

THE CORPORATION OF THE CITY OF  
BELLEVILLE

AND

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND IT'S LOCAL NO. 907

COLLECTIVE AGREEMENT

January 1, 2024 to December 31, 2027



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## **LAND ACKNOWLEDGEMENT**

WHEREAS the Corporation of the City of Belleville and the Canadian Union of Public Employees Local 907 agree that our work takes place on the traditional territories of the Huron-Wendat, Anishinaabek, and Haudenosaunee peoples. Our work will reflect the commitment we share to Truth and Reconciliation with the intention of peace, friendship and understanding.

## **PREAMBLE**

WHEREAS it is the desire of both Parties to this Agreement:

- a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to hours of work, wages and other working conditions;
- c) To encourage efficiency in operation;
- d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

## **ARTICLE 1 – PURPOSE**

- 1.01 This agreement shall use the gender-neutral terms they/them to mean all genders.
- 1.02 The general purpose of this Agreement is to establish and maintain collective bargaining relations between The Corporation and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement.
- 1.03 Nothing contained in this Collective Agreement will contravene the Employment Standards Act, the Labour Relations Act, the Occupational Health and Safety Act, the Highway Traffic Act, or the Human Rights Code.

## **ARTICLE 2 – SCOPE**

- 2.01 The Corporation recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Corporation, save and except:
  - i) Chief Administrative Officer
  - ii) Department Directors and Deputy Department Directors
  - iii) Managers, Superintendents and Supervisors
  - iv) Professional Engineers
  - v) Engineering and Development Services Department management including
  - vi) Senior Project Manager, Project Manager, Development Engineer, Intermediate Development Engineer, Project Engineer, Supervisor of Design and Surveying, Office Manager, Chief Building Official, Deputy Chief Building Official, Manager of Approvals, Manager of Policy Planning

- vii) Environmental and Operational Services Department management including Transit Manager, Transit Planner, Fleet Supervisor, Manager of Environmental Services, Compliance Supervisor, Parks Manager
- viii) Recreation, Culture and Community Services Department management including Archivist, Recreation Manager, Program Supervisor, Aquatics Coordinator, Booking and Rental Supervisor, Property Manager, Property Supervisor
- ix) Finance Department management including Manager of Finance/Deputy Director, Office Supervisor, Manager of Revenue and Taxation, Purchasing Supervisor
- x) Corporate Services Department management including Administrative Coordinator, Manager of Information Systems, Technical Services Supervisor, Senior Systems Analyst, Senior Applications Analyst
- xi) Fire and Emergency Services Department management, members of the Belleville Professional Fire Fighters Association and Belleville Volunteer Fire Fighters
- xii) Members of the National Automobile, Aerospace, Transportation and General Workers Union of Canada Unifor Local #1839- Transit workers
- xiii) All employees in the Mayor/CAO offices (except the Economic Development Administrative Assistant and Development and Tourism Assistant, who are members of the bargaining unit)
- xiv) All employees in the Human Resources Department (except Payroll Clerks, who are members of the Bargaining Unit)
- xv) Employees regularly employed for not more than twenty-four (24) hours per week (except facility attendants, and program staff, who are members of the bargaining unit)
- xvi) Students employed for the summer vacation period
- xvii) Programming staff (part-time personnel to leisure activities)
- xviii) Volunteers, grant staff and co-op students

NOTE: Facility Attendants and Recreation Cleaning Staff shall be represented by the Bargaining Unit but shall not be seniority listed.

2.02 Persons whose regular jobs are not within each respective Jurisdiction shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.

2.03 Volunteers, grant staff, co-op students and temporary help agencies will be administered in such a manner as to not result in any of the following:

- i) The layoff of an employee;
- ii) The reduction of hours of an employee;
- iii) A position, same as that occupied by an employee under this Article being declared redundant.

The Parties recognize that the work of maintaining the public parks owned/managed by the Corporation of the City of Belleville is within the scope of the Collective Agreement; and that CUPE Local 907 recognizes that a number of community volunteer organizations and school boards organize community and/or educational projects which requires mutual approval by the City and the Union and that CUPE and

its Local 907 has conditionally honoured such requests from time to time,

THEREFORE it is mutually agreed that:

- a) The Union and the Corporation will continue to honour the requests of such programs of the following community organizations:

Boy Scouts, Girl Guides, Brownies, Beavers, PathFinders, Environmental Study classes (groups of the Hastings County Board of Education, Hastings/Prince Edward County Roman Catholic Separate School Board, and Christian Schools) and the Trash Bash

- b) This is subject to the community organization undertaking its program in a manner that does not result in the layoff, reduction in hours, interference or adverse effect on any employee covered by CUPE Local 907.

- c) The Parties agree that the Employer shall cease issuing approval for any of these organizations' programs at the time such request is made by the Union and that both parties agree that approvals issued prior to receipt of such notice from CUPE will be honoured, unless the group in question is found to have violated #2 above.

- 2.04 No employee coming within the scope of this Agreement shall be required to make any written or verbal agreement, which may conflict with the terms of this Contract.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 "CORPORATION" shall mean the Council of the Corporation of the City of Belleville, Belleville, Ontario.

- 3.02 "EMPLOYEE" under this Agreement shall mean any person in the employ of the Corporation and eligible for membership in the Union, in accordance with the provisions of ARTICLE 2 - SCOPE, unless indicated otherwise.

- 3.03 For the purpose of this Agreement, the following types of employees shall be interpreted to mean:

- a) "Temporary Employees" - The term "Temporary Employees" applies to employees who are hired by the Corporation for replacement of a permanent full time or part time employee for a specific job for a limited duration.

Once a temporary replacement's employment term has expired, the position will be considered as vacant and posting of the position must take place as outlined in Article 36.

- b) "CASUAL EMPLOYEES" - The term "Casual Employee" applies to employees who are hired by the Corporation over and above the complement of permanent employees for a specific job and for a limited duration. When a Casual Employee is required by the City, the City shall advise the Union in writing to establish that such work will not in any way displace regular Permanent Employees, nor will they be retained or granted work in preference to regular Permanent Employees who have the necessary skills and abilities to perform the work.

- c) "PART-TIME EMPLOYEES" - The term "Part-Time Employee" shall mean an employee who works more than twenty-four (24) hours per week but less than normal hours as prescribed by Articles 40.
  - d) "PROBATIONARY EMPLOYEES"- The term "Probationary Employees", applies to employees who are newly hired by the Corporation as part of the permanent establishment and will be designated as Permanent Employees after satisfactorily completing their probationary period.
  - e) "TRIAL PERIOD EMPLOYEES"- Permanent employees that have moved into a different position for determination of suitability for the posting, as per Article 36.
  - f) "PERMANENT EMPLOYEES" - The term "Permanent Employees" applies to employees who have satisfactorily completed their probationary period.
- 3.04 "SALARY" means the remuneration received by an employee by application of a salary schedule.
- 3.05 "UNION" shall mean The Canadian Union of Public Employees Local #907, Chartered on February 20, 1964, under The Canadian Union of Public Employees.
- 3.06 "DEPARTMENT DIRECTOR" shall mean any person designated by the Chief Administrative Officer as responsible for the administration of a department.
- 3.07 "IMMEDIATE SUPERVISOR" shall mean the first supervisor out of the bargaining unit.

**ARTICLE 4 – CORPORATIONS RIGHTS**

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

**ARTICLE 5 – UNION SECURITY AND CHECK-OFF OF UNION DUES**

- 5.01 It is agreed by the parties hereto that all employees in the Union will be required to pay an amount equal to the current monthly dues, so long as the Union is the recognized Bargaining Agent.
- 5.02 It is further agreed that the Corporation shall deduct Union dues from the wages of all employees who come within the scope of this Agreement, whether a non-member or member. Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer no later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made indicating the amount of wages the dues are being paid on, the amount of dues being deducted,

and the name of each of those employees. During any period of time working outside of the bargaining unit, employee(s) shall not be required to pay Union dues.

5.03 The Union is responsible for keeping the Corporation informed as to the names and addresses of the proper officers during July of each year of the life of the Agreement, and further, within ten (10) days of any change being made in the list during the intervening period. The Union shall give the Corporation one (1) months' notice of any change in the amount of dues to be deducted.

5.04 Information for New Employees:

- a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 5 dealing with check off of union dues.
- b) New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. A Union Steward or Representative shall be given an opportunity to meet each new employee within regular working hours as mutually agreed with the immediate Supervisor, without loss of pay, for a maximum of one (1) hour.
- c) New employees shall be afforded adequate time to review the City of Belleville Policy Manual which includes general, finance, Information Technology and Health and Safety policies generally which are applicable to all employees.
- d) In recognition of the need for appropriate orientation for new employees, the Employer undertakes to deliver a formal orientation program for employees including:
  - i. general orientation;
  - ii. workplace specific orientation/training;
  - iii. training on equipment to be operated; and;
  - iv. documentation to verify the above.

5.05 The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive every six (6) months.

**ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT**

6.01 The Employer and the Union agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practiced by the Employer or the Union or any of their representatives because of membership or non-membership or activity or non-activity in the Union.

- 6.02 The Employer, the Union and employees agree to conduct their affairs in accordance with the Ontario Human Rights Code, the Employer's Harassment and Discrimination Policy, and the Occupational Health and Safety Act, all as amended from time to time.
- 6.03 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought reasonably to be known to be unwelcome.
- 6.04 The Corporation and the Union recognize their joint responsibilities in providing a workplace free from harassment, including personal harassment, discrimination and violence.
- 6.05 The Corporation agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training on the contents of the harassment policies and programs as well as legislation pertaining to the matters of harassment and discrimination.
- 6.06 If an allegation of discrimination or harassment is pursued under the grievance procedure and is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

#### **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.01 Complaints and grievances of employees shall be dealt with in the following manner, and all such complaints and grievances must be in writing and filed not later than seven (7) calendar days of the alleged grievance. A grievance concerning any payment that the employee is entitled to under this Agreement shall be deemed to occur as of the applicable payday.

##### **STEP 1 – Grievance to Immediate Supervisor (Non-Union) or Designate**

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the immediate supervisor, who shall consider it in the presence of the persons presenting same, not later than seven (7) calendar days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than seven (7) calendar days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than seven (7) calendar days immediately following the termination of the above time limits, proceed to STEP 2.

##### **STEP 2 - Grievance to Department Manager or Designate**

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the Department Manager, who shall consider it in the presence of the persons presenting same not later than seven (7) calendar days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than seven (7) calendar days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than seven (7) calendar days immediately following the termination of the above time limits, proceed to STEP 3.

### STEP 3 – Grievance to Department Director

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the Department Director, who shall consider it in the presence of the persons presenting same not later than seven (7) calendar days immediately following receipt of said grievance. The Department Director shall give a written decision to the employee with a copy to the Union not later than seven (7) calendar days immediately following the said meeting.

- 7.02 Where a dispute involving a question of general application or interpretation occurs within a department, such grievances may be submitted at Step 3 of the grievance procedure and where a dispute involving a question of general application or interpretation occurs dealing with bargaining unit issues, such grievances may be submitted at Step 3 of the grievance procedure and shall be dealt with by a member of the Union executive and a member of the Union Grievance Committee.
- 7.03 By mutual agreement, the time limits referred to above may be extended.
- 7.04 The Employer shall supply the necessary facilities for the grievance meetings.

### ARTICLE 8 - MEDIATION AND ARBITRATION

- 8.01 After the grievance procedure as set out in this Agreement has been exhausted, and before an arbitrator is contacted under this Article, the Parties may agree to utilize the services of a Grievance Mediator to assist the Parties in resolving their differences. In the event a Grievance Mediator is agreed to be used, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the Parties. The Parties shall jointly share the expense of the Grievance Mediator.
- 8.02 It is agreed by the Parties that any difference of opinion related to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedures (and optional mediation process), will be submitted to Arbitration under the provisions stipulated in the Ontario Labour Relations Act within thirty (30) days of completion of the grievance or mediation process.
- 8.03 It is agreed by the parties that each shall pay the cost of their own nominee to the Arbitration Board, and they shall share equally all costs and fees charged by the Chairman of the Board or a single Arbitrator dependent upon which is requested by the party submitting the grievance to arbitration.

### ARTICLE 9 – STRIKES AND LOCKOUTS

- 9.01 In view of the orderly procedures set out in Articles 7 and 8 above for the final and amicable settlement of all complaints and grievances, the parties agree that there shall be no lockouts ordered by the City and there shall be no strikes, slowdowns or curtailment of work, ordered or condoned by the Union, or any of its officers or representatives, as long as this Agreement remains in effect.
- 9.02 In the event that any other employee of the Corporation is engaged in a strike and placing or maintaining pickets at the Corporation's premises, then any failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement.

## **ARTICLE 10 – UNION COMMITTEES**

- 10.01 The Union shall advise the Corporation in writing of the personnel serving on Committees, during the month of July of each year of the life of the Agreement and, further, within ten (10) days of any change being made in the list of the Committee personnel during the intervening period.
- 10.02 The Union acknowledges that members of the Union Committees will continue to perform their regular duties on behalf of the Corporation and that such persons shall not leave their duties without first obtaining permission to do so from the Immediate Supervisor in the respective department, and on completion of such duties shall report back to them. It is understood that such permission shall not be unreasonably withheld.
- 10.03 a) The Corporation acknowledges the right of the Union to elect, appoint, or otherwise select, Union Committees for the purpose of this Agreement consisting of not more than seven (7) members plus the President during negotiations, provided that not more than one (1) employee is appointed from any one function of a Department at the same time to carry out the proper functions of the Union. The Corporation agrees to recognize and deal with the Committees with respect to any matter which properly arises from time-to-time during the term of this agreement, including grievances and the negotiation of a new Collective Agreement.
- b) In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with matters arising out of this Agreement.

If a meeting is requested by management outside of an employee's regular working hours, the work schedule will be temporarily adjusted to ensure hours of work and regular compensation are maintained.

- 10.04 a) The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. Such representative shall have access to the Corporation's premises in order to investigate or assist in the settlement of a grievance at a time or times agreeable to the immediate Supervisor in the respective department.
- b) Worksite Access  
The Representative designated by the Union will be given access to the work sites to meet with Employees covered in this Agreement during their meal and other scheduled breaks, whether paid or unpaid. Prior approval from the union representative's supervisor will not be unreasonably withheld.
- 10.05 The Employer shall have the right at any time to have the assistance of a labour relations consultant during any formal meetings with representatives of the Union.

- 10.06 Labour Management Committee  
It is agreed that a Labour Management Committee will be established with up to five (5) representatives from the Union and five (5) representatives from the Employer. This Committee shall meet no less than every three (3) months or at such other times as mutually agreed between the Union and the Employer. At least one (1) week prior to any meeting, the Union and the Employer shall exchange an agenda of those items

proposed to be discussed at a Committee meeting. The purpose of Committee meetings will be to discuss and resolve issues on the agenda which are of mutual concern relating to bargaining unit concerns and employee issues which are not the subject matter of any outstanding grievances or collective bargaining. Labour Management Committee meetings will be held during normal working hours and Union Representatives shall not suffer any loss of pay for attendance at Committee meetings. Minutes of the meetings shall be taken and distributed back to all members of the Committee.

#### **ARTICLE 11 – TERM OF AGREEMENT**

- 11.01 This Agreement shall be effective from January 1, 2024, to December 31, 2027, and from year-to-year thereafter unless either party gives notice in writing during the ninety (90) day period prior to the expiration date, in any year, of their desire to amend same.
- 11.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the term of this Agreement subject to ratification by the Parties.

#### **ARTICLE 12 – COPIES OF THE AGREEMENT**

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

#### **ARTICLE 13 – RETROACTIVE FEATURE**

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

#### **ARTICLE 14 – CORRESPONDENCE**

- 14.01 a) All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Human Resources or Designate and the President and Recording Secretary of the Local within ten (10) working days.
- b) The Union shall receive copies of all correspondence in relation to hiring, termination, resignation, retirement, leave of absences, discipline, layoff and recall of all bargaining unit employees as well as general correspondence relating to the Union and/or its members.

#### **ARTICLE 15 – ACCESS TO PERSONNEL FILES**

- 15.01 An employee shall have the right to arrange an appointment to view their own personnel file during the normal office hours of the Human Resources Department. An

employee shall have the right to copies of any material contained therein. An employee has the right to respond to any document in this file, and such written response will become part of the file. The viewing shall be in the presence of the Manager of Human Resources or their designate.

