

**CORPORATION OF THE CITY OF VAUGHAN**  
**C.U.P.E. LOCAL 905 AGREEMENT**  
**APRIL 1, 2004 TO MARCH 31, 2007**

**INDEX - HOURLY RATED EMPLOYEES**

	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
ACTING ASSIGNMENT	11.08	15
ARBITRATION	10	10
BENEFITS	21	33
BULLETIN BOARDS	13.01	21
CALL-IN	15.08	25
CLOTHING ISSUE	19.07	32
	SCHEDULE B	39
DISCHARGE CASES	9	9
DURATION	22	35
GENERAL	19	31
GRIEVANCE PROCEDURE	8	7
HOURS OF WORK	15	21
JOB DESCRIPTIONS	19.03	31
JOB EVALUATION	19.05	32
JOB POSTINGS	11.05	12
JURY DUTY	20	33
LAY-OFF	11.07	14
LEAVE OF ABSENCE	12	19
MANAGEMENT FUNCTIONS	3	4
MEAL ALLOWANCE	15.05	23
ON THE JOB TRAINING	11.13	19
OVERTIME	15.03	22
PAY RATES	SCHEDULE A	37
PREGNANCY/PARENTAL	12.03	20

**CORPORATION OF THE CITY OF VAUGHAN**  
**C.U.P.E. LOCAL 905 AGREEMENT**  
**APRIL 1, 2004 TO MARCH 31, 2007**

**INDEX - HOURLY RATED EMPLOYEES**

	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
PRIMARY STANDBY	15.09	25
PROBATIONARY PERIOD	11.02	11
PROMOTIONS	11.06	13
PURPOSE	1	4
RECOGNITION	2	4
RELATIONSHIP	4	5
REPRESENTATION	6	6
SEASONAL EMPLOYEES	11.10	17
SECONDARY STANDBY	15.09	26
SENIORITY	11	11
SHIFTS	15.06	23
SICK LEAVE	18	29
STATUTORY HOLIDAYS	16	27
STRIKE & LOCKOUT	7	7
TECHNOLOGICAL CHANGE	19.08	33
TEMPORARY EMPLOYEES	11.09	15
TRIAL PERIOD	11.11	18
UNION DUES	5.01	5
UNION SECURITY	5	5
VACATIONS	17	28
WAGES	14	21
WORKERS' COMPENSATION	18.04	30

**THIS AGREEMENT entered into this 15<sup>th</sup> day of November, 2004.**

**BY AND BETWEEN:**

**THE CORPORATION OF THE CITY OF VAUGHAN  
(hereinafter referred to as the "Corporation")**

**OF THE FIRST PART**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL 905  
(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 maintain and establish wages, hours of work and other working conditions as herein provided.

## **ARTICLE 2 RECOGNITION**

**2.01** The Corporation recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all permanent full time hourly rated employees, who are employed by the Corporation of the City of Vaughan in the classifications listed in Schedule "A" of the Collective Agreement, including classifications that are added to the bargaining unit from time-to-time.

Seasonal employees, as defined in Article 11.10, will not be covered by the Collective Agreement, except as expressly provided for in Article 11.10.

Temporary employees, as defined in Article 11.09, will not be covered by the Collective Agreement except as expressly provided for in Article 11.09.

**2.02** The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.

**2.03** Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

**2.04** No agreement shall be made between an employee and a representative of the Corporation that conflicts with this agreement.

**2.05** Persons whose jobs are not in the bargaining unit shall not perform any duty that is part of a bargaining unit position when there is a qualified bargaining unit member available except for instruction, demonstration or in case of emergency.

## **ARTICLE 3 MANAGEMENT FUNCTIONS**

**3.01** The Union acknowledges that it is exclusively the function of the Corporation to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or

layoff or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;

- (c) maintain and enforce rules and regulations governing the conduct of the employees; and
- (d) generally to manage the Corporation and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in the Agreement.

**3.02** The Corporation agrees that these functions shall only be exercised in good faith and in a manner consistent with the provisions of this Agreement.

#### **ARTICLE 4 RELATIONSHIP**

**4.01** The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, political affiliation, or membership or non-membership in the Union or because of activity or lack of activity in the Union.

The Corporation and the Union further agree that every employee has a right to be free from any reprisal or threat of reprisal for the rejection of such behaviour.

**4.02** The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Corporation, except as specifically permitted by this Agreement.

#### **ARTICLE 5 UNION SECURITY**

**5.01** The Corporation agrees to deduct regular Union Dues, in the amount to be advised by the Union, from each pay due each calendar month from employees covered by this Agreement and to remit the same to the Treasurer of the Union not later than the twentieth day of the same month. A list of additions, deletions and changes will also be supplied.

**5.02** In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.

## **ARTICLE 6 REPRESENTATION**

**6.01** The Corporation will recognize a Grievance Committee composed of not more than two (2) of the six (6) employees selected by the Union to be known as "Stewards".

If during the term of the Agreement, utilization of new buildings require additional representation, the Corporation will discuss the same with the Union and consider recognition of additional Stewards.

**6.02** Employees shall not be eligible to serve as members of the Grievance Committee until they have completed their probationary period.

**6.03** The Union shall keep the Corporation notified in writing of the names of its currently authorized members of the Grievance Committee.

**6.04** It is understood that Stewards have their regular work to perform and that if it is necessary for them to service a grievance during working hours they will not leave their work without first obtaining the permission of their immediate supervisor.

In obtaining such permission the Steward shall state his/her destination to his/her immediate supervisor and report again to him/her at the time of his/her return to work. In accordance with this understanding, Stewards dealing with employees' grievances during their regular hours of work shall not suffer any loss in pay.

**6.05** The Union will supply the Corporation with the names of its officers. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

**6.06** During orientation the City will provide all new employees with contact numbers for union executive, as provided to the City by the Union.

**6.07** The Unit Chairperson or Vice-Chairperson of the Local unit shall be allowed up to one (1) day off per month (without pay) for Union business if requested and cleared through the Director of Human Resources or Labour Relations. There will be no accumulation and this time off will not be charged to any accumulation e.g. vacation etc. to deal with union business.

**6.08** The Corporation, upon reasonable notice of not less than three (3) weeks, shall grant leave of absence without pay and without loss of seniority upon request to employees elected or appointed to represent the Union at Union conventions, seminars or in preparation for collective bargaining. The Corporation shall pay the employee's wages and benefits, invoice the Union and the Union shall forthwith provide full reimbursement to the Corporation. The cumulative total of leave of absence granted for this purpose shall not exceed thirty-five (35) working days in any calendar year.

When so required by the Corporation to meet for the purposes of collective bargaining, the Corporation shall pay the employee's wages and benefits. These days shall not be included in the total of the accumulative thirty-five (35) days per year.

The Corporation will consider substitutions in the event that the employee granted leave is unable to utilize said leave. It is further understood that no more than two (2) employees from any one department or classifications shall be absent at the same time.

The Corporation may deny the request for leave of absence for one (1) person where two (2) apply from the same department or classification.

**6.09** Alternate members of the Negotiating Committee who have been previously identified will also be granted leave, without pay, to participate in the one day of preparation.

#### **ARTICLE 7 NO STRIKE NO LOCKOUT**

**7.01** The Union agrees that during the term of this Agreement there shall be no strikes. The Corporation agrees that there shall be no lockout during the term of this Agreement.

#### **ARTICLE 8 GRIEVANCE PROCEDURE**

**8.01** For the purpose of this Agreement a grievance shall be defined as any difference arising between the parties relating to the interpretation, application or administration of the Collective Agreement.

It is agreed that an employee does not have a grievance unless he/she has discussed the matter with his/her immediate supervisor within five (5) working days on which the circumstances giving rise to the complaint originated or occurred. The immediate supervisor shall reply to the employee within five (5) working days.

