COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF PORT COLBORNE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 155

PORT COLBORNE

April 1, 2005 to March 31, 2008
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COLLECTIVE AGREEMENT

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 155 (WORKS, PARKS & RECREATION, OFFICE &
CLERICAL EMPLOYEES)

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Corporation and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement. All employees will serve the Corporation in their duties faithfully during the term of this contract and until this contract is renewed or replaced by other contracts or terms and conditions of employment.

In this agreement, where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex will be deemed to be included.
ARTICLE 2 - RECOGNITION

2.01 The Corporation recognizes the Union as the certified, exclusive bargaining agent of the Corporation for all employees except the following, which are excluded:

Chief Administrative Officer
Executive Assistant to the CAO & Manager of Strategic Projects
Executive Assistant to the Mayor
Director of Economic Development
Human Resources Coordinator
Director of Community & Corporate Services/Treasurer
Confidential Secretary to the Director of Community & Corporate Services
City Clerk
Manager of Accounting/Tax Collector
Director of Community Services Division
Confidential Secretary to the Director of Community Services Division
Aquatic Supervisor
Museum Curator
Assistant to the Museum Curator
Manager of Strategic Projects
Dir. of Operational Planning & Development Services - City Engineer (DOPDS)
Executive Assistant to the DOPDS
Manager of Engineering, Design & Computer Systems
Manager of Projects & Design
Development & Systems Co-ordinator
Administrative Assistant to the Engineer
RIMS/SIMS Co-ordinator
Director of Planning Services Division, City Planner
Deputy City Planner
Marina Manager
Assistant to the Marina Manager
Chief Building Official
Public Work Superintendent
Tourism Coordinator
Special Events Coordinator
City Foremen and those above the rank of Foreman
Students employed during school vacation period
Students on a cooperative school or university training program
Persons regularly employed for not more than twenty-four hours per week

2.02 The word "employee" in this Agreement shall mean those persons whose jobs fall within the bargaining unit as defined in Section 2.01:

a) who are receiving wages from the Corporation, directly or indirectly for work performed for the Corporation, or

b) who are on leave of absence or sick leave in accordance with provisions of this Agreement, or

c) who are on lay-off with seniority rights to recall, to the extent of providing right of recall and right of grievances, as set forth in this Agreement.
ARTICLE 3 - TEMPORARY EMPLOYEES

3.01 (a) Temporary Employees may be hired for a period of up to 120 working days in any 12 month period from commencement date and whilst so employed, shall not be covered by Articles: Seniority, Vacations, General Health Plan, Pension Plan and Short Term and Long Term Disability Plan, nor shall they have the right of grievance with respect to discharge and their hours of work may be such hours as the Corporation may determine, save that they shall not be required to work more hours in a twenty-four (24) hour period than a regular employee in the same class of work without appropriate compensation.

(b) If a temporary employee is continued in employment as a regular employee, the time served continuously in temporary employment shall be counted as part of his/her probationary service.

Definition of Temporary Employee(s):
Shall mean those person hired to work for a specified time period in a temporary job posting due to maternity leave, sickness or leave of absence. This does not include a person hired to work a regular posted temporary position and who will normally perform the work for a specified time i.e Temporary Parks Summer Employees.

3.02 Employees who are employed for a specific term or task under a government employment program shall be entitled to all rights and benefits of the Collective Agreement with the exception of Articles:
11. Seniority
16. Vacations
21. General Health Plan
22. Pension Plan
23. Short Term and Long Term Disability

Nor the right of Grievance with respect to discharge.

Such employees shall be eligible for paid holidays as set out in Article 20 in accordance with the criteria found in the Employment Standards Act.

Such employees shall not in any way displace regular employees nor will they be retained in or granted work or overtime in preference to regular employees who normally perform the work. Such employees may apply for a posted vacancy and will receive consideration for such vacancy before an outside person is hired.

3.03 Nothing in this article will be construed to include funding to hire students.
ARTICLE 4 - NO DISCRIMINATION

4.01 The Corporation agrees that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation or marital status, nor by reason of his or her membership or activity in the Union as provided in Section 4.02 and as provided for in the Human Rights Act.

4.02 Conversely, there shall be no intimidation, restraint or coercion exercised or practiced upon any employee by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on Corporation premises during working hours, except as is provided in this Agreement or as approved by the Corporation.
ARTICLE 5 - COLLECTION OF DUES - UNION SECURITY

5.01 (a) All employees of the Corporation, covered by this agreement, as a condition of continuing employment, shall become and remain members of the Union, according to the Constitution and By-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in the Union within thirty (30) calendar days of employment with the Employer.

(b) The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect.

5.02 The Corporation shall, during the life of this Agreement deduct as a condition of each employee's continued employment, bi-weekly dues in the amount fixed by the Union from the pay of the employees.

5.03 Such deductions to be made from each pay to be remitted biweekly following the pay in which such deduction is made, to the Financial Secretary of the Union, along with the names of the employees whose dues have been so paid.

5.04 The said deductions shall commence in the case of each employee who is in the employment of the Corporation, at the effective date of this Agreement and, in the case of each employee entering into the employment of the Corporation subsequent to the effective date of this Agreement, with the calendar month in which his or her first cheque from the Corporation is received by him or her.

5.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.
ARTICLE 6 - NO CESSION OF WORK

6.01 Neither the Union or any employee shall take part in or call, or encourage any strike, slow-down or any suspension of work against the Corporation which shall in any way affect the operations of the Corporation; nor shall the Corporation engage in any lockout.
ARTICLE 7 - CORPORATION RIGHTS - MANAGEMENT

7.01 The union recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its obligations and in pursuance of its policies and to make and alter from time to time, rules, regulations, policies and practices to be observed by employees, which rules, regulations, policies and practices shall not be inconsistent with the provisions of this Agreement.

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

a) maintain order, discipline and efficiency.

b) hire, discharge, lay-off, classify, direct, transfer, promote, demote, retire and suspend or otherwise discipline employees for just cause, and select employees for positions excluded from the Bargaining Unit, and

c) generally to manage the enterprises in which the Corporation is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed.

da) persons in the employ of the Corporation whose jobs are not in the bargaining unit as defined in Article 2.01 shall not work on any jobs which are included in the bargaining unit except in emergencies affecting life and property, experimentation and instruction.

7.03 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Corporation has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.
ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 **Step 1**

Should any difference arise between the Corporation and any employee, the employee shall first discuss such difference with his or her immediate supervisor and then an earnest effort shall be made to settle such difference without undue delay in the following manner.

8.02 **Step 2**

In the first instance, an employee with his or her Steward shall take up any grievance in writing directly with the Department Head within eight (8) days of the event upon which the grievance is based. The Department Head shall arrange for the presence of his/her Steward. The Department Head will give his/her decision in writing within five (5) days from the date the matter is taken up with him/her.

8.03 **Step 3**

If not then settled, the grievance will, within three (3) days of receipt of the reply specified in Step 2, be submitted in writing by the Union Grievance Committee to the Chief Administrative Officer to be dealt with at a meeting arranged by the Chief Administrative Officer within ten (10) days of the submission. At Step 3, there may be present a representative of the Union, if requested by either party. The decision of the Corporation or the Union Grievance Committee in case of a Corporation Grievance, shall be given in writing within ten (10) days after the meeting at which it was discussed. Such a grievance shall be addressed to the Chief Administrative Officer or Union President clearly marked as to the contents. The Union members at all such meetings shall be limited to the aggrieved employee or employees and the members of the Union Grievance Committee constituted in accordance with Article 10.01.

