

# ST. JOHN'S

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## AGREEMENT

between

CITY OF ST. JOHN'S

and

CANADIAN UNION OF

PUBLIC EMPLOYEES

LOCAL 1289

Effective

June 30, 2014 to June 30, 2018



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## **ARTICLE 1 PREAMBLE**

**1:01** Whereas it is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
3. To encourage efficiency of operation.
4. To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.

**1:02** And whereas it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an Agreement.

## **ARTICLE 2 RECOGNITION**

### **2:01 Recognition of Union**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of work and all other conditions of employment for all employees save and except those in classifications identified in Schedule "B" of this Collective Agreement.

### **2:02 Definitions**

This collective agreement is fully applicable to all part time, temporary, **call-in** and seasonal employees.

- (1) "Employee" means a person included in the bargaining unit who is employed by the Employer for remuneration.
- (2) "Part time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (3) "Permanent employee" means a person who has completed his/her probationary period and is employed without reference to any specific date of termination of service.
- (4) "Temporary employee" means a person who is employed for a specific period, or as a replacement for a permanent employee on a temporary leave of absence, or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work. Temporary employees employed for a period of more than (12) consecutive months shall be deemed to be permanent unless mutually agreed otherwise by the parties at the time of hiring.

- (5) "Seasonal employee" means a person who is employed on a recurring basis from year to year.
- (6) "Call-in employee" means a person employed on an intermittent basis, usually to relieve on a day to day basis for employees on leave.

The parties recognize that under certain circumstances a permanent employee may occupy a temporary position, or on a temporary basis may occupy a position other than his/her regular one. In such cases the employee's rights and benefits under this Agreement shall remain unchanged.

### **2:03 No Other Agreements**

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

### **2:04 Work of the Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon by the parties.

## **ARTICLE 3 EMPLOYER REPRESENTATIVES**

### **3:01 Employer Representative**

"Employer Representative" unless otherwise specifically defined shall mean the City Manager, his/her designated representative or such other persons as may be appointed by the Employer from time to time. The Employer will notify the Union through its Secretary of the names of persons with whom the Union shall transact business.

### **3:02 Department Head**

"Department Head" unless otherwise specifically defined shall mean the **Deputy City Manager or his/her designate.**

## **ARTICLE 4 UNION STATUS**

### **4:01 Union Membership**

All employees within the scope of the Bargaining Unit shall as a condition of employment maintain Union membership. All new employees within the scope of the Bargaining Unit shall, as a condition of employment, become members in good standing at the commencement of their employment.

### **4:02 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion

exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, gender identity, marital or family status, place of residence, physical, or mental disability, nor by reason of membership or activity in the Union, nor for any reason prohibited by the human rights legislation.

#### **4:03 Check - Off Payments**

The Employer agrees to deduct from the earned wages of all employees coming within the scope of the Bargaining Unit the initiation fees, and/or weekly dues and arrears of those dues of the Union, and to remit to the Union the full amount of such deduction on or before the 15th day of the month following the month for which the dues were levied. A list of the employees from whom the deductions have been made shall be furnished with each dues cheque showing the employees name, payroll number, dues paid and initiation fees or assessments paid. Lists of employees' addresses, phone numbers and classifications shall be made available on a periodic basis, as requested by the Union, in paper and/or in electronic format.

#### **4:04 Orientation of New Employees**

- (a) The Employer agrees to acquaint new employees that a Collective Agreement is in effect and with the conditions of employment set out in the Agreement. The Employer shall provide the new employee with a copy of the Collective Agreement.
- (b) On commencing employment, an Employer Representative will introduce the new employee to his/her Union Steward or Representative.
- (c) An officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union. Where more than one (1) employee is hired, where possible this interview process may be a combined meeting of all new employees. Time off for such meetings must be at a mutually agreed time between the Union and the Employer Representative.

#### **4:05 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer or the Employer Representative. Such Union representatives shall have access to the Employer's premises in order to investigate a grievance but only with the prior approval of the Employer or the Employer Representative.

#### **4:06 Harassment**

Both the City and the Union consider sexual harassment as defined below and personal harassment as defined below to be reprehensible and are committed to maintaining an environment where such harassment does not exist.

To this end, the Union and the City recognize the right of employees to work in an environment which is free from harassment. The parties undertake to investigate alleged occurrences with all possible dispatch. If harassment has taken place, the City shall take appropriate action and shall ensure that the harassment ceases. The victim shall be afforded all reasonable protection from repercussions which might result from his/her complaint.

A grievance under this clause shall be filed with the City Manager at Step 3 within twenty (20) working days of the incident giving rise to the grievance.

An individual is free to file a complaint in any forum and may do so however, an individual who wishes to file and process a grievance on any allegation of harassment must do so before actively proceeding with a complaint in any other forum.

In the event the parties are unable to resolve the matter, either party may refer the matter to arbitration in accordance with Article 9 and the parties shall make every reasonable effort to schedule a hearing within sixty (60) calendar days of the referral to arbitration.

- (a) Sexual harassment is comprised of unsolicited comments, gestures or physical contact of a sexual nature that the individual knows or ought reasonably to know to be unwelcome, objectionable, or offensive. Except in gross situations, where an individual takes exception to the actions, behavior or comments of another individual they should warn the other person that their behavior is unwanted and must cease.

Sexual harassment may involve procuring favours or promises of favours with the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

- unnecessary touching or patting
- suggestive remarks, jokes or behavior
- demands for sexual favours
- physical assaults

- (b) Personal Harassment is defined as one or a series of intentional comments or actions designed to deliberately abuse or humiliate a person and which result in an intimidating or hostile working environment. It is understood that the work performance of employees who are subject to harassment may be adversely affected. Such alleged harassment will not include supervisor/employee performance assessment and appraisal or matters within the normal disciplinary processes of the City.

## **ARTICLE 5 LABOUR MANAGEMENT COMMITTEE**

### **5:01 Establishment of Committee**

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.



### **5:02 Function of Committee**

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (2) Improving and extending services to the public;
- (3) Promoting safety and sanitary practices;
- (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (5) Correcting conditions causing grievances and misunderstandings.

### **5:03 Meetings of Committee**

The Committee shall meet on the first Tuesday of every second month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. If such notice and agenda is not provided, the meeting will be postponed. Employees shall not suffer any loss of pay for time spent with this Committee.

### **5:04 Chairman of the Meeting**

An Employer and a Union Representative shall be designated as joint Chairman and shall alternate in presiding over meetings.

### **5:05 Minutes of Meetings**

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairman as promptly as possible after the close of the meeting. The Union, the C.U.P.E. Representative, and the Employer shall receive a signed copy of the minutes within seven (7) calendar days following the meeting.

### **5:06 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 6    LABOUR MANAGEMENT BARGAINING RELATIONS**

### **6:01    Representation**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **6:02    Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than **five (5)** members of the Union. The Union will advise the Employer of the Union members on the Committee.

### **6:03    Function of Bargaining Committee**

All matters pertaining to collective bargaining shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### **6:04    Meetings of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held as soon as is reasonably possible.

### **6:05    Time Off for Meetings**

Any representative of the Union involved with Bargaining and/or matters related to Bargaining, or the Bargaining Committee, who is in the employ of the Employer shall, upon receiving permission from the Employer, have the right to attend meetings held within working hours without loss of remuneration. Permission for time off under this clause shall not be unreasonably withheld.

If an employee who is a member of the bargaining committee is scheduled for work on a day when full day meetings related to bargaining are scheduled, he/she shall not be required to report for his/her regular shift and he/she shall be paid his/her regular salary for the day.

### **6:06    Technical Information**

- (a) Upon written request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, positions in the Bargaining Unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and **benefit** plans and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes. Such information shall not be unreasonably requested nor denied.

- (b) Any charges specified for the provision of the information under the Access to Information and Protection of Privacy Act shall be waived by the City where any information is requested by the Union under terms of that Act.
- (c) Information shall not be unreasonably requested nor denied and will be provided in a timely fashion.

#### **6:07 Union Office**

In order that the Union can properly represent the employees in Labour-Management relations, the Employer shall provide the Union with reasonable office accommodation on the premises including telephone, voice mail, fax machine and computer. The union shall reimburse the City for any long distance charges.

#### **6:08 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day if and when space is available.

#### **6:09 Correspondence**

All correspondence between the parties, or their representatives, arising out of this agreement or incidental thereto, shall be copied to the **HR Manager of Advisory Services** and the Union Recording Secretary.

### **ARTICLE 7 RESOLUTIONS AND REPORTS OF THE EMPLOYER**

#### **7:01 Re-organization**

If in any department of the Employer there is a proposed re-organization of work affecting any employee or employees, excluding those identified in Schedule "B" of this Agreement, the Employer shall give notice to the Union of such proposed re-organization, and the Union may submit its views with respect to such re-organization, and the Employer shall give consideration to the submission of the Union provided such submission is made to the Employer within two (2) weeks from the date of receipt by the Union of the said notice from the Employer.

#### **7:02 Copies of Resolutions**

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Employer which affect members of the Bargaining Unit are to be immediately forwarded to the Union.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

### **8:02 Names of Stewards**

The Union shall notify the Employer in writing the name of each Steward and the department(s) he represents, and the name of the Chief Shop Steward before the Employer shall be required to recognize him/her. In the absence of the Chief Shop Steward and provided the City is notified in advance, the Deputy Chief Shop Steward shall assume said responsibilities. The Stewards so elected (appointed) shall constitute the Grievance Committee.

### **8:03 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her Supervisor, which permission shall be given within an hour. Such permission shall not be unreasonably requested or denied.

### **8:04 Definition of Grievance**

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the terms of the Collective Agreement or where the Employer has acted unreasonably with regard to interpretation, application, administration, or alleged violation of the terms of the Collective Agreement.

### **8:05 Procedure for Settling of Grievance**

#### **8:05.01 Fairness**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

#### **8:05.02 Copies of Grievances & Responses**

All written grievances must be copied to the **Department Head (i.e. Manager, Director or Deputy City Manager) Human Resources Division**, the Union Chief Shop Steward and the Union Recording Secretary. All responses to grievances, stating reasons, must be in writing to the Union Chief Shop Steward with a copy to the **Department Head (i.e. Manager, Director or Deputy City Manager) Human Resources Division** and to the Union Recording Secretary.

## **8:05.03 Steps in Procedure**

### **Step 1 - Verbal:**

- (a.1) Before a written grievance is filed, the alleged grievance shall be first discussed directly between the aggrieved employee(s) and/or the Shop Steward and the employee's immediate supervisor. This discussion shall be without prejudice to either party and must take place as soon as possible, but in no case later than ten (10) working days after the aggrieved employee has become aware of the occurrence of the alleged violation.
- (a.2) An employee returning from any form of leave or layoff shall have a further 10 working days after return to work in which to file a grievance on a matter which occurred during his/her absence or a matter which occurred prior to the commencement of layoff or leave.
- (b) A verbal decision stating reasons must be rendered immediately (within 24 hours) after the discussion has taken place unless both parties agree that a requirement exists for further review or investigation.
- (c) Should this decision fail to resolve the alleged grievance, a written grievance may be filed and processed at step two (2) as specified hereafter.

### **Step 2 - Written:**

- (a) Failing satisfactory settlement at Step 1, a written grievance will be submitted to the Department Head within ten (10) working days of receipt of the supervisors response at Step One (1). The grievance shall be signed by the aggrieved employee(s) and/or the Union Chief Shop Steward (or his/her designate).
- (b) For information purposes, the written grievance will quote the specific article(s) and/or clause(s) which the aggrieved employee alleges has been violated, and will include general details to support the claim and any remedy sought.
- (c) The Department Head shall respond in writing stating reasons for the decision reached within ten (10) working days of receipt of the grievance.
- (d) Should this decision fail to resolve the matter, the written grievance may be processed at step three (3) as specified hereafter.

### **Step 3 - Appeal:**

- (a) Failing satisfactory settlement at Step 2, the Union Chief Shop Steward (or his/her designate) may submit a written grievance to the City Manager within ten (10) working days of receipt of the Department Head's response to Step 2.
- (b) The City Manager, or in his/her absence his/her designate, shall hold a hearing within ten (10) working days of receipt of the grievance. A designate of the City Manager shall not have been involved in the grievance at a previous step.
- (c) A written decision stating reasons shall be rendered to the Union Chief Shop Steward (or

his/her designate) within ten (10) working days of the hearing.

- (d) Failing a satisfactory decision being reached at Step 3, the grievance may, within 30 calendar days of receipt of the written decision, be referred to Arbitration.

### **8:06 Policy Grievance**

Where a dispute arises involving a question of general application or interpretation of a provision of this Agreement, either party may initiate a policy grievance at Step Three of the procedure outlined in Article 8.05.

- (a) Such a policy grievance must be in writing and clearly identified as such. It shall quote the alleged violation and must include both general details to support that claim and any remedy sought.

