

COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 503
(Hereinafter referred to as “the Union”)**

AND

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
(Hereinafter referred to as “the Employer”)**

FROM: JANUARY 1st 2021 TO DECEMBER 31st 2023

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ARTICLE 1 – PREAMBLE

1.01 Purpose

Whereas the purpose of these provisions is to:

- (1) maintain and improve working relationships between the Employer and the Union in a harmonious and stable manner;
- (2) recognize the importance of talks and negotiations with regard to conditions of employment, the workplace, services, etc.;
- (3) ensure the efficient functioning of the Employer's operations; and
- (4) ensure the morale, well-being and safety of all the employees who are a part of the Union's bargaining unit.

ARTICLE 2 – DEFINITIONS

2.01 Definitions

- (a) **"Employee"** means a person who is employed within the bargaining unit.
- (b) **"Seasonal employee"** means a person who is hired during the winter and/or summer season. The termination or discharge of a seasonal employee during the probationary period does not fall under the grievance or arbitration settlement procedure.
- (c) **"Temporary employee"** means an employee who has been hired for a specific time period to replace an employee who is on authorized leave or to carry out a specific job. The termination or discharge of a temporary employee does not fall under the grievance or arbitration settlement procedure. If a temporary employee is confirmed in the position he held temporarily after the posting procedure, the employee will be credited seniority equal to the period during which he held the position temporarily.
- (d) **"Student"** means either a person who attends a college, university or another institution recognized by the Ministry of Education of Ontario on a full-time basis and who is employed and paid during the summer holiday period, or a person from an educational institution carrying out an unpaid apprenticeship. Students are not subject to this agreement.
- (e) **"White-collar employees"** means employees who hold the following positions: administrative assistants, tax clerks, cashiers, internal public service clerks, accounts receivable clerks, accounts payable clerks, financial administrators, registered educators, unregistered educators,

cooks, engineering technicians, engineering technologists (1, 2 and 3), civil engineering technologists (1, 2 and 3), urban planners (1, 2 and 3), building inspectors, cultural and community activity coordinators, Client Service Centre Clerks, Operations Co-ordinators, Community Service Co-ordinators, Bylaw Co-ordinators, Finance Co-ordinators (Infrastructure and Planning), Project Co-ordinators, Engineers, Engineer Inspectors, Asset Management Analysts, Asset Management Technicians, and all other new job categories within the bargaining unit that could be added during the term of the collective agreement.

- (f) **"Blue-collar workers"** means employees who hold the following positions: law enforcement officers, mechanics, mechanic helpers, operators, working/supervising operators, community services worker, laborers in infrastructure and engineering services, external clerks, janitors, facility condition assessment agent and all other new categories of employees within the bargaining unit that could be added during the term of the collective agreement.
- (g) **"Supernumerary employee"** means a person who is hired in emergency situations or when employees cannot complete the work to be carried out. The termination or discharge of a supernumerary employee does not fall under the grievance or arbitration settlement procedure.
- (h) **" Day"** used alone means a calendar day, where the context permits.
- (i) **" Working day"** means any day of the week that is not a Saturday, a Sunday, a statutory holiday, or a day substituted for a statutory holiday.
- (j) **" Council"** means the Municipal Council of the Corporation of the City of Clarence-Rockland.
- (k) **" Employer"** means the Corporation of the City of Clarence-Rockland.
- (l) **" Union"** means the Canadian Union of Public Employees and its Local 503.

ARTICLE 3 – EMPLOYER'S RIGHTS

3.01 Rights

The Union recognizes that, with the exception of the restrictions imposed by the provisions of this collective agreement, the Employer retains all the rights, powers and attributes to manage operations, activities and employees. The Union recognizes that the Employer has the right to:

- (a) maintain order, discipline and efficiency;

- (b) recruit, promote, appoint, transfer, demote, discharge, reintegrate, suspend, or terminate any employee or take disciplinary measures towards any employee, in compliance with the collective agreement;
- (c) establish and modify, on occasion, policies, rules and regulations that must be respected by employees;
- (d) determine the location, means, methods, procedures and schedules required to complete the work, as well as the number of employees required, the employee classification, the work location, the services to be provided, and the extension, reduction, subcontracting, or termination of all or some activities;
- (e) exercise all other rights and attributes not expressly modified by this collective agreement; and
- (f) exercise its rights in a reasonable manner.

ARTICLE 4 – UNION RECOGNITION AND EMPLOYEE CATEGORIES

4.01 Bargaining agent and bargaining unit

The Employer recognizes the Canadian Union of Public Employees, Local 503, as the sole bargaining agent of all the employees of the Corporation of the City of Clarence-Rockland, with the exception of supervisors/foremen, persons holding a position at a level above supervisors/foremen, persons regularly employed for 28 hours or less per week, managers of recreational and municipal facilities, payroll analysts, program managers, day-care centre supervisors, computer technicians, communications officers and administrative assistants to the chief administrative officer/Council and students.

4.02 Compulsory membership

Employees of the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union, according to the terms of the constitution and regulations of the Union.

4.03 Tasks reserved for the bargaining unit

Employees outside of the bargaining unit shall not fill any positions governed by the present agreement, unless such a job is carried out with an eye to train or experiment, or in the case of an emergency, when the regular employees are not available, or if the employees of the bargaining unit do not have the expertise, or the Employer does not have the equipment required to complete the work to be carried out.

4.04 No special agreement

No employee has the obligation or the permission to conclude a written or verbal agreement with the Employer or his representatives that could contravene the provisions of this collective agreement.

4.05 Deduction of union dues

The Employer will deduct union dues from each employee of the bargaining unit for the Union. Dues are deducted at each pay period and shall be sent to the office of the secretary-treasurer of Local 503 no later than the 20th day of the following month, accompanied by a list containing the name, hourly rate, and gross salary on which the dues were deducted for each employee.

The Union agrees to give to the Employer a notice of twenty (20) working days for any change to union dues, special dues and initiation fees.

Provided that the Union received the payment of dues, the latter shall not, in any case, hold the Employer responsible and shall compensate him for all claims, requests, and expenses incurred when an employee of the bargaining unit claims or alleges that the Employer acted wrongly or illegally by deducting dues from his salary or by giving them to the Union.

ARTICLE 5 – NON-DISCRIMINATION

5.01 Non-discrimination

The Employer and the Union agree that no discrimination or harassment, under the Ontario Human Rights Code, shall be practiced by the Employer or the Union or their representatives towards an employee on grounds of race, belief, colour, age, sex, marital status, ethnic origin, ancestry, place of origin, citizenship, family status, disability, sexual orientation or criminal record.

The Employer and the Union also agree that no intimidation, discrimination, interference or coercion shall be practiced by either their representatives or their members, due to an employee's membership in the Union, his activities or lack of activities in the Union, or the exercise or waiving of his rights.

ARTICLE 6 – LABOUR REPRESENTATION AND COMMITTEES

6.01 New employees

The Employer commits to informing all new employees of the existence of this collective agreement and of the conditions of employment listed in the articles related to the union plan and the deduction of union dues, and shall provide him with a copy of the collective agreement.

From the moment he is hired, the new employee's department supervisor will introduce him to his union steward or representative,

6.02 Use of premises

Upon request, the Employer shall grant the Union the right to use its conference rooms, at no cost, for Union meetings, provided the Union makes a request before the meeting is held and provided that the rooms are available.

6.03 Bulletin Boards

The Employer shall provide the Union with bulletin boards, placed in a manner that makes them accessible to all employees. These boards will be used to post notices for Union meetings, social events, and all other Union-related matters.

6.04 Representatives of the Canadian Union of Public Employees and of Local 503

The Union agrees that it, its agents, authorized persons, representatives and members must not solicit union membership on the Employer's premises.

The Union shall not have access to its members in the workplaces, without prior approval from the Employer, and provided that it does not interrupt work, except when it is expressly provided for in this agreement.

The Union stewards employed by the Corporation may require the presence of the representatives of the Canadian Union of Public Employees and of Local 503 when they compromise with the Employer. The representatives of the Canadian Union of Public Employees and of Local 503 may require that they be present when Union stewards employed by the Corporation compromise with the Employer. The Union shall inform the Employer in advance of the presence of the representative at a meeting.

6.05 Union stewards

The Employer agrees to recognize five (6) union stewards, who are appointed by the Union, among the members of the bargaining unit who have completed their probationary period, to handle the affairs of the Union, including investigating and processing complaints and grievances, in compliance with the collective agreement. It is agreed that no more than three (3) stewards will be away from their regular duties, for the purposes of fulfilling their roles as union steward, at any given point.

The Union shall inform the Employer in writing of the names of the union stewards appointed or chosen, pursuant to this article, the department or departments to which they are assigned for representation, and the members of the various committees. The Employer is not required to recognize a member or steward if the Union has not informed the Employer in writing. It is understood that the main obligation of a union steward consists of carrying

out his regular duties, and he may not leave his position without the permission of his immediate superior or of the person the latter appoints. The steward must deal with the case in an expeditious manner in order to return to his workstation promptly. The union steward will not suffer any loss of salary when he exercises his duties during his regular working hours.

6.06 Union-management committee

When both parties agree that there are issues that mutually interest and preoccupy them, and that it would be advisable to discuss them at a union-management committee meeting during the term of this agreement, the following conditions apply:

A union-management committee is created and made up of three (3) union stewards, of a CUPE and/or Local 503 representative, and of representatives of the Employer. A meeting request, provided for in this agreement, shall be made in writing before the proposed date and accompanied by the agenda of the items proposed, which will not include issues that are otherwise the subject of a grievance or the negotiation of the amendment or renewal of this agreement.

