

JANUARY 1, 2025 – DECEMBER 31, 2028

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE

CITY OF WINDSOR

AND

WINDSOR MUNICIPAL EMPLOYEES

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 82



C.U.P.E. LOCAL 82

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>
APPRENTICESHIP	56
ASSIGNMENT OF WORK	15
AUTOMOBILE ALLOWANCES	51
BEREAVEMENT	36
BUMPING CLAUSE.....	14
CHECK-OFF OF UNION DUES	5
CLASSIFICATION PROCEDURE	14
CLOTHING AND TOOLS.....	49
CONTRACTING OUT.....	55
CONVENTION LEAVE OF ABSENCE	36
CORRESPONDENCE.....	60
COUNCIL AGENDA	7
DISCIPLINE.....	10
EMPLOYEE’S RIGHTS	2
FRINGE BENEFITS	40
GRIEVANCES AND ARBITRATION.....	8
INDUSTRIAL STANDARDS ACT.....	49
INTERPRETATION.....	60
JOB POSTINGS	17
JOB SECURITY	54
JURY DUTY	37
LAY-OFFS	14
LEAVES OF ABSENCE	36
LICENCE FEES	49
LIFE INSURANCE	41
LONG SERVICE PAY	53
L.T.D.....	42
L.T.D. - SENIORITY	42
LUNCH ROOM FACILITIES.....	27
MANAGEMENT RIGHTS	2
PREGNANCY AND PARENTAL LEAVE.....	37
MEAL ALLOWANCE.....	33
NEW EMPLOYEES.....	42
NO DISCRIMINATION.....	5
NOTIFICATION OF JOB APPLICANTS	19
O.M.E.R.S. PENSION.....	41
OVERTIME.....	28
PROBATION AND CONFIRMATION.....	19
PROMOTION, TRANSFERS AND APPOINTMENTS	17
RATE OF PAY PERFORMING HIGHER PAID JOB.....	52

SUBJECT.....	PAGE
RECOGNITION	1
RIGHTS OF CORPORATION AND UNION	2
SALARIES AND WAGES.....	52
SENIOR SELECTED APPLICANT	19
SENIORITY	12
SHIFT PREMIUM.....	33
SICK LEAVE REPORTING.....	131
SPOUSES BENEFITS COVERAGE	43
STATUTORY HOLIDAYS	20
STUDENTS	4
TECHNOLOGICAL CHANGE	60
TERM OF AGREEMENT.....	60
20 - 10 DAY CLAUSE	52
UNION LEAVE OF ABSENCE	6
UNION SECURITY	5
VACATION PAY RE LAY OFF	25
VACATION PAY (RESIGNATION, DISABILITY, DEATH).....	23
VACATION REDUCTION RE WORKERS' COMPENSATION	25
VACATION REDUCTION RE L.T.D.....	25
VACATION USED FOR SICKNESS.....	25
VACATIONS	21
WORKERS' COMPENSATION	25
WORKING CONDITIONS.....	25
ATTACHMENTS	
SCHEDULE "A-1" – PUBLIC WORKS DEPT. – OPERATIONS - JOBS NOT RATED BY JJE	63
SCHEDULE "A-2" – PUBLIC WORKS DEPT, POLLUTION CONTROL BRANCH – JOBS NOT RATED BY JJE.....	66
SCHEDULE "A-3" - PARKS, RECREATION AND FACILITIES – JOBS NOT RATED BY JJE	67
SCHEDULE "A-4" – LOCAL 82 – JOBS RATED BY JJE	69
SCHEDULE "B" - HOURS OF WORK.....	72
SCHEDULE "C" - DEMONSTRATION OF CAPPING OF SICK LEAVE GRATUITY	77
SCHEDULE "D" - EXAMPLES OF WAGE ADJUSTMENT BASED ON CONSUMER PRICE INDEX.....	78
SCHEDULE “F” – JOINT JOB EVALUATION	
- RATING MANUAL.....	79
- MANUAL OF PROCEDURES.....	105

SCHEDULE "G" – REGULAR FULL-TIME MEMBERS HIRED ON OR BEFORE
APRIL 17, 2009 114

SCHEDULE "H" – TEMPORARY PART-TIME MEMBERS HIRED ON OR BEFORE
APRIL 17, 2009 SCHEDULE "I" - HOURS OF WORK..... 121

SCHEDULE "I" – RETIREES WHO RETIRED ON OR BEFORE
APRIL 17, 2009 SCHEDULE "I" - HOURS OF WORK..... 123

SCHEDULE "X" – PROMISSORY NOTES 127

BY-LAW 980 - SICK LEAVE PLAN..... 129

BY-LAW 18-2013 – AMENDMENT TO BY-LAW 980 136

SCHEDULE “K” – EXAMPLES FOR INCREASES FOR APPRENTICESHIP PROGRAM.....147

SCHEDULE “L” – MEMORANDUM OF AGREEMENT – WASTEWATER TREATMENT
OPERATOR – WASTEWATER COLLECTION OPERATOR – CLASSIFICATIONS.....150

LETTER OF INTENT

Banked Overtime 139

Clothing Committee 139

Foreperson Working 138

Job Preference 139

Labourer Parks and Public Works..... 140

Legal Picket Lines..... 138

Older Worker Provision 140

Rink Attendant 140

Sewer Machine Operator 140

Stand-By Winter Control 138

Wash Up Time 138

LETTER OF AGREEMENT

LTD Resolution 142

Good Faith Undertaking – LTD..... 144

PERMIT TO WORK EXCESS HOURS – EMPLOYMENT STANDARDS ACT..... 145

Letter of Understanding 146

THIS AGREEMENT made in duplicate this **5th**
day of April, 2025

BETWEEN:

WINDSOR MUNICIPAL EMPLOYEES LOCAL 82
CANADIAN UNION OF PUBLIC EMPLOYEES.

hereinafter referred to as the "UNION"

of the First Part;

- and -

THE CORPORATION OF THE CITY OF WINDSOR,

hereinafter referred to as the "CORPORATION" of the

Second Part;

WITNESSETH THAT:

WHEREAS it is the desire of the Union and the Corporation to provide efficient administration and economical operation of municipal service in the City of Windsor, and both parties agree that for such purposes it is essential to maintain the existing harmonious relations between the Corporation and the members of the Union, to provide machinery for the prompt and equitable disposition of grievances, to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Union and the well-being of the Civic Service as a whole;

NOW THEREFORE to effectuate the foregoing, the Parties hereto mutually covenant and agree as follows:

ARTICLE 1 - RECOGNITION

1.01 The Corporation recognizes the Union as the exclusive bargaining agent for all employees in the Department of Public Works and the Department of Parks and Recreation, save and except office staff, foremen and those above the rank of foremen, stock control clerks, and the technical staff of the engineering division, and save and except also all employees of Parks, Recreation and Facilities who deal directly with the public in an instructional, supervisory or regulatory capacity in connection with the recreation program.

- 1.02 The Parties agree that in the event of the creation of new positions, sections, and/or departments under the authority of the Council of the Corporation, the bargaining rights for the affected employees will be the subject of discussions and negotiations to determine the appropriate local union jurisdiction.
- 1.03 In the event the Corporation participates in a Public Private Partnership (P3) Venture involving the type of work presently performed by CUPE Local 82, the Corporation will encourage its P3 Partner to give CUPE Local 82 members the opportunity to bid on such work.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Corporation to hire, lay-off, promote, demote, classify or to transfer any employee, and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Corporation might have conferred upon it by any Statute from time to time.
- 2.02 The exercise of such rights by the Corporation shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.
- 2.03 The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its responsibilities. In addition to the location of its plants or places of employment, the methods, processes and means of performing the various works are the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.
- 2.04 No written or oral agreement will be made by any of the Parties hereto which may conflict with the terms of this agreement. Nothing herein contained shall deprive the Parties of capacity to amend this agreement.

ARTICLE 3 - RIGHTS OF CORPORATION AND UNION

- 3.01 The Corporation and the Union agree that all rights, privileges and authorities vested in them respectively by this agreement shall be exercised in a manner consistent with the terms thereof, and shall be subject to the procedures, provisions, regulations and restrictions governing the exercise of such rights, privileges and authorities as provided in this agreement.

ARTICLE 4 - EMPLOYEE'S RIGHTS

- 4.01 Effective January 1, 2000, every employee shall be subject to a probationary period of one hundred and twenty (120) calendar days of continuous employment, commencing on the date of his/her employment, during which period the Corporation shall have the right to discharge such employee without grievance, provided that every employee shall have the right to grieve on any other matter coming within the scope of this agreement and shall

otherwise enjoy the rights, privileges and benefits, and shall conscientiously perform and observe all obligations and responsibilities contained in this agreement.

- 4.02 During the said probationary period, if an employee is laid off or absent from work for any period not exceeding fourteen (14) calendar days, such lay-off or period of absence shall not be deemed to be an interruption of his/her continuous employment, provided however, the probationary period shall be extended by the amount of time equal to the length of the lay-off or absence. Should the period of lay-off or absence extend beyond a period of fourteen (14) calendar days, it shall be deemed to be an interruption of continuous employment and if the employee is rehired at a future date, the period of probation shall commence from the date of re-employment.
- 4.03 During the time that an employee is serving a probationary period in accordance with the terms of this Article, he/she shall be known as a probationary employee, and thereafter he/she shall be known as a regular employee. The term "Employee" as used throughout this agreement shall be deemed to include either or both probationary and regular employees in accordance with the context, unless otherwise stated.
- 4.04 Upon satisfactory completion of the probationary period aforesaid, the seniority of an employee shall be effective from the date upon which the probationary period commenced, and he/she shall not be required to serve a further probationary period upon being rehired by the Corporation after any lay-off up to twenty-four (24) months in duration, provided that, if such lay-off exceeds twenty-four (24) months in duration the provisions of this agreement shall apply to such employee in the same manner as if he/she were a new employee.
- 4.05 An employee shall be deprived of any further rights under this agreement if any of the following events shall occur:
- (1) If he/she voluntarily quits the employ of the Corporation,
 - (2) If he/she is discharged and such discharge is not set aside under the grievance and arbitration procedures herein,
 - (3) If he/she is laid off for a continuous period exceeding twenty-four (24) months calculated from the date of lay-off,
 - (4) If he/she withdraws contributions to the pension fund at any time,
 - (5) If he/she is absent from work without permission for a period of three (3) consecutive working days, unless such absence was caused by circumstance, beyond the control of such employee, as a result of which he/she was unable to advise the Corporation of the reason for his/her absence,
 - (6) If the Corporation shall serve notice on an employee by certified mail kit, or registered mail to such employee at his/her last known address, requiring the employee to return

to work following a period of lay-off and,

- (i) the employee fails to notify the Corporation within seven (7) calendar days after the delivering of such notice, of his/her intention to return to work, or
- (ii) after having so notified the Corporation the employee fails to return to work on the appointed day,

(7) On confirmation of his/her appointment in any position outside the bargaining unit,

(8) If the employee fails to make application as prescribed in Article 19.04 (4) to return to work following such approved leave, or having made application does not report to work except for just cause on the appropriate date.

4.06 All employees shall notify their Department Heads or designate in writing within one (1) week of any change in their address, telephone number, marital status and number of dependents.

4.07

(a) Where students are employed by the Corporation during the summer school break, they shall be considered as probationary employees for the full period of their employment and while so engaged shall receive the student rate and shall not be employed beyond September 30 **unless by mutual agreement between the Corporation and the Union**. No students shall be hired if any member of the bargaining unit who has achieved seniority, has been laid off nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority. Any students hired shall not achieve seniority under this agreement notwithstanding their length of service in any year or their accumulation of length of service in any number of years.

"Student" shall mean a person attending school, college or university on a full-time basis and who has indicated his/her intention to return to school at the end of the summer break in the current year.

(b) As a condition of employment each student shall provide at his/her own expense one pair of safety shoes or boots and two pairs of pants and two shirts. The shirts, pants and safety shoes must be worn and must be in accordance with the standard issue worn by other employees at the particular time of the year. It is the intent of the parties that the student be outfitted as hereinbefore described on the first day of his/her employment.

(c) Students shall not be entitled to those fringe benefits set forth in Articles 20.01, 20.02, 20.05, 20.06, 20.12 and 22.06 hereof. Effective January 1, 2007, Students shall not be entitled to shift premium.

(d) Students shall not be eligible to apply for any job openings posted by the Corporation, except postings for temporary positions for the summer period within the department where they are employed.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Corporation and the Union agree that neither will at any time, act or proceed in any manner contrary to the provisions of The Employment Standards Act, The Labour Relations Act, The Industrial Standards Act, The Occupational Health and Safety Act, The Ontario Human Rights Code, or The Pay Equity Act, all as amended and any Regulations made thereunder, and both parties will adhere to Council's policy respecting no discrimination on the basis of sexual orientation.

ARTICLE 6 - UNION SECURITY

6.01 All employees of the Corporation for whom the Union is the exclusive bargaining agent as provided in this agreement shall be or immediately become and remain members of the Union in good standing, in accordance with the Constitution and By-laws of the Union as a condition of employment or continued employment by the Corporation. The Corporation agrees, therefore, that, subject to the provisions of Section 51 of The Labour Relations Act, R.S.O. 1995, and amendments thereto, it will not retain in its employ any employee covered by this agreement who is not a member of the Union in good standing. The Union will advise the Director of Human Resources or designate in writing within 48 hours of any employee who is not a member of the Union in good standing.

6.02 The Corporation will invite the President of Local 82, or if he or she is unable to attend, the President may designate a member of the Local 82 Executive Board to participate in the Corporation's New Employee Orientation Program.

ARTICLE 7 - CHECK OFF OF UNION DUES

7.01 The Corporation agrees to deduct Union dues, initiation fees and special Union assessments applicable to all members and authorized under the Union's Constitution, from the pay of every employee within the scope of this agreement and to transmit the total amount of such deductions to the local Union Treasurer by the 15th of the month following the month such deductions are made. Deductions shall be taken from each pay and shall be accompanied by a list of employees from whose wages the deductions have been made.

7.02 The Union agrees to save harmless and to indemnify the Corporation for any action that may arise through the deduction of dues and special assessments from any employee's pay, on behalf of and at the instruction of the Union.

7.03 The Corporation further agrees to record all employees' contributions of Union dues paid annually, exclusive of special assessments, on the individual employees' T.4 statements of remuneration paid, issued annually by the Corporation for income tax purposes.

ARTICLE 8 - UNION REPRESENTATION AND LEAVE OF ABSENCE FOR UNION BUSINESS

8.01 The Corporation will recognize, for the purpose of negotiating the terms of a new collective agreement or to discuss any matter arising out of the terms of this agreement, a Union Committee comprised of five representatives of the local Union.

- 8.02 (1) The Union will provide the Corporation with a list of the Union Stewards for each division or sub-division of each department and inform the Corporation promptly of any subsequent changes or appointments.
- (2) In addition to the foregoing, the Corporation will recognize a Chief Steward for the Public Works Department and a Chief Steward for Parks.
- 8.03 The Union shall have the right at any time to have the assistance of official representatives of the Canadian Union of Public Employees at any meeting arranged with the Corporation for the purpose of negotiating the terms of a new collective agreement or to discuss any matter arising out of the terms of this agreement.
- 8.04 Employees required by the Corporation to attend any meetings will do so at the expense of the Corporation if such attendance is required during such employee's working day. Employees attending grievance or arbitration hearings shall suffer no loss of regular pay. An employee who attends a Workers' Compensation Hearing in the City of Windsor for the purpose of presenting a fellow employee's appeal shall suffer no loss of regular pay for the time spent presenting the appeal. Time off in 8.04 will be as per Articles 8.09 (a) or 8.09 (b).
- 8.05 The Union agrees that, except in the case of a matter pertaining to the terms of this agreement, or any other matter affecting employees under this agreement, which is included in the agenda mentioned in Article 8.07 below, neither the officers nor any member of the Union will make representation either directly or indirectly to any member or members of the Council of the Corporation with respect to any matter coming within the operation of this agreement or within the procedures provided by the Labour Relations Act, unless and until all proper procedures provided by this agreement, The Labour Relations Act or any other applicable Statute have been exhausted.
- 8.06 Any employee who is elected or selected for a full time position with the Union or any organization with which the Union is affiliated, is elected as a Member of Parliament or as a Member of Provincial Parliament, shall be granted leave of absence by the Corporation for a period of time equivalent to the length of the term of office to which the employee is elected or appointed, and while on such leave of absence shall enjoy uninterrupted seniority provided however,
- (a) That an employee who wishes to return to his/her position and exercise his/her seniority in that behalf, must elect to do so in writing within 15 days of the termination of his/her term of office and make himself available for work within 15 days from the date of his/her election,
- (b) That for purposes of this Article, seniority shall bear the meaning ascribed to it in Article 11.01,
- (c) Such leave of absence shall otherwise be without pay or benefits provided under the terms of this agreement.

Notwithstanding the foregoing employees who are on a leave of absence as a Member of Parliament or as a Member of Provincial Parliament shall be restricted to a ten-year maximum leave.

8.07 The Corporation agrees to provide electronic copies of the Council agenda and minutes to Union Executive Members for each Council meeting at the same time that such agenda and minutes are forwarded to members of Council.

8.08 Subject to the prior approval of the Executive Director, Operations, the Executive Director, Pollution Control/Deputy City Engineer, the Executive Director, Parks & Facilities, the Commissioner, Community Services, the Commissioner, Infrastructure Services or designates, leave of absence with pay will be granted to Union Representatives to leave their employment when required to carry out negotiations with the employer or to attend hearings held in connection with grievances or complaints under the terms of this agreement.

8.09 (a) The Corporation hereby authorizes the employee's immediate supervisor to grant a short leave of absence with pay, not exceeding three (3) hours of any day, for a Steward to investigate and attend grievance meetings as set out in Article 9. The request for any such leave of absence shall be made a reasonable length of time in advance on **WFM**. If the request cannot be granted, having regard to the efficient operation of the department, the time off will be granted within three (3) working days of the request. In the event the Union representative wishes to speak with any employee in any department other than his/her own, that employee's immediate supervisor will be advised by the Union representative prior to meeting with the employee.

(b)The Corporation shall provide to the Union with a maximum of 2080 hours per calendar year of Employer paid leave of absence to be used by any elected member of the Union, which shall be used for all Union business save and except: a) time taken by Stewards pursuant to clause 8.09 (a); b) Union participation in the Joint Job Evaluation Committee; (c) Union participation in Corporate Health and Safety matters as per the Corporate Health and Safety Time Release Procedure; d) Union participation in the Employee Family Assistance Program committee meetings; e) bargaining as per 8.01; f) one (1) party who is not an elected member of the Executive (other than the affected worker) in the workplace for WSIB file preparation, investigation and meetings, including mediation and return to work meetings; g) Union Executive Board member participation in Executive Board meetings as outlined below in 8.09 (c); h) or attendance at any other mutually agreed upon joint committee. It is understood that this time shall be treated as "time worked". Any hours not used at the end of the calendar year may not be carried over to the next calendar year. All time taken shall be tracked on WFM. Attendance by a Grievor during the grievance hearings shall be at the City's expense. Hours for Union business under this Article shall be reconciled bi-monthly.

(c) At the commencement of each calendar year, the Union agrees to provide the list of dates of Executive Board Meetings (maximum of 2 per month) and shall provide a list of the Executive Board members who will be attending. The Corporation will pay for each

member attending to a maximum of three (3) hours per Executive Board meeting. In the event a scheduled Executive Board meeting needs to be rescheduled the Union will provide notice to the Corporation of the new date as soon as practicable.

- 8.10 Effective June 1, 1988, it is agreed that when an employee is absent without pay on an approved leave of absence for the purpose of Union business, the Corporation will continue to pay him at his/her regular rate of pay, and will pay all benefit premiums except O.M.E.R.S. payments, as if he/she were present, and the Union will reimburse the Corporation the employee's regular rate of pay and the employee's share of the O.M.E.R.S. payments on a quarterly basis.
- 8.11 Effective September 1, 1984, it is agreed between the Parties that an employee who is a candidate in a Federal or a Provincial election shall be allowed a six week leave of absence without pay or benefits prior to the election date.
- 8.12 All such requests for Union representation and/or leave of absence on Union business shall be made in writing by the Union representative requesting such time off, on an appropriate form as agreed to between the Parties, and/or WFM whichever is in place at the time and in advance of the time requested where possible, and subject further to Article 8.09.
- 8.13 In order that the general public shall be aware of the benefits of a unionized public service, the CUPE Union label shall be displayed at the Union's cost on City vehicles and construction sites where CUPE Local 82 employees are actively working in a manner and size agreed upon between the Parties.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

For the purpose of Article 9 "working days" shall be defined as City Hall working days Monday to Friday, excluding Statutory Holidays.

9.01 - Grievance Procedure:

In order to ensure that complaints of employees shall be remedied as quickly as possible, the Parties agree that the procedure for submitting and dealing with grievances shall be as follows:

- Step 1 An employee shall bring forward a complaint pertaining to the interpretation and/or application of the collective bargaining agreement for discussion during working hours with his/her immediate supervisor, or manager, or designate, within seven (7) working days of the occurrence giving rise to the issue in question. The employee shall be accompanied by a union steward to the discussion. The purpose of the discussion is to determine if the issue can be resolved through the informal discussion between the parties. The supervisor, or manager, or designate, shall have seven (7) working days to verbally reply to the employee and the union steward.
- Step 2 If the complaint is still unsatisfied through the informal discussions in Step 1 of the grievance process then a grievance arising therefrom shall be delivered electronically,

or in writing to the appropriate Executive Director with a copy to the Executive Director of Human Resources, within seven (7) working days after the response from the supervisor, or manager, or designate as outlined in Step 1. Such grievance shall be signed, or electronically signed, by the employee or by the Union Officers in appropriate cases referred to in Article 9.01.

The Executive Director shall hear the grievance within seven (7) working days after receipt thereof and the Union shall be entitled to have three (3) Union Representatives with the grievor present at the hearing. The Executive Director shall deliver his/her decision in writing to the grievor, Executive Director of Human Resources and the Union Recording Officer within seven (7) working days after the hearing of the said grievance.

Step 3 If the Union wishes to appeal to the Executive Director of Human Resources or designate from the decision of the Executive Director, it shall deliver written notice to the Executive Director of Human Resources or designate within seven (7) working days after receipt of the said decision. The Executive Director of Human Resources or designate shall hear such grievance within seven (7) working days after receipt of the said notice, and shall deliver his/her decision in writing to the Union Recording Officer within seven (7) working days after such hearing.

Notwithstanding the foregoing, representatives of the Union, if deemed necessary by the Union, shall have the opportunity of meeting with the Manager of Employee Relations prior to meeting with the Executive Director of Human Resources, to attempt to resolve any issue at step 3.

9.02 In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select from the group in the first instance, or from the grievors in the second instance, one or two employees as representatives of all of the affected employees at any and all hearings held in connection with the grievance or grievances.

9.03 If a dispute arises, involving a policy of the Corporation or the interpretation of general application of this agreement, including the question of whether or not a matter is arbitrable, the grievance procedure shall commence at the Executive Director of Human Resources and shall proceed at Step 3 of the grievance process.

9.04 - Management Grievances:

The Corporation shall possess the right to file a grievance as contemplated by The Labour Relations Act and the procedure shall be as follows:

Step 1 The Executive Director of Human Resources or designate on behalf of the Corporation, shall lodge the grievance with the President of the Union within seven (7) working days of the occurrence giving rise to the grievance. Within seven (7) **working** days of receipt of the grievance, the President and two other elected or appointed officers of the Union, shall meet with the Executive Director of Human Resources or designate to discuss the grievance. Within seven (7) **working** days

after the said meeting, the President shall deliver to the Executive Director of Human Resources or designate, the Union's answer to the grievance.

Step 2 If the Corporation is not satisfied with the disposition of the grievance by the Union Grievance Committee, the matter may be submitted to arbitration in which event the procedure as set forth in Article 9.05 shall apply mutatis mutandis.

9.05 Arbitration Procedure:

If the Union is not satisfied with the decision of the Executive Director of Human Resources or designate, in the matter of any grievance, it may be submitted to arbitration and the procedure shall be as follows:

Step 1 The Union shall deliver a written notice to the Executive Director of Human Resources or designate within ten (10) working days after receipt of the decision of the Executive Director of Human Resources or designate of its decision to proceed to arbitration. The Corporation and the Union will then discuss and mutually designate a Chairperson for the Arbitration within thirty (30) days after receipt of the notice to arbitrate. If the parties fail to agree upon a Chairperson within the timeline, unless mutually extended, the party lodging the grievance shall within fifteen (15) days request the Ministry of Labour for Ontario in writing to appoint a Chairperson and a copy of such request shall be forwarded to the other party.

Step 2 The Arbitrator once selected shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issues raised by the grievance, and the decision of the Board shall be final and binding upon the Parties. In arriving at its decision the Board shall not change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Executive Director of Human Resources or designate, or any penalty imposed upon the grievor. The Board shall also have the power to restore any wages or as far as possible, any other rights or benefits of which the grievor may have been unjustly deprived, and shall have the power to make an award to implement any settlement which may be agreed upon by the Parties hereto.

9.06 The foregoing procedures shall be strictly adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual consent.

9.07 It is agreed that both Parties shall have the right to call such witnesses as are necessary for the purpose of giving evidence during the hearing of a grievance at any level.

ARTICLE 10 - DISCIPLINE

For the purposes of Article 10, "working days" shall be defined as City Hall working days Monday to Friday, excluding Statutory Holidays.

10.01 (a) Subject to 10.01 (b) below, the Corporation shall issue a work infraction within seven (7) working days of the Corporation becoming aware of the incident giving rise to the letter.

The work infraction letter shall be issued to the employee in the presence of a Union Steward, who shall also receive a copy of said letter.

In the event that an employee is not at work, and it is not possible to deliver the infraction letter to them personally, the letter shall be sent to the employee by registered mail or courier and shall be sent to the Union Recording Officer.

(b) In cases where the Corporation conducts or outsources an investigation related to allegations of harassment, sexual harassment, violence, or violations of the human rights code, the Corporation shall advise the Union with seven (7) working days of the occasion giving rise to such allegations of its intention to conduct or outsource the investigation. Such investigation shall be completed within six (6) calendar months of receipt of such notice. The Corporation may request the Union to grant an extension of the time within which an investigation will be completed. The Union shall not unreasonably withhold its consent in appropriate circumstances. Any work infraction letter shall be issued within seven (7) working days of the Corporation's receipt of the investigator's final report.

The work infraction letter shall be issued to the employee in the presence of a Union Steward, who shall also receive a copy of said letter.

In the event that an employee is not at work, and it is not possible to deliver the infraction letter to them personally, the letter shall be sent to the employee by registered mail or courier and shall be sent to the Union Recording Officer.

The Corporation will make reasonable efforts to conduct any such investigation in a timely manner.

10.02 The Parties agree that the Executive Director or designate has the right to suspend or discharge an employee, subject to the grievance process.

10.03 In the case of discharge or suspension, representatives of the Union and the individual if deemed necessary by the Union shall have the opportunity of meeting with the Employee Relations Department or designate to attempt to resolve the problem before going to the formal grievance procedure with the Executive Director of Human Resources, or designate.

10.04 If the Union elects to bypass the Employee Relations Department, as outlined in Article 10.03, for cases of suspension or discharge, the grievance procedure shall commence with the Executive Director of Human Resources, or designate and any grievance shall be delivered within seven (7) working days after delivery of the infraction report. At the hearing before the Executive Director of Human Resources, or designate, in cases of

discharge or suspension, the Corporation shall firstly present its arguments and evidence in support of its recommendation and the Union shall be privileged to present its arguments and evidence in reply as it considers necessary. Thereafter the grievance shall proceed in the same manner as any other grievance under Article 9. It is agreed that whenever a suspension is imposed it will not be put into effect until the grievance procedure as set out in Article 9.01 and 9.05 is exhausted, provided that Management shall have the right at any time to remove any employee from his/her job for reason of safety to himself or other and/or to prevent damage to equipment.

- 10.05 In imposing discipline on a current charge, the Corporation shall not take into account any infraction which occurred more than twenty-four (24) months prior to the date of the event giving rise to the discipline.

ARTICLE 11 - SENIORITY

11.01 In this agreement,

- (a) "Overall Seniority" shall mean the length of continuous service with the Corporation as an employee within the jurisdiction of Local 82 measured from the date from which seniority commenced in accordance with Article 4.04 herein. Employees transferring from Local 543 through the job posting procedure shall carry with them all accredited seniority from their previous occupation.
- (b) "Classification Seniority" shall mean the length of service within a department in a classification held by the employee measured from the date of the job posting through which the employee obtained the classification.

11.02 (a) Two lists shall be maintained in Parks, Recreation and Facilities showing the overall seniority as defined in Article 11.01 (a) and the other, showing classification seniority as defined in Article 11.01 (b), for each employee in that department.

(b) (i) An overall seniority list shall be maintained in the Public Works Department, including both branches, showing the overall seniority as defined in Article 11.01 (a) for the employees for that department, the seniority dates to be shown in separate columns for the Operations Branch and the Pollution Control Branch.

(ii) There shall be maintained a classification seniority list as defined in Article 11.01(b) for the Operations Branch and a separate classification seniority list, as defined in Article 11.01 (b) for the Pollution Control Branch.

(c) The overall seniority lists for Parks, Recreation and Facilities and the Public Works Department shall be independent of each other and all three classification seniority lists shall be independent of each other.

(d) The Corporation shall cause such lists to be placed on all bulletin boards of the said departments and copies sent to the Recording Officer of the Union in January and July

of each year. In addition, the Corporation shall provide a copy of these lists in an electronic format to the Recording Officer.

- 11.03 An employee transferred from a job in the Public Works Department within the jurisdiction of Local 82 to a job in the Parks, Recreation and Facilities Department within the jurisdiction of Local 82, or vice versa, through the job posting procedure, shall carry from his/her previous department, all accredited overall seniority as defined in Article 11.01 (a).
- 11.04 An employee who is assigned to a position outside the bargaining unit and has achieved seniority shall be entitled to return to his/her former position within the bargaining unit on the following basis:
- (i) if he/she is not confirmed in the new position at the expiration of the confirmation period, not to exceed 6 months in a calendar year, unless extended by mutual consent of the Parties,
 - (ii) if he/she is assigned to such new position for a specified temporary period, not to exceed 6 months in a calendar year, unless extended by mutual consent of the Parties.
 - (iii) Such employees shall not accumulate any Classification Seniority while assigned to positions outside the bargaining unit.
 - (iv) While performing in positions outside the bargaining unit such employees shall not be directly involved in the discipline or performance appraisals of bargaining unit employees.
 - (v) It is understood and agreed that an employee is eligible to work up to a total of twelve (12) months outside of the bargaining unit, within a thirty-six (36) month period.

The Employer will notify the Union of the successful candidate(s) for the non-union position(s) and will advise the Union when such employee(s) is/are called out of the bargaining unit to perform work in a non-bargaining unit position(s).

- 11.05 Classification Seniority as defined in Article 11.01 (b) shall govern the day to day operations within a department.
- 11.06 (a) Whenever it becomes necessary to reduce the working force within a department, employees shall be laid off in reverse order of classification seniority within their department and any employee so affected shall then exercise his/her seniority in the following order subject to Article 12.02 (a).
- (i) Within any classification for which he/she is classified and in which junior classified employees are working; or failing that

- (ii) within the classification of labourer, providing he/she has overall seniority; or failing that
- (iii) within any classification for which he/she is classified or as decided by Management, is qualified, and in which there are employees with less overall seniority.

In the event an employee is unable to exercise his/her seniority as above, he/she shall be laid off by the Corporation.

- (b) The Corporation agrees to give notice of layoff in accordance with the provisions of The Employment Standards Act, as may be amended from time to time; provided, however, such notice will not be less than one calendar week.
- (c) Any employee who has completed his/her probationary period and is laid off will (if there is a break in his/her employment) remain covered at the employer's expense for the benefits referred to in subparagraphs (i) to (v) inclusive of paragraph (a) of Article 20.01 herein for six months following the lay off and break in his/her employment. Thereafter, such employee may continue to participate in such benefits during the period of lay off, provided he/she pays to the Commissioner of Corporate Services and Treasurer, the full cost of such participation not later than the twenty-fifth (25th) day of the month prior to the month for which payment becomes due. If such payment is not made as aforesaid, the employee's participation shall be terminated forthwith.

11.07 Employees who have been laid off shall be recalled in reverse order of the procedure set forth in Article 11.06 (a). Any laid off employee who has completed his/her probationary period shall be recalled in order of seniority to any vacancy in the classification of Labourer or General Duties before any employee is hired for that vacancy in any department within the jurisdiction of Local 82. If the vacancy is in a classification higher than that of Labourer, he/she must hold that classification or be qualified according to the requirements of the job posting and providing that in the latter case, the appointment will be subject to a ninety (90) calendar days confirmation period.