Failing settlement, it may then be taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision on the following manner and sequence:

**STEP NO. 1-**

The employee, who may request the assistance of his/her Steward, may present his/her alleged grievance to his/her immediate supervisor. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought; failing a settlement, the immediate supervisor shall deliver his/her decision in writing within five (5) working days following presentation of the grievance to him/her; then within five (5) working days after the decision is given:

**STEP NO. 2-**

The employee who may request the assistance of his/her Steward, may present his/her alleged grievance in writing to his/her Department Head; failing settlement, the Department Head shall deliver his/her decision in writing within five (5) working days following presentation of the grievance to him/her; then within five (5) working days after the decision is given:

**STEP NO. 3-**

The Union Grievance Committee may present the alleged grievance in writing to the City Manager or his/her appointee. A meeting will be held within ten (10) working days between the City Manager or his/her appointee and the Union Grievance Committee. A Staff Representative of the Union may be present at the request of the Union.

It is understood that the City Manager or his/her appointee shall have such counsel and assistance as he/she may desire at any meeting of the Grievance Committee. Failing settlement, the decision of the City Manager or his/her appointee shall be delivered to the Union in writing within ten (10) working days after the meeting takes place.

In the event that there is no immediate supervisor and/or where an employee's immediate supervisor and Department Head are one and the same person, Step No. 2 will be omitted and the written grievance will be submitted to the Department Head at Step 1 and if not settled, will proceed from Step No. 1 to Step No. 3.



**8.02** Failing settlement and if the grievance is to proceed to arbitration such grievance shall be submitted to arbitration within fourteen (14) working days from receipt of the written decision under Step 3.

**8.03** Replies to grievances stating reasons shall be in writing at all stages.

**8.04** It is agreed that a grievance arising directly between the Corporation and the Union shall be originated under Step No. 3 and the time limit set out with respect to that Step shall appropriately apply. It is further agreed that the Union may act on behalf of an employee who is unable to file a proper grievance initiating the grievance at the appropriate Step. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.

**8.05** No adjustment under the Grievance Procedure or Arbitration Procedure shall be made retro-active prior to the date the grievance was formally discussed or presented to the Corporation under the Grievance Procedure (including the three (3) day period in Section 8.01 within which the employee may grieve) except as to bookkeeping error involving an employee's wages and any grievance regarding discharge or suspension without pay will be deemed to have been filed on date of such suspension or discharge.

**8.06** The grievor shall have the right to be present at all meetings held to resolve or discuss his/her grievance.

**8.07** It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement.

#### **ARTICLE 9 DISCHARGE CASES**

**9.01** It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed his/her probationary period and accordingly, the release of a probationary employee will not be subject to the Grievance Procedure.

A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step No. 3 prior to 12:00 noon on the fifth (5) working day after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Corporation's action in dismissing the employee;
- (b) reinstating the employee with payment to him/her for such time lost due to the discharge at his/her regular rate of pay for his/her normally scheduled work for such period less any amounts of money earned by the employee during such a period;
- (c) any other arrangement which may be deemed just and equitable.

#### **ARTICLE 10 ARBITRATION**

**10.01** When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request, in writing, addressed to the other party to this Agreement, and at the same time request the five mutually agreed to single arbitrators to advise of their available dates. Thereafter, the parties to this Agreement will meet to agree on a suitable date having regard to the arbitrators' availability dates.

**10.02** The list of acceptable arbitrators will be compiled by the parties to this Agreement and may be amended from time to time by mutual consent.

**10.03** No matter may be submitted to arbitration which has not been carried through all requisite steps of the Grievance Procedure.

**10.04** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

**10.05** The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

**10.06** Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.

**10.07** The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties of this Agreement.

**10.08** A grievor or any employee with a legally vested interest, shall not lose any pay for regular time spent at an Arbitration Hearing. Necessary witnesses shall not lose any pay for the day(s) of testimony.

## **ARTICLE 11 SENIORITY**

- 11.01** a) Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, demotion, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (b) In the event that an employee from the Clerical and Technical unit of the City is moved into this bargaining unit, as a result of the application of any provision of either Collective Agreement, his/her previously held seniority shall be retained.

**11.02** An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his/her name be placed on the seniority list until after he/she has completed six (6) months of continuous permanent employment with the Corporation.

Upon completion of such probationary period the employee shall be placed on the seniority list with seniority based on the date of continuous service in a position within the scope of the collective agreement.

Any employee who is hired to a permanent position in the bargaining unit with no break in service, shall upon successful completion of the probationary period have their temporary continuous service recognized with establishing their seniority date, however this shall only apply to service in a temporary position that is listed as a classification in Schedule "A".

A seasonal employee as defined in Article 11.10 who is hired to a permanent position in the bargaining unit with no break in service, shall, upon successful completion of the probationary period, have their seasonal continuous service recognized when establishing their seniority date.

**11.03** The Corporation shall maintain a seniority list showing the date upon which each employee commenced employment in the Bargaining Unit and the person's classification. An up-to-date seniority list shall be posted twice a year in January and

July. A copy of such list shall be mailed to the Secretary of the Unit Chair at the same time.

**11.04** Notwithstanding the provisions of 11.01, an employee shall lose all seniority and shall be deemed to have terminated his/her employment if he/she:

- (a) resigns or retires from the employ of the Corporation;
- (b) is discharged and is not reinstated;
- (c) is laid off for a period of more than twelve (12) months;
- (d) is absent from work without permission for three (3) consecutive working days unless a reasonable explanation is given by the employee;
- (e) fails to return to work upon termination of an authorized leave of absence unless a reasonable explanation is given by the employee or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless a reasonable explanation is given by the employee;
- (g) is absent from work due to illness or disability which absence continues more than twenty-four (24) months.
- (h) while in receipt of workers' compensation benefits from the Workplace Safety and Insurance Board, has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than twenty four (24) months from the date of the injury.

**11.05 JOB POSTINGS**

For all permanent position vacancies intended to be filled, the Corporation shall post notices with the information as indicated in Schedule "C" on all bulletin boards for a period of one week and shall send a copy to the Unit Chairperson.

When it is known at the time of posting that the position will be reviewed within six (6) months of the posting date, then the words "under review" will be with the rate of pay on the posting.

The Corporation will interview internal applicants who meet the qualifications as outlined on the job posting. When there is no successful qualified applicant, the Corporation reserves the right to interview unqualified internal applicants who have applied for the posted position prior to interviewing external applicants.

For positions at Level F and above, the Corporation may choose to advertise the vacancy externally concurrent to the internal posting.

All current internal applicants who have applied for the position will be considered and a selection decision will be made prior to considering external applicants.

Employees who have completed their probationary period may make written application for such permanent job vacancy within such posting period. Employees will be limited to one lateral transfer in a twelve month period.

Every effort will be made to fill posted vacancies within one month of the closing date as noted on the job posting.

Employees who have been successful to posted positions who are required to remain in their current position will receive their new rate of pay no later than two weeks after accepting the new position.

It is understood that nothing in this Section restricts the right of the Corporation to temporarily assign an employee to a job currently posted on an acting basis until the posting procedure has been completed and arrangements made to permit the employee selected, if any, to fill the position.

**11.06** Promotion shall mean a transfer to an occupational classification in the bargaining unit that is paid at a higher rate of pay.

In cases of promotion for positions below Level F, the following factors shall be considered:

- (a) seniority
- (b) qualifications and job efficiency

Where two or more applicants qualify for the position, seniority shall govern.

In cases of promotion, (other than to positions outside the scope of the bargaining unit), for positions at Level F and above, the following factors shall be considered:

- (a) posted qualifications
- (b) demonstrated skills and abilities as required for the posted position

- (c) satisfactory work performance with the Corporation where unsatisfactory performance is a matter of record in the Human Resources file

Where two or more applicants are deemed to be equal under (a), (b) and (c), seniority shall govern.

The Corporation may, at its discretion, when there are no qualified internal applicants, promote an internal applicant with the potential to become qualified within a reasonable period of time.

Any employee so promoted will be given a trial period and may revert to his/her former position in accordance with Article 11.11 or if the required qualifications are not met within the agreed period of time.

**11.07** In cases of layoff and recall from layoff, seniority shall govern providing the remaining employees have the qualifications to perform the work available. It is understood, however, that probationary employees shall be first laid off. Unless legislation is more favourable to the employees the Corporation shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of any layoff which is expected to exceed 15 working days. If employees have not had the opportunity to work the said thirty (30) calendar days, they shall be paid for the days on which work was not made available.