Any representative who attends said meeting during his regularly scheduled working hours will not suffer any loss of regular salary because he attended this meeting.

6.07 Bargaining committee

The Employer agrees to recognize a bargaining unit made up of three (3) members of the Union employed by the Corporation and one representative of the CUPE and/or of Local 503, whose role consists of negotiating, renewing or amending the collective agreement. The Union shall notify the Employer in writing of the name of the member of its bargaining unit. It is understood that the employees/members of the bargaining committee who attend a bargaining meeting during their regular working hours in the presence of the Employer's representatives, will not suffer any loss of regular salary because they attended such a meeting.

6.08 Grievance Committee

- a) The Employer will recognize a Grievance Committee made up of one union steward, chosen by the Union, the employee, as the case may be, and a representative of the Canadian Union of Public Employees and/or of Local 503.
- b) The purpose of the Committee is to deal with complaints or grievances, according to the procedure provided for in this collective agreement.
- c) Members of the Committee will not suffer any loss of their regular salary

when attending meetings with the Employer, during their regularly scheduled working hours, up to, but not including arbitration.

6.09 Health and Safety

a) Cooperation

The Employer agrees to maintain the health and safety standards to prevent accidents, injuries and illnesses.

b) Health and Safety Committee

Occupational health and safety committees shall be established under the Occupational Health and Safety Act. The Employer and the Union agree to cooperate in ensuring that terms of reference are established for Occupational Health and Safety Committees with bargaining unit member participation. The terms of reference and the Act shall dictate the tasks of the Committee, the number of Committee meetings, and the obligation of the Employer regarding the payment of the Committee members' salaries.

c) Right to refuse

It is understood that every employee has the right to refuse to work, in compliance with the *Ontario Occupational Health and Safety Act*. The Employer shall not exercise reprisals, intimidation, constraints or coercion towards an employee who has exercised his rights under the Act.

d) Certified workers

The Employer accepts that Union members who are members of the joint occupational health and safety committee be trained as certified workers under the *Occupational Health and Safety Act*. The Employer will cover the cost of training certified workers.

ARTICLE 7 – CORRESPONDANCE AND INFORMATION

7.01 Correspondence

All correspondence between the parties shall be carried on between the Chief Administrative Officer or his delegate and the Union's business office.

7.02 Corporate policies

The Employer shall provide the Union with a copy of all the policies that apply to the employees who are a part of the bargaining unit.

7.03 Technical documentation

At the request of the Union, the Employer shall provide the Union with the following information: job descriptions, if necessary, rate of pay, and financial and actuarial information, if any exists, regarding pension plans or other employee benefits.

7.04 Reports, recommendations and Municipal Council minutes

The Employer agrees to make electronic copies of agendas, Council meeting minutes, resolutions, and municipal by-laws available to the Union. At the request of the Union, the Employer agrees to send the Union an electronic copy of any report adopted by the Council and available to the public.

7.05 List of employees in the bargaining unit

In January of each year, the Employer shall send an electronic, updated list of the members of the bargaining unit to the Union's business agent, indicating the name of the employee, as well as his address and home telephone number.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definition of grievance

A grievance means any disagreement or dispute between the Employer and any employee (or employees) or between the Employer and the Union, regarding the interpretation, application or administration of the collective agreement or when an allegation that this agreement was violated is made, including any issue that may result in arbitration.

8.02 Settlement of grievances

A genuine effort must be made to resolve grievances in a timely manner and as fairly as possible:

Complaint procedure

It is understood that an employee does not have a grievance until he has given his immediate supervisor the chance to resolve his complaint. He must discuss the complaint with his immediate supervisor within ten (10) working days following the circumstances causing the complaint.

Step 1 - Formal grievance with an immediate supervisor

If the issue cannot be resolved informally, the employee or employees shall, with

the consent of the union steward or representative, file a written grievance, describing the nature of the disagreement and the relevant articles of the agreement that are known to be violated, with the immediate supervisor within ten (10) working days following the response of the immediate supervisor to the complaint procedure. The Union will assign a number to each grievance it files.

The immediate supervisor shall present a written response to the grievance to the employee and the union steward who attended the meeting within ten (10) working days following the date the grievance was presented.

Step 2 - Chief Administrative Officer

If the grievance has not been administered satisfactorily, the employee and the union steward/representative shall, within ten (10) working days following the date on which the response was given at Step 1, submit a written grievance to the Chief Administrative Officer or his designated replacement, who shall discuss the matter with the Grievance Committee within ten (10) working days of the date on which the grievance was received and give his written response no later than ten (10) working days following the meeting with the Grievance Committee.

8.03 Group and policy grievances

When a disagreement related to a matter of application or general interpretation arises, or a group of employees or the Union has a grievance, the matter goes directly to Step 2 of this Article.

8.04 Discharge and suspension grievance

When the Employer discharges an employee who has completed his probationary period and claims to have been unjustly discharged or an employee is suspended for ten (10) days or more and claims to have been unjustly suspended, the latter may file a grievance at Step 2, in accordance with the stipulated procedure, within five (5) working days following the date of his discharge or suspension.

8.05 Final and binding agreement

Any written agreement that is reached between an authorized Union representative and the Employer's representative is final and binding for both parties involved.

8.06 Written response

Every response to a grievance shall be made in writing and shall show the date on which the response was given to the employee. Upon receiving the response, the employee shall sign the acknowledgement of receipt. If the employee refuses to sign the acknowledgement of receipt, the response shall be given to him in the presence of a witness and shall constitute as evidence that the employee received the response.

8.07 Technical error

A technical error made when filing a grievance shall not affect its validity. Any required modification shall be made to properly identify the cause of the disagreement and enable a decision to be made in keeping with the justice and fairness of the case.

8.08 Timelines

The timelines specified herein regarding the procedures for the settlement of grievances and arbitration are compulsory, and failure to strictly meet them, except by written agreement between the parties, shall mean that the grievance has been abandoned.

8.09 No response

If the Employer fails to respond to a grievance within the prescribed timelines for each step of the grievance and arbitration procedure, the grievance shall be deemed to have been upheld.

8.10 Adjudication procedures

Unless the grievance is settled in Step 2 of the grievance procedure, either party may refer the matter to arbitration no later than fifteen (15) working days following the date on which the written decision in Step 2 was received and according to the provisions of this article. If no written request for arbitration is received within the fifteen (15) working days, the matter shall be deemed to have been settled.

8.11 Appointment of a single arbitrator or an arbitration panel

When one of the parties requests to submit a grievance to arbitration, such a request shall contain the name of the arbitrators that the grievor suggests as single arbitrator. The opposing party shall send its response within the ten (10) following working days. If the parties are unable to agree on the appointment of an arbitrator, they shall ask the Ministry of Labour to appoint an arbitrator.

With the consent of both parties, an arbitration panel may replace a single arbitrator. The party referring the grievance to arbitration shall notify the other party in writing within fifteen (15) working days following the Chief administrative officer's decision. The notice shall contain the name of the assessor of the party referring the grievance to an arbitration panel. Within ten (10) working days, the recipient of the notice shall also appoint his assessor. However, if the recipient fails to appoint an assessor, the Ontario Minister of Labour, upon request of the party wishing to have recourse to arbitration, shall have the power to make such an appointment. Both assessors shall attempt to come to an agreement when choosing the arbitration panel president. If they are unable to agree on such an appointment within twenty (20) working days, they must ask the Ontario Ministry of Labour to appoint a president.

Each party shall be responsible for the costs and expenses of its assessor. Both parties shall equally share the costs and expenses, if necessary, of the president or, if necessary, the single arbitrator.

It is understood that the other provisions of this Article that apply to the single arbitrator apply, with the required adaptations, to an arbitration panel.

Each party reserves the right to refer a grievance to arbitration under Section 48 or 49 of the *Ontario Labour Relations Act, 1995*.

Only cases that have gone through each step of the grievance procedure may be submitted to arbitration.

8.12 Arbitrator's decision

The arbitrator's decision is final; it shall bind the parties and be enforceable against them. However, the arbitrator shall not have the power, in any case, to modify this agreement or change, modify or amend any of its provisions.

He will however, have the right to rule on any discharge of a non-probationary employee and any disciplinary grievance and to take every measure that he, in his opinion, deems fair and equitable.

ARTICLE 9 – DISCIPLINARY MEASURES AND EMPLOYEE FILES

9.01 Disciplinary measures

In the case of disciplinary action, it is the employer's responsibility to provide the employee with the reasons for the disciplinary action. The employer may dismiss a non-probationary employee and, for just and reasonable cause.

9.02 Reference to past records

All disciplinary offense records for the employee are removed from the employee's file after a period of eighteen (18) months since submission, provided that the employee has not received any other disciplinary measure during this period. Copies of any letters inserted in the employee's file must be provided to the employee and the union.

9.03 Right to Union representation

Except in the case of a verbal warning, if the employer intends to take disciplinary action with respect to an employee, the employer must notify the employee beforehand so that he may communicate with his Union representative so that the latter can be present at the meeting.

9.04 File

Every employee has the right to consult his file, once a year, in the presence of an Employer representative during working hours, provided that he received prior authorization from his supervisor to be absent from his work.

9.05 Employee performance review

In order to improve the performance of the employees of the bargaining unit and to encourage them to make the required corrective action, the Employer shall carry out, once a year, a performance review of all employees of the bargaining unit. Each employee shall have the opportunity to go over the review with his immediate supervisor and comment on the review. The Employer shall add a performance review to the employee's file, as well as his comments with a copy to the employee.

ARTICLE 10 – SENIORITY

10.01 Definition

“Seniority” is defined as the length of continuous service with the Employer in a position that is included in the bargaining unit by the employees covered by the bargaining unit from the last date of hire. The principle of seniority shall apply to the entire bargaining unit. Seniority of supernumerary or seasonal employees shall be proportionate to the cumulative number of hours of service with the Employer.

