **Labour**.

- 23.05 a)** Pregnancy, parental **and** adoption leave **shall** be considered **a** right **as** per the Employment Standards Act.

Where the duties of a pregnant employee's position cannot reasonably be **performed** by her, or her work is materially affected by the pregnancy or working conditions are found hazardous to the unborn child or pregnant employee, the Employer shall require the employee to commence a leave of absence pursuant to the provisions of **the** Employment **Standards** Act.

However, **on** request **an** employee shall be transferred laterally or downward if **all** of **the** following conditions are met:

- a) the need to **fill** a vacancy exists;
- b)** the employee is **fully** qualified;
- c) the employee is able to **perform** the work immediately without **training**;
- d)** the employee is otherwise entitled to **by** virtue of seniority.

Thereafter, upon return **from** pregnancy, parental or adoption leave,

Article XXIII - Leaves of Absence Cont'd

the employee will be returned to her original position. If the original position no longer exists, then a placement will be made in accordance with the collective agreement's "bumping" procedures and/or the Employment **Standards** Act.

23.05 b) Sub Pregnancy Leave Plan

Effective on confirmation by the Unemployment Insurance Commission ~~of~~ the appropriateness ~~of~~ the Corporation's Supplemental Unemployment Benefit Plan (**SUB**), a full-time "Schedule A" employee who is on pregnancy leave and ~~who~~ is in receipt of Unemployment Insurance Pregnancy benefits pursuant to the Unemployment Insurance Act shall be paid a supplemental unemployment benefit. The benefit will be equivalent to ~~the~~ difference between seventy-five percent (**75%**) of her regular weekly earnings and the **sum** of her weekly unemployment insurance benefits and other earnings. Such payment ~~shall~~ commence following completion of the two (**2**) ~~week~~ Unemployment Insurance waiting ~~period~~, and receipt by the Corporation of the computer report ~~from~~ the Commission to verify that ~~the~~ employees are receiving UI benefits or other earnings.

Sub Pregnancy Leave Plan - Schedule "B" Employees

Effective April 1, 1996, the above provision will be extended to Schedule "B" full-time employees.

Article XXIII - Leaves of Absence Cont'd

- 23.05 c) The Corporation may grant **an** extended leave without pay or benefits for **a period** of up to three (3) months provided **that such** leave is for good reason **and** does not unreasonably interfere with efficient operations.

Article XXIV - Medical, Hospital, Dental & Group Life Insurance Plans**24.01 EHC and Dental**

The Corporation agrees to contribute one hundred percent (100%) of the billed premiums covering the following plans for all employees **on** the payroll **who** are eligible **to** enrol under the regulations of the aforesaid plans:

- a) semi-private ward accommodation (effective on the first day of the third continuous month of employment);
- b) Blue Cross Extended Health Care benefits, or equivalent, **on the** basis of \$10.00 - **\$20.00** deductible (effective **on the** first **day** of the seventh continuous month of employment);
- c) Blue **Cross** Dental Plan **No. 9** benefits, or equivalent, payable **on** the basis of the previous years' O.D.A. schedule (effective on the first day of **the** seventh continuous **month** of employment).

Article XXIV - Medical. Hospital. Dental & Group Life Insurance Plans

Cont'd

24.02

The Corporation agrees to contribute one **hundred** percent (100%) of the billed premiums covering the Group Life Insurance Plan for all employees eligible to enrol in the plan commencing on the first day of the thirteenth continuous month of employment.

24.03**Vision Care**

In lieu of unemployment insurance rebate for sick leave plan provisions, the Corporation shall contribute one hundred percent (100%) of the billed premium for, or cover the cost of, eyeglasses (including frames and/or lenses, repairs and contact lenses) up **to** a **total** amount of one **hundred and twenty (\$120.00)** per person (employee, spouse and dependent children) in **a period** of twenty-four (24) consecutive **months** when provided **on** the written prescription of **a** medical doctor or optometrist, but not the cost of **the** eye examination commencing on the first day of the seventh continuous **month** of employment. Sunglasses or eyeglasses for cosmetic purposes are not included.

24.04**Participation in Plans**

All employees **as a** condition of employment shall participate in the above plans **and** will be subject to **the** following conditions:

Article XXIV - Medical, Hospital, Dental & Group Life Insurance Plans

Cont'd

The provisions of these plans ~~will~~ not apply to an employee when he:

- a) resigns;
- b) is terminated;
- c) is laid off beyond one **(1)** calendar month;
- d) is discharged, or;
- e) is on extended leave of absence beyond one (1) calendar month.

24.05 a) O.M.E.R.S.

Every full-time (Regular or Probationary) employee, ~~as~~ a condition of employment, ~~shall join~~ the Ontario Municipal Employees Retirement System.

All others ~~who meet~~ the eligibility criteria as outlined in the Pension Benefits Act **(PBA)** will be ~~given the option to join~~.

Effective **January** 1, 1982, the Corporation agrees to provide a Supplementary Pension, Type I, payable in full at sixty-five **(65)** years of **age, through** the Ontario Municipal Employees Retirement System and **inclusive** of **previous** pension **plans** to equal to **two** percent **(2%)** of **the** employee's highest average ~~sixty~~ (60) consecutive months' earnings multiplied by ~~his~~ years of credited ~~service~~ at retirement

Article XXIV - Medical, Hospital, Dental & Group Life Insurance Plans

Cont'd

(to a **maximum** of thirty-five (35) years of service) less the OMERS Integration Factor when a member is eligible for a pension under **the Canada** Pension Plan.

b) **Retiree Benefits**

Effective January 1, 1994, an employee who retires, and as per the conditions outlined in Clause 25.07, will receive semi-private and EHC benefits, premiums one hundred percent (100%) employer paid, from the date of retirement **until** the date Ontario legislation provides prescription coverage.

24.06 **Transfer of Benefits**

Should a Relief, Seasonal, Temporary or Part-time employee obtain a full-time position, previous accumulated service will be considered when calculating the appropriate waiting periods for the purposes of benefit enrollment. Lieu pay, as applicable to **Seasonal** and Part-time employees, will cease upon the date of appointment **to the** new position.

Article XXV - Sick Leave Plan and Workers' Compensation**25.01 a) Sick Leave Plan - Schedule "A" Employees**

The Corporation agrees to provide an insured sick leave plan for employees employed in classifications within Schedule "A", which will provide 66 2/3 % of gross straight time pay ~~from the~~ first day of accident or hospitalization and the third day of illness for up to fifteen (15) weeks and for long term disability pay thereafter in the amount of 75% - taxable of an employee's normal gross straight time pay, inclusive of any Workers' Compensation Pay and Canada Pension Plan disability benefit (exclusive of dependent benefits) until the sooner of recovery or until the employee is entitled to retire.

Employees employed in classifications ~~within~~ Schedule "A", may use their accumulated sick leave credits to provide benefits for the first and second day of illness where the insured plan does not pay benefits.

The Corporation will grant all employees, employed in classifications within Schedule "A", two (2) noncumulative ~~casual~~ sick days each four (4) months (January 1 to April 30; May 1 to August 31; September 1 to December 31).

Article XXV - Sick Leave Plan and Workers' Compensation Cont'd

- b) The insured Sick Leave Plan adjudicator will require appropriate medical documentation from a qualified medical practitioner to process an STD and/or LTD claim.

In the event of a delay in payment from the carrier, the employer shall provide ~~an~~ advance of ~~the~~ approved amount due, on the pay day that ~~the~~ delay occurs.

In the event of ~~a~~ denial of payment ~~of an~~ **STD/LTD** benefit, the Corporation will arrange a meeting with a representative of the Corporation's ~~Human~~ Resources Department, ~~the~~ employee concerned (~~if~~ available) and ~~a~~ representative of the **Union** to rectify and/or explain the reason(s) for the denial.

25.02 a) **Sick Leave Defined - Schedule "B" Employees**

Employees employed ~~in~~ classifications within Schedule "B", ~~on~~ being incapacitated for work through illness ~~shall~~ during the term of ~~this~~ Agreement receive full pay during such illness subject to ~~the~~ limitations and provisions ~~as~~ hereinafter provided.

For the purpose ~~of~~ the foregoing, "sick leave" ~~shall~~ mean the period of time an employee is absent ~~from~~ work with full pay by virtue of ~~being~~ sick or disabled, exposed to a contagious disease requiring

Article XXV - Sick Leave Plan and Workers' Compensation Cont'd

quarantining, or while attending examination or treatment by a physician, chiropractor, or dentist, or because of **an** accident for which compensation is not payable under the Workers' Compensation Act.

b) Sick Leave Plan - Schedule "B" Employees

For employees employed in classifications within Schedule "B" sick leave credit **banks** accumulated up to December 31, 1984, will be **frozen**. Vesting and payout **rights will** remain in force **as** per the last "Outside" Collective Agreement that expired December 31, 1983. Such days may also be **used** to provide coverage between non-vested sick leave coverage (see below) and Long Term Disability (LTD) benefits, in lieu of Unemployment Insurance Commission Benefits.

Effective December 31, 1984, and each December 31st thereafter, each regular employee will receive ten **(10) days** of non-vested sick leave **credits** for the following calendar year with the **unused** days to be accumulative. New employees **shall** receive the credits on a pro-rata basis **upon** completion of their probationary period; calculated to the nearest half-day. Sick leave **days** accumulated under **this** plan **shall** not be used for early leave or cash payout.

Article XXV - Sick Leave Plan and Workers' Compensation Cont'd

c) **Proof of Illness - Schedule "B" Employees**

Every employee, employed in the classifications with Schedule "B" claiming sick pay under the provisions of Article XXV, Clause 25.02 may be required, at the discretion of Management, to furnish either a statutory declaration or a certificate signed by a qualified medical practitioner, chiropractor, or dentist, certifying that during such period, such employee was unable to ~~perform his~~ duties due to ~~personal~~ illness. Any employee who fails to comply with any of the conditions of ~~this~~ paragraph set forth or who attempts wrongfully to obtain sick pay benefits ~~shall~~ be liable to immediate discipline in accordance with the provisions ~~of~~ Article XII, but any employee ~~so~~ disciplined shall have the right to file a grievance ~~as~~ provided for in this Agreement.