11.08 An employee who has been on Long Term Disability benefits pursuant to Article 20 and who has been retrained, may exercise his/her seniority over a junior employee in any other classification within the jurisdiction of C.U.P.E. Local 82 for which the retrained employee is qualified as decided by Management.

ARTICLE 12 - CLASSIFICATION PROCEDURE

12.01 Every employee within the jurisdiction of the Union shall automatically obtain classification seniority as a labourer from the initial date of his/her probationary employment within his/her department. All other classification seniority within the respective departments shall be obtained by applying for job postings which the Department Head shall cause to be placed on the various bulletin boards as it becomes necessary in his/her opinion to classify additional employees.

The appropriate Department Head shall cause a Classification Seniority List of employees in his/her department to be maintained for each job title shown in Schedule "A". After qualifying in a job, each employee shall be shown on the Classification Seniority List effective from the date on which he/she applied for the job posting.

The qualification of an employee shall be determined by the appropriate Department Head, and the Corporation reserves the right to retest an employee for any classification at any time, provided that an employee shall have the right of recourse to the grievance procedure in the event of disagreement over his/her qualifications for a particular classification.

In the event an employee wishes to come out of a particular classification, he/she shall make application to his/her Department Head, which application may be granted at the sole discretion of the Department Head having regard to the exigencies of the service and the need to operate in an efficient manner. Should an employee be removed from the classification, he/she may reapply through a posting at a later date and if accepted, shall be given classification seniority as of the date of the latest posting.

There are certain positions in Schedule "A" where an employee shall be required to progress in his/her skill and ability and it shall be mandatory for the employee to apply and hold these classifications in the order indicated for the following positions:

Horticulturist IV, III, II and I
Forestry Assistant, Forestry III and II
Truck Driver "B" and Truck Driver "A"
Carpenter and Cabinet Maker (Department of Parks and Recreation)
Wastewater Treatment Operator OIT, Class I, Class II, Class III and
Chief Wastewater Treatment Operator
Wastewater Collection Operator OIT, Class I, Class II, Class III Pollution
Control Mechanic Trainee and Pollution Control Mechanic

An employee presently holding any classification within any of the groups above shall be deemed to hold all of the subordinate classifications within that group. (e.g. Horticulturist I shall be deemed to hold also the classifications of Horticulturist II, III and IV; Horticulturist II shall be deemed to hold also the classifications of Horticulturist III and IV; Horticulturist III shall be deemed to hold also the classification of Horticulturist IV; and a Horticulturist IV shall be deemed to hold only that classification within the group).

Any employee who holds or obtains the classification of Certified Refrigeration Operator shall be deemed to hold the classification of Rink Attendant 'A'. Certification seniority date for Rink Attendant 'A' shall be the same classification seniority date as Certified Refrigeration Operator.

12.02 Assignment of Work

- (a) Subject to the right of the Corporation to assign work to classified employees (regardless of seniority) for any period not exceeding three (3) days, an employee possessing seniority in more than one classification shall be assigned to the highest paid job for which he/she is classified, provided however, when a junior classified employee is assigned to a higher

classification, the senior classified employee working at the time of the assignment to the lower classification, shall also be paid the higher rate for the hours worked by the junior employee.

- (b) An employee possessing classification seniority in more than one job (within one grade) shall be assigned work at any of these jobs as directed.
- (c) If an employee does not have sufficient seniority to maintain his/her position in any classification, he/she shall, subject to the applicable provisions of Article 12.02 (a) be assigned in accordance with his/her classification seniority in the next highest paid grade in which he/she holds such seniority.
- (d) The right of the Corporation to assign work to a qualified employee, regardless of seniority, for a period of 3 days (as provided in Clauses (a) and (c) thereof) shall not be abused or exercised arbitrarily.
- (e) From April 1st to April 15th each year each employee in the Operations Branch of the Public Works Department shall exercise yard choice, provided however, Management at any time will make the decision on the total complement of employees who shall work from any yard. Except from April 1st to April 15th, employees designated to work in a given yard will not be allowed to exercise their seniority in another yard.
- (f) Those employees in the Pollution Control Branch who previously worked in the Operations Branch may exercise their seniority rights on a Department wide basis from April 1st to April 15th provided however, that replacements must be available before they are transferred to other work. Once this select number of employees have exercised their seniority rights to move out of Pollution Control Branch, they will not be able to bump back again, provided however, this will not affect the right of these employees to apply for a posting to fill a vacancy in the Branch.
- (g) Notwithstanding the provisions of Article 12.02 (a) and (c) an employee holding more than one classification may apply in writing to work in one of his/her lower-rated classifications. A copy of such written application shall be forwarded by the Corporation to the Recording Officer of the Union. If a job is available, the employee may at the discretion of his/her department head, be assigned to work at such job at the established rate for that job without removing his/her name from the higher classification. In exercising such right, the provisions of Article 24.02 and 24.03 shall not apply.

Any such transfer shall be subsequently cancelled

- (i) if management feels the efficient operation of the department is adversely affected or
- (ii) if the employee successfully applies for a job posting to another classification in which there is an immediate vacancy; or

- (iii) if the department head approves a written request of the employee to come out of the lower classification.
- (iv) Any such transfer shall not be subsequently cancelled if moving into a temporary position for Winter Control.

An employee coming out of a lower classification through the job posting procedure or through an approved written request cannot exercise such right a second time within twelve (12) months from the date of transfer.

- (h) Each Rink Attendant "A" employee in the Recreation Department shall exercise classification seniority-based rink choice and line selection once on an annual basis.
- (i) On an annual basis, employees working in the Horticulturist I classification, will be allowed to select their shift preference in order of seniority, from the shifts identified within Schedule B.
- (j) Chief Operator shift coverage on a day to day basis, when a shift vacancy occurs, the spare shift Chief Operator for the week will be asked to work. If the spare Chief Operator is available, they will be paid at straight time for the shift provided 24 hour notice is given, on their scheduled spare days.
- (k) Where a full-time vacancy arises in the Facilities Technician Classification the following process shall apply:
 - (a) Management shall offer the Regular Full-Time vacancy to the most senior employee that holds the Facilities Technician Classification.
 - (b) If the employee accepts the vacancy, they shall move into said vacancy.
 - (c) If the employee does not accept the vacancy, the vacancy shall then be offered to the next most senior employee who holds the classification, and so on until the vacancy is filled.
 - (d) If the vacancy remains unfilled after the completion of the process outlined herein, the vacancy shall be posted in accordance with Article 13.

ARTICLE 13 - PROMOTIONS, TRANSFERS AND APPOINTMENTS

Job Posting and Appointment Procedure

13.01 (a) Every job allocation and transfers from one job to another shall be made on the basis of the Classification Seniority Lists, as described in Article 11.02 (a), maintained by the Department of Public Works and the Department of Parks, Recreation and Facilities respectively, except as noted when selecting Pollution Control Chief Wastewater Treatment Operators in Schedule "B" (d) Certification Procedure.

- (b) When in the opinion of the Department Head it is necessary to seek and qualify additional employees for any particular job classification, a job posting shall be placed

simultaneously on appropriate bulletin boards internally and externally for five (5) full working days (defined as City Hall working days Monday to Friday, excluding Statutory Holidays) in the above departments, giving full particulars of the position, including the intended number of individuals being classified, which number shall not be binding on the Corporation. The following will be the order of eligibility for considering applicants:

- (1) Members of Local 82 within the department concerned.
- (2) Members of Local 82 in other departments.
- (3) Probationary employees within the department concerned.
- (4) Probationary employees within the other departments.
- (5) **All other employees under the jurisdiction of Local 82, save and except students as per Article 4.07 (a).**
- (6) If procedures in (1) to (5) inclusive above fail to produce sufficient applicants, the job posting will be displayed within the jurisdiction of Local 543 by the Director of Human Resources or designate.

If there is no person qualified within Local 82 or Local 543 as aforesaid, the Corporation may then appoint any person having the required skill, knowledge and efficiency; provided that, if the position is not filled within ninety (90) days after expiry of the said posting period **or an extension for up to one-hundred and eighty (180) days upon mutual agreement between the Corporation and the Union**, the Corporation shall not fill the position thereafter without posting the position again in the same manner as aforesaid. During the posting period the Corporation shall have the right to assign work to the most junior qualified employee. No jobs shall be filled through the job posting procedure in any classification while employees in such classification are laid off from the classification.

- (c) Where a new classification is established, the qualifications shall be the subject of discussion between the Corporation and the Union. The Corporation reserves the right to make the final determination for all positions within the Corporation and the appropriate rate of pay shall be established and reviewed through the Joint Job Evaluation (JJE) process.
- (d) Existing classifications shall not be eliminated from Schedule A or changed without prior discussion with the Union.
- (e) Within three days of returning to work from vacation an employee will be permitted to apply for Local 82 job postings which were posted and closed during their vacation period. Such application will be accepted up to three (3) weeks from the date of the job posting.

Probation and Confirmation

13.02 Every employee who is initially accepted for a position as the result of a job posting for another position within the jurisdiction of Local 82 or Local 543, shall be subject to a confirmation period of no more than 90 days. Where it is not possible for the Corporation to evaluate the employee within 90 days, the confirmation period may be extended by mutual consent of the parties.

It is understood that the Corporation in its discretion shall have the right to reduce the confirmation period for any employee who has successfully completed the probationary period referred to in Article 4 hereof. The Corporation shall either confirm an employee in his/her new position at the end of his/her confirmation period or return him to his/her former position without loss of seniority or the employee may at any time prior to his/her confirmation elect to return to his/her former position without loss of seniority.

All new hires to the Corporation shall be subject to a medical examination and a report shall be provided to the Corporation, which is satisfactory to the Corporation, as to the physical fitness of the applicant. All necessary medical examinations, including x-rays, shall be arranged by the Corporation at its expense.

The Union Recording Officer shall be notified by the Director of Human Resources or designate within forty-eight (48) hours of every appointment, resignation, dismissal or lay-off to or from any position within the Bargaining Unit.

The senior selected applicant for a job posting will be given the first opportunity to serve the confirmation period. Each remaining selected applicant will in succession be given an opportunity to complete the confirmation period.

Where an employee is accepted for training for classification purposes only the employee shall hold the rate of his/her normal classification for the accepted period of training as may be determined by Management, it being recognized that the training periods may vary in different classifications.

Where an employee is accepted for training for a vacant position, the employee shall receive the rate of pay for the classification they are training in for the accepted period of training as may be determined by Management, it is being recognized that the training periods may vary in different classifications.

Where it is not possible to work the employee continuously to enable the Corporation to complete the employee's training program within 90 days, the training period may be extended by mutual consent of the parties. Classification seniority will be effective from the date of the posting.

When an employee is being trained in a classification, the senior classified employee who is not working in the classification and is working in a lower rated job, shall receive the higher rate of pay during the period of training.

The Corporation agrees to notify in writing all unsuccessful applicants for a position at least forty-eight (48) hours before such position is occupied and in any event within six (6) weeks after the expiry of the posting period. Such notice shall indicate the reason why the unsuccessful applicants were not selected to fill the position.

Certain positions within Schedule "A" require the mandatory driving qualifications, shown therein. Notwithstanding anything herein contained, an employee who is required to operate a motor vehicle as a necessary and incidental part of his/her work, shall do so.

New appointments to the Pollution Control Operating Staff will be required to obtain OIT status within 30 days, and to pass a "requisite exam" prior to confirmation in the position of Operator. Any period in excess of 90 days shall not be considered as the period of training for the purposes of Article 13.02.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 All employees within the scope of this agreement shall be paid at the regular rate of pay for each of the following legal holidays:

- | | |
|----------------|---|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | National Day for Truth and Reconciliation |

and the Birthday (or day fixed by Proclamation for the celebration of the Birthday) of the reigning Monarch, and any other day legislated or declared by a competent authority to be a holiday.

Whenever any of the above holidays falls on a Sunday, the day next following shall be in lieu thereof a holiday, and the provisions of this section shall apply thereto.

14.01(a) Effective January 1, 2017 when a holiday as defined in Article 14.01 falls on an employee's scheduled day-off, the employee shall at the employer's option be given a day in lieu of the holiday on the employees next scheduled working day, unless otherwise agreed to, or the employee's first working day following shall be paid at time and one-half in addition to the holiday pay. The scheduled day-off shall remain without pay.

14.02 All employees shall be entitled to a day off with pay on the last regular working day preceding Christmas Day or New Year's Day. Such day off shall be allotted by the department head according to seniority except as may be otherwise required to ensure the efficient operation of the department.

- 14.03 Where for any cause, an employee within the scope of this agreement is required to work for any period of time during the aforesaid holidays, such employee shall be paid one and one-half times the prevailing rate, in addition to the normal holiday pay as provided under Articles 14.01 and 14.02.
- 14.04 An employee shall not be paid for any of the above legal holidays if he/she is absent without good cause on the scheduled working day immediately preceding or succeeding any such holiday.
- 14.05 (a) Where an employee is laid off, is absent without pay, or is on Long Term Disability benefits pursuant to Article 20 and the employee has not earned wages on at least 12 days during the four weeks immediately preceding any of the holidays as set forth in Article 14.01 herein, he/she shall not be entitled to pay for any holiday occurring during such absence.
- (b) Those employees who are scheduled to work a four (4) day work week and are laid off, are absent without pay, or are on Long Term Disability benefits pursuant to Article 20 and the employee has not earned wages on at least ten (10) days during the four weeks immediately preceding any of the holidays as set forth in Article 14.01 herein, such employee shall not be entitled to pay for any holiday occurring during such absence.
- 14.06 Where a shift commences on one calendar day and finishes on a subsequent calendar day, it shall be considered that all hours worked fell on the day where the greatest number of hours occur for the purpose of calculating holiday pay. If the hours are equal, it will be deemed that the greatest number of hours fell on the holiday.

ARTICLE 15 - VACATIONS

- 15.01 Subject to what is contained in Articles 15.08, 15.11 and 15.12 herein, all employees shall be entitled to an annual vacation with pay upon the following basis:

In the first calendar year of employment having accumulated less than six months of employment	4% of accumulated earnings
having accumulated more than six months of employment	At the employee's option and if time permits, one week consisting of five (5) working days; provided, however, his/her vacation pay for the year shall be not less than 4% of his/her accumulated earnings. If time does not permit or the employee does not exercise his/her option, he/she shall receive 4% of his/her accumulated earnings for the year.
In the second calendar year of employment	Two (2) weeks consisting of ten (10) working days

In the third through the sixth calendar year of employment	Three (3) weeks consisting of fifteen (15) working days
In the seventh calendar year of employment	Three (3) weeks and two (2) days consisting of seventeen (17) working days
In the eighth calendar year of employment	Three (3) weeks and three (3) days consisting of eighteen (18) working days
In the ninth calendar year of employment	Three (3) weeks and four (4) days consisting of nineteen (19) working days
In the tenth through the seventeenth calendar year of employment	Four (4) weeks consisting of twenty (20) working days
Effective January 1, 2007, in the sixteenth (16 th) and seventeenth (17 th) year of employment	Four (4) weeks and one (1) day
In the eighteenth through the twenty-fourth calendar year of employment	Five (5) weeks consisting of twenty-five (25) working days
In the twenty-fifth calendar year of employment	Five (5) weeks and one (1) day consisting of twenty-six (26) working days
Effective January 1, 2004 In the twenty-fifth calendar year of employment	Five (5) weeks and two (2) days consisting of twenty-seven (27) working days
In the twenty-sixth and all subsequent years of employment	Six (6) weeks consisting of thirty (30) working days

In no event shall the vacation pay received by an employee in any calendar year be less than that provided by The Employment Standards Act, as amended from time to time.

15.02 All vacation times are subject to the approval of the Department Head and the exigencies of the service.

15.03 In Parks, Recreation and Facilities, selection of vacation times shall be made on the basis of Corporation seniority. Subject to Article 15.06 herein, in the Public Works Department, selection of vacation times shall be made within the sub-division of each division on the basis of Corporation seniority.

Selection of vacation times in each department shall be made and, upon the approval of the Department Head, posted upon the appropriate bulletin boards no later than March 1st of each year. Once posted, the vacation schedule shall not be changed unless mutually agreed upon in writing by the Department Head and the employee; and, in the event mutual agreement is not reached, the matter will be referred to the Chief Administrative Officer whose decision shall be final and binding.

Any unbooked time, in excess of the allotted carry over, shall be scheduled by Management as of October 1st. Employees shall receive a final reminder of their requirement to schedule vacation by September 15th, through the workforce management system.

- 15.04 Notwithstanding anything herein contained, and subject to Articles 15.07 (a) and (b) all vacation times shall be subject to the approval of the Department Head so far as may be required to ensure the efficient operation of the Department. Each employee shall be permitted to select not more than three (3) weeks of vacation per preferential selection. Each employee shall select (a) vacation period(s) with the most senior employee of the department having the first preferential selection and the most junior employee of the department the last. The second and subsequent preferential selections will then be made on the same basis and so on until all vacation entitlements and preferences are exhausted.

In Parks, Recreation and Facilities, only 12 employees shall be entitled to be on vacation at the same time in any one week.

- 15.05 Where a statutory holiday, as defined herein, occurs during an employee's vacation period, such employee by mutual consent may elect to receive his/her normal pay for the day in question or select another mutually acceptable day for vacation purposes in lieu thereof.
- 15.06 All vacations shall be taken during the calendar year in which they are earned except if:
- (a) the employee requests and is granted permission by the Chief Administrative Officer to carry forward any or all of his/her vacation entitlement to the next calendar year, or
 - (b) If a postponement is at the request of Management, in which case the unused portion of the employee's vacation entitlement shall be carried forward to the next calendar year.

The Union shall be notified in either case. It is agreed that the selection of vacation entitlements carried forward under (a) or (b) shall be made in accordance with the provisions of Article 15.04 herein.

- 15.07 When an employee leaves the service he/she will be granted the following vacation pay less the pay for any vacation taken during the calendar year in which the employee leaves the service:
- (a) for reasons of death or disability - full vacation pay;
 - (b) other - if the employee leaves the service in the first three (3) months of the calendar year,

the employee shall receive twenty-five (25%) percent of employee's normal vacation for the calendar year;

- if the employee leaves in the second three (3) months of the calendar year, the employee shall receive fifty (50%) percent of the employee's normal vacation for the calendar year;

- if the employee leaves in the third three (3) months of the calendar year, the employee shall receive seventy-five (75%) percent of the employee's normal vacation for the calendar year;

- if the employee leaves in the fourth three (3) months of the calendar year, the employee shall receive one hundred (100%) percent of the employee's normal vacation for the calendar year.

Overpayment of vacation pay under this sub-clause shall be recoverable from an employee,

- (i) By deduction from wages due on leaving the service,
- (ii) By deduction from sick-leave gratuities due on leaving the service,
- (iii) If the deduction made under (i) and (ii) will not suffice to effect full recovery, by payment by the employee to the Corporation as a debt due, the amount of such deficiency or the balance thereof.

15.08 It is agreed that upon the death of an employee, the Corporation shall pay the value of any unused vacation entitlement, according to this agreement, to the legal representative of such employee pursuant to the laws of Ontario.

15.09 (1) The vacation of an employee who, on his/her last scheduled working day prior to the commencement of his/her scheduled vacation is absent because of illness (substantiated under the requirements of By-law 980) or an injury (compensable or non-compensable) which results in an absence from work of less than 6 months and such absence extends into the employee's scheduled vacation time, and

- (2) The vacation of any employee who during the said vacation
 - (a) is admitted to hospital as a bed-patient, or
 - (b) suffers a recurrence of a previously approved compensable injury

shall be deemed to be postponed, unless the employee affected under sub-clause (1) hereof prior to the first day of his/her scheduled vacation, notifies his/her Department Head to the contrary. Such postponed vacation shall, if time permits, be taken prior to the end of the calendar year in which the postponement occurs and in accordance with Articles 15.02, 15.03 and 15.04 as contained herein.

If time does not permit the unused vacation shall be deemed to be lost but the employee shall receive the vacation pay to which he/she is entitled under the provisions of Article 15.01 herein less any portion thereof which he/she has already received.

Absences as defined in 15.09 (1) and 15.09 (2) above shall be charged to the employee's accumulated sick-leave credits or Workers' Compensation as the case may be, subject to proof of claim.

In the event of an employee receiving pay for a period of absence as defined in 15.09 (1) and 15.09 (2) above, and there is an insufficiency of sick-leave credits to cover the period of absence or should his/her sick-leave application or Workers' Compensation claim be rejected the employee may

- (a) reimburse the Corporation as a debt due, the amount of such overpayment, or
- (b) in the case of a rejected WSIB claim authorize the transfer of sufficient sick-leave credits to cover the amount of such overpayment, or
- (c) authorize the transfer of sufficient vacation entitlement to cover the amount of such overpayment. If the employee exercises this option, he/she will forfeit the vacation time.

15.10 Where an employee is granted a leave of absence or is on Long Term Disability benefits pursuant to Article 20 for any period of one (1) month or more, such employee's next vacation entitlement will be reduced on the basis of one-twelfth (1/12th) for each month's absence calculated to the nearest half-day. Employees on L.T.D. Partial Work Day are exempted from this clause.

15.11 Where an employee is absent from work for more than 131 working days in any calendar year as a result of a compensable injury or injuries his/her vacation entitlement for the aforesaid calendar year as defined under Article 15.01 herein shall be reduced by one-twelfth (1/12th) for each period of twenty-one (21) working days absence in excess of the said 131 working days as a result of a compensable injury or injuries. Any absence for part of a working day will be considered a full working day's absence. In the event an employee has used his/her full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference thereof shall be deducted from the employee's next vacation which shall be not less than provided by The Employment Standards Act.

15.12 In the event of an emergency situation, an employee may be allowed by his/her **supervisor** to use one day of his/her unused vacation allowance **or banked overtime** for a maximum of five (5) days in the calendar year.

15.13 Employees who are not subject to Article 26 and who have a reasonable possibility of being laid off before the end of the calendar year may receive their vacation pay on the first pay day in July by separate cheque. The Union must supply a list of requesting employees to the respective Department Head one month prior to the first pay day in July. Any overpayment of vacation shall be deducted from the employee's pay cheque as a debt due.

ARTICLE 16 - WORKING CONDITIONS

16.01 Except as hereinafter provided in Schedule "B" hereto, the normal work week shall consist of five (5) days per week, Monday through Friday inclusive.

16.02 The normal work day shall consist of eight (8) hour shifts. Unless on a compressed work week, which shall consist of ten (10) hours or twelve (12) hours shifts.

16.03 The normal working hours shall consist of, unless otherwise noted in Schedule B:

- (i) 8 hour shifts 7:00 am to 3:00 pm
- (ii) 10 hour shifts 6:30 am to 4:30 pm
- (iii) 12 hour shifts 6:30 am to 6:30 pm

16.04 Days off shall be consecutive, unless otherwise noted in Schedule B.

16.05 The normal working hours of any employee may be varied at any time by mutual agreement between the Corporation and the Union Executive.

16.06 Breaks and lunch periods shall be as follows and constitute part of the work day:

- (i) For eight-hour (8) days, a lunch period of one-half (1/2) hour shall commence at the end of the fourth hour after the start of the work day, except that by mutual agreement between the Corporation and the Union Executive the starting time of the lunch period may be altered. One twenty (20) minute work break shall be allowed before, or after, the lunch break, at a time allowed by the Supervisor, and not to be taken at the end of the scheduled shift.
- (ii) For ten (10) hours days, a lunch period of one-half (1/2) hour shall commence prior to the fifth hour in the workday. One additional half-hour (1/2) work break shall be allowed after the lunch break at a time allowed by the Supervisor, and not to be taken at the end of the scheduled shift.
- (iii) For twelve-hour (12) days, a lunch period of one-half (1/2) hour shall commence at the end of the fourth hours after the start of the workday, except that by mutual agreement between the Corporation and the Union Executive the starting times of the lunch period may be altered. Two (2) twenty (20) minute work breaks shall be allowed after the lunch period, at times allowed by the Supervisor, and not to be taken at the end of the scheduled shift.

16.07 An employee's scheduled working hours shall be posted and the employee shall be notified in writing at least twenty-four (24) hours in advance of any change in hours. Where an employee is required to work without being given proper notice, he/she shall be paid the applicable overtime rates for all hours worked.

16.08 (i) During inclement and cold weather, all employees travelling from the jobs to the yards, and vice versa, shall be transported under cover from the elements.

(ii) In the event the Mayor, the Chief Administrative Officer, or his/her designate declares any Corporate offices or facilities to be closed, thus declaring that employees should not come to work, due to Severe Inclement Weather, employees shall be afforded the following options for the lost time:

- To charge it against their vacation entitlement
- To charge it against their accumulated overtime
- Deduct it from their salary or wage via Leave of Absence Without Pay, or
- Make up the time at a later date, but not later than the end of the next pay period.

16.09 (i) Any employee who will be absent from work due to illness or injury, where possible shall report, or cause to be reported, not later than one (1) hour before his/her scheduled starting time, such anticipated absence. Employees shall identify the length of the absence and if the duration of the absence is unknown the employee shall report in daily, not later than one (1) hour before his/her scheduled start time, provided however, if an employee identifies a length of absence longer than what actually occurs the employee shall return to work at an earlier date.

(ii) Any employee who is absent from work due to illness or injury shall produce a certificate from a qualified medical practitioner in the prescribed form as frequently as is required, as well as a certificate (if required) indicating his/her physical ability to return to work before resuming work after an illness.

16.10 The Corporation will provide lunch room facilities at its main base yards and also lunch rooms in the general areas. All employees will be given the opportunity of availing themselves at these facilities; Employees will make use of the lunch room facility closest to the location where they are working.

16.11 It is agreed that the Arena Division of Parks, Recreation and Facilities will operate with a 5 employee schedule for each arena comprised of four employees on duty in the arena with the fifth employee scheduled as being on X-days or spare shift. While on X-days, the spare attendant will be assigned to the Parks Division in a classification which he/she holds regardless of seniority or failing that, to a position as a Labourer regardless of seniority, and will be paid the rate of pay of a Rink Attendant.

16.12 An employee may, at the sole discretion of the Department Head or designate, use accrued vacation days or accumulated lieu time as sick days if the employee has exhausted his/her sick days due to long term illness or illnesses.

16.13 In the event of a change of shift, there shall be a minimum of at least eight (8) hours break between shifts. Where there is less than eight (8) hours break between shifts, all hours worked in the second shift not at least eight (8) hours from the scheduled finish of the first shift shall be at a premium rate of time and one-half.

16.14 The Corporation shall ensure progressive classification specific training is given to skilled trades in accordance with current technology when actively working in that classification.

16.15 Facilities Technicians working at Huron Lodge shall also be required to abide by Huron Lodge vaccination requirements and any established protocols related to Tuberculosis (TB). Failure to abide by these requirements shall result in immediate relocation of the Facilities Technician from Huron lodge to another worksite, and the subsequent vacancy

shall be offered to the next most senior employee holding the classification, and so on until the vacancy is filled or posted in accordance with Article 13 of the Collective Agreement.

ARTICLE 17 - OVERTIME

17.01 Except as hereinafter stated, all employees shall be paid overtime rates as follows:

- (a) one and one-half (1-1/2) times the regular hourly rate for all hours worked on an employee's first scheduled day off and all overtime worked on any regularly scheduled work day.
- (b) two (2) times the regular hourly rate for all hours worked on the second scheduled day off, which shall be considered the only double time day of the week.

17.02 For the purposes of this agreement "overtime" shall mean as follows:

- (i) All hours worked prior to an employee's scheduled starting time, provided however, that he/she works his/her normal shift thereafter, or is excused earlier for cause.
- (ii) All hours worked in excess of his/her regular hours in any calendar day.
- (iii) All hours worked in excess of a normal work week.

17.03 The following procedures for the banking of overtime hours for time off in lieu of overtime pay as follows:

- (a) An employee may bank overtime to a maximum of 120 straight time hours once annually, exclusive of any carry-over as defined in subparagraph (e) (ii) below.

(i) Chief Operators shall be allowed to bank an additional forty (40) hours for the sole purpose of pay smoothing.

- (b) The banking of hours in lieu of overtime pay shall be at the option of the employee.
- (c) Employees shall be credited with banked time at the premium rates as specified in the contract. (e.g. time and one-half: - one hour overtime work will be banked to the employee's credit as one and one-half hours; double time - one hour's overtime worked shall be banked to the employee's credit as two hours).
- (d) An employee may use overtime hours banked for limited leave of absence with pay subject to the approval of the department head so far as may be allowed to ensure the efficient operation of the department concerned.
- (e) (i) All hours banked to the credit of an employee shall, if unused, be paid out to said employee at his/her then current rate of pay on the first pay day after December 1st each year.
 - (ii) Notwithstanding the foregoing, if any employee wishes to carry over a maximum up to eighty (80) hours banked time from one year to the next he/she must make his/her

election to do so by November 1st. It is further agreed that the time carried forward must be used as time off work in the year to which it is transferred and shall not be subject to pay in lieu of or any further transfer. **Effective November 1, 2027, an employee may carry over a maximum of forty (40) hours banked overtime into the following year.**

- (iii) Under no circumstances shall an employee be allowed to use in excess of 120 hours of banked time, exclusive of time carried forward from the previous year, in any one calendar year.
- (iv) If any employee has not taken time off by November 1st in the year to which it is transferred, the employee shall take the time off as directed by and at the discretion of his/her department head.

17.04 (a) In the case of call-out emergencies, employees shall be paid at the rate applicable for the period worked or for three (3) hours, whichever is the greater, except that the three hour minimum shall not apply when the call-out time worked immediately precedes or follows the scheduled working hours.

- (b) Persons being tested or instructed on times other than the normal shift, shall receive the provisions of the call out Article 17.04 (a).

17.05 (1) Distribution of Overtime

- (a) (i) All overtime shall be voluntary and, notwithstanding Article 17.08, shall be distributed on a rotational basis, starting with the senior employee working in the classification at the time, and continuing through the classification seniority list of the other employees working in the classification at the time. Thereafter overtime shall be offered to the employee working in the classification at the time who has the least amount of overall overtime hours. Working in the classification at that time shall be defined as having worked a minimum of one full shift in the classification within seven (7) calendar days prior to the scheduled overtime.
- (ii) Notwithstanding the above, overtime shall be mandatory for purposes of legislated training as scheduled by Management for employees at Pollution Control.
- (iii) Notwithstanding the above, if Management cannot schedule legislated training for regular full-time employees during the employee's regular scheduled working hours, then overtime shall be mandatory for purposes of legislated training as scheduled by Management and shall be paid at the applicable overtime rate for all hours of training.
- (b) On failure to obtain the required number of employees from those currently working in the classification, the Corporation shall then distribute the overtime on a rotational basis among classified employees not currently working in the classification starting with the senior employee and continuing through the

classification seniority list. Thereafter overtime shall be offered to the classified employee not currently working in the classification who has the least amount of overall overtime hours.

- (c) Sub-paragraphs (a) and (b) shall apply only to scheduled overtime. On daily operations when it becomes necessary to work overtime, it shall be offered firstly to those employees working on the job where the overtime is required.
- (d) An employee who is absent due to Sick Leave or Compensation shall be deemed not to be available for overtime until he/she returns to work
 - (1) on that same day of their absence, or
 - (2) for their next regularly scheduled work day after an absence due to Sick Leave or Compensation
- (e) Notwithstanding the foregoing, overtime in the Arenas Division of Parks, Recreation and Facilities shall be distributed as follows:
 1. Overtime will be offered to the other full-time employees working that day at the same facility. If there is more than one full-time person working the same day at the same facility, the Overtime will be offered to the Senior full-time employee with the least amount of accumulated Overtime.
 2. If the full-time employees working the same day have refused the Overtime shift, the supervisor will then call the Senior full-time employee with the least amount of accumulated overtime at that facility. If the overtime is refused the supervisor will then offer the Overtime to the next Senior full-time employee who has the least amount of accumulated Overtime and continue through the list until the shift is covered.
 3. Upon failure to obtain the necessary personnel using paragraph 2 above, employees working at any other Arena shall be asked next.
 4. Upon failure to obtain the necessary personnel using paragraph 3 above, the employee with the least amount of overtime in the department who is classified and who is not working in the classification shall be asked next until the list of all such employees is exhausted. Where the overtime hours are equal, classification seniority shall govern.
 5. Upon failure to obtain the necessary personnel using paragraph 4 above, the employee with the least amount of overtime in the department who is qualified shall be asked next until the list of all such employees is exhausted.
- (f) (i) Notwithstanding the foregoing, should overtime be required for an Electrician, Plumber, Carpenter, Equipment Repairer - Pool Operator or Stone Mason in

Parks, Recreation and Facilities, it shall be offered to only those employees who hold the classification for which the overtime is required.

