

# Collective Agreement

between:



**MISSISSAUGA**

**The Corporation of the City of Mississauga**

(herein referred to as the "Employer")

-and-

***CUPE***

**Canadian Union of Public Employees Local 66**

(herein referred to as the "Local")

**Term: April 1, 2023 - March 31, 2027**

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## **ARTICLE 1 - GENERAL PURPOSE**

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

## **ARTICLE 2 - RECOGNITION**

- 2.01 The City recognizes the Union as the sole collective bargaining agent for all employees of its Engineering and Works Division, save and except Section Heads and Foreperson, persons above the rank of Section Head and Foreperson, office staff, and students hired for the school vacation periods.
- 2.02 Wherever the male pronoun is used in the Agreement, it shall be deemed to include the female pronoun.

## **ARTICLE 3 - RELATIONSHIP**

- 3.01 Neither the City or its agents nor the Union shall discriminate against employees.
- 3.02 No individual employee or group of employees shall undertake to represent the Union at meetings with the City without proper authorization of the Union. In order that this may be carried out, the Union will supply the City with the names of employees who are stewards or other officers of the Union. Similarly, the City shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 3.03 There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings relating to Union business, without the consent of the City or except as hereinafter provided.
- 3.04 During the term of this Agreement, representatives of the City will meet every other month or more frequently if necessary by mutual agreement with the Union Committee to discuss any matters that may arise which are of interest or concern to either party. Each party shall notify the other party of the proposed agenda as far in advance of the meeting as possible, but not later than five (5) business days before the scheduled meeting and include the names of all attendees. Such meetings will be in addition to any meetings which are convened to discuss grievances. Attendance in Labour Management Committee Meetings shall be considered time worked. Additional representatives may attend upon mutual agreement.
- 3.05 The Union and the Corporation agree to adhere to the City's Corporate Policy on Respectful Workplace. It is understood that this policy does not replace the employee's

right to grieve under Article 8 and that an employee may submit a grievance if such employee believes they have been harassed as defined in the Policy.

- 3.06 Upon prior permission from the Supervisor, which permission will not be unreasonably withheld, union officers shall have the right to answer questions and/or discuss work related issues with union members or supervisors in order to resolve issues expeditiously.
- 3.07 The Union shall have the right to meet with all new employees on their initial hire in the bargaining unit, at a mutually agreeable time, for a period of thirty (30) minutes during working hours, in a private area, during their first month of employment in order to orient them as to their collective agreement's rights and obligations.
- 3.08 The City and Union agree that there shall be no discrimination exercised or practiced with respect to any employee concerning any of the provisions of the collective agreement including hiring, discipline and discharge procedures; transfer, lay off and recall provisions; training opportunities, and team work by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family membership, place of residence, handicap, nor by reason of their membership or activity in the Union or any other reason.

#### **ARTICLE 4 - RESERVATION OF CITY RIGHTS**

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

#### **ARTICLE 5 - UNION REPRESENTATION**

- 5.01 The Union shall have the right to appoint or otherwise select a committee of not more than four (4) employees to represent the Union in meetings with the City concerning the negotiation or administration of this Agreement. The City will recognize the President of the Local Union, or their designated representative as a member of the Union Committee provided, however, that the total number of the committee shall not exceed five (5) employees.
- 5.02 The union shall further have the right to select a total of not more than ten (10) stewards including the Lead Steward, two (2) from Technical Services, four (4) from the Works Operations Section, one (1) from Fleet Services, one (1) from Works Maintenance, and

one (1) from the Traffic Section. There shall also be a minimum of one (1) steward for any new yard where employees under the terms of this agreement regularly work.

- 5.03 The above sections of this Article shall not be interpreted so as to prevent an employee who is a steward from acting on the Union Committee.
- 5.04 An employee shall not be eligible to act as a member of the Union Committee, or as a steward, until after they have completed their probationary period of employment.
- 5.05 (a) The Union acknowledges that stewards, members of the Union Committee and such other Union officers that may be chosen from among the employees, have regular duties to perform as employees of the City, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the Union without first obtaining the permission of their immediate Supervisor. Such permission will not be unreasonably withheld. On resuming their regular duties, such employees will report to their Supervisor and will, if requested, give any reasonable explanation for time spent away from work.
- (b) In consideration of stewards, members of the Union Committee and other Union officers who are employees, complying with the terms of (a) above, the City will pay such employees for time spent in handling grievances of employees or attending other meetings with representatives of the City during their regular hours of work.
- 5.06 The Corporation will recognize the National Representative at all meetings held with the Union should the Local Union choose to have them attend.
- 5.07 If the President of Local 66 or their designate is from a bargaining unit other than this one, the Union shall reimburse the Corporation for the time spent by the Local 66 President or their designate when representing members in meetings with management. If the Corporation requested such representation, such meeting will be considered time worked and paid by the Corporation. In all cases, leave for the President or designate to attend such meetings must be approved by their Director or designate, and such leave will not count towards Union Leave time described in Article 14.02.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 During the term of this Agreement, the Union will not cause or direct, nor will the employees conduct any strike, slowdown or other collective action against the City which will stop or interfere with work. The City will not cause or direct any lockout of its employees.
- 6.02 The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in The Labour Relations Act, R.S.O., as amended.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

- 7.01 The City will deduct the regular monthly union dues from the pay issued to employees. Such deduction will be made once each pay period and amounts so deducted will, within ten (10) working days, be forwarded to CUPE National and/or designate.
- 7.02 Every employee covered by this Agreement who is, or becomes a member of the Union, shall remain a member during the term of this Agreement.
- 7.03 The Union will save the City harmless from any claims made by employees for amounts deducted from their pay in accordance with the terms of this Article.
- 7.04 (a) The Corporation shall provide, to the Union President, a list of all full time and temporary employees twice a year in January and July. This list will include the addresses and telephone numbers of the listed employees.
- (b) The Corporation shall inform the union when any new employee is hired and will supply the following information: starting date, section, position, end date of temporary assignment (temporary employees). Such information will be supplied to the union no later than ten (10) working days of their start date.
- 7.05 Supervisors shall not perform work normally performed by bargaining unit employees except for Training, Emergencies, Public Safety, and/or in cases where regular qualified bargaining unit employees are not available.
- 7.06 The Union agrees that dues will not be deducted from employees who are absent from work on a pregnancy or parental leave.

## **ARTICLE 8 - COMPLAINTS AND GRIEVANCES**

- 8.01 For the purposes of this agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the collective agreement including any question as to whether a matter is arbitrable. Complaints and grievances shall be dealt with in the following manner. All grievances must be in writing (Step 1 excepted), and filed within ten (10) working days of the alleged grievance.

### **Step 1**

If an employee has a complaint, they shall, with or without their steward, take the matter up orally with their Supervisor. The Supervisor or designate will give their answer to the complaint within seven (7) working days after it has been brought to their attention. For the purpose of this clause, Supervisor shall include Area Supervisor, Traffic Maintenance Supervisor, Fleet Services Supervisor and Technical Services Supervisor or designate.

## Step 2

If the reply of the Supervisor or designate is not satisfactory, the complaint shall be stated in writing as a grievance and shall, within five (5) working days after the Supervisor has given their answer, be submitted by the employee and a steward to the Section Manager or designate. Within three (3) working days after receipt, the Section Manager or designate will commence discussion with the employee and their steward, and will give their reply, in writing, within a further seven (7) working days. For the purpose of this clause, Section Manager shall include Manager Works Maintenance & Operations, Manager Engineering Technical Services, Manager Traffic Engineering and Operations and Manager Fleet Services.

## Step 3

If the reply of the Section Manager or designate is not satisfactory, the grievance may, within five (5) working days, be referred to the Director of Engineering and Works or designate or the Director of Transportation and Engineering Planning or designate, and such other representative as may be chosen to represent the City, will meet with the Union Committee to discuss the grievance within seven (7) working days after it has been referred to this step. At this meeting, a full-time representative of the Union may be present if their presence is requested by either party. A written reply to the grievance will be given within seven (7) working days after the meeting has been held.

8.02 If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either such party may, within ten (10) working days, refer the grievance to arbitration in accordance with the provisions contained in Article 11.

8.03 Any of the time allowances provided in this Article may be extended by mutual agreement between the City and the Union Committee. Such confirmation of the extension should be in writing.

### 8.04 (a) Group Grievance

Where a number of employees have the same grievance and each employee would be entitled to grieve separately, the Union may present a group grievance in writing. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, the names of the known individuals affected at the time the grievance is filed, and should include the provisions of the Agreement generally to be relied upon. Such grievances shall be initiated at Step 2 and the Union shall assign a grievor to represent the group. The union will reserve the right to add the names of other grievors as they become known until the grievance has been resolved.

### (b) Policy Grievance

A policy grievance is one in which the issue has the potential to affect any member of the

bargaining unit. All such grievances shall be filed at Step 2 of the grievance procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance and the remedy sought and should include the provisions of the agreement generally to be relied upon.

#### 8.05 Mediation

At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Articles 8 and 10 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.

- (a) The parties will agree on a list of three (3) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.
- (b) The mediation session will be attended by maximum of three (3) representatives from the Union, including the CUPE National Representative plus the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
- (c) Once the parties have agreed in writing to mediate a grievance the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within 60 days of the appointment then the appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.
- (d) Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session.
- (e) Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved nor shall it be raised, discussed or relied upon at Arbitration.
- (f) The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
- (g) Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.
- (h) The Mediator shall not act as the Arbitrator.

## **ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES**

- 9.01 If a permanent employee believes they have been unjustly suspended or discharged, the matter may be submitted as a written special grievance to the Director of Engineering and Works or the Director of Transportation and Engineering Planning, at the Step 3 level, within five (5) working days of the suspension or discharge.
- 9.02 When a permanent employee is suspended or discharged, notification of such action shall be given to the Union and sent to the employee in writing or by electronic mail within two (2) working days of the suspension or discharge. Should an extension to the time limit be required it will be granted upon request.
- 9.03 Disciplinary documentation contained in an employee's personnel file in the form of verbal and/or written warnings will not be relied upon by the Corporation for further disciplinary action, if more than 24 months have passed since the date of such warning and the employee received no further disciplinary notification in that 24 month period. The exception to this Article will be any discipline imposed due to harassment or incidents of violence in the workplace.
- 9.04 An employee shall have the right to have a steward present during the investigation meeting, which may result in discipline or discharge or in any meeting where discipline or discharge is being given. The Union shall have the right to assign the steward or union officer to represent the employee from their yard, unless the employee waives their right to Union representation. The selection of the steward shall not be exercised unreasonably (Form is attached).