25.03 Long Term Disability (LTD) Plan

The Corporation will provide ~~an~~ insured Long ~~Term~~ Disability (LTD) Plan for employees, ~~and~~ for new employees on the first day of the month following completion of the probationary period, that will provide seventy-five percent (75%) of normal straight time pay, taxable, ~~from~~ the 76th working day of absence due to illness or non-work related injury, inclusive of any Workers' Compensation ~~and~~ **Canada** Pension Plan benefits (exclusive of dependent benefits) until ~~the~~ sooner of recovery or retirement.

Article XXV - Sick Leave Plan and Workers' Compensation Cont'd

Employees in receipt of Long Term Disability (LTD) benefits, exclusive of Animal Control Employees, ~~shall~~ receive ~~an~~ increase to those benefits of either (1) the average percentage increase negotiated by the ~~Union~~ for its members, or (2) the annual all ~~Canada~~ (C.P.I.) increase whichever is lesser, up to a five percent (5%) annual ~~maximum~~ increase.

Effective April 1, 1996, the Long Term Disability (LTD) index provision will apply to Animal Control Employees.

The ~~insured~~ sick leave plan adjudicator will require appropriate medical documentation ~~from a~~ qualified medical practitioner to process ~~an~~ LTD claim.

25.04 **Pay-Out on Termination or Retirement**

An employee leaving after ~~ten~~ (10) years or more of continuous service, ~~shall be~~ eligible for fifty percent (50%) of ~~unused~~ sick leave credits, or ~~six~~ (6) months pay, whichever is the less, in cash, payable ~~on~~ termination or retirement.

25.05 **Pay-Out on Death**

The beneficiary of ~~an~~ employee who dies while in ~~the~~ employ of ~~the~~ Corporation shall be entitled ~~upon~~ death of the employee to the same

Article XXV - Sick Leave Plan and Workers' Compensation Cont'd

benefits **as** would be payable to **an** employee under Clause 25.04 of this Article.

25.06 **Sick Leave Credits Run Out**

Whenever **an** employee's days of illness exceed **his** cumulative credit, the excess days of illness shall not be carried forward but shall be regarded as days of illness without pay.

25.07 **Pre-Retirement Leave**

An employee may use **his** sick leave credits accumulated prior to December 31, 1984 (or prior to December 31, 1982, in the case of Schedule "A" employees), along with **his** vacation and **statutory** credits, to leave work immediately prior to **his** normal retirement age of sixty-five **(65)** years to the extent that such credits or any portion thereof will bring **him to** age sixty-five **(65)**, or employees who have reached age fifty-five **(55)** may use sick leave credits accumulated prior to December 31, 1984, along with **his** vacation and statutory credits to leave work immediately prior to the point of **an** unreduced early retirement under the most current OMERS qualifying service provision to the extent that such credit or any portion thereof will bring **him** to age sixty-five **(65)** or to the point of an unreduced early retirement under the most current OMERS qualifying service

Article XXV - Sick Leave Plan and Workers' Compensation Cont'd

provision. Any sick leave credits owing to the employee thereafter will be paid out within the terms of Article XXV. Employees choosing this option will continue to receive benefits of this Agreement but will not be eligible to return to work.

25.08 **Workers' Compensation**

Workers' Compensation benefits payable to union members will be paid directly from the WCB office in Toronto. Workers' Compensation benefits may be topped off using the employee's accumulated sick leave credits. Two (2) hours of the employee's accumulated sick leave credits will be used each day Worker's Compensation is paid until the employee's sick leave credits have been completely exhausted and thereafter the employee shall only be entitled to the Workers' Compensation Benefits.

25.09 Should a Relief, Seasonal, Temporary or Part-time employee obtain a full-time position, the provisions of this article will apply in the normal fashion.

Article XXVI - Prevention of Accidents & Protective Clothing

26.01 a) **Special Protective Clothing or Equipment**

The Corporation shall supply or make available such special protective clothing or equipment as it deems necessary for reasons of safety and protection.

Article XXVI - Provisions of Accidents & Protective Clothing — Cont'd

b) **Protective Clothing & Coveralls**

Protective clothing and coveralls will be supplied to all employees at the discretion of the ~~non-union~~ Supervisor on an as required basis. (It is understood that protective clothing includes rainwear and oversized coveralls to cover snowmobile suits.).

c) **Cleaning Allowance - Animal Control Employees**

The Corporation shall pay the cost of uniform cleaning, if such cost is approved by the Corporation, upon presentation of receipt.

26.02 A First Aid Kit shall be supplied by the Corporation to each mobile unit of employees and in other appropriate locations of the Corporation.

26.03 The Corporation shall observe all reasonable precautions and provide all safety services or appliances that may be reasonably required for the safety protection of workers. Employees shall co-operate with the corporation in the prevention of accidents and will, from time to time as occasion requires, make such representations to the Corporation as to the prevention of accidents as may be considered necessary.

26.04 When an employee is required to perform duties after the employee's regular hours of work, at the Kam Tunnel, the employee must be accompanied by one (1) other employee as a safety precaution.

Article XXVI - Prevention of Accidents & Protective Clothing Cont'd

26.05 When a self propelled road snowblower is in operation, **two** (2) employees **shall** be in attendance, one (1) employee operating the snowblower and **the** other employee directing vehicle and pedestrian traffic.

26.06 Truck Wing Plow

There shall be two **(2)** employees on the truck wing plow at all **times** **while** snow plowing **operations** are in progress in urban areas.

26.07 Reimbursement for **Safety** Footwear

The Corporation agrees to "Tender" for discount; and employees **who** have attained **seniority** and **who** are required to wear **safety** footwear **shall** be reimbursed in **an amount** up to a maximum of seventy dollars (\$70.00) or **fifty** percent **(50%)** of **the** cost of safety footwear, whichever **is** greater, to be replaced on **an as** required basis. Failure **to wear safety** footwear will result in disciplinary action.

Relief Workers. Seasonal Workers

The Corporation agrees to reimburse, the same **as** for regular employees, the **cost** of safety footwear for Relief Workers, **Seasonal** Workers **after** working a **minimum** of ninety (90) work **days** in a calendar year.

Article XXVII - Health & Safety

- 27.01** A Health & Safety Committee shall be established which is composed of an equal number of **Union** and Employer Representatives, but with a minimum of two **(2) Union** and two **(2) Employer** members. The **Health & Safety** Committee shall hold meetings on a regular basis, for the purpose of jointly considering, monitoring, inspecting, investigating, reviewing, and recommending improvements to Health & Safety conditions and practices. Minutes shall be taken at all meetings and copies shall be sent to appropriate Employer and **Union** representatives.
- 27.02** An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave.
- 27.03** Transportation to the nearest physician or medical facility for employees requiring medical care following an accident shall be provided by the Corporation.
- 27.04** During the lunch period, the Corporation will provide suitable lunch and toilet facilities.

Article XXVII - Health & Safety Cont'd

- 27.05 During inclement and cold weather all employees travelling ~~from jobs~~ to the ~~yards and~~ vice versa, shall be transported under cover ~~from~~ the elements.
- 27.06 First Aid Kits will be placed at appropriate work sites ~~and~~ in all Corporation owned vehicles operated by employees.
- 27.07 ~~No~~ employee shall be ~~permitted~~ or ~~asked~~ to perform any operation that may cause ~~unusual~~ danger to ~~his~~ life or his safety.

Article XXVIII - Job Security28.01 **Contracting out**

Whenever it becomes necessary for the Corporation to contract out work regularly ~~performed~~ by the employees covered by ~~this~~ Agreement, such contracting out shall not result in the permanent ~~or~~ long ~~term~~ lay-off of the employees covered by the Agreement who are regularly engaged in such work providing the employees are qualified to ~~perform~~ the work.

12 **Automation and _____ logical Change**

The Corporation shall give ~~six~~ (6) months advance notice of any decision to introduce major changes in plant, equipment or work

Article XXVIII - Job Security Cont'd

methods which may have **an** adverse effect on manpower requirements.

Permanent employees who may be displaced **from** their job by virtue of automation or technological change will be given the opportunity to fill other vacancies according **to** the provisions set forth in accordance with Article XXI - Layoffs and Recalls.

- 28.03** The Corporation will undertake to retrain an employee who **has** been displaced because of automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained **and** the availability of a suitable position **within** the Corporation.

Article XXIX - Cashier's Shortages

- 29.01** The Corporation agrees to establish funds of \$300.00 in each **and** every calendar year during the term of this agreement in favour of the Cashiers from which any shortages in cash handled by such persons **shall** be deducted.

At the end of the calendar year, each such fund will be reinstated to the **sum** of \$300.00. Surplus cash received **by** any of **the** said Cashiers shall be the property of the Corporation **as soon as** the surplus is discovered.

Article XXIX - Cashier's Shortages Cont'd

29.02 Yearly **funds** of \$150.00 each will be established to cover other classifications **that** require employees to handle cash as part of their regular duties.

Article XXX - Bereavement Leave30.01 **Bereavement Leave**

The Corporation shall grant up to three (3) working days leave with pay in the case of a bereavement involving members of the immediate family. The **immediate family** shall be interpreted **to** be: Mother, Father, Spouse, Children, Step Mother, Step Father, Step Children, Brother, Sister, Mother-in-Law, Father-in-Law, Sister-In-Law, Brother-in-Law, Son-in-Law, Daughter-in-Law, Grandchild and Grandparents provided the employee notifies **his** non-union Supervisor. An additional **two (2)** working days leave **with** pay will be allowed **as** travelling time where **the** burial takes place outside of the District of Thunder Bay.

30.02 **Funeral Leave**

The Corporation will grant up to one **(1)** working day leave with pay to attend a funeral except **as** provided for in Clause 30.01, provided **the** employee concerned **notifies** and obtains **the** approval of the **non-union** Supervisor.