### **8:07 Union May Institute Grievances**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

#### **8:07.01 Grievance on Safety**

An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance at step two (2) of the Grievance Procedure.

#### **8:07.02 Grievances on Bumping, Job Posting**

Where a grievance relates to bumping or job posting, the grievance shall be submitted in the first instance to the Director of Human Resources at Step 2.

### **8:08 Facilities for Grievances**

The Employer agrees to supply the necessary room for the Grievance Meetings.

### **8:09 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement must be in writing and signed by both parties and are subject to the grievance and arbitration procedure.

### **8:10 General**

- (1) The parties may waive any step in these procedures and/or extend any time limits by mutual agreement in writing.
- (2) All meetings between City representatives and representatives of the Union will be held by appointment at times mutually satisfactory to both parties and without unreasonable delay when requested by either party.

### **8:11 Time Limits**

Both parties shall comply with the time limits shown. However, in the processing of any particular grievance either party may request an extension to any time limit in this process. If such extension is requested it shall be subject to mutual agreement but such agreement shall not be unreasonably withheld by either party.

### **8:12 Representation**

- (1) If an employee so desires and the City is advised in advance, he/she may be represented by a CUPE National Representative at any step of the grievance procedure. The employee concerned may be present at all grievance meetings.
- (2) At any stage during the grievance procedure the Union shall not be restricted in its size and choice of representation in meetings with the Employer. The Union shall make every reasonable effort to restrict the number of employees present at a meeting from any particular work area.

### **8:13 Preventative Mediation**

Provided both parties agree, a grievance which is scheduled for arbitration may be referred to grievance mediation (**Labour Relations Agency**) for a further attempt at resolution.

## **ARTICLE 9 ARBITRATION**

### **9:01 Written Notice**

Should the parties fail to settle the grievance through the procedures outlined in Article 8, the grievance may be referred to arbitration on written notice from either party within thirty (30) calendar days following receipt of the Step Three decision.

### **9:02 Single Arbitrator**

Matters referred to arbitration will be heard by a single Arbitrator mutually agreed by the parties.

### **9:03 Arbitration Board**

Either party may advise the other of their desire to use an Arbitration Board. Such advice must be in writing, and forwarded to the other party at the time the grievance is referred to Arbitration.

#### **(a) Composition of Board of Arbitration**

When either party requests that a grievance be submitted to the Arbitration Board, the request shall be made to the other party to the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer indicating the name and address of its appointee to the Arbitration Board. The two (2) Nominees shall then meet to select an impartial chairperson under normal procedures. The nominees shall select a Chairperson from the LMCC Panel of Arbitrators available to hear the case within 60 days.

**(b) Failure to Appoint**

If the party receiving the notice fails to appoint a nominee, or if the two (2) appointees fail to select a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

**(c) Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible, follow a layman's procedure and avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision at a mutually agreeable time and place in consultation with the parties.

**(d) Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

**9:04 Scheduling**

The Arbitrator, when appointed, shall proceed to schedule the hearings to resolve the grievance at a mutually agreeable time and place in consultation with the parties.

**9:05 Decision**

All decisions arrived at by the Arbitrator shall be final and binding on the parties.

**9:06 Limits on Jurisdiction**

The Arbitrator shall not have jurisdiction to establish new provisions or to change in whole or in part any provision of this Agreement.

**9:07 Amending of Time Limits**

The Arbitrator shall establish procedures for the arbitration process which are consistent with normal practice and with natural justice.

A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice and in such case the arbitrator or arbitration board shall have the remedial authority to rectify any such error or to expand the time limits contained in Articles 8 and 9.



## **9:08 Fees**

The fees and charges of the Arbitrator shall be shared equally by the parties hereto.

## **9:09 Witnesses**

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **9:10 Expedited Arbitration**

Subject to agreement by both parties, expedited arbitration may be used in place of the normal arbitration processes. The decisions of the Arbitrator in expedited arbitration will be binding on the parties and will have precedential value for future grievances unless both parties agree otherwise. The format and procedures for expedited arbitration will be subject to the agreement of both parties at the time.

## **9:11 Powers of Single Arbitrator**

For clarity it is understood between the parties that a single Arbitrator shall have the same powers, authority and jurisdiction as an Arbitration Board.

# **ARTICLE 10 DISCHARGE, SUSPENSION AND DISCIPLINE**

## **10:01 Discipline Procedure**

An employee may be disciplined but only for just cause. In the case of dismissal, this action must be carried out by the **Division Director or designate**. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of his/her Steward or Union Representative. Such employee and the Union shall be notified of the reason for such discipline or discharge in writing within 48 hours.

## **10:02 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

## **10:03 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority. He/she shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

#### **10:04 Crossing of Picket Lines During Strike**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute. Failure to cross such a legal picket line by a member of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

#### **10:05 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within twenty (20) working days of the event of the complaint, with copies to the Union and to the C.U.P.E. Representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

#### **10:06 Record of Employee**

The record of an employee shall not be used against him/her at any time in the following instances:

- (1) When eighteen (18) months have elapsed since a suspension, provided that there has been no recurrence of a similar and/or any other infraction;
- (2) When twelve (12) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or any other infraction; except in the case of continuing alcohol and/or drug related offenses where there shall be no such limitations.
- (3) Any document exceeding the time limits as specified in one and two above, placed on an employees personal file which records a suspension or censures an employee in a manner indicating that suspension or dismissal may follow any repetition of an act of an unsatisfactory work performance; or any document of a disciplinary nature shall be removed from and destroyed upon the time limits specified above. Where a disagreement arises as to the date of the incident or situation referred to above, the date cited on the document shall apply. The affected employee shall be responsible for requesting that the document be removed from his/her personal file.

#### **10:07 Right to Have Steward Present**

An employee shall have the right to request and have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

### **10:08 Access to Personnel File**

- (a) Upon request, and at reasonable times, an employee shall have the right to have access to and review his/her personnel file. An employee shall have the right to receive copies of any material contained in his/her personnel file and shall also have the right to request the removal of any time expired communication of a disciplinary nature which have been inadvertently left on file (reference Article 10:05).
- (b) There shall be one recognized personnel file and this file will be maintained by the Department of Human Resources.
- (c) Only documents which are copied to the employee's personnel file with the knowledge of the employee shall have any official standing in any subsequent disciplinary action. The employee shall sign the file copy to acknowledge receipt of any disciplinary document. The employee's signature does not necessarily mean agreement with the contents of the documents. In the event that the employee refuses to sign the disciplinary document, the Union Chief Steward shall sign the document, indicating receipt of the document and refusal by the employee to sign. An employee shall have the right to respond in writing to any document placed on his/her personnel file and such reply shall become part of his/her permanent record.
- (d) An employee may give written permission for a representative of the Union to inspect and receive copies of documents from his/her personnel file for the purpose of investigating a grievance.

### **10:09 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

## **ARTICLE 11 SENIORITY**

### **11:01 Seniority Defined**

Subject to 11:04, seniority is defined as length of service with the Employer in a bargaining unit position, or for employees who were on the seniority list as of July 1, 1996 seniority is defined as length of service with the Employer. Seniority shall be one of the factors used in determining promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining unit wide basis.

### **11:02 Seniority Lists**

The City shall prepare a seniority list which shall show the employee's seniority as defined in 11:01. Up to date seniority lists shall be sent to the Union and posted on all bulletin boards in January and July of each year.

Where CUPE Local 1289 is certified by the Labour Relations Board as bargaining agent for an employee or employees or a position is included in the bargaining unit by the Labour Relations Board, the employees shall be placed on a seniority list and assigned a seniority date as directed by the Labour Relations Board.

Where two or more employees commence work on the same day the seniority numbers shall be based on the last three digits of the employee's Social Insurance Number, with the lower seniority numbers assigned in ascending order from the employee having the lowest number in the last three (3) digits of his/her S.I.N. In cases of dispute the City shall provide the Union with the last three digits of the employees' social insurance number.

Where an employee has accepted a temporary position with the City, including the Regional Fire Service or Regional Water, but outside the bargaining unit, through the job competition process (Article 12), he or she will maintain their seniority up to and including a thirteen (13) month period, and the employee shall be required to continue to pay Union Dues during such period. At the conclusion of the thirteen (13) month period the employee will revert to his/her original position, or lose his/her seniority as per Article 11:04.

If the employee does not challenge the position of his/her name on the seniority list within thirty (30) calendar days from the date of posting of the most current seniority list then he/she shall be deemed to have proper seniority until the list is next posted. For employees on any form of approved leave when the list is posted the thirty (30) day period shall commence upon his/her return to work.

An employee who is absent on approved time off during his/her scheduled work week because of layoff, sickness, bereavement, holidays, vacation, or other approved leave of absence including time spent on Worker's Compensation, such approved time off shall be counted for the purpose of determining seniority credits.

### **11:03 Probationary Employees**

A newly hired employee shall be on probation for:

1. Hired at salary band twenty one (21) or above or in the classification of Assessor Trainee or Building Inspector Trainee; one hundred and twenty (120) full working days or shifts from the date of hire.
2. A new employee hired at salary band 20 or lower - sixty (60) full working days or shifts from the date of hire.
3. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement excepting that their employment status is probationary and he or she shall not be permitted to apply on any temporary jobs. In the event the employee moves to another permanent position during the probationary period, a new probationary period will commence. After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period the employee shall be placed on the seniority list on a conditional basis and shall be recalled as if he/she had seniority.
4. For the purposes of this article **call-in** and part time employees shall be considered to be on probation for 60 days of actual work or shifts in such a position.

### **11:04 Loss of Seniority**

An employee shall not lose seniority rights if he/she is absent from work because of, sickness, disability, accident, lay-off or leave of absence approved by the Employer. An employee shall only lose his/her seniority in the event:

- (1) He/she is discharged for just cause and is not reinstated.
- (2) **(a) He/she resigns in writing and does not withdraw within three (3) working days.**  
**(b) He/she provides notice of retirement and does not rescind such notice in advance of 60 calendar days prior to the date that the employee had identified as his/her retirement date .**
- (3) He/she fails to return to work within seven (7) calendar days following a lay-off and after being notified by Registered or Certified Mail to do so, unless through sickness or other just cause. An employee recalled for **temporary** work or employment of less than three (3) months shall not lose his/her recall rights for refusal to return to work. If the senior qualified employee recalled notifies the Employer that he/she will return to work but not immediately as requested by the Employer, the Employer may recall qualified employees in order of seniority for the period until the senior employee reports for work as stated above. The junior employee will then be laid off upon the return to work of the senior employee who has been recalled. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- (4) He/she is discharged because he/she was absent from work without notifying the appropriate official for five (5) days unless notice was not reasonably possible.
- (5) He/she is laid off and does not return to active service for a period of 36 continuous months or longer.
- (6) He/she accepts a permanent position with the employer outside the bargaining unit.
- (7) He/she occupies a temporary position excluded from the bargaining unit in accordance with schedule B in excess of thirteen (13) months. In the event of a conflict between 11:04(5) and 11:04(7), 11:04(5) shall prevail.
- (8) He/she accepts a permanent position outside the Bargaining Unit, however, an employee who opts to pay Union dues during his/her probationary period in the position outside the bargaining unit may maintain his/her seniority for the duration of the probationary period. In no circumstances shall the probationary period exceed six (6) months.

### **11:05 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. Where an employee has accepted a temporary position with the same Employer but outside the bargaining unit, through the job competition process (Article 12), he or she will maintain their seniority up to and including a thirteen (13) month period, and the employee shall be required to continue to pay Union Dues during such period. At the conclusion of the thirteen

(13) month period the employee will revert to his/her original position, or lose his or her seniority as per Article 11.04. Should the employee be unable to perform the duties of the temporary assignment he/she will be transferred back to the bargaining unit and revert to his/her original position.

### **11:06 Interchanges or Changes**

Employees who are qualified may be interchanged or transferred within a Department or from one Department to any other at any time and from time to time when circumstances warrant, provided that seniority in service shall not be surrendered or affected by such interchange or transfer, and further provided that no permanent or regular employee shall be laid off, discharged or have their rate of pay reduced by reason of such interchange or transfer.

## **ARTICLE 12 VACANCIES AND NEW JOBS**

### **12:01 Job Postings**

The City shall determine the number and type of jobs necessary for its requirements and when a vacancy exists.

Subject to 12:10, when a vacancy occurs or a new position is created which comes within the scope of this agreement, the City shall notify the Union in writing and post notice of the position in the City's offices, locker rooms, shops and on all bulletin boards for a minimum of 1 week, so that all members of the Bargaining Unit will have the opportunity to know of the vacancy or new position. The position shall be posted within one (1) week of the vacancy having been identified.

Notwithstanding the foregoing in the case of a non-scope position below the level of Manager, the Employer will post advisory notices on normal Bulletin Boards in order to advise employees of the City's intention to fill these positions. The provisions of 12:02 shall not apply to advisory notices for non-scope positions.

