



## **COLLECTIVE AGREEMENT**

**THE CORPORATION OF THE CITY OF QUINTE WEST**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 799**

**April 1, 2020 - March 31, 2023**



# Collective Agreement

between

The Corporation of the City of Quinte West  
(hereinafter called the “Employer”)

Party of the first part

and

The Canadian Union of Public Employees  
and its Local 799  
(hereinafter called the “Union”)

Party of the second part

April 1, 2020 - March 31, 2023

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PREAMBLE:

Whereas it is the desire of both Parties to this Agreement:

- To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- To recognize the mutual value of joint discussions and negotiations in all matters pertaining to hours of work, wages and other working conditions;
- To encourage efficiency in operation;
- To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

Now therefore the Parties hereto agree as follows:

**Article 1 – Definitions**

- 1.01 "Regular Employee" shall mean an employee hired by the Employer to work on a permanent part time or full time basis, who is within the scope of this agreement and who is covered by all Articles of this agreement.
- 1.02 "Casual Employee" shall mean an employee who is hired by the Employer on a temporary basis to replace a Regular Employee who is absent due to leave of absence, vacation, illness or disability. The Casual Employee will be employed for the duration of the absence of the Regular Employee only. The Union shall be notified each time a Casual Employee is required to be hired.
- Casual employees may also be hired to perform temporary projects or assignments, or as additional complement, provided that the parties agree on the term of the hire should it be greater than twenty (20) consecutive working days.
- 1.03 "Seasonal Employee" shall mean an employee who is hired by the employer for a defined period of time not to exceed two hundred and ten (210) consecutive calendar days in Jurisdictional Group A, C or D.
- 1.04 It shall be considered a break in service only if the break between temporary assignments for Casual or Seasonal workers is more than ten (10) working days. Casual or Seasonal employees shall not be used to replace full time or part time workers.

## **Article 2 - Purpose**

- 2.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## **Article 3 - Scope**

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole collective bargaining agent for all employees of the Corporation of the City of Quinte West, save and except Managers, Supervisors, and Superintendents, persons above the rank of Manager, Supervisor, and Superintendent, persons employed in the office of the Chief Administrative Officer, persons employed in the Human Resources office, Executive Assistants, Senior Payroll and Benefits Coordinator, Chief Building Official, Payroll & Benefits Administration Clerk, Manager of Economic Development, Deputy City Clerk, Tourism Coordinator, Compliance Coordinator, persons employed in the IT/GIS Department and Students.

Clarity Note: Lifeguards, Day Camp Staff, Program Instructors, Crossing Guards, Seasonal Market Clerk, Arena Ticket Sellers and Canteen Staff are excluded from the bargaining unit.

## **Article 4 – Management Rights**

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, direct, classify, transfer, promote, increase and decrease staff complement; demote, discharge or discipline employees, except as specifically limited by this agreement, provided that an employee who has completed the probationary period may grieve such demotion, discharge or discipline as being without just cause;
  - (c) establish rules, regulations (copies of which shall be provided to the Union prior to their publication and implementation), policies and procedures which shall not conflict with this agreement;

- 4.01 (d) determine the nature, kind and location(s) of its operations, the services to be performed, the allocation and number of employees required from time to time, their hours of work and number of hours of work required, job content and qualifications therefore, and the extension, limitation, curtailment or cessation of operations in whole or in part.
- 4.02 The Employer agrees that none of the provisions set forth in this Article shall be exercised in a manner contrary to the express provisions of this agreement.

## **Article 5 - Recognitions and Negotiations**

- 5.01 The Employer or anyone authorized to act on its behalf hereby consents and agrees to negotiate with the Union or any authorized committee thereof in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 5.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit so as to result in a lay-off or reduction of regular hours of bargaining unit employees.
- 5.03 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Contract.
- 5.04 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement, any other bargaining agent in respect of any matters herein dealt with.
- 5.05 The Employer and the Union agree that this Collective Agreement shall cover four separate and distinct jurisdictional groups.
  - (a) Jurisdictional Group A shall consist of all employees employed in the Public Works & Environmental Services Department, save and except those included in Jurisdictional Groups B, C and D.
  - (b) Jurisdictional Group B shall consist of all office and clerical employees;
  - (c) Jurisdictional Group C shall consist of employees in the Economic Development and Tourism Services Division, Corporate and Financial Services Department and employees in the Public Works & Environmental Services Department Parks Division; save and except those included in Jurisdictional Group B;
  - (d) Jurisdictional Group D shall consist of all employees in the Water and Wastewater Treatment Plants.

## **Article 6 - No Discrimination or Harassment**

- 6.01 The Employer and the Union agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by the Employer or the Union or any of their representatives because of membership or non-membership or activity or non-activity in the Union.
- 6.02 The Employer, the Union, and employees agree to conduct their affairs in accordance with the *Ontario Human Rights Code, the Employer's Harassment and Discrimination Policy, the City's Workplace Code of Conduct and the Occupational Health and Safety Act*, all as amended from time to time.
- 6.03 The Employer and the Union recognize their joint responsibilities in providing a workplace free from harassment, including personal harassment, discrimination and violence.
- 6.04 Harassment in the workplace is defined as engaging in the course of vexatious comment or conduct against another person or persons in the workplace that is known or ought to reasonably be known to be unwelcome.
- 6.05 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training on the contents of the harassment policies and programs as well as legislation pertaining to the matters of harassment and discrimination.
- 6.06 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 6.07 An Employee who has filed a claim of harassment, or an employee who is being investigated due to a claim of harassment, or anyone called as a witness from the bargaining unit, will have the ability to have union representation at any and all meetings requested by the Employer, or a third party investigator, pertaining to such claim of harassment.
- 6.08 At the conclusion of any investigation of harassment, an employee who has had a claim of harassment filed against them, and/or an employee who has filed a claim of harassment, shall be entitled to receive a copy of the summary report of the investigation.
- 6.09 When the employer's Human Resources department receives a claim of formal harassment a third party investigator will be hired to determine if the claim has merit. The claim will not be shared with anyone other than the investigator and employees in the CAO's office at any time.



## **Article 7 – Check off of Union Dues**

- 7.01 The Employer agrees to deduct from every employee any monthly dues levied in accordance with the Union By-laws and owing by employees to the Union. Union dues shall be deducted commencing on the first day of employment.
- 7.02 Union dues shall be deducted from employee's pay cheques every two (2) weeks and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following such deductions.
- 7.03 The Employer shall, each month, supply the Secretary - Treasurer with an employee list from whom dues have been deducted and the amount of dues collected.
- 7.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

## **Article 8 – Information for New Employees**

- 8.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in Article 7 dealing with check off of union dues.
- 8.02 New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. A Union Steward or Representative shall be given an opportunity to meet each new employee within regular working hours as mutually agreed with the immediate Supervisor, without loss of pay, for a maximum of thirty (30) minutes.
- 8.03 In recognition of the need for appropriate orientation for new employees, in consultation with the Joint Health and Safety Committee, the Employer undertakes to deliver a formal orientation program for Regular, Casual and Seasonal employees including:
  - (a) general and workplace specific orientation, and
  - (b) documentation to verify the above.

## **Article 9 - Correspondence**

- 9.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Manager of Human Resources and the President and Recording Secretary of the Local with a copy to the National Representative.

The Union shall receive copies of all correspondence in relation to hiring, termination, resignation, retirement, leave of absences, discipline, layoff and recall of all bargaining unit employees as well as general correspondence relating to the Union and/or its members.

## **Article 10 - Labour/Management Negotiations**

### **10.01 Negotiation Committee**

The Parties have agreed to a Negotiating Committee as follows:

- One member of each Jurisdictional Group plus the President for the Union. One alternate will be permitted to attend as a replacement for any of the committee members regardless of their jurisdictional group.
- Not more than five (5) members of the Employer.

- 10.02 The members of the Union Negotiating Committee shall not lose regular pay during normal working hours while attending at negotiation meetings with the Employer. In addition, the members of the Union's Negotiating Committee will be given two (2) days off with pay for the purpose of preparing the Union's proposals prior to the commencement of collective bargaining for the renewal of this agreement.

### **10.03 Representatives of Union and Management**

- (a) The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees during any formal meetings with the Employer.
- (b) The Employer shall have the right at any time to have the assistance of a Labour Relations Consultant during any formal meetings with representatives of the Union.

#### 10.04 Labour Management Committee

It is agreed that a Labour/Management Committee will be established with up to five (5) representatives from each of the Union and the Employer. The Union and the Employer shall both endeavour to ensure representation from each jurisdictional group. This Committee shall meet no less than every three (3) months or at such other times as mutually agreed between the Union and the Employer. At least one (1) week prior to any meeting, the Union and the Employer shall exchange an agenda of those items proposed to be discussed at a Committee meeting. The purpose of Committee meetings will be to discuss and resolve issues on the agenda which are of mutual concern relating to bargaining unit concerns and employee issues which are not the subject matter of any outstanding grievances or collective bargaining. Labour Management Committee meetings will be held during normal working hours and Union Representatives shall not suffer any loss of pay for attendance at Committee meetings.

### **Article 11 - Seniority**

11.01 Seniority for regular employees shall be measured by length of service, and is defined as the length of time a regular employee has been employed by the Employer in the bargaining unit since last date of hire.

11.02 The Employer shall maintain a master seniority list showing the date upon which each employee's seniority commenced. In addition, the Employer shall maintain a jurisdictional group seniority list for lay-off purposes. Up-to-date master seniority lists and jurisdictional group seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year.

#### 11.03 Regular Employees

Newly hired regular employees shall not accumulate seniority and shall be considered on probation for a period of sixty (60) working days from date of hiring. The employment of such employee may be terminated at any time during this period of sixty (60) working days at the discretion of the Employer. After the sixty (60) working day probation period, the seniority of the newly hired employee shall be retroactive to the last date of hire. The employer may extend the probationary period for an additional forty (40) working days upon agreement with the Union provided that the grounds for such extension have been discussed with the employee and will not be unreasonably denied.

**11.04 Casual and Seasonal Employees**

- (a) The Employer shall have the right to engage Seasonal employees on a temporary basis for a period of no more than two hundred and ten (210) consecutive calendar days. If such employee is retained beyond the two hundred and ten (210) consecutive days the employee shall be classified as a regular employee and, as such, qualify for all benefits under this Agreement, effective on the date such employee acquires regular status except that seniority will date back to the last date of hire.
- (b) Only the following provisions of the Collective Agreement apply to Casual and Seasonal employees: Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11.04(a), 11.04(b), 11.06 (a), 11.06 (b), 12.02, 13.03 (a), 13.07, 14, 15, 16, 17.01, 17.02, 17.06, 17.07, 17.10, 17.11, 18.03, 20.03 (v), 21.01, 21.03, 21.09, 23, 26.01, 26.02, 26.03 and 28.

**11.05 Regular employees shall lose all seniority rights and be deemed to be terminated if:**

- (a) the employee is discharged for just cause and is not reinstated;
- (b) the employee resigns which resignation is not rescinded within forty-eight (48) hours;
- (c) the employee is absent from work in excess of three (3) working days without notifying their management supervisor or their designate, unless such notice was not reasonably possible;
- (d) After a lay-off, the employee fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause, the employee is unable to return to employment.
- (e) The employee is laid off for a period longer than eighteen (18) months.