8.04 **Step 4 - Arbitration**

a) If the decision of the Chief Administrative Officer is considered unsatisfactory to the Union, then the Union may, within thirty (30) days from the decision at Step 3, submit the grievance to arbitration, according to the provisions of the Ontario Labour Relations Act, Sections 44 & 45 and amendments thereto and such provisions are hereby made part of this Agreement. Consideration be given to the use of a sole arbitrator with option to use a three man/woman panel.

b) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

c) No grievance shall be submitted for arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on its merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required.
In such cases, the Arbitration Board shall reserve judgment on the question of arbitrability and proceed with the matter on its merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Committee, in the case of a Corporation grievance, shall stand.

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

8.06 **Policy Grievance**

Within ten (10) days of the event upon which the grievance is based, the Corporation or the Union may submit a grievance in writing to the other, alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the Section or Sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 3 and the balance of the Grievance Procedure. This section shall not be used to bypass the individual grievance procedure.

8.07 If at any Step of the Grievance Procedure, a grievance is not submitted within the period specified, it shall be deemed to be abandoned.

The parties may extend any time limits in this Article by mutual agreement.

8.08 At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the appropriate place and to view disputed operations and to confer with necessary witnesses.

8.09 In this Article 8, the word "days" shall not include Saturdays, Sundays, or Paid Holidays.
ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES

9.01 A claim by an employee, who has attained seniority, that he or she has been unjustly discharged or disciplined, shall be treated as a grievance if a written statement of such grievance, clearly marked as to contents, is lodged with the Chief Administrative Officer within five (5) days after the discharge or discipline, or within five (5) days after the Union has received notification in writing by the Corporation of the discharge or discipline, whichever is the later. Such special grievance shall be dealt with at Step 3 and the balance of the Grievance Procedure. The discharge of a probationary employee shall be at the discretion of the Corporation.

9.02 The Corporation will notify the secretary of the Union in writing of all discharge or discipline cases, as soon as possible, but within five (5) days, giving the name of the employee concerned and the reason for the discharge or discipline.

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

9.04 If an employee who has been warned or suspended for other than irregular attendance, maintains a clear record for one (1) year following his/her last warning or suspension, the employee's record shall be cleared as of the end of such period.

9.05 In this Article 9, the word "days" shall not include Saturdays, Sundays, or Paid Holidays.
ARTICLE 10 - UNION COMMITTEES

10.01 The Corporation will recognize:

(a) A maximum of four (4) Stewards, one (1) of whom shall be the Chief Steward.

(b) A Union Grievance Committee of four (4) employees, of whom one (1) shall be the President of the Union or his or her representative; a second shall be the Chief Steward; and a third to be the Recording Secretary of the Union. If a grievance is to be considered, another shall be the Steward concerned with the grievance.

(c) A Union Negotiating Committee of five (5) employees, of whom one (1) shall be the President of the Local or his or her representative for the purpose of reviewing or amending this Agreement.

10.02 Provided that the Stewards and members of the Union Committees shall have been placed on the Seniority List:

(a) The Union shall notify the Corporation in writing of the names of its officers, the Stewards and the Union Negotiating Committee.

(b) The Corporation shall notify the Union in writing of the names of the Corporation Officials who have functions under this Agreement and stating the functions.

10.03 Meetings between the Chief Administrative Officer and the appropriate Department Head and the Union Executive (President, Vice-President, Secretary, Treasurer and Chief Steward) Committee shall be held if requested by either party at times mutually agreeable to both parties. A statement outlining the matter for discussion will be submitted by each party not less than five (5) days prior to the time of the scheduled meeting, except in cases of emergency.

10.04 It is understood that a Steward has regular work to perform on behalf of the Corporation and that he/she will not leave his/her work without obtaining permission from his/her supervisor. When resuming his/her regular work, he/she will report to his/her Supervisor and will give a reasonable explanation which may be requested with respect to his/her absence.

The Corporation agrees to compensate a Steward for any regular working time lost, in accordance with the terms of this Agreement, for such hours spent in servicing grievances of employees and also a Union Grievance Committee member, a Union Negotiating Committee member for such time spent in attending meetings with the Corporation. This shall not apply to time spent at meetings under a Board of Conciliation or at a hearing of a Board of Arbitration.
ARTICLE 11 - SENIORITY

11.01 It is understood that all the following seniority rights are designed to give each employee, according to his/her seniority with the Corporation, an equitable measure of job choice and job security, consistent with the efficient operation of the Corporation.

Seniority shall not operate to provide job preference within a classification.

Management may assign equipment to an employee. If the piece of equipment is down due to need of repair, the employee who normally operates this piece of equipment may be temporarily reassigned other work without seniority provisions up to two (2) full working days, including the day of the breakdown.

If all pieces of equipment are not necessary, then the employee with the least seniority in the said classification shall be assigned other work.

An employee who is transferred from one job classification to another job classification shall be subject to a trial period of sixty (60) days worked. If either party is not satisfied with the job or work performance during the trial period, the employee shall be returned to his/her previous classification. Any employee appointed under Section 11.07 (a) shall not be entitled to the provisions of this paragraph.

11.02 WORKS EMPLOYEES, PARKS & RECREATION EMPLOYEES, OFFICE & CLERICAL EMPLOYEES

(a) An employee shall be placed on the seniority list as at the date of his/her hiring, after a probationary period of sixty (60) days worked.

(b) Until an employee is so placed on the list, he/she shall be known as a probationary employee whose discharge is at the discretion of the Corporation.

11.03 The Corporation shall prepare and post copies of the seniority lists and deliver copies to the Union. The lists shall be brought up to date as at April 30th, and October 31st of each year and copies shall be posted and copies delivered to the Union. Up to date seniority information shall be available to Union Officers on application to the Chief Administrative Officer office in writing. Any dispute with seniority as posted to be reported to the Chief Administrative Officer within thirty (30) days of postings and be corrected.

11.04 An employee shall be considered to have terminated his/her employment and to have lost his/her seniority rights for the following reasons:

(a) if the employee quits;

(b) after twenty-four (24) consecutive months of lay-off;

(c) if the employee is discharged and the discharge is not reversed through the grievance procedure;

(d) if an employee has been absent for five (5) consecutive working days without having notified directly the Corporation, unless a satisfactory reason is given;
(e) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to his/her last known address on the Corporation's records to report for work and does not give a satisfactory reason;

(f) if an employee overstays a leave of absence granted by the Corporation in writing and does not secure an extension of such leave, according to Section 13.02;

(g) upon reaching his/her 65th birthday.

11.05 Seniority shall not be considered as broken during an absence of up to two (2) years due to illness or accident, or one (1) year while on leave of absence granted by the Corporation.

11.06 In promotions, demotions, transfers, lay-off and recall, the following factors shall be considered:

(a) education &/or knowledge, efficiency and ability to do the work of the job;

(b) physical fitness;

(c) length of continuous service;

and when factors (a) and (b) are relatively equal, factor (c) shall govern.

11.07 Employees shall work on jobs assigned to them by the Corporation from time to time, provided that the right to make permanent transfers shall, subject to 11.06, be dealt with in the following manner:

(a) Vacancies shall be posted on the bulletin boards within five (5) working days of arising and for a period of five (5) working days. All vacancies to be filled from within the bargaining unit shall be filled within ten (10) working days of the end of the posting period. If no suitable candidate applies, the job may be filled by the Corporation from among other employees, providing such employees are qualified in which case the Employer should appoint the junior qualified employee in an equivalent or lower classification to that of the vacancy.

(b) The posting shall show the classification vacant, the requirements of the job and wages for it.

(c) (i) An employee may apply for a posted job as designated on the posting, setting out in detail his/her qualifications for the job.

(ii) Upon the filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant.

(iii) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why he/she did not get the job. Any such request shall be made to the Department Head within five (5) working days of the filling of the vacancy and the answer shall be given within five (5) working days of the making of the request.
(iv) The Union shall be notified of the name of the successful applicant.

