

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 66-01**

DISPATCHERS UNIT

April 1, 2019 to March 31, 2023

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ARTICLE 1 – GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the City and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory and safe working conditions, hours and wages for all employees who are subject to its provisions.

ARTICLE 2 – RECOGNITION

2.01 The Corporation recognizes the Union as the exclusive bargaining Agent for all Dispatch employees employed by the City of Mississauga at its Mavis Yard Works Operation & Maintenance Division, Office Services Section, save and except Team Leaders, supervisors, persons above the rank of supervisor, office staff, students hired for the school vacation periods and anyone else covered by another collective agreement with the City of Mississauga.

ARTICLE 3 – RELATIONSHIP

3.01 The Corporation and the Union agree that there shall be no discrimination either by the Corporation or the Union, as defined in the Ontario Human Rights Code.

3.02 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised against employees of the Corporation, or by any members or representatives of the Union.

3.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this

representation may be carried out, the Union will supply the Corporation with the names of employees, who are stewards or other officers of the Union from within the bargaining unit. Similarly, the Corporation shall supply the Union with a list of its managerial personnel with whom the Union may be required to work with.

- 3.04 There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings relating to Union business, without the consent of the Corporation.
- 3.05 The Union and the Corporation agree to adhere to the City's Corporate Policies on Respectful Workplace and Workplace Violence, which includes personal harassment. It is understood that these policies do not replace the employee's right to grieve under Article 9 and that an employee may submit a grievance if such employee believes they have been harassed as defined in the Policies.
- 3.06 Upon prior permission from the manager, which permission will not be unreasonably withheld, union officers shall have the right to answer questions and/or discuss work related issues with union members or the manager and or team leader in order to resolve issues expeditiously.
- 3.07 The Union shall have the right to meet with all new employees on their initial hire in the bargaining unit, at a mutually agreeable time, for a period of thirty (30) minutes during working hours, in a private area, during their first month of employment in order to orient them as to their collective agreement's rights and obligations.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 Nothing in this Agreement shall be interpreted as limiting the City in any way in the exercise of all of the rights, powers, authority and regular and customary functions of management to introduce technical improvements and methods of operation, and changes in the methods of operation, the extension, limitation, curtailment or cessation of operations, and the right to engage, lay off, promote, demote, classify and transfer employees with due regard to ability and seniority, and to reprimand, suspend or discharge employees for just cause.
- 4.02 The Union and the City agree that each, as a party to this agreement, will not act in a manner that is unreasonable, discriminatory, and arbitrary or in bad faith.

ARTICLE 5 – RIGHT TO HAVE STEWARD PRESENT

- 5.01 An employee shall have the right to have a Union steward present during investigations or meetings which may result in discipline or discharge. A Union steward shall be invited to attend, unless the employee waives their right to Union representation in accordance with the Union Waiver Form (Appendix A).
- 5.02 If the President of Local 66 or their designate is from a bargaining unit other than this one, the Union shall reimburse the Corporation for the time spent by the Local 66 President or their designate when representing members in meetings with management. If the Corporation requested such representation, such meeting will be considered time worked and paid by the Corporation. In all cases, leave for the President or designate to attend such meetings must be approved by their Director or designate, and such leave will not count towards Union Leave time described in Article 32.01.

ARTICLE 6 – RECOGNITION OF NATIONAL REPRESENTATIVE

6.01 The Corporation will recognize the National Representative at all meetings held with the Union should the Local Union choose to have him/her attend.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 During the term of this Agreement, the Union will not cause or direct, nor will the employees conduct any strike, slowdown or other collective action against the City which will stop or interfere with work. The City will not cause or direct any lockout of its employees.

7.02 The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in The Labour Relations Act, R.S.O., as amended.

ARTICLE 8 – CHECK-OFF OF UNION DUES

8.01 The City will deduct the regular bi-weekly union dues at one-point-two-five percent (1.25%) from the gross pay issued to employees. Such deduction will be made once each pay period and amounts so deducted will, within ten (10) working days, be forwarded to CUPE National.

8.02 Every employee covered by this agreement who is, or becomes a member of the Union, shall remain a member during the term of this agreement. New employees shall pay union dues from the date of hire.

8.03 The Union will save the City harmless from any claims made by employees for amounts deducted from their pay in accordance with the terms of this Article.

- 8.04 (a) The Corporation shall provide to the Union a spreadsheet list of all full-time and part-time employees every six (6) months. This list will include the employment status, addresses and telephone numbers currently on record with the City from the list employees.
- (b) The Corporation shall inform the Union when any new employee is hired into the bargaining unit and will supply the following information: starting date, position, and end date. Such information will be supplied to the Union no later than ten (10) working days of their start date.
- 8.05 The Manager and Team Leader shall not perform work normally performed by bargaining unit employees except for new hire orientation, coaching, emergencies, public safety, and/or in cases where regular qualified bargaining unit employees are not available.
- 8.06 The Union agrees that dues will not be deducted from employees who are on an approved leave of absence.

ARTICLE 9 – COMPLAINT AND GRIEVANCE PROCEDURE

- 9.01 For the purposes of this agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the collective agreement including any question as to whether a matter is arbitrable.

All grievances must be in writing, on an approved form (except Step 1) and dealt with in the following manner;

STEP 1

The Employee involved shall within seven (7) calendar days of the date of the incident giving rise to the complaint or the date that the incident should have reasonably have been known to the employee, discuss the complaint with their Team Leader. The employee may bring a union steward. The Team Leader shall give an answer by email to the Employee within seven (7) calendar days following the date of the meeting.

STEP 2

If the Employee is not satisfied with the Team Leader's answer to the complaint, the complaint must be stated in writing on the approved grievance form and submitted to the Manager within seven (7) calendar days after the Team Leader gives an answer at Step 1. All Grievances shall be in writing and on the approved grievance form and must be signed by the Employee (or their designate/Officer of the Union) and the Union. All Grievances shall contain the Article of the Collective Agreement, legislation or policies that apply to members of the bargaining unit alleged to have been violated, the nature of the grievance and the remedy requested. The Grievance Form shall be presented to the Manager by the Union. The Manager will meet within seven (7) calendar days after receipt, with the Employee (and/or their designate/Officer of the Union), Union and other representatives of the Corporation who the Manager deems necessary, and shall have a further seven (7) calendar days to answer the grievance in writing.

If the Union is satisfied with the response, the Union will also advise in writing that the grievance has been withdrawn within seven (7) calendar days.

If the Union is not satisfied with the Manager's written response given at STEP 2, the Union must within seven (7) calendar days following the date at which the Manager's written response was issued, indicate in writing that the grievance is proceeding to STEP 3.

STEP 3

Within seven (7) calendar days of the notification, the Director of Works Operations & Maintenance or their designate will arrange a meeting with the CUPE National Representative or their designate. Other representatives of the Corporation may also attend this meeting. The Employee concerned will attend the meeting if their attendance is requested in advance by either Party. The Director shall have seven (7) calendar days following the Step 3 meeting, to give a response to the grievance in writing.

