

Collective Agreement

between:



MISSISSAUGA

The Corporation of the City of Mississauga
(herein referred to as the "Employer")

-and-

CUPE

Canadian Union of Public Employees
Local 66.02 (Animal Services)
(herein referred to as the "Local")

Term: April 1, 2023 - March 31, 2027

TABLE OF CONTENTS

ARTICLE 1 – GENERAL PURPOSE	4
ARTICLE 2 – RECOGNITION	4
ARTICLE 3 – RECOGNITION OF NATIONAL REPRESENTATIVE	4
ARTICLE 4 – RELATIONSHIP	4
ARTICLE 5 – LABOUR MANAGEMENT COMMITTEE.....	5
ARTICLE 6 – NO OTHER AGREEMENTS.....	5
ARTICLE 7 – MANAGEMENT RIGHTS.....	5
ARTICLE 8 – RIGHT TO UNION REPRESENTATION	6
ARTICLE 9 – NO STRIKE OR LOCKOUT	6
ARTICLE 10 – CHECK-OFF OF UNION DUES.....	6
ARTICLE 11 – COMPLAINT AND GRIEVANCE PROCEDURE	7
ARTICLE 12 – MEDIATION	9
ARTICLE 13 – ARBITRATION	10
ARTICLE 14 – GRIEVANCE COMMITTEE	10
ARTICLE 15 – COPIES OF CORRESPONDENCE	11
ARTICLE 16 – CORPORATE EMPLOYEE FILE.....	11
ARTICLE 17 – SUNSET CLAUSE	11
ARTICLE 18 – SENIORITY	11
ARTICLE 19 – SENIORITY LIST	12
ARTICLE 20 – SENIORITY CONVERSION.....	12
ARTICLE 21 – POSTING OF JOB VACANCIES	12
ARTICLE 22 – WORK OUTSIDE OF THE BARGAINING UNIT	14
ARTICLE 23 – LAYOFF/RECALL.....	14
ARTICLE 24 – HOURS OF WORK.....	15
ARTICLE 25 – OVERTIME	17
ARTICLE 26 – SHIFT EXCHANGES.....	17
ARTICLE 27 – LIEU TIME (Full-Time Employees)	17
ARTICLE 28 – MEAL PERIODS.....	18
ARTICLE 29 – REST PERIODS	18

ARTICLE 30 – LEAVES OF ABSENCE 18

ARTICLE 31 – PAID HOLIDAYS 21

ARTICLE 32 – VACATION 23

ARTICLE 33 – SICK LEAVE PLAN (Full-Time Employees) 25

ARTICLE 34 – TUITION REIMBURSEMENT 26

ARTICLE 35 – RESPECTFUL WORKPLACE AND WORKPLACE VIOLENCE 26

ARTICLE 36 – POLITICAL ACTION 26

ARTICLE 37 – NEGOTIATIONS COMMITTEE 26

ARTICLE 38 – UNION LEAVE 27

ARTICLE 39 – WAGES 28

ARTICLE 40 – BENEFITS 29

ARTICLE 41 – DURATION 30

SCHEDULE B – BENEFITS (Full-Time Employees)..... 32

SCHEDULE C – BENEFITS 39

(Part-Time, Temporary and Full-Time Contract Employees)..... 40

APPENDIX A – UNION REPRESENTATION WAIVER FORM..... 41

APPENDIX B – BENEFITS FOR SCHEDULE B AND SCHEDULE C 42

APPENDIX C – EQUALIZED PAYROLL DEDUCTIONS 43

APPENDIX D – INCOME PROTECTION PROGRAM 44

APPENDIX E – MERGERS AND AMALGAMATIONS 44

APPENDIX F – BANKED TIME FOR PRESIDENT OF CUPE LOCAL 66 45

ARTICLE 1 – GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Corporation 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 allemployees who are subject to its provisions.

ARTICLE 2 – RECOGNITION

2.01 The Corporation of the City of Mississauga recognizes the Canadian Union of Public Employees, Local 66-02 as the bargaining agent for all employees employed by the City of Mississauga in Animal Services, in the city of Mississauga, Ontario, excluding supervisor and those above the rank of supervisor.

ARTICLE 3 – RECOGNITION OF NATIONAL REPRESENTATIVE

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

ARTICLE 4 – RELATIONSHIP

4.01 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.

4.02 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced upon employees of the Corporation, or by any of its members or representatives or the Union or its representatives.