- (ii) In the event that there is more than one (1) employee classified, the employee with the least amount of overall overtime who is qualified shall be asked next until the list of all such employees is exhausted.

(2) Keeping of Records

- (a) All overtime records shall be maintained by Management as current as possible in classification and overall seniority listings and will be available to any employee.
- (b) Employees will be charged only for hours worked, or refused (refusal being defined as a responded "no"), or failing to report for work after having accepted an overtime assignment, or having been paid overtime pay as a result of a Management error.
- (c) When an employee transfers from one Department to another or transfers into or out of the bargaining unit or is a new employee to the Corporation within a Department and has fewer overtime hours than the employee with the least amount of hours in the classification transferred or hired to, he/she shall be given the average of the overtime hours of the employees in the classification. The average given would be non-transferrable in the event of a subsequent transfer.
- (d) When an employee transfers from one Department to another or transfers into or out of the bargaining unit and has more overtime hours than the employee with the least amount of hours in the classification transferred to, he/she shall be slotted in the new classification at the appropriate level of his/her overtime hours.
- (e) Overtime shall not be charged against employees on jury duty, Union business, bereavement leave as defined in Article 19.02 herein, or sick leave, or against any employee not working in the classification who refuses.
- (f) An employee missed by error for overtime work will be given other overtime work within two weeks of the complaint to make up for the lost overtime or will be paid the applicable premium rates for the hours missed within two pay periods of the occurrence.
- (g) Overtime accumulated in a temporary supervisory position shall be added to any overtime hours calculated as contemplated in 17.05(2)(c) and 17.05(2)(d).

(3) Winter Control

- (a) Winter Control overtime, both paid and banked, for snow removal crews shall be separate from all other overtime, and shall not be charged against an employee on the classification or overall seniority listings.
- (b) In the Public Works Department, the following procedure shall apply:

- i. Employees who are on the scheduled standby crew (regular and spares) for the week shall be called in order of lowest Winter Control overtime as per the list in Article 17.05 (3)(a) regardless of whether they are on vacation or lieu time.
 - ii. Should an employee not reply (within 5 minutes) and/or not attend work they shall be charged the overtime hours as if they had worked those hours and shall forfeit their standby pay for that week only.
 - iii. Should an employee not reply (within 5 minutes) and/or not attend work a second time during the Winter Control Season, they shall be removed from their standby crew for the remainder of the current Winter Control season. (This shall not disqualify an employee from applying for subsequent Winter Control season crews.)
 - iv. Should the Corporation require additional employees for Winter Control in addition to or in place of those employees who are on scheduled standby for that week, they shall be called in order of lowest Winter Control overtime as per the list in Article 17.05(3) (a) from a combined list of the other crews (regular and spares) not on Standby for that week.
 - v. **Employees shall not be eligible for overtime if they are on sick leave.**
- (c) In the Parks Department, the following procedure shall apply:
- i. Employees who are on the scheduled standby crew for the week shall be called in order of lowest Winter Control overtime as per the list in Article 17.05 (3) (a) regardless of whether they are on vacation or lieu time.
 - ii. Should an employee not reply (within 5 minutes) and/or not attend work they shall be charged the overtime hours as if they had worked those hours and shall forfeit their standby pay for that week only.
 - iii. Should an employee not reply (within 5 minutes) and/or not attend work a second time during the Winter Control Season, they shall be removed from their standby crew for the remainder of the current Winter Control season.
 - iv. Should the Corporation require additional employees for Winter Control in addition to or in place of those employees who are on scheduled standby for that week, they shall be called in order of lowest Winter Control overtime as per the list in Article 17.05(3) (a), regardless of whether they are on vacation or lieu time, in the following order:
 - 1. The previous week's standby crew;
 - 2. The following week's standby crew;
 - 3. Spares or other Classified "A" truck drivers, deemed qualified.
 - v. Employees shall not be eligible for overtime if they are on sick leave.

- (d) In the event either department encounters a shortage of available qualified winter control operators, they may call in qualified winter control operators from the other department.

17.06 In the event that an employee is required to work two (2) hours or more immediately prior to their starting time or two (2) hours or more immediately following their normal ending time, exclusive of call backs, he/she will be paid a meal allowance of sixteen dollars (\$16.00).

17.07 The provision of payment of sick leave credits shall not extend to overtime work.

17.08

1. The Chief Wastewater Treatment Operator shift coverage on a day to day basis, when a shift vacancy occurs, the spare shift Chief Wastewater Treatment Operator for the week will be asked to work. If the spare Chief Wastewater Treatment Operator is available, they will be paid at straight time for the shift provided 24 hour notice is given, on their scheduled spare days. If the spare Chief Wastewater Treatment Operator is not available, another Chief Wastewater Treatment Operator working in the classification (at same plant) for the week will be called in according to an overtime call out list. Failing to find a replacement, the Chief Wastewater Treatment Operator on duty will split the vacant shift overtime coverage equally with the next Chief Wastewater Treatment Operator scheduled to come in. Failing the latter, a Wastewater Operator holding the classification of Chief Wastewater Treatment Operator (at same plant) will be called based on the current Seniority Classification List. Working in the Chief Wastewater Treatment Operator classification at that time shall be defined as having been regularly scheduled in the 5 person schedule rotation for a minimum of 4 weeks prior.
2. Overtime rates will be paid as in accordance with the Collective Agreement. The last scheduled day off in any particular work week in the 12-hour schedule will now be considered as the second scheduled day off for the purposes of paying double time.
3. All Leaves of Absences, including, but not limited to vacation and sick leave shall be recorded on the basis of 1.5 days per day taken.
4. The day shift will commence at 0700 hrs and end at 1900 hrs.
5. The night shift will commence at 1900 hrs and end at 0700 hrs on the following day. Shift premiums will be paid as per Article 18 of the Collective Agreement.

ARTICLE 18 – PREMIUMS - SHIFT PREMIUMS, ORO

18.01 (a) **Effective April 5, 2025**, all employees on regular shifts in which the greatest number of hours worked occurs between **3:00 p.m. and 11:00 p.m.** shall be paid a premium of **ninety cents (\$0.90)** for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under

Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have been posted to a permanent shift premium job.

Effective January 1, **2026** , all employees on regular shifts in which the greatest number of hours worked occurs between **3:00 pm and 11:00 p.m.** , shall be paid a premium of **one dollar (\$1.00)** for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have posted to a permanent shift premium job.

Effective January 1, **2027** , all employees on regular shifts in which the greatest number of hours worked occurs between **3:00 pm and 11:00 p.m.** , shall be paid a premium of **one dollar and five cents (\$1.05)** for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have posted to a permanent shift premium job.

Effective January 1, **2028** , all employees on regular shifts in which the greatest number of hours worked occurs between **3:00 pm and 11:00 p.m.** , shall be paid a premium of **one dollar and ten cents (\$1.10)** for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have posted to a permanent shift premium job.

(b) Effective April 5, 2025, all employees on regular shifts in which the greatest number of hours worked occurs between 11:00 p.m. and 7:00 a.m. shall be paid a premium of one dollar and thirty five cents (\$1.35) for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have been posted to a permanent shift premium job.

Effective January 1, 2026, all employees on regular shifts in which the greatest number of hours worked occurs between 11:00 p.m. and 7:00 a.m. shall be paid a premium of one dollar and forty cents (\$1.40) for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have been posted to a permanent shift premium job.

Effective January 1, 2027, all employees on regular shifts in which the greatest number of hours worked occurs between 11:00 p.m. and 7:00 a.m. shall be paid a premium of one dollar and forty five cents (\$1.45) for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to

vacations, statutory holidays or sick leave, except for those employees who have been posted to a permanent shift premium job.

Effective January 1, 2028 all employees on regular shifts in which the greatest number of hours worked occurs between 11:00 p.m. and 7:00 a.m. shall be paid a premium of one dollar and fifty cents (\$1.50) for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have been posted to a permanent shift premium job.

- 18.02 **A shift premium for employees who have regular hours of work that includes Saturday and Sunday:**

Effective date of ratification, a shift premium of one dollar and twenty cents (\$1.20) per hour shall be paid for all hours worked as part of a regular forty (40) hour week.

Effective January 1, 2026, a shift premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid for all hours worked as part of a regular forty (40) hour week.

Effective January 1, 2027, a shift premium of one dollar and thirty cents (\$1.30) per hour shall be paid for all hours worked as part of a regular forty (40) hour week.

Effective January 1, 2028, a shift premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid for all hours worked as part of a regular forty (40) hour week.

- 18.03 An employee shall not be entitled to any shift premium under this Article where he/she works overtime as defined by Article 17.01.

- 18.04 Where an employee is scheduled to work on a statutory holiday as part of his/her regular work week as defined in Article 16, he/she shall continue to receive his/her shift premium for such holiday.

- 18.05 Effective January 1, 2022, a premium of 10% of the hourly rate shall be paid to the Chief Wastewater Treatment Operator who assumes the duties of Overall Responsible Operator on Shift.

- 18.06 Effective January 1, 2025, and for the term of this Collective Agreement, the Corporation proposes a 10% premium on the base wage for the following skilled trades:

Industrial Electrician/Electronic Technologist
Pollution Control Mechanic
Facility Technician
Certified Electrician
Certified Automotive Service Technician/Apprentice
Certified Plumber

Certified Carpenter
Certified Body Bump & Paint
Truck/Trailer Technician/Welder/Fabricator
Certified Mechanic I

18.07 Premiums shall be stacked where applicable.

ARTICLE 19 - LEAVES OF ABSENCE

SEMINARS, MEETINGS AND CONVENTIONS

19.01 Leave of absence with pay and without loss of seniority or fringe benefits shall be granted to not more than three appointed or elected representatives of the Union for not more than an aggregate total of 15 man-days in any calendar year for the purpose of attending any recognized Union conventions or seminars. Application for such leave of absence shall be made through the appropriate department head, or designate, a reasonable length of time in advance and shall be subject to approval of the department head.

BEREAVEMENT

19.02 (i) Employees, regardless of employment status, are entitled to a leave of absence of:

- a) Five (5) consecutive working days upon the death of the employee's legal or common-law spouse, child, step-child, still-born child, parent or step-parent, sister or brother, step-sister or step-brother, grandchild and
- b) Three (3) consecutive working days upon the death of the employee's grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law or a person standing in loco parentis, **or miscarriage.**

Such leave of absence will be without loss of pay to a maximum of five (5) consecutive working days or three (3) consecutive working days, as this article allows, at the employee's regular rate for the time lost during the employee's normal work week as a result of the employee's absence. Should a death of a family member occur during the employee's scheduled vacation, the vacation leave is suspended to coincide with the employee's bereavement leave.

- (ii) One employee designated by the Union from time to time shall be granted one day off with pay, for the purpose of attending the funeral of a Union member or retired Union member employed or formerly employed by the Corporation.
- (iii) One day off with pay shall be granted to an employee whose parent dies and when distance or any other circumstances prevent the employee from attending the funeral.
- (iv) The provisions of Article 19.02 shall only apply to situations where loss of regular wages could occur and shall not extend to overtime, or to payment for statutory holidays

or any other situation in which the payment of bereavement leave will result in an employee receiving more than one day's normal pay.

JURY DUTY

19.03 Employees who are called to serve as jurors or witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Where an employee is excused from attending on any day for jury duty, he/she will report to work for the day or days excused. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his/her duty, the employee shall obtain a certificate from the Court, showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of compensation, but not including travelling allowances, with the Commissioner of Corporate Services and Treasurer.

PREGNANCY AND PARENTAL LEAVE

19.04 Pregnancy Leave

- (1) A pregnant employee is entitled to a pregnancy leave in accordance with the provisions of the Employment Standards Act, 2001, S.O. c. 41, as amended from time to time, or any legislation that takes its place (referred to in this Article as the "ESA").
- (2) The Corporation shall grant to a regular full-time employee who has completed their probationary period or an employee who has worked continually for the Corporation for at least one year, a leave of absence at any time at the employee's discretion during the three-month period preceding the specified date of delivery.
- (3) Should an employee require an accommodation as a result of their pregnancy, the employee shall provide the Corporation with applicable medical documentation, at the Corporation's expense.
- (4) An employee wishing to take pregnancy leave shall give the Corporation written notice and a certificate from a medical practitioner stating the baby's due date, before the leave is to begin in accordance with the provision of the ESA.
- (5) The pregnancy leave shall begin no earlier than the time specified in the ESA.
- (6) An employee may change the date when the pregnancy leave begins by providing the Corporation with notice of the change as specified in the ESA.
- (7) An employee's pregnancy leave, including miscarriage or stillbirth, shall end in accordance with the provisions specified in the ESA.
- (8) An employee granted pregnancy leave must submit written notice of their intention to return to work,

- i) Two full weeks before they intend to return to work, if prior to normal expiry date or,
- ii) Two full weeks before the normal expiry date;

Provided that any employee who fails to do so as aforesaid, except for just cause, shall be deemed to have terminated their employment.

- (9) An employee may end a pregnancy leave earlier than the time stipulated in the ESA by providing the Corporation with the written notice as specified in the ESA.
- (10) An employee taking pregnancy leave shall not terminate their employment before the leave expires or when it expires unless the employee gives the Corporation written notice as specified in the ESA.
- (11) An employee returning to work from a pregnancy leave shall resume work in their former position with no loss of seniority or benefits from the time the pregnancy leave began, except as set out in this Article.
- (12)
 - (a) A regular full-time employee on pregnancy leave as provided for in this Agreement who is in receipt of maternity benefits related to such leave under the provisions of applicable federal employment insurance legislation shall be paid a supplemental unemployment benefit equivalent to the difference between seventy-five per cent (75%) of their regular bi-weekly earnings and the sum of their weekly employment insurance benefits and any other earnings to a maximum of two hundred (\$200.00) dollars bi-weekly.
 - (b) Such a payment shall commence following completion of the applicable employment insurance waiting period and confirmation that the employee is in receipt of employment insurance maternity benefits. The payment shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.
- (13) An employee shall not receive sick leave pay in accordance with By-law Number 980 during the period of the pregnancy leave.
- (14) An employee on pregnancy leave shall continue to receive fringe benefits while on such leave as described in Article 20.01.
- (15)
 - (a) An employee on pregnancy leave shall continue to accumulate vacation entitlement for the first six (6) months of such leave.
 - (b) For any period of pregnancy leave beyond the six (6) months, such employee's vacation entitlement extension will be reduced by one-twelfth (1/12) for each extra full month's absence.

- (c) In the event an employee has used the full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference shall be deducted from the employee's next year's vacation.

19.05 Parental Leave

- (1) An employee is entitled to a parental leave in accordance with the provisions of the Employment Standards Act, 2001, S.O. c. 41, as amended from time to time, or any legislation that takes its place (referred to in this Article as the "ESA").
- (2) The provisions of the ESA relating to parental leave notice, length of the leave, when it begins and when it ends shall apply, subject to specific provisions contained herein.
- (3) An employee taking parental leave shall not terminate their employment before the leave expires or when it expires unless the employee gives the Corporation written notice as specified in the ESA.
- (4) An employee returning to work from a parental leave shall resume work in their former position with no loss of seniority or benefits from the time the parental leave began, except as set out in this Article.
- (5)
 - (a) A regular full-time employee on parental leave as provided for in this Agreement who is in receipt of parental benefits related to such leave under the provisions of applicable federal employment insurance legislation shall be paid a supplemental unemployment benefit equivalent to the difference between seventy-five per cent (75%) of their regular bi-weekly earnings and the sum of their weekly employment insurance benefits and any other earnings to a maximum of two hundred (\$200.00) dollars bi-weekly.
 - (b) Such a payment shall commence following completion of the applicable employment insurance waiting period and confirmation that the employee is in receipt of employment insurance parental benefits. The payment shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.
- (6) An employee shall not receive sick leave pay in accordance with By-law Number 980 during the period of the parental leave.
- (7) An employee on parental leave shall continue to receive fringe benefits while on such leave as described in Article 20.01.
- (8)
 - (a) An employee on parental leave shall continue to accumulate vacation entitlement for the first six (6) months of such leave.
 - (b) For any period of parental leave beyond the six (6) months, such employee's

vacation entitlement extension will be reduced by one- twelfth (1/12) for each extra full month's absence.

- (c) In the event an employee has used the full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference shall be deducted from the employee's next year's vacation.

19.06 Parents NOT in receipt of a pregnancy leave shall be granted a leave of absence of three (3) days of which one (1) will be with pay on the birth or adoption of a child.

ARTICLE 20 - FRINGE BENEFITS

- 20.01 (a) It is agreed that the following fringe benefits as shown in paragraphs (i) to (vi) inclusive shall be continued and may, by consent of both Parties be amended from time to time, and such benefits shall be applied on confirmation following completion of an employee's probationary period:
 - (i) Ontario Health Insurance Plan
 - (ii) Semi-Private Hospital Accommodation Plan 1, as offered by Green Shield Prepaid Services Inc.
 - (iii) Apoth-a-Care Prescription Drug Plan "0" with mandatory product selection (\$1.00 co-pay) Effective **April 5, 2025**, - Apoth-a-Care Prescription Drug Plan "9" (\$6.00 co-pay), no over the counter drugs, and mandatory product selection.

- and -

the benefits of Extended Health Services "Plan T-4" with Vision Care Plan "7". Effective January 1, 2024 - \$500 every 24 months, laser eye surgery eligible, eye exams eligible. **Effective January 1, 2026, \$550 every 24 months, laser eye surgery eligible, eye exams eligible. Effective January 1, 2028, \$550 every 24 months, laser eye surgery eligible, eye exam reasonable and customary every 24 months in addition to the \$550.** Audio "H-1"(Effective January 1, 2013 – Ability to use the benefit of conventional audio towards non-conventional audio), and Nursing Home Care Plan "N3", and Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787, as offered by Green Shield Prepaid Services Inc. Effective November 1, 1996, Green Shield Deluxe Travel Plan QJ shall replace Out-of Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787.

- (iv) Dental Care Plan DV (with a \$2,000 co-pay orthodontic lifetime maximum benefit effective May 1, 1990). Dental Care Plan DV (with a **\$3,000** co-pay orthodontic lifetime maximum benefit **with 50/50 copay** effective **January 1, 2026**). (Effective January 1, **2025 – 2025** ODA rates. Effective January 1, **2026 – 2026** ODA rates. Effective January 1, **2027 – 2027** ODA rates. **Effective January 1,**

2028 – 2028 ODA rates). Permission for direct billing for dental services where the service provider offers such option.

- (v) Effective **April 5, 2025**, Massage, Chiropractic, Physiotherapy, **Homeopath** – maximum of \$800 per calendar year.

Effective January 1, 2026 – Massage, Chiropractic, Physiotherapy, Homeopath – maximum of \$800 per calendar year.

Effective January 1, 2027 – Massage, Chiropractic, Physiotherapy, Homeopath – maximum of \$900 per calendar year.

Effective January 1, 2028 – Massage, Chiropractic, Physiotherapy, Homeopath – maximum of \$1000 per calendar year.

- (vi) Effective **April 5, 2025** - Psychologist, Psychotherapist, Social Worker and **Master of Social Work** - \$400 per calendar year.

Effective January 1, 2027 - Psychologist, Psychotherapist, Social Worker and Master of Social Work - \$600 per calendar year.

- (v)(ii) Notwithstanding By-law 726, life insurance coverage will be as follows:

Effective June 1st, 1990, Group Life Insurance providing for insurance coverage on the basis of two times the employee's basic annual salary to the nearest \$500.00, reducing to one-half the employee's regular salary at retirement on an O.M.E.R.S. Pension to the nearest \$250.00. Employees who retire on an O.M.E.R.S. total disability or permanent partial disability pension will be entitled to life insurance in the amount of one times salary to their normal retirement date at which time the insurance will reduce to one-half the employee's regular salary. If the employee is taken off the total disability pension or the permanent partial disability pension, the employee's life insurance will also reduce to one-half the employee's regular salary at retirement.

Notwithstanding the foregoing, employees commencing employment with the Corporation on or after June 1st, 1990, will only be entitled to Group Life Insurance coverage in the amount of \$10,000 upon retirement on an O.M.E.R.S. Pension.

Employees must be actively at work on June 1, 1990 or thereafter to have insurance increased, otherwise Group Life Insurance coverage shall be in accordance with the policy governing at the time of the employee's last day at work.

After October 1, 2016, an employee who is eligible for an OMERS unreduced pension (as defined by the OMERS pension plan) elects to take the commuted value of their pension a maximum one (1) business day before their early

retirement birthday, shall retain their eligibility to health and life insurance benefits as long as all other currently required eligibility requirements are met.

(v)(iii) A copy of the Long Term Disability Plan shall be provided to the Union Executive.

(ix) Sick Leave Plan, as provided by By-law 980, as amended to date of September 4, 1979, a copy which is attached, and as further amended by the terms and provisions hereof which follow:

- (A) In this Agreement "New Employee" means any member of C.U.P.E. Local 82 who becomes an employee of the Corporation in its permanent establishment, within the bargaining unit, and who has commenced his/her or her probationary employment on or after 1 January, 1982.
- (B) The terms and provisions of Section 8 of By-law 980 as amended to date of September 4, 1979, shall not apply to any new employee, as defined in this Article.
- (C) Employees of the Corporation who are members of C.U.P.E. Local 82 within the bargaining unit, who are classified as employees on the date hereof or who become employees resulting from the completion of the requisite satisfactory period of probationary employment, which commenced or will commence prior to January 1, 1982, shall continue to enjoy the rights and privileges conferred under said By-law 980 as amended to date of September 4, 1979, and shall continue to be subject to the same obligations thereunder.
- (D) With reference to Section 8 of By-law 980, it is agreed that:
 - (i) A committee shall be established immediately for the purpose of negotiating a mutually acceptable Long Term Disability (L.T.D.) Plan. The committee shall be comprised of two members of Local 543 and two members of Local 82, and a corresponding number from management.
 - (ii) The Corporation shall pay the full cost for the mutually agreed upon L.T.D. Plan. While on Long Term Disability an employee shall accumulate seniority and shall be entitled to all rights and benefits under the collective agreement.
 - (iii) It is further agreed that the gratuity provision as contained in Section 8 of By-law 980 shall be "capped" as of the date of implementation of the Long Term Disability Plan, which plan will be negotiated in accordance with subparagraph (i) above. Examples of the calculation of the capping of the Sick Leave Gratuity are contained in Exhibit "C", hereto attached.
 - (iv) It is further agreed that the rate payable upon pay out of the gratuity (Section 8 of By-law 980) shall be the negotiated rate of pay of the employee as of January 1, 1986. (Please note this only applies to those

employees who leave the service after January 1, 1986).

- (v) It is further agreed that upon the implementation of the aforementioned Long Term Disability Plan, the Corporation of the City of Windsor agrees to issue to each employee a promissory note for the value on such date of the employee's gratuity entitlement as determined by the above paragraphs. Said promissory note shall be redeemable in accordance with Section 8 of By-law 980.
- (E) Enactment of a By-law authorizing execution of this Agreement shall be deemed to be and constitute the further amendment of By-law 980 to the extent necessary to give effect to the terms and provisions of this Article.
- (F) (a) Save insofar as it is deemed further amended by the terms hereof, the content, terms and provisions of the said By-law 980, as amended to date of September 4, 1979, shall continue to apply.
- (b) Where the spouse of an employee of the Corporation is covered by the spouse's employer for benefits similar to those in Article 20.01, paragraphs (i) to (iv) inclusive, in whole or in part, the employee may elect coverage for himself and his/her family under the plan of the spouse's employer, in which event, the Corporation will be required to provide only those benefits in (i) to (iv) inclusive not provided by the plan of the spouse's employer.
- (c) It is further agreed that the Corporation may subscribe for equivalent coverage for those benefits and services described in paragraphs (a)(v) and (b) above on the understanding the Union will be consulted prior to calling for proposals from companies providing such services in order to ensure the Union that equal benefits and services and satisfactory claims procedures are maintained.
- (d) If the qualifying period set out in the foregoing paragraph (a) excepting subparagraph (v), expires on or before the 15th day of any month, the coverage thereby provided shall become effective as of the first day of that month, otherwise such coverage shall become effective on the first day of the month next following. The Group Life Insurance coverage, as set out in subparagraph (v) of paragraph (a), shall become effective as of the date of confirmation of the employee's employment.
- (e) Subject to paragraph (f) herein, the Corporation agrees to pay the full cost of the benefits set forth in subparagraphs (i) to (v) inclusive of Article 20.01 (a) excepting for any period of absence without pay exceeding a calendar month (excluding maternity leave); provided however, the employee may arrange with the Human Resources Department for payment of the premiums for such benefits during such periods of absence

to ensure continued coverage. In the event of any reduction in premiums paid by the Corporation for such benefits during the term of this agreement, the resulting savings will accrue to the Corporation.

- (f) Where an employee has depleted his/her accumulated or extended sick leave credits, the Corporation agrees to pay the benefits referred to in subparagraphs (i) to (v) inclusive of paragraph (a) above for a period of two (2) months beginning the first day of the month following the month sick leave credits were depleted; thereafter he/she will not be entitled to the benefits provided however, he/she may apply for a leave of absence without pay and, if approved, he/she shall arrange with the Executive Director of Human Resources or designate in advance of commencing such leave to reimburse the Corporation for the full cost of the fringe benefits referred to in the said subparagraphs normally paid by the Corporation on behalf of the employee.

- (vii)
 - (a) CUPE Local 82 retirees as of April 17, 2009 and members of CUPE Local 82 who are regular full-time employees of the Corporation (list to be verified) and were hired on or before April 17, 2009, and subsequently complete their probationary period, upon their retirement if eligible as per the OMERS eligibility requirements for an unreduced pension which are in place at the time of retirement, including eligible surviving spouses and eligible dependants, shall be entitled to 100% employer paid lifetime retiree benefits as outlined in the City of Windsor Benefit Plan applicable to retirees, eligible surviving spouses and eligible dependants as negotiated in the collective bargaining process from time to time. It is agreed that this eligibility to life time retiree benefits shall not be removed in any subsequent negotiations.

 - (b) Members of CUPE Local 82 who are employees of the Corporation as referred to in the MOA dated August 31, 2006 (list to be verified) and were hired on or before April 17, 2009 and obtain a regular full-time position, at any time in the future, regardless of any break in service, with the Corporation, and subsequently complete their probationary period, upon their retirement if eligible as per the OMERS eligibility requirements for an unreduced pension which are in place at the time of retirement, including eligible surviving spouses and eligible dependants, shall be entitled to 100% employer paid lifetime retiree benefits as outlined in the City of Windsor Benefit Plan applicable to retirees, eligible surviving spouses and eligible dependants as negotiated in the collective bargaining process from time to time. It is agreed that this eligibility to life time retiree benefits shall not be removed in any subsequent negotiations.

 - (c) Members of CUPE Local 82 who are newly hired to the Corporation as regular full-time employees on or after April 18, 2009 and subsequently complete their probationary period, including eligible surviving spouses

and eligible dependants, shall be entitled, upon their retirement if so eligible as per the OMERS eligibility requirements for an unreduced pension which are in place at the time of retirement, to 100% employer paid retiree benefits as outlined in the City of Windsor Benefit Plan applicable to retirees, eligible surviving spouses and eligible dependants, up to the last day of the month in which the employee attains or, in the case of death, would have obtained the age of 65 years.

- (d) The Corporation will establish and administer (based on reasonable administrative effort) an Employee Retiree Benefit Account at no cost to the Employee or the Union, other than any charges from third party entities, for each regular full-time employee hired on or after April 18, 2009 and subsequently completes their probationary period. Said employee may elect to have the Corporation deduct an amount per hour for each regular hour worked which shall be invested to the credit of the employee's self funded post retirement account. Each regular full-time employee hired on or after April 18, 2009, shall, on an annual basis, be given the opportunity to 1) change the amount of their deduction 2) opt out of the plan in which case the employee shall receive the return of all of their contributions with accumulated net investment income or 3) opt into the plan or 4) In the event that the employee is terminated involuntarily (for cause or otherwise) he/she shall receive the return of all of their contributions along with the accumulated net investment income. Upon the retirement of the employee, the accumulated contributions and net investment income can be used to pay the annual premium for his/her health care plan after the age of 65. Statements will be provided on an annual basis on request for each contributing member. The detailed structure of the plan will be dependent on the best way to minimize any income tax implications. However, all tax and other mandated withholdings are the responsibility of the employee. Furthermore, these new employees shall be made aware by the employer of these options during the new employee orientation sessions. Should an employee die with a balance remaining in his/her employee self funded post retirement account, the balance of said account along with all accumulated net investment income will be paid to the estate of the deceased employee.

- (e) The Corporation agrees to facilitate the creation of this New Retiree Group Plan and the Corporation agrees to administer (based on reasonable administrative effort) the said New Retiree Group Plan on behalf of the Union, at no cost to the plan or the Union other than charges from third party entities. The Corporation will agree to set up a committee consisting of Administration, the Union and the Carrier to develop the New Retiree Benefit Plan, the terms of reference of which will explore cost saving mechanisms which could reduce the costs of the plan for the benefit of the plan members. The Corporation will not be a voting member on the benefit plan design. Once an employees' post retirement benefit account has been

exhausted, should the employee wish to remain in the said New Retiree Group Plan, the Corporation will continue to administer the said plan on the employees' behalf provided that the employee pays the full annual premium amount. As an alternative to keeping the credit in a self funded post retirement account, the employee may elect to receive the amount as a lump sum payment upon retirement and may still opt to enter into the said New Retiree Group Plan provided that the employee pays the full annual premium amount. Should an employee die, their eligible spouse and/or eligible dependant may elect to purchase this benefit at their own cost.

- (f) Schedule "X" as attached to this agreement shall be issued to each eligible employee in his/her personal capacity and upon issuance all such promissory notes shall form part of this and future Collective Agreements for current regular full-time employees. A framework and language to achieve this protection consists of separate contracts with each individual current employee hired on or before April 17, 2009 which would provide appropriate security as outlined in Schedule "X".

- (viii) Effective January 1, 2013, each eligible Regular Full Time employee shall be entitled to a sick leave credit of three-quarter (3/4) days per month and the sick leave credits of each eligible Regular Full Time employee shall be capped at a maximum of one hundred and thirty (130) days. Those Regular Full Time employees with one hundred and thirty (130) days or more on January 1, 2013 shall not accumulate three-quarter (3/4) days per month until such time as their sick leave credits are one hundred and twenty-nine (129) days or less, after which the Regular Full Time employee shall accumulate three-quarters (3/4) day per month to a maximum of one hundred and thirty (130) sick leave days.

- 20.02 (a) It is agreed that the Corporation shall continue the Ontario Municipal Employees' Retirement System Pension Plan, as authorized by By-law 2577, which provides for payment of an annual pension of approximately 2% of the average of an employee's highest sixty (60) consecutive months' earnings, multiplied by the number of years of service. The contributions by the Corporation and the employees shall be in accordance with the provisions of the Ontario Municipal Employees' Retirement System Act and the Regulations thereto, as amended from time to time.

- (b) Employees excepting students and also those employees (other than laid off members of Local 82) engaged for special governmental works programs, shall be enrolled in the O.M.E.R.S. Plan and coverage shall be effective from the date of probationary employment.

- (c) It is further agreed that with respect to employees in the service prior to January, 1983, the Corporation will continue its Supplementary Type 3 Benefit

Agreement with the Ontario Municipal Employees' Retirement System, permitting an employee to elect early retirement within 10 years of normal retirement date, providing:

(a) the employee has 30 or more years of credited service with the Corporation;

or

(b) retirement is due to permanent partial disability as determined by the Corporation ("permanent partial disability" under the Plan is defined as being unable, due to mental or physical incapacity, to perform the duties of employment when so declared by the employer).

(d) An employee shall be retired on the last day of month in which he/she attains age sixty-five (65) years, or at the employee's option at any time prior to age sixty-five (65) provided he/she has sufficient accredited service to qualify for early retirement under the OMERS Type 3 Plan. Early retirement will be subject to three (3) months' notice where possible.

20.03 It is understood and agreed that in the event of a change of legislation or other circumstances making it impossible for the Corporation to continue any of the above benefits, the Corporation will, so far as it has the authority so to do, endeavour to provide a benefit similar to the discontinued benefit but at no greater cost than that formerly incurred by the Corporation for such benefit.