(d) The Corporation shall be free to temporarily fill a vacancy immediately if it sees fit and no grievance may be filed under Section 11.07 until the time for an answer under 11.07 (c) (iii).

(e) In this Section 11.07, vacancies shall mean those of a long term nature such as arise through quits, new jobs, extended illnesses etc., and shall include the vacancy resulting from the filling of a posted vacancy, and two (2) subsequent vacancies arising from the original vacancy. Vacancies shall be posted within five (5) working days except:

(i) if the Corporation intends to postpone the filling of a vacancy, or not to fill it, in which case the Corporation shall so notify the Union within five (5) working days of the decision by the Corporation, and;

(ii) in the case of a vacancy due to illness, accident or leave of absence, which may be postponed by the Corporation for fifteen (15) working days or for such further period as is mutually agreed to by the parties.

(f) If, after posting a vacancy, the Corporation intends to postpone filling the vacancy, or not to fill it, the Corporation shall notify the Union within ten (10) working days of the end of the posting period of the reasons for such postponement. If such notice of intention to postpone is given,

(i) the Corporation will consider the qualifications to fill the vacancy of an employee hired after the end of the posting period.

(ii) If the postponement is for a definite period, the job will be posted in the regular way when the Corporation decides to fill the vacancy.

(iii) If the Union is not in agreement with the reasons for the postponement, a meeting between the parties shall be held within five (5) working days after the Union has notified Management. If the parties are unable to come to an agreement, the postponement may be the subject of a grievance at Step 4 of Article 8.

(g) There shall be no outside advertising for any job classification until present employees have been duly notified by job posting and have opportunity to apply for the same.

(h) In this Section 11.07, the word "days" shall not include Saturdays, Sundays or Paid Holidays.
Subject to the provisions of 11.06, when lay-offs are necessary, employees shall be laid off in the following order, on a City wide basis:

(1) Temporary employee

(2) Probationary employee

(3) Employee on seniority list
   (a) Employees shall be recalled after lay-off in the reverse order to that in which they were laid off.
   (b) The Corporation shall give ten (10) working days' notice to a regular employee of a lay-off.

If an employee has been transferred to a supervisory position which is not subject to the provisions of this Agreement, he/she shall retain his/her previous seniority. If transferred back to the position subject to the provisions of this Agreement, he/she shall carry his/her seniority with him/her subject to Section 11.06:

(a) in the classification in which he/she was at the time he/she left the bargaining unit if he/she returns within six (6) months;

(b) Any employees transferred to a supervisory position for more than one (1) year shall lose all accumulated seniority.

(c) If employee returns after six (6) months, he/she shall be returned to the lowest entry position within the division they had originally came from.

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

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

It should be the duty of each employee to notify the Corporation promptly of any change in his/her address and change in phone number. If an employee should fail to do this, the Corporation will not be responsible for failure of a notice to reach such employee.

The Union and the employer agree to work co-operatively to reduce workplace injuries. All employees shall co-operate with the employer in ascertaining capability of performing available modified work. Employees shall not take up employment outside of the municipal corporation while absent or assigned to modified duties arising out of illness, accident or industrial injury.

Where an employee has been sick or absent due to compensable injury and a Doctor has identified the employees work restrictions, the municipal corporation will endeavour to provide modified work within those restrictions, and the employee will be expected to perform the work available as offered.
Where an employee is on modified work, overtime will be allocated at the municipal corporation's discretion subject to the terms of this Agreement. Such discretion will not be exercised in a discriminatory or arbitrary manner.

11.13 Filling of regular Sub Foreman's position shall be by posting in accordance with the provisions of this Agreement. Qualifications and seniority shall be used for appointment of Sub Foreman for vacation replacement or replacement for injury not to exceed forty (40) working days. When a person is appointed Sub Foreman and is required to be on standby duty, they will not be paid duty call pay under Article 15.07 of the Agreement. The Sub Foreman will be paid the same hourly rate of pay, appropriate allowances and emergency call-in pay if required to be on standby as granted to Foreman.

11.14 Anyone becoming an On-Call Foreman will be paid the same hourly rate of pay, appropriate allowance as granted to Foreman. On-Call Foreman selection preference to be given to staff with Operator in Training Certificate (OIT).
ARTICLE 12 - TRANSFERS

12.01 (a) A permanent transfer is where an employee is required to be reclassified to a different job as a result of:

(i) job posting, or

(ii) a reduction in the workforce

(b) A temporary transfer is a job transfer other than a permanent transfer where an employee is not required to be reclassified to a different job as above and following which he/she is expected to return to his/her regular job with which he/she is still classified.

12.02 An employee who is required to perform the duties of a higher rated classification shall be paid the higher rate. An employee who is required to perform duties of a lower rated classification shall maintain his/her regular rate. No employee will be paid a lower rate than his/her regular classification at any time.

12.03 The Corporation will notify the Union in writing whenever a bargaining unit employee will be placed in a temporary non-bargaining unit supervisory position.
ARTICLE 13 - LEAVE OF ABSENCE

13.01 Leave of absence without pay for a reasonable period, when approved will be allowed by the Corporation, provided that it is for a good cause and that such leave shall not be for purposes of taking employment elsewhere. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leaves. It is understood that during the first thirty (30) days of such a leave, the Employer will continue to provide the benefits in Article 21.01 at no cost to the employee and that for periods beyond the first thirty (30) days of any one leave, these benefits shall be available to the employee but at his/her own cost.

A request for leave of absence of a duration of longer than one week must be submitted in writing to the Department Head at least ten (10) working days prior to the leave. In the event of an emergency, authorization shall be at the discretion of the Department Head.

13.02 The employment of any employee who fails to report to work on the first working day following the expiration of any leave of absence, shall be deemed to have terminated with the Corporation, provided that the employment of an employee shall not terminate where the employee furnishes the Corporation with proof satisfactory to the Corporation that the employee in question was unable to report for work on the first working day following the expiration of his/her leave of absence.

13.03 An employee selected to a Union position or selected by the Union to do work which takes him/her from his/her employment with the Corporation, shall, upon written request to the Corporation, receive a temporary leave of absence without pay for the period of the service of the Union and, upon his/her return, shall be reinstated at work to that in which he/she was engaged last prior to his/her leave of absence without pay, provided however, that a total of not more than three (3) such leaves of absence without pay shall be granted in any year and seniority shall accumulate during such leaves.

13.04 On application in writing to his/her immediate supervisor at least twenty-four (24) hours in advance, the Corporation may approve a leave of absence up to a maximum of four (4) hours with pay for each of two representatives of the Union, to attend the funeral of a deceased employee.

13.05 Pregnancy and Parental Leave shall be in accordance with the Ontario Employment Standards Act as amended from time to time. The Employer will supply each Employee with a copy of the "Guide to the Employment Standards Act."
ARTICLE 14 - JURY DUTY

14.01 Any employee of the Corporation who is called upon to serve as a juror or as a witness in a legal proceeding shall be granted leave of absence for such purpose and shall be paid full salary or wages for the period of such service, provided he/she shall make application to his/her Department Head and deposit with the City through the Treasurer, the full amount of compensation received for such service but not including traveling and meal expenses. An employee who is not scheduled to work on any day that he/she serves shall not be required to deposit any compensation received for that day.
ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The regular hours of work shall be according to those specified in Schedule "B" attached to and forming part of this Agreement.

15.02 The Corporation does not guarantee to provide the hours of work specified in Schedule "B", however, the regular schedule of hours of work shall not be changed, or new shifts established by the Corporation, without one (1) week’s prior notice to and discussion with the Union Committee with the exception of the position of Equipment Operator Class 1 Parks in the event of an arena fill in shall only require three (3) days prior notice and discussion with Union Committee. If the parties are unable to come to an agreement, the matter shall be subject of a grievance at Step 3 of Article 8 of this Agreement.