9.02 If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within seven (7) calendar days, refer the grievance to arbitration with the provisions contained in Article 14.

9.03 If the Union is satisfied with the response, the Union will also advise in writing that the grievance has been withdrawn within seven (7) calendar days.

9.04 Any of the time allowances provided in this Article may be extended by mutual agreement.

9.05 a) Group Grievances

Where a number of employees have the same grievance and each employee would be entitled to grieve separately, the Union may present a group grievance in writing and on the approved form. The grievance shall include the circumstances

giving rise to the grievance, the remedy sought, the names of the known individuals affected at the time the grievance is filed, and should include the provisions of the Agreement generally to be relied upon. Such grievances shall be initiated at Step 1 and the Union may assign a maximum of two (2) grievors to represent the group.

b) Policy Grievance

A policy grievance is one in which the issue has the potential to affect any member of the bargaining unit. All such grievances shall be filed at Step 2 of the grievance procedure as provided in this article.

ARTICLE 10 – DISCIPLINE/DISCHARGE GRIEVANCES

10.01 Discipline grievances shall commence at STEP 2.

10.02 Discharge grievances shall commence at STEP 3.

ARTICLE 11 – COPIES OF CORRESPONDENCE

11.01 When an employee is suspended or discharged, the Union will be copied on correspondence addressed to the employee on such matters.

ARTICLE 12 – CITY GRIEVANCE

12.01 If the City has a complaint with respect to the conduct of the Union or its officers, or that the Union has violated the provisions of the collective agreement, the City shall first inform the CUPE National Representative and Union Local. If the complaint has not been resolved to the satisfaction of the City, the City will submit such complaint to the Union at STEP 3 of the grievance process.

The Union will meet with the City within seven (7) calendar days to discuss the complaint and will give the City a written reply within seven (7) calendar days of the meeting. If the complaint is not settled, it may be referred to arbitration.

ARTICLE 13 – MEDIATION

13.01 At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Article 9 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.

- a) The parties will agree on the individual who will act as grievance mediator. The parties shall equally share the fees of the mediator and the cost of a neutral meeting space if such space is required.
- b) The mediation session will be attended by representatives from the Union including the CUPE National Representative or their designate, and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
- c) Once the parties have agreed in writing to mediate a grievance the session shall commence within sixty (60) calendar days. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.

- d) Provided the parties agree, there shall be no limit to the number of grievances submitted for a single mediated session.
- e) Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved nor shall it be raised, discussed or relied upon at Arbitration.
- f) The mediation session may be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session during an employee's scheduled hours of work shall be without loss of regular pay or benefits.
- g) Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.
- h) The Mediator shall not act as the Arbitrator.

ARTICLE 14 – ARBITRATION

14.01 Any arbitration proceedings shall be in accordance with The Labour Relations Act of the Province of Ontario. The Union and Corporation will submit three (3) names of potential arbitrators for the hearing and an arbitrator will be appointed by mutual agreement. Either party may exercise their right to pursue Section 49 arbitration.

14.02 An Arbitrator shall not be authorized to render any decision inconsistent with the terms of the Agreement, nor shall the said Board be authorized to alter, add to or amend any of the clauses contained herein.

14.03 The decision of the arbitrator, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairperson will be final.

ARTICLE 15 – GRIEVANCE COMMITTEE

15.01 A Union/Corporation Grievance Committee shall be established consisting of two (2) stewards from the bargaining unit; CUPE National Representative, or their designate; President of Local 66-01 or their designate; and representatives of the Corporation.

15.02 One (1) steward may represent the union at Step 2. Two (2) stewards may represent the union at Step 3 and at mediation or arbitration. The CUPE National Representative or the President of CUPE Local 66-01 or their designate may be invited to attend. Time spent in such meetings by the stewards and grievors shall be considered as time worked.

15.03 If the President of Local 66-01 or their designate attends grievance meetings, mediation or arbitration at the request of the Union, the Union shall reimburse the Corporation for their time. If the Corporation requests the presence of President of Local 66-01 or their designate, such time shall be considered as time worked.

ARTICLE 16 – SUNSET CLAUSE

16.01 Disciplinary documentation contained in an employee's personnel file in the form of verbal and/or written warnings will not be relied upon by the Corporation for further disciplinary action, if more than 24 months have passed since the date of such

warning and the employee received no further disciplinary notification in that 24 month period. The exception to this article will be any discipline imposed due to harassment or incidents of violence in the workplace.

ARTICLE 17 – CORPORATE EMPLOYEE FILE

17.01 Employees may file a written request to Human Resources to view their corporate employee file, in the presence of an authorized corporate representative. Upon receipt, Human Resources will endeavour to schedule such a meeting with the employee for this purpose within five (5) working days. An employee may request that Human Resources provide copies of information contained in their employee file, subject to the number of copies being reasonable and kept to a minimum.

ARTICLE 18 – LABOUR MANAGEMENT COMMITTEE

18.01 A Labour Management Committee shall be established consisting of the CUPE National representative, one full-time representative and one part-time representative from within the bargaining unit, and representatives of the Corporation. Time spent in such meetings shall be considered as time worked. If the President of Local 66 attends, or their designate, the union shall request approval by their Director in advance and reimburse the City for their time in such meetings, unless the Corporation requested such representation, in which case time at such meeting will be considered time worked. Additional representatives may attend upon mutual agreement.

18.02 The Committee will meet quarterly or more frequently if necessary by mutual agreement. Each party shall notify the other party of the proposed agenda as far in advance of the meeting as possible, but not later than two (2) business days before the

scheduled meeting and include the names of all attendees. Attendance in Labour Management Committee Meetings shall be considered as time worked.

ARTICLE 19 – SENIORITY

- 19.01 The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority within the bargaining unit.
- 19.02 Seniority shall be on a bargaining unit wide basis. Employees shall establish seniority based on their date of hire.
- 19.03 Employees acquiring seniority on the same date shall be added to the seniority list showing status and classification in order of employee number.
- 19.04 No employee shall serve more than one probationary period within the bargaining unit.

A full-time employee shall be considered on probation and will not have any seniority standing with the Corporation until after completing six (6) months of continuous active employment (including training) as a full-time Dispatcher. If a probationary employee is absent from work for any reason during their six (6) month probationary period, or if the employee is unable to perform their full regular duties, the probationary employee's probation will be extended by a period equal to the number of absent days and/or the number of days when the employee did not perform their full regular duties. Seniority will, upon completion of the probationary period, date back to the first date of the probationary period.

19.05 A part-time employee shall be considered on probation and will not have any seniority standing with the Corporation until after completing up to 416 hours of work, inclusive of training, but in no case for less than twenty six (26) weeks. Seniority will, upon completion of the probationary period, date back to the first date of the probationary period.