- 15.02 Any record of disciplinary action shall be removed from an employee's file after a period of eighteen (18) calendar months where there has been no recurrence of a similar infraction.
- 15.03 The recognized personnel file of an employee shall be located in the Human Resources Department. In order to ensure and maintain the confidential aspect of these files, they shall be kept by the Manager of this Department in a secure location.

#### **ARTICLE 16 – BULLETIN BOARDS**

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

#### **ARTICLE 17 – LEAVES OF ABSENCE**

- 17.01 Union Leave
- a) Leave of Absence, with pay and without loss of seniority, shall be granted for three (3) members to attend Union functions at any one time. The Union shall reimburse the Corporation for the cost of such absences upon receipt of invoice. Such leave shall be requested by the Union President, or their alternate, in writing, ten (10) working days prior to the leave of absence. The City will consider requests made less than ten (10) working days prior to the leave of absence.
  - b) One employee at one time, who is appointed, temporarily employed, or elected to perform duties on behalf of the Canadian Union of Public Employees shall, upon giving thirty (30) calendar days' advance written notice to the immediate Supervisor, be granted leave of absence for a minimum of one (1) year to a maximum period of two (2) years without pay, provided the employee's position can be suitably filled at no extra cost to the Corporation. Benefits specified in Article 30 may be maintained provided the employee pays the full-required premiums by the fifth (5th) of each month.
  - c) The Employer may replace the employee by a Temporary Employee for the duration of the leave if there is no bargaining unit employee who possesses the requisite skills and qualifications to perform the required work. At the conclusion of the leave, the employee temporarily appointed to the position shall be returned to their former position or, if hired as a Temporary Employee, be terminated.
  - d) Two (2) employees shall be granted leave of absence, with pay, to attend the Ontario and National CUPE Conventions, Ontario Municipal Workers Conference (OMW) or the National Health & Safety Conference. It is preferred that both employees are not from the same department and that three (3) weeks written advance notice be given to the applicable immediate Supervisor for the respective department.

17.02 Special Leave

- a) Special Leave with pay, for periods not over five (5) working days, at one time, or in total during one (1) calendar year, may be granted by the Chief Administrative Officer, or in the absence of, their designate, to attend professional conferences or short courses associated with the employee's duties.
- b) Special leave with partial pay, as may be determined and approved by the Chief Administrative Officer, or in the absence of, their designate, for a period beyond five (5) working days and not over thirty (30) working days may be granted by the Chief Administrative Officer, or in the absence of, their designate, to attend training or educational courses associated with the employee's duties. Such special leave shall not be granted more often than once in three (3) years of employment.
- c) Special leave without pay may be granted by the Chief Administrative Officer, or in the absence of, their designate, for periods over thirty (30) days but not over nine (9) months to attend courses in a recognized education institution. Such leave must be approved by the City Council. Only one (1) such period of leave shall be granted.
- d) Special leave with pay may be granted by the Chief Administrative Officer, or in the absence of, their designate, in exceptional circumstances not covered above. Exceptional circumstances are defined as unforeseen or emergency situations affecting the employee and their immediate family.

17.03 Periods of leave without pay, in excess of thirty (30) working days, shall not be credited for purposes of:

- a) Service credit towards within grade increase and completion of probation.
- b) Annual vacation accrual.

17.04 Employees are entitled to five (5) days leave per calendar year without pay. Such leave shall be given upon request unless good reason is given by the Department Director for refusal.

17.05 Pregnancy, Adoption, and Parental Leave

- a) Pregnancy leave, without pay shall be granted for a period up to seventeen (17) weeks duration, with such leave to commence no earlier than seventeen (17) weeks before the expected birth date.

NOTE: This Article will be governed by the Employment Standards Act, RSO 2000, as amended from time to time.

- b) Parental leave, without pay shall be granted for a period up to thirty-five (35) weeks for Birth Mother and up to thirty-seven (37) weeks for employees who did not take pregnancy leave.

NOTE: This Article will be governed by the Employment Standards Act, RSO 2000, as amended from time to time.

- c) At least two (2) weeks' written notice of the requirement for pregnancy or parental leave must be given in writing to the Department Director of the employee.
- d) The employee may shorten the duration of the employee's pregnancy or parental leave with the consent of the Department Director or by giving the Department Director four (4) weeks written notice of the employee's intent to return to work.
- e) The employee's coverage for semi-private, Group Life Insurance and A. D. & D., Long-Term Disability, major medical care and dental requirements, as specified in Article 30 (Hospitalization and Group Insurance), shall be continued by the Corporation during pregnancy and parental leave.
- f) Seniority shall continue to accrue during the pregnancy and parental leave under this article.

17.06 Non-Birth Parental Leave

Upon the birth or adoption of a child, a non-birth parent shall be entitled to up to one (1) week without loss of pay within six (6) weeks of the birth of the employee's child, or the coming of the child into the care, custody, and control of a parent for the first time. Such requests shall be made as far in advance as possible. For clarity this provision is available to any non-birth parent.

17.07 Reservist Leave

Whenever an employee enters the Armed Forces of Canada, the following rules shall apply:

- a) The employee shall be given military leave without pay.
- b) During the period of military service, the employee shall retain all rights to which they are entitled under the provisions of this Agreement, provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credits shall not accumulate. Seniority and service credit shall accumulate.
- c) After the completion of service, the employee shall be restored to their former position within two weeks of the day on which the leave ends or the first pay day that falls after the day on which the leave ends whichever is later.
- d) For Jurisdictions B, C, and D: Permanent Employees, who serve in the Armed Forces of Canada, shall be considered as being on leave of absence and shall retain their seniority rights and will continue to accumulate seniority, providing they return to full-time employment within ninety (90) days of honourable discharge.
- e) Persons employed to fill positions becoming vacant under this rule shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to their former position, in accordance with 17.07 c) of this Article.
- f) An employee in the competitive service having a reserve status in any of the regular branches of the Armed Forces of Canada, upon request to serve under orders on training duty, shall be granted military leave for a period not to exceed

ten (10) working days in any one (1) calendar year. Compensation during such leave shall be the differential between prevailing rates that they receive from the City and their Armed Service pay, provided their Armed Service pay does not exceed their pay from the City.

- 17.08 The Corporation shall grant leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Department Director for the respective department. Requests for leave of absence of thirty (30) days or more must be approved by the Chief Administrative Officer.
- 17.09 The Corporation shall pay an employee who is required to serve as a juror or court witness, the difference between their normal earnings and the payment they received for jury service or court witness. The employee will present proof of service and the amount of pay received.

#### **ARTICLE 18 – SENIORITY**

- 18.01 Up-to-date Seniority Lists shall be compiled (including the employee's occupational title) in June of each year and each Permanent Employee shall be placed thereon in accordance with their term of continuous service in the Bargaining Unit. A copy of all revisions, additions and deletions shall be posted on each Union Board and provided to the Union President in June of each year. At the same time the employer shall advise the Union of any differences or changes since the previous list was compiled.

Separate seniority lists shall be maintained and apply for each Jurisdiction (A, B, C, and D).

- 18.02 Where an employee is the successful applicant to a permanent vacancy in another Jurisdiction of the Collective Agreement, that employee shall transfer their full seniority and service into that Jurisdiction.

NOTE: An applicant for a job vacancy that currently holds a job in the same Jurisdiction, and meets the conditions of Article 36 will have priority to fill the vacancy over applicants who hold jobs in other Jurisdictions.

- 18.03 Employees may be temporarily promoted to another City position outside of the bargaining unit for any period up to two (2) years and seventeen (17) weeks which will result in a loss of seniority for the period of time involved.
- 18.04 Seniority for Permanent Employees shall mean length of continuous service in the bargaining unit from the original date of hire. For time spent as a Part-Time Employee, seniority shall be calculated on a pro-rata day to day basis from their original date of hire and contingent upon continuous service in the bargaining unit. A break in continuous service due to a layoff of less than one (1) year in duration, pregnancy or parental leave, and authorized leave of absence shall not be construed as a break in continuous service for seniority purposes.
- 18.05 a) For Jurisdiction A Employee's they shall be entitled to a within grade increase of salary of one step, upon completion of each unit of service time, as defined in Article 19.04 provided the employee has not reached the maximum for their grade and

provided that the date of entitlement shall, in no case, be earlier than the date of completion of the probationary period.

- b) All satisfactory service time, except continuous periods of special leave, as defined in Article 17, shall be credited towards the service requirements, which are:
  - i. One (1) year of full-time service.
  - ii. The equivalent amount of part-time service.
  - iii. Service time shall date from the latest of the following action:
    - a. Entrance on duty.
    - b. The last within grade increase.
    - c. A promotion to a higher grade.

18.06 a) If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Corporation, they shall not lose seniority rights, except as set out in (b) below.

b) An employee shall lose their seniority and their employment shall be deemed terminated in the event that:

- i. They are discharged for just cause and not reinstated.
- ii. They resign.
- iii. They are absent from work in excess of three (3) working days without notifying their immediate supervisor, unless such notice was not reasonably possible.
- iv. After a lay-off they fail to return to work within forty-eight (48) hours (excluding Saturday and Sunday), after being notified by registered mail to do so, unless through sickness or other just cause.
- v. An employee is absent for more than thirty (30) months under an approved LTD claim (this clause shall not operate if the employee is handicapped within the meaning of the Ontario Human Rights Code, in which case the employee's seniority will be accumulated for so long as the employee is in receipt of LTD benefits and is handicapped within the meaning of the Code).

18.11 Probationary Period for Jurisdiction A

- a) Permanent appointments shall be subject to a six (6) month probationary period. A performance evaluation report shall be made before the end of the six (6) month probationary period. On the basis of this report a decision shall be made, and the employee notified that their:
  - i. Permanent appointment is confirmed;

- ii. Appointment is not confirmed, and the employment is terminated; or
- iii. Time spent under temporary appointment shall be credited to the probationary period upon successful qualification for the position currently being held.

NOTE: In the case of ii) the employee shall be notified of the reason.

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

#### 18.12 Probationary Period for Jurisdictions B, C, and D

- a) All new employees shall be on probation for a period of six (6) months from date of hire.
- b) During the probationary period, an employee's service may be terminated without recourse to the Grievance Procedure.
- c) Seniority, holiday benefits, and other items referable to length of service shall be based upon the original date of appointment, following completion of a probationary period.

NOTE: If no break in service, seniority for Casual Employees who complete their probationary period for a permanent position shall be based on the original date of hire with the City.

- d) All employees shall be considered as permanent on completion of their probationary period.

#### 18.13 Temporary/Casual Employees

Temporary/Casual Employees who work beyond ten (10) months (200 working days) in a 12-month period, shall become Permanent Employees. If it is felt that the temporary status should be extended, such extension may be agreed to mutually. Temporary/Casual Employees who work beyond ten (10) months in a twelve (12) month period will be eligible for benefits as indicated under Articles 28 and 30 on a pro-rata basis, if the employee so requests. Temporary/Casual Employees who become Permanent Employees shall be credited with their seniority based on the employee's length of continuous service in the bargaining unit from the original date of hire.

It is understood that working days are defined as any day or part thereof that any employee works, plus all approved days off or statutory holidays.

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

NOTE: Further, it is agreed that Article 18.13 does not apply to Jurisdiction C Facilities Management Employees hired as Custodians (former Recreation Cleaning

Staff), Facility Attendants and Program Employees except in circumstances where they are appointed to seniority listed positions.

**ARTICLE 19 – RELATIONSHIP**

- 19.01 Provisions under this Article apply only to Jurisdiction A Employees.
- 19.02 Employees will be given suitable training as determined necessary, to improve their effectiveness in current assignments and prepare them for broader usefulness to the City.
- 19.03 Management shall be responsible for facilitating the adjustment of an employee to their new work situation by:
- a) Providing them with a clear statement of their duties and official relationships (i.e., Job Description).
  - b) Instructing and guiding them in learning to perform their functions.
  - c) Introducing them properly to those staff members with whom they will be working.
  - d) Discussing with them at frequent intervals their progress in learning the work.
- 19.04 In addition to the normal work review, Management shall periodically make a formal evaluation of the performance, conduct, and potentialities for greater usefulness of each employee under its supervision. The evaluation shall be made at such intervals as the work situation requires, but in no case, less frequently than:
- a) At the end of three (3) months for Permanent Employees who are engaged in the trial period following a promotion or transfer selected for consideration of permanent placement in another position.
  - b) At the end of the normal six (6) months' probation period, for Probationary Employees, and
  - c) Thereafter, once a year, for all employees;
  - d) All employees declared permanent after six (6) months' probation may be raised to the next wage step. Appointment rates above Step 1 may be paid if the Chief Administrative Officer deems it necessary.
- 19.05 Management shall discuss its conclusions with the employee and make specific suggestions for improvement in all aspects of performance, which are not entirely satisfactory.
- 19.06 The evaluation of performance, as reflected in these reports, shall be the basis for assisting the employee to make the most effective contribution to the work of the

Corporation.

**ARTICLE 20 – LONG SERVICE BONUS**

20.01 A long service bonus, payable by December 15 of each year, shall be paid to Permanent Employees in the following manner:

After 5, 6, 7, 8 or 9 years of continuous service	\$140.00
After 10, 11, 12, 13 or 14 years of continuous service	\$200.00
After 15, 16, 17, 18 or 19 years of continuous service	\$260.00
After 20, 21, 22, 23 or 24 years of continuous service	\$320.00
After 25 or more years of continuous service	\$380.00

20.02 On leaving the City the long service bonus shall be pro-rated, in accordance with service dates, to reflect the number of months worked.

**ARTICLE 21 – RETIREMENT**

21.01 All eligible employees shall participate in the OMERS Pension Plan in accordance with the rules as stipulated in the plan.

**ARTICLE 22 – RESIGNATION**

22.01 A permanent employee who resigns shall submit their resignation in writing to their Department Director.

**ARTICLE 23 – TERMINATION/SUSPENSION/LAYOFF**

23.01 Notice of termination will be given in accordance with the most current Employment Standards Act.

23.02 A regular employee may be discharged only for just cause, and only with the authority of the Chief Administrative Officer. The Department Director may suspend an employee for periods of one (1) day or more and shall report such action, and the reason therefore, to the Chief Administrative Officer as quickly as possible. The immediate Supervisor may suspend any employee for a period of up to one (1) day on any one occasion and such suspension shall be duly reported to the Department Director.

23.03 When an employee is warned, suspended or discharged they shall be given the reason(s) in the presence of their Steward or a member of the Union Executive.

23.04 The affected employee and the Union Local shall be subsequently advised in writing of the reason(s) for such warning, suspension or dismissal "as promptly as possible".

23.05 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

23.06 The Corporation shall notify all employees who work in a position more than three (3) months, who are to be laid off, ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, they shall be paid in lieu of work for that part of the ten (10) days during which work has not been made available.

23.07 For Jurisdiction A, employees shall be recalled to work in order of their seniority and before new employees are hired provided they possess the requisite skill, ability and are willing to perform the available work at the applicable job rate.

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

23.08 For Jurisdiction A, Permanent Employees who are to be laid off or are laid off, shall be eligible for employment in other departments at the prevailing job rate of pay dependent upon a willingness to assume such other work and based on a maximum two (2) refusal limit. Time employed in this regard shall count as service. The Corporation agrees that if an employee is placed in another department as a result of a layoff they shall have first preference to return to their former department position upon the need of employment.

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

23.09 For Jurisdictions B, C, and D, seniority shall govern in cases of layoff and recall. The last employee hired shall, in case of layoffs, be the first laid off, and in the case of recalls, the last employee laid off, shall be the first one recalled.

23.10 For Jurisdictions B, C, and D, Permanent Employees, who are to be laid off or are laid off, shall be eligible for employment in other operations at the prevailing job rate of pay, but not less than the operator's rate, dependent upon willingness to assume such other work based upon two refusals and such employment being available within 180 calendar days from the date of layoff. Time employed in this regard, shall count as service. Accumulation of seniority shall be governed by Article 18.01 of this Agreement. The Corporation agrees an employee placed in another operation, as a result of a layoff, shall have first preference to return to their former operation before new employees are hired in that operation.

