

**COLLECTIVE  
AGREEMENT**

**between**

**THE CORPORATION  
OF THE CITY OF LONDON**

**and**

**LOCAL UNION NO. 101  
(Canadian Union of Public Employees)  
London, Ontario**

**2011 - 2014**



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THIS AGREEMENT RATIFIED ON the 20<sup>th</sup> day of December 2010.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the Corporation)

OF THE FIRST PART

-and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO.101  
(hereinafter called the Union)

OF THE SECOND PART

Whereas in the interest of the efficient conduct and administration of the City's affairs, it is desirable and necessary that there shall obtain harmonious relations between the City Council, the Heads of the Departments and City employees; fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service, security of tenure of office and promotion within the service.

This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees. It is the desire of both parties to co-operate in maintaining a satisfactory relationship between the Corporation and its employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions which may arise from time to time.

NOW THEREFORE to effectuate the foregoing, the Corporation hereby covenants and agrees with the Union as follows:

#### **ARTICLE 1 - RECOGNITION AND SCOPE**

1.0 The Corporation recognizes the Union as the exclusive bargaining agent for all the Corporation's employees save and except the following:

- Those employees of the Corporation who are represented as bargaining agent by Local No. 107 (Outside Workers), or by Local No. 220, Service Employees International Union, Dearness Home, CAW-Canada, Local 302 (National

Automobile, Aerospace, Transportation and General Workers Union of Canada), or by The London Professional Firefighters' Association.

- Dr. John Dearness Home Management and Administrative staff.
- And, with respect to positions within the former Parks and Recreation Department, staff at the Golf Courses, program staff at the Aquatic Centre (except full time Deck Supervisors) and casual staff defined as employees working less than twenty four (24) hours per week and employees hired for the period between April 1 and Thanksgiving who perform work other than that evaluated and classified in Schedule "A".
- Security Guards.
- Those Management and Administrative positions exempted by virtue of the provisions of the *Ontario Labour Relations Act* or agreement of the Parties, a list including the name of the person occupying the position, which shall be provided to the Union by December 31<sup>st</sup> each year.

## **ARTICLE 2 - UNION SECURITY AND CHECK-OFF**

2.1 All present employees shall become or remain, as the case may be, members of the Union; and all persons who may hereafter become employees covered by this Agreement, shall become members after ninety (90) calendar days of employment and shall maintain such membership, all as a condition of continuing employment.

2.2 Once each month so long as this Agreement continues to operate, the Corporation will deduct from the remuneration of each employee who is covered by this Agreement and to whom any remuneration is due in that month, an amount equal to the employee's regular monthly Union dues or part thereof. The Union shall notify the Chief Human Resources Officer of the Corporation in writing of the amount of such dues or such part thereof from time to time.

2.3 In addition to the dues in Article 2.2, the Corporation shall similarly deduct from the remuneration of each such employee such sum as may constitute the total of any monthly assessments adopted by the Union as a contribution to the social and general welfare of the Union. The Union shall notify the Chief Human Resources Officer of the Corporation in writing of the amount of any such assessments.

2.4 All sums deducted pursuant to this Article shall be remitted by the Corporation to the Treasurer of the Union once each month together with a list of names of all employees from whose remuneration Union dues and assessments were so deducted. The Corporation shall notify the Union of terminations of employment and of newly hired employees in the pay period following the pay period in which the status of employment changed.

2.5 The Union shall indemnify and save the Corporation harmless from and against all claims and demands brought or made against the Corporation by an employee as a result of the deductions and remittance by the Corporation to the Union of dues and assessments pursuant to this Article; provided that this section does not apply to a request by the Union for correction and adjustment of any error in the deduction or remittance of Union dues or assessments.

2.6 The Corporation will inform affected employees of the provisions in this article and give all permanent employees and all temporary employees hired for more than twelve (12) weeks a copy of the Collective Agreement. During the first day at work the employees noted above will be introduced by a Manager to the Union Steward.

2.7 When employees who were paying Union dues prior to being laid off are returned to work within twelve (12) months of being laid off, the employees will start paying union dues upon return to work in accordance with Articles 2.2 and 2.3.

2.8 The Union shall have the right to post notices and bulletins that may be of interest to the Union and its members on Corporate Bulletin Boards and on the Corporate Intranet, subject to the approval of the Chief Human Resources Officer or designate. Permission is not required for routine postings of meetings, seminars and conferences.

2.9 Employees shall be permitted to solicit membership for the Union on Corporation property outside of actual hours of assignment of any employee soliciting or being solicited and during recognized breaks.

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

3.1 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to hire, lay-off, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for proper cause; provided that a claim of discriminatory promotion or demotion, or a claim that an employee has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provisions of Article 15 of this Agreement.

3.2 The Union further recognizes the undisputed right of the Corporation to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its plants or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be contrary to the provisions of this Agreement.

3.3 The Corporation recognizes the foregoing Articles 3.1 and 3.2 are subject to such provisions, regulations and/or restrictions governing the exercise of these rights as are provided in this Agreement and are subject to the right of the Union and/or the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.4 The Corporation endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Corporate policy and the Collective Agreement, including the grievance procedure for resolving complaints of harassment that may arise.

#### **ARTICLE 4 - UNION-MANAGEMENT RESPONSIBILITIES**

4.1 All employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances deliberately delay, shirk or cause delay to any work through grievances but will carry on with their work while any grievance is being investigated. Executive Directors will not discriminate against employees who have requested investigation into an alleged grievance and all parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.

4.2 The Corporation and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matters of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or in the administration of any of the provisions of this Collective Agreement by reason of any grounds prohibited under the Ontario Human Rights Code, nor by reason of the employee's membership or activity in the Union, or for any other reason.

4.3 The Corporation and the Union recognize that this Agreement is subject to all government regulations as they apply to employees who have served, are now serving, or may in the future serve in the Armed Forces.

4.4 The Corporation and the Union acknowledge that the Ontario Human Rights Code, the Employment Standards Act, the Ontario Labour Relations Act, and the Occupational Health and Safety Act shall apply to all employees. Any greater right or benefit contained in these Acts shall prevail.

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

5.1 Subject to Article 5.2 of this Agreement, the Corporation will recognize the following Committees of employees for the respective purposes shown. All Committees will consist of equal representation of the Union and the Corporation. Subject to Article 5.3 of this Agreement, employees shall not suffer any loss of remuneration in performing any committee work associated with the Committees listed as follows:



- (a) *The Bargaining Committee* shall consist of not more than six (6) representatives of the Union for the purpose of negotiating this Agreement and its renewal.
- (b) *The Union – Management Committee* shall consist of three (3) Union and three (3) Management representatives. Effective January 1, 2008 at least two of the active Management members will be Human Resources Representatives and at least two of the active Union members will be members of the Union's Executive. The purpose of this Committee is to improve relations between the Corporation and its employees from the bargaining unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings. This Committee shall not have jurisdiction over wages or any other matter relating to collective bargaining, including the administration of this Agreement. This Committee shall not supersede the activities of any other Committee of the Union or the Corporation and it shall not have the power to bind either the Union, its members or the Corporation to any decisions or conclusions reached in its discussions. This Committee shall have the power to make recommendations to the Union and to the Corporation with respect to its discussions and conclusions. Necessity for a meeting will be indicated by a letter from one party to the other containing an agenda of the subjects to be discussed. The parties will meet at a mutually acceptable time.
- (c) *The Joint Job Evaluation Committee* shall consist of not more than six (6) Union and not more than six (6) Management representatives as required for the purpose of measuring the relative value of jobs within the scope of the bargaining unit. This Committee shall evaluate jobs within the employee group.
- (d) *The Joint Clothing Committee* shall consist of three (3) Union and three (3) Management representatives for the purpose of determining the nature and specifications of clothing and safety equipment outlined in Article 19 and Schedule "B" of this Agreement.
- (e) *The Joint Health and Safety Committee - City Hall* shall consist of four (4) Union and four (4) Management representatives for the purpose of performing the duties prescribed by the Occupational Health and Safety Act, R.S.O. 1990, Chapter 0.1, and as further outlined in the Terms of Reference, jointly agreed to by the parties.
- (f) *The Joint Health and Safety Committee -Market Tower* shall consist of four (4) Union and four (4) Management representatives for the purpose of performing the duties prescribed by the Occupational Health and Safety Act, R.S.O. 1990, Chapter 0.1, and as further outlined in the Terms of Reference, jointly agreed to by the parties.

- (g) The *Joint Health and Safety Committee – Satellite Centres* shall consist of three (3) Union and three (3) Management representatives for the purpose of performing the duties prescribed by the Occupational Health and Safety Act, R.S.O. 1990, Chapter 0.1, and as further outlined in the Terms of Reference, jointly agreed to by the parties.
  - (h) Any other Joint Health & Safety committee that may be required to comply with the provisions of the Occupational Health and Safety Act, R.S.O. 1990, Chapter 0.1.
  - (i) *The Grievance Committee* shall consist of not more than three (3) Union representatives for the purpose of investigating and processing grievances as outlined in Articles 15 & 16 of this Agreement.
  - (j) *The Return To Work Committee* shall consist of three (3) Union and three (3) Management representatives for the purpose of returning those employees from the bargaining unit with occupational or non- occupational disabilities or diminished capacity to gainful employment, with the main objective to return those employees to their regular predisability work.
  - (k) *The Joint Charity Chest Fund Committee* shall consist of four (4) Union and four (4) Management representatives for the purpose of encouraging employees from the bargaining unit and Management to make charitable donations, predominately through payroll deductions and special events, and to grant such donations to local charities on behalf of the employees.
  - (l) *The Classification Review Committee* shall consist of four (4) Management representatives and four (4) representatives for the Union for the purpose of reviewing positions excluded from the Bargaining Unit. The Committee shall operate in accordance with the related terms of reference dated January 21, 2003.
- 5.2
- (a) The Corporation will not be required to recognize or deal with employees on any of the Committees in Article 5.1 unless those employees have acquired seniority under Article 6 and the Union has notified the Chief Human Resources Officer in writing of the names of such employees and the Committees of which they are members from time to time. The Union will also notify the Chief Human Resources Officer in writing on an annual basis, or as changes occur, of the names of the Executive and Stewards of the Union.
  - (b) The Corporation will notify the Union on an annual basis of its representatives on the Committees listed in Article 5.1.

5.3 No employee who is a member of the Executive or other Committee listed in Article 5.1 shall leave their work on Union business without first obtaining permission from their appropriate Management supervisor. Committee members shall receive their regular pay for such leaves of absence only if such leave pertains to this Agreement and consists of meeting with Management representatives during normal hours of work. Permission for such leave from the immediate Management supervisor will be granted unless there are extenuating circumstances which would adversely affect the services of the Corporation. In the event of permission not being granted the reasons for refusal will be confirmed in writing by the immediate Management supervisor.

5.4 A full time representative of the Union may attend meetings of any Committees of employees.

5.5 An employee may be a member of more than one of the said Committees.

5.6 It is the policy of the Parties that all correspondence between them, other than grievances or correspondence arising out of grievances, shall pass to and from the Chief Human Resources Officer and the Secretary of the Union.

5.7 All agendas of the City Council and the Board of Control are to be sent to the Union at the same time they are sent to the members of the said Council and Board. All minutes, if any, of the meetings of the Council are to be similarly sent to the Union, provided that the Union shall not be entitled to receive any minutes concerning or relating to meetings of the said Council which are held in camera.

## **ARTICLE 6 - SENIORITY**

- 6.1 (a) As used in this Agreement, "seniority" means length of continuous service with the Corporation, calculated from the date upon which the employee last commenced employment with the Corporation.
- (b) Seniority as follows:
- (i) Where two or more employees have the same effective date of hire the precedence in position on the seniority list will be determined by lottery.
  - (ii) All affected employees must be present, numbers will be drawn and sub-seniority dates established.
  - (iii) The affected employees will sign a letter acknowledging their sub-seniority date.

6.2 An employee shall be considered a probationary employee until the employee has worked sixty-five (65) days (which period may be extended by mutual agreement of the parties in writing) after which the employee's name shall be placed on the seniority list mentioned in Article 6.3 and the employee's seniority shall date back to the date of the employee's last hiring.

6.3 The Corporation will maintain a seniority list showing each employee's name, department, the date upon which seniority commenced and job classification. The seniority list will be updated by the Corporation quarterly and posted on the Intranet and on all Bulletin Boards. Complaints about the accuracy of a seniority list will be considered within thirty (30) days of the date of such posting and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.

6.4 Employees who are absent from work due to illness or accident for less than one year (which may be extended for further periods of time) or who are on approved leave of absence or serving in the Armed Forces shall continue to accumulate seniority during the period of such absence or service.

6.5 All seniority rights of an employee shall cease for any one of the following reasons:

- (a) The employee resigns.
- (b) The employee is discharged and not reinstated through the grievance or arbitration procedures.
- (c) The employee fails to return from leave of absence without notifying the Corporation at least twenty-four (24) hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible.
- (d) The employee is absent from work without permission for five (5) or more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Corporation to have been due to causes beyond the employee's control.
- (e) The employee is retired pursuant to the terms of this Agreement or retires.

6.6 An employee who accepts a temporary position outside of the bargaining unit shall retain earned seniority ("retained seniority") subject to the following rules:

- (a) Retained seniority shall be calculated as of the day the employee leaves a union position for a non-union position.
- (b) No additional seniority shall accumulate until the employee returns to a union position.

- (c) While the employee is in a non-union position, retained seniority shall not be recognized for any purpose and specifically shall not be used for job posting or layoff purposes.
- (d) Notwithstanding any other provisions of this Agreement, no employee in a union position shall be displaced as a result of the return of any employee to the bargaining unit (with retained seniority).
- (e) If the employee with retained seniority is successful under Article 8, the retained seniority will immediately be valid for all purposes.
- (f) An employee transferred out of the bargaining unit can be returned to their previous permanent position if the return occurs within twenty-four (24) months of transfer.

6.7 An employee who accepts a permanent position outside the bargaining unit shall forfeit all rights covered under this Agreement.

#### **ARTICLE 7 - RECLASSIFICATION AND REVISION OF POSITIONS AND NEW POSITIONS**

7.1 The Parties agree to the provisions of the Job Evaluation Booklet which is considered to form part of the Collective Agreement between the parties.

7.2 Prior to finalization of redundancies, a subcommittee of the JE Committee will be established to interview the manager regarding the impact and any redistribution of duties, for the purpose of determining the ramification on jobs.

Whenever the Corporation proposes to reclassify or revise any of the jobs in Schedule " A " to this Agreement or to establish a job of a nature not already classified in this Agreement; or to declare redundant any of the said jobs and thereby transfer any of the functions of the redundant job to other jobs within the bargaining unit; the foregoing shall be done in accordance with the Job Evaluation Booklet. Employees may request re-evaluation of their jobs in accordance with the terms of the Job Evaluation Booklet.

7.3 The Corporation shall maintain and keep current a database of job descriptions which have been agreed to in writing by the Parties. The Corporation shall ensure that the Union has access to this database in order that it may obtain copies of revised or new job descriptions. Subject to Article 7, the job descriptions mentioned in this Article do not form part of this Agreement and are intended for the guidance of the Parties.

7.4 The Parties agree that the Job Evaluation process is not intended to circumvent the promotion procedures as provided in this Agreement.

**ARTICLE 8 - STAFF CHANGES, ADDITIONS AND PROMOTION**

- 8.1 (a) Whenever a new job is established in accordance with Article 7, or, there is a permanent vacancy in any of the positions covered by this Agreement and the Corporation proposes to fill such vacancy, the following shall apply:
- The Corporation will post up a notice of the new position or permanent vacancy in all Departments of the Corporation for a period of five (5) working days excluding the date of posting.
  - In this Agreement the expression "permanent vacancy" means a vacancy caused by such events as promotion, resignation, retirement or discharge, and which is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an employee.
- (b) The notice will contain the name of the department, a summary of the job description for the position, the number of employees required to fill the position, the salary range or rate of pay, weekly hours of work, and the name of the official to whose attention applications are to be directed, and, where the position is under review by the Joint Job Evaluation Committee, a notation indicating that status.
- (c) Employees may apply for a permanent position vacancy in a salary range equal to their present position, or, employees may apply for any permanent position in a salary range which is lower than their own. The requirements of this Article shall apply.
- 8.2 (a) Employees who wish to apply for any posted vacancy shall make application in writing (supplying the information required by the Corporation on forms supplied by the Corporation or on electronic format) to the Chief Human Resources Officer during the period of five (5) working days mentioned in Article 8.1 (a) and shall set out their qualifications in their applications. Except for permanent employees in the trial period for a non-permanent position, employees in a trial period are ineligible to apply for a posted vacancy unless the posting would result in a promotion to a higher job classification. Any successful applicant will be selected within a reasonable time after such posting as follows:
- Applicants will be considered in accordance with their seniority as defined in Article 6.1 (a) of this Agreement and seniority will govern in making the appointment, provided the senior employee possesses the necessary skill, ability and qualifications to perform the duties involved.