4.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization by the Union. In order that this representation 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. When referring to any communication to the Union, such communications shall be directed to the President, Local 66 and Vice President, Local 66-02.

4.04 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.

4.05 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 11 and that an employee may submit a grievance if such employee believes they have been harassed as defined in the Policies.

4.06 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 Supervisor in order to resolve issues expeditiously.

4.07 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 5 – LABOUR MANAGEMENT COMMITTEE

5.01 A Labour Management Committee shall be established consisting of the CUPE National representative, the Unit Vice President, and two representatives from within the bargaining unit, as appointed by the Union and representatives of the Corporation. The Union will endeavour to have one (1) full-time representative and one (1) part-time representative, if possible. 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 in advance from their Director and reimburse the Corporation 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.

5.02 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 6 – NO OTHER AGREEMENTS

6.01 No employee shall enter into, or be required or permitted by the Employer, to enter into a written or verbal agreement which conflicts with the terms of this Collective Agreement.

ARTICLE 7 – MANAGEMENT RIGHTS

7.01 Nothing in this Agreement shall be interpreted as limiting the Corporation 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.

- 7.02 The Union and the Corporation agree that each, as a party to this agreement, will not act in a manner that is unreasonable, discriminatory, arbitrary or in bad faith.
- 7.03 The Corporation agrees that the exercise of such rights shall be consistent with the provisions of this agreement.

ARTICLE 8 – RIGHT TO UNION REPRESENTATION

- 8.01 An employee shall have the right to have an elected Union representative present during investigations or meetings which may result in discipline or discharge. A Union representative shall be invited to attend, unless the employee waives their right to Union representation in accordance with Appendix A. A copy of the signed waiver form will be provided to the Union when signed.
- 8.02 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 38.01.

ARTICLE 9 – NO STRIKE OR LOCKOUT

- 9.01 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 Corporation which will stop or interfere with work. The Corporation will not cause or direct any lockout of its employees.
- 9.02 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 10 – CHECK-OFF OF UNION DUES

- 10.01 The Corporation 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.
- 10.02 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 dues from the date of hire.
- 10.03 The Union will save the Corporation harmless from any claims made by employees for amounts deducted from their pay in accordance with the terms of this Article.
- 10.04 a) The Employer shall provide, to the Union, a list of all full-time and part-time

employees every six (6) months. The list will include the addresses and telephone numbers of the listed employees.

b) The Employer shall inform the union when any new employee is hired and will supply the following information: starting date, section, unit, and position. Such information will be supplied to the Union no later than ten (10) working days of their start date.

10.05 Management and/or Supervisors 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.

10.06 The Union agrees that dues will not be deducted from employees who are on approved unpaid and/or legislated leaves of absence.

ARTICLE 11 – COMPLAINT AND GRIEVANCE PROCEDURE

11.01 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.

11.02 All grievances must be in writing, on a grievance form (except Step 1) and dealt with in the following manner:

a) 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 reasonably have been known to the employee, informally discuss the complaint with their Supervisor. The employee may bring a union steward. The Supervisor shall give an answer by email to the Employee within seven (7) calendar days following the date of the meeting.

b) STEP 2

If the Employee is not satisfied with the Supervisor'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 Supervisor gives an answer at Step 1. All Grievances shall be in writing and on the 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 from the date of the meeting 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.

c) STEP 3

Within seven (7) calendar days of the notification, the Director of Enforcement 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.

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 13.

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.

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

11.03 GROUP GRIEVANCE

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 on the 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 2 and the Union may assign a maximum of two (2) grievors to represent the group. The Union reserves the right to add names of other grievors as they become known until the grievance has been referred to Step 3.

11.04 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.

11.05 CORPORATION GRIEVANCE

If the Corporation 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 Corporation shall first inform the CUPE National Representative and Union Local. If the complaint has not been resolved to the satisfaction of the Corporation, the Corporation will submit such complaint to the Union at STEP 3 of the grievance process. The Union will meet with the Corporation within seven (7) calendar days to discuss the complaint and will give the Corporation a written reply within seven (7) calendar days of the meeting. If the complaint is not settled, it may be referred to arbitration.

11.06 DISCIPLINE/DISCHARGE GRIEVANCES

Discipline grievances shall commence at STEP 2. Discharge grievances shall commence at STEP 3.