## **ARTICLE 24 – DISCHARGE PROCEDURE**

24.01 For Employee's in Jurisdictions B, C, and D should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

## **ARTICLE 25 – ANNUAL VACATION**

25.01 The Employer may recognize equivalent years of service from other places of employment.

25.02 All employees, who have less than one (1) year of service as of January 1<sup>st</sup>, shall receive fifteen (15) days of vacation prorated based on the employees' date of permanent hire, partial days will be rounded up to either the nearest half or full day, whichever is closer. Vacation earned thereafter shall be calculated on a January 1 to December 31 basis as follows:

- a) In the calendar year of the 1<sup>st</sup> anniversary and each year thereafter:  
15 working days with pay
- b) In the calendar year of the 5<sup>th</sup> anniversary and each year thereafter:  
20 working days with pay
- c) In the calendar year of the 13<sup>th</sup> anniversary and each year thereafter:  
25 working days with pay
- d) In the calendar year of the 20<sup>th</sup> anniversary and each year thereafter:  
30 working days with pay
- e) Upon the anniversary of the employee's 25<sup>th</sup>, 30<sup>th</sup>, and 35<sup>th</sup> year, they will be entitled to an extra week of vacation in that year only.

25.03 Part-Time Employees vacation will be pro-rated accordingly.

25.04 Annual vacation shall be pro-rated for employees who are absent for more than seventeen (17) continuous weeks excluding any time involving annual vacation entitlements or pregnancy/parental leave.

25.05 An annual vacation schedule is to be posted by May 1<sup>st</sup> every year. Any employee who has failed to designate their preference by that date shall be required to take available dates.

25.06 In exceptional circumstances, a staff member may be advanced annual vacation.

25.07 Employees in Jurisdiction A shall be permitted to take up to twenty (20) continuous

- days of annual vacation (or such greater number as may be approved by the supervisor). Annual vacation may be taken in segments of one-half (1/2) day. Employees will request annual vacation a minimum of twenty-four (24) hours prior to taking vacation.
- 25.08 Employees in Jurisdiction B, C, and D:
- a) Will request annual vacation a minimum of three (3) working days prior to taking such vacation, however, the immediate supervisor may approve lesser notice time periods at their discretion.
  - b) Shall be permitted to take annual vacation in various minimum segments of one half (1/2) day or more subject to Article 40.
  - c) If pre-approved prior to May 1st will automatically be honoured, notwithstanding the limits stated in Article 40. After May 1st, an employee working in another operation must submit their Annual Vacation request to the Supervisor in the Operation in which they are working, for the time the Annual Vacation is to be taken. The Supervisor may then grant approval dependent on the number of employees permitted to take Annual Vacation in the Jurisdiction in which the employee is working, pursuant to Article 40.
- 25.09 Vacation pay shall be their normal hours at an employee's current rate, or two percent (2%) of an employee's earnings in the twelve (12) months prior to their taking vacation, for each week of vacation, whichever is greater. Earnings shall include holiday and vacation pay and any other paid leave of absence, with such difference calculated and paid on the first pay after July 1.
- 25.10 An employee who is ill during a period of annual vacation shall, subject to the provisions of the Short-Term Disability Plan, have that portion of their period of annual vacation considered Short Term Disability Plan upon presentation of a satisfactory medical certificate.
- 25.11 Annual vacation, as calculated for each period of January 1 to December 31, may be accumulated and carried beyond December 31 up to a maximum of five (5) working days annually and thirty (30) working days altogether.
- 25.12 Employees holding permanent appointments, who leave their employment, are entitled to payment for unused annual vacation.
- 25.13 Where an employee has taken annual vacation and then separates employment, the Corporation will be entitled to withhold salary or wages owing, or in any event, shall be entitled to be reimbursed for any annual vacation monies already paid in excess of what was earned to date of separation.
- 25.14 A record of all annual vacation will be kept by Human Resources and as soon as possible after December 31st of each year, every employee shall receive a statement from Human Resources.
- 25.15 If a legal or declared holiday falls on, or is observed during, an employee's annual vacation period, such a day shall not be charged as a day of annual vacation.

- 25.16 An employee receiving Workplace Safety Insurance Board benefits shall continue to earn and accumulate annual vacation credits for a period of one (1) year following the date of absence from active duty.

#### **ARTICLE 26 – PAID HOLIDAYS**

- 26.01 For the purpose of these rules, paid holidays shall be considered to be:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	The last working afternoon before Christmas
Civic Holiday	and New Year's
Labour Day	

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

- 26.02 Compensation for the above paid holidays for all part-time Jurisdiction C employees will be calculated in accordance with the Employment Standards Act. All Part-Time Employees shall work their scheduled shift assignments immediately before and after a paid holiday to be eligible to receive pay for the holiday in accordance with the Employment Standards Act, unless absence due to illness is supported by a medical certificate which provides all information as specified in Article 28.04 b).
- 26.03 All employees shall be entitled to time off for paid holidays when such holidays fall on regularly scheduled working days. Whenever any of the above holidays falls on a Saturday or Sunday (employee's scheduled day off) and are not proclaimed as being observed on some other day, the following work day shall be deemed to be the day off with pay for the purpose of this Article.
- 26.04 When any of the above noted holidays fall on an employee's scheduled day off (Monday to Friday), the employee shall receive another day off with pay, at a time mutually agreeable to the employee and their immediate Supervisor for the respective department, within twelve (12) months of the applicable holiday involved.
- 26.05 Water Treatment Plant Operators who work on any of the plant holidays shall be entitled to another day off with pay within one hundred and twenty (120) days.

#### **ARTICLE 27 – TIME OFF IN LIEU**

- 27.01 The provisions of this Article shall apply to only Jurisdictions B, C, and D, permanent employees.
- a) Overtime up to a maximum of eighty (80) hours (replenishable) may be accumulated and banked in one (1) hour segments between January 1 and December 1 of each calendar year upon receiving written request from an employee and compensated for at the rate saved by granting leave equivalent to overtime rates in conjunction with Article 40.

- b) Such overtime may only be accumulated from call-back or additional assigned full shift situations. It is recognized that call-backs or additional assigned full shifts are not permitted to those employees who are already away from their regularly assigned shifts except for emergency purposes.
- c) As soon as possible after December 1st of each year all banked overtime, less any time that has been scheduled to be taken during the month of December, shall be paid out at the rate of pay in effect at the time it was earned. Any remaining time not taken by December 31st will be paid out.
- d) A minimum of three (3) working days' notice prior to taking such days off in lieu is required; however, the immediate supervisor may approve lesser notice time periods at their discretion.

**ARTICLE 28 – SICK LEAVE, SHORT TERM DISABILITY PLAN AND LONG TERM DISABILITY PLAN**

28.01 Accumulated Sick Leave Plan (Former Employees of the Belleville Utilities Commission)

As a result of conversion from the former Sick Leave Plan at the Belleville Utilities Commission to a Short-Term Sick Leave Plan, the following benefit revisions will be implemented:

- a) The Accumulated Sick Leave Days (all of the 100% days and prorated credit for the 75% days) standing to the credit of all employees of the Belleville Utilities Commission as of December 31, 2002, is frozen as of that date.
- b) The Accumulated Sick Leave credits shall have no cash value, and will not be paid out upon termination, death, or retirement.
- c) An employee may use Accumulated Sick Leave credits for top up purposes. Maximum top up regarding the Disability Benefit would be to 100% of regular earnings, whereas top up for Long Term Disability benefits would be to a maximum of 85% of regular earnings.

28.02 Sick Leave

Included in the Short-Term Disability Plan in Article 28.03 are seven (7) non-cumulative uncertified sick leave credits.

Employees shall not be entitled to the uncertified sick leave credits until they have completed their probation period and then the number of days shall be prorated until the following January.

No medical certificate is required when employees utilize any of the seven (7) non-cumulative sick leave credits. More than seven (7) days of uncertified absence within the calendar year shall be charged as sick leave without pay.

All employees, who are required to absent themselves to personally care for a member

of their immediate family (defined as spouse, common-law spouse, son, daughter, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any relative living with the employee) shall be permitted to use their non-cumulative Sick Leave credits up to a maximum three (3) days per calendar year.

#### 28.03 Short Term Disability Plan

- a) The employer agrees to contribute 100% of the cost of the Short-Term Disability Plan. Short Term Disability means the period of time an employee is absent from work by virtue of accident/injury or illness, or under the examination or treatment of a recognized health professional, or because of an accident/injury for which compensation is not payable under the Workplace Safety and Insurance Act.

Short Term Disability entitlement for denied WSIB claims will not be paid until written confirmation is received from WSIB that the claim is denied, and a medical certificate is supplied by the employee, at which time Short Term Disability Benefits shall be paid from the first day of absence for the claim.

- b) The schedule of benefits payable under the Short-Term Disability Plan shall be interpreted to provide up to seventeen (17) weeks/eighty-five (85) working days, excluding paid holidays at 100% of an employee's regular earnings, annually, dependent on the employee's length of service.
- c) Full entitlement to Short Term Disability paid at 100% of regular earnings shall be restored each January 1st for employees at work contiguous to that date and upon the first date of return to work following January 1st for employees who are on Short Term Disability.
- d) If an employee exhausts their weeks of entitlement at 100% of salary, there will always be up to seventeen (17) weeks/eighty-five (85) working days, excluding paid holidays of disability coverage at 75% of earnings, for every unrelated disability due to accident/injury or illness. A related disability would be considered an unrelated disability if an employee returns to work on a full-time basis for at least twenty (20) working days, excluding paid holidays.
- e) For any accident/injury or illness, the combination of 100% and 75% paid days shall always total seventeen (17) weeks/eighty-five (85) working days, excluding paid holidays of available paid sick leave.
- f) Benefits of the Short-Term Disability Plan as outlined below would commence on the 1st day of disability due to accident/injury or on the second (2nd) day of illness and would be payable for up to seventeen (17) weeks/eighty-five (85) working days, excluding paid holidays. Employees will be required to use one (1) day of uncertified sick leave to gain access to the benefit outlined below in the event of illness. Benefits would then commence on the second (2nd) day of illness.

If the employee has exhausted their uncertified sick leave entitlement under Article 28.02 above, access to the benefit outlined below in the event of illness would begin on the first day of absence, provided the absence is certified as outlined in 28.04 b).

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

(EXCLUDING PAID HOLIDAYS and including seven (7) uncertified sick leave days)

NOTE: Short Term Disability payments for Part-Time Employees shall be prorated in accordance with the number of days or hours worked.

28.04 Short Term Disability and Sick Leave Plan Reporting Procedures

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

- a) All absences shall first be reported by the Employee or a member of the employee's family to the immediate Manager/Supervisor, if possible, at least one half (1/2) hour prior to the commencement of their shift. The Employer will provide all employees with the contact number and email of the immediate Manager/Supervisor.
- b) Any absence of more than three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday or annual vacation, must be supported by a certificate from a duly recognized health professional.

All sick certifications must include the dates of absence, must be signed by the recognized Health Professional and must state that the incumbent was unable to perform the duties of their job on the dates of absence.

- c) Sick certifications from a recognized health professional shall be submitted to the Human Resources Department when requested for any scheduled absence of more than five (5) consecutive days. It is the responsibility of both the injured/ill employee and the Human Resources Department to have regular communication, but not less than every two (2) weeks. In order for the injured/ill employee to return to work safely, a fitness for work form may be required to be completed by the recognized health professional prior to the date of return. The Human Resources Department will coordinate a return-to-work meeting with the employee, their representative and the immediate manager/supervisor. The Employer will refund the cost of the sick certifications requested and the fitness for work forms.
- d) Failure to produce the required certificate(s) as per Article 28.04 b) and c) will result in the uncertified days of absence, including legal holidays, if any, being charged as leave without pay. Certificate(s) must be received in Human Resources within five (5) work days of the first day of absence, unless it is unreasonable to do so

and in that case, contact with the Human Resources Department is mandatory.

- e) The dates of certified absence shall be included in all certifications of absence submitted for sick leave purposes.
- f) Time off for appointments with a recognized Health Professional or for other health related appointments shall be booked as uncertified sick leave under the sick leave credits unless a certificate is provided that meets the requirements of the Short-Term Disability Plan as prescribed in Article 28.04 b) and c) will be charged to this plan in accumulated amounts of half days. For persons who have exhausted the Short-Term Disability Plan such time shall be taken as leave without pay.
- g) The Employer may, if necessary, have the right to have any employee examined by a qualified independent Health Professional or have an independent third-party review to assess the validity of a sick leave or short-term disability claim. The Employee will receive a copy of all information received by the Employer from the qualified Health Professional. All costs associated with the independent medical as a result of the request will be covered by the Employer.

#### 28.05 Long Term Disability Leave Plan

- a) The Corporation agrees to provide a Long Term Disability Plan and contribute 100% of the monthly premiums on behalf of each participating seniority listed Employee.
- b) During the first two (2) years of income payments the disability must prevent the employee from performing any and every duty relating to their regular job. After that time the income benefit will continue if the disability prevents the employee from engaging in any employment for which they are reasonably qualified by education, training or experience.
- c) The benefit level is 70% of any employee's basic monthly earnings, subject to a non-medical limit of \$5,000 per month.
- d) The design of the plan can be altered to include a cost-of-living index clause. Such action would be subject to negotiations between the City of Belleville and the respective Union.
- e) The benefit duration is to age 65 for accident/sickness.
- f) The elimination/waiting period is seventeen (17) weeks/eighty-five (85) working days of continuous disability, excluding paid holidays.
- g) The Long Term Disability Benefit will be reduced by any payment for loss of time which the employee is entitled under any Workplace Safety Insurance Law or Act and by any primary benefit payable to the employee under the Canada or Quebec Pension Plan, excluding dependent children.
- h) The coverage is twenty-four (24) hours daily.
- i) Rehabilitation employment means remunerative employment while not yet fully

recovered, following directly after the period of total disability for which the employee received benefits. The benefit will be the monthly benefit less 50% of rehabilitative employment earnings.

- j) Premium payments are not required when an employee is entitled to receive monthly benefits.

#### **ARTICLE 29 – BEREAVEMENT LEAVE**

- 29.01 All employees, who are required to absent themselves to attend to the passing of a member of their immediate family (defined as spouse, common-law spouse, father, step-father, son, daughter, step-children, mother, step-mother, brother, sister, grandparents, spouse's grand-parents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any other relative living with the employee) shall be reimbursed for all lost time up to five (5) working days. The Corporation recognizes that the above list may not be all inclusive and may grant exceptions under some circumstances.
- 29.02 One (1) day shall be granted without loss of salary or wages to attend the funeral as a pallbearer, provided such employee has the approval of their immediate Supervisor.
- 29.03 In the event of the death of an employee, not more than three (3) members of the executive shall be allowed one-half (1/2) day off, with pay, to attend the funeral. Additional executive members may also be permitted to attend at the Supervisor's discretion, without pay.
- 29.04 An employee who has to use Bereavement Leave during a period of Vacation, as defined in Article 29.01, shall have that portion of Vacation considered Bereavement Leave.
- 29.05 Additional days without pay may be granted. The Employee will be allowed to save one (1) day to attend the memorial service.

#### **ARTICLE 30 – HOSPITALIZATION AND GROUP INSURANCE**

- 30.01 The Corporation agrees to pay for all probationary and Permanent Employees, one hundred percent (100%) of the cost of the Ontario Hospital Insurance Plan and the Semi- Private Plan; and for all Permanent Seniority Listed Employees to this Collective Agreement, one hundred percent (100%) of the cost of each employee's participation in the Group Life Insurance Plan, the Extended Health Care Plan and the Dental Plan.

Part-time Employees who work regularly on a permanent basis are eligible for benefits as indicated in Articles 28 and 30. Notwithstanding Article 30.11 benefits are paid on a 100% basis for life insurance, AD&D and LTD and on a pro-rated premium basis for semi-private, extended health care and dental plan coverages, subject to working in excess of fifteen (15) hours weekly.

- 30.02 The Group Life Insurance (which includes Accidental Death and Dismemberment) for each employee covered shall be two (2) times their respective regular annual salary to the nearest \$500.00 of coverage to a maximum of \$200,000.00. Employees may pay the premium cost of retaining a personal Life Insurance policy in an amount of their

choosing upon retirement under the conversion option in the policy.