If there is no applicant or no successful applicant from the Bargaining Unit, the Corporation may then fill the permanent vacancy from outside the Bargaining Unit.

- (b) Whenever any posted vacancy is filled, a notice containing the name of the employee promoted or the name of the newly-hired employee, the position in question and the effective date of the appointment shall be posted on all bulletin boards within and for five (5) working days and a copy of the notice shall be forwarded to the Secretary of the Union as soon as practicably possible following such appointment; provided the employee shall, subject to Article 8.3, be paid the applicable rate for such position commencing on the date the employee was required to assume the duties thereof.
  - (c) If no one is placed, pursuant to Article 8.3, in the permanent vacancy or vacancies, as the case may be, within sixty (60) working days after the date of such posting, both the posting and any application shall be deemed to have been withdrawn.
- 8.3
- (a) The successful applicant under Article 8.1 (a) will be placed in the permanent vacancy for a trial period of sixty five (65) days worked. The trial period may be extended by mutual agreement of the Parties in writing and such agreement shall not be unreasonably withheld. If the employee proves satisfactory, the employee will then be confirmed in the employee's new classification. Management may, in its discretion, confirm such an employee after the employee has worked forty (40) days in the new classification. If the employee proves unsatisfactory during the trial period, or if the employee is unable to perform the new duties, the employee will be returned to the employee's former position at the employee's former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. The status of temporary employees who are so returned to the employee's former position or duties, shall not be altered as a result of such placing and return, nor shall they thereby acquire seniority, notwithstanding any other provision of this Agreement.
  - (b) If the successful applicant is returned to the employee's former position under this clause, the Corporation will give consideration to those employees who are unsuccessful applicants for the initial vacancy and should the Corporation place any employee in the permanent vacancy, paragraph (a) of this clause shall apply.

**ARTICLE 9 - REMUNERATION AND INTERVIEW**

- 9.1 (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. No amendment or change in the rates or classifications in Schedule "A" shall become effective until agreed upon by the parties or as implemented pursuant to Article 7.
- (b) Employees covered by this Agreement shall be paid bi-weekly.
- (c) Salary increases through the salary progression steps shall be as provided in Schedule "A".

9.2 The Corporation, through the respective Executive Director, or an appointee, may interview each employee periodically but no more than three (3) times per year with the appraisal form to be read by the employee. The employee will be provided a copy of the completed appraisal form.

9.3 When employees are assigned on a temporary basis for more than five (5) consecutive working days to perform the duties of a job in a higher classification, they will be paid the next higher of the two rates for the replacement period retroactive to the first day of such replacement. However, if the next higher rate is not at least seven hundred and twenty five dollars (\$725.00), higher than their annual rate, their annual rate shall be adjusted by a minimum of seven hundred and twenty five dollars (\$725.00). No temporary assignment shall be utilized to deprive employees with seniority of the opportunity of appointment to a position per the provision of Article 6 or Article 8.

- 9.4 (a) When employees are promoted from one job classification to another, they shall be paid the next higher rate as provided in Schedule "A".

However, if the next higher salary rate does not result in at least seven hundred and twenty five dollars (\$725.00) increase, their salary shall be adjusted by an amount of a minimum of seven hundred and twenty five dollars (\$725.00). The adjustment may result in the employee receiving a salary which does not appear in Schedule "A". Future salary increases shall be in accordance with Schedule "A".

- (b) When employees are the successful applicant for positions in lower classifications than their own, or demoted to a position in a classification lower than their own, employees shall be paid the job rate of the lower classification, if employees are at the job rate in the current position. If employees are at an intermediary salary rate, they shall be placed at the salary rate closest to their own in the new classification.



- 9.5 (a) Where employees move from one job classification to a higher classification on a permanent basis, through the provisions of Article 8, the initial rate of pay shall be as determined under Article 9.4 and lateral salary increases shall be adjusted to the next higher rate in the new classification on each anniversary date or semi-annual (whichever is applicable) date of the appointment there to.
- (b) i) Where employees move from one job classification to a higher job classification on a permanent basis, through the provisions of Article 7 , the rate of pay in the new classification shall be at the same salary progression step as the employee was in the previous classification. As a result of re-evaluation, the employee's anniversary date remains unchanged.
- ii) Where employees move from one job classification to a lower job classification by the Joint Job Evaluation process, their salary shall be "red-circled" at their current rate of pay until the salary rate in the new classification reaches and surpasses the "red-circled" rate.
- iii) If red-circled employees' positions are declared redundant and they bump into a position with the same classification, they will maintain their red-circled salary.
- (c) Where permanent employees are hired by the Corporation and receive a rate of pay greater than the starting rate in the job classification, they shall be credited, for the purpose of lateral salary increases, with having completed that period of service in the new classification to which their new rate of pay relates, and lateral salary increases shall accordingly be adjusted to the next higher rate within the classification on the anniversary date or semi-annual (whichever is applicable) date of appointment thereto.
- 9.6 (a) When permanent employees are engaged in a temporary assignment and return to their regular classification, they will return at the rate of pay which they would have normally received had they continued in their regular classification.
- (b) When permanent employees are engaged in a temporary assignment and are the successful applicants for the same posted temporary or permanent position within a three (3) month period, they will receive the higher of the rate of pay they would have normally received had they continued in the original temporary assignment, or the rate under Article 9.4 (a).
- 9.7 If permanent employees on a temporary assignment are the successful applicant for the same job on a permanent basis under the relevant terms of Article 6 or of Article 8, and

such permanent appointment is consecutive to the temporary assignment, the permanent anniversary date of appointment shall be established as the date on which the temporary assignment commenced.

9.8 Employees temporarily assigned by Management to a position with a lower pay classification shall be paid at their regular rate.

#### **ARTICLE 10 - HOURS OF WORK, SHIFT, OVERTIME, CALL OUT, STAND-BY, MEAL ALLOWANCE**

- 10.1 (a) A normal work week shall be thirty-five (35) hours consisting of five (5) seven (7) hour normal work days (Monday to Friday) commencing at 8:30 a.m. and ending at 4:30 p.m. with one (1) hour off for lunch. Lunch hours may be on a staggered basis as arranged by the Executive Director, or the appropriate Management supervisor provided, except in cases of emergency, no employee's lunch hour shall commence earlier than 11:30 a.m. or later than 1:30 p.m.
- (b) The Parking Bylaw Enforcement Officers' normal work week shall be thirty-five (35) hours, consisting of four (4) days of eight and three quarter ( $8\frac{3}{4}$ ) hours each (Monday to Saturday) within the time of 8:00 a.m. to 6:00 p.m. with one (1) hour off for lunch.
- (c) The Environmental Services Department employees working at Operations Centres shall have a normal work week of thirty-five (35) hours consisting of five (5) days of seven (7) hours each, Monday to Friday inclusive, commencing at either 8:00 a.m. and ending at 3:30 p.m. each day with half ( $\frac{1}{2}$ ) hour off for lunch or commencing at 7:30 a.m. and ending at 3:00 p.m. each day with a half ( $\frac{1}{2}$ ) hour off for lunch. Lunch period is to be on a staggered basis arranged by the Executive Director, or the appropriate Management Supervisor, among the affected employees and to commence not earlier than 11:00 a.m. and not later than 12:30 p.m. each day.
- (d) Separate hours of work are provided in the appendix for employees transferred from CUPE Local 4. When a former CUPE Local 4 position becomes permanently vacant and the Corporation intends to fill the vacancy, a meeting will be convened between Management and the Union for the purpose of discussing the hours of work of the position to be posted. The hours of work will be governed by the needs of the operation in which the position is situated.
- 10.2 (a) As used in this Article, the expression "shift" shall mean any eight (8) hour period made up of seven (7) working hours and one (1) hour off for lunch, for any consecutive five (5) day period, Monday to Friday, other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift

falls shall be determined by the day on which it commences. For the purpose of this Agreement, only the following jobs are to be scheduled on such shifts:

- Supply Clerk
- Inventory Control Clerk
- Provincial Offences Officers

The Supply Clerk may be required to work a split shift only under extenuating circumstances and not to exceed seven (7) hours per day. The Supply Clerk will be paid double (2x) the applicable shift premium when required to work a split shift.

- (b) A "shift" for the Facilities Services Custodial or Maintenance Staff under the direction of the City Engineer shall mean any seven and one half (7½) hour period made up of seven (7) working hours and one half (½) hour off for lunch, for any consecutive five (5) day period, Monday to Friday, other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences.
- (c) A "shift" for the employees in the Technology Services Division and for Tourism London Inc., shall mean any eight (8) hour period made up of seven (7) working hours and one (1) hour off for lunch, for any consecutive five (5) day period, other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences.
- (d) Notwithstanding the provisions of Article 10.1 (a), Environmental Control Laboratory staff may be required to work shifts to cover a twenty-four (24) hour period for a maximum of ten (10) times a year for the purpose of conducting twenty-four (24) hour surveys. Should such shifts be required, employees will receive the applicable overtime premium as overtime to be banked and observed as time off in accordance with Article 10.8(b).
- (e) Notwithstanding the provisions of Article 10.1 (a), Management may set shifts starting no later than 2:00 pm with double shift premium for employees assigned to attend regularly scheduled meetings of Council, standing committees and subcommittees of Council.

10.3 All hours of shift shall be deemed to be included in the calendar day on which the shift started. All shift workers' schedules shall provide a minimum of sixteen (16) hours off, (fourteen and one quarter (14¼) hours in the case of Parking Bylaw Enforcement Officers) excluding lunch periods between the employees' scheduled shifts, and therefore any time

worked between the scheduled shifts shall be paid as overtime, but this shall not limit overtime work.

- 10.4 (a) An employee who is required to work a shift shall be paid in addition to their normal rate a shift premium of one dollar and twenty cents (\$1.20) for each hour worked, but not for absence from work by reason of illness.
- (b) In addition to the shift premium referred to in part (a), a weekend premium of one dollar (\$1.00) per hour in addition to the employee's normal rate of pay for all regular hours worked between midnight Friday and midnight Sunday to employees referred to in Article 10.2(c) of this Agreement, but not for absence from work by reason of illness.

10.5 The expression "overtime" shall mean any period of time worked outside a normal work day or shift, or outside thirty-five (35) hours in any calendar week, but not both, and shall not include call out under Article 10.9. Where practical, overtime opportunities will be offered on as equitable basis as possible within job classification, work area and work assignment.

- 10.6 (a) Any employee who is required to work overtime or on a holiday, as the case may be, shall be paid as follows:
- (i) On a normal work day or shift day (Monday to Saturday) - time and one-half ( $1\frac{1}{2}$  x).
  - (ii) On a regularly scheduled day off (except Saturday) - double time (2 x).
  - (iii) On a Sunday - double time (2 x).
  - (iv) On a holiday - double time (2 x) in addition to holiday pay.
- (b) No employee shall receive both overtime payment and shift premium for the same hours worked.
- (c) No employee shall be laid off work in any week merely for the reason that they have worked overtime.

10.7 No employee shall work overtime unless authorized by a Executive Director or delegate.

- 10.8 (a) Executive Directors may, in their discretion, allow time off to employees when they request casual time off for a particular purpose provided the employees agree to make up the time on an hour for hour basis. Such time off shall not be

utilized to extend annual vacations or circumvent payment of overtime and shall be limited to a maximum of three (3) hours in any one (1) instance.

- (b) Instead of a cash payment for overtime, employees may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon between the employees and their Executive Director up to a maximum of five (5) days to be used by calendar year end. The five (5) day maximum may be exceeded with Management approval. In extenuating circumstances if accumulated overtime is unable to be observed, the accumulated amount will be paid out by calendar year end.

10.9 Employees called to work outside of their normal working hours and/or shift shall be paid a minimum of three (3) hours at the applicable premium rate or the actual time worked at the applicable premium rate, whichever is the greater.

10.10 Employees covered by this Agreement who are required to work overtime, as defined in Article 10.5 and Appendix 1, Article 14.01, shall be entitled to a meal allowance of fourteen dollars (\$14.00) provided they work:

- (a) A minimum of two (2) hours overtime consecutive to the normal work day or shift, or
- (b) A minimum of three and one half (3½) hours cumulative overtime in one (1) day either immediately following the normal work day or shift or following a two (2) hour interval outside their normal work day or shift.
- (c) A minimum of three and one half (3½) hours overtime on a regular day off.

10.11 Employees shall be entitled to a fifteen (15) minute break period in the forenoon and in the afternoon or in each half of each shift, as the case may be.

10.12 Employees who are on stand-by shall be paid while on stand-by at the regular rate of pay for the following hours:

- two (2) hours for each of Saturday and Sunday.
- four (4) hours for each of the holidays in Article 11.
- one (1) hour for each evening (evening being defined as all of the period of time from the cessation of normal working hours on one (1) day to 8:30 a.m. on the following day) other than a Saturday, a Sunday or a holiday evening.

10.13 Employees who are required by Management to attend a training course, conference or seminar:

- (a) Shall be paid their normal rate for a normal day only. Travel time or course time that is in addition to regular working hours will be accommodated within the Letter of Understanding re: Flexible Work Schedule Program Guidelines.
- (b) Will be reimbursed for related expenses which are pre-approved in accordance with the applicable Corporate policies and procedures.

**ARTICLE 11 - HOLIDAYS**

11 .1 All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid at the regular rate of pay for each of the following holidays:

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

and any other day declared by a competent authority to be a holiday within the meaning of the Bills of Exchange Act. An employee in receipt of wage replacement benefits, not including Workplace Safety and Insurance Board Benefits, will receive the difference between the wage replacement benefit received and 100% of regular pay for paid holidays falling within the disability period. Such amounts to be payable upon return to work.

11.2 In addition to the foregoing, the one-half (½) working day preceding Christmas Day and the one-half (½) working day preceding New Year's Day shall constitute an additional paid half holiday, provided however, the Christmas half (½) holiday and the New Year's half (½) holiday will be observed on the working day preceding the respective holiday except when Christmas Day and New Year's Day fall on a Saturday, Sunday or Monday, in which case the half (½) holiday will be observed on the preceding Friday afternoon.

11 .3 Whenever any of the above holidays falls on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

11.4 Subject to Article 11.3, employees who are required to work on any of the said holidays shall be paid in accordance with Article 10.6.

11 .5 The one (1) lieu day as mentioned in Article 11.1 shall be afforded to the employee with seniority by the employee's Executive Director at a mutually agreeable time within the current calendar year.

**ARTICLE 12 - VACATIONS**

12.1 For the purpose of determining vacation entitlement the "vacation year" is defined as the twelve (12) month period starting July 1 and ending June 30 of the following year.

12.2 Employees who have less than one (1) year's seniority (as defined in Article 6.1) prior to the 1st day of July in a year shall be entitled to one (1) day's vacation with pay for each completed month of service up to a maximum of ten (10) working days vacation with pay.

Vacation entitlement each year, per the attached table, is dependent on the years of service attained by June 30<sup>th</sup> in a year.

2 Weeks vacation	After 1 year
3 weeks vacation	After 2 years
4 weeks vacation	After 8 years
5 weeks vacation	After 15 years
6 weeks vacation	After 24 years

12.3 An employee's vacation shall be taken in the twelve (12) months following the first of July in each year in which it is earned. A maximum of five (5) days may be carried over beyond the twelve (12) month period into the next year. The five (5) day maximum carryover may be exceeded with the approval of the applicable Executive Director. Such permitted postponed vacation time may be accumulated to a total of thirty (30) working days over a period of years. Notwithstanding this provision, no earned vacation shall be lost by an employee as a result of being unable to take same because of illness for which full salary is continuing from accumulated Sick Leave credits, or, as a result of a compensable accident, which illness or compensable accident does not permit the employee to complete their vacation allowance prior to the expiry of the twelve (12) months following which it is earned.

12.4 Employees who become hospitalized during an approved vacation, may substitute such sick leave as they have owing to them and will be granted alternative vacation days equivalent to the number of vacation days hospitalized (excluding non-scheduled work days) providing that:

- (a) They were hospitalized in a recognized institution and verification of this is received by Management.

- (b) The alternative days are taken at a time mutually convenient to the employee and Management.

12.5 No employee shall be permitted to forego their vacation period so that they may be paid in lieu of time off for vacation.