10.02 Seniority list

The Employer shall keep an up-to-date seniority list indicating the employees' start dates. In the case of supernumerary, temporary and seasonal employees, the list shall indicate the number of cumulative hours. The list shall be sent to the Union and posted on all bulletin boards in January of each year. When at least two (2) employees have the same seniority date, the one whose birth date is earliest in the year shall have more seniority.

10.03 Probationary employee

A new employee shall be considered on probation until he performs six (6) months of continuous active service. When a probationary employee completes his probationary period, the Employer shall credit him seniority equal to six (6) months. The probationary period may, at the discretion of the Employer, be extended for a period equivalent to the length of sick leave the employee used during his probationary period. Such an employee may be discharged or dismissed at any time during his probationary period. Furthermore, the discharge or dismissal of such an employee during the probationary period is at the discretion of the employer alone and is not subject to the grievance and arbitration settlement procedures.

10.04 Loss of seniority

Consequence of authorized leave

An employee shall retain and accumulate his seniority rights if he is absent from work due to an illness, an accident resulting in benefits from the Workplace Safety & Insurance Board, lay-off, maternity and/or parental leave, or paid authorized leave.

An employee shall lose all seniority and his years of service, and his employment is deemed to have been terminated in the following cases:

- 1) discharge on fair and reasonable grounds, without reinstatement;
- 2) resignation;
- 3) retirement;
- 4) leave without permission for five (5) working days or more, without reasonable cause or without giving notice to the Employer, without notifying the Employer of the absence or providing the latter with a satisfactory reason. For the purpose of this Article, one working day shall designate any day of the week except Saturday, Sunday, a statutory holiday, or a day substituted for a statutory holiday;

- 5) failure, on the part of the employee, to return to work following a lay-off followed by a call-back, within five (5) calendar days following the notice given by the Employer by registered mail on the last date listed in his files. The call-back shall be carried out by registered mail, and the employee shall keep the Employer informed of any changes to his home address. The employee shall notify the Employer of any change in his address or telephone number, who shall notify the Union. If the employee fails to notify the Employer, the latter shall not be held responsible if the employee does not receive a notice. Any notice sent to the last address listed in the Employer's files shall be deemed to have been received by the employee.
- 6) lay-off of over eighteen (18) consecutive months

10.05 Transfer outside of the bargaining unit

An employee may not be transferred to a position outside the bargaining unit without his consent. An employee who is transferred to a position outside the bargaining unit shall retain the seniority he has acquired on the date on which he leaves the bargaining unit; however, the employee shall not accumulate seniority during the period he performs work outside the bargaining unit. Furthermore, from the date on which the employee is transferred to a position outside the bargaining unit, the collective agreement shall no longer apply to this employee.

It is understood that within the three (3) months following the date of the employee's transfer to a position outside the bargaining unit, the employee may ask to be reinstated to the position he held before his assignment. When the transferred employee decides to return to the position he held before his assignment, any other assigned employee shall be, upon his return, reinstated to his previous position. If the employee chooses not to return to the position in the bargaining unit, his seniority is lost.

It is understood that an employee transferred to a position outside the bargaining unit for a temporary replacement shall have the right to return to the position he held before his assignment. When the transferred employee decides to return to the position he held before his assignment, any other assigned employee shall be, upon his return, reinstated to his previous position.

In the event where the position in the bargaining unit of the employee transferred to a position outside the bargaining unit has since been abolished, the provisions related to lay-offs and call-backs shall be applied.

ARTICLE 11 – JOB POSTINGS AND CANDIDATE SELECTION

11.01 Posting vacant positions

The Employer shall notify the Union, in writing, of all vacant or newly created positions governed by this agreement that the Employer decides to fill, and posts a notice to this effect on the designated bulletin boards for a period of five (5) working days so all employees may be aware of it and apply in writing. If an employee plans to leave work for valid reasons, and he asks the Employer in writing to be informed of any vacant or newly created job posting, the Employer shall inform him at the time of the posting and send him a copy.

11.02 Information to be provided

The notice of a vacant or newly created position shall contain the following information: nature of the position, required knowledge, education and skills, department, workplace, and salary rate or scale.

It is understood that the Employer reserves the right to modify the workplace of an employee at his discretion, according to operational requirements.

11.03 No external postings

The Employer agrees to not advertise a position via an external posting, within the timelines provided for in Article 11.01 of this agreement, unless, according to the Employer, no member of the bargaining unit has the knowledge, education and skills required to perform the tasks of the position in question.

11.04 Method of appointment

If a position becomes vacant or a position is newly created, the Employer shall assess the candidates according to their knowledge, education and skills.

These factors and their assessment must be directly related to the vacant position. If the knowledge, education and skills are relatively equal, seniority shall prevail, provided the candidate has those required to meet the position's requirements.

If a job candidate applies for a lateral transfer in the same job category he already has, the position shall be granted to him by seniority, provided he has the knowledge, education and skills required to meet the position's requirements.

If the selected candidate is a member of the bargaining unit, he shall start working within a period of eight (8) weeks from the date on which the job posting was removed.

11.05 Trial period

An employee selected following a job posting shall have a trial period of three (3) months, during which the Employer shall assess if he can satisfactorily fulfill the duties of the position. At the beginning of the trial period, the Employer shall grant the employee a learning period to enable him to learn the practices and expectations of the position. In the case where the Employer judges that the employee can fulfill the duties satisfactorily, he shall be confirmed in his position, and his promotion shall become final. In the case where the Employer judges that the employee cannot satisfactorily fulfill the duties, the employee shall be reinstated to the position he held before being promoted. The employee may also decide to return to his previous position during the trial period. In that event, all employees who are assigned through the transfer or promotion of the candidate are reinstated to their previous positions.

11.06 Promotion requiring a higher level of qualifications

Notwithstanding Article 11.04, in the case of promotion to a unionized position requiring a higher level of qualifications or a professional certificate, the Employer shall consider the request of an employee with seniority who, though he does not possess the required qualifications, has attended or is in the process of attending courses directly related to the position in question. The Employer shall grant him a maximum period of three (3) months to acquire the required qualifications or the employee shall be reinstated to his previous position, if he has not acquired the required qualifications within the prescribed timeline.

ARTICLE 12 – LAY-OFFS AND CALL-BACKS

12.01 Lay-offs and call-backs

The parties agree that job security should proportionally increase with seniority. As a result, if it were necessary to reduce the number of employees, the employees with the least seniority would be laid off. It is understood that an employee who is laid off must have the qualifications and skills to perform the duties of the position in question.

An employee whose name appears on the call-back list is called back to work in reverse order of the lay-off procedure, provided he has the qualifications and skills to perform the duties of the position in question.

An employee who is laid off may bump an employee with less seniority provided he has the qualifications and skills to perform the duties of the position in question.

12.02 Hiring employees

The Employer shall not hire any new employees for a unionized position, unless he offered the position to all the employees on the call-back list who have the qualifications and skills to perform the duties of the position in question.

12.03 Lay-off notice

The Employer shall give a notice of at least ten (10) working days to any employee who must be laid off due to work shortage.

For all permanent employees, notice of a lay-off shall be as follows:

- a) For service less than ten (10) years, one week of notice per year of service;
- b) For service of ten (10) years or greater, fifteen (15) weeks of notice.

12.04 Grievance related to lay-off

Any grievance related to lay-offs resulting in the reduction of the number of employees, shall be submitted to Step 2 of the settlement of grievances procedure.

12.05 Lay-offs

A lay-off is defined as a reduction in the work force or a reduction of the hours regularly worked by the work force.

12.06 Bumping (a)

An employee who bumps another employee occupying a position with a lower pay scale or who is called back to a position with a lower pay scale than his own, shall class in the new pay scale at the level in which the salary is immediately lower than the salary he received in his previous position.

12.06 Bumping (b)

An employee who bumps another employee occupying a position with a higher pay scale or who is called back to a position with a higher pay scale than his own, shall class in the new pay scale at the level in which the salary is immediately higher than the salary he received in his previous position.

ARTICLE 13 – JOB SECURITY

- 13.01** (a) Persons excluded from the Bargaining Unit shall not perform Bargaining Unit work where such work, in itself, would result in a lay-off of Bargaining Unit Employees or would result in the reduction of normal working hours for Bargaining Unit Employees.
- (b) If any Bargaining Unit Employee is on a lay-off, no work of the laid off Employees shall be performed by persons excluded from the Bargaining Unit.
- (c) Where the Employer intends to contract out work that would otherwise be bargaining unit work to a firm or private contractor instead of carrying out the work itself using its own employees, the Employer will provide the Union with three (3) months' notice and all relevant and available information, specifications, costings and rationale concerning the proposed contracting out so as to allow the Union the opportunity to submit a detailed written proposal to the Director responsible for the work or services. Upon receipt, the Director will give due consideration to the Union's proposal and afford the Union an opportunity to discuss, explain or amend its proposal in response to questions or concerns of the Employer. Where the Union elects not to submit a proposal and so long as no breach of article 13.01 (a) or (b) occurs, the Employer may contract out such work at its sole discretion.

ARTICLE 14 – WORKING HOURS

14.01 (a) Regular working hours (white-collar employees)

With the exception of the employees who work within the Day-Care Services Department, a normal workweek for white-collar employees consists of five (5) days of seven (7) hours each, from Monday to Friday, inclusively, from 8:30 a.m. to 4:30 p.m., for a total of thirty-five (35) hours per week. All employees shall be entitled to an unpaid, one (1) hour lunch break.