### **12:02 Information in Postings**

Such notice shall contain the following information: nature of positions, qualifications, required knowledge and education, skills, shift, wage, salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants" and, for advisory purposes only, indicate the previous incumbent where one exists. Postings for temporary positions shall indicate the anticipated length of time that the position will be used.

### **12:03 Outside Advertising**

With respect to vacancies or new positions in the Bargaining Unit, no outside advertisement, unless mutually agreed to by the parties, shall be placed until all applications from members of the Bargaining Unit, submitted in writing in the time limit specified, have been considered. Any employee, who is unsuccessful for a job posting that is going to be advertised outside, shall be required to initiate his/her grievance at Step 2 (Article 8:05:03) of the grievance procedures. The filing of the grievance should be made within five (5) working days of the date the employee was notified that he was unsuccessful.

Positions outside the bargaining unit below the level of Manager will not be filled until all applications from members of the Bargaining Unit, submitted in writing in the time specified, have been processed.

#### **12:04 Role of Seniority in Promotions and Transfers**

Both parties recognize:

- (1) The principle of promotion within the service of the Employer.
- (2) That job opportunity shall increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, and having sufficient qualifications in accordance with Clause 12:02. Appointments from within the Bargaining Unit shall be made within forty-five (45) calendar days of the closing date of the posting, or on the specified start date on the posting whichever is later.

The Employer shall supply the Union with a list of the names of all applicants upon request.

Applicants who have been interviewed may withdraw their application at any time prior to acceptance of appointment.

#### **12:05 Designation of Supervisor**

Every employee, upon commencing employment or on changing jobs, shall be notified of the name of his/her immediate designated supervisor.

#### **12:06 Trial Period**

The successful applicant shall be placed on trial for a period of sixty (60) full days of actual work and he or she shall not be permitted to apply on any temporary jobs during the trial period. Conditional on satisfactory service, the employee shall be confirmed in the position after the period of sixty (60) full days of actual work. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage and salary rate or to an equal position with the consent of the employee, without loss of seniority. Any other employee(s) promoted or transferred because of rearrangement of positions shall also be returned to his/her former position, wage or salary rate, or to an equal position with the consent of the employee, without loss of seniority.

Employees who have been deemed unsatisfactory during the trial period shall return to their previous position unless they have been deemed unsatisfactory in that position. In such case, the employee shall have the right to bump any position in which they have not been deemed unsatisfactory, or revert to layoff.

#### **12:07 Promotions Requiring Higher Qualifications**

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but who is in the process of becoming qualified, with the expectation that

he will become qualified within a further three (3) months. The employee, if promoted, will be on a trial basis until he has qualified within the time limit specified.

### **12:08 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a new position within the scope of this Agreement, the name of the successful applicant shall be posted on all bulletin boards. Applicants within the scope of this agreement with more seniority who are unsuccessful shall be provided, in writing, upon request, the reasons for his/her failure to acquire the position. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment that fall within the scope of this Agreement. The Union shall be notified of the filling of other positions as per City Policy.

### **12:09 Older Workers / Persons with Disabilities**

An employee unable, through injury, illness or advancing years, to perform his/her normal duties shall be provided with alternate employment, if such is available and if the employee is qualified and able to carry out the duties of the position. Such an employee shall not displace an employee with more seniority.

### **12:10 Training Courses**

Within each relevant department/work area the Employer shall post information on any specific training courses and experimental programs directly related to the qualifications of a specific classification within that area and for which employees in that department/work area may be selected. The posting shall contain the following information: type of course (subjects and material to be covered), time, duration and location of course, basic minimum qualifications required of applicants. This posting shall be posted for a period of one (1) week on appropriate bulletin boards to afford all interested employees an opportunity to apply for such training. It is understood that the City retains sole discretion over what training courses may be offered.

For Employer required and approved training, time associated with training will be considered as time worked or time off depending on the normal work schedule of the employee and the employee's normal basic pay for the period will not be increased or decreased as a result of training.

Where an employee is required by the Employer to attend a training assignment through one or more of his/her scheduled days off and no substitute days off are scheduled within the training assignment the City shall grant the employee days off in lieu on the completion of the training assignment or those days off will be credited to the employee's time bank to be used later on a day for a day basis at the employee's request.

Where an employee attends training which the City deems to be mandatory, any time spent at such training that exceeds the daily or weekly hours of work shall be paid at the applicable overtime rates or placed in the employees TOILOOT bank in accordance with Article 15:11.

Should an employee be permitted to attend an Employer approved training assignment at his/her request these provisions regarding days off shall not apply. Allocation of additional positions shall be among interested employees on the basis of seniority.



## 12:11 Temporary Vacancies

In the event that a temporary vacancy occurs within the scope of this agreement the following shall apply.

- (a) The City is required to post temporary vacancies which exceed five (5) months.
- (b) Where operational requirements permit, the senior employee within the division who is sufficiently qualified and able shall be appointed to fill temporary vacancies of greater than (2) weeks and less than five (5) months. Where operational requirements do not permit the reassignment of employees the position will be offered to any qualified persons on layoff in order of seniority before a new employee is utilized.
- (c) Except as stipulated in (b) above, the selection of employees to fill temporary vacancies that are not expected to exceed five (5) months in duration shall be at the discretion of the City.
- (d) Temporary vacancies that are expected to exceed five (5) in duration shall be posted for a period of five (5) working days. The selection of employees to fill such vacancies will be made in accordance with Article 12:04.
- (e)
  - (i) Subject to 12:11 (e) (ii), employees assigned or selected to cover a temporary assignment or temporary vacancy shall return to their normal permanent position at the end of the temporary assignment, and employees recalled to cover such assignments or vacancies shall return to layoff status if unable to exercise bumping rights in accordance with Article 13.
  - (ii) Notwithstanding 12:11 (e) (i), an employee who is recalled to fill a temporary position shall not be permitted to bump into another occupied temporary position with a remaining duration of less than 20 twenty working days.
  - (iii) Notwithstanding (e)(i) and (e)(ii) above or Article 13, temporary assignments or temporary positions of any duration shall only be subject to bumping on one occasion. If a permanent employee wishes to bump a temporary position or temporary assignment, this restriction (12:11 (e) (iii)) will not apply.
  - (iv) The Union shall be notified in writing of any temporary assignments of employees, whether he or she is recalled or assigned.
- (f) Employees who fill a temporary vacancy may not bid on any other temporary vacancy unless the duration indicated in the initial posting is exceeded. Employees shall not be restricted from proceeding on annual leave or any other form of approved leave once the duration indicated in the initial posting has been completed.
- (g) In the event that the employee's regular position no longer exists at the end of the temporary assignment or vacancy the employee shall be entitled to exercise his/her bumping rights in accordance with Article 13.
- (h) Any training or experience gained by an employee while temporarily assigned to a

position immediately before that position is posted on a temporary or permanent basis, shall not be the deciding factor in that competition.

- (i) Any temporary position that is extended so that it ends more than 3 months after the completion date indicated in the original posting must be posted as per article 12:01.
- (j) Where a temporary vacancy is extended with the same incumbent, the incumbent shall not suffer any loss in salary by not being able to return to the position he/she held immediately prior to occupying the temporary vacancy.
- (k) When an employee vacates a temporary position which will extend for more than three (3) months from the date that he/she vacates the position, the City will re-post the temporary position under the procedure outlined in article 12:01.

## **12:12 Eligibility for Jobs and Promotions While on Approved Leave**

**12:12.01** Employees on any kind of approved leave shall be eligible to apply for and to be appointed and/or promoted to jobs while on approved leave.

**12:12.02** If the successful applicant on appointment is unable to assume his/her duties because of approved leave, then the next applicant who otherwise would have been appointed, shall be appointed to fill the position until such time as the successful applicant returns to assume the position. In this event, and notwithstanding any other provision of this Agreement, the temporary appointee shall return to his/her former position or in the event his/her position no longer exists, to a position consistent with his/her seniority and qualifications.

**12:12.03** Where it is determined by the Employer that a test and/or interview is necessary to determine the qualifications of an applicant who has been on approved leave as provided above, the test and/or interview shall be conducted within three (3) days of his/her return to work and, if he/she qualifies using the criteria as established in this Article (Article 12), he/she shall assume his/her position within five (5) days of his/her return to work.

## **ARTICLE 13 LAYOFFS AND RECALLS**

### **13:01 Definition of Lay-off**

A layoff shall be defined as any reduction in the workforce or any reduction of the regularly scheduled number of hours worked by any full-time employee.

### **13:02 Role of Seniority in Layoffs**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a staff reduction affected employees shall be laid off in reverse order of their Bargaining Unit Seniority and in accordance with the following procedure:

### **13:02:01 Staff Reduction**

In the case of a reduction of staff in a Department or Division, it will be accomplished by serving notice of layoff to the junior employee in the classification, department and work area, who may then exercise his/her displacement rights in accordance with Article 13:02:02.

The Union Recording Secretary shall be provided by the Employer with a written copy of the layoff notice at the same time it is issued to the employee.

### **13:02.02 Displacements**

All employees affected by a staff reduction or displaced by another employee so affected must, within two (2) working days of notification, accept the layoff with right of re-call OR elect one of the following in writing to the **HR Advisor**, with the employee providing a copy to the Union Recording Secretary. The right to bump shall include the right to bump up. For the purpose of this article the Employer will indicate on the bumping list a breakdown of the current number of hours worked for each listed classification, ie., 40, 33.75, 35, etc.

- 1) (a) Displace the most junior employee within his/her classification provided he/she is senior to that individual. In the case where an employee has been deemed unsatisfactory in that position or excluded for medical reasons as confirmed by the employee's doctor to the City's Medical Officer, the next most junior employee in that classification will be displaced.  
  
(b) Displace the most junior employee in any other work classification in which he/she is qualified and able to carry out all of the required duties subject to the most recent job posting or job description under Article 22:02.
- 2) An employee who meets the qualifications and who is able to carry out all of the required duties shall be provided with an orientation period not to exceed one week for familiarization in the position which they are attempting to bump. Testing shall not occur where employees are bumping into another position in their own classification.
- 3) Where an employee is unsuccessful in a bumping request, the **HR Advisor** shall provide the employee with a letter stating the reasons for their lack of success.

If an employee does not make his/her election known within the two (2) working day period stipulated above, he/she will be laid off with recall rights.

### **13:02:03 Displacement Procedure**

Where an employee has made his/her election known to the City in accordance with clause 13:02:02 above, the City shall within two (2) days of receipt of the written notice of election notify the affected employee in writing of the approval or denial of the bumping election with a copy to the Union Recording Secretary. Such reasons for denial of election shall be forwarded to the affected employee, in writing, immediately upon request.

Should more than two working days be required by the City for this purpose the affected employee shall be immediately notified and, if the affected employee is the one that will revert to

layoff status with right of recall, the effective date of layoff shall be extended by a period equal to the extension of time required by the City.

When a notice of layoff is issued to an employee in accordance with clause 13:02:01 of the collective agreement the City shall provide the employee with a listing of all positions occupied by employees having less seniority than the affected employee.

Upon request **the Human Resources Division** will provide an affected employee with a copy of the recognized job description for any position which the employee may consider bumping.

### **13:03 Recall Procedure**

Employees shall be recalled in the order of their seniority provided they possess the necessary qualifications to perform the duties required.

### **13:04 No New Employees**

No new employees shall be hired until those laid off and having the necessary qualifications have been given an opportunity to recall.

### **13:05 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at step two (2) of the grievance procedure but with the Director of Human Resources rather than the Department Head.

### **13:06 Advance Notice of Layoff**

Unless legislation is more favourable to the employee(s) the City shall notify employee(s) who are to be laid off in accordance with the following provisions:

- (a) For permanent employees the period of notice shall be:
  - (i) Where the employee has less than five years service - 14 calendar days
  - (ii) Where the employee has five years service, but less than ten years service - 21 calendar days.
  - (iii) Where the employee has ten or more years service up to and including fifteen years of service - 28 calendar days.
  - (iv) Where the employee has more than fifteen years of employment - 42 calendar days.
  
- (b) For temporary employees the period of notice shall be:
  - (i) Where the employee is hired for a specific duration and is advised of the duration of employment at the time of hiring he/she shall be deemed to have been given notice of lay-off at the time of hiring as specified in the original posting; 14 calendar days prior to the completion of the originally posted duration, the City

shall issue an advisory notice to the employee at which time he\she shall be eligible to exercise his/her bumping rights in accordance with Article 13;

- (ii) Where the employee is hired for a specific duration and is laid off prior to the completion of the posted period he\she shall be given 14 calendar days notice of lay-off.

### **13:07 Internal Recall**

Before a vacancy is declared, a permanent employee who was displaced as a result of the elimination of his\her position shall have the right to revert to that position if it is re-established within twelve (12) months of the date it was eliminated. Any other vacancies resulting from this move shall be posted.