**11.06**

- (a) It shall be the responsibility of employees to keep the Employer informed of their current mailing address and telephone number;
- (b) It shall be the responsibility of employees to personally notify the Employer as soon as possible in the event that any licence(s) required to perform their duties is suspended, is revoked or expires.

11.07 No employee shall be transferred to a position outside of the bargaining unit without the employee's consent. An employee shall retain seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. If an employee is transferred to a position outside of the bargaining unit they shall not be required to pay Union dues for that period. If an employee returns to a position within the bargaining unit, seniority will accumulate from the date of return and shall be added to previously accumulated seniority. A regular transfer outside of the bargaining unit shall be for a twelve (12) month duration, but in the case of a job protected leave, the Union shall extend such leave to eighteen (18) months, and seniority shall remain intact until such time as the bargaining unit member returns to a bargaining unit position. Should an employee remain outside of the bargaining unit for more than eighteen (18) months, all seniority will be forfeited..

## **Article 12 – Layoffs and Recalls**

12.01 The parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, regular employees shall be laid off in the reverse order of their seniority within their classification, providing there remain, regular employees who have the qualifications and ability to perform the available work. Regular employees shall be recalled, in order of seniority, to a position in their own Jurisdictional Group for which they are qualified and able to perform. No new regular employees will be hired until those laid off have been given an opportunity of re-employment.

12.02 (a) The Employer shall notify employees, who are to be laid off, and the Union two months before the lay-off is to be effective. If the employee laid off has not had the opportunity to work two months after notice of lay-off, the employee shall be paid in lieu of work for that part of two months during which work was not made available. Notwithstanding the foregoing, Casual and Seasonal employees shall be given a minimum of one week's notice of lay-off.

(b) Seasonal and Casual employees shall be laid off from their Jurisdictional Group, in reverse order, based on the date of hire in the current year, provided always that there remain employees who have the qualifications and ability to perform the available work.

(c) Seasonal and Casual employees who are rehired in the current year, in which they have been laid off, shall be rehired subject to qualifications, ability to perform the available work, and satisfactory performance record, based on the date of hire in the current year.

12.03 The Employer agrees to pay its portion of the premiums necessary to maintain laid off employees' enrolment in the Extended Health Care and Dental Benefit Plans in which the employee was enrolled in circumstances where employees are laid off for

a period of less than two (2) months. Subject to the provisions of the policies of insurance providing such coverage, employees who are laid off for a period of more than two (2) months, may make arrangements for the pre-payment of the premiums necessary to maintain their enrolment in those Extended Health Care and Dental Benefit Plans in which employees were enrolled prior to their lay-off. Employees shall be entitled to maintain such coverage for a period of up to one hundred and eighty (180) days after they are laid off.

#### 12.04 Definition of a Lay-Off

A lay-off shall be defined as a reduction in the regular work force or a permanent reduction in the regular hours of work as defined in this Agreement.

12.05 Should a lay off occur, such regular employees who receive notice of lay-off may exercise their seniority rights and bump junior employees provided the senior employees are qualified and able to perform the work of the junior employee, in the following sequence:

- (a) the most junior employee(s) in the classification of the layoff;
- (b) the most junior employee(s) in the pay grade in which the classification of the layoff exists; or
- (c) the most junior employee(s) in lower paying classification(s) of the layoff.

Where a regular employee exercises their right to displace they will be paid at the same step in the new pay grade that they occupied prior to the layoff notice being issued.

### **Article 13 – Promotions and Staff Changes**

13.01 The Employer shall notify the Union by email of any promotional opportunity and will post notice on the electronic bulletin board for a minimum of ten (10) calendar days in order that employees are given an opportunity to apply for such position.

13.02 Such notice shall contain the following information:

- nature of position;
- required educational qualifications;
- required skills, ability and experience;
- shift;
- wage or salary range.

- 13.03 (a) For the purpose of promotions and staff changes the order of consideration shall be as follows: Regular bargaining unit members, Seasonal employees, Casual employees, and external candidates.
- (b) Both parties recognize that internal job opportunities should increase in proportion to length of service. Therefore, in making staff changes, first consideration shall be given to bargaining unit employees.
- 13.04 (a) All things being relatively equal, appointment shall be made of the applicant with the most seniority who has the skill, ability, experience and qualifications required for the position.
- (b) The successful applicant shall be given a trial period of forty (40) working days. Conditional on satisfactory performance, such trial promotion shall become permanent after the trial period. In the event that the successful applicant proves unsatisfactory in the position during the trial period, the applicant shall be returned to their former position without loss of seniority or former salary and any other employee promoted or transferred because of the re-arrangement of the positions shall also be returned to their former position without loss of seniority or former salary. The successful applicant shall also have the option of returning to their former position during the trial period without loss of seniority or former salary. The vacant position will then be filled from the unsuccessful applicants who meet the selection criteria and failing that, by such other method as the Employer requires.
- 13.05 The Union shall be notified in writing five (5) days prior to making arrangements, hires, lay-offs, or recall, except for transfers pursuant to Article 13.06 below, and immediately upon any termination of employment.
- 13.06 Temporary transfers of not more than thirty (30) working days, unless extended by mutual agreement by the Employer and the Union, need not be posted.
- 13.07 If a vacancy has not been filled after the provisions of Article 13 have been followed, Seasonal and Casual employees shall be considered before the position is externally advertised.
- 13.08 Training

All employees after successfully completing their probationary period shall be afforded an opportunity for training and/or professional development on an ongoing basis as required by the Employer or as required by the position. Senior employees shall have the priority provided they possess the prerequisite skills for enrolment.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

- (a) In those cases where the Employer requires an employee to take a specific course of study, the Employer shall pay all necessary costs as and when the same are incurred by the employee, including travel expenses, and any other obligatory costs related thereto. The employee shall attend such courses without loss of regular wages. Per diems shall be paid to the employees in advance.
- (b) If the Employer requests that an Employee take an improvement course to further their development relative to their current employment with the City, provided such course of instruction has received prior written approval of the Department Director or their designate, the Employer shall reimburse the employee 100% of the net enrolment costs of a course of instruction taken by such Employee to further their training relative to their current employment with the Employer.

Reimbursement shall be provided to the employee only upon documented proof of successful course completion. It is recognized that employees shall be taking the aforesaid course of instruction at a time other than during the normal work period, unless specific approval for time off is granted by the appropriate Department Director or their designate. Such approval will not be unreasonably denied.

## **Article 14 - Grievance Procedure**

- 14.01 If there occur grievances arising between the Employer and an employee respecting the interpretation, application or administration of this Collective Agreement, an earnest effort shall be made to settle such differences fairly and promptly in the following manner:
  - (a) The Employer acknowledges the right of the Union to appoint or otherwise select, a Grievance Committee of two (2) members who shall be Employees of the Employer. The personnel of such Committee shall be communicated to the Employer.
  - 14.01 (b) In order that grievances shall not be harboured and shall be handled without delay, it is agreed that no grievance shall be considered where the alleged circumstances arose more than fifteen (15) working days prior to its registration in Step One below.
  - (c) Employees and their steward may request their Supervisor to handle a specific problem where the actual details are clearly identified. The employee and the steward will make every effort to remedy the situation with the Supervisor before it is formalized in writing as a Step One.

### **14.02 Step One**



If the problem is not remedied by the supervisor, it shall be placed in writing on a standard grievance form with the full details of the grievance clearly identified including, if applicable, the clause or clauses of the Collective Agreement alleged to have been violated. It may be signed by the employee involved and in all cases by a steward or a member of the Executive. The supervisor shall give a reply in writing to the steward as soon as possible, but not more than five (5) working days after the grievance has been presented in writing.

#### 14.03 Step Two

If the grievance is not settled at Step One, the written grievance may be referred to the Department Director by the employee(s) concerned together with the steward or member of the Executive. Such a grievance must be referred within five (5) working days after a written answer has been given at Step One. The Director shall provide a notice of the decision, in writing to the Union, as soon as possible but not more than five (5) working days after receiving the written grievance.

#### 14.04 Step Three

If the grievance is not settled at Step Two, the matter shall be referred to the Chief Administrative Officer or their designate by the Union within five (5) working days of the date when the steward received a reply in writing from the Manager of Human Resources. A grievance meeting will be arranged by the Chief Administrative Officer with the Union grievance committee within five (5) working days after receipt of the grievance. The Chief Administrative Officer or their designate shall reply in writing to the Union within five (5) working days if the matter is not resolved at this grievance meeting.

14.05 Where a grievance involves general policy or has been submitted on behalf of a group of employees, Step One of the grievance procedure will be omitted and the grievance may commence at Step Two.

14.06 The Employer shall supply the necessary facilities for the grievance meetings.

14.07 In the event a grievance mediator is requested, a referral to arbitration shall be delayed until after the last day of grievance mediation, at which time the time frame referred to in Article 15.01 regarding the referral of the grievance to arbitration shall be deemed to commence. In no event will the grievance mediation meeting be held later than sixty (60) days from the date on which the grievance mediator accepts the appointment unless mutually agreed upon in writing between the Employer and the Union.

14.08 The Parties shall jointly share the expense of the grievance mediator.

### **Article 15 - Arbitration**

15.01 In those cases where the difference arising between the parties relates to the interpretation, application or administration of the provisions of this Collective Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this agreement has been violated, either of the parties, may, within twenty (20) working days after exhausting the grievance procedure as outlined in Article 14, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notice shall contain the name and address of the first party's appointee to the Arbitration Board, as well as the details of the grievance including a precise statement of the matter in dispute.

The recipient of the notice shall, within ten (10) working days, advise the other party of the name and address of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be Chairperson.

If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the specified time limit, either party may request that the appointment(s) be made by the Minister of Labour for Ontario.

#### 15.02 Who May be an Arbitrator/Appointee

No person shall be selected as a member of an Arbitration Board, who:

- (i) is acting or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.
- (ii) has any pecuniary interest in the matters referred to the Board.

#### 15.03 Decisions of the Board

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

In no event, however, shall any Board of Arbitration have the authority to make any decision which is inconsistent with the terms of this Agreement or to change, alter, modify, or amend any of the provisions of this Agreement. The Board shall deal solely with the matter in dispute within the confines of this Collective Agreement.

#### 15.04 Discipline or Discharge Cases

In the event that a Board of Arbitration deals with a matter relating to discharge, suspension, or disciplinary action, then the Board has the authority to reinstate an employee with or without full or partial compensation for salary and any other benefits lost, or to make any award it may deem just or reasonable which would be consistent with the terms of this Agreement.

15.05 Expense of the Board

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints.
- (b) One half of the fees and expenses of the Chairperson.

15.06 It is agreed that the time limits referred to in Article 14 and Article 15 may be extended by written mutual consent.

15.07 Nothing in this agreement shall prevent the Union or the Employer from exercising its rights to use Section 49 of the *Labour Relations Act, 1995*.

15.08 At any stage of the grievance or arbitration procedure, the parties may have the assistance of grievors as witnesses and reasonable arrangements will be made to permit the Arbitration Board or sole Arbitrator to have access to any part of the Employer's premises in order to view any working conditions which may be relevant to the grievance.

15.09 Notwithstanding the above, the Employer and the Union may agree to have the grievance heard by a sole Arbitrator.

## **Article 16 – Discipline Discharge Cases**

16.01 A Department Director may suspend an employee. The employee and the Union shall be advised promptly, in writing, of the reason for such suspension.

