

SOURCE	City		
EFF.	93	01	01
TERM.	96	03	31
No. OF EMPLOYEES	117		
DE D'EMPLOYÉS	JF		

**THE CORPORATION
OF THE
CITY OF BELLEVILLE**

AND

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 907**

**AGREEMENT
JANUARY 1, 1993
to
MARCH 31, 1996**

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MEMORANDUM OF AGREEMENT made this
7th day of September, 1993

BETWEEN

THE CORPORATION OF THE CITY OF BELLEVILLE

hereinafter referred to as "THE CORPORATION"

OF THE FIRST PART:

AND

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL NO. 907**

hereinafter referred to as "THE UNION"

OF THE SECOND PART.

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between The Corporation 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.

1.02 It is agreed hereto that where the title "Immediate Supervisor" is shown in this Agreement, it shall be determined to mean the following persons for each respective Department:

Public Works Department — Superintendent, or his designate

Parks and Recreation Department - Director, Parks and Recreation Department or his designate

ARTICLE 2 - UNION SECURITY AND CHECK-OFF OF UNION DUES

- 2.01** The Corporation hereby recognizes the Union as the sole Collective Bargaining Agent for all employees covered save and except those employees excluded as set out in the scope clauses of Appendices "A" and "B", in respect to hours of work, wages and all other conditions pertaining to this Agreement.
- 2.02** There shall be no discrimination by the Corporation or the Union against any employee because of membership or non-membership in any lawful Union or because of age, sex, race, colour, religion, creed, political affiliation or in relation to hiring relatives of employees.
- 2.03** It is agreed by the parties hereto that all employees in the Union will be required to pay an amount equal to the current monthly dues, so long as the Union is the recognized Bargaining Agent.
- 2.04** It is further agreed that the Corporation shall deduct Union dues from the wages of all employees who come within the scope of this Agreement, whether a non-member or member. Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer no later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 2.05** The Union is responsible for keeping the Corporation informed as to the names and addresses of the proper officers during July of each year of the life of the Agreement, and further, within ten (10) days of any change being made in the list during the intervening period. The Union shall give the Corporation one (1) month's notice of any change in the amount of dues to be deducted.

ARTICLE 3 - CORPORATION'S RIGHTS

- 3.01 The Union agrees that the Corporation has the right to manage its affairs, to direct its employees, and to hire, promote, transfer or lay off, to also suspend, discharge or discipline employees for just cause.
- 3.02 The Corporation agrees that these functions shall be executed in a manner consistent with the general purposes and intent of this Agreement and subject to the right of the employee to lodge a grievance as set out herein.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.01 Complaints and grievance of employees shall be dealt with in the following manner, and all such complaints and grievances must be in writing and filed not later than five (5) working days of the alleged grievance. A grievance concerning any payment that the employee is entitled to under this Agreement shall be deemed to occur as of the applicable pay day.

STEP 1 - Grievance to Immediate Supervisor (Non-Union)

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the immediate supervisor, who shall consider it in the presence of the persons presenting same, not later than three (3) working days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than three (3) working days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than three (3) working days immediately following the termination of the above time limits, proceed to STEP 2.

STEP 2 - Grievance to Department Head

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the Department Head, who shall consider it in the presence of the persons presenting same not later than three (3) working days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than three (3) working days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than three (3) working days immediately following the termination of the above time limits, proceed to STEP 3.

STEP 3 - Grievance to Chief Administrative Officer

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the Chief Administrative Officer, who shall consider it in the presence of the persons presenting same not later than three (3) working days immediately following receipt of said grievance. The Chief Administrative Officer shall give a written decision to the employee with a copy to the Union not later than five (5) working days immediately following the said meeting.

4.02 Where a dispute involving a question of general application or interpretation occurs within a department, such grievances may be submitted at 4.01, Step 2 of the grievance procedure and where a dispute involving a question of general application or interpretation occurs dealing with bargaining unit issues, such grievances may be submitted at Step 3 of the grievance procedure and shall be dealt with by a member of the Union executive and a member of the Union Grievance Committee.

4.03 By mutual agreement, the time limits referred to above may be extended.

ARTICLE 5 - ARBITRATION

- 5.01 It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure, will be submitted to Arbitration, under the provisions stipulated in The Ontario Labour Relations Act within thirty (30) days.
- 5.02 it is agreed by the parties that each shall pay the cost of their own nominee to the Arbitration Board, and they shall share equally all costs and fees charged by the Chairman of the Board.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 In view of the orderly procedures set out in ARTICLES 4 and 5 above for the final and amicable settlement of all complaints and grievances, the parties agree that there shall be no lockouts ordered by the City and there shall be no strikes, slowdowns or curtailment of work, ordered or condoned by the Union, or any of its officers or representatives, as long as this Agreement remains in effect.
- 6.02 In the event of any other employee of the Corporation engaged in a strike and placing or maintaining pickets at the Corporation's premises, then any failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement.

ARTICLE 7 - UNION COMMITTEE

- 7.01 The Union shall advise the Corporation in writing of the personnel serving on the above mentioned Committees, during the month of July of each year of the life of the Agreement and, further, within ten (10) days of any change being made in the list of the Committee personnel during the intervening period.

- 7.02 The Union acknowledges that members of the Union Committees will continue to perform their regular duties on behalf of the Corporation and that such persons shall not leave their duties without first obtaining permission to do so from the immediate Supervisor in the respective department, and on completion of such duties shall report back to him, and give any reasonable explanation which may be requested with respect to their absence.
- 7.03 It is understood that such permission shall not be unreasonably withheld.
- 7.04 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. Such representative shall have access to the Corporation's premises in order to investigate or assist in the settlement of a grievance, at a time or times agreeable to the immediate Supervisor in the respective department.

ARTICLE 8 - LEAVE OF ABSENCE

- 8.01 Leave of absence, with pay and without loss of seniority, shall be granted for three (3) members to attend Union functions. The Union shall reimburse the Corporation for the cost of such absences by the fifteenth of the month following. Such leave shall be requested by the Union President, or his alternate, in writing ten (10) working days prior to the leave of absence.
- 8.02 One employee at one time, who is appointed or elected to perform duties on behalf of the Canadian Union of Public Employees shall, upon giving thirty (30) calendar days' advance written notice to the immediate Supervisor, be granted leave of absence for a minimum of one (1) year to a maximum period of **two** (2) years without pay or seniority, provided the

employee's position can be suitably filled at no extra cost to the Corporation. Benefits specified in Article 15 may be maintained provided the employee pays the full required premiums by the fifth (5th) of each month.

- 8.03 The Employer may replace the employee by a temporary replacement for the duration of the leave if there is no bargaining unit employee who possesses the requisite skills and qualifications to perform the required work. At the conclusion of the leave, the employee temporarily appointed to the position shall be returned to his former position or, if hired as a temporary replacement, be terminated.
- 8.04 The Corporation shall also be permitted to suitably arrange for performance of the incumbent employee's work, as required.
- 8.05 Special Leave with pay, for periods not over five (5) working days, at one time, or in total during one (1) calendar year, may be granted by the Chief Administrative Officer, to attend professional conferences or short courses associated with the employee's duties.
- 8.06 Special Leave with partial pay, as may be determined and approved by the Chief Administrative Officer, for a period beyond five (5) working days and not over thirty (30) working days may be granted by the Chief Administrative Officer to attend training or educational courses associated with the employee's duties. Such special leave shall not be granted more often than once in three (3) years of employment.
- 8.07 Special leave without pay, may be granted by the Chief Administrative Officer for periods over thirty (30) days but not over nine (9) months to attend courses in a recognized education institution. Such leave must be approved by the City Council. Only one (1) such period of leave shall be granted.

- 8.08 Special leave with pay may be granted by the Chief Administrative Officer in exceptional circumstances not covered above. Exceptional circumstances are defined as unforeseen or emergency situations affecting the employee and his immediate family. It must be approved by the Chief Administrative Officer and reported to the City Council.
- 8.09 Periods of leave without pay, in excess of thirty (30) working days, shall not be credited for purposes of:
1. Service credit towards within grade increase and completion of probation
 2. Annual vacation accrual
- 8.10 Employees are entitled to five (5) days leave per calendar year without pay. Such leave shall be given upon request unless good reason is given by the Department Head for refusal.
- 8.11 Maternity leave, without pay, shall be granted for a period not to exceed eight (8) months' duration with such leave to commence no earlier than seventeen (17) weeks before the expected birth date. Such leave shall not extend beyond six (6) months after the birth.
- 8.12 Parental leave, without pay, shall be granted for a period not to exceed eighteen (18) weeks, with such leave to commence no more than thirty-five (35) weeks after the birth of a child of whom the employee is a parent, or the day a child comes into the custody, care and control of an employee.
- 8.13 At least two (2) weeks' written notice of the requirement for maternity or parental leave must be given in writing to the Department Head of the employee.
- 8.14 The employee may shorten the duration of the employee's maternity or parental leave with the consent of the Department Head or by giving the Department Head four (4) weeks written notice of the

employee's intent to return to work and, in the case of maternity leave, a medical certificate stating that the employee is able to resume her normal duties.

- 8.15 The employee's coverage for semi-private, Group Life Insurance and A.D. & D., Long Term Disability, major medical care and dental requirements, as specified in Article II shall be continued by the Corporation during maternity and parental leave. If the employee fails to return to employment, as provided herein, the Corporation may recover the cost of such payment in full.
- 8.16 Seniority shall continue to accrue during the maternity and parental leave under this article.
- 8.17 Whenever an employee enters the Armed Forces of Canada, the following rules shall apply:
- A) The employee shall be given military leave without pay.
 - B) During the period of military service, the employee shall retain all rights to which he is entitled under the provisions of this Agreement, provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credits shall not accumulate.
 - C) After the completion of service, the employee may be restored to his former position if it appears to the satisfaction of the Chief Administrative Officer that the employee is able to perform his former service to the City, provided that the employee makes a written application for immediate reinstatement within ninety (90) calendar days after receiving an honourable discharge or release from active duty. The provisions of this subsection shall not apply to any employee receiving dishonourable discharge.
 - D) Persons employed to fill positions becoming vacant under this rule shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to his former position, in accordance with paragraph 3. of this Article.

E) An employee in the competitive service having a reserve status in any of the regular branches of the Armed Forces of Canada, upon request to serve under orders on training duty, shall be granted military leave for a period not to exceed ten (10) working days in any one (1) calendar year. Compensation during such leave shall be the differential between prevailing rates that they receive from the City and their Armed Service pay, provided their Armed Service pay does not exceed their pay from the City.

- 8.18 The Corporation shall grant leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Department Head for the respective department.
- 8.19 The Corporation shall pay an employee who is required to serve as a juror or court witness, the difference between his normal earnings and the payment he received for jury service or court witness. The employee will present proof of service and the amount of pay received.

ARTICLE 9 - ANNUAL LEAVE

- 9.01 All employees, except employees who have less than one (1) year's service as of January 1st, shall be entitled to take annual leave in an amount equal to one-half (1/2) day for each two (2) weeks of service earned up to a maximum of ten (10) working days with pay. Vacation earned thereafter shall be calculated on a January 1 to December 31 basis.
- 9.02 Employees with not less than one (1) year and not more than three (3) years of service in the Calendar year, shall receive an annual leave of ten (10) working days with pay.

- 9.03 Employees with not less than three (3) years of service and not more than nine (9) years of service in the calendar year shall receive an annual leave of fifteen (15) working days with pay.
- 9.04 Employees with not less than nine (9) years of service and not more than seventeen (17) years of service in the calendar year shall receive an annual leave of twenty (20) working days with pay.
- 9.05 Employees with not less than seventeen (17) years of service and not more than twenty-five (25) years of service in the calendar year shall receive an annual leave of twenty-five (25) working days with pay.
- 9.06 Employees with twenty-five (25) years of service or more in the calendar year shall receive an annual leave of thirty (30) working days with pay.
- 9.07 Part-time employees will receive their vacation on a pro-rated basis, i.e. 2-1/2 days worked per week = 2-1/2 days pay and 1 week off for all calendar year of vacation entitlements described in Article 9 (9.01 to 9.06).
- 9.08 Annual leave shall be pro-rated for employees who are absent for more than seventeen (17) continuous weeks excluding any time involving annual leave entitlements.
- 9.09 An annual leave schedule is to be posted by May 1 in every year. Any employee who has failed to designate his preference by that date shall be required to take available dates.
- 9.10 In exceptional circumstances, a staff member may be advanced annual leave.
- 9.11 Preference in choice of annual leave dates shall be determined by seniority of service as follows:

A) Public Works Department

Employees shall be entitled to take their annual leave at any time during the calendar year, providing that

not more than fifteen (15) employees and one (1) Mechanic shall be off on annual leave during July and August; but only up to eight (8) men and one (1) Mechanic shall be off on annual leave at any one time during other months.

B) Parks & Recreation Dept. - Parks Section Employees

Employees shall be entitled to take their annual leave at any time during the calendar year, providing that not more than four (4) employees and one (1) Mechanic shall be off on annual leave at any one time.

C) Parks & Recreation Dept. - Facility Section Employees

Employees shall be entitled to take their annual leave at any time during the current year, providing that not more than four (4) employees and one (1) Refrigeration Operator are off on annual leave at the same time during the period of May 1 to August 31, and not more than two (2) employees are off on annual leave at the same time during the balance of the year.