## **ARTICLE 14 HOURS OF WORK**

### **14:01 Hours of Work**

Except as stated hereafter the regular work week shall consist of five (5) consecutive days of six and three quarter ( $6\frac{3}{4}$ ) hours daily, plus one 45 minute unpaid meal break with the exception of employees required to work a 40 hour week where the hours of work shall be eight (8) hours daily with one-half ( $\frac{1}{2}$ ) hour paid meal period.

Except as specifically provided the regular work day shall not commence prior to 8:00 a.m. nor finish later than 5:00 p.m.

The regular work week shall consist of five consecutive days from Monday to Friday.

Any change in the number of scheduled hours in a work day/week will require a job posting excepting those covered by MOU - Hours of Work.

### **14:02 Establishing of Shifts**

The Employer may establish shifts for any job or classification upon thirty (30) calendar days prior notice to the Union, provided such change does not extend the hours worked in the day by an employee; but in the event of an emergency the Employer shall assign the shifts as may be necessary for the efficient performance of the work.

For employees working Thirty-three and three-quarter ( $33\frac{3}{4}$ ) hours per week placed on shifts as defined herein the regular work week shall consist of five (5) days of six and three quarter ( $6\frac{3}{4}$ ) hours daily from Sunday to Saturday inclusive with two (2) consecutive days off. The two consecutive days off shall consist of two consecutive calendar days and no less than fifty-six (56) hours between the conclusion of the last shift immediately preceding the days off and the shift immediately following the days off. Subject to operational requirements, the City will attempt to maximize weekends off.

For employees working Forty (40) hours per week placed on shifts as defined herein the regular work week shall consist of five (5) days of eight (8) hours daily from Sunday to Saturday inclusive with two (2) consecutive days off.

In any event the Employer will not establish split shifts. Where a new shift other than a day shift is established, and the work is the same on the new shift as on the day shift, the employees involved shall rotate between the shifts unless the Union informs the Employer that the employees involved do not wish to rotate.

#### **14:02.01 Exchange of Shifts**

Employees may exchange shifts with the prior approval of their immediate Supervisor provided there is no additional cost to the City.

#### **14:03 Flexible Hours**

Notwithstanding the foregoing and without committing either party to a permanent change in the existing hours of work, the parties may jointly establish a schedule providing:

- (1) A four (4) day work week with no reduction in present weekly hours of work or weekly pay. Where possible the days off schedule shall be so arranged to provide the extra day off before or after the employee's regular days off.
- (2) Flexible starting and finishing times per day.

The Union may request that the City provide information regarding the use of flex time in any Department.

#### **14:04 Rest Period**

A fifteen (15) minute paid rest period shall be granted each employee during the first and second half of his/her shift.

#### **14:05 Working During Meal Period**

No employee(s) shall be required to work any portion of his/her regular meal period unless the employee is on a paid lunch break. The parties recognize that the meal break may be interrupted occasionally and in such cases the employee is permitted to conclude their meal break after City business has been addressed.

#### **14:06 Meeting Night**

On a day in each month on which the regular meeting of the union is scheduled to be held and subject to operational requirements, employees scheduled to work during such period shall be permitted time off with pay to attend such meeting. Executive members of the local shall be released from their regular work, with pay, one (1) hour in advance of the meeting except in the case of emergencies.

### **ARTICLE 15 OVERTIME**

#### **15:01 Overtime Defined**

All time worked before or after the regular work day and the regular work week or on a holiday, shall be considered overtime.

## 15:02 Compensation for Work Before and After Daily Scheduled Hours

Overtime worked before or after the regular daily hours shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter for all continuous hours worked until the commencement of the next regular shift.

### Legend:

OT = Overtime

1.5 x = Time and a half; 1.5 times regular rate

2 x = Double Time; 2 times regular rate

Please refer to the scenarios below for clarification. The Employee's regular work schedule is assumed to be Monday – Friday (9:00 a.m. – 4:30 p.m.) in the examples which follow.

### Scenario A:

The Employee is required to work before the regular shift begins (starts work @ 6:00 am). The Employee is then required to continue working after the regular shift has ended (from 4:30 pm – 7:00 pm).

Time Worked	Compensation	Reason
6:00 am – 9:00 am	3 hours @ 1.5 x	OT worked in the first 3 hours are paid @ 1.5 x
4:30 pm – 7:00 pm	2.5 hours @ 2 x	There was no break in continuous hours worked, and 3 hours of OT had already accumulated earlier in the shift.

### Scenario B:

The Employee is required to work after the regular shift has ended (from 4:30 pm – 10:00 pm).

Time Worked	Compensation	Reason
4:30 pm – 10:00 pm	3 hours @ 1.5 x 2.5 hours @ 2 x	OT worked in the first 3 hours are paid @ 1.5 x OT hours worked thereafter (7:30 pm – 10 pm) are paid @ 2 x regular rate.

### Scenario C:

The Employee is required to work overtime from 7:00 pm – 10:00 pm and is then required to work overtime again the next morning 7:30 am – 9:00 am.

Time Worked	Compensation	Reason
7:00 pm – 10:00 pm	3 hours @ 1.5 x	OT worked in the first 3 hours are paid @ 1.5 x
7:30 am – 9:00 am	1.5 hours @ 1.5 x	Hours worked were not continuous as there was a break in-between shifts

### **15:03 Compensation for Work on Saturday and/or Sunday**

Overtime work on any Saturday and/or Sunday or regularly scheduled days off shall be paid for at the rate of double time.

### **15:04 Compensation for Work on Paid Holidays**

Overtime work on a holiday shall be paid for at the rate of double time in addition to holiday pay.

### **15:05 Payment for Meals**

Where an employee is required to continue work one (1) hour beyond the regular hours without a meal period, he shall receive a meal allowance of **Thirteen dollars (\$13.00)**. Where the overtime is mandatory under article 15:09:01, the Employer shall not break an employee's time to avoid paying the meal allowance.

### **15:06 No Lay-off to Compensate for Overtime**

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

### **15:07 Calculation of Overtime Rates**

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he had worked during his/her regular hours during such absence.

Employees who are on annual leave for one week or less at the time of overtime will be eligible. Employees off work for one day bereavement leave shall be eligible.

Employees checking out for personal business and medical appointments will also be eligible. Employees on sick leave, illness in the family, three (3) days bereavement leave, early and safe return to work or who are temporarily on modified duties will not be eligible.

It is the employee's responsibility to notify the Supervisor if she/he is taking leave as noted above and wishes to be considered for overtime.

### **15:08 Sharing of Overtime**

Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work, provided that first choice of overtime and call back is given to employees in the job classification in the work area concerned. Any employee who refuses and or is unavailable who is called for overtime, such overtime that is available will be considered as overtime worked for the purpose of this article.

Overtime lists shall be made available in all Departments on a bi-annual basis upon request.



## **15:09 Minimum Overtime**

Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum and shall accordingly supply the Union with a weekly listing of all employees who work overtime. Upon request, the Union shall be provided with an explanation of the circumstances of the overtime.

### **15.09.01 Mandatory Overtime**

Notwithstanding Article 15:09, employees in the following classifications shall accept overtime work where such work is of an urgent nature and provided that where possible the employer has provided at least twenty-four (24) hours notice:

Senior Payroll Administrator, Payroll Clerk IV,  
Parking Enforcement Officer, Business Systems Analyst (E-Business), Business Systems Analyst, Network Analyst, Systems Operations Administrator, Dbase/Security Administrator, Help Desk Technician, Computer Programmer.

Provided the requirements of the service are met the Employer or its designated representative shall grant requests by individual employees to be excused from overtime work. In the event the number of employees required in each classification exceeds the number of requests to be excused, requests in each classification shall be granted on the basis of seniority. Employees shall be ready for overtime work at a specified time when given an advance notice of such overtime work by their supervisors. The Employer shall keep overtime to a minimum and shall accordingly supply the Union with a weekly listing of all employees who work overtime. Upon request, the Union shall be provided with an explanation of the circumstances of the overtime. This mandatory requirement shall also apply to call back work as stated in article 15.10.

In the Information Services Division, should any new position be created during the life of this agreement or should the City re-instate any unfilled positions currently in schedule A the parties shall discuss the inclusion of said positions within this article prior to the City making the final determination.

Any job posting for positions requiring mandatory overtime shall include a statement to that effect on the job posting and in the job description.

### **15:10 Call Back Pay Guarantee**

An employee who is a member of the Bargaining Unit and who is called back to work outside his/her regular working hours shall be paid for a minimum of four (4) hours at overtime rates.

### **15:11 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee shall at **his/her** own discretion **elect to bank such overtime at** the applicable overtime rate. The employee can only bank a total of **80 hours for the calendar year. A request for time off may be granted subject to operational requirements.**

**Notwithstanding the above, overtime banked will be paid prior to an employee changing positions.**

**All remaining Time Off in Lieu of Overtime balances for the previous year will be paid out in the second pay period of the new fiscal year.** Time off in lieu of overtime requested to be taken after December 1<sup>st</sup>, must be submitted to the Supervisor by the 3<sup>rd</sup> week in November.

Employees may request a payout of their lieu time **on three (3) other occasions during the year upon notifying the Payroll Division, Department of Financial Management of their desire to do so.**

### **15:12 Fraction of Hour**

Every fraction of an hour worked which shall exceed one-half (1/2) hour shall be regarded as a full hour worked.

### **15:13 Overtime Court Witness**

Employees subpoenaed to appear in court on job-related matters on their scheduled time off shall be compensated for a minimum of three (3) hours work at the overtime rate of pay. Should the date of the court appearance occur on an employee's scheduled day(s) off and result in the employee working greater than 40 hours in a week the employee will be compensated for a minimum of three (3) hours at the double time rate. In the case of part time employees, the rate will be time and one half.

## **ARTICLE 16 STATUTORY HOLIDAYS**

### **16:01 Statutory Holidays**

The following Statutory Holidays will be observed as paid holidays on the date proclaimed:

New Year's Day	Regatta Day
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
St. George's Day	Remembrance Day
Queen's Birthday	Afternoon of Christmas Eve
Discovery Day	Christmas Day
Memorial Day(July 1st)	Boxing Day
Orangeman's Day	Afternoon of New Year's Eve

**Any other additional statutory holiday proclaimed by the Provincial Government under the *Labour Standards Act*.**

### **16:02 Statutory Holiday on Saturday or Sunday**

- (a) Should a Statutory Holiday as listed herein fall on a Saturday or Sunday the following Monday and/or Tuesday shall be designated as a holiday or observed on any other day proclaimed for its observance.

- (b) Should a Statutory Holiday as listed herein fall on an employee's day of rest the following regular work day shall be designated as a holiday.

**16:03 Work on a Holiday**

Where an employee is required to work on a statutory holiday he\she shall have the option of being compensated in accordance with either A or B.

- (a) in addition to their regular pay for the day the employee shall also be paid at the rate of double time. OR
- (b) the employee shall be paid double time for the shift worked and in addition shall receive one day off with pay at a time mutually agreed between the employee and his/her supervisor. In the event that a mutually agreeable day off can not be scheduled within 90 calendar days of the statutory holiday then the employee shall receive pay for the day.

**ARTICLE 17 VACATION (ANNUAL)**

**17:01 Entitlement**

Every employee of the Employer shall receive an annual vacation with pay in accordance with credited service calculated on the employee's anniversary with the Employer based on the following table:

15 days upon the completion of one year's service.

20 days upon the completion of five years' service.

25 days upon the completion of fifteen years' service.

30 days upon the completion of twenty-five years' service.

An employee terminating his/her employment at any time during his/her employment before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation upon termination. On normal retirement an employee shall be entitled to the same vacation or vacation pay he/she would have earned if he/she had continued in employment to the end of the calendar year

**17:02 Statutory Holidays During Vacation Period**

Where any of the paid Statutory Holidays listed in Section 16 of this Agreement occur during the vacation period of an employee entitled to vacation with pay under this clause, such employee shall be granted an additional day off with pay which shall be taken at the time of such vacation.

**17:03 Vacation Schedules**

**17:03.01 Posting of Vacation Schedules**

Vacation schedules shall be posted in each department by May 15 of each year and shall not be

changed except by mutual consent. In preparing such schedules, the Employer will ensure that a reasonable number of employees in each classification shall be employed at all times during the continuance of this Agreement for the efficient operation of Council work.

#### **17:03.02 Choice of Vacation**

In the exercise of the choice of vacation periods, the following shall apply:

(a) Vacation Schedules as of May 15  
Choice shall be granted in order of seniority on a classification basis in each Department or Section.

(b) Vacations Not Scheduled

Choice shall be granted to employees in order of request, provided such choice does not affect vacation schedules established by (a) above.

(c) Employees from Another Department

Employees moving from another Department or section after May 15th shall be considered the junior employee in that Department or section for the purpose of vacation selection for that vacation posting period.