20.04 The Corporation agrees that if an employee is absent from work for any period of time during which he/she is entitled to receive Sick Leave payments or is awarded Workers' Compensation, his/her normal accumulation of Sick Leave shall not be interrupted by reason of such absence; provided however, that where an employee uses up his/her accumulated or extended sick leave credits, he/she shall not be entitled to further credits until he/she returns to work and earns such credits through regular attendance as provided by S.3(a) of the Sick Leave By-law.

20.05 Where an employee is absent from work as the result of a compensable injury for which the employee is granted an award by the Workplace Safety and Insurance Board for a period of temporary total disability, the Corporation agrees to pay, in addition to the amount of compensation awarded by the Board, the difference between the amount of the employee's net regular salary or wages and the amount of the award for the period of temporary total disability. Such payments shall be subject to the following conditions:

(1) The Workplace Safety and Insurance Board shall have determined that the employee has sustained personal injury by accident arising out of and in the course of his/her employment with the Corporation.

(2) The employee must have formally elected to take compensation in cases where any third party is involved.

(3) Such payment shall not extend to cases of permanent total disability, in which cases the award of the Workplace Safety and Insurance Board shall be final, nor shall they extend to cases where the employment is terminated before the period

of temporary total disability has expired.

- 20.06 Provided the Corporation continues to pay compensation as a Schedule 2 Employer under the Workplace Safety and Insurance Act, where an employee is absent as a result of an injury allegedly sustained at work and the employee has made application for compensation and has elected to take compensation, the Corporation will make advances at the employee's normal rate of pay up to a total amount equivalent to the employee's sick leave credits. If the claim has not been approved by the Workplace Safety and Insurance Board at the exhaustion of the employee's sick leave credits and the employee continues to be absent, no further advances will be made by the Corporation. Where the employee has no sick leave to his/her credit, his/her wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the days charged against the employee's sick leave for such absence will be accordingly credited back to the employee.
- 20.07 It is agreed that whenever an employee shall recover from a third party, any amount claimed for loss of wages or sick leave he/she shall repay to the Corporation forthwith the amount of all monies paid to him/her by the Corporation, either by way of sick leave or advances of salary or wages, in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave credit which may have been deducted, shall be restored to such employee.
- 20.08 The Corporation shall have the right at its expense to have an employee who is absent due to illness or injury of a physical nature, referred for an examination to a physician of the employee's choice or any other physician as mutually agreed upon.
- The Corporation shall have the right at its expense to have an employee who is absent due to a psychological or mental illness, referred for an examination to a psychiatrist/psychologist of the employee's choice or any other psychiatrist/psychologist as mutually agreed upon.
- The physician or psychiatrist/psychologist shall provide the Corporation with a written report of the examination. The request for the examination shall be made by the Director of Human Resources or designate from the Human Resources Division to the employee in the presence of a Union representative or by registered mail to the employee and the Union if the employee is unable to attend at City Hall.
- 20.09 Employment Insurance coverage shall be provided for employees under the provisions of the Employment Insurance Act.
- 20.10 The Corporation and the Union agree that in so far as any of the by-laws referred to in Articles 20.01 and 20.02 are inconsistent with the provisions of this Article, the said by-laws shall be deemed to be amended in order to give effect thereto. The Parties also agree that the said by-laws may be further amended from time to time by mutual consent.

20.11 "Fringe Benefits" in addition to the benefits mentioned in this Article, shall include pay for vacations and statutory holidays, clothing allowances, long service pay and payments made by the Corporation, on behalf of the employees, for Canada Pension.

20.12 Professional and Licence Fees - Where an employee, as a condition of continuing employment, is required to renew a professional accreditation or renew a licence, the Corporation shall pay the full cost of such renewal. If, however, the licence being renewed is a driver's licence, the Corporation will only pay the difference between the cost of a Class "G" licence and that being renewed.

ARTICLE 21 - INDUSTRIAL STANDARDS ACT

21.01 Carpenters, Painters and other tradesmen subject to the provisions of The Industrial Standards Act, employed by the Corporation, shall be paid the applicable rate of pay in accordance with this agreement provided that where the applicable rate of pay, plus the cost of fringe benefits paid by the Corporation on behalf of the employee does not equal the rate of pay applicable under The Industrial Standards Act, the Corporation shall pay the difference to the employee. The cost of those fringe benefits mandatory by statute shall not be included in the calculation of the cost of fringe benefits referred to in this Article.

ARTICLE 22 - CLOTHING AND TOOL ALLOWANCES

22.01 The Corporation shall issue without charge to employees who have completed their probationary periods, the items of clothing as required by the construction regulations of the Occupational Health & Safety Act hereinafter set forth. The Corporation will endeavour to ensure sizes and styles are available for all genders.

<u>Item</u>	<u>Number</u>
Safety Boots or Shoes	2 pairs
T-Shirts	5
Shirts – Summer - Short Sleeved or Button Down	2
-Winter - Long Sleeved or Button Down	2
- Sweatshirt	1
Pants – Summer	2 pairs
- Winter	2 pairs
Coveralls	2 pairs
(one pair insulated at employee's option October 1, 1996)*	
Coat – Lightweight or Quilted Jacket or Insulated vest	1
Parka or Bomber Jacket	1
Rain Pants or Leggings	1 pair
Rain Jacket (long or short)	1
Rain Hat	1

Toque	1
Summer Hat (Baseball Cap)	1
Sweatshirt (hooded if requested)	
Coveralls or Bibs	
Identification Flashes - (to be included on all uniforms)	

Medium Weight Jacket 1 to Arena Attendants
(to be issued to employees regularly employed in the arena, as Arena Attendants. Jackets only to be worn while performing arena attendant duties.)

* except if provided under Article 22.02

Articles of clothing which become worn out or irreparably damaged in the service of the Corporation shall be replaced without charge with new articles upon presentation or surrender of worn out or irreparably damaged items.

The Corporation will also furnish rubber suits and boots for employees working in sewers and aprons for operators of steam cleaners. Appropriate gloves, as now supplied, will be furnished to all employees requiring the same and safety helmets and liners will be provided whenever required.

The boot allowance will be reviewed between the Corporation and Union upon contract renewal.

22.02 Certified Automotive Service Technicians; Service Attendants; Body, Paint and Bump Persons; Welders and Apprentices, shall at the expense of the Corporation, be entitled to receive weekly at their place of work three (3) pairs of laundered coveralls, provided by a Linen Rental Supply Service.

22.03 General Provisions Referable to All Clothing Issue In All Departments (Whether or not a central stores is established)

The approved colour for the clothing issues will be dark blue or as regulated by legislation.

When it is required to measure employees for their clothing, it shall be done on the employees' own time.

The above clothing issue is the maximum allowance and any clothing lost or destroyed must be replaced by the employee at his/her own expense, except in the case of a justifiable insurance claim.

The clothing allowance is for the sole personal use of the employee to whom it is issued and will not be sold, exchanged or given by the employee to any other person.

The above clothing, appropriate for the time of the year, must be worn by the employee during working hours and, without reservation, the wearing of regulation clothing is mandatory and

failure to comply with this regulation will result in suspension without pay until the employee complies.

As a condition of employment, each probationary employee immediately upon receipt of his/her first pay cheque shall provide at his/her own expense two (2) pairs of pants and two (2) shirts. The shirts and pants must be in accordance with the standard issue worn by other employees at the particular time of the year. Probationary employees shall also provide at their own expense one (1) pair of the required safety footwear which must be worn from the first day of employment.

A student engaged for seasonal employment will not be entitled to a clothing issue or any cash allowance in lieu thereof.

Any employee on an extended leave of absence, illness or compensation will not be entitled to receive the clothing issue or any allowance in lieu thereof until he/she returns to work.

The Corporation agrees that prior to calling for tenders for clothing two (2) representatives of the Corporation will meet with two (2) representatives designated by the Union, to choose the style and material for the clothing items to be purchased.

22.04 It is further agreed that the provisions of this Article shall remain in effect for one year beyond the termination date of the agreement as set forth in Article 33 hereto and any changes in clothing allowances negotiated under the succeeding agreement will not become applicable until one year following the effective date thereof.

22.05 (i) The Corporation agrees to pay a tool allowance of five hundred and fifty dollars (\$550.00) per year to qualified Carpenters and Cabinet Makers with Parks and all Certified Automotive Service Technicians, and Body, Bump and Paint persons and any apprentices while working at these trades.

(ii) Provided the Government of Canada contributes complete reimbursement for the cost thereof (and the right to such reimbursement is assigned to the employer) the employer shall purchase and supply to each Certified Automotive Service Technician referred to in Schedules A1 and A3, such metric tools as are required in the course of his/her employment.

22.06 When it is a requirement of an employee's position that safety glasses be worn and the employee requires prescription glasses, the Corporation shall provide prescription safety glasses of a type and from a supplier chosen by the Corporation, and in the event the prescription safety glasses have to be replaced due to excessive wear or work-related damage, the Corporation shall replace the glasses.

The Corporation shall provide glasses with ultraviolet ray protection where necessary and if prescribed.

ARTICLE 23 - AUTOMOBILE ALLOWANCES

23.01 (a) Every employee who is requested or required to provide his/her own automobile

for purposes of the Corporation shall be paid a monthly allowance on all mileage in performance of work for the Corporation from the first to the last day of the month, calculated at the rate **as noted in the Corporation's Travel and Business Expense Policy.**

- (b) In addition to the allowances provided by paragraph (a), the Corporation agrees to pay also the difference, excluding surcharges (as a result of accidents or convictions) in the premium rate for insurance on the employee's automobile, up to the following maximum limits, and the premium rate required to insure such automobile for the same coverage if used as well for the purposes of the Corporation:
- (c) Public Liability and Property Damage - \$1,000,000.00 limit,
effective August 1, 1984
Collision - \$250.00 deductible
- (d) Notwithstanding the above, employees will be required if requested to provide three written estimates of insurance - one estimate from an agent of, the Corporation's choice. The Corporation will only be required to reimburse to the lowest estimate.

Provided however, the employee with his/her Union representative shall have the right to appeal, to an Appeals Committee to be established by the Corporation, for assumption by the Corporation of any surcharges which the employee feels were imposed as the result of unavoidable accidents which occurred in the performance of his/her duties, the decision of such review body to be final.

ARTICLE 24 - SALARIES AND WAGES

- 24.01 It is agreed that the salaries and wages of all employees holding positions covered by this agreement shall be determined in accordance with the classification system attached hereto as Schedules "A-1", "A-2", "A-3" and "A-4" and forming part of this agreement.
- 24.02 (i) When an employee is appointed to perform work of a character for which a higher classification is provided, he/she will be paid immediately the established rate for the higher rated position.
- (ii) When an employee is appointed to perform work in a classification for which a lower wage rate is provided, he/she will continue to be paid the established rate for the higher classification for a period not exceeding ten (10) days, provided he/she has been employed in the higher rated position for not less than twenty (20) consecutive days. Provided however, that interruptions due to unavoidable conditions shall be included in computing the twenty (20) days, if the employee worked on the day prior to and the day following the twenty (20) day period.
- 24.03 It is further agreed that when an employee works in a calendar year (a calendar year being the twelve month period from January 1 to December 31) at a job which pays a rate higher than that of a labourer for more than 1040 hours (hours being actual hours worked), the said employee shall be paid the higher rate for the remainder of the calendar year (remainder being the period from hour 1040 at the higher rate until December 31 of the

calendar year, provided that where an employee is promoted to a higher rated job as a result of a job posting and performs such job for more than half of the year, he/she shall not be paid the higher rate for any part of his/her service prior to the date of his/her promotion.

24.04 For the purpose of computing the time provided in Articles 24.02 and 24.03, time lost due to injury or illness will be allowed provided the job opening in the higher classification actually existed during that time so that the employee would have been working in that classification if he/she had not been absent from work.

24.05 It is agreed that the said salaries and wages shall be paid upon a bi-weekly basis and that upon giving such notice as may be required by the Corporation, each employee shall be entitled to receive on his/her last regular pay prior to his/her annual vacation, any salary or wages which otherwise would be payable to him/her during such vacation. Effective the first pay after September 1, 1996, the Corporation shall implement direct deposit.

24.06 The Corporation agrees to grant equal pay to all members of the Union for equal work regardless of the sex of the employees concerned.

24.07 Wages

January 1, 2025	1.5%
July 1, 2025	1.75%
January 1, 2026	1.5%
July 1, 2026	1.75%
January 1, 2027	1.5%
July 1, 2027	1.75%
January 1, 2028	2%
July 1, 2028	2%

COLA Clause:

Consumer Price Index for Canada (CPI)

If, on March 31, 2007, the Consumer Price Index for Canada for the period December 31, 2005 to December 31, 2006 rises above 5.5%, the increase above 5.5% to a maximum of 6.0% (maximum 0.5%) will be applied to the 2006 wage rates effective December 31, 2006 and a further increase of 3.0% will be applied effective January 1, 2007. Retroactive pay to January 1, 2007 will only be the adjusted rate less the rate already paid. Examples are included under Schedule "D".

This clause shall only come into effect if the Consumer Price Index is over 5.5% on December 31, 2006.

ARTICLE 25 - LONG SERVICE PAY

25.01 The Corporation shall pay Long Service Pay to every employee on the first regular pay

day after December 1st of each year, based upon continuous full time service as follows:

Upon completion of five years' and less than ten years' service	\$ 65.00 annually
Upon completion of ten years' and less than fifteen years' service	\$130.00 annually
Upon completion of fifteen years' and less than twenty years' service	\$195.00 annually
Upon completion of twenty years' and less than twenty-five years' service	\$260.00 annually
Upon completion of twenty-five years' service and over	\$325.00 annually

When an employee who is qualified to receive Long Service Pay, completes his/her fifth, tenth, fifteenth, twentieth or twenty-fifth year of service within any calendar year, he/she shall be paid the rate applicable to his/her term of service in that year. Any employee who leaves the service after completing five years' service shall be entitled to receive a proportionate part of the Long Service Pay which would have been payable to him for the calendar year in which he/she terminates his/her employment; provided that if any employee leaves the service before December 31st, after receiving Long Service Pay for that calendar year, the Corporation shall have the right to recover from the employee the proportionate part of such Long Service Pay, paid in advance, for which he/she is no longer entitled.

25.02 In the event an employee is granted leave of absence without pay (excluding absences for maternity leave or on long term disability) for any period in excess of one (1) calendar month in any calendar year in which the employee is qualified to receive Long Service Pay, such pay shall be prorated on the basis of one-twelfth (1/12) for each calendar month worked during that year.

25.03 The terms and provisions of this Article shall not apply to any new employees hired on or after January 1, 2000.

ARTICLE 26 - JOB SECURITY

26.01 (a)

Effective January 1, **2025**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, **2006**, shall be laid off for any reason.

Effective January 1, **2026**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, **2007**, shall be laid off for any reason.

Effective January 1, **2027**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, **2008**, shall be laid off for any reason.

Effective January 1, **2028**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, **2009**, shall be laid off for any reason.

(b) No member of the bargaining unit who is presently in the employ of the Corporation and is President of the Union, shall be laid off for any reason.

26.02 This agreement shall be binding upon the successors of the Parties hereto in so far as it is within the power of the Parties hereto respectively to bind such successors, and in the event the Corporation is amalgamated, united or otherwise joined with one or more municipalities, the provisions of The Labour Relations Act, R.S.O. 1980, C.228, S.62 (11), shall be applicable.

ARTICLE 27 - CONTRACTING OUT

27.01 The Corporation shall have the right to contract out any work provided however, that prior to contracting out work normally performed by members of the bargaining unit, advance discussions will take place between the appropriate department heads of the Corporation and the Union. The Corporation agrees to notify the Union in writing at least two months in advance of any contracting out of work.

The Corporation shall set up a meeting and discussions shall commence within two (2) weeks from the date of receipt of such written notice. At the meeting the Corporation shall identify the work to be contracted out and the reasons that have led to the decision to recommend the contracting out of the work.

During the meeting, the Corporation agrees to provide the information available to the Corporation which was the basis upon which the decision to contract out was made and that would otherwise be available to the Union through the Freedom of Information process as set out in Municipal Freedom of Information Protection and Privacy Act (“MFIPPA”) without the need to make a formal request.

27.02 The Union shall be accorded an opportunity to make a written submission regarding the Corporation’s plan to contract out work and such submission shall be made within thirty (30) calendar days of the meeting set out in Article 27.01. The appropriate department head shall give weight to such comments in light of all attendant circumstances and within two (2) weeks of receiving the Union’s submission shall make his or her final recommendation.

27.03 When the Corporation awards a contract for work which is normally performed by members of the bargaining unit as hereinbefore set out, the Corporation agrees to provide alternative employment at no loss of salary, wages or benefits excluding overtime for the employees who normally perform the work contracted out and who were in the employ of

the City prior to December 31, 1977. In respect to all other employees affected by the contracting out, the Corporation shall make a sincere effort to provide alternative employment for them and if no work is available the provisions of Article 11.06 respecting lay-offs shall be applicable.

ARTICLE 28 - SKILLED TRADES APPRENTICESHIP PROGRAMME

1.0 Purpose

- 1.1 The Corporation and the Union agree to the importance of investing in a Skilled Trades Apprenticeship Programme as part of an overall succession planning strategy. Participating in Apprenticeship training allows the Corporation to develop employees who are not only trained to Provincial industry standards but who also become qualified trades-people or “journey-person” specifically trained for our unique operations. The Corporation shall consider filling vacancies in Skilled Trades as defined by the appropriate Ministry.

2.0 Scope

- 2.1 Vacancies in the Skilled Trades Apprenticeship Programme, which the Corporation is desirous of filling, will be open to all Corporate employee’s having the required educational background or practical experience as determined by the Ministry of Skills and Development or the Ontario Ministry of Training, Colleges and Universities (“MTCU”).
- 3.1 (a) All apprenticeship positions will be filled by means of an internal job posting in accordance with the terms and conditions of the CUPE Local 82 Collective Agreement. Upon failure to find the desired number of qualified applicants from within Local 82, the Corporation may then post the vacancy on the bulletin boards for all departments of the Corporation within the jurisdiction of CUPE Local 543 and as per Article 13 of CUPE Local 82’s Collective Agreement.

(b) This does not preclude the Corporation from posting externally, should no qualified Local 82 or Local 543 employee be selected. External candidates who become apprentices shall become, or remain, as the case may be, members of the Union, in the manner provided in the Collective Agreement.
- 3.2 The rate of pay for an employee entering the programme shall be Band 3 (of the Local 82 salary schedule) and such rate of pay shall be adjusted in accordance with 3.4, 4.5 and Schedule “K” where applicable. Article 24.03 shall not apply.
- 3.3 Any employee registered in the Skilled Trades Apprenticeship Programme will be eligible to apply for any Local 82 classification postings/vacancies in the Corporation during the period of their Apprenticeship Programme. It is understood that for classification purposes only, training for the job as contemplated under Article 13.02 will not occur until after the Apprenticeship Programme is completed or terminated after which the terms and conditions of the relevant Articles in the Collective Agreement shall govern, unless such training is outside the normal hours of the apprentice and/or does not interfere with the

regular duties of the apprentice. It is understood that the employee shall not for any reason work and receive the rate of pay for the classification applied for until such time as the employee completes the training for the job as stated above. If the employee is accepting another position, Article 3.6 (d) shall apply.

- 3.4 Upon the successful completion of each year in the programme, including the completion of both in-class instructions and the applicable practicals at each stage, the employee shall receive increases by equal percentages. The percentage rate increase shall be determined by the actual length of the Apprenticeship Programme. The percentages will be calculated based on the difference between the employee's rate of pay on completion of each year and the rate of pay of a qualified journeyman in the applicable trade in accordance with the Collective Agreement at the time (See Schedule "K" attached for examples). Increments shall be retroactive to the actual date of completion once the employee submits to the Corporation proof as provided by the MCTU. The final pay increment will be provided in accordance with 3.7 (a).
- 3.5 An employee entering the Apprenticeship Programme from within the jurisdiction of Local 543 shall accumulate seniority within the classification of Labourer and shall carry over any recognized overall seniority.
- 3.6 (a) An employee who provides written notification that they wish to withdraw from the programme or fails to meet the required standards of progress as deemed by the Ministry shall be terminated from the programme. It is agreed however, that in the event of the employee's withdrawal or failure to meet the required standards at any stage of the Apprenticeship Program, he/she shall be given ONE further opportunity throughout their career to complete the programme, in any trade. In the event an employee withdraws from the programme or is terminated from the programme, the following shall occur:
- (b) An employee who entered the programme as a member of Local 82 and withdraws from the programme or is terminated from the programme within 90 days, may exercise his/her classification seniority in the department in which he/she served prior to entering the programme. After 90 days, said employee may exercise his/her classification seniority within the Apprenticing Department.
- (c) An employee who entered the programme as a member of Local 543 and withdraws from the programme or is terminated from the programme within 90 days of commencement of the programme may return to his/her former position without loss of seniority. After 90 days, said employee may exercise his/her seniority within Local 82 in accordance with the Collective Agreement.
- (d) An employee registered in the apprenticeship programme who accepts another position in the Corporation in any capacity, must withdraw from the programme and shall only return to the programme if they are successful in a subsequent posting.
- (e) Any external hire to the Apprenticeship Training Program shall not be eligible to**

post into another position until the Apprentice has successfully completed their certification process.

- 3.7 (a) Effective the date the Apprentice provides to the Corporation evidence from the MTCU that the Apprentice has completed each stage in the Apprenticeship Programme, the Apprentices shall advance on the pay grid for the programme as set out in article 3.4 herein and any applicable retroactive payment will be paid back to the date successful completion of the step was completed as evidenced on the Ministry documentation.
- (b) (i) An Apprentice who registers in an apprenticeship programme and is accepted shall be placed on the applicable classification seniority list for the skilled trade he/she is registered in effective the date of the posting in which he/she applied and was accepted to, with a “special circumstances” designation. Special circumstances are defined as when an apprentice has posted into a position but does not train in that position until the apprenticeship program is completed.
- (ii) Upon providing the following documents in a form satisfactory to the Corporation, the “special circumstances” designation shall be removed and shall no longer apply:
1. Certificate from the MTCU evidencing completion of the required hours of apprenticeship and certification in the applicable skilled trade; and
 2. Documentation evidencing completion of any other qualifications deemed necessary for the classification as required by the job posting for the classification at the time the apprentice was accepted for the program.
- (c) Upon providing the documentation listed in article 3.7(b)(ii), the employee shall be paid the rate of pay of the applicable Certified Skilled Trade when working in the Classification in accordance with the collective agreement from the date upon which they provide proof to the Corporation that they successfully obtained Ministry Certification in the skilled trade, and any applicable retroactive payment shall be paid back to the date of certification as evidenced on the Ministry documentation. The Employee shall remain at the last apprentice level of pay until they provide the documentation listed in Article 3.7(b)(ii).
- (d) It is understood by the parties that successful completion of the Apprenticeship program and achievement of the certificates outlined in Article (c) above do not guarantee that the Corporation will be in a position to provide a permanent position to the Apprentice in the applicable skilled trade. In such a case, upon completion of the Apprenticeship program, the Employee when not working in the applicable skilled trade shall work in the appropriate classification as determined by the Collective Agreement.
- 3.8 (a) When an employee is required to attend school for the Apprenticeship Programme and the required schooling is not available after regular working hours, the Corporation will make reasonable efforts to accommodate the employee during the time period he/she is attending school. When an employee is required to attend school for the Apprenticeship Programme and the required schooling is offered as an intensive course during the employee’s regular working hours, a leave of absence without pay, but without loss of

benefits, including vacation accrual, save and except the OMERS pension benefit which shall be dealt with as set out in 3.8 (b) herein, may be granted, unless the employee chooses to use vacation or banked overtime. While an employee is required to attend school for the Apprenticeship program he/she shall not suffer loss of seniority. In no circumstances, shall an employee receive any wages for attending school or for any other Programme related activities that remove him/her from the workplace.

(b) With respect to the OMERS pension benefit while on a leave of absence without pay, the employee may elect to purchase their contribution to the OMERS pension plan and if such election is made, the Corporation will pay the matching employer contribution subject to rules as outlined by OMERS. However, should the employee elect not to purchase their OMERS service, the Corporation shall be under no obligation to make any contribution to the OMERS pension plan for the period of time upon which the Employee is on the granted leave of absence without pay on the employee's behalf.

3.9 The Employee may apply and will be paid in accordance with the Learning & Development Opportunities Policy and Program for reimbursement, which is to be paid by the Department as such training is Department specific training. A tool allowance will be provided upon acceptance into the program in accordance with Article 22.05 should tools be required for the apprenticeship program.

4.0 Responsibilities of the Apprentice

4.1 An accurate record shall be kept of the hours worked by each apprentice under the Apprenticeship Programme. The tracking of the Apprenticeship hours shall be recorded on appropriate forms and the employee shall provide a copy to the Union and their Supervisor annually. Any hours not specifically associated with the applicable skilled trade will not count towards the Apprenticeship Programme.

4.2 All individuals participating in the Apprenticeship Training Program will be required to immediately sign the standard Provincial Apprenticeship Agreement between the Apprentice and the Employer. **The transfer date into the Apprenticeship Training Program becomes effective once the Registered Training Agreement is in place and signed by all parties.**

Employees will be entered into the program at the earliest possible date and enrolment will not be delayed as a result of the 120 probationary period.

4.3 All apprentices in the program shall be governed by requirement, regulations, and standards as administered by the MTCU and by policies established by the City of Windsor.

4.4 The Apprentice will be responsible for, in part as per Ministry Requirements: tracking their hours, getting their training units signed off by the appropriate manager, attending the in-class portion of the Apprenticeship program and preparing to write the Certification of Qualification exam (if applicable).

4.5 A strong commitment and desire to gain skilled work techniques is required to complete the program. Most apprenticeships take two to five years to complete depending on the trade. At the time of registration, prior education and work experience may be reviewed by the Ministry to potentially reduce the length of the program. If an adjustment is made by the Ministry giving an employee additional credit that reduces the length of the programme for that employee, said employees rate of pay shall be adjusted accordingly to correspond with the remaining length of the programme and the incremental rate that is applicable, effective the date in which the employee provides proof from the Ministry to the Corporation.

5.0 Apprenticeship Committee

5.1 The parties further agree to establish an apprenticeship Committee consisting of two (2) representatives from the Corporation and two (2) representatives from the Union to meet as necessary from time to time to review the progress of on-going apprenticeships and discuss or make recommendations for improvement to the programme. The Supervisor and a mentor from Local 82 will meet with the apprentice prior to the 90 day evaluation to review his/her progress.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 Where the introduction of technological change or new methods of operation will displace (or result in the lay-off of) any employee, the employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implications with the Union before putting such technological change or new method of operations in place. The Corporation will make every effort to retrain or provide alternative employment for such employees.

ARTICLE 31 - CORRESPONDENCE

31.01 All correspondence between the Parties arising out of this agreement shall be addressed to the Executive Director of Human Resources or designate and to the Recording Officer of the Union as the case may be.

ARTICLE 32 - INTERPRETATION

32.01 Whenever the masculine or singular has been used throughout this agreement it shall be deemed to include the feminine or plural where the context so allows or requires.

ARTICLE 33 - TERM OF AGREEMENT AND RETROACTIVITY

33.01 Excepting as otherwise provided herein, the terms of this agreement shall apply from the 1st day of January, **2025**, and shall remain in force until the 31st day of December, 2028.

Proposals to revise or amend this agreement shall be exchanged by the parties on the third Friday in September of **2028**, and negotiations between the parties shall begin by not later

than the third Friday of October in **2028**. If pursuant to such negotiations an agreement on revision or amendment is not reached prior to the current expiration date, this agreement shall remain in full force and effect after such expiration date in accordance with the provisions of the Labour Relations Act.

- 33.02 Where, by the terms of this agreement, any benefit is provided which is an improvement upon that which was provided by the terms of the immediately preceding collective agreement which expired on December 31, **2024**, such improved benefit or new benefit shall be deemed to apply only to such persons as were employed by the Corporation as of the date of the vote on this offer if accepted by the Union members.

The effective dates of application of such improved benefit shall be as follows:

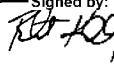
Wages - shall be paid retroactively to January 1 in each of the respective years as set out in Article 24.

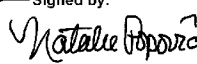
Green Shield Coverage - shall be afforded in accordance with Article 20.01.

- 33.03 Copies of the Collective Agreement shall be printed and distributed in a booklet format approved by the Union, to all Local 82 members, no later than 90 days after the final signing of the Collective Agreement by all necessary parties. The cost of printing the booklets shall be shared by Union and Management on a 50-50 cost sharing basis.




IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper officers in that behalf, respectively.