Article XXX - Bereavement Leave Cont'd

30.03 The provisions of this Article apply to Relief, Seasonal, Temporary **and** Part-time employees.

Article XXXI - Jury Duty or Witness Service

31.01 Employees who are called to serve **as** jurors or are subpoenaed **as** witnesses in legal proceedings:

- a) shall be granted leave of absence for such purpose provided that on completion of their jury or witness service such employees shall present to their non-union Supervisor a satisfactory certificate showing the period of such service;
- b) shall be paid their full salary or wages for the period of such jury **or** witness service; provided that they shall pay over **to** the Treasurer of the Corporation of the City of Thunder Bay the **full** amount of such service and obtain **an** official receipt therefore, it being understood that the full amount does not include monies received on days other **than** the regularly scheduled work **days** with the Corporation or any monies received for meal allowance or travelling allowances;
- c) upon **being** released from jury or witness service in the forenoon of **any** day, immediately telephone their non-union Supervisor for instructions respecting their return to work and shall, **upon** receiving such instructions, comply with **same**.

If an employee is requested to attend court **as** a witness in relation to the lawful execution of duties on behalf of **the** Corporation, **on** what would be a normal day off or during working hours, the Corporation **agrees to** provide paid **time off**, hour for hour.

Article XXXII - Resolutions**32.01 Resolutions**

The Corporation agrees that notice of any reports or recommendations to be made to City Council dealing with working conditions of the members ~~of this~~ bargaining unit will be communicated to the Secretary of the ~~Union~~ coincidental with the reference to the Council ~~so as to~~ afford the ~~Union~~ reasonable time to consider them and if necessary to make representation when they are dealt with by Council.

32.02 Regular Consultation

The parties agree to consult regularly during the ~~term~~ of this agreement about issues relating to the workplace which affect the parties or any employee bound by the agreement.

Article XXXIII - Plural or Feminine Terms May Apply

33.01 Wherever 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 of the party or parties hereto ~~so~~ requires.

Article XXXIV - Rules and Regulations

34.01 All employees covered by ~~this~~ Agreement shall be governed by the rules and regulations of the Department as established by the

Article XXXIV - Rules and Regulations Cont'd

Corporation ~~from~~ time to time, with prior notice and discussion with the Union. Where such rules and regulations conflict ~~with~~ the provisions of ~~this~~ agreement, or are developed and/or administered in an improper and/or unreasonable manner, such ~~may~~ become the subject matter of a grievance.

Article XXXV - General

- 35.01 All employees shall be covered ~~by~~ the Municipal Errors and Omissions Liability Insurance Policy.
- 35.02 Clerical Support Workers shall be interpreted ~~as~~ student trainees and paid at Group # 2, Step No. 1, of Schedule "A" salaries.

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings

- 36.01 Schedules "A" and "B" Form Part of Agreement
The job classifications and corresponding wage rates ~~as~~ set forth in Schedules "A" and "B" attached to ~~this~~ agreement form part of ~~this~~ agreement.

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings

Cont'd

36.02 Higher Classification - Schedule "A"

An employee who is assigned to perform the duties of another employee in a higher classification under Schedule "A" shall receive his regular rate of pay plus sixty-five cents (\$.65) per hour on commencement of duties.

36.03 Higher Classification - Schedule "B"

Employees required to perform duties in a higher classification under Schedule "B" will receive the higher rate of pay commencing immediately and **only** while **performing** the duties of the higher classification,

36.04 Disabled Employees

An employee covered by **this** Collective **Agreement** who is no longer capable of performing **his** full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under **the** provisions of **any** of the **pension** plans effecting civic employees, may be placed **into a** suitable position in the civic service if such is available without regard to the provisions of **the** collective agreement with respect to advertising vacancies and promotions. The **Union** shall be notified in advance of placements **made** under **this** provision of the collective agreement.

Article XXXVI - Salary Schedule. Job Classifications, and Job Groupings

Cont'd

36.05 **New Classifications. Changes to Major Tasks****a)** **Schedule "A" Classifications**

This sub-clause (a) applies **only** to positions listed in Schedule "A". Wherever there are new classifications, changes or amendments to qualifications or major job **tasks** as outlined in existing job descriptions, the Union will be notified of the change. The **Union** shall have twenty **(20)** working **days** after receipt of notice in which to submit to the Manager, in writing, **any** comments to the proposed changes.

If the above changes constitute fundamental or functional changes in major **tasks** or qualifications or if a **new** position is created, the wage rates and qualifications will **only** then become the subject of discussion **and** agreement between the parties. Such being the case, **wage rates and qualifications** will be **discussed and agreed upon**, considering such factors as skill, responsibility, working conditions **and** degree of supervision. Where agreement is not reached, either party **may** request that the matter be processed through the grievance

Article XXXVI - Salary Schedule, Job ; _____ and J I Groupings

Cont'd

procedure at Step No. 3 and failing resolution at **that** step to a single Arbitrator appointed by **the** Minister of Labour for the province **of** Ontario whose **costs will** be borne equally by the parties.

The Arbitrator shall have the right to decide the appropriate wage rate **and** qualifications **as** outlined above.

Nothing in **this** clause will prevent the Corporation from **posting** and filling **any** vacant classification which is in the process of **having** its position description, qualifications **and/or** wage rates amended. **Any** change in wage rate will be retroactive to the date the **fundamental** or functional changes were put into effect.

(See **also** the agreement **between** the parties regarding maintenance of **pay** equity.)

b) Schedule "B" Classifications

This sub-section (b) applies **only** to positions listing in Schedule "B". **Any** new classifications, deletions, or amendments **to** major tasks in existing **classifications will** be the subject of discussion **and** agreement between the parties. Where agreement is not reached, the matter **may** be processed **through** the grievance procedure to a single arbitrator appointed **by** the Minister of **Labour** for the Province of **Ontario**

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings

Cont'd

whose costs will be borne equally between the parties.

36.06 schedule "A" Classifications - Changes in Classifications/Rates

- a) An employee reclassified or promoted to a position in a higher **salary** group will be paid a **salary** not less than he was receiving immediately prior to reclassification or promotion. An employee who bids or bumps into a lower group, or is demoted for disciplinary reasons, will be paid in the lower grouping at the closest step to his rate of pay before **the** transfer.

An employee whose position is reclassified downwards **as** a result of a fundamental or functional change(s) in major **tasks** or qualifications, shall continue to receive **his** current rate of pay. However, **his** rate of pay will be "red-circled" until the closest rate of pay in the lower group exceeds the red-circled rate. When the closest rate exceeds the red-circled rate, the employee will receive the lower grouping rate of pay which exceeds his own, **and** will **no** longer be red-circled.

When **an** employee accepts a position paying a lower salary, he shall have no change in **his** anniversary date. New employees will receive **a salary** at the first **step** of the appropriate **salary** range.

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings

Cont'd

- b) With respect to reclassification due to job change, the anniversary date shall be the date agreed upon between the Union and Management.
- c) With respect to regrouping, the anniversary date shall be the last recorded anniversary date.
- d) With respect to promotion, the anniversary date for increment purposes shall commence from the date of the appointment.
- e) With respect to lateral transfers, an employee bidding on a position in the same group as he is currently in shall receive his same rate of pay with no penalty or step reduction nor change in his anniversary date.

36.07 The provisions of this article apply to Relief, Seasonal, Temporary and Part-time employees.

36.08 Wages - Schedule "A" Classifications

The parties agree that the list of Schedule "A" job classifications will be updated in accordance with the terms of the Pay Equity Plan between the parties.

Schedule "A" rates of pay are derived from the C.U.P.E. Inside collective agreement that expired on December 31, 1991. If those

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings

Cont'd

rates **are** amended **as a** result of **a** revised two (2) **year** collective agreement ratified by both parties, for the ~~term~~ January 1, 1992 to December 31, 1993, such revisions will be incorporated into this collective agreement.

36.09 Re: Pay Equity

All positions identified as being paid in excess of the group's established job rate via Pay ~~Equity~~, will be reclassified **to** the group established in Pay ~~Equity~~. However, the incumbent of such a position ~~will~~ continue to be classified in the pay group of the position prior **to** Pay ~~Equity~~ and will continue to receive all pay, rights and benefits of the higher pay grouping, ~~until~~ the incumbent leaves such position, at which point pay will be in accordance with the collective agreement.

Wages/Salary Schedules "A" and "B"

The parties agree **to a 0%** wage/salary rate increase during the ~~term~~ of this collective agreement.

Article XXXVII - Termination

37.01 Duration

This Agreement shall remain in force for a period of two **(2)** years ~~from~~ January 1st, 1994, until December 31st, 1995, and shall continue in force from year to year thereafter unless in **any** year

not more ~~than ninety~~ (90) days and not less ~~than~~ sixty (60) days before the date of its ~~termination~~ either party shall furnish the other with notice of termination, or proposed revision, of ~~this~~ Agreement.

37.02 May Be Amended By Mutual Agreement

~~I~~ Agreement may be amended during : ~~1~~ of the
~~1~~ n any : ~~1~~) all form ~~1~~ of this
 Agreement and be subject to the grievance d arbitration procedure.

IN WITNESS WHEREOF the party of the first part ~~and the~~ party of the second part have caused their proper officers to affix their signatures the day and year first above written.

DATED AT THUNDER BAY, ONTARIO, THIS__ DAY OF_____, 1995.