ARTICLE 12 – MEDIATION

12.01 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 11 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 13 – ARBITRATION

- 13.01 Any arbitration proceedings shall be in accordance with the Labour Relations Act of the Province of Ontario. The Union and Employer 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.
- 13.02 The Corporation and the Union, through mutual agreement, may refer a matter to a Board of Arbitrators.
- 13.03 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.
- 13.04 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 14 – GRIEVANCE COMMITTEE

- 14.01 A Union/Employer Grievance Committee shall be established consisting of three (3) elected representatives from the bargaining unit; CUPE National Representative, or their designate; President of Local 66-02/or their designate; and representatives of the Corporation.
- 14.02 One (1) Union Representative may represent the Union at Step 2. Two (2) Union representatives may represent the Union at Step 3 and at mediation or arbitration. The CUPE National Representative or the President of CUPE Local 66-02 or their designate

may be invited to attend. Time spent in such meetings by the stewards and grievors shall be considered as time worked.

- 14.03 If the President of Local 66-02 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 the President of Local66-02 or their designate, such time shall be considered as time worked.

ARTICLE 15 – COPIES OF CORRESPONDENCE

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

ARTICLE 16 – CORPORATE EMPLOYEE FILE

- 16.01 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 as soon as is practicable. 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 17 – SUNSET CLAUSE

- 17.01 Disciplinary documentation contained in an employee's corporate file in the form of verbal and/or written warnings will not be relied upon by the Corporation for further disciplinary action, and will be removed from the employee's corporate file, if more than twenty-four (24) months have passed since the date of such warning and the employee received no further disciplinary notification in that twenty-four (24) month period. The exception to this article will be any discipline imposed due to harassment or incidents of violence in the workplace.

ARTICLE 18 – SENIORITY

- 18.01 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.
- 18.02 Seniority shall be on a bargaining unit wide basis. Employees shall establish seniority based on their date of hire.
- 18.03 Employees acquiring seniority on the same date shall be added to the seniority list showing status and classification in order of employee number.
- 18.04 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 employee of Animal Services. 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.

- 18.05 A part-time employee shall be considered on probation and will not have any seniority standing with the Corporation until after completing up to 780 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.
- 18.06 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 behavioral and technical competencies.

ARTICLE 19 – SENIORITY LIST

- 19.01 The Corporation will prepare a list of all Animal Services 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 employee bulletin board on the main floor and in the upstairs lunch room, no later than the first week of January and the first week of July of each year. This list will be forwarded to Bargaining Unit Representatives 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.

ARTICLE 20 – SENIORITY CONVERSION

- 20.01 In the event that an employee moves from a part-time to a full-time position within the bargaining unit, they 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.

ARTICLE 21 – POSTING OF JOB VACANCIES

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

21.01 Full-Time Vacancies

When a vacancy occurs, the Corporation will post the position via intranet and mass email, as outlined below:

The Corporation will post Full-time vacancies internally to the bargaining unit for a minimum of seven (7) calendar days. If required, positions may also be posted externally for a maximum of seven (7) calendar days. Such postings 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. All internal applicants must have completed their probationary period.

In the event a vacancy is not to be filled, the Union will be notified within thirty (30) days of the Corporation's decision and will be provided the reason why.

The Corporation shall base its hiring decision on an assessment of knowledge, skills, ability, and qualifications. 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.

Candidates who are internal to the bargaining unit will be assessed and considered prior to all external applicants.

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 the Supervisor involved in the hiring process.

A full-time vacancy that is anticipated to be six (6) months or less will not be subject to the job posting procedure. These vacancies will be filled at the Corporation's sole discretion and the Union will be advised of the selection.

21.02 Part-Time Vacancies

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

21.03 Right to Return

Any bargaining unit member successful in filling a full-time vacancy within the bargaining unit will be subject to a 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.

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

- a) The principle of promotion from within the service of the Corporation.
- b) That job opportunities should increase in proportion to seniority.

ARTICLE 22 – WORK OUTSIDE OF THE BARGAINING UNIT

22.01 If an employee is temporarily transferred to a position outside of the bargaining unit, they shall retain their seniority within the bargaining unit for a period of up to six (6) months.

During this six (6) month period the employee shall pay union dues in accordance with Article 10.

The employee shall have the right to return to their former position in the bargaining unit at any time during the six (6) month period. Such request to return to their former position shall be made in writing to the Manager or Designate a minimum of two (2) weeks prior to the effective date.

Where mutually agreeable by the Parties, the temporary transfer may be extended beyond six (6) months up to a maximum of one (1) year.

The Union agrees that the filling of vacancies outside the bargaining unit, with respect to this Article, will not be subject to the grievance procedure.