#### **17:04 Period for Taking Vacations**

The period of taking vacations may, at the employee's option, be from the 1st day of June to the 30th day of September in any year at the request of the employee unless otherwise agreed upon by the employee and the Employer Representative. Where a conflict in scheduling of vacations exists, each employee may be granted no more than twenty (20) working days leave during the above noted period of conflict.

#### **17:05 Approved Leave During Vacation Period**

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option provided that it does not affect another employee's scheduled vacation. Sick leave taken under this Article must be certified by a Medical Practitioner.

#### **17:06 Carry Over of Vacation Credits**

Upon request an employee shall be permitted to carry forward into another year any unused portion of his/her vacation credits. The unused portion of Vacation credits carried over shall not be taken between the 1st day of June and the 30th day of September unless permission is granted by the Employer Representative. Notwithstanding the foregoing, the amount of vacation that an employee may carry over to the next year shall not exceed that employee's normal entitlement and thus the maximum amount of unused vacation that shall be due to any employee at any time is limited to twice his/her annual entitlement

## **17:07 Vacation Pay in Lieu of Vacation**

Employees who work less than twelve (12) but more than seven (7) months in the previous calendar year, shall receive an annual vacation with pay, in accordance with article 17:01 on a pro rata basis. Employees who work less than seven (7) months in the previous year shall receive in lieu of vacation, vacation pay together with their regular weekly cheque in accordance with accumulated months of service as follows, with a month of service based on 2080 regular hours divided by twelve (12) for forty (40) hour week employees and 1755 regular hours divided by twelve (12) for thirty-three and three quarter (33-3/4) hour week employees:

<u>Service</u>	<u>Vacation Pay</u>
Less than 60 months	6% of regular wages
60 months or more	8% of regular wages
180 months or more	10% of regular wages
300 months or more	12% of regular wages

- (a) A permanent employee, upon appointment to a temporary position/vacancy which is posted to cover a vacancy in excess of six (6) months, shall be given the following options with respect to the accrual of annual leave;
- (i) Subject to 17:01, continue to accrue annual leave for use after the temporary assignment.
  - (ii) To receive payment for annual leave on a regular basis throughout his/her temporary assignment.

The above choice must be made in writing immediately upon appointment to the temporary position. Should no choice be made within 7 days of appointment, option one (1) shall prevail.

- (b) Except in cases where the temporary position is created for the purpose of vacation relief or seasonal employment, permanent employees moving to temporary positions with an expected duration of greater than three (3) months shall be entitled to proceed on vacation where the vacation has been approved in accordance with Article 17:03.02.

## **ARTICLE 18 SICK LEAVE PROVISIONS**

### **18:01 Sick Leave Defined**

Sick Leave is defined as the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, acupuncturist, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **18:02 Annual Paid Sick Leave**

Every employee in the Bargaining Unit shall be credited with one and two-thirds (1-2/3) days of sick leave for each full month of employment. Employees who have seniority under the terms of this Collective Agreement as at December 31, 1979 will accumulate to a maximum of two hundred (200) days. Employees hired after December 31, 1979 will accumulate to a maximum

of two hundred and sixty (260) days. Notwithstanding the above, the parties agree that there will be no accrual of sick leave while an employee is on any leave without pay including LTD or WHSCC.

### **18:03 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for his/her future benefits.

### **18:04 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave for all normal working hours (exclusive of holidays) absent for sick leave. Absence on account of illness for 1 and 1/2 hours or less shall not be deducted for those that work a 6.75 hour day. Absence on account of illness for 2 hours or less shall not be deducted for those that work an 8 hour day. For employees working other shifts the period shall be adjusted accordingly.

### **18:05 Proof Of Illness**

Before receiving sick leave with full pay, an employee shall be required to produce a medical certificate from a qualified medical practitioner for any absence in excess of five (5) consecutive working days. In cases of excessive absence, or of suspected abuse shown by an established pattern of sickness, the City reserves the right to require such a medical certificate for any period of absence.

### **18:06 Sick Leave During Leave of Absence and Layoff**

Except as provided elsewhere in this agreement, when an employee is given leave of absence for any reason, he/she shall receive sick leave credit for the period of such absence, to a maximum of thirteen months, on his/her return to work. When an employee is laid off on account of lack of work he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

### **18:07 Sick Leave Records**

Within thirty (30) days after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

### **18:08 Payment of Unused Sick Leave on Termination**

- (a) For employees in the Bargaining Unit who have Seniority under the terms of this Agreement as at December 31, 1979, the following method of payment for sick leave credits will apply:

In the event of the death of an employee, the value of all accrued sick leave shall be paid to the employee's designated beneficiary, or in the case of no designated beneficiary, to the employee's estate. An employee having accrued sick leave to his/her credit shall, on severance or retirement, receive an allowance in lieu thereof equal to such credit at the rate of pay effective immediately prior to severance or retirement. At the employee's request the payment of this allowance shall be:

- (i) a lump sum payment at the time of termination or retirement, or
  - (ii) converted into a paid pre-retirement vacation equivalent.
- (b) For employees in the Bargaining Unit hired after December 31, 1979, there will be no pay-out for accumulated sick leave credits. In lieu thereof, and for retirement in accordance with the employee's Pension Plan or upon death, such employee will receive one week's pay, at the rate of pay effective on the date of retirement, for each year of service up to the date of retirement, or upon death.

### **18:09 Sick Leave Review**

When an employee is requested by the employer to meet regarding a review of their sick leave, the employee shall be informed by the employer that they may have union representation present. The employee shall be given 24 hours notice of the said meeting.

## **ARTICLE 19 LEAVE OF ABSENCE**

### **19:01 For Union Business**

Where permission has been granted by the Employer or its representatives to representatives of the Union to leave their employment temporarily to carry on negotiations with the Employer or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

### **19:02 Absence From Work**

Leave of absence with pay and without loss of seniority or benefits shall upon written request be granted by the City or its designated representative to employees elected or appointed to represent the Union to attend conventions, schools, and seminars on labour matters. Leave of absence with pay under this clause shall be granted for a total of fifty-five (55) man days in the calendar year. No more than four (4) employees shall be granted such leave at any one time. Additional leave without pay may be granted upon written request without loss of seniority or benefits. In the event the total number of days permitted under this clause are not used, the Union may carry forward the unused portion until by so doing it reaches an entitlement of seventy (70) days. (i.e. 55 current year and 15 accumulated).

### **19:03 Union President**

With the approval of the Employer Representative, time off with pay may be allowed for the President of the Union or his/her designate to meet with employees and the C.U.P.E. Representatives.

### **19:04 Bereavement Leave**

- (1) Immediate Family - An employee shall be granted leave of absence with pay for the three consecutive working days immediately following the day of the death of the employee's spouse, parent, grandparent, child, grandchild, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, and brother-in-law, or any relative of such employee who is residing in the household of the employee.

- (2) Other - One (1) days leave of absence shall be granted with pay to an employee to attend the funeral of the employee's aunt, uncle, first cousin, niece or nephew.
- (3) Burial Outside Province - Where the burial of a relative as defined in 1 and 2 above occurs outside the province, such leave shall also include reasonable traveling time to attend the funeral but the additional time is not to exceed three (3) days.
- (4) Proof of Relationship - The employee may be required to provide to the Employer Representative proof of relationship to the deceased.
- (5) Where a death occurs outside the province resulting in a delay between the date of the death and funeral or memorial arrangements then bereavement leave provided under (1) and (2) need not be taken immediately following the date of death.

### **19:05 Jury Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between his/her normal earnings and the payment he/she received for jury service or court witness excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

### **19:06 Birth, Adoption, Marriage, Fire or Flood**

- (1) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for one (1) day on the birth or adoption of a child of the employee.
- (2) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for one (1) day to move the employee's household.
- (3) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits of up to three (3) days in the case of serious fire or flood in the employee's home.
- (4) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for three (3) days in the case of the employee's own marriage.
- (5) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for one (1) day, that is the day of the wedding, in the case of the marriage of the employee's child, brother, sister, father or mother.

### **19:07 Medical or Dental Appointments**

Employees shall be granted leave of absence with pay for the purpose of medical or dental appointments, up to a maximum of thirty (30) hours per year. Employees will make every reasonable effort to schedule such appointments outside of normal working hours.



### **19:08 Illness in the Family**

Where no one other than the employee can provide for the needs during illness of his/her spouse, child or parent an employee, after notifying his/her Supervisor, shall be allowed a leave of absence with pay and without loss of seniority or benefits of up to five (5) days per calendar year for this purpose. The employee may be required to present proof to the Director of Human Resources of illness of the family member concerned.

The parties hereby agree that the Unemployment Insurance rebate for Sick Leave Plan provisions will be applied each year against the cost incurred by the Employer in providing a leave of absence to employees in the event of illness in the employee's family consistent with the terms of this Collective Agreement.

### **19:09 Leave of Absence for Full-Time Union or Public Duties**

- (1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in federal or provincial elections.
- (2) An employee who is elected to public office shall be allowed leave of absence without pay or benefits and without loss of seniority during his/her term of office.
- (3) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence, without pay or benefits and without loss of seniority for periods of three (3) months up to one (1) year. Such leave shall be renewed on request during his/her term of office.

### **19:10 Education Assistance**

The City recognizes the benefits of education assistance and will provide such under the following circumstances:

#### **Education - Career Path**

- (1) The course/program taken by an employee must be either job related or be of an orientation that would provide a clear opportunity for future advancement for the employee on his/her present career path within the organization. A course/program on the employee's career path shall mean a course which enables the incumbent to advance to a higher paid position using the skills and abilities they presently use in their current permanent position.
- (2) The employee must outline in writing the expected benefits to be derived by the City and him/herself as a result of his/her doing the course, the cost for the course and any other relevant information.
- (3) The employee must have the approval of his/her Director and the Director of Human Resources before enrolling in the course, if any funding for tuition, books, or any other direct course costs, is to be paid for by the City. If an employee enrolls before such approval is received, then the City will not financially support the course. The City, upon

approval of the employee's enrollment in the course will advance the employee, if requested, up to 100% of the cost for tuition, books, etc.

- (4) If the employee fails to successfully complete the course or fails to submit evidence of successful completion of the course within thirty (30) days of the scheduled completion date, the City will commence the deduction of appropriate funds from his/her payroll cheque until the amount advanced to or on behalf of the employee has been received.
- (5) Permanent non-seasonal employees only may take advantage of funding for courses.
- (6) An employee may be required to complete an evaluation of the course(s) taken.
- (7) Requests for course funding will be subject to availability of funding and/providing funds are available, will be evaluated by using a City approved ranking system.

#### Education - Career Advancement

- (1) An employee may submit a request in writing to the Employer of their intentions to take a course/program that would provide opportunity for future advancement by the employee within the Organization. Upon the successful bid on a position that would require such course, and provided the course request was approved, the Employer will reimburse the employee for the total cost incurred for the course.
- (2) The employee must outline in writing the expected benefits to be derived by the City and him/herself as a result of his/her doing the course, the cost for the course and any other relevant information.
- (3) The employee must have the approval of the Director of Human Resources before enrolling in the course under this clause.
- (4) The employee must submit evidence of successful completion of the course/program.
- (5) Permanent non-seasonal employees only may take advantage of funding for courses.
- (6) An employee may be required to complete an evaluation of the course(s) taken.
- (7) Requests for course/program funding reimbursement will be subject to availability of funding. In any event if funding is not available in the current fiscal year, the Employer has the option of setting up a pay schedule to reimburse such funds.

#### **19:11 Career Development Leave with Pay**

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his/her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - (1) a course given by the Employer;

- (2) a course offered by a recognized academic institution;
  - (3) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the City, career development leave with pay may be given for any one of the activities described in sub-clause (A) above. The employee shall receive no compensation under Article (Overtime) and Article (Traveling Time) during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave may be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

### **19:12 Education Leave Without Pay**

The Employer recognizes the usefulness of Education Leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his/her present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

As a condition of the granting of education leave without pay, an employee shall, if required by the Employer, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course,
- (b) does not resume employment with the Employer on completion of the course, or
- (c) ceases to be employed before termination of the period he/she has undertaken to serve after completion of the course; he/she shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sums as shall be determined by the Employer. This repayment may be recovered from any monies due the employee from any employment related source.

### **19:13 Examination Leave With Pay**

Examination leave with pay shall be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. The employee shall provide the employer with as much notice as possible.

### **19:14 Education Leave With Pay**

An employee who is upgrading his/her employment qualifications relating to his/her present classification through an Employer approved upgrading course during regular working hours

shall be entitled to leave of absence without loss of pay and benefits. While on education leave, employees shall continue to accumulate service for seniority and annual leave purposes only.