**FOR THE CORPORATION OF
THE CITY OF THUNDER BAY**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL 87**

SCHEDULE "A"
JANUARY 1, 1994 WAGE RATES

GENERAL INCREASE

JANUARY 1, 1994 - 0%

JANUARY 1, 1995 - 0%

SALARY GROUP		STEP 1	STEP 2	STEP 3
11	Annual	\$34,948.25	\$38,830.68	\$43,144.68
	Bi-Weekly	1,344.16	1,493.49	1,659.41
	Hourly	19.2023	21.3355	23.7059
10	Annual	\$32,581.03	\$36,200.07	\$40,222.16
	Si-Weekly	1,253.12	1,392.31	1,547.01
	Hourly	17.9017	19.8901	22.1001
9	Annual	\$30,201.11	\$33,556.79	\$37,285.32
	Bi-Weekly	1,161.58	1,290.65	1,434.05
	Hourly	16.5940	18.4378	20.4864
8	Annual	\$28,366.99	\$31,519.57	\$35,021.23
	Bi-Weekly	1,091.04	1,212.29	1,346.97
	Hourly	15.5863	17.3184	19.2424
7	Annual	\$26,818.45	\$29,796.52	\$33,107.79
	Bi-Weekly	1,031.48	1,146.02	1,273.38
	Hourly	14.7354	16.3717	18.1911
6	Annual	\$25,271.53	\$28,079.81	\$31,199.08
	Bi-Weekly	971.98	1,079.99	1,199.96
	Hourly	13.8855	15.4285	17.1424
5	Annual	\$23,734.08	\$26,371.05	\$29,301.51
	Bi-Weekly	912.85	1,014.27	1,126.98
	Hourly	13.0407	14.4896	16.0997
4	Annual	\$22,209.38	\$24,676.55	\$27,418.19
	Bi-Weekly	854.21	949.10	1,054.55
	Hourly	12.2030	13.5585	15.0649
3	Annual	\$20,821.06	\$23,134.35	\$25,704.65
	Si-Weekly	800.81	889.78	988.64
	Hourly	11.4401	12.7112	14.1234
2	Annual	\$19,442.34	\$21,601.68	\$24,002.24
	Bi-Weekly	747.78	830.83	923.16
	Hourly	10.6826	11.8691	13.1880

SCHEDULE "A"
JANUARY 1, 1995 WAGE RATES

GENERAL INCREASE

JANUARY 1, 1994 - 0%

JANUARY 1, 1995 - 0%

SALARY GROUP		STEP 1	STEP2	STEP3
11	Annual	\$34,948.25	\$38,830.68	\$43,144.68
	Bi-Weekly	1,344.16	1,493.49	1,659.41
	Hourly	19.2023	21.3355	23.7059
10	Annual	\$32,581.03	\$36,200.07	\$40,222.16
	Bi-Weekly	1,253.12	1,392.31	1,547.01
	Hourly	17.9017	19.8901	22.1001
9	Annual	\$30,201.11	\$33,556.79	\$37,285.32
	Bi-Weekly	1,161.58	1,290.65	1,434.05
	Hourly	16.5940	18.4378	20.4864
8	Annual	\$28,366.99	\$31,519.57	\$35,021.23
	Bi-Weekly	1,091.04	1,212.29	1,346.97
	Hourly	15.5863	17.3184	19.2424
7	Annual	\$26,818.45	\$29,796.52	\$33,107.79
	Bi-Weekly	1,031.48	1,146.02	1,273.38
	Hourly	14.7354	16.3717	18.1911
6	Annual	\$25,271.53	\$28,079.81	\$31,199.08
	Bi-Weekly	971.98	1,079.99	1,199.96
	Hourly	13.8855	15.4285	17.1424
5	Annual	\$23,734.08	\$26,371.05	\$29,301.51
	Bi-Weekly	912.85	1,014.27	1,126.98
	Hourly	13.0407	14.4896	16.0997
4	Annual	\$22,209.38	\$24,676.55	\$27,418.19
	Bi-Weekly	854.21	949.10	1,054.55
	Hourly	12.2030	13.5585	15.0649
3	Annual	\$20,821.06	\$23,134.35	\$25,704.65
	Bi-Weekly	800.81	889.78	988.64
	Hourly	11.4401	12.7112	14.1234
2	Annual	\$19,442.34	\$21,601.68	\$24,002.24
	Bi-Weekly	747.78	830.83	923.16
	Hourly	10.6826	11.8691	13.1880

GROUP	CLASSIFICATION
GROUP 11	<p>Accounting & Loans Officer</p> <p>Application Programmer Analyst III (Development Services)</p> <p>Banking & Investment Officer</p> <p>Chief Drafting Technician - Engineering</p> <p>Chief Drafting Technician (Planning & Building)</p> <p>Chief Technologist</p> <p>Counselling Supervisor</p> <p>Field Technologist</p> <p>General Engineering Technologist</p> <p>Planner II (Long Range/Urban Design)</p> <p>Property Agent</p> <p>Rehabilitation Supervisor</p> <p>Senior Accountant</p> <p>Senior Building Inspector</p> <p>Senior Licensing & Enforcement Officer</p> <p>Senior Plans Examiner</p> <p>Senior Plumbing Inspector</p> <p>Senior Property Standards Officer</p> <p>Senior Worker</p> <p>Software Support Analyst</p> <p>Subsidies Officer</p> <p>Tax Supervisor</p>

GROUP	CLASSIFICATION
GROUP 10	<p> Accountant Accounts Payable Supervisor Activity Centre Recreation Worker Application Programmer Analyst II (Development Services) Application Programmer Analyst II (Support Services) Building Inspector Child Care Home Worker Community Gerontology Worker Corporate Information Services Advisor Day Care Assistant III Day Care Resource Teacher Family Services Worker Junior Systems Analyst Licensing & Enforcement Officer Life Skills Coach Office Supervisor Parks Development Officer Paymaster Planner I Plans Examiner Plumbing Inspector Property Standards Officer Senior Buyer Senior Drafting & Research Technician (Planning) Senior Drafting Technician (Engineering) Senior Drafting Technician (Street Lighting) Social Worker Social Worker - Community Residence Traffic Technician </p>

GROUP	CLASSIFICATION
GROUP 9	Adult Protective Service Worker Buyer Collection Analyst Day Care Assistant II Employment Counsellor/Group Leader Graphics Illustrator II Intermediate Drafting Tech II Junior Building Inspector Office Supervisor (Homes) Parks Technician Planning Technician Pool Supervisor Residence Support Aid Secretary Treasurer (Committee of Adjustment) Senior Accounts Clerk Senior Cashier Senior Computer Operator Librarian Social Work Assistant Storekeeper II Work Skills Instructor/Group Leader
GROUP 8	Application Programmer Analyst I Assistant Secretary Treasurer (Committee of Adjustment) Chief Clerk/Operator Clerk Operator III Computer Scheduler Computer Operator Librarian II Construction Inspector Day Care Assistant I Day Care Centre Supervisor Drafting & Research Technician (<i>planning</i> & Building) General Accounting Clerk (Social Services) Intermediate Drafting Technician I (Engineering) Junior Buyer Junior Zoning Officer Licence Issuer Payroll Clerk Planning Information Officer Press Operator Summons Clerk Terminal Operator & Output Clerk (Social Services) Zoning Officer

GROUP	CLASSIFICATION
GROUP 7	<p>Accounts Clerk (Social Services)</p> <p>Accounts Payable Clerk</p> <p>Accounts Receivable Clerk</p> <p>Activity Centre Program Supervisor</p> <p>Adult Services Clerk</p> <p>Clerk VII</p> <p>Clerk Operator II</p> <p>Collection Clerk</p> <p>Equipment Maintenance & Cost Clerk</p> <p>Facility Supervisor</p> <p>Graphics Illustrator</p> <p>Graphics Illustrator I</p> <p>Intake Receptionist (Social Services)</p> <p>Junior Drafting Technician</p> <p>Licensing and Enforcement Clerk</p> <p>Maintenance Management Technician</p> <p>Property Standards Clerk</p> <p>Residents Financial Accounts Clerk</p> <p>Senior Accounts Payable Clerk</p> <p>Senior Weigh Clerk</p> <p>Sewer & Water Clerk II</p> <p>Senior Child Care Accounts Clerk</p> <p>Storekeeper I</p> <p>Surveyor Technician</p> <p>Water Accounts Clerk II</p> <p>Water Inspector</p>

GROUP	CLASSIFICATION
GROUP 6	Assistant Chief Cashier Bookkeeper Cashier Central Files Clerk Central Records Clerk Child Care Accounts Clerk (Social Services) Clerk VI Clerk Dispatcher Clerk/Operator I Clerk Steno III (City Clerk's) Clerk Timekeeper Computer Operator Librarian I Credit Control Clerk Data Records Clerk Engineering Clerk Junior Drafting & Research Technician Lead Terminal Operator Library Technician Payroll & Records Clerk Purchasing Clerk Records Clerk Timekeeper Residence Worker Senior Fire Services Clerk Senior Planning Clerk Senior Works Clerk Sewer & Water Clerk I Senior File Clerk (Social Services) Support Worker Research Technician (Project) Transit Accounts Clerk Visitors & Convention Clerk Vital Statistics Clerk Workers' Compensation Statistician

GROUP	CLASSIFICATION
GROUP 5	Accounts Receivable Clerk (Parks & Recreation) Arrears Clerk Assessment Clerk Budget Assistant Building Services Clerk Business Office Clerk Clerk V Clerk Steno III (Engineering) Clerk Steno III (Parks & Recreation) Clerk Steno III (Planning) Clerk Steno II (Parking Authority) Clerk Weighman Communications Clerk Data Control Clerk Day Care Cook Driver Records Clerk Engineering Technician Fire Services Clerk General Revenue Clerk Occupational Health & Safety Clerk Parking Ticket Clerk Pollution Control Clerk Program Support Clerk Realty Services Clerk Receptionist Cashier (Parking) Rental Control Clerk Stationary Stores Clerk Tourism Development Assistant Transit Clerk Vehicle Equipment/Records Clerk

GROUP	CLASSIFICATION
GROUP 4	<p>Accounts Clerk (Facilities & Equipment)</p> <p>Accounts Control Clerk</p> <p>Administration Clerk</p> <p>Arrears Clerk I</p> <p>Building Maintenance Control Clerk</p> <p>Clerk IV</p> <p>Clerk Steno II (Finance)</p> <p>Clerk Steno II (Facilities & Equipment)</p> <p>Clerk Steno II (Planning & Building)</p> <p>Clerk Steno II (Social Services)</p> <p>Clerk Typist III (Corporate Services)</p> <p>Clerk Typist Receptionist (City Clerk's)</p> <p>Clerk Typist Receptionist (Parks & Recreation)</p> <p>Clerk Typist Receptionist (Planning/Building)</p> <p>Community Outreach Clerk</p> <p>Concession Operator</p> <p>Courier</p> <p>Data Clerk (Planning/Building)</p> <p>Day Care Residence Worker</p> <p>Eligibility Review Clerk</p> <p>Environment Control Clerk</p> <p>Expenditures Control Clerk</p> <p>Facility Booking Clerk</p> <p>Facility Clerk</p> <p>Junior Works Clerk</p> <p>Mail Delivery Clerk</p> <p>Print Room Utility Clerk</p> <p>Realty Information Clerk/Receptionist</p> <p>Receptionist/Information Clerk</p> <p>Records Clerk Typist</p> <p>Roads Clerk</p> <p>Senior Residence Worker</p> <p>Stenographer III</p> <p>Terminal Operator II</p> <p>Utility Clerk</p>

GROUP	CLASSIFICATION
GROUP 3	Cleaner I Cleaner II Clerk III Clerk Steno I Clerk Steno II (Social Services) Clerk Typist Receptionist Day Care Worker Distribution Clerk File Clerk (Planning & Building) File Clerk (Social Services) Receptionist (Planning & Building) Receptionist Cashier Records & Microfilm Clerk
GROUP 2	Care Aide Child Care Helper Clerical Support Worker (Administration) Clerk II Clerk Typist II Community Residence Support Worker Stenographer I

The parties agree that ~~this~~ Schedule "**A**" needs to be **updated**. Therefore, the parties will meeting during the ~~term~~ of this Agreement to attempt to agree to ~~an~~ updated Schedule "**A**", and ~~this~~ updated Schedule "**A**" **will be recommended** to the Negotiating Committees for insertion in the next collective agreement.