## **ARTICLE 10 - CITY GRIEVANCES**

- 10.01 If the City has a complaint with respect to the conduct of the Union or its officers, or that the Union has violated the provisions of the collective agreement, the City will submit such complaints to the Union within ten (10) working days from when the alleged grievance first came to the attention of the City. The Union will meet with the City within five (5) working days to discuss the complaint and will give the City a written reply within five (5) working days of the meeting. If the complaint is not settled, it may be referred to arbitration.

## **ARTICLE 11 - ARBITRATION**

- 11.01 Any arbitration proceedings shall be in accordance with The Labour Relations Act of the Province of Ontario.
- 11.02 An Arbitrator shall not be authorized to render any decision inconsistent with the terms of the Agreement, nor shall the said Arbitrator be authorized to alter, add to or amend any of the clauses contained herein.

- 11.03 The decision of the Arbitrator, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it.

## **ARTICLE 12 - SENIORITY**

- 12.01 The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority within the bargaining unit.

- 12.02 An employee will be considered on probation and will not have any seniority standing with the City until after they have completed six (6) months of work in a twelve (12) month period. Their seniority will, upon completion of the probationary period, date back the six (6) months they have worked and the employee will be considered as a permanent employee.

12.03 Full-Time Employees

Separate seniority lists showing the names and seniority dates of all full-time employees will be prepared by the City. These lists will be sent to the Union President and Secretary twice a year in the first week of January and first week of July. Such list(s) shall be considered as final and accurate unless representations, dated and signed, are received by the Director of Human Resources or designate within six (6) weeks from the date the list is received by the Union President and Secretary.

Temporary Employees

The Corporation will provide the Union with a list of all temporary employees who pay union dues. This listing will be provided to the Union twice a year in the first week of January and first week of July which reflects employees on staff as of June 30<sup>th</sup> and January 1<sup>st</sup>.

In the event temporary employees from the bargaining unit were hired on the same day into a permanent position, the temporary employee from the bargaining unit with the lowest employee number will be deemed to have higher seniority.

- 12.04 In cases of reduction of the work force due to lack of work, the skill, ability, qualifications and experience of employees will be the governing factors, and where these factors are relatively equal between employees, seniority shall govern. Seniority so exercised shall be on a bargaining unit wide basis.

- 12.05 Employees who have completed their probationary period, and who are laid off due to lack of work, will be recalled to work when work becomes available, in the order of their seniority, provided such employees are qualified to perform the work that is available. Such recall will be by registered letter and email to the last address recorded with the City by the employee.

12.06 Permanent employees who have been laid off due to lack of work will retain their seniority and right of recall for the period of the employee's actual service up to a maximum of twelve (12) months.

12.07 Seniority previously accumulated will be lost whenever an employee:

- (a) quits or is discharged;
- (b) is absent for three (3) consecutive working days without a reasonable explanation;
- (c) is laid off for a period equal to the seniority they had at the time the layoff occurred but not exceeding twelve (12) consecutive months;
- (d) fails to report for work at the expiration of any leave of absence granted by the City without a reasonable explanation.
- (e) fails to return to work within seven (7) working days after notice of recall has been sent out in accordance with 12.05 above. Upon written request from the employee, an extension of up to twenty (20) days may be granted. The City will not unreasonably deny such a request.
- (f) is absent in excess of twenty-four (24) months due to accident or illness, and becomes totally and permanently disabled. This provision applies to disabilities beginning after 12<sup>th</sup> February 1986, and will be subject to the provisions of the Employment Standards Act;
- (g) fails to report their absence from duties on three (3) separate occasions within a twelve (12) month period without reasonable explanation

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

During this six (6) month period the employee shall pay union dues in accordance with Article 7 and shall only be covered under Articles 8 and 9 of the Collective Agreement.

The permanent employee shall have the right to return to their former permanent position in the bargaining unit at any time during the six (6) month period, thereafter the employee's bargaining unit seniority will cease.

12.09 No permanent full time CUPE Local 66 employee shall be laid off while a temporary employee is employed in a position that the full time employee is qualified to perform.

## ARTICLE 13 - POSTING OF JOB VACANCIES AND BULLETIN BOARD

### 13.01 (a) Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, such openings will be posted electronically. These openings will be posted for a period of five (5) full and clear working days, whereby an employee may apply for the position. All positions will be posted on the City's electronic job board and applicants must apply electronically.

Such postings shall contain the following:

Position, department, duties, qualifications and salary. No outside advertising shall be implemented until all internal applicants have been processed, and should none of these be accepted, the City will fill the position at its discretion.

Such qualifications shall not be established in an arbitrary or discriminatory manner.

### (b) Filling Job Vacancies (not Maintenance Contract Coordinators)

The senior employee applying for the position as posted who is qualified and has the most experience at the time will be given the job. If none of the applicants has the necessary qualifications and experience, the City will fill the position at its discretion. The City will consider the applications received on the basis of the appropriate section first and then the other sections before any outsiders are hired. Sections here shall be defined as being Works Operations, Technical Services, Fleet Services, Works Maintenance, and Traffic.

### (c) Filling Job Vacancies – Maintenance Contract Coordinators

While a hybrid work arrangement remains in place in accordance with Article 25.02(d), the following shall be applicable:

Maintenance Contract Coordinator positions shall be posted internally and externally simultaneously. In selecting a candidate to fill such posted vacancies the Corporation shall consider skills, ability, qualifications and experience. Where these factors are determined by the City to be relatively equal, then the seniority of internal candidates from within the bargaining unit shall be the determining factor.

(d) The Union agrees that the filling of vacancies outside the bargaining unit, with respect to part (a) and (b) of this Article, will not be subject to the grievance procedure.

(e) Any bargaining unit member successful in filling a vacancy will be subject to a three (3) month trial period. During this period, the employee may elect to return to

their previous position or the City may elect to return the said employee to their former position if their performance is not satisfactory to the City.

- 13.02 A Union Bulletin Board will be provided by the City for posting Union Notices. All notices posted thereon shall be subject to the approval of the Director of Engineering and Works or the Director of Transportation and Engineering Planning or their appointed designate.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01 (a) A permanent employee will be allowed up to ten (10) days off with pay, in the event of a death of an immediate family member, and up to five (5) days off with pay because of the death of other family members. Bereavement leave can be taken intermittently as required by the affected employee and any compensation provided will be at the employee's regular salaried rate for the days the bereavement leave is taken.
- (b) A temporary employee will be allowed up to five (5) days off with pay, in the event of a death of an immediate family member, and up to three (3) days off with pay because of the death of other family members. Bereavement leave can be taken intermittently as required by the affected employee and any compensation provided will be at the employee's regular hourly rate for the days the bereavement leave is taken.
- (c) For the purposes of this article, "immediate family member" refers to close relationships (whether legal or chosen by the employee) and may include parents, spouses/partners, children (including miscarriages), and siblings. "Other family members" are non-immediate (whether legal or chosen by the employee), and may include but are not limited to aunts, uncles, cousins, parents-in-law, siblings-in-law, etc. This may also include any relative of the employee who is dependant on the employee for care or assistance.
- (d) The City may require proof of death and in any circumstance, only regular working time missed shall be paid for. Additional leave of absence, without pay, will be granted upon approval by the Department Head.
- 14.02 Leave of absence with pay and without loss of seniority will be granted to employees to attend functions of the Union, provided that such leave does not exceed five (5) working days, and provided there is at least one (1) week's notice of such leave and the approval of the Director of Engineering, or their appointed designate, has been granted. This leave shall apply to a maximum of forty (40) regular working days leave per calendar year. In 2006 an additional five (5) days will be granted, upon request, where the wages are billed to the Union.
- 14.03 a) In the event that a full-time permanent employee is called for jury duty or as a

witness in any court, except as a witness on their own behalf, the Corporation shall pay the employee their regular pay, less any payment made by the court for lost wages. Payment for each day the employee is required to be absent from work, without loss of seniority, will be made provided that they:

- i) notify the Corporation immediately upon notification that they will be required to attend on jury or witness duty;
  - ii) present the court subpoena/summons to the Corporation requiring such attendance;
  - iii) present proof of payment received and promptly repays the amount (other than expenses paid to them) which they receive for such attendance; and
  - iv) when known in advance report to work at the beginning of the day when not required at court.
  - v) contact the Supervisor or designate for instruction whenever court proceedings adjourn early.
- b) Any compensation from the court for travel, meals or other expenses remains the employee's.
  - c) Time spent by a permanent full-time employee required to serve as a court witness on any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

14.04 Any request for a leave of absence of ten (10) days or less duration must be directed to the Supervisor or Manager of the employee's department. Requests for more than ten (10) days must be directed to the Director of Engineering and Works, or the Director of Transportation and Engineering Planning or their appointed designate, Employees on leave of absence in excess of eleven (11) working days will repay the City for all benefits paid on the employee's behalf, on their return. No sick leave shall be accumulated in any calendar month where an employee is off on a leave of absence in excess of eleven (11) working days.

- 14.05 a) Employees who require a leave of absence for pregnancy and parental leave purposes, as defined under the Employment Standards Act, shall be governed by such Act.
- b) Seniority shall be retained and accumulated during the above noted leave(s). The Corporation shall continue to pay its share of employment benefits during the above noted pregnancy and/or parental leave(s) up to twelve (12) calendar months.

#### 14.06 WSIB Payments to Permanent Full-time Employees

In the event a permanent full time employee is unable to work because of a work related accident and where the Corporation is not objecting a claim, which decision shall be communicated to the Union, the Corporation will continue the permanent, full-time employee's wages as follows:

1. WSIB earnings will equal payments made by the WSIB
2. WSIB payments will be granted if the employee has access to sufficient STD or sick leave credits to grant to that limit, or three (3) months, whichever is less
3. In the event the claim is denied by WSIB or the City is objecting to the claim:
  - a) the employee may choose repayment through the STD plan if sufficient medical evidence is provided to satisfy the STD plan requirements
  - b) if sufficient medical documentation is not available, repayment of wages will be from the employee's vacation or lieu bank.
  - c) repayment of wages must be made within the same calendar year.

The City of Mississauga commits that it will not appeal a WSIB claim on an unfounded basis. To that end, should the City appeal a WSIB claim, the City will provide the Union with a copy of the appeal along with the City's rationale for the appeal.