- 9.12 An employee who is ill during a period of annual leave shall, subject to the provisions of the Short Term Sick Leave Plan, have that portion of his period of annual leave considered sick leave upon presentation of a satisfactory medical certificate.
- 9.13 Annual leave, as calculated for each period of January 1 to December 31, may be accumulated and carried beyond December 31 up to a maximum of five (5) working days annually and thirty (30) working days altogether.
- 9.14 Employees holding permanent appointments, who leave their employment, are entitled to payment for unused annual leave.
- 9.15 Where an employee has taken annual leave and then separates employment, the Corporation will be entitled to withhold salary or wages owing, or in any event, shall be entitled to be reimbursed for any annual leave monies already paid in excess of what was earned to date of separation.

- 9.16** A record of all annual leave will be kept by the Personnel Office and as soon as possible after December 31 of each year, every employee shall receive a statement from the Personnel Director.
- 9.17** If a legal or declared holiday falls on, or is observed during, an employee's annual leave period, such a day shall not be charged as a day of annual leave.
- 9.18** Employees shall, upon giving four (4) weeks' notice, have credited to their bank account any wages which may fall due during the period of their annual leave.
- 9.19** An employee receiving Workers' Compensation Board benefits shall continue to earn and accumulate annual leave credits for a period of one (1) year following the date of absence from active duty.

ARTICLE 10 - SICK LEAVE & LONG TERM DISABILITY COVERAGE

- 10.01** All permanent employees listed in Appendix A, Schedule "B" and Appendix B, Schedules "D", "E" and "F" (Seniority Lists) plus one (1) Recreation Cleaning Staff employee shall be covered by the Long Term Disability benefits as set out in Article 12 of this Agreement.
- 10.02** As a result of conversion from an accumulated Sick Leave Plan to a Short Term Sick Leave Plan, the following benefit revisions will be implemented:
- a) The accumulated sick leave days standing to the credit of all employees as of July 1, 1985 is frozen as of that date.
 - b) 50% of all employees' vested sick leave credits to a maximum of 6 months salary (130 days) would be paid out upon termination, death or retirement, based on the daily rate of pay in effect at the time of payout.
 - c) Any future cash-out provisions prior to termination, death or retirement would be subject to negotiations

between the City of Belleville and the respective Union.

d) Employees whose accumulated sick leave days are not vested at the date of termination would not be entitled to any payout, as outlined above, until the vesting qualification has been met.

e) An employee may use accumulated sick leave credits for top up purposes. Maximum top up regarding the Disability Benefit would be to 100% of regular earnings, whereas, top up for Long Term Disability benefits would be to a maximum of 85% of regular earnings.

f) An employee may use accumulated vested sick leave credits to maintain regular earnings during a lay-off (maximum of fifty (50) days) or maternity and parental leave, with coverage to be based on a 50% payout value.

g) In both e) and f), any such usage would correspondingly reduce the total accumulated sick leave credits and consequently, would reduce the future payout value for any employee with 260 days or less.

10.03 a) The employer agrees to contribute 100% of the cost of the Short Term Sick Leave Plan.

b) The schedule of benefits payable under the Short Term Sick Leave Plan shall be interpreted to provide up to seventeen (17) weeks at 100% of an employee's regular earnings, annually, dependent on the employee's length of service.

c) Full entitlement to sick days paid at 100% of regular earnings shall be restored each January 1st for employees at work contiguous to that date and upon the first date of return to work following January 1st for employees who are on sick leave.

d) If an employee runs out of 100% weeks, there will always be up to seventeen (17) weeks of disability coverage at 75% of earnings, for every unrelated disability due to accident or sickness. A related disabili-

ty would be considered an unrelated disability if an employee returns to work on a full time basis for at least **20** days.

e) For any illness **or** disability, the combination of **100%** and **75%** paid days shall always total seventeen (**17**) weeks of available paid sick leave.

f) Benefits of the Short ~~Term~~ Sick Leave Plan as outlined below would commence on the **1st** day of disability due to accident or sickness and would be payable for up to **17** weeks.

Length of Service	Salary at	Salary at
	100%	75%
3 months but less than 1 year	5	80
1 year <i>but</i> less than 2 years	10	75
2 years but less than 3 years	15	70
3 years but less than 4 years	20	65
4 years but less than 5 years	25	60
5 years but less than 6 years	35	50
6 years but less than 7 years	45	40
7 years but less than 8 years	55	30
8 years but less than 9 years	65	20
Over 9 years	85	0

Numbers represent working days
(Excluding Legal Holidays)

Please Note:

In reference to the above benefit, the following would apply:

10.04 All absences shall first be reported by the employee or a member of his/her family to the immediate Supervisor or his designate as soon **as** possible, but in any event, no later than two (2) hours after the commencement of the work day or shift.

10.05 Any absence of more than three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday or annual leave which is to be charged as sick leave, must be supported by a certificate from

a duly recognized medical practitioner, stating that the employee was unable to perform his/her duties and indicating the probable duration of illness.

- 10.06** Absences of more than five (5) consecutive working days which are charged as sick leave shall also be supported by a phone call from the employee or a member of his/her family on a weekly basis to the immediate Supervisor of his/her department commencing in the 6th or 7th work day.
- 10.07** Any absences of more than one (1) month which is to be charged as sick leave, must be supported by a certificate on a monthly basis from a duly recognized medical practitioner and submitted directly to the respective department stating that the employee was unable to perform his/her duties and indicating the probable duration of illness. Additionally, medical certifications, as required herein, will be accepted for more than a one (1) month continuous period of time at one time.
- 10.08** Failure to produce the required certificate(s) immediately upon returning to work except in cases of interim requirements by Article 10.07, or failure to show that the production of an actual certificate was not reasonably possible, will result in the uncertified days of absence, including the legal holidays, if any, being charged as leave without pay.
- 10.09** The dates of certified absence shall be included in all certification of absence submitted for sick leave purposes.
- 10.10** More than seven (7) days of uncertified absence within the calendar year shall be charged as sick leave without pay.
- 10.11** All employees, who are required to absent themselves to personally care for a member of their immediate family (defined as spouse, common-law spouse, son, daughter, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-

law, or any relative living with the employee) shall be permitted to use their accumulated sick leave credits up to a maximum of three (3) days on any one (1) occasion.

- 10.12 Leave taken under the preceding paragraph shall not be calculated towards uncertified sick leave.
- 10.13 Time off for appointments with a doctor, a dentist or for other health related appointments shall be booked as sick leave under the Short Term Sick Leave Plan and will be charged to the plan in accumulated amounts of half days. For persons who are not covered by the Short Term Sick Leave Plan such time shall be taken as leave without pay.
- 10.14 The employer agrees to pay 100% of the cost of the Long Term Disability Plan.
- 10.15 During the first two (2) years of income payments the disability must prevent the employee from performing any and every duty relating to his/her regular job. After that time the income benefit will continue if the disability prevents the employee from engaging in any employment for which he/she is reasonably qualified by education, training or experience.
- 10.16 The benefit level is 67% of any employee's basic monthly earnings, subject to a non-medical limit of \$3,000.00 per month (non-taxable).
- 10.17 The design of the plan can be altered to include a cost of living index clause. Such action would be subject to negotiations between the City of Belleville and the respective Union.
- 10.18 The benefit duration is to age 65 for accident/sickness.
- 10.19 The elimination period/waiting period is seventeen (17) weeks of continuous disability.
- 10.20 The Long Term Disability Benefit will be reduced by any payment for loss of time which the employee is entitled under any Workers' Compensation Law or Act and by any primary benefit payable to the employee

under the Canada or Quebec Pension Plan, excluding dependent children.

- 10.21. The coverage is 24 hours daily.
- 10.22 Rehabilitation employment means remunerative employment while not yet fully recovered, following directly after the period of total disability for which the employee received benefits. The benefit will be the monthly benefit less 50% of rehabilitative employment earnings.
- 10.23 Premium payments are not required when an employee is entitled to receive monthly benefits.

10.24 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Loss of:

Life.....	100%
Both Hands and Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
One Foot and Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
One Arm or One Leg.....	75%
One Hand or One Foot or Sight of One Eye.....	50%
Speech.....	50%
Hearing in Both Ears.....	50%
Thumb and Index Finger or at Least Four Fingers on One Hand.....	25%
All Toes of One Foot.....	33-1/3%

Loss of Use:

Both Legs or Both Arms or Both Hands....	100%
One Leg or One Arm.....	75%
One Hand.....	50%

ARTICLE 11 - BEREAVEMENT LEAVE

- 11.01 All employees, who are required to absent themselves to attend the funeral of a member of their immediate family (defined as spouse, common-law spouse, father, son, daughter, mother, brother, sister, grandparents,

grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any other relative living with the employee) shall be reimbursed for all lost time up to three (3) days, except where the funeral is outside the City, in which event, the employee may be granted an additional bereavement leave with pay, if authorized by the Chief Administrative Officer. Except with the prior approval of the Chief Administrative Officer, authorized Bereavement Leave shall not extend beyond the day of the funeral.

- 11.02 One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of the immediate Supervisor.
- 11.03 In the event of the death of an employee, not more than three (3) members of the executive shall be allowed one-half (1/2) day off, with pay, to attend the funeral. Additional executive members may also be permitted to attend at the Supervisor's discretion, without pay.

ARTICLE 12 - HOSPITALIZATION & GROUP INSURANCE

- 12.01 The Corporation agrees to pay for all probationary and permanent employees, plus one (1) Parks and Recreation Department - Facility Section Canteen Supervisor and one (1) Facility Section Cleaning Staff Member, one hundred percent (100%) of the cost of the Ontario Hospital Insurance Plan and the Semi-Private Plan; and for all permanent employees listed in Appendix A, Schedule "B" and Appendix B, Schedules "D", "E" and "F", plus one (1) Parks and Recreation Department - Facility Section Cleaning Staff Member, one hundred percent (100%) of the cost of each employee's participation in the Group Life Insurance Plan, the Extended Health Care Plan and the Dental Plan currently in effect.

- 12.02 The Group Life Insurance (which includes Accidental Death and Dismemberment) for each employee covered shall be one and one-half (1-1/2) times their respective regular annual salary to the nearest \$500.00 of coverage to a maximum of \$60,000.00. Employees may pay the premium cost of retaining a \$3,500.00 Life Insurance policy upon retirement.
- 12.03 The Corporation agrees to implement an LTD Plan and contribute 100% of the monthly premiums on behalf of each participating permanent employee listed in Appendix A, Schedule "B" and Appendix B, Schedules "D", "E" and "F", plus one (1) Recreation Cleaning Staff employee.
- 12.04 The Corporation shall provide Extended Health Care Plan coverage to employees specified in this Article with single, couple and family status to be maintained on a \$25.00 deductible basis, annually. Eye glass coverage shall be provided in the amount of up to \$140.00 per person every other year.
- 12.05 The Corporation shall provide dental coverage to employees specified in this Article in accordance with O.D.A. rates one (1) year in arrears of the current year.
- 12.06 Employees shall be responsible for keeping the City informed of changes in their marital status and number of dependents. An employee who is entitled to a reduced benefit premium because of a change in dependency status and who fails to notify the City of such change within thirty (30) days of becoming aware of such change, shall have any unnecessary extra premium costs paid by the City on his/her behalf deducted from his/her pay.
- 12.07 Any and all accrued U.I.C. premium reduction benefits that are derived by the employer (five twelfths (5/12) rebate) shall be placed towards the benefits in this Article.

- 12.08 It is agreed by both parties that the above plans shall be considered to be a condition of employment; this condition may only be waived when an employee provides proof that he is covered by some other similar plan.
- 12.09 The Corporation agrees to continue to include in the Ontario Health Insurance Plan, the Semi-Private Plan, the Group Life Insurance Plan (with Accidental Death and Dismemberment), the Major Medical, the Dental Plan and the LTD Plan currently in effect, any employees who are laid off work, for a period not to exceed twelve (12) months, on the condition that:
- A) The complete contribution is paid by the employees after three (3) months; and
 - B) The payments are made to the City Treasurer by the 5th of the month in which they are due.
- 12.10 **All** group benefit plans not eligible for waiver of premium provisions, such as Ontario Health Insurance Plan, Semi-private, Group Insurance Plan (with Accidental Death and Dismemberment), Major Medical and Dental Plan, if applicable, would be discontinued after 2 years of continuous disability. In other words, the City would continue to pay its portion of the premium during the first 2 years of disability.
- 12.11 It is understood that the Corporation may substitute another carrier for any plan (other than OHIP), provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Corporation shall notify the Union to explain the proposed change. Upon a request by the Union, the Corporation shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.
- 12.12 It is agreed by both parties that the above mentioned plans shall be considered to be a condition of employment for employees specified in ARTICLE 12.01, and

this condition may only be waived when an employee provides proof that he is covered by some other similar plan.

ARTICLE 13 - WORKERS' COMPENSATION

- 13.01 A permanent employee prevented from performing his regular work with the Corporation on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable, within the meaning of The Compensation Act, shall receive from the Corporation the difference between the amount payable by the Workers' Compensation Board and his regular salary. Such difference shall be paid for the period of time standing to the employee's sick leave credit and shall not be deducted from the employee's sick leave accumulation.
- 13.02 A permanent employee injured doing a seasonal or temporary posted job shall get his pay during compensation at the average weekly rate determined by the Workers' Compensation Board. The Corporation will replace any clothing ruined by an employee, if the said employee was injured and it is a legitimate compensation case.
- 13.03 All applicable benefits specified in ARTICLE 12 shall be continued, at the Corporation's expense, unless the employee suffers a compensable injury, causing such employee to be disabled to the extent that:
1. Based on a medical certificate, such employee is prevented from ever returning to work for the Corporation; or
 2. Such employee is placed on a total disability pension by the Workers' Compensation Board.
- 13.04 An employee who is absent because of an injury or illness covered by the Workers' Compensation Board shall be required to regularly advise the employer of his health status in the manner prescribed in ARTI-

CLE 10 with the exception that an employee cannot return to work off of Workers' Compensation anytime without medical certification being submitted prior to his return to work.