16.02 A regular employee may be dismissed only for just cause and only upon the authority of the Chief Administrative Officer or their designate. The employee and the Union shall be advised promptly, in writing, of the reason for such dismissal.

16.03 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

- 16.04 An employee considered by the Union to be wrongfully or unjustly discharge or suspended, shall be entitled to a hearing under Article 14 - Grievance Procedure Step #1 of the Grievance Procedure shall be omitted in such cases. Discharge cases as authorized by the CAO or their designate shall automatically proceed to Step 3.
- 16.05 In the event that an employee is subject to disciplinary action, such employee shall have the presence of a steward during any disciplinary investigation meeting and at any meeting at which an employee will be disciplined.
- 16.06 An employee shall have the right to arrange an appointment to view their own personnel file during the normal office hours of the Human Resources Department. An employee shall have the right to copies of any material contained therein. An employee has the right to respond to any document in this file and such written response will become part of the file.
- The viewing shall be in the presence of the Human Resources Manager or their designate.
- 16.07 Any record of disciplinary action shall be removed from an employee's file after a period of eighteen (18) calendar months where no further discipline has been issued.

## **Article 17 – Hours of Work and Overtime**

17.01 The purpose of this Article is to define the normal hours of work and when employees are entitled to overtime payment and are not a guarantee of hours of work per day or per week.

### **17.02 Jurisdictional Group "A"**

- (a) Subject to 17.02 (b) and 17.02 (c) the hours of work for jurisdictional group "A", except Mechanics, shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive. Normally the hours of work shall be 7:30 a.m. to 4:00 p.m. with a one half (½) hour unpaid lunch and two (2) paid fifteen (15) minute breaks, one in each half of the shift.
- (b) From the first day of the pay period in which April 15<sup>th</sup> falls until the last day of the pay period in which the following September 30<sup>th</sup> falls, the normal hours of work for Jurisdictional Group A shall be 7:00 a.m. to 4:30 p.m., Monday to Thursday with a half (½) hour unpaid lunch and 7:00 a.m. to 11:00 a.m. on Fridays.
- (c) Between November 1st and March 31st of the following year, the Employer reserves the right to call out employees after 4:00 a.m. but prior to 7:30 a.m. to commence their normal shift at regular hourly rates for winter control purposes, such shifts to be for a regular eight (8) hour per day period. Employees receiving a call to work that is received prior to 4:00 a.m. shall be paid a premium of \$15.26 (2020), \$15.53 (2021), \$15.80 (2022) for attending each time. Employees shall be paid a shift premium of \$1.38 (2020), \$1.40 (2021), \$1.42 (2022) per hour for all hours worked.
- (d) The hours of work for Mechanics shall be eight (8) hours per day and forty (40) hours per week. The work day shall consist of a day shift normally commencing at 7:00 a.m. and an evening shift normally commencing at 3:30 p.m., Monday to Friday. Employees will receive a one half (½) hour unpaid lunch and two fifteen (15) minute paid breaks, one in each half of the shift. Starting times can be varied by up to one (1) hour to meet the operational needs of an employee's work site.
- (e) Jurisdictional Group "A" personnel shall be paid \$36.45 (2020), \$37.09 (2021), \$37.74 (2022) for each day that they are assigned to be on call. Jurisdictional Group "A" personnel shall also receive one (1) day off in lieu for being on call on any of the ten (10) paid holidays listed in Article 18.01.

- 17.02 (f) In the event the Employer assigns employees to work as a patrol person, such employee will be required to work shifts at hours other than those set out in Article 17.02 (a) and will be paid a shift premium of \$1.38 (2020), \$1.40 (2021), \$1.42 (2022) for each hour worked outside the normal hours of work defined in 17.02 (a).
- (g) All work performed by employees beyond the scheduled work day as determined by Article 17.02 (a), 17.02 (b), or 17.02 (c), or 17.02 (d), shall be considered overtime. All overtime must be approved in advance by an employee's supervisor. Overtime shall be paid at the rate of time and one half (1½) the employee's regular hourly rate except that overtime worked on a Sunday or paid holiday shall be paid at double (2x) the employee's regular hourly rate.
- (h) Employees who are called to work in an emergency situation outside regular working hours, shall be paid a minimum of three (3) hours at time and one half (1½) times the employee's regular hourly rate, except on Sundays, and recognized paid holidays, when the employee will be paid at double (2x) the employee's regular hourly rate. Any call back received during the call back period of three (3) hours shall not be considered a new call back. This Article has no application where an employee has been assigned hours of work in accordance with Article 17.02 (c).
- (i) The following guidelines have been established in order to set the parameters around the hours of work and duration of the work, duties to be assigned and the selection process regarding the winter and summer night maintenance shifts.
1. The winter maintenance night shift shall be eight (8) hours per day, forty (40) hours per week, Sunday to Thursday inclusive. The normal hours of work shall be 11:00 pm to 7:30 am; with one half (½) hour unpaid lunch and two (2) paid fifteen (15) minute breaks, one in each half of the shift.
  2. The summer maintenance night shift shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive. The normal hours of work shall be Monday to Thursday from 4:00 am to 1:30 pm and Friday from 4:00 am to 8:00 am with one half hour unpaid lunch (excluding Friday) and two (2) paid fifteen (15) minute breaks, one in each half of the shift (one on Friday).
  3. Employees who work on the maintenance night shift will be paid a night shift premium for all hours worked on that scheduled shift only. The night shift premium is paid at regular hourly rates plus a shift premium of \$1.38 (2020), \$1.40 (2021), \$1.42 (2022) per hour for all hours worked.

Employees receiving a call to work that is received prior to 7:30 p.m. shall be paid a premium of \$15.26 (2020), \$15.53 (2021), \$15.80 (2022).

- 17.02 (i)
4. The winter maintenance night shift shall commence in the first week in which November 30<sup>th</sup> falls and will last until the Thursday in which the following March 31<sup>st</sup> falls.
  5. The summer maintenance night shift shall commence in the first week in which April 1<sup>st</sup> falls and will last until the week in which November 30<sup>th</sup> falls.
  6. All work performed by employees beyond the scheduled work shift as determined above, shall be considered overtime. All overtime must be approved in advance by the employee's supervisor. Overtime shall be paid at the rate of one and one-half (1½) the employee's regular hourly rate except that overtime worked on Sunday prior to 11:00 pm or a paid holiday shall be paid at double (2x) the employee's regular hourly rate.
  7. The Employer shall post notice of the maintenance night shifts in the Employer's Offices, shops and on all bulletin boards for a minimum of two (2) calendar weeks in order that employees are given an opportunity to apply for these shifts.
  8. Both parties recognize that job opportunity for these maintenance night shifts should increase in proportion to length of service. Therefore in making the assignment to these maintenance night shifts, appointment will be made of the employees with the most seniority who have the skills, ability, experience and qualifications required for the positions.
  9. In the event that an insufficient number of Employees are obtained through the application of the process referenced above, Employees holding the proper classification will be assigned by the Employer to the maintenance night shift in reverse seniority order.
  10. In the absence/sickness of an Employee(s) or matters beyond the control of the Employer in regards to the maintenance night shifts, the Employer has the right to assign an employee(s) to the shift. Assignment shall first be made of those in the supplement pool specified in item 14. If all of these individuals are working, the employer has the right to assign an employee(s) to the shift. Assignment shall be made of those holding the proper classification in reverse order of seniority.
  11. The duties of the employees working the maintenance night shifts will be those contained in their job descriptions.

12. The starting location of maintenance night shifts shall be determined by the Employer.
- 17.02 (i) 13. Employees wishing to rotate week on week off the maintenance night shift schedule will be permitted to do so in order to consider family responsibilities if the following conditions are met.
  - i. Rotation must be based on seniority, skills, abilities, experience and qualifications.
  - ii. There must be adequate number of qualified staff to fill the rotation.
  - iii. The shift rotations must be approved by the Manager.
14. An adequate number of Employees as prescribed by the Employer will be chosen from postings or assigned for regular maintenance night shift duties. Three employees will be chosen from postings or assigned to fill a pool to supplement maintenance night shifts as required.
15. All other applicable Articles of the Collective Agreement are in full force and effect.

### 17.03 **Jurisdictional Group "B"**

- (a) The hours of work for Jurisdictional Group "B" shall be seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday inclusive. The work day shall normally commence at 8:30 a.m. and employees will receive a one (1) hour unpaid lunch and two (2) fifteen (15) minute paid breaks, one in each half of the shift. Starting times can be varied by up to one (1) hour to meet the operational needs of an employee's work site.
- (b) From the first day of the pay period in which April 15<sup>th</sup> falls until the last day of the pay period in which September 30<sup>th</sup> falls, Jurisdictional Group "B" shall work a summer schedule consisting of seventy (70) hours in less than the normal ten (10) day/two (2) week schedule, inclusive of two (2) paid fifteen (15) minute breaks, one in each half of the shift, and an unpaid forty-five (45) minute lunch. The schedule will be approved by the departmental director at least two (2) weeks prior to the commencement of the summer hours beginning after employees in the department have, in order of seniority, agreed to it. Authorized period of work in excess of the regular working hours specified in the schedule will be compensated in accordance with Article 17.03(c) herein.

The hours of work will be one of the four (4) schedules as outlined below.



17.03 Continued

Schedule A

Schedule B

| Day       | Start Time | End Time | Hours Worked | Day       | Start Time | End Time | Hours Worked |
|-----------|------------|----------|--------------|-----------|------------|----------|--------------|
| Monday    | 8:00 am    | 4:30 pm  | 7.75         | Monday    | OFF        |          |              |
| Tuesday   | 8:00 am    | 4:30 pm  | 7.75         | Tuesday   | 8:00 am    | 4:30 pm  | 7.75         |
| Wednesday | 8:00 am    | 4:45 pm  | 8.00         | Wednesday | 8:00 am    | 4:45 pm  | 8.00         |
| Thursday  | 8:00 am    | 4:30 pm  | 7.75         | Thursday  | 8:00 am    | 4:30 pm  | 7.75         |
| Friday    | 8:00 am    | 4:30 pm  | 7.75         | Friday    | 8:00 am    | 4:30 pm  | 7.75         |
|           |            |          |              |           |            |          |              |
| Monday    | 8:00 am    | 4:30 pm  | 7.75         | Monday    | 8:00 am    | 4:30 pm  | 7.75         |
| Tuesday   | 8:00 am    | 4:30 pm  | 7.75         | Tuesday   | 8:00 am    | 4:30 pm  | 7.75         |
| Wednesday | 8:00 am    | 4:30 pm  | 7.75         | Wednesday | 8:00 am    | 4:30 pm  | 7.75         |
| Thursday  | 8:00 am    | 4:30 pm  | 7.75         | Thursday  | 8:00 am    | 4:30 pm  | 7.75         |
| Friday    | OFF        |          |              | Friday    | 8:00 am    | 4:30 pm  | 7.75         |