No new employee will be hired to perform work that an employee on layoff is capable of performing.

Every effort will be made to find alternative work for any employee who is prevented from carrying out his/her normal duties due to circumstances beyond his/her or the Corporation's control.

- (a) A pregnant employee who works at a Video Display Console and who requests to be removed from such duties, will be moved to other assignments within the classification, if such a move is possible. Should such a move not be possible, the employee may be reclassified to a job where she is able to perform the duties. Such employee will be permitted to return to her original classification upon completion of her maternity leave by displacing the junior employee in that classification.

Nothing in this Article shall be construed as conferring a right to any such reassignment or reclassification.

### **11.08 ACTING ASSIGNMENT**

When required by the Corporation to act in a bargaining unit position at a higher classification level, the employee shall receive the rate of pay for the higher classification for all hours so assigned.

When required by the Corporation to act in a management position the employee shall receive a premium of one dollar (\$1.00) per hour above their regular straight time rate of pay or the minimum rate for the position, whichever is greater, for all hours so assigned.

The individual designated as Supervisor, shall receive acting pay when:

- a) the work constitutes for the full portion of a workday preceding or following a lunch break or more and;
- b) the duties assigned to the individual designated Supervisor are beyond the individual worker duties, as prescribed by OSHA requirements; or
- c) the duties assigned to the individual designated as Supervisor are beyond the decision expectation parameters of the bargaining unit job description.

Employees temporarily acting in a management position shall receive written notification of the duration of reclassification exceeding one (1) week.

No employee shall be transferred to a position outside the bargaining unit without his/her consent. Except as provided in Article 11.01(b), if an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, but shall not accumulate any further seniority, provided that the employee returns to the bargaining unit within twelve (12) months. If the employee is not returned to the bargaining unit within the twelve (12) month period, all seniority shall be lost.

### **11.09 TEMPORARY EMPLOYEES**

Temporary employees are hired to do temporary assignments for the following purposes:

- to replace a permanent employee on an approved absence, not to exceed 24 months duration

- to complete tasks resulting from work surge programs, not to exceed 6 months duration

In special circumstances a temporary assignment may be extended by mutual agreement by the Corporation and the Union.

The Union shall be notified in writing of the name, the position and the term of each temporary employee.

A temporary employee who has completed a temporary assignment may be re-employed in a temporary assignment after a 4 week break in service.

Temporary employees shall not be covered by any of the terms and conditions of this Collective Agreement except the established pay rates as set out in Schedule "A" and Holidays as set out in Article 16.01. Union dues will be deducted in accordance with Article 5.01.

Authorized work performed by a temporary employee in excess of their regularly scheduled work day or work week, work performed on a statutory holiday and work performed on a scheduled day off shall be paid at the rate of 1 ½ times the temporary employees straight time rate.

Vacation pay will be paid in accordance with the terms and provisions set out in the Employment Standards Act as amended from time to time.

With the agreement of the temporary employee, authorized hours worked in excess of the normal work day or work week may be accumulated at 1 ½ times for the purpose of paid time off. Such election shall be made in writing to his/her immediate Supervisor at the time worked. Time off will accumulate to a maximum of 40 hours paid time off per temporary assignment. A temporary employee cannot accrue additional paid time off during the same temporary assignment.

In the event that a temporary employee wishes to utilize authorized banked hours for the purpose of receiving pay for absence due to personal illness, the temporary employee is required to advise his/her immediate Supervisor at the time that they report their absence due to illness.

Scheduling of banked hours for reasons other than personal illness, shall be at the discretion of the Corporation during the temporary assignment and may be requested by the temporary employee and approved by the Corporation. In the event



that the time is not taken, the temporary employee will receive pay for the outstanding time with the final pay at the end of the temporary assignment.

Notwithstanding the above, additional authorized hours worked in excess of 40 hours per week will be paid at the rate of time and one half.

#### **11.10 SEASONAL EMPLOYEES**

Seasonal employees are hired to perform work related to seasonal workloads, including but not limited to, winter snow maintenance or summer parks maintenance.

Seasonal employees may be hired for a term not to exceed six (6) months. The normal work week shall be 40 hours per week however, the Corporation does not guarantee any hours of work per day or per week or to pay for any time not worked except as specifically provided for in this Article.

Regular schedules of work for seasonal employees shall be defined, in writing, at the time of hire. Where the Corporation requires a seasonal employee to change the regular schedule of work, the Corporation shall notify the seasonal employee, in writing, 7 days in advance of the change.

In special circumstances, a seasonal assignment may be extended by mutual agreement by the Corporation and the Union.

The Union shall be notified in writing of the name, the position and the term of each seasonal employee.

Seasonal employees may be rehired in a seasonal assignment after a minimum 4 week break in service.

Seasonal employees shall not be covered by any of the terms and conditions of this Collective Agreement except,

- the established pay rates as set out in Schedule "A", Level A, Start and 6 month steps
- Holidays as set out in Article 16.01
- Union dues will be deducted in accordance with Article 5.01

Authorized work performed by a seasonal employee in excess of their regularly scheduled work day or work week, work performed on a statutory holiday and work performed on a scheduled day off shall be paid at the rate of 1 ½ times the seasonal employees straight time rate.

Vacation pay will be paid in accordance with the terms and provisions set out in the Employment Standards Act as amended from time to time.

Designated Crew Leaders will be paid in accordance with Article 19.09(a).

With the agreement of the seasonal employee, authorized hours worked in excess of the normal work day or week may be accumulated at 1 ½ times for the purpose of paid time off. Such election shall be made in writing to his/her immediate Supervisor at the time worked. Time off will accumulate to a maximum of 40 hours paid time off per seasonal assignment. A seasonal employee cannot accrue additional paid time off during the same seasonal assignment.

In the event that a seasonal employee wishes to utilize authorized banked hours for the purpose of receiving pay for absence due to personal illness, the seasonal employee is required to advise his/her immediate supervisor at the time that they report their absence due to illness.

Scheduling of banked hours for reasons other than personal illness, shall be at the discretion of the Corporation during the seasonal assignment and may be requested by the seasonal employee and approved by the Corporation. In the event, that the time is not taken, the seasonal employee will receive pay for the outstanding time with the final pay at the end of the seasonal assignment.

Notwithstanding the above, additional authorized hours worked in excess of 40 hours per week will be paid at the rate of time and one half.

#### **11.11 TRIAL PERIOD**

The successful applicant shall be notified within one month following the end of the posting period. He/she shall be placed on trial for a period of four months from the date of appointment to the new position.

In the event that the employee proves unsatisfactory in the position, during the trial period of four months, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority.

In the event that the employee wishes to return to his/her former position, he/she shall have the right to return to his/her former position within two months of the appointment date provided that he/she is appointed to the new position within one month of being

declared the successful applicant. The employee shall be returned to his/her former position, wage or salary rate, without loss of seniority.

Should the appointment date to the new position exceed one month from the date of notification, he/she shall have the right to return to his/her former position within four months of the appointment date.

During the trial period of 4 months the applicant is restricted from applying for other vacancies.

**11.12** The Union Chairperson will be notified of all changes within the bargaining unit, including promotions, demotions, hirings, transfers, resignations, retirements, other terminations of employment, or any proposed lay off or recalls from lay off.

**11.13** The Corporation will provide on-the-job training where feasible, so that an employee shall have the opportunity to receive training and qualify for a promotion or transfer in the event of a vacancy arising. Accordingly, an employee shall be allowed an opportunity to learn the work of higher or equal positions, during regular working hours, by working together with qualified employees for temporary periods without affecting the pay of the employees concerned. Such time allotted for training shall be at the discretion of the Corporation. Opportunities for training shall be based on the employee possessing the ability to perform the work, meeting the academic qualifications and the seniority of the employee.

The request must be submitted to the Human Resources Department in writing. A written response will be forwarded to the employee within one month of receipt of such request.