ARTICLE 14 - RETROACTIVE FEATURE

14.01 It is understood and agreed that in each and every Agreement between the parties hereto and subsequent to this Agreement, any adjustment of wages and salaries shall be retroactive to the effective date of each Agreement.

ARTICLE 15 - LONG SERVICE BONUS

15.01 A long service bonus, payable by December 15 of each year, shall be paid to permanent employees in the following manner:

	Annually
After 5,6,7,8 or 9 years of continuous service	\$ 60.00
After 10,11,12,13 or 14 years continuous service	\$120.00
After 15,16,17,18 or 19 years continuous service	\$180.00
After 20,21,22,23 or 24 years continuous service	\$240.00
After 25 or more years of continuous service	\$300.00

15.02 On leaving the Department the long service bonus payment shall be pro-rated, in accordance with seniority dates, to reflect the number of months worked.

ARTICLE 16 - ACCESS TO PERSONNEL FILES

16.01 An employee shall have the right to arrange an appointment to view their own personnel file during the normal office hours of the Personnel 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.

16.02 Employees records shall not be used against them at any time after two (2) years.



ARTICLE 17 - TERM OF AGREEMENT

- 17.01 This Agreement shall be effective from January 1, 1993 to March 31, 1996, and from year to year thereafter unless either party gives notice in writing during the ninety (90) day period prior to the expiration date, in any year, of their desire to amend same.
- 17.02 If the Social Contract is repealed a wage reopener discussion will be permitted.

ARTICLE 18 - TERMINATION AND RETIREMENT

- 18.01 The normal retirement age shall be sixty-five (65). In exceptional circumstances, the Chief Administrative Officer may, in the interest of the City, recommend to the Council for approval, extension of the retirement age provided that not more than one (1) year extension shall be granted at any one time, and that in no case shall any extension be granted beyond the employee's seventieth (70th) birthday.
- 18.02 All employees shall participate in the OMERS Pension Plan in accordance with the rules of that plan. All costs of the OMERS Pension Plan premiums are to be shared equally on a 50/50 basis.

ARTICLE 19 - TERMINATION/DISCHARGE PROCEDURE, REINSTATEMENT NOTICE OF LAYOFF

- 19.01 Notice of termination will be given in accordance with the most current Employment Standards Act.
- 19.02 A regular employee may be discharged only for just cause, and only with the authority of the Chief Administrative Officer. The Department Head may suspend an employee for periods of one (1) day or more and shall report such action, and the reason therefore, to the Chief Administrative Officer as quickly as possible. The immediate Supervisor may suspend any employee for a period of up to one (1) day on any one

occasion and such suspension shall be duly reported to the Department Head.

- 19.03 When an employee is warned, suspended or discharged he shall be given the reason(s) in the presence of his Steward.
- 19.04 The affected employee and the Union Local shall be subsequently advised in writing of the reason(s) for such warning, suspension or dismissal "as promptly as possible".
- 19.05 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under ARTICLE 4 - GRIEVANCE PROCEDURE. STEPS 1 and 2 of the Grievance Procedure shall be omitted in such cases.

ARTICLE 20 - BULLETIN BOARDS

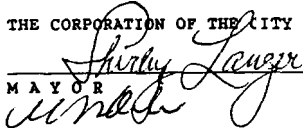
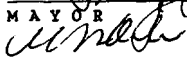
- 20.01 The Corporation shall provide Bulletin Boards in all Departments upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 21 - COPIES OF AGREEMENT

- 21.01 The Union and the Corporation desires every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Agreement shall be printed within thirty **(30)** days of signing, and *a* copy issued to each employee, with one additional copy being provided for the Bulletin Board at the respective departments.
- 21.02 The Corporation and the Union will share the cost equally of printing sufficient copies of this agreement for all members of the bargaining unit.

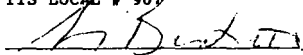
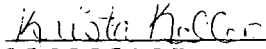
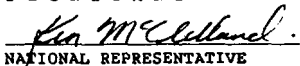
IN WITNESS WHEREOF THE CORPORATION OF THE CITY OF BELLEVILLE HAS HEREUNTO AFFIXED ITS CORPORATE SEAL DULY ATTESTED TO BY THE SIGNATURES OF ITS PROPER SIGNING OFFICERS AUTHORIZED IN THAT BEHALF THIS 7TH DAY OF SEPTEMBER, 1993.

SIGNED, SEALED AND DELIVERED

) THE CORPORATION OF THE CITY OF BELLEVILLE
)
) 
) _____
) M A Y O R
) 
) _____
) C L E R K

IN WITNESS WHEREOF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #907 HAS HEREUNTO AFFIXED ITS CORPORATE SEAL DULY ATTESTED TO BY THE SIGNATURES OF ITS PROPER SIGNING OFFICERS AUTHORIZED IN THAT BEHALF THIS 7TH DAY OF SEPTEMBER, 1993.

SIGNED, SEALED AND DELIVERED

) THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
) ITS LOCAL # 907
) 
) _____
) P R E S I D E N T
) 
) _____
) S E C R E T A R Y
) 
) _____
) N A T I O N A L R E P R E S E N T A T I V E

APPENDIX "A"

ARTICLE # A1 - SCOPE

A1.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all City Hall staff plus one (1) Clerk-Stenographer, one (1) Clerk-Bookkeeper and one (1) Office Supervisor/Secretary in the Parks and Recreation Department, one (1) Clerk-Stenographer in the Fire Department, and one (1) Clerk-Typist in the Public Works Yards Department, save and except Deputy Department Heads, all persons above the rank of Deputy Department Head, Superintendent of Public Works, Chief Building Official, Program Co-ordinator, Tax Collector, Superintendent of Planning and Operations, Professional Engineers, Building Maintenance Supervisor, Parks/Operation Manager, Facility Manager, Purchasing Supervisor, Program Supervisor of Facilities, Office Supervisor in the Public Works Engineering, Office Supervisor in the Public Works Yards, all office employees in the Mayor, Chief Administrative Office, Industrial Development and Personnel Department. Employees regularly employed for fifteen (15) hours or less per week and students employed for the summer vacation period.

ARTICLE A2 - DEFINITIONS

- A2.01 "CORPORATION" shall mean the Council of the Corporation of the City of Belleville, Belleville, Ontario.
- A2.02 "EMPLOYEE" under this Agreement shall mean any person in the employ of the Corporation and eligible for membership in the Union, in accordance with the provisions of ARTICLE A1 - SCOPE, unless indicated otherwise.
- A2.03 For the purpose of this Agreement, the terms "TEMPORARY", "PART-TIME", "PROBATIONARY" and "PERMANENT" employees shall be interpreted to mean:

A) “TEMPORARY EMPLOYEES”: The term “temporary employee” applies to employees who are hired by the Corporation for a specific job for a limited duration. Temporary employees, who work beyond seven (7) months in any twelve (12) month period, shall become permanent employees. If, in exceptional circumstances, it is felt that the temporary status should be extended, such extension may be agreed to mutually. Temporary employees relieving permanent employees on maternity leave shall retain their temporary status for a total of eight (8) months in any twelve (12) month period.

Temporary employees who work beyond nine (9) months in a twelve (12) months period will be eligible for benefits as indicated under Articles 10 and 12 on a pro-rata basis, if the employee so requests. Temporary employees who become permanent employees shall be credited with their seniority from the original date of hire.

Temporary employees relieving employees who are absent because of maternity, education and Long Term Disability leaves shall retain their temporary status for the total period of the leave.

B) “PART-TIME EMPLOYEES”: Part-time Employees who work regularly on a permanent basis are eligible for benefits as indicated in Articles #11 and 18, subject to working in excess of fifteen (15) hours weekly, on a pro-rata basis, if the employee so requests. Their seniority is calculated on a day-to-day basis from their original date of hire.

C) “PROBATIONARY EMPLOYEES”: The term “probationary employees” applies to employees who are hired by the Corporation as part of the permanent establishment, and will be designated as permanent employees after satisfactorily completing their probationary period.

D) “PERMANENT EMPLOYEES”: The term “permanent employees” applies to employees who have satisfactorily completed their probationary period and who are considered part of the permanent establishment of the Corporation.

- A2.04 “SALARY” means the remuneration received by an employee by application of a salary schedule.
- A2.05 “UNION” shall mean The Canadian Union of Public Employees Local #907, Chartered on February 20, 1964, under The Canadian Union of Public Employees.
- A2.06 “DEPARTMENT HEAD” shall mean any person designated by the Chief Administrative Officer as responsible for the administration of a department.

ARTICLE A3 - UNION COMMITTEE

- A3.01 The Corporation acknowledges the right of the Union to elect, appoint, or otherwise select, Union Committees, consisting of not more than three (3) members, or four (4) members during negotiations, providing not more than one (1) employee is appointed from any one function of a department at the same time, to carry out the proper functions of the Union. The Corporation agrees to recognize and deal with the above Committees with respect to any matter which properly arises from time to time during the term of this Agreement, including grievances and the negotiating of a new Collective Agreement.
- A3.02 In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with matters arising out of this Agreement. However, during negotiations, with respect to the renewal of the Agreement, the Corporation will pay to each member of the Union Negotiating Committee, one hundred percent (100%) of the time lost during regular working hours, computed on the basis of the regular straight

time rate, up to, but not exceeding a composite total of eighty (80) man-hours for the entire Union Negotiating Committee, and thereafter, the Corporation will pay to each such member of the Union Negotiating Committee, seventy-five percent (75%) of the time lost during regular working hours, computed on the basis of the regular straight time rate. If additional time is required in excess of the composite total of eighty (80) man-hours for negotiation purposes, evening meetings may be arranged.

- A3.03 Compensation will not be allowed for time spent outside of the employee's regular working hours.

ARTICLE A4 - LEAVE OF ABSENCE

- A4.01 Two (2) employees shall be granted leave of absence with pay to attend the Ontario and National CUPE Convention, or the National Health & Safety Conference, provided not more than one (1) employee is appointed from any one (1) section of a department and three (3) weeks written advance notice is given to the applicable departments concerned.
- A4.02 Such paid leave of absence shall not exceed an annual total of four (4) days each for the aforementioned two (2) employees.
- A4.03 One employee at one time who is appointed or elected to perform duties on behalf of the Canadian Union of Public Employees shall, upon giving thirty (30) calendar days' advance written notice to the immediate Supervisor, be granted leave of absence for a minimum of one (1) year to a maximum period of two (2) years without pay or seniority, provided the employee's position can be suitably filled at no extra cost to the Corporation. Benefits specified in Article II may be maintained provided the employee pays the full required premiums by the fifth (5th) of each month.
- A4.04 The Employer may replace the employee by a temporary replacement for the duration of the leave if

there is no bargaining unit employee who possesses the requisite skills and qualifications to perform the required work. At the conclusion of the leave, the employee temporarily appointed to the position shall be returned to his former position or, if hired as a temporary replacement, be terminated.

A4.05 The Corporation shall also be permitted to suitably arrange for performance of the incumbent employee's work, as required.

ARTICLE 5 - SENIORITY

A5.01 Seniority for permanent employees shall mean length of continuous service in the bargaining unit from the original date of hire. A break in continuous service due to a layoff of less than one (1) year in duration, maternity leave, and authorized leave of absence shall not be construed as a break in continuous service for seniority purposes.

A5.02 An up-to-date Seniority List (Schedule "A3") shall be compiled (including the employee's occupational title) twice annually and each permanent employee shall be placed thereon in accordance with his term of continuous service in the bargaining unit. A copy of all revisions, additions and deletions shall be supplied to all employees twice annually.

A5.03 Permanent appointment shall be subject to a three (3) month probationary period. A performance evaluation report shall be made before the end of the three (3) month probationary period. On the basis of this report, a decision shall be made and the employee notified that his:

1. permanent appointment has been confirmed;
2. appointment is not confirmed and employment is terminated;
3. time spent under temporary appointment shall be credited to the probationary period upon successful

qualification for the position presently being held.

In the case of 2., the employee shall be notified of the reason.

A5.04 Notwithstanding the above provisions of this article when a probationary period is interrupted by illness, injury or for any other reason for a period of time exceeding one (1) week altogether the probationary period shall be extended by an equivalent amount of time that exceeds one (1) week.

A5.05 Where the employer finds it necessary to reduce jobs within a classification, or to reduce the complement of employees, employees within the affected classification shall be given notice of layoff in reverse order of their seniority.

A5.06 Employees who receive notice of layoff may, prior to the effective date of layoff, either accept the layoff or bump another employee in the bargaining unit who has lesser seniority, on condition that the employee is willing and qualified to perform the available work at the applicable job rate. Seniority rights for bumping purposes shall be exercised in a lateral or downward manner.

A5.07 Employees shall be recalled in order of their seniority provided they are willing and qualified to perform the available work at the applicable job rate.

A5.08 Employees who are laid off shall be recalled to work before new employees are hired, provided that the employee is willing and reasonably qualified to perform the work available.

A5.09 Employees may be temporarily promoted to another City position outside of their seniority group for periods of up to two (2) years and seventeen (17) weeks subject to a loss of seniority for the period of time involved.

A5.10 If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Corporation, he/she shall not lose seniority rights.

An employee shall lose his/her seniority in the event:

1. He/she is discharged for just cause and not reinstated.
2. He/she resigned.
3. He/she is absent from work in excess of five (5) working days without notifying his/her immediate Supervisor.
4. After a layoff, he/she fails to return to work within forty-eight (48) hours (excluding Saturday and Sunday), after being notified by registered mail to do so, unless through sickness or other just cause.