### **19:15 Special Leave**

Subject to the requirements of the operation, an employee with more than five (5) years service may be granted leave of absence without pay for a specific period under the following conditions:

- (1) The aggregate total of such leaves taken by an employee shall not exceed twelve (12) months in any five year period.
- (2) The employee may remain covered by the appropriate Group Insurance Plan provided the employee assumes the full cost of these benefits and provided that such cost is paid in advance.
- (3) The employee will continue to accrue seniority but will not accrue vacation, sick leave or Statutory Holidays while on such leave.
- (4) At the conclusion of the leave the employee shall revert to his/her former position, or if the position no longer exists shall be entitled to exercise displacement rights in accordance with Article 13.
- (5) Employees shall provide as much notice as possible but in no case less than six (6) weeks, of their intent to take special leave under this article.
- (6) Employees shall provide the City with one calendar month's notice of their return from special leave.
- (7) Such leave will not be granted for the purposes of taking permanent employment elsewhere.
- (8) Subject to the twelve (12) month maximum in paragraph one above, such requests may be extended from month to month by mutual consent between the City and the applicant.

### **19:16 Compassionate Care Leave**

The City will provide employees with leave without pay where the employee qualifies for Compassionate Care Leave in accordance with the EI regulations. Group Insurance and Pensionable service may be maintained while on such leave under the employee's current cost sharing arrangement. Employees will accrue seniority while on this leave. Service will accrue for the purposes of annual leave categorization and severance pay. Employees will accrue sick leave and annual leave based on a maximum of eight weeks compassionate care leave. On return from Compassionate Care Leave an employee will be returned to their former position or, if their position no longer exists, in a position for which they are qualified consistent with the seniority provisions of this agreement.

## **ARTICLE 20 MATERNITY AND PARENTAL LEAVE**

### **20:01 Maternity and Parental Leave as a Right**

Maternity and Parental Leave shall be granted as a right and shall be granted in accordance with prevailing legislation. The Employer shall not deny the parent employee the right to continue employment during the period of the leave.

### **20:02 Length of Maternity Leave**

Upon written request, leave of absence without pay and without loss of seniority shall be granted by the Employer for pregnancy provided that such leave of absence shall not exceed a period of seventeen (17) weeks and provided that an employee receiving such leave of absence shall give a written four (4) weeks notice of intention to return to work. Such notice may be given at the commencement of maternity leave. Leave of absence as provided herein shall apply in the event of the necessity of clinical abortion. On return from any maternity leave an employee will be classed in her former position or in a position consistent with the seniority provisions of this Agreement. An employee on maternity leave will continue to accumulate seniority and service but will not accumulate sick leave or statutory holidays.

### **20:03 Payment of Employee Benefits During Maternity Leave**

During the period of maternity leave, the Employer shall continue to pay the Employer's share of hospital, medical, and group life insurance and pension premiums only for a maximum of seventeen (17) weeks. The employee must continue to pay the employee's share of these benefits for seventeen (17) weeks.

### **20:04 Parental Leave**

Birth fathers and mothers shall be granted Parental Leave upon written request to the Employer accompanied by written confirmation of birth of the child. Parental Leave shall be up to thirty-five (35) weeks duration and may be taken at any time provided that the leave shall be completed prior to the child's first birthday. Group Medical, Hospital, Life and Pension Premiums shall be cost shared by the Employer during the period of the leave and the employee shall continue to accrue service and seniority but will not accumulate statutory holidays or sick leave.

### **20:05 Adoption Leave**

When an employee seeks leave due to legal adoption, the foregoing provisions shall apply. The restriction with respect to completing the leave before the child's first birthday shall not apply.

## **ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES**

### **21:01 Payment of Wages**

The Employer shall pay wages Friday, bi-weekly and by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday each employee shall receive an itemized statement of his/her wages and deductions.

## **21:02 Temporary Assignment Pay**

When an employee is assigned to temporarily relieve in, or is assigned to a higher paying classification, he/she shall receive the rate for the job provided the assignment is for one (1) day or longer. When an employee temporarily substitutes in or is temporarily assigned to a classification paying a lower rate of pay he/she shall suffer no reduction in his/her rate of pay. Notwithstanding the above, when an employee volunteers to work in a lower paying classification the employee will be paid for such work in accordance with the rate of pay for the lower paying classification.

## **21.03 Shift Premium**

Shift premium shall be paid at the rate of \$1.00 per hour for all regular hours worked between **7:00 p.m. - 11:00 p.m.** Notwithstanding the foregoing, shift premium shall be paid at the rate of \$2.00 per hour for all regular hours worked between **11 p.m. - 7:00 a.m.**

## **21:04 Professional Fees and Licenses**

The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

## **21:05 Use of Personal Vehicles**

### (1)(a) Group A

- (i) At the discretion of the employee, employees in the classifications listed below shall either be paid a flat rate of \$260 bi-weekly for daily continuous use of their private vehicle for employer business, OR:
- (ii) A per kilometer rate of 48 cents per km for the first 9000 kilometers and 34 cents per km in excess of 9000 kilometers per year. Adjustments shall be made quarterly in accordance with the provincial Treasury Board and with the same effective date.

Building Inspector (All)  
Plumbing Inspector (All)  
Electrical Inspector (All)  
Assessor (All)  
Municipal Arborist  
Engineering Assistant  
Licensing/By Law Enforcement Officer  
Waste Diversion Communications Assistant

- (iii) The flat rate vehicle allowance noted above shall be adjusted quarterly each year, by the same percentage as the km rate.

### (b) Group B

Employees who may occasionally use their private vehicle on employer business shall be paid at a rate of 34 cents per km which is equal to the rate paid by the Provincial

Government to its employees to be adjusted in accordance with the quarterly adjustment rates by the Provincial Treasury Board and with the same effective date.

(2) Insurance:

The employer will reimburse the employee covered and eligible under Group "A" or "B" for the actual cost of obtaining business insurance coverage up to a maximum of \$435.55 inclusive of tax per year.

(3) Review/Adjustment:

Commencing April 1, 2007 and annually thereafter, the rate of reimbursement for obtaining business insurance shall be reviewed against changes in the consumer price index for Automotive Insurance Premiums produced by Statistics Canada for Newfoundland and adjusted accordingly.

(4) Requirement to Use Vehicles:

Except as provided in 21:05 (5) (ii) below, all employees in classifications listed in Group "A" will be required to use their private vehicles on City business unless otherwise or previously exempted.

(5) Release From Obligation:

(i) Should an employee currently holding one of these positions and drawing an allowance under Group "A" or "B" be laid off, terminated for cause, or displaced by another employee, the City will assist in the disposal of any unwanted vehicle at the request of the employee in order that the affected employee will not suffer financial harm. This assistance is intended to remove from the employee any specific obligation that he/she has incurred as a direct result of the requirement to provide his/her own vehicle for use on City business should the employee become ineligible for the allowance under this Article as a result of these causes listed earlier in this paragraph. The City's liability under 5.i shall be limited to the assessed value of the vehicle or \$20,000 plus HST, whichever is the lesser.

(ii) Notwithstanding the foregoing, where an employee is no longer capable of providing his/her vehicle for employee business due to extenuating circumstances, he/she may request to be released from his/her obligation to provide such vehicle. Such request will be reviewed by the Director of Human Resources in consultation with the City Manager. Such a request shall not be unreasonably submitted nor unreasonably denied.

(6) Employees should opt for one of the two available options (in Group "A") and may only change that election on January 1 on each succeeding year and with thirty (30) days prior notice.

(7) New Employees:

The City will determine whether any newly appointed employee will be required to use

his/her personal vehicle and this will be outlined in the job posting notice.

#### **21:06 Licences**

The Employer agrees to renew Electricians Licenses and Plumbers Licenses **upon expiration of such licenses** to all such employees in the Bargaining Unit.

#### **21:07 Allowance For Tools**

The City shall provide all job related tools and equipment required by employees in the performance of their duties.

### **ARTICLE 22 JOB EVALUATION**

#### **22.01 Establishment of Job Classifications**

Any job classification, which may be established during the life of this Agreement, and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Union during the term of this Agreement as to its inclusion in the bargaining unit. In the event the City creates a new job description that replaces an existing job classification which may cause such classification to become redundant, the City shall provide the Union a copy of the old job description and the new proposed job description. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted to the Labour Relations Board by either party for a decision. The decision of the Board shall be final. If the Union is certified as bargaining agent for an employee or employees or a position is included in the bargaining unit by the Labour Relations Board, then the question of which provisions of this collective agreement apply shall be subject to negotiations between the parties. If the parties are unable to reach agreement within sixty (60) calendar days following the issuance of the Notice to Bargain the matter shall be subject to settlement by arbitration and the arbitrator shall have the right to establish the rights, benefits and which articles of the collective agreement shall apply to the position. If the position is determined to be in the bargaining unit, the issue of salary shall be determined in accordance with Article 22:04. However, in exceptional circumstances, due to time constraints or Committee unavailability, the rate of pay shall be set by the Employer and subject thereafter to Article 22:04. In the event the Employer sets the rate of pay and the position is subsequently red-circled by the JE Committee the successful applicant shall have the option of reverting to his / her former position and any other affected employee(s) shall also revert to their former positions.

Should any matter arising from Article 22:01 be referred to arbitration then both parties shall make a final offer on all outstanding issues and the arbitrator shall be required to select the complete package on the outstanding issues of one party or the complete package of the outstanding issues of the other.

#### **22:02 Job Descriptions**

These descriptions and any subsequent amendments shall be provided to the Union which shall present any objections in writing within thirty (30) days. At the end of this thirty day period these descriptions shall become the recognized job descriptions unless and until any disagreement by the Union has been arbitrated. In such case the Union shall file a grievance in writing and this



grievance will proceed immediately to expedited arbitration with the mutually agreed arbitrator being requested to hear the matter within 30 days of the grievance and rule within 14 days of the hearing.

### **22:03 No Elimination**

Existing Classifications which have not been superseded shall not be eliminated without prior agreement between the parties.

### **22:04 Job Evaluation**

- (1) An employee's position shall be classified in accordance with the City's Job Evaluation Procedures and the employee shall be notified in writing of any change in the classification title, salary or grade of his / her position.
- (2) Should it be necessary to develop a new classification or change an existing classification falling within the Bargaining Unit, the City shall advise the Union upon taking the action.
- (3)
  - (a) An employee who feels that his / her position is incorrectly classified may submit a request for job evaluation review. An employee will have access to the JE Plan to assist in his / her request for review. Copies of the JE Plan are available from the Department of Human Resources.
  - (b) In preparing the JAQ the employee may elect to have the assistance of a union representative. Both the employee and his/her representative shall be granted a reasonable period of time off without loss of pay or benefits to prepare the submission. It shall be the responsibility of the employee and his/her representative to request such time off from their respective supervisors before absenting themselves from their duties. Such request shall not be unreasonably denied.
- (4) A request for job evaluation review shall not be considered on the grounds:
  - (a) The duties assigned to the position are unchanged.
  - (b) The duties are assigned as a result of a temporary assignment. An employee may not request a review of a position to which he / she is temporarily assigned, except long term temporary assignment which will be addressed on an individual basis.
- (5) A request for job evaluation review shall be initiated by the employee completing and submitting a Job Analysis Questionnaire (JAQ) to their Supervisor. Supervisors and Department Heads will review and complete the applicable sections of the JAQ within ten (10) working days of receipt of the document. Where necessary the Supervisor and / or Department Head shall discuss the JAQ with the employee in an effort to produce a description / questionnaire which is both accurate and mutually acceptable to both parties. If mutual agreement cannot be reached then the Manager and / or employee may attach a written statement elaborating on those aspects of the position which are in dispute. Both parties' comments will be made available to the other prior to forwarding the request for review. The completed and signed JAQ will then be forwarded to the

Department of Human Resources and to the employee by the Supervisor. The Union shall be provided with the recognized and proposed job descriptions.

- (6) In cases of Employer initiated reclassifications the City shall provide the Union with the recognized and proposed job descriptions.
- (7) The Department of Human Resources will notify the employee of receipt of the JAQ. The Department of Human Resources shall arrange for a review / rating of the position by the Job Evaluation Committee within sixty (60) calendar days from receipt of the JAQ in the Department of Human Resources.
- (8) The Committee shall hold meetings to rate positions and may meet with the applicant, Department Head and / or Supervisor to assist the Committee in conducting its review. The applicant may be accompanied by another member of the bargaining unit who may address the Committee on the applicant's behalf. Where an applicant for reclassification requests a meeting with the committee, such request shall be granted and both the employee and his / her representative shall be granted time off without loss of pay and / or benefits to attend the hearing.
- (9) Within ten (10) working days from the date the position is rated by the Job Evaluation Committee, the Department of Human Resources will notify the employee and the Recording Secretary of the Union of the ratings assigned to each of the factors under the JE Plan, the grade, the grade range, the total points, the effective date, and any change in the classification title assigned to his / her position.
- (10) If as a result of an employee's request for review the position is reclassified, it shall be effective from the following dates:
  - (a) In the case of an increase in pay level, the increase shall be effective from ten (10) working days after the JAQ was submitted to the supervisor by the employee.
  - (b) In the case of a decrease in pay level, the individuals shall be red-circled immediately.
- (11) Composition of Job Evaluation Committee:
  - (a) There shall be a Committee to be known as the Job Evaluation Committee consisting of four (4) management employees and four (4) union employees of which two from each group will rate positions during any rating session. A Coordinator assigned from the Department of Human Resources will assist the Committee in its deliberations and attend all rating / review sessions.
  - (b) The Committee members will be appointed by the Employer and the Union respectively and must be familiar with the application of the JE Plan within City of St. John's. Training in the application of the JE Plan will be provided to all Committee members, as required.