30.03	Accidental Death and Dismemberment Benefit:	
	Loss of:	
	Life	100%
	Both Hands and Both Feet	100%
	Sight of Both Eyes	100%
	One Hand and One Foot	100%
	One Foot and Sight of One Eye	100%
	Speech and Hearing in Both Ears	100%
	One Arm or One Leg	75%
	One Hand or One Foot or Sight of One Eye	50%
	Speech	50%
	Hearing in Both Ears	50%
	Thumb and Index Finger or at Least Four Fingers on One Hand	25%
	All Toes of One Foot	33-1/3%
	Loss of Use:	
	Both legs or Both Arms or Both Hands	100%
	One Leg or One Arm	75%
	One Hand	50%

30.04 The Corporation shall provide Extended Health Care Plan coverage to employees specified in this Article with single, couple and family status to be maintained on a \$25.00 deductible basis, annually, including the following:

Eye glass, prescription safety glasses, and eye exam coverage to a maximum of the amount of \$500.00 once every twenty-four (24) consecutive months.

Physiotherapy, registered massage therapy and chiropractic coverage to a maximum of \$1,500.00 per calendar year. No per visit maximum.

Speech Pathologist \$500 per person per calendar year.

Psychologist \$100 for 1st visit. \$20 per hour for each subsequent visit \$200 per calendar year per person.

Private nursing services to a maximum of \$25,000.00 once every thirty-six (36) consecutive months.

Coverage for orthotic inserts and/or footwear to a maximum \$300.00 every twenty-four (24) months.

Hearing aids or related devices (including replacement batteries) up to \$500.00 per person per five (5) benefit years.

Osteopath no maximum per visit or calendar year.

30.05 The Corporation shall provide standard deluxe dental coverage to employees specified in this Article in accordance with O.D.A. rates one (1) year in arrears.

Standard deluxe dental coverage shall include:

The Standard Preventative Plan;

Plus Orthodontic (children only, 50% reimbursement, \$3,500 lifetime max);

Plus major restorative (crowns), implants, and dentures (50% reimbursement, max \$3,500/calendar year).

- 30.06 Employees shall be responsible for keeping the City informed of changes in their marital status and number of dependents. An employee who is entitled to a reduced benefit premium because of a change in dependency status and who fails to notify the City of such change within thirty (30) days of becoming aware of such change, shall have any unnecessary extra premium costs paid by the City on their behalf deducted from their pay.
- 30.07 Any and all accrued E.I. premium reduction benefits that are derived by the employer (five twelfths (5/12) rebate) shall be placed toward the benefits in this Article.
- 30.08 The Corporation agrees to continue to include in the Ontario Health Insurance Plan, the Semi-Private Plan, the Group Life Insurance Plan (with Accidental Death and Dismemberment), the Major Medical, the Dental Plan and the LTD Plan currently in effect, any employees who are laid off work, for a period not to exceed twelve (12) months, on the condition that:
- a) The complete contribution is paid by the employee after three (3) months; and
  - b) The payments are made to the City Treasurer by the fifth (5th) of the month in which they are due.
- 30.09 All group benefit plans not eligible for waiver of premium provisions, such as Ontario Health Insurance Plan, Semi-Private, Group Insurance Plan (with Accidental Death and Dismemberment), Major Medical and Dental Plan, if applicable, would be discontinued after two (2) years of continuous disability. In other words, the City would continue to pay its portion of the premium during the first two (2) years of disability. The employer will continue this coverage for those employees who are appealing LTD or WSIB benefits for up to a three (3) month period.
- 30.10 It is understood that the Corporation may substitute another carrier for any plan (other than OHIP), provided the individual benefits conferred thereby are not in total decreased. Before making such a substitution, the Corporation shall notify the Union to explain the proposed change. Upon a request by the Union, the Corporation shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.
- 30.11 It is agreed by both parties that the above-mentioned plans shall be considered to be a condition of employment for employees specified in Article 30.01, and this condition may only be waived when an employee provides proof that they are covered by some other similar plan.

- 30.12 As outlined in the current benefit contract, surviving spouses of a deceased member shall be eligible to remain in the group health and dental plans for a maximum of twenty-four (24) months following the death of an employee or retired employee, provided that premiums are paid where required. Continued coverage beyond these limits may be obtained through conversion coverage.
- 30.13 The Corporation agrees to provide early retirement benefits (Life Insurance \$5,000 coverage, Extended Health Plan, Dental Plan and Drug Plan) to employees who elect to retire early, to age sixty five (65), on a 50%:50% co-payment basis. In order for an employee to be entitled to apply for this benefit, early retirement must start following the date of ratification of this agreement. Employee dependent life insurance coverage will not be included in this benefit.

### **ARTICLE 31 – HEALTH AND SAFETY**

- 31.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees. In accordance with this undertaking, all vehicles, shops and offices will be equipped with First Aid Kits.
- 31.02 Joint Health and Safety Committees shall be established and composed of representatives appointed by the Corporation and representatives of the Union, in accordance with the Occupational Health and Safety Act.
- 31.03 The Employer and the Union agree that they shall comply with and institute the requirements of the Occupational Health and Safety Act as amended from time to time as it applies to the Employer's operations.
- 31.04 The Employer shall provide transportation to the nearest Hospital for employees requiring medical care as the result of a workplace accident occurring during working hours.
- 31.05 An employee suffering a workplace injury during working hours who is required to leave work for treatment and who cannot return to work shall be paid for the remainder of the work day at the regular rate of pay.

### **ARTICLE 32 – WORKPLACE SAFETY INSURANCE**

- 32.01 A Permanent Employee prevented from performing their regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety Insurance Board as compensable, within the meaning of the Workplace Safety Insurance Act, shall receive from the Corporation the difference between the amount payable by the Workplace Safety Insurance Board and their regular salary.
- 32.02 A Permanent Employee injured doing a seasonal or temporary posted job shall get their pay during compensation at the average weekly rate determined by the Workplace Safety Insurance Board. The Corporation will replace any clothing ruined by an employee, if the said employee was injured and the claim for compensation was approved.

- 32.03 All applicable benefits specified in Article 30 shall be continued, at the Corporation's expense, unless the employee suffers a compensable injury, causing such employee to be disabled to the extent that:
- a) Based on a medical certificate, such employee is prevented from ever returning to work for the Corporation; or
  - b) Such employee is placed on a total disability pension by the Workplace Safety Insurance Board.
- 32.04 An employee who is absent because of an injury or illness covered by the Workplace Safety Insurance Board shall be required to regularly advise the employer of their health status in the manner prescribed in Article 28 with the exception that an employee cannot return to work off of Workplace Safety Insurance anytime without medical certification being submitted prior to their return to work.

### **ARTICLE 33 – GENERAL**

33.01 "Grandfathering" for all former IBEW members:

- a) The Corporation agrees to grandfather the following terms for former members of IBEW while employed in Belleville Water operations until this agreement meets or exceeds the benefit:

**Meal Allowance** - A meal allowance of up to a maximum of \$10.00 will be paid upon submittal of a receipt, when an employee works outside normal working hours, as follows:

- i. After working overtime continuously for one and one half (1½) hours as an extension of normal working hours.
- ii. After commencing work within one and one half (1½) hours prior to the start of the regular scheduled workday.

At other times outside of normal working hours, the Corporation will provide reasonable food and drink to the worksite. Payments for hours worked will not be made for meal breaks away from the job site.

- b) The Corporation agrees to grandfather the following terms for former members of IBEW until this agreement meets or exceeds the benefit:

**Extended Health and Dental Benefits** - Providing Provincial Legislation permits, the Corporation agrees to pay one hundred percent (100%) of the cost of

applicable premiums of the Manulife Extended Health Benefit Plan for all regular employees who have completed their probation period and while such employees are in receipt of pay from the Corporation. The plan includes the following, all as per the Corporation's Group Policy No. 4312: semi-private hospital care, accidental dental care, and eye glass and eye exam coverage to a maximum amount of \$300.00 once every 24 consecutive months.

Where a regular employee is absent due to extended illness or job injury, the Corporation will, on request of the employee or the Union continue to pay its share of Hospital and Medical Insurance as long as the person is an employee.

The Corporation agrees to pay ninety percent (90%) towards the premium cost of the Liberty Health Dental Care Plan Number 9, Group Policy No. 4312; current rate, for all regular employees enrolled in this plan. The plan includes Rider 2 with 50% reimbursement, Rider 3 with 50% reimbursement and Rider 4 with 50% reimbursement. The lifetime maximum for Rider 3 is \$1,500.00. Rider 3 is not applicable to single coverage. The annual maximum for Rider 4 is \$1,000.00. It is understood and agreed that all employees enrolled in the plan must stay in the plan as long as they qualify. It is further understood that the employee's share of the Dental Plan premium cost will be paid by an additional deduction from their pay.

c) **Life Insurance** - The Corporation agrees to continue Optional Life insurance (all coverages).

33.02 The Corporation shall reimburse employees the cost of medical certificates required for the renewal of Class "A" and/or Class "D" and/or the "Z" endorsement licence(s) required in the performance of their duties.

33.03 The Corporation shall reimburse employees for the renewal of Trade Licence(s), and Class "A", "D", or "Z" endorsement driver licence(s) required in the performance of their duties.

33.04 Employees shall maintain Trade Licence(s) and/or certifications and/or driver licence at the required level to perform the duties of their position as a condition of employment and shall advise the Corporation of any change in status of the required licence/qualifications. Failure to maintain required Trade Licence(s) and/or certifications and/or driver licence may be considered cause for disciplinary action. It shall be the responsibility of all employees to personally notify the Employer as soon as possible in the event that any licence(s) required to perform their duties is suspended, is revoked, or expires.

33.05 Training

- a) An employee that is required by the employer to complete training shall be provided with uninterrupted time during the workday or, if possible, permitted to work from home to successfully complete the training. Time spent completing said training will be paid for by the employer. The Employer shall pay for any training required as a condition of their continued employment.
- b) The employer shall pay the full cost of any course of instruction approved by the employer for an employee to better address the requirements of their own job. Such approval shall not be unreasonably withheld. Payment shall be made upon successful completion of the course.

#### **ARTICLE 34 – JOB EVALUATION**

- 34.01 The Corporation and Union agree to establish a joint job evaluation committee, comprised of equal members of Union and Corporation representatives, for the purpose of evaluating positions covered by this Agreement and maintaining the basis of an equitable wage structure and job ratings to meet changing conditions and work requirements.
- 34.02 The Parties agree that a common "Tool" will be used for Pay Equity and Job Evaluation.
- 34.03 The Parties agree that a "Terms of Reference" shall be "jointly" developed so both Parties understand and agree at the outset, on the terms and conditions of the Program.
- 34.04 The parties agree periodically to review jobs upon request and to complete a review of all jobs every five (5) years.

#### **ARTICLE 35 – CLASSIFICATION OF POSITIONS**

- 35.01 The Corporation shall classify new equipment within thirty (30) days of its introduction. Any dispute regarding classification of new equipment may be submitted to arbitration in accordance with the Grievance Procedure. The Arbitrator shall be empowered to determine the rate consistent with other rates.
- 35.02 For Jurisdiction A:
  - a) The city shall establish and maintain a plan for the classification of all jobs in the service according to the type and levels of duties and responsibilities of the positions and the qualifications required of the staff that occupy them. This plan shall include standards by which individual posts are to be classified.
  - b) All jobs shall be classified in accordance with the present plan established under the provisions above. Classification shall include assignment of official title, pay

grade and job description. Management will agree to discuss any changes to classification with the Union.

- c) A Permanent Employee, may, at any time, request a re-examination of the classification of the position which they occupy, and any Department Director, or the Union may, at any time, request re-examination of the classification of any position. The effective date of such classification shall be the date of approval of the committee with payment of such classification retroactive to the date the applicant applied on the appropriate form (Job Information Questionnaire) to Human Resources.

### **ARTICLE 36 – JOB VACANCIES**

- 36.01 When the Corporation intends to fill a permanent or temporary position, a notice will be posted on the bulletin board in all places of work covered by this Collective Agreement, for a minimum of seven (7) calendar days, during which time Permanent Employees will have an opportunity to apply. The posting period will begin as soon as possible upon receipt of the approved job requisition at Human Resources, but not more than seven (7) calendar days after the vacancy occurs or the Union will be notified that the position has been made redundant. The vacancy occurs when the present incumbent leaves the position for any reason.
- 36.02 The Union shall be notified as to the successful applicant and starting salary. An objection by the Union to staff changes may be dealt with in accordance with the Grievance Procedure.
- 36.03 Should no Union applicant be accepted, a specific reason shall be given as to why, in writing, to each applicant.
- 36.04 Such notices shall contain the following information:
  - a) For Jurisdiction A: The nature of position, qualifications required, skills, shift, hours of work, wage, salary rate or range and full job description. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminating manner.
  - b) For Jurisdictions B, C, and D: The nature of position, rate of pay, required knowledge and education, ability, skills, and whether day or night shift.
- 36.05 Jurisdiction A – Competitions
  - a) Applications for such appointments and promotion to positions specified in Article 36.01, shall be considered on the basis of being determined the most qualified person for the job taking into account the duties, function and responsibility

requirements of the position as well as the skills, abilities, experience and formal qualifications of a candidate. Consideration of the foregoing factors shall be conducted in a fair and straightforward analysis manner for all applicants and will include candidate evaluation sheets for record of information purposes. Internal candidates may be considered conditionally if they are able to obtain the necessary qualifications within the three (3) month trial period.

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

36.06 Jurisdiction B, C, and D – Competitions

- a) When staff changes coming within the provisions of this Agreement are made, seniority shall govern in each respective Jurisdiction (B, C, and D). Employees listed in the Jurisdiction where the vacancy occurs, shall be awarded the posted position in order of seniority providing that the applicant has the necessary skill, ability, and competence, and all other employees will be considered thereafter.
- b) When new positions are created, or existing positions are reclassified, the Corporation will advise the Union, in advance, of the proposed classification.
- c) The Union shall be notified in writing of all new appointments, promotions, hirings, layoffs, rehiring, and terminations of employment.

36.07 Temporary Appointments

- a) Jurisdiction A:
  - i. When the Corporation intends to fill a temporary position in Jurisdiction A, a notice will be posted for application by only employees within Jurisdiction A.
  - ii. Departmental “help outs” for employee transfers shall be permitted for a maximum of three (3) working days for workload or unexpected replacement purposes. Employee selection shall be at the discretion of the respective Department Director with no pay adjustments.
  - iii. Departmental relieving opportunities from within a department shall be provided on a seniority basis to qualified candidates without internal advertising requirements for periods of time involving four (4) weeks or less. If no candidates are available from within a department, temporary assistance from outside the bargaining unit shall occur.
  - iv. Employees that are awarded temporary positions shall be ineligible to apply for other posted temporary positions until the end of their current temporary

position. This does not apply to relieving opportunities within their department or permanent job postings, or for long-term temporary vacancies (pregnancy/parental, long term education and approved LTD). At no time will a Permanent Employee be considered for a temporary posting during their designated trial period in a permanent position.

- b) When temporary appointments are made to the positions in Jurisdictions B, C, and D, seniority shall govern providing the applicant has the necessary skills, abilities, and competence.
- c) All Classification Positions within Jurisdiction B will be offered by seniority within the respective classification in the spring and fall each year. Employees will maintain their chosen classification position for the full season. It is understood that there will be two seasons - spring and fall. Management will determine the classification positions required on the basis that a classification position is comprised of work that will be done by one individual the majority of the season.
- d) Management may assign employees within a classification for a short term by lateral moves within the group. If a short term needs to be filled outside of the group, it will be offered to the other group by seniority. A short term is defined as a short term vacancy due to sick leave, vacations, bereavement and time off in lieu.

#### 36.08 Trial Period

- a) For Jurisdiction A Employees:

Any Permanent Employee who is selected for placement in another position in accordance with Article 32.01 on a permanent basis shall be inserted thereto for a trial period of three (3) months. In the event that the selected applicant proves unsatisfactory or if the employee is unable or unwilling to continue to perform the duties of the new classification at any time during this trial period, they shall be returned to their former position without loss of seniority. Any other Permanent Employee promoted or transferred as a result of this rearrangement of positions shall be returned to their former position without loss of seniority.

- b) For Jurisdiction B, C, and D Employees:

In the event a successful applicant proves unsatisfactory during the trial period of one (1) month or if the employee is unable or unwilling to continue to perform the duties of the new job classification at any time during this trial period, they shall be returned to their former position without the loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of jobs shall be returned to their former position without loss of seniority. The Corporation will afford every opportunity to receive additional training on the job where possible.