SCHEDULE "B"
JOB CLASSIFICATIONS AND WAGE RATES

GENERAL INCREASE

JANUARY 1, 1994 - 0%

JANUARY 1, 1995 - 0%

CLASSIFICATIONS

HOURLY RATE
JANUARY 1, 1994 JANUARY 1, 1995

COMMON LABOURERS

Labourer	\$15.09	\$15.09
Sewer & Water Maintenance Man (for 6 Months)	15.09	15.09
	15.09	15.09
Sanitation Labourer	15.48	15.48
Foot Patrol Worker	15.09	15.09
Student Labourer	13.76	13.76

SEMI-SKILLED LABOURERS

	15.60	15.60
Sewer & Water Construction Man (for next 6 months)	15.60	15.60

CLASSIFICATIONS

HOURLY RATE
JANUARY 1, 1994 JANUARY 1, 1995

SKILLED LABOURERS

Sewer & Water Maintenance Man (after above and subject to evaluation)	16.25	16.25
Sewer & Water Construction Man (after above and subject to evaluation)	16.25	16.25
Sewer & Water Pipe Layer	16.25	16.25
Concrete Finisher (Summer Seasonal)	16.25	16.25
Skilled Roads Worker	15.90	15.90

EQUIPMENT OPERATORS

Grade I (Shovel Operator - licensed; Caterpillar 235; Drott 50 and 35)	17.70	17.70
Grade II (Grader "A" Snow Blower - Streets; D6 & D7 Crawler Tractor or equivalent; Unemog when used as a snow blower; Industrial type combination Back-Hoe/loader)	\$17.11	17.11

CLASSIFICATIONS

HOURLY RATE
JANUARY 1, 1994 JANUARY 1, 1995

Equipment Operators Continued

Floats	17.11	17.11
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(the Operator is required to move, load and unload various equipment);
50 Tons and up -- this is a classified position; up to 50 Tons -- this is not a classified position.
The Grade II rate is paid whenever this equipment is being operated.)

Grade III	16.93	16.93
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(Grader "B" Farm Type Tractor with Back-Hoe attachments and 4 Wheel Drive Front Loader; D2 Crawler Tractor or equivalent; High Pressure Sewer Flusher; ~~Oil~~ Spreader; Mobile Asphalt Plant; Road Roller; Street Sweeper; Motorized Catchbasin Cleaner; Unemog)

Grade IV	16.30	16.30
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(~~Trucks~~; Light Tractors; Street Flusher; Garbage Packer; Sanding Truck and Tail-Gate Sander; Bob-Cat; Paint Sprayer; D2 Sidewalk ~~Plow~~; Oil-Fire Steamer; Sewer Cleaning Machine; Sidewalk Plow; Water ~~Truck~~; Rubbertired Sidewalk Plow*; Pavement Marker**)

* To be paid Equipment Operator III rate when operating a Snowblower.

** Paint Truck

Driver paid Equipment Operator III rate when operating Pavement ~~Marker~~; Corporation may assign an employee from any classification to work as a painter in the back of the Paint Truck, and such employee will be paid his regular rate.

CLASSIFICATIONS

HOURLY RATE
JANUARY 1, JANUARY 1,
1994 1995

WORKING SUPERVISORS

Leadhand (Electrician) Stations	19.44	19.44
Leadhand I (105 % of Equip Op II)	17.97	17.97
Leadhand II (103% of Equip Op III)	17.44	17.44

STATIONS PERSONNEL

Operator	1 (0- 6 months)	\$16.30	16.30
Water Sampler	2 (7 - 12 months)	16.56	16.56
	3 (13 - 18 months)	16.95	16.95
	4 (19 - 24 months)	17.25	17.25
	5 (Thereafter)	17.67	17.67

Laboratory Technician	17.67	17.67
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Maintenance & Relief

Operators	1 (0 - 6 months)	16.95	16.95
	2 (7 - 12 months)	17.25	17.25
	3 (13 - 18 months)	17.67	17.67
	4 (19 - 24 months)	17.91	17.91
	5 (Thereafter)	18.30	18.30

Controls Technician	18.41	18.41
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Chief Operator	19.58	19.58
(107% of Mtce. & Rel. Oper.)		

SKILLED TRADES

Mechanic I (Heavy Duty Equipment)	19.32	19.32
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Mechanic II (Motor Vehicle)	17.99	17.99
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Mechanic III (Small Motors & Tractor Servicing)	16.95	16.95
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CLASSIFICATIONS

HOURLY RATE
JANUARY 1, JANUARY 1,
1994 1995

Welder Fabricator	19.32	19.32
Carpenter	17.67	17.67
Parking Maintenance Technician	17.67	17.67
Sign Painter	17.67	17.67
Water Distribution Technician (Seasonal)	17.67	17.67
Dynamite Man	17.17	17.17
Journeyman Plumber	18.77	18.77
Utility Plumber	17.16	17.16
Water Meter Installer Repairman	16.93	16.93
Utility Trades Person	17.11	17.11

MISCELLANEOUS CLASSIFICATIONS

Turnkey	16.68	16.68
Handyman	16.38	16.38
Janitor - Handyman	15.83	15.83
Relief Janitor - Handyman (Canada Games Complex)	15.83	15.83

CLASSIFICATIONS

HOURLY RATE
JANUARY 1, JANUARY 1,
1994 1995

MISCELLANEOUS CLASSIFICATIONS

Janitor	15.34	15.34
Mechanic's Helper	15.85	15.85
Patrolman (Loch Lomond)	15.60	15.60
Watchman	15.09	15.09
Luteman	15.60	15.60
Leadhand (Canada Games Complex) (Zone - 104% of Equipment Operator III)	17.61	17.61

PARKS & RECREATION DEPARTMENT

Labourer	15.09	15.09
Student Labourer	13.76	13.76
Parkman (1st 6 months)	15.09	15.09
Parkman (After 6 months)	15.56	15.56
Parkman (After 1 year)	15.90	15.90
Parkman (Conservatory)	15.90	15.90
Parkman (Cemetery)	15.90	15.90
Parkman - Indoor Arenas	16.08	16.08
Parkman - Indoor Arena Relief Operator	16.08	16.08
Parkman - Trades	17 11	17 11

CLASSIFICATIONS

HOURLY RATE
JANUARY 1, JANUARY 1,
1994 1995

Parks & Recreation Department Cont'd

Parkman - Trades (Sign Painter)	17.11	17.11
Journeyman Electrician	18.77	18.77
Journeyman Carpenter	18.77	18.77
Machine Operator (Tree Trimmer Truck when boom being operated and Tractors with the following attachments; Five and Seven gang mowers; Snowblower; Front End Loader; Hammer Knife; Sickle Bar; Back-Hoe)	16.93	16.93
Leadhand (Custodian, Curator - Gardens - 105 % of Equip Op II)	17.97	17.97
Leadhand (Zone - 104 % of Equip Op III)	17.61	17.61
Leadhand* (Cemetery; Chippewa; Boulevard Lake; Greenskeeper, Arenas - 103 % of Equip Op III)	17.44	17.44
*It is agreed that the Leadhand (Greenskeeper) will receive this rate 12 months per year.		
Sub-Foreman (107% of Parkman Trades)	18.31	18.31
Foreman - Inspector	18.67	18.67

CLASSIFICATIONS

HOURLY RATE
JANUARY 1, JANUARY 1,
1994 1995

Stationary Engineer (Fort William Gardens)	16.69	16.69
Centennial Park Caretaker (excluded from hours of work and overtime provisions of this Agreement)	\$33,706.30	\$33,706.30 PER ANNUM
Adult Amusement Ride Operator (Roller Coaster; Cable; Bumping Car; Whip; Centennial Park Train)	15.09	15.09
<u>MARINA</u>		
Parkman Marina	15.90	15.90
Watchman Marina	15.09	15.09

SCHEDULE "B"
JOB CLASSIFICATION AND WAGE RATES
FULL-TIME EMPLOYEES

		January 1, 1994	January 1, 1995
CLASSIFICATION			
Animal Control Officer/ Animal Care Attendant	Start	13.99	13.99
	60 Days	14.54	14.54
	1 Year	15.09	15.09
Clerk Receptionist - Dispatcher		15.09	15.09
Jr. Clerk Receptionist - Dispatcher		14.20	14.20

"Days" refers to "Calendar Days"

SCHEDULE "B"
JOB CLASSIFICATION AND WAGE RATES
PART-TIME EMPLOYEES

CLASSIFICATION		January 1, 1994	January 1, 1995
Animal Control Officer/ Animal Care Attendant	Start	11.59	11.59
	60 Days	12.04	12.04
	90 Days	12.04	12.04
	*	(13.04)	(13.04)
	1 Year	12.46	12.46
	*	(13.46)	(13.46)
Clerk Receptionist - Dispatcher	Start	14.47	14.47
	90 Days	14.47	14.47
		(15.47)	(15.47)
Jr. Clerk Receptionist - Dispatcher	Start	13.59	13.59
	90 Days	13.59	13.59
	*	(14.59)	(14.59)

*refers to "in lieu of fringes" amount (\$1.00 as of 1992)

"Days" refers to "Calendar Days"

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE CITY OF THUNDER BAY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

RE: SCHEDULE "B" - SEASONAL EMPLOYEES

1. Seasonal employees are employed during **peak** work periods when additional **staff** is required, for specific projects not generally performed by a regular employee, or **tasks** of a finite nature. Seasonal employees may be employed for up to **(150)** days in a calendar year unless otherwise agreed between the parties. Seasonal employees will be terminated at the end of their **work** assignment.
2. The hiring/selection **of** persons to fill **seasonal** positions **will** be **at the** Corporation's discretion.
3. The number of Seasonal employees required by a section will be discussed **with Union** officials. The Corporation **may** employ **a** total of **(50)** Seasonal employees.
4. If the Corporation assigns a full-time employee to a Seasonal position, the resultant vacancy will be filled by **an** appointed Relief employee.
5. A regular employee position which becomes vacant **and** requires **a full-time** replacement, will not be filled by a Seasonal employee.
6. Seasonal employees will become Union members and will be subject to dues deductions as per **the** agreed formula.