15.03 An employee who is required to work in excess of the regular hours of work specified in Schedule "B" shall be paid for such hours at the rate of:

(a) (i) **Works Employees**
Overtime at time and one-half for all hours worked in excess of the daily or weekly hours specified in Schedule "B"; double time after eight (8) hours of overtime worked on a regular scheduled work day or double time after four (4) hours of overtime worked on the first day of consecutive scheduled days off.

(ii) **Parks and Recreation Employees**
Overtime at time and one-half for all hours worked in excess of the daily or weekly hours specified in Schedule "B"; double time after eight (8) hours of overtime worked on a regular scheduled work day or double time after four (4) hours of overtime worked on the first day of consecutive scheduled days off.

(iii) **Office and Clerical Employees**
Overtime at time and one-half for all hours worked in excess of the daily or weekly hours specified in Schedule "B"; double time after eight (8) hours of overtime worked on a regular scheduled work day or double time after four (4) hours of overtime worked on the first day of consecutive scheduled days off.

(b) Overtime at double time for all hours worked on Sunday, if not part of his/her scheduled work week, or if scheduled to work on Sunday, then for all hours worked on the second consecutive day during a period of scheduled days off, or for the second scheduled day off in any one calendar week, and save that no overtime shall be paid for a period of less than fifteen (15) minutes worked immediately following the completion of the regularly scheduled working hours on any one day.

(c) Time and one-half (plus holiday pay) for all hours worked on the day a paid holiday is observed, if a regularly scheduled working day.

(d) Double time (plus holiday pay) for all hours worked on the day a paid holiday is observed if not a regularly scheduled working day.
Instead of payment of overtime, an Employee may choose to receive time off in lieu at the appropriate overtime rate (i.e., one (1) hour at double time is equal to two (2) hours off). An employee may accumulate up to a maximum of ten (10) working days from November 1, 2004 (December 1, 2004 for outside employees) to August 31, 2005 and fifteen (15) working days in the following periods September 1st to August 31st to be taken, upon approval of the Employee’s Supervisor; requests for the time off are to be submitted on the appropriate forms as agreed to between the Union and the Employer at least seven (7) working days in advance. Commencing September 1, 2005 an employee’s first five (5) working days of equivalent overtime shall be taken off first prior to any payout of overtime. There shall be no carry-over into the following period. The application of this provision for all Employees shall be from September 1 to August 31.

With reference to Article 15.03 (e) an Employee shall bank their first five (5) working days of equivalent overtime to be taken off, commencing September 1, 2005. An Employee may choose to bank any or all of their earned lieu time, with the restriction of the maximum ten (10) day limit to August 31, 2005. Commencing September 1, 2005, the restriction increases to a maximum of fifteen (15) days. Time accumulated above the maximum may be paid out during the year in increments of not less than one day (7 or 8 hours) by submitting a written request to the Human Resources Coordinator at least one (1) week prior to the biweekly payroll. Any balance remaining at August 31 of any given year will be paid out during the last pay in September.

Any employee may convert their overtime to a leave with pay providing both are done within the same pay period (e.g. 1 hour of overtime at the time and a half rate to be converted to 1.50 hours of leave with pay).

No employee will be required to work more than sixteen (16) hours in any twenty-four (24) hour period.

(a) Reporting for Work

When an employee, because of failure of the Corporation to inform by notice or otherwise, that no work will be available, reports for work on schedule, in good faith, and is advised that there is no work available, he/she shall receive four (4) hours' pay at what would have been his/her applicable hourly rate without being required to work the said four (4) hours, but such four (4) hours shall not be considered as hours worked for the purpose of applying the overtime provision of this Agreement.

(b) Arena and Pool Personnel shall not leave the facility of employment until relieved of duty between shifts or prior to the end of a shift. Mutual arrangements between employees on early or late relief at shift times shall not result in overtime payment or deduction of pay provided the immediate Supervisor shall be notified at least one (1) hour in advance.
15.06 **Emergency Call-In**

An employee called in after having left his/her place of employment at the end of his/her regular shift to perform work which does not tie in with the start of his/her next regular shift, shall receive a minimum of four (4) hours' pay at the applicable overtime rate.

15.07 **Duty Call Pay**

The minimum of four (4) hours' duty call at his/her regular rate shall be paid to an employee for each day he/she is required to remain on duty call.

15.08 Overtime opportunities shall be distributed as equally as practical among employees within the division who normally perform the work.

**Office:**

First to employees within a division who normally perform work.
Second to employees in other office groups who perform the same type of work and have the ability to perform the work.
Third to entire office & clerical on the basis of seniority and the ability to perform the work.
Fourth to all employees with bargaining unit on basis of seniority and ability to perform the work.

**Operations:**

**Roads & Water Services:**
First to employees within a group and classification who normally perform the work involved.
Second to employees within the second group and classification, who normally perform the work involved.
Third - when employees from both groups have been exhausted, overtime to be offered to other employees within operations on basis of seniority and ability and overtime hours.
Fourth - on exhausting these employees, opportunities to be offered to entire bargaining unit on basis of seniority and ability to perform the work involved.

**Parks Services:**
First to employees within a group and classification who normally perform the work involved.
Second - when employees from this group have been exhausted, overtime to be offered to other employees within operations on basis of seniority and ability and overtime hours.
Third - on exhausting these employees, opportunities to be offered to entire bargaining unit on basis of seniority and ability to perform the work involved.

*For the purpose of this article the word group refers to Roads and Water & Sewer, and Parks. All road work to be offered to roads group first. All Water & Sewer work to be offered to Water & Sewer group first. All Parks work to be offered to parks group first.*
In the event of a temporary transfer an attempt to balance accumulated overtime will be determined by the following process:

An employee who qualifies at this step must have his/her overtime total compared to the average of the employees who normally perform the work. If his/her overtime is more than the average of these employees he/she must use own total, if his/her overtime is less than the average - the average of the employees within the same class will be used as a medium to average overtime. An overtime sheet per department showing each employee’s amount of overtime shall be posted and kept up to date weekly.

15.09 An employee working overtime for more than four (4) hours, will be allowed one-half hour lunch break with pay for each four (4) hour period worked and be provided a meal allowance of $9.00.

In cases of scheduled overtime no meal allowance provided unless work exceed 8 hours.

15.10 Neither overtime premium nor credits for overtime shall be pyramided for any overtime calculation.

15.11 An Employee required to work during his/her vacation period shall be paid at double time his/her applicable hourly rate for all work performed by him/her in addition to his/her vacation pay.
ARTICLE 16 - VACATIONS

16.01 An employee on the payroll shall be granted a vacation with pay in each calendar year on the following basis:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE AS OF JUNE 30 IN VACATION YEAR</th>
<th>VACATION ENTITLEMENT</th>
<th>PAY AS A PERCENTAGE OF EARNINGS IN YEAR ENDING JUNE 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one (1) year</td>
<td>One (1) working day with pay each month up to a maximum of ten (10)</td>
<td>4% of earnings</td>
</tr>
<tr>
<td>One (1) year or more, but less than three (3) years</td>
<td>Two (2) weeks</td>
<td>4% of earnings</td>
</tr>
<tr>
<td>Three (3) years or more, but less than ten (10) years</td>
<td>Three (3) weeks</td>
<td>6% of earnings</td>
</tr>
<tr>
<td>Ten (10) years or more, but less than seventeen (17) years</td>
<td>Four (4) weeks</td>
<td>8% of earnings</td>
</tr>
<tr>
<td>Seventeen (17) years or more, but less than twenty-five (25) years</td>
<td>Five (5) weeks</td>
<td>10% of earnings</td>
</tr>
<tr>
<td>Twenty-five (25) years or more</td>
<td>Six (6) weeks</td>
<td>12% of earnings</td>
</tr>
<tr>
<td>Thirty (30) years or more</td>
<td>One (1) additional day per year beginning in year Thirty (30)</td>
<td></td>
</tr>
</tbody>
</table>

** Vacation pay shall be based on the appropriate percentage of earnings in the year ending June 30 or maintenance of the employee's regular pay, whichever is greater.