#### **ARTICLE 15 - LEAVE FOR ILLNESS**

- 15.01 A plan of sick leave credit gratuities, hereinafter called sick leave credits, for all permanent employees of the City is to be established as hereinafter set out.
- 15.02 A "permanent employee" shall be defined as an employee who has completed six (6) months' continuous service with the City and has been accepted to a full-time position with the City.
- 15.03 Permanent employees shall be allowed to accumulate sick leave credits on the following basis:
- (a) Sick leave credits shall be accumulated at the rate of one and one-half (1 ½) days per calendar month of work unless the employee is off ill and their wages continued by a Municipal disability plan of insurance, or is off due to illness or injury and has exhausted their sick leave credits.
- 15.04 The normal work days an employee is absent on account of illness shall be deducted from the sick leave credits they have accumulated with the City and in accordance with

Article 15.07.

- 15.05 Absence on account of illness will be deducted on an hour for hour basis.
- 15.06 The City's Disability Income Program policy, which allows the use of incidental days for personal medical appointments, will be extended to permanent, full-time employees.
- 15.07 Absence from employment due to illness in excess of three (3) working days shall require a doctor's certificate which satisfies the eligibility for Short Term Disability.

The City may request a certificate from the attending physician for any days where it believes there are reasonable and probable grounds.

- 15.08 Pregnancy leave will not be considered sickness for the purpose of this Article.
- 15.09(a) Permanent staff, upon retirement or upon termination of employment after a period of seven (7) continuous years of service with the City of Mississauga, its predecessors or their Boards or Commissions, shall be paid an amount equal to their salary, wages or remuneration for one-half (½) the number of days standing to their credit under the provisions of 15.03(a), provided such amount does not exceed the amount of one-half year's earnings at the rate received by the employee immediately prior to such termination of employment.
- (b) In the event of the death of an employee prior to normal retirement, a payment similar to that set out in 15.09(a) above shall be paid to the employee's estate.

The aforesaid provisions shall be deemed to be effective January 1, 1977.

- 15.10 Any member of CUPE, Local 66 hired after 26 August 1982, will be covered by the City's Disability Income Program and not the foregoing Sick Leave Credit Plan. This Programme is fully paid for by the City and operates as follows:

<b>Length of Service</b>	<b>100% Pay</b>	<b>75% Pay</b>
Less than 3 months	0 weeks	0 weeks
3 months but less than 1 year	0 weeks	24 weeks
1 year but less than 2 years	3 weeks	21 weeks
2 years but less than 3 years	6 weeks	18 weeks
3 years but less than 4 years	9 weeks	15 weeks
4 years but less than 5 years	12 weeks	12 weeks
5 years but less than 6 years	15 weeks	9 weeks
6 years but less than 7 years	18 weeks	6 weeks
7 years but less than 8 years	21 weeks	3 weeks
8 years or more	24 weeks	0 weeks

Benefits will be applicable for up to twenty (24) weeks for each separate period of

disability. Periods of disability due to the same or related cause or causes will be considered as one period of disability if separated by less than ten (10) consecutive working days performing full duties.

Full salary benefits will be limited in any calendar year to the number of weeks entitlement indicated by length of service. Benefits extending beyond 3 working days will commence from the first day of disability for the first three absences in a calendar year and from the **fourth working day of disability for the 4<sup>th</sup> and subsequent absences** lasting more than three working days in duration.

Employees will be allowed six (6) "Incidental Illness" days per calendar year to provide income for illness of three days or less. The City may request a certificate from the attending physician for any such days where it feels there are reasonable and probable grounds to suspect the validity of the employee's absence.

Benefits will **ONLY** be paid after the employee supplies the City of Mississauga with satisfactory evidence of disability which entails a medical certificate from an accredited physician.

After an absence of 120 working days the employee may apply for LTD coverage. In order to qualify for LTD coverage, the employee must apply within one year from the date of disability.

- 15.11 The employee must notify the Supervisor prior to the start of their regular schedule shift of the inability to attend work due to illness. Employees will be provided with up to date telephone numbers for supervisory staff for this purpose.

#### **ARTICLE 16 - MEDICAL LEAVE OF ABSENCE FOR PERMANENT FULL-TIME EMPLOYEES**

- 16.01 Full-time employees whose STD pay ends and have a pending or denied LTD or Workplace Safety and Insurance Act (WSIA) claim and evidence that the claim/denial is being pursued/appealed will have their City-paid benefits maintained for a maximum period of up to six (6) months, provided that the following conditions are met:
- (a) the employee shall apply for a Medical Leave of Absence and shall submit medical documentation to the City's Employee Health Services ("EHS") Division supporting the Medical Leave of Absence;
  - (b) the employee shall actively pursue any application requirements and/or appeal routes available to them as a condition of continued benefit coverage;
  - (c) the employee shall cooperate with all requests by EHS for updated medical documentation, as necessary, during the Medical Leave of Absence;

- 16.02 Any employee who is off work for medical reasons and does not comply with the conditions as outlined above shall be considered to be absent without approved leave and will have their City-paid benefits discontinued.
- 16.03 Following the expiration of a medical leave of absence, the Employee shall have their City-paid benefits discontinued, save and except if they are approved for a benefit or have returned to work.

## **ARTICLE 17 - HOSPITAL AND MEDICAL PLANS**

17.01 The City shall continue in effect the following plans:

- (a) Extended Health Benefit Plan including semi-private hospital insurance coverage and Emergency Travel Assistance under the master policy. This will include:

Vision Care, including prescription eyeglasses, prescription sunglasses, and laser eye surgery at \$450/two (2) calendar years and eye exam reimbursement at \$90/2 years.

Hearing aids at six hundred (\$600) dollars in a 24 month period per person.

A Drug Card with mandatory generic substitution for 100% coverage for drugs eligible under the Ontario Drug Benefit Formulary and for all other drugs that legally require a prescription. The card will include Prior Authorization for pre-approval of coverage for certain drugs covered under the plan. Brand name drugs will be covered subject to the employee and their prescribing physician completing and submitting the "Drug Exception Application Form" and upon approval by the insurance carrier that the brand name drug is required for medical reasons.

Paramedical services will be provided at a \$50 per visit maximum, combined \$1,500 per year benefit maximum (subject to reasonable and customary cost maximums) for the following: Physiotherapist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Speech Therapist, Naturopath, Massage Therapist, Audiologist, Dietician, Acupuncturist, Occupational Therapist.

Mental Health coverage including no per visit max and combined annual max of \$3,000 for licensed/registered: psychologist, Social Worker, and psychotherapist. Fees are subject to reasonable and customary charges.

Optional Employee Paid Critical Illness Insurance for active employees with the Following Coverage Amounts:

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

Optional employee paid life insurance for active employees with the following coverage amounts:

- Employee – Units of \$10,000 to a maximum of \$200,000
  - Spouse – Units of \$10,000 to a maximum of \$200,000
  - Child – Units of \$5,000 to a maximum of \$25,000
- (b) Group Life Insurance Plan with coverage equal to two (2) times the employee's salary to the next highest multiple of one thousand with a maximum benefit amount of four hundred thousand dollars (\$400,000).
- (c) An Accidental Death and Dismemberment benefit equal to two (2) times the employee's regular annual salary, to the next highest multiple of one thousand with a maximum benefit amount of four hundred thousand dollars (\$400,000).
- (d) A Life Insurance Policy of five thousand dollars (\$5,000) upon approved retirement after five (5) years' continuous service with the City.

The entire cost of the above will be paid by the City.

- 17.02 The City will offer the option additional units of \$10,000, up to a maximum of \$200,000. All additional amounts purchased are subject to evidence of insurability.

The entire premium cost of this option will be paid by the employee.

The City will also offer the option of Dependent Group Life Insurance coverage for employee's dependents. The entire premium cost of this option will be paid by the employee.

- 17.03 A Long Term Disability Plan as outlined in the master policy. The cost of the above to be shared equally by the City and the employee.

- 17.04 A preventative care Dental Plan containing nine (9) month recall provision will pay benefits based on the 2023 ODA, and will be improved during the duration of the collective agreement as follows:

- Effective January 1, 2025, benefits will be based on the 2024 ODA fee schedule
- Effective January 1, 2026, benefits will be based on the 2025 ODA fee schedule

- 17.05 The City will provide Optional Dental Plan coverage for Orthodontic and Major Restorative Services for those employees who desire such coverage.

A second option to the dental plan for Major Restorative services will be made available to employees who wish to purchase coverage. The Major Restorative Co-insurance amount will be \$2500.

The coverage will be subject to the various restrictions, deductibles, etc., as per the Master Insurance Policy. The monthly premium payment for the Optional Dental coverage will be subject to ODA Fee Schedule changes and will be paid 50% by the City and 50% by the employee.

#### 17.06 Retirees Benefits Coverage

For employees retiring on or after that date on an unreduced pension, with at least ten (10) years of service, the following benefits coverage will be made available at retirement, until the retiree reaches age 65:

Life Insurance                      66-2/3% City paid  
(1 times annual salary to a maximum of \$50,000)

Major Medical            66-2/3% City paid  
(\$10,000 maximum lifetime benefit)

Employees with at least ten (10) years of full time service with the City who are 55 or older and not eligible for an unreduced pension will be eligible to apply for the following early retirement benefits coverage upon acceptance of an OMERS retirement pension.

Coverage is for a maximum of ten (10) years or until age 65, whichever occurs first. The full premium cost for coverage will be paid by the employee.

The coverage will consist of:

1. Major Medical health coverage similar to that for active employees not including private ward or semi-private ward coverage or out of country coverage.

Reimbursement will be at the rate of 80%. The maximum out of pocket cost for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be at 100% for the remainder of the year. There is a \$25 annual deductible on this coverage.

2. Basic dental coverage similar to that for active employees. Reimbursement will be at the rate of 80%. The maximum out of pocket costs for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be 100% for the remainder of the year.

Optional Major Restorative/Orthodontic dental coverage similar to that for active employees. Reimbursement will be as per active employees.

Should there be improvement to the foregoing retirement benefits program for non-union employees, such changes will also be granted to all active members of CUPE Local 66 including any members who retire prior to March 31, 1999.

Eligible employees who retire and elect for optional Retiree Benefits Coverage on or after September 10, 2024, shall be enrolled in, and pay premiums aligned with the City Core Early Retirees Benefit plan that is in effect at the date of ratification and will receive any future plan changes that may occur during the term of the Collective Agreement. This provision does not apply to any employees who retired prior to September 10, 2024 as they will remain on the CUPE 66 WOM Early Retirees Benefit plan outlined above.

- 17.07 All new members of the bargaining unit will participate in the OMERS Basic Pension Plan subject to the provisions of Appendix 'A'. Contributions will be shared 50% by the employee and 50% by the Corporation.
- 17.08 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12<sup>ths</sup>) of the Corporation's E.I. reduced premium cost, assuming that the Corporation's request for such premium cost reduction is approved by Human Resources Development Canada (HRDC).