Schedule "B" - Seasonal Employees

Page 2

7. Seasonal employees will not be entitled to the monetary fringe benefits of **this** agreement, unless specifically provided for and in accordance with **this** agreement and/or **this** Letter. Seasonal employees will receive "statutory" benefits and paid statutory holidays in accordance with **this** agreement until they have completed **(135)** days of work.

Upon completion ~~of~~ **(135)** accumulated days of work, Seasonal employees will receive **(\$1.25)** per hour in lieu ~~of~~ fringe benefits. **(This amount is exclusive of their regular rate and will be paid for each straight time hour of work).**

Lieu pay is paid in lieu of all fringe benefits, statutory or **as per the** collective agreement, which are paid to full-time employees in whole or in part by the Corporation, except vacation pay, ~~shift~~ differential, higher classification pay, **and** bereavement leave.

Where **a** Seasonal employee joins a pension plan and/or **the Corporation** is required by law to commence benefit premium payments on behalf of the employee, **the** employer's contributions ~~shall be deducted from the~~ lieu pay **amount**.

8. All time worked in excess of (8) hours **a** day or on a paid holiday **as** defined **by** the Employment Standards Act will be considered overtime and paid on the basis of (1-1/2X) the regular rate.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES

RE: SCHEDULE "A" - TEMPORARY EMPLOYEES

1. The Corporation shall have the right to employ Temporary employees in Schedule "A" classifications when:
 - a) additional **staff** is required during periods of increased workload;
or,
 - b) to replace full-time employees who **are** absent; or,
 - c) in positions of a **finite** nature.
2. When **the** temporary vacancy will not **exceed (85)** working days, the hiring/selection of Temporary employees will be at the Corporation's discretion. If the temporary vacancy is known **to** exceed **(85)** working days, it will be posted and filled in accordance with **the** agreement.
3. Overtime will be paid **as** outlined in Article 16.01 **a)** of the agreement.
4. Temporary **staff** will be entitled to paid holidays **as** outlined in Article 19.01 of **this** agreement, provided they:
 - a) have been employed for **thirty** (30) calendar days; and,
 - b) have worked the full working **day** immediately preceding the holiday and the **full** working **day** immediately following **the** holiday.

5. Temporary employees will become **Union** members in accordance with **this** agreement and subject **to the** dues deductions as per **the** agreed formula.
6. Temporary employees will not be entitled to receive **the** monetary benefits **of this** agreement, unless specifically provided for and in accordance with **this** agreement and/or this **Letter**. After **serving** the required waiting periods, **and** subject to eligibility requirements, Temporary employees will become entitled **to the benefits** of Article **XXIV**.
7. Upon completion of **the** temporary assignment, **Temporary** employees will be **terminated**.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN THE

**CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

PART-TIME EMPLOYEES - ANIMAL CONTROL SERVICE

1. The Corporation shall have the right to employ part-time employees at the Animal Control Service **who** may:
 - a) replace full-time employees who are absent; or
 - b) work **a pre-determined**, year round work schedule of **(24)** hours per week or less, not as a full-time replacement.
2. The hiring/selection of persons in part-time positions will be **at** the Corporation's discretion. However, it is understood **that**, if the part-time position is **to** replace **a** full-time employee who will **be** absent for more than **(85)** working days, **such** vacancy will be posted and filled in accordance with the collective agreement.
3. When **a** part-time employee replaces **a** full-time employee in the full-time employee's **work** cycle, overtime **is** considered **all** time worked before or after **the** regular work day, work week, or on a paid holiday **as** defined by **this** agreement.

In all other cases, overtime is considered **time** worked beyond (8) hours in **a day**, (40) hours per week, or **on** a Statutory Holiday as defined by the Employment Standards Act.

All overtime will be paid at the rate of (1-1/2X) the regular rate, excluding the in lieu of fringes amount.

Part-Time Employees - Animal Control Service - Schedule "B" Page 2

4. Part-time employees will only receive paid holidays as provided for by the Employment Standards Act.
5. Excluding part-time work as a result of a posted vacancy, the Corporation shall endeavour to distribute available **work** on a rotational basis within the classification in **an** effort to equalize time **worked**. **Work refusals or Unavailability will** count as time worked - solely for the purpose of equalization. The Supervisor will review **the** distribution of available work on **a** sed-annual basis **and any** adjustments **will** be made in **the** following equalization period(s). However, it is understood if there are no available part-time employees **from** within the classification, the work may be offered **to** the senior qualified part-time employee employed within the Animal Control Service; further, it is agreed that **a** full-time employee who "bumps" into a part-time position as a result of **a** layoff will be given preference for available hours of work within the classification up to the standard number of full-time hours per week.
6. Part-time employees will not be entitled to receive the monetary fringe **benefits** of this agreement, unless specifically provided for **and** in accordance with **this** agreement and/or Letter. However, after (90) calendar days **from** the **date** of hire, part-time employees **will** receive (\$1.00) per hour, payable **on** their **straight time** hourly rate, in lieu of these benefits, statutory or as per **the** collective agreement, which are paid to full-time employees in whole or in part by the Corporation, except vacation pay, shift differential, higher classification pay and bereavement leave.
7. **When a** part-time employee joins a pension plan **and/or the** Corporation is required **by** law to **commence** benefit premium payments on **behalf** of the employee, the employer's contributions will be **deducted from** the lieu pay amount.

Part-Time Employees - Animal Control Service - Schedule "B" Page 3

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

**LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

**SCHEDULE "B" RELIEF EMPLOYEES -
EQUIPMENT OPERATOR IV (SANITATION)**

The Union and the Corporation agree to the following procedure with regards to hiring of Relief Equipment Operator IV's (Sanitation) to be used for relief only, on an "on call" basis, as follows:

- a) The hiring/selection of Relief Equipment Operator IV's (Sanitation) will be at the Corporation's discretion.
- b) Relief Equipment Operator IV's (Sanitation) will not be entitled to the monetary fringe benefits in this agreement, unless specifically provided for and in accordance with this agreement and/or Letter. However, Relief Equipment Operator IV's (Sanitation) will be entitled to Statutory benefits, paid holidays, and overtime rates in accordance with this collective agreement. Relief Equipment Operator IV's (Sanitation) who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will receive benefits as per conditions outlined in Article XXIV of this Agreement.
- c) Relief Equipment Operator IV's (Sanitation) will become Union members and subject to dues deductions as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

**LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

RE: SCHEDULE "B" - RELIEF FOOT PATROL WORKER

The **Union** and the Corporation agree to **the** following procedure with **regards** to the hiring of Relief Foot Patrol Workers (Sanitation) to be **used** for relief only, **on** an "on call" basis, **as** follows:

- a) The hiring/selection of Relief Foot Patrol Workers will be at the Corporation's discretion.
- b) Relief Foot Patrol Workers will not be entitled to **the** monetary **fringe** benefits of **this** agreement, **unless** specifically provided for **and** in accordance with **this** agreement and/or **this** Letter. **However**, Relief Foot **Patrol** Workers will **be** entitled to **Statutory** benefits, paid holidays, and overtime rates in accordance with **this** collective agreement. Relief Foot Patrol Workers **who** regularly work the **standard number** of **hours** per week - (40) hours - for **the** requisite time periods will receive benefits **as** per **the** conditions outlined in Article XXIV of **this** agreement.
- c) Relief Foot Patrol Workers will become **Union** members and subject to dues deductions **as** per **the** **agreed** formula.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

**LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

RE: SCHEDULE "B" - RELIEF INDOOR ARENA OPERATORS

- A) When it is necessary to temporarily replace regular Indoor Arena Operators **on** a short term basis (1 day only) **the** following procedure will be **used to** obtain replacements:
1. Operators **from** the same arena will be asked if they will **work**, if no response then;
 2. Operators from other arenas **will** be asked if they **will** work (a list of employees who have indicated they **will** be willing to **do** relief work will be drawn up and only these employees will be **phoned**), if no response, then;
 3. C.U.P.E. Schedule "B" members **who** are currently **on** lay-off who have been trained in the **operation** of machinery necessary for operating **an** indoor arena will be asked if they will **work**, if no response, then;
 4. Employees **from** the pool of Indoor Arena Relief Operators will be called in **to** work.
- B) Where it is **necessary** to temporarily replace **regular** Indoor Arena Operators **on** a longer term basis (**2 days - 17 weeks**) the following procedure **will** be **used to** obtain replacements:
1. **CUPE** Schedule "B" members **who** are currently **on** layoff will be provided **with** one day training in the **operation** of **an** indoor arena unless they are already qualified for the position. **Only the number**

of employees necessary to provide relief back-up will be trained. **This** number will be at the discretion of the Corporation. (This provision will **only** apply during the period Indoor Arenas are in Operation).

2. Should there be **no** employees on layoff able and willing to do the work required, replacements will be chosen from the pool of Indoor Arena Relief Operators.

Note:

In the event a laid **off** employee used for relief operation is recalled to his previous position, said employee must return to **that** position **and his** place will be taken by the next senior qualified employee on layoff or a member of the pool of Indoor Arena Relief Operators, whichever is appropriate.

Where a laid off employee is **used**, that employee will be paid at the Indoor Arena Operator rate.