#### 36.09 Relieving in Other Grades

- a) Jurisdiction A:

- i. If a Probationary or Permanent Employee is temporarily transferred from their normal position to a position of a higher grade for more than three (3) consecutive working days, they shall receive the rate of the new grade but at one step below their current step for the full period worked in it.
  - ii. If a Permanent Employee is temporarily transferred from their normal position to a position of the same or a lower grade, they shall continue to receive the rate of pay they were entitled to immediately prior to transfer.
- b) Jurisdictions B, C, and D:
  - i. Where an employee is performing work in a classification higher than their own for an accumulated period of less than six (6) months, they shall be paid at the rate for the higher classification except while on vacation and sick leave.
  - ii. Where an employee performs the work of a higher classification for six (6) months or more in a calendar year, they shall be paid at the higher rate for all vacation and sick leave taken during assignment to the higher rated classification.

#### 36.10 Transfers

- a) The provisions of this Article shall apply only to employees within Jurisdictions B, C, and D.
- b) It is mutually agreed that employees may be transferred from time to time to other Jurisdictions and, should this be done, no other persons shall perform the work of said employees during the period that they are transferred unless in the event of a declared emergency.
- c) Only the head of Council of a municipality may declare that an emergency exists. A "Declared Emergency" is defined in the Emergency Management and Civil Protection Act and reads as follows:
 

"A situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise."
- d) The Employer agrees to notify the Union respecting the Jurisdiction to which employees are assigned.
- e) The Employer further agrees that an employee moved from one Jurisdiction to another shall have first preference to go back to their former Jurisdiction before summer students or new employees are employed.
- f) Employees transferred from their Jurisdiction to a different Jurisdiction shall be transferred in the reverse order of seniority within their Jurisdiction, subject to being

able and having the required knowledge, education, ability and skills to do the work.

- g) Employees transferred for five (5) days or less shall remain in the regular rotation for overtime calls in their own Jurisdiction.
- h) Employees transferred for more than five (5) days shall be eligible for overtime in the regular rotation of the Jurisdiction to which they are transferred. The transferred employees shall be placed in order of seniority, in their own Jurisdiction, at the bottom of the call-in list of the Jurisdiction to which they are transferred.

### **ARTICLE 37 – SALARY**

37.01 For Jurisdiction A Employees, if an employee is promoted, or reduced in grade, their rate of pay in the new position shall be determined as follows:

- a) On promotion, the salary of the employee shall be fixed in the higher grade at the same step held in their present grade. New assignments within the same grade level shall not cause any change in the normal anniversary date of the current step.
- b) On reduction in grade, the salary will be fixed at the step in the lower grade, which corresponds to the current salary, or at the rate nearest below, if there is no exactly corresponding rate.

37.02 The Corporation shall pay to the Apprentice Mechanic, the difference between their regular wages and their government apprenticeship school allowance, when they are in attendance at the compulsory schooling in their trade.

37.03 When a Water Distribution Operator, other than the Inspector or Locator, is assigned to inspect the installation of watermains, services and appurtenances on a project, or perform locates, they will be paid an additional five per cent (5%) over their hourly rate while on that particular assignment.

37.04 The Salary Schedule, having been agreed to by both parties, is shown in Appendix A, B, C, and D.

### **ARTICLE 38 – TRAVEL AND TRANSPORTATION**

38.01 An employee not receiving a monthly car allowance, who agrees to use their own vehicle to go to and from the job, will be paid as per the current CRA mileage rate per km effective the date of ratification, or ten dollars (\$10) per day for each day a vehicle is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.

38.02 An employee who agrees to use their own truck for haulage purposes will be paid as per the current CRA milage rate per KM or twenty-two dollars (\$22.00) per day, for each day a truck is required, whichever is greater. Mileage is to be measured from the

place of employment in the respective department.

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

- Building Inspectors
- Engineering Technologists
- Survey Party Chiefs
- Traffic Technicians

38.04 The following positions shall receive a monthly car allowance as follows:

POSITION	April 1
Building Inspectors	\$888.75
Engineering Technologists	\$563.00
Survey Party Chiefs	\$715.00
Traffic Technician	\$675.00

38.05 Notification will be given to the Local Union of any changes or additions to this list of specified positions where possession of a motor vehicle and the payment of a motor vehicle allowance for its use is a condition of employment. If a position is removed from Article 38.03 or 38.04 that position will no longer be required to have access to a vehicle as a condition of employment.

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

38.07 Any position not listed in Article 38.03 or 38.04 shall not be required to have access to a vehicle as a condition of employment.

### **ARTICLE 39 – PROTECTIVE EQUIPMENT**

39.01 Tools and Equipment

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

39.02 Inclement Weather

During inclement or cold weather, employees required to travel from the Yards to jobs, and from the jobs to the Yards, will be transported under cover from the elements when such conveyance is available. Whenever possible during inclement weather the

Corporation shall endeavour to provide indoor work for outdoor work crews.

For Jurisdiction D whenever in the opinion of the Corporation work cannot be reasonably continued during the work hours by reason of inclement weather conditions, the Corporation shall provide indoor work for outside crews or allow them to standby inside. No loss of pay for permanent employees shall result by reason of the provisions of this clause.

- 39.03 Inclement Weather Allowance  
The Employer shall provide all eligible employees whose duties require them to work in wet or inclement weather, one (1) pair of rubber boots, rubber pants, coat and hat of proper size. It is understood that this equipment shall be required to be worn during working hours. The Employer reserves the right to periodically examine the equipment to assess its state of repair and to ensure that all equipment is properly stored in the employee's locker.
- 39.04 A protective helmet/hardhat will be provided to all employees whose duties require one.
- 39.05 The employer shall pay eligible employees a safety shoe allowance in the amount of \$325 in each year of this agreement if their regular duties and responsibilities require the wearing of such safety gear. The benefit shall be payable beginning in the first pay period of April 2025 and going forward for each year of this agreement. All safety footwear must be approved Green Patch boots or shoes.
- 39.06 Each permanent employee who is eligible shall receive from approved City and/or suppliers the following initial and annual clothing allowances (Departments may have their own additional protective gear requirements).

	Initial Issuance	January 1st Annually
Jurisdiction A Inspect/survey	13 Points	10 Points
Jurisdiction A Bylaw Officers	13 Points	10 Points
Jurisdiction B	25 Points	10 Points
Jurisdiction C Recreation	\$200	\$200
Jurisdiction C Facilities	13 Points	13 Points
Jurisdiction D	25 Points	10 Points
Jurisdiction D Wastewater Operations	25 Points	15 Points

ITEM	POINT VALUE
Pants - Cargo (Navy)	1
Pants - Work - (Navy)	1
Cool Works Pants	2
Short Sleeve T Shirts	0.5
Long Sleeve T Shirts	0.5

Coveralls	1
Cargo Shorts	1
Polo/Golf Safety Shirts - Short Sleeve - Orange	1
Polo/Golf Safety Shirts -Long Sleeve - Orange	1
Safety Work Shirts - Short Sleeve - Orange	1
Safety Work Shirts -Long Sleeve - Orange	1
Traffic Bib Coveralls	2
Traffic Bib Coveralls Insulated	3
Traffic Safety Lined Vest	2
Traffic Safety Jackets Unlined	2
Traffic Safety Utility Jackets Lined	2
Traffic Safety Insulated Coveralls	3
Traffic Safety Jackets Insulated Bomber	2
Traffic Safety Insulated Parka	3
Traffic Safety Sweatshirts Quarter Zipper Hooded	2
Traffic Safety Sweatshirts Full Zipper Hooded/Crew Neck	2
Sweatshirt	2
Unlined Jacket	2
Winter Coat	3
Extra Boots * Jurisdiction "C" only	5

NOTE:

- The Employer will pay for any alterations required to adjust supplied clothing.
- Work Gloves and work mitts will be supplied as required.
- The wearing of this clothing is required as a condition of employment.
- All shirts and jackets shall be embossed with the City of Belleville Corporate Logo.
- Mechanics and Water Treatment Operators shall receive fire retardant coveralls, shirts and pants as required (from the service provider).
- All eligible Casual Employees shall be provided with four (4) traffic safety shirts.

**ARTICLE 40 – HOURS OF WORK AND OVERTIME**

40.01 The purpose of this Article is to define the normal hours of work and when employees are entitled to overtime payment and are not a guarantee of hours of work per day or per week.

40.02 Overtime Meals

a) For Employees in Jurisdiction A, a meal allowance of up to a maximum of \$10.00 will be paid upon submittal of a receipt, when an employee works outside normal working hours, as follows:

i. After working overtime continuously for one and one half (1½) hours as an extension of normal working hours.

- ii. After commencing work within one and one half (1½) hours prior to the start of the regular scheduled workday.

At other times outside of normal working hours, the Corporation will provide reasonable food and drink to the worksite.

- b) Employees in Jurisdictions B, C, and D who are required to work more than two (2) hours overtime will be allowed one-half (1/2) hour for meals with pay and each succeeding four (4) hour shift thereafter. Employees who work completely between 12:00 midnight and 7:00 a.m. on overtime will be allowed ten dollars (\$10.00) for breakfast, except those employees who receive shift premium.

40.03 Agreement to Work Excess Hours for Jurisdictions B, C, and D

The Union hereby agrees on behalf of itself and each employee in the bargaining unit to the following:

- a) The Employees agree with the Employer to work in excess of the regular work day of either eight (8), eight and one-half (8 1/2), or twelve (12) hours for employees in the outside bargaining group.
- b) In accordance with Section 17 (2) of the Employment Standards Act (ESA), the Union gives consent for Full-Time Employees to exceed the regular hours of work per day and/or per week, subject to a maximum total of sixty (60) hours per week (and subject to the overtime provisions contained in the Collective Agreement, including determining if overtime is mandatory or voluntary).
- c) The regular hours of work for part time, seasonal, and casual, and the circumstances whereby those hours may be exceeded, remain governed by the terms of the Collective Agreement.

This agreement is made in accordance with the applicable provisions of the Employment Standards Act.

40.04 Equitable Division of Overtime and Call-Back for Jurisdictions B, C, and D

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

40.05 Reporting Pay

In the event of an employee reporting for work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours, except Program Employees, who shall have three (3) hours applied in both of these instances.

40.06 Breaks

For Jurisdiction B, C and D employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift. The provisions of this paragraph shall also apply to employees working overtime in excess of two (2) hours.

40.07 Employees shall be allowed to leave their job site an adequate amount of time before the lunch period and before quitting time to return to their home base of operation. Employees shall be allowed fifteen (15) minutes before the lunch period and before quitting time for personal cleanup purposes.

40.08 JURISDICTION A

- a) The hours of work for Jurisdictional Group "A" shall be seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday inclusive. The workday shall normally commence at 8:30 a.m. and normally end at 4:30p.m.
- b) The hours of work for staff within Jurisdiction A, that supports Jurisdiction B and Jurisdiction D, as of the date of ratification (May 28, 2024), shall be the same as above. Employees hired after ratification (May 28, 2024) may have their starting times varied by up to one (1) hour to meet operational needs, provided at least 3 days written notice is provided to the affected employees and the Union.
- c) The hours of work for staff within Jurisdiction A, that supports Jurisdiction C as of the date of ratification (May 28, 2024), shall be the same as above. Employees hired after ratification (May 28, 2024) will have shifts (including hours and days of the week) that will be based on operational needs.
- d) Employees will receive a one (1) hour unpaid lunch and two (2) fifteen (15) minute paid breaks, one in each half of the shift.
- e) One By-law Enforcement Officer shall work five days a week which includes Saturday and Sunday work. By-Law Officers hired after ratification (May 28, 2024) will have shifts (including hours and days of the week) that will be based on operational needs.
- f) Where the workload in the office requires that an employee must work in excess of one quarter (1/4) hour beyond the regular quitting time in a day, or when overtime is authorized by the Department Director, the employee shall be compensated for such overtime in accordance with the provisions set out as follows.

- g) Overtime shall be compensated for by granting equivalent compensative leave and/or monetary compensation as requested by the employee at that time. Compensative leave will be granted at a time mutually agreeable between employee and Department Director and to be taken within nine (9) months of earning it. Both compensative leave and monetary compensation shall be at a rate of one and one-half (1-1/2) times the hours worked Monday through Friday, two (2) times the hours worked Saturday and Sunday and two (2) times the hours worked plus a day's pay for a holiday.
- h) Overtime and call-back time shall be divided as equitably as possible among employees who are engaged in similar types of work and who are qualified to perform the work that is available. The officers of the Union shall be provided with the record of each department's overtime distribution upon request and at the labour management meetings.
- i) Standby time for the Parking Services Coordinator shall be from 4:30pm Friday to the same time the following Friday. Compensation shall be at the rate of one (1) day's pay per week. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under Article 26 (Paid Holidays), as compensation for standby.
- j) Employees who are called out after their regular working hours from Monday to Friday or on Saturday, shall be paid a minimum of two (2) hours at overtime rates. Employees, who are called out on Sunday or on a paid holiday, provided for in this Agreement, shall be paid a minimum of four (4) hours at overtime rates. This section shall apply to flag raising duties. Any call out received during the call out period of two (2) hours shall not be considered a new call out. Minimum call out shall not apply to an extension of normal work hours of up to 2 hours.
- k) An employee unable to report for duty on a workday shall notify his/her immediate manager/supervisor of that fact no later than the commencement of the workday or shift.
- l) Vacation shall be given upon request unless good reason is given by the Department Director for refusal.

#### 40.09 JURISDICTION B

- a) Subject to the Articles in the Collective Agreement, the normal hours of work for Jurisdiction B, except Mechanics and Casual Employees, shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive. Normally the hours of work shall be 7:00 a.m. to 3:30 p.m. with a one half (½) hour unpaid lunch and two (2) paid fifteen (15) minute breaks, one in each half of the shift. The hours and

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

- b) When a night shift is required, it will consist of forty (40) hours per week, eight (8) hours per night, from 10:30 p.m. to 7:00 a.m., Sunday to Thursday, and employees will be placed into the shift in reverse order of seniority should positions need to be filled after volunteers, in order of seniority, have availed themselves first. No position listed in Jurisdiction B will be guaranteed day shifts only.
- c) The hours of work for Mechanics shall be eight (8) hours per day and forty (40) hours per week. The workday shall consist of a day shift normally commencing at 7:00 a.m., except for Transit Mechanics, whose shift will normally start at 6:00 a.m..
- d) A system of Saturday and Sunday work rotation for Mechanics in Transit, including the days and hours of each employee shall be posted in an appropriate place in the work location at least two (2) weeks in advance.
- e) Mechanics will receive a one half (½) hour unpaid lunch and two (2) fifteen (15) minute paid breaks, one (1) in each half of the shift. Starting times can be varied by up to one (1) hour to meet the operational needs of an employee's work site with three (3) days' notice to the employee and the union.
- f) When a Mechanic is required on a night shift, it will consist of forty (40) hours per week, eight (8) hours per night, from 10:30 p.m. to 7:00 a.m., Sunday to Thursday, and employees will be placed into the shift in reverse order of seniority should positions need to be filled after volunteers, in order of seniority, have availed themselves first. No Mechanic in Jurisdiction B will be guaranteed day shifts only.
- g) Work performed by employees on a sixth (6th) or seventh (7th) day shall be at double time. The employee's first scheduled day off in a pay period shall be considered their sixth day, and the second day off shall be considered the seventh day.
- h) Employees shall be paid an hourly shift premium of \$1.85 until January 1, 2027 when it will increase to \$2.25, for all hours worked when scheduled outside of regular hours, as per Article 40.10 a) and c).
- i) The normal work week for Casual Employees shall be rotating shifts of five (5) consecutive days, eight (8) hours per day, forty (40) hours per week, Sunday to Saturday, with one half (1/2) hour off for lunch, two (2) paid fifteen (15) minute breaks, one in each half of the shift. Work performed by employees on a sixth (6th) or seventh (7th) day shall be at double time. The employee's first scheduled day

off in a pay period shall be considered their sixth day, and the second day off shall be considered the seventh day.