14.01 (b) Regular working hours (day-care centre)

The normal workweek of the Day-Care Services Department consists of five (5) days of seven (7) hours each, Monday to Friday, for a total of thirty-five (35) hours per week. All employees shall be entitled to an unpaid, one (1) hour lunch break.

14.02 (a) Working hours (blue-collar workers)

The normal workweek for blue-collar workers consists of five (5) shifts of eight (8) hours each, from Monday to Friday, from 7:30 a.m. to 4:00 p.m., for a total of forty (40) hours per week. However, it is understood that during the winter season, the Employer may plan shifts between 11:00 p.m. and 7:30 a.m. In such cases, the choice of the shift will be assigned by seniority among interested employees who possess the skills to do the job. No shift shall last longer than eight and a half (8.5) hours, including the thirty (30) minute unpaid break for a meal.

14.02 (b) Infrastructure and engineering services – summer hours

From the first full week of the month of June until and including the week prior to Labour Day, the work day shall be from 7:00 a.m. to 3:30 p.m.

14.02 (c) Community Services Operators

From the third week of August to April 30, the workweek shall start Sunday and end Saturday.

From May 1st to the end of the second week of August, the workweek shall start at 7:30 on Monday and end at 4:00 p.m. on Friday.

The schedule may be modified through an agreement between the service manager and the employees.

14.02 (d) Law Enforcement Officers

Regular working week is forty (40) hours per week, from Sunday to Saturday which shall consist of four (4) shifts of ten (10) hours each.

14.02 (e) External Clerks

The normal workweek shall consist of five (5) shifts of eight (8) hours each, Monday to Friday from 8:00 a.m. to 4:30 p.m. totaling forty (40) hours per week.

14.02 (f) Mechanics and Mechanic's Helpers

The mechanics and mechanics helpers will work in shifts according to the following: the two (2) first shifts of the week will be at the discretion of the Employer and with an advance notice of one (1) working day, be from 11.30 a.m. to 8:00 p.m., followed by the rest of the week from 7:30 a.m. to 4:00 p.m. totaling forty (40) hours per week, Monday to Friday.

14.02 (g) Environmental Service (Blue-Collars)

The normal workweek for the Environmental Service blue-collar laborers consists of five (5) shifts of eight (8) hours each, from Monday to Friday from 7:30a.m. to 4:00p.m. totaling forty (40) hours per week. Summer hours are not applicable to workers in Environmental Services.

14.02 (h) Modification - Work Schedule

The Employer shall, in emergencies or when the work to be completed cannot be completed during regular working hours, modify the regular working hours. The Employer shall give a notice of at least twenty-four (24) hours to the affected employee. If the required notice is not given, the employee shall be paid at time and a half (1.5) for the hours worked.

14.03 The scheduled hours of work as outlined in Articles 14.01 and 14.02 may be altered by mutual agreement, in writing, between the Employer and the Employee and with notice provided to the Union President or designate. If more than one employee in any given department indicates interest in a change in schedule and the Employer is able to grant the request(s) based on operational requirements, then requests shall be granted in order of seniority.

14.04 Breaks

Employees shall be entitled to a paid fifteen (15) minute break during the first half of their shift and another paid break of the same length during the second half of their shift.

14.05 Paid break (blue-collar workers)

Employees of the blue-collar group shall have the right to a five (5) minute paid break before lunch and before leaving at the end of their shift to shower and change.

14.06 Task assignment (blue-collar workers)

In view of the operational requirements, as determined by the Employer, the blue-collar employees shall be assigned to tasks in their job category according to the preference of the employee in order of seniority.

14.07 Consecutive work hours

With the exception of the after school groups of the Day-Care Services Department, the daily working hours stipulated in this Article must be consecutive.

14.08 Union meetings

Nobody shall be required to work after 6:00 p.m. the days planned for an ordinary, extraordinary or postponed union meeting, except in an emergency situation or if the employee must work. Notice of this meeting shall be given to the Employer at least forty-eight (48) hours before the meeting is held.

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ARTICLE 15 – OVERTIME

15.01 Definition

“Overtime” designates any period of time during which the employee worked in addition to his normal work day or week, as defined in Article 14.01 or 14.02.

15.02 Pay

An employee who works authorized overtime shall be paid at the rate of one and one half (1.5) of his hourly wage except when the employee works a statutory holiday as provided for by Article 16.03 of this agreement.

15.03 No roll-back days designed to compensate for overtime

No employee shall be required to take a leave during his regular working hours in order to compensate for the overtime he worked.

15.04 Distribution of overtime

Overtime and call-back hours shall be distributed fairly between the available employees who are qualified to perform the work in which these hours are required. The Employer shall not offer overtime or call-back hours to any employee who is absent from his work because he is on vacation or authorized leave for one week or more. The Employer shall not distribute any overtime or call-back hours to an employee for the period starting on his first regular shift during which he is on vacation or authorized leave for one week or more, and ending with his first regular shift after the end of his vacation or authorized leave of one week or more.

If overtime or call-back hours are required, they shall be distributed in the following manner:

- 1) Employees at work within the affected department
- 2) Employees at work
- 3) Employees on vacation
- 3) Part-time employees
- 4) Subcontractors

15.05 Overtime in a lay-off period

The Employer commits to not have overtime worked in any sector that has a laid-off employee if there is enough work to occupy this employee during 8 consecutive hours and he is available and has the qualifications and skills required to carry out said available work. However, if there is an emergency or if the work must be carried out immediately, the Employer shall have no obligation to call back the laid-off employee.

15.06 Back to work legislation

The following consideration (the greater of) will apply to any employee called back to work outside of their normal working hours, as stipulated in Articles 14.01 and 14.02:

- (a) all hours worked at the applicable overtime rate, or
- (b) three (3) hours compensation at the rate of one and one half (1.5%) times their hourly wage.

15.07 Leave for overtime

Instead of being paid for the overtime hours he worked, an employee shall have the choice between the following options:

- (a) to accumulate his overtime hours for a maximum of sixty (60) hours at his regular pay rate, which he may take as leave, pursuant to an agreement with his immediate superior. When an employee uses his accumulated hours as leave during the year, he shall not be able to accumulate new hours to restock his bank to sixty (60). The immediate superior shall not refuse leave in overtime hours without valid cause, or, conversely, grant it, if it conflicts with Article 17.05 of this collective agreement. Request for leave in overtime hours shall be given on a first come first service basis. Where more than one employee makes a request on the same day, seniority will be the deciding factor in granting such request. Such requests will not take priority over previously approved vacation leave granted in accordance with Article 17.05(a).
- (b) to accumulate his overtime hours and be paid his accumulated overtime hours in either of the following ways:
 - i. With two weeks' written notice to the employer, the employee may request to be paid a lump sum representing a certain number or all of his accumulated overtime hours. This type of request is limited to two (2) times per year per employee.

- ii. With two weeks' written notice to the employer, the employee may request to be paid a fixed amount of his accumulated overtime hours on every pay for a period of two (2) months or more.

If, at the time of the last pay of the month of November of the current year, the employee still has accumulated overtime hours that have not been taken as leave, under (a), or paid, under (b), the employer shall pay the employee at his regular pay rate the balance of the accumulated leave on the first pay in December of the current year. Any residual or accumulated overtime hours at December 31st of the current year, will be paid at the regular rate it was accumulated, on the second pay of January of the following year.

15.08 Additional breaks

- (a) An employee who works more than two (2) hours of overtime after his regular work day shall be entitled to a paid meal break of thirty (30) minutes. Thereafter, and every four (4) hours of work following the first meal break period, as described above, the employee shall be entitled to a paid break of thirty (30) minutes.
- (b) An employee who is called back to work shall be entitled to a first paid meal break of thirty (30) minutes after four (4) hours of work. Thereafter, and every four (4) hours of work following the first meal break period, as described in the above, the employee shall be entitled to a paid break of thirty (30) minutes.

15.09 Meal allowance

When an employee is assigned to work overtime hours, he shall be entitled to a meal allowance of \$15 every time the Employer grants him a meal break, as provided for in Article 15.08. Furthermore, an employee to which Article 15.06 applies shall be entitled to this meal allowance provided that the call back to work lasts at least four (4) hours.

15.10 No duplication

The salary for overtime may not be calculated two (2) times or be pyramiding, and the same hours may not be counted as both regular and overtime hours.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 List of statutory holidays

The Employer recognizes the following days as paid statutory holidays:

New Year's Daythe day after New Year's Day

Family Day Good Friday

Easter Monday Victoria Day

Canada Day the first Monday of August

Labour Day Thanksgiving Day

Remembrance Day Christmas Day

The day after Christmas Day

For an employee to be eligible to be paid the aforementioned statutory holidays, the employee must meet the following criteria:

- (a) have worked his full day of scheduled work before the statutory holiday and his full day of scheduled work after the statutory holiday, unless the employee submits a medical certificate to confirm his absence from work for those days; or that the Chief Administrative Officer, at his discretion, considers that the employee had one or several valid reasons for his absence from work for those days.
- (b) If he agreed to work the statutory holiday, perform the work he agreed to perform on the statutory holiday, unless he has a reasonable cause for not being able to fulfill these conditions.

16.02 Statutory holidays falling on a weekend

If a statutory holiday, as defined in Article 16.01, falls on a Saturday or a Sunday without there being a proclamation deferring them to another date, the following Monday and Tuesday, if necessary, shall be designated as leave with pay.