16.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay.

16.03 The vacation pay may be made available in the employee's bank account at the beginning of his/her vacation period if so requested one week in advance in writing.

16.04 The Corporation shall set vacation days and in doing so, shall take into account the wishes of the employees in each department on the basis of seniority. Lists calling for vacation requirements shall be posted by March 1st and complete vacation schedules posted by March 31st.

16.05 Requests for change in vacation are to be made in writing by the employee and submitted to his/her immediate supervisor ten (10) working days prior to approved vacation time.

16.06 Where a regular employee qualifies for sick leave requiring hospitalization or bereavement during the period of vacation, there shall be no deduction from vacation credits for the period of such hospitalization, bereavement or other approved leave for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date as approved by the C.A.O.
ARTICLE 17 - SAFETY & HEALTH

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

17.02 a) A Safety Committee shall be established composed of two (2) employees appointed by the Union from each of the following areas: Operational and Development Services and Community and Corporate Services and the appropriate number from Management.

b) The Safety Committee shall meet at least every two (2) months. A statement outlining the matters for discussion will be submitted by each party not less than two (2) days prior to the meeting, except in cases of emergency. However, the Union representatives shall be expected to report in writing promptly to their immediate Supervisor, any matter they feel warrants prompt attention.

c) This Committee shall be known as the Joint Health & Safety Committee.
ARTICLE 18 - PROTECTIVE CLOTHING

18.01 The Corporation shall:

(a) (i) furnish rubber boots, raincoat, rain hat, rubber pants, safety helmet and safety vest to each outside worker and shall hold each individual responsible for any loss of such items in his/her possession. These garments to be replaced or repaired by the Corporation if old item turned in is worn or defective.

The Corporation shall supply safety sunglasses for employees trimming trees.

(ii) furnish to the By-law Enforcement Officer: trousers, tunic, cap, three-quarter length coat, shirts, ties and raincoat.

(iii) furnish to the Building and Plumbing Inspector, Construction Inspector, Technician I, Technician II, draftsman: raincoats and safety helmets.

(b) Supply a change house locker to each of its outside employees.

(c) By May 31st of each year, the Employer shall supply all permanent employees of the Operations, (Engineering, Works & Parks Divisions):

(i) three (3) pairs of pants, three (3) long sleeve shirts, three (3) short sleeve shirts per year with the option of summer weight vs. winter weight in the shirts and pants. Management agrees to maintain present quality and will attempt to purchase Canadian made. Employees must wear this apparel at work.

If employees do not require these pieces of clothing, they may choose to substitute a different article of embossed clothing, approved by Foreman & purchased through the City.

(ii) supply 4 sets of complete overall suits (winter or summer weight) to be maintained by the employee. Up to 4 replacements in each calendar year will be permitted for worn out suits upon approval of Supervisor.

(iii) Effective April 1, 2006 Office and Clerical staff will receive an annual clothing allowance of $100.00.

(d) Supply work gloves to all employees requiring them during the course of their work. In all cases, an employee shall be required to present worn out gloves before new replacement gloves will be issued.

(e) The Corporation will pay up to one-hundred & fifteen dollars ($115), effective April 1, 2007 the Corporation will pay up to one-hundred & twenty dollars ($120) upon submission of appropriate receipts for the purpose of safety boots for all permanent employees required to wear the same under the Occupational Health and Safety Act. Future replacement of safety boots will be replaced on a worn out basis only.

(f) It shall be a condition of employment to wear all safety equipment in accordance with the Health & Safety Act, and the Joint Health and Safety Committee requirements.
(g) The Corporation agrees to replace tools which employees supply and use in their regular work which are broken or worn out by regular on the job usage. Broken tools to be replaced must be turned in to the Department Superintendent. This does not pertain to tools covered by a manufacturer's warranty. Employees who are supplied City owned tools shall be held responsible for same including replacement if lost.

18.02 Subject to the discretion of the immediate Supervisor all other employees who are called upon to perform work necessitating the use of gloves, raincoats and rubber boots, shall be supplied with same by the Corporation.

18.03 Proper accommodation shall be provided for employees to have their meals and change their clothes in accordance with Provincial Legislation.
ARTICLE 19 - BULLETIN BOARDS

19.01 The Corporation will provide a Union Bulletin Board for the posting of notices pertaining to Union matters, such as notices of meetings and other non-controversial general matters. All notices to be approved by the Corporation before posting. It is agreed that Bulletin Boards for Union business shall be provided at City facilities.
ARTICLE 20 - PAID HOLIDAYS

20.01 Each employee shall be entitled to a holiday with pay on each of the following days, or a day declared in lieu thereof, or shall receive the equivalent of his/her regular day's pay therefore, at the discretion of his/her immediate Supervisor, provided:

a) he/she works his/her scheduled working days next preceding and next following the holiday unless excused in writing by being on authorized paid leave, and

b) he/she works in the week in which the holiday is observed:

<table>
<thead>
<tr>
<th>PARKS &amp; RECREATION EMPLOYEES</th>
<th>WORKS EMPLOYEES</th>
<th>OFFICE &amp; CLERICAL EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>New Year's Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Good Friday</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>Victoria Day</td>
<td>Easter Monday</td>
</tr>
<tr>
<td>Canada Day</td>
<td>Canada Day</td>
<td>Victoria Day</td>
</tr>
<tr>
<td>Civic Holiday</td>
<td>Civic Holiday</td>
<td>Canada Day</td>
</tr>
<tr>
<td>Labour Day</td>
<td>Labour Day</td>
<td>Civic Holiday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thanksgiving Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Remembrance Day</td>
<td>Remembrance Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Christmas Day</td>
<td>Remembrance Day</td>
</tr>
<tr>
<td>Boxing Day</td>
<td>Boxing Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td><strong>Floating Holiday</strong></td>
<td><strong>Floating Holiday</strong></td>
<td>Boxing Day</td>
</tr>
<tr>
<td><strong>subject to mutual agreement between employee and the Department Head or Supervisor</strong></td>
<td><strong>subject to mutual agreement between employee and the Department Head or Supervisor</strong></td>
<td></td>
</tr>
</tbody>
</table>

20.02 An employee who is required to and does work on the day of observance of one of the above holidays, shall in addition to the benefits of Section 20.01 be paid in accordance with the provisions of Article 16.

20.03 An employee scheduled to work on the day of observance of one of the above holidays and who fails to work, shall forfeit the pay for the day, unless excused in writing by his/her Department Head.

20.04 If the holiday is observed on a normal working day during an employee's vacation he/she shall receive another day's vacation with pay.

20.05 When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.
When any of the above noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding clause already applies to Monday) shall be deemed to be the holiday for the purpose of this Agreement.
ARTICLE 21 - GENERAL HEALTH PLAN

21.01 The Corporation agrees to make arrangements for the following Health Plan, subject to the terms and policies and the rules and requirements of the carriers:

1) Life Insurance - 1 ½ times the employee's annual salary to the next highest $500.00 including Accidental Death and Dismemberment.

2) Employer Health Tax.

3) Green Shield or equivalent Semi Private Hospital Accommodation.

4) Green Shield or equivalent plan for extended Health Care Benefits ($10/$20 deductible), ($0.35 deductible prescription drugs) with rider providing $300.00 every two years for eye wear or corrective eye laser surgery and $350.00 every year for hearing aids. Out of province coverage and Chiropractic coverage of $20.00 per visit to be included.

5) Green Shield or equivalent Code 9 Dental Plan - Current ODA rates for all years with rider #2 providing for dentures on the basis of 50-50 co-insurance of $1,000 maximum per person meaning a maximum claim of $2,000.