## **ARTICLE 12 LEAVE OF ABSENCE**

**12.01** The Corporation may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons.

All requests for such leaves of absence shall be in writing as far in advance as practicable and the Corporation agrees to confirm or deny the request for such leave as soon as practicable. It is understood that where such leave exceeds one month there will be no accumulation of sick leave or vacation entitlement for that period subject however, to the Employment Standards Act where leave is granted under 12.04.

**12.02** In the event of a death in the immediate family of an employee covered by this Agreement, the Corporation agrees to grant time off and to make up the employee's regular pay (exclusive of any premiums) for any absence up to a period of five (5) days for the purpose of making arrangements for or attending at the funeral. Immediate family shall mean father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, ward or guardian. Employees will be granted one (1) day's leave on the same basis in the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, or first generation niece or nephew.

**12.03 PREGNANCY LEAVE/PARENTAL LEAVE**

- (a) Upon at least two (2) weeks written notice to the Employer, and provision of a Certificate from a legally qualified medical practitioner stating the expected birthdate, a pregnant employee who has completed thirteen (13) weeks employment will be granted leave in accordance with the Employment Standards Act.
- (b) Unpaid Parental Leave shall be in accordance with the Employment Standard Act. eg. to a maximum of 35 or 37 weeks as appropriate.
- (c) The following provisions apply to Parental and Pregnancy Leave:
  - (i) Benefit coverage will continue throughout such leave at the same rate of contribution by the employee and employer, unless the employee elects in writing not to do so.
  - (ii) The employee will continue to accrue seniority while on Pregnancy and/or Parental Leave.
  - (iii) At the expiration of such leave, the employee will be reinstated to the same or comparable position held prior to their leave.
  - (iv) All written notifications will be in accordance with the Employment Standards Act, time limits.
- (d) The employee shall provide the Corporation with at least two weeks notice in writing of his/her date of return to work.
- (e) On returning from maternity leave, he/she shall be placed in his/her former position. If the former position no longer exists, he/she shall be placed in a job in his/her last job classification and department.

### **ARTICLE 13 BULLETIN BOARDS**

**13.01** The Corporation will provide bulletin board space in an area designated by the Corporation for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union.

### **ARTICLE 14 WAGES**

**14.01** The Corporation shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

**14.02** A statement of earnings shall be provided to all employees. Employees who, as at April 22, 2004 are receiving payment by cheque will continue to do so for the term of this collective agreement.

### **ARTICLE 15 HOURS OF WORK**

**15.01** The normal work week shall consist of forty (40) hours per week and the normal work day shall consist of eight (8) hours excluding the lunch period. The normal hours of work shall be between 07:00 and 17:00 with up to one hour off for lunch between 11:30 and 14:00. It is understood and agreed that employees prevented from completing their lunch period by 14:00 shall be permitted to extend said lunch period beyond 14:00 provided the situation is made known in the department.

In the event any change in the starting and quitting times is found necessary, the Corporation will discuss such change with the Union.

**15.02** Notwithstanding other Articles, the normal work week for Custodians, Facility Operators I and II and Assistant Foreperson(s) shall consist of not more than forty (40) hours on the average.

The normal work day shall consist of eight (8) hours excluding the lunch period. In the event that an employee is assigned by the Corporation as single Facility Operator, and required to be in the Facility during his/her scheduled lunch break, he/she shall be provided with a \$10.00 (ten dollar) responsibility allowance.

The work schedule will be prepared by the Supervisor, in discussions with the employees concerned.

In the event that any change in the starting and quitting time is found necessary, the Corporation will discuss such change with the Union as far in advance as possible.

The Corporation will make every effort not to schedule employees to work more than two (2) consecutive weekends within a given schedule period, or less than twelve (12) hours between shifts. It is understood that nothing in this Article guarantees hours of work to be made available or pay for hours not worked except as otherwise specifically provided for in this Agreement.

### **15.03 OVERTIME**

- (a) When overtime is worked, an employee may elect to take time off or pay at the appropriate overtime rate. Such election shall be made at the time worked. Authorized work performed by an employee in excess of their regularly scheduled work-day or work week shall be paid at the rate of 1½ times the Employee's straight time rate.
- (b) Authorized work performed in excess of the employees normal work week or normal work day as defined in section 15.01 above will be paid at the rate of 1½ times the employees regular straight time hourly rate. Employees will be entitled to lieu days for authorized work on Statutory Holidays that fall on scheduled days off as per the Employment Standards Act 2000.
- (c) The opportunity to work overtime shall be equitably distributed among those employees who normally perform the work. The Corporation shall maintain a log in each work location of all overtime hours worked or declined and such log shall be available for inspection by employees in the work location.
- (d) The Corporation shall, wherever practical, offer overtime work to qualified full-time employees who normally perform the work before offering such overtime to temporary or seasonal employees.
- (e) It is understood that overtime under this Article shall not be pyramided.

**15.04** No employee will be required to work more than sixteen (16) hours, exclusive of breaks during any twenty-four (24) hour period.

Employees may work more than eight hours in a day to a maximum of thirteen (13) hours in a day subject to the overtime provisions of Article 15 of the collective agreement. The thirteen hour maximum shall not apply to employees who are on call or called in to work to deal with an emergency situation.

Employees may work extra hours beyond forty-eight in a work week to a maximum of sixty hours in a work week subject to the overtime provisions of Article 15 of the collective agreement.

Employees may receive fewer hours than an eight hour break (which shall constitute a break period) between shifts, except that there must be at least an eight hour break where the employee works thirteen or more hours in a single or successive shift(s).

Shifts will not be considered successive when there is an eight hour break between them.

Nothing in this agreement shall be construed to interfere with the City's right to rely on the call-in provisions outlined in the collective agreement.

Lieu time shall continue to be awarded in accordance with the collective agreement.

The implementation of extended shifts and/or compressed work time may be averaged over a four week period.

#### **15.05 MEAL ALLOWANCE**

An employee who is required to work overtime of three (3) hours or more, immediately prior to or following that day's regularly scheduled shift shall be provided with an adequate meal or payment in lieu thereof in the amount of \$9.00, and shall be allowed time off without pay, of up to one hour to obtain a meal.

Where an employee has been provided with at least eight hours notice of the requirement to work overtime, the meal allowance will not apply.

#### **15.06 SHIFTS**

It is recognized by the parties that from time to time it may be necessary, due to the nature of the Corporation's operations to place those employees normally working between the hours of 07:00 and 17:00 (Monday to Friday) on shift work. Where this occurs, the following provisions will apply:

- 1) Shift work shall not be implemented for a period of twenty (20) working days or less. If the working period is twenty (20) working days or less, the appropriate overtime rate will be paid for the minimum twenty (20) working day period.
- 2) The Corporation will provide twenty (20) working days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of overtime rates for all changed hours of work within the notice period.
- 3) Such a placing on shift work shall not deprive an employee of their total number of normal scheduled weekly hours.
- 4) Shift work will be scheduled on a regular 40 hours per week basis.
- 5) The appropriate overtime rate shall apply when an employee works in excess of eight (8) hours a day or forty (40) hours per week. Article 15.03 shall establish the employees appropriate overtime rate.
- 6) No employee shall be required to work a shift schedule against their wishes when other employees are available to perform the required work. If the numbers willing to work the shift are insufficient, the shift work will be assigned in a fair manner among the other qualified employees.
- 7) The following shift differentials shall apply:
  - a) \$ .75 per hour to employees scheduled to start work between the hours of 12:00 and 21:00.
  - b) \$ .85 per hour to employees scheduled to start work between 21:00 and 07:00.(Any employee that commences their work day at 07:00 will not be entitled to shift differential).
- 8) No split shifts.

**15.07** There will be two fifteen (15) minute break periods allowed each day, one before meal break and one after meal break subject to the understanding that such fifteen (15) minute break periods will not unduly interfere with the efficient operation of the Corporation.



**15.08** An employee who has left the Corporation's premises and who is called in to work outside of his/her regular scheduled hours shall be compensated at the applicable overtime rate for all hours worked with a minimum guarantee of two and one-half (2 1/2) hours.

However, if an employee reports to work less than 2 ½ hours prior to the commencement of his/her scheduled shift, the minimum 2 ½ hour guarantee will not apply, and the employee will receive the applicable overtime rate for those hours worked prior to the commencement of his/her scheduled shift.