19.06 An employee may be released from the Corporation's service during their probationary period without recourse to the grievance procedure for concerns with job performance, and behavioural and technical competencies.

19.07 Seniority List

The Corporation will prepare a list of all Dispatch employees showing employees by date of hire and status being either part-time or full-time. This list will be posted every six (6) months and will be posted on the bulletin board in the Dispatch area, no later than the first week of January and the first week of July of each year. This list will be forwarded to each steward and the CUPE National representative electronically at the same time. The list shall be considered as final and accurate unless representations are submitted on the seniority disputes form, dated and signed and received by the manager or designate within one week from the date of posting on the bulletin board.

19.08 Layoff/Recall

a) In cases of reduction of the work force due to lack of work, employees will be laid off in reverse order of seniority beginning with the part-time staff followed by the full-time staff. Seniority so exercised shall be on a bargaining unit wide basis.

b) Employees who have been laid off due to lack of work will retain their seniority and right of recall for a period equivalent to the employees' actual service within the

bargaining unit up to a maximum of 12 months.

- c) Full-time employees, who have completed their probationary period and are laid off due to lack of work, will be recalled first in order of seniority to either full-time or part-time work should it become available. Such recall will be by registered letter to the last address recorded with the Corporation by the employee.
- d) Part-time employees, who have completed their probationary period and are laid off due to lack of work, will be recalled in order of seniority to part-time work only after the full-time employees have been recalled in accordance with Article 19.08. Such recall will be by registered letter to the last address recorded with the Corporation by the employee.
- e) Full-time employees, who have accepted recall to part-time work, shall have the further right to be recalled in order of seniority to full-time work if it becomes available within their recall period in accordance with Article 19.08.

19.09 Seniority previously accumulated will be lost and employment will be terminated whenever an employee:

- a) quits and does not rescind resignation within 48 hours or is discharged;
- b) full-time employees who are absent for three (3) consecutive working days or part-time employees who absent for three (3) consecutive scheduled shifts without providing an explanation that is satisfactory to the Corporation.
- c) are laid off for a period equal to the seniority they had at the

time the layoff occurred but not exceeding twelve (12) consecutive months. In such event, the Corporation will provide a neutral letter of reference to the employee and will provide any required payments.

- d) fails to report for work at the expiration of any leave of absence granted by the Corporation without an explanation that is satisfactory to the Corporation.
- e) fails to return to work within seven (7) working days after notice of recall has been sent out in accordance with Article 19.08 above. Upon written request from the employee, an extension of up to twenty (20) days may be granted.
- f) is absent in excess of twenty-four (24) months due to accident or illness, and becomes totally and permanently disabled.
- g) fails to report their absence from duties on three (3) separate occasions within a twelve (12) month period without an explanation that is satisfactory to the Corporation.

19.10 Seniority Conversion

In the event that an employee moves from a part-time to a full-time position within the bargaining unit, he or she shall be entitled to be credited for all accumulated seniority based on the seniority lists the same principles shall apply when a full-time employee moves to a part-time position within the bargaining unit.

19.11 Transfers by the Corporation or Postings to Temporary Positions outside the Bargaining Unit within Works Operations and Maintenance

If an employee is transferred by the Corporation to a position outside of the bargaining unit or accepts a temporary position within the Works Operations and Maintenance Division then;

- a) they shall retain their seniority within the bargaining unit for a period of up to six (6) months or the duration of the transfer or temporary position (if known), whichever is greater.
- b) during this period the employee shall pay union dues in accordance with Article 8 and shall only be covered under Article 9.
- c) the employee shall have the right to return to their former position in the bargaining unit at any time during this period, thereafter the employee's bargaining unit seniority will cease.

19.12 Development Opportunities

In the event that the Corporation identifies development opportunities that exist outside of the bargaining unit, the parties will have discussions with respect to seniority implications.

ARTICLE 20 – POSTING OF JOB VACANCIES

20.01 When the Corporation determines that there is a vacancy that it intends to post, it will be done in the following manner:

20.02 Full-Time Vacancies

Job Postings

When a vacancy occurs, the Corporation will post the position on the Union bulletin board and via the intranet, as outlined below:

- a) The Corporation will post full-time vacancies internally to the bargaining unit and externally for a minimum of seven (7)

calendar days. All internal applicants must have completed their probationary period. Such posting will contain; status of the position, duration of the assignment, weekly hours of work, job responsibilities, qualifications and salary. Such qualifications shall not be established in an arbitrary or discriminatory manner.

- b) The Corporation shall base its hiring decision on an assessment of knowledge, skills, ability, qualifications and an employee file review will be completed for internal applicants, including annual performance appraisals. The senior employee applying for the position as posted above and who is qualified based on the Corporation's assessment will be given the job.
- c) Candidates who are internal to the bargaining unit will be assessed and considered prior to all external applicants.
- d) Upon request, an employee shall receive feedback in the event that they are unsuccessful for a posted job. Arrangements for the feedback shall be discussed between the applicant and their supervisor.
- e) A full-time vacancy that is anticipated to be six (6) weeks or less will not be subject to the job posting procedure. These vacancies will be filled at the Corporation's sole discretion.

20.03 Part-Time Vacancies

- a) Part-time vacancies shall be posted and filled at the Corporation's sole discretion.

20.04 Right to Return

- a) Any bargaining unit member successful in filling a full-time

vacancy within the bargaining unit will be subject to a one time three (3) month trial period of actual time worked. During this period, the employee may elect to return to their previous position or the Corporation may elect to return the said employee to their former position if their performance is not satisfactory to the Corporation.

20.05 For both full-time and part-time job postings; the Corporation and the Union recognize:

1. The principle of promotion from within the service of the Corporation.
2. That job opportunities should increase in proportion to seniority.

ARTICLE 21 – HOURS OF WORK

DEFINITIONS

21.01 “Full-time employees” means employees covered by the Collective Agreement who are regularly scheduled to work forty (40) hours per week.

21.02 “Part-time employees” means employees covered by the Collective Agreement who are regularly scheduled to work twenty-four (24) hours per week or less. Part-time employees may work more than twenty-four (24) hours per week for emergencies or for coverage for unplanned absences.

21.03 Emergency – shall include forecasted or sudden storms, floods or the potential thereof, the unexpected absence of a staff member and danger or potential danger to life and/or property or as otherwise defined by City Policies and By-Laws.

21.04 Full-Time Employees

- a) The normal work week shall consist of five (5) shifts, scheduled in eight and a half (8.5) hour shifts, including an unpaid 30 minute meal period. The normal work week shall be forty (40) hours.
- b) Full-time employees will select their shift(s) based on seniority. Full-time employees must select their five (5) eight and a half (8.5) hour shift(s) based on seniority. Full-time employees must select at least seven (7) calendar days before the part-time shift selection process begins.
- c) Full-time employees shall be permitted to select additional open shifts, following the part-time shift selection process, based on seniority.