In the case of currently employed Operators or employees on layoff, calls will be made on a seniority basis to determine their availability for relief work. Only one attempt will be made by the telephone to contact **an** employee for relief work. If the employee is not available or does not answer the call, the next eligible employee will be called.

Indoor Arena Operators shall be granted accumulated lieu days off upon request during normal * weekly scheduling.

Furthermore, without prejudice, regular Indoor Arena Operators will be allowed the option of pay in accordance with Clause 19.04 or straight time pay for Paid Holidays and two (2) days off in lieu of the overtime pay, or pay for the overtime and one **(1)** day off in lieu of **the** Paid Holiday.

Relief Indoor Arena Operators will be used to cover **off** the lieu days granted. **This** clause will be administered in accordance with article 19.04 of the collective agreement.

Schedule "B" - Relief Indoor Arena Operators

Page 3

*

Normal weekly scheduling does not include major events when regular Indoor Arena Operators **are** required by **the** Corporation **to** be **on** duty.

- C) Relief Indoor Arena Operators will not be entitled to receive the **monetary fringe** benefits of **this** agreement, **unless** specifically provided for in accordance with **this** agreement and/or **this Letter**. However, Relief Indoor Arena Operators will be **entitled to** Statutory benefits, paid holidays **and** overtime rates in accordance **with this** agreement. Relief Indoor Arena Operators who regularly work **the standard number** of hours per **week - (40)** hours - for the requisite **time** periods will be entitled to the benefits of Article **XXIV** of **this** agreement.
- D) Relief Indoor Arena Operators will become **Union** members and subject to **the** dues deductions **as per the** agreed formula.
- E) The hiring/**selection** of **persons** to fill Relief Indoor Arena Operator positions **will** be **at** the Corporation's discretion.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: SCHEDULE "B" - RELIEF JANITOR HANDYMAN -
CANADA GAMES COMPLEX

~~Without prejudice, this Letter is not to be construed as a precedent elsewhere.~~

- A) Where it is necessary to temporarily replace regular Janitor Handyman on a ~~short~~ term basis (one day ~~only~~), the following procedure will be ~~used to obtain~~ replacements:
 - i) Janitor-Handyman from the ~~Canada~~ Games Complex maintenance ~~staff~~ will be used if they will work. If no response, then;
 - ii) Employee(s) ~~from the~~ pool of ~~Canada~~ Games Complex Janitor ~~Handyman~~ Relief ~~staff~~ will be called to work.

- B) Where it is necessary to replace Janitor Handyman on a long term basis (up to 12 weeks), employees ~~from~~ the pool of ~~Canada~~ Games Complex Janitor ~~Handyman~~ Relief ~~staff will~~ be called to work effective ~~from the~~ first day of the replacement period. ~~Long~~ term temporary vacancies beyond (12) weeks will be posted in accordance ~~with~~ this collective agreement.

- C) Regular Janitor Handyman who work on a paid holiday will be allowed:
 - i) The option of pay in accordance ~~with~~ clause 19.04, or,
 - ii) Straight time pay for hours worked on a paid holiday and two (2) days ~~off~~ in lieu of the overtime pay, ~~or~~

- iii) Double time for ~~hours~~ worked on a paid holiday and (1) day ~~off~~ in lieu of the paid holiday.

Lieu days may be allowed to accumulate and may be taken in blocks of (5) days within a three (3) ~~month~~ period following the accumulation.

Janitor Handyman Relief ~~staff~~ shall be used to cover the lieu days granted.

- D) The hiring/selection of ~~persons~~ to fill Relief Janitor Handyman positions will be at the Corporation's discretion.
- E) Relief Janitor ~~Handyman~~ employees ~~will~~ not be entitled to receive the monetary fringe benefits of ~~this~~ agreement, unless specifically provided for ~~and~~ in accordance ~~with this~~ agreement and/or letter. However, Relief Janitor ~~Handyman~~ will be entitled to ~~statutory~~ benefits, paid holidays and overtime rates in accordance with this agreement. Relief Janitor Handyman ~~who~~ regularly ~~work~~ the standard number of ~~hours~~ per week - (40) hours - for ~~the~~ requisite time ~~periods~~ ~~will~~ be ~~entitled~~ to the benefits of Article XXIV of ~~this~~ collective agreement.
- F) Relief Janitor ~~Handyman~~ will ~~become~~ Union members and subject to dues deduction as per ~~the~~ agreed formula.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

**LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

Re: SCHEDULE B - RELIEF WATCHMAN

The **Union** and the Corporation agree to the following procedure in regard to the hiring of part-time Relief **Watchman** to be used as relief **only**, on an "on-call" basis, **as** follows:

1. Employment of the Relief Watchmen will not interfere with overtime hours available to full-time Watchman.
2. The **opportunity** of working overtime **will** first be offered to the full-time Watchmen before Relief Watchman are called in.
3. Relief Watchmen will become initiated members of **the Union** and pay **the** required membership fee.
4. The **Union** dues **will** be **assessed** as per the agreed formula.
5. Relief Watchmen who work **on** statutory holidays will be paid **as** per the collective agreement.
6. Relief Watchmen who do not **work** the **statutory** holidays will be paid according to the Employment Standards Act which **states**:

"An employee does not qualify for **a** paid holiday if the employee:

- a) is employed for less than (3) **months**;
- b) **does** not work on twelve **(12) days** of the four **(4)** weeks preceding the holiday;

- c) ~~does~~ not work on ~~his~~ or her regular ~~day~~ of work preceding and following ~~the~~ holiday;
 - d) having agreed to work ~~on~~ a public holiday, does not report for ~~and perform~~ the work ~~without~~ reasonable cause.
7. The Corporation will monitor the number of hours worked by Relief Watchmen over a (1) year period, and will re-assess the program at that ~~time~~.
 8. The terms of ~~this~~ Letter of Understanding between the ~~Union~~ and the Corporation are ~~open~~ to further discussion at any time deemed necessary by either party.
 9. The hiring/~~selection~~ of Relief Watchmen will be ~~at~~ the Corporation's discretion.
 10. Relief Watchmen ~~will~~ not be entitled to receive the ~~monetary fringe~~ benefits of ~~this~~ agreement, ~~unless~~ specifically provided for ~~and~~ in accordance with ~~this agreement~~ and/or this Letter. However, Relief Watchman ~~will~~ be entitled to statutory benefits, and overtime rates in ~~accordance with the~~ collective agreement. Relief ~~Watchman~~ who regularly work the standard number of hours per week - (40) hours - for the requisite time periods ~~will~~ receive the benefits of Article XXIV of this agreement.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

**LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

RE: SCHEDULE "B" - RELIEF PARKMAN

The Union and the Corporation agree to the following procedure with regards to the hiring of up to (4) Relief Parkman to be used for relief only, on an "on call" basis, in the Parks Section, as follows:

- 1) Relief Parkman will become Union members and subject to dues deductions as per the agreed formula.
- 2) Relief Parkman will not be entitled to receive the monetary **fringe** benefits of **this** agreement, unless specifically provided for and in accordance with this agreement and/or **this** Letter. However, Relief Parkman will be entitled to **statutory** benefits, **and** paid holidays **and** overtime rates in accordance with **this** collective agreement. Relief **Parkman** - **who** regularly work **the** standard hours **per** week - **(40) hours** - for the requisite time **periods** will be entitled to receive the **benefits** of Article XXIV of this agreement.
- 3) The hiring/selection of Relief Parkman will be at the Corporation's discretion.
- 4) When it is necessary **to** replace regular Parkman on **a** short-term basis (1 day only), the work will first be offered to other regular Parkman in accordance with Article XVI, Clause 16.01 of **the** collective agreement.

- 5) When it is necessary to replace regular Parkman on a longer term basis (2 days to 17 weeks), employees from the pool of Parkman Relief staff ~~will~~ be called to work effective from the first day of replacement period. Long term vacancies beyond (12) weeks will be posted in accordance with this collective agreement.
- 6) Laid off Schedule "B" regular employees ~~will~~ be called for work before employees ~~from~~ the pool of Parkman Relief Staff.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" - FOOT PATROL WORKER

Agreement covering the classification of Foot Patrol Worker.

1. The classification be added to Schedule "B" of the collective agreement.
2. **Rate of pay - same as** Labourer.
3. **Work Week - Seven (7) days -** Sunday to Saturday.
4. **Hours of Work - 6:00 a.m. to 5:00 p.m.** Shifts will be eight (8) hours per day with a one-half (1/2) hour lunch break.

Schedules will be established on a **5 and 2 system** - five (5) days work followed by two (2) days off.

The current work week is ~~Monday~~ through Friday inclusive.

5. Changes to the Work Week and ~~Hours~~ will be the subject of discussion between the Corporation and the Union.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: SCHEDULE "B" - THE MARINA ARBITRATION

Referenced ~~from~~ October 10, 1984

Without Prejudice

The Parties agree to the following as a final and binding settlement of all issues regarding the ~~Marina~~ Arbitration and agree to recommend the settlement to their respective principals:

1. The Positions will be titled:
Parkman (Marina)
Watchman (Marina)
2. Rates of Pay:
Parkman (Marina) - \$15.90 per hour
~~Watchman~~ (Marina) - \$15.09 per hour
3. Position Descriptions as attached.
4. Hours of Work:
12 hour shifts - 9:00 to 9:00 each day
3 days or nights on, 3 days or nights off
(7/12 hour tours each 14 days)
5. Seniority:
Past Service
1982 - 75 days X 12 hours - 8 = 112.5
1983 - 75 days X 12 hours - 8 = 112.5
Total 225.0 Days
1984 Seniority as per Agreement

Marina Arbitration

Page 2

6. Seniority ~~Date~~ - July 1, 1983:
Rehired - May 17, 1984, plus 10 months previous service = July 1, 1983.
7. Sick Leave Credits:
1.5 days for each continuous ~~month~~

1982 - 3 Continuous Months = 4.5 days
1983 - 3 Continuous ~~Months~~ = 4.5 days
1984 - Pro-rated = 4.0 days

Total 13.0 days

Each Marina Employee will be credited with 13 days sick leave.
8. Benefits:
Each employee at the Marina will be credited with 1 full year of ~~continuous~~ service.