Schedule C

Schedule D

| Day       | Start Time | End Time | Hours Worked | Day       | Start Time | End Time | Hours Worked |
|-----------|------------|----------|--------------|-----------|------------|----------|--------------|
| Monday    | OFF        |          |              | Monday    | 8:00 am    | 4:30 pm  | 7.75         |
| Tuesday   | 8:00 am    | 4:30 pm  | 7.75         | Tuesday   | 8:00 am    | 4:30 pm  | 7.75         |
| Wednesday | 8:00 am    | 4:45 pm  | 8.00         | Wednesday | 8:00 am    | 4:45 pm  | 8.00         |
| Thursday  | 8:00 am    | 4:30 pm  | 7.75         | Thursday  | 8:00 am    | 4:30 pm  | 7.75         |
| Friday    | 8:00 am    | 4:30 pm  | 7.75         | Friday    | 8:00 am    | 4:30 pm  | 7.75         |
|           |            |          |              |           |            |          |              |
| Monday    | 8:00 am    | 4:30 pm  | 7.75         | Monday    | 8:00 am    | 4:30 pm  | 7.75         |
| Tuesday   | 8:00 am    | 4:30 pm  | 7.75         | Tuesday   | 8:00 am    | 4:30 pm  | 7.75         |
| Wednesday | 8:00 am    | 4:30 pm  | 7.75         | Wednesday | 8:00 am    | 4:30 pm  | 7.75         |
| Thursday  | 8:00 am    | 4:30 pm  | 7.75         | Thursday  | 8:00 am    | 4:30 pm  | 7.75         |
| Friday    | 8:00 am    | 4:30 pm  | 7.75         | Friday    | OFF        |          |              |

- (c) All work performed by employees beyond the scheduled work day as determined in 17.03 (a) and 17.03 (b) above will be considered overtime. All overtime must be approved in advance by an employee's supervisor. Overtime shall be paid at the rate of time and one half (1½) the employee's regular hourly rate except that overtime worked on a Sunday or recognized paid holiday shall be paid at double (2x) the employee's regular hourly rate.
- (d) Employees who are called to work in an emergency situation outside regular working hours, shall be paid a minimum of three (3) hours at time and one half (1½) times the employee's regular hourly rate, except on Sundays, and recognized paid holidays, when the employee will be paid at double (2x) the employee's

regular hourly rate. Any call back received during the call back period of three (3) hours shall not be considered a new call back.

- (e) Jurisdictional Group "B" personnel shall be paid \$36.45 (2020), \$37.09 (2021), \$37.74 (2022) for each day that they are assigned to be on call. Jurisdictional Group "B" personnel shall also receive one (1) day off in lieu for being on call on any of the ten (10) paid holidays listed in Article 18.01.

#### **17.04 Jurisdictional Group "C"**

- (a)
  - (i) The hours of work for Jurisdictional Group "C" Arena Operators/Labourers and Facility Foreperson shall be eight (8) hours per day and forty (40) hours per week. The work day shall normally commence at seven (7:00) a.m. or three (3:00) p.m. Monday to Friday and six thirty (6:30) a.m. or two thirty (2:30) p.m. on Saturday and Sunday. The exception to these hours is the schedule of working hours and shifts for arena operators/labourers attached hereto as Appendix "C" for the winter operations and Appendix "D" for the summer operations. Employees will receive a one half (½) hour paid lunch and two (2) fifteen (15) minute paid breaks, one in each half of the shift. Starting times can be varied by up to one (1) hour to meet the operational needs of an employee's work site. It is understood that the Facility Foreperson will rotate with the operator's schedule attached hereto as Appendix "C" for the winter operations. The hours of work for the Facility Foreperson shall be forty (40) hours per week, Sunday to Saturday inclusive.
  - ii) The Employer will schedule two (2) consecutive days off per week except when scheduled in accordance with Appendix 'C' or Appendix 'D' attached hereto.

Arena Employees shall normally be scheduled from Sunday to the following Saturday. The winter operations schedule which is attached hereto as Appendix 'C' shall commence October 1st and last until April 30th. The summer operations schedule shall commence May 1st and will last until September 30<sup>th</sup>. The summer schedule shall be posted at least two (2) weeks in advance of the commencement of the summer schedule. \*Notice of vacation shall be provided four (4) weeks in advance, however, requests made less than four (4) weeks in advance shall be not unreasonably denied.

At any time either party wishes to amend Appendix 'C' or Appendix 'D' attached, notice shall be given to the other no less than one month prior to the possible changes taking affect to meet and discuss the schedule of the operators and agree to any changes proposed.

iii) All employees (labourers, operators, facility foreperson) working on a regular rotating shift in the arenas shall receive an annual flat sum of \$1000 to be paid the first pay period in December of each year. Newly hired employees shall receive a prorated sum based upon their start date.

- (b) Custodial staff hours of work will be forty (40) hours per week. The weekday shift shall be Monday to Friday 7:00 a.m. to 3:30 p.m. and the weekday afternoon shift shall be Monday to Friday 12:00 p.m. to 8:30 p.m. The weekend day shift shall be Thursday to Monday 7:00 a.m. to 3:30 p.m. and the weekend afternoon shift shall be 12:00 p.m. to 8:30 p.m. Custodial staff will receive one half hour ( $\frac{1}{2}$ ) unpaid lunch with two (2) fifteen (15) minute paid breaks, one in each half of the shift. Start times can be varied by up to one hour to meet operational needs of the employee's work site.
- (c) Special Events Coordinator hours of work shall be seven (7) hours per day and thirty-five (35) hours per week with an unpaid one (1) hour lunch and two fifteen minute paid breaks, one in each half of the shift. Special Events Coordinators shall normally be scheduled from Sunday to the following Saturday. The employer agrees to post a two (2) week schedule at least two (2) weeks in advance.
- (d)
  - (i) The hours of work for Jurisdictional Group "C" Parks division employees shall be eight (8) hours per day and forty (40) hours per week. The work day shall consist of a day shift normally commencing at seven (7:00) a.m. and an evening shift normally commencing at three-thirty (3:30) p.m. Sunday to Saturday. Employees will receive a one half ( $\frac{1}{2}$ ) hour unpaid lunch and two fifteen minute paid breaks, one in each half of the shift. Starting times can be varied by up to one hour to meet the operational needs of an employee's work site. Employees required to remain on site shall receive a one half ( $\frac{1}{2}$ ) hour paid lunch. The employer agrees to post a two (2) week schedule at least two (2) weeks in advance for regular parks employees in the summer. The schedule will run from Sunday to Saturday.
  - ii) Between November 1<sup>st</sup> and March 31<sup>st</sup> of the following year, the Employer reserves the right to call out employees in Parks division, Monday to Friday after 4:00 a.m. but prior to 7:00 a.m. to commence their normal shift at regular hourly rates for winter control purposes, such shifts to be for a regular eight (8) hour per day period. Employees receiving a call to work that is received prior to 4:00 a.m. shall be paid a premium of \$15.26 (2020), \$15.53 (2021), \$15.80 (2022) for attending each time. Employees shall be paid a shift premium of \$1.38 (2020), \$1.40 (2021), \$1.42 (2022) per hour for all hours worked.

iii) All regular employees in Jurisdictional Group "C" Parks division working a flexible summer schedule shall receive an annual flat sum of \$550 to be paid the first pay period in December of each year. Newly hired regular employees shall receive a prorated sum based upon their start date.

- (e) Employees shall receive one (1) fifteen (15) minute paid break within any four (4) hour scheduled work period.
- (f) All time worked beyond the normal work week shall be considered overtime. All overtime must be approved in advance by the employee's supervisor. Overtime shall be paid at the rate of time and one half (1½) the employee's regular hourly rate except that overtime worked on an employee's second regularly scheduled day off in the work week which shall be paid at double (2x) the employee's regular hourly rate.
- (g) All time worked on a paid holiday shall be paid at one and one half (1½) the employee's regular hourly rate for all hours worked and, in addition, an employee shall receive another day off with pay as agreed to by the Employer and the employee.
- (h) Employees who are called out to work in an emergency situation outside regular working hours, shall be paid a minimum of three (3) hours at time and one half (1½) times the employee's regular hourly rate, except on Sundays and recognized paid holidays, when the employee will be paid at double (2x) the employee's regular hourly rate. Any call back received during the call back period of three hours shall not be considered a new call.
- (i) Jurisdictional Group "C" personnel shall be paid \$36.45 (2020), \$37.09 (2021), \$37.74 (2022) for each day that they are assigned to be on call. Jurisdictional Group "C" personnel shall also receive one (1) day off in lieu for being on call any of the ten (10) paid holidays listed in Article 18.01.

#### 17.05 **Jurisdictional Group "D"**

- (a) i) The hours of work for Jurisdictional Group "D" shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive. Normally the hours of work shall be 7:30 a.m. to 4:00 p.m. with a one-half (½) hour unpaid lunch and two (2) paid fifteen (15) minute breaks, one in each half of the shift.
- (ii) From April 15<sup>th</sup> until the last day of the pay period in which the following September 30<sup>th</sup> falls, the hours of work for Jurisdictional Group "D" shall be 7:00 a.m. to 4:30 p.m. Monday to Thursday with one-half (½) hour unpaid lunch and 7:00 a.m. to 11:00 a.m. on Fridays.

- (b) Jurisdictional group "D" personnel shall be paid \$36.45 (2020), \$37.09 (2021), \$37.74 (2022) for each day that they are assigned to be on call. Jurisdictional Group "D" personnel shall also receive one (1) day off in lieu for being on call on any of the ten (10) paid holidays listed in Article 18.01 which will go into their Stat Lieu Bank.
  - (c) All work performed by employees beyond the scheduled work week as determined by Article 17.05 (a), shall be considered overtime. All overtime must be approved in advance by an employee's supervisor. Overtime shall be paid at the rate of time and one half (1½) the employee's regular hourly rate except that overtime worked on a Sunday or paid holiday shall be paid at double (2x) the employee's regular hourly rate.
  - (d) Employees who are called out to work in an emergency situation outside regular working hours, shall be paid a minimum of three (3) hours at time and one half (1½) times the employee's regular hourly rate, except on Sundays and recognized paid holidays, when the employee will be paid at double (2x) the employee's regular hourly rate. Any call back received during the call back period of three hours shall not be considered a new call.
- 17.05 (e) The parties agree that Article 17.02(e) and 17.05(b) shall henceforth apply to Employees in Jurisdictional Group "A" or "D" respectively if required to act as Overall Responsible Operator ("ORO") after hours.

Employees in Jurisdictional Group "A" or "D" acting as the "ORO" after hours are authorized to utilize a City vehicle for the purposes of City business only in accordance with the City's vehicle use policy.

## 17.06 All Jurisdictional Groups

- (a) The normal work week for Seasonal and Casual employees in Jurisdictional Groups "A", "C" and "D" shall consist of up to five (5) days within the normally scheduled Jurisdictional Group work week, with two (2) days off, continuous wherever possible, and up to forty-four (44) hours per week. Seasonal and Casual employees in Jurisdictional Groups "A", "C" and "D" shall receive a one half (½) hour unpaid lunch each working day. Wherever possible, working hours shall be continuous. The work schedule for Seasonal and Casual employees shall be determined at least one (1) week in advance, or as mutually agreed by the employer and the employee.
- (b) The normal work week for Casual employees in Jurisdictional Group "B" shall be in accordance with the provisions of Article 17.03(a) of the Collective Agreement.