It shall be the responsibility of the employee to keep the employer advised of his current address.

5. An employee is laid off and not recalled within a period of eighteen (18) consecutive months from date of layoff.

A5.11 An employee, whose performance has been certified to be satisfactory (see Article A6.03 - first paragraph), shall be entitled to a within grade increase of salary of one step, upon completion of each unit of service time, as defined in Article A6.05, provided the employee has not reached the maximum for their grade and provided that the date of entitlement shall, in no case, be earlier than the date of completion of the probationary period.

A5.12 All satisfactory service time, except continuous periods of special leave, as defined in Article 8.07, shall be credited towards the service requirements, which are:

1. One (1) year of full time service.
2. The equivalent amount of part-time service.

Service time shall date from the latest of the following action:

1. Entrance on duty.
2. The last within grade increase.
3. A promotion to a higher grade.

ARTICLE A6 - RELATIONSHIP

A6.01 Employees will be given suitable training as determined necessary, to improve their effectiveness in current assignments and prepare them for broader usefulness to the City.

A6.02 Management shall be responsible for facilitating the adjustment of an employee to their new **work** situation by:

1. Providing them with a clear statement of their duties and official relationships, i.e. Post Description.
2. Instructing and guiding them in learning to perform their functions.
3. Introducing them properly to those staff members with whom they will be working.
4. Discussing with them at frequent intervals their progress in learning the **work**.

A6.03 In addition to the normal work review, Management shall periodically make a formal evaluation of the performance, conduct, and potentialities for greater usefulness of each employee under its supervision. The evaluation shall be made at such intervals as the work situation requires, but in no case, less frequently than:

1. At the end of one (1) month for permanent employees who are engaged in the trial period following a promotion or transfer selected for consideration of permanent placement in another position.
2. At the end of the normal three (3) months probation period, for probationary employees, and
3. Thereafter, once a year, for all employees;
4. All employees declared permanent after three (3)

months probation shall be raised to Step 1, except on occasions where their employment is terminated.

- A6.04 Management shall discuss its conclusions with the employee and make specific suggestions for improvement in all aspects of performance which are not entirely satisfactory.
- A6.05 The evaluation of performance, as reflected in these reports, shall be the basis for assisting the employee to make the most effective contribution to the work of the Corporation for decisions concerning the employee's status retention and for granting within grade salary increases.

ARTICLE A7 - JOB POSTING

- A7.01 When the Corporation intends to fill a permanent or temporary position, a notice will be posted on the bulletin board in all places of work covered by this Collective Agreement, for a minimum of five (5) working days, during which time permanent and probationary employees will have an opportunity to apply. Notices for permanent vacancies shall also be posted at the same time on workplace bulletin boards covering all other CUPE Local #907 (Outside Workers) employees, which will result in respective permanent employee entitlements of consideration at the same time.
- A7.02 Departmental relieving opportunities from within a department shall be provided on a seniority basis to qualified candidates without internal advertising requirements for periods of time involving three (3) weeks or less. If no candidates are available from within a department, temporary assistance from outside the bargaining unit shall occur.
- A7.03 The posting period will begin within five (5) working days of the day the vacancy occurs and the notice will remain posted for a minimum of five (5) working days or the Union will be notified that the position has been

discontinued. The Union shall be notified as to the successful applicant, grade and starting salary. Should a Union applicant be accepted, a specific reason shall be given as to why, in writing to each applicant.

- A7.04 Any probationary employee who is selected for placement in another position in accordance with Article 7.10 on a permanent basis shall be inserted thereto subject to the commencement of a new probationary period in accordance with Article 6.03.
- A7.05 Any permanent employee who is selected for placement in another position in accordance with Article 7.10 on a permanent basis shall be inserted thereto for a trial period of one (1) month. In the event that the selected applicant proves unsatisfactory or if the employee is unable or unwilling to continue to perform the duties of the new classification, he shall be returned to his former position without loss of seniority. Any other permanent employee promoted or transferred as a result of this rearrangement of positions shall be returned to their former position without loss of seniority.
- A7.06 A Limited Classification shall mean a classification for permanent or probationary employees which is for a limited duration not to exceed twelve (12) months or such longer period, as may be mutually agreed upon between the Employer and the Union.
- A7.07 Notice of posting with regard to the Limited Classification will indicate the estimated probable duration.
- A7.08 A probationary or permanent employee filling a Limited Classification shall, on termination of such classification, revert to the classification and grade held immediately preceding the selection.
- A7.09 The rate of pay for additional positions established shall be in conformity with the rate of pay for positions of similar kind and class. When changes in the

basic rate of pay are proposed, the work of the job classification will be reviewed and compared with the duties of comparable positions by the proper officers of the Corporation and the Union, with the object of reaching an agreement on revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

7.10 Applications for such appointments and promotion to positions specified in **ARTICLE 7.01**, shall be considered on the basis of being determined the most qualified person for the job taking into account the duties, function and responsibility requirements of the position as well as the skills, abilities, experience and formal qualifications of a candidate. Consideration of the foregoing factors shall be conducted in a fair and straight forward analysis manner for all applicants and will include candidate evaluation sheets for record of information purposes.

7.11 Should the evaluation process prove that two or more applicants possess relatively similar qualifications and abilities, then selection shall be made on the basis of seniority.

ARTICLE A8 - HOURS OF WORK AND OVERTIME

8.01 The normal working hours shall be 8:30 a.m. to 4:30 p.m. with a one (1) hour lunch break, Monday to Friday, inclusive.

8.02 A work break of fifteen (15) minutes duration shall be permitted once during the forenoon and once during the afternoon, to be taken at a time agreed upon by the Department Head.

8.03 Where the workload in the office requires that an employee must work in excess of one-quarter (1/4) hour beyond the regular quitting time in a day, or when overtime is authorized by the Department Head, the employee shall be compensated for such overtime in accordance with the provisions set out as follows:

- A8.04 Overtime shall be compensated for by granting equivalent compensative leave and/or monetary compensation as requested by the employee at that time. Compensative leave will be granted at a time mutually agreeable between employee and Department Head and to be taken within six (6) months of earning it. Both compensative leave and monetary compensation shall be at a rate of one and one-half (1-1/2) times the hours worked Monday through Friday, two (2) times the hours worked, Saturday and Sunday and two (2) times the hours worked plus a day's pay for a holiday.
- A8.05 Employees required to work more than two (2) hours overtime upon completion of a regular day's work will be allowed one-half (1/2) hour off with pay for meals, and one-half (1/2) hour off with pay for meals for each succeeding four (4) hours of continuous overtime thereafter.
- A8.06 Standby shall be paid to an employee who has been on call over the weekend. This pay is to be calculated at the rate of one (1) day's pay for each normal weekend on standby and one-half (1/2) a day's pay for each day over and above a normal weekend.
- A8.07 Employees who are called out after their regular working hours from Monday to Friday or on Saturday, shall be paid a minimum of two (2) hours at overtime rates. Employees who are called out on Sunday or on a legal holiday, provided for in this Agreement, shall be paid a minimum of four (4) hours at overtime rates. This section shall apply to flag raising duties.
- A8.08 An employee unable to report for duty on a work day shall notify his office of that fact within one (1) hour after the beginning of work unless department rules require an earlier reporting time.

ARTICLE A9 - PAID HOLIDAYS

A9.01 The following shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

and any other day that may be declared a holiday by the Mayor of the Council of the City. Staff to have off the last working afternoon before Christmas and New Year's.

A9.02 All employees shall be entitled to time off for paid holidays, when such holidays fall on a regularly scheduled work day. If a holiday falls on a Sunday, the following Monday shall be considered the paid holiday, except in the event Christmas falls on a Sunday, the previous Friday shall be considered the paid holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered the paid holiday, except in the event Boxing Day falls on a Saturday, the following Monday shall be considered the paid holiday.

ARTICLE A10 - RELIEVING IN OTHER GRADES

A10.01 If a probationary or permanent employee is temporarily transferred from his normal position to a position of a higher grade for more than three (3) consecutive working days, he shall receive the rate of the new grade for the full period worked in it.

A10.02 If a probationary or permanent employee is temporarily transferred from his normal position to a position of a lower grade, he shall continue to receive the rate of pay he was entitled to immediately prior to transfer.

A10.03 Payment for temporary transfers will be according to ARTICLE 10.01 and according to the step

specified in SCHEDULE "A". Further to, and in accordance with the above, an employee temporarily transferred to a higher rated position shall be paid for the period of such temporary transfer at the rate of the same step of his normal grade.

ARTICLE A11 - TRAVEL AND TRANSPORTATION

A11.01 The City shall pay approved travel expenses of an employee on any authorized travel in connection with official business.

A11.02 It is a condition of employment that certain positions require the employee to be in possession of, and be able to operate a motor vehicle, for the daily discharge of his duties. These positions include the following:

Inspectors
Survey Crew Party Chiefs
Municipal Law Enforcement Officer
Traffic Technician
Assistant Traffic Technician
Construction Inspectors
Property Maintenance Staff
Planner
Assistant Planner

A11.03 Notification will be given to the Local Union of any changes or additions to this list of specified positions where possession of a motor vehicle and the payment of a motor vehicle allowance for its use is a condition of employment.

A11.04 The amount of this monthly car allowance will be as follows:

POSITION	AMOUNT
Survey Crew Party Chiefs	\$310.00
Municipal Law Enforcement Officer	\$300.00
Inspectors	\$300.00
Traffic Technician	\$250.00
Assistant Traffic Technician	\$250.00

Construction Inspectors	\$200.00
Property Maintenance Staff	\$200.00
Planner	\$ 75.00
Assistant Planner	\$ 75.00

A11.05 Vehicle allowance payments will cease for all periods of employee absence exceeding one (1) continuous month excluding any time involving annual leave entitlements.

ARTICLE A12 - PROTECTIVE CLOTHING

A12.01 The Corporation will provide a clothing and safety boot allowance, as soon as possible after January 1st, to each employee who was a permanent employee as of January 1st, in the amount of one hundred and fifty-five dollars (\$155.00) to those persons permanently employed in the positions of:

Inspectors
 Survey Crew Party Chiefs
 Traffic Technician
 Assistant Traffic Technician
 Construction Inspectors
 Property Maintenance Staff
 Rodperson

A12.02 Clothing and boot allowances will only be provided to employees who physically work in a required position at least four (4) months in a calendar year.

A12.03 The Corporation will provide rubber boots with safety toe, work gloves and smocks, as required, at the discretion of the respective Department Heads concerned.

ARTICLE A13 - RESIGNATION, RETIREMENT, TERMINATION, DISCHARGE OR SUSPENSION, NOTICE OF LAYOFF

A13.01 A full-time employee who resigns, shall submit his resignation in writing to his Department Head and

give at least two (2) weeks notice. The Chief Administrative Officer, on the recommendation of the Department Head, may shorten or waive the notice period at his discretion.

- A13.02 The Corporation shall notify permanent employees in writing, who are to be laid off, ten (10) days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of the ten (10) days during which work has not been made available.
- A13.03 Permanent employees who are to be laid off or are laid off, shall be eligible for employment in other departments at the prevailing job rate of pay dependent upon a willingness to assume such other work and based on a maximum two (2) refusal limit. Time employed in this regard shall count as service. The Corporation agrees that if an employee is placed in another department as a result of a layoff they shall have first preference to return to their former departmental position upon the need of employment.

ARTICLE A14 - SALARY

- A14.01 The probationary salary only shall be paid to new employees of the Corporation on appointment. Appointment rates above probationary salary may be paid if the Chief Administrative Officer deems it necessary.
- A14.02 If an employee is promoted, or reduced in grade, his rate of pay in the new position shall be determined as follows:
- A) On promotion, the salary of the employee shall be fixed in the new grade at one (1) step below the step held in his present grade, except that merit may be considered in adding additional steps and except where the employee is in Step 1 at the time of pro-

motion. **In** such cases, the employee shall be placed in Step **1** of the higher grade.

B) On reduction in grade, the salary will normally be fixed at the step in the lower grade which corresponds to the current salary, or at the step nearest below, if there is no exactly corresponding step.

C) Temporary employees will be paid at a salary determined suitable by the Corporation, if appointed to a position classified as Grade **2** Clerical, or lower. If however, such employees are appointed to a position classified as Grade **3** Clerical, or higher, they will be paid the probationary rate of the applicable grade.

A14.03 The Salary Schedule, having been agreed to by both parties, **is** shown in SCHEDULE "A" attached and forms part of this Agreement.

ARTICLE A15 · CLASSIFICATION OF POSTS

A15.01 The city shall establish and maintain a plan for the classification of all **jobs** in the service according to the type and levels **of** duties and responsibilities of the posts and the qualifications required of the staff who occupy them. This plan shall include standards by which individual posts are to be classified.

A15.02 All jobs shall be classified in accordance with the present plan established under the provisions above. Classifications shall include assignment of official title, pay grade and job description. Management will agree to discuss any changes *to* classification with the Union.

A15.03 A permanent employee may, at any time, request a re-examination of the classification of the post which he occupies and any Department Head or the Union may, at any time, request re-examination of the classification of any post under their supervision. The effective date of such classification shall be the

date of approval, with payment of such classification retroactive to date new duties or responsibilities were assumed and application was made.