#### **ARTICLE 18 - PAID HOLIDAYS**

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

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

The last half of the working day before Christmas Day will be considered part of the above list, with the provision that should inclement weather occur, employees will be required to work at straight time rates of pay and be granted some other half day off at regular pay at a time suitable to the City. The provisions of Article 18.04 are waived in this instance.

In lieu of Easter Monday and Remembrance Day being recognized as holidays and paid at straight time rates, effective June 12, 2024, all employees will be given two (2) paid Floater Holidays which must be used prior to December 31 in the year in which they are granted save and except that any employee hired on or after November 12 will not be entitled to the two (2) Floating Holidays for that particular year only.

The parties agree to abide by the memorandum of agreement that was signed September 29, 2021, with respect to the continued observance of the National Day of Truth and Reconciliation.

- 18.02 The City will recognize any other day proclaimed by the Federal, Provincial or Municipal Government.
- 18.03 When any of the above holidays falls on Saturday or Sunday, the preceding Friday or succeeding Monday will be designated by the City as the holiday in lieu of the holiday falling on Saturday or Sunday. Each year, the Union President will be provided with the Director of Human Resources approved memo which lists the dates on which City Council has approved to recognize the Statutory Holidays.
- 18.04 In order to be eligible to receive payment for a holiday, an employee must work the last full shift immediately preceding and the first full shift immediately succeeding a holiday, or make some other arrangement satisfactory to their department head.

#### **ARTICLE 19 - VACATION WITH PAY**

- 19.01 Vacation credits shall accumulate based on the employees years of service. A vacation credit is defined as a specific unit of time to be used for vacation purposes. Vacation credits accrue at a rate determined by the employee's vacation anniversary date, for each full month of active service in each calendar year.
- 19.02 Vacation credits accumulate on the following basis based on years of service. Effective January 1, 2025, vacation shall be prorated and advanced annually each January 1<sup>st</sup>:
- (a) upon hire – 1.67 days per month to a maximum of twenty (20) days
  - (b) after seven years of service – 2.08 days per month to a maximum of twenty-five (25) days
  - (c) after fourteen years of service – 2.50 days per month to a maximum of thirty (30) days
  - (d) An employee leaving the City is granted a full vacation credit for the last month of employment, when at least half (½) of the available working days between monthly vacation anniversary dates have been worked.  
  
Half a credit is granted if the employee works on at least one (1) day, but does not work at least one-half (½) of the available working days during the period.
- 19.03 Vacation, Leave of Absence for Union Business, as outlined in this contract (Article 14.02), Jury Duty, Bereavement Leave and absence on approved Workers' Compensation during the twelve (12) month period following the date of accident for new claims occurring after January 1, 1990, will not be considered as absence for purposes of this clause.
- 19.04 Vacation credits do not accrue during a period of long-term disability.

19.05 Vacation credits earned may be taken at any time approved by the Supervisor or designate. Vacation approvals will be granted in consideration of staffing levels as determined by management and as required to accommodate the workload of each operational Unit. In order to ensure continuity of operations, employees must plan their annual vacation time and provide their Supervisor/Manager with their vacation schedule by March 31<sup>st</sup> for vacation requests to the end of September, and by September 30<sup>th</sup> for vacation requests up to March 31<sup>st</sup> of the next year subject to clause 19.06 and employees having the available banked credits. Employees must use their vacation credits to meet the minimum Employment Standards Act (ESA) requirements annually.

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

If a death of a relative occurs while the employee is on vacation, the employee is entitled to re-schedule vacation days equivalent to the number of days allowable under clause 14.01.

19.07 When there is a conflict with scheduling, vacation requests made by the deadlines above will be approved on a seniority basis. Any requests not submitted by the deadlines above will be considered on a first-come, first-served basis. Employees must give 48 hours' notice for vacation requests of a single day and five working days' notice for requests of more than a day.

19.08 Pay in lieu of vacation may not be granted in order to ensure that employees receive adequate time away from work. Under special circumstances, approval for payment may be given by the department head, in conjunction with the Director of Human Resources.

Employees who have exhausted their short-term disability income, are paid for all unused vacation credits. Accrual of vacation credits ceases at this point.

Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination. Upon termination of employment, overdrawn vacation is subject to recovery from an employee's final pay.

19.09 Vacation credits not yet earned cannot be taken. All credits earned in one (1) calendar year must be used by December 31<sup>st</sup> of the following year, unless otherwise approved by the Supervisor and Division Head. On December 31<sup>st</sup> of each year, any vacation credits in excess of those earned in the current calendar year will be forfeited by the employee, unless the Supervisor and Division Head have approved a carry-over, in writing.

- 19.10 Upon notice of retirement, employees will have the option of receiving pay in lieu of all vacation leave credits, to a maximum of one (1) year entitlement, calculated and accrued in accordance with Article 19.

## **ARTICLE 20 - CLOTHING**

20.01 It shall be compulsory for all employees to wear CSA approved green patch safety boots at all times while working for the City. Hard hats also must be worn in accordance with the current Occupational Health and Safety Act. For Fleet Services employees hard hats and goggles will be worn as and when required.

- 20.02 (a) Each active employee will receive a Winter Parka once every thirty- six (36) months.
- (b) Any member may be given an additional Winter Parka, at any time, during the term of the Collective Agreement at the discretion of their Supervisor in consideration of damage, wear, etc.
- (c) Each active permanent full-time employee, with the exception of Fleet Services, shall receive an annual clothing credit of up to one hundred and fifty dollars (\$150) to be used to obtain appropriate City approved-logo clothing, as approved by the Director or designate, from the City's supplier.
- (d) Each active full time CUPE employee will receive an annual safety boot allowance of two hundred dollars (\$200).
- (e) Each active permanent full-time Fleet Services employee will receive, on a rental basis, which shall include cleaning and maintenance, either twelve (12) pairs of fire-retardant cotton coveralls or shirts and pants. The City will provide one (1) multi-layered fire retardant parka for all permanent full-time Fleet Services employees. Fleet Services employee shall receive fifty dollars (\$50.00) annually to spend on City approved-logo clothing from City's supplier.
- (f) Effective June 12, 2024 each permanent full-time employee will receive a one-time allowance per contract of \$130.00 dollars to be used to purchase Insulated Winter safety work boots, or insulators for safety boots.
- (g) Each permanent full-time Fleet Services employee will receive an annual safety boot allowance of two hundred and fifty dollars (\$250) to purchase oil/gas resistant safety boots. Receipts must be provided to receive the annual reimbursement.
- (h) Any member may be given an additional safety boot allowance at the appropriate rate, at any time during the term of the Collective Agreement at the discretion of their Supervisor in consideration of damage, wear, etc.

- (i) Any member may be given an additional clothing credit, or part thereof, at any time during the term of the Collective Agreement at the discretion of their Supervisor in consideration of damage, wear, etc.
- (j) No portion of any of the above amount(s) may be carried over from one year to the next; used by the employee for any purpose other than that set out in this Clause or, in the case of the amount set out in 20.02 (d), received by the employee in the form of cash or other compensation. All clothing and boots obtained by the employee pursuant to this Clause must be maintained in a reasonable state of repair and worn while working.

20.03 Effective December 9, 2020 each active temporary employee shall receive an annual credit of up to one hundred and seventy five dollars (\$175.00) to be used to obtain appropriate clothing from the City's supplier and/or safety boots, as approved by the Department Head.

20.04 All allowances will be paid out as per Canada Revenue Agency (CRA) guidelines, as amended.

#### **ARTICLE 21 - SAFETY AND FIRST AID**

21.01 First-Aid kits will be supplied by the City and kept in places easily accessible to all employees. Employees shall be required to report injuries to their supervisor immediately and the supervisor with the assistance of the employee will fill out the 301 form electronically prior to the end of their shift.

21.02 The parties agree to abide by the current Terms of Reference for the Structure and Function of Joint Health and Safety Committee: Works Operations and Maintenance, Traffic Management and Municipal Parking Division, as amended for the structure and function of the Joint Occupational Health and Safety Committee.

#### **ARTICLE 22 - INCLEMENT WEATHER**

22.01 When it is necessary for employees, with the exception of Fleet Services, to work outside during inclement weather, the City will provide personal protective equipment (PPE) (including high visibility safety clothing) and waterproof wearing apparel for employees consisting of at least rubber coats, hats and rubber boots. Any replacements must be approved by the Management. Inclement weather includes, but is not limited to, low light conditions.

#### **ARTICLE 23 - TUITION FOR AUTHORIZED TRAINING COURSES**

23.01 The City will reimburse employees for educational courses taken, provided;

- (a) The course has been authorized by the Department Head and Director of Human Resources, and
- (b) Substantiated successful completion of the course is obtained. Only courses directly related to the employee's work will be considered. Enquiries regarding courses should be made to Human Resources Department.

## **ARTICLE 24 - TEMPORARY EMPLOYEES, TRANSFERS, PROMOTIONS**

24.01 The City may use temporary employees for vacation fill-ins, absenteeism, peak work periods and for emergency purposes, but they shall not be used to deprive regular employees of their normal hours of work. The City will ensure that such employees are not employed for a period of longer than six (6) consecutive months at a time, save and except for temporary employees hired in the Technical Services section who may be employed for a period of up to eight (8) consecutive months. All temporary employees shall pay union dues in accordance with Article 7.01. However, a temporary employee who has completed six (6) consecutive months of service with the City will be deemed to have completed the probationary period as per Article 12.02 of this Agreement.

Temporary employees will be entitled to Union representation; however, temporary employees will not be entitled access to the Grievance and/or Arbitration procedures or the various benefit coverages outlined in this Collective Agreement. During the temporary period of employment, such employees will be entitled to overtime in accordance with Article 25 after such overtime has been offered to permanent employees. During the temporary employment period, Statutory Holidays will be paid according to the Employment Standards Act.

Temporary employees other than Temporary Labourers will be paid 10% less than the job rate for the particular classification.

Vacation pay will be paid to temporary employees in accordance with the Employment Standards Act on a bi-weekly basis.

### 24.02 Temporary Assignments

Whenever it is deemed necessary to have a temporary or permanent full-time employee temporarily assigned to perform the job duties of a higher or lower classification, the employee selected must be qualified and will be paid at the higher classification for the time they were assigned such work. The employee must possess the required qualifications to perform such work. These temporary assignments will not be advertised.

For clarity, temporary employees remain subject to the provisions of Article 24.01.

24.03 Temporary Promotions

With the exception of temporary assignments as provided for in Article 24.02, all changes in rates of pay due to progression within a classification or due to permanent re-classification, shall be effective the first pay period following transfer to the new category.