- 17.07 In the event that an employee starts work in any day and is sent home before the employee has completed four (4) hours, the employee shall be paid for four (4) hours. The Employer reserves the right to assign such employees to any available work for the four (4) hour period.
- 17.08 The employer and employee may mutually agree to compensate overtime by way of time off in lieu. Time off in lieu shall be capped at a maximum of 49 hours for employees who normally work 35 hours per week and at 56 hours for employees who normally work 40 hours per week and shall accumulate at the same rate that an employee is entitled to overtime payment. Such lieu time shall be taken at a mutually convenient time within twelve (12) months of the date that it was earned.
- 17.09 Overtime shall be divided as equitably as possible among employees who regularly perform the work for which overtime is required.
- 17.10 The Union agrees to employees having less than (8) eight hours free from the performance of work if the total time worked on successive shifts exceeds (13) thirteen hours, if agreed to by the employee.
- 17.11 The Union hereby agrees on behalf of itself and each employee in the bargaining unit to the following:
- (a) The employees agree with the employer to work in excess of their normally scheduled work day which is (8) eight hours for employees in jurisdictional groups A, C, and D and (7) seven hours for employees in jurisdictional group B (except as specifically provided otherwise in this hours of work Article).
  - (b) The employees agree with the employer to work in excess of (48) forty-eight hours per week but not more than (60) sixty hours per week.
- This agreement is made in accordance with the applicable provisions of the Employment Standards Act.
- 17.12 The employer agrees that any employee working in an upgraded classification for more than six (6) continuous months shall be paid at the higher rate for all vacations and sick leave taken during their assignment to the higher classification, after the first six (6) months of the assignment, provided they return to the upgraded classification assignment following the leave.
- 17.13 Employees assigned by the Employer to be on call are authorized to utilize a City vehicle where available for the purposes of City business only in accordance with the City's vehicle use policy.

17.14 Stat Lieu Time earned while on call on any of the ten (10) paid holidays shall be taken at a mutually convenient time within twelve (12) months of the date that it was earned. Any Lieu Time earned prior to March 31, 2014 by employees while on call on any of the ten (10) paid holidays listed in Article 18.01 shall have the option of being paid out those amounts or having them frozen in a separate bank until such time as the employee wishes to use the hours earned as time off in lieu or have them paid out upon termination of employment. Stat Lieu Banks shall be recorded separately from those overtime hours banked in lieu according to Article 17.08.

**Article 18 – Paid Holidays**

18.01 Employees shall be granted the following paid holidays, or days in lieu thereof, without loss of regular or straight time pay for that day:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Family Day     | Thanksgiving Day |
| Good Friday    | Canada Day       |
| Victoria Day   | Christmas Day    |
| Civic Holiday  | Boxing Day       |

The full day prior to Christmas Day.

Two (2) floating holidays, which may be taken at any time during the calendar year, subject to the approval of the employee's Department Head.

Any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday and that where the holiday falls on a Saturday or Sunday, employees in Jurisdictional Groups "A", "B", and "D" shall be entitled to the preceding Friday or the succeeding Monday as determined by the Employer. Where the holiday falls on a regularly scheduled day off, employees in Jurisdictional Group "C" shall be entitled to the preceding or succeeding day off as determined by the Employer.

Remembrance Day: Employees who wish to attend Remembrance Day services shall be allowed one (1) hour upon approval of their Manager in order to do so subject always to the right of the Employer to maintain sufficient staffing requirements.

- 18.02 In order to qualify for holiday pay, an employee must have worked the scheduled working day before the holiday and first scheduled working day after the holiday, and on the holiday, scheduled to work, unless the employee is absent on any such day with the prior knowledge and approval of the employee's Department Director or their designate.
- 18.03 Seasonal and Casual employees shall receive vacation pay and Public Holiday pay in accordance with the Employment Standards Act. It is agreed that Seasonal and Casual employees shall receive vacation pay with their regular pay.

**Article 19 - Vacations**

19.01 Regular employees shall receive vacations with pay as follows:

| Length of Service   | Vacation Time |          |          |
|---|---------------|----------|----------|
|   | Weeks         | 35 Hrs.  | 40 Hrs.  |
| One (1) vacation day per month of service after the employee has been employed for one (1) month but less than one (1) year (to a maximum of ten (10) vacation days). | Pro-rated     | Up to 70 | Up to 80 |
| After one (1) year of continuous service.   | 2 weeks       | 70       | 80       |
| After four (4) years' continuous service.   | 3 weeks       | 105      | 120      |
| After ten (10) years' continuous service.   | 4 weeks       | 140      | 160      |
| After fifteen (15) years' continuous service.   | 5 weeks       | 175      | 200      |
| After twenty (20) years' continuous service.  | 6 weeks       | 210      | 240      |
| After twenty-five (25) years' continuous service.   | 7 weeks       | 245      | 280      |

Note: Employees who are not actively at work (except pregnancy, parental and emergency leave) for at least two thirds (67%) of their normal full time hours in a year shall receive vacation pay equal to two percent (2%) of annual wages per week of vacation entitlement. Similarly, employees who work less than full time shall receive vacation pay equal to two percent (2%) of annual wages per week of vacation leave entitlement.

19.02 All employees shall be granted the vacation period at such time as may be mutually agreed upon by the Employer and the Employee.

Preference in choice of vacation dates shall be determined by seniority. A list of all employees showing the dates proposed for vacations shall be in the hands of the employer by March 1<sup>st</sup> of the calendar year under consideration.



The Employer will respond to Employees by April 1<sup>st</sup> regarding their preferred dates.

- 19.03 The vacation year shall run from January 1<sup>st</sup> of one year to December 31<sup>st</sup> of the same year. It is expected that all vacations should be taken prior to December 31<sup>st</sup> within each vacation year. Employees, however, that work a 40 hour work week may carry forward 56 hours of vacation into the next vacation year and employees that work a 35 hour work week can carry forward 49 hours of vacation provided that they have requested a carry-over of vacation from their Department Director by November 30<sup>th</sup> of the current year, and the request has been approved by the Department Director in writing. This request may only be denied if the carry-over will impact the delivery of service in a negative way and shall not unreasonably be denied.

Any employee who has hours in their time off in lieu bank according to article 17.08 may only carry over a maximum number of hours combined with their vacation of 56 hours for 40 hours per week employees and 49 hours for 35 hour per week employees.

- 19.04 In the event an employee does not select vacation times after having been given an opportunity to do so before May 1<sup>st</sup> in the vacation year, the Employer reserves the right to schedule an employee's vacation.
- 19.05 In the event that an employee's employment with the City ceases for any reason, the employee will be entitled to be paid at the time of termination any monies owed to them as unused vacation pay. If, however, there are monies owed by the employee to the Employer with respect to vacation pay as of the cessation of the employee's employment, such monies may be deducted by the Employer from any other monies, including wages, which may be owing to the employee as of the date of cessation of employment.
- 19.06 Vacation time may only be taken in the hour equivalent of one-half ( $\frac{1}{2}$ ) day increments.
- 19.07 Any employee who has to use bereavement leave during a period of vacation shall have that portion of vacation considered bereavement leave.

## **Article 20 – Leaves of Absence**

- 20.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time spent at meetings with the Employer or sanctioned, Union business (by the Employer).

- 20.02 (a) Leave of absence with pay and without loss of seniority shall be granted for two members to attend Union educational, conferences or conventions, for a total number of working days not to exceed fifteen (15) days per member in any one year. Both employees shall not be from the same department except as specifically approved by the Employer. The Union shall reimburse the Employer for the cost of such absences within thirty (30) days of receiving an invoice for such time. Such leave shall be requested by the Union President or their designate in writing at least ten (10) days prior to the leave of absence.
- (b) It is mutually agreed between the Employer and the Union President that three (3) hours per week will be granted to conduct union business and at a mutually agreeable time between the Union President and their Supervisor excluding scheduled vacation days. The Local President will be provided with a suitable room to conduct their business at a location as mutually agreed by both parties. In the event of an emergency that requires the services of the President back at the workplace; resulting in a disruption of agreed upon time for Union business, the Non-Union Supervisor will afford the President the next available day to conduct and complete their business.
- 20.03 An employee shall be granted time off for bereavement leave, without loss of pay, according to the schedule below following the date of death:
- (i) An employee's spouse, child, parent or grandchild (which shall include step-child or step-parent with whom there is a nurturing relationship), sibling, father-in-law, mother-in-law - five (5) work days;
- (ii) An employee's sibling-in-law or grandparent – three (3) work days;
- (iii) An employee's aunt, uncle, or grandparent-in-law – one (1) work day (aunt and uncle relationships must be direct).
- (iv) An Employee shall be granted one (1) day's paid leave to act as a Pallbearer.
- 20.03 (v) A Seasonal employee shall be granted time off for bereavement leave, without loss of pay, following the death of an employee's spouse, child, parent or grandchild (which shall include step-child, step-parent with who there is a nurturing relationship), sibling, father in law, and mother in law for three (3) working days, provided they have completed three (3) consecutive seasonal terms.

The foregoing clause shall apply to Casual employees on the understanding that all leaves will be granted without pay.

- 20.04 The Employer shall pay an employee who is required to serve as a juror or court witness, the difference between the employee's normal earnings and the payment

the employee receives for jury service or criminal court witness. The employee will present proof of service and the amount of pay received.

- 20.05 Any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of two (2) years. Such leave shall be renewed each year during such term of office.
- 20.06 The foregoing clause shall apply to Seasonal and Casual employees on the understanding that all leaves will be granted without pay.
- 20.07 Regular employees shall be given pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act*.
- 20.08 It is agreed that all leaves of absence under this Agreement including but not limited to sick leave, short term disability, bereavement leave and leaves of absence, whether paid or unpaid, constitute a greater right or benefit than the emergency leave provisions of the *Employment Standards Act*. It is further agreed and understood that the statutory emergency leave days may not be pyramided on top of any leave whether paid or unpaid under the terms of this Agreement.

## **Article 21 – Payment of Wages**

- 21.01 The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.
- 21.02 Employees temporarily assigned to work in a higher paid classification shall receive Step 1 of the higher classification rate for all hours worked. Employees temporarily assigned to work in a lower paid classification shall not have their rate reduced.
- 21.03 Newly hired Regular, Seasonal or Casual employees shall commence at Step 1 of the salary grid applicable to their classification. Casual and Seasonal employees shall not advance steps in the wage grid. Newly hired Regular employees shall not advance steps in the wage grid until successful completion of their probationary period.
- 21.04 Regular current employees shall commence at Step 2 of the wage grid when moving to a higher paying classification. Regular current employees moving to a classification in the same or lower pay grade as their current pay grade will remain in the same step of the wage grid.

- 21.05 (a) A Lead Hand shall mean an employee assigned by the Employer on a temporary basis to oversee a work crew as determined by the Employer and shall be paid accordingly. The Lead Hand shall be paid a shift premium for all hours worked of \$3.28 (2020), \$3.34 (2021), \$3.40 (2022).
- (b) Lead Hands for Jurisdictional Groups A, C and D will be subject to a prequalification process. Prequalification will be based on the employee having the relative skill, ability, experience and qualifications to be a lead hand on a particular job. Employees will have an opportunity every two (2) years to prequalify and be added to the list of prequalified lead hands to be appointed by the employer on the basis of seniority. The "expression of interest" for employees to apply for the prequalification process may be changed only through the labour-management forum.
- 21.06 Any qualified employee in Jurisdictional Group "A" or "D" may be assigned by the employer, on a temporary basis, to act as an OIC (Operator-In-Charge).
- 21.07 Any qualified employee in Jurisdictional Group "A" or "D" may be assigned by the Employer, on a temporary basis, to act as an ORO (Overall Responsible Operator) and shall be paid a shift premium of \$3.54 (2020), \$3.60 (2021), \$3.66 (2022) per hour for all hours worked as an ORO.
- 21.08 When the ORO is assigned regular on-call duties, the 'acting ORO' as per the Common Operating Directives Manual will be assigned by seniority as the 'backup operator'.
- 21.09 A Crew Lead shall mean a seasonal employee assigned by the employer on a temporary basis, and shall be paid a shift premium for all hours worked as a Crew Lead of \$1.00 (2021), \$1.02 (2022).