22.02 During the duration of the temporary transfer or temporary position, the employee may provide coaching and functional guidance while acting in a supervisory capacity but will not issue formal disciplinary documentation or discharge fellow bargaining unit members.

ARTICLE 23 – LAYOFF/RECALL

23.01 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.

23.02 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 twelve (12) months.

23.03 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 as long as such employee has the required skills and/or qualifications and/or experience. Such recall will be by registered letter to the last address recorded with the Corporation by the employee.

23.04 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, as long

as such employee has the required skills and/or qualifications and/or experience, after the full-time employees have been recalled in accordance with Article 23.03. Such recall will be by registered letter to the last address recorded with the Corporation by the employee.

23.05 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, as long as such employee has the required skills and/or qualifications and/or experience, if it becomes available within their recall period in accordance with Article 23.03.

23.06 Seniority previously accumulated will be lost and employment will be terminated whenever an employee(s):

- a) resigns and does not rescind resignation within 48 hours or is discharged;
- b) who is absent for three (3) consecutive working days or a part-time employee who is absent for three (3) consecutive scheduled shifts without providing an explanation that is satisfactory to the Corporation;
- c) laid off for a period equal to their seniority at the time of the layoff 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 confirm their return to work within seven (7) working days after notice of recall has been sent out in accordance with Article 23. Upon written request from the employee, an extension of up to twenty-one (21) 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.

ARTICLE 24 – HOURS OF WORK

Definitions

24.01 “Full-time employees” means employees covered by the Collective Agreement who are regularly scheduled to work thirty-five (35) or forty (40) hours per week dependent on their classification.

24.02 “Part-time employees” means employees covered by the Collective Agreement may

be regularly scheduled to work less than thirty-five (35) hours per week.

- 24.03 “Emergency” shall include forecasted or sudden storms, floods or the potential thereof, and danger or potential danger to life and/or property or as otherwise defined by Corporation Policies and By-Laws.

Full-Time Employees

- 24.04 The normal work week may consist of shifts scheduled in 7, 8 or 10 hours per shift, based on classification. Full-time employees shall choose schedule shifts by seniority based on a 24/7 continuous operation.
- 24.05 The Corporation shall provide no less than sixty (60) days’ notice to employees of any changes to the full-time schedule. Whenever changes are made to the schedule, employees will be given the chance to choose shifts by seniority as per Article 24.04.

Part-Time Employees

- 24.06 Part-time employees shall provide their availability to work a minimum of two (2) shifts per week. Occasional exceptions are subject to management approval. Shifts shall be assigned to employees by seniority based on staff availability in a 24/7 continuous operation. In the event that shifts remain open that are required to be filled, the Corporation may assign part-time staff to these shifts in order of reverse seniority. Such assigned shifts shall not be subject to the drop shift provision 26.02.
- 24.07 In the event that immediate hours of work become available that the Corporation elects to fill, such hours will be first offered to the staff currently on shift, subject to the “Hours free from work” provisions of the *Employment Standards Act, 2000*, as amended. If the immediate work is declined by staff currently on shift, a callout will be offered as follows:
- a) First, to part-time staff, in order of seniority, for additional hours up to a maximum of forty (40) hours/week. If the hours the Corporation elects to fill are still available, then;
 - b) The remaining available hours may be offered to other staff using a blended seniority list which includes both full-time and part-time staff. Part-time staff may exceed forty (40) hours/week.

Call Out Procedure (Full-Time and Part-Time Employees)

- 24.08 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 as follows:
- a) First, to part-time staff, in order of seniority, for additional hours up to a maximum of forty (40) hours/week. If the hours the Corporation elects to fill are still available, then;

- b) The remaining available hours may be offered to other staff using a blended seniority list which includes both full-time and part-time staff. Part-time staff may exceed forty (40) hours/week.
- c) If the work is declined by both full-time and part-time staff, the Corporation shall assign the work to staff in reverse order of seniority using a blended seniority list which includes both full-time and part-time staff. Such work shall be subject to the overtime provision in Article 25. Such assigned shifts shall not be subject to the drop shift provision 26.02.

Mandatory Training

- 24.09 When mandatory training is required that necessitates a schedule change, the Corporation may provide no less than thirty (30) days notice.