- 12.6 (a) Two (2) vacation planners per year as per chart outlined below will be introduced with Planner #1 covering the period June 1 to November 30 and Planner #2 covering the period December 1 to May 31. On or before the 5th day of March and September in each year, the Corporation will circulate a vacation planner so that employees may write in their choice of vacation dates. When preparing the semi annual vacation schedule, the Corporation shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority within the work area or division as appropriate. The vacation schedule shall be completed on or before the 15th day of April and October as the case may be and when completed, copies shall be posted on the bulletin boards in the Departments or Divisions concerned for the information of the employees.

**Circulate Planner**

Planner #1	March 5
Planner #2	September 5

**Deadline for Selection**

Planner #1	April 1
Planner #2	October 1

**Posting of Schedule**

Planner #1	April 15
Planner #2	October 15

**Periods Covered**

Planner #1	June 1 to November 30
Planner #2	December 1 to May 31

- (b) If any employee fails to list their choice of vacation dates on or before April 1<sup>st</sup>, and October 1<sup>st</sup> as the case may be the Executive Director or the appropriate Management Supervisor shall require them to make a decision. Failing to promptly reply, the employee shall lose seniority preference for vacation purposes for that year.



12.7 In order to receive a pay advance for vacation, an employee shall make a request in writing to the Chief Human Resources Officer not less than three (3) weeks in advance of the date the vacation is to commence. Such an advance shall cover only the pay period or pay periods falling within the employee's vacation.

12.8 In the event of the death of employees, their heirs or their estate shall be entitled to receive such vacation pay as may stand to the employee's credit.

12.9 Each person who has been employed by the Corporation on a temporary basis shall be paid vacation pay in accordance with The Employment Standards Act unless the Collective Agreement provides a greater benefit for temporary employees.

12.10 The vacation pay which is due to an employee under this Agreement shall not include overtime but shall include shift premium. Vacation pay shall be calculated upon the basis of annual salary on the date vacation commences.

12.11 Employees absent from the workplace, in receipt of Short Term Disability, Long Term Disability or Workplace Safety & Insurance Board benefits, for greater than twelve (12) consecutive months will not continue to earn vacation credits until such time as they return to work for the Corporation.

## **ARTICLE 13 - HOSPITAL, MEDICAL, SICK LEAVE, PENSIONS, GROUP INSURANCE**

### **13.1 Health and Wage Loss Insurance Plans**

- (a) The Corporation will pay 100% of the premiums for the said health plans, as set out below:
- The Ontario Health Insurance Plan.
  - The Liberty Health Supplementary (or equivalent coverage) to the Ontario Health Insurance Plan maximum prescription dispensing fee seven dollars and fifty cents (\$7.50) (unless maximum ODB dispensing fee is greater, and provide for voluntary generic substitution except on express instruction of physician).
  - Liberty Health Extended Health Care Benefits Plan, or equivalent coverage, which will include coverage for prescribed CPAP machines, no deductible will apply for single or family coverage. The plan will include the Deluxe Travel Plan.
  - Chiropractic, Osteopath, Naturopath, Podiatrist, Physiotherapist, Speech Pathologist, Masseur, Chiropodist and Psychologist coverage

for a total of one thousand, four hundred dollars (\$1,400.00) per year.

- Hearing Aid Coverage, no lifetime maximum.

Employees and dependents are encouraged to participate in the Health Care Partnership (HCP) to access reduced prescription fees as charged by the network pharmacies.

- (b) The Corporation will pay one hundred percent (100%) of the premiums for the dental plans, or equivalent coverage, as set out below. It shall be required of all employees electing such coverage to pay the balance of said premiums.

- Liberty Health Dental Plan #9 with current Ontario Dental Association Fee Schedule Benefits.
- Dental Rider #3 (orthodontics), on a 50/50 co-insurance basis with no deductible, and with a maximum lifetime benefit level of two thousand, five hundred dollars (\$2,500.00).
- Pit and Fissure Rider and, Space Maintainers, no age limit.
- Liberty Health Dental Plan Rider #4, (Major Restorative) on a 50/50 co-insurance basis with no deductible.

There is a nine (9) month recall provision for dental checkups for adults only (dependents excluded).

- (c) (i) The Corporation will pay one hundred percent (100%) of the premiums for a Vision Care Plan in conjunction with the Extended Health Care Plan providing for a benefit of three hundred dollars (\$300.00) in twenty-four (24) months, with a twelve (12) month prescription rider plus loss or breakage replacement up to the maximum dollar amount. Employees shall pay fifty percent (50%) of the premium of such plan; the five twelfths (5/12ths) portion of the E.I. premium reduction rebate for employees (respecting wage loss programs) shall be paid to the employer and shall be deemed to cover the cost of this benefit, whether same is actually more or less than the rebate.

- (ii) An eye exam once every twenty-four (24) consecutive months up to a maximum amount of eighty dollars (\$80.00) per exam for employees only. Effective January 19, 2011, an eye exam once every twenty-four (24) consecutive months up to a maximum amount of ninety dollars (\$90.00) per exam for employees and eligible dependants.

- (d)(i) Enrolment in the benefit plans outlined in (a), (b), and (c) will be the first of the month following month of hire unless date of hire is prior to the 15th of the month in which case coverage will include the month of hire.
- (ii) Existing dependent coverage shall be extended to include unmarried, unemployed dependant children over twenty-one (21) years of age, but under twenty-five (25) years of age in fulltime attendance at a school, college or university.
- (e) For employees retiring with twenty (20) (fifteen (15) for the term of the Collective Agreement) or more years of service and enrolled in the above insurance plans prior to retirement the Corporation will continue to provide coverage in the above insurance plans from date of retirement to age sixty-five (65).

Appendix "A" attached to this Agreement outlines additional provisions for these retirement group insurances.

- (f) The Ontario Drug Plan is an offset to drug coverage under the plan(s) of insurance and the annual deductible shall be covered by the plan(s) of insurance. Covered drugs are identified in the insurer's drug formulary (which may change from time to time).

### **Sick Leave**

13.2 Employees in the bargaining unit shall be entitled to the sick leave and retirement gratuity benefits as per the following:

- (a)i) Effective October 1, 1985, permanent employees with a seniority date prior to February 1, 1985, shall be eligible to a credit of one (1) day sick leave credit for each month of service with the Corporation. Such credits shall be cumulative.
- ii) Permanent employees with a seniority date on or after February 1, 1985, shall earn one (1) day (seven (7) hours) of sick leave credit for each complete month during which they worked all scheduled hours. (Provincial Offences Officers will earn one (1) day (eight point seven-five (8.75) hours). Vacation, Statutory Holidays, Bereavement leave, casual time off, time off in lieu of overtime, authorized Union Business or leave prescribed by the Employment Standards Act, 2000 are considered hours worked. Such earned credits shall be cumulative.

Sick leave credits will accumulate to a maximum of eighty-five (85) days. [For employees hired after February 1, 1985, sick leave credits in excess of eighty-

five (85) days may be used until the balance is reduced to the cap of eighty-five (85) days]

An absence (or absences) for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences was greater than two (2) days (fourteen (14) hours or for Provincial Offences Officers seventeen point five (17.5) hours) or more.

- (b) Employees, after acquiring seniority with the Corporation shall be eligible to receive sick leave, at full salary or wage rate, for any time lost by illness to the full extent of Sick Leave Credits available to them at the time of such absence. Employees who will be absent from work for any reason, including reasons of illness for which they will be claiming the use of sick leave credits, are required to so advise the appropriate Management supervisor or designate at the beginning of each absence.
- (c) Except as otherwise herein provided, the number of days employees are absent on account of illness shall be deducted from their cumulative Sick Leave Credits.
- (d) If their absence due to such sickness extends beyond a pay period, their pay shall, to the extent of their accumulated sick leave credits, be continued during such absence provided they give or cause the giving of prompt notice of their sickness.
- (e)i) Employees who have been off work for illness or accident for five (5) days or more may be required to contact the Occupational Health Nurse or Physician during the first day upon return to work.
- ii) Employees who are absent because of sickness for three (3) days or more shall, on request, provide the Executive Director with a certificate from a qualified physician certifying as to their inability to return to work and on similar request, shall do so as the Executive Director may require. The employer shall pay 50% of the normal and customary fee, if applicable, for the certificate mentioned, or obtain a certificate from the Corporation physician.
- (f) Re-employed personnel of the Armed Forces shall receive the same Sick Leave Credit for the time spent in the Forces as they would have received had they remained with the Corporation.
- (g) Sick Leave Credit earned by service in any Department shall be credited to the employee concerned, and sick leave pay to which the employee is entitled shall be authorized by the Department in which the employee is employed at the time of illness.

- (h) Employees with a seniority date prior to February 1, 1985, and who are, at the time of their retirement, actively engaged at their duties or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one (1), but not both, of the following basis:
- i) On the date of retirement, such employees may be granted a sick leave gratuity in cash equal to their salary, wages or other remuneration for one-half ( $\frac{1}{2}$ ) the number of days standing to their credit and in any event not in excess of the amount of one-half ( $\frac{1}{2}$ ) year's earnings at the rate received by the employees immediately prior to termination of employment; or
  - ii) With the consent of their Executive Director, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employees may be granted retirement leave with full pay for a period equal to one-half ( $\frac{1}{2}$ ) the number of days standing to their credit and in any event, not in excess of a period of six (6) months. Such leave shall be completed as of the date of normal retirement.

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (i) Employees with a seniority date prior to February 1, 1985, and who on termination of their employment with the Corporation have at least seven (7) years of service; or the Estate of such employees who die while in the employ of the City, having at least seven (7) years service, shall be entitled to receive pay for the period equal to one-half ( $\frac{1}{2}$ ) the number of days standing to their credit and, in any event not in excess of the amount of one-half ( $\frac{1}{2}$ ) year's earnings at the rate received by the employee immediately prior to termination of their employment.

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (j)i) Whenever employees, formerly employed by another municipality or local board which had established a sick leave credit plan under the provisions of the Municipal Act, or any private Act of the Corporation of the City of London, become employees of the Council of the Corporation of the City of London, without interruption of employment by another employer, the Chief Human Resources Officer shall ascertain, in writing, the extent of the sick leave credits, if any, standing to their credit in the plan of the municipality or local board formerly employing the employee, and the Chief Human Resources Officer shall take such action as may be necessary to place such sick leave credits to the new employees credit in the records of the City of London.

- ii) Employees who give notice of absence due to sickness may be required to produce evidence of sickness reasonably satisfactory to the Chief Human Resources Officer. In the event the Corporation requests an employee who is absent on sick leave to submit to a medical examination by a physician appointed by the Corporation, the Corporation shall be entitled to a copy of the physician's report.
- iii) Employees eligible for income indemnity or long term disability insurance do not earn sick leave credits for any time they were so eligible, unless the employee returns to active employment, at which time the employee would receive those credits which they would have otherwise earned.

### **Preventative Medicine**

13.3 The Corporation and the Union will co-operate in promoting a program of preventative medicine in order to reduce incidence of illness among employees.

### **Pensions**

- 13.4 (a) The Corporation and the Union agree to the Ontario Municipal Employee's Retirement System and the Canada Pension Plan as established.
- (b) Effective January 1, 1976, the Corporation agrees to provide an OMERS Supplementary Type II Pension Plan – two percent (2%) formula all service (past and future) updated to January 1, 1976 -normal retirement age of sixty-five (65) years with total cost paid by the Corporation. For purposes of clarity, this Plan will be provided for and will cover all employees who retire, or who have retired, subsequent to January 1, 1976 and prior to April 30, 1981.
- (c) Effective May 1, 1981, the Corporation agrees to provide an OMERS Type I Past Service Supplementary Pension Plan two percent (2%) formula -normal retirement age of sixty-five (65) years, with the total cost paid by the Corporation. For purposes of clarity this Plan will be provided for, and will cover, all employees who retire subsequent to May 1, 1981 and will replace the OMERS Type II Supplementary Pension Plan referred to in Article 13.4(b) of this Agreement.

13.5

An employee shall retire from the employ of the Corporation no later than the end of the month in which the employee's sixty-fifth birthday occurs.

## Life and Wage Loss Insurance Plans

13.6(a) The Corporation will pay 100% of the premiums [except as otherwise noted below] for:

- i) A Group Life Insurance Plan under which the life of each employee who is covered by this Agreement will be insured to the extent of two and one-half (2½) times an amount equal to the employee's annual salary calculated to the next one thousand dollars (\$1,000.00) up to a maximum of one hundred thousand dollars (\$100,000.00). The cost of the coverage will be one hundred percent (100%) paid by the Corporation.

An Accidental Death & Dismemberment (AD&D) Insurance Plan under which the life of each employee who is covered by this Agreement will be covered to the extent of two and one-half (2½) times an amount equal to the employee's annual salary calculated to the next one thousand dollars (\$1,000.00) up to a maximum of one hundred thousand dollars (\$100,000.00). The cost of the coverage is one hundred percent (100%) paid by the Corporation.

Dependent life insurance in the amount of fifty thousand dollars (\$50,000.00), on the life of the spouse of the employee, and in the amount of twenty-five thousand dollars (\$25,000.00), on the life of each unmarried dependent child of the employee is optionally available to each participant at the entire premium cost of the employee concerned. The definition of dependent includes children to age twenty-one (21) or to age twenty-five (25) if the child is in full time attendance at an educational institute. Election of coverage must occur within thirty-one (31) days of becoming eligible.

The disability waiver of premium benefit will be provided to age sixty-five (65), and the Corporation will pay one hundred percent (100%) of costs.

Employees will be insured under a Short Term Disability Plan which will provide a maximum benefit equal to seventy percent (70%) of an employee's regular weekly gross pay (amount equal to an employee's annual salary divided by fifty-two (52)) for new claims. Eligible employees who are medically disabled and unable to work will be entitled to weekly benefits commencing five (5) working days following the onset of the disability or upon the exhaustion of their accumulated sick leave credits pursuant to Article 13.2, whichever is later. The Short Term Disability benefit will be paid to a maximum of twenty-six (26) consecutive weeks for any individual medical disability which renders the employee unable to perform work.

The maximum benefit is eight hundred dollars (\$800.00) per week.

- (b) The Corporation shall pay an amount equal to one hundred percent (100%) of the premiums for the insurance mentioned in Clause (a) of this Article, except as otherwise noted. Participation in such group insurance plans shall be mandatory and shall be a condition of employment.
- (c) All permanent active employees, and new permanent employees upon completion of the probationary period will receive a Long Term Disability Insurance Plan under which insurance an employee who is sick and thereby unable to work will be paid seventy percent (70%) of gross regular earnings at the time the employee became sick; benefits under this said Long Term Disability Insurance shall commence one hundred ninety-six (196) days after the employee became sick, or upon the exhaustion of their accumulated sick leave credits pursuant to Article 13.2, together with any indemnity insurance benefits, whichever is later. The benefit shall continue until the earlier of recovery, death of the employee, or until the employee reaches age sixty-five (65).

The maximum monthly benefit is three thousand dollars (\$3,000.00). Further information in respect of this plan is set out in Appendix "B".

The Corporation shall pay one hundred percent (100%) of the premium cost of Long Term Disability Insurance.

- (d) An employee who receives Short Term or Long Term Disability Plan Benefits will be paid the difference between those benefits and their regular daily pay for any of the paid holidays listed in the Collective Agreement which occur during a period of absence for which those benefits were paid. The aforementioned difference will be paid to the employee following their return to work.
- (e) The Corporation shall continue the payment of the Employer's share of medical premiums in Article 13.1 for all employees in receipt of Short Term or Long Term Disability Benefits.

13.7 All of the insurance mentioned in this Article shall be as particularly described and set forth in the respective policy or policies of insurance. Any dispute over payment of benefits under any such policy or policies shall be adjusted between the insured or the beneficiary under such policy and the insurer concerned, but the Corporation will use its best efforts to adjust and settle any such dispute.

13.8 Every employee shall be fully responsible for keeping the City informed of changes in marital status or number of dependents. An employee who is entitled to reduced hospitalization or medical benefit premium, because of a change in their dependency status,



and who fails to notify the City of such change, shall be responsible for the extra premium expense paid by the City on their behalf because of such failure to notify, and this extra cost shall be deducted from the employee's wages.

13.9 The Corporation will secure the policies outlined in this Agreement from the insurer(s), and the Corporation has the exclusive right to select such insurer(s), provided the insurer(s) maintain equal or better coverage.

13.10 For the purpose of Medical, Extended Health, Dental, and Life Insurance Coverage, spouse shall include same sex and common law spouse as defined by the Insurance Carrier.