Should a second call-in occur within the first 2 ½ hour guarantee period, it will constitute a continuation of the original call-in period and a second 2 ½ hour guarantee will not apply. All hours worked shall be compensated at the applicable overtime rate.

The minimum guarantee shall be applicable for only two (2) separate call-ins in any 24 hour period. For any subsequent call-ins, an employee shall be eligible only for appropriate hourly rate for all hours actually worked.

**15.09** Employees covered by this Agreement may be placed, as required, on call outside their regular hours of work.

Primary Standby

- (a) Employees scheduled by the Corporation to be on call shall be paid a premium of \$125.00 per week. A week shall be defined as a seven (7) day period commencing at the conclusion of the employee's work on the day on which he/she is scheduled to commence on-call duty.
- (b) Employees shall remain available for work and shall be entitled to pay for hours worked in accordance with Article 15.08.
- (c) Where a Statutory Holiday falls during a week for which an employee is scheduled to be on call, the premium will be increased by \$15.00 for each such holiday during the week. The employee will be entitled to a lieu day in accordance with the Employment Standards Act 2000.
- (d) It is understood and agreed that the Corporation, in addition to any further action it deems advisable, has no obligation to pay standby pay where the employee on standby was not readily available for work.

(e) The Corporation agrees to post Primary Standby Schedule. This schedule may be drawn up by the employees concerned subject to the approval in writing of the Supervisor.

Secondary Standby

(a) Employees identified by the Corporation for placement on the Secondary Standby List and who agree to make themselves available, shall be paid a premium of \$10.00 per day. The daily premium will only be paid to employees who report to work in response to a call-in. Employees who are called in to work must make every effort to respond in a timely fashion.

(b) Employees shall be entitled to pay for hours worked in accordance with Article 15.08.

(c) Where an employee is identified to be called in on a Statutory Holiday and reports for work in response to a call in, the premium will be increased by \$5.00 for each such holiday during the week. The employee will be entitled to a lieu day in accordance with the Employment Standards Act 2000.

(d) The Corporation agrees to post Secondary Standby Lists. Call in from the Secondary Standby List will be at the discretion of the Corporation.

It is understood that placement on the Secondary Standby List does not constitute a guarantee of standby pay and that the Corporation has no obligation to pay the premium unless the employee reports for work in response to a call in.

**15.10** When overtime is worked, an employee may elect, to take time off at double time rate or pay at the 1 1/2 times rate. Such election shall be made at the time worked.

Such time off may accumulate to a maximum of two weeks per employee for the year.

The time off will be taken by March 31<sup>st</sup> of the following calendar year at a time mutually acceptable to the employee and his/her Supervisor and such agreement will not be unreasonably withheld.

In the event no mutually acceptable time can be agreed to or in the event that the time is not taken, the employee will receive pay for the outstanding time with the last pay of the year.

## **ARTICLE 16 HOLIDAYS**

**16.01** Employees shall be entitled to the following holidays with pay:

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

In addition the last scheduled working days before Christmas Day and New Year's Day shall be half holidays with pay. In addition to the above, employees on staff prior to February 28<sup>h</sup> will be entitled to one floating holiday provided it is taken between March 1<sup>st</sup> and December 31<sup>st</sup> in the same year. In the event of a new holiday being proclaimed to take place during January or February by the Federal Government, that day will take the place of the floating holiday.

**16.02** Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday or half holiday, at this regular straight time rate of pay.

**16.03** In order to qualify for holiday pay, the employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned except in cases of excused absence satisfactory to the Corporation. Any disagreement regarding this clause may be subject to the grievance procedure.

**16.04** Any employee required to work on a holiday shall be paid for all authorized work performed on such holiday at 1½ times his/her straight time rate of pay for all hours worked in addition to his/her holiday pay.

**16.05** Any employee scheduled to work on a holiday who does not report for work shall forfeit his/her holiday pay except in cases of excused absence satisfactory to the Corporation. Any disagreement regarding this clause may be subject to the grievance procedure.

**16.06** In the event that any of the above holidays fall on a Saturday or Sunday, the Friday or Monday shall be considered as the Statutory holiday for the purpose of this Agreement.

## **ARTICLE 17 VACATIONS**

**17.01** Employees shall be entitled to the following annual vacation with pay. All entitlement will be calculated as of July 1<sup>st</sup> in each year except as provided in 17.04.

**17.02** All employees who have completed their probationary period and who have one (1) year or less of continuous service as of July 1<sup>st</sup> in any year shall be entitled to vacation with pay in the amount of 8 hours for every month worked up to a maximum of 80 hours.

**17.03** All employees with more than one (1) year but less than three (3) years continuous service as of July 1<sup>st</sup> in any year shall be entitled to 80 hours vacation with pay and thereafter as follows:

After 3 years service 120 hours

After 8 years service 160 hours

After 14 years service 200 hours

After 21 years service 208 hours

After 22 years service 216 hours

After 23 years service 224 hours

After 24 years service 232 hours

After 25 years service 240 hours

In the year in which the above levels of service are achieved employees shall be entitled to accrue vacation at the increased rate immediately after their Anniversary date of employment.

**17.04** Employees who have completed their probationary period and who leave the employ of the Corporation shall be entitled to vacation pay based on the length of continuous service as set out above in such proportion as their service in months for which no vacation pay has been given bears to twelve (12) months.

**17.05** In the event that a holiday falls within the vacation period of any employee who has completed his/her probationary period, his/her vacation may at the employee's discretion be extended by an additional eight hours.

**17.06** Employees shall be entitled to their vacation in an unbroken period subject to the understanding, however, that employees entitled to more than 120 hours of

vacation may be required to take their additional vacation entitlement at a time other than the three (3) week unbroken period.

Vacation entitlement up to 40 hours maximum unused at June 30<sup>th</sup> in any year will be placed in reserve for future use, the reserve may not accumulate to more than 40 hours in any year.

Vacation in excess of 120 hours in an unbroken period will be granted at a time mutually agreed between the employee and the Corporation.

**17.07** Choice of vacation periods by seniority ends at March 31<sup>st</sup> thereafter employees may select their vacation period with the consent of their foreperson or supervisor, notwithstanding the fact that other more senior employees have not chosen their vacation.

#### **ARTICLE 18 SICK LEAVE**

**18.01** Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are ill except as provided in Section 18.01(e) and 18.04 sick leave shall be granted to full time employees covered by this Agreement on the following basis:

- (a) Full-time employees shall, while receiving full pay, accumulate sick leave credits at the rate of 12 hours per month to a total of 144 hours after one year's service.
- (b) All unused sick leave may be accumulated to the credit of an employee up to a maximum of 2,240 hours.
- (c) An employee may be required to produce a certificate from a qualified medical practitioner for any absence of less than three (3) days duration due to accident or illness. Where this is required, the employee shall be advised at the time that they notify the employer of their absence, or as soon as reasonably possible thereafter. However, in all cases of accident or illness in excess of three (3) days duration, the accident or illness shall be proven by a certificate from a qualified medical practitioner. The above certificates must be produced by the employee prior to returning to work. Notwithstanding the above, in the event that an employee has been

notified in writing respecting their individual requirements to provide medical certification for their absence, the employee will be expected to comply with the written expectations as outlined in the written notice.

- (d) Employees who, during their first two (2) years of service suffer a serious illness, will be allowed to overdraw their sick leave accumulation to a maximum of 120 hours. The seriousness of the illness and the need for the time off shall be confirmed in writing by a physician.
- (e) Employees who require time off from work for critical personal needs, may after notifying the Supervisor and with the Agreement of their Department Head, use up to a maximum of 24 accumulated sick hours per year for such purposes.

This time off should only be granted for such reasons as serious illness of the spouse or child, religious holidays, house fire, etc.