## **ARTICLE 23 JOINT INSURANCE AND BENEFIT COMMITTEE**

### **23:01 Establishment of Committee**

- (1) The parties shall establish a Joint Insurance and Fringe Benefit Committee composed of an equal number of Union and employer representatives.
- (2) The Committee shall determine its own procedure and shall be supplied with the existing insurance, pension and benefit plans, related material and supporting documentation to enable them to properly carry out the terms of reference.
- (3) The objectives of the Committee are:
  - (a) to evaluate existing insurance and fringe benefit plans;
  - (b) to ensure that the parties to this Agreement are achieving the maximum possible return under existing plans;
  - (c) to ascertain if a better system or a better plan can be obtained within a reasonable financial obligation as compared to the cost of existing plans;
  - (d) to make recommendations and report thereon to the parties to this Agreement.

### **23:02 Employee Benefit Plan Disclosure**

The Employer shall provide the Union with a copy of all employee benefit and health master plan texts and amendments. In addition, the Employer shall, once a year, provide the Union with a copy of the financial/actuarial statement for all employee benefit plans and the tri-annual actuarial evaluation for the pension plan including a list of all pension fund investments and holdings, rate of return, and all actuarial assumptions used.

### **23:03 Pension Plans**

All eligible employees shall be required to participate in The City of St. John's Employee Pension Plan **except as noted herein.**

**Call-in employees who are on the seniority list as of December 31, 2014 and are listed in Defined Benefit Members List ( DB member List). will have the option to join the DC pension plan effective January 1, 2015. Such employees will have the option to join the DB pension plan and purchase service from their DC funds if at some future point they attain a DB pension eligible position.**

### **23:04 New Employees**

Notwithstanding schedule D or any other article of the collective agreement, any employee hired after February 15, 2007 and who is eligible for the benefits will pay 38% of the cost of the major medical health plan premium. All other cost sharing arrangements for other group insurances will remain the same as those paid by current employees. The health premium will be reviewed annually on a group basis and the cost sharing adjusted to ensure 50/50 premium cost sharing on all benefits.

### **23:05 Retirees**

Notwithstanding schedule D or any other article of the collective agreement, any employee hired after February 15, 2007 shall cost share major medical health premiums on a 50/50 basis on commencement of retirement and for the balance of their retirement.

### **23:06 Long Term Disability Plan**

The Employer shall implement and the employees will pay the full cost of the premiums of a mutually agreed upon Long Term Disability Plan.

### **23:07 Workers' Compensation**

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workers Compensation Board as compensable within the meaning of the Workers Compensation Act, shall receive compensation in accordance with the applicable legislation.

While in receipt of Workers Compensation Benefits or while prevented from returning from his/her regular employment as a result of a compensable injury, an employee shall be entitled to all rights and benefits under the Collective Agreement.

The period an employee is on Workers Compensation shall be credited for service and seniority purposes including pensionable service. Pension contributions shall be based on regular gross salary and shall continue to be cost shared. Group insurance benefits shall also continue at the applicable cost shared basis except as outlined below. At the point that an employee ceases to draw temporary or extended benefits, the aforementioned benefits will cease except where the employee is otherwise entitled to benefits as a result of eligibility for sick leave, Long Term Disability or under the retirement provisions.

Notwithstanding any other provision of this agreement and at the date of the signing of this agreement, an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission shall continue to be eligible for Group Insurance under normal cost sharing for a period of two years after which all premiums will be paid by the employee. Payments for group insurance premiums must be made monthly by the 15<sup>th</sup> day of the month preceding the month of coverage.

### **23:08 Insurance Program/Pensions**

All matters relating to insurance and pension benefits for employees covered by this Agreement are as set forth in the attached Schedule "D" or elsewhere in this collective agreement which Schedule or other provision(s) of this collective agreement shall form part of this Agreement.

### **23:09 Benefit Cost Sharing on Expiry of Paid Leave**

Notwithstanding any other provision of this agreement and after the date of signing of this agreement, an employee who has exhausted their sick leave bank and other paid leave and who is not eligible for LTD, shall remain in the Group Insurance plan under normal cost sharing for a two calendar year period. After this two calendar year period all premiums will be paid by the

employee. Payments for group insurance premiums must be made monthly by the 15<sup>th</sup> day of the month preceding the month of coverage.

## **ARTICLE 24 OCCUPATIONAL HEALTH AND SAFETY**

### **24:01 Cooperation on Safety**

The Union and the Employer shall co-operate in health and safety matters and recognize the application of the Occupational Health and Safety Act. The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations and these shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

### **24:02 Union-Employer Health and Safety Committee**

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. The Health and Safety Committee shall:

- (a) meet at least once every two months;
- (b) participate in all inquiries and investigations established pertaining to occupational health and safety of scope personnel;
- (c) have full access to all government and City reports relating to the health and safety of the employees represented by the committees

### **24:03 Health and Safety Committee Pay Provisions**

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

### **24:04 Access to Workplace**

Union advisors on health and safety matters, when accompanied by legitimate representatives of the local, shall have access to the Employer's premises to attend Committee meetings or to assist the Committee in inspections or investigations.

### **24:05 Time Off for Health and Safety Training**

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters. Time used by this Committee for this purpose shall be deducted from the days provided in Article 19:02.

#### **24:06 Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized or disciplined for refusing to do work that the worker has reasonable grounds to believe is dangerous to his/her health or safety, the health and safety of another person at the workplace, the employee's unborn child, or the public. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until that employee has been informed of the prior refusal.

#### **24:07 Injury Pay Provision**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of his/her shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift. An employee who has received payment under this section, shall, if on the job, suffer no loss in pay for the time necessarily spent for further medical treatment of the injury during regular scheduled working hours, subsequent to the day of the accident.

#### **24:08 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical attention while on the job shall be at the expense of the Employer.

#### **24:09 Labour-Management Rehabilitation Committee/Employee Assistance Program**

- (1) Establishment of Committee - The Employer and the Union recognize that mental illness, as well as substance dependency and other forms of addiction are medical disorders. They further recognize the social, personal and economic problems associated with them and that employees and their families may require assistance for these and other problems. Accordingly, the parties shall establish a joint Rehabilitation Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to deal with these problems in the work force. The Committee shall enjoy the full support of both parties and shall be vested with the authority to make recommendations.
- (2) Function of Committee - The Committee shall concern itself with the following general matters:
  - (a) Education concerning mental illness, substance dependency and other forms of addiction.
  - (b) The study of the incidence of mental illness, substance dependency and other forms of addiction in the work place.
  - (c) The establishment of a rehabilitation program in conjunction with appropriate social welfare and medical authorities.
  - (d) Encouragement of medical treatment and/or counselling.

- (e) Recommendations of policy with regard to discipline, discharge and sick leave coverage where an employee's work performance has been impaired by such problems.
- (3) Meetings of Committee - The Committee shall meet at least once a month at a mutually agreeable time and place. Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for the time spent with this Committee.
- (4) Chairperson of the Meeting - An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- (5) Minutes of Meetings - Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting. Policy decisions of the Committee shall be fully disclosed. Any personal information shall be strictly confidential and shall be confined only to members of the Committee and shall not appear in the public minutes.
- (6) The parties agree to establish a billing mechanism which protects the confidentiality of any employee or family member receiving assistance or support through the EAP Program.

## **ARTICLE 25 TECHNOLOGICAL AND OTHER CHANGES**

### **25:01 No Employee to be dismissed**

No regular employee shall be dismissed by the Employer because of mechanization or technological or other changes or statutory or regulatory changes requiring different qualifications to perform the work.

### **25:02 Technological Changes - Income Protection**

An employee who is displaced from his/her job by virtue of technological change or improvements will suffer no reduction in normal earnings.

### **25:03 Technological Changes - Transfer Arrangements**

An employee who is displaced from his/her job by virtue of technological change or improvements or statutory or regulatory changes requiring different qualifications to perform the work will be given the opportunity to fill other vacancies for which he/she is qualified, according to his/her seniority or have the option of exercising his/her displacement rights in accordance with Article 13.

### **25:04 Technological Changes - Training Benefits**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employee, shall, at the expenses of the Employer, less any other allowance provided for such

training by any other Government Agency, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

In the event that statutory or regulatory changes require an enhancement in qualifications to perform the work, the City agrees to meet and discuss the feasibility of training to meet the new requirements.

#### **25:05 Additional Training**

Should the introduction of new methods of operation or statutory or regulatory changes create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be subject to discussion between the Employer and the Union.

### **ARTICLE 26 CONTRACTING OUT**

The Union recognizes the responsibility and duty of the Employer to arrange for the performance of public services as efficiently and economically as possible. However, notwithstanding the foregoing the Employer shall not contract out any work or services which will result in the layoff of employees who normally perform the work or service and who have seniority under the terms of this Agreement.

### **ARTICLE 27 PROTECTIVE CLOTHING**

#### **27:01 List of Protective Clothing:**

The Employer agrees to provide clothing in accordance with Schedule "C" attached hereto and forming part of this Agreement.

In the case of employees filling temporary vacancies or employees successful in securing a position under Article 12:01, the City may, at its discretion, delay the issuing of such clothing for a period not to exceed the probationary period. Where the City exercises this option, it shall be responsible for accommodating the lack of such clothing or equipment.

#### **27:02 Uniforms**

The Employer agrees to provide uniforms and safety hats to employees in classifications requiring these items.

In the case of employees filling temporary vacancies or employees successful in securing a position under Article 12:01, the City may, at its discretion, delay the issuing of uniforms for a period not to exceed the probationary period. Where the City exercises this option, it shall be responsible for accommodating the lack of such uniforms.

#### **27:03 Requirements to Wear Protective Clothing**

Employees issued protective clothing will be required to wear such protective clothing and the Occupational Health and Safety legislation will prevail.



## **ARTICLE 28 GENERAL**

### **28:01 Application of Terminology**

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, masculine or feminine has been used where the context so requires.

### **28:02 Printing of Agreement**

The Employer agrees to pay for the printing of the Collective Agreement in both 8½ x 11 and pocket size.

### **28:03 Proper Accommodations**

Proper Accommodation shall be provided for employees to have their meals and hang their clothes.

### **28:04 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **28:05 Building Closing Because of Weather Conditions**

The final decision to close a building or buildings because of weather conditions shall be made by the City Manager. All employees shall be paid for all hours for which they were scheduled during the period of the closure. The City shall make every reasonable effort to provide transportation for employees who are required to work during the period of the closure.

## **ARTICLE 29 CONTINUATION OF RIGHTS**

### **29:01 Continuation of Rights**

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereinafter enacted or proclamation or regulation shall invalidate or disallow any portion of this Agreement the entire Agreement shall not be invalidated and the existing rights, privileges, benefits and obligations of the parties or of employees, shall remain in existence. In such an event, the provisions of the Agreement so invalidated or disallowed shall be re-opened for negotiations.

### **29:02 Changes in Legislation**

All provisions of this Agreement are subject to applicable law now or hereinafter in effect. If any law now existing or hereinafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiations.

### **29:03 No Strike, No Lockout**

During the term of this agreement, the Employer agrees that there will be no lockouts and the Union agrees that there shall be no strike, provided that the words "strike" and "lockout" shall be as defined by the Labour Relations Act.

### **29:04 Legal Liability**

An employee or former employee who is named in a court action directly arising out of his/her employment shall have his/her legal costs, including judgment costs, paid by the employer. The employer's obligation under this Article shall be relieved in cases where gross negligence or illegal activity on the part of the employee is proven.

## **ARTICLE 30 AMALGAMATIONS, REGIONALIZATION, AND MERGER PROTECTION**

### **30:01 Amalgamation, Regionalization, and Merger Protection**

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

- (1) Employees shall be credited with all seniority rights with the new Employer.
- (2) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the new Employer.
- (3) All works and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by C.U.P.E. members with the new Employer.
- (4) Conditions of employment and wage rates for the new Employer shall be equal to the provisions of this Agreement.
- (5) No employees shall suffer loss of employment as a result of merger.
- (6) Preference in location of employment in the merged municipality shall be on the basis of seniority

## **ARTICLE 31 DURATION**

### **31:01 Duration**

This Agreement shall be binding and remain in effect **from July 1, 2014 to June 30, 2018** and shall continue from year to year thereafter unless either party gives to the other party notice in writing by April 1st in any year that it desires its termination or amendment.