#### **ARTICLE 14 - REHABILITATIVE ASSIGNMENTS AND WORKPLACE SAFETY AND INSURANCE**

14.1 The Corporation and the Union agree jointly to a workplace rehabilitation program aimed at returning employees with occupational or non-occupational disabilities or diminished capacity to gainful employment with the main objective to return the employee to the employee's regular pre-disability work.

14.2 The Corporation will provide, wherever practical, temporary rehabilitative work assignments to employees who may become temporarily disabled, and the Corporation and the Union agree that employees requiring rehabilitative work assignments will be given preference to such suitable work as is available and which they may be qualified to perform.

14.3 An employee to whom this Article applies shall be subject to an examination by the Corporation's Occupational Health Physician or another physician selected by the Corporation. If it is deemed appropriate for the employee to be assessed through an Independent Medical Examination, representatives of the Corporation and the Union will consult and agree in advance on expenses for expense sharing. The medical information obtained through such an Independent Medical Examination will be provided only to the employee and to the Corporation's Occupational Health physician.

14.4 The employer shall make available to the Union through the Health and Safety Committee or upon request, copies of any Supervisor's Report of Injury relating to its members.

14.5 Where employees are absent as a result of an accident while at work, or illness inherent to occupation, and, as a result, are receiving Workplace Safety and Insurance Board (WSIB) benefits, as awarded by the WSIB, they shall be paid by the Corporation the difference between their regular pay and the Board's award and the employees shall be paid such amount for the period of the award or until such time as the employees cease to draw salary from the Corporation. If such employees are not eligible for-WSIB benefits, they shall receive sick leave pay according to this Agreement and the time off shall be deducted from their Sick Leave Credits.

Effective June 1, 1987, for new workers' compensation claims, where employees are absent as a result of an accident while at work, or illness inherent to occupation, and, as a result, is receiving workers' compensation, as awarded by the workers' compensation board, they shall be paid by the Corporation the difference between their regular net pay as calculated by the workers' compensation board and the board's award and the employees shall be paid such amount for the period of the award or until such time as the employee ceases to draw salary from the Corporation. Those payroll deductions not included in the calculation of regular net pay as calculated by the board will be deducted after the net is determined. Paid holidays specified in Article 11.1 occurring during the workers' compensation absence will accumulate for observance only upon return to work.

14.6 Employees applying for WSIB benefits will continue to be paid by the Corporation to the extent that sick leave credits are available to that employee, pending adjudication of their claim by the WSIB. Sick leave credits will be reinstated to the extent a claim is approved.

#### **ARTICLE 15 - GRIEVANCE PROCEDURE**

15.1 (a) It is the mutual desire of the Corporation and the Union that all complaints and grievances shall be resolved as quickly as possible.

Notwithstanding Article 5.3, Stewards may have such time as is reasonably required during normal working hours to investigate grievances or employee complaints which may otherwise lead to grievances, and shall receive their regular pay for such absence, provided that permission is first obtained from their appropriate Management supervisor. Such permission will not be unreasonably withheld.

(b) All meetings at which grievances are processed shall be held in camera.

(c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in this Article. Any employee who appeals directly to any elected official shall thereby forfeit all rights under this Article and under Articles 16 and 17.

(d) A grievance under this Agreement shall be defined as any difference or dispute between the Corporation and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.

(e) The time limits fixed in this Article and in Article 16 may be extended by consent of both parties to this Agreement.

15.2 In the event of a grievance of an employee, the employee shall take the matter up within and not after five (5) working days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. A policy grievance or group grievance shall be taken up within and not after ten (10) working days after the date of the incident giving rise to the grievance or the aggrieved party ought reasonably to have become aware of such incident or circumstances.

15.3 The following is the procedure which shall be adhered to in processing grievances, save as otherwise provided in this Article and in Article 17:

#### **Step No.1**

The employee shall discuss the matter with their appropriate Management Supervisor and an attempt shall be made to adjust the employee's complaint. At the request of either the appropriate Management supervisor or the employee, one member of the Union Grievance Committee shall be present during such discussion.

#### **Step No.2**

If the complaint is not settled within and not after five (5) working days of the date of discussing the complaint with the employee's appropriate Management Supervisor (or if no decision is received from the employee's appropriate Management Supervisor within five (5) working days after such decision ought to have been given), the complaint shall be reduced to a written grievance and the aggrieved employee, and one member of the Union Grievance Committee, may formally submit the grievance to the Chief Human Resources Officer or designate. The Chief Human Resources Officer or designate, who may have the assistance of the employee's Executive Director, or their nominee as required, shall take the matter up with the Grievor and the Grievance Committee member within ten (10) working days after the date of the presentation of the grievance to the Chief Human Resources Officer or designate. If the grievance is not settled within that period of time, the Union may, within and not after twenty (20) working days after that date, refer the grievance to Arbitration under Article 16.

- 15.4 (a) A grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the grievance procedure.
- (b) A policy grievance of the Corporation shall be in writing and may be initiated by the Chief Human Resources Officer or designate delivering the grievance to the President of the Union, or, in his/her absence to another officer of the Union. If any such grievance is not settled within fifteen (15) working days of the date of such delivery the Corporation may refer the grievance to Arbitration under Article 16.

- (c) An interdepartmental grievance filed by an employee shall be taken up at Step 2 of the grievance procedure.

## **ARTICLE 16 - ARBITRATION**

16.1 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within fifteen (15) days, the appointment shall be made by the Ontario Ministry of Labour Office of Arbitration upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs. The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the Chairperson.

16.2 Where both parties agree, a single arbitrator with the same limitation and powers as a Board of Arbitration may be substituted for a Board of Arbitration, except it is understood that either party may apply for a sole Arbitrator under the "expedited arbitration" provisions of the Ontario Labour Relations Act.

## **ARTICLE 17 - DISCHARGE AND DISCIPLINE CASES**

17.1 In the event an employee who has attained seniority is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the grievance procedure.

- 17.2 (a) If an employee is suspended without pay pending investigation, a decision will be made by Management within three (3) days to confirm or cancel the suspension or to adjust the length of suspension, except that in extenuating circumstances when a decision cannot be reached within three (3) days,

Management and the Union will meet to determine whether or not the employee shall be returned to work during a period of further investigation.

- (b) If the suspension is cancelled, the employee shall receive pay for all normal time lost. If the suspension is found to be valid, the date of suspension shall be retroactive to the first day of suspension.
- (c) Management shall not suspend or discipline an employee without a steward being present, except in circumstances where an employee is suspended pending investigation, in accordance with 17.2 a) and b). In the latter case, the Union shall be informed as soon as practicable and in no event later than one working day after the commencement of the suspension.

17.3 Where an employee's grievance against his/her discharge or discipline duly comes before an Arbitration Board, the Board may make a ruling:

- (a) Confirming the Corporation's action, or
- (b) Reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his/her case), or
- (c) Disposing of the grievance in any other manner which may be just and equitable.

17.4 Management may discipline or dismiss a probationary or other non-seniority employee for any bona fide reason provided it does not act in bad faith and this shall constitute a lesser standard for the purposes of section 43.1 of the Ontario Labour Relations Act.

## **ARTICLE 18 - PROTECTION OF EMPLOYEE'S POSITION**

- 18.1 (a) The Corporation agrees that it will not put out for tender or contract or employ any person or persons or group of persons for any job now filled by any employee falling within the scope of this Agreement, so as to have the effect of depriving employees covered by this Agreement of their employment.
- (b) Persons who are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, so as to have the effect of depriving employees covered by this Agreement of employment, except as mutually agreed upon by the parties.

18.2 Technological Changes and Reorganization

- (a) When the Corporation is considering introducing significant technological changes or reorganizations such that either the employment status or pay classification of employees covered by this Agreement will be affected, the Corporation agrees to notify the union as far in advance as possible providing known details of the change and the foreseeable effects and repercussions on employees. Thereafter the employer agrees to notify affected employees. Such information will be updated as new developments arise or modifications to plans are made.
- (b) Training Benefits - where, as the result of such change, new or greater skills are required than previously required, the Parties recognize the mutual responsibility both of affected employees and the employer to ensure that skills upgrading is undertaken. To the extent practical in consideration of operating efficiencies, and giving special consideration to the senior affected employees, the Corporation will provide employees with opportunities during working hours to develop such skills within a reasonable time frame. The Corporation will make reasonable efforts to develop a skills upgrading plan which may include external courses of instruction.

#### **ARTICLE 19 - CAR AND CLOTHING ALLOWANCE**

- 19.1 (a) Employees required to use their own cars on City business shall receive a mileage allowance in accordance with the Corporate policy in place from time to time or forty cents (\$0.40) per km, ~~effective August 20, 2008~~ whichever is greater

The Corporation shall designate the employees who are required to use their cars as aforesaid provided that upon one month's written notice to that effect, an employee will no longer be required to use their car on the Corporation's business and at the end of that month, car allowance will cease.

Employees called into work, outside of business hours, will be paid mileage calculated from their place of work to the work assignment destination.

- 19.1 (b) Employees required to use their own vehicle for Corporation business will be reimbursed for parking expenses incurred upon submission of proper receipts.

19.2 The Corporation agrees to provide at its own expense to active employees an issue of clothing and safety equipment as set out in Schedule "B" of this Agreement.

19.3 The Joint Clothing Committee will determine the nature and specifications of such clothing and safety equipment.

19.4 Summer clothing will be issued on or before the first day of May and winter clothing on or before the first day of October.

19.5 The Corporation will pay one hundred dollars (\$100.00) per year, on a pro rata basis per month, to employees designated by the Corporation to carry heavy, dirty or bulky equipment in their personal automobiles while engaged in the Corporation's business.

19.6 The Corporation will provide at its expense prescription glasses for employees required to operate video display terminals, provided such glasses are prescribed, monofocal, and ground for the specific focal length required for such use. The Corporation's cost is restricted to the cost of the lens, and basic frames.

## **ARTICLE 20 - UNION CONFERENCE, CONVENTION OR SEMINAR**

20.1 Leave of absence with pay and without loss of seniority shall be granted to not more than three (3) employees who are elected or appointed to represent the Union at a conference, convention or seminar which may include other conference, convention or seminar related Union business.

20.2 An employee who is elected or appointed to a full-time elected position with the Union shall be granted leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority, for a maximum period of two (2) terms in office, which terms shall not exceed four (4) consecutive years.

An employee who is selected or appointed to a full-time position with the Union shall be granted up to twelve (12) months leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority.

While on such leave of absence, the employee may make across-the-counter payments to continue their medical, hospital, pension and other benefits under this Agreement.

Upon the expiration of either of such types of leave of absence, employees shall resume duties with the Corporation, or shall be considered to have tendered resignation from the employ of the Corporation if they fail to return at that time.

## **ARTICLE 21 - LEAVES OF ABSENCE**

21.1 Employees who are summoned to serve as a juror or are required by writ of subpoena to appear in court as a witness will be paid their regular pay for the time the employee is required to be in court, provided they present to the Corporation the process which required their presence in court and pays over to the Corporation the amount received by the employee as such juror or witness.

21.2 An Executive Director may grant leave of absence without pay in case of personal emergency.

21.3 The Corporation will provide pregnancy and parental leaves in accordance with the Employment Standards Act, Province of Ontario.

21.4 Leave of absence shall be granted with pay to an employee required to attend a formal Hearing to become a Canadian citizen.

21.5 At the discretion of the Executive Director, employees shall be allowed leave of absence without pay and without loss of seniority to upgrade their education.

Notwithstanding the provisions of the Collective Agreement, group insurance benefits, service accumulation, the payment of holiday pay, and the earnings of vacation credits shall cease thirty (30) days after the commencement of an Educational Leave and will not resume until the employee returns to active employment.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

22.1 Two (2) members of the Union shall be given time off, with pay, to attend funerals of City employees.

- 22.2 (a) In the case of the death in the immediate family, namely: spouse, child, step-child, mother, step-mother, father, step-father, sister, brother, step-sister, step-brother an employee shall be permitted to be absent for not more than five (5) days with pay.
- (b) In the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, or grandchild an employee shall be permitted to be absent for not more than three (3) days with pay.
- (c) For a relationship beyond that such as uncles, aunts, cousins, nephews nieces, sisters-in-law and brothers-in-law, spouse's grandparents, spouse's aunt, spouse's uncle, the employee shall be permitted to be absent for one (1) day with pay.
- (d) Where special circumstances arise, the time limits in this section (22.2) may be extended by up to two (2) days at the discretion of the Executive Director.
- (e) If bereavement leave occurs during an employee's scheduled vacation or an employee's illness, time off will constitute bereavement leave pursuant to Article 22 and any vacation or sick leave credits used will be re-instated to the extent that Article 22 would allow.



- (f) Spouse will be deemed to include a common law spouse or same sex spouse.

### **ARTICLE 23 -TEMPORARY ASSIGNMENT**

23.1 The provisions of this Article apply when the Corporation proposes an appointment to a temporary assignment, by filling:

- (a) A permanent position on a non-permanent basis, or
- (b) A non-permanent position and it is agreed that the Corporation has the right to do either, in accordance with this Article.

23.2 A position is:  
"non-permanent" if it has an anticipated duration of twenty-four (24) months or less.

23.3 An employee is:  
"non-permanent" if not entitled to seniority pursuant to this Agreement.

23.4 Notice of a temporary assignment which has an anticipated duration of more than fifteen (15) weeks shall be posted. Such notice shall state the anticipated duration of the temporary assignment. The posting will indicate whether it is a permanent or non-permanent position being filled by temporary assignment.

23.5 Applications from permanent employees will be considered for posted temporary assignments in accordance with Article 8.2(a) and if successful the applicant shall be subject to the trial period outlined in Article 8.3(a). It is noted that a permanent employee, appointed to a temporary assignment, subsequently successful for a second temporary assignment will give up all rights to the first temporary assignment.

23.6 The Corporation may hire a person to fill a temporary assignment:

- (a) If no permanent employee is appointed pursuant to the notice of temporary assignment.
- (b) If no notice of temporary assignment is required.

23.7 A temporary assignment which has not been posted shall not be continued past fifteen (15) weeks, or revived within six (6) weeks of its expiry. The Corporation will notify the Union of all appointments of fifteen (15) weeks or less.

23.8 During the first thirty (30) weeks of employment in a temporary assignment, a non-permanent employee shall be paid in accordance with Schedule "A", and have the protection of Articles 2, 10, 11 and 17.4 of the Collective Agreement except as noted in sub-article

23.10. No other Article of the Collective Agreement applies. A non-permanent employee shall not be entitled to a lieu day holiday and shall, as a condition for other paid holidays, have worked the last working day before the holiday and the first regular working day after the holiday.

23.9 After the first thirty (30) weeks in a temporary assignment a non-permanent employee shall be covered by all terms and conditions of the Collective Agreement, except as noted in sub-article 23.10. Benefits once earned in accordance with this thirty (30) week provision will continue, during any probationary period, providing there is no break in service.

23.10 The following limitations apply to non-permanent employees:

- (a) No seniority is earned.
- (b) The Corporation may, in its discretion, layoff or terminate the employment of a non-permanent employee:
  - i) Except that in the event of a disciplinary termination Article 17.4 shall govern.
  - ii) Without notice in the case of a temporary assignment which has not been posted.
  - iii) Upon five (5) working days notice in the case of a temporary assignment which has been posted and to which sub-article 23.8 applies.
  - iv) Upon ten (10) working days notice in the case of a temporary assignment which has been posted and to which sub-article 23.9 applies.
- (c) A non-permanent employee is not entitled to "bump" and may be bumped in the event of lay-off.
- (d) It is specifically noted that a non-permanent employee is not eligible to participate in the Ontario Municipal Employees Retirement System.
- (e) A permanent employee who bumps into a non-permanent position becomes a non-permanent employee governed by sub-article 23.8 except that:
  - i) Membership in OMERS must be continued.
  - ii) Accumulated sick leave credits are frozen until seniority is restored or employment terminates, and
  - iii) Participation in the hospital and medical plans available to eligible employees may be continued at the employee's option and expense.

23.11 A non-permanent employee shall be deemed to be a permanent employee:

- (a) If the employee is the successful applicant for a permanent position and successfully completes the probationary period outlined in Article 6.2, the employee shall thereafter be covered by all terms and conditions of the Collective Agreement with a deemed seniority date corresponding to the date of last hiring (employment shall not be considered interrupted by a lay-off of less than eleven (11) working days) for the purpose of vacation credits, layoff, promotion, and sick leave credits only.
- (b) Should an incumbent in a long term temporary position be the successful applicant for any permanent position, all less senior long term temporary employees working within the same position will shift forward in accordance with their length of service to assume the permanency date of the next most senior long term temporary employee until the permanency date of the successful applicant is reached. Where the permanency date is the same, length of service will be determined by the original employment application date.