16.03 Pay on a statutory holiday

An employee who works a statutory holiday is paid in the following manner:

- (a) one and one half (1.5) of his regular hourly rate for each hour worked

- (b) paid leave for the number of hours he regularly works in a day on the statutory holiday, under Article 16.01
- (c) two (2) times his hourly rate for hours worked after eight (8) hours of work

ARTICLE 17 – HOLIDAY PERIOD

17.01 Length of holidays

- (a) The number of days of holidays is determined according to the reference year, the period during which an employee accumulates holidays to which he shall be entitled during the current calendar year. The period is from January 1st to December 31st. Any employee who has completed the specified number of years of continuous service shall acquire annual holidays according to the following terms:

Years of service	Number of days of holidays
Less than seven (7) years	One day and one fourth (1-1/4) per month, (up to a maximum of fifteen (15) days per year).
Seven (7) years or more	One day and two-thirds (1-2/3) per month, starting on the month of his seventh (7 th) anniversary of service (up to a maximum of twenty (20) days per year).
Twelve (12) years or more	Two days (2) per month, starting on the month of his twelve (12 th) anniversary of service (up to a maximum of twenty-four (24) days per year.)
Twenty (16) years or more	Two days and five-twelfths (2-5/12) per month, starting on the month of his twentieth (20 th) anniversary of service (up to a maximum of twenty-five (25) days per year).
Twenty-five (22) years or more	Two and five twelfths (2-5/12) per month, starting on the month of his twenty-fifth (25 th) anniversary of service (up to a maximum of twenty-nine (29) days per year).
Twenty-eight (28) years or more	Two days and one-half (2-1/2) per month, starting on his twenty-eighth (28 th) anniversary of service (up to a maximum of thirty (30) days per year).

- (a) These holidays are calculated annually, based on the seniority of the employee on his start date anniversary. When an employee is granted a higher number of days of holidays, he shall be granted the additional days on a pro rata basis for the number of months left until December 31st.
- (b) An employee whose position ends before the end of the calendar year shall receive, for his annual leave, pay calculated on a pro rata basis of the pay provided for in this Article. Any underpayment shall be deducted from the employee's last pay.

- (c) An employee on authorized sick leave and any employee on unpaid leave, regardless of the reason, or after being laid off due to shortage of work, shall not accumulate annual leave during this period.

17.02 Statutory holidays

When a designated statutory holiday coincides with an employee's paid leave day, this day shall be counted as a statutory holiday, not as a leave day.

17.03 Illness during annual leave

If the employee's holidays are interrupted due to a serious illness, the periods of hospitalization and/or convalescence (if necessary) shall be considered sick leave, provided that the employee submits a medical certificate from his attending physician attesting to the length of his period of hospitalization and/or convalescence.

The part of the employee's holidays that is considered sick leave shall not be deducted from the holidays to which the employee is entitled.

17.04 Bereavement during holidays

In the case of a death in the family of an employee on leave, this employee shall have the right to substitute his leave for the days provided for in Article 18.04 (a) and (c).

17.05 Priority for holidays

- (a) The holiday period is from January 1st to December 31st of each year. The choice for holidays shall be determined by seniority. This choice must be given to the Employer during the month of March of the current year. A holiday table shall be posted by the Employer no later than April 30th of each year. The table shall not be modified without the consent of the Union and the Employer. From July 1st to August 31st, weekly holidays will have precedence over individual (daily) holidays in consideration of the operational needs of the Employer and restrictions provided for in Articles 17.05 (b) and (c) on the holiday periods and the number of employees that can take vacation.
- (b) Between May 1st and September 30th, the Employer shall allow three (3) employees of the Infrastructure and Engineering Services, two (2) employees of the finance department, excluding the last week of work of the months of July and August when only one (1) employee of the finance department shall be allowed to take his holidays, and one (1) white-collar employee in each of the other departments to take their holidays at the same time and two (2) employees of the Community Services to take their holidays at the same time between May 1st and August 15th.

- (c) A white-collar employee shall be allowed to take holidays from each of the municipal day-care centres between May 1st and August 31st. As is operationally feasible and within allowable provincial ratios, two (2) white-collar employees shall be allowed to take holidays from each of the municipal day-care centres during holiday periods as per applicable annual holiday calendars released by respective school boards. The Employer shall respond to such requests by September 30th of each year. Holidays in the day-care centres shall be limited to blocks of two weeks of leave at a time during this period. The Day-Care Services Department cook and administrative assistant positions are not included in the number of white-collar employees who are allowed to take holidays at the same time.
- (d) The number of employees who are permitted to take holidays at one time as outlined in Articles 17.05 (a) to 17.05 (c) shall be considered as the minimum number of employees permitted to take holidays at one time. The Employer may grant additional holidays above what is listed in this article as is operationally feasible when requested. Such requests shall not be unreasonably denied.

17.06 Uninterrupted holidays

All employees are entitled to take their holidays in an uninterrupted manner, unless a mutual agreement has been made between the employee and the Employer.

17.07 Carry-over of holidays

At the end of each calendar year, an employee shall be permitted to carry-over one (1) week of holidays into the next calendar year. In exceptional circumstances the Employer may approve additional carry-over into the next calendar year.

17.08 Authorization

An employee who has not chosen his annual holidays beforehand shall, forty-eight (48) hours before he leaves for his holidays, fill out an authorization form.

Where an employee has not communicated to the Employer his choice of holidays by September 30th of the current year, the Employer and employee shall meet to decide mutually agreeable dates for the employee to take his holidays. This mutual consultation does not derogate from the Employee's responsibility to take his holidays before December 31st.

17.09 Pay in the event of termination of employment

An employee whose position is terminated before the end of the calendar year

shall receive the value of his earned and unused holidays. It is understood that the used holidays that were not earned shall be deducted from the employee's pay.

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ARTICLE 18 – LEAVE OF ABSENCE

18.01 Union leave

An employee who is elected or appointed to represent the Union shall be entitled to, upon request made to the Employer, an unpaid authorized absence without loss of seniority to see to Union business. Only three (3) employees from different departments shall be allowed to leave at the same time. These absences must not exceed fifteen (15) days per year for the group of employees. Union leave related to negotiating the collective agreement are in addition to these and are not included in the permitted annual number.

During authorized leave, the employee's salary and related benefits are maintained by the Employer according to what would have been his regular working hours, provided that the Union reimburse the Employer the amount of the salary and related benefits within thirty (30) days following invoicing.

18.02 Full-time position with the Union

Any employee elected or chosen to fill a full-time position with the Union or an organization to which it is affiliated shall be entitled to leave without pay, without loss of seniority, for period equal to the effective collective agreement. An employee who holds a full-time position with the Union shall continue to accumulate his seniority.

Upon written request to this effect by the employee before the start of the leave, the Employer shall maintain the employee's salary and benefits according to what would have been his regular working hours, provided that the Union reimburse the Employer the amount of the salary and applicable benefits within thirty (30) days following invoicing.

At the end of his leave, the employee shall resume his previous duties, in the same shift and department and for the appropriate hourly rate, subject to changes that could have been made if the employee had not been on leave.

18.03 Leave for public services

The Employer recognizes the right of the employees to participate in public affairs. As a result, he shall grant unpaid leave, without loss of seniority, to any employee who makes a written request in order to run in federal, provincial, municipal or school elections.

Any employee elected for public office shall be entitled to unpaid leave, without loss of seniority, for the length of the public office term. It is understood that the employee will not accumulate seniority during this unpaid leave.

At the end of the term, the employee shall resume his previous duties, in the same shift and department and for the appropriate hourly rate, subject to changes that could have been made if the employee had not been on leave.

It is understood that an employee elected at the municipal level shall be considered resigned from his position with the City, in the event that the Municipal Elections Act, 1996, requires him to do so.

18.04 Bereavement leave

- (a) If an employee's spouse, child, father, mother, brother, sister, father-in-law or mother-in-law deceases, he shall be granted leave without loss of salary for five (5) work days. The latter must use one (1) of these days to attend the funeral or any other equivalent ceremony. When travelling more than 300 kilometers (one way) the employee is entitled to one additional day off.
- (b) If the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild deceases, he shall be granted leave without loss of salary for three (3) consecutive calendar days. The latter must use one (1) of these days to attend the funeral or any other equivalent ceremony. If the employee must travel more than 300 kilometers (one-way), he shall be granted an additional day of leave.
- (c) If the employee's aunt or uncle deceases, he shall be granted leave without loss of salary for one (1) consecutive calendar days. The day must be used to attend the funeral or any other equivalent ceremony. If the employee must travel more than 300 kilometers (one-way), he shall be granted an additional day of leave.
- (d) The employee shall be allowed to save one day of bereavement leave to attend a memorial service scheduled at a later date. This day must be used within twelve (12) months of the initial bereavement leave.
- (e) Upon his return, the employee must fill out the "Leave Request" form.
- (f) Subject to Article 17.04 - Bereavement during holidays, this leave shall not be granted if it coincides with any other scheduled leave under this collective agreement.

18.05 Pregnancy and parental leave

Pregnancy and parental leave shall be granted according to the Ontario *Employment Standards Act, 2000*, as amended by this article.

- (a) A pregnant employee who was hired at least thirteen (13) weeks before her due date shall be entitled to seventeen (17) weeks of leave without pay as maternity leave. The employee must notify the Employer two (2) weeks before the date on which her maternity leave starts.