24.04 An employee who is transferred other than in accordance with Article 24.02 above, from a higher to a lower rated classification, will be paid the rate for the lower classification.

24.05 Article 7.01 will apply to eight (8) month temporary employees.

24.06 When a transfer request is submitted by a full-time employee, the Corporation will keep a transfer request log. Upon request, the CUPE 66 President or designate will be provided a copy of the transfer request log. Transfers will be reviewed on a first come first serve basis.

**ARTICLE 25 - WAGE SCHEDULES**

**TRAFFIC OPERATORS**

**Effective April 1, 2023**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>
<b>Traffic I</b>	\$33.06	
Sign Maker		
Hydrovac Operator		
<b>Traffic II</b>	\$31.57	
Boom Truck Operator		
Parking Meter Collector & Repair		
Centre Line Inspector		
Temp Sign Maker	\$30.37	
<b>Traffic III</b>		
Sign Installation Person		
Parking Meter Collector Assistant	\$29.27	
<b>Traffic IV</b>		
Assistant		

**Effective April 1, 2024**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>
<b>Traffic I</b>	\$34.05	
Sign Maker		
Hydrovac Operator		
<b>Traffic II</b>	\$32.52	
Boom Truck Operator		
Parking Meter Collector & Repair		
Centre Line Inspector		
Temp Sign Maker	\$31.28	
<b>Traffic III</b>		
Sign Installation Person		
Parking Meter Collector Assistant	\$27.09	
<b>Traffic IV</b>		
Assistant	Effective June 12, 2024	\$30.15

**Effective April 1, 2025**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>
<b>Traffic I</b>	\$35.07	
Sign Maker		
Hydrovac Operator		
<b>Traffic II</b>	\$33.50	
Boom Truck Operator		
Parking Meter Collector & Repair		
Centre Line Inspector		
Temp Sign Maker	\$32.22	
<b>Traffic III</b>		
Sign Installation Person		
Parking Meter Collector Assistant	\$27.90	\$31.05
<b>Traffic IV</b>		
Assistant		

**Effective April 1, 2026**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>
<b>Traffic I</b>	\$36.12	
Sign Maker		
Hydrovac Operator		
<b>Traffic II</b>	\$34.51	
Boom Truck Operator		
Parking Meter Collector & Repair		
Centre Line Inspector		
Temp Sign Maker	\$33.19	
<b>Traffic III</b>		
Sign Installation Person		
Parking Meter Collector Assistant	\$28.74	\$31.98
<b>Traffic IV</b>		
Assistant		

**LABOURERS, STUDENTS AND TEMPORARY EMPLOYEES****Effective April 1, 2023**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>
Labourer	\$25.05	\$27.88
Summer Student	\$19.14	
Temporary Labourer (Traffic)	\$22.77	
Temporary Labourer (Works)	\$22.77	
Temporary Ticket Taker	\$22.77	
Temporary Inspector	\$28.62	
Temporary Instrument Person	\$28.62	

**Effective April 1, 2024**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>
Labourer	\$25.80	\$28.72
Summer Student	\$19.71	
Temporary Labourer (Traffic)	\$23.45	
Temporary Labourer (Works)	\$23.45	
Temporary Ticket Taker	\$23.45	
Temporary Inspector	\$29.48	
Temporary Instrument Person	\$29.48	

**Effective April 1, 2025**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>
Labourer	\$26.57	\$29.58
Summer Student	\$20.30	
Temporary Labourer (Traffic)	\$24.15	
Temporary Labourer (Works)	\$24.15	
Temporary Ticket Taker	\$24.15	
Temporary Inspector	\$30.36	
Temporary Instrument Person	\$30.36	

**Effective April 1, 2026**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>
Labourer	\$27.37	\$30.47
Summer Student	\$20.91	
Temporary Labourer (Traffic)	\$24.87	
Temporary Labourer (Works)	\$24.87	
Temporary Ticket Taker	\$24.87	
Temporary Inspector	\$31.27	
Temporary Instrument Person	\$31.27	

**TECHNICAL SERVICES****Effective April 1, 2023**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>
Party Chief	\$40.90	\$41.78	\$42.65	\$46.85
Senior Inspector	\$40.90	\$41.78	\$42.65	\$46.85
Inspector	\$31.80	\$32.61	\$33.54	\$37.33
Instrument Person	\$31.80	\$32.61	\$33.54	\$37.33

**Effective April 1, 2024**

Classification	Start	6 months	12 months	24 months
Party Chief	\$42.13	\$43.03	\$43.93	\$48.26
Senior Inspector	\$42.13	\$43.03	\$43.93	\$48.26
Inspector	\$32.75	\$33.59	\$34.55	\$38.45
Instrument Person	\$32.75	\$33.59	\$34.55	\$38.45

**Effective June 12, 2024**

Classification	Start	6 months	12 months	24 months
Party Chief	\$42.13	\$43.03	\$43.93	\$48.26
Senior Inspector	\$42.13	\$43.03	\$43.93	\$48.26
Inspector	\$36.63	\$37.42	\$38.20	\$41.97
Instrument Person	\$32.75	\$33.59	\$34.55	\$38.45

**Effective April 1, 2025**

Classification	Start	6 months	12 months	24 months
Party Chief	\$43.39	\$44.32	\$45.25	\$49.71
Senior Inspector	\$43.39	\$44.32	\$45.25	\$49.71
Inspector	\$37.73	\$38.54	\$39.35	\$43.23
Instrument Person	\$33.73	\$34.60	\$35.59	\$39.60

**Effective April 1, 2026**

Classification	Start	6 months	12 months	24 months
Party Chief	\$44.69	\$45.65	\$46.61	\$51.20
Senior Inspector	\$44.69	\$45.65	\$46.61	\$51.20
Inspector	\$38.86	\$39.70	\$40.53	\$44.53
Instrument Person	\$34.74	\$35.64	\$36.66	\$40.79

FOR TECHNICAL SERVICES, periods of service of five (5) days or more while acting in a higher position on a temporary basis, will be credited to the employee toward the service requirements for the various increments for each classification.

**WORKS****Effective April 1, 2023**

Classification	Rate
Motor Vehicle Technician	\$41.35
WPI – Mechanic	\$41.35
WP II - Loader / Grader Operator	\$31.57
WP III - Truck Driver (DZ)	\$30.37
WP IV - Truck Driver	\$29.27

**Effective April 1, 2024**

<b>Classification</b>	<b>Rate</b>
Motor Vehicle Technician	\$42.59
WPI - Mechanic	\$42.59
WP II - Loader / Grader Operator	\$32.52
WP III - Truck Driver (DZ)	\$31.28
WP IV - Truck Driver	\$30.15

**Effective June 12, 2024**

<b>Classification</b>	<b>Rate</b>
Motor Vehicle Technician	\$46.61
WPI – Hydrovac Operator	\$34.05
WP II - Loader / Grader Operator	\$32.52
WP III - Truck Driver (DZ)	\$31.28
WP IV - Truck Driver	\$30.15

**Effective April 1, 2025**

<b>Classification</b>	<b>Rate</b>
Motor Vehicle Technician	\$48.59
WPI – Hydrovac Operator	\$35.07
WP II - Loader / Grader Operator	\$33.50
WP III - Truck Driver (DZ)	\$32.22
WP IV - Truck Driver	\$31.05

**Effective April 1, 2026**

<b>Classification</b>	<b>Rate</b>
Motor Vehicle Technician	\$50.53
WPI – Hydrovac Operator	\$36.12
WP II - Loader / Grader Operator	\$34.51
WP III - Truck Driver (DZ)	\$33.19
WP IV - Truck Driver	\$31.98

**WORKS MAINTENANCE**

**Effective April 1, 2023**

<b>Classification</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>
Maintenance Contract Coordinator	\$48.97	\$49.99	\$51.04	\$52.57

**Effective April 1, 2024**

Classification	Start	6 months	12 months	24 months
Maintenance Contract Coordinator	\$50.44	\$51.49	\$52.57	\$54.15

**Effective April 1, 2025**

Classification	Start	6 months	12 months	24 months
Maintenance Contract Coordinator	\$51.95	\$53.03	\$54.15	\$55.77

**Effective April 1, 2026**

Classification	Start	6 months	12 months	24 months
Maintenance Contract Coordinator	\$53.51	\$54.62	\$55.77	\$57.44

25.01 (a) The total number of hours on duty (including driving time) is not to exceed fourteen (14) hours in any twenty-four (24) hour period. However, following any period of work fourteen (14) hours in any twenty-four (24) hour period, employees must be off work for an eight (8) consecutive hour rest period prior to reporting back to work. Should the eight (8) hour rest period extend into the employees next shift, the employee will be paid the portion of the rest period which extends into the employee’s next scheduled shift at the normal rate of pay to a maximum of eight (8) hours.

(b) Employees will be permitted, on a voluntary basis, to drive Corporation vehicles for up to sixteen (16) consecutive hours, as needed, when the Corporation declare a Hours of Service Exemption (HOSE). At all other times, Article 25.01 (a) shall apply.

Should the Corporation declare an end to a HOSE while there are still hours remaining on an employee’s sixteen (16) hour voluntary overtime shift, the employee will only be paid for the hours worked.

Should the required eight (8) hour rest period following an employee’s sixteen (16) hour shift during a HOSE declaration overlap any portion of the employee’s next regularly scheduled shift, the employee will be paid the portion of the rest period which extends into the employee’s next regularly scheduled shift at the normal rate of pay to a maximum of eight (8) hours.