ARTICLE A16 - CONTRACTING OUT AND TECHNOLOGICAL CHANGES

- A16.01** The Corporation undertakes *to* give every employee in the bargaining unit as steady employment as the nature of the work permits. This undertaking shall *not*, however, be construed as a guarantee by the Corporation to give steady employment to employees.
- A16.02** In order to provide security for the members of the bargaining unit, no regular employees shall be dismissed by the employer because of mechanization, technological changes or contracting out.
- A16.03** The employer shall pay the full cost of any course of instruction approved by the employer for an employee to better address the requirements of his own job and such approval shall not be unreasonably withheld. Payment shall be made upon successful completion of the course.

ARTICLE A17 - ANNUAL LEAVE

- A17.01** Employees will request annual leave a minimum of twenty-four (24) hours prior to taking such leave.
- A17.02** Employees **shall** be permitted to take five (5) days of annual leave (or such greater number as may be approved by the supervisor) in various periods of one (1) week, in minimum segments of one-half (1/2) day. All remaining annual leave entitlement will be taken in minimum periods of one (1) week.

SCHEDULE "A"
SALARY SCHEDULE - EFFECTIVE JANUARY 1, 1993
(DAILY RATES - 7 HOURS)

GRADE	POSITIONS	PROBATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	Clerk-Typist	68.71	71.38	73.48	76.24	78.33	80.41	83.59
2	Switchboard Operator Clerk-Taxation & Accounting Clerk-Stenographer	85.73	88.06	91.68	95.12	97.72	100.33	104.30
3	Clerk-Stenographer Clerk-Accounting Clerk-Taxation & Accounting Computer Operator Cashier Rodperson	94.12	97.64	100.27	103.85	106.49	109.13	113.27
4	Computer Technician	101.50	105.12	107.73	111.36	114.00	118.61	120.89
5	Asst. Tax Collector Survey Crew Chief Clerk-Bookkeeper Property Maint. Staff Clerk-Stenographer Computer Section Supv'r. Computer Payroll Officer Construction Inspector Draftsperson Planning Draftsperson Office Supervisor/Sec'y	108.90	112.57	115.16	118.93	121.56	124.18	128.56
6	Mun. Law Enfcm't Officer Asst. Traffic Technician Assistant Planner Enforcement Officer/Insp. Inspector	116.25	120.00	122.65	126.47	129.11	131.71	136.16
7	Planner Traffic Technician Accountant Inspector	123.66	127.51	130.05	133.96	136.60	139.24	143.79

NOTE: Above positions are subject to approved Pay Equity adjustments.

SCHEDULE "B"
CITY OF BELLEVILLE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 907 (INSIDE WORKERS)
LIST OF EMPLOYEES IN ORDER OF SENIORITY
AS OF JUNE 30, 1993

NO.	EMPLOYEE	DEPARTMENT	POSITION	DATE OF EMPLOYMENT
1		Treasury	Mun. Law Enf. Off.	Aug. 19 '63
2		Treasury	Comp. Sec. Supv.	Nov. 4 '63
3		Public Works	Survey Crew Chief	Oct. 25 '65
4		City Clerk	Off. Supv./Sec'y.	Sept. 8 '86
5		Treasury	Cashier	Mar. 10 '67
6		City Clerk	Clerk Stenographer	Sept. 27 '67
7		Treasury	Accountant	Nov. 6 '67
8		Public Works	Inspector	Mar. 11 '68
9		Public Works	Clerk Stenographer	Apr. 9 '68
10		Parks & Rec.	Off. Supv./Sec'y.	May 21 '68
11		Public Works	Draftsperson	Jan. 12 '70
12		Parks & Rec.	Clerk-Bookkeeper	Dec. 19 '71
13		Planning	Clerk-Stenographer	Sept. 7 '72
14		Public Works	Clerk Stenographer	Apr. 30 '73
15		Treasury	Clark Stenographer	Sept. 3 '73
16		Public Works	Traffic Technician	June 9 '75
17		Public Works	Draftsman/Local Improvement Officer	Oct. 14 '75
18		Public Works	Const. Inspector	Apr. 27 '76
19		Public Works	Inspector	May 3, '76
20		Fire	Clerk Stenographer	Oct. 24 '77
21		Public Works	Survey Crew Chief	Apr. 24 '78
22		Public Works	Rodman	Jan. 14 '80
23		City Clerk	Clark Stenographer	June 9 '80
24		City Clerk	Clerk Stenographer	Sept. 30 '80
25		Public Works	Const. Inspector	Feb. 16 '81
26		Planning	Planning Draftsperson	Jan. 4 '83
27		Public Works	Draftsperson	Jan. 3 '84
28		Public Works	Clerk Stenographer	June 25 '84
29		City Clerk	Clerk Stenographer	Oct. 9 '84
30		Treasury	Clerk-Tax & Acct'g.	Mar. 4 '85
31		Public Works	Inspector	May 7 '85
32		Treasury	Comp. Operator	June 16 '86
33		Public Works	Prop Maint. Staff	Aug. 11 '86
34		Treasury	Comp. Payroll Off.	Feb. 8 '87
35		Public Works	Asst Traffic Tech.	Nov. 16 '87

NO.	EMPLOYEE	DEPARTMENT	POSITION	DATE OF EMPLOYMENT
36		Public Works	Clerk-Stenographer	Jan. 4 '88
37		Public Works	Enf. Off/Inspector	July 4 '88
38		Treasury	Asst. Tax Collector	Sept. 26 '88
39		Planning	Clerk-Stenographer	Sept. 27 '88
			(F/T July 20 '92 - 741.5 w. days banked)	
40		Parks & Roc.	Clerk-Stenographer	June 12 '89
41		Treasury	Clerk-Accounting	Oct. 23 '89
42		Planning	Planner	Jan. 2 '90
43		Public Works	Clerk-Stenographer	Apr. 2 '90
44		Treasury	Assistant Cashier	Apr. 9 '90
45		Public Works	Clerk-Stenographer	Oct. 25 '90
				(288 w. days)
46		Planning	Assistant Planner	Jan. 28 '91
47		City Clerk	PT Clerk-Steno	Mar. 19 '91
				(529 w. days)
48		Treasury	Clerk-Stenographer	Apr. 10 '92
49		Treasury	PT Comp. Technician	Apr. 27 '92
				(260 w. days)
50		Treasury	Clerk-Tax & Acct'g.	May 25 '92



City of Belleville

LETTER OF UNDERSTANDING #1

It is mutually agreed to implementation as follows:

The parties hereby agree to create a special joint committee which, during the term of the new agreement, will work towards the development of:

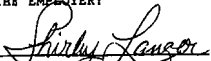
- i) an Employee Assistance Program,
- ii) a Worker's Rehabilitation Policy,
- iii) a Sick Leave Counselling Procedure,
- iv) an Occupational Health and Safety Program.

The special committee shall comprise one (1) Management and one (1) Union representative from each of the Public Works, Parks and Recreation - Parks Section, Parks and Recreation - Facility Section, Treasury and City Clerk's Department, together with the Director of Personnel and the CUPE Representative or their designates.

Agreements reached within the special committee shall be subject to ratification by the principles of both parties.

Signed at the City of Belleville, this 7th day of September, 1993.

FOR THE EMPLOYER:



SHIRLEY LANGER, MAYOR

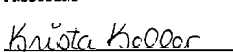


WILLIAM C. MORETON, CITY CLERK

FOR THE UNION:



PRESIDENT



SECRETARY



NATIONAL REPRESENTATIVE



City of Belleville

JOB EVALUATION/INTERNAL EQUITY

LETTER OF UNDERSTANDING #2

The Corporation of the City of Belleville and The Canadian Union of Public Employees and its Local #907 (Inside Workers - Clerical and Technical Employees) agree to endeavour to develop an in-house job evaluation/internal equity plan during the course of this collective agreement based on involving the following items:

- 1) Rewriting job descriptions
- 2) Formation of a Terms of Reference

Each party shall select their own committee members up to a maximum of three from the Union and the Employer.

The results are to be negotiable and a five step salary schedule is to be considered.


Signed at the City of Belleville 7th day of September, 1993.

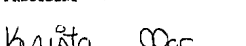
FOR THE EMPLOYER:


SHIRLEY LANGER MAYOR


WILLIAM C. MORETON

FOR THE UNION:


PRESIDENT


SECRETARY


NATIONAL REPRESENTATIVE



City of Belleville

HELP OUTS

LETTER OF UNDERSTANDING #3

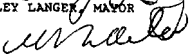
The parties involved hereto will agree to "help out" employee transfers based on the following steps of criteria:

- 1) All activities are to be Personnel Department co-ordinated.
- 2) All placements are to be handled on a verbal/short term notice basis.
- 3) The maximum time periods involved will be for three (3) days for work overload restrictions and unexpected replacement purposes.
- 4) Employee selection will be at the discretion of the respective department head of authority.
- 5) There will be no pay adjustments.
- 6) This process of action will be subject to review annually.

Signed at the City of Belleville 7th day of September, 1993.

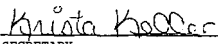
FOR THE EMPLOYER:


SHIRLEY LANGER, MAYOR


WILLIAM C. MORETON

FOR THE UNION:


PRESIDENT


SECRETARY


NATIONAL REPRESENTATIVE



City of Belleville

WORKERS' COMPENSATION BOARD DISCUSSIONS

LETTER OF UNDERSTANDING #4

The parties involved hereto will agree to follow Provincial Government legislation towards reviewing all proper procedures commencing with Workers' Compensation Board representative discussions during 1993. In 1994 the parties involved hereto will endeavour to resolve issues arising from these discussions.

Signed at the City of Belleville this 7th day of September, 1993.

FOR THE EMPLOYER:


SHIRLEY LANGER, MAYOR


WILLIAM C. MORETON

FOR THE UNION:


PRESIDENT


SECRETARY


NATIONAL REPRESENTATIVE

APPENDIX "B"

ARTICLE BI - SCOPE

B1.01 **Public Works Department Employees**

A) The Corporation recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Public Works Department, save and except Superintendents, persons above the rank of Superintendent, non-working Foremen and office staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed for the summer vacation period.

B) Persons, whose regular jobs are not in the Public Works Department bargaining unit, shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available.

B1.02 **Parks and Recreation Department - Parks Section Employees**

A) The Corporation recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Parks and Recreation Department - Parks Section, save and except General Supervisor, persons above the rank of General Supervisor, non-working Foremen, office and technical staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed for the summer vacation period.

B) Persons, whose regular jobs are not in the Parks and Recreation Department - Parks Section bargaining unit, except students working for the Parks and Recreation Department under volunteer programs, shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available.

B1.03 Parks & Recreation Department - Facility Section Employees

A) The Corporation recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Corporation of the City of Belleville, regularly employed under the Corporation of the City of Belleville's Parks and Recreation Department - Facility Section, save and except Superintendent of Facilities, persons above the rank of Superintendent of Facilities, programming staff and part-time personnel to leisure activities from May 1 to October 15.

B) Persons, whose regular jobs are not in the Parks and Recreation Department - Facility Section's bargaining unit, except students working for the Facility Section under volunteer programs, shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available.

B1.04 Parks & Recreation Department - Recreation Facility Employees

(d) No employees coming within the scope of this Agreement shall be required to make any written or verbal agreement which may conflict with the terms of this Contract.

**ARTICLE B2 - DEPARTMENT/SECTIONAL
EMPLOYEE TRANSFERS**

B2.01 The two (2) departments shall comprise Public Works, Parks and Recreation, and will be composed of three (3) sections as follows:

- Works
- Parks
- Facility

B2.02 It is mutually agreed that employees may be transferred from time to time to other sections and, should this be done, no other persons shall perform the work of

the said employees during the period that they are transferred.

- B2.03** The Employer agrees to notify the Union respecting the sections to which employees are assigned. Should they be moved to another section for more than five (5) days, the Employer shall notify the Union immediately.
- B2.04** The Employer further agrees that an employee moved from one section to another shall have first preference to go back to his/her former section before summer students or new employees are employed.
- B2.05** Employees transferred from their section to a different section shall be transferred in the reverse order of seniority within their section, subject to being able and having the ability to do the work.

ARTICLE B3 - UNION COMMITTEE

- B3.01** The Corporation acknowledges the rights of the Union to elect, appoint, or otherwise select, Union Committees for the purpose of this Agreement consisting of not more than three (3) members, or four (4) members during negotiations, to carry out the proper functions of the Union. The Corporation agrees to recognize and deal with the above Committees with respect to any matter which properly arises from time to time during the term of this Agreement, including grievances and the negotiation of a new Collective Agreement,
- B3.02** In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with matters arising out of this Agreement. However, the Corporation reserves the right to withhold payment if the Union Committees do not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal

amount of time is consumed in dealing with such matters.

Compensation will not be allowed for time spent outside the employee's regular working hours.

- B3.03** **An** Employee's Relations Committee shall be established and composed of two (2) Public Works employees, two (2) Parks and Recreation Department - Parks Section employees, and two (2) Parks and Recreation - Facility Section employees, to meet quarterly with representatives of the Corporation to discuss working conditions, etc. at a time and place designated by the Corporation.

ARTICLE B4 - LEAVE OF ABSENCE

- B4.01** Two (2) employees shall be granted leave of absence, with pay, to attend the Ontario and National CUPE Conventions or the National Health & Safety Conference. It is preferred that both employees are not from the same department and that three (3) weeks written advance notice be given to the applicable immediate Supervisor for the respective department.

ARTICLE B5 - LEGAL HOLIDAYS

- B5.01** For the purpose of these rules, legal holidays **shall** be considered to be:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	The last working afternoon before Christmas &
Civic Holiday	New Year's
Labour Day	

and any other day that may be declared a holiday by the Mayor, Council of the City, Provincial or Federal Governments.