6) A Long Term Disability Plan to provide 75% of normal gross monthly earnings to a maximum of $5,000.00 until age 65, plan to be "own occupation two years", to be effective after four months of disability or expiry of Short Term Disability Plan, whichever is the later. Benefits provided under Article 21.01 to be paid by the Employer while on L.T.D. Benefit. If disabled at age 64 benefits payable for twelve (12) months. Premiums for L.T.D. to be shared 75% by Employer, 25% by employee. Usual provisions of W.S.I.B., C.P.P. and O.M.E.R.S. to be applicable.

7) $4,000.00 Term Life Insurance till age 70. The City will retain any U.I.C. rebates to help defray the cost of premiums incurred.

21.02 The Corporation shall pay for each regular employee and employees up to age 65 on early retirement in accordance with O.M.E.R.S. participating in such coverage, the maximum amount allowable under the Municipal Act of the Health Plan (100%).

21.03 A regular employee on authorized leave of absence or absence due to illness or non compensable accident up to one (1) year duration shall continue to be eligible for the Health Plan. An employee covered by W.S.I.B. benefits shall continue to be eligible for the Health Plan in accordance with the Workplace Safety & Insurance Act.

21.04 A regular employee terminated, shall cease to qualify for the above coverage at the end of the calendar month in which he/she is laid off or terminated.

21.05 A regular employee laid off, having attained one (1) year seniority will remain covered by the above following benefits from 21.01 - 1 to 5, for a period of thirty (30) working days from the date they were laid off. After the thirty (30) working days, such benefits can be available at the Employee's own cost.

21.06 In the event of the death of an employee, the employee's surviving dependent family will continue to receive coverage from 21.01(2) - 21.01(5) at no cost for a period of up to one (1) year subsequent to the death of the employee, providing the surviving spouse is not currently enrolled in same type plan at their place of employment.
ARTICLE 22 - PENSION PLAN

22.01 The present pension plan now in force for employees is to be continued; each eligible employee is required to become a member of the OMERS Pension Plan as a condition of employment in accordance with the terms of the OMERS Pension Plan itself.
ARTICLE 23 - SHORT TERM AND LONG TERM DISABILITY

23.01 The Corporation will provide a self insured short term disability benefit plan for all employees on the following basis:

(a) Each regular employee who has successfully completed his/her probationary period, who gives proof satisfactory to the Corporation of disabling illness or non-compensable accident shall be paid short term disability on the basis of full pay for the first three (3) weeks of absence due to such illness or accident. Employees will be paid for an additional one and one half (1.5) weeks and effective on December 31, 1993 an additional two (2) weeks for each year of service to a maximum of seventeen (17) weeks at one hundred percent (100%) of their regular pay. Employees absent in excess of the period for which they are entitled to receive one hundred percent (100%) of their pay will receive seventy-five percent (75%) for that period until seventeen (17) weeks are completed, and deductions for C.P.P., U.I.C. and OMERS will continue during this seventeen (17) week "Short-Term" disability period.

(b) During the "Short-Term" period of disability, periods of disability separated by less than ten (10) full working days of active employment will be considered the same period of disability unless disability is due to unrelated causes. During the "Short-Term" disability period, the employees benefit plans will be continued.

(c) Short Term disability will be paid out at the employee's standard daily wage as of the first day of absence.

23.02 If an employee is absent from work due to illness in excess of three (3) consecutive working days the employee may be required to produce a Doctor's Certificate.

23.03 A regular employee who has satisfactorily completed his/her probationary period, who gives proof satisfactory to the Corporation of disabling illness or non-compensable accident, shall be paid in accordance with Section 23.01.

23.04 Any employee prevented from performing his/her regular work with the Employer due to an occupational accident which is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act shall receive his/her regular salary from the Short Term Disability as provided in Article 23.01 and in return the Employer shall receive any monies paid by the Workplace Safety & Insurance Board and credit these monies to the Short Term Disability Plan.

23.05 For the purposes of this Article:

a) "non compensable accident" shall be deemed to mean:

1. an accident suffered on the job for which compensation in lieu of wages is not received from the Workplace Safety & Insurance Board, including disallowance because of the Board’s requirements for a minimum period of disability; and

2. an accident suffered other than while at work.

b) "standard daily wage" shall be the employee’s rate of pay per pay period, divided by the number of his/her normally scheduled working days in the pay period.
23.06 Any employee who, because of illness or injury, is unable to report for duty, shall give notice of such fact to his/her “immediate Supervisor” one hour prior to starting time.

23.07 An employee who is on pregnancy or parental leave or any other leave of absence without pay, shall not be entitled to receive Short Term Sick Leave benefits during said Leave. However, Short Term Sick Leave benefits will be reinstated following return from such leave after completion of six (6) full working days.

23.08 In the event an employee becomes ill or disable while on layoff, he/she will not be entitled to Short Term Sick Leave payments until his/her original specified recall date occurs or the date he/she would have been recalled, as part of the general recall. If another employee is recalled to perform in his/her position, that date shall be deemed to be the recall date for purposes of this section, subject to the following:

a) should the disability occur after written “notice of layoff” has been given, the employee will not qualify for Short Term Sick Leave payments during such period of layoff, and

b) where the disability occurred before written “notice of layoff” was given, the employee will qualify for Short Term Sick Leave benefits in accordance with 23.01(a).

23.09 Any employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her applicable hourly rate.
ARTICLE 24 - PAY DAYS

24.01 The Employer shall deposit the employee's pay by 4:00 p.m. every other Thursday in the account of the employee at the Financial Institution of the employee's choice within the City. The Union will not hold the Corporation responsible for any unavoidable delay.
ARTICLE 25 - SALARIES AND WAGES

25.01 The Corporation agrees to pay and the Union agrees to accept the salaries and wage rates set out in Schedule "A" attached to and forming part of this Agreement.

25.02 (a) Existing classifications shall not be eliminated or changes made without prior agreement with the Union. When the Corporation establishes a new classification, the Corporation will draw up a job description and submit it to the Joint Job Evaluation Committee set up by the Parties and established by the Terms of Reference for Joint Gender-Neutral Job Evaluation Program dated June 21, 1989.

(b) When the duties or volume of work in any classification are changed or increased in other than the basic requirements of said classification or where the Union and/or an employee feels he/she is unfairly classified or when a position not covered in Schedule "A" is established during the terms of this Agreement, the Corporation will review and rewrite the job description and submit it to the Joint Job Evaluation Committee referred to above and in accordance with Article 5 Plan Maintenance of the parties Pay Equity Plan dated September 12, 1991. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

(c) The Corporation will reimburse employees who must update and/or renew licensing as a requirement of their position. (e.g. mechanics, stationary engineers, electricians, etc. excluding DZ License)

The Corporation will also reimburse employees for any training courses or schooling that they take that would be beneficial and pertains to their position upon successful completion of the course.