**18.02** The Corporation will provide Long Term Disability Insurance (L.T.D.) for all employees which will provide an income for disabled employees of 75% of their regular pay after a waiting period of 952 hours. The Corporation will pay the entire premium for this insurance coverage. If an employee who qualifies for L.T.D. benefits so chooses, he shall be allowed to use sick leave credits to a maximum of six (6) months or his/her total sick leave accumulation whichever is the lesser prior to being placed on L.T.D. Benefit payments shall be adjusted annually on each January 1<sup>st</sup> by the increase in the all-item Consumer Price Index for Toronto in the preceding twelve-month period.

**18.03** It is understood that sick leave is not applicable where leave is granted under Section 12.04.

#### **18.04 SUPPLEMENT OF WORKERS' COMPENSATION BOARD PAYMENTS**

Full time employees who are injured on the job and whose Workers' Compensation claim is approved, shall be paid their normal salary, exclusive of standby, overtime pay etc., for such period of time as they would have received full pay for illness not related to their work.

Employees with less than 200 hours sick leave accumulation shall be deemed to have 200 hours sick leave standing to their credit for the purpose of this Article.

**18.05** Each employee shall receive an annual statement in March of vacation and sick leave credits.

**ARTICLE 19 GENERAL**

**19.01** Correspondence arising under the provisions of the Agreement, except where otherwise provided, shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Unit Chairperson, (with a copy sent to the Union Secretary of Local 905) and, if to the Corporation, to the Director of Human Resources (with a copy to the City Manager).

**19.02** The Corporation agrees to provide each new employee covered by this Agreement with a copy of the Collective Agreement. The cost of printing the Agreement in book form shall be paid 50% by the Corporation and 50% by the Union.

**19.03 JOB DESCRIPTIONS**

The Corporation agrees to draw up job descriptions:

- 1) for all positions for which the Union is bargaining agent
- 2) whenever a job is created within the Unit
- 3) whenever the duties of a job change substantially

These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection or a request for discussion within thirty (30) days. There shall be an up to date job description and rating prior to the posting of any position.

**19.04** Existing classifications as set out in Schedule "A" shall not be eliminated or changed without prior agreement with the Union.

Changes to classification title will only occur at the time of printing of a new agreement and with the consent of all parties. Job description or evaluation will not be thereby affected by this clause.

**19.05** (i) Where the Corporation has determined that a new classification is required or where the Corporation has made substantial changes, or where the Union believes the Corporation has made substantial changes in the duties of an existing classification and has established the rate for such job, the Corporation will meet with the Union, upon its written request, within thirty

(30) days of the request for such meeting being made by the Union to evaluate same through joint job evaluation with the Union.

(ii) **Job Evaluation**

- (a) The Joint Job Evaluation committee exists for the purpose of uniformly evaluating and appraising job classification according to the Job Evaluation Manual used for Pay Equity.
- (b) The Committee shall be composed of six (6) members: three (3) to represent the Corporation and three (3) to represent the Union. Each party shall elect or appoint their own representative and so notify the other party.
- (c) All decisions of the Committee shall be by majority.
- (d) A quorum shall be six (6) members of the Committee.
- (e) Subject to the completion of the single step review process, decisions made by the Joint Job Evaluation Committee shall be binding upon the Corporation, the Union and the employees, and shall not be subject to grievance or arbitration, despite any other provision of this Agreement.

**19.06** Where the Corporation has made substantial changes in any job and the Union requests a review of the position classification such request will be reviewed by the Job Evaluation Committee within nine (9) months. Any resulting reclassification shall be effective no later than nine (9) months following the request.

Notwithstanding, the incumbent(s) of the position may request a verbal update on the status of the request for review of the position classification at any time, the Corporation will provide a written update to the incumbent(s) when the request for review is not dealt with within nine (9) months.

**19.07** The Corporation agrees, during the term of the Agreement, to provide certain clothing to employees covered by this Agreement on the basis set out in Schedule "B" attached hereto. It is understood that such clothing shall remain the property of the Corporation and shall be worn by employees while on duty and not otherwise. Employees must return such clothing on termination of employment or where replacement is requested.



Employees working in areas where safety footwear is required, will provide their own appropriately rated safety footwear, (green patch standard) and they will be reimbursed, upon submission of proof of purchase, the cost up to \$160.00 (one hundred and sixty dollars) every two years, (with no breakdown).

**19.08** The Corporation agrees to notify the Union as far in advance as possible before introducing any technological changes which effect the rights of employees, conditions of employment, wage rates, or work loads.

If and when the Corporation should alter the work methods now in effect, no employee shall have their employment terminated by reason thereof.

Any job training required by reason of technological change shall be without loss of pay, but in any event no incumbent shall suffer a loss of wages by reason of technological change.

- 19.09** a) An employee who does not supervise or oversee the work of others as part of their normal duties may, on occasion, be specifically designated by the Corporation to work in the capacity of Crew Leader. When so designated, the employee shall receive a premium of \$1.00 per hour for all hours worked.
- b) The employee assigned as Asphalt Crew Leader shall receive the Crew Leader rate from May 1<sup>st</sup> to November 15<sup>th</sup> and any other time so assigned.

#### **ARTICLE 20 JURY DUTY**

**20.01** An employee required to serve as a Juror or subpoenaed by the Crown as a witness and who, therefore, is unable to perform his/her regular shift shall be entitled to receive for each day of absence the difference between his/her regular straight time rate for all hours lost and the amount of jury fee received provided the employee furnishes the Corporation with a Certificate of Service signed by the Clerk of the Court showing the amount of jury fee received during the normal work week.

#### **ARTICLE 21 BENEFITS**

**21.01** (i) The Corporation agrees, during the term of this Agreement, to pay the billed premiums for the present coverage of the following plans for each eligible employee in the bargaining unit and in the active employ of the Corporation:

- (a) Ontario Employer Health Tax (OHIP)
- (b) Life Insurance (1½ times annual salary)
- (c) A.D.D. (1½ times annual salary)
- (d) L.T.D. (75% monthly earnings max. \$3500.00 per month, indexed)
- (e) Dental Insurance:  
 2002 ODA fee schedule – effective December 1, 2004  
 2003 ODA fee schedule – effective April 1, 2005  
 2004 ODA fee schedule – effective April 1, 2006  
 Orthodontics (50%) - \$3,000 lifetime maximum per family member  
 Crowns, Inlays, and Caps (50%) - \$1,500 annual maximum per family member
- (f) Prescription Drugs: Prepaid with card and \$3.00
- (g) Vision Care: \$265.00 each 24 months (with no breakdown)  
 – effective April 1, 2005
- (h) Healthguard services including hearing aids and other services and supplies  
 Major Medical deductible - \$25.00/single coverage - \$50.00/family coverage

**21.01 (ii)** Optional Life Insurance- Cost to employee from options available from benefits carrier.

**21.02** The Corporation will retain the entire premium reduction granted by the Unemployment Insurance Commission because of the Corporation's sick leave plan to be applied against the Corporation's cost of benefits.

**21.03** Temporary employees will not be eligible for coverage in items (b) to (i) in 21.01 above, and may not participate in OMERS.

**21.04 RETIREE BENEFITS**

Retiree Benefits for retirees with a minimum of five (5) years continuous service with the City of Vaughan, who retire under the O.M.E.R.S. Plan will be covered for

- Life Insurance at \$10,000.00,
- Visioncare at \$180.00 every 24 months
- Basic Dental plan at 1998 O.D.A. fee schedule

- Prescription Drug Coverage 90% reimbursement for all eligible drugs on submission of claim

**ARTICLE 22 DURATION**

**22.01** This Agreement shall be in effect from April 1, 2004 until March 31, 2007 and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

**22.02** Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

**22.03** With respect to negotiations referred to in Section 22.02 above, the Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than two employees in the bargaining unit plus the Union Chair or his/her designate. Members of the Committee shall not suffer any loss of pay or benefits for normal work hours involved in negotiations or one day for preparation. A Staff Representative of the Union may be present at the request of the Union.