23.12 After twenty-four (24) months duration, a non-permanent position, excluding permanent positions filled on a non-permanent basis, shall be deemed permanent and will be posted in accordance with Article 8 of the Collective Agreement.

#### **ARTICLE 24 - PART TIME EMPLOYMENT**

24.1 The Corporation may hire no more than four (4) part-time employees per Department without the written mutual agreement of the Parties subject to the following provisions:

- (a) All part-time vacancies shall be posted in accordance with the provisions of Article 8 of this Agreement.
- (b) All terms of this Agreement shall apply to successful applicants for part-time vacancies except that benefits, seniority, vacation and progression on the salary grid shall be pro rata based on hours worked annually.

24.2 A part time employee is defined as an employee who is regularly scheduled to work up to twenty-one (21) hours per week and, may occasionally work more than twenty-one (21) hours per week to facilitate certain jobs. In no case will a part time employee work more than eighty-four (84) hours in two (2) consecutive pay periods.

24.3 (a) Notwithstanding Article 24.1(b) of the Collective Agreement, the parties agree that part time employees shall accumulate seniority based on: regular hours worked, paid vacation time, paid lieu day time, paid statutory holiday time, paid sick time, paid bereavement and paid flex time.

- (b) In addition, part-time employees shall accumulate seniority while in receipt of Short Term Disability benefits, Long Term Disability benefits and Workplace Safety Insurance Act benefits, while on a personal leave of absence without pay for thirty (30) days or less, while on pregnancy and/or parental leave and any other leave provided for under the Employment Standards Act 2000. During these time periods, part-time employees shall accumulate seniority based on an average number of paid hours (as described in paragraph (a) above) per week calculated over the six (6) month period directly prior to the first day of absence.
- (c) Notwithstanding Article 6, a part-time employee's seniority will be expressed in hours.

### **ARTICLE 25 - STUDENT EMPLOYMENT**

25.1 The Union agrees that the Corporation has the right to employ Co-op Students under the Co-op Student Program as recognized in Ontario Universities and Colleges throughout the calendar year.

The Union also agrees that the Corporation has the right to employ other students during the period from May 1 through September 30, inclusive, of each calendar year.

A student hired during this period is defined as a student enrolled full time in a recognized college or university program and who intends to return to school following her/his term of employment.

25.2 The rate of pay for a student shall be according to Schedule "A"; students shall not be covered by any of the other terms and conditions of this Agreement, save for Article 2, 10, 11 (not including the lieu day, and provided the employee is at work on the last working day before and the first working day following, each of the other named paid holidays) and 12.

25.3 In the event the Corporation decides to reduce the numbers of the permanent staff complement, or, in the event the Corporation decides to not fill a vacancy or vacancies occurring in a permanent or temporary position, it is agreed that such vacancy shall not be filled by the hiring of a Co-op or other student.

### **ARTICLE 26 - NO STRIKES OR LOCK-OUTS**

26.1 So long as this Agreement continues to operate, there will be no strikes or lock-outs as those terms are defined in The Labour Relations Act.

26.2 In the event person(s) who are not covered by this Agreement engage in a lawful strike or are locked out at the Corporation of the City of London, members who are covered

by this Agreement shall not be required to perform work normally done by the person(s) who are on strike or locked out.

## **ARTICLE 27 - EDUCATION ALLOWANCE**

27.1 The Corporation shall reimburse employees one hundred percent (100%) of the tuition cost of a course of instruction taken by such employees to better qualify them to perform their jobs. Such courses must be approved in writing by the employee's Executive Director prior to commencement. Reimbursement will be upon receipt of evidence of successful completion of the course and tuition paid.

27.2 If employees wish to take time off from work for attendance at a University, College or Institute to take a course of instruction oriented towards their work, the Executive Director concerned may grant such time off providing the employees shall make the time up on an hour for hour basis, and further provided that such attendance will not interfere with the regular operation of the Department. Such time shall be made up on a day and time that is mutually agreed to by both the employee and the Manager. If it is not possible for the employees to make up the time, they shall be paid on a pro-rata basis for the actual hours worked. Payment for such courses shall be in accordance with Article 27.1.

27.3 The Corporation will pay the annual fees for all required licenses and professional memberships.

## **ARTICLE 28 - LAY-OFF AND RECALL**

28.1 Whenever a position is declared redundant or the Corporation proposes to reduce the work force without declaring positions redundant, the Corporation shall immediately notify the Union of its intention at the same time it provides the incumbent(s) with the notice of lay-off. The Corporation shall notify employees subject to layoff in accordance with the Employment Standards Act.

28.2 If the Corporation proposes to reduce the work force without abolishing positions, the Corporation shall give the incumbents of the positions which it proposes to make vacant notice of lay-off.

28.3 i) An employee who receives notice of lay-off may by notice within five (5) working days to the Chief Human Resources Officer "bump" (displace) a less senior employee who occupies a position of equal or lower classification, provided that the employee has the necessary skill, ability and qualifications to perform the duties involved. No trial or training period shall be allowable on a bump but it is understood that any assessment shall be done in good faith and on a reasonable basis. A bumped (displaced) employee shall be given notice of lay-off and shall have the right to bump another employee on these same terms.

- ii) Notwithstanding the above, an employee who is filling a temporary position when that employee's permanent position is declared redundant, shall select the position they wish to "bump" into but shall remain in their current temporary position until its term is completed.

28.4 Recall shall be on the basis of seniority, qualifications, skill and ability. No new employee shall be hired while a qualified, skilled and able employee remains on lay-off.

28.5 Employees who are laid off will be retained on the seniority list for a period of twelve (12) months. If, during that period, they are recalled to work, they must signify their intention to do so within three (3) days (excluding Saturdays, Sundays and paid holidays) of the date of the notice of recall, and shall, in fact, return to work within a further five (5) days, or they shall forfeit their claim of employment and be deemed to have terminated their services. Employees have the right to decline a recall and shall remain on the seniority list with the same recall rights until the expiry of the twelve (12) months from date of initial lay-off. Notice of recall shall be given by the Corporation by registered mail to their last address on record with the Human Resources Division. The delivery date record of the post office will be the determining date with respect to giving notice of intention to comply with the recall request noting that no more than two (2) weeks are to be allowed for receiving registered mail calculated from the date on which such letter is sent.

28.6 Any employee who has completed their probationary period and is laid off, may continue to participate in the hospital and medical plans available to the employee for a period of up to twelve (12) months, provided that the employee pays to the City Treasurer, the full premium cost of such participation, not later than the twenty-fifth (25th) day of the month prior to the month of which the payment becomes due. If such payment is not made as aforesaid, the employee's participation in these Plans shall be terminated forthwith. An employee who is recalled will be reinstated in the hospital insurance and medical plans immediately upon return to work. The premiums for all of the plans will be paid effective the first day back at work as if the employee had not been on lay-off. Premiums which were paid in advance by the employee will be recalculated so that the Corporation will pay on a pro rata basis for the period in the month during which the employee paid the full premium. The employee will be refunded the difference arising from the recalculation.

28.7 When temporary or probationary employees are returned to work in their former position after a layoff of not more than ninety (90) calendar days, they shall be paid at a rate not less than the rate they were receiving prior to layoff.

28.8 When employees are to be laid off, they shall be allowed reasonable time off during their last shift in order to attend to any personnel or pay related matters not yet settled.

## ARTICLE 29 - GENERAL

29.1 Either Party to this Agreement may, within the period of ninety (90) days before the Agreement ceases to operate, give notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modification, of this Agreement. Within fifteen (15) working days of receipt of such notice, or within such further period as the Parties agree upon, they shall bargain in good faith and make every reasonable effort to arrive at a Collective Agreement.

29.2 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and its rights and duties under it. Accordingly, true copies of this Agreement (together with all schedules and appendices) shall be printed in a Union shop and bear the appropriate Union labels. One-half ( $\frac{1}{2}$ ) the cost of such printing shall be paid by the Corporation and one-half ( $\frac{1}{2}$ ) shall be paid by the Union.

## ARTICLE 30 - TERMS AND DEFINITIONS

**POSITION** - A collection of tasks, duties and responsibilities regularly assigned to and performed by a single individual.

**JOB** - A group or range of duties or tasks assigned to and performed by one or more individuals.

**ARTICLE 31 - TERM OF AGREEMENT**

This Agreement shall be for a term of forty eight (48) months, commencing on the 1<sup>st</sup> day of January, 2011, and ending the 31<sup>st</sup> day of December 2014, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.

**IN WITNESS WHEREOF the Parties have executed this Agreement:**

**FOR THE UNION:**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Date**

**FOR THE CORPORATION:**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Date**











































Class Code	Position Title	Department	Year	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
C1701	Senior Technologist II	EES	January 1, 2011	52,000	61,072	64,018	66,967	69,836	72,782	75,579
			January 1, 2012	52,988	62,232	65,234	68,239	71,163	74,165	77,015
			January 1, 2013	53,995	63,414	66,473	69,536	72,515	75,574	78,478
			January 1, 2014	55,021	64,619	67,736	70,857	73,893	77,010	79,969

By January 19, 2011, a one-time lump sum payment of seven hundred dollars (\$700.00) (prorated for part time employees) less all applicable statutory deductions required by law shall be paid by the Corporation to all of the Corporations CUPE Local 101 bargaining unit members who are employed with the Corporation, and actively at work with the Corporation as at December 20, 2010. For employees not actively at work, these employees will receive the lump sum payment upon return to work provided that the return to work occurs within the term of the Agreement (January 1, 2011 to December 31, 2014) and in any event no later than December 31, 2014.

**THIS IS SCHEDULE "B" WITHIN THE COLLECTIVE AGREEMENT**

The following are particulars of the Clothing and Safety Equipment and frequency of issue: Environmental and Engineering Services Department and Planning and Development Staff or other staff as designated by the Corporation.

<u>Article</u>	<u>Number</u>	<u>Frequency</u>
Safety Shoes	1	As required, no more frequently than 12 months
Safety Boots, Leather Bush or thermal	1	As required, no more frequently than 12 months
The following will be provided as required:		
Belts Knee Pads Rubber Boots Miner's Lamp Safety Goggles	Rain Suits Gas Detectors Rubber Overshoes Safety Glasses (Prescription)	Hard Hat & Liner Gloves Coveralls Safety Vests
The cost of the undernoted item shall be shared equally by the Corporation and the employee receiving item:		
Parka or Three-in-one Coat		As required
<b>Custodial Staff</b>		
Safety Shoes	1	As required, no more frequently than 12 months
Shop Coats	1	As required
Wash & Wear		
- Shirts	3	May 1 <sup>st</sup>
- Trousers or	3	May 1 <sup>st</sup>
- Ladies pantsuits	3	May 1 <sup>st</sup>
Uniform Purse	1	As required
<b><u>Summer issue:</u></b>		
Jacket	1	As required
Blouses/Shirts	3	May 1 <sup>st</sup>
Skirts/Slacks	2	As required
Ties	2	As required
Raincoat/Rainsuit	1	As required
Spring & Fall Overcoat	1	As required
Hat	1	As required
Safety Shoes/Police Boots	2	As required, no more frequently than 12 months

<u>Article</u>	<u>Number</u>	<u>Frequency</u>
<b><u>Winter Issue</u></b>		
Shirts/Turtle Neck Sweaters	3	Oct 1st
Blouses/Turtle Neck Sweaters	3	Oct 1 <sup>st</sup>
Rubber Overshoes/Winter Boots	1	As required and no more frequently than 12 months
Slacks	2	As required
Winter Hat	1	As required
Hooded Parkas	1	As required
Gloves (lined winter)	1	As required
Shop Coat	1	As required
<b>Parking Meter Staff</b>		
<b><u>Summer Issue:</u></b>		
Jacket	1	As required, May 1st
Blouses/Shirts	3	As required
Skirts/Slacks	2	As required
Ties	2	As required
Raincoat/Rainsuit	1	As required
Spring & Fall Overcoat	1	As required
Hat	1	As required, no more frequently than 24 months
Safety Shoes/Police Boots	2	As required
Uniform –Purse	1	As required
<b><u>Winter Issue:</u></b>		
Shirts/Turtle Neck Sweaters	3	Oct 1 <sup>st</sup>
Blouses/Turtle Neck Sweaters	3	Oct 1 <sup>st</sup>
Rubber Overshoes/Winter Boots	1	As required, no more frequently than 12 months
Slacks	2	As required
Winter Hat	1	As required
<b>Parkas/Three-in-one Coat</b>	1	As required
Gloves (lined winter)	1	As required
Shop Coat	1	As required
<b>Environmental Services - Laboratory Staff</b>		

<u>Article</u>	<u>Number</u>	<u>Frequency</u>
Shirts	3	Annually
Pants	3	Annually
Lab Coat	1	Annually
<b>Finance &amp; Administration</b>		
<b><u>Stores Staff - Summer Issue:</u></b>		
Safety Shoes	1	As required, no more frequently than 12 months
Spring Jackets	2	
Shirts	3	May 1 <sup>st</sup> or as required
Slacks	3	As required
<b><u>Winter Issue:</u></b>		
Parka/Three in one Coat	1	As required
Raincoat and Hat	1	As required
(Prescription) Safety Glasses	1	As required
Safety Boots or Winter Overshoes	1	As required, no more frequently than 12 months
Shirts (long sleeve)	3	As required
Slacks	3	As required
<b><u>Procurement Officers:</u></b>		
Safety Shoes	1	As required
Safety Boots	1	As required
<b>Corporate Services</b>		
<b><u>Concierge Staff – Summer Issue:</u></b>		
Blouses/Shirts (short sleeve)		
Skirts/Slacks	3	As required
Blazer and/or Cardigan	3	As required
	1	As required
<b><u>Winter Issue:</u></b>		
Blouses/Shirts (long sleeve)		
Skirts/Slacks	3	As required
Jacket or Cardigan	3	As required
	1	As required

"As required" in this schedule means replacement that is necessary as a result of normal wear and tear, and subject to applicable administrative procedures. Where frequency of issue is defined by date, this issue shall occur by that date or as soon as practical thereafter.

A uniform will be supplied to employees in the Concierge position and a uniform and protective footwear will be supplied to employees in the Records Clerk position, the specifications and frequency to be determined by Management.

Ratified on the 20<sup>th</sup> day of December 2010

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL UNION 101

London, Ontario

Rhea Campbell, President,  
c/o Angela Smith, Secretary,  
C.U.P.E., Local 101  
195 Dufferin Ave., Suite 780  
London, Ontario  
N6A 1K7

Dear Ms. Campbell:

The Corporation agrees that all rights, benefits and privileges which the employees now receive or possess shall continue to be enjoyed, possessed and held by the employees, as provided in the 2011– 2014 Collective Agreement.

This letter shall form part of the Collective Agreement.

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Cathy Saunders, City Clerk

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Joe Fontana, Mayor

BY HAND  
ACKNOWLEDGED: (LOCAL 101)

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Rhea Campbell, President

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Angela Smith, Secretary

**APPENDIX "A"**

**RETIREES BENEFITS**

A retiree is defined as either an employee who is retiring and who is eligible to receive a non-actuarially reduced OMERS pension or an employee who has at least twenty (20) (fifteen (15) for the term of the Collective Agreement), years of service and who is eligible to receive an actuarially reduced OMERS pension. In either case, eligible to receive the pension means the pension will commence to be paid to the retiree effective the first day of the month following the month in which the employee retires.

The carrier of the retirees group will be established in conjunction with the Corporation employee group carrier.

The specific criteria for eligibility are:

- The retiree may elect single or dependent coverage as applicable.
- Eligibility to participate in the Plan ceases at age sixty-five (65) for any person insured.
- A spouse of a deceased retiree may continue participation until the earlier of the:
  - i) Date the retiree would have attained age sixty-five (65) years, or;
  - ii) The date the surviving spouse remarries, or;
  - iii) The date the survivor attains the age of sixty-five (65).
- The retiree must enrol in the Plan at the time of retiring and must continue uninterrupted participation in order to be eligible to participate in the Plan.
- The retiree must be domiciled in Canada.
- The retiree will waive any right to claim against the Corporation and the Carrier in the event coverage lapses by reason of any act or omission on the retiree's part in fulfilling any of the terms and conditions of the plan.