ARTICLE 25 – OVERTIME

- 25.01 Overtime hours for full-time staff must be pre-approved and shall be paid or banked as lieu time at the rate of time and one half (1½).
- 25.02 Overtime for part-time staff must be pre-approved and will be paid at the rate of time and one-half (1½) for all pre-authorized time worked in excess of forty-four (44) hours per week.
- 25.03 The Corporation shall make every reasonable effort to distribute overtime work as equally as practical on a rotational basis among the employees, subject to the Employment Standards Act, 2000 as amended.

ARTICLE 26 – SHIFT EXCHANGES

- 26.01 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 Corporation. 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 Corporation's discretion. A shift exchange must occur within the same week of the originally scheduled shift date. Once a shift exchange has been approved, an employee may not drop the exchanged shift.
- 26.02 Part-time Employees may drop a maximum of two (2) shifts in a posted schedule with at least seventy-two (72) hours' notice but must maintain the requirement of working at least two (2) shifts a week.

ARTICLE 27 – LIEU TIME (Full-Time Employees)

- 27.01 Lieu time is time taken off work with pay, in lieu of accepting overtime pay. Lieu time is banked at time and one half (1 ½) 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 Enforcement or designate.

Employees are required to request prior approval from their Supervisor or designate. Last minute requests will be given consideration by the Supervisor or designate.

Changes to the submission process are subject to management's discretion and will be communicated to staff.

ARTICLE 28 – MEAL PERIODS

28.01 Employees will receive an unpaid half (½) hour meal period after working five (5) consecutive hours to be taken at a mutually agreeable time.

It is understood that in the event of an emergency, as determined by the employer, 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 29 – REST PERIODS

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

ARTICLE 30 – LEAVES OF ABSENCE

Personal Leave Of Absence

30.01 The Corporation may grant a leave of absence without pay or loss of seniority for a 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 Enforcement. Personal leaves of absence are not intended for employees to pursue alternate employment.

30.02 If a full-time employee wishes to maintain benefit coverage during a personal leave of absence, pending approval by the carrier, the employee must assume the full cost of available continued coverage for the duration of the leave. All benefits maybe 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.

30.03 OMERS coverage and payment for any period of a personal leave of absence will be determined in accordance with OMERS regulations and guidelines.

Bereavement Leave

- 30.04
- a) A full-time employee will be allowed five (5) days off with pay in the event of a death of their parent or person in loco parentis, 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, parent-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 Corporation 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 of Enforcement.
 - e) Part-time employees shall be granted the above listed consecutive days of bereavement leave, however will be compensated according to their scheduled shifts.

Jury and Witness Duty Leave

- 30.05
- 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:
- a) notify the Corporation immediately upon notification that they will be required to attend on jury or witness duty;
 - b) present proof of service to the Corporation requiring such attendance;
 - c) present proof of payment received and promptly repay the amount (other than expenses paid to them) which they receive for such attendance; and
 - d) when known in advance report to work at the beginning of the day when not required at court.
 - e) contact the Supervisor for instruction whenever court proceedings adjourn early.

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

Time spent by an 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.

Pregnancy, Parental and Adoption Leave

30.06 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.

Maternity Supplemental Policy

30.07 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 Corporation's sole discretion.

Medical Leave of Absence for Full-Time Employees

30.08 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.

30.09 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 Corporation- paid benefits discontinued.

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

ARTICLE 31 – PAID HOLIDAYS

Full-Time Employees

31.01 a) The following days will be recognized as holidays and will be paid for at the employee's regular rate of pay:

Full-time employees required to work any part of a Paid Holiday will be paid at the overtime rate of pay of time and a half (1½) for the entire shift (i.e. not only for the hours worked during the Paid Holiday) in addition to payment for the holiday.

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

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.

Staff will follow the Corporation's existing practice with respect to Christmas shut down unless agreed to otherwise.

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

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

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 ½) in addition to payment for the holiday.

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.

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

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.

Subject to the continued approval of Corporation, the Corporation will observe the National Day for Truth and Reconciliation as a paid holiday for all intents and purposes as outlined under this article of the Collective Agreement.

The future observance of the National Day for Truth and Reconciliation is subject to the continued approval of City Council any applicable governing legislation that is in effect at such time.

Part-Time Employees

31.02 The following days will be recognized as holidays and will be paid for in accordance with the *Employment Standards Act 2000*, as amended or any successor legislation:

Part-time employees required to work any part of a Paid Holiday will be paid at the overtime rate of pay of time and a half (1 ½) for the entire shift (i.e. not only for the hours worked during the Paid Holiday) in addition to payment for the holiday.

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

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.

Staff will follow the Corporation's existing practice with respect to Christmas shutdown unless agreed to otherwise.