- B5.02 However, legal holidays will be provided to all part-time Parks and Recreation Department - Facility Section employees in accordance with the length of time considered to be a normal working day, i.e. if Ticket Clerks, Canteen Attendants, and Part-time Program Employees normally work a three (3) hour day, they would therefore, receive three (3) hours' pay for a legal holiday.
- B5.03 All employees shall be entitled to time off for legal holidays, when such holidays fall on regularly-scheduled working days. If a holiday falls on a Sunday, the following Monday shall be considered the legal holiday, except in the event Christmas falls on Sunday, in which case, the previous Friday shall be considered the paid holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered the legal holiday, except in the event Boxing Day falls on a Saturday, the following Monday shall be considered the legal holiday.
- B5.04 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a time mutually agreeable to the employee and his immediate Supervisor, for the respective department within twelve (12) months of the applicable holiday involved.

ARTICLE B6 - HOURS OF WORK AND OVERTIME

B6.01 Public Works Department

- A) The normal work week for employees shall consist of forty (40) hours, consisting of five (5) days of eight (8) hours each from Monday to Friday, from 7:30 a.m. to 4:30 p.m., with one (1) hour off for lunch.
- B) A shift premium of sixty cents (60¢) per hour will be paid to all Public Works employees who report for work between 4:30 p.m. and 7:30 a.m. for their entire regular shift duty.

B6.02 Parks & Recreation Department - Parks Section

A) The normal work week for employees shall consist of forty (40) hours, consisting of five (5) days of eight (8) hours each from Monday to Friday, from 8:00 a.m. to 4:30 p.m., with one-half (1/2) hour off for lunch.

B) Employees, whose work week shifts are other than the preceding paragraph above, shall receive a sixty cent (60¢) per hour premium for all hours not specified.

C) Work performed by employees on a sixth (6th) or seventh (7th) day shall be at double time.

B6.03 Parks & Recreation Department - Facility Section

A) The normal work week for arena employees shall be forty (40) hours, comprised of five (5) days per week, eight (8) hours per day, Monday to Friday, from 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour off for lunch, except for Arena Maintenance Persons, Light Equipment Maintenance Operators and Lead Hands whose work week shall be forty-two and one half (42-1/2) hours, consisting of five (5) days per week and eight and one-half (8-1/2) hours per day, Monday to Friday, from 8:00 a.m. to 4:30 p.m., with a one half (1/2) hour paid running lunch while arena ice is in and they are engaged in ice related activities. Under such circumstances, forty-two and one-half (42-1/2) hours shall be considered a normal work week without premium pay. Further, arena employees, except Part-time Program Employees, Canteen Attendants, Canteen Supervisor, Arena Broom Gang, and Cleaning Staff will be given at least every fourth (4th) weekend off in lieu of payment of overtime, for working one shift of seven (7) consecutive days in the four (4) week period. The permanent arena employees shall be permitted to change full shifts upon giving three (3) days

written notice and conditionally, no overtime will be required to be paid.

B) Employees, except Cleaning Staff, Canteen Attendants, Canteen Supervisor, Part-time Program and employees whose work week shifts are other than the preceding paragraph above, shall receive a sixty cent (60¢) per hour premium for all hours not specified, with shifts being rotated on a regular basis, as near as possible.

C) For the position of Cleaning Staff, Canteen Attendants, Canteen Supervisor and Part-time Program Employees, the normal work week will be scheduled as required, in accordance with the Parks and Recreation programming, in their respective facilities.

D) Custodian's normal work week shall consist of five (5) days of eight (8) hours each day, Monday to Friday, from 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. If the Custodian's work week is in shifts, other than this, a sixty cent (60¢) per hour premium shall be paid for all hours worked.

E) Except as noted above, work performed by employees on a sixth (6th) or seventh (7th) day shall be double time.

B6.04 Parks and Recreation Department Employees

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance, and neither the schedule of hours nor shifts of employees may be changed without at least three (3) days' advance notice given to the affected employees and the Union.

B6.05 A) Any employee, who performs work in excess of his normal eight (8) hour shifts shall be paid for such work at the rate of one and one-half (1-1/2) times his straight time rate, up to twelve (12) hours. Any continuous shift

over twelve (12) hours shall be double (2) times the straight time rate.

B) Work performed on Saturday or on Sunday, shall be double (2) times the straight time rate.

C) ARTICLE **B6.05(B)** does not apply to Parks and Recreation Department - Parks Section Employees, whose regular shift falls on Saturday or Sunday.

D) ARTICLE **B6.05(B)** does not apply to Parks and Recreation Department - Facility Section Employees, whose regular shift falls on Saturday or Sunday.

E) Work performed on a legal holiday shall be paid at the rate of double (2) times the straight time rate, plus the day's pay.

F) Shift pay will not be permitted on these days to Parks and Recreation Department - Parks Section Employees or for Parks and Recreation Department - Facility Section Employees.

G) All overtime must be authorized by the immediate Supervisor, or his designate.

B6.06 Standby time for Public Works employees shall be from 4:30 p.m. Friday to the same time the following Friday. Standby time, as required, for Parks and Recreation Department - Parks Section Employees shall be from 4:30 p.m. Friday to the same time the following Friday. Compensation shall be at the rate of one (1) day's pay per week. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under ARTICLE 13, as compensation for standby. Standby crews will be called in to do emergency work only. Beepers shall be provided for two (2) sewer standby positions.

B6.07 Employees required to work more than two (2) hours overtime will be allowed one-half (1/2) hour for meals with pay and each succeeding four (4) hour shift

thereafter. Employees who work completely between **12:00** midnight and **7:30** a.m. on overtime will be allowed four dollars and twenty-five cents (**\$4.25**) for breakfast, except those employees who receive shift premium.

B6.08 A) Overtime rates for minimum call-back times shall be determined by the day on which the call-back occurs as follows:

B) Employees who are called back after their regular working hours from Monday to Friday shall be paid a minimum of two (**2**) hours at the rate one and one-half (**1-1/2**) times the straight time rate.

C) Employees who are called back on Saturday shall be paid a minimum of two (**2**) hours at the rate of two (**2**) times the straight time rate.

D) Employees who are called back on Sunday shall be paid a minimum of four (**4**) hours at the rate of **two (2)** times the straight time rate, except for Canteen Attendants and Part-time Program Employees who shall be paid for a minimum of two (**2**) hours.

E) Employees who are called back on Legal Holidays shall be paid a minimum of four (**4**) hours at the rate of two (**2**) times the straight time rate plus the straight time, except for Ticket Clerks, Canteen Attendants and Part-time Program Employees, who shall be paid for a minimum of two (**2**) hours.

F) If the call-back continues beyond the minimum period, all time over and above the minimum shall be paid at the overtime rate applicable for the day the time is actually worked.

G) Employees who are called back after their regular working hours will be permitted to return home following the completion of the emergency work for which the call-back was originated and any other emergency work requiring attention at that time, subject to the said employees attending to additional calls received

within the time for which minimum payment is being made as part of the original call back. Call-backs received by employees following their completion of emergency work, their return home and the expiration of the minimum time for which payment is being made, will be considered a separate call-back.

H) Employees who give up their position on the emergency call-back list must give a minimum of two (2) weeks' notice.

B6.09 Overtime and call-back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. The officers of the Local Union shall have the privilege of examining the office records of the Corporation connected with the division of overtime among employees, subject to the provision that this privilege may be used in other than normal working hours. The overtime worked by employees the previous day is to be marked on the bulletin board the following working day by the immediate Supervisor, or his designate.

B6.10 In the event of an employee reporting for work in any day and being sent home before he has completed four (4) hours, he shall be paid for four (4) hours, except Ticket Clerks, Canteen Attendants, and Part-time Program Employees, who shall have three (3) hours applied in both of these instances.

B6.11 A) All Public Works and Parks and Recreation Department - Facility Section employees shall be permitted a fifteen (15) minute rest period both in the first and the second half of a shift. The provisions of this paragraph shall also apply to employees working overtime in excess of two (2) hours.

B) During the normal hours of work, Parks and Recreation Department - Parks Section employees shall be entitled to fifteen (15) minute break period both

in the first half and the second half of a shift. When necessary to leave the existing work area for his break period, one Parks and Recreation Department - Parks Section employee may use a City vehicle to obtain refreshments for other employees at a reasonable location, providing his time does not exceed twenty **(20)** minutes in break total.

B6.12 Employees shall be allowed to leave their job site fifteen **(15)** minutes before the lunch period and before quitting time to return to their home base of operation. Employees already at their home base shall be allowed fifteen **(15)** minutes before the lunch period and before quitting time for personal cleanup purposes.

B6.13 A) An employee, required to use his own vehicle to go to and from the job, will be paid twenty-eight cents (280) per km. vehicle allowance or four dollars and seventy-five cents **(\$4.75)** per day for each day a vehicle is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.

B) An employee required to use his own truck for haulage purposes will be paid twenty-eight cents (280) per km, truck allowance or fifteen dollars (\$15.00) per day for each day a truck is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.

C) It is a condition of employment that an employee enrolled in the position of Refrigeration Operator on a permanent basis be required to be in possession of, and be able to operate a motor vehicle for the daily discharge of his duties for a monthly car allowance in the amount of \$145.00. Vehicle allowance payments will cease for all periods of employee absence exceeding one (1) continuous month excluding any time involving annual leave entitlements.

B6.14 Accumulation of Paid Time-Off in lieu of Overtime Payment for Permanent Employees

A) Overtime up to a maximum of forty (40) hours may be accumulated and banked in one (1) hour segments between January 1 and December 1 of each calendar year upon receiving written request from an employee and compensated for at the rate saved by granting leave equivalent to overtime rates in conjunction with Article 9.11 at a time mutually agreeable between the employee and the immediate Supervisor, subject to the following limitations, which includes the usage of annual leave.

B) Overtime accumulations in excess of forty (40) hours for leave purposes will be permitted at the discretion of the immediate supervisor.

C) Such overtime may only be accumulated from call-back or additional assigned full shift situations. It is recognized that call-backs or additional assigned full shifts are not permitted to those employees who are already away from their regularly assigned shifts except for emergency purposes.

D) As soon as possible after December 1st of each year all banked overtime, less any time that has been scheduled to be taken during the month of December, shall be paid out at the rate of pay in effect at the time it was earned.

B6.15 Public Works Department

Employees shall be entitled to take their compensative leave on a first come basis after earning it at any time during the calendar year providing that not more than fifteen (15) employees and one (1) Mechanic shall be off work during July and August, and only up to eight (8) employees and one (1) Mechanic shall be off work at any one (1) time during other months.

B6.16 Parks and Recreation Department - Parks Section

Employees shall be entitled to take their compensative leave on a first come basis after earning it at any time during the calendar year, providing that not more than four (4) employees and one (1) Mechanic shall be off work at any one time.

B6.17 Parks and Recreation Department - Facility Section

Employees shall be entitled to take their compensative leave on a first come basis after earning it at any time during the calendar year providing that not more than four (4) employees and one (1) Refrigeration Operator shall be off work at the same time during the period of May 1 to August 30 and not more than two (2) employees shall be off work at the same time during the balance of the year.

ARTICLE B7 - SAFETY PROVISIONS

B7.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees. In accordance with this undertaking, all vehicles and shops will be equipped with First Aid Kits.

B7.02 A Safety Committee shall be established and composed of two (2) representatives appointed by the Corporation and two (2) representatives of the Union.

B7.03 The Safety Committee shall meet at least once every three (3) months and all unsafe or dangerous conditions shall be taken up and dealt with at these meetings.

B7.04 Minutes of all Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the immediate Supervisor and the Union.

ARTICLE B8 - PROTECTIVE CLOTHING

B8.01 Inclement Weather Allowance

A) Suitable rubber clothing, as may be determined by the Corporation, will be provided to Public Works employees only, whose duties require them to work in wet or inclement weather. Suitable clothing shall mean one (1) pair of rubber boots, rubber suit with hood, and rubber gloves. All such clothing remains the property of the Corporation and is to be stored in Public Works employee's locker at all times, when not in use on Corporation business.

B) Suitable rubber clothing, as may be determined by the Corporation, will be provided to Parks and Recreation Department - Parks Section employees only, whose duties require them to work in wet or inclement weather. Suitable clothing shall mean one (1) pair of rubber boots, rubber suit with hood, and rubber gloves. All such clothing remains the property of the Corporation.

C) Suitable rubber boots as may be determined by the Corporation, shall be provided to each permanent arena employee. Such rubber boots are to be stored in each employee's locker at all times, when not in use on Corporation business.

B8.02 A protective helmet will be provided to each Public Works and Parks and Recreation Department - Parks Section employee only, in accordance with the regulations made under The Construction Safety Act.

B8.03 All permanent employees must wear, at all times, boots and shoes with protective toe caps. The Corporation will pay seventy-five dollars (**\$75.00**) towards the cost of one pair of boots or shoes per permanent employee per calendar year, except in the case of the Oiler Operators, where the allowance shall be paid for each of two (2) pairs of boots or shoes per seniority year.

B8.04 Boots and shoes will only be provided to employees who physically work in a required position at least four (4) months in a calendar year.

B8.05 A) As soon as possible after January 1st of each year, the Corporation will provide to each Public Works Department employee, who was a permanent employee on January 1st, one (1) issue of Protective Clothing, consisting of two (2) pairs of work pants and one (1) work jacket, OR two (2) pairs of work pants and two (2) safety T-shirts. Three (3) issues of protective clothing will be supplied to each of the three (3) Mechanics; and two (2) issues to one (1) Oiler Operator and one (1) Helper plus one (1) replacement, if necessary; two (2) issues to each of the three (3) men Sewer Bucket Cleaning Crew, the steady Driver and Helper on the Sewer Service Truck. The Corporation will provide, as soon as possible after January 1st to all Public Works employees, who are permanent employees on January 1st, one (1) jacket and one (1) pair of pants OR one (1) pair of coveralls in lieu of a parka, and continue every other year thereafter. Work gloves and work mitts will be supplied as required. The Union will be permitted to provide specification suggestions regarding protective clothing.