## APPENDIX "B"

### LONG TERM DISABILITY DETAILS

ELIGIBILITY	All full time active employees. New employees upon completion of probationary period.
COMPULSORY BENEFIT	Yes.
WAITING PERIOD	Minimum of one hundred ninety-six (196) calendar days but not before exhaustion of sick leave and Short-term disability benefits.
BENEFIT LEVEL	Seventy percent (70%) of salary at the time of disability.
MAXIMUM BENEFIT	Three thousand dollars (\$3,000.00) per month.
BENEFIT DURATION	The earlier of recovery, age sixty-five (65) or death.
OFFSETS	Employee Canada Pension Benefit (not dependent) and <u>Workplace Safety and Insurance Act</u> if seventy percent (70%) benefit level. If eighty-five percent (85%) -all income sources participated in by the employer and employee, e.g. OMERS disability, Canada Pension disability benefit and Workplace Safety and Insurance Board benefits if applicable.
PRE-EXISTING CONDITIONS	This clause is waived.
OWN OCCUPATION	Two (2) years own occupation. Beyond that, any occupation. Also the L.T.D. Plan provides for a two (2) year rehabilitation period with a fifty percent (50%) benefit level.
NERVOUS AND MENTAL RESTRICTION	Must be under the care of a psychiatrist -if not, benefit could be reduced to a fifty percent (50%) level.
WAIVER OF PREMIUM	No premium is payable if eligible for benefit.
UNDERWRITING METHOD	Fully pooled as opposed to experience rating.
PREMIUM SHARING	One hundred percent (100%) paid by the employer.
IMPLEMENTATION DATE	October 1, 1985; revised January 1, 1992 and June 1, 2003

## LETTERS OF UNDERSTANDING

- LEAVES OF ABSENCE
- ONTARIO WORKS PROGRAM
- CHRISTMAS CLOSURE PERIODS
- TESTING
- FLEXIBLE WORK SCHEDULE
- CONVENTION SERVICING
- TERMS OF DEDICATED PRESIDENCY FOR LOCAL 101
- MUNICIPAL LAW ENFORCEMENT OFFICER II
- SHIFT UTILITIES COMMUNICATIONS COORDINATOR
- JOB SHARING
- CALL IN & STAND-BY – REMOTE ACCESS
- EXCESS HOURS OF WORK AGREEMENT
- UNITED WAY SPONSORED EMPLOYEE PROGRAM
- HIGH SCHOOL CO-OP PLACEMENT
- LICENSING ENFORCEMENT OFFICER (FULL TIME)
- LICENSING ENFORCEMENT OFFICER (PART TIME)
- SEASONAL TOURISM COUNSELLOR/PAID LUNCH UNDER ARTICLE 10
- PLANNING AND DEVELOPMENT/BUILDING CONTROL CLOTHING – ARTICLE 19 AND SCHEDULE B

All letters of understanding listed append to and become part of the Collective Agreement.

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101  
(hereinafter called Local 101)**

**AND**

**THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called The City or The Corporation)**

**Re: Leaves of Absence**

Whereas Local 101 has filed grievance Policy 7-96 relating to the granting of leaves of absence;

And whereas the Parties wish to resolve this dispute without the need for litigation;

They hereby agree as follows:

1. This agreement relates solely to the granting of leaves of absence for personal reasons, which are not emergencies. Emergency leaves of absence shall still be governed by Article 21.2 and the remainder of the Collective Agreement.
2. Notwithstanding any provision of the Collective Agreement between Local 101 and the City which restricts the granting of leaves of absence, an employee who desires a leave of absence without pay for personal reasons shall make a request in writing to the applicable Executive Director, as far in advance as possible, setting out the time period for which the leave is requested.
3. Having regard to all the circumstances surrounding the request including its operational requirements, the Corporation may, pursuant to the Letter of Understanding, in its discretion grant an employee a leave of absence without pay for personal reasons in accordance with this agreement.
4. The City shall not grant personal leaves of absence exceeding twelve (12) consecutive months. In addition, the City shall not grant any employee more than eight (8) personal leaves which last one (1) day or more and less than five (5) days per calendar year.
5. Notwithstanding the provisions of the Collective Agreement, group insurance benefits, seniority service accumulation, the payment of holiday pay, and the earnings of vacation credits shall cease thirty (30) days after the commencement of the leave of absence and will not resume until the employee returns to active employment, except as provided below.
6. Where a leave of absence without pay is granted to an employee for military/reserve service, the employee's seniority, service and vacation credits will continue to accumulate.

7. Employees who take a personal leave of absence which is in excess of thirty (30) consecutive calendar days, and who wish to continue group health and dental benefits may do so at their own cost by requesting in writing that all or certain benefits be continued and making payment of the applicable premiums to the City in advance.
8. The granting of leaves of absence pursuant to this Letter of Understanding shall not interfere with the scheduling of planned vacation pursuant to Article 12.6.
9. This agreement shall have no effect or application on existing arrangements for union leaves of absence, education allowances, bereavement leave, pregnancy and parental leave, jury duty or citizenship leave.

Ratified on the 20<sup>th</sup> day of December 2010 on behalf of the parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101**

**(hereinafter called Local 101)**

**AND**

**THE CORPORATION OF THE CITY OF LONDON**

**(hereinafter called The City or The Corporation)**

**Re: Ontario Works Program**

The parties hereby agree as follows, on the understanding that "employees" refers to employees governed by the Local 101 Collective Agreement.

1. This agreement relates solely to the impact of the Ontario Works program relative to Article 18 of the Collective Agreement, or to other similar programs which may be instituted by the Local, Provincial or Federal government.
2. Notwithstanding the scope of Article 18 of the Collective Agreement, both parties agree that:
  - No Ontario Works program placements will be made outside of the provisions of the Collective Agreement.
  - Placements will not violate any Collective Agreement provision governing the assignment of work.
  - Placements must not displace any paid employment within the bargaining unit.  
Examples:
    - position currently held by an employee;
    - position of an employee who has been laid off and has recall rights under a collective agreement;
    - position of an employee who is on a leave of absence;
    - a collective of duties previously held by employees, within a minimum of three years.

Ratified on the 20<sup>th</sup> day of December 2010 on behalf of the parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101  
(hereinafter called The Union)**

**AND**

**THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called The Employer)**

**Re: Christmas Closure Periods**

**City Hall and related facilities applicable to CUPE Local 101**

"The Employer" and "The Union" agree to the following with respect to closures of City Hall and related facilities and/or operations between Boxing Day and noon of New Year's Eve for the term of the 2011 - 2014 Collective Agreement (known as Christmas closure period):

1. Council may, in its sole discretion, decide on a closure during any or all of the Christmas closure periods.
2. In the event of such declaration, all operations except those deemed essential by the employer will be halted.
3. Employees may use time owing in the form of vacation time or accumulated time in lieu of overtime, compensatory time to continue pay during this period.
4. Except as noted in 3. above, all employees not required to provide essential services shall be considered to be temporarily laid off for the period of closure, and shall not receive pay for the period of closure.
5. It is specifically agreed that employees who would otherwise be entitled to sick disability payments during any such period except as per Article 12.4 will not be entitled in the event of a declaration of closure, but that employees who would otherwise be entitled to STD, L TD or WSIB related benefits will remain entitled during any periods of closure.
6. Grievances or other actions taken by the union with respect to Christmas closure periods shall be limited to those dealing with the application of this agreement.

7. This agreement is made without precedent or prejudice, particularly with respect to either Party's rights at the conclusion of the agreement.

Ratified on the 20<sup>th</sup> day of December 2010 on behalf of the parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the Corporation)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 101  
(hereinafter called the Union)**

**Re: Testing**

Whereas the Union and the Corporation wish to mutually address the issue of testing during job competitions in order to reduce or eliminate any future disputes on the issue, and to provide for policies and procedures for such testing all in accordance with the Collective Agreement, they mutually agree as follows:

1. The Union recognizes the Corporation's right to test employees in the context of a job competition, in accordance with this Letter of Understanding.
2. If the Corporation wishes to conduct a test, it shall indicate on the job posting that applicants may be required to take a test.
3. Applicants who have the necessary qualifications will be given reasonable advance written notice of the date of the test, which notice shall be given at least nine (9) working days in advance of the test in all cases with the exception of typing tests.
4. Where a written test is conducted the Corporation shall make readily available to any employee who is to take the test, written material from which to study for the test. The written test shall be based on this written material which may include books, drawings, formulae, tables, documents, manuals, plans, policies, statutes, regulations, standards, or any other written material provided in a text or electronic format. If the City provides material by electronic format it shall also have the material readily available in text format or hard copy. Any applicant may request the material in text format or hard copy. Employees shall be notified where this material can be obtained on the notice provided for in paragraph three (3). This material shall be provided without charge to the employee.
5. The notice of the test shall also describe the general subject matter of the test.
6. In any case, all tests, and the administration of the testing process, including marking, will be:
  - (a) Fair, unbiased and reasonable; and
  - (b) Designed to, and actually, assist the Corporation in determining whether the employee has the necessary skill and ability to perform the duties involved.



7. The Corporation may set a threshold for performance on a test (e.g. typing test), or a passing mark for the test, which passing mark shall not exceed sixty percent (60%). However, the Corporation shall not rely exclusively on a test result in determining whether an employee has the necessary skill and ability to perform the duties involved in the posted position, unless the test reveals conclusively that the employee does not have the necessary skill and ability to perform the duties involved in the posted position.
8. Employees who successfully complete a test, but are not appointed to the posted job, will not need to be retested for the same job classification, for a period of one year.
9. This agreement does not alter, or amend, or in any way affect the parties rights under the Collective Agreement, in particular Article 8.
10. It is understood that this Letter of Understanding applies only to C.U.P.E. Local 101.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101**

**(hereinafter called Local 101)**

**AND**

**THE CORPORATION OF THE CITY OF LONDON**

**(hereinafter called The City or The Corporation)**

**Re: Flexible Work Schedule Program Guidelines**

1. Adequate staffing must be maintained in all work areas in order to maintain the highest possible level of public service. The Program may not be available in all work areas.
2. Participation is voluntary for all employees.
3. Management approval is required for any participation by an employee. Any specific work schedule within the guidelines of the Program must be approved by the appropriate manager in advance. Management in all Departments will fairly and reasonably consider all requests for participation in the program and no request will be denied except as provided for in Point 1. Management reserves the right to withdraw approval of a flex time schedule if the guidelines or work schedule are not adhered to or there is a negative public service impact.
4. The normal core working hours are 10:00 a.m. to 3:00 p.m., Monday to Friday (with limited exceptions) and during this period any employee scheduled to be at work must be at work except for the lunch break. In certain areas, a different core period may be determined to be more efficient.

The normal bandwidth period is 7:00 a.m. to 6:00 p.m.

5. Normally an employee may work no more than nine (9) hours in a day or forty (40) hours in a week.
6. A complete normal work day and work week will consist of seven (7) hours and thirty-five (35) hours respectively.
7. In all cases start and quit times will be on the half hour to facilitate timekeeping.
8. All employees must take a lunch break of not less than thirty (30) minutes nor more than two (2) hours. Lunch breaks must be in thirty (30) minute increments. An employee who wishes to take a thirty (30) minute lunch break for the purpose of shortening a work day or accumulating compensatory time must obtain prior management approval. The Program does not allow an employee to work continuously

with no lunch break or rest periods in order to shorten the work day or to accumulate compensatory time.

9. Normally an employee must establish a work schedule on a bi-weekly or longer basis and obtain prior managerial approval. Amendments to the schedule must be approved in the same manner.
10. Equal and compensatory time off may be accumulated to a maximum of thirty-five (35) hours at any time. Normally compensatory time may be taken to a maximum of seven (7) hours at a time in any two (2) consecutive weeks. Compensatory time in excess of seven (7) hours at a time, may be permitted with managerial approval. Such time off requires managerial approval subject to the staffing requirements. Also, compensatory time off will be scheduled equitably amongst employees.

Should an employee have five (5) days accumulated the employee must use some compensatory time before accumulating any further time.

11. Hours worked in excess of seven (7) per day and equal compensatory time off will be recorded utilizing the current payroll system.
12. Regardless of any pre-approved work schedule an authorized absence such as sick leave credits, vacation, jury duty, bereavement leave, leave for Union business, etc., will be equal to seven (7) hours.
13. Provisions to the Collective Agreement concerning hours of work, overtime, and meal allowances will be set aside and not apply to participation in the Program. However, it is important to note that this Program does not preclude authorized overtime as defined in the Collective Agreement.

Should Management require an employee to work outside the hours of the pre-approved flexible work schedule it will be considered overtime as defined in the Collective Agreement.

14. No employee will receive cash in lieu of compensatory time.

15. The Flexible Work Schedule Program Guidelines and the application of the Program may be amended from time to time through mutual agreement of the Parties.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**THE CORPORATION OF THE CITY OF LONDON**  
**(hereinafter called the Corporation)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 101**  
**(hereinafter called the Union)**

**Re: Convention Servicing**

The Parties undersigned hereby agree to the following terms which take precedence over, and replace any conflicting provisions in the Collective Agreement between the parties. These terms apply to the position of Convention Servicing and Sales Representative of Tourism London Inc., and the Program Coordinators (Recreation) in Community Services.

1. The hours of work for these positions shall be completely defined by this Letter of Understanding. A regular work period shall be seventy (70) hours scheduled over fourteen (14) calendar days which will coincide with the pay period. A regular day shall be up to and including (10) hours in length. The Employer will endeavor to schedule successive days off in the work period.
2. The manager may schedule work days in excess of ten (10) hours. Any hours scheduled and worked in excess of ten (10) hours per day shall be deemed to be "excess hours". Excess hours are to be credited to the incumbent at time and a half and a current record shall be maintained. Excess hours will be taken as paid time off at times which is mutually acceptable to the incumbent and manager. In no circumstances will overtime premium be paid for excess hours.
3. The premium is not applicable to these positions, except that weekend shift premium in accordance with the current rate negotiated in Article 10.4 (b) of the Collective Agreement, shall be paid for all hours scheduled and worked between midnight Friday and midnight Sunday.
4. In the event of a job posting for the subject positions, the posting will draw to the attention of applicants the fact that this Letter of Understanding is in force.
5. All other terms of the Collective Agreement will prevail.

6. This agreement is signed without Prejudice or Precedent to either party.

This agreement signed was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**THE CORPORATION OF THE CITY OF LONDON**

**(The Employer)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101**

**(The Union)**

**Re: Terms of Dedicated Presidency for Local 101**

The following terms apply for the duration of the Collective Agreement and are renewable by mutual agreement.

1. The President of the Local shall be deemed to be dedicated (i.e., full-time) in the capacity as President, and shall receive pay for 1827 hours per annum inclusive of all vacation, bereavement, statutory holidays and any other paid leave. In the event of strike or lockout, pay shall cease for the period of strike or lock out.
2. The President shall be paid at the salary rate of their position per Schedule A of the Collective Agreement.
3. The employer may backfill for the position held by the President on a temporary basis, while the individual is appointed as President, and fill any vacancy so created on the same temporary basis. If an employee elected as President is not re-elected to the office, or for any other reason ceases to be President, that employee shall be returned to the position formerly held at the conclusion of the term of office, as shall any employee appointed to replace on a temporary basis in accordance with the Collective Agreement.
4. The President shall not be entitled to apply for any posted vacancies. In the event of a layoff, and in the event that the position held by the President is displaced, the President shall continue to be paid at the rate of pay identified in section 3 above during the term as President. In addition, should the position held by the President be displaced, the President may apply and be appointed to one (1) vacancy and his/her salary rate and level will reflect the new level as per Schedule A of the Collective Agreement once the President's current term in office ends.
5. All insured benefits, sick leave and seniority shall continue as if the employee appointed as President had continued in the position per section 3 above. Further, the employee will not be entitled to overtime, standby or meal allowance.

6. The President shall continue to be deemed to be an employee of the Corporation and at work for all purposes, including WSIB. Any sickness or injury shall be reported immediately to the delegated Manager III, Employment & Labour Relations. It is specifically noted that the Parties agree that the Union is deemed to be the employer for all purposes, including WSIB when the President is engaged in any activities not related to the negotiation or administration of the Collective Agreement between the City of London and CUPE, Local 101.
  