21.05 Overtime

All overtime hours must be pre-approved and when assigned shall be paid or banked as lieu time at the rate of time and one half (1 ½) in accordance with Article 21.04. Overtime for full-time staff shall be offered by seniority on a rotating basis.

21.06 Part-Time Employees

- a) Part-time employees shall provide their availability to work a minimum of sixteen (16) hours per week for available part-time shifts and must work a minimum of one (1) shift per week.
- b) Shifts shall be assigned to employees by seniority based on staff availability during the shift selection process as follows:
 - 1. Shift schedules will cover a specified period of time, at the discretion of the Corporation.

2. The opportunity to work public holidays will be offered as follows:
 - a) First, to part-time employees that do not have a full-time position(s) within the Corporation through a rotation based on seniority.
 - b) Then, to part-time employees with full-time position(s) within the Corporation who will be grouped together with full-time Dispatch employees and will be offered the opportunity to work public holidays through rotation based on seniority only after it was offered to part-time employees.
3. As a condition of employment, part-time employees must work at least one (1) shift per week, unless a leave is requested and pre-approved by the Manager or designate or unless there is no available open part-time work to select during the selection process.
4. The available shifts will be emailed to all part-time staff by the Manager or designate at least seven (7) calendar days prior to the shift selection deadline.
5. Part-time staff will indicate their shift availability and ranked preferred shifts within the deadline specified in the Manager or designate's email in four (4) above.
6. The shift selection process will be implemented as follows:
 - a) Shift assignments will be made in seniority order based on the availability indicated by employees.
 - b) In the first round, part-time employees will be assigned up to three (3) of their top three (3)

selections for available shifts. Part-time employees with full-time positions within the Corporation will be assigned up to two (2) of their top two (2) selections.

- c) In the second round, any remaining unassigned shifts will be assigned in seniority order to the part-time employees who indicated such shifts as their next top available selections, up to a maximum of one (1) shift per employee.
 - d) In the third round, any remaining unassigned shifts will be assigned in seniority order to all employees (i.e. both full-time and part-time) who indicated such shifts as their next top available selections.
 - e) After b, c, and d above in the selection process have been completed, one (1) shift per week may be assigned to part-time employees who still do not have the minimum of one (1) shift per week by reverse order of seniority.
- c) Overtime will be paid at the rate of time and one-half (1 ½) to part-time employees for all preauthorized time worked as a Dispatcher in excess of forty-four (44) hours per week.
 - d) In the event that immediate hours of work become available that the Corporation elects to fill, such hours will be first offered to staff currently on shift. If the immediate work is declined by staff currently on shift, a call out will be made in order of seniority, beginning with any part-time staff who were not able to get scheduled hours, followed by part-time staff with scheduled hours, then full-time staff.

- e) In the event that hours of work become available that are not immediate, that the Corporation elects to fill, a call out will be made in order of seniority, beginning with any part-time staff who were not able to get scheduled hours followed by part-time staff with scheduled hours then full-time staff.
- f) When conducting a call-out, management must attempt to leave a message to employees who do not answer the phone indicating the shift that they are being offered. Once the call has been placed, they may proceed to the next person on the seniority list. The shift will be assigned to the first employee to answer or return the call who agrees to work it.
- g) A call-out sheet will be posted to a shared drive which will be accessible to all employees.

ARTICLE 22 – FULL-TIME EMPLOYEES LIEU TIME

- a) Lieu time is time taken off work with pay, in lieu of accepting overtime pay. Lieu time is banked at time and one half for authorized overtime hours worked. An employee may bank a maximum of eighty (80) lieu time hours in any given calendar year. No lieu time may be carried over to the next calendar year. Any overtime banked will be paid, at any time during the year, upon the request of the employee. Any request for exceptions to the payout and carry-over provisions must be provided in writing to the Director of Works Operations and Maintenance or designate.
- b) Employees requesting to utilize their banked lieu hours must receive prior approval from their Team Leader or designate.

ARTICLE 23 – SHIFT EXCHANGES

- 23.01 Requests for shift exchanges within a posted schedule must be submitted at least forty-eight (48) hours in advance of the shift exchange, unless otherwise approved by the Manager, or designate, and cannot result in increased cost to the City. In the event of a shift exchange over a long weekend, requests must be submitted at least seventy-two (72) hours in advance. The requirement of advance notice may be waived at the City's discretion.
- 23.02 Employees may drop a maximum of two (2) shifts in a posted schedule, up to a maximum of eight (8) shifts per calendar year, for any reason including but not limited to leaves permitted under the *Employment Standards Act*, as amended. To do so, employees must provide at least seventy-two (72) hours' notice but must maintain the requirement of working at least one (1) shift a week.

ARTICLE 24 – MEAL PERIODS

- 24.01 Employees will receive an unpaid half ($\frac{1}{2}$) hour meal period after working five (5) consecutive hours to be taken at a mutually agreeable time.
- 24.02 It is understood that in the event of an emergency, as determined by the Corporation, which occurs during an employee's meal period where they are required to work, such employee will be compensated for the lost meal period at their regular rate of pay.

ARTICLE 25 – REST PERIODS

- 25.01 The City's Rest Period (Breaks) Policy 01-02-01, with respect to fifteen (15) minute breaks will be applicable.

ARTICLE 26 – PAID HOLIDAYS

26.01 FULL-TIME EMPLOYEES

The following days will be recognized as holidays and will be paid for at straight time rates for full-time employees:

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

26.02 In addition to the above, the Corporation may designate a half ($\frac{1}{2}$) working day holiday before Christmas day or during the Christmas Shut Down and if an employee is required to work on such a day they will be granted some other half ($\frac{1}{2}$) day off at a mutually agreeable date.

26.03 If the appropriate governmental authority provides an additional paid statutory holiday during the term of this agreement, these provisions will be amended to provide such a holiday.

26.04 Eligible full-time employees shall receive pay at their base rate for their normally scheduled daily hours for each paid holiday.

26.05 Full-time employees required to work on a Paid Holiday will be paid at the overtime rate of pay of time and a half (1.5 x) in addition to payment for the holiday.

26.06 In accordance with the *Employment Standards Act*, as amended, in order to be eligible to receive payment for a holiday, an employee must work their last full shift immediately preceding and their first full scheduled shift immediately succeeding a holiday.

26.07 When any of the above holidays falls on Saturday or Sunday, an alternative day may be designated by the City as the holiday in lieu of the holiday falling on Saturday or Sunday.

26.08 In lieu of Easter Monday and Remembrance Day, employees will be given two (2) paid Floater Holidays which must be used, subject to prior approval by the Manager or designate, prior to December 31st in the year in which they are granted. Floating Holidays are never paid-out and are never carried over to the next year.

26.09 PART-TIME EMPLOYEES

The following days will be recognized as holidays and will be paid for in accordance with the *Employment Standards Act*, as amended or any successor legislation:

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

26.10 In addition to the above, the Corporation may designate a half (½) working day holiday before Christmas day or during the Christmas Shut Down and if an employee is required to work on such a day they will be granted some other half (½) day off at a mutually agreeable date.