B) As soon as possible after January 1st of each year, the Corporation will provide to each Parks and Recreation Department - Parks Section employee, who was a permanent employee as of January 1st, one (1) issue of protective clothing, two (2) pairs work pants and one (1) work jacket, OR two (2) pairs of work pants and two (2) safety T-shirts. Additionally, the two (2) Mechanics will be provided with either two (2) pairs work pants and two (2) work jackets OR two (2) pairs of coveralls. The Corporation will provide, as soon as possible after January 1st, to all Parks and Recreation Department • Parks Section employees, who are

permanent employees on January 1st, one (1) jacket and one (1) pair of pants or one (1) pair of coveralls in lieu of a parka and continue every other year thereafter. Work gloves and work mitts will be supplied as required. The Union will be permitted to provide specification suggestions regarding protective clothing.

C) As soon as possible after January 1st of each year, the Corporation will provide to each permanent Parks and Recreation Department - Facility Section employee, who was a permanent employee on January 1st, one (1) issue of protective clothing, consisting of two (2) pairs of work pants and two (2) self-identified work shirts and two (2) golf shirts (I.D.). The Refrigeration Operator, who was a permanent employee on January 1st, shall also be provided with one (1) pair of coveralls annually. The Corporation will provide, as soon as possible after July 1st to Parks and Recreation Department - Facility Section employees, who are permanent employees on July 1st, one (1) pair of pants or one (1) pair of coveralls in lieu of a winter jacket, in alternate years. Work gloves and work mitts will be supplied as required. The Union will be permitted to provide specification suggestions regarding protective clothing.

NOTE: Coveralls referred to above will be of a spark resistant nature.

B8.06 The wearing of the articles referred to in paragraphs B8.01, B8.02 and B8.03 by employees while on duty is a condition of employment.

ARTICLE B9 - WAGES AND JOB CLASSIFICATION

B9.01 The wage schedule referred to as Schedules "A1", "B" and "C" shall be part of this Agreement. Where an employee is performing work in a classification higher

than his own for an accumulated period of less than **six (6)** months, he shall be paid at the rate for the higher classification except while on vacation and sick leave.

B9.02 Where an employee performs the work of a higher classification for six (6) months or more in a calendar year, he shall be paid at the higher rate for all vacation and sick leave taken during assignment to the higher rated classification.

B9.03 One (1) Steamer Operator, one (1) Roller Operator, one (1) Compressor Operator, one (1) Hydraulic Sewer Cleaning Machine Operator and one (1) Hydraulic Sewer Cleaning Machine Helper will be provided the opportunity to work on downtown snow pick-up, at the Labourer's rate of pay.

ARTICLE B10 - CONTRACTING OUT AND TECHNOLOGICAL CHANGES

B10.01 Three (3) months before the introduction of any technological or other changes, or new methods of operation, or contracting out which affect the rights of employees, conditions of employment, wage rates or work loads, the employer shall notify the Union of proposed change. Any such change shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining.

B10.02 No regular employee, except part-time Parks and Recreation - Facility Section employees, shall be dismissed by the employer because of mechanization, technological, or contracting out, or other changes.

B10.03 The employer shall pay the full cost of any course

of instruction approved by the employer for an employee to better address the requirements of his own job. Such approval shall not be unreasonably withheld. Payment shall be made upon successful completion of the course.

ARTICLE B11 - SENIORITY

- B11.01** Seniority is defined as the length of service with the employer from his original date of hire as set forth below.
- B11.02** Probationary Period:
- A) All new employees shall be on probation for a period of three (3) months from date of hire.
 - B) During the probationary period, an employee's service may be terminated without recourse to the Grievance Procedure.
 - C) Seniority, holiday benefits, and other items referable to length of service shall be based upon the original date of appointment, following completion of a probationary period.
 - D) Notwithstanding the above provisions of this article when a probationary period is interrupted by illness, injury or for any other reason for a period of one (1) week altogether, the probationary period shall be extended by an equivalent amount of time that exceeds one (1) week.
- B11.03** A Seniority List shall be compiled twice annually for each respective department and each individual employee will be placed thereon in accordance with his term of continuous service with the Corporation.
- B11.04** Seniority shall apply as provided for in Appendix B, Schedules "D", "E" and "F" respectively as revised from time to time.

- B11.05** Seniority shall govern in cases of layoff and recall. The last employee hired shall, in case of layoffs, be the first laid off, and in the case of recalls, the last employee laid off, shall be the first one recalled.
- B11.06** Permanent employees, who are to be laid off, or are laid off shall be eligible for employment in other departments at the prevailing job rate of pay, but not less than the labourer's rate, dependent upon willingness to assume such other work based upon two refusals and such employment being available within **180** calendar days from the date of layoff. Time employed in this regard, shall count as service. Accumulation of seniority shall be governed by ARTICLE B10.04 of this Agreement. The Corporation agrees an employee placed in another department, as a result of a layoff, shall have first preference to return to his former department before new employees are hired in that department.
- B11.07** Employees may be temporarily promoted to another City position outside of their seniority group for periods up to two (2) years and seventeen (**17**) weeks subject to a loss of seniority for the period of time involved.
- B11.08** Permanent employees, who serve in Her Majesty's Forces, shall be considered as being **on** leave of absence and shall retain their seniority rights and **will** continue to accumulate seniority, providing they return to full-time employment within ninety (**Sa**) days of honourable discharge.
- B11.09** If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Corporation, he shall not lose seniority rights.

An employee shall only lose his seniority in the event:

A) He is discharged for just cause and not reinstated.

B) He resigns.

C) He is absent from work in excess of five (5) working days without notifying his immediate Supervisor.

D) After a layoff, he fails to return to work within forty-eight (48) hours (excluding Saturday and Sunday), after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of his current address.

- B11.10 All employees shall be considered as permanent on completion of their probationary period.

ARTICLE B12 · JOB VACANCIES

- B12.01 The Corporation will notify the Union in writing within five (5) working days prior to filling any staff changes covered by the terms of this Agreement and post notices of the position in all departments covered by the Agreement, in order that all members will know about the position and be able to make written application therefor.

- B12.02 Such notice will be posted within five (5) days from the date vacancy occurs and shall contain the following information:

Nature of position, rate of pay, required knowledge and education, ability and skills, whether day or night shift;

OR

Notify the Union that the position is to be discontinued.

- B12.03 Commencing January 1, 1993, temporary employees may be hired for a period, or periods, totalling not

more than seven (7) months (140 working days) in a calendar year. Employees hired as temporary and retained for a period, or periods which exceed seven (7) months in a calendar year, shall automatically be considered as permanent employees and their seniority shall date from the day on which seven (7) months prior to the day of permanency taking effect actually occurred. Temporary or casual employees, if retained as permanent employees, shall be credited with their service to be applied to their probationary period.

Note - working days are defined as follows:

Facilities - a working day is any day or part thereof that an employee works;

All other areas - a working day is any day or part thereof that any employee works plus all approved days off or statutory holidays.

Further, it is agreed that ARTICLE **B12.03**, does not apply to Parks and Recreation - Facility Section employees hired under the classification of Canteen Supervisor, Recreation Cleaning Staff, Arena Broom Gang, Part-time Program Employees and Canteen Attendants.

B12.04 When staff changes coming within the provisions of this Agreement are made, seniority shall govern in each respective department, providing that the applicant has the necessary skill, ability, and competence. Notice of permanent vacancies shall also be posted at the same time on workplace bulletin boards covering CUPE Local #907 (Outside & Inside) employees, which will result in respective permanent employee entitlements of consideration at the same time. In the event a successful applicant proves unsatisfactory during the trial period of one (1) month or if the employee is unable or unwilling to continue to perform the duties of the new job

classification he shall be returned to his former position without the loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of jobs shall be returned to his former position without loss of seniority. The Corporation will afford every opportunity to receive additional training on the job where possible.

- B12.05 The Union shall be advised in writing as to the name of the successful applicant. An objection by the Union to staff changes may be dealt with in accordance with the Grievance Procedure.
- B12.06 When new positions are created, or existing positions reclassified, the Corporation will advise the Union, in advance, of the proposed Classification.
- B12.07 The Union shall be notified in writing of all new appointments, promotions, hirings, layoffs, rehiring, and termination of employment.
- B12.08 The Corporation agrees to acquaint all new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in ARTICLE 2, dealing with UNION SECURITY AND CHECK-OFF OF UNION DUES. New employees shall be presented with a copy of the Agreement on commencement of employment.
- B12.09 When temporary appointments are made to the positions referred to in Appendix B, Schedules "A", "B" and "C" seniority shall govern providing the applicant has the necessary skill, ability, and competence.

ARTICLE B13 - DISCHARGE PROCEDURE

- B13.01 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated

in his former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his **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.

- B13.02** The Corporation shall notify permanent employees, who are to be laid off ten (**10**) days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (**10**) full days after notice of layoff, he shall be paid in lieu of work for that part of ten (**10**) days during which work has not been made available.

ARTICLE B14 - TOOLS AND EQUIPMENT

- B14.01** The Corporation agrees to supply all necessary tools and equipment required for all work. This is to include safety equipment, such as goggles and protective equipment such as hip rubber boots and rubber gloves. Each employee will be required to sign for the equipment issued to him and shall be held financially responsible for loss of tools and equipment through his negligence.

ARTICLE B15 - INCLEMENT WEATHER

- B15.01** During inclement or cold weather, employees required to travel from the Yards to jobs, and from the jobs to the Yards, will be transported under cover from the elements when such conveyance is available. Whenever possible during inclement weather, the Corporation shall endeavour to provide indoor work for outside crews.

ARTICLE B16 · ANNUAL LEAVE

- B16.01** Employees will request annual leave a minimum of three (3) working days prior to taking such leave, however the immediate supervisor may approve lesser notice time periods at his discretion.
- B16.02** Employees shall be permitted to take annual leave in various minimum segments of one-half (1/2) day or more subject to Article 9.11.

	- Chainsaw Operator	\$15.66
GROUP 5	- Equipment Operator, Grade 3	
	- Loader Operator	
	- Full-time Checker	
	- Traffic Maintenance Man	
	- Hydraulic Sewer Machine Operator	\$15.86
GROUP 6	- Equipment Operator, Grade 4	
	- Grader Operator	
	- Loader-Backhoe Operator	
	- Sub-Foreman	\$16.10
GROUP 7	- Licensed Mechanic	\$16.55
GROUP 8	- A. Nil	\$17.05
	- B. Foreman Mechanic	\$17.40

SCHEDULE "A2"

NOTES - PUBLIC WORKS, PARKS AND RECREATION - PARKS SECTION AND FACILITY SECTION EMPLOYEE CLASSIFICATIONS,

- (a) The Corporation shall pay to the Apprentice Mechanic, the difference between his regular wages and his government apprenticeship school allowance, when he is in attendance at the compulsory schooling in his trade.
- (b) Employees may opt to have their City of Belleville Municipal Property Taxes deducted from their pay in fifty-two (52) equal installments by filing a written request for same with the City Treasurer.
- (c) Vacation pay shall be forty (40) hours at an employee's current rate, or two percent (2%) of an employee's earnings in the twelve (12) months prior to his taking vacation, for each week of vacation, whichever is greater. Earnings shall include holiday and vacation pay and any other paid leave of absence, with such difference calculated and paid on the first pay after July 1.
- (d) The Corporation shall classify new equipment within thirty (30) days of its introduction. Any dispute regarding classification of new equipment may be submitted to arbitration in accordance with the Grievance Procedure. The Arbitrator shall be empowered to determine the rate consistent with other rates.