- j) All work performed by employees beyond the scheduled workday as determined by the above provisions in Article 40.10, shall be considered overtime. All overtime must be approved in advance by an employee's supervisor. Overtime shall be paid at the rate of time and one half (1½) the employee's regular hourly rate except that overtime worked on a Saturday, Sunday or paid holiday shall be paid at double (2x) the employee's regular hourly rate.
- k) Standby time for Jurisdiction B employees shall be from 3:30 p.m. Friday to the same time the following Friday. Compensation shall be at the rate of one (1) day's pay per week. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under Article 26, as compensation for standby. Standby crews will be called in to do emergency work only.
- l) The following applies to Employees who are required to work in an emergency situation outside regular working hours. (This Article has no application where an employee has been assigned hours of work in accordance with a scheduled shift). Overtime rates for minimum call-back times shall be determined by the day on which the call-back occurs as follows:
  - i. Employees who are called back after their regular working hours from Monday to Friday shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the straight time rate.
  - ii. Employees who are called back on Saturday shall be paid a minimum of two (2) hours at the rate of two (2) times the straight time rate.
  - iii. Employees who are called back on Sunday shall be paid a minimum of four (4) hours at the rate of two (2) times the straight time rate.
  - iv. Employees who are called back on Paid Holidays shall be paid a minimum of four (4) hours at the rate of two (2) times the straight time rate plus the straight time.
  - v. If the call-back continues beyond the minimum period, all time over and above the minimum shall be paid at the overtime rate applicable for the day the time is actually worked.
  - vi. Employees who are called back after their regular working hours will be permitted to return home following the completion of the emergency work for which the call-back was originated. Any other emergency work requiring attention at that time, subject to the said employees attending additional

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

- vii. Employees who give up their position on the emergency call-back list must give a minimum of two (2) weeks' notice.
  
- m) Overtime will be offered on a rotating basis as per the current protocol.
  
- n) The Occasional Foreman's or Supervisor's rate shall be the employee's regular rate increased by eight per cent (8%). If the employee is asked to fill the position of Occasional Foreman or Supervisor for more than six (6) consecutive weeks, at any one time, the Occasional Foreman's, or Supervisor's rate after the aforementioned six (6) week period shall be the employee's regular hourly rate increased by ten percent (10%). The assignment of Occasional Supervisor duties shall be by mutual consent between the parties.
  
- o) Employees shall be allowed to leave their job site an adequate amount of time before the lunch period and before quitting time to return to their home base of operation. Employees shall be allowed fifteen (15) minutes before the lunch period and before quitting time for personal cleanup purposes.
  
- p) The following guidelines have been established in order to set the parameters around seasonal assignments/postings and process regarding the winter and summer activities for Jurisdiction B.
  - i. Positions within Jurisdiction B will be offered by seniority within the respective classification for winter and summer activities each year. Employees will maintain their chosen position for the full season. It is understood that there will be two seasons – summer and winter. Management will determine the classification positions required on the basis that a classification position is comprised of work that will be done by one individual for the majority of the season.
  
  - ii. Training Opportunities will be offered to those currently working in the position for which training is required, then by seniority.
  
  - iii. Cross training will be done by rotating employees through the different duties on a regular basis. Such opportunities will not be unreasonably withheld.

- iv. Shop Foreperson, Licensed Mechanic, Arbourist, Turf Person, Gardener, Irrigation Person, Inventory Control Clerk, Parks and Playground Technician, Transportation Technologist, Operations Technician, and Traffic Technician positions are not permitted to apply for seasonal postings.
  - v. All employees as of August 18, 2016, shall be deemed eligible to hold a permanent position (grandfathered). All new employees will be hired to either General Operator or Skilled Operator in each respective classification.
  - vi. The winter maintenance night shift shall commence in the first week in which November 15th falls and will last until the Thursday in which the following April 15th falls.
  - vii. The summer maintenance night shift shall commence in the first week in which April 15th falls and will last until the week in which November 15th falls.
  - viii. All work performed by employees beyond the scheduled work shift as determined above, shall be considered overtime. All overtime must be approved in advance by the employee's supervisor. Overtime shall be paid at the rate of one and one-half (1½) the employee's regular hourly rate except that overtime worked on Saturday, Sunday prior to 11:59 pm or a paid holiday shall be paid at double (2x) the employee's regular hourly rate.
  - ix. The starting location of shifts shall be determined by the Employer.
  - x. All other applicable Articles of the Collective Agreement are in full force and effect.
- q) Overtime will be offered on a rotating basis, providing the seasonally assigned employee is offered the overtime first. The overtime order of call is as follows:
- i. Employee holding the seasonal assignment.
  - ii. Remaining employees within group list
  - iii. Main Seniority List
  - iv. Any employee off on annual vacation, bereavement, lieu time.
  - v. Mechanics
  - vi. Probationary Employees
  - vii. Casual Employees
  - viii. When an employee is off work on approved leave of absence, sick leave or goes home from work sick before the end of their shift they will not be

eligible for Overtime until the completion of the first full shift when they return to work.

NOTE: Group Lists will be General Operator and Skilled Operator for Seasonal Assignments.

- r) Vacation and Lieu Time Scheduling
- i. Employees shall be entitled to take their annual vacation/lieu time at any time during the current calendar year, however during July, August and November twenty (20) employees plus one (1) Arborist, one (1) Gardener, one (1) Turfperson/Integrated Pest Technician, one (1) Traffic Technician, one (1) Operations Technician and 4 Mechanics (two (2) from Transportation, one (1) Parks, and one (1) from Transit) shall be off on annual vacation/lieu time at any one time.
  - ii. During the remainder of the year only up to fifteen (15) employees plus one (1) Arborist, one (1) Gardener, one (1) Turfperson/Integrated Pest Technician, one (1) Traffic Technician, one (1) Operations Technician and four (4) Mechanics (two (2) from Transportation, one (1) Parks, and one (1) from Transit) are off work at any one time as part of that group.
  - iii. Vacation/lieu time shall be given upon request unless good reason is given by the Department Director for refusal.

#### 40.10 JURISDICTION C

- a) Administrative positions within the Community Services Department will be placed in Jurisdiction A with the exception of Permanent Part Time Client Services Representatives (CSR) and Museum Services employees, who have more variable hours of work.
- b) All Facilities Management and Recreation Programs Employees shall receive an hourly shift premium of \$1.85 per hour until January 1, 2027 when it will increase to \$2.25, for all hours worked other than 8:00 a.m. to 4:30 p.m. Monday to Friday.
- c) Definitions
  - i. Facilities Management Employees include:
    - Refrigeration Operator (RO)
    - Lead Hand (Arenas)
    - Arena Maintenance
    - Facility Maintenance (current CA Maintenance Staff and Building Maintenance Person)
    - Casual
    - Facility Attendant
    - Custodian (2018-2023 Collective Agreement Maintenance/ Custodial Technician, Recreation Cleaning Staff, Custodian)

- ii. Recreation Programs Employees include:
    - Aquatic Programmers
    - Health and Wellness Instructors
  - iii. Client Services Employees includes:
    - Permanent Part Time Client Services Representatives
  - ii. Museum Services Employees includes:
    - Museum Administrative and Collections Assistant
    - Education and Marketing Coordinator
    - Exhibit Development Coordinator
    - Museum Technician
- d) Hours of Work
- i. General Provisions
    1. Permanent Employees shall be permitted to change a full shift upon giving three (3) days written notice to their immediate manager/supervisor and conditionally that no overtime will be required to be paid.
    2. A Permanent Employee may not be scheduled for a shift with less than eight (8) hours between the termination of one shift and commencement of another unless mutually agreed to by the employee and Employer.
    3. The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.
    4. Neither the schedule of hours nor the shifts of permanent employees may be changed without at least three (3) days' advance notice given to the affected employees and the Union, unless mutually agreed to by the employee and Employer.
    5. An employee unable to report for duty on a workday shall notify their immediate manager/supervisor of that fact no later than an hour in advance of the start of the workday or shift.
  - ii. Facilities Management
    1. Lead Hand (Arena) and Arena Maintenance employees (full time) shall work forty-two and one half (42 ½) hours a week, comprised of five (5) days per week, eight and one half (8 ½) hours per day, Sunday to Saturday, on a rotating shift, with a one-half (1/2) hour

paid running lunch. Lead Hand (Arena) and Arena Maintenance Staff will be given at least every fourth (4th) weekend off.

2. Refrigeration Operators shall work forty-two and one half (42 ½) hours a week, comprised of five (5) days per week, eight and one half (8 ½) hours per day, Sunday to Saturday, from 8:00 a.m. to 4:30 p.m. with one half (1/2) hour paid running lunch. Refrigeration Operators will be given at least every third (3rd) weekend off.
3. Facility Maintenance Staff (Building Maintenance and Maintenance Staff) shall work forty (40) hours five (5) days per week, eight (8) hours each day, Monday to Friday, from 8:00 a.m. to 4:30 p.m. with one-half (½) hour unpaid lunch.
4. Custodians shall work forty (40) hours per week, comprised of eight (8) hours per day from Sunday to Saturday with one-half (½) hour unpaid lunch.
5. Existing Custodian (Maintenance/Custodial Technician) shall work 35 (thirty-five) hours per week, comprised of seven (7) hours per day, Monday to Friday, with a one (1) hour unpaid lunch.
6. Existing Custodian shall work forty (40) hours per week, comprised of eight (8) hours per day, Monday to Friday, from 7:00 a.m. – 3:30 p.m. with one-half (½) hour unpaid lunch.
7. Permanent Part Time Custodians (former Recreation Cleaning Staff) and Facility Attendant shall be scheduled weekly as required, in accordance with the Community Services Department programming.

iii. Recreation Programs

1. Aquatics Programmers and Health and Wellness Instructors shall work forty (40) hours, five (5) days per week, eight (8) hours each day, Sunday to Saturday with a one (1) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks, one in each half of the shift.
2. Aquatics Programmers and Health and Wellness Instructors will be given at least every fourth (4th) weekend off. If staffing is not at full complement, the Supervisor will have the discretion of adjusting this schedule based on programming needs until full complement is achieved once again.

iv. Client Services

1. The working hours for the Permanent Part Time Client Services Representatives shall be a minimum of four (4) consecutive hours up to a maximum of thirty-five (35) hours per week between 5:30 a.m. and 11:00 p.m., seven days a week with no more than five (5) consecutive days scheduled at one time unless mutually agreed between the employee and the employer to do more. Shifts will not be scheduled for less than four (4) hours at a time.
2. Permanent Part-Time Client Services Representatives scheduled for less than four (4) consecutive hours shall be entitled to one paid fifteen (15) minute break. Employees scheduled between five (5) and six (6) consecutive hours shall be entitled to a one-half hour unpaid lunch and one paid fifteen (15) minute break. Employees scheduled more than six (6) consecutive hours shall be entitled to two paid fifteen (15) minute breaks, one in each half of their shift and one-half (½) hour unpaid lunch.

v. Museum Services

1. Museum Administrative and Collections Assistant, Marketing/ Education Coordinator, Exhibit Development Coordinator shall work thirty-five (35) hours, five (5) days per week, seven (7) hours each day, Monday to Friday, 8:30 a.m. to 4:30 p.m. with one (1) hour unpaid lunch.
2. Museum Technician shall work forty (40) hours, five (5) days per week, eight (8) hours per day, 8:00 a.m. to 4:30 p.m. with one-half (½) hour unpaid lunch. The current incumbent will be grandfathered to work a Monday to Friday schedule.
3. If new positions are introduced in Museum Services that work closely with the public (e.g., admissions, programming, outreach, special events), or current employees with this focus vacate their positions\*\*, these newly filled position(s) will be scheduled between Tuesdays and Sundays based on the Museum's programming/operating schedule. For full time employees, this involves a schedule of thirty-five (35) hours per week, five (5) days per week, seven (7) hours each day with one (1) hour unpaid lunch. For Permanent Part Time employees, this involves a minimum of four (4) consecutive hours up to a maximum of thirty-five (35) hours per week with no more than five (5) consecutive days scheduled at one time unless mutually agreed between the employee and the employer to do more.

NOTE: Current roles of this nature are the Marketing/Education Coordinator and Exhibit Development Coordinator.

4. A compressed work week, however, is optional for all existing Full Time Museum Services employees who agree to consistently work extra hours in their work day in exchange for consistently scheduled time off during the same work week. An amended schedule such as this requires mutual agreement, for a specified timeframe, between the employer and the employee. Under such a schedule, Overtime is determined weekly rather than daily.

e) Overtime

- i. Any employee, who performs work in excess of their normal full shifts shall be paid for such work at the rate of one and one-half (1-½) times their straight time rate, up to twelve (12) hours. Any continuous shift over twelve (12) hours shall be double (2) times the straight time rate.
- ii. Work performed on Saturday or on Sunday, shall be double (2) times the straight time rate.
- iii. Article 40.10 e) ii. does not apply to Facilities Management, Recreation Programs, and Client Service, and Museum Service Employees whose regular shift falls on Saturday or Sunday.
- iv. Work performed on a paid holiday shall be paid at the rate of double (2) times the straight time rate, plus the day's pay. The shift pay premium will not be permitted on these days for Facilities Management Employees, Aquatics Programmers and Health and Wellness Instructors.
- v. All overtime must be authorized by the immediate Supervisor, or their designate.
- vi. Work performed by employees on a sixth (6th) or seventh (7th) day shall be double time except for applicable Museum Services Staff, Recreation Cleaning Staff, Facility Attendants and Permanent Part Time Client Services Representatives. The employee's first scheduled day off in a pay period shall be considered their sixth (6) day, and the second day off shall be considered the seventh (7) day.

f) Standby

- i. Standby time for Refrigeration Operators, as required, shall be from 3:30 p.m. Friday to the same time the following Friday. Compensation shall be

at the rate of one (1) day's pay per week. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under Article 26, as compensation for standby. Standby crews will be called in to do emergency work only.

- ii. During standby duty, employees must remain available to promptly respond when called and be ready to proceed immediately to the facility.
- iii. In addition, payment for time worked shall be outlined in the overtime provision of this Agreement.
- iv. The Corporation will provide a cell phone to applicable employees, where required.

g) Call Back for Facilities Management Employees

- i. Overtime rates for minimum call-back times shall be determined by the day on which the call-back occurs as follows:
  - 1. Employees who are called back after their regular working hours from Monday to Friday shall be paid a minimum of two (2) hours at the rate of one and one-half (1- 1/2) times the straight time rate.
  - 2. Employees who are called back on Saturday shall be paid a minimum of two (2) hours at the rate of two (2) times the straight time rate.
  - 3. Employees who are called back on Sunday shall be paid a minimum of four (4) hours at the rate of two (2) times the straight time rate
  - 4. Employees who are called back on Paid Holidays shall be paid a minimum of four (4) hours at the rate of two (2) times the straight time rate plus the straight time.
  - 5. If the call-back continues beyond the minimum period, all time over and above the minimum shall be paid at the overtime rate applicable for the day the time is actually worked.
  - 6. Employees who are called back after their regular working hours will be permitted to return home following the completion of the emergency work for which the call-back was originated and any other emergency work requiring attention at that time, subject to the said employees attending to additional calls received within the time for which minimum payment is being made as part of the original call back. Call-backs received by employees following their

completion of emergency work, their return home and the expiration of the minimum time for which payment is being made, will be considered a separate call-back.

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

h) Agreement to Work Excess Hours

The Union hereby agrees on behalf of itself and each employee in the bargaining unit to the following:

- i. The Employees agree with the Employer to work in excess of the regular workday for employees in Jurisdiction C;
- ii. In accordance with Section 17 (2) of the Employment Standards Act (ESA), the Union gives consent for Full-Time Employees to exceed the regular hours of work per day and/or per week, subject to a maximum total of sixty (60) hours per week (and subject to the overtime provisions contained in the Collective Agreement, including determining if overtime is mandatory or voluntary);
- iii. The regular hours of work for part-time, seasonal, and casual employees, and the circumstances whereby those hours may be exceeded, remain governed by the terms of the Collective Agreement.