- (b) An employee on pregnancy leave may take up to thirty-five (35) weeks or sixty-one (61) weeks of unpaid parental leave, provided that she requests it in writing at least two (2) weeks before the end of her pregnancy leave. The employee who has taken pregnancy leave must start her parental leave as soon as her pregnancy leave ends, unless the child has not yet come under her custody, care or control for the first time.
- (c) Leave for up to thirty-seven (37) weeks or sixty-three (63) weeks shall be offered to any new parent who has been employed for at least thirteen (13) weeks. In addition, parent shall mean a person with whom a child is placed for adoption and a person who maintains a relationship of some permanence with a child.
- (d) The Employer shall continue to pay contributions to group insurance and/or pension plans, unless the employee notifies the Employer in writing of his intention to not pay his part of the contributions. It is understood that, before leaving, the employee must provide post-dated cheques to the Employer for his part of the premiums during the length of the leave.
- (e) Sick leave and holidays shall accumulate for the period of leave.
- (f) When the employee returns from his parental and/or pregnancy leave, he shall regain the position he held before his leave. If the position he held before the leave has since been eliminated, the Employer shall offer the employee a position comparable to the one he held before his leave, without loss of salary or benefits.

18.06 Personal leave

An employee shall be entitled to paid leave without loss of seniority for the following reasons:

- (a) The employee's marriage: five (5) days of work (limited to one marriage in the course of his employment).
- (b) The birth of the employee's child: three (3) days of work. This shall include a person with whom a child is placed for adoption and a person who maintains a relationship of some permanence with a child.

18.07 Jurors or witnesses

Any employee who is chosen for jury duty or called as a witness to a court of law shall be entitled to leave without loss of seniority. In addition, the Employer

commits to reimburse the employee the difference between his actual salary and the witness fees he will have been paid as a juror or witness, excluding any mileage, travel or meal allowances. The employee shall provide the Employer with a voucher proving he was a juror or witness and including the amount received.

The above shall not apply when the employee is the defendant.

If an employee has received a subpoena for a case related to his duties with the Employer, the time spent before court shall be considered time worked at the expense of the Employer.

18.08 Family medical leave

- (a) Family medical leave shall be granted to an employee for a period of up to eight (8) weeks over a period of twenty-six (26) weeks, to provide care and offer support to a family member who may die within twenty-six (26) weeks.
- (b) The employee and Employer must continue to pay their respective premiums for the group insurance and pension plans during the leave.
- (c) The employee shall accumulate service credits during the leave.
- (d) Subject to the changes that could have been made if the employee had not been on family medical leave, he shall be reinstated to his previous duties, in the same shift and department and for the appropriate hourly rate.

18.09 Quarantine leave

Paid leave, corresponding to the number of days in isolation required by the Health Department shall be granted to an employee when the Employer puts the employee in quarantine. This provision only applies to the Day-Care Services Department.

18.10 Emergency leave

The Employer and the Union recognize that the provisions of this agreement related to paid leave, whether bereavement, personal or sick leave, have priority as right or benefit over the ten (10) unpaid emergency leave days provided for by the Ontario *Employment Standards Act*, with its amendments. If, for any reason, an employee is not granted paid leave in the circumstances justifying the granting of unpaid emergency leave under the *Employment Standards Act*, the employee may take any emergency leave that he still has, according to the eligibility requirements of the *Employment Standards Act*. Employees who take paid leave in situations falling within the unpaid emergency leave plan shall be deemed to have used one such emergency leave.

18.11 General authorized leave of absence

The Employer shall grant an unpaid authorized leave of absence for a maximum period of thirty (30) days, without loss of seniority, to an employee who makes a written request for a valid reason such as an emergency or family illness and occupational training. To be granted leave without pay, the employee must have used all his annual leave or accumulated overtime before requesting leave without pay. Such leave must have been authorized by the Employer who shall not refuse the leave without a valid reason.

18.12 Leave in the case of Workplace closure

If a work location is closed by the Employer for any reason thus preventing the employee from reporting to work or causing the employee to leave the work location early, and the employee is unable to perform their duties from home, then the employee shall not suffer a loss of pay for the time lost for the hours of scheduled work.

ARTICLE 19 – SICK LEAVE, PROFESSIONAL APPOINTMENTS AND PERSONAL EMERGENCY LEAVE

19.01 Definition

- a) “Sick leave” designates any period during which an employee has the right to be absent from his work following an illness, a disability, an accident not compensable under the terms of the *Workplace Safety and Insurance Act, 1997*, or because he is exposed to a contagious disease.

This article does not cover or replace Workplace Safety and Insurance Benefits as provided for by the *Workplace Safety and Insurance Act, 1997* or as amended from time to time.

- b) “Professional Appointments” designates any appointment with persons who are certified and/or covered by a professional body. This includes, but is not limited to, doctors, dentists, lawyers and accountants. This does not include tradespeople and non-medical technicians.
- c) “Personal Emergency Leave” as defined under the *Employment Standards Act, 2000* or amended from time to time. For greater clarity, it shall designate an urgent matter that concerns a parent, step-parent, foster parent, child, step-child, foster-child, grandparent, step-grandparent, grandchild, step-grandchild of the employee or of the employee’s spouse, spouse of a child, brother or sister of the employee.

19.02 Length of leave for the purpose of sick leave, professional appointments and personal emergency leave

Employees shall be granted sick leave for the purpose of sick leave, professional

appointments and personal emergency leave of one day and a quarter (1.25 days) for each month worked up to a maximum of fifteen (15) days of leave per year. This leave may not be accumulated from year to year.

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Any employee on unpaid leave, regardless of the reason, on authorized sick leave or following a lay-off due to shortage of work, shall not accumulate leave for the purpose of sick leave, professional appointments and personal emergency leave during his absence.

In the event an employee has not accumulated the amount of leave required to cover his sick leave and he has used his accumulated leave on the date of the illness, the employee shall be permitted to borrow one or more days of leave, up to a maximum of the amount of leave days to which the employee is entitled during the year. The employee shall reimburse the Employer, through payroll deductions, the full amount of leave borrowed, but not accumulated in a year. The employee commits to fill out any documents required for this deduction.

The employee shall receive an amount of 30% of the earned and unused leave for the purpose of sick leave, professional appointments and personal emergency leave at the end of the current year. The employee shall receive this amount with the first pay of January of the following year, at his daily pay rate in effect on December 31st of the previous year.

19.03 Leave for the purpose of sick leave, professional appointments and personal emergency leave deduction

Each day of work during which an employee is absent due to sick leave, professional appointments or personal emergency leave, with the exception of statutory holidays, shall be cut from his leave credit. Each absence shall be recorded to the nearest hour.

19.04 Proof of absence

- (a) The Employer shall require, from the employee proof of absence to be submitted to the Director of Human Resources, in the following cases:
 - i. in the case of illness exceeding three (3) work days.
 - ii. for any cumulative absence under this Article of more than seven (7) days during the calendar year not covered by a medical certificate;
 - iii. for sick leave taken the last day prior to or the first day following a statutory holiday, special holiday, annual holidays, or similar leave to which the employee is entitled;
- (b) The following shall constitute reasonable proof of absence as may be required by 19.04(a):
 - i. In the case of sick leave, a certificate from a qualified and regulated health care professional;
 - ii. In the case of leave for professional appointments, a confirmation

of appointment;

iii. In the case of Personal Emergency Leave, reasonable proof given the circumstances;

- (c) Employees must cooperate to ensure their prompt and safe return to work and may be required to provide information from the attending physician, namely the limits to work, restrictions and the prognosis for returning to regular tasks.
- (d) The Employer reserves the right to have the sick employee examined by a physician of his choice, at the Employer's expense, when the information provided by the attending physician of the employee proves to be insufficient.
- (e) A sick employee shall notify, as soon as possible, his immediate supervisor that he cannot come into work due to illness and shall, upon his return, fill out the "Leave Request" form

19.05 Priority for disabled employees

Any employee who is unable to perform his position's required tasks due to an accident, occupational illness or disability, shall be assigned to another existing job that he shall be considered able to carry out, if such a job is available, regardless of seniority provisions contained in this collective agreement, provided that, however, such a measure does not cause an employee with greater seniority to be bumped. At no point shall any party to the accommodation process fail to meet its obligations under any applicable legislation including the Ontario Human Rights Code (OHRC) and the Accessibility for Ontarians with Disabilities Act (AODA).

19.06 Unpaid leave for the purpose of sick leave, professional appointments and personal emergency leave

Any employee who is not eligible for leave for the purpose of sick leave, professional appointments or personal emergency leave or who is unable to return to work after having used such leave credits, shall be entitled to unpaid leave.

ARTICLE 20 – PENSION PLAN

20.01 Pension plan

The employees who meet the eligibility requirements shall join, as a condition of employment, the Ontario Municipal Employees Retirement System. The Employer and employees shall pay contributions, according to the plan's provisions.

ARTICLE 21 – GROUP INSURANCE

Employees who meet the eligibility requirements of the insurer may participate in the group insurance plan. The Employer shall pay 90% of the plan's premiums and eligible employees shall pay 10% of the premium.

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The Employer's only responsibility is to pay the premiums. For his part, the insurer shall decide on any issues related to eligibility or the right to compensation. This eligibility does not fall within the grievance settlement procedure or an arbitration decision.

The Employer shall provide each employee with a copy of the current pamphlet of the benefits provided for in this Article. The Employer reserves the right to change insurance company, at his discretion, and must notify the union if he plans to.

Group insurance: see the attached Annex "B".

ARTICLE 22 – PROFESSIONAL SECURITY AND INSURANCE FOR WORKPLACE ACCIDENTS

22.01 The Employer agrees to provide the employee and the Union with a copy of the Employer's Report of Injury/Disease (Form 7) sent by the Employer to the Workplace Safety and Insurance Board (WSIB).