25.02 Hours of Work

SECTION	REGULAR WORK WEEK AND WORK DAY	HOURS OF WORK	
		MAY 1 <sup>ST</sup> TO OCTOBER 31 <sup>ST</sup>	NOVEMBER 1 <sup>ST</sup> TO APRIL 30 <sup>TH</sup>
Fleet Services	Monday to Friday inclusive, 8 hours daily,	1 <sup>st</sup> Shift/Days 7:00 am to 3:30 pm	1 <sup>st</sup> Shift/Days 7:30 am to 4:00 pm

	with one half (1/2) hour for unpaid meal period	2 <sup>nd</sup> Shift/Afternoons 3:30 pm to 12:00 am	2 <sup>nd</sup> Shift/Afternoons 3:30 pm to 12:00 am
Technical Services (including Survey and Inspection Section)	Monday to Friday inclusive, 8 hours daily, with one half (1/2) hour for unpaid meal period	7:00 am to 3:30 pm	7:30 am to 4:00 pm
Traffic Services	Monday to Friday inclusive, 8 hours daily, with one half (1/2) hour for unpaid meal period	1 <sup>st</sup> Shift/Days 7:00 am to 3:30 pm  2 <sup>nd</sup> Shift/Afternoons 3:30 pm to 12:00 am	1 <sup>st</sup> Shift/Days 7:00 am to 3:30 pm  2 <sup>nd</sup> Shift/Afternoons 3:30 pm to 12:00 am
Works Maintenance	Monday to Friday inclusive, 8 hours daily, with one half (1/2) hour for unpaid meal period	7:00 am to 3:30 pm	7:30 am to 4:00 pm
Works Operations	Monday to Friday inclusive, 8 hours daily, with one half (1/2) hour for unpaid meal period	1 <sup>st</sup> Shift/Days 7:00 am to 3:30 pm  2 <sup>nd</sup> Shift/Afternoons 3:30 pm to 12:00 am	1 <sup>st</sup> Shift/Days 7:30 am to 4:00 pm  2 <sup>nd</sup> Shift/Afternoons 3:30 pm to 12:00 am

- (a) For Works Operations, Traffic and Fleet, the meal periods shall normally be from 11:30am to noon for day shifts, and 7:00pm to 7:30pm for afternoon shifts.
- (b) All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of the shift.
- (c) For Works Operations, Traffic and Fleet:

The City may, with consultation at a Union/Management meeting, specifically held for the purpose of establishing terms of new shifts, confirmed in writing, establish shift hours other than those set out above. It is understood that such shifts would be established on the basis of eight (8) hours daily, for a five (5) day week, Monday to Friday inclusive. No shifts will be established under this section unless the workload indicates there is work for a period of two (2) weeks. If the Union is not satisfied with the consultation, it may, within seven (7) days of the Union/Management meeting, request a meeting, specifically held for the purpose

of establishing the terms of new shifts, with the Director and Commissioner.

For the Technical Services Section and Works Maintenance:

The City may, with consultation at a Union/Management meeting, specifically held for the purpose of establishing terms of new shifts confirmed in writing, alter the starting times specified in the table above by up to one-half (½) hour in either direction. Where starting times are altered, the other times specified in the table above will be correspondingly altered. If the Union is not satisfied with the consultation process set out above, it may, within seven (7) days of the Union Management meeting request a meeting, specifically held for the purpose of establishing the terms of new shifts, with the Director and Commissioner

- (d) The Maintenance Contract Coordinators may have a hybrid work arrangement, to work remotely up to two (2) days a week, subject to City policy and operational requirements.
- (e) After sixteen (16) hours of work in a 24 hour period employees must have 8 consecutive hours of rest prior to reporting for their scheduled work.
- (f) The City agrees to maintain, in any agreements with third party contractors governing the performance of such work, a requirement that they must provide the same rest period to their employees

25.03 The City may hire the number of apprentices to correspond with the number of journeyman mechanics, who will be paid the following percentage of the rate paid to Motor Vehicle Technician:

1 <sup>st</sup> period of apprenticeship	75%
2 <sup>nd</sup> period of apprenticeship	80%
3 <sup>rd</sup> period of apprenticeship	85%
4 <sup>th</sup> period of apprenticeship	90%
5 <sup>th</sup> period of apprenticeship	95%
Once the test is written and officially have the licence	100%

When an apprentice has to attend school as part of their training, the City shall pay the apprentice in accordance with Appendix H of this Collective Agreement. Normal deductions will be made from this allowance.

25.04 When a Labourer is required to operate a tenant sweeper, rubber tire roller, bombardier, tractors for sidewalk sweeping and sidewalk snow plowing, salting, sanding and grass cutting, they will be paid as a Works Person IV while operating such machines.

25.05 In view of Motor Vehicle Technician being required to supply tools, the City agrees to pay up to one thousand and fifty dollars (\$1,050) annually.

25.06 The City will appoint lead hands as per the Matrix in Appendix I and/or where they consider supervision is necessary. Lead Hands will be paid four dollars (\$4) per hour more than their existing rate while acting in a Lead Hand capacity. The job of Lead Hand will not be subject to job posting. Employees who are interested in such Temporary Positions may identify themselves to their Supervisor in order to be eligible for such an appointment. The Lead Hand appointed will be the senior employee on a crew who has identified themselves as interested in the Lead Hand position and successfully complete any required Lead Hand training as per OHSA.

25.07 IN THE WORKS OPERATIONS, TRAFFIC AND FLEET SERVICES SECTIONS, employees required to work on shifts other than those set out in 25.02 above, will be given notice of seven (7) calendar days. In the event that such notice is not given, or that the notice is less than seven (7) calendar days, the shifts worked on the first day of the new schedule will be paid at time and one-half.

25.08 If the City requires overtime work, employees will co-operate with the City and overtime rates of time and one-half (1 ½) will be paid for all authorized time worked outside of the regular daily scheduled shift hours, save and except Sunday, which shall be paid at double (x2) the employee's regular hourly rate for all time worked.

Employees may bank overtime worked as lieu time at the rate earned during each calendar year. Employees can bank a maximum of two-hundred (200) hours from May 1<sup>st</sup> to December 31<sup>st</sup> and all such time must be reduced to not more than two-hundred (200) hours by April 30<sup>th</sup> of each year.

An employee required to work on a Paid Holiday or day celebrated in lieu thereof, will be paid at the overtime rate of pay in addition to payment for the holiday.

25.09 FOR THE WORKS OPERATIONS, TRAFFIC AND FLEET SERVICES SECTIONS, the City shall make every reasonable effort to distribute overtime work as equally as practical on a weekly basis among the employees within a classification who are, in the opinion of the City, qualified to perform the overtime work. The distribution process will be handled in accordance with the provisions of clause 25.18 which deals with "Administration of Call Out Lists." Weekly overtime worked lists will be posted in each work location for Works Operations, Traffic and Fleet Services.

25.10 Employees working a regularly scheduled afternoon or overnight shift will receive a two dollar (\$2) an hour premium for such hours. Hours worked outside of a regularly scheduled shift remain eligible for overtime but will not be eligible for this shift premium.

FOR TECHNICAL SERVICES and WORKS MAINTENANCE, in the event the City decides to establish shifts, the hours of work for each shift will be discussed with the Union Executive or the Labour/Management committee prior to any such shifts being

established.

- 25.11 An employee who is called back to work in order to meet emergency conditions, must report within a reasonable amount of time, from the time called and will receive not less than three (3) hours pay at the overtime rate. This will not apply to regular overtime assigned to an employee before the end of their shift.
- 25.12 Employees required to work a continuous shift of ten and one half (10 ½) hours or more will be granted a paid lunch period of thirty (30) minutes and will be paid a meal allowance of fourteen dollars (\$14).
- 25.13 If there is an opportunity for overtime within one (1) hour of the start of the employee's shift the Supervisor will firstly offer the overtime to any qualified employee who is in on site, such an employee will be paid for the actual time worked at overtime rates. The call back minimum will not be applicable.
- 25.14 Mechanic Crew Leader  
A premium of four dollars (\$4) will be paid to the Lead Motor Vehicle Technician appointed by the Supervisor. This premium replaces the current crew leader premium.
- 25.15 When an employee is assigned to plow the roads without the assistance of a second employee to watch the plow wing, the employee assigned to operate the plow will be paid four dollars (\$4.00) as a premium over and above their normal rate of pay.
- 25.18 Administration of the Call Out List
1. An employee absent from work due to illness will be removed from the call out list until 7:30 am of the day the employee returns to work.
  2. An employee on vacation or lieu time may elect to either remain on or be removed from the call out list for the entire period of absence as indicated on the request for time off form. Employees requesting to be removed from the call out list during vacation and lieu time will be off the call out list until 7:30 am of the day the employee returns to work. Employees requesting to remain on the call out list during vacation and lieu time will be called out for overtime outside normal working hours as required.  
  
Employees verbally requesting vacation or lieu time over the telephone prior to the start of the normal work day will remain on the call out list.
  3. With regard to pre-arranged (pre-scheduled) overtime, every attempt will be made to give as much advance warning as possible, and the call out list will be adhered to in accordance with Article 25. The call out list applicable to the closest normal working day (i.e. Monday to Friday), prior to the pre-arranged overtime will be used.

4. When overtime work is required and that decision is made prior to the Works or Traffic crews returning to the yard, the overtime work will generally be offered to the crew on duty which is presently performing the works. If any of the crew requested to work overtime declines to do so, then the call out list will be used. If the Works or Traffic crews have returned to the yard and an overtime job comes up prior to punch out, the call out list will apply but the three hour minimum overtime will not be applicable. In this case only those employees in the yard will be asked prior to calling in those employees on the call out list which are on vacation or lieu time. Where employees have left the yard (i.e. punched out) and are then called out for overtime, the call out list will apply and the three hour minimum overtime payment will be applicable.
5. Any employee on a modified work program with restrictions, LTD, or WSIB, will be removed from the call out list until such time as the appropriate medical documentation has been received to the effect that the employee may return to his normal duties.
6. When overtime work becomes available after the crews have left the yard, and if a particular call out list for a particular yard has been exhausted, then another call out list will be used for another yard. When overtime work becomes available and the crews have returned to the yard but have not left the yard and all personnel on the call out list have declined, then another call out list will be used for another yard before any personnel on vacation or lieu time and on the call out list will be called.
7. With regard to the procedure of calling out employees, the procedure issued on November 6, 1991 and updated November 26, 1997, will be adhered to at all times.
8. For the purposes of a call out list, when the work requires a W.P.III the City will exhaust the list of available and willing employees who hold a W.P.III base position before offering the work to other classifications. The City shall endeavour to distribute overtime work as equally as practical.
9. During the winter maintenance season, employees contacted in order of the call out list will be requested to come in to work in the order that calls from employees are answered until the required number of employees for overtime has been achieved.

## **ARTICLE 26 - DURATION**

- 26.01 This Agreement shall continue in effect from and including the 1<sup>st</sup> day of April, 2023 to and including the 31<sup>st</sup> day of March, 2027, and from year to year thereafter, unless either party gives notice to the other party of its desire to negotiate amendments, or to terminate the Agreement. Notice by either party that it wishes to negotiate

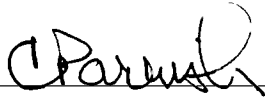
amendments or terminate the Agreement may only be given during a period of not less than thirty (30) days and not more than ninety (90) days prior to the 31<sup>st</sup> day of March, 2027, or any succeeding anniversary date of this Agreement.

26.02 The parties will meet within ten (10) days after the giving of notice to the other party for the purpose of conducting negotiations.


26.03 It is understood that during any negotiations following upon notice of amendments or of termination, either party may bring forward proposals and counter-proposals.