25.03 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

25.04 At the discretion of Management, it may be advisable to appoint Lead Hands on a temporary basis. The wage level while on this assignment is to be the employee's basic rate, plus ninety ($0.90) cents per hour. Lead Hand vacancies of a duration exceeding twenty (20) working days will be posted in accordance with the provisions of Article 11.07.
ARTICLE 26 - Bereavement Pay

26.01 An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a wife, husband, son, daughter, parent, brother or sister. An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a mother-in-law, father-in-law, grandchild, grandparent, legal guardian, brother-in-law or sister-in-law. An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of the death of an aunt, uncle, niece or nephew. Where the burial occurs outside a two hundred and forty (240) kilometer radius of the municipality, such leave shall include one (1) day travelling time, and the employee shall provide reasonable proof of death.
ARTICLE 27 - NO UNION ACTIVITY ON CITY PREMISES

27.01 The Union will not engage in Union Activity during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Corporation.
ARTICLE 28 - UNION OFFICIALS

28.01 The Union shall supply the Corporation in writing with the names and addresses of all of its officials as at present constituted and any change in such an official's position within five (5) days after any such change. Such notification shall be addressed to the Chief Administrative Officer.
ARTICLE 29 - REST PERIODS

29.01 Each employee shall be allowed two (2) fifteen (15) minute rest periods in each shift and these rest periods shall be taken at the location of the work with the time of the rest period to be at the discretion of the immediate Supervisor in charge.
ARTICLE 30 - MILEAGE ALLOWANCE

30.01 When requested by the Corporation and authorized by the employee's Department Head to use personal cars for the Corporation business, any employee who does so, will be paid an allowance equivalent to that established by the Regional Municipality of Niagara and amended by the Region from time to time.
ARTICLE 31 - METHODS OF SERVICE

31.01 The Corporation shall continue to determine the methods through which municipal services are to be provided. The Corporation agrees that if and when it should alter a method or methods now in effect, no permanent employee will be laid off or have his/her employment terminated by reason thereof.

31.02 No subcontractor shall have the use of City equipment for snow removal purposes unless a bargaining unit employee accompanies such equipment for the sole purpose of operating it and shall be paid by the Corporation according to Article 2 and Schedule "A" of this Agreement.

31.03 In the event that the Corporation should introduce new methods or machines which require new or greater skills than are possessed by an affected employee under the present methods of operation, the Corporation shall reimburse each employee who successfully concludes any such required training or study course for the cost of tuition and text books.
ARTICLE 32 - SHIFTS PREMIUM

32.01 An employee shall be paid a shift premium as follows:

(a) Sixty-five cents ($0.65) per hour when working on an afternoon shift between 4:00 p.m. and 12:00 midnight.

(b) Seventy-five cents ($0.75) per hour when working on a midnight shift between 12:00 midnight and 8:00 a.m.

32.02 Shift premiums shall be paid as a straight rate per hour for all such hours worked in Section 32.01 but shall not be included when calculating premium pay for overtime hours worked or for pay for holidays with pay, or for other special benefits in this Agreement, but shall be included in "earnings" for the calculation of pay for vacations.

32.03 Employees working regular shifts on a Saturday or Sunday (i.e. not on overtime) shall receive a weekend premium of ninety ($0.90) cents for each hour so worked.
ARTICLE 33 - NOTIFICATION OF PARTIES

33.01 Notices required by this Agreement and correspondence between the parties which occur as a result of this Agreement other than where specified shall go between:

1) The Chief Administrative Officer
   The Corporation of the City of Port Colborne
   66 Charlotte Street
   Port Colborne, Ontario
   L3K 3C8

2) The Secretary
   CUPE Local 155

3) The St. Catharines Area Office
   Canadian Union of Public Employees
   Two Westport Centre
   110 Hannover Drive, Suite 102
   St. Catharines, Ontario
   L2W 1A4
ARTICLE 34 - DURATION OF AGREEMENT

34.01 This Agreement shall become effective as of April 1st, 2005 and shall remain in full force and effect until March 31st, 2008.

34.02 This Agreement shall be automatically renewed on March 31st, 2008 unless notice by registered mail is given by either party to the other party for amendment not less than sixty (60) days, nor more than ninety (90) days prior to March 31st, 2008 or any anniversary of such date.

34.03 In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of notification.

34.04 During negotiations for any proposed new or revised Agreement, this Agreement shall remain in full force and effect until a new or revised Agreement is signed, or until conciliation proceedings have been completed whichever comes first.

34.05 The Union and the City desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the City shall print and distribute sufficient copies of the Collective Agreement within thirty (30) days of signing. The Parties shall share the costs of the printing.

IN WITNESS WHEREOF, the Corporation of the City of Port Colborne has caused its corporate seal to be affixed under the hands of its proper officers in that behalf and the representatives of the Canadian Union of Public Employees and its Local 155 have hereunto set their hands and seals on behalf of the said Union and their own behalf.

AGREED at the City of Port Colborne, Ontario this day of March, 2005 by the negotiating committees:

THE CORPORATION OF THE CITY OF PORT COLBORNE

Robert Cotterill, P. Eng., CAO

Peter Senese, DCCS

Sal Iannello, DOPDS

Tammy Morden, H. R. Coordinator

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 155


Mike Graybiel, Vice Pres., Local 155

Mike Audit

Kelvin Franks

Jennifer Maurice

Karen Grandilli
EXECUTED at the City of Port Colborne, Ontario this _______ day of March, 2005.

________________________________ _____________________________
 Ron Bodner, Mayor                               Mike Graybiel, Local 155 Vice Pres.

________________________________ _____________________________
 Janet Beckett, Clerk                              Karen Grandilli, Local 155 Sec.
## SCHEDULE “A”

### Operational Works and Community Services

<table>
<thead>
<tr>
<th>GRADE</th>
<th>JOB CLASSIFICATION</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Casual Labourer**</td>
<td>16.33</td>
<td>$16.82</td>
<td>$17.46</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$33,966.40</td>
<td>$34,985.60</td>
<td>$36,316.80</td>
</tr>
<tr>
<td>3.</td>
<td>Labourer **</td>
<td>17.79</td>
<td>$18.32</td>
<td>$18.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$37,003.20</td>
<td>$38,105.60</td>
<td>$39,436.80</td>
</tr>
<tr>
<td>4.</td>
<td>E. O. Class I - Parks</td>
<td>19.07</td>
<td>$19.64</td>
<td>$20.28</td>
</tr>
<tr>
<td></td>
<td>E. O. Class I - Works</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E. O. Class II **</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant to Stationery Engineer**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6A.</td>
<td>Sign Painter **</td>
<td>$18.55</td>
<td>$19.10</td>
<td>$19.74</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$38,584.00</td>
<td>$39,728.00</td>
<td>$41,059.20</td>
</tr>
<tr>
<td>6.</td>
<td>Yardman/Storekeeper</td>
<td>$19.60</td>
<td>$20.19</td>
<td>$20.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$40,768.00</td>
<td>$41,995.20</td>
<td>$43,326.40</td>
</tr>
<tr>
<td>7.</td>
<td>E. O. Class I - Arena</td>
<td>$19.87</td>
<td>$20.47</td>
<td>$21.11</td>
</tr>
<tr>
<td></td>
<td>E. O. Class III - Roads</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E. O. Class IV &amp; V/Grader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Building Maintenance Man</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Welders **</td>
<td>$41,870.40</td>
<td>$43,118.40</td>
<td>$44,449.60</td>
</tr>
<tr>
<td>9.</td>
<td>Water Meter Reader</td>
<td>$20.39</td>
<td>$21.00</td>
<td>$21.64</td>
</tr>
<tr>
<td></td>
<td>Utility Operator Water/Sewer</td>
<td>$42,411.20</td>
<td>$43,680.00</td>
<td>$45,011.20</td>
</tr>
<tr>
<td></td>
<td>Backhoe &amp; Front End Loader &amp; Attach.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$42,972.80</td>
<td>$44,262.40</td>
<td>$45,593.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$45,614.40</td>
<td>$46,987.20</td>
<td>$48,318.40</td>
</tr>
<tr>
<td>12.</td>
<td>Electrician</td>
<td>$22.30</td>
<td>$23.08</td>
<td>$23.85</td>
</tr>
<tr>
<td></td>
<td>** Senior +.90</td>
<td>$48,006.40</td>
<td>$49,400.00</td>
<td>$50,731.20</td>
</tr>
<tr>
<td></td>
<td>Mechanic Class A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$46,134.40</td>
<td>$47,528.00</td>
<td>$48,859.20</td>
</tr>
<tr>
<td>13.</td>
<td>Sub Foreman</td>
<td>$23.12</td>
<td>$23.81</td>
<td>$24.51</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$48,089.60</td>
<td>$49,524.80</td>
<td>$50,856.00</td>
</tr>
</tbody>
</table>