ARTICLE 23 – TRAINING

23.01 Professional development training and activities

- (a) The Employer recognizes that it is in the interest of his employees and the Employer that the employees be allowed by the Employer to participate in professional development activities to develop their technical or theoretical skills, when these activities improve the employees' ability to perform the tasks and duties of their positions.
- (b) The Employer may, at his discretion, provide an annual budget for professional development training or other to the employees.
- (c) An employee who wishes to participate in a training activity must provide his immediate supervisor the duly completed "Formal Developmental Program" or "Professional Developmental Program" form and obtain authorization from the Employer to participate in the training.
- (d) Reimbursable costs include all registration fees, travel costs such as mileage, transportation, hotels, meals, etc. that must be associated with the professional development. At the request of the employee, he may be paid an advance for these reimbursable fees, after submitting supporting documents.
- (e) Reimbursement of costs associated with the professional development courses by the employees. This provision applies solely to courses and training, the cost of which exceeds \$1,000.00. If an employee voluntarily leaves his employment with the Employer, all the costs paid by the

Employer for the professional development of the employee shall be reimbursed by the employee as follows:

- If the employee leaves his position within one year following his professional development training, he must reimburse the Employer 75% of the training costs;
- If the employee leaves his position within two years following his professional development training, he must reimburse the Employer 50% of the training costs;
- If the employee leaves his position within three years following his professional development training, he must reimburse the Employer 25% of the training costs

23.02 Education leave

An employee may take a leave of absence without pay for a specified period to pursue and complete his studies. The employee must obtain prior approval from the Employer. During the leave without pay, the employee shall not accumulate seniority, holidays, sick leave or any other benefit provided for in this collective agreement.

ARTICLE 24 – PAYMENT OF SALARIES

24.01 Salary

The *salary* in effect for each employee is the salary listed in Annex “A” of this agreement.

24.02 Pay days

Salaries and wages shall be paid to the employees every two weeks, the Friday following the pay period, via direct deposit of funds at the bank chosen by the employee. For each payday, each employee will receive a statement of earnings and deductions.

24.03 Progression on the salary scale

All employees shall receive an increase of one level on the date of their employment anniversary.

24.04 Starting salary

- (a) Upon being hired, an employee shall receive the salary established by the Employer and corresponding to a level on the salary scale in effect.

- (b) If the Employer hires an experienced person, he may pay him at a rate higher than level 1, provided that this rate does not exceed level 3's rate. This person must however, wait a period of one (1) year before progressing to the next level.

24.05 Promotion

An employee who is promoted to a position with a salary that is higher than his own shall be ranked, in the new scale, at the level in which the salary is immediately higher than his own and retains his anniversary date for progression.

24.06 Position with a lower salary

An employee who applies for a position with a lower salary scale than his own shall accept to be ranked in the new scale at the level in which the salary is immediately lower than his own and retains his anniversary date for progression.

24.07 Demotion

An employee with a position that is ranked at a lower level retains his salary until the salary scale for his new position reaches the level or more than the salary he earns. He retains his anniversary date for progression on the salary scale of his new position.

24.08 Bumping or demotion to a lower position

An employee who bumps, is called back to a position or accepts a vacant position with a lower salary scale than his own shall be ranked in the new scale at the level in which the salary is immediately lower than the salary he earned in his previous position and retains his anniversary date for progression.

24.09 Bumping or promotion to a higher position

An employee who bumps an employee who occupies a position with a higher salary scale or who is called back to a position with a higher salary scale than his own shall be ranked in his new scale at the level in which the salary is immediately higher than the salary he earned in his previous position and retains his anniversary date.

24.10 Temporary transfers

Any employee who works temporarily as a replacement or is asked to perform the main functions of a unionized position that is higher paying and paid at a uniform salary rate shall be entitled to the fixed rate for this position for this entire period. An employee who is assigned to a position that is paid at a salary rate that is lower than his own shall not be subject to the corresponding salary reduction.

Any employee who works temporarily for a period of one (1) day or more as a replacement or is asked to perform the main functions of a position outside of the bargaining unit shall be entitled to earn the salary at the level closest to his regular salary without being subject to a salary reduction.

ARTICLE 25 – PREMIUMS AND INCENTIVES

25.01 On-call premium

An employee who is on-call must be called to work by his supervisor or “designate”. When the Employer notifies the employee in writing that he is on-call, that is to say, that he could be called immediately by telephone, he shall be paid his regular rate as follows:

- from Monday to Friday: an hour and a half (1.5) of salary per eight (8) hour shift or part of a shift.
- Saturday, Sunday and legal holidays: two (2) hours of salary per eight (8) hour shift or part of a shift.
- Christmas and/or New Year's Day: four and a half (4.5) hours of salary per eight (8) hour shift or part of a shift.

All hours worked by an on-call employee shall be paid at the rate provided for in Article 15 of this agreement. However, the hours paid when the employee is on call will not be considered as worked hours as provided for in Article 15 of the agreement and shall not be included in the calculation of weekly or daily hours.

Note: If an employee is on call on a weekend and a statutory holiday falls on a Friday, Monday or during that weekend, the employee shall be considered on-call on the statutory holiday, and will receive pay for having been on call on that day

25.02 Shift premium (blue-collar workers)

Employees whose hours fall between 4:00 p.m. and 7:00 a.m. receive a shift premium of \$1.50 per hour for all hours worked between 4:00 p.m. and 7:00 a.m.

The shift premium shall not apply to any hours paid at the overtime rate.

25.03 Weekend premium (Blue-collar workers)

Employees shall receive a shift premium of \$1.50 per hour for all hours worked between Friday at 4:00pm and Monday at 7:00am. In the case that employees are eligible for both the weekend premium and the evening

premium, only the evening premium shall apply.

The weekend premium shall not apply to any hours paid at the overtime rate.

25.04 Team leader premium

An employee may be assigned as team leader for his shift, or part thereof, by his superior, and he shall receive an hourly premium of \$2.00 per hour.

Where the Team Leader is absent (which includes but is not limited to off-site meetings and for training purposes), another employee in the same group shall be designated as a replacement and receive the premium for any hours worked as a Team leader.

25.05 Reimbursement of expenses

The Employer's policies on reimbursing expenses from trips, meals, representations, conferences, conventions, seminars and training currently in effect (or modified) shall apply to all employees covered by this collective agreement.

ARTICLE 26 – TASK DESCRIPTION, EVALUATION AND CLASSIFICATION

26.01 Job Description

The Union shall receive the current job descriptions for each position with the bargaining unit and again when it is modified.

26.02 Job evaluation

When tasks are modified or increased or when the Union and/or an employee considers that he was unjustly or incorrectly ranked, he must submit a written classification request to his immediate supervisor and a copy to the Chief Administrative Officer. If both parties recognize the need to change classifications, the salary rate shall be subject to negotiations between the Employer and the Union.

If both parties do not manage to reach an agreement on the reclassification and/or the salary rate of the position in question, the disagreement shall be submitted to the grievance committee or to arbitration. The new salary rate shall be retroactive from the date on which the employee filled the position in question.

ARTICLE 27 – GENERAL TERMS AND CONDITIONS

27.01 Adequate premises and facilities

The Employer shall make suitable premises and facilities available to employees in order for them to have their meals and put away and change their clothing.

27.02 Equipment and tools

The Employer commits to providing all the tools and equipment employees require to perform their duties.

27.03 Work clothing and equipment

The Employer shall at his expense, provide the following:

- hard hats, if required,
- work gloves or other as required by the employees of the Community Services and Infrastructure and Engineering Services to perform their functions,
- overalls required by the employees of the Community Services and Infrastructure and Engineering Services to perform their functions. For winter, the Employer shall provide insulated gloves and two (2) piece suits to the employees of the Community Services and Infrastructure and Engineering Services; the employees may keep their old clothing to carry out dirty jobs;
- Community Services and Infrastructure and Engineering Services Blue Collar workers will receive \$250 for the purchase of their work boots;
- hearing protectors, if required;
- protective, anti-slip footwear to arena employees;
- protective footwear, if required by the Service Manager.
- used footwear shall be returned upon the request of the Service Manager,
- the Employer shall provide a uniform to Law Enforcement Officers, Construction Inspectors and External Public Service Clerks.
- Day Care Services Department employees shall be reimbursed up to one hundred and twenty-five dollars (\$125) per year upon submission of receipts to the employer for the purpose of suitable clothing.

ARTICLE 28 – GENERAL

28.01 Use of the singular or the masculine

Every instance where the singular or the masculine gender is used in this agreement, it shall be considered to represent the plural or the feminine when the context requires.

28.02 Official text

- (a) Within thirty (30) working days following negotiations, the Employer shall, at his expense, have the collective agreement translated to English.
- (b) The French version of the collective agreement shall be the official version.

ARTICLE 29 – TERM OF THE AGREEMENT

29.01 Expiry date

The present agreement shall be mandatory and effective from January 1st, 2021, to December 31st, 2023, and afterwards, from year to year, unless one of the parties gives written notice to the other party, within ninety (90) days of the expiry date, of his desire to make amendments to it.

29.02 Amendment to the agreement

During the term of this agreement, any amendment deemed necessary to this agreement may be made by mutual agreement.

29.03 Prohibition on strikes and lockouts

The Union accepts to not go on strike and the Employer agrees to not order a lockout as long as this agreement is in effect. The terms “strike” and “lockout” have the meanings set forth in the Ontario *Labour Relations Act*.

29.04 Printing of the Agreement

The employer shall print a sufficient number of copies of the collective agreement in booklet form. The prints must include both English and French versions. The parties shall also share the costs for printing and translation equally.

The employer shall ensure that the documentation is distributed to all employees and that a sufficient number of copies is provided to the Union.

This agreement signed in this day of 2021.