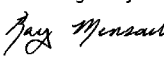
WINDSOR MUNICIPAL EMPLOYEES
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 82

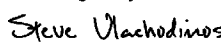
Signed by:

50FA1B51DFC34FA...
President, CUPE Local 82

Signed by:

4952305E50DE414...
Recording Officer, CUPE Local 82

THE CORPORATION OF THE CITY OF WINDSOR

Authority <u>CR107/2025</u> Approved as to Form & Content  Legal Counsel	Authority <u>CR107/2025</u> Approved as to Content  ED, Human Resources	Authority <u>CR107/2025</u> Approved as to Content  Manager, Employee Relations
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DocuSigned by:

5530FA432045473...
Chief Administrative Officer

DocuSigned by:

505BA1BBBD06476...
City Clerk

We have authority to bind the Corporation

C.U.P.E. LOCAL 82													
SALARY SCHEDULE "A-1" - PUBLIC WORKS - OPERATIONS BRANCH - JOBS NOT RATED BY JJE													
		<u>DRIVING QUAL. OR CERT. LEVEL</u>	<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>2025-01-01 RATE 1.5%</u>	<u>2025-07-01 RATE 1.75%</u>	<u>2026-01-01 RATE 1.5%</u>	<u>2026-07-01 RATE 1.75%</u>	<u>2027-01-01 RATE 1.5%</u>	<u>2027-07-01 RATE 1.75%</u>	<u>2028-01-01 RATE 2%</u>	<u>2028-07-01 RATE 2%</u>
<u>CLASSIFICATION 61.00</u>													
82004	Asphalt Recycler	A B & C	Public Works - Operations	40.00	Hourly	33.68	34.27	34.78	35.39	35.92	36.55	37.28	38.03
<u>CLASSIFICATION 61.10</u>													
82009	Cabinet Maker	B & C	Public Works - Operations	40.00	Hourly	32.70	33.27	33.77	34.36	34.88	35.49	36.2	36.92
82008	Non-Certified Body Bump & Paint	A B & C	Public Works - Operations										
<u>CLASSIFICATION 61.20</u>													
82013	2 C.Y. & Over Front End Loader	A B & C	Public Works - Operations	40.00	Hourly	31.39	31.94	32.42	32.99	33.48	34.07	34.75	35.45
82012	Gradall	A B & C	Public Works - Operations										
TBD	Heater Planer	A B & C	Public Works - Operations										
<u>CLASSIFICATION 62.20 - OPERATOR II (B)</u>													
82023	Flusher	A B & C	Public Works - Operations	40.00	Hourly	30.03	30.56	31.02	31.56	32.03	32.59	33.24	33.9
82025	Hoisting Engineer - Lift Truck Operator	A B & C	Public Works - Operations										
82022	Sweeper	A B & C	Public Works - Operations										
<u>CLASSIFICATION 62.20 - SKILLED LABOURER</u>													
82029	Painter	C	Public Works - Operations	40.00	Hourly	30.03	30.56	31.02	31.56	32.03	32.59	33.24	33.9
<u>CLASSIFICATION 63.15 - OPERATOR III (C)</u>													
82036	Semi Skilled Labourer		Public Works - Operations	40.00	Hourly	29.08	29.59	30.03	30.56	31.02	31.56	32.19	32.83

C.U.P.E. LOCAL 82													
SALARY SCHEDULE "A-1" - PUBLIC WORKS - OPERATIONS BRANCH - JOBS NOT RATED BY JJE													
		<u>DRIVING QUAL. OR CERT. LEVEL</u>	<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>2025-01-01 RATE</u> 1.5%	<u>2025-07-01 RATE</u> 1.75%	<u>2026-01-01 RATE</u> 1.5%	<u>2026-07-01 RATE</u> 1.75%	<u>2027-01-01 RATE</u> 1.5%	<u>2027-07-01 RATE</u> 1.75%	<u>2028-01-01 RATE</u> 2%	<u>2028-07-01 RATE</u> 2%
<u>CLASSIFICATION 63.20 - OPERATOR III (D)</u>													
82040	Road Roller	B & C	Public Works - Operations	40.00	Hourly	28.77	29.27	29.71	30.23	30.68	31.22	31.84	32.48
82037	Weed Sprayer	B & C	Public Works - Operations										
TBD	Wheel Tractor with F.E.L.	B & C	Public Works - Operations										
82038	Wheel Tractor with Mower	B & C	Public Works - Operations										
<u>CLASSIFICATION 63.20 - SEMI-SKILLED LABOURER</u>													
82044	Animal Control	B & C	Public Works - Operations	40.00	Hourly	28.77	29.27	29.71	30.23	30.68	31.22	31.84	32.48
82042	Mechanic Other Than Motor	A B & C	Public Works - Operations										
82045	Yard Telephone Attendant	C	Public Works - Operations										
<u>CLASSIFICATION 64.10 - OPERATOR IV (B)</u>													
82047	Truck Driver "B" (10,000 to 17,999 lbs G.V.W.)	B & C	Public Works - Operations	40.00	Hourly	27.91	28.4	28.83	29.33	29.77	30.29	30.9	31.52
<u>CLASSIFICATION 64.20 - OPERATOR IV (C) - LABOURER - CLASSIFIED</u>													
82051	Caretaker	NIL	Public Works - Operations	40.00	Hourly	27.57	28.05	28.47	28.97	29.4	29.91	30.51	31.12
82050	Grade Setter	NIL	Public Works - Operations										
82049	Landfill Service Attendant	B & C	Public Works - Operations										
82046	Security Guard	NIL	Public Works - Operations										
<u>CLASSIFICATION 64.20 - OPERATOR IV (C) - LABOURER - GENERAL</u>													
82055	Asphalt Raker *	NIL	Public Works - Operations	40.00	Hourly	27.57	28.05	28.47	28.97	29.4	29.91	30.51	31.12
82054	Basic Labourer	NIL	Public Works - Operations										
82056	Jack Hammer **	NIL	Public Works - Operations										
	* 10 cents premium when working at job												
	** 5 cents premium when working at job												

C.U.P.E. LOCAL 82													
SALARY SCHEDULE "A-1" - PUBLIC WORKS - OPERATIONS BRANCH - JOBS NOT RATED BY JJE													
		<u>DRIVING QUAL. OR CERT. LEVEL</u>	<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>2025-01-01 RATE 1.5%</u>	<u>2025-07-01 RATE 1.75%</u>	<u>2026-01-01 RATE 1.5%</u>	<u>2026-07-01 RATE 1.75%</u>	<u>2027-01-01 RATE 1.5%</u>	<u>2027-07-01 RATE 1.75%</u>	<u>2028-01-01 RATE 2%</u>	<u>2028-07-01 RATE 2%</u>
<u>CLASSIFICATION 65.20</u>													
82074	Probationary Labourer	NIL	Public Works - Operations	40.00	Hourly	26.49	26.95	27.35	27.83	28.25	28.74	29.31	29.9
82058	Ticket Taker and Weight Checker	C	Public Works - Operations										
<u>CLASSIFICATION 66.20</u>													
TBD	Student		Public Works - Operations	40.00	Hourly	18.75	19.08	19.37	19.71	20.01	20.36	20.77	21.19

C.U.P.E. LOCAL 82													
SALARY SCHEDULE "A-2" - PUBLIC WORKS - POLLUTION CONTROL BRANCH - JOBS NOT RATED BY JJE													
		<u>DRIVING QUAL. OR CERT. LEVEL</u>	<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>2025-01-01 RATE 1.5%</u>	<u>2025-07-01 RATE 1.75%</u>	<u>2026-01-01 RATE 1.5%</u>	<u>2026-07-01 RATE 1.75%</u>	<u>2027-01-01 RATE 1.5%</u>	<u>2027-07-01 RATE 1.75%</u>	<u>2028-01-01 RATE 2%</u>	<u>2028-07-01 RATE 2%</u>
<u>CLASSIFICATION 74.20</u>													
82071	Sewage Mechanical Labourer Trainee	Nil	Public Works - Environmental	40.00	Hourly	27.57	28.05	28.47	28.97	29.40	29.91	30.51	31.12
<u>CLASSIFICATION 75.20</u>													
82074	Probationary Labourer	Nil	Public Works - Environmental	40.00	Hourly	26.41	26.87	27.27	27.75	28.17	28.66	29.23	29.81
<u>CLASSIFICATION 76.20</u>													
TBD	Student	Nil	Public Works - Environmental	40.00	Hourly	18.75	19.08	19.37	19.71	20.01	20.36	20.77	21.19

C.U.P.E. LOCAL 82													
SALARY SCHEDULE "A-3" - PARKS AND RECREATION DEPARTMENT - JOBS NOT RATED BY JJE													
		DRIVING QUAL. OR CERT. LEVEL	DEPARTMENT	HRS/WK	PAY FREQ	2025-01-01 RATE 1.5%	2025-07-01 RATE 1.75%	2026-01-01 RATE 1.5%	2026-07-01 RATE 1.75%	2027-01-01 RATE 1.5%	2027-07-01 RATE 1.75%	2028-01-01 RATE 2%	2028-07-01 RATE 2%
CLASSIFICATION 81.20													
82080	Equipment Repairer ¹	A B & C	Community & Protective Serv - Parks & Recreation	40.00	Hourly	31.39	31.94	32.42	32.99	33.48	34.07	34.75	35.45
82116	Equipment Repairer - Pool Operator ¹	A B & C	Community & Protective Serv - Parks & Recreation										
CLASSIFICATION 82.20													
82086	Cement Finisher **	B & C	Community & Protective Serv - Parks & Recreation	40.00	Hourly	30.03	30.56	31.02	31.56	32.03	32.59	33.24	33.90
	** 30 cents premium when working on cut field stone												
CLASSIFICATION 83.10													
82089	Facilities Services Attendant ¹	A B & C	Community & Protective Serv - Parks & Recreation	40.00	Hourly	29.08	29.59	30.03	30.56	31.02	31.56	32.19	32.83
82091	Gang Mower Operator	B & C	Community & Protective Serv - Parks & Recreation										
82093	Rink Attendant "A" - Winter Operations	B & C	Community & Protective Serv - Parks & Recreation										
CLASSIFICATION 83.20													
82096	Refuse Packer Driver	A B & C	Community & Protective Serv - Parks & Recreation	40.00	Hourly	28.77	29.27	29.71	30.23	30.68	31.22	31.84	32.48
CLASSIFICATION 84.05													
82097	Truck Driver "B" *	B & C	Community & Protective Serv - Parks & Recreation	40.00	Hourly	27.91	28.40	28.83	29.33	29.77	30.29	30.90	31.52
	* Receives 25 cents per hour premium while pulling triple axle trailer												
	* Receives rate of Grade 82.20 per hour while in plowing operation												
CLASSIFICATION 84.10													
82099	Forestry Assistant	B & C	Community & Protective Serv - Parks & Recreation	40.00	Hourly	27.83	28.32	28.74	29.24	29.68	30.20	30.80	31.42
82101	General Duties I *		Community & Protective Serv - Parks & Recreation										
	* Receives 10 cents per hour premium when working on Bowling Greens												

C.U.P.E. LOCAL 82													
SALARY SCHEDULE "A-3" - PARKS AND RECREATION DEPARTMENT - JOBS NOT RATED BY JJE													
		DRIVING QUAL. OR CERT. LEVEL	DEPARTMENT	HRS/WK	PAY FREQ	2025-01-01 RATE 1.5%	2025-07-01 RATE 1.75%	2026-01-01 RATE 1.5%	2026-07-01 RATE 1.75%	2027-01-01 RATE 1.5%	2027-07-01 RATE 1.75%	2028-01-01 RATE 2%	2028-07-01 RATE 2%
CLASSIFICATION 84.20													
82103	Rink Attendant "B"	B & C	Community & Protective Serv - Parks & Recreation	40.00	Hourly	27.57	28.05	28.47	28.97	29.40	29.91	30.51	31.12
TBD	Refuse Collector **	B & C	Community & Protective Serv - Parks & Recreation										
	** 5 cents premium when working at this job												
CLASSIFICATION 85.20													
82075	General Duties III (Probationary Labourer)	Nil	Community & Protective Serv - Parks & Recreation	40.00	Hourly	26.49	26.95	27.35	27.83	28.25	28.74	29.31	29.90
CLASSIFICATION 86.20													
TBD	Student		Community & Protective Serv - Parks & Recreation	40.00	Hourly	18.75	19.08	19.37	19.71	20.01	20.36	20.77	21.19
† May Drive "A" truck if "B" or "C" truck not available													

CUPE LOCAL 82																						
SALARY SCHEDULE "A-4" - JOINT JOB EVALUATION BANDS																						
		DRIVING QUAL. OR CERT. LEVEL	DEPARTMENT	HRS/WK	PAY FREQ	2025-01-01 RATE 1.5%	2025-01-01 GP RATE 1.5%	2025-07-01 RATE 1.75%	2025-07-01 GP RATE 1.75%	2026-01-01 RATE 1.5%	2026-01-01 GP RATE 1.5%	2026-07-01 RATE 1.75%	2026-07-01 GP RATE 1.75%	2027-01-01 RATE 1.5%	2027-01-01 GP RATE 1.5%	2027-07-01 RATE 1.75%	2027-07-01 GP RATE 1.75%	2028-01-01 RATE 2%	2028-01-01 GP RATE 2%	2028-07-01 RATE 2%	2028-07-01 GP RATE 2%	
BAND 1																						
82098	Caretaker Community Centres	C	Parks & Rec	40.00	Hourly	27.83		28.32		28.74		29.24		29.68		30.20		30.80		31.42		
82052	Caretaker - Yard Attendant *	Nil	Public Works - Environmental																			
82052	Caretaker - Yard Attendant	B & C	Public Works - Operations																			
82046	Security Guard - Crawford	Nil	Public Works - Operations																			
* 10 cent premium when working at this job																						
BAND 2																						
82095	Truck Driver "A" (Over 18,000 G.V.W.)	A B & C	Parks & Rec	40.00	Hourly	28.86		29.37		29.81		30.33		30.78		31.32		31.95		32.59		
82048	Service Attendant (Operator IV)	B & C	Public Works - Operations																			
82041	Truck Driver "A" (Operator III) (Over 18,000 G.V.W.)	A B & C	Public Works - Operations																			
BAND 3																						
82102	Equipment Operators (under 30 H.P.)	B & C	Parks & Rec	40.00	Hourly	29.86		30.38		30.84		31.38		31.85		32.41		33.06		33.72		
	- 3 Unit Mowers																					
	- Out Front Rotary Mowers (ride on)																					
	- Howard Rotovator																					
	- Centre Mount Rotary Mowers (ride on)																					
	- Powered Rollers																					
	- Trencher																					
82041	Oper III Truck Driver A	A B & C	Parks & Rec																			
82085	Truck Driver 'A' (Over 18,000 G.V.W.)	A B & C	Parks & Rec																			
82095	Truck Driver A	A B & C	Parks & Rec																			
82104	General Duties II - Labourer	C	Parks & Rec																			
82100	Horticulturist IV	B & C	Parks & Rec																			
82123	Caretaker/Pool Maintenance Operator	A B & C	Parks & Rec																			
82130	Showmobile	A B & C	Parks & Rec																			
82104	General Duties II - Labourer	Nil	Public Works - Environmental																			
82043	Compound Attendant/Stockkeeper	A B & C	Public Works - Operations																			
82104	General Duties II - Labourer	C	Public Works - Operations																			
82019	Stockkeeper (GP)	C	Public Works - Operations				31.11	31.65		32.12		32.68		33.17		33.75		34.43		35.12		
82021	Weigh Scale Technician (GP)	Nil	Public Works - Operations				30.47	31.00		31.47		32.02		32.50		33.07		33.73		34.40		
BAND 4																						
82103	Outdoor Rink Attendant "B"	B & C	Parks & Rec	40.00	Hourly	30.86		31.40		31.87		32.43		32.92		33.50		34.17		34.85		
82094	Parksperson/Service Attendant	A B & C	Parks & Rec																			
82090	Tractor/Operator Landscaper ¹	A B & C	Parks & Rec																			
82013	2 C.Y. & Over Front End Loader	A B & C	Public Works - Operations																			
82020	Front Loading Refuse Packer (Dempster)	A B & C	Public Works - Operations																			
82010	Grader (GP)	A B & C	Public Works - Operations					31.39	31.94		32.42		32.99		33.48		34.07		34.75		35.45	
82014	Hydraulic Backhoe (GP)	A B & C	Public Works - Operations					31.39	31.94		32.42		32.99		33.48		34.07		34.75		35.45	
82033	Refuse Collector - Driver, 2 Man Packer	A B & C	Public Works - Operations																			
82015	Snow Blower Operator (GP)	A B & C	Public Works - Operations					31.39	31.94		32.42		32.99		33.48		34.07		34.75		35.45	
82005	Stockkeeper - Expediter (GP)	C	Public Works - Operations					33.68	34.27		34.78		35.39		35.92		36.55		37.28		38.03	
82003	Transfer Station Operator (GP)	A B & C	Public Works - Operations					33.68	34.27		34.78		35.39		35.92		36.55		37.28		38.03	
82028	Utility Attendant	A B & C	Public Works - Operations																			
82016	Vacuum Street Sweeper Operator (GP)	A B & C	Public Works - Operations					31.39	31.94		32.42		32.99		33.48		34.07		34.75		35.45	

CUPE LOCAL 82																							
SALARY SCHEDULE "A-4" - JOINT JOB EVALUATION BANDS																							
	DRIVING QUAL. OR CERT. LEVEL	DEPARTMENT	HRS/WK	PAY FREQ	2025-01-01	2025-01-01	2025-07-01	2025-07-01	2026-01-01	2026-01-01	2026-07-01	2026-07-01	2027-01-01	2027-01-01	2027-07-01	2027-07-01	2028-01-01	2028-01-01	2028-07-01	2028-07-01	2027-07-01	2027-07-01	
					RATE	GP RATE	RATE	GP RATE	RATE	GP RATE	RATE	GP RATE	RATE	GP RATE	RATE	GP RATE	RATE	GP RATE	RATE	GP RATE	RATE	GP RATE	RATE
					1.5%	1.5%	1.75%	1.75%	1.5%	1.5%	1.75%	1.75%	1.5%	1.5%	1.75%	1.75%	2%	2%	2%	2%			
BAND 5																							
82081	Certified Welder ¹	A B & C	Parks & Rec	40.00	Hourly	31.86		32.42		32.91		33.49		33.99		34.58		35.27		35.98			
82138	Heavy Equipment Operator	A B & C	Parks & Rec																				
82124	One Man Packer	A B & C	Parks & Rec																				
82066	Pollution Control Mechanic Trainee	Nil	Public Works - Environmental																				
82081	Certified Welder	A B & C	Public Works - Operations																				
82138	Heavy Equipment Operator	A B & C	Public Works - Operations																				
82018	Interceptor Chamber Service Attendant	B & C	Public Works - Operations																				
82030	Private Drainer Cleaner (EEL)	B & C	Public Works - Operations																				
82034	Sewer Cleaning Machine	A B & C	Public Works - Operations																				
82026	Sewer Flushing Machine	B & C	Public Works - Operations																				
82035	Sewer Rodding Machine	B & C	Public Works - Operations																				
82024	Shu-Pak 1-Man Packer	A B & C	Public Works - Operations																				
82027	Winter Control Operator	A B & C	Public Works - Operations																				
BAND 6																							
82083	Horticulturist II ¹	A B & C	Parks & Rec	40.00	Hourly	32.86		33.44		33.94		34.53		35.05		35.66		36.37		37.10			
82127	Facility Operator	Nil	Public Works - Environmental																				
82061	Instrument Mechanic (GP)	Nil	Public Works - Environmental				33.68		34.27		34.78		35.39		35.92		36.55		37.28		38.03		
82136	Refuse Collector - 1 Person Packer	A B & C	Public Works - Operations																				
82128	Waste Collection Operator	Nil	Public Works - Environmental																				
82032	Vehicle Maintainer	A B & C	Public Works - Operations																				
82126	Certified Playground Inspector ¹	A B & C	Parks & Rec																				
82140	Parks Operator	A B & C	Parks & Rec																				
BAND 7																							
82084	Certified Painter	C	Parks & Rec	40.00	Hourly	33.91		34.50		35.02		35.63		36.16		36.79		37.53		38.28			
82088	Forestry III	A B & C	Parks & Rec																				
82059	Horticulturist I ¹	A B & C	Parks & Rec																				
82087	Horticulturist III ¹	A B & C	Parks & Rec																				
82115	Stone Mason ¹	A B & C	Parks & Rec																				
82092	Rink Attendant "A" Full-Time	B & C	Parks & Rec																				
BAND 8																							
82079	Certified Refrigeration "B" Operator	B & C	Parks & Rec	40.00	Hourly	34.94		35.55		36.08		36.71		37.26		37.91		38.67		39.44			
82129	Float/Yard Attendant	A B & C	Parks & Rec																				
82031	Road Maintainer	A B & C	Public Works - Operations																				
82082	Forestry II ¹	A B & C	Parks & Rec																				
82011	Sewer Maintainer	A B & C	Public Works - Operations																				
BAND 9																							
82114	Certified Carpenter ³	A B & C	Parks & Rec	40.00	Hourly	35.91		36.54		37.09		37.74		38.31		38.98		39.76		40.56			
82006	Truck/Trailer Technician/Welder/Fabricator ³	A B & C	Public Works - Operations																				

CUPE LOCAL 82																					
SALARY SCHEDULE "A-4" - JOINT JOB EVALUATION BANDS																					
		DRIVING QUAL. OR CERT. LEVEL	DEPARTMENT	HRS/WK	PAY FREQ	2025-01-01 RATE 1.5%	2025-01-01 GP RATE 1.5%	2025-07-01 RATE 1.75%	2025-07-01 GP RATE 1.75%	2026-01-01 RATE 1.5%	2026-01-01 GP RATE 1.5%	2026-07-01 RATE 1.75%	2026-07-01 GP RATE 1.75%	2027-01-01 RATE 1.5%	2027-01-01 GP RATE 1.5%	2027-07-01 RATE 1.75%	2027-07-01 GP RATE 1.75%	2028-01-01 RATE 2%	2028-01-01 GP RATE 2%	2028-07-01 RATE 2%	2028-07-01 GP RATE 2%
BAND 10																					
82001	Certified Body Bump & Paint	A B & C	Public Works - Operations	40.00	Hourly	36.98		37.63		38.19		38.86		39.44		40.13		40.93		41.75	
82141	Certified Mechanic I	A B & C	Public Works - Operations																		
BAND 10a																					
82063	Wastewater Collection Operator ² *		Public Works - Environmental	40.00	Hourly																
82064	Wastewater Treatment Operator ² *		Public Works - Environmental																		
	* Step 1 - Class OIT (as per MOA 2015-056 eff 10-20-2015)				Step 1	30.86		31.40		31.87		32.43		32.92		33.50		34.17		34.85	
	* Step 2 - Class I (as per MOA 2015-056 eff 10-20-2015)				Step 2	32.39		32.96		33.45		34.04		34.55		35.15		35.85		36.57	
	* Step 3 - Class II (as per MOA 2015-056 eff 10-20-2015)				Step 3	33.91		34.50		35.02		35.63		36.16		36.79		37.53		38.28	
	* Step 4 - Class III (as per MOA 2015-056 eff 10-20-2015)				Step 4	35.45		36.07		36.61		37.25		37.81		38.47		39.24		40.02	
	* Step 5 - Class IV (as per MOA 2015-056 eff 10-20-2015)				Step 5	36.98		37.63		38.19		38.86		39.44		40.13		40.93		41.75	
BAND 11																					
82002	Certified Automotive Service Technician ³	A B & C	Parks & Rec	40.00	Hourly	38.08		38.75		39.33		40.02		40.62		41.33		42.16		43.00	
82002	Certified Automotive Service Technician ³	A B & C	Public Works - Operations																		
82109	Certified Plumber ³	A B & C	Parks & Rec																		
82131	Facilities Technician (Journeyman) ³	Nil	Parks & Rec				39.37		40.06		40.66		41.37		41.99		42.72		43.57		44.44
82077	Certified Electrician ³	A B & C	Parks & Rec																		
BAND 12																					
82062	Chief Wastewater Treatment Operator ²	III or IV	Public Works - Environmental	40.00	Hourly	39.09		39.77		40.37		41.08		41.70		42.43		43.28		44.15	
82007	Pollution Control Mechanic ³	Nil	Public Works - Environmental																		
BAND 13																					
82060	Instrument Electrical/Electronic Technologist ³ (GP)	Nil	Public Works - Environmental	40.00	Hourly	40.08		40.78		41.39		42.11		42.74		43.49		44.36		45.25	

¹ May Drive "A" truck if "B" or "C" truck not available
² Effective July 1, 2022, a premium of 10% of the hourly rate when working as Overall Responsible Operator (ORO) on shift
³ Effective July 1, 2022 and for the term of the 2022-2024 Collective Agreement, a 10% premium on the base wage of identified skilled trades

SCHEDULE "B"

LOCAL 82 C.U.P.E.
HOURS OF WORK - AS REFERRED TO IN ARTICLE 16.01

All days off within Schedule "B" shall be consecutive unless mutually agreed upon between the Corporation and the Union Executive.

Where a shift commences on one calendar day and finishes on a subsequent calendar day, it shall be considered that all hours worked fall on the day where the greatest number of hours occur for the purpose of calculating shift premiums and overtime. If the hours are equal, it will be deemed that the shift fell on the day providing the highest remuneration.

Normal winter hours shall fall between the 1st week of November and the 1st week of December

Normal summer hours shall fall between the 1st week of April and the 1st week of May

The first day of an employee's work week shall be the first day they are scheduled to work in a work week.

PUBLIC WORKS DEPARTMENT
OPERATIONS BRANCH
FLEET DIVISION

Regular Hours	Day Shift #1	6:30 a.m. to 2:30 p.m. Monday to Friday
	Day Shift #2	6:00 a.m. to 4:00 p.m. Monday to Thursday or Tuesday to Friday
	Afternoon Shift #1	2:30 p.m. to 10:30 p.m. Monday to Friday
	Afternoon Shift #2	12:00 p.m. to 10:00 p.m. Monday to Thursday or Tuesday to Friday
	Night Shift	10:30 p.m. to 6:30 a.m. Monday to Friday (Winter months) *Shift starts Sunday Evening

MAINTENANCE DIVISION

Regular Hours	Day Shift #1	6:30 a.m. to 2:30 p.m. Monday to Friday
	Day Shift #2	6:30 a.m. to 4:30 p.m. Monday to Thursday Or Tuesday to Friday

ENVIRONMENTAL SERVICES DIVISION

NEW
Facility Operator

- Shift #1 7:30 a.m. to 5:30 p.m. or
8:30 a.m. to 6:30 p.m.
Monday thru Thursday

- Shift #2 7:30 a.m. to 5:30 p.m. or
8:30 a.m. to 6:30 p.m.
Wednesday thru Saturday

- Shift #3 7:30 a.m. to 5:30 p.m. or
8:30 a.m. to 6:30 p.m.
Monday, Tuesday,
Friday, Saturday

- Shift #4 7:00 a.m. to 3:00 p.m.
7:30 a.m. to 3:30 p.m.
8:00 a.m. to 4:00 p.m.
8:30 a.m. to 4:30 p.m.
Monday thru Friday
(Winter months)

- Shift #5 8:30 a.m. to 6:30 p.m.
Tuesday thru Friday**

Waste Collection Operator

- Shift #1 8:00 a.m. to 4:00 p.m.
Monday thru Friday
(Winter hours only)

- Shift #2 6:30 a.m. to 4:30 p.m.
Monday thru Thursday or
Tuesday thru Friday

- Shift #3 7:30 a.m. to 5:30 p.m.
Monday thru Thursday or
Tuesday thru Friday or
Wednesday thru Saturday

- Shift #4 10:00 p.m. to 6:00 a.m.
Monday thru Friday
*Shift starts Sunday evening
Or
Tuesday thru Saturday
*Shift starts Monday evening
(Consisting of 5 day work week)

Shift #5 9:00 p.m. to 7:00 a.m.
Sunday **thru** Wednesday or
Monday **thru** Thursday or
Tuesday **thru** Friday
(Summer hours only)

Shift #6 11:00 p.m. to 7:00 a.m.
Monday thru Friday
*Shift starts Sunday night

Shift #7 2:30 p.m. to 10:30 p.m.
Monday thru Friday or
Tuesday thru Saturday

Shift #8 (Front End Loader Only)
6:00 a.m. to 4:00 p.m.
Monday thru Thursday or
Tuesday thru Friday

Shift #9 (NES Recycle Only)
5:30 a.m. to 3:30 p.m.
Tuesday thru Friday

POLLUTION CONTROL BRANCH

Wastewater Collection Operators

6:30 a.m. to 2:30 p.m.
Or
7:00 a.m. to 3:00 p.m.
Monday thru Friday

Wastewater Treatment Operator

6:30 a.m. to 2:30 p.m.
Or
7:00 a.m. to 3:00 p.m.
Monday thru Friday

Wastewater Treatment Operators on a two-Shift Schedule

The requirements for an afternoon shift will depend on plant operating conditions. When a 2:00 p.m. to 10:00 pm shift is required for an extended period of time, the Wastewater Treatment Operators will rotate, taking two shift weeks on days and subsequently two shift weeks on afternoons. The regular work schedule shall consist of five (5) 8-hour days, Monday through Friday.

Should an emergency situation occur, a three (3) shift schedule shall be put in place:

Caretakers

10:00 p.m. to 6:00 a.m.
Monday thru Friday
6:00 a.m. to 2:00 p.m.
Monday thru Friday

12 Hour Shifts for Chief Operators

With regards to Chief Operator shift overage on a day to day basis, when a shift vacancy occurs, the spare shift Chief Operator for the week will be asked to work. If the spare Chief Operator is available, they will be paid at straight time for the shift provided 24 hour notice is given, on their scheduled spare days.

Little River:

The day shift will commence at 7:00 a.m. and end at 7:00 p.m.
The night shift will commence at 7:00 p.m. and end at 7:00 a.m. on the following day.

Lou Romano:

The day shift will commence at 6:00 a.m. and end at 6:00 p.m.
The night shift will commence at 6:00 p.m. and end at 6:00 a.m. on the following day.

**PARKS, RECREATION AND FACILITIES
ARENA & RINK OPERATIONS**

Refrigeration Operators	7:30 a.m. to 3:30 p.m.
Rink Attendant - "A"	3:30 p.m. to 11:30 p.m.
Rink Attendant - "B"	11:30 p.m. to 7:30 a.m.
	Sunday thru Thursday
	Tuesday thru Saturday
	and Statutory Holidays

Parks Service Attendants	7:00 a.m. to 3:00 p.m.
	3:00 p.m. to 11:00 p.m.
	11:00 pm to 7:00 a.m.
	Monday through Sunday
	and Statutory Holidays

General Duties II:	7:00 a.m. to 3:00 p.m.
	Monday through Saturday
	and Statutory Holidays

Caretaker/Pool Operator - Community Centre	7:00 a.m. to 3:00 p.m.
	3:00 p.m. to 11:00 p.m.
	11:00 p.m. to 7:00 a.m.
	Monday through Sunday
	and Statutory Holidays

Truck Driver "A" - Beautification Watering Program	7:00 a.m. to 3:00 p.m.
	3:00 p.m. to 11:00 p.m.
	11:00 p.m. to 7:00 a.m.
	Monday through Sunday
	and Statutory Holidays

Forestry Division

6:30 a.m. to 4:30 p.m.
Monday to Thursday or
Tuesday to Friday
(Summer Hours)

7:00 a.m. to 5:00 p.m.
Monday to Thursday or
Tuesday to Friday
(Winter Hours)

Security Staff
Crawford

Afternoon Shift

4:00pm to Midnight
Sunday through Saturday

Night Shift

Midnight to 8:00 am
Sunday through Saturday

Weekend Shift

8:00am to 4:00pm
Saturday, Sunday and Holidays

Horticulturist I:

7:00 a.m. to 3:00 p.m.
Sunday to Thursday
Or
Tuesday to Saturday
(Winter Hours)

7:00 a.m. to 3:00 p.m.
Monday to Friday
(Summer Hours)

Facility Technician

Day Shift

7:00 a.m. to 3:00 p.m.
Monday to Friday or
Sunday to Thursday or
Tuesday to Saturday

Afternoon Shift

2:00 p.m. to 10:00 p.m.
Monday to Friday or
Sunday to Thursday or
Tuesday to Saturday

Midnights
(For Maintenance Only)

11:00 p.m. to 7:00 a.m.
Monday to Friday or
Sunday to Thursday or
Tuesday to Saturday

SCHEDULE "C"

ASSUMING CAPPING AS OF JANUARY 1, 1986

Example - Gratuity cap January 1, 1986

Employee A

has on January 1, 1986, 400 days in his sick leave bank and therefore has the maximum possible number of days in the sick leave gratuity of 130 days.

- if he uses 100 days in 1986, he will have at the end of 1986 been credited with 18 days sick leave to the sick leave bank but also suffered a deduction of 100 days from the bank for a sick leave bank total of 318 days (400 + 18 - 100).
- the employee's gratuity does not change 130 days.

Employee B

has on January 1, 1986, 100 days in the sick leave bank and therefore has a gratuity of 50 days.

- if the employee in 1986 uses no sick days, his sick leave bank grows to 118 days - his gratuity however remains at 50 days. (Under the present system one-half of the credited days (9) would be added to the gratuity bank for a total of 59).
- the sick leave bank continues to grow in order to protect the employee in the event of illness.

Employee C

January, 1986

- has 200 days in the sick leave bank as of January 1, 1986 and therefore has a gratuity of 100 days (1/2 of 200, to a maximum of 130 days).
- If the employee suffers a long term illness of 30 days in 1986, he would at the end of 1986 have in his sick leave bank 188 days (200 + 18 - 30). (Please note that an employee who is on sick leave is still credited with one and half days per month sick leave even if absent for the whole month on sick leave.)
- therefore, since the sick leave bank has now been reduced from 200 to 188, the sick leave gratuity reduces to 94 days (1/2 of 188) as of December 31, 1986.

However

- Employee C who does suffer the reduction from 100 days to 94 days in 1986 will be allowed to increase his gratuity back to the capped limit of 100 days by increasing his sick leave bank.
- Therefore, if employee C, after reducing his gratuity to 94 days (as above) - increases his sick leave bank from 188 to say 206 (188 + 18) in 1987, his gratuity will return to the previous capped level of 100.
- If Employee C in 1987 credits 10 days to his sick leave bank (18 - 8 days ill in 1987), he therefore has 198 days in his sick leave bank at December 31, 1987, and therefore 99 days in the sick leave gratuity; similarly the 99 days could be increased or decreased in subsequent years to the gratuity cap of 100).

SCHEDULE "D"

EXAMPLES OF WAGE ADJUSTMENT BASED ON CONSUMER PRICE INDEX

Example #1

Assume Hourly Rate of \$15.00	
January 1, 2005 - apply 3.0%	\$15.45
January 1, 2006 - apply 3.0%	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 – apply 3.0%	\$16.88

On March 1, 2007

Assume Consumer Price Index (Canada) rise of 5.8% from December 31, 2005 to December 31, 2006.

- Deduct 5.5% from 5.8% = 0.3%

Apply 0.3% to 2006 rate of \$15.91 for a rate of \$15.96

- Then apply 2007 rate increase of 3.0% for a January 1, 2007 rate of \$16.44

- Then retroactively pay to January 1, 2007 only based on the \$16.93 rate minus pay already received at \$16.39

Consumer Price Index - is % change December 31, 2006 to December 31, 2007

Example #2

Assume Hourly Rate of \$15.00	
January 1, 2005 - apply 3.0% -	\$15.45
January 1, 2006 - apply 3.0% -	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 – apply 3.0-%	\$16.88

On March 1, 2007

Assume Consumer Price Index of 7% - since there is 6.0% cap on the Consumer Price Index rise - 5.5% is deducted from 6.0% to equal 0.5%.

- Apply 0.5% to 2006 rate of \$15.91 for a rate of \$15.99

- Then apply 2007 rate increase of 3.0% for a January 1, 2007 rate of \$16.47

- Then retroactively pay to January 1, 2007 only based on the \$16.47 rate minus pay already received at \$16.39.

Example #3

Assume Hourly Rate of \$15.00	
January 1, 2005 - apply 3.0%	\$15.45
January 1, 2006 - apply 3.0%	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 – apply 3.0%	\$16.88

On March 1, 2007

Assume Consumer Price Index (Canada) 3.5% - Since Price Index rise is less than 5.5% there is no adjustment.