This one (1) ~~full~~ year ~~of~~ service credits can be used for the purpose of acquiring all contracted benefits upon transferring to other positions within the Corporation when the Marina closes for 1984, when the employees bump into other positions or are recalled ~~from~~ layoff to the ~~Marina~~ each spring.
9. Vacations:
As per the collective agreement.
10. Statutory Holidays:
As per the collective agreement.
11. Layoff/Recall:
As per the collective agreement and exceptions of End of Marina Season -- See pages 3 and 4 of this letter.
12. Pay Period:
Equalization of bi-weekly pay periods - 84 @ straight time each period.

13. Overtime:

As per Agreement -- before or after established shifts see item # 4.

On off days

1st 12 hour shift or part of a 1st 12 hour shift overtime on an off day @ 1 1/2 times rate of pay

Any succeeding 12 hour shifts or part of a 12 hour shift @ 2 times rate of pay.

14. Miscellaneous:

Radio Qualifications:

Very simple to get -- read book. Know codes, language, bands, etc., take a verbal test -- no cost -- good for life -- 1/2 hour of time required. Can take as often as necessary to achieve.

Gasoline Handling Act Code:

Safety Department is developing a program and orientation to meet these needs.

End of Marina Season

Parkman (Marina) positions at the end of the season will be transferred into other Parkman positions for which they qualify.

If no position is available as a Parkman, a layoff notice will be issued and the **Parkman (Marina)** can utilize accrued seniority to bump into other work as per the collective agreement (Article XXI).

Watchman (Marina) positions at the end of the season will be issued notices of layoff and they can utilize their accrued seniority to bump into positions for which they qualify as per the collective agreement (Article XXI).

a) **Conditions If Employees Can't Bump**

If individuals who are currently working at the marina are laid off and unable to bump into other work, they will be recalled to the marina in the spring of each year for as long as they are employable (subject to retirement age, etc.) and desire marina work.

b) Conditions If Employees Don't Want to Bump

If individuals ~~who~~ are currently working at the ~~marina~~ are laid off and do not wish to bump into other work they will be recalled to the marina in the spring of each year as long ~~as~~ they are employable (subject to retirement age, etc.) and desire marina work.

c) Conditions If Employees Do Bump

If individuals who are currently working at the marina are laid off and do bump ~~into~~ other work they will be recalled to the ~~marina~~ in the spring of each year ~~so~~ long ~~as~~ they are employable (subject to retirement age, etc.) and desire ~~marina~~ work.

d) When those marina employees classed ~~as~~ Watchman (~~Marina~~) acquire other employment or quit, their vacancy will be filled ~~by~~ students at student rates, provided there are no Schedule ~~B~~ members on layoff.

e) The Corporation will be allowed to hire new employees while ~~marina~~ employees are on layoff under ~~items~~ (a) and (b) above.

Vacations of Parkman (Marina) will be covered by Watchman (~~Marina~~) personnel. Watchman (Marina) personnel will be replaced by students.

15. Retroactive Pay

Full retroactive pay for all marina employees during 1984, will be paid at the 1984 rates of pay for the hours worked.

For 1982 and 1983, each employee will receive **\$4,000.00** (lump sum payment).

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE **CITY** OF THUNDER BAY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: SCHEDULE "B" SCUBA WORK - CANADA GAMES COMPLEX

The Union and the Corporation agree to the following procedure in regard to **SCUBA** work at the Canada Games Complex:

Recognizing **that SCUBA** work entails unique skills and qualifications, Janitor-Handyman and Leadhand employees performing such work during their regular working hours will be paid **time** and one-half (**1 - 1/2**) their regular Schedule "B" rate.
SCUBA WORK WILL INCLUDE:

- a) fifteen (**15**) minutes preparation time;
- b) actual time spent in **the** water;
- c) **fifteen (15)** minutes equipment clean-up time.

SCUBA work performed **during** premium **hours** will be paid **as** follows:

- a) the applicable overtime rate based **on the** regular rate; **PLUS,**
- b) **ONE-HALF (1/2)** hour for every hour "worked" (as described above), or any portion thereof.

Wherever possible, **SCUBA** work will be scheduled during regular working **hours**. **Training** and equipment will be provided **by** the Corporation.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

**LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

**RE:SCHEDULE "B"-INTERPRETATION
OF ARTICLE XVI-CLAUSE 16.04**

The following will confirm, without prejudice, our position relative to the above-noted:

For the purpose of clarification, the interpretation of Article XVI - Clause 16.04 shall mean a minimum of four (4) hours pay at straight time rates for overtime worked at Mountain View Cemetery.

SIGNED THIS _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

**LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

RE: SCHEDULE "B" - ARTICLE XXII - CLAUSE 22.04

The Union **and** the Corporation agree that Clause 22.04 of **the** Schedule "B" workers agreement is ~~intended~~ to ~~mean~~ that:

- 1) Short ~~term~~ vacancies on a day-to-day basis will be filled by the senior qualified employee in the section and **area** of work.
- 2) Scheduled vacation **and** short ~~term~~ illness or Leave of Absence vacancies will be filled **by** the senior qualified employee in the section (up ~~to~~ seventeen (17) weeks).
- 3) Long ~~term temporary~~ vacancies will be posted in accordance ~~with~~ Article XXII **and** Clause 22.04 (beyond twelve **(12) weeks**), **and** filled by the seventeenth **(17th) week**.

SIGNED ~~THIS~~ _____ DAY OF _____, 1995.

FOR THE CORPORATION

FOR THE UNION

**LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES , LOCAL 87**

RE: VOLUNTEERS

The parties agree that the Corporation's current practices with respect to the use of volunteers can continue and such volunteers, who may perform bargaining unit work, are not governed by the collective agreement so long as said volunteers are not remunerated.

SIGNED THIS _____ DAY OF _____ ' 1995.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF
OF ITS *LOCAL 87***

**RE: PART-TIME, CASUAL & TEMPORARY EMPLOYEES
- ANIMAL CONTROL**

The parties agree that during the term of this agreement, the combined number of part-time, casual and temporary employees in any given classification within Animal Control will not exceed the number of employees filling full-time positions in that classification.

**SIGNED AT THUNDER BAY, ONTARIO, THIS ____ DAY OF
_____, 1995.**

**FOR THE CORPORATION
OF THE CITY OF THUNDER BAY**

**FOR THE CANADIAN UNION OF
PUBLIC OF EMPLOYEES ON
BEHALF OF ITS LOCAL 87**

TERMS OF REFERENCE

REGARDING

MAINTENANCE OF PAY EQUITY

BETWEEN

**THE CORPORATION OF THE CITY OF THUNDER BAY
(Hereinafter referred to as the "Corporation")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES , LOCAL 87
(SCHEDULE "A" EMPLOYEES)
(Hereinafter referred to as the "Union")**

1.0 Purpos

The parties have agreed to the formation of a Joint Job Evaluation Committee (hereinafter referred to as the "Joint Committee"), composed of equal numbers of Union and Corporation representatives, for the purpose of maintaining pay equity as required under the Pay Equity Act. The purpose of this agreement is to set down the terms of reference for this committee.

2.0 Joint Pay Equity Committee

- 2.1 The Joint Committee will consist of three (3) members from the Corporation and three (3) members from the Union. In addition, there will be two (2) trained alternates from each party.
- 2.2 Each party may have an outside advisor present at any meeting of the Joint Committee.
- 2.3 Joint Committee meetings will be chaired by a member representing the Corporation. The Chair will be responsible for determining the agenda, times and location of the meeting they convene.
- 2.4 Decisions of the Joint Committee will be by consensus, and no decisions will be made unless a quorum is present. A quorum will consist of two (2) members from the Union and two (2) members from the Corporation.
- 2.5 Time spent at Joint Committee meetings or as required by the Joint Committee will be considered as time worked with pay. Work schedules of Union members may be rearranged, by mutual agreement, in order to avoid overtime costs.

3.0 Job Evaluation Manual and Rating Process

- 3.1 The parties agree ~~that the~~ job evaluation ~~manual~~ and rating process ~~that was used~~ in the ~~initial~~ pay equity process ~~will~~ be ~~used~~ by the Joint **Committee**. This includes all points, factors, weighting, bench marks, etc.
- 3.2 ~~To~~ collect job information necessary ~~to~~ evaluate job **classes** within the bargaining **unit**, the parties agree to ~~use a~~ Pay Equity Questionnaire ~~agreed to by~~ the Joint **Committee**. ~~The~~ Joint **Committee** may ~~also~~ decide ~~to~~ seek clarification or further job information such ~~as by~~ interviewing ~~incumbents~~ or supervisors.
- 3.3 In ~~the~~ event that a quorum of members is unable to achieve a ~~consensus~~ decision in order to agree upon ~~any~~ rating, the matter will be referred to ~~the~~ Pay ~~Equity~~ Commission for resolution.
- 3.4 Prior ~~to~~ issuing its final rating ~~the~~ Joint Committee will advise ~~the~~ incumbent and Division of the proposed rating. The incumbent ~~and/or~~ the Division will then have **fourteen (14) calendar days** to ~~make a~~ written submission to the Joint **Committee** if they feel that the rating is inappropriate.
- 3.5 The final ratings ~~by~~ the Joint **Committee**, whether by ~~consensus~~ or ~~through the~~ Pay ~~Equity~~ Commission, ~~are~~ subject to ratification by ~~the~~ Union ~~and the~~ Corporation.

Should either party fail to ratify then the matter may be referred to Arbitration as per Article 36.05 (a) of the collective agreement. Either party may call one **(1)** or more of its own Joint **Committee** members ~~to~~ give evidence ~~and~~ such evidence may include ~~the~~ rating of ~~the~~ Joint **Committee**.

4.0 Outstanding Ratings

The parties have agreed that the Joint Committee will re-rate all female jobs rated since the posting of the Pay Equity Plan in December 1990 and rate positions whose rates of pay hereinafter are properly reviewable as per Article XXXVI, Clause 36.05 (a) of the collective agreement. The parties agree that the backlog in ratings will be completed as soon as possible.

REFER TO CLAUSE 15.16

APPENDIX "A"

WATER POLLUTION CONTROL PLANT

OPERATOR & MAINTENANCE RELIEF OPERATOR WORK SCHEDULE

X-WORK DAY
O-REST DAY

[illegible]