7. The Corporation shall provide the President with a cellular telephone and the President shall be accessible via this phone to the Corporation during normal working hours. The Corporation shall pay for the phone the annual activation fee, the voice mail option and the monthly cost of the phone plan, with the Local reimbursing the Corporation fifteen dollars (\$15.00) per month plus the cost of any long distance calls not related to City of London business. The Local will remit these funds quarterly.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer



**LETTER OF UNDERSTANDING**

***BETWEEN:***

**THE CORPORATION OF THE CITY OF LONDON**

**(The Employer)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101**

**(The Union)**

**Re: Municipal Law Enforcement Officer II**

1. The parties acknowledge that the public and the Council of the City of London have requested weekend and evening enforcement of municipal by-laws.
2. Therefore the parties agree to change the hours of work for the job Municipal Law Enforcement Officer II. This position will be in addition to the existing complement of Municipal Law Enforcement Officers, unless the Union is notified otherwise.
3. The incumbents in the current Municipal Law Enforcement Officer job will not be required to work other than normal hours, but may be required to work overtime as assigned in accordance with Article 10.6.
4. The following shift definition will apply only to the Municipal Law Enforcement Officer II job.
5. A shift shall mean any seven (7) hour work day, plus one (1) hour off for lunch for any consecutive five (5) day period other than the normal work day as set out in Article 10.1 of the Agreement. Shifts will be determined by management and will start no earlier than 8:30 a.m. and end no later than 3:00 a.m. The Municipal Law Enforcement Officer II would be required to work evenings and some weekends. Fourteen (14) days' notice would be given for setting the schedule in consultation with the employee. Schedules will cover, at least a four (4) week period.

6. Shift premium will be paid in accordance with Article 10.4 of the Collective Agreement. When required to work overtime or on a holiday, pay will be in accordance with Article 10.6(a) of the Collective Agreement.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**THE CORPORATION OF THE CITY OF LONDON**

**(The Employer)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101**

**(The Union)**

**Re: Letter of Understanding – Shift Utilities Communications Coordinator**

Both Parties agree to the change of hours of work for the Shift Utilities Communications Coordinator with the following conditions:

1. The hours of work will be 10:00 a.m. to 5:30 p.m. with a half (½) hour for lunch. The hours of work will be Monday to Friday, seven (7) hours per day, thirty-five (35) hours per week. Any change to these hours of work must first be reviewed and approved by the bargaining executive, before implementation.
2. Shift premium will be paid in accordance with Article 10.4 of the Collective Agreement.
3. The incumbent in this position may be required to work a seven (7) hour day shift for training and vacation/sick relief purposes. Reasonable notice will be given in those situations.

This Letter of Understanding will be in place until the terms of a new Collective Agreement has been negotiated.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION:

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Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

***BETWEEN:***

**THE CORPORATION OF THE CITY OF LONDON**

**(The Employer)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101**

**(The Union)**

**Re: Job Sharing**

Job Sharing is an arrangement which allows two qualified employees to equally divide the hours, responsibilities, wages, and benefits of one full-time position according to the provisions of an agreement between the job share partners, the Corporation, and the Union. As such, the shared position continues to be identified as a full time position. Job share proposals will be considered for approval by the Employer, and the Union provided there is no adverse impact on service delivery and no net increase in cost to the Employer, and that the following Guidelines are adhered to:

**Program Participation and Eligibility:**

1. Proposals for job sharing must be employee driven. Only employees in full-time permanent positions, who are fully qualified for the shared position, may initiate a job sharing proposal. Qualifications will be assessed by the Corporation and may involve testing.
2. Casual, part-time, contract, and temporary positions are exempt from this program. Eligible Job Share Employees must not be in probationary or trial periods or temporary assignments (outside their "home" position).
3. The hours of work for the two employees will be divided such that each employee will work fifty percent (50%) of the hours of the full time position.
4. A proposal to job share will be submitted by the employees to their respective Managers. The Manager for the position to be job shared will consider the proposal for approval, having regard for the employees' qualifications and any adverse impact on service levels. In the event that a proposal is refused, the Manager will provide reasons, in writing, to the employees.

5. When a job sharing proposal is supported, employees will be required to enter in a job sharing agreement. Approval of a job sharing arrangement will require the signature of the employees involved the Union, and the Corporation.
6. One (1) of the job share employees will relinquish the rights to his/her position and that position will be posted as a full-time permanent vacancy at such time as the job sharing agreement is signed.
7. When an employee leaves a shared position, the remaining employee will revert back to full-time hours, with fourteen (14) days advance notice.
8. Job share employees retain the right to apply for job vacancies in accordance with the terms of the Collective Agreement.
9. Seniority, benefits, sick leave, public holidays and vacation will be provided in the same manner as part-time employees.
10. Employees entering into job sharing arrangements shall have satisfactory job performance and attendance.
11. Where employees interested in job sharing are in different classification levels, the shared position will be the one at the lower classification with salary adjustments in accordance with Article 9.4 (b).
12. A job share employee shall not be required to cover the absence of a job share partner in the event of illness, (other than an extended period of short term sick leave, or long term disability), vacation, or bereavement unless agreed to by all parties to the job sharing agreement. Any additional work agreed to by the Manager and the employee would be at straight time rates up to thirty-five (35) hours per week.
13. If the Corporation finds the job-sharing arrangement is not satisfactory during the first ninety (90) days, it shall give fourteen (14) days written notice of the termination of the job share arrangement to the job share partners and the Union. All employees affected by the job share will revert to their former position per Article 8.3 (a) of this Collective Agreement.
14. Job sharing arrangements shall not exceed five percent (5%) of the current full-time regular complement of employees in any given Department unless otherwise agreed to by both Parties.
15. This Letter of Understanding will be in place until the terms of a new Collective Agreement has been negotiated.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION:

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Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101  
(the "Union")**

**AND**

**THE CORPORATION OF THE CITY OF LONDON  
(the "Corporation")**

**Re: Call In & Stand-by – Remote Access**

The parties agree as follows:

1. Technological support traditionally performed by the Business Systems Analysts during the "off hours" will be provided by the Business Systems Analysts or other qualified members of Local 101.
2. The compensation for the work performed in point 1 will be compensated as follows:
  - (i) Employees must be on stand-by in accordance with Article 10.12
  - (ii) Work performed by remote access solely will be compensated at the appropriate overtime rate for all work performed to the nearest fifteen (15) minutes (1/4 hour)
  - (iii) Work requiring a visit to the actual work location will be in accordance with Article 10.9.
3. The above procedure may be extended to other Union employees as appropriate and as requested by the Corporation.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION:

---

Rhea Campbell,  
President, C.U.P.E. Local 101

FOR THE CORPORATION:

---

Veronica McAlea Major,  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101  
(the "Union")**

**AND**

**THE CORPORATION OF THE CITY OF LONDON  
(the "Corporation")**

**Re: Excess Hours of Work Agreement**

WHEREAS the *Employment Standards Act, 2000* requires that the parties have a written agreement regarding hours worked in excess of forty-eight (48) hours per week:

NOW THEREFORE the parties agree as follows:

1. The parties agree that Union members may work beyond their regularly scheduled workday but not to exceed thirteen (13) hours in a workday.
2. The parties agree that Union members working in the following classifications may be scheduled/requested to work by the Corporation hours in excess of forty-eight (48) hours and up to sixty (60) hours per week:
  - Municipal Election Clerk
  - Administrative Assistant-Financial Planning and Policy
  - Treasury Management Officer
  - Payroll Systems Coordinator
  - Business Systems Analyst
  - Hardware Services Technician
  - Hardware Services Supervisor
  - Water and Wastewater Control Systems Coordinator
  - Technologist II
  - Senior Technologist II
  - Budget Clerk
  - Budget Analyst
  - Capital Budget Officer
  - Current Budget and Process Officer
  - Committee Secretary



3. The parties acknowledge and agree that scheduling or requests by the Corporation to work hours in excess of forty-eight (48) hours and up to sixty (60) hours per week will be in accordance with the Collective Agreement between the Union and the Corporation as well as any applicable legislation. Should the provision(s) of the Collective Agreement and this Agreement conflict; the provisions of the Collective Agreement shall prevail.
4. The parties agree that this Agreement will be effective upon execution, but its implementation will be subject to the approval of the Director, Employment Standards or as otherwise provided in the Employment Standards Act, 2000.
5. Either party may revoke this Agreement upon the provision of ninety (90) calendar day's written notice.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION

FOR THE EMPLOYER

---

Rhea Campbell,  
President, C.U.P.E. Local 101

---

Veronica McAlea Major  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF LONDON**

**(the "Corporation")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101**

**(the "Union")**

**Re: United Way Sponsored Employee Program**

Whereas it is the desire of the parties to participate in the above program which is open to all Corporation employees to apply, and

Whereas this program provides for the successful applicant to participate as a sponsored full time employee to the United Way ("Sponsored Employee") for a temporary period of time spanning no longer than four (4) months;

And whereas the parties wish to clarify some employment terms for Union member(s) should they participate as a Sponsored Employee;

They do hereby agree as follows:

1. The Sponsored Employee position will be considered a temporary position outside of the bargaining unit.
2. Notwithstanding Article 6.6 of the Collective Agreement, the Union member who participates as a Sponsored Employee will continue to earn seniority.
3. Article 10 of the Collective Agreement, the Flexible Work Schedule Program Guidelines Letter of Understanding and Appendix Agreement 1 – Article 13 and 14 will not apply to the Union member while participating as a Sponsored Employee. It is understood that the Union member will be compensated based on her/his current weekly earnings for a maximum of thirty-five (35) hours per week (forty (40) hours per week for former PUC Employees employed in a former PUC position).
4. Except as amended by this Agreement, all provisions of the Collective Agreement between the parties will apply.

This agreement was ratified on the 20<sup>th</sup> day of December 2010 on behalf of the Parties.

FOR THE UNION

FOR THE CORPORATION

---

Rhea Campbell  
President, C.U.P.E. Local 101

---

Veronica McAlea Major  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF LONDON**

**(the "Corporation")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101**

**(the "Union")**

**Re: High School Co-op Placement**

The Union and the Corporation of the City of London agree to the participation in the High School Co-operative Education program from the time period between September and June. The selection of the co-op placement and the location will be at the discretion of the Corporation of the City of London and be managed and supervised by a non-union employee. It is understood by all parties that high school co-op positions are an unpaid placement.

In the event the Corporation decides to reduce the numbers of the permanent staff complement, or, in the event the Corporation decides to not fill a vacancy or vacancies occurring in the permanent staff complement, it is agreed that such vacancy should not be filled by the hiring of a co-op student or other student.

It is understood the co-op students are supernumerary and their utilization will not result in lay-off of any employee covered by this agreement nor will co-op students be used to temporarily or permanently fill any temporary, permanent or new position within the bargaining unit.

This agreement was ratified on the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE UNION

FOR THE EMPLOYER

---

Rhea Campbell  
President, C.U.P.E. Local 101

---

Veronica McAlea Major  
Chief Human Resources Officer

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF LONDON**

**(the "Corporation")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101**

**(the "Union")**

**Re: Licensing Enforcement Officer (Full Time)**

1. The parties acknowledge that the public and the Council of the City of London have requested weekend and evening enforcement of municipal by-laws.
2. Therefore the parties agree to change the hours of work for the job Licensing Enforcement Officer.
3. The following shift definition will apply to the Licensing Enforcement Officer job.
4. A shift shall mean any consecutive seven (7) hour work day, plus one (1) hour off for lunch for any consecutive five (5) day period other than the normal work day as set out in Article 10.1 of the Agreement. Shifts will be determined by management and will start no earlier than 8:30 a.m. and end no later than 2:00 a.m. The Licensing Enforcement Officer would be required to work evenings and some weekends. Fourteen (14) days' notice would be given for setting the schedule in consultation with the employee. Schedules will cover, at least a four (4) week period.
5. Shift premium will be paid in accordance with Article 10.4 of the Collective Agreement. When required to work overtime or on a holiday, pay will be in accordance with Article 10.6(a) of the Collective Agreement.

This Agreement signed this 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE CORPORATION

FOR THE UNION

---

Verionica McAlea Major  
Chief Human Resources Officer

---

Rhea Campbell,  
President, CUPE Local 101

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF LONDON**

**(the "Corporation")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101**

**(the "Union")**

**Re: Licensing Enforcement Officer (Part Time)**

1. The parties acknowledge that the public and the Council of the City of London have requested weekend and evening enforcement of municipal by-laws.
2. Therefore the parties agree to change the hours of work for the job Licensing Enforcement Officer.
3. The following shift definition will apply to the Licensing Enforcement Officer job.
4. A shift shall be in accordance with Article 24 (Part Time Employment) of the CUPE Local, 101 Collective Agreement. Shifts will be determined by management and will start no earlier than 8:30 a.m. and end no later than 2:00 a.m. The Licensing Enforcement Officer would be required to work evenings and some weekends. Fourteen (14) days' notice would be given for setting the schedule in consultation with the employee. Schedules will cover, at least a four (4) week period.
5. Shift premium will be paid in accordance with Article 10.4 of the Collective Agreement. When required to work overtime or on a holiday, pay will be in accordance with Article 10.6(a) of the Collective Agreement.

This agreement signed this 20<sup>th</sup> day of December 2010, on behalf of the Parties.

FOR THE CORPORATION

FOR THE UNION

---

Verionica McAlea Major  
Chief Human Resources Officer

---

Rhea Campbell,  
President, CUPE Local 101

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101**

**(hereinafter called the Union)**

**AND**

**THE CORPORATION OF THE CITY OF LONDON**

**(hereinafter called the Corporation)**

**Re: Seasonal Tourism Counsellor/Paid Lunch Under Article 10**

Notwithstanding Articles 10.1(a) and 10.2(c) of the Collective Agreement the parties agree that a shift for a Seasonal Tourism Counsellor, hired between Thanksgiving and May 1<sup>st</sup>, working at the Tourism office at 267 Dundas Street will be 10:00 a.m. to 5:00 p.m. on Saturday with a paid lunch of thirty (30) minutes.

Except as outlined above, all terms and conditions of the Collective Agreement continue to apply.

This agreement signed the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

For the Corporation:

For the Union

\_\_\_\_\_  
Veronica McAlea Major  
Chief Human Resources Officer

\_\_\_\_\_  
Rhea Campbell  
President, CUPE Local 101

**LETTER OF UNDERSTANDING**

**B E T W E E N**

**THE CORPORATION OF THE CITY OF LONDON**

**(“the Corporation”)**

**and**

**LOCAL UNION NO. 101**

**(Canadian Union of Public Employees)**

**(“the Union”)**

**Re: Planning and Development/Building Control Clothing – Article 19 and Schedule “B”**

WHEREAS the Corporation desires to provide certain articles of clothing for active employees as set out more specifically below;

AND WHEREAS the Collective Agreement currently does not provide for the issuance of certain articles of clothing to these employees;

The Union and the Corporation do hereby agree as follows:

1. Notwithstanding Schedule “B” of the Collective Agreement:
  - (a) Employees who are actively working in the following positions and who conduct field inspections on a regular basis will receive clothing articles as outlined in paragraph 1(b) below:
    - Plan Building Inspector
    - Plumbing Inspector
    - Property Standards Officer
    - Municipal Law Enforcement Officer I
    - Municipal Law Enforcement Officer II
    - Licensing Enforcement Officer
  - (b) The Corporation will provide to the employees outlined in paragraph 1 (a) above the following clothing articles at the frequency indicated:

<u>Article</u>	<u>Number</u>	<u>Frequency</u>
Safety Shoes	1	As required, no more frequently than 12 months
Safety Boots, Leather Bush or thermal	1	As required, no more frequently than 12 months
Pants	3	May 1 <sup>st</sup>
Shirts	5	May 1 <sup>st</sup>
Sweat Shirt or Fleece zip sweater	1	May 1 <sup>st</sup>
Parka or Three-in-one Coat	1	Oct 1 <sup>st</sup> no more frequently than 24 months
The following will be provided as required		
Belts Knee Pads Rubber Boots Miner's Lamp Safety Goggles Rain Suits Gas Detectors Rubber Overshoes Safety Glasses (Prescription) Hard Hat & Liner Gloves Coveralls Safety Vests		

2. The employees described in paragraph 1 (a) above will wear the clothing issued by the Corporation when performing their job duties unless otherwise directed by their manager.
3. The clothing articles outlined in paragraph 1 (b) above will be issued in accordance with Article 19 of the Collective Agreement.
4. The employees described in paragraph 1(a) will no longer receive a Clothing Committee allowance for jackets.



5. Except as amended by this Agreement, all provisions of the Collective Agreement between the parties will apply. In the event that a provision of the Collective Agreement contradicts this Memorandum of Agreement, this Memorandum of Agreement will prevail.

This agreement signed the 20<sup>th</sup> day of December 2010, on behalf of the Parties.

For the Corporation:

For the Union

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Veronica McAlea Major  
Chief Human Resources Officer

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Rhea Campbell  
President, CUPE Local 101

**APPENDIX AGREEMENT "1"**

Employees Transferred From The Former Public Utilities Commission

This appendix to the Collective Agreement between the Corporation and CUPE Local 101 addresses the specific rights, benefits, contractual and statutory obligations concerning Local 101 employees who were transferred from the London Public Utilities Commission. The following provisions modify and take precedence over any conflicting references in the main Collective Agreement. For the purposes of clarity, the affected employees are listed in Schedule "A" of the Appendix.