26.11 If the appropriate governmental authority provides an additional paid statutory holiday during the term of this agreement, these provisions will be amended to provide such a holiday.

26.12 Part-time employees will receive statutory holiday pay in accordance with the *Employment Standards Act*, as amended.

- 26.13 Part-time employees required to work on a Paid Holiday will be paid at the overtime rate of pay of time and a half (1.5x) in addition to receiving holiday pay.
- 26.14 When any of the above holidays falls on Saturday or Sunday, an alternative day may be designated by the City as the holiday in lieu of the holiday falling on Saturday or Sunday.
- 26.15 Paid Holidays will be scheduled for both full-time and part-time employees in accordance with Article 21.

ARTICLE 27 – LEAVES OF ABSENCE

27.01 Personal Leave of Absence

- a) The Corporation may grant a leave of absence without pay or loss of seniority for period not to exceed six (6) consecutive months provided that an employee requests it in writing at least ten (10) working days in advance of said leave. Such a request shall be submitted to the Manager or their designate and will be subject to approval by the Director of Works, Operations and Maintenance. Personal leaves of absence are not intended for employees to pursue alternate employment.
- b) If a full-time employee wishes to maintain benefit coverage during a personal leave of absence, the employee must assume the full cost of available continued coverage for the duration of the leave. All benefits may be purchased for the duration of the leave of absence with the exception of LTD, Optional Life and AD&D which have limited purchase options as follows: LTD benefits may be purchased up to the end of the third month of the leave, and Optional Life and AD&D benefits may be purchased up to the end of the six (6) month of the leave of absence.

27.02 Bereavement Leave

- a) A Full Time employee will be allowed five (5) days off with pay in the event of a death of their father, mother, spouse, or child to make arrangements for and/or to attend the funeral.
- b) A Full Time employee will be allowed three (3) days off with pay in the event of a death of their sister, brother, mother-in-law or father-in-law and grandchild or grandparent to make arrangements for and/or to attend the funeral.
- c) A Full Time employee will be allowed one (1) day off with pay in the event of the death of their son-in-law, daughter-in-law, sister-in-law, brother-in-law, to make arrangements for and/or to attend the funeral.
- d) The City may require proof of death and in any circumstance, only regular scheduled working time missed shall be paid for. Additional leave of absence, without pay, may be considered upon request to the Director.
- e) Part-time employees shall be granted the equivalent time off without pay.

27.03 Jury and Witness Duty Leave

- a) In the event that a full-time or part-time employee is called for jury duty or as a witness in any court, except as a witness on their own behalf, the Corporation shall pay the employee their regular pay for scheduled shifts, less any payment made by the court for lost wages. Payment for each day the employee is required to be absent from work, without loss of seniority, will be made provided that they:

- i) notify the Corporation immediately upon notification that they will be required to attend on jury or witness duty;
- ii) present proof of service to the Corporation requiring such attendance;
- iii) present proof of payment received and promptly repays the amount (other than expenses paid to him/her) which they receive for such attendance; and
- iv) when known in advance report to work at the beginning of the day when not required at court;
- v) contact the Supervisor for instruction whenever court proceedings adjourn early.

27.04 Any compensation from the court for travel, meals or other expenses remains the employee's.

27.05 Time spent by a full-time employee required to serve as a court witness on any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay. This does not apply to arbitration hearings, which are or have been initiated under this Collective Agreement.

27.06 Pregnancy, Parental and Adoption Leave

- a) Pregnancy, Parental and Adoption Leave shall be granted in accordance with the *Employment Standards Act*, as amended. Full-time employees on a Pregnancy or Parental leave of absence will have the option of purchasing all benefits received as a full-time employee for the duration of their leave.

27.07 Maternity Supplemental Policy

- a) A Maternity Supplemental Plan will be provided to employees as per the non-union policy, should such a policy be in force. This policy may be amended from time-to-time at the City's sole discretion.

27.08 Medical Leave Of Absence for Full-Time Employees

1. Full-time employees whose STD pay ends and have a pending or denied LTD or *Workplace Safety and Insurance Act (WSIA)* claim and evidence that the claim/denial is being pursued/appealed will have their City-paid benefits maintained for a maximum period of up to six (6) months, provided that the following conditions are met:
 - a) the employee shall apply for a Medical Leave of Absence and shall submit medical documentation to the City's Employee Health Services ("EHS") Division supporting the Medical Leave of Absence;
 - b) the employee shall actively pursue any application requirements and/or appeal routes available to them as a condition of continued benefit coverage;
 - c) the employee shall cooperate with all requests by EHS for updated medical documentation, as necessary, during the Medical Leave of Absence;
2. Any employee who is off work for medical reasons and does not comply with the conditions as outlined above shall be considered to be absent without approved leave and will have their City-paid benefits discontinued.

3. Following the expiration of a medical leave of absence, the Employee shall have their City paid benefits discontinued, save and except if they are approved for a benefit or have returned to work.

ARTICLE 28 – VACATION

28.01 Full-Time Employees

- a) Vacation credits shall accumulate based on the employee's years of service. A vacation credit is defined as "a specific unit of time to be used for vacation purposes." Vacation credits accrue for each full month of active service between and employee's vacation anniversary date.

28.02 Vacation credits for full-time employees will accumulate on the following basis:

- a) upon hire – 1.25 days per month to a maximum of 15 days
- b) after seven (7) years of service - 1.67 days per month to a maximum of 20 days
- c) after fifteen (15) years of service - 2.08 days per month to a maximum of 25 days
- d) after twenty two (22) years of service - 2.50 days per month to a maximum of 30 days

28.03 A full-time employee leaving the City is granted a full vacation credit for the last month of employment, when at least half (½) of the available working days between monthly vacation anniversary dates have been worked.

- 28.04 Half a credit is granted if the employee works on at least one (1) day, but does not work at least one-half ($\frac{1}{2}$) of the available working days during the period.
- 28.05 Vacation, Jury Duty, Bereavement Leave and absence on approved WSIB during the twelve (12) month period following the date of accident, will not be considered as absence for purposes of this article.
- 28.06 Vacation credits do not accrue during a period of long-term disability.
- 28.07 Vacation credits earned may be taken at any time when approved by the Manager or their designate. Vacation credits not yet earned cannot be taken. All credits earned in one (1) calendar year must be used by December 31st of the following year, unless otherwise approved by the Manager or their designate. On December 31st of each year, any vacation credits in excess of those earned in the current calendar year will be forfeited by the employee, unless the Manager or their designate have approved a carry-over, in writing.
- 28.08 Accrual of vacation credits ceases when employees have exhausted their short-term disability income and at the employee's request are paid for all unused vacation credits.
- 28.09 Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination.
- 28.10 Employees must submit their vacation requests in advance of their vacation.