*** Difference between the Mechanic Licensed A and Senior Mechanic is $0.90/hour (Lead Hand rate).

*** Water Certification Pay: (1 of the following premiums)
- Operator in Training (OIT) $.25/hour
- Water Analyst (not performing duties) $.25/hour
- Water Analyst (when performing duties, not including Water Analyst) $.50/hour

ADD
- Class 1 Water Distribution Operator Certification $1.00/hour Effective April 1, 2006

** Jobs not rated by Joint Job Evaluation Committee
SCHEDULE "A"

OFFICE AND CLERICAL WORKERS
Job Classifications & Hourly Wage Rates

<table>
<thead>
<tr>
<th>Grade</th>
<th>Job Classification</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Trainee **</td>
<td>$12.19</td>
<td>$18.57</td>
<td>$19.21</td>
</tr>
<tr>
<td></td>
<td>**</td>
<td>22,185.80</td>
<td>$33,797.40</td>
<td>$34,962.20</td>
</tr>
</tbody>
</table>

1. Clerk Typist /Switchboard
   $18.03
   $32,814.60
   $34,624.60

2. Clerk Bookkeeper **
   Technician I **
   Jr. Construction Inspector **
   CAD III **
   $18.34
   $18.89
   $19.53
   $30,430.40
   $34,379.80
   $35,544.60

3. Building/ Bylaw Clerk
   License Clerk
   General Clerk
   Records Clerk
   Cashier/Clerk
   $18.72
   $34,070.40
   $35,089.60
   $36,254.40

4. Clerk Typist - Parks
   $19.07
   $34,707.40
   $35,744.80
   $36,909.60

5. Accounting Clerk
   Records Clerk - Works
   Planning Tech/Asst. to EDO
   $19.47
   $20.05
   $20.69
   $35,435.40
   $36,491.00
   $37,655.80

6. Payroll Clerk
   Planning Technician
   Municipal Bylaw **
   Clerk Bookkeeper II **
   Parks Technician I (Planning) **
   $19.59
   $35,653.80
   $36,727.60
   $37,892.40

7. Tax Clerk
   Water Clerk
   Technician II (Survey) **
   Parks Technician II **
   Operations Clerk **
   $19.86
   $36,145.20
   $37,237.20
   $38,402.00

8. $21.03
   $21.66
   $22.30
   $38,274.60
   $39,421.20
   $40,586.00

9. CAD II/Survey
    Senior Tax Clerk
    $21.68
    $22.33
    $22.97
    $39,457.60
    $40,640.60
    $41,805.40

10. Planner
    Financial Analyst
    Drainage Superintendent
    Building & Plumbing (Insp. Gr. I) **
    $25.39
    $26.15
    $26.79
    $46,209.80
    $47,593.00
    $48,757.80

11. CAD I
    Construction Inspector
    Bylaw/PSO
    Building & Plumbing (Insp. Gr. II) **
    Engineering Assistant **
    $25.65
    $26.42
    $27.06
    $46,683.00
    $48,084.40
    $49,249.20

** Jobs not rated by Joint Job Evaluation Committee
### SCHEDULE "B"

#### OFFICE & CLERICAL

#### HOURS OF WORK

<table>
<thead>
<tr>
<th>1. Classifications not otherwise specified</th>
<th>STANDARD: 8:30 a.m. to 4:30 p.m. Mondays through Fridays, with one (1) hour lunch period.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Building and Plumbing Inspectors</td>
<td>Standard Hours with occasional after hours routine inspections, investigations and services; and occasional attendance at evening meetings of Council and Committees.</td>
</tr>
<tr>
<td>3. Record Clerk (Yards)</td>
<td>8:00 a.m. to 4:00 p.m., five (5) days per week, thirty-five (35) hours per week; Monday to Friday inclusive.</td>
</tr>
<tr>
<td>Clerk Typist I (Parks)</td>
<td></td>
</tr>
<tr>
<td>Operations Clerk</td>
<td></td>
</tr>
<tr>
<td>4. Engineering Internal</td>
<td>8:30 a.m. to 4:30 p.m.</td>
</tr>
</tbody>
</table>
SCHEDULE "B"

WORKS & COMMUNITY SERVICE EMPLOYEES

HOURS OF WORK

1. Classifications not otherwise specified.
   REGULAR: 8:00 a.m. to 4:00 p.m. Monday through Friday with a paid twenty (20) minute lunch period.

2. Sweeper Operator
   April 1st to November 1st: 6:00 a.m.-2:00 p.m. - Monday to Friday
   November 2nd to March 31st: Regular hours of work 8:00 a.m. to 4:00 p.m. with a twenty (20) minute paid lunch.

3. Arena Employees
   When ice is in or during scheduled events 8:00 a.m. to 4:00 p.m. with a paid twenty (20) minute lunch period and 4:00 p.m. to 12 midnight with a paid twenty (20) minute lunch period.

4. Pool Employees
   7:00 a.m. to 3:00 p.m. with a paid twenty (20) minute lunch period.

5. Temporary Parks Summer Employees
   May to Thanksgiving - annually. Monday through Sunday from 6 a.m. to 2 p.m. and 2 p.m. to 10 p.m. with a twenty (20) minute paid lunch.

6. Summer Hours
   May 1 to Labour Day - Monday to Friday. 7:00 a.m. to 3:00 p.m. with a paid twenty (20) minute lunch period.
SIDE BAR LETTER TO:

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 155

This letter forms part of the Agreement between the above noted parties dated April 15, 2003.

Whereby the Chief Administrative Officer will meet with CUPE within the next three (3) months for purpose of investigating the possibility of amending the hours of work to 40 hours per week relating to Schedule B. Office & Clerical #3.

This letter forms part of the Collective Agreement.

EXECUTED AT THE CITY OF PORT COLBORNE, ONTARIO

THIS DAY OF MARCH, 2005

THE CORPORATION OF THE
CITY OF PORT COLBORNE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 155

______________________________________________________
Robert Cotterill, P. Eng., C.A.O.

______________________________________________________

______________________________________________________
Peter Senese, D.C.C.S.

______________________________________________________
Mike Graybiel, Vice Pres. Local 155

______________________________________________________
Sal Iannello, D.O.P.D.S.

______________________________________________________
Mike Audit

______________________________________________________
Tammy Morden, H.R. Coordinator

______________________________________________________
Kelvin Franks

______________________________________________________
Jennifer Maurice

______________________________________________________
Karen Grandilli
Letter of Agreement

Without Prejudice

RE: VACATION

That the Corporation of the City of Port Colborne and CUPE Local 155 agree to the disposition of Grievance # 2005-1, on a without prejudice basis, that new employees vacation time will be pro-rated based on months of service in the first year. After that vacation time is based on accumulated seniority.

If an employee begins on or before the 15th of a month they will be entitled to one (1) vacation day per month as outlined in Article 16. If an employee begins after or on the 16th of a month they will not be entitled to a vacation day for that month.

Executed at the City of Port Colborne, Ontario this ______ day of March, 2005

THE CORPORATION OF THE CITY OF PORT COLBORNE

________________________________________
Robert Cotterill, P. Eng. C.A.O.

________________________________________
Peter Senese, D.C.C.S.

________________________________________
Sal Iannello, D.O.P.D.S

________________________________________
Tammy Morden, HR Coordinator

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 155

________________________________________
Frank Hilton, C.U.P.E. National Representative

________________________________________
Fred Moreau, President, Local 155

________________________________________
Mike Audit

________________________________________
Kelvin Franks

________________________________________
Jennifer Maurice

________________________________________
Karen Grandilli