**SCHEDULE "A"**  
**HOURLY RATED EMPLOYEES**

	<b>Start 80%</b>	<b>6 Months 90%</b>	<b>1 year 100%</b>	<b>Date</b>
<b><u>LEVEL L</u></b>	22.91	25.77	28.64	<b>Apr 1/04</b>
	23.71	26.67	29.64	<b>Apr 1/05</b>
	24.54	27.60	30.68	<b>Apr 1/06</b>
<b><u>LEVEL K</u></b>	22.04	24.79	27.54	<b>Apr 1/04</b>
	22.81	25.66	28.50	<b>Apr 1/05</b>
	23.61	26.56	29.50	<b>Apr 1/06</b>
<b><u>LEVEL J</u></b>	21.19	23.84	26.48	<b>Apr 1/04</b>
	21.93	24.67	27.41	<b>Apr 1/05</b>
	22.70	25.53	28.37	<b>Apr 1/06</b>
<b><u>LEVEL I</u></b>	20.37	22.91	25.46	<b>Apr 1/04</b>
	21.08	23.71	26.35	<b>Apr 1/05</b>
A.C. & H.V. Mechanic Mechanic Electrician Arborist II	21.82	24.54	27.27	<b>Apr 1/06</b>
<b><u>LEVEL H</u></b>	19.41	21.84	24.26	<b>Apr 1/04</b>
	20.09	22.60	25.11	<b>Apr 1/05</b>
Carpenter	20.79	23.39	25.99	<b>Apr 1/06</b>
<b><u>LEVEL G</u></b>	18.49	20.80	23.11	<b>Apr 1/04</b>
	19.14	21.53	23.92	<b>Apr 1/05</b>
Water Coordinator Sm.Engine & Service Mechanic	19.81	22.28	24.76	<b>Apr 1/06</b>
<b><u>LEVEL F</u></b>	17.32	19.48	21.64	<b>Apr 1/04</b>
	17.93	20.16	22.40	<b>Apr 1/05</b>
Assistant Foreperson Facilities Mtce Mechanic Arborist I	18.56	20.87	23.18	<b>Apr 1/06</b>
<b><u>LEVEL E</u></b>	16.77	18.87	20.96	<b>Apr 1/04</b>
	17.36	19.53	21.69	<b>Apr 1/05</b>
Facility Operator II	17.97	20.21	22.45	<b>Apr 1/06</b>

	<b>Start</b> <b>80%</b>	<b>6 Months</b> <b>90%</b>	<b>1 year</b> <b>100%</b>	<b>Date</b>
<b><u>LEVEL D</u></b>	16.23	18.26	20.30	<b>Apr 1/04</b>
	16.80	18.90	21.01	<b>Apr 1/05</b>
<i>Equipment Operator II</i>	17.39	19.56	21.75	<b>Apr 1/06</b>
<i>Facility Operator I</i>				
<i>Serviceperson III</i>				
<b><u>LEVEL C</u></b>	15.68	17.64	19.60	<b>Apr 1/04</b>
	16.23	18.26	20.29	<b>Apr 1/05</b>
	16.80	18.90	21.00	<b>Apr 1/06</b>
<i>Building Mtce Operator</i>				
<i>Equipment Operator I</i>				
<i>Park Attendant</i>				
<i>Serviceperson II</i>				
<b><u>LEVEL B</u></b>	15.18	17.08	18.97	<b>Apr 1/04</b>
	15.71	17.68	19.64	<b>Apr 1/05</b>
<i>Custodian</i>	16.26	18.30	20.33	<b>Apr 1/06</b>
<i>Serviceperson I</i>				
<b><u>LEVEL A</u></b>	14.67	16.50	18.33	<b>Apr 1/04</b>
	15.18	17.08	18.97	<b>Apr 1/05</b>
<i>Labourer</i>	15.71	17.68	19.63	<b>Apr 1/06</b>

Equipment Operator III position eliminated.  
All Equipment Operator III's reclassified to Equipment Operator I position.

## **SCHEDULE "B"**

Each employee covered by this Agreement shall be provided with the following items (not made to measure) upon completion of the probationary period.

- (a) five (5) shirts
- (b) five (5) pairs of denim trousers
- (c) two (2) pairs of coveralls
- (d) one (1) parka at 50% of billed cost  
(replacement of parkas will be at the Corporation's expense)

Employees classified as Facility Operators will be supplied with three (3) uniforms consisting of a jacket and matching pants and one (1) winter coat in addition to (a) and in lieu of (b), and (d) above.

All such clothing will be replaced as necessary at the discretion of the Corporation.

A supply of suitable rainwear will be maintained by the Corporation for use by employees covered by this Agreement who are required to work in inclement weather.

A supply of suitable protective aprons and gloves will be maintained by the Corporation for use by employees covered by this Agreement who are required to work with the various chemicals used.

**SCHEDULE "C"**

**NOTICE**

The following position will be available within the \_\_\_\_\_ Department,  
on or about \_\_\_\_\_.

**TITLE:** \_\_\_\_\_

**MAJOR DUTIES:** \_\_\_\_\_

\_\_\_\_\_

**REQUIREMENTS:**

**EDUCATION:** \_\_\_\_\_

**EXPERIENCE:** \_\_\_\_\_

**OTHER:** RECORD OF SATISFACTORY ATTENDANCE, AS DETERMINED BY  
REFERRING TO ATTENDANCE CONCERNS CONTAINED IN THE EMPLOYEE'S  
HUMAN RESOURCES FILE.

**WORKING CONDITIONS:** Inside \_\_\_\_\_ Outside \_\_\_\_\_ Both \_\_\_\_\_  
Hours of Work \_\_\_\_ per week Schedule \_\_\_\_\_

**SALARY:** Start \$\_\_\_\_\_ per \_\_\_\_\_ Maximum \$\_\_\_\_\_ per \_\_\_\_\_

Persons interested in the above and/or any subsequent vacancies are asked to contact  
the Human Resources Department.

cc: Secretary C.U.P.E. Local 905

\_\_\_\_\_  
Human Resources Department



**1. LETTER OF UNDERSTANDING**  
**“RENEW”**

It is agreed that no employee will be laid off as a result of his/her work being contracted out or being performed by a temporary employee.

The Corporation agrees that where there is work to be done which employees do as part of their duties and also for which contractors are paid standby pay to be available to do, the Corporation will make every effort whenever practicable to provide work for employees before calling in a contractor on standby.

**“Agreed on March 25, 2004”**

**2. LETTER OF UNDERSTANDING**  
**“RENEW”**

Within the context of the Collective Agreement, the terms internal applicant and internal appointee refer to bargaining unit employees.

**“Agreed on June 11, 2004”**

**3. LETTER OF UNDERSTANDING**  
**“RENEW”**

The City will commit to make every possible effort during the term of this Agreement to maintain the existing staff complement. If, in the City's view, workforce reductions may become necessary, the City will request the assistance of the Union to explore alternative means of meeting the City's needs prior to any implementation.

In the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees that remain have the qualifications and ability to do the jobs remaining. The City will guarantee that 75% of those employees who were permanent full time at the start date of this Collective Agreement will be provided with full time employment during the term of this agreement. This does not guarantee that employees will retain the positions which they occupied at the start of this Agreement.

**“Agreed on November 2, 2004”**

**4. LETTER OF UNDERSTANDING**

**“RENEW”**

Notwithstanding Article 11.01 in the CUPE Collective Agreements, the parties agree that in the event of a job posting in either bargaining unit, applicants' seniority in either bargaining unit shall be considered to be integrated in the bargaining unit where the posting exists. This does not prejudice or change seniority rights in any other circumstances.

**“Agreed on March 25, 2004”**

**5. LETTER OF UNDERSTANDING**

**“RENEW”**

Any notation of a reprimand or disciplinary action placed on an employee's record shall be removed, at the employees' request, after an elapsed period of three (3) years from the date that the discipline was recorded in which the employee has not received a further notation for the same or a similar type of infraction.

**“Agreed on May 12, 2004”**

**6. LETTER OF UNDERSTANDING**

**LABOUR MANAGEMENT COMMITTEE**

**“NEW”**

A Labour Management Committee shall be established consisting of representatives of each party and will meet quarterly to discuss matters of mutual concern provided that, the Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of the collective agreement.

**“Agreed on March 25, 2004”**

**7. LETTER OF UNDERSTANDING**

**JOB TESTING CRITERIA**

**“RENEW”**

1. Testing for jobs will be administered by the Human Resources Department.
2. The test correlating to a particular position will be the same test taken by all applicants for that particular posting.