This agreement is made in accordance with the applicable provisions of the Employment Standards Act.

i) Equitable Division of Overtime and Call Back

Overtime and call-back time shall be divided as equitably as possible among employees who are engaged in similar types of work and who are qualified to perform the work that is available. The officers of the Union shall be provided with the record of each department's overtime distribution upon request and at the labour management meetings.

j) Breaks

- i. All employees, unless otherwise noted, shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift. The provisions of this paragraph shall also apply to employees working overtime in excess of two (2) hours.
- ii. Employees shall be allowed to leave their job site an adequate amount of time before the lunch period and before quitting time to return to their home

base of operation. Employees shall be allowed fifteen (15) minutes before the lunch period and before quitting time for personal cleanup purposes.

k) Permanent Seniority Listed Employee Temporary Transfers

It is mutually agreed that employees may be transferred from time to time to other operations within the department, and, should this be done, no other persons shall perform the work of said employees during the period that they are transferred unless in the event of a declared emergency.

l) Annual Vacation and Time off in Lieu

- i. Lead Hand (Arenas) and Arena Maintenance Staff shall be entitled to take their annual vacation/lieu time at any time during the current calendar year, providing that not more than the following numbers of staff are on vacation at the same time: four (4) Lead Hands/Arena Maintenance employees (and not more than two (2) from the same shift), one (1) Refrigeration Operator and one (1) Facility Maintenance Staff.
- ii. During the period from the last full week in June to Labour Day Weekend in September, employee's vacation/lieu time will not be scheduled the Saturdays and Sundays before and after their vacation/lieu time if the request is for the entire week. An employee will not be scheduled for a Friday evening shift before their vacation/lieu time starts unless necessary.
- iii. Museum Services and Recreation Programs employees shall be entitled to take their annual vacation/lieu time at any time during the calendar year, provided that not more than one (1) employee in each area is off on annual vacation at the same time.
- iv. Vacation shall be given upon request unless good reason is given by the Department Director for refusal.

m) Overtime Protocol – Arenas

- i. Management has the right to manage its affairs and direct its employees and shall determine if and when overtime is required. Overtime and call back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. Management has the right to cancel overtime call-outs or shifts if overtime can be avoided. For the purpose of this protocol lead hands, arena maintenance and maintenance staff will be considered to be in a similar type of operation.
- ii. The following procedures will be followed in the Facilities Operations (Arenas) to achieve these objectives:

1. Call outs start at the employee immediately after the employee who last accepted overtime or call out. This point is to be indicated.
2. The process for an overtime or call back is to work from the starting point down to the bottom of the list and continue back up at the top and continues down to the starting point until someone accepts.
3. Indicate the date, location and time start of the shift or call-out being offered on the top box of the vertical column.
4. If any staff member is not eligible for the first round because they are on leave (annual, time off in lieu day, bereavement, approved leave of absence or leave without pay) then that individual would be skipped over on a first time through call out. It would be marked on the overtime call out sheets as "NE" (not eligible).
5. Any employee who refuses the call-out or overtime is shown as refused "R".
6. When calling an employee and there is no answer indicate "NA" and record the time of the call.
7. If there is no answer but there is an answering machine then the employee is advised that they were being called for overtime and since there was no answer then the supervisor will move on to the next employee on the call out list. Indicate "Left Message" and mark the time on call out sheet. If the employee contacts the Supervisor before another employee accepts the call out, they shall receive the call out.
8. Any employee who accepts is shown as "ACC".
9. The number of staff for a set-up or tear-down will be determined by management.
10. All arena maintenance shifts on paid holidays will be overtime and be awarded as per the call out list.
11. A shift extension of two hours or less will not be considered a call out.
12. A copy of the updated call out list will be distributed to the facilities the next working day.

- iii. The maintenance person will receive overtime at the arena maintenance rate if they are performing arena maintenance duties not in their normal work.
- iv. If an employee becomes sick during a shift and the number of hours required to finish the shift is less than four hours then it will be offered as overtime if necessary to fill the shift.
- v. In the event of overtime management will review tasks and determine the requirement for and the number of employees.
- vi. Sickness:
  - a) If an employee is sick for less than three days they are not eligible for overtime for a period of eight hours after the completion of their regularly scheduled shift as adjusted.
  - b) If an employee is sick for a period of time longer than three working days or where a medical certificate is required the employee is not eligible until the eligible return to work date.
- vii. Second Round Call Outs:

Employees on annual vacation/approved leave of absence, bereavement, or time off in lieu are not eligible the first time through the call out list. The second time would resume at the same point where the first round started going immediately to the first employee on leave and continues to any other employee on leave until someone accepts or these employees are exhausted.
- viii. Completion of Second Round Call Outs:
  - 1. Facility Maintenance Staff and Refrigeration Operators shall be the first employees offered overtime.
  - 2. If the Facility Maintenance Staff and Refrigeration Operators do not accept, then all employees on the seniority list would be offered the overtime again starting from the original point of the call.
  - 3. Part time employees may be offered overtime for arena maintenance work.
  - 4. In the event that the call out is accepted after 2nd round, the call out order shall not change from the original start point of the first round.

5. The specific nature of the work will be explained to each employee during this round. If no employee accepts then management may designate anyone available to perform and carry out the required work.
6. Minimum overtime call outs will be as per Article 40.11 e) and g).

n) Overtime Protocol – Aquatics

- i. Management has the right to manage its affairs and direct its employees and shall determine if and when overtime is required. Overtime and call back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. Management has the right to cancel overtime call-outs or shifts if overtime can be avoided.
- ii. The following procedures will be followed in the Aquatics to achieve these objectives:
  1. Call outs start at the employee immediately after the employee who last accepted overtime or call out. This point is to be indicated.
  2. The process for an overtime or call back is to work from the starting point down to the bottom of the list and continue back up at the top and continues down to the starting point until someone accepts.
  3. Indicate the date, location and time start of the shift or call-out being offered on the top box of the vertical column.
  4. If any staff member is not eligible for the first round because they are on leave (annual, time off in lieu, lieu day, bereavement, approved leave of absence or leave without pay) then that individual would be skipped over on a first time through call out. It would be marked on the overtime call out sheets as "NE" (not eligible).
  5. Any employee who refuses the call-out or overtime is shown as refused "R".
  6. When calling an employee and there is no answer indicate "NA" and record the time of the call.
  7. If there is no answer but there is an answering machine then the

employee is advised that they were being called for overtime and since there was no answer then the supervisor will move on to the next employee on the call out list. Indicate "Left Message" and mark the time on call out sheet. If the employee contacts the Supervisor before another employee accepts the call out, they shall receive the call out.

8. Any employee who accepts is shown as "ACC".
  9. A shift extension of two hours or less will not be considered a call out.
  10. A copy of the updated call out list will be distributed to the facilities the next working day.
  11. If an employee becomes sick during a shift and the number of hours required to finish the shift is less than four hours then it will be offered as overtime if necessary to fill the shift.
  12. In the event of overtime, management will review tasks and determine the requirement for and the number of employees.
- i. Vacation-Time off in Lieu/Lieu Days/Leave Without Pay
    - a) If a statutory holiday falls within an employee's vacation period they are eligible for overtime on the first time through the seniority list.
    - b) If an employee is on annual vacation, bereavement, leave without pay, accumulated time or lieu day then they are not eligible for overtime for that day only on the first time call out.
- ii. Sickness
    - a) If an employee is sick for less than three (3) days they are not eligible for overtime for a period of eight (8) hours after the completion of their regularly scheduled shift as adjusted.
    - b) If an employee is sick for a period of time longer than three (3) working days or where a medical certificate is required the employee is not eligible until the eligible return to work date.
- iii. 2nd Round of Call Outs  
Employees on annual vacation/approved leave of absence, bereavement lieu, or accumulated leave are not eligible the first time through the call out list. The second time would resume at the same point where the first round started going immediately to the first employee on leave and continues to

any other employee on leave until someone accepts or these employees are exhausted.

iv. Completion of 2nd Round of Overtime Calls

1. Part-Time employees may be offered overtime for Aquatics.
2. If no employee accepts then management may designate anyone available to perform and carry out the required work.

40.11 JURISDICTION D

- a) The hours of work for Jurisdiction D working in Distribution, Wastewater Collection, or Lab Operations shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive. Normally the hours of work shall be 8:00 a.m. to 4:30 p.m. with an unpaid one-half (1/2) hour lunch and two (2) running paid fifteen (15) minute breaks, one in each half of the shift. Starting times can be varied by up to one (1) hour to meet the operational grouping needs with **three (3)** days' notice given to the employee and the union.
- b) The hours of work for Jurisdiction D employees working in the Water Treatment Plant shall be based on the shift schedule posted at the facility that will be posted a minimum of six (6) months in advance. Shifts will consist of eight (8) continuous hours, averaging 40 hours per week, with a one-half (1/2) hour paid lunch and two (2) running paid fifteen (15) minute breaks, one in each half of the shift.
- c) The Corporation, where feasible, will provide the opportunity for staff to participate in a compressed work schedule, from April 15th until the last day of the pay period in which the following September 30th falls, the hours of work for Jurisdiction D shall be 7:00 a.m. to 4:30 p.m. Monday to Thursday with one-half (1/2) hour unpaid lunch and 7:00 a.m. to 11:00 a.m. on Fridays. Starting times can be varied by up to one (1) hour to meet the operational needs with 3 days' notice given to the employee and the union.
- d) Rotating Shift Operators from the Water Treatment Plant are excluded from compressed work schedule eligibility due to the nature of the work. Shift operations are twenty-four (24) hours a day seven (7) days a week.

For all hours outside of normal working days represented by 8:00 a.m. to 4:00 p.m. Monday to Friday they shall receive a shift premium of \$1.85 per hour until January 1, 2027, when it will increase to \$2.25.

- e) Jurisdiction D employees shall be paid 1/7th of a day for each day that they are assigned to be on call. Jurisdiction D employees shall also receive one (1) day off in lieu for being on call on any of the paid holidays listed in Article 26 which will go

into their Stat Lieu Bank.

- f) Jurisdiction D employees shall be paid at the employee's regular rate increased by ten percent (10%) or the equivalent of the weekly on-call responsibility pay, whichever is greater for being the Overall Responsible Operator (ORO) for each operational group.
- g) It is understood that to operate as the ORO, the Operator must be licensed to the level of the facility or one level lower. The assignment of the ORO will be by mutual consent. In the event that no one agrees to be an ORO, one shall be assigned by management. The ORO schedule will be part of the plant shift schedule.
- h) In the event of an operator being scheduled to work as ORO, and/or acting as both ORO and On-call, on any paid holidays listed in Article 26 the statutory time in lieu will only be recognized for one of the reasons.
- i) All work performed by employees beyond the scheduled work week as determined by Article 40.11 a) and b) shall be considered overtime. All overtime must be approved in advance by an employee's supervisor. Overtime shall be paid at the rate of double (2x) the employee's regular hourly rate for the first two and a half (2 ½) hours before or after a regularly scheduled shift and all time beyond that is to be paid at double (2x) the employee's regular hourly rate.
- j) Employees who are called out to work in an emergency situation outside regular working hours, shall be paid a minimum of two (2) hours at double (2x) the employee's regular hourly rate. Any call back received during the call back period of four (4) hours shall not be considered a new call.
- k) Employees in Jurisdiction D acting as the "On-Call" after hours are authorized to utilize a City vehicle for the purposes of City business only in accordance with the City's vehicle use policy.
- l) The Occasional Foreman's or Supervisor's rate shall be the employee's regular rate increased by eight percent (8%).
- m) Vacation Scheduling: As far as practicable, while considering the efficient operation of the Corporation, vacations will be granted at the times most desired by the employees.

#### **ARTICLE 41 – CONTRACTING OUT AND TECHNOLOGICAL CHANGES**

##### **41.01 Jurisdiction A:**

- a) The Corporation undertakes to give every employee in the bargaining unit as steady employment as the nature of the work permits. This undertaking shall not,

however, be construed as a guarantee by the Corporation to give steady employment to employees.

- b) In order to provide security for the members of the bargaining unit, no Permanent Seniority-Listed employees shall be dismissed by the employer because of mechanization, technological changes or contracting out.

41.02 Jurisdictions B, C, and D:

- a) Three months before the introduction of any technological or other changes, or new methods of operation, or contracting out which affect the rights of employees, conditions of employment, wage rates or workloads, the employer shall notify the Union of proposed change. Any such changes shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. Notwithstanding the above if parties are unable to reach an agreement a mutually agreed to mediator shall be appointed to resolve the issue.
- b) No regular employee, except Part Time Facilities Management Employees, shall be dismissed by the employer because of mechanization, technological, or contracting out, or other changes.

**APPENDIX A – JURISDICTION A WAGE GRID**

a) 2024

Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	No Positions	\$18.59	\$19.13	\$19.84	\$20.38	\$20.93	\$21.79
2	File Scanning Assistant	\$23.18	\$23.87	\$24.76	\$25.45	\$26.10	\$27.13
3	Office Clerk Secretary/Bookkeeper	\$25.42	\$26.09	\$27.04	\$27.73	\$28.41	\$29.45
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting and Customer Service Clerk Accounts Payable/Receivable Representative	\$27.37	\$28.05	\$28.98	\$29.69	\$30.36	\$31.48
5	Administrative Assistant Building Maintenance/Custodial Technician* Client Service Representative Client Service Representative (PPT)* Customer Collections Representative Customer Service Clerk Locates/Records Administrator Museum Administrative & Collections Payroll/Accounts Representative Planning Technician Property Tax Coordinator Purchasing Administrative Assistant Revenue/Customer Service Representative Records Management Representative Senior Billing Clerk Senior Collections Clerk	\$29.30	\$29.97	\$30.98	\$31.65	\$32.33	\$33.49
6	Asset Management Analyst Assistant Tax Collector Accounting Analyst Administrative Assistant – Building Development and Tourism Assistant GIS Technician Information Systems Assistant Licensing Officer Parking Services Coordinator Payroll Clerk Permit Clerk Planning Technician I Survey Party Chief Sustainability Coordinator Taxation Analyst Technical Services Coordinator	\$31.21	\$31.92	\$32.91	\$33.60	\$34.29	\$35.46
7	Engineering Design Technologist Exhibit Development Coordinator Marketing/Education Coordinator Operations Technician Property Management Assistant	\$33.18	\$33.82	\$34.86	\$35.54	\$36.25	\$37.43
8	Building Inspector I Bylaw Enforcement Officer Engineering Technologist Financial Analyst GIS Coordinator Policy Planner Traffic Technician*	\$35.17	\$35.81	\$36.80	\$37.50	\$38.22	\$39.42
9	Building Inspector II	\$36.82	\$37.53	\$38.61	\$39.30	\$40.05	\$41.32
10	Senior Building Inspector	\$38.61	\$39.31	\$40.45	\$41.20	\$41.98	\$43.31

\*Positions that are within a different jurisdiction

b) 2025

Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1	No Positions	\$19.62	\$20.75	\$21.43	\$21.99	\$22.55
2	File Scanning Assistant	\$24.43	\$25.83	\$26.68	\$27.38	\$28.08
3	Office Clerk Secretary/Bookkeeper	\$26.52	\$28.04	\$28.96	\$29.72	\$30.48
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting and Customer Service Clerk Accounts Payable/Receivable Representative	\$28.35	\$29.98	\$30.95	\$31.77	\$32.58
5	Administrative Assistant Building Maintenance/Custodial Technician* Client Service Representative Client Service Representative (PPT)* Customer Collections Representative Customer Service Clerk Locates/Records Administrator Museum Administrative & Collections Payroll/Accounts Representative Planning Technician Property Tax Coordinator Purchasing Administrative Assistant Revenue/Customer Service Representative Records Management Representative Senior Billing Clerk Senior Collections Clerk	\$30.15	\$31.88	\$32.92	\$33.79	\$34.65
6	Asset Management Analyst Assistant Tax Collector Accounting Analyst Administrative Assistant – Building Development and Tourism Assistant GIS Technician Information Systems Assistant Licensing Officer Parking Services Coordinator Payroll Clerk Permit Clerk Planning Technician I Survey Party Chief Sustainability Coordinator Taxation Analyst Technical Services Coordinator	\$31.93	\$33.77	\$34.87	\$35.78	\$36.70
7	Engineering Design Technologist Exhibit Development Coordinator Marketing/Education Coordinator Operations Technician Property Management Assistant	\$33.70	\$35.64	\$36.80	\$37.77	\$38.74
8	Building Inspector I Bylaw Enforcement Officer Engineering Technologist Financial Analyst GIS Coordinator Information Systems Coordinator Policy Planner Traffic Technician*	\$35.50	\$37.54	\$38.76	\$39.78	\$40.80
9	Building Inspector II	\$37.21	\$39.35	\$40.63	\$41.70	\$42.77
10	Senior Building Inspector	\$39.00	\$41.24	\$42.59	\$43.71	\$44.83