## **Article 22 – Supplementation of Compensation Award**

- 22.01 An employee who is in receipt of Workplace Safety and Insurance Board (WSIB) benefits shall be paid the difference between the amount payable by WSIB and the employee's net earnings, after taxes, for a period of up to twelve (12) months.

## **Article 23 - Safety**

- 23.01 The Employer and the Union agree that they shall comply with and institute the requirements of the *Occupational Health and Safety Act* as amended from time to time as it applies to the Employer's operations.

- 23.02 The Employer shall provide transportation to the nearest Hospital for employees requiring medical care as the result of a workplace accident occurring during working hours.
- 23.03 An employee suffering a workplace injury during working hours who is required to leave work for treatment and who cannot return to work shall be paid for the remainder of the work day at the regular rate of pay.
- 23.04 First Aid kits will be supplied and maintained by the Employer and placed in every mobile unit and in every work site.
- 23.05 The Union will appoint and elect the Union Representatives to all the Occupational Health and Safety Committees.

## **Article 24 – Employee Benefits**

- 24.01 It shall be a condition of employment that all full time employees be covered by the Ontario Municipal Employees' Retirement System (OMERS) subject to the terms and conditions of OMERS. Other than continuous full-time employees may join OMERS subject to the terms and conditions of OMERS. The Employer's obligations for OMERS contributions is prospective only; therefore, there is no obligation to purchase back service for those employees enrolling in or who were previously enrolled in OMERS.
- 24.02 (a) Vision Care Plan which will provide for single or family coverage equal to five hundred dollars (\$500.00) per twenty-four (24) months per person;
- (b) The employer shall pay one hundred and fifty dollars (\$150.00) towards the cost of any eye examination for each employee and their dependents every twenty-four (24) months.
- (c) Dental Plan (orthodontics, 50% co-insured, \$3,500.00 life time maximum per person);
- (d) Long term disability providing for seventy percent (70%) of monthly earnings to a maximum of five thousand dollars (\$5,000.00) per month after an elimination period of one hundred and nineteen (119) days continuing in force for a twenty-four (24) month period after initial date of disability in own occupation and any occupation thereafter.
- (e) The Employer agrees to pay one hundred percent (100%) of the premiums necessary to enrol eligible employees in the following benefit plans:
- Life insurance equal to one and one half (1½) times an employee's annual earnings to a maximum of Two Hundred Thousand Dollars (\$200,000.00);

- Extended Health Care Plan which includes:
  - Drug Plan for drugs for which a prescription is required and certain self-sustaining drugs subject to a Two Dollar (\$2.00) per prescription deductible;
  - A maximum of one thousand five hundred dollars (\$1,500.00) per year for all paramedicals listed combined: psychologist, speech pathologist, masseurs (when patient's attending physician authorizes in writing) chiropractor, osteopath, physiotherapists, paediatrists, naturopath and chiropodist.
  - Hearing Aids subject to a maximum of Four Hundred Dollars (\$400.00) every five (5) years;
  - Semi Private Hospital coverage and emergency travel coverage.

24.03 It is expressly agreed that the Employer's obligation under this agreement is limited to the payment of the premiums necessary to maintain employee's enrolment in the benefits set out in Article 24.02 above. Eligibility for and entitlement to payment of benefits is subject to the terms and conditions of the policy of insurance providing such benefits. The Employer undertakes to make all efforts to assist employees in securing payment of their benefits.

24.04 The Employer reserves the right to change carriers for the provision of the benefits set out in Article 24.02 provided that, overall, benefits provided by a new carrier are equivalent to those provided by the current insurance carrier.

24.05 (a) Short term disability benefits will commence on the first day of disability due to accident, injury or hospitalization and third day of illness payable as follows:

| Length of Service and Seniority | 100% of Salary |         |         | 66 <sup>2</sup> / <sub>3</sub> % of Salary |         |         |
|---------------------------------|----------------|---------|---------|--|---------|---------|
|                                 | Weeks          | 35 Hrs. | 40 Hrs. | Weeks                                      | 35 Hrs. | 40 Hrs. |
| 3 months but less than 1 year   | 1 week         | 35      | 40      | 16 weeks                                   | 560     | 640     |
| 1 year but less than 2 years    | 2 weeks        | 70      | 80      | 15 weeks                                   | 525     | 600     |
| 2 years but less than 3 years   | 3 weeks        | 105     | 120     | 14 weeks                                   | 490     | 560     |
| 3 years but less than 4 years   | 4 weeks        | 140     | 160     | 13 weeks                                   | 455     | 520     |
| 4 years but less than 5 years   | 5 weeks        | 175     | 200     | 12 weeks                                   | 420     | 480     |
| 5 years but less than 6 years   | 7 weeks        | 245     | 280     | 10 weeks                                   | 350     | 400     |
| 6 years but less than 7 years   | 9 weeks        | 405     | 360     | 8 weeks                                    | 280     | 320     |

|                               |          |     |     |         |     |     |
|-------------------------------|----------|-----|-----|---------|-----|-----|
| 7 years but less than 8 years | 11 weeks | 385 | 440 | 6 weeks | 210 | 240 |
| 8 years but less than 9 years | 13 weeks | 455 | 520 | 4 weeks | 140 | 160 |
| Over 9 years                  | 17 weeks | 595 | 680 | 0 weeks | --  | --  |

- (b) i) On January 1st of the year, employees shall receive a maximum of 70 non-cumulative sick leave hours for employees who normally work 35 hours per week and 80 non-cumulative sick leave hours for employees who normally work 40 hours per week. In their first year of employment, newly hired Regular employees will receive non-cumulative sick leave hours prorated based on their date of hire. This leave may be taken during the year to cover short term disability leave not compensated under Article 24.05 (a). No medical certificate is required when employees utilize any of the non-cumulative sick leave hours.
  - ii) All regular employees who are required to attend to the illness, medical/dental appointment, injury or medical emergency of a member of their immediate family (defined as spouse, common-law spouse, son, daughter, father, mother, brother, sister, grandparents and grandchildren) or for the birth of a child by a spouse, shall be permitted to use up to a maximum of 35 non-cumulative sick leave hours for employees who normally work 35 hours per week and 40 non-cumulative sick leave hours for employees who normally work 40 hours per week for this purpose. The employer may require evidence that is reasonable in the circumstances respecting such use of the sick leave hours.
- 24.05 (c) A certificate from a duly recognized health practitioner, stating that an employee is unable to perform their duties and responsibilities and the probable duration of the illness will be required for any absence of more than three (3) consecutive working days. Failure to produce the required certificate within five (5) working days of the date of commencement of absence may, at the discretion of the Employer, result in such absence as being leave without pay. Costs associated with certificates requested by the employer will be reimbursed to the employee.
- (d) In the case of prolonged absence due to illness or accident, an employee shall submit such periodic reports respecting the employee's condition as the Employer may require;
  - (e) The Employer may, at its discretion, have the right to have any employee examined by a qualified independent health practitioner mutually acceptable to the Employer and the employee;
  - (f) Short term disability benefits are not payable when an employee is absent:

- for any period of pregnancy or parental leave for which the employee is entitled to be paid Employment Insurance Benefits;
  - any period of accident, hospitalization or illness that commenced while the employee was not insured by the provisions of this Collective Agreement;
  - for intentionally self-inflicted injuries while sane or insane;
  - compensable illness or injury pursuant to the provisions of the *Workplace Safety and Insurance Act* or the *Workers' Compensation Act*;
  - war, service and armed forces, or participation in a criminal act
- (g) Successive absences from work due to the same non-occupational illness or accident shall be considered as being the same period of disability for the purpose of this Article unless such absence from work is separated by thirty (30) consecutive working days.
- 24.05 (h) The accumulated sick leave days (hours) standing to the credit of all former Township of Sidney, Village of Frankford and Township of Murray employees now covered by this agreement shall be frozen as of March 31, 1998.
- Fifty percent (50%) of the accumulated sick leave credits shall be "banked" and used to top up the short term disability and long term disability benefits on a pro-rata basis. These days will be used for top-up purposes only and have no present or future gratuity "pay-out" value.
- "Top-up" on short term disability will be to One Hundred Percent (100%) of salary. "Top-up" on long term disability will be to Eighty-Five Percent (85%) of salary.
- (i) Employees whose Return to Work (RTW) plan includes partial work days in hours shall only be charged with partial leave hours used (as prescribed by the health practitioner) in order to achieve a full day's pay for the duration of the RTW plan. Leave hours used in this manner shall be calculated on the basis of the hours of work that the employee remains off for the normally scheduled work day(s) during the RTW plan.
- 24.06 The City shall continue to pay the costs of the premiums to maintain the employee's enrolment in extended health care benefits (including extended health care plan and vision care) and dental benefits for a maximum of ten (10) years in circumstances where an employee who is at least 55 years of age retires and is in receipt of OMERS pension, or who is at least 55 years of age and is in receipt of OMERS disability pension benefits. In all cases employees shall cease receiving this benefit at age 65. The Employer shall continue to permit employees the option of maintaining extended health care coverage at their own cost.



- 24.07 With respect to those employees who work past the age of 65, the Employer shall continue to pay the premiums necessary to maintain the employee's enrolment in extended health care, vision, dental benefits and life insurance which may be continued past age 65, in accordance with the City's insurance policies in force. For clarity, long-term disability coverage terminates at age 65 less the qualifying period, and life insurance is reduced by 50% at age 65 and terminates at age 70. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy of insurance providing such benefits.
- 24.08 Medicals required for licences which are required for work (both AZ and DZ) shall be paid for by the employee and reimbursed by the employer up to \$75.00.

## **Article 25 – Clothing and Tools**

- 25.01 (a) The Employer shall provide all regular employees in Jurisdictional Groups "A" and "D" with one (1) pair of rubber boots, rubber pants, coat and hat of proper size. It is understood that this equipment shall only be worn during working hours while the employee is at work. The Employer reserves the right to periodically examine the equipment to assess its state of repair and to ensure that all equipment is properly stored in the employee's locker. Employees shall be required to wear the clothing during working hours as required by the Employer.
- (b) In the event that the Employer requires employees to wear uniforms during working hours, such uniform shall be provided by the Employer.
- (c) The initial allocation of clothing for new employees will be in accordance with Appendix "E" attached hereto and shall be replaced as needed.
- (d) Any changes or concerns relating to the Appendix "E" shall be discussed in labour management meetings.
- 25.02 Tools shall be issued to employees as required. In the event that an employee fails to return any issued tools to stores, such employee shall be liable for the cost of the replacement of such tools and as such the employee hereby consents to the deduction of such cost from the employee's pay cheque.
- 25.03 In the first pay period in March the Employer shall pay Employees a safety shoe allowance in the amount of \$300.00 in each year of this agreement if their regular duties and responsibilities require the wearing of such safety wear.
- 25.04 The Employer agrees to reimburse the employee the cost of prescription safety glasses if their regular duties and responsibilities require it.