## **ARTICLE 13 - HOURS OF WORK**

Except as otherwise provided for in this Agreement, the normal work week and the normal work day shall be as follows:

### **13.01 Normal Work Week**

- (a) Forty (40) Hour Employees:

Five (5) days, Monday to Friday inclusive, eight (8) hours per day, totalling forty (40) hours per week.

- (b) Thirty-six and one quarter ( $36\frac{1}{4}$ ) Hour Employees:

Five (5) days Monday to Friday inclusive, seven and one-quarter ( $7\frac{1}{4}$ ) hours per day, totalling thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week.

### **13.02 Normal Work Day**

- (a) Forty (40) Hour Employees:

Eight (8) hours between 7:30 AM and 4:00 PM, including a one-half ( $\frac{1}{2}$ ) hour lunch period.

- (b) Thirty-six and one quarter ( $36\frac{1}{4}$ ) Hour Employees:

Seven and one-quarter ( $7\frac{1}{4}$ ) hours to be scheduled between 8:15 AM and 4:30 PM, including a one-half ( $\frac{1}{2}$ ) hour or one (1) hour lunch period as determined by the department manager.

### **Occasional Shifts**

An occasional shift involves employees normally working a normal work day, but who may be required at various times to work out of their normal hours to facilitate certain jobs.

Occasional shifts shall not be worked between 0800 hours and 2400 hours Saturday and 0001 hours and 2400 hours Sunday, unless the applicable overtime rate, as set out in Article 14.01, is paid.

Occasional shifts for any individual employee shall not be scheduled for less than three (3) consecutive days excluding Saturday, Sunday and paid holidays, except that an occasional shift started the day before may continue until 0800 hours Saturday or paid holiday. All hours worked beyond 0800 hours Saturday or paid holidays shall be paid at the applicable overtime rate, as set out in Article 14.01.

If an individual employee works less than five (5) occasional shifts in any pay period, all hours worked during the normal pay period, excluding paid holidays and overtime hours, shall have the appropriate shift bonus added for the whole pay period.

An occasional shift worker returning to normal day work as per 13.02 shall not require the minimum sixteen (16) hours off between the time he or she finishes the occasional shift and returns to his or her normal day work.

Notice of required occasional shift work shall be given within the hours of the third regular shift of the employee, prior to the working of the employee's scheduled occasional shift.

### **Overtime - Shift Workers**

Except as otherwise provided for in this Agreement, time worked in excess of the regularly scheduled shift - eight (8) hours per shift for forty (40) hour scheduled employees and seven and one-quarter ( $7\frac{1}{4}$ ) hours per shift for thirty-six and one-quarter ( $36\frac{1}{4}$ ) hour scheduled employees - shall be at the rate of double time.

### **Shift Day**

All hours of a shift shall be deemed to be included in the calendar day in which the shift started.

### **Lunch Periods**

Lunch periods shall be scheduled by management but a shift employee will not be required to work more than five (5) continuous hours without a lunch break.

## **ARTICLE 14 - PREMIUM PAY**

### **14.01 Overtime**

Except as otherwise provided for in this Agreement, time worked in excess of the normal day, as defined in Article 13, shall be at the rate of double time.

Paid holidays shall be paid for at straight time unless otherwise agreed upon. Work done on paid holidays shall be paid at double time in addition to the regular holiday pay.

No payment shall be made for any overtime of less than one-quarter ( $\frac{1}{4}$ ) hours straight time continuous with regular working hours, e.g. ten (10) minutes at double time equals twenty (20) minutes and no payment; fifteen (15) minutes at double time equals thirty (30) minutes and payment shall be made.

### **14.02 Call-out**

A minimum of two (2) hours at the applicable premium rate, or the actual time worked at the applicable premium rate, whichever is greater, shall be paid for any call answered after the regular working hours except for any call answered within two (2) hours of the completion of the previous call, the time shall be considered continuous. Time shall be calculated from the time the employees leave their homes until they return for those employees designated on stand-by, trouble service, or for employees directed to the job site by the immediate supervisor. For employees directed to report to their work headquarters, time shall be calculated from the time of reporting until they return to their work headquarters or their homes as directed by their immediate supervisor.

Employees living outside the boundaries of the City shall not be paid travelling time when answering a call-out.

Any call answered in the one (1) hour preceding the one (1) hour following the employee's normal work day shall not be considered a call-out but time worked shall be paid at the applicable overtime premium rate.

### **14.07 Notice of Overtime**

The management will endeavour to give employees required for planned overtime work, which is to be performed outside the normally scheduled hours, at least twenty (20) hours advance notice of such planned overtime during the normal work week and not later than Friday before noon for weekend overtime work.

**14.08** A minimum of one (1) hour at the applicable premium rate, or the actual time worked at the applicable premium rate, whichever is greater, shall be paid for all week-end planned overtime whether worked or not unless notice of cancellation is given not later than twenty-four (24) hours previous to scheduled starting time of work.

## ARTICLE 23 - SICK AND ACCIDENT PLAN

**23.01** Sickness and non-occupational accident benefits shall be paid to permanent employees. No benefits under this Article shall be payable if the employee is disabled as a result of sickness or accident for which the employee is entitled to receive benefits under the Workplace Safety and Insurance Act.

**23.02** To qualify for sick and non-occupational accident benefits, eligible employees shall notify their immediate supervisor giving a reason for their absence that is satisfactory. Employees shall call their immediate supervisor or, if their immediate supervisor is not available, their respective offices not later than fifteen (15) minutes after their scheduled starting time on the first day they are off work. If it is physically impossible for the employee to give notification within the prescribed time, he or she shall make such notification as soon as possible.

**23.03** For periods of absence of five (5) working days or less, the employee shall provide a doctor's certificate upon return to work if requested to do so by his or her immediate supervisor during his or her absence. For all absences under this Article an "absentee slip" shall be completed by the employee.

For periods of absence of more than five (5) working days, the employee shall provide a doctor's certificate within the first fourteen (14) days of absence, and subsequently as the management may require. All such certificates shall be signed by a physician legally licensed to practice medicine and personally attending the employee for whom the certificate is submitted.

**23.04** Eligible employees shall receive benefits under this Article for a period of not more than seventeen (17) weeks at full regular pay for any one disability.

If after the termination of any disability under this Article, such employee again becomes disabled due to the same or related causes, such later disability shall be treated as a continuation of the previous disability, unless such employee has completely recovered from the previous disability and was continuously and actively at work on full time and for a full pay period of at least thirty (30) days after termination of the previous disability.

**23.05** When an employee has had four (4) incidents of sick leave in a calendar year, payment for subsequent incidents of sick leave for the balance of the year shall commence on the second consecutive working day of such leave. An incident is defined as any period of four (4) hours or more for employees in the forty (40) hour schedule and three and one-half (3 ½) hours or more for employees in the thirty-six and one-quarter (36¼) hour schedule.

**23.06** Permanent employees shall be allowed time off not to exceed four (4) hours per year for medical or dental appointments. This time may be taken as four (4) one (1) hour, two (2) two (2) hour or one (1) four (4) hour appointment(s). Time off shall be arranged with the immediate supervisor concerned prior to the appointment. Employees shall endeavour to arrange these appointments in the first or last hour(s) of the shift.

Notwithstanding the foregoing paragraph, an employee may be granted leave of absence without pay providing suitable arrangements can be made with his or her immediate supervisor.

## **ARTICLE 24 - MEDICAL PLANS**

**24.01** The Corporation shall pay 100% of the cost of:

- Long Term Disability Plan, three (3) year own occupation for permanent employees.

**24.02** (a) The following shall apply only when the employee is in receipt of L.T.D.I. benefits or Workplace Safety and Insurance Act benefits.

(b) Management shall apply for a disability waiver of premium for Life Insurance and O.M.E.R.S. pension in Article 26.

(c) The Corporation shall continue the payment of the employer's share of medical premiums in Articles 13.1(a), (b) and (c) and Article 24.01 as applicable for all employees in receipt of Worker's Safety and Insurance Board (WSIB) or LTD benefits.

**24.03** (a) All of the insurance mentioned in this Article and in Article 26 shall be more particularly described in the respective policy or policies of insurance. Any dispute over payment of benefits under any such policy or policies shall be adjusted between the insured or the beneficiary under such policy and the insurer concerned, but the management shall use its best efforts to adjust and settle any such dispute.

(b) Every employee shall be fully responsible for keeping the Human Resources Division informed of changes in marital status or number of dependents. An employee who is entitled to a reduced hospitalization or medical benefit premium due to a change in dependency status, and who fails to notify the Human Resources Division of such change, shall be responsible for the extra premium expense paid by the Corporation on his or her behalf.

**ARTICLE 25 - WORKPLACE SAFETY AND INSURANCE BENEFITS**

Permanent employees off because of accidents occurring during working hours shall receive ninety percent (90%) of their regular pay from the Corporation from the first day off, provided that the employee shall receive initial treatment from a qualified medical practitioner. Any Workplace Safety and Insurance Benefits received for this period shall be paid over to the Corporation by the employee.

At the end of ninety (90) days, the employee shall be paid by the Workplace Safety and Insurance Board and Corporation payment shall cease.



## **ARTICLE 26 - PENSION AND INSURANCE PLANS**

- 26.01** (a) The Corporation and the employees shall participate in the Ontario Municipal Employees Retirement System and Canada Pension Plan as established.
- (b) Effective January 1, 1977 for employees who retire after January 1, 1977 and before January 1, 1981, the Corporation shall provide an O.M.E.R.S. Type I Past Service Supplementary Pension – two percent (2%) formula -normal retirement age of sixty-five (65) years, with the total cost paid by the Corporation.
- (c) Effective January 1, 1981, the Corporation and the employees shall participate in the O.M.E.R.S. Type III Supplementary Pension Plan to provide for payment of a total pension commencing on retirement.
- i) On or after his or her normal retirement date, or
  - ii) Within ten (10) years before his or her normal retirement date if the employee has completed thirty (30) years of service with the Corporation.

The Corporation shall pay the total cost of past service and the employee shall pay the total cost of future service.

The O.M.E.R.S. Type III Supplementary Benefit covers all employees who began employment with the P.U.C. prior to January 1, 1983.

- (d) An employee wishing to retire under the provisions of the O.M.E.R.S. Type III Supplementary Pension Plan shall endeavour to give the immediate supervisor six (6) months notice for orderly planning to take place.

## **ARTICLE 27- EMPLOYMENT INSURANCE PREMIUM**

**27.01** The Corporation shall pay the employee's share as well as the employer's share of the cost of Employment Insurance Premiums for employees having completed six (6) months continuous service.

**27.02** It is agreed that the terms of this agreement satisfy all legislative requirements related to the Employment Insurance Premium Reduction.

**APPENDIX SCHEDULE "A"**

Collective Agreement provisions are governed by the Appendix for the following employees:

William Kleiber	Paul Marshall	Jane Duffenais (Hendry)
Steve Robinson	Ralph Thornton	Greg Traquair
Debra Rex	Victoria Henseler (Matias)	Sharon Heidrich
Janice Glover	Susan Sauer	John Blancher
Mary Helen Denomme	Sherry Parnall	Allan Taylor
George Negas	Cindy Verity	Bob Hannah
Lina D'Oria	Cathy Bond	Marilyn Gall (Steeves)
Maria Smith (Claro)	Debbie Melo	Jackie Martin
Jeff Kuchta	Brad Wills	

**APPENDIX AGREEMENT "2"**  
***FORMER TOWN OF WESTMINSTER EMPLOYEES BENEFITS***

This Appendix to the Collective Agreement between the Corporation and CUPE Local 101 addressed the specific rights, benefits and contractual obligations concerning Local 101 employees who were transferred from Former Town of Westminster. The following provisions modify and take precedence over any conflicting references in the main Collective Agreement. For the purposes of clarity, the affected employees are listed in Schedule "A" of Appendix Agreement 2.

Collective Agreement provisions are governed by the Appendix for the following employees:

Sheila Wigle

Marta Semeniuk (Ponkin)

Eva Koh

Anthony Krieger

Doug Thatcher

Don Simpson

**BENEFITS AT A GLANCE**  
**At December 31, 1992**  
**CITY OF LONDON - LOCAL 101**  
**Former Town of Westminster Employees**

Benefits	Coverage Highlights
<u><b>WAGE LOSS REPLACEMENT</b></u> <b>Sick Leave</b>  <b>Long Term Disability</b>	<ul style="list-style-type: none"> <li>- 1.5 days/month cumulative, no ceiling, no cash value</li> <li>- if away 10 days in a month, no credit for that month</li> <li>- following expiration of sick leave credits or 120 days, whichever is greater</li> <li>- 66 2/3 % of monthly earnings at date of disability , \$4,000 maximum per month</li> <li>- 2 years own occupation</li> <li>- not payable beyond age 65, retirement or termination of employment</li> <li>- 50 % rehabilitative income</li> <li>- 85 % all sources -direct offsets: CPP, WCB</li> </ul>
<u><b>OMERS PENSIONS</b></u>	- NRA 65; Type I supplementary; Type 111 permanent partial disability
<b>Compassionate Leave</b>	- may use up to 2 days per calendar year from accumulated sick leave to attend to spouse/child/parent on special or compassionate grounds which are medically related
Benefits	Premium Share Arrangement
<b>Long Term Disability</b>	100% employer paid
<b>OMERS Pension</b>	Employer matches employee contributions which are equal to: 6% of contributory earnings up to year's Maximum Pensionable Earnings (YMPE) 7.5% above the YMPE.

**APPENDIX AGREEMENT "3"**

***FORMER MIDDLESEX COUNTY EMPLOYEES BENEFITS***

This Appendix to the Collective Agreement between the Corporation and CUPE Local 101 addressed the specific rights, benefits and contractual obligations concerning Local 101 employees who were transferred from Former County of Middlesex. The following provisions modify and take precedence over any conflicting references in the main Collective Agreement. For the purposes of clarity, the affected employees are listed in Schedule "A" of Appendix Agreement 3.

Collective Agreement provisions are governed by the Appendix for the following employees:

Charles Brant

**BENEFITS AT A GLANCE**  
**at December 31, 1992**  
**CITY OF LONDON - Local 101**  
**Former County of Middlesex Employees**

Benefits	Coverage Highlights
<u><b>WAGE LOSS REPLACEMENT</b></u> <b>Sick Leave</b>  <b>Long Term Disability</b>	<ul style="list-style-type: none"> <li>- 1 ½ days/month cumulative</li> <li>- no sick leave credits given in any month if employee absent from duty in that month:               <ul style="list-style-type: none"> <li>a) for more than 15 days for any reason other than vacation, leave of absence, with pay, or,</li> <li>b) without leave</li> </ul> </li> <li>- benefit waiting period: 17 weeks</li> <li>- 66 2/3 % of monthly earnings (at date of disability), \$2,500 maximum per month</li> <li>- 2 years own occupation</li> <li>- not payable beyond age 65, retirement, or termination of employment</li> <li>- 85 % all sources - direct offsets; CPP, WCB</li> </ul>
<u><b>OMERS PENSION</b></u>	- Ontario Municipal Employees Retirement System -NRA 65; Type I
<u><b>PAID HOLIDAYS</b></u>	<ul style="list-style-type: none"> <li>- 11 statutory and civic holidays as outlined in Collective Agreement -one lieu day</li> <li>- one-half working day preceding Christmas Day</li> </ul>
<u><b>LEAVES OF ABSENCE</b></u> <b>Personal/Emergency</b>	- leave without pay and without loss of seniority shall be granted to any employee requesting such leave for good and sufficient cause

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**BENEFITS AT A GLANCE**  
**CITY OF LONDON - LOCAL 101 Former County of Middlesex**  
**At December 31, 1992**

Benefits	Coverage Highlights	
<b><u>SICK LEAVE GRATUITY</u></b>	- employees with more than 5 years service will receive a sick leave gratuity equal to 1/2 of credits earned up to January 1, 1981 (frozen bank only), but not more than one-half year's earnings	
BENEFITS	PREMIUM SHARE ARRANGEMENT	
	EMPLOYER PAID	EMPLOYEE PAID
<b>Long Term Disability</b>	100%	0%
<b>OMERS Pension</b>	6% of contributory earnings up to year's Maximum Pensionable Earnings (YMPE) 7.5% above the YMPE.	6% of contributory earnings up to year's Maximum Pensionable Earnings (YMPE) 7.5% above the YMPE.

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