\*Positions that are within a different jurisdiction

c) 2026

Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1	No Positions	\$20.21	\$21.37	\$22.07	\$22.65	\$23.23
2	File Scanning Assistant	\$25.16	\$26.61	\$27.48	\$28.20	\$28.92
3	Office Clerk Secretary/Bookkeeper	\$27.31	\$28.88	\$29.83	\$30.61	\$31.40
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting and Customer Service Clerk Accounts Payable/Receivable Representative	\$29.20	30.87	\$31.88	\$32.72	\$33.56
5	Administrative Assistant Building Maintenance/Custodial Technician* Client Service Representative Client Service Representative (PPT)* Customer Collections Representative Customer Service Clerk Locates/Records Administrator Museum Administrative & Collections Payroll/Accounts Representative Planning Technician Property Tax Coordinator Purchasing Administrative Assistant Revenue/Customer Service Representative Records Management Representative Senior Billing Clerk Senior Collections Clerk	\$31.05	\$32.84	\$33.91	\$34.80	\$35.69
6	Asset Management Analyst Assistant Tax Collector Accounting Analyst Administrative Assistant – Building Development and Tourism Assistant GIS Technician Information Systems Assistant Licensing Officer Parking Services Coordinator Payroll Clerk Permit Clerk Planning Technician I Survey Party Chief Sustainability Coordinator Taxation Analyst Technical Services Coordinator	\$32.89	\$34.78	\$35.91	\$36.86	\$37.80
7	Engineering Design Technologist Exhibit Development Coordinator Marketing/Education Coordinator Operations Technician Property Management Assistant	\$34.72	\$36.71	\$37.91	\$38.91	\$39.90
8	Building Inspector I Bylaw Enforcement Officer Engineering Technologist Financial Analyst GIS Coordinator Policy Planner Traffic Technician*	\$36.56	\$38.66	\$39.92	\$40.97	\$42.02
9	Building Inspector II	\$38.32	\$40.53	\$41.85	\$42.95	\$44.05
10	Senior Building Inspector	\$40.17	\$42.48	\$43.86	\$45.02	\$46.17

\*Positions that are within a different jurisdiction

d) 2027

Grade	Title	Step 1	Step 2	Step 3	Step 4
1	No Positions	\$21.53	\$22.73	\$23.33	\$23.93
2	File Scanning Assistant	\$26.81	\$28.30	\$29.05	\$29.79
3	Office Clerk Secretary/Bookkeeper	\$29.10	\$30.72	\$31.53	\$32.34
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting and Customer Service Clerk Accounts Payable/Receivable Representative	\$31.11	\$32.84	\$33.70	\$34.57
5	Administrative Assistant Building Maintenance/Custodial Technician* Client Service Representative Client Service Representative (PPT)* Customer Collections Representative Customer Service Clerk Locates/Records Administrator Museum Administrative & Collections Payroll/Accounts Representative Planning Technician Property Tax Coordinator Purchasing Administrative Assistant Revenue/Customer Service Representative Records Management Representative Senior Billing Clerk Senior Collections Clerk	\$33.09	\$34.92	\$35.84	\$36.76
6	Asset Management Analyst Assistant Tax Collector Accounting Analyst Administrative Assistant – Building Development and Tourism Assistant GIS Technician Information Systems Assistant Licensing Officer Parking Services Coordinator Payroll Clerk Permit Clerk Planning Technician I Survey Party Chief Sustainability Coordinator Taxation Analyst Technical Services Coordinator	\$35.04	\$36.99	\$37.96	\$38.94
7	Engineering Design Technologist Exhibit Development Coordinator Marketing/Education Coordinator Operations Technician Property Management Assistant	\$36.99	\$39.04	\$40.07	\$41.10
8	Building Inspector I Bylaw Enforcement Officer Engineering Technologist Financial Analyst GIS Coordinator Policy Planner Traffic Technician*	\$38.96	\$41.12	\$42.20	\$43.28
9	Building Inspector II	\$40.83	\$43.10	\$44.24	\$45.37
10	Senior Building Inspector	\$42.80	\$45.18	\$46.37	\$47.56

\* Positions that are within a different jurisdiction

**APPENDIX B - JURISDICTION B WAGE GRID**

Classification	Position	2024	2025	2026	2027
Casual		\$23.59	\$24.42	\$25.15	\$25.91
General Operator	Articulated Tractor Operator Bobcat Operator Bombardier Operator Compressor Machine Operator Concrete Saw Operator Flusher Operator Hydraulic Sewer Machine Helper Lawn Mower Operator (self-propelled) Light Equipment Maintenance Operator Paint Machine Operator Roller Operator (self-propelled) Sander Operator Sewer Truck Driver Steamer Operator Tractor Operator Truck Driver Vac All Operator Waste Site Operator Wing Operator	\$29.21	\$30.23	\$31.14	\$32.08
Skilled Operator	Arbourist Asphalt Sub-Foreman Chainsaw Operator Checker* Form Setter Gardener Grader Operator Hydraulic Bucket Truck Operator Hydraulic Sewer Machine Operator Inventory Control Clerk Irrigation Person Large Mower Operator (8-feet) Lead Hand Loader Backhoe Operator Loader Operator Loader-Backhoe Operator Parks Equipment Operator Parks and Playground Technician* Patrol Person Pipe Layer* Pumping Station Operator Sewer Machine Operator Sub-Foreman Sweeper Operator Traffic Maintenance Person Tree Person Tree Sub-Foreman Turfperson/Integrated Pest Technician*	\$30.20	\$31.26	\$32.19	\$33.16
Licensed Mechanic		\$36.80	\$38.09	\$39.23	\$40.41
Foreman Mechanic		\$38.33	\$39.67	\$40.86	\$42.08

\*Certified

**APPENDIX C - JURISDICTION C WAGE GRID**

<b>Position</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Facility Attendants	\$17.38	\$17.99	\$18.53	\$19.08
Program Employees	\$17.38	\$17.99	\$18.53	\$19.08
Custodian (former Recreation Cleaning Staff)	\$17.74	\$18.36	\$18.91	\$19.47
Casual Labourer	\$23.59	\$24.42	\$25.15	\$25.91
Health and Wellness Instructors	\$23.59	\$24.42	\$25.15	\$25.91
Custodian	\$25.76	\$26.66	\$27.46	\$28.29
Aquatics Programmers	\$27.15	\$28.10	\$28.95	\$29.82
Maintenance Staff	\$27.15	\$28.10	\$28.95	\$29.82
Arena Maintenance Person	\$27.91	\$28.89	\$29.75	\$30.65
No Positions	\$28.43	\$29.43	\$30.31	\$31.22
No Positions	\$28.54	\$29.54	\$30.42	\$31.34
No Positions	\$28.92	\$29.93	\$30.83	\$31.75
Lead Hand	\$29.32	\$30.34	\$31.25	\$32.19
Building Maintenance	\$30.20	\$31.26	\$32.19	\$33.16
Museum Technician/Custodian	\$30.20	\$31.26	\$32.19	\$33.16
Refrigeration Operators*	\$36.79	\$38.08	\$39.22	\$40.40

\*Certified

**APPENDIX D - JURISDICTION D WAGE GRID**

<b>Position</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Casual	\$23.59	\$24.42	\$25.15	\$25.91
Operator OIT	\$27.86	\$28.83	\$29.70	\$30.59
Operator Level 1	\$31.05	\$32.14	\$33.10	\$34.09
Operator Level 2	\$34.70	\$35.92	\$36.99	\$38.10
Operator Level 3	\$36.60	\$37.88	\$39.02	\$40.19
Operator Level 4	\$38.13	\$39.46	\$40.64	\$41.86
Specialized Operator OIT	\$29.24	\$30.27	\$31.17	\$32.11
Specialized Operator Level 1	\$32.58	\$33.72	\$34.73	\$35.78
Specialized Operator Level 2	\$36.45	\$37.72	\$38.85	\$40.02
Specialized Operator Level 3	\$38.43	\$39.78	\$40.97	\$42.20
Specialized Operator Level 4	\$40.03	\$41.43	\$42.67	\$43.95

Operator (Water Treatment Plant, Water Distribution, and Wastewater)

Specialized Operator (Lab Operator, Inspector, Locator)



**LETTER OF UNDERSTANDING #1**

Between  
The Corporation of the City of Belleville  
and  
CUPE 907


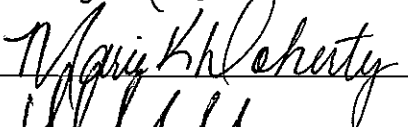

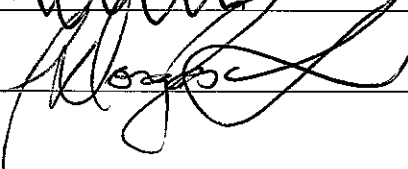
**CONTRACTING OUT PAINTING**

It is mutually agreed to implement as follows:

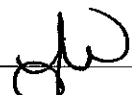


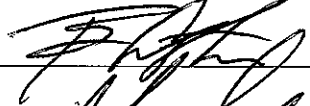


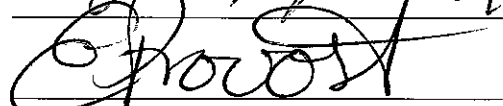
The Corporation of the City of Belleville may contract out the painting of lines on municipal roadways.

Dated at Belleville, Ontario this 6th day of March, 2025.

Signed on behalf of the Corporation of  
The City of Belleville

  
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Signed on behalf of CUPE Local 907

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**LETTER OF UNDERSTANDING #2**

Between  
The Corporation of the City of Belleville  
and  
CUPE 907

**QUINTE TENNIS CLUB**

The Union agrees with the request to allow the Tennis Club personnel to operate the tennis club and grounds from May 1st to October 31st each year, subject to no interference or adverse effect to any union position (permanent, part-time, casual, etc.).

The Parties agree that the Tennis Club personnel are limited to maintaining courts, grass cutting, raking and bundling leaves and cleaning the building. Further, it is agreed that Local 907 members will continue picking up and disposing of bundled leaves, pruning and cutting trees, repairs to and winterizing of the Club building and maintaining grass cutting equipment.

This letter will remain in effect unless the Corporation is advised otherwise by CUPE and it's Local 907 in writing by October 1st of any year or unless any Permanent Employee is on layoff in which case any work being done by Tennis Club Personnel shall revert to the bargaining unit.

Dated at Belleville, Ontario this 6th day of March, 2025.

Signed on behalf of the Corporation of  
The City of Belleville

Signed on behalf of CUPE Local 907

*Maria K. O'Leary*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*Mare Gould*  
*[Signature]*  
*[Signature]*  
*Krista Keller*  
*[Signature]*



**LETTER OF UNDERSTANDING #3**

Between  
The Corporation of the City of Belleville  
and  
CUPE 907

**CUSTODIANS (FORMER RECREATION CLEANING STAFF)**

Recreation Cleaning Staff working less than forty (40) hours per week shall have their benefits from Articles 28 and 30 pro-rated as per Article 30.11 on a 100% benefit paid basis for Life Insurance, AD & D, and LTD and on a pro-rated premium paid basis for Semi-private, Extended Health Care and Dental Plan coverages.

Dated at Belleville, Ontario this 6th day of March, 2025.

Signed on behalf of the Corporation of  
The City of Belleville

Signed on behalf of CUPE Local 907

*Marie K. Docherty*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*Krista Kellon*  
*Mac Gault*  
*[Signature]*  
*[Signature]*  
*[Signature]*



**LETTER OF UNDERSTANDING #4**

Between  
The Corporation of the City of Belleville  
and  
CUPE 907

**SUMMER HOURS AND COMPRESSED WORK WEEK PILOT**

It is mutually agreed that the City and CUPE will work together to create and trial a pilot program with the purpose of assessing the viability of Summer Hours for eligible employees in Jurisdiction "A", Jurisdiction "B", and Jurisdiction "D" (Environmental Services) for the period from June 1st until September 30th. Compressed work week will be piloted by the same groups from September 1st until May 30th. This Pilot Program for summer hours and compressed hours will be in effect for eligible employees in Jurisdiction "A" (Administrative employees), "B" (Transportation and Operations Services), and Jurisdiction "D" (Environmental Services).

Dated at Belleville, Ontario this 6th day of March, 2025.

Signed on behalf of the Corporation of  
The City of Belleville

Signed on behalf of CUPE Local 907

*Maria K. O'Herby*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*Krista Kooler*  
*Mare Gault*  
*[Signature]*  
*[Signature]*  
*[Signature]*



**LETTER OF UNDERSTANDING #5**

Between  
The Corporation of the City of Belleville  
and  
CUPE 907

**REVISION OF COLLECTIVE AGREEMENT**

The parties agree that the CUPE Local 907 Collective Agreement will undergo a significant revision to ensure it is clear, consistent, and easily referenceable. These revisions are agreed to be concluded and implemented on or before December 31, 2025.

Dated at Belleville, Ontario this 6th day of March, 2025.

Signed on behalf of the Corporation of  
The City of Belleville

Signed on behalf of CUPE Local 907

*[Handwritten signatures for the Corporation of the City of Belleville]*

*[Handwritten signatures for CUPE Local 907]*



**LETTER OF UNDERSTANDING #5**

Between  
The Corporation of the City of Belleville  
and  
CUPE 907

**COMBINING INSIDE AND OUTSIDE EMPLOYEES**

It is mutually agreed that the City and CUPE will amend the Collective Agreement with a consolidation of language from Appendix "A" and Appendix "B". Salary Schedules remain the same except for Schedule B1 and B3, which will be consolidated and Schedule B2 which will be condensed. The purpose of this consolidation is to create a more equitable, cohesive, and clear Collective Agreement which recognizes all employees. Employee groups are moved into Jurisdictions namely: Jurisdiction "A" (Administrative employees), Jurisdiction "B" (Transportation and Operations Services), Jurisdiction "C" (Community Services) and Jurisdiction "D" (Environmental Services).

Dated at Belleville, Ontario this 6th day of March, 2025.

Signed on behalf of the Corporation of  
The City of Belleville

Signed on behalf of CUPE Local 907

*Margie K. O'Herly*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*Krista Kallous*  
*Marc Boublet*  
*[Signature]*  
*[Signature]*  
*[Signature]*



## **LETTER OF UNDERSTANDING #6**

Between  
The Corporation of the City of Belleville  
and  
CUPE 907

### **JOB EVALUATION**

The parties agree that all CUPE positions (Inside and Outside) should be evaluated under a common Pay Equity/Job Evaluation Plan to ensure consistent and appropriate pay treatment for all CUPE members; and that the City agrees to adopt the CUPE Gender-Neutral Tool, to be developed and implemented to evaluate all CUPE positions in the City and recommend an appropriate pay rate system before December 31, 2025.

The Parties further agree that the following terms will apply:

- a) As a general principle, compensation shall be maintained as negotiated in Collective Bargaining. Rates of pay for individual positions may increase or decrease in accordance with the new Plan, but the total compensation across the CUPE Bargaining Group shall be maintained;
- b) The configuration of current pay rates will be maintained as per the CUPE Collective Agreement (i.e. where applicable: a progressive wage grid by years of service, pay linked to job qualifications, single job rates, probationary rates, etc. for the various job groups as per the current Collective Agreement);
- c) It is agreed that no incumbent employees at implementation shall be paid at a lesser rate due to a re-evaluation of their position. Such positions shall be dealt with through an agreed Terms of Reference;
- d) Increases and decreases to the job rates of pay for each position shall be effective when the new Plan is implemented. The implementation shall be negotiated by CUPE and the City.
- e) The parties agree to utilize the Terms of Reference developed in September 2018 (subject to housekeeping amendments) for the Job Evaluation review, implementation, and maintenance.

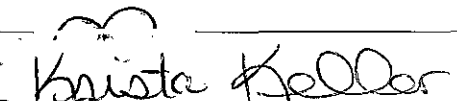
Dated at Belleville, Ontario this 6th day of March, 2025.

Signed on behalf of the Corporation of  
The City of Belleville



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Signed on behalf of CUPE Local 907



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Myrtle  
Rogers

Ed  
E. H.  
Max Gould  
Philip  
Goldman  
Edmond



**LETTER OF UNDERSTANDING #7**

Between  
The Corporation of the City of Belleville  
and  
CUPE 907

**EVALUATION OF THE EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The parties agree that they will conduct a review of the City's current EAP provider (Quinte Counselling Services Inc.) by working together through establishing a joint review committee to determine objectives, gather feedback, evaluate, and make recommendations based on the analysis. This review is agreed to commence no later than December 31, 2025.

Dated at Belleville, Ontario this 6th day of March, 2025.

Signed on behalf of the Corporation of  
The City of Belleville

Signed on behalf of CUPE Local 907

*Marcus Doherty*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*Krista KeOler*  
*[Signature]*  
*Mark Ouellet*  
*[Signature]*  
*[Signature]*  
*[Signature]*