SIGNED AT MISSISSAUGA, ONTARIO this 31 day of March 2025.

**FOR THE CORPORATION:**

  
\_\_\_\_\_

Carolyn Parrish  
Mayor

  
\_\_\_\_\_

Diana Rusnov  
Director, Legislative Services and City Clerk

  
\_\_\_\_\_

Sam Rogers  
Commissioner, Transportation and Works

  
\_\_\_\_\_

Helen Noehammer  
Director, Works Operations and Maintenance

  
\_\_\_\_\_

Lori Kelly  
Director, Human Resources

\_\_\_\_\_

Joshua Doreen-Harfield  
HR Business Partner Manager, Employee and Labour Relations

**FOR THE UNION:**

  
\_\_\_\_\_

Domenic Taddeo,  
President, CUPE L66

  
\_\_\_\_\_

Jason Thompson  
Bargaining Committee, CUPE L66

  
\_\_\_\_\_

Danny Rocca  
Bargaining Committee, CUPE L66

  
\_\_\_\_\_

Dwayne Kavanagh Bargaining  
Committee, CUPE L66

  
\_\_\_\_\_

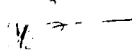
John Pontes  
Bargaining Committee, CUPE L66

  
\_\_\_\_\_

John Sutman  
Bargaining Committee, CUPE L66

  
\_\_\_\_\_

Elino Petracca  
Bargaining Committee, CUPE L66

  
\_\_\_\_\_

Cassie Bisson  
CUPE National Representative

## APPENDIX A - HEALTH AND LIFE BENEFITS

### HEALTH AND LIFE BENEFITS

<u>Benefit</u>	<u>Corporation Premium Benefit Contribution</u>
BASIC LIFE INSURANCE	100%
- 2 x Annual Salary (\$400,000 maximum benefit)	
OMERS PENSION - BASIC PLAN	50%
DENTAL PLAN	100%
- Basic Coverage/Preventive Care	
DENTAL PLAN - OPTIONAL COVERAGE	50%
- Orthodontic and Major Restorative Services	
DENTAL ODA COVERAGE	100%
- 2023 ODA Rates	
- Effective January 1, 2025, based on the 2024 ODA fee schedule	
- Effective January 1, 2026, based on the 2025 ODA fee schedule	
EXTENDED HEALTH CARE PLAN TO INCLUDE:	100%
Vision Care	
- \$450/2 calendar years	
Hearing Aids	
- \$600/24 months	
Out of Country Coverage	
Paramedical Service Coverage	
- \$1,500/year (\$50.00 per visit), subject to reasonable and customary cost maximums	
- Includes coverage for Physiotherapist, Chiropractor, Osteopath, Podiatrist, Chiropracist, Speech Therapist, Naturopath, Massage Therapist, Audiologist, Dietician, Acupuncturist, Occupational Therapist.	
LONG TERM DISABILITY (LTD) (MANDATORY)	50%
GROUP LIFE	0%
- Units of \$10,000 subject to evidence of insurability	
DEPENDENT GROUP LIFE INSURANCE (OPTIONAL)	0%

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	100%
- 2 times annual salary	
- \$400,000 maximum benefit	
SEMI-PRIVATE	100%
PAID UP RETIREE LIFE INSURANCE	100%
- \$5,000 upon approved retirement after 5 years continuous service	

## **RETIREMENT BENEFITS FOR EARLY RETIREES – RETIRED PRIOR TO SEPTEMBER 10, 2024**

The following Retiree Benefits Plan are established for CUPE 66 Works Union employees with the City paying 66 2/3 per cent of the benefit premiums. The insured coverage must remain as a complete package and includes the following:

**MAJOR MEDICAL HEALTH COVERAGE** similar to that for active CUPE 66 Works Union employees including semi-private hospital coverage *and excluding Out-of-Country coverage*. Reimbursement is at the rate of 80 per cent. The maximum out-of-pocket cost for single coverage is \$200 per year and \$400 per year for family. Thereafter, reimbursement is at 100 per cent for the remainder of the year.

**BASIC DENTAL COVERAGE** similar to that for active CUPE 66 Works Union employees. Reimbursement is at the rate of 80 per cent. The maximum out-of-pocket costs for single coverage is \$200 per year and \$400 per year for family. Thereafter, reimbursement is at 100 per cent for the remainder of the year.

**OPTIONAL MAJOR RESTORATIVE/ORTHODONTIC DENTAL COVERAGE** and reimbursement similar to that for active CUPE 66 Works Union employees.

**LIFE INSURANCE** - \$10,000 maximum coverage.

**SURVIVOR BENEFITS CONTINUANCE** - Cost sharing maintained until employee's 65<sup>th</sup> birthday.

Who is eligible?

- Full-time, CUPE 66 Works Union employees.
- Those who immediately accept an OMERS pension.
- Those who join the plan within 31 days after retirement date.
- Those less than age 65.

## **RETIREMENT BENEFITS FOR EARLY RETIREES – RETIRED ON OR AFTER SEPTEMBER 10, 2024**

Eligible employees who retire and elect for optional Retirees benefit coverage on or after September 10, 2024 shall be enrolled in and pay premiums aligned with the City Core Early Retirees Benefit plan that is in effect on September 10, 2024 and will receive any future plan changes that may occur during the term of the Collective Agreement.

**APPENDIX B - WINTER WORKS SUPERVISION**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA, ENGINEERING & WORKS DEPARTMENT**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66**

**Re: Winter Works Supervision**

---

The parties agree to the following with respect to work assignments for the annual Winter Works Programme:

- 1) Bargaining unit employees transferred to non-bargaining unit positions to assist in winter maintenance activities will continue to remain bargaining unit members. They will continue to accumulate bargaining unit seniority at the regular rate of pay and also continue to be eligible to receive their normal benefits.
- 2) During the temporary re-assignment period, the affected employees will work a 40 hour week Monday to Friday. Overtime worked will be taken at time and one half (as time off in lieu of) at a time suitable to the City prior to December 1<sup>st</sup> of each year, in accordance with the provisions of Clause 25.10 of the Collective Agreement.
- 3) Should any shortage of work occur, any layoff will be handled in accordance with the provisions of the Collective Agreement.
- 4) These temporary positions will be posted internally within the Engineering and Works Sections of the Transportation and Works Department, for interested employees to apply.
- 5) Applications will be dealt with in accordance with the provisions of the Collective Agreement and all internal applicants will receive an interview.
- 6) The parties agree that the filling of their temporary positions will not be subject to the grievance procedure.
- 7) Employees selected will be on call on a rotational basis which will be worked out in an equitable manner with the Supervisory Staff in each District.
- 8) When not required to assist in winter activities, the employees involved will be re-assigned to perform normal and related duties to the Sections from which they came.

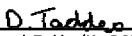
Signed on this 31<sup>st</sup> day of March 2025 in Mississauga.

**FOR THE CORPORATION**

---

Helen Noehammer  
Director, Works Operations and Maintenance

**FOR THE UNION**

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

---

Domenic Taddeo  
President, CUPE 66

**APPENDIX C - LACK OF WORK**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION of the CITY OF MISSISSAUGA**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66**

**Re: Lack of Work**

---

This will confirm the understanding reached between the parties concerning the practice in the eventuality that layoff should affect members of the bargaining unit in the future.

The parties agree that if during the term of the collective agreement, it becomes necessary to layoff bargaining unit members as the result of lack of work, all efforts will be made by the Corporation to offer those affected suitable alternate work according to their qualifications, wherever it may exist in the Corporation. To offer suitable work, job postings may be waived; a suitable trial period may be provided and related training opportunities may be provided.

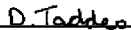
Signed on this 31st day of March 2025 in Mississauga.

**FOR THE CORPORATION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

**FOR THE UNION**

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

---

Domenic Taddeo  
President, CUPE 66

**APPENDIX D - PRESCRIPTION SAFETY LENSES**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**Re: Prescription Safety Lenses**

---

This letter will confirm the understanding reached between the City and the Union concerning the replacement of prescription safety lenses for employees due to the nature of their employment duties. The parties agree that, effective upon the date of ratification of this Collective Agreement, such employees may submit receipts to the City, once every twelve month period, for the reimbursement of reasonable costs incurred by the employee for prescription safety lenses which are to be worn while working.

This arrangement will not affect entitlement to the Major Medical Program - Vision Care Benefit.

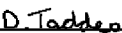
Signed on this 31st day of March 2025 in Mississauga.

**FOR THE CORPORATION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

**FOR THE UNION**

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

---

Domenic Taddeo  
President, CUPE 66

**APPENDIX E - TRAINING AND CERTIFICATION**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**RE: Training and Certification**

---

This letter will confirm the understanding reached between the parties that the Director, Works Operations and Maintenance will consider any proposals for training and certification presented by an employee. Such consideration will be given to our past practices and relevant policies.


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

**FOR THE CORPORATION**

**FOR THE UNION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

---

Domenic Taddeo  
President, CUPE 66

**APPENDIX F - BEREAVEMENT LEAVE**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**RE: Bereavement Leave**

---

If upon ratification, or during the term of this Collective Agreement, any other employee group (with the exception of Fire) receives a bereavement benefit superior to that contained in the CUPE Local 66 Collective Agreement, the benefit will replace the current Article 14.01 benefit if such amendments are desired by the Union.


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

**FOR THE CORPORATION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

**FOR THE UNION**

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

---

Domenic Taddeo  
President, CUPE 66

**APPENDIX G - OUT OF SCHEDULE SHIFTS**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**RE: Out of Schedule Shifts**

---

This letter will confirm the understanding of the parties concerning the staffing of Out of Schedule Shifts.

When any shift is established outside of the hours of work set out in 25.02, the shifts shall be staffed as follows:

1. by volunteers in order of seniority
2. in reverse order of seniority

Any premiums applicable under the Collective Agreement will be paid to any employee working an Out of Schedule shift.

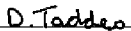
Signed on this 31st day of March 2025 in Mississauga.

**FOR THE CORPORATION**

**FOR THE UNION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

---

Domenic Taddeo  
President, CUPE 66

## **APPENDIX H - APPRENTICESHIP PROGRAM FOR MECHANICS**

### **LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**RE: Apprenticeship Program for Mechanics**

---

The requirements for the position will be posted and the qualifications will be outlined in a job description. An apprentice's seniority shall begin in the mechanic's classification from the date of the Ministry accepting their registration as an Apprentice. If the employee is returned to their former classification due to an inability to complete the program, the employee will be returned with full seniority as though they had not left the former classification.