SCHEDULE "F"



JOB EVALUATION MANUAL

FOR
CUPE LOCAL 82
AND THE
CORPORATION OF THE CITY OF WINDSOR

Revised September 2005
Local 82 JE Manual

/lin/cope491

CUPE LOCAL 82 JOB EVALUATION MANUAL

TABLE OF CONTENTS

INTRODUCTION.....	1
FACTORS & SUBFACTORS	
SKILL FACTORS	
Subfactor 1	Knowledge3
Subfactor 2	Experience.....5
Subfactor 3	Initiative7
EFFORT FACTORS	
Subfactor 4	Mental Effort.....9
Subfactor 5	Physical Activity12
Subfactor 6	Dexterity.....14
RESPONSIBILITY FACTORS	
Subfactor 7	Accountability16
Subfactor 8	Safety of self and others18
Subfactor 9	Communication20
WORKING CONDITION FACTOR	
Subfactor 10	Disagreeable Conditions.....22
GLOSSARY OF TERMS24

INTRODUCTION

This JOB EVALUATION MANUAL has been designed to establish equivalency and relationships between jobs.

The joint committee process will be used to establish and complete this process.

This GENDER-NEUTRAL JOB EVALUATION MANUAL allows jobs to be placed in a proper relative order dependent upon their rated worth. This rating manual is based upon four (4) main factors:

- Skill
- Effort
- Responsibility
- Working Conditions

To ensure a complete and comprehensive rating manual, which will measure elements of work that are present to a certain degree in all jobs, each factor has been sub-divided into subfactors, ten (10) in all. Each of these subfactors will measure the various compensable components that make up the jobs.

By measuring each of these compensable factors and assigning a numerical value to them, a numerical value is placed upon a job.

The value is used for comparing jobs according to their relative worth. This consistent application of the measurement of jobs is the purpose of the job evaluation manual.

This JOB EVALUATION MANUAL strives to ensure that all aspects of its usage are free of gender or other bias in seeking the consistent application of certain values to the wage structure. Jobs are evaluated in a manner that shows the true value of the job, without regard to existing wages.

Factor Definitions and Notes to Raters are provided to assist joint job evaluation committee members, or raters and others, in understanding the subfactors. It is critically important to the rating process that the subfactors be clearly understood and interpreted in a consistent manner. It would be self-defeating if the subfactors were to be interpreted differently

by different rating teams, as they change over time. Objectivity rather than subjectivity is critically important.

It is fundamental to the task of job evaluation that the joint rating committee be aware that they are not rating an individual employee's performance. Only job content information is being assessed. Such information will come from the job questionnaire, supervisor's comments and any necessary clarification. What is being measured is the regular and continuous tasks, responsibilities and working conditions.

In summary, the exercise of job evaluation measures the job as it currently exists. It does not measure an individual who performs a job, nor does it measure a job as it is likely to change in the future. Changes in job content need to be addressed by a reclassification and/or maintenance procedure at the time that they actually change.

SKILL FACTOR

SUBFACTOR 1 - KNOWLEDGE

DEFINITION:

This subfactor measures the general knowledge and specialized or vocational training necessary to perform the job duties in a satisfactory manner and has no relationship to the academic achievement of an employee. The degree levels are normally expressed in terms of formal education or equivalent. Similar levels of achievement can be obtained through related experience, courses or self-improvement.

DEGREES:

1. Grade 12 graduation or equivalent.
2. High school Grade 12 graduation plus an additional programme of up to one year or equivalent.
3. High school Grade 12 graduation plus an additional programme of over one and up to and including two years or equivalent.
4. High school Grade 12 graduation plus an additional programme of over two and up to and including three years or equivalent.
5. High school Grade 12 graduation plus an additional programme of more than three years or equivalent.
6. High school Grade 12 graduation plus an additional programme of more than four years or equivalent.
7. High school Grade 12 graduation plus an additional programme of more than five years or equivalent.
8. High school Grade 12 graduation plus an additional programme of more than six years or equivalent.

Add one level if regular and continuous on-going learning is a requirement of the job; this can result in Level 9.

SKILL FACTOR

SUBFACTOR 1 - KNOWLEDGE

NOTES TO RATERS

1. Use today's educational levels and standards of your province. It is the level of knowledge normally required using "today's" standards which must be measured, not the educational background of the incumbent. That is, if an incumbent has grade 10 and the job requires grade 12, the job is given credit for requiring grade 12.
2. When rating the knowledge subfactor, reference should be made to the Experience subfactor so that the two will not be double counted.
3. Additional training/courses required to perform the duties of the job should be considered in this subfactor.
4. Additional level of credit is given for on-going learning for jobs requiring Ministry certification, licensing, or technical requirement where must up-grade skills on a regular and continuous basis.
5. The degree level bears no relation whatsoever to the hiring practice of the organization.
6. For jobs coming from an apprenticeship programme, only the actual classroom time is measured in this subfactor; time spent learning on-the-job is measured under the Experience subfactor.

SKILL FACTOR

SUBFACTOR 2 – EXPERIENCE

DEFINITION:

This subfactor should be considered when the degree of knowledge is established. It serves as a scale of measurement for the amount of practical experience that an average individual having the appropriate theoretical knowledge, specific education and specialized training, would require to be able to perform the job duties. It includes the sum of (a) and (b):

- a) Experience in any related work or work in lesser positions and other relevant work and life experiences that are necessary for performance of the jobs.
- b) The period of training and adjustment on the job itself.

DEGREES:

- 1. Up to and including six months.
- 2. Over six months, up to and including 12 months.
- 3. Over one year, up to and including three years.
- 4. Over three years, up to and including five years.
- 5. Over five years, up to and including six years.
- 6. Over six years, up to and including seven years.
- 7. Over seven years, up to and including eight years.
- 8. Over eight years.

SKILL FACTOR

SUBFACTOR 2 - EXPERIENCE

NOTES TO RATERS

1. Experience covers the time required to learn the practical application of theoretical knowledge to work problems, and to learn the necessary techniques, methods, practices, procedures, use of forms, routines, etc.
2. Under this subfactor, no consideration is given to the maturing (aging) of the individual but rather to the amount of experience required for the job.
3. It includes the years spent in an apprenticeship or similar training program excluding formal classroom time.
4. Field time required for membership in a professional organization, designation, or requirements for a license should be considered under this subfactor.
5. This subfactor does not measure the actual experience of the incumbent(s) and bears no relation whatsoever to the hiring practice of the organization.
6. Life experiences to include categories such as participation in sports, clubs, volunteer work, etc.

SKILL FACTOR

SUBFACTOR 3 - INITIATIVE

DEFINITION:

This subfactor measures the initiative and choice of action required in applying methods, procedures, or policies to complete the job duties.

DEGREES:

1. The job requires the use of established methods and procedures that are well defined or detailed. There is little or no choice of action.
2. The job requires the application of established methods or procedures, which involve a choice of methods.
3. The job requires adapting established methods or procedures. Work involves a choice of methods or procedures.
4. The job involves a choice of methods or procedures or sequence of operation and the requirement to solve problems that are outside the realm of established procedures.

SKILL FACTOR

SUBFACTOR 3 - INITIATIVE

NOTES TO RATERS

1. This subfactor deals with the range of choice of action that is within the scope of the job duties.
2. Consider the initiative required in problem solving, analysis of situations and problems, the application of fundamental principles and the extent to which initiative must be exercised in deciding upon the appropriate choices of action.
3. Evaluate the initiative permitted within the parameters and constraints of the position. No consideration is given to the capabilities of the incumbent.
4. Reference to “requirement to solve problems that are outside the realm of established procedures” in Level 4 does not refer to situations where a decision can be delayed until one can check with others, but to situations where the job incumbent must show initiative to ensure on-going operation.

EFFORT FACTOR

SUBFACTOR 4 - MENTAL EFFORT (CONCENTRATION)

DEFINITION:

This subfactor measures the period of time wherein mental, visual and/or aural concentration is required on the job. Attentiveness is required for all jobs, this subfactor rates tasks requiring uninterrupted concentration.

DEGREES:

1. Job requires attentiveness to the work but with no or very little requirement for uninterrupted concentration.

2. Moderate concentration for short duration;

3. Moderate concentration for intermediate duration.

«OR»

High level of concentration for short duration.

4. Moderate concentration for long duration.

«OR»

High concentration for intermediate duration.

5. High concentration for long duration.

Subfactor Chart:

	<u>Short</u>	<u>Intermediate</u>	<u>Long</u>
Some	1	1	1
Moderate	2	3	4
High	3	4	5

EFFORT FACTOR

SUBFACTOR 4 - MENTAL EFFORT (CONCENTRATION)

NOTES TO RATERS:

1. This subfactor relates to what makes one mentally tired or fatigued at the end of a day. All jobs require attentiveness for safety. Safety is measured in another subfactor.
2. Mental effort is measured by assuming the task(s) is being performed on a regular basis during the workweek. Duration, but not frequency is being measured.
3. Concentration includes activities such as listening, interpreting, reading, watching, driving, inputting data, or when one must concentrate using one or more of the five senses of sight, taste, smell, touch and hearing. Concentration, however, differs from just listening, interpreting, reading, etc. Concentration means that to be done effectively, the work cannot be interrupted. For example, consider operating power tools or inputting data. All data needs to be inputted accurately and the work with the power tool must be equally accurate. But in some cases, accuracy is not affected if the work is interrupted while in other cases, any interruption will cause delays not just due to the interruption but due to having to spend some time to re-orient oneself to the task or to correct inaccuracies or mistakes.
4. Consider components such as interruptions and the requirements for simultaneous processing of information, (i.e. maintaining concentration despite frequent interruptions or changes in work priorities).
5. a) Duration of uninterrupted time requiring concentration refers to the length of time one needs to focus on one "activity." Switching tasks provides a break in concentration. Duration is measured as follows:

Short	Up to and including one hour daily.
Intermediate	Over one hour but less than two hours daily.
Long	Two or more hours daily.

EFFORT FACTOR

SUBFACTOR 4 - MENTAL EFFORT (CONCENTRATION)

b) Intensity is the degree of concentration required:

Normal	Degree of attentiveness required to carry out most daily activities at work.
Moderate	Concentration is required above the normal level but some kinds of interruption can be handled. For example, driving a truck.
High	Concentration cannot be interrupted to ensure successful completion of the work. For example, a crane operator lowering load.

EFFORT FACTOR

SUBFACTOR 5 - PHYSICAL ACTIVITY

DEFINITION:

This subfactor measures the physical activity by the type and duration required to perform the job duties.

DEGREES:

1. Light activity of short duration.

2. Light activity of intermediate duration;

«OR»

Medium activity of short duration.

3. Light activity of long duration;

«OR»

Medium activity of intermediate duration;

«OR»

Heavy activity of short duration.

4. Medium activity of long duration;

«OR»

Heavy activity of intermediate duration.

5. Heavy activity of long duration.

EFFORT FACTOR

SUBFACTOR 5 - PHYSICAL ACTIVITY

NOTES TO RATERS

1. Consider restriction of movement.
2. Consider what makes a job physically fatiguing.
3. a) Types of physical exertion:

Light	Sitting, driving a vehicle, walking on even surfaces, manual effort required to carry, pull, push or lift weights up to 5 kg. (11 lb.)
Medium	Standing, climbing stairs, operating a floor polisher, walking on uneven surfaces, effort required to carry, pull, push or lift weights greater than 5 kg. (11 lb.) and up to 15 kg. (33 lb.)
Heavy	Repetitive stooping, kneeling, crouching; working with one's arms at shoulder level or higher, working on a ladder, operating a jack hammer, having to work in awkward position, effort required to carry, pull, push or lift weights over 15 kg. (33 lb.)

- b) Duration: In determining the duration of time, consider the cumulative amount of time within a regular shift.

Short	Up to and including one hour daily.
Intermediate	Over one hour but less than two hours daily.
Long	Two or more hours daily.

3. Subfactor Chart

	Short	Intermediate	Long
Light	1	2	3
Medium	2	3	4
Heavy	3	4	5

EFFORT FACTOR

SUBFACTOR 6 - DEXTERITY

DEFINITION:

This subfactor measures the level of dexterity required by a job. The levels of manual dexterity are determined by considering the elements of precision required in hand/eye (or hand/foot) coordination and movements of small muscles (hands and fingers) compared to large muscles (arms, legs, torso).

DEGREES:

1. Employee is required to perform tasks that demand minimal precision of coordination of either small or large muscle movements.
2. Employee is required to perform tasks that demand moderate precision of coordination of large muscle movements.
3. Employee is required to perform tasks that demand high precision of coordination of large muscle movements OR moderate precision of small muscle movement.
4. Employee is required to perform tasks that demand high precision of coordination of small muscle movement.

EFFORT FACTOR

SUBFACTOR 6 - DEXTERITY

NOTES TO RATERS

1. Examples of large muscle movements are: using long handled tools such as mops and shovels, floor polishers, lawn mowers, stocking shelves, loading and unloading of trucks, pruning, sorting and delivering mail, etc.
2. Examples of small muscle movements are: operating backhoe, keyboard skills, arc welding, drafting, repairing fine instruments/equipment.
3. Precision of coordination of eye-hand or eye-foot coordination.
 - a. Minimal: Job tasks do not require much exactness, e.g., dumping garbage into truck.
 - b. Moderate: Some exactness is required, e.g., entering data into a computer. Errors can be corrected but this will increase the amount of time to complete work.
 - c. High: Job requires exactness and finesse of muscle movement with little margin for error (e.g., crane operator using controls to place a load in a specific location), rather than control of muscle movement that requires disconnected action (e.g., pushing buttons on control panel/board).

RESPONSIBILITY FACTOR

SUBFACTOR 7 - ACCOUNTABILITY

DEFINITION:

This subfactor measures the accountability of the incumbent and the effect on the organization of making errors in judgement in the decision-making process. Errors in judgement occur when the incumbent makes the best decision based on the information available at the time, but in turns out to be wrong in the final analysis.

Degree	Degree Definition
1	Incorrect or inappropriate recommendations/decisions/actions have little effect on service to the public/client or financial costs
2	Incorrect or inappropriate recommendations/decisions/actions have limited effect on the department. For example, limited financial costs or limited effect on service to the public/clients.
3	Incorrect or inappropriate recommendations/decisions/actions have obvious effects on financial costs, adverse client/public relations, reduced service to the public, minor adverse effects on clients and requires intervention by senior staff to deal with repercussions.
4	Incorrect or inappropriate recommendations/decisions/actions have serious, usually short-term effects; significant financial costs; reduced or impaired service to the public; serious discomfort to clients or others; negative media reaction; and requires Department Head to deal with the repercussions.
5	Incorrect or inappropriate recommendations/decisions/actions have major, frequently long-term effects; very substantial financial costs; serious impact on client care or others; negative media reaction; and requires Chief Administrative Officer or political debate to deal with the repercussions.

RESPONSIBILITY FACTOR

SUBFACTOR 7 - ACCOUNTABILITY

NOTES TO RATERS

1. Consider accountability in terms such as:
 - damage or loss involving equipment, supplies or property
 - disruption or delay of service
 - loss of time in detecting and correcting an error
 - inaccuracy of reports or records
 - safeguarding of restricted information (confidential)
 - morale of others
 - the seriousness of an error
 - embarrassment to the organization, department
 - financial responsibility
2. The difference between an “error” and a “mistake” can be explained as follows. It is an **ERROR**, if you do not take an umbrella to a picnic when the forecast is for 100% sunshine but it rains.
It is a **MISTAKE**, if you do not take an umbrella to a picnic when the forecast is for 80% chance of rain and it rains.
3. In rating the effect of error in judgement, consider the nature of work checks. If an employee's work is checked daily or weekly, before a decision is acted on, an incorrect decision is likely to have little influence on the organization. If work is checked less frequently, for example, work is subject to a monthly audit, there is a possibility that an incorrect decision will affect the organization.
4. “Decision” is defined as the final determination of a course of action that is to be followed.
5. “Recommendations/actions” include those made by persons who do not have final decision making responsibility but upon which others may base activities or decisions with minimal review.
6. "Service to the public" is any service given to an individual, group, or the general public, including clients and their families.
7. When rating a position under this factor, consider a ‘best-fit’ situation since some positions have a client focus, some a money focus, etc.
8. Consider the typical effects of errors that normally occur and not rare or extreme ones.

Note that key words, little, limited, etc. are not defined to avoid early outdated of definitions.

RESPONSIBILITY FACTOR

SUBFACTOR 8 - SAFETY OF SELF AND OTHERS

DEFINITION:

Level of responsibility due to safety risks inherent in the job. The degree of risk inherent in the job reflects the amount of care that must be taken.

DEGREES:

1. Some degree of care required to prevent injury or harm.
2. Moderate degree of care required to prevent injury or harm.
3. Considerable degree of care required to prevent injury or harm.
4. High degree of care required to prevent injury or harm.

RESPONSIBILITY FACTOR

SUBFACTOR 8 – SAFETY OF SELF AND OTHERS

NOTES TO RATERS

1. This subfactor is not to be seen as conflicting with any and all Health and Safety Regulations in the workplace, nor is it an evaluation of such regulations.
2. This subfactor measures the safety involved in performing the job – not issues of safety as a consequence of the work done. The latter is measured under Consequence of Error. For example, consider a job responsible for putting brakes on vehicles. The factor Safety of Self and Others would measure safety issues related to putting the vehicle on the hoist. The factor Consequence of Error would measure the consequences of the purpose of this job – making vehicles safe.
3. It is recognized that all incumbents have a self-disciplined responsibility for the welfare of others that includes their fellow workers. However, some jobs and their locations have more potential than others and it is in this context that the relative differences of "some", "moderate", "considerable" and "high" are used. Before rating this subfactor raters should define under degree of care the meaning of "some", "moderate", "considerable" and "high degree" as it applies to the workplace. Consider the following examples as a guide:

SOME	Closing of file drawers, Operating power handheld equipment
MODERATE	Posting of "wet floor" signs, stacking supplies, driving car/van, operating self-propelled equipment
CONSIDERABLE	Use of heavy equipment e.g., crane
HIGH	Use of hazardous materials, highway traffic control, lock-out procedures, confined space entry

RESPONSIBILITY FACTOR

SUBFACTOR 9 - COMMUNICATION

DEFINITION:

This subfactor measures communication with others, be they co-workers, members of the public, or others (e.g., suppliers). These communications may be in writing (i.e., forms, blue prints, text, e-mail), or oral (in-person, over the phone). Communication includes both the “sending” and “receiving” of information. This sub-factor measures the nature of the information to be communicated (e.g., straightforward, difficult) and the purpose of the communication (e.g., to provide the information, to secure others’ cooperation).

DEGREES:

1. Provides (gives and/or receives) straightforward information to/from others.

2. Provides (gives and/or receives) somewhat complex/difficult information to/from others.
 OR
 Explains and/or clarifies straightforward information.

3. Provides (gives and/or receives) difficult/complex specialized/technical information to/from others.
 OR
 Explains and/or clarifies somewhat complex/difficult specialized/technical information.
 OR
 Resolves requests and/or complaints that are straightforward.

4. Influences, persuades, negotiates or secures cooperation where information is straightforward.
 OR
 Resolves requests and/or complaints that are somewhat complex/difficult specialized/technical information.
 OR
 Explains and/or clarifies difficult/complex specialized/technical information.

RESPONSIBILITY FACTOR

SUBFACTOR 9 – COMMUNICATION

5. Influences, persuades, negotiates or secures cooperation where information is somewhat complex/difficult specialized/technical.

OR

Resolves requests and/or complaints where information is difficult/complex specialized/technical.

6. Influences, persuades, negotiates or secures cooperation where information is difficult/complex specialized/technical.

Matrix:

TYPE OF INFORMATION	Provide information	Explain, clarify	Resolve requests, complaints	Influence, persuade, negotiate or secure cooperation
Straightforward	1	2	3	4
Somewhat complex, difficult, specialized/technical	2	3	4	5
Difficult, complex specialized/technical	3	4	5	6

NOTES TO RATERS:

1. The level of the person contacted is relevant to the extent that it serves as a check on the nature and purpose of the contact (i.e. a janitor might very well provide information to a Director but it is extremely unlikely that this janitor would be required to explain or follow-up on matters calling for persuasiveness or negotiating skills).
2. The purpose and nature of the communication is being rated not the volume.
3. Communication of a difficult or specialized/technical nature are those dealing with a subject area that is complex and typically requires specialized formal training or extensive experience to enable the participants to communicate in a meaningful fashion.
4. Explaining, resolving, persuading, negotiating and so on can either be in writing (e.g., logs, blue prints, correspondence, reports) or orally.

WORKING CONDITIONS FACTOR

SUBFACTOR 10 - DISAGREEABLE CONDITIONS

Definition:

This subfactor measures the type and frequency of disagreeable conditions under which an employee is required to carry out the job duties.

DEGREES:

1. Minor conditions with little exposure.

2. Minor conditions with occasional exposure;

«OR»

Major conditions with little exposure.

3. Minor conditions of frequent exposure;

«OR»

Major conditions of occasional exposure.

4. Minor conditions of almost continuous exposure;

«OR»

Major conditions of frequent exposure.

5. Major conditions of almost continuous exposure.

WORKING CONDITIONS FACTOR

SUBFACTOR 10 - DISAGREEABLE CONDITIONS

NOTES TO RATERS

Raters should consider the many and varied conditions that prevail in the workplace. The types of disagreeable conditions are as follows:

Minor	(a)	Minor conditions of dust, dirt, fumes, heat, cold, noxious odours or chemicals, noise, vibration, poor lighting, inclement weather, poor ventilation, restricted workspace, interruptions, travel.
	(b)	Exposure to rudeness or profanity from outside contacts.
	(c)	Minor health and accident hazards involving minor cuts, bruises, muscle strain, limited exposure to disease or contamination that would result in minimal lost time.
Major	(a)	Extreme conditions of dust, dirt, fumes, heat, cold, noxious odours and chemicals, noise, vibration, poor lighting, inclement weather, poor ventilation, confined workspace, travel, working in isolation.
	(b)	Dealing with irate people (e.g., outside contacts)
	(c)	High exposure to disease or contamination. Health and accident hazards of a serious nature involving lost time or which may result in partial or permanent disability. E.g., potential danger from work on right of way.

The frequency of exposure to undesirable working conditions must be related to work carried out on a regular basis throughout the year.

<u>Little</u>	Once in a while, almost never.
Occasional	Once in a while, most days.
Frequent	Several times on a daily basis during the work week.
Almost Continuous	Most working hours during the work week.

Subfactor Chart

	Little	Occasional	Frequent	Almost continuous
Minor	1	2	3	4
Major	2	3	4	5

GLOSSARY OF TERMS

Duty	·	is made up of a number of tasks.
Factors	·	the four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Gender-Neutral	·	any practice or programme which does not discriminate between men and women.
Incumbent	·	an employee assigned to a job.
Job	·	is made up of a series of tasks.
Job Analysis	·	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation.
Job Questionnaire	·	The instrument used to collect and record job data and forms part of the job documents.
Job Description	·	The written description of a job that includes a summary and a listing of the major duties and responsibilities.
Job Evaluation	·	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Manual	·	Contains the guidelines and degree levels for each subfactor used for evaluating a job.
Joint Job Evaluation Committee	·	The Committee responsible for the implementation of the job evaluation manual and which is made up of equal representatives from union and management.
Points	·	The numerical expression assigned to each degree within each subfactor.
Rating	·	The process of relating the facts contained in the job documents to the job evaluation manual and selecting the factor degree levels judged to be appropriate.
Subfactors	·	Are components of the four major factors.
Subfactor Degree Levels	·	The actual measurement levels within each subfactor.
Task	·	A unit of work activity that forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.

JOB EVALUATION

MANUAL OF PROCEDURES

between

THE CORPORATION OF THE CITY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL 82

May, 2006
/jb/cope491

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement.

ARTICLE 1- MANDATE OF THE JOINT JOB EVALUATION COMMITTEE

The Joint Job Evaluation Committee shall implement and maintain the CUPE Local 82 Job Evaluation Programme by:

- (a) Evaluating all jobs using the Job Evaluation Manual (Schedule "F").
- (b) Maintaining the integrity of the programme.
- (c) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.

ARTICLE 2 – RATING METHODOLOGY

- 2.1 Job documents serve to record the basis from which the job is rated and to compare and judge changes in job content, which result, from time to time, from new or changed circumstances or requirements of the job.
- 2.2 Job documents are for the purpose of rating a job and assigning the job into the proper Pay band for application of the Salary and Wage Schedule. Job documents shall be in sufficient detail to enable the job to be rated.
- 2.3 A job description or Job Evaluation Questionnaire reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements inherent to the job.
- 2.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific Factors.
- 2.5 Job ratings serve to:
 - (a) group jobs which have relatively equivalent point values into the same Pay band.
 - (b) provide the basis from which to gauge equitable salary and wage relationships between the jobs.

- (c) form the foundation from which to measure changes in job content;
- (d) enable the assignment of jobs into their proper Pay band;
- (e) maintain pay equity.

ARTICLE 3 – MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 3.1 It is important that each party maintain accurate job information questionnaires and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Programme. It is the intention of the parties to periodically review jobs on request and to conduct a comprehensive review of all jobs over a five (5) year period.
- 3.2 Job evaluation rating reviews shall be undertaken when:
- (a) A new job is created.
 - (b) Substantial changes to existing job duties take place
 - (c) Part of on-going maintenance (see section 3.1)
- 3.3 NEW JOB: The following procedures shall apply whenever the Corporation creates a new job:
- (a) The Qualifications shall be the subject of discussions between the Corporation and the Union in accordance with the collective agreement. Human Resources is to be notified in order to have the position scheduled before the Joint Job Evaluation Committee.
 - (b) The Department **head or designate** shall prepare a “Job Classification (Analysis) Questionnaire” for the new job, which along with any other job documents, shall be forwarded to the Human Resources Department and the Union.
 - (c) The Joint Job Evaluation Committee shall evaluate the job. Such evaluation shall determine the job’s temporary Pay band. In the event that the Committee cannot agree on the rating or cannot meet to evaluate the position, the Corporation and the Union shall not be precluded from establishing a temporary Grade for the new job. The establishment of such a temporary Pay band shall not serve to prejudice the Committee in their continued attempts to reach agreement on the appropriate rating.
 - (d) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade.
 - (e) After six (6) months of the incumbent(s) commencing employment in the new job, the incumbent(s) along with the supervisor shall complete a Job Evaluation questionnaire.

- (f) If it is determined, through the evaluation that the job's Pay band should be higher than the temporary pay band this should be retroactive to the date the incumbent(s) commenced continuous employment in the new job. If the Classification is lower, the incumbent should be red-circled as of the date the J.J.E.C. made its determination.

3.4 **CHANGES IN DUTIES:** Whenever the Corporation changes the duties and responsibilities of a job to a degree which might warrant a new or different Pay band OR the incumbent(s) Union feel that the duties and responsibilities of a job have been changed, or that the job description and questionnaire do not reflect the duties and responsibilities of the job, the following procedures shall apply:

- (a) The initiator shall request the Job Evaluation Review Package from The Human Resources Department. They will receive the blank "Request for Job Evaluation Review Form" the current rating sheet, the job description and the original questionnaire.

- (b) The completed "Request for Job Evaluation Review Form" should be sent to the Human Resources Department and to the Union for review. The Human Resources Department shall then forward it to the Joint Job Evaluation Committee

- (c) Upon receipt of the completed "Request for Job Evaluation Review Form" the Joint Job Evaluation Committee shall proceed to rate the job in accordance with Article 4.

- (d) Effective January 1, 2017, the job shall be assigned to the appropriate classification retroactive to the actual date the change, if required, to a maximum of six (6) months preceding the date the questionnaire is received in Human Resources. The actual date of change shall be determined by the Department Head or designate. In the event there is a disagreement with the date selected by the Department Head the decision shall be grievable under the terms of the Collective Agreement.

The Corporation will review all jobs in the queue in Human Resources as of August 1, 2017. Any retroactivity from reviewing these positions in the queue shall be retroactive to the commencement date of the new duties as determined by the Department Head or designate.

ARTICLE 4 – JOB EVALUATION PROCEDURES

4.1 The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to clarify information required for rating purposes. Such review may include:

- (a) Site inspection by the Committee

- (b) Interviewing, by the Committee, of incumbents and supervisors.
- 4.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual (Schedule "F").
- 4.3 In making the determinations necessary for the rating of a job from the description of the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs, and are not considered in the evaluation of any job in this programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact, and common courtesy.
- 4.4 In the application of the Rating Manual (Schedule "F"), the following general rules shall apply:
 - (a) It is the content of the job that is being analyzed, not the incumbent(s).
 - (b) Jobs are to be evaluated without regard to existing Pay bands.
 - (c) Jobs are to be placed in the appropriate Factor Degree by considering the specific requirements of each job, the Factor definition, and the description of each Factor Degree.
 - (d) Workload is not a consideration when evaluating a job.
 - (e) No interpolation (i.e., half points such as 2.5) of Factor Degrees is to be made in the use of this programme (i.e. no insertion of a Factor rating that falls between the established Factor Degrees).
 - (f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs included in the job evaluation programme.
- 4.5 Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Advisor, as provided for in Article 6.
- 4.6 The Chairperson of the Joint Job Evaluation Committee shall communicate all rating and/or other decisions made by the Committee to the incumbent(s), the appropriate Department, the Human Resources Department, and the Union within ten (10) working days of the Committee's decision.

ARTICLE 5 – THE JOINT JOB EVALUATION COMMITTEE

- 5.1 The Joint Job Evaluation Committee shall consist of equal representation and participation from the parties, consisting of:
- two (2) representatives of the Corporation, as selected by the Corporation
 - two (2) representatives of the Union, as selected by the Union
 - one (1) Chairperson, non-voting, appointed by the Human Resources Department, following discussion with the Union.
- 5.2 The Chairperson of the Joint Job Evaluation Committee shall be responsible for co-ordinating all aspects of the rating proceedings and administration, including:
- The Chairing of the meetings;
 - The scheduling of regular Committee meetings which includes notification of appropriate supervisors for Committee members' attendance;
 - Establishing the priority of matters to be acted upon by the Committee
 - The preparation and distribution of meeting agendas.
 - The preparation and distribution of Committee documents.
 - Administrative support for the committee.
- 5.3 Each party may appoint alternate representative to serve as replacements for absent members or whenever a conflict of interest occurs for any committee member. Alternate members shall have the right to vote only when replacing a regular committee member who is absent.
- 5.4 The Union Committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 5.5 Union Committee members may be replaced in their regular jobs for such time as they are working on the J.J.E.C. Such replacements will have all the rights and privileges of the collective agreement.
- 5.6 Decisions of the Joint Job Evaluation shall require total consensus. When such consensus is not possible, the matter under review shall be referred to the Job Evaluation Advisors. (Article 6)

- 5.7 Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the committee chairperson assuming that equal representation from the City (2) and the Union (2) can attend.
- 5.8 Either party to the agreement may engage advisors to assist its representatives on the J.J.E.C. Any such advisor can be invited to attend Committee meetings by their party. They can voice an opinion, but cannot vote and shall not be considered to be a member of the Committee. (See Section 6 for other role for Advisors.)

ARTICLE 6 – SETTLEMENT OF DISAGREEMENTS – JOB EVALUATION ADVISORS

- 6.1 (a) The Corporation and the Union shall provide to the other Party the name of their Job Evaluation Advisor.
- (b) Should there be a need to replace their Job evaluation Advisor, the other Party shall be advised of the new Job Evaluation Advisor as soon as possible.
- (c) Each Party shall bear all the expenses for their Job Evaluation Advisor.
- 6.2 The Job Evaluation Advisors will be required to consult jointly with the J.J.E.C. in order to assist them in making decisions on matters where consensus was not achieved by the J.J.E.C.
- 6.3 The following procedure will be followed to resolve any matters before the Job Evaluation Advisors.
- (a) If necessary, the Job Evaluation Advisors will, prior to any consultation with the Joint Job Evaluation Committee, be forwarded all job documents for information to the matter under review. In addition, the Job Evaluation Advisor will have the opportunity to interview the incumbent(s) and supervisory personnel if required.
- (b) The Job Evaluation Advisors shall consult with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Advisor will immediately issue a concurring decision.
- (c) If consensus is not reached under (6.3 (b)), the Job Evaluation Advisors will make joint decision(s), which will be final and binding on all parties. Such decisions(s) shall be in writing to the Chairperson of the Joint Job Evaluation Committee, who will forward it to the Committee, the incumbent(s), (if required), the appropriate General Manager, the Human Resources Department, and the Union.

(d) All decisions and rating of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by the same Job Evaluation Manual.

(e) If the Advisors cannot reach an agreement, the matter will be referred to the arbitration process outlined in the Collective Agreement.

(f) If required, the job shall be assigned to the appropriate Pay band, retroactive consistent with 3.3(f) for a new job or 3.4(d) where there has been a change in duties.