## **Article 26 – General Conditions**

- 26.01 Proper accommodation shall be provided for employees to have their meals and store their belongings.
- 26.02 The Employer shall provide Bulletin Boards in all shops and offices upon which the Union shall have the right to post notices of meetings and such other notice as may be of interest to the employees.
- 26.03 Employees who are required to use their own automobiles during the course of their employment with the Employer shall be paid transportation allowance in accordance with the Employer's policies. Employees must make use of the Employer's vehicle pool before their own automobile is used for employment purposes. Employees in Jurisdictional Groups "A", "B", "C" or "D" requiring use of a City vehicle to perform their job functions are authorized to utilize a City vehicle for the purposes of City business only in accordance with the City's vehicle use policy.
- 26.04 An emergency event shall be defined as an unforeseen exceptional occurrence of at least five (5) hours outside regular working hours and extending over one or more regular meal periods. At the Employer's discretion:
- (a) Employees who are required to work shall be entitled to reimbursement for the actual cost for a meal to a maximum of \$10.00 provided a satisfactory receipt is submitted to the Department Head, or
  - (b) The Employer shall provide meals in such circumstances.
- 26.05 Employees who, as a condition of employment are required to pay association and/or professional fees, shall have such fees paid in accordance with the Employer's policy.
- 26.06 Eligibility for attendance at Employer approved conferences shall be in accordance with the Employer's policy. When such attendance has been approved by the Employer, the Employer agrees to prepay the employee's registration fees and other approved costs relating to the attendance, provided the employee makes such request in writing at least three (3) weeks prior to the scheduled date of such conferences.

NOTE: For the convenience of employees the Employer will provide employees with copies of policies providing for the payments set out in Article 26.03 to and including Article 26.06 as such policies are in force from time to time.

26.07 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall print the Agreement within thirty (30) days of signing and issue a copy to each employee.

26.08 Joint Job Evaluation

The parties agree that they will maintain a joint job evaluation program pursuant to the agreed upon terms of reference for the purposes of maintaining a single gender neutral job evaluation plan in the bargaining unit.

**Article 27 – Legal Indemnification**

27.01 Where an employee is charged with a criminal or statutory offence arising out of their employment while acting in the performance of a statutory duty and in the attempted performance in good faith of their duties, and is subsequently acquitted of such charges, the employee shall be reimbursed for all reasonable legal expenses that are agreed upon or have been assessed pursuant to the Solicitors Act and are incurred as a result of such charges.

27.02 The Employer agrees to continue to pay the premiums necessary to maintain general liability insurance.

**Article 28 - Agreement**

28.01 This Agreement shall be binding and remain in effect until March 31<sup>st</sup>, 2023 and shall continue from year to year thereafter, unless either party gives to the other party, notice in writing within ninety (90) days prior that it desires its termination or amendment.

28.02 Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

Signed at the City of Quinte West, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

ON BEHALF OF THE CORPORATION  
OF THE CITY OF QUINTE WEST

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 799

per:

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Mayor Jim Harrison

per:

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David Clazie

per:

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Caleb DenOuden

per:

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Chris Angelo

per:

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---

Brian Jardine

per:

---

---

Lori Coxwell-Duncan

per:

---

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Lisa Marion

per:

---

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Doug Villeneuve

per:

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Marylou Cross

per:

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Nathen Buckley

per:

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Kevin Baceda

per:

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Scott Reid

### Appendix A - Classifications

| Jurisdictional Group: | A  | B  | C  | D  |
|-----------------------|--|--|--|--|
| Grade 1               |  |  |  |  |
| Grade 2               |  |  | <ul style="list-style-type: none"> <li>Seasonal Operator</li> </ul>  |  |
| Grade 3               |  | <ul style="list-style-type: none"> <li>Customer Service Clerk - Permanent Part Time*</li> <li>Switchboard/Receptionist*</li> </ul>   |  | <ul style="list-style-type: none"> <li>Plant Casual*</li> <li>Plant Labourer*</li> </ul> |
| Grade 4               | <ul style="list-style-type: none"> <li>Roads Labourer</li> </ul>   |  | <ul style="list-style-type: none"> <li>Custodian</li> </ul>  |  |
| Grade 5               |  | <ul style="list-style-type: none"> <li>Records Management Assistant</li> </ul>   | <ul style="list-style-type: none"> <li>Arena Labourer</li> <li>Parks Labourer</li> </ul>   |  |
| Grade 6               |  | <ul style="list-style-type: none"> <li>Accounting Clerk</li> <li>Administrative Assistant - Building</li> <li>Administrative Assistant - Economic Development &amp; Tourism</li> <li>Administrative Assistant – Planning</li> <li>Administrative Assistant – Outdoor Operations</li> <li>Booking Coordinator</li> <li>Customer Service &amp; Administrative Assistant – Public Works</li> <li>Purchasing Clerk</li> <li>Quality Management Technician</li> </ul> | <ul style="list-style-type: none"> <li>Head Custodian</li> </ul>   | <ul style="list-style-type: none"> <li>OIT (Operator in Training)</li> </ul>             |
| Grade 7               | <ul style="list-style-type: none"> <li>Equipment Operator</li> <li>Meter Service Person A</li> <li>Meter Service Person B</li> <li>Time Maintenance Clerk</li> </ul> | <ul style="list-style-type: none"> <li>Accounting Clerk - CSR</li> <li>Committee of Adjustment Coordinator</li> <li>Customer Service Representative</li> <li>Junior Engineering Technician</li> <li>Senior Tax Clerk*</li> <li>Municipal Law Enforcement Officer 1</li> </ul>  | <ul style="list-style-type: none"> <li>Arena Operator</li> <li>Parks Maintenance Technician</li> <li>Special Events Coordinator</li> </ul> |  |

### Appendix A - Classifications – Continued

| Jurisdictional Group: | A   | B  | C   | D  |
|-----------------------|---|--|---|--|
| Grade 8               | <ul style="list-style-type: none"> <li>Fleet Services Coordinator</li> <li>Traffic Signal Field Technician</li> <li>Water Distribution &amp; Waste Water Collection Operator</li> </ul> | <ul style="list-style-type: none"> <li>Plans Examiner/Building Inspector</li> <li>Municipal Law Enforcement Officer</li> <li>2Senior Accounting Clerk</li> <li>Survey/Draftsperson*</li> </ul> |   | <ul style="list-style-type: none"> <li>Water &amp; Waste Water Treatment Plant Operator — Class I</li> </ul>   |
| Grade 9               | <ul style="list-style-type: none"> <li>Class A Mechanic</li> </ul>  | <ul style="list-style-type: none"> <li>Area Building Inspector</li> <li>Economic Development Officer</li> </ul>  | <ul style="list-style-type: none"> <li>Facility Foreperson</li> <li>Working Foreperson</li> </ul> | <ul style="list-style-type: none"> <li>Water &amp; Waste Water Treatment Plant Operator — Class II</li> </ul>  |
| Grade 10              | <ul style="list-style-type: none"> <li>Water Distribution &amp; Waste Water Collection Foreperson</li> </ul>  | <ul style="list-style-type: none"> <li>Engineering Technician</li> <li>Project and Development Coordinator</li> <li>Senior Building Inspector</li> </ul>                                       |   | <ul style="list-style-type: none"> <li>Water &amp; Waste Water Maintenance Person</li> <li>Water &amp; Waste Water Treatment Plant Operator – Class III</li> </ul>   |
| Grade 11              |   | <ul style="list-style-type: none"> <li>Area Planner</li> <li>Policy Planner</li> </ul>   |   | <ul style="list-style-type: none"> <li>Overall Responsible Operator - Waste Water Treatment Plant</li> <li>Overall Responsible Operator - Water Treatment Plant</li> <li>Senior Operator Water and Wastewater</li> </ul> |
| Grade 12              |   |  |   |  |

\* Note: Initial Job Evaluation Required

Appendix B – Wage Grids

April 1, 2020 - March 31, 2021

| Grade | Step 1  | Step 2  | Job Rate |
|-------|---------|---------|----------|
| 1     | \$17.38 | \$17.73 | \$18.09  |
| 2     | \$18.94 | \$19.33 | \$19.72  |
| 3     | \$20.65 | \$21.07 | \$21.50  |
| 4     | \$22.50 | \$22.96 | \$23.43  |
| 5     | \$24.53 | \$25.03 | \$25.54  |
| 6     | \$26.73 | \$27.28 | \$27.84  |
| 7     | \$29.14 | \$29.73 | \$30.34  |
| 8     | \$21.77 | \$32.42 | \$33.08  |
| 9     | \$34.62 | \$35.33 | \$36.05  |
| 10    | \$37.74 | \$38.51 | \$39.30  |
| 11    | \$41.13 | \$41.97 | \$42.83  |
| 12    | \$44.78 | \$45.69 | \$46.62  |

April 1, 2022 – March 31, 2023

| Grade | Step 1  | Step 2  | Job Rate |
|-------|---------|---------|----------|
| 1     | \$17.99 | \$18.36 | \$18.73  |
| 2     | \$19.61 | \$20.01 | \$20.42  |
| 3     | \$21.37 | \$21.81 | \$22.26  |
| 4     | \$23.29 | \$23.77 | \$24.26  |
| 5     | \$25.39 | \$25.91 | \$26.44  |
| 6     | \$27.69 | \$28.25 | \$28.83  |
| 7     | \$30.16 | \$30.78 | \$31.41  |
| 8     | \$32.90 | \$33.57 | \$34.25  |
| 9     | \$35.84 | \$36.57 | \$37.32  |
| 10    | \$39.08 | \$39.88 | \$40.69  |
| 11    | \$42.58 | \$43.45 | \$44.34  |
| 12    | \$46.35 | \$47.30 | \$48.27  |

April 1, 2021 - March 31, 2022

| Grade | Step 1  | Step 2  | Job Rate |
|-------|---------|---------|----------|
| 1     | \$17.68 | \$18.04 | \$18.41  |
| 2     | \$19.28 | \$19.67 | \$20.07  |
| 3     | \$21.01 | \$21.44 | \$21.88  |
| 4     | \$22.89 | \$23.36 | \$23.84  |
| 5     | \$24.96 | \$25.47 | \$25.99  |
| 6     | \$27.20 | \$27.76 | \$28.33  |
| 7     | \$29.65 | \$30.25 | \$30.87  |
| 8     | \$32.33 | \$32.99 | \$33.66  |
| 9     | \$35.23 | \$35.95 | \$36.68  |
| 10    | \$38.41 | \$39.19 | \$39.99  |
| 11    | \$41.86 | \$42.71 | \$43.58  |
| 12    | \$45.56 | \$46.49 | \$47.44  |