28.11 Part - Time Employees

- a) Vacation pay will be calculated and paid to the employee in accordance with the *Employment Standards Act*, as amended. Earnings will be paid to the employee on the final pay of the calendar year.
- b) Payment of accumulated vacation earnings may be requested with at least four (4) weeks written notice.

ARTICLE 29 – SICK LEAVE PLAN (Full-Time Employees)

29.01 Short Term Disability

- a) All permanent full-time employees, after three (3) months of active continuous full-time service are eligible to receive the following benefits:

<u>LENGTH OF SERVICE</u>	<u>FULL SALARY</u>	<u>75% OF SALARY</u>
Less than 3 months	0 Weeks	0 Weeks
3 Months but less than 1 year	0 Weeks	24 Weeks
1 Year but less than 2 years	3 Weeks	21 Weeks
2 Years but less than 3 years	6 Weeks	18 Weeks
3 Years but less than 4 years	9 Weeks	15 Weeks
4 Years but less than 5 years	12 Weeks	12 Weeks
5 Years but less than 6 years	15 Weeks	9 Weeks
6 Years but less than 7 years	18 Weeks	6 Weeks
7 Years but less than 8 years	21 Weeks	3 Weeks
8 Years or more	24 weeks	0 weeks

- 29.02 Benefits will be applicable for up to 24 weeks for each separate period of disability. Periods of disability due to the same or related cause or causes will be considered as one period of disability if separated by less than 10 consecutive working days performing full duties.

- 29.03 FULL salary benefits will be limited in any calendar year to the number of weeks entitlement indicated by length of service.
- 29.04 Benefits extending beyond 3 working days will commence from the first day of disability for the first three absences in a calendar year and from the fourth working day of disability for the 4th and subsequent absences lasting more than three working days in duration.
- 29.05 Employees will be allowed six "Incidental Illness" days per calendar year to provide income for illness of three days or less. Illness days may be used by the employee for the purpose of their own medical/dental appointments, eligible procedures and tests. The City may request a certificate from the attending physician for any such days where it feels there are reasonable and probable grounds to suspect the validity of the employee's absence.
- 29.06 Benefits will ONLY be paid after the employee supplies the City of Mississauga with satisfactory evidence of disability which entails a medical certificate from an accredited physician.
- 29.07 After an absence of 120 working days the employee may apply for LTD coverage. In order to qualify for LTD coverage, the employee must apply within one year from the date of disability and in accordance with the Master Policy.
- 29.08 Employees must notify their Manager or designate prior to the start of their regularly scheduled shift of the inability to attend work due to illness.

ARTICLE 30 – TUITION REIMBURSEMENT

30.01 Full-time employees may apply for reimbursement for eligible tuition expenses, in accordance with the non-union policy, should such a policy be in force. This policy may be amended from time-to-time at the City's sole discretion.

ARTICLE 31 – NEGOTIATIONS COMMITTEE

31.01 The City will recognize a union negotiating committee consisting of a full-time representative, a part-time representative, and the CUPE National Representative. If the President of Local 66 or their designate is required to attend negotiations, this must be approved by the Director in advance, as City paid time. If the Union requests the President of Local 66 or their designate to attend, the Union shall pay for their time.

31.02 Both full-time and part-time Negotiations Committee members scheduled to work on a day when negotiations are to be held will have their shifts re-scheduled (if necessary) so that their shift will commence at the scheduled time of the negotiations meeting on such days. The committee member will then be paid their regular wage for the time spent at the meeting. At no time will a committee member be paid more than the normal number of hours for which they would have been entitled had their shift not been re-scheduled.

31.03 If a negotiations meeting adjourns prior to the end of the committee member's regular or re-scheduled shift, in consultation with the Corporations representative at the Bargaining Table the committee member may be directed to do one of the following:

- a) Continue to caucus with the Union to prepare for and or find a resolution to a potential bargaining impasse.
- b) Return to work for the remainder of their shift and receive normal payment for the full duration of their shift for the day.
- c) Not return to work and not be compensated by the City for time not spent in direct negotiations.
- d) Not return to work and be compensated by the Union for the remainder of their shift not worked.
- e) Not return to work and have the number of hours not worked deducted from their accrued lieu or vacation time, provided enough time is banked to do so.

ARTICLE 32 – UNION LEAVE

32.01 Leave of absence with pay and without loss of seniority will be granted to CUPE 66-01 union elected representatives to attend functions of the Union, provided that such leave does not exceed five (5) working days, and provided there is at least one (1) week's notice of such leave and the approval of the Director, or their appointed designate, has been granted. This leave shall apply to a maximum of fifteen (15) regular working days leave per calendar year. An additional five (5) days will be granted, upon request, where the wages are billed to the Union.

ARTICLE 33 – WAGES

33.01 Schedule A attached hereto headed Wages and Classifications are hereby made part of this Agreement.

33.02 Employees who successfully complete probation and who have a satisfactory performance review after one year of service (inclusive of probation) progress in the wage table by an additional 2%.

33.03 The Corporation shall pay salaries and wages in accordance with this Schedule. Payment of salaries and wages shall be every second Thursday.

ARTICLE 34 – BENEFITS

34.01 The Corporation agrees to make available to all full-time actively employed persons the benefits as outlined in Schedule "B" in accordance with the present practice.

34.02 The Corporation agrees to make available to all active part-time, temporary and full-time contract employees, the benefits as outlined in Schedule "C".

ARTICLE 35 – INCOME PROTECTION PROGRAM

All provisions of the City's Income Protection Program Policy, 01-07-06, as amended, shall apply to members of the bargaining unit except for provisions specifically addressed by the collective agreement.

ARTICLE 36 – EQUALIZED PAYROLL DEDUCTIONS (EPD DAYS)

The Corporation will extend the provisions of the Equalized Payroll Deductions (EPD Days) Program Policy, 01-06-07, as amended.

ARTICLE 37 – DURATION

37.01 This Agreement shall remain in full force and effect from April 1, 2019 to March 31, 2023, and shall continue in force from year to

year unless, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party furnishes the other with notice of termination or of proposed revision of this Agreement.

37.02 Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served, this Agreement and all its terms will continue in force until a new agreement is executed or until conciliation has been completed.

SIGNED AT MISSISSAUGA, ONTARIO this 30th day of
November 2021.