ARTICLE 7- APPLICATION OF THE JOB EVALUATION RESULTS

- 7.1 Upon the completion of the job evaluation process, the Chairperson of the Joint Job Evaluation Committee shall total the points assigned to each Factor Degree, using the agreed upon Job Evaluation Factor Degree Points to determine the Total Points for the job under review. Upon determining the Total Points for the job, the Chairperson shall use the Job Evaluation Pay band Schedule, to determine the appropriate Pay band for the job.
- 7.2 The Chairperson of the Joint Job Evaluation Committee shall notify the Human Resources Department and the Union of the results.
- 7.3 The Human Resources Department shall notify the incumbent(s) of the job and the appropriate Department of the decision of the job evaluation.

**SCHEDULE 1
JOB EVALUATION FACTOR DEGREE POINTS**

DEGREE LEVEL	Knowledge	Experience	Initiative	Mental Effort	Physical Activity	Dexterity	Accountability	Safety of Self/Others	Communication	Disagreeable Conditions
1	14	14	10	10	10	5	8	10	9	10
2	28	28	20	20	20	10	16	20	18	20
3	42	42	30	30	30	15	24	30	27	30
4	56	56	40	40	40	20	32	40	36	40
5	70	70		50	50		40		45	50
6	84	84							54	
7	98	98								
8	112	112								
9	126									

**SCHEDULE 2
JOB EVALUATION PAY BANDS**

PAY BAND	POINTS
1	177-208
2	209-240
3	241-272
4	273-304
5	305-336
6	337-368
7	369-400
8	401-432
9	433-464
10	465-496
11	497-528
12	529-560
13	561 and above

110

SCHEDULE "G"

Local 82 - Regular Full-Time Members Hired on or Before April 17, 2009				
Last	First Name	Middle	ID	Rehire Dt
Albidone	Giovanni (John)		15196	28/05/2007
Albu	Leslie	S	7155	17/05/1978
Allemeersch	Richard	Jan	8539	14/01/1981
Alvarez	Luis		4505	01/05/1990
Ames	Donald	Paul	13100	15/09/2003
Anthony	Brian		12668	08/11/2002
Archibald	Mark	A	7176	25/05/1978
Arseneault	Scott		13469	08/09/2005
Aubin	Michael	James	2386	17/01/2000
Azzopardi	Adrian		4193	24/04/1989
Azzopardi	Linda	L	5192	02/05/1978
Bailey	William		8144	06/06/1994
Bakic	Sava		1461	29/04/1985
Bakkaoui	Yousiff		14421	11/08/2008
Barnett	Kari	T	14218	06/09/2005
Bastable	Christopher		13345	10/02/2004
Belcastro	Dominic		4364	19/06/1972
Bojaruniec	John		2888	21/04/1987
Bolivar	Jennifer	Leigh	12808	28/11/2005
Bond	Bryan		9612	17/03/2002
Bondy	Mark	Frank	8703	13/03/1995
Bondy	Ronald	William	9106	04/07/1995
Bondy	Russell		14523	08/05/2006
Bonvie	Randell	Douglas	4100	29/08/1988
Botting	Terrance		8060	11/05/1981
Boucher	Christopher	Wesley	14187	02/08/2005
Bowyer	Kirk		9038	04/07/1995
Breault	Scott	Kenneth	8084	24/05/1994
Brown	Darren		9017	19/06/1995
Burgoyne	Chris		1465	06/05/1985
Butler	William		9191	09/03/1998
Cabana	Kevin	Joseph	15327	24/09/2007
Caissie	Curtis	L.	6656	21/08/1977
Cammidge	Tracy	E.	0396	30/04/2001
Carruthers	Robert		9367	13/10/1999
Carter	Scott		6181	11/01/1981

Cazabon	Kevin	Michael	2415	17/01/2000
Cervi	Jill		2426	30/03/1998
Cervi	Mario		0673	18/06/1984
Chacko	James		2647	27/03/2006
Chambers	Nathan		14513	08/05/2006
Chase	Michael	Anthony	12746	27/01/2003
Chauvin	Stuart	M	12812	30/11/2004
Chernawski	George		6064	24/09/1975
Chevalier-Leclair	Anne	Louise	2424	05/06/1986
Cinat	Bruno	Renato	3669	11/04/1988
Cipolla	Tiziano		14509	08/05/2006
Cloutier	Jean	Pierre	6394	03/08/2004
Cloutier	Randy	Ernest	3239	15/06/1987
Cook	Robert		11668	28/01/2002
Cousineau	Paul		9965	15/10/1996
Croft	Richard	W	8621	11/05/1981
Culleton	Philip	Patrick	2362	17/01/2000
Curtis	David	W.	3413	08/09/1987
Cushman	Scott		14535	08/05/2006
D'Agnolo	Eddy		1448	15/04/1985
Dauncey	Duane		3277	30/03/1998
Daviau	Dan	Gerard	2082	29/09/1998
Davis	Louis		4567	01/02/1993
Denapoli	Brandon	M	14221	06/09/2005
Dent	Mark	Gordon	3954	11/07/1988
DeYoung	Robert	William	5825	13/11/1990
Digirolamo	Francesco		6778	10/04/2000
Dimopoulos	George		2183	17/01/2000
Drummond	Sean	Gregory	11018	23/05/2000
Dumoulin	David		14517	08/05/2006
Duncan	Mike		7154	17/05/1978
Dunlevy	Dennis		12674	12/11/2002
Dunn	Shaun		9350	04/08/1999
Dupuis	Garry		7239	23/06/1978
Edgar	Robert		11664	28/01/2002
Edwards	Marc		2292	04/01/1999
Elliott	Cory	Shawn	13212	04/11/2003
Fanelli	Dan	J.	7171	25/05/1978
Farano	Dennis	S	8609	04/05/1981
Farrugia	George		5024	27/11/1989
Fasan	Terry	Nicholas	14788	23/10/2006
Finney	Robert	A	1900	21/04/1987
Fiore	Robert		1408	11/02/1985
Fitzpatrick	Vincent		3267	17/06/1987

Fontaine	Luc	Camil	11373	30/10/2000
Forton	Charles		11918	08/07/2002
Foster	Carl	S.	8666	19/05/1981
Futko	Ricky		7161	31/08/1992
Gagner	Mike	A	8653	13/05/1981
Gallant	Andrew		2595	04/07/2005
Gambriel	Ronald	Lawrence	12929	26/05/2003
Gauthier	Alain		14516	08/05/2006
Girard	Ron	J.	15963	15/12/2008
Glen	David	Maurice	14573	05/06/2006
Goddard	John		4425	01/05/1989
Goebel	Chadwick	Wayne	7241	02/11/1992
Gough	Sharon	G	3180	30/03/1998
Greenhalf	Bruce		1493	13/05/1985
Grima	John	D.	3670	11/04/1988
Gural	Garson		13268	04/12/2003
Guttridge	Dwight	E.	8375	11/08/1980
Hager	Mark		8091	03/10/1994
Harris	James	Carl	3880	06/06/1988
Harway	Robert	Douglas	3948	27/06/1988
Henderson	Guy		7299	28/06/1978
Heney	Patrick		14511	08/05/2006
Hicks	Mark	F	1731	13/07/1987
Holleman	Jo-Ann		3237	15/06/1987
Homuth	Robert	L.	7168	23/05/1978
Hoey	Earl		2949	04/05/1987
Hoover	John	J.	7142	08/05/1978
Hope	Scott		14564	23/05/2006
Hubel	Ralph		9137	08/03/1982
Hunt	John		4803	08/02/1993
Jackson	Larry		0924	10/07/2001
Jackson	Robert	D	8325	04/05/1981
Jupp	Derek		5380	15/02/1993
Kalas	Frank		7360	22/02/1993
Kell	Jaime		12911	30/11/2004
Kell	John	E.	3190	11/04/1988
Kenny	Robert	Allan	8436	22/09/1980
Keresztyen	Richard	M.	8061	13/04/1981
Keys	Wesley		8276	28/07/1980
King	Brandon		11609	17/05/2004
Knight	Howard	James	13769	02/11/2004
Knowler	Larry	J.	7151	16/05/1978
Kocela	Manuel		7120	05/05/1978
Kolody	Robert		9544	07/09/1999

Ladouceur	Guy		4801	15/02/1993
Laforce	James	H.	3408	08/09/1987
Lafreniere	Lenny		11625	28/01/2002
Lamoureux	Yvette		5384	19/04/1993
Landry	Louis	R	7205	19/06/1978
Latona	Joseph		8611	02/07/1981
Lauzon	Kirk		5022	27/11/1989
Leblanc	Richard		4118	09/09/1988
Leblanc	Robert	G	3293	22/06/1987
Lenz	Ken		2425	09/06/1986
Lepera	Anthony		8393	04/06/1981
Lesperance	Michael		14515	08/05/2006
Lewis	John		9990	22/10/1996
Lewis	Robert		11565	09/04/2001
Livingston	Daniel	John	0960	09/04/1985
Lockwood	Mark		2973	09/05/2005
Lodge	Alison	E	12507	07/07/2003
Logan	Felton		2068	24/05/1967
Logronio	Leilani		12861	16/11/2004
Longeuay	Zachary		2636	31/03/2003
Lovell	Brian		8625	11/05/1981
Lucas	Susan		0339	24/07/2006
Luciani	Mario		3686	25/04/1988
Lundy	Christopher		14512	08/05/2006
Lyons	Craig		11385	03/03/2003
Lyons	Thomas	M	6046	08/09/1975
Macintyre	David		7206	19/06/1978
MacIsaac	Michael		2363	15/03/1999
Malone	Robert		7642	08/05/2006
Margaritis	Michael		14092	20/06/2005
Mariani	Luigi		8059	26/05/1980
Martinello	Dan		1447	15/04/1985
Maxim	Charles	A. 'Chuck'	2831	28/01/2002
Mazak	Paul	G	8150	06/06/1994
Mazar	Vladimir		5442	31/03/1974
McArthur	Cameron	Douglas	9028	26/06/1995
McLean	Christopher		11645	28/11/2005
McLean	Lawrence	E.	2946	20/05/1969
McNamara	Sean		13349	16/02/2004
Meloche	Mark		7177	25/05/1978
Miehls	Mike	J.	8646	12/05/1981
Milanovic	Darko		1231	17/01/2000
Miller	Jeffrey		13336	02/02/2004
Mollica	Nick		4191	24/04/1989

Moore	Wayne	Alan	1050	10/10/1984
Morneau	Frank		4123	20/12/1971
Moscatello	Gus		11261	22/08/2000
Mott	David		13767	25/10/2004
Munisteri	Giovanni		0925	24/07/1984
Murphy	Darren	James	8704	20/03/1995
Murphy	Michael		0570	21/02/2003
Mutart	Victor	Grenville	2368	15/03/1999
Nantais	Dale	P	9722	08/06/1987
Nappa	Donald		4236	05/12/1988
Nicodemo	Daniel	Edward	4095	29/08/1988
Osborne	Leon		11898	12/01/2003
Ouellette	Todd		1752	08/07/1985
Ouimette	Kevin		8627	11/05/1981
Pacecca	Vince		8277	28/07/1980
Papp	Robert		11877	26/06/2001
Parent	Timothy	T.	7636	28/05/1979
Pasarikovski	John		9763	19/06/1984
Paterson	David	A.	7808	30/07/1979
Paterson	Jeremy		11495	06/11/2006
Payne	Wilfred		11644	10/03/2003
Peladeau	Sandy		4568	10/02/1992
Pelchat	Camille		8670	19/05/1981
Perrotta	Dominic		2370	15/03/1999
Piccinin	Eddie		0939	09/04/1985
Piper	Howard	J.	7170	25/05/1978
Popovic	Natalia		11700	04/07/2006
Preston	Michael		1470	06/05/1985
Prieur	Tomas		11570	17/04/2001
Radin	Mark		11618	23/04/2001
Reaume	Barry	A	6337	28/04/1976
Renaud	Leonard		1475	06/05/1985
Renaud	Marc	Philip	2698	03/11/1986
Rigney	James		2941	29/04/1987
Ritchie	David		2631	19/01/2003
Rivard	Edward	Ivan	8342	18/07/1994
Roba	Anwar		2659	02/04/2007
Robinet	Kenneth	Henry	3671	11/04/1988
Robinson	Shad		11899	12/01/2003
Robitaille	Mark	J.	10803	31/05/2006
Rogers	Philip		13261	05/12/2003
Romaniuk	Douglas	M	1522	21/04/1987
Rosin	Kerry		11959	07/08/2001
Ross	Kevin	M.	9627	08/12/1999

Rounding	David	James	8086	25/05/1994
Rousseau	Eric	L.	6640	12/11/1991
Rousseau	John		4770	04/07/1989
Ruccolo	Guy		2887	21/04/1987
Ruccolo	Lucio		4566	03/02/1992
Rukas	Peter		4101	29/08/1988
Salisbury	Chet		12690	29/11/2002
Samrah	Robert		14510	08/05/2006
Sanford	Keith	J	8672	19/05/1981
Santarossa	Bruno		8504	24/10/1994
Sasic	Danica		0135	23/05/2006
Saunders	Kelly		14964	05/03/2007
Scane	Scott		14966	05/03/2007
Scebba	Angelo		8087	26/02/1996
Schmidt	Greg		13344	09/02/2004
Schulz	Ken		3301	23/06/1987
Scodeller	Orfeo		2693	22/10/1986
Scully	Thomas	C.	15195	28/05/2007
Sebastiany	Garry	William	2382	13/03/2000
Sfalcin	Jean	Pierre	12028	17/09/2001
Shreve	Alan		9024	19/06/1995
Sims	Gary		8619	11/05/1981
Sims	Harry		8411	21/04/1987
Smith	Jeffrey	Brian	14811	06/11/2006
Smith	Ronald		5474	13/05/1974
Soulliere	Michael	David	6789	31/01/1992
Soumis	Gary		8709	05/06/1981
Spina	Gilles		11708	06/11/2006
Squires	David		9219	09/03/1998
St. John	Robert		14800	06/11/2006
St. Pierre	Doug		0137	03/12/2003
St. Pierre	Jeff		9010	15/06/1995
Stainer	Steven	Patrick	2908	25/05/1999
Stannard	Kevin		9341	09/12/2008
Starr	Deborah		1537	29/03/2005
Suthers	Gregory		2943	29/04/1987
Sylvester	Robert	Denis	6776	03/02/1992
Synnott	William	E.	8630	22/06/1984
Taillon	Gaetan		14185	02/08/2005
Tavolieri	Mario		1462	29/04/1985
Tedesco	Giuseppe (Joe)		14426	30/04/2007
Teoharovski	Nick		2504	03/07/1986
Theaker	Brian	R.	0668	19/06/1984
Theaker	Timothy	N	7174	25/05/1978

Theoret	Rocky		8595	13/04/1981
Thibert	Kevin	N	7179	25/05/1978
Thomas	George		0949	15/04/1985
Timmins	Jeff		4426	20/01/1992
Tofilovski	Alex		12087	11/08/2008
Tomsich	Robert	J	6330	09/04/1976
Tootill	Brandon		5269	06/12/2003
Touma	Michael		2856	01/05/2000
Tremblay	Christopher		9131	04/07/1995
Tremblay	Donovan		11006	15/05/2000
Tuer	Terence		8538	14/01/1981
Tyler	Thomas		0959	30/03/1998
Varacalli	Antonio		8078	26/02/1996
Varacalli	Joe		5381	15/03/1993
Varga	David	William Sr	5847	26/11/1990
Villegas	Cristino		14091	20/06/2005
Walker	Michael		7243	27/06/1978
Weston	Charles	Ronald	8776	06/07/1981
Wheatley	Alan	B.	11971	13/08/2001
Wilhelm	Eric		11641	10/03/2003
Williams	David	Alan	4077	08/08/1988
Wilschut	Richard		2692	22/10/1986
Wilson	James	Allan	8085	26/02/1996
Wilson	John	Allan	14531	08/05/2006
Wilson	Quentin	James	2137	21/09/1999
Wood	James	William	1770	15/07/1985
Wood	Jay		12714	13/11/2006
Zakrzewski	Magdalena		10920	29/11/2004
Zuccato	Matthew		13136	26/09/2003
Zucco	Domenic	Frank	5543	20/06/1990

SCHEDULE "H"

Local 82 - Temporary Part-Time Members Hired on or Before April 17, 2009				
Last	First Name	Middle	ID	Rehire Dt
Abiabdallah	Gina		12957	11/08/2008
Abi-Abdallah	Joseph		13236	06/09/2008
Allsop	Bradley	George	15860	06/09/2008
Anger	Tamara		10890	09/11/2002
Arner	Brittany	Marie	14485	06/09/2008
Barbesin	Jordan	Michael	15099	06/09/2008
Beaudoin	Rodney		14808	06/11/2006
Boughner	Timothy	Stephen	15861	06/09/2008
Brett	Denise	Elaine	15862	08/09/2008
Clarke	James		14806	06/11/2006
Costella	Franco		15863	06/09/2008
Cristofaro	Louis	Matthew	15833	06/09/2008
Durlanescu	Gene		9330	30/10/2006
Durocher	Christopher	Matthew	15811	11/08/2008
Dzudz	Anthony	John	15897	06/10/2008
Edwards	Neil	Michael	14552	06/09/2008
Embree	Megan	M	13959	06/09/2008
Ferguson	Larry		14832	27/11/2006
Fields	Gregory	Wayne	15869	15/09/2008
Gagnier	Kris	Jerome	15924	25/10/2008
Gagnier	Thomas	Arthur	15870	15/09/2008
Gelinas	Evie-Anne		13232	14/11/2003
Gelissen	John		15871	06/09/2008
Gignac	Leonard		15914	20/10/2008
Haines	Aaron	J	14241	26/09/2005
Hart	Dennis	James	15872	06/09/2008
Honcharuk	Seth	Daniel	15873	06/09/2008
Hotham	Craig	Ryan	15945	17/11/2008
Jaworiwsky	Michael		14827	20/11/2006
Koumaneh	Harbi		10756	12/01/2000
Koumoutsidis	Bessie		15127	03/11/2008
Kovacevich	Nicole	Ashley	13770	06/10/2008
Krug	Jeffery	Douglas	15810	11/08/2008
Kurucz	Richard		15874	06/09/2008
Lachine	Ryan	Christopher	15896	06/10/2008
Laforest	Jean Marc		15875	06/09/2008
Landry	Justin	Jerome	15922	25/10/2008
Lavergne	Joseph "Joey"	Thomas	15809	11/08/2008
Lessard	Adrien	L	14216	06/09/2005

Lewandowski	Scott	Joseph	15919	25/10/2008
Leyland	Jessica		1660	19/09/2005
Lindsay	Nicolas	Edward Douglas	15944	17/11/2008
Little	Debra		14813	06/11/2006
Mantha	Kyle	Reece	15895	06/10/2008
Masse	David	Gerard	15808	11/08/2008
Matheson	Kevin	Peter	13247	06/09/2008
McKeegan	Sean	Colin	15921	25/10/2008
McKinley	Meaghen	Louise	12388	06/10/2008
Miller	David	Farmer	15923	25/10/2008
Morano	Alessandro		14805	06/11/2006
Morano	Marco		13835	15/02/2005
Murdock	Jennifer	Lynn	15928	03/11/2008
Murdock	Tom		6423	13/11/2006
Nardini	Kevin		12029	16/09/2001
Papineau	Cory	Joachim	15876	06/09/2008
Paterson	David	Michael	13257	02/12/2003
Plante	Joseph	Michael	15807	11/08/2008
Purdy	Dustin	Paul	15805	11/08/2008
Rock	Jordan		13556	14/08/2008
Rotondi	Michael		13491	05/10/2005
Sabo	Susan	Louise	15877	06/09/2008
Schuchard	Ryan	Scott	15878	06/09/2008
Shaw	Christopher	Duncan	15804	11/08/2008
Smith	Dennis	Cochese	15879	06/09/2008
Sokolowski	Mitchell	Joseph	15832	06/09/2008
Soulliere	Matthew	D	13944	06/11/2006
St. Louis	David	Lawrence	15920	25/10/2008
Stadder	Douglas	Earl	15880	06/09/2008
Stimac	Ante "Anthony"		15913	20/10/2008
Stuart	Michele	Ann	15889	06/10/2008
Sweet	Marysue		14807	06/11/2006
Therriault	Joseph	Matthew Jr.	15803	11/08/2008
Tootill	Katie	Lynn	15898	06/10/2008
Tracey	Melanie	Linda-Beth	15942	10/11/2008
Trepanier	Michael		13778	09/11/2004
Willoughby	Scott	Eric	15066	06/09/2008
Yilmaz	Jennet	Sarah	12749	06/09/2008

SCHEDULE "I"

Local 82 - Retirees Who Retired on or Before April 17, 2009		
Last	First Name	Middle
Abray	George	W
Albano	Antonio	
Albano	James	D
Armstrong	Rogers	
Arpan	Harry	J.
Arpan	J.F.Wallace	Fw
Arsenault	Daniel	
Bacic	Tomo	
Bacon	Kenneth	G
Bailey	Edward	
Balash	Nicholas	
Bastien	Byron	V.
Beaule	Jack	R
Belanger	Andre	
Berthiaume	Rene	Aldie
Biebaut	Willy	Girard
Bischoff	Helmut	Harry
Boismier	Harold	E
Bonasso	Salvatore	
Bosnyak	Charles	
Brignall	Clarence	
Broderick	William	L.
Brouyette	Stephen	
Bush	William	Crawford
Busvek	Frank	
Buzzeo	Valentino	
Carlini	Pio	
Castellucci	Pasquale	
Castonguay	Elmer	J.
Charrette	Clifford	J
Chase	Jack	A
Chase	Warren	G
Cheshire	Donald	R
Cirino	Gennaro	
Colley	Peter	C
Cornellier	Leo	J
Croppo	Nilo	
Danelon	Peter	
Davis	George	D.

Davis	Richard	
Dean	Davis	J.
Demtchenko	Andrew	
Dennis	Franklin	B.
Derubeis	Gerardo	
Desantis	Giacomo	
Desantis	Gino	
Desantis	Giovanni	
Didonato	Angelo	
Divito	Peter	
Donison	Peter	A
Douglas	Donald	E
Dowhan	Harry	Jr.
Dresser	Richard	
Drouillard	Daniel	
Drouillard	Kenneth	J
Fairhurst	Joseph	
Fantetti	Nicola	
Fardella	Simone	
Farina	Gerardo	
Farough	Robert	
Fazio	Carmine	
Ferranti	Joseph	
Fisher	Charles	C.
Forcett	John	
Fortier	Roger	
Fossati	Marco	
Freeman	Melvin	
French	Vincent	G
Gallant	Paul	C
Gauthier	Gerald	C
Gertsakis	George	
Girard	Marvin	P.
Girard	Yvan	A
Grayer	Lyle	
Happy	Michael	John
Heimann	Gerhard	Arno
Heimann	Harry	A.
Higginbottom	Gary	G
Hrvatin	Carlo	
Hudacek	Frank	
Hudak	John	
Hutton	Thomas	
Iannetta	Domenico	

Iatonna	Carmine	
Iatonna	Sante	
Joinville	Leonard	
Jones	Leonard	L.
Kakko	Eino	
Keeble	Brian	C
Kelly	John	
Kent	Leonard	
Lachance	Francis	
Lalonde	Kenneth	
Lehoux	Adrian	
Lepore	Guiseppe	
Lessard	Louis	
Locastro	Pietro	
Luciani	Sante	
Luxford	John	
Mangin	Thomas	W
Marras	Vittorio	
Martinello	Antonio	
Martini	Filippo	
Maselli	Luigi	
Maznyk	William	
Mazza	Saverio	
McCartney	Edward	Ross
McLean	Dale	T
Molle	Palmerino	
Moore	Gerald	
Moore	Robert	A
Morneau	Gary	A
Moxon	Stanley	V.
Mulligan	Gilbert	L
Notarantonio	Lucio	
Olijnyk	Michael	
Orlando	Santo	
Palombo	Antonio	
Panchuk	James	
Penny	James	
Perry	John	R
Piette	Michael	
Piper	Gerald	Jerry
Pliskevicius	Vytas	
Popovic	Milos	
Prokopchuk	Theodore	I.
Pukay	Stephen	

Reaume	Melvin	J
Renaud	Daniel	J.
Renaud	Ron	
Richer	Donald	J.
Rock	Sherry	
Roma	Natale	
Rose	Paul	V
Rotondi	Guiseppe	
Rouillard	Lionel	
Rousseau	Wilfred	L
Rupert	Donald	Glen
Ryan	Gary	T
Salinitri	Filippo	
Samson	Leonard	J
Sanders	Richard	
Sansotta	Domenico	
Santarossa	Luciano	
Sauve	Alfred	
Sementilli	Lando	
Shreve	George	Leroy
Simeoni	Joseph	S
Suhan	Peter	
Teti	Domenico	
Thibert	Edward	
Thompson	James	
Tomko	John	
Trifon	Athanosios	T
Trkulja	Nick	
Turcano	Frank	
Urukalo	Jovan	
Verro	Armando	
Warner	Raymond	F
Weir	Charles	
Weir	Frederick	L
Whited	Lindon	A
Wilkinson	John	E
Wojtak	Karol	
Wood	Greg	
Zappio	Thomas	

SCHEDULE "X"

(forming part of the Collective Agreement)

The following Promissory Note shall be issued to each eligible employee in his or her personal capacity and upon such issuance, all such promissory notes shall also form part of this Collective Agreement

Promissory Note

To: <Insert Name of Employee> (the employee)

FOR VALUE RECEIVED subject to the eligibility requirements for post retirement benefits for employees of the undersigned applicable as the date hereof, upon the retirement of the Employee, either by reaching normal retirement age or by reason of being unable to discharge his or her duties efficiently because of illness or other incapacity, the undersigned agrees to provide post retirement benefits to the Employee, and his or her eligible spouse and eligible dependant children, in accordance with by-law Number 6342 as amended by By-law 7732 and by-law 8133 passed by the undersigned on September 24, 1979.

For clarity, it is the intention of this note to permanently enshrine the rights of the Employee, and his or her eligible spouse and eligible dependent children, to be eligible for post retirement benefits for life provided they qualify for same. It is agreed that this document forms part of the Collective Agreement and shall be enforceable on its terms both within the Collective Agreement by the Union and by each of the individuals to whom it applies in their personal capacity in a civil court. It is expressly intended that this Schedule shall be automatically renewed with each successive Collective Agreement and form part of such Collective Agreement. Further, in the event of any expiry of any Collective Agreement to which this Schedule is attached, this Schedule shall continue to be enforceable in the interim period until the next Collective Agreement is in place. Further, this note is also being provided independently of the terms and conditions of any applicable collective agreement binding on the undersigned and will continue in full force and effect notwithstanding the following:

- i) The amendment of the applicable terms and conditions of the collective agreement between the undersigned and the Canadian Union of Public Employees and its Local 82;
- ii) The merger of the Corporation of the City of Windsor with any other municipality (including, but not limited to, the creation of a "Regional Government") that includes some or all of the undersigned;

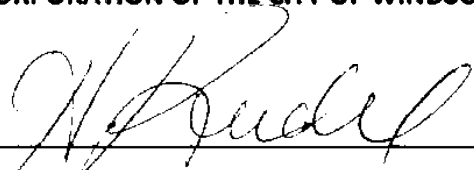
- iii) The dissolution or any other re-organization of the Corporation of the City of Windsor at its own doing or by any act of the provincial legislature
- iv) The merger of the Canadian Union of Public Employees and/or Local 82 with any other union and/or one or more Canadian Union of Public Employees locals;
- v) The repeal or amendment of By-Law Number 6342;

For clarity, this note can only be cancelled or amended with the express written consent of the Corporation, and the Canadian Union of Public Employees, Local 82 (and/or legal successors to each of these three entities) and with the express written consent of the Employee (or their individual personal representatives) and/or the eligible spouse and eligible dependents of the Employee (or their respective individual personal representatives).

This Schedule and the Promissory Note shall be made the subject of its own City of Windsor bylaw, duly passed, authorizing the Corporation to enter into these separate promissory notes and incorporating the terms herein that bind the Corporation to all of the terms herein.

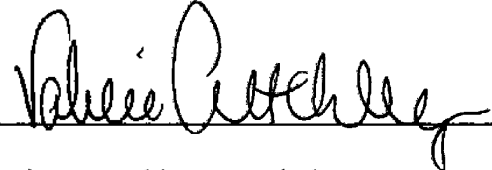
THE CORPORATION OF THE CITY OF WINDSOR

Date: _____

By: 

Helga Reidel, Chief Administrative Officer

Date: _____

By: 

Valerie Critchley, City Clerk

BY-LAW NUMBER 980

(as amended - for amending By-laws see last page)

**A BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR
EMPLOYEES OF THE CORPORATION**

Passed the 1st day of April, 1952

WHEREAS it is deemed expedient to establish a plan of sick leave credit gratuities for the employees of The Corporation of the City of Windsor;

THEREFORE the Municipal Council of The Corporation of the City of Windsor enacts as follows -

1. In this by-law -

(a) "Employee" means any salaried officer, clerk, workman, servant or other person in the employ of The Corporation of the City of Windsor, and unless otherwise provided herein, shall include a temporary employee who has been employed continuously on a full-time basis for not less than six (6) months, if such temporary employee has submitted a medical examination report satisfactory to the Corporation. (added B/L 2294)

(b) "Month" shall mean a calendar month

(c) "Regular attendance" means for any month the attendance of an employee at his duties on the days during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or who is absent for more than six (6) days for any reason other than vacation leave of absence or attendance, with the permission of Council, at any meeting or convention of any organization or association with which any Union which has a collective agreement with the Corporation is affiliated. (amended - B/L 1913)

(d) "Sick leave certificate" means a certificate, Form "A" attached to and forming part of this by-law, verifying a claim for sick leave.

(e) "Sick leave absence" means absence from regular attendance by sickness or other physical incapacity.

(f) "Sick leave credit" means an allowance as provided by this by-law for sick leave absence with pay.

(g) "Council" means the Council of The Corporation of the City of Windsor.

2. (a) A plan of sick leave credit gratuities is hereby established for every employee, and subject to the control of Council, the conduct and management of the plan shall be vested in the Treasurer, or such other employee of the Corporation as the Council by resolution may designate, from time to time.

(b) The Treasurer shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any

sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the Treasurer of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.

(c) The Treasurer shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.

3. (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than 1 ½ days per month, and the sick leave credit of an employee shall be cumulative.

(aa) Each employee excepting those employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation, provided that where the Collective Agreement provides for a probationary period of more than three (3) months, such sick leave credits shall not be available for the use of the employee until the employee has completed such probationary period or six (6) months, whichever is earlier, and thereafter the employee shall be credited with one and one-half (1 ½) days' sick leave credits retroactive to the first day of the calendar month following three (3) months of continuous service for each and every month thereafter. (Amended - B/L 6333)

(b) Where an employee has been employed for more than three years, he may, subject to the approval of the City Manager, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the City Manager disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall not apply to a temporary employee. (Amended - B/L 4053)

(bb) Employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation. (Amended by B/L 6333)

(c) Where an employee is absent due to an accident and is in receipt of Workmen's Compensation and the municipality makes up the twenty-five percent (25%) difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each day's absence. (Amended by By-law 1913).

(d) Where an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with any disability sustained by such employee as a result of military service, and the Municipality makes up the difference between the employee's normal salary or wages for such period of absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veterans Affairs while attending at such hospital, his sick leave credit, if any, shall be debited with the period of time determined by the ratio that the Municipality's supplemental payment bears to the employee's normal salary or wages for the period of absence. This paragraph shall not apply to a temporary employee. (B/L's 1165 & 2294).

(e) If an employee is absent from work for any period of time during which he is entitled to receive sick leave payments or is awarded compensation under The Workmen's Compensation Act, his normal accumulation of sick leave shall not be interrupted by reason of such absence. (Added - B/L 4053)

(f) Where an employee is on layoff, he is entitled to receive sick leave payments, as provided for in this by-law, for a maximum of fifteen (15) weeks for the period of his illness, or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that the absence began more than two months prior to the layoff and that no notice of layoff had been given prior to the commencement of the absence, provided that during the period of illness, the employee shall provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness. (Amended B/L 6333)

(g) Where an illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury for a maximum of fifteen (15) weeks or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that during the period of sickness or injury an employee shall be required to provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness or injury. (Amended B/L 6333)

4. (a) An employee shall report his illness to his immediate superior during the first day on which such employee is absent from his work, and no later than one (1) hour prior to the commencement of their shift.

(b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Treasurer, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable.