Notwithstanding the above, in the event that an existing member of the bargaining unit has been the successful applicant for an apprenticeship vacancy, and fails to progress past their start period to the next period in the program the City will return the employee to their former classification.

The rate of wages to be paid the apprentice(s) who have been appointed from outside the bargaining unit shall be as follows:

- a) 1<sup>st</sup> period of apprenticeship; 75% of the Motor Vehicle Technician's rate
- b) 2<sup>nd</sup> period of apprenticeship; 80% of the Motor Vehicle Technician's rate
- c) 3<sup>rd</sup> period of apprenticeship; 85% of the Motor Vehicle Technician's rate
- d) 4<sup>th</sup> period of apprenticeship; 90% of the Motor Vehicle Technician's rate
- e) 5<sup>th</sup> period of apprenticeship; 95% of the Motor Vehicle Technician's rate
- f) Once the test is written and officially have the licence; 100%

In every instance, the rate of wages to be paid to the apprentice(s) who have been appointed from within the bargaining unit shall be maintained at their current rate until such time as they achieve the progress to the corresponding level of the program. They shall also receive a mileage allowance of seventy (\$0.70) cents for first 5000 kilometres, then sixty-four (\$0.64) cents after that to attend school as required for their certification.

An employee shall not progress to the next pay level until they have successfully completed both practical and academic components of the preceding period.

When an apprentice has to attend school as part of their training, the City shall pay the apprentice their normal rates while attending the course. Normal deductions will be made from this allowance. Should the Apprentice not successfully complete the course requirements or who may choose to leave the company during such Apprenticeship, will be responsible for reimbursing the full cost of both the tuition fees and wages for the course(s) attended.

1<sup>st</sup> year apprentice

Full cost of wages while attending course and cost of course

2 <sup>nd</sup> year apprentice	Full cost of wages while attending course and cost of course
3 <sup>rd</sup> year apprentice	Full cost of wages while attending last two (2) courses and the cost of the last course
4 <sup>th</sup> year apprentice	Full cost of wages while attending last two (2) courses and the cost of the last course
5 <sup>th</sup> year apprentice	Full cost of wages while attending last two (2) courses and the cost of the last course

While in the apprenticeship program, apprentices shall not be permitted to apply for job postings. Once qualified, should the Mechanic voluntarily leave the City reimbursement of costs will be as follows:

Within one (1) year of certification	50% of all costs associated with wages and course tuition fees while attending all academic sessions
Within two (2) years of certification	30% of all costs associated with wages and course tuition fees while attending all academic sessions
Within three (3) years of certification	10% of all costs associated with wages and course tuition fees while attending all academic sessions
Within four (4) years of certification	5% of all costs associated with wages and course tuition fees while attending all academic sessions

An apprentice's tool allowance shall be paid in full as per Article 25 of the Collective Agreement. An apprentice, who resigns employment with the City during the year, will either return the tools purchased in that year or the allowance received for that years' entitlement.

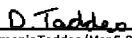
Signed on this 31st day of March 2025 in Mississauga.

**FOR THE CORPORATION**

**FOR THE UNION**

---

Helen Noehammer  
Director, Works Operations and Maintenance

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)  
Domenic Taddeo  
President, CUPE 66

## **APPENDIX I - GUIDELINES FOR LEAD HAND PAY**

### **LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**RE: Guidelines for Lead Hand Pay**

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This letter outlines the responsibilities when the lead hand premium will be paid.

1. 2 or more vehicles in crew or
2. 3 or more employees in crew (including lead hand)
3. Must perform the following:
  - a. Ensuring work orders are carried out to acceptable City standards and that related documentation is properly completed.
  - b. Arranging for and returning in good condition all the supplies and equipment required to carry out job assignments.
  - c. Ensuring proper safety procedures are adhered to by all crew members as it relates to safety wear (hard hats, boots, gloves, glasses) and proper job site safety procedures (traffic control, equipment use, etc.). Responsibility extends to advising and notifying non-compliant employees and advising Foreman/Supervisor of non-compliance.
  - d. Making reasonable job specific decisions about materials used/substituted and how to carry-out tasks based on physical location and potential restrictions. Decisions which require significant deviation from the job work order will be brought to the attention of the Foreman/Supervisor.
  - e. Determining appropriate break times based on workflow.
  - f. Acting as the primary contact with the public regarding inquiries/complaints while on the job site. Decision to refer to Foreman/Supervisor will be discretionary based on individual circumstances.
  - g. Determining the order in which the assignments will be carried out based on an efficient and logical routing to minimize down time.

- h. Assessing the situation and seeking permission in the event of overtime.
  - i. Other reasonable duties may be assigned
4. Special projects/training of other employees.
  5. The attached matrix provides current examples of when the lead hand premium is either paid or not paid. When revisions are made, management will provide the Union with a revised copy.
  6. Additional examples may be added to the “Matrix: Examples where one (1) person gets paid lead hand premium” and the Union will be provided with any additional examples.

**MATRIX: EXAMPLES WHERE 1 PERSON GETS PAID LEAD HAND PREMIUM**

<b>ACTIVITY</b>	<b>NUMBER IN CREW INCLUDING CREW LEADER</b>	<b>ESTIMATED NUMBER OF VEHICLES</b>
Asphalt repair	3 or more	Could be several vehicles and pieces of equipment
C/B Manhole Repairs, Concrete Repair, Forming Repair and Forming Preparation	3 or more	Could be several vehicles and pieces of equipment
C/B painting	3 or more	1 or more vehicles
Coring	2 or more	1 vehicle and equipment
Culvert thawing	2 or more	1 vehicle and equipment
Ditching and culvert installation	3 or more	1 or more vehicles
Emergency response(special project)	2 or more	1 or more vehicles
Feeding sidewalk equipment	3 or more	1 or more vehicles
Guiderail maintenance	2 or more	1 vehicle and equipment
Headwall repair	2 or more	1 or more vehicles
Hoisting/boom truck	2 or more	1 or more vehicles
HydroVac Trailer	2 or more	1 or more vehicles
Inlets/outlets	2 or more	1 or more vehicles
Inventory of various types	1 or more	Special project
Leaf pick up with vacuum machine	2 or more	1 or more vehicles or equipment
Loader/ Operator (Yard)	1 or more	1 vehicle

Monitoring paint contractor	1 or more	1 vehicle
Night patrol	1 or more	1 vehicle
Painting crew	2 or more	1 vehicle and equipment
Shoulder maintenance	2 or more	1 or more vehicles
Sidewalk grinding	2 or more	1 vehicle and equipment
Snow removal	2 or more	1 or more vehicles
Sod crew	2 or more	1 or more vehicles
Special traffic control project	2 or more	1 or more vehicles
Training of employees	1 or more	Special project
Walkway and spring cleaning	2 or more	1 or more vehicles
Litter Pick up	2 or more	1 or more vehicles
Sign Maker and Assistant	1 or more	N/A

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

**FOR THE CORPORATION**

**FOR THE UNION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

*D. Taddeo*  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

---

Domenic Taddeo  
President, CUPE 66

**APPENDIX J - MERGERS AND AMALGAMATIONS**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**RE: Mergers and Amalgamations**

---

The Parties agree that they share a mutual desire to keep each other informed in the event that the Province considers the potential merger or amalgamation of the City of Mississauga with other municipalities. The Employer shall notify the Union in writing as soon as reasonably possible upon becoming aware of the decision to proceed with a significant restructuring. Following such notification, the Employer and the Union agree to convene a meeting to discuss the potential impacts of the significant restructuring on the Union's members within the Works Operations and Maintenance division. In instances of significant restructuring, CUPE Local 66 will endeavor to work with the Employer to have affected Employees' interests considered through the process of significant restructuring. The Union acknowledges that this agreement does not guarantee specific outcomes.

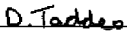
Signed on this 31st day of March 2025 in Mississauga.

**FOR THE CORPORATION**

**FOR THE UNION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

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Domenic Taddeo  
President, CUPE 66

**APPENDIX K - BANKED TIME FOR PRESIDENT OF CUPE LOCAL 66**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**RE: Banked Time for President of CUPE Local 66**

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The parties agree that for the term of the collective agreement, an annual bank of fifty (50) total days will be established for the President of CUPE Local 66 when requested by the President to attend to Union business pertaining to CUPE 66 (WOM), 66-01 (Dispatchers Unit) and 66-02 (Animal Services) and 66.03 (Parking Enforcement). The bank will be administered by the Department from which the Union President works. Time taken from this bank, in either hours or days, will be reimbursed to the City by the Union. It is understood and agreed that all leave from duty must be pre-approved by the Manager.

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


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

**FOR THE CORPORATION**

**FOR THE UNION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

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Domenic Taddeo  
President, CUPE 66

**APPENDIX L - UNION WAIVER FORM**

**UNION WAIVER FORM**

I fully understand this meeting/interview may result in discipline.

With this knowledge, I \_\_\_\_\_  
(print name)

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

Date \_\_\_\_\_ Employee Number \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

Employee Signature \_\_\_\_\_

**APPENDIX M – CALL OUT LIST PROCEDURE**

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**and**

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

**RE: Call Out List Procedure**

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Administration of the Call out List – (November 26, 1997 Memo attached)

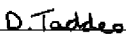
Signed on this 31st day of March 2025 in Mississauga.

**FOR THE CORPORATION**

**FOR THE UNION**

---

Helen Noehammer  
Director, Works Operations and  
Maintenance

  
Domenic Taddeo (Mar 5, 2025 13:02 EST)

---

Domenic Taddeo  
President, CUPE 66



6. When overtime work becomes excessive and the employee's particular cut out for a particular yard has been exhausted, the yard will be used for another period. When overtime work becomes excessive and the employee is referred to the yard but has left the yard and all periods of overtime have been exhausted, then another will be used for another yard for any person's overtime. The employee will be notified by the yard.

With regard to the policy of adding employees out with overtime assignments in their respective areas, the procedure set forth in November 8, 1961, copy is which is attached, will be adhered to at all times.

8. For the purpose of this agreement, let the WU membership of the yard be determined by the yard. The yard is directed by Article A-1 of the current Union Agreement when the yard is referred to for overtime assignments.

9. Overtime assignments shall be made by the yard. The yard shall be responsible for the overtime assignments. The yard shall be responsible for the overtime assignments. The yard shall be responsible for the overtime assignments.

Trust that this will be a fair and equitable agreement for all concerned in the department.

*[Handwritten signature]*

Medin Powell  
 Manager

**SC 100's**

- Steve Barr
- Steve Barr
- Steve Barr
- Maintenance
- Kathy Barr
- Steve Barr
- PHI Ferris