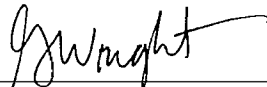
FOR THE CORPORATION:



Bonnie Crombie
Mayor



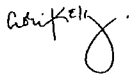
Diana Rusnov
Director, Legislative Services & City
Clerk



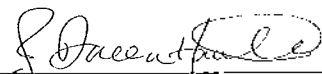
Geoff Wright
Commissioner, Transportation and
Works Department



Mickey Frost
Director, Works Operations and
Maintenance

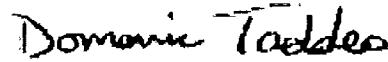


Lori Kelly
Director, Human Resources

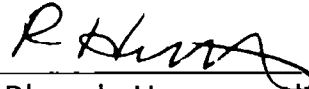


Joshua Doreen-Harfield
Manager, Employee and Labour
Relations

FOR THE UNION:



Domenic Taddeo
President, CUPE Local 66



Rhonda Hemsworth
Vice President, CUPE Local 66-01



Marc Xuereb
CUPE National Representative

SCHEDULE A - WAGES AND CLASSIFICATIONS

Effective April 1, 2019

	Minimum	Maximum
Dispatcher – Full-Time	\$53,780	\$71,709
Dispatcher – Part-Time	\$25.86	\$34.48

Effective April 1, 2020

	Minimum	Maximum
Dispatcher – Full-Time	\$54,721	\$72,964
Dispatcher – Part-Time	\$26.31	\$35.08

Effective April 1, 2021

	Minimum	Maximum
Dispatcher – Full-Time	\$55,679	\$74,241
Dispatcher – Part-Time	\$26.77	\$35.69

Effective April 1, 2022

	Minimum	Maximum
Dispatcher – Full-Time	\$56,653	\$75,540
Dispatcher – Part-Time	\$27.24	\$36.32

SCHEDULE B – BENEFITS (Full-Time Employees)

The Corporation shall continue in effect the following plans, with coverage subject to the various terms, restrictions and deductibles as outlined in the Master Insurance Policy, below summarized only for ease of reference.

Major Medical (100% City Paid)

Annual Deductible	\$25 single; \$50 family <i>(Does not apply to Drugs, Hospital, or Out of Country coverage)</i>
Prescription Drugs	<ul style="list-style-type: none"> • Pay Direct Drug Plan • 100% Generic (and single source¹); 80% Other • Prior Authorization • \$8 dispensing fee cap • Max 5 dispensing fee reimbursements/ maintenance drug²/year
Vision Care	\$400/24 months and exam \$75/24 months (12 months for children)
Out of Country	\$3,000,000 lifetime max / 60 day max for Emergency services
Hospital	Semi Private
Orthopaedic Shoes & Orthotics	Custom made; combined \$500/year
Psychologist/Social Worker/Psychotherapist	\$1,500/year max
Paramedical ³	\$50/visit combined; \$1,500/year max
<p>¹ Single source drugs are Brand Name drugs that have no Generic equivalent</p> <p>² Medications prescribed for chronic, long-term conditions and are taken on a regular, recurring basis. Examples of chronic conditions that may require maintenance drugs: high blood pressure, high cholesterol, and diabetes</p> <p>³ Paramedical includes Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Speech Therapist, Naturopath, Massage Therapist, Audiologist, Dietician, Acupuncturist, Osteopath</p>	

Dental (100% City Paid)

Annual Deductible	\$25 single; \$50 family (<i>Does not apply to Basic</i>)
Basic Services ¹	90% reimbursement ⁴
Major Services ²	50% reimbursement ⁴
Orthodontia Services ³	50% reimbursement ⁴ ; \$2,500 calendar year max; \$4,000 lifetime max. Coverage for dependent children only
Fee Guide	One year lag (updated January 1)
¹ Basic Services include: exams, x-rays, polishing, fluoride, fillings (restorations), root canals, removals ² Major Services include: restorations, surgical services, perio scaling, crowns, bridges, dentures ³ Orthodontia services include: orthodontic diagnostic, preventive services, and corrective services ⁴ Calendar Year Maximum of \$4,000 combined for basic and major services	

Personal Spending Account (P.S.A.)/Health Spending Account (H.S.A.)

- 100% City Paid
- Employees can allocate \$500 between P.S.A. and H.S.A. each year
- \$500 is pro-rated according to number of months of employment, and is automatically allocated to H.S.A., in year of hire
- P.S.A. is a taxable benefit that can be used for expenses such as: Home Office, Fitness, Child Care, Health Related Services
- H.S.A. is a non-taxable benefit that can be used for all health and dental expenses approved by the Canada Revenue Agency

Basic Life Insurance (100% City Paid)

- 2 x basic annual earnings, rounded to the next higher \$1,000 to a maximum of \$600,000

Accidental Death & Dismemberment Insurance (100% City Paid)

- 2 x basic annual earnings, rounded to the next higher \$1,000 to a maximum of \$600,000

Optional Life Insurance (100% Employee Paid)

Participant	Coverage
Employee	Units of \$10,000 to a maximum of \$200,000
Spouse	Units of \$10,000 to a maximum of \$200,000
Child	Units of \$5,000 to a maximum of \$25,000

Optional Critical Illness Insurance (100% Employee Paid)

Participant	Coverage
Employee	Units of \$25,000, to a maximum of \$200,000
Spouse	Units of \$25,000, to a maximum of \$200,000
Child	Units of \$5,000, to a maximum of \$20,000

Short Term Disability (100% City Paid)

- 75% to 100% based on permanent full-time years of service and length of absence (maximum benefit period = 26 weeks)
- Taxable

Long Term Disability (100% Employee Paid)

- 60% of the first \$4,000 monthly earnings + 50% of the next \$4,000 monthly earnings + 40% of the remainder
- Non Taxable

Employee and Family Assistance Program (100% City Paid)

- 24/7 access to free/confidential services that include but are not limited to: Physical Health Support, Professional Advice & Career Development, Mental health & Emotional Support, Stress Management
- Visit workhealthlife.com for further details

RETIREE BENEFIT PLAN

Plan Overview

- Eligibility: permanent full-time employee immediately accepting an OMERS pension and joining the benefits plan within 31 days of the retirement date
- Life Insurance (Basic and Optional) terminates at age 65
- Health/Dental coverage terminates at the end of the month following age 65
- Premiums: 1/3 Retiree paid and 2/3 City paid (unless otherwise indicated)
- The following coverage terminates upon retirement: Out of Country Travel, Health Spending Account, Personal Spending Account, Critical Illness (Employee, Spouse, Child), Spouse Life, & Child Life

Major Medical (80% Reimbursement)

Annual Deductible	\$25 single; \$50 family <i>(Does not apply to Drugs and Hospital coverage)</i>
Prescription Drugs	<ul style="list-style-type: none">• Pay Direct Drug Plan• 100% Generic (and single source¹); 80% Other• Prior Authorization• \$8 dispensing fee cap• Max 5 dispensing fee reimbursements/maintenance drug²/year
Vision Care	\$400/24 months and exam \$75/24 months (12 months for children)
Hospital	Semi Private (100% reimbursement)
Orthopaedic Shoes & Orthotics	Custom made; combined \$500/year
Psychologist	\$75/visit; \$1,000/year max (Physician's note required)

Paramedical ³	\$40/visit combined; \$1,000/year max
¹ Single source drugs are Brand Name drugs that have no Generic equivalent. ² Medications prescribed for chronic, long-term conditions and are taken on a regular, recurring basis. Examples of chronic conditions that may require maintenance drugs: high blood pressure, high cholesterol, and diabetes. ³ Paramedical includes Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Speech Therapist, Naturopath, Massage Therapist, Audiologist, Dietician, Acupuncturist, Osteopath	

Dental

Annual Deductible	\$25 single; \$50 family (Does not apply to Basic)
Basic Services ¹	80% reimbursement ⁴
Major Services ²	50% reimbursement ⁴
Orthodontia Services ³	50% reimbursement ⁴ ; \$2,500 calendar year max; \$4,000 lifetime max. Coverage for dependent children only
Fee Guide	One year lag (updated January 1)
¹ Basic Services include: exams, x-rays, polishing, fluoride, fillings (restorations), root canals, removals. ² Major Services include: restorations, surgical services, perio scaling, crowns, bridges, dentures. ³ Orthodontia services include: orthodontic diagnostic, preventive services, and corrective services. ⁴ Calendar Year Maximum of \$4,000 combined for basic and major services.	