(c) The sick leave certificate, supported by a physician's certificate or other satisfactory evidence of illness, shall be required if requested by the City Treasurer. (By-law 2030)

(d) An employee absent for more than one month shall furnish immediately following such period, and each subsequent month, a certificate from his personal physician covering the nature of the illness, latest date of attendance and the probable date on which the employee will return to duty.

5. (a) Whenever the Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this by-law, such employee may appeal against the decision or action of the Treasurer by filing with the City Manager a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Treasurer. (B/L 3501)

(b) The City Manager shall be and is hereby empowered to hear such appeal and the City Manager, upon notice to all interested parties, may fix the time and place of the

hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)

(c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the City Manager for hearing any such appeal.

(d) The decision of the City Manager in respect to any such appeal shall be reported to the Treasurer and the Treasurer shall record the decision of the City Manager in the Register, and act upon it. (By-law 2030) (Amended by By-law 2007)

6. The Treasurer shall report monthly to the City Manager of the said Corporation all sick leave absences. (By-law 2030)

7. (a) Where an employee has heretofore accumulated sick leave credits under any plan established by the Corporation, the employee shall be entitled to credits equal in number to the sick leave credits so accumulated, in addition to any credits to which he may become entitled under the provisions of this by-law. (Amended B/L 4053)

(b) Upon the application of an employee who immediately prior to his employment by the Corporation was employed by another municipality or local board which has established a sick-leave plan under The Municipal Act or any other general or special Act, the total sick-leave credits standing to the credit of such employee in the plan of such municipality or local board shall be placed to the credit of such employee in the plan of the Corporation, provided that, such total credits shall not exceed the amount of the credits which could have been earned by such employee under the plan of the Corporation for the same term of employment. (B/L 4578)

8. Subject to Section 9 hereof, when an employee, having more than five (5) years' service, ceases to be employed by the Municipality, or when an employee having less than five (5) years' service dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than Fifty Dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his request. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, and such interest shall be payable annually not later than January 15th in each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by B/L's 1437, 2294, 4053 and 4959)

9. Any employee discharged by Council for cause shall lose or forfeit all benefits under this by-law.

10. By-law Number 960, passed the fifth day of February, 1952, is hereby repealed.

11. This by-law shall come into force on the 1st day of January, 1952.

(SEAL)

(Signed)

J. F. Martin

Presiding Officer

(Signed)

C. V. Waters

City Clerk

First Reading April 1, 1952

Second Reading April 1, 1952

Third Reading April 1, 1952

“APPROVED

(Signed) G. H. Dunbar

Minister of Municipal Affairs

April 8, 1952”

As Amended By:

By-law 1074 - July 7, 1953

By-law 1165 - April 21, 1954

By-law 1437 - March 2, 1956

By-law 1913 - November 17, 1958

By-law 2007 - June 15, 1959

By-law 2030 - September 14, 1959

By-law 2294 - July 10, 1961

By-law 3501 - September 3, 1968

By-law 4053 - March 8, 1971

By-law 4578 - May 22, 1973

By-law 4959 - October 21, 1974

By-law 6333 - September 4, 1979

AGREED UPON AMENDMENTS TO BY-LAW 980 WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT SUBJECT TO APPROVAL BY COUNCIL AMENDING THE SAID BY-LAW.

BY-LAW 980

Article 3 (b) shall now read:

“3. (b) Where an employee has been employed for more than three years, he may, subject to the approval of the Chief Administrative Officer, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the Chief Administrative Officer disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall not apply to a temporary employee.” (Amended - B/L 4053)

Article 4 (b) shall now read:

“4. (b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form “A” which forms part of this by-law must be filed with the Commissioner of Corporate Services & Treasurer, and where the absence has been in excess of three (3) days at one time the physician’s portion of the certificate must also be completed as soon as practicable.”

Article 8 shall now read:

“8. Subject to Section 9 hereof, when an employee, having more than five (5) years’ service, ceases to be employed by the Municipality, or when an employee having less than five (5) years’ services dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months’ pay, and any such employee shall be entitled to be paid such amount in a lump sum. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, and such interest shall be payable annually not later than January 15th in each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by B/L’s 1437, 2294, 4053 and 4959).”

Section 3 (c) shall now read:

3. (c) Where an employee is absent due to an accident and is in receipt of Worker's Compensation and the municipality makes up the difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each such day's absence. (Amended by By-law 1913).

Section 5 shall now read:

5. (a) Whenever the Commissioner of Corporate Services & Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with terms of this by-law, such employee may appeal against the decision or action of the Commissioner of Corporate Services & Treasurer by filing with the Chief Administrative Officer a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Commissioner of Corporate Services & Treasurer. (B/L 3501)

(b) The Chief Administrative Officer shall be and is hereby empowered to hear such appeal and the Chief Administrative Officer, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)

- (c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the Chief Administrative Officer for hearing any such appeal.
- (d) The decision of the Chief Administrative Officer in respect to any such appeal shall be reported to the Commissioner of Corporate Services & Treasurer, and the Commissioner of Corporate Services & Treasurer shall record the decision of the Chief Administrative Officer in the register, and act upon it. (B/L 2030) (amended by B/L 2007)

Section 7 (b) Deleted

AGREED UPON AMENDMENTS TO BY-LAW 980 WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT SUBJECT TO APPROVAL BY COUNCIL AMENDING THE SAID BY-LAW.

BY-LAW 980

Article 4 (b) shall now read:

“4. (b) Effective January 1, 2000, upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form “A” which forms part of this by-law must be filed with the Director of Human Resources or designate, and where the absence has been in excess of three (3) days at one time the physician’s portion of the certificate must also be completed as soon as practicable.”

Article 4 (c) shall now read:

“4. (c) Effective January 1, 2000, the sick leave certificate, supported by a physician’s certificate or other satisfactory evidence of illness, shall be required if requested by the Director of Human Resources or designate.” (By-law 2030)

Section 5 (a) shall now read:

“5. (a) Effective January 1, 2000, whenever the Director of Human Resources or designate disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with terms of this by- law, such employee may appeal against the decision or action of the Director of Human Resources or designate by filing with the Chief Administrative Officer a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Director of Human Resources or designate.” (B/L 3501)

Section 5 (d) shall now read:

5. (d) Effective January 1, 2000, the decision of the Chief Administrative Officer in respect to any such appeal shall be reported to the Director of Human Resources or designate, and the Director of Human Resources or designate shall record the decision of the Chief Administrative Officer in the register, and act upon it.” (B/L 2030) (amended by B/L 2007)

BY - LAW NUMBER 18-2013

**A BY-LAW TO FURTHER AMEND BY-LAW
NUMBER 980 BEING A BY-LAW TO ESTABLISH A
PLAN OF SICK LEAVE GRATUITIES**

Passed the 4th day of February, 2013.

WHEREAS it is deemed expedient to further amend By-law Number 980 passed the 1st day of April, 1952 by amending the provisions applicable to sick leave credits so far as it effects City of Windsor employees who are members of Canadian Union of Public Employees Locals 82 and 543;

THEREFORE the Council of The Corporation of the City of Windsor enacts as follows:

1. This by-law Number 980 be and the same is hereby amended by adding section 12 thereto:

"12. That Schedules "A" and "B" shall be added to this by-law following Form "A"."
2. That By-law Number 980 be and the same is hereby amended by adding Schedule "A" to follow Form "A" as follows:

"SCHEDULE "A"

1. This Schedule shall apply to all employees who are members of Canadian Union of Public Employees Local 82.
2. The provisions of this by-law affecting the acquiring and accumulation of sick leave credits are hereby amended to provide effective January 1, 2013, each eligible Regular Full Time employee shall be entitled to a sick leave credit of three-quarter (3/4) days per month and the sick leave credits of each eligible Regular Full Time employee shall be capped at a maximum of one hundred and thirty (130) days. Those Regular Full Time employees with 130 days or more on January 1, 2013 shall not accumulate 3/4 days per month until such time as their sick leave credits are 129 days or less, after which the Regular Full Time employee shall accumulate 3/4 days per month to a maximum of 130 sick leave days."
3. That By-law Number 980 be and the same is hereby amended by adding Schedule "B" to follow Schedule "A" as follows:

"SCHEDULE "B"

1. This Schedule shall apply to all employees who are member of Canadian Union of Public Employees Local 543.

2. The provisions of this by-law affecting the acquisition and accumulation of sick leave credits are hereby amended to provide that effective January 1, 2013, each eligible Regular Full Time employee shall be entitled to a sick leave credit of three quarter (3/4) days per month and the sick leave credits of each eligible Regular Full Time employee shall be capped at a maximum of one hundred and thirty (130) days. Those Regular Full Time employees with 130 days or more on January 1, 2013 shall not accumulate 3/4 days per month until such time as their regular sick leave credits are 129 days or less, after which the Regular Full time employee shall accumulate 3/4 days per month to a maximum of 130 sick leave days.”
 3. Effective January 1, 2013, a temporary employee working a full work week as in Article 16, after six (6) months of continuous service shall earn in every month of regular attendance after January 1, 2013, a sick leave credit at the rate of 1/4 days per month and such sick leave credit shall be cumulative to a maximum of nine (9) days.
 4. Effective January 1, 2013, a Regular Part-Time employee who posts into a temporary full-time position and works a full work week as in Article 16, after six (6) months of continuous service, shall earn for every month of regular attendance after January 1, 2013, a sick leave credit at the rate of 1/4 days per month and such sick leave credit shall be cumulative to a maximum of nine (9) days.”
4. This by-law shall come into force and take effect on the day following the final passing thereof.

(Eddie Francis)
EDDIE FRANCIS, MAYOR

(Valerie Critchley)
CLERK

First Reading - February 4, 2013
Second Reading - February 4, 2013
Third Reading - February 4, 2013

LETTER OF INTENT given this 8th day of October, 1996.

TO: WINDSOR MUNICIPAL EMPLOYEES LOCAL 82
CANADIAN UNION OF PUBLIC EMPLOYEES

I. It is the intention of The Corporation of the City of Windsor to continue the following:

1. Wash-Up Time:

(a) That all employees engaged in manual work shall be allowed wash-up time of 5 minutes before lunch and 5 minutes prior to quitting time; provided however, that in the case of refuse packer crews, these employees will be permitted to wash-up on return to the Public Works Department Yard and completion of their assigned work.

(b) **All employees working under the Pollution Control Branch shall be permitted a washup time of fifteen (15) minutes prior to the end of their shift.**

2. Legal Picket Lines Established During Industrial Strikes at Premises Other Than Those Under the Control of the Corporation

(a) That in the event of industrial strikes, the Corporation will instruct its supervisors that the municipal employees are not to be ordered to cross legal picket lines unless prior permission is obtained from the proper Union authority.

3. Stand-By Crews, Winter Control Program, Public Works Department and Parks and Recreation Department

(a) That the Corporation will establish for the Winter Season (as determined by Management) 3 stand-by crews of not fewer than seven (7) workers per crew in the Public Works Department and not more than six (6) workers in Parks, Recreation and Facilities, who shall agree, not later than 1 December in each year which the collective agreement shall continue to operate, that they will be available for call-out during off shift hours (for stand-by duty) for one week periods in rotation during the Winter Season. The Corporation shall pay to each employee during each week that they are scheduled for stand-by duty (and regularly responds to call-out during off-shift hours as required), and in addition to overtime or call-out pay as provided in the collective agreement, a premium of **\$75.00 per week (Effective January 1, 2022), \$100 per week (Effective January 4, 2026)**. Employees on a particular shift will be permitted to make arrangements with employees on other shifts for the exchange of shifts, but only if both employees involved in the exchange inform their supervisors of the exchange on the last working day of the week next preceding that in which the exchange of shift is to take place. In the event of an exchange of shift, payment will be made to the employee regularly scheduled for the shift who shall be obliged to make adjustment with the employee who replaces him. It is understood that the Union will make a sincere effort to ensure that sufficient personnel indicate their agreement to be available for call-out for the Winter Control Program to provide the necessary complement of men on each stand-by shift.

- II. It is further the intention of the Corporation of the City of Windsor to implement a trial job preference scheme on the following conditions:
- (a) The procedures of any preference scheme are to be established by a joint committee of the Union and Management.
 - (b) Any preference scheme which the joint committee may approve will be in existence for a trial period of two years with the date of commencement to be established by the joint committee.
 - (c) It is further understood that any preference scheme established, may have to be modified or altered during the trial period and the joint committee will meet as necessary for this purpose.
- III. And it is further the intention of the Corporation of the City of Windsor to implement, on a trial basis, the following procedures for the banking of overtime hours for time off in lieu of overtime pay as follows:
- (a) An employee may bank overtime to a maximum of 120 straight time hours once annually, exclusive of any carry-over as defined in subparagraph (e) (ii) below.
 - (b) The banking of hours in lieu of overtime pay shall be at the option of the employee.
 - (c) Employees shall be credited with banked time at the premium rates as specified in the contract. (e.g. time and one-half: - one hour overtime work will be banked to the employee's credit as one and one-half hours; double time - one hour's overtime worked shall be banked to the employee's credit as two hours).
 - (d) An employee may use overtime hours banked for limited leave of absence with pay subject to the approval of the department head so far as may be allowed to ensure the efficient operation of the department concerned.
 - (e)(i) All hours banked to the credit of an employee shall, if unused, be paid out to said employee at his then current rate of pay on the first pay day after December 1st each year.
 - (ii) Notwithstanding the foregoing, if any employee wishes to carry banked time from one year to the next he must make his election to do so by November 1st. It is further agreed that the time carried forward must be used as time off work in the year to which it is transferred and shall not be subject to pay in lieu of or any further transfer.
 - (iii) Under no circumstances shall an employee be allowed to use in excess of 120 hours of banked time, exclusive of time carried forward from the previous year, in any one calendar year. If any employee has not taken time off by November 1st in the year to which it was transferred, the employee shall take the time off as directed by and at the discretion of his department head.
- IV. And it is further the intention of the Corporation of the City of Windsor:
- 1. That employees not in the Bargaining Unit shall not perform the duties of employees in the Bargaining Unit except for the purpose of investigation, inspection, or instruction.

2. The Clothing Committee shall be comprised of (2) Union Executive members and two (2) Management representatives.

The Joint Committee shall meet at least once a month during working hours until such time as agreement is reached on the aforesaid subject matters or it becomes evident that agreement cannot be reached.

3. And it is further the intention of The Corporation of the City of Windsor to allow employees with seniority and not subject to Article 26 who hold only the classification of Labourer in the Parks Department and the Public Works Department to apply for labourer positions in either the Public Works or Parks Department in the event either of those departments is seeking labourers.
4. That the Parks Department shall annually allow the most senior full-time rink attendant who wishes to work outside of the Arena Division in one of his other classifications for the time period March 31st to Labour Day. The attendants so requesting must do so by the end of February.
5. That if Local 82 negotiates an agreement with an insurance company to provide group rates for auto and/or house insurance, that the City of Windsor will, pursuant to directions from the employees concerned, implement payroll deductions for such payments.
6. Employees required to attend grievance hearings held at City Hall will be allowed a maximum of one hour prior to the hearing and a maximum of one hour subsequent to the hearing for travel and clean-up. If the employee requires more than the allotted hour, the employee may ask for permission from his Department.
7. Older Worker Provision

The Corporation will consider on an individual basis the request of the Union on behalf of an employee who is within 5 years of normal retirement to work at an alternate position conducive to his/her physical abilities with no loss of pay or seniority.
8. That an employee who wishes to exercise his rights under Article 12.02 (g) may indicate to his supervisor that he wishes to exercise such right when the position he is seeking becomes available. The applying employee will be entered on a list with seniority to be considered when a position becomes available.
9. That employees holding the classification of Sewer Machine Operator and Refuse Collector shall not be subject to Article 12.02 (a) unless the employee requests same.

IT IS UNDERSTOOD that this Letter of Intent is not to be construed as supplementary to, explanatory of, or incorporated in the Collective Agreement in any manner whatsoever.

DATED at Windsor, Ontario, this 21st day of February, 1992.

THE CORPORATION OF THE CITY OF WINDSOR

(Michael Hurst)
Michael Hurst, MAYOR

(Tom Lynd)
Tom Lynd CITY CLERK

Windsor Municipal Employees Local 82, Canadian Union of Public Employees
hereby acknowledge receipt of a copy of the above Letter of Intent.

DATED at Windsor, Ontario, this 8th day of October, 1996.

WINDSOR MUNICIPAL EMPLOYEES LOCAL 82
CANADIAN UNION OF PUBLIC EMPLOYEES

(Rick Sanders)
Rick Sanders, PRESIDENT

(Ken Drouillard)
Ken Drouillard, RECORDING SECRETARY

**LETTER OF AGREEMENT RE LTD RESOLUTION
TO CUPE LOCAL 82**

1. The Parties agree that no grievance will be filed until such time as the entire LTD process, including appeals is exhausted. (see no. 5 for details)
2. Human Resources will arrange a meeting with two representatives of the Union, the Carrier and Human Resources to discuss the timeliness of decisions with a view to improving the expediency of the process.
3. The Human Resources Department will copy the Union on the “Application for LTD Claim” package as presented to the member at 60 days.
 4. (a) Within 30 days of the date of ratification by Council of the Collective Agreement, the Union and Corporation shall each choose three persons from the List of Members of the Ontario Labour-Management Arbitrators Association, which six persons shall constitute the list of arbitrators for the purposes of this LTD agreement. The Union and the Corporation shall provide replacement appointees to the list as required from time to time, selected from the above lists, to maintain the full list of six persons.

(b) The Corporation and the Union shall share equally the cost of the arbitrator. The party seeking to arbitrate may proceed directly to arbitration upon the exhaustion of the claims appeal procedure including the third party independent physician agreed upon by both parties, but must do so within 10 days of the delivery of the final decision of the carrier by the Corporation to the Union.
 5. (a) Amended language Proposal as attached. (Clarification that method of payment has changed).

(b) Corporation agrees to delete paragraph 2 in section 2.3 (Manner of Performance) of the Administrative Services Agreement.

(c) Letter - Employees must fully exhaust the claims appeal procedure under the LTD Plan including the third party independent physician agreed upon by both parties. Thereafter should the Union decide to proceed to Arbitration, the selection of an Arbitrator will be from the above list of names, on a rotating basis, depending upon availability. The Corporation reconfirms that notwithstanding the wording in the LTD Plan stating that the decision of the third party physician is final and binding, the claimant may proceed to arbitration of a denied claim.

LETTER OF AGREEMENT RE LTD RESOLUTION
TO CUPE LOCAL 82

(d) The decision of the arbitrator shall be final and binding on all parties without further appeal.

(e) Continuation of benefits for an applicant whose claim has been allowed by the arbitrator shall be subject to the applicant abiding by the normal rules and practices of the LTD Plan as administered by the carrier.

Dated this 9th day of April, 2003.

FOR THE CORPORATION

FOR THE UNION

(Joe Levack)

(Barry Reaume)

(John Lechicky)

(Robert Farough)

Permit to work excess hours Under section 20 (1)

The Employment Standards Act 1974

Permit Number 07530

THE CORPORATION OF THE CITY OF WINDSOR

Room 102, City Hall

Windsor, Ontario N9A 6S1

Subject to the Terms and conditions, this permit authorizes hours of work in excess of those prescribed by section 17 or as extended by approval number issued under Section 18 as follows:

- a. In the case of an engineer, fireman, full-time maintenance man, receiver, shipper, delivery truck driver or his helper, watchman or other person, who in the opinion of the Director is engaged in a similar occupation, twelve hours in each week for each employee, and
- b. In the case of all other employees, 100 hours in each year for each employee
- c. Other (included in (a) above)

Terms and Conditions

- 1. Notwithstanding this permit, no employee may be required to work in excess of 8 hours per day or 48 hours per week without the consent or agreement of the employee or his agent.
- 2. This permit does not relieve the employer of the obligation to pay overtime pay as required by the Act or regulation.
- 3. This permit remains in force until revoked by the Director.
- 4. This permit shall be posted and kept posted by the employer in a conspicuous place where the employees are engaged in their duties.
- 5. This permit is subject to such further terms and conditions as the Director may from time to time prescribe.
- 6.

Date of issue August 17, 1977

(John R. Scott)

Director of Employment Standards

ESA 1104 (Rev. 05/75)

LETTER OF UNDERSTANDING

During the 2012 negotiations the parties discussed the implementation of a Skilled Trades Apprenticeship Programme. The agreed terms of the Skilled Trades Apprenticeship Programme are attached to this Letter of Understanding as Exhibit "A".

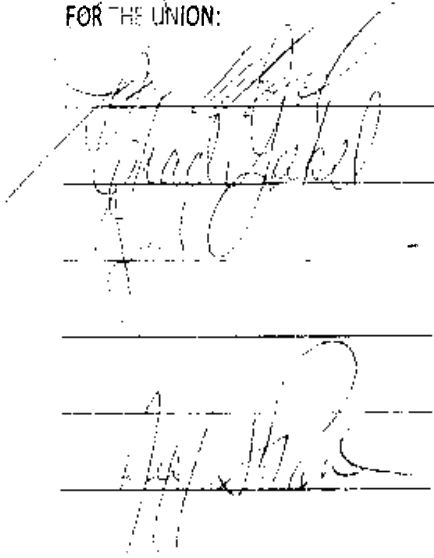
It is expressly agreed that those employees who are currently enrolled in an apprenticeship program shall continue with the agreement that was put in place for them at the commencement of their apprenticeship program. Specifically, it is agreed that the employees who are currently enrolled in an apprenticeship program shall not be bound by the terms of the attached Skilled Trades Apprenticeship Programme.

The employees currently enrolled in an apprenticeship program are:

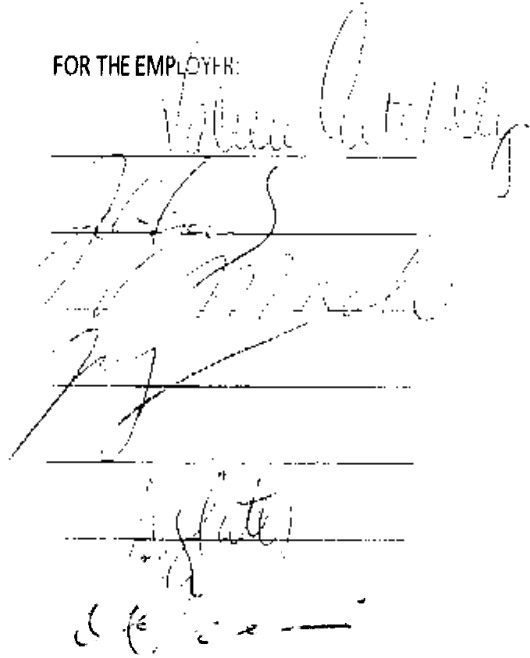
- Rob Malone
- Jeff Miller
- Mark Lockwood
- Bryan Bond

DATED at Windsor, Ontario this 7th day of December, 2012.

FOR THE UNION:

The Union section contains three handwritten signatures on a set of four horizontal lines. The first signature is the most prominent, followed by a second and then a third, all written in dark ink.

FOR THE EMPLOYER:

The Employer section contains four handwritten signatures on a set of four horizontal lines. The first signature is the largest and most legible, followed by three smaller signatures, all written in dark ink.

SCHEDULE “K”

EXAMPLE 1: 3 YEAR PROGRAMME (33.33% INCREMENTS)

2012 WAGES

Journeyman	\$28.00/hour
Apprentice	\$25.00/hour
<hr/>	
Difference	\$3.00/hour

- 33.33% = \$1.00 increase upon the successful completion of first year in programme.

2013 WAGES

Journeyman	\$28.84/hour	(2012 wage plus 3% contract increase)
Apprentice	\$26.78/hour	(wage calculated based on \$1.00 increase plus 3%)
<hr/>		
Difference	\$2.06/hour	

- 33.33% = half of the remaining 66.66% difference or \$1.03 increase upon the successful completion of the second year in the programme.

2014 WAGES

Journeyman	\$29.70/hour	(2013 wage plus 3% contract increase)
Apprentice	\$28.64/hour	(wage calculated based on \$1.03 increase plus 3%)
<hr/>		
Difference	\$1.06/hour	

- Final remaining 33.33% difference in wages of approximately \$1.06 increase provided upon the documentation/proof of Provincial Certificate of Qualification as a Certified Journeyman.

EXAMPLE 2: 4 YEAR PROGRAMME (25% INCREMENTS)

2012 WAGES

Journeyman	\$28.00/hour
Apprentice	\$24.00/hour
<hr/>	
Difference	\$4.00/hour

- 25% of the difference or \$1.00 increase upon the successful completion of first year in programme.

2013 WAGES

Journeyman	\$28.84/hour	(2012 wage plus 3% contract increase)
Apprentice	\$25.75/hour	(wage calculated based on \$1.00 increase plus 3%)
<hr/>		
Difference	\$3.09/hour	

- 25% = 33.33% of the remaining 75% difference or \$1.03 increase upon the successful completion of the second year in the programme.

2014 WAGES

Journeyman	\$29.70/hour	(2013 wage plus 3% contract increase)
Apprentice	\$27.58/hour	(wage calculated based on \$1.03 increase plus 3%)
<hr/>		
Difference	\$2.12/hour	

- 25% = 50% of the remaining 50% difference or \$1.06 increase upon the successful completion of the third year in the programme.

2015 WAGES

Journeyman	\$30.59/hour	(2014 wage plus 3% contract increase)
Apprentice	\$29.50/hour	(wage calculated based on \$1.06 increase plus 3%)
<hr/>		
Difference	\$1.09/hour	

- Final remaining 25% difference in wages of approximately \$1.09 increase provided upon the documentation/proof of Provincial Certificate of Qualification as a Certified Journeyman.

EXAMPLE 3: 5 YEAR PROGRAMME (20% INCREMENTS)

2012 WAGES

Journeyman	\$28.00/hour
Apprentice	\$23.00/hour
<hr/>	
Difference	\$5.00/hour

- 20% of the difference or \$1.00 increase upon the successful completion of first year in programme.

2013 WAGES

Journeyman	\$28.84/hour	(2012 wage plus 3% contract increase)
Apprentice	\$24.72/hour	(wage calculated based on \$1.00 increase plus 3%)
<hr/>		
Difference	\$4.12/hour	

- 20% = 25% of the remaining 80% difference or \$1.03 increase upon the successful completion of the second year in the programme.

2014 WAGES

Journeyman	\$29.70/hour	(2013 wage plus 3% contract increase)
Apprentice	\$26.52/hour	(wage calculated based on \$1.03 increase plus 3%)
<hr/>		
Difference	\$3.18/hour	

- 20% = 33.33% of the remaining 60% difference or \$1.06 increase upon the successful completion of the third year in the programme.

2015 WAGES

Journeyman	\$30.59/hour	(2014 wage plus 3% contract increase)
Apprentice	\$28.41/hour	(wage calculated based on \$1.06 increase plus 3%)
<hr/>		
Difference	\$2.18/hour	

- 20% = 50% of the remaining 40% difference of \$1.09 increase upon the successful completion of the fourth year in the programme.

2016 WAGES

Journeyman	\$31.51/hour	(2015 wage plus 3% contract increase)
Apprentice	\$30.39/hour	(wage calculated based on \$1.09 increase plus 3%)
<hr/>		
Difference	\$1.12/hour	

- Final remaining 20% difference in wages of approximately \$1.12 increase provided upon the documentation/proof of Provincial Certificate of Qualification as a Certified Journeyman.

**SCHEDULE "L" WASTE WATER TREATMENT OPERATOR – WASTE WATER
COLLECTION OPERATORS – CHIEF WASTE WATER OPERATORS**

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF WINDSOR
(Hereinafter referred to as the "Corporation")**

AND

**LOCAL 82, CANADIAN UNION OF PUBLIC EMPLOYEES
(Hereinafter referred to as the "Union")**

The Parties acknowledge that there is an Arbitration decision as it relates to the educational requirements for Operator in Training (OIT) in the Wastewater Treatment Operator and Wastewater Collection Operator classifications.

As such the Parties agree as follows:

1. The educational requirement shall be:

- An Ontario Secondary School graduation diploma combined with a minimum of successful completion of 2 years post secondary in one of,
 - Engineering (includes Chemical, Civil, Mechanical, Electrical and Environmental, Power Engineering);
 - Industrial Apprenticeship Programs (Electrician, Millwright, Instrumentation Control);
 - Science (Biology, Microbiology, Chemistry, Hydrogeology, Environmental Technologist, Lab Technologist).
- Or any other *minimum of 2 year post secondary* educational equivalencies determined by the Director of the Ministry of Environment

2. The parties agree to transfer from Schedule B, Article (d) and (e) as follows:

(d) Certification Procedure

Wastewater Treatment Operators and Wastewater Collection Operators must progress in Certification level to a Class IV by obtaining the necessary experience and passing the Certification examinations as follows:

- (i) A Class I exam must be written prior to completion of 1 year as an OIT, subject to exam availability;
- (ii) A Class II exam must be written prior to completion of 2 years at a Class I rate, subject to exam availability;
- (iii) A Class III exam must be written prior to completion of 1 year at a Class II rate, subject to exam availability;
- (iv) A Class IV Exam must be written prior to completion of 1 year at a Class III rate subject to exam availability.

At a minimum one (1) MECP Wastewater Treatment or Wastewater Collection exam must be written per calendar year for the purpose of license progression when an employee is eligible to write the next level certification examination within the classification they are working.

Senior classified Wastewater Treatment Operators having Class III or IV certificates, working within that classification, must progress to become Chief Wastewater Treatment Operators when a vacancy occurs, unless a junior classified Class III or IV Wastewater Treatment Operator is willing to take the position. In both instances, classified Class IV Wastewater Treatment Operators will be prioritized or given preference respectively when a vacancy occurs. Where licences are equal, classification seniority as a Wastewater Treatment Operator will be considered before overall seniority when selecting a Chief Wastewater Treatment Operator. Should a junior classified Class III Wastewater Treatment Operator be selected for the position of Chief Wastewater Treatment Operator he/she must obtain their Class IV license within six (6) months of being in the position. Should he/she fail to obtain and produce their Class IV license within six (6) month period, he/she shall relinquish the position and return to his or her position as a classified Wastewater Treatment Operator without having received classification as a Chief Waste Water Treatment Operator. The appointment of a Class III Wastewater Treatment Operator to the position of Chief Wastewater Treatment Operator with ORO designation is subject to MECP approval.

Any change in rate of pay, due to a change in certification level, will become effective on the date the appropriate examination is taken and passed, or the date on which the experience requirement for that level of certification is met, whichever occurs last.

(e) Pollution Control Chief Wastewater Treatment Operator, Wastewater Treatment Operator and Wastewater Collection Operator Certification Certificates are renewable every 3 years and each employee must maintain a valid Certificate. Employees are responsible for renewing their own Certificate. The Certificate renewal fee will be reimbursed by the Corporation upon submission of receipts, provided the renewal is completed prior to the expiry of the old Certificate. Certificates must be displayed at the place of work. Failure to display a valid Certificate will result in a reduction in pay rate to the level below that which corresponds to the outdated Certificate, unless such failure is through no fault of the employee. (For example, a Class II Wastewater Treatment Operator who fails to display a valid Class II Certificate will be paid a Class I rate until such time as a valid Class II Certificate is displayed.)

3. The joint committee consisting to two (2) worker reps and two (2) management reps from the Pollution Control Division whose function shall be to review and implement methods *to* assist employees in all classes in progressing shall meet regularly and not less than twice yearly with full committee participation. These methods may include but not be limited to the following.

- One on One Training with a Technical Trainer (if required)
- Taking Mock Exams
- Enrolling in correspondence courses from California State or equivalent
- The City will support and facilitate other training, to obtain Continuing Education Units (CEU)
- Any study material and sample exams
- Any other new Initiatives put in place to support employees in writing their exams.

4. The parties agree the complement of employees working in the classification of Wastewater Treatment Operators holding a Class III or higher shall be maintained at a threshold of at least 50% of the total number of employees working within the classification.

If a vacancy occurs in the Wastewater Treatment Operator position and the complement of employees holding a Class III or higher is above the threshold then the position shall be filled at the OIT level.

Should the number of employees holding a Class III or higher be less than the threshold at the time of the vacancy then the position shall be filled at a Class II or higher as required. **Should a recruitment for a Class II Operator or higher be unsuccessful, the position may be filled at the OIT level.**

5. The Parties agree that the **Operator in Training**, Wastewater Treatment Operator and Wastewater Collection Operator classification shall **require a minimum of two years post secondary education notwithstanding any requirements established by the Ministry of Environmental Conservation and Parks (MECP) Permitting less than two years of post secondary.**

All current incumbents in the noted positions not possessing the minimum two years post secondary education will continue to be grandfathered.