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.

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

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

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

Subject to the continued approval of Corporation, the Corporation will observe the National Day for Truth and Reconciliation as a paid holiday for all intents and purposes as outlined under this article of the Collective Agreement.

The future observance of the National Day for Truth and Reconciliation is subject to the continued approval of City Council any applicable governing legislation that is in effect at such time.

ARTICLE 32 – VACATION

32.01 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 an employee’s vacation anniversary date. Vacation credits for full-time employees will accumulate on the following basis:

35 Hour Classifications:

Years of Service	Vacation Credits (Hours Per Month)	Maximum Vacation Credits (Hours Per Year)
Upon Hire	11.67 hours	140 hours
Upon 7 th Anniversary	14.58 hours	175 hours
Upon 14 th Anniversary	17.5 hours	210 hours

40 Hour Classifications:

Years of Service	Vacation Credits (Hours Per Month)	Maximum Vacation Credits (Hours Per Year)
Upon Hire	13.33 hours	160 hours
Upon 7 th Anniversary	16.67 hours	200 hours
Upon 14 th Anniversary	20 hours	240 hours

A full-time employee leaving the Corporation 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.

If any other classifications are created, the vacation entitlement will be prorated based on the weekly hours of work.

Half a credit is granted if the employee works on at least one (1) day, but does not work at least one-half (½) of the available working days during the period.

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.

Vacation credits do not accrue during a period of long-term disability.

An employee who is seriously ill or injured while on vacation may be entitled to re-schedule all or part of the vacation based on the recommendation of the Manager, Employee Health Services, and the approval of the Supervisor and Director. Medical certification must be provided.

If a death of a relative occurs while the employee is on vacation, the employee is entitled to re-schedule vacation days equivalent to the number of days allowable under Article 30.

Vacation requests will be approved in order of seniority, as long as they are submitted by January 31. Any requests received after that will be considered on a first-come, first-serve basis. 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.

Changes to the submission process are subject to management's discretion and will be communicated to staff.

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.

Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination.

Employees must submit their vacation requests in advance of their vacation.

32.02 Part-Time Employees

- a) Vacation pay will be calculated and paid to the employee in accordance with the *Employment Standards Act*, as amended.
- b) Vacation pay will be paid to the employee on their bi-weekly pay dates.

ARTICLE 33 – SICK LEAVE PLAN (Full-Time Employees)

33.01 Short Term Disability

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

LENGTH OF SERVICE	FULL SALARY	75% OF SALARY
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

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.

FULL salary benefits will be limited in any calendar year to the number of weeks entitlement indicated by length of service.

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.

Employees will be allowed six (6) "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 Corporation 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.

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.

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.

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 34 – TUITION REIMBURSEMENT

34.01 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 Corporation's sole discretion.

ARTICLE 35 – RESPECTFUL WORKPLACE AND WORKPLACE VIOLENCE

35.01 The Corporation and the Union agree that there shall be no discrimination either by the Corporation or the Union, as defined in the *Canadian Charter of Rights and Freedoms* and the *Ontario Human Rights Code*.

35.02 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 11 and that an employee may submit a grievance if such employee believes they have been harassed as defined in the policies.

ARTICLE 36 – POLITICAL ACTION

36.01 No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies. Any such political action must be in compliance with Corporate policies and procedures, including but not limited to, the Conflict of Interest Policy.

ARTICLE 37 – NEGOTIATIONS COMMITTEE

37.01 The Corporation will recognize a union negotiating committee consisting of two (2) representatives and the Animal Services Unit Vice President, and the CUPE National Representative. The Union will endeavour to have one (1) full-time representative and one (1) part-time representative, if possible. If the President of Local 66 or their designate is required to attend negotiations, this must be approved by the Director in advance, as Corporation paid time. If the Union requests the President of Local 66 or

their designateto attend, the Union shall pay for their time.

- 37.02 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.
- 37.03 If a negotiations meeting adjourns prior to the end of the committee member's regular or re-scheduled shift, in consultation with the employer's 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 Corporation 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 38 – UNION LEAVE

- 38.01 Leave of absence with pay and without loss of seniority will be granted to CUPE 66-02 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) weeks' 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 39 – WAGES

39.01 Full-Time Employees

Classification	Year	Minimum	Maximum
Field Services Officer	2023	\$66,398	\$88,531
	2024	\$68,390	\$91,187
Public Education Officer	2025	\$70,442	\$93,923
	2026	\$72,555	\$96,741
Team Lead, Shelter Services	2024	\$54,908	\$73,211
	2025	\$56,555	\$75,407
Shelter Services Representative	2026	\$58,252	\$77,669
	2023	\$51,282	\$68,377
Administrative Assistant	2024	\$52,820	\$70,428
	2025	\$54,405	\$72,541
Animal Care Attendant	2026	\$56,037	\$74,717

For the term of the collective agreement, full-time staff who have at least one (1) year of service on the above-noted dates will progress through their range by an additional increase of 2% to the maximum of the range each year on April 1st.