Life Insurance

- \$10,000
- Taxable benefit; you will receive a T4A each year until coverage terminates

Optional Life Insurance

- 100% Retiree Paid

- Units of \$10,000 to a maximum of \$50,000
- If you were not covered for Optional Life Insurance as an active employee, you must be approved for coverage through the Insurance Carrier

Employee and Family Assistance Program

- 100% City Paid
- Coverage for one year following retirement or age 65, whichever is earlier
- 24/7 access to free/confidential services; Visit workhealthlife.com for details

Post Age 65 Life

- 100% City Paid
- Retirement on April 1, 2021 or later: \$5,000 upon attainment of age 65, provided you had 5 or more years of continuous service upon retirement. Taxable benefit; you will receive a T4A each year until coverage terminates
- Retirement prior to April 1, 2021: \$2,000 Retiree Life upon attainment of age 65

It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12th) of the Corporation's Employment Insurance (EI) reduced premium cost, assuming that the Corporation's request for such premium cost reduction is approved by Service Canada.

SCHEDULE C – BENEFITS (Part-Time, Temporary and Full-Time Contract Employees)

The Corporation shall put into effect the following plan, with coverage subject to the various terms, restrictions and deductibles as outlined in the Master Insurance Policy, below summarized only for ease of reference:

Health Spending Account

The City will provide a Health Spending Account (H.S.A.) for eligible, part-time, temporary, and full-time contract staff. The program will provide eligible employees with access to a \$1,200 H.S.A. as well as the Employee and Family Assistance Program (EFAP) for a specified benefit year.

Eligibility Criteria:

- 910 Hours worked in the qualifying period (August 1 to July 31)
- Long Term full-time Contract: Scheduled to work a minimum of 1 year at full-time hours (2080 hours)
- Employees must be actively at work and must meet the qualifying criteria each year in order to receive the benefit

APPENDIX A – UNION WAIVER FORM

UNION WAIVER FORM

I fully understand this meeting/interview may involve discipline.

With this knowledge, I _____
(print name)

do not wish to have Union Representation at this particular meeting/
interview.

Date _____ Employee Number _____

Supervisor Signature _____

Employee Signature _____

APPENDIX B – GRIEVANCE FORM



CANADIAN UNION OF PUBLIC EMPLOYEES

GRIEVANCE FORM

Grievance No: _____ Local No: **CUPE 66-01 (DISPATCH)**

CITY OF MISSISSAUGA

Employee: _____

Department: **TRANSPORTATION & WORKS** Classification: _____

Manager: _____ Employee # _____

Seniority Date _____

To

Phone # (h) _____ (w) _____

Grievance Level: 2 3 Email Address: _____

I/We the undersigned claim that

Therefore, I/we request that

Signature of Employee(s) and/or Union Officer: _____

Grievor/ Designate _____ Date: _____

Union Officer _____ Date: _____

APPENDIX C – BENEFITS FOR SCHEDULE B AND SCHEDULE C

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

THE CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 66-01

DISPATCHERS UNIT

Re: Benefits for Schedule B and Schedule C

This letter will confirm the understanding of the parties concerning the above noted Schedules. The parties agree that should the Corporation provide revisions to the Health and Life Insurance Benefit Plans for its non-union staff during the period of this contract, then the Corporation shall meet with the Union to provide the revisions to the plan and an opportunity to have the revised plan in its entirety granted to the members of this Union.

To review any proposed revisions to the Benefits Plan, as noted above, the Corporation will meet with the Union on the following dates:

Meeting Date: April 1, 2021

Meeting Date: April 1, 2022

AGREED TO BY:

FOR THE CORPORATION

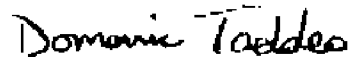


Mickey Frost
Director, Works Operations and
Maintenance Division

October 15, 2021

Date

FOR THE UNION



Domenic Taddeo
President, CUPE Local 66

APPENDIX D – MERGERS AND AMALGAMATIONS

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

**THE CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 66-01
DISPATCHERS UNIT**

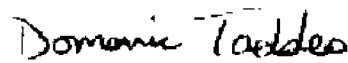
Re: Mergers and Amalgamations

The Parties agree that they share a mutual desire to keep each other informed in the event that the province considers the potential merger or amalgamation of the City of Mississauga with other municipalities. Both parties are committed to share information as it becomes available and discuss any potential impact to members of CUPE Local 66-01 at Labour-Management meetings.

AGREED TO BY:

FOR THE CORPORATION

FOR THE UNION



Mickey Frost
Director, Works Operations and
Maintenance Division

Domenic Taddeo
President, CUPE Local 66

October 15, 2021

Date

APPENDIX E – BANKED TIME FOR PRESIDENT OF CUPE LOCAL 66

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

THE CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 66-01

DISPATCHERS UNIT

Re: Banked Time for President of CUPE Local 66

The Parties agree that for the term of the collective agreement, an annual bank of fifty (50) total days will be established for the President of CUPE Local 66 to use when requested by the President to attend to Union business pertaining to CUPE 66 (WOM), 66-01 (Dispatchers Unit) and 66-02 (Animal Services) and 66-03 (Parking Enforcement). The bank will be administered by the Department from which the Union President works. Time taken from this bank, in either hours or days, will be reimbursed to the City by the Union. It is understood and agreed that all leave from duty must be pre-approved by the Manager.

It is understood and agreed that this leave is separate and distinct from the Union leave permitted under clauses 14.02 (WOM), 31.01 (Dispatch), 38.01 (Animal Services) and 43.01 (Parking Enforcement). It is also separate and distinct from the Union Representation language clauses in articles 5.07 (WOM), 5.02 (Dispatch), 8.02 (Animal Services) and 12.02 (Parking Enforcement).

AGREED TO BY:

FOR THE CORPORATION

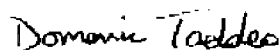


Mickey Frost
Director, Works Operations and
Maintenance Division

October 15, 2021

Date

FOR THE UNION



Domenic Taddeo
President, CUPE Local 66