SCHEDULE "B"
PARKS AND RECREATION DEPARTMENT - PARKS SECTION
CLASSIFICATIONS AND WAGES

		EFFECTIVE RATES: JAN. 1, 1993
CASUAL	<ul style="list-style-type: none"> - A) Snow Shovellers - B) Seasonal Employees (One rate for all duties assigned) 	<p>\$11.07</p> <p>\$12.95</p>
PROBATIONERS		\$12.35
GROUP 1	<ul style="list-style-type: none"> - A. Labourer 	\$14.90
GROUP 2	<ul style="list-style-type: none"> - Light Equipment Maintenance Operator 	\$15.32
GROUP 3	<ul style="list-style-type: none"> - Nil 	\$15.60
GROUP 4	<ul style="list-style-type: none"> - Loader-Backhoe Operator #1 - Gardener - Treeman - Pesticide Sprayer (Certified) - Chainsaw Operator 	\$15.66
GROUP 5	<ul style="list-style-type: none"> - Sign and Vehicle Painter 	\$15.86
GROUP 6	<ul style="list-style-type: none"> - Loader-Backhoe Operator #2 - Lead Hand - Gang Mower Operator (more than 4 gangs) 	\$16.10
GROUP 7	<ul style="list-style-type: none"> - Welder Mechanic 	\$16.55
GROUP 8	<ul style="list-style-type: none"> - A. Nil - B. Foreman Welder Mechanic 	<p>\$17.05</p> <p>\$17.40</p>

SCHEDULE "C"
PARKS AND RECREATION DEPARTMENT - FACILITY
SECTION CLASSIFICATIONS AND WAGES

**EFFECTIVE
RATES:**

JAN. 1, 1993

PART-TIME PROGRAM EMPLOYEES	\$ 7.15
ARENA BROOM GANG	\$ 7.37
CANTEEN ATTENDANTS	\$ 7.37
RECREATION CLEANING STAFF	\$ 9.03
CANTEEN SUPERVISOR	\$14.90
CASUAL	\$11.07
- A) Snow Shovellers	
- B) Seasonal Employees (one rate for all duties)	\$12.95
PROBATIONERS	\$12.35
GROUP 1	\$14.90
- A. Maintenance Staff	
GROUP 2	
- Arena Maintenance Person	
- Light Equipment Maintenance Operator	\$15.32
GROUP3	\$15.60
- Nil	
GROUP4	\$15.66
- Nil	
GROUP5	\$15.86
- Nil	
GROUP 6	\$16.10
- LEAD HAND	
GROUP7	\$16.55
- Nil	
GROUP 8	
- A. Refrigeration Operator (Class "B" Refrigeration Certificate from Government of Ontario)	\$17.05
- B. Nil	\$17.40

SCHEDULE "D"

CITY OF BELLEVILLE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 907 (DEPARTMENT OF PUBLIC WORKS) LIST OF EMPLOYEES IN ORDER OF SENIORITY AS OF JUNE 30,1993

NO.	EMPLOYEE	POSITION	CLASS	DATE OF EMPLOYMENT
1.		Sewer Truck Driver	2	Nov. 7 '57
2.		Sweeper Operator	4	Apr. 5 '58
3.		Weigh Scala Operator	3	Apr. 15 '58
4.		Truck Driver	2	May 5 '83
5.		Loader Operator	5	Nov. 18 '83
6.		Traffic Maintenance	5	June 18 '84
7.		Truck Driver	2	May 24 '88
8.		Backhoe Operator	6	May 30 '88
9.		Flusher Operator	2	Apr. 8 '89
10.		Store Keeper	3	May W '69
11.		Grader Operator	6	Feb. 16 '71
12.		Checker	5	June 22 '71
13.		Truck Driver	2	May 1 '72
14.		Roller Operator	2	June 4 '73
15.		Labourer	1	Apr. 16 '74
16.		Labourer - Sewer Truck	1	Apr. 30 '74
17.		Loader Operator	5	Dec. 30 '74
18.		Truck Driver	2	Mar. 30 '76
19.		Truck Driver	2	Mar. 31 '76
20.		Labourer	1	Apr. 1 '76
21.		Truck Driver	5	Apr. 12 '78
22.		Truck Driver	2	July 26 '78
23.		Articulated Tractor Operator	2	Dec. 5 '77
24.		Truck Driver	2	Aug. 21 '78
25.		Hydraulic Sewer Cleaning Machine Helper	2	Jan. 8 '79
26.		Formsetter	4	July 30 '80
27.		Asphalt Sub-Foreman	6	Jan. 4 '84
28.		Foreman Mechanic	8	Feb. 11 '85
29.		Labourer	1	Mar 5 '85
30.		Pipelayer	2	July 8 '85
31.		Compressor Operator	2	Nov. 3 '86
32.		Hydraulic Sewer Cleaning Machine Operator	5	Dec. 23 '88
33.		Steamer Operator	2	Aug. 8 '89
34.		Labourer	1	Nov. 20 '89

NO.	EMPLOYEE	POSITION	CLASS	DATE OF EMPLOYMENT
35		Mechanic	7	Jan. 29 '90
36.		Mechanic	7	Oct. 22 '90
37.		Labourer	1	May 14 '91
38.		Labour01	1	May 14 '91
39.		Pipelayer	2	Jan. 21 '92
40.		Labourer	1	Nov. 30 '92
41.		Labourer	1	Dec. 7 '92
42.		Labourer	1	Dec. 14 '92

SCHEDULE "E"
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 907
(PARKS DEPARTMENT)
LIST OF EMPLOYEES IN ORDER OF SENIORITY
AS OF JUNE 30, 1993

NO.	EMPLOYEE	POSITION	CLASS.	DATE OF EMPLOYMENT
1.		Loader-Backhoe Operator #2	6	Apr. 8 '70
2.		Foreman Welder Mechanic	8	Nov. 9 '70
3.		Truck Driver	2	May 3 '71
4.		Lead Hand	6	May 25 '72
5.		Gardener	4	Oct. 23 '72
6.		Gardener	4	Apr. 18 '74
7.		Tree Man	4	Apr. 19 '74
8.		Truck Driver	2	Dec. 8 '77
9.		Tractor Operator	2	Apr. 28 '78
10.		Welder Mechanic	7	Dec. 8 '82
11.		Labourer	1	Nov. 17 '86
12.		Labourer	1	Nov. 24 '88
13.		Labourer	1	Oct. 5 '92

SCHEDULE "F"
CITY OF BELLEVILLE
CANADIAN UNION OF PUBLIC EMPLOYEES
(RECREATION DEPARTMENT)
LIST OF EMPLOYEES IN ORDER OF SENIORITY
AS OF JUNE 30, 1993

NO.	EMPLOYEE	POSITION	CLASS.	DATE OF EMPLOYMENT
1.		Refrigeration Operator	8	Oct. 2 '69
2.		Refrigeration Operator	8	Sept. 5 '72
3.		Lead Hand	6	Feb. 16 '76
4.		Lead Hand	6	Dec. 12 '77
5.		Arena Maintenance Parson	1	Dec. 27 '77
6.		Arena Maintenance Parson	1	July 7 '80
7.		Lead Hand	6	Oct. 14 '81
8.		Arena Maintenance Parson	1	Oct. 15 '81
9.		Arena Maintenance Person	1	Mar. 14 '84
10.		Arena Maintenance Person	1	Sept. 15 '86
11.		Custodian		Dec. 10 '69
12.		Custodian		Jan. 1 '91



City of Belleville

LETTER OF UNDERSTANDING #1

It is mutually agreed to implementation as follows:

The parties hereby agree to create a special joint committee which, during the term of the new agreement, will work towards the development of:

- i) an Employee Assistance Program,
- ii) a Worker's Rehabilitation Policy,
- iii) a Sick Leave Counselling Procedure,
- iv) an Occupational Health and Safety Program.

The special committee shall comprise one (1) Management and one (1) **Union** representative from each of the Public Works, Parks and Recreation - Parks Section, Parks and Recreation - Facility Section, Treasury and City Clerk's Department, together with the Director or Personnel and the CUPE Representative or their designates.

Agreements reached within the special committee shall be subject to ratification by the principles of both parties.

Signed at the City of Belleville, this 7th day of September, 1993.

FOR THE EMPLOYER:

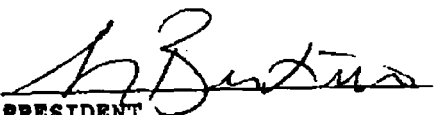


 SHIRLEY LANGER, MAYOR

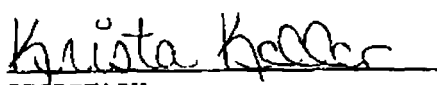


WILLIAM C. MORETON

FOR THE UNION:



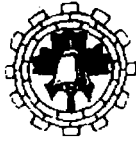
 PRESIDENT



 SECRETARY



 NATIONAL REPRESENTATIVE



City of Belleville

LETTER OF UNDERSTANDING #2

It is mutually agreed to implementation as follows:

The Corporation of the City of Belleville may contract out the painting of lines on municipal roadways.

Signed at the City of Belleville, this 7th day of September, 1993.

FOR THE EMPLOYER:

SHIRLEY LANGER, MAYOR

WILLIAM C. MORETON

FOR THE UNION:

PRESIDENT

SECRETARY

NATIONAL REPRESENTATIVE



City of Belleville

LETTER OF UNDERSTANDING #3

It is mutually agreed that the Weigh Scale Operator duties will be revised in accordance with the following outline:

1. Responsible for the overall operation of fuel dispenser. This includes determining fuel requirements and requisitioning fuel orders as required.
2. Summarizes fuel dispensing tickets weekly and monthly.
3. Has the responsibility for routine maintenance and upkeep of all City owned pumping stations. This will include regular checks of stations as required by the Public Works operating procedures, painting, grass cutting, snow shovelling, oil changes and general cleanliness of the stations.
4. Assists storekeeper during stock taking reports.
5. Acts as courier for Public Works Yards to City Hall, T.A.S. and when available does equipment parts pickup.
6. Summarizes asphalt, cold mix, sand and gravel weigh scale tickets.
7. Shovels snow around entrances to Public Works Yard area and buildings.
8. Assists the Chief Clerk at the Public Works Yard with other duties.

A memo of clarification dated April 17, 1989 is attached.


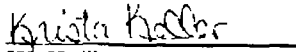
Signed at the City of Belleville, this 7th day of September, 1993.

FOR THE EMPLOYER:


IRBY LANGER, Mayor

WILLIAM C. MORETON

FOR THE UNION


PRESIDENT

SECRETARY


NATIONAL REPRESENTATIVE

INTER DEPARTMENT MEMO

DATE: April 17, 1989

Re: Union Negotiations - Revision of
Duties - Weigh Scale Operator

As requested, I provide the following additional information relative to the proposed change in duties for the Weigh Scale Operator as covered in detail in my memo of December 14, 1988.

	Duties for New Position	Estimated Percentage of Time Spent
(1)	Responsible for overall operation of fuel dispenser. This includes determining fuel requirements and requisitioning Fuel Orders as required.	5%
(2)	Summarizes fuel dispensing tickets weekly and monthly	5%
(3)	Has responsibility for routine maintenance and upkeep of all City owned Pumping Stations. This will include regular checks and stations as required by the Public Works Operating Procedures, painting, grass cutting, snow shovelling, oil changes and general cleanliness of the Stations.	40%
(4)	Assist Storekeeper during Stocktaking Reports.	10%
(5)	Acts as courier for Public Works Yards to City Hall, T.A.S. and when available does equipment parts pick-up.	10%

- | | | |
|-----|---|-----|
| (6) | Summarizes asphalt, cold-mix, sand and gravel Weigh Scale tickets. | 15% |
| (7) | Shovel snow around entrances to the Public Works Yard area and buildings. | 5% |
| (8) | Assist the Chief Clerk at the Public Works Yard with other duties. | 10% |

Insofar as the deletion of existing duties, I would point out that primary duties of the present position is maning the weigh scale building where he is responsible for the dispensing of fuel and for weighing of vehicles. The following is a breakdown of the estimated allocation of the employees time in the present duties.

Dispensing of Fuels	70%
Weighing of Vehicles	30%

With the proposed change in duties, it would appear that 95% of the present duties associated with the position are being removed and the only association between the present duties and the proposed duties would be the responsibility for overall operation of the fuel dispensing unit. In this respect then, I would suggest that approximately 5% of the present duties would be retained in the new position as indicated under the allocation of time in the proposed duties shown above.



City of Belleville

JOB EVALUATION/INTERNAL EQUITY

LETTER OF UNDERSTANDING #4

Following the completion of the in-house job evaluation/internal equity plan for the CUPE Local #907 Inside Workers, The Corporation of the City of Belleville and The Canadian Union of Public Employees and its Local #907 (Outside Workers Employees) agree to endeavour to develop an in-house job evaluation/internal equity plan during the course of this collective agreement, based on involving the following items:

- 1) Rewriting job descriptions
- 2) Formation of a Terms of Reference

Each party shall select their own committee members up to a maximum of three from the Union and the Employer.

The results are to be negotiable and a five step **salary** schedule is to be considered.

Signed at the City of Belleville, this 7th day of September, 1993.

FOR THE EMPLOYER:

Shirley Langer
SHIRLEY LANGER, MAYOR

William C. Moreton
WILLIAM C. MORETON, CITY CLERK

FOR THE UNION:

[Signature]
PRESIDENT

Krista Keller
SECRETARY

[Signature]
NATIONAL REPRESENTATIVE



City of Belleville

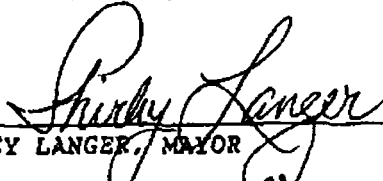
**CANTEEN SUPERVISOR
LETTER OF UNDERSTANDING #5**

The incumbent employee as of January 1, 1993, shall have their regular duties continued in a status quo manner with the following exceptions:


- 1) Between approximately May and October I there will be an automatic right of transfer to the Parks section as required, before any new seasonal employees are hired.
- 2) Benefits will be provided in accordance with Articles #9, #10, #12 and #18 as per the length of service from November 19, 1981.

Signed at the City of Belleville this 7th day of September, 1993.

FOR THE EMPLOYER:




 SHIRLEY LANGER, MAYOR




 WILLIAM C. MORETON, CITY CLERK


FOR THE UNION:



 PRESIDENT



 SECRETARY



 NATIONAL REPRESENTATIVE



City of Belleville

WORKERS' COMPENSATION BOARD DISCUSSIONS
LETTER OF UNDERSTANDING #6

The parties involved hereto will agree to follow Provincial Government legislation towards reviewing all proper procedures commencing with Workers' Compensation Board representative discussions during 1993. In 1994 the parties involved hereto will endeavour to resolve issues arising from these discussions.

Signed at the City of Belleville this 7th day of September, 1993.

FOR THE EMPLOYER:

Shirley Langer
SHIRLEY LANGER, MAYOR
William C. Moreton
WILLIAM C. MORETON, CITY CLERK

FOR THE UNION:

[Signature]
PRESIDENT
Krista Kloss
SECRETARY
[Signature]
NATIONAL REPRESENTATIVE

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