Notwithstanding the above, performance appraisals will still be conducted.

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

39.02 Part-Time Employees

Classification	Year	Minimum	Maximum
Animal Care Assistant	2023	\$19.67	\$21.56
	2024	\$20.26	\$22.21
	2025	\$20.87	\$22.88
	2026	\$21.50	\$23.57
Field Services Officer	2023	\$31.92	\$42.56
	2024	\$32.88	\$43.84
	2025	\$33.87	\$45.16
	2026	\$34.89	\$46.51
Animal Care Attendant	2023	\$24.66	\$32.88
	2024	\$24.40	\$33.87
	2025	\$26.16	\$34.89
	2026	\$26.94	\$35.94

For the term of the collective agreement, part-time staff who have at least one (1) year of service on the above-noted dates will progress through their range by an additional increase of 2% to the maximum of the range each year on April 1st.

Notwithstanding the above, performance appraisals will still be conducted.

ARTICLE 40 – BENEFITS

40.01 The Corporation agrees to make available to all full-time actively employed persons the benefits as outlined in Schedule B in accordance with the Master Insurance Policy effective July 31, 2024.

40.02 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 41 – DURATION

This Agreement shall remain in full force and effect from April 1, 2023 to March 31, 2027, 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.

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 31st day of March 2025.

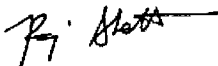
FOR THE CORPORATION:



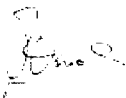
Carolyn Parrish Mayor



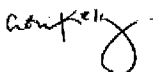
Diana Rusnov
Director, Legislative Services & CityClerk



Raj Sheth
Commissioner, Corporate Services



Georgios Fthenos
Director, Enforcement



Lori Kelly
Director, Human Resources

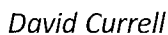
Joshua Doreen-Harfield
HRBPM, Employee and Labour Relations

FOR THE UNION:



Domenic Taddeo (Mar 12, 2025 15:19 L67)

Domenic Taddeo President, CUPE L66



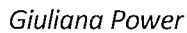
David Currell (Mar 13, 2025 00:51 EDT)

David Currell
Negotiating Committee Member



Jasmina Matesa (Mar 18, 2025 15:06 EDT)

Jasmina Matesa
Negotiating Committee Member



Giuliana Power (Mar 18, 2025 15:28 EDT)

Giuliana Power
Negotiating Committee Member



Cassie Bisson
CUPE National Representative

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	Effective January 1, 2025: \$450 every 2 calendar years and exam \$90/24 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	\$3,000/year max No per visit maximum, subject to reasonable and customary charges.
Biosimilar Drugs	Biosimilar drug coverage will be provided in accordance with the Master Benefits Contract
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	Effective April 1, 2024, the 2023 ODA schedule will apply. Effective April 1, 2025, the 2024 ODA schedule will apply. Effective April 1, 2026, the 2025 ODA schedule will apply.
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	

Family Building Coverage

- \$5,000 combined Life Time Max
- Fertility - Genetic testing, expenses related to egg/embryo/sperm, in-vitro fertilization (IVF)
- Surrogacy - reimburse surrogate for medical expenses (e.g. testing & procedures)

Fertility Drugs

- Up to \$7,500/year

Gender Affirmation Coverage

- Up to \$10,000 annual maximum and \$50,000 lifetime maximum

Enhanced Weight Management Drug Coverage

- \$1,800/year

Coverage for Wellness Practitioners

- Indigenous healing practitioners and practices will be covered under the taxable Wellness Account

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

The following is effective January 1, 2025

- 100% City Paid
- Employees can allocate \$700 between P.S.A. and H.S.A. each year
- \$700 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
- To align with Canada Revenue Agency guidelines, services of licensed reflexologists, homeopaths, athletic therapists, shiatsu therapists, and osteopathic practitioners will be covered under the Health Spending Account and reimbursement for these expenses will be non-taxable