3. The marking of a test or grading of a test will be administered by the Human Resources Department.
4. Tests will be relevant and relate to the scope of the position and stated education as outlined in the job description.
5. The minimum percentage or mark required to have passed a test will be determined prior to commencement of any testing, and will be conveyed to the applicants prior to the test.
6. The applicant must obtain or exceed the minimum percentage mark of the test in order to be considered further for the job competition.

**“Agreed on April 22, 2004”**

#### **8. LETTER OF UNDERSTANDING**

##### **WRITTEN NOTICE OF LOSS OF EMPLOYMENT QUALIFICATIONS**

**“NEW”**

Any employee is required to give to his/her immediate Supervisor written notice of a loss of employment qualification. This may include the loss or suspension of a certificate/license that prevents an employee from performing their job. Such notice must contain the relevant information including the duration of loss or suspension and must be provided to the employer immediately when the employee is notified of such loss or suspension. Failure to provide such notice to the employer within the stipulated period will be treated as a matter of discipline.

**“Agreed on March 25, 2004”**

#### **9. LETTER OF UNDERSTANDING**

**“NEW”**

An employee who has requested and been granted an unpaid personal leave of absence under Article 12.01 of the Collective Agreement, compensation will be adjusted in the applicable pay period.

An employee experiencing financial hardship as a result of being granted an unpaid personal leave under Article 12.01 of the Collective Agreement, may approach the

Human Resources Department, in confidence, to discuss the potential for alternative compensation adjustments.

**“Agreed on May 27, 2004”**

**10. LETTER OF UNDERSTANDING**

**HOURS OF WORK**

**“NEW”**

In the event that the prevailing legislation and/or regulations governing hours of work and/or Operations of Commercial Motor Vehicles are amended, the parties will meet within sixty (60) days to review the language in the current Collective Agreement and reach agreement on amendments as required to ensure compliance.

**“Agreed on June 25, 2004”**

**11. LETTER OF UNDERSTANDING**

**“NEW”**

In accordance with Article 19.07, Schedule B, of the Collective Agreement, current employees shall be entitled to receive (2) two additional pairs of denim trousers. Replacement of pants for existing employees will be delayed for a twelve month period, following the date of ratification of the Collective Agreement.

**“Agreed on July 13, 2004”**

**12. LETTER OF UNDERSTANDING**

**“NEW”**

The parties agree to amend the values of entitlement to “hours” for vacation, sick time, emergency leave, overtime and lieu time, and any other entitlement as outlined in the Collective Agreement.

The parties agree that all amendments to values will be incorporated in the new Collective Agreement and will be jointly reviewed by the parties prior to printing the new Collective Agreement.

**“Agreed on July 13, 2004”**

### **13. LETTER OF UNDERSTANDING**

#### **FLEXIBLE WORK WEEK**

**“NEW”**

The parties agree that within one year after ratification of this Collective Agreement, a joint committee consisting of two Union representatives and two Management representatives will meet for the purpose of reaching a joint recommendation that will be submitted to Senior Management for their consideration regarding the implementation of flexible working hours.

**“Agreed on July 13, 2004”**

### **14. LETTER OF UNDERSTANDING**

**“NEW”**

In lieu of Article 6.07, during the life of the agreement, the Unit Chairperson of the City of Vaughan units shall be allowed up to one day off per month with pay to deal with the combined union business for all bargaining units at the City. There will be no accumulation of unused days. The cost of the salary and benefits shall be shared equally by the Corporation and CUPE Local 905.

The leave of absence must be requested and cleared through the Director of Human Resources or designate with at least seven working days notice in advance of the requested absence.

The parties agree that this will be reviewed annually during the life of the collective agreement to assess the benefit of this leave to the Corporation and the Union.

**“Agreed on July 13, 2004”**

### **15. LETTER OF UNDERSTANDING**

**“NEW”**

1. The Union, under authority of S.6 of the Employment Standards Act, 2000, hereby grants the consents provided for in S.17(2), 18(3) and 22(2), under terms and conditions contained in the Collective Agreement.
2. This consent shall continue to operate at all times that the Collective Agreement is in operation.

3. This consent shall not apply to employees to whom parts V11 and V111 of the ESA, 2000 do not apply, as defined in the Act and its Regulations.
4. In the event that the prevailing legislation and/or regulations governing hours of work and/or Operations of Commercial Motor Vehicles are amended, the parties will meet within sixty (60) days to review the language in the current Collective Agreement and reach agreement on amendments to ensure compliance.

**“Agreed on July 29, 2004”**

## **16. LETTER OF UNDERSTANDING**

### **“NEW”**

The parties agree that effective upon ratification, and for the life of this Collective Agreement, the following language shall apply to employees employed in Water/Waste Water and Drainage classifications, specifically, the classifications of Service Persons I, II, III.

Servicepersons I who hold an applicable, valid Ministry of Environment certificate at Level II shall be paid at the Serviceperson II classification. Where the Serviceperson I holds a valid MOE certificate at Level III, they shall be paid at the Serviceperson III classification.

Servicepersons II who hold an applicable, valid Ministry of Environment certificate at Level III shall be paid at the Serviceperson III rate.

Notwithstanding the compensation rate paid to each employee, the Corporation reserves the right to determine the staff complement and levels within the Service Person classifications.

The parties agree that the job posting procedure, as outlined in Article 11, will not apply in the event of internal promotion within the Serviceperson levels.

When Serviceperson Level II and III vacancies are required to be filled, the most senior person holding the applicable certification and employed in the next lower Serviceperson level shall be appointed.

When a Serviceperson is appointed to the higher level, he/she shall be placed at the same start, 6 month or 1 year rate that applied to them in their previous Serviceperson level.

In the event that no qualified employees are available to fill a vacant position, the position will be posted in accordance with Article 11.05.

The Corporation agrees to sponsor job training for current Servicepersons up to and including the classification level that corresponds to the Corporation's Water Distribution and Waste Water Collection facilities.

When Servicepersons are required to be absent from their regular shift to write examinations for certification, the employee shall be paid at his/her rate of pay.

Persons currently employed as Servicepersons, who do not hold certifications equivalent to their Serviceperson level, shall be “grand-parented” in their position. In the event that the employee achieves certification at a higher level, their rate of pay will be adjusted accordingly.

In the event that the Ministry of Environment reduces the level of certification of a Serviceperson, the Corporation shall reduce the employee’s rate of pay to correspond to the level of certification. The effective date of the reduction to the rate of pay shall correspond directly to the date that the Ministry of Environment reduces the level of certification.

In the event that the Ministry of Environment increases the level of certification of a Serviceperson, the Corporation shall increase the employee’s rate of pay to correspond to the level of certification. The effective date of the increase to the rate of pay shall correspond directly to the date that the Ministry increases the level of certification.

**“Agreed on July 29, 2004”**

## **17. LETTER OF UNDERSTANDING**

### **“NEW”**

In the event of a required lay-off under Article 11, the parties will meet to reach an agreement to a process which minimizes disruption across the organization and may include re-assignment of employees to vacant positions for which they are qualified.

**“Agreed on November 2, 2004”**



**1. LETTER OF INTENT**

**“RENEW”**

In the event of amalgamation or merger of staff brought about by the enactment of Joint Services Agreements between the City of Vaughan and Hydro Vaughan, no C.U.P.E. Local 905 employee shall lose a job as a result.

**“Agreed on March 25, 2004”**

**2. LETTER OF INTENT**

**“RENEW”**

Employees working in any area of contamination by toxic materials may exchange coveralls rather than taking the clothing home for laundering. Clothing thus laundered will be considered the property of the Corporation and not of the individual employee.

**“Agreed on March 25, 2004”**

**3. LETTER OF INTENT**

**“NEW”**

It is the Corporation's intent that during the term of this Collective Agreement, a joint committee consisting of two Union representatives and two Management representatives shall meet in order to review the Job Evaluation administration process presently in place and to develop and recommend relevant changes to the review process.

**“Agreed on June 11, 2004”**