**Appendix C – Arena Winter Operations Schedule**

| Year       | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday       | Saturday   |
|------------|------------|------------|------------|------------|------------|--------------|------------|
| 1 T        | 7-5<br>R1  | OFF        | 7-5        | 7-5        | 7-5        | OFF          | OFF        |
| 2 T        | OFF        | 4-12<br>R2 | 4-12<br>R2 | OFF        | 4-12<br>R2 | 4-12<br>R2   | 4-12 R1    |
| 3 T        | 2-12<br>R1 | OFF        | OFF        | 7-5        | 7-5        | 7-5          | OFF        |
| 4 T        | OFF        | 8-4        | 8-4        | 8-4        | 8-4        | OFF          | 8-4 F      |
| 5 F        | 7-3        | OFF        | 4-12       | 4-12       | 4-12       | 4-12         | OFF        |
| 6 F        | OFF        | 8-4        | 8-4        | 8-4        | OFF        | 4-12 T<br>R1 | 3-11F      |
| 7 F        | 2-12       | 2-12       | OFF        | OFF        | 7-5        | 7-5          | OFF        |
| 8 T        | OFF        | 4-12<br>R1 | 4-12<br>R1 | 4-12<br>R1 | 4-12<br>R1 | OFF          | 8-4        |
| 9 T        | 8-4<br>R2  | 8-4        | OFF        | OFF        | 8-4        | 8-4          | 6:30-2:30  |
|            |            |            |            |            |            |              |            |
| 1 Labourer | OFF        | 4-12       | 4-12       | 4-12<br>R2 | OFF        | 4-12         | 4-12<br>R2 |
| 2 Labourer | 4-12<br>R2 | OFF        | 8-4        | 8-4        | 8-4        | 8-4          | OFF        |

Appendix D – Arena Summer Operations Schedule

| Year                |             | Sunday  | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---------------------|-------------|---------|--------|---------|-----------|----------|--------|----------|
| Facility Foreperson | No Rotation | OFF     | 8-4    | 8-4     | 8-4       | 8-4      | 8-4    | OFF      |
| 1                   |             | OFF     | 4-12 T | 4-12 T  | 4-12 T    | 4-12 T   | 4-12 T | OFF      |
| 2                   |             | OFF     | 7-5 T  | 7-5 T   | 7-5 T     | OFF      | OFF    | 7-5 T    |
| 3                   |             | 7-5 T   | OFF    | OFF     | 7-5 T     | 7-5 T    | 7-5 T  | OFF      |
| 4                   |             | OFF     | 4-12 F | 4-12 F  | 4-12 F    | 4-12 F   | 4-12 T | OFF      |
| 5                   |             | OFF     | 7-5 T  | 7-5 T   | 7-5 T     | OFF      | OFF    | 7-5 T    |
| 6                   |             | 7-5 T   | OFF    | OFF     | 7-5 F     | 7-5 F    | 7-5 F  | OFF      |
| 7                   |             | OFF     | 4-12 T | 4-12 T  | 4-12 T    | 4-12 T   | OFF    | 4 - 12 T |
| 8                   |             | 2 -12 T | OFF    | OFF     | 7-5 T     | 7-5 T    | 7-5 T  | OFF      |
| 9                   |             | OFF     | 8-4 F  | 8-4 F   | 8-4 F     | 8-4 F    | OFF    | 4-12 T   |
| 10                  |             | 2 -12 T | OFF    | OFF     | 7-5 T     | 7-5 T    | 7-5 T  | OFF      |

Appendix E – Clothing

|                            |                              | Quantity | A, C - Parks & D* | B Office | B***                        | C - Custodial              | C - Arenas                 | Quantity | Method           | Timing                                      |
|----------------------------|------------------------------|----------|-------------------|----------|-----------------------------|----------------------------|----------------------------|----------|------------------|---|
|                            | Safety Footwear              | 1        | Green Patch Boots | No**     | Green Patch Boots           | Green Patch Boots or Shoes | Green Patch Boots or Shoes | 1        | Annual Allowance | 01-Mar                                      |
| P<br>A<br>N<br>T<br>S      | Uniform Pant                 | 5        | No                | No       | No                          | Choice Navy                | No                         | 5        | Exchange Program | As needed. Orders to be placed in February. |
|                            | Business Casual              |          | No                | No       | Yes Black, Navy Tan or Grey | Choice Navy                | No                         |          |                  |   |
|                            | Reflective                   |          | Yes Navy          | No       | No                          | Yes Navy                   | Yes Navy                   |          |                  |   |
|                            | Orange Reflective Overalls   | 2        | Choice            | No       | No                          | No                         | No                         | N/A      |                  |   |
| S<br>H<br>I<br>R<br>T<br>S | Uniform Shirt                | 12       | No                | No       | No                          | Choice Navy                | No                         | 12       | Exchange Program | As needed. Orders to be placed in February. |
|                            | Golf Shirt                   |          | No                | No       | Choice                      | Choice Navy                | Choice Navy                |          |                  |   |
|                            | Shorts Sleeves               |          | No                | No       | Choice                      | Choice Navy                | Choice Navy                |          |                  |   |
|                            | Long Sleeves                 |          | No                | No       | Choice                      | Choice Navy                | Choice Navy                |          |                  |   |
|                            | Safety Orange Shorts Sleeves |          | Choice            | No       | No                          | No                         | No                         |          |                  |   |

|  |                            |   |            |    |     |            |          |   |
|--|----------------------------|---|------------|----|-----|------------|----------|---|
|  | Safety Orange Long Sleeves |   | Choice     | No | No  | No         | No       |   |
|  | Sweat Shirt/Hoodie         |   | Yes Orange | No | Yes | Yes Navy   | Yes Navy |   |
|  | Spring Jacket              | 1 | Yes Orange | No | Yes | Yes Navy   | Yes Navy | 1 |
|  | Winter Jacket              | 1 | Yes Orange | No | Yes | Yes Orange | Yes Navy | 1 |

Notes: Jurisdictional Group D\*: Employees who require Arc Flash safety rated clothing will be provided with it.

Jurisdictional Group B - No\*\*: The following job titles will receive green patch safety boots as required: Area Planner, Policy Planner and Committee of Adjustment/Accessibility Coordinator.

Jurisdictional Group B\*\*\*:

Includes Property Standards/Zoning Bylaw MLEO, Municipal Bylaw Enforcement Officer, Area Building Inspector, Senior Building Inspector, Plans Examiner/Building Inspector, Engineering Technician, Junior Engineering Technician and Project & Development Coordinator.

For B\*\*\*, Business casual pants may be chosen from the identified selection from the approved vendor.

Alternatively the employee may purchase their own, however no reimbursement will be made by the employer.

Jurisdictional Group B not specified in this chart, should their position require safety footwear for work related reasons, it will be reimbursed and replaced as needed based on manager approval through Accounts Payable.

\*Engineering Technician & Project Development - Jacket choice between jacket or orange jacket.

\*Group A and Parks Seasonal, Casual Staff will be provided 5 shirts.

Promotional Items: Hats, touques, etc., not required to wear unless otherwise specified.

All clothing must be clean, neat, tidy and must not contain profanity or human rights violations.

All clothing shall contain the Quinte West Logo. Those positions requiring further identification are as follows:

Arena Staff - will be identified as such on the back of Shirts and Sweat Shirt/Hoodie.

Building Inspector clothing will state Building Inspection on the front below the logo.

By-Law Officer clothing will be indicated on the back of the shirt/sweater/jacket.

Letter of Understanding- Re: Collective Agreement: Article 1.01, & Schedules A, B, C, D

Between

The Corporation of the City of Quinte West

(the Employer)

and

CUPE Local 799

(the Union)

Without any admission of liability or wrongdoing by any party and without prejudice to the respective positions of the parties and without precedent to any future proceedings, except to enforce the terms hereof, the parties agree to the final and binding settlement of the issue of Alcoholism and Drug Addiction of Employees based on the following terms.

1. If either the Union or the Employer identifies an employee who has become addicted to alcohol or drugs, the parties agree to co-operate in assisting the employee to obtain treatment and rehabilitation. Where needed the Employee will be eligible for Short Term Disability Benefits while under medical care.
2. It is agreed that each case will be handled confidentially as with any other kind of illness. The employee in either case will receive the same consideration and benefits as are provided to employees afflicted with any other illness.

Signed at the City of Quinte West, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

ON BEHALF OF THE CORPORATION  
OF THE CITY OF QUINTE WEST

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 799

per:

\_\_\_\_\_  
\_\_\_\_\_

Chris Angelo

Mayor Jim Harrison

per:

\_\_\_\_\_  
\_\_\_\_\_

per:

\_\_\_\_\_  
\_\_\_\_\_

Brian Jardine

David Clazie

per:

\_\_\_\_\_  
\_\_\_\_\_

per:

\_\_\_\_\_  
\_\_\_\_\_

Lori Coxwell-Duncan

Caleb DenOuden

per:

\_\_\_\_\_  
\_\_\_\_\_

per:

\_\_\_\_\_  
\_\_\_\_\_

Lisa Marion

per:

\_\_\_\_\_  
\_\_\_\_\_

Doug Villeneuve

per:

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Marylou Cross

per:

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Nathen Buckley

per:

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Kevin Baceda

per:

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Scott Reid

**Letter of Understanding-Re: Collective Agreement: Water/Wastewater and Maintenance**

**Between**

**The Corporation of the City of Quinte West**

**(the Employer)**

**and**

**CUPE Local 799**

**(the Union)**

The Employer will agree to create different job descriptions recognizing the different classes of licences up to class 3 for the Water distribution and wastewater collection in jurisdictional group A, during the term of this collective agreement. The employer will determine the number of required positions for each class. The Employer agrees to put these new positions through the job evaluation process.

It is understood that those existing employees in the water/wastewater treatment, jurisdictional group D who did not obtain the required class of licence for the job classification they are currently in, will continue to be pink circled until such time as they obtain the licence, or the job rate for the grade below surpasses the incumbents' rate. During the term of this collective agreement, if the incumbent who currently holds a class 1, obtains their class 2 they will receive 50% of the retro payment. The retro payment will be the difference between the amount previously paid and the class 3 rate. If they continue on and obtain their class 3 then they would receive the remaining retro payment. If the incumbent who currently holds a class 2, obtains their class 3 they will receive full retro payment. The retro payment will be the difference between the amount previously paid and the class 3 rate.

Those who do not obtain the class 3 licence by the end of this agreement will be red circled until such time they obtain their class 3 licence or they leave the organization. This Letter of Understanding will remain in effect until the employees either obtain the licence or leave the organization.

The employer will determine the number of required positions for each class going forward for new hires. The City agrees that when these incumbents obtain their class 3 licence the City will recognize them as class 3 and be compensated accordingly.



Signed at the City of Quinte West, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

ON BEHALF OF THE CORPORATION  
OF THE CITY OF QUINTE WEST

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 799

per:

\_\_\_\_\_  
\_\_\_\_\_

Chris Angelo

Mayor Jim Harrison

per:

\_\_\_\_\_  
\_\_\_\_\_

per:

\_\_\_\_\_  
\_\_\_\_\_

Brian Jardine

David Clazie

per:

\_\_\_\_\_  
\_\_\_\_\_

per:

\_\_\_\_\_  
\_\_\_\_\_

Lori Coxwell-Duncan

Caleb DenOuden

per:

\_\_\_\_\_  
\_\_\_\_\_

per:

\_\_\_\_\_  
\_\_\_\_\_

Lisa Marion

per:

\_\_\_\_\_  
\_\_\_\_\_

Doug Villeneuve

per:

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Marylou Cross

per:

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Nathen Buckley

per:

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Kevin Baceda

per:

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Scott Reid