For the Union

For the Employer

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Annex "A" Salary Scale – "White-Collars"

«WHITE-COLLARS» Group/Class & /Title		January 1 st	Level 1	Level 2	Level 3	Level 4
Class 1	<ul style="list-style-type: none"> Asset Management Analyst Project Co-ordinator Community Service Co-ordinator Engineer Activity Coordinator Technologist III Urban Planner III 	2021	\$38.282	\$39.833	\$41.426	\$43.062
		2022	\$38.856	\$40.430	\$42.048	\$43.708
		2023	\$39.487	\$41.087	\$42.731	\$44.419
Class 2	<ul style="list-style-type: none"> By-Law Co-ordinator Operations Co-ordinator 	2021	\$34.316	\$36.581	\$38.995	\$41.568
		2022	\$34.831	\$37.129	\$39.580	\$42.192
		2023	\$35.397	\$37.733	\$40.223	\$42.877
Class 3	<ul style="list-style-type: none"> Engineer Inspector Construction Inspector Urban Planner II Technologist II 	2021	\$30.391	\$32.027	\$34.142	\$36.394
		2022	\$30.847	\$32.508	\$34.654	\$36.940
		2023	\$31.348	\$33.036	\$35.217	\$37.540
Class 4		2021	\$28.753	\$30.670	\$32.587	\$34.504
		2022	\$29.184	\$31.130	\$33.075	\$35.021
		2023	\$29.658	\$31.636	\$33.613	\$35.591
Class 5	<ul style="list-style-type: none"> Finance Co-ordinator Asset Management Technician Urban Planner I Technologist I Financial Clerk 	2021	\$27.916	\$29.312	\$30.776	\$32.316
		2022	\$28.334	\$29.752	\$31.237	\$32.800
		2023	\$28.795	\$30.235	\$31.745	\$33.333

Class 6 A	• Tax Clerk	2021	\$29.052	\$29.966	\$30.916	\$31.902
		2022	\$29.488	\$30.415	\$31.380	\$32.381
		2023	\$29.967	\$30.910	\$31.890	\$32.907
Class 6 B	• Technicians	2021	\$25.878	\$27.759	\$29.758	\$31.897
		2022	\$26.267	\$28.176	\$30.204	\$32.376
		2023	\$26.693	\$28.633	\$30.695	\$32.902
Class 7	• Certified Educator	2021	\$23.468	\$25.601	\$27.767	\$29.949
		2022	\$23.820	\$25.985	\$28.184	\$30.398
		2023	\$24.207	\$26.408	\$28.642	\$30.892
Class 8	<ul style="list-style-type: none"> • Administrative Assistant • Client Service Centre Agent • Accounts Payable Clerk • Accounts Receivable Clerk • Cashier Clerk • Internal Clerk for Public Services • Cook 	2021	\$22.826	\$23.740	\$24.690	\$25.676
		2022	\$23.169	\$24.096	\$25.060	\$26.062
		2023	\$23.545	\$24.487	\$25.467	\$26.485
Class 9	• Non-Certified Educator	2021	\$22.289	\$23.165	\$24.079	\$25.026
		2022	\$22.624	\$23.513	\$24.440	\$25.401
		2023	\$22.991	\$23.895	\$24.837	\$25.814

Annex "A" Salary scale – "Blue-Collars"

«Blue-Collar» Group/Class & /Title		January 1 st	Level 1	Level 2	Level 3	Level 4
Class 1	• Mechanical Operator	2021	\$28.300	\$30.845	\$33.621	\$36.651
		2022	\$28.725	\$31.308	\$34.125	\$37.200
		2023	\$29.192	\$31.816	\$34.680	\$37.805
Class 2	<ul style="list-style-type: none"> • Law Enforcement Officer • Operator/labourer • Mechanic's helper • Facility Condition Assessment Agent 	2021	\$23.453	\$25.597	\$27.754	\$29.925
		2022	\$23.804	\$25.981	\$28.170	\$30.374
		2023	\$24.191	\$26.403	\$28.628	\$30.868
Class 3	<ul style="list-style-type: none"> • Laborer, Infrastructure and Engineering Services • Laborer, Community Services • External Clerk • Laborer, Environmental Services 	2021	\$22.386	\$23.234	\$24.094	\$25.027
		2022	\$22.722	\$23.583	\$24.455	\$25.402
		2023	\$23.091	\$23.966	\$24.853	\$25.815
Class 4	• Janitor	2021	\$19.683	\$20.447	\$21.271	\$22.107
		2022	\$19.978	\$20.754	\$21.590	\$22.438
		2023	\$20.303	\$21.091	\$21.941	\$22.803

Annex “B” – Group Insurance

GENERAL

Eligibility After three (3) months of employment; more than twenty-eight (28) hours per week.

Salary: Regular pay.

Dependent children: less than 18 years of age, less than 25 years of age, if student.

Common law spouse: Cohabiting for more than one year as common law spouses or married.

Program

1. Life insurance and MMA

Coverage 1x salary
Reduction 50% at 65 years, ending at 70 years
Conversion included
Maximum \$180,000
Life dependent 15 000 spouse / 2 000 children from the age of 15 days

2. Weekly benefits

Coverage 70% salary
Benefits 1 - 1 - 8 - 17
Maximum \$700
End of coverage retirement
Taxable no

3. Long-term disability

Coverage 66.67%
Waiting period 17 weeks
Maximum \$3,500
End of coverage 65 years
Taxable no
Integration CPP/ QPP
Conversion Yes
Definition of disability 24 months own job
Additional restrictions no

4. Health insurance

Deductible\$0

Coverage for paramedical services shall be provided to a maximum of \$1,000 per person, per year. Paramedical coverage extends to the following health professionals: Psychologist, Physiotherapist, Chiropractor, Podiatrist, Social Worker, Speech Therapist, Osteopathic Physician, Naturopath, Occupational Therapist, Registered Massage Therapist and Acupuncturist.

Coinsurance90%
Hearing aids..... \$1,000/5 years
Contact lens and glasses..... \$350/ 24 months
Hospital..... semi-private
Outside Canada no maximum
Medications.....included (without card)
Maximum medications\$15,000/year
Home care nursing\$5,000/year
Survivorship care 24 months
Orthopaedic shoes..... 90% - \$100 /year

5. Dental insurance

Coinsurance for basic treatment.....90%
Coinsurance for major treatment50%
Maximum.....\$2,000/year
Deductible0

Guide for current fees from the Ontario Dental Association

Note: This is only a summary of the insurance policy; employees must refer to the insurance policy for plan details.

LETTER OF UNDERSTANDING – PENSION PLAN

Between

Local 503 of the CUPE

And

the Corporation of the City of Clarence-Rockland

Pension Plan

The parties agree to the following:

Notwithstanding Article 20.01 of the collective agreement, the parties agree that former full-time employees of the Clarence Township, who previously decided to join a pension plan other than the OMERS, may maintain their membership in such a plan in which the employees and Employer contribute an equal share of 8% of the employee's salary, or join the OMERS pension plan.

This agreement signed in _____ this _____ day of _____ 2021.

For the Union

For the Employer

LETTER OF UNDERSTANDING – COMPRESSED SCHEDULE (WHITE COLLAR)

COMPRESSED SCHEDULE

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 503

AND

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

SUBJECT: COMPRESSED SCHEDULE

1. When allowed by the Employer, an employee will have the option to work a compressed schedule in relation to what is foreseen at Article 14 of the Collective Agreement. Blue collar workers may be considered for compressed schedules during summer hours as defined in Article 14.
2. The compressed schedule may be established on the basis of either two or four weeks. Two employees or more will alternate in order to cover the work hours necessary for the good functioning of the operations. By mutual consent between the manager and the employee affected, the day off work shall be determined on an agreed to schedule.
3. The compressed schedule shall consist of the following:
 - a. For employees' whose regular work day consists of seven (7) hours:
 - i. In the case of a four (4) week schedule, shall work an additional twenty-two (22) minutes on each of the nineteen (19) full work days and receive one (1) complete day off.
 - ii. In the case of a two (2) week schedule, shall work an additional twenty-seven (27) minutes on each of the nine (9) work days and be permitted to end work four (4) hours earlier on the agreed upon day.

- b. For employees' whose regular work day consists of eight (8) hours:
- i. In the case of a four (4) week schedule, shall work an additional twenty-five (25) minutes on each of the nineteen (19) full work days and receive one (1) complete day off.
 - ii. In the case of a two (2) week schedule, shall work an additional twenty-seven (27) minutes on each of the nine (9) full work days and be permitted to end work four (4) hours earlier on the agreed upon day.
4. Unless otherwise indicated in this letter of understanding, all the articles of the collective agreement apply. Notably, vacations, sick leave days and leave for personal reasons remain subject to the collective agreement and their total amount remain unchanged.
 5. Statutory holidays will be paid in accordance with the normal work schedule. In order to respect the compressed schedule, the twenty minutes shall be recovered and worked during the same week as the statutory holiday. If the statutory holiday is the same day as the day off work, the day off work will be taken the previous day, with twenty supplementary minutes worked in order to meet the modality of the program.
 6. Each request for a compressed schedule must be approved by the head of the department and must take into account the number of available employees, the good functioning of the operations and the period of the year. The Employer will advise the Union of employees who are taking part in the compressed schedule program. Such agreements shall last for one (1) year before being reviewed unless terminated by either party as set out in this letter.
 7. Authorized work in excess of the normal work periods of the compressed schedule will be compensated in accordance with Article 15 (overtime) of the Collective Agreement.
 8. Bereavement leave taken in accordance with Article 18.04 will not be superior to one day in a normal work schedule.
 9. An eligible employee wishing to withdraw from this program must give a minimum prior notice of four (4) weeks.
 10. This schedule will not apply to the month of December.
 11. No abuse will be tolerated. The Employer reserves the right to re-evaluate this program every six (6) months. It may be cancelled, or changes may be brought

for the proper functioning of business. In such a case, the Employer must forward a minimum prior notice of cancellation of four (4) weeks.

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