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)
Orthopedic Shoes& Orthotics	Custom made; combined \$500/year
Psychologist	\$75/visit; \$1,000/year max (Physician's note required)
Biosimilar Drugs	Biosimilar drug coverage will be provided in accordance with the Master Benefits Contract
Paramedical ³	\$40/visit combined; \$1,000/year max
<p>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.</p> <p>³ Paramedical includes Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Speech Therapist, Naturopath, Massage Therapist, Audiologist, Dietician, Acupuncturist, Osteopath</p>	

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	Effective April 1, 2024, the 2023 ODA schedule will apply. Effective April 1, 2025, the 2024 ODA schedule will apply. Effective April 1, 2026, the 2025 ODA schedule will apply.
<p>¹ Basic Services include: exams, x-rays, polishing, fluoride, fillings (restorations), root canals, removals.</p> <p>² Major Services include: restorations, surgical services, perio scaling, crowns, bridges, dentures.</p> <p>³ Orthodontia services include: orthodontic diagnostic, preventive services, and corrective services.</p> <p>⁴ Calendar Year Maximum of \$4,000 combined for basic and major services.</p>	

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 (5/12ths) 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:

- 750 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 REPRESENTATION WAIVER FORM

CUPE 66-02 UNION REPRESENTATION WAIVER FORM

I fully understand this meeting/interview may involve discipline. With this knowledge, I _____ do not _____ (print name)

wish to have Union Representation at this particular meeting/interview.

Date

Supervisor Signature

Employee Number

Employee Signature

APPENDIX B – 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 66-02 ANIMAL SERVICES

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, 2025

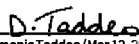
Meeting Date: April 1, 2026

AGREED TO BY:

FOR THE CORPORATION

FOR THE UNION

Georgios Fthenos
Director, Enforcement


Domenic Taddeo (Mar 12, 2025 15:19 EDT)

Domenic Taddeo President,
CUPE Local 66

Signed on this 31st day of March 2025 in Mississauga.

Date

APPENDIX C – EQUALIZED PAYROLL DEDUCTIONS

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66-02 ANIMAL SERVICES

Re: Equalized Payroll Deductions (EPD Days)


The Parties agree the Equalized Payroll Deductions (EPD Days) Program will be provided to employees as per the non-union policy, 01-06-07, should such a policy be in force. This policy may be amended from time-to-time at the Corporation's sole discretion.

AGREED TO BY:

FOR THE CORPORATION

FOR THE UNION

Georgios Fthenos
Director, Enforcement



Domenic Taddeo (Mar 12, 2025 15:19 EDT)

Domenic Taddeo President,
CUPE Local 66

Signed on this 31st day of March 2025 in Mississauga.

Date

APPENDIX D – INCOME PROTECTION PROGRAM

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66-02 ANIMAL SERVICES

Re: Income Protection Program

The Parties agree 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.

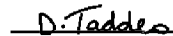
AGREED TO BY:

FOR THE CORPORATION

FOR THE UNION



Georgios Fthenos
Director, Enforcement



Domenic Taddeo (Mar 12, 2025 15:19 EDT)

Domenic Taddeo President,
CUPE Local 66

Signed on this 31st day of March 2025 in Mississauga.

Date

APPENDIX E – MERGERS AND AMALGAMATIONS

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66-02 ANIMAL SERVICES

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. The Employer shall notify the Union in writing as soon as reasonably possible upon becoming aware of the decision to proceed with a significant restructuring. Following such notification, the Employer and the Union agree to convene a meeting to discuss the potential impacts of the significant restructuring on the Union’s members within the Animal Services unit. In instances of significant restructuring, CUPE Local 66.02 will endeavor to work with the Employer to have affected Employees’ interests considered through the process of significant restructuring. The Union acknowledges that this agreement does not guarantee specific outcomes.

AGREED TO BY:

FOR THE CORPORATION

FOR THE UNION


Domenic Taddeo (Mar 12, 2025 15:19 EDT)

Georgios Fthenos
Director, Enforcement

Domenic Taddeo President,
CUPE Local 66

Signed on this 31st day of March 2025 in Mississauga.

Date

APPENDIX F – 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 66-02 ANIMAL SERVICES

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

FOR THE UNION

Georgios Fthenos
Director, Enforcement

D. Taddeo
Domenic Taddeo (Mar 12, 2025 15:19 EDT)

Domenic Taddeo President,
CUPE Local 66

Signed on this 31st day of March 2025 in Mississauga.

Date