### **31:02 Notices of Changes**

Either party desiring to propose changes to this Agreement shall, in the period from February 1st to June 30th give notice in writing to the other party that changes are proposed. Immediately

upon receipt of this advice, the parties will communicate and establish a mutually agreeable date on which to meet to exchange proposals for a new agreement. This exchange of proposals shall occur as soon as possible after receipt of notice to bargain.

### **31:03 Amendments to Agreement**

Amendments to this Agreement may be made at any time provided the parties are mutually agreed.

### **31:04 Restrictions on Negotiations**

Unless the parties mutually agree negotiations shall be restricted to those proposed in writing by either party as specified in Article 31:02.

### **31:05 Agreement to Continue in Force**

The terms and conditions of this Agreement shall remain in full force and effect during negotiations until agreement is reached or the provisions of the Labour Relations Act with respect to strike or lock-out have been complied with and either party exercises that right.

### **31:06 Retroactive Pay for Terminated Employees**

An employee who has severed his/her employment between the termination date of this Agreement and the signing date of the new agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

**SCHEDULE A  
Rates of Pay**

**July 1, 2014: 5%**

**July 1, 2015: 4%**

**July 1, 2016: 4%**

**July 1, 2017: 5%**

<b>Grade</b>	<b>Title</b>	<b>July 01, 2014 (5%)</b>	<b>July 01, 2015 (4%)</b>	<b>July 01, 2016 (4%)</b>	<b>July 01, 2017 (5%)</b>
17	Accessible Transit Clerk	27.09	28.17	29.30	30.77
23	Accessible Transit Coordinator	37.34	38.83	40.38	42.40
19	Account Representative	30.14	31.35	32.60	34.23
21	Account Representative-Senior	33.54	34.88	36.28	38.09
20	Accounting Clerk/WP	31.82	33.09	34.41	36.13
19	Accounts Payable Clerk	30.14	31.35	32.60	34.23
12	Activity Assistant	19.22	19.99	20.79	21.83
17	Administrative Clerk	27.09	28.17	29.30	30.77
23	Affordable Housing Coordinator	37.34	38.83	40.38	42.40
14	Animal Patrolperson	22.63	23.54	24.48	25.70
18	Archives Technician	28.58	29.72	30.91	32.46
22	Archivist	35.40	36.82	38.29	40.20
23	Archivist - Lead	37.34	38.83	40.38	42.40
22	Arts & Cultural Dev Coord	35.40	36.82	38.29	40.20
17	Assessor Dev Trainee-Level I	27.09	28.17	29.30	30.77
step	Assessor Dev Trainee-Level II	28.58	29.72	30.91	32.46
step	Assessor Dev Trainee-Level III	30.14	31.35	32.60	34.23
step	Assessor Dev Trainee-Level IV	33.00	34.32	35.69	37.47
step	Assessor Dev Trainee-Level V	35.97	37.41	38.91	40.86
step	Assessor Dev Trainee-Level VI	38.94	40.50	42.12	44.23
26	Assessor - Senior	44.50	46.28	48.13	50.54
22	Assistant Development Officer	35.40	36.82	38.29	40.20
17	Bldg Inspector Trainee	27.09	28.17	29.30	30.77
step	Bldg Inspector I	30.06	31.26	32.51	34.14
step	Bldg Inspector II	33.00	34.32	35.69	37.47
step	Bldg Inspector III	35.97	37.41	38.91	40.86
step	Bldg Inspector IV	38.94	40.50	42.12	44.23
25	Bldg Inspector Senior	41.85	43.52	45.26	47.52
21	BPM Coordinator	33.54	34.88	36.28	38.09
23	Business & Research Officer	37.34	38.83	40.38	42.40
25	Business System Analyst	41.85	43.52	45.26	47.52
25	Business System Analyst (E-Bus)	41.85	43.52	45.26	47.52
21	Buyer	33.54	34.88	36.28	38.09
22	Buyer - Garage	35.40	36.82	38.29	40.20
22	Buyer - Senior	35.40	36.82	38.29	40.20
18	Capital Works Financial Clerk	28.58	29.72	30.91	32.46
23	Claims Officer - Senior	37.34	38.83	40.38	42.40

<b>Grade</b>	<b>Title</b>	<b>July 01, 2014 (5%)</b>	<b>July 01, 2015 (4%)</b>	<b>July 01, 2016 (4%)</b>	<b>July 01, 2017 (5%)</b>
19	Clerk - Inventory Control	30.14	31.35	32.60	34.23
16	Clerk - Mail Room	25.52	26.54	27.60	28.98
17	Clerk - Parts	27.09	28.17	29.30	30.77
20	Clerk - Parts - Senior	31.82	33.09	34.41	36.13
11	Clerk - Snow Clearing	17.44	18.14	18.87	19.81
16	Clerk II - Finance	25.52	26.54	27.60	28.98
20	Community Service Coordinator	31.82	33.09	34.41	36.13
18	Construction Inspector I	25.58	29.72	30.91	32.46
20	Construction Inspector II	31.82	33.09	34.41	36.13
22	Construction Inspector III	35.40	36.82	38.29	40.20
22	Cross Connection Control Tech	35.40	36.82	38.29	40.20
18	CSR I	28.58	29.72	30.91	32.46
20	CSR II	31.82	33.09	34.41	36.13
25	DBase/Security Administrator	41.85	43.52	45.26	47.52
24	Development Officer	39.40	40.98	42.62	44.75
21	Drafting Technician	33.54	34.88	36.28	38.09
19	Dup Machine Op/Stationery Clrk	30.14	31.35	32.60	34.23
21	Electrical Inspector I	33.54	34.88	36.28	38.09
24	Electrical Inspector II	39.40	40.98	42.62	44.75
26	Electrical Inspector - Senior	44.50	46.28	48.13	50.54
22	Electrician - BOMI	35.40	36.82	38.29	40.20
20	Electrician - Journeyperson	31.82	33.09	34.41	36.13
22	Engagement Officer	35.40	36.82	38.29	40.20
24	Engineering Assistant	39.40	40.98	42.62	44.75
24	Engineering Technician	39.40	40.98	42.62	44.75
22	Environmental Landfill Tech	35.40	36.82	38.29	40.20
16	Events Catering Coordinator	25.52	26.54	27.60	28.98
15	Facility Service Worker	23.98	24.94	25.94	27.24
14	Field Assistant	22.63	23.54	24.48	25.70
21	Financial Accountant I	33.54	34.88	36.28	38.09
24	Financial Accountant II	39.40	40.98	42.62	44.75
26	Financial Accountant III	44.50	46.28	48.13	50.54
20	Fleet Support Specialist	31.82	33.09	34.41	36.13
16	General Administration Clerk	25.52	26.54	27.60	28.98
25	GIS Analyst	41.85	43.52	45.26	47.52
24	GIS Developer Desktop/Web	39.40	40.98	42.62	44.75
22	GIS Technologist	35.40	36.82	38.29	40.20
18	GPS Technician	28.58	29.72	30.91	32.46
n/a	Head Lifeguard (NEW)	19.85	20.64	21.47	22.54
15	Head Lifeguard	23.98	24.94	25.94	27.24
18	Help Desk Technician	28.58	29.72	30.91	32.46
25	Heritage Officer	41.85	43.52	45.26	47.52
17	Hydrological Technician Asst	27.09	28.17	29.30	30.77
23	Hydrological Technician	37.34	38.83	40.38	42.40
21	IT Desktop Support Technician	33.54	34.88	36.28	38.09

<b>Grade</b>	<b>Title</b>	<b>July 01, 2014 (5%)</b>	<b>July 01, 2015 (4%)</b>	<b>July 01, 2016 (4%)</b>	<b>July 01, 2017 (5%)</b>
15	Janitor	23.98	24.94	25.94	27.24
18	Licensing/By-Law Enforcement Officer	28.58	29.72	30.91	32.46
n/a	Lifeguard/Instructor (NEW)	14.56	15.14	15.75	16.54
11	Lifeguard/Instructor	17.44	18.14	18.87	19.81
22	Marketing Associate	35.40	36.82	38.29	40.20
21	Municipal Arborist	33.54	34.88	36.28	38.09
25	Network Analyst	41.85	43.52	45.26	47.52
21	Parking Enforcement Officer Senior	33.54	34.88	36.28	38.09
17	Parking Meter Technician	27.09	28.17	29.30	30.77
20	Payroll Administrator	31.82	33.09	34.41	36.13
22	Payroll Administrator - Senior	35.40	36.82	38.29	40.20
21	PDE Coordinator	33.54	34.88	36.28	38.09
16	PEO/Patrolperson	25.52	26.54	27.60	28.98
24	Planner II	39.40	40.98	42.62	44.75
26	Planner III	44.49	46.27	48.13	50.54
26	Planner III-Urban Design & Heritage	44.49	46.27	48.13	50.54
24	Planning Technician	39.40	40.98	42.62	44.75
25	Plans Examiner/Sr Bldg Inspec	41.85	43.52	45.26	47.52
20	Plumber - Journeyperson	31.82	33.09	34.41	36.13
22	Plumbing Inspector	35.40	36.82	38.29	40.20
24	Plumbing Inspector Senior	39.40	40.98	42.62	44.75
20	Program & Operations Coord	31.82	33.09	34.41	36.13
21	Program Coord-Children's Pgms	33.54	34.88	36.28	38.09
20	Program Coord-Fitness & A L/S	31.82	33.09	34.41	36.13
22	Program Coord-Inclusive Servs	35.40	36.82	38.29	40.20
20	Program Coord-Outdoor & Youth	31.82	33.09	34.41	36.13
20	Program Coord-Sports & Events	31.82	33.09	34.41	36.13
17	Project Assistant	27.09	28.17	29.30	30.77
18	Purchasing Administration Clerk	28.58	29.72	30.91	32.46
20	Quality Management Coord	31.82	33.09	34.41	36.13
19	Records Analyst	30.14	31.35	32.60	34.23
16	Records Management Clerk	25.52	26.54	27.60	28.98
21	Recreation Account Rep	33.54	34.88	36.28	38.09
21	Recreation I.S. Administrator	33.54	34.88	36.28	38.09
21	Research Assistant	33.54	34.88	36.28	38.09
18	Revenue Account Billing Clerk	28.58	29.72	30.91	32.46
19	Revenue Accounting Analyst	30.14	31.35	32.60	34.23
23	Road Safety Initiative Analyst	37.34	38.83	40.38	42.40
22	Special Projects Coordinator	35.40	36.82	38.29	40.20
24	SQL/Report Developer	39.40	40.98	42.62	44.75
24	Strategic & Economic Dev Officer	39.40	40.98	42.62	44.75
21	Streets Inspector II	33.54	34.88	36.28	38.09
23	Streets Inspector III	37.34	38.83	40.38	42.40

Grade	Title	July 01, 2014 (5%)	July 01, 2015 (4%)	July 01, 2016 (4%)	July 01, 2017 (5%)
21	Surveyor II	33.54	34.88	36.28	38.09
25	Surveyor III	41.85	43.53	45.26	47.52
19	Tax Certificate Specialist	30.14	31.35	32.60	34.23
23	Tourism Development Coordinator	37.34	38.83	40.38	42.40
22	Tourism Industry Coordinator	35.40	36.82	38.29	40.20
15	Tourism Information Counsellor	23.98	24.94	25.94	27.24
17	Tourism Info Counsellor-LHand	27.09	28.17	29.30	30.77
18	Traffic Analyst - Junior	28.58	29.72	30.91	32.46
24	Traffic Analyst	39.40	40.98	42.62	44.75
18	Waste Diversion Comm Asst	28.58	29.72	30.91	32.46
24	Web Application Developer	39.40	40.98	42.62	44.75
16	Word Processor I	25.51	26.54	27.60	28.98
17	Word Processor III	27.09	28.17	29.30	30.77

**Signing Bonus: \$1000.00 per CUPE 1289 employee as of date of ratification of the agreement and prorated based on regular paid hours of work in the previous 12 months from August 31, 2014. The minimum allowance \$350.**

**(a) Step progression available for the following positions:**

- 1. Junior Traffic Analyst to Traffic Analyst**
- 2. Financial Accountant classification**
- 3. Assessors**
- 4. Electrical Inspector**

**(b) Note: As part of its recruitment and retention strategy, the City reserves the right to make upward adjustments of salaries of certain classifications contained in Schedule A in order to reflect supply and demand conditions in the labour market. Such market adjustments shall only be made after prior consultation with the Union.**

**General parameters pertaining to the Market Adjustment concept include:**

**(a.) Non- pensionable additional remuneration and paid on a bi-weekly basis and is not subject to any general increases that may be implemented by the City.**

**(b.) The duration of any market adjustment shall be for one calendar year and is subject to annual review at which time it may be continued, modified, or discontinued.**

**(c.) The Market Adjustment remuneration will be paid to new hires and current employees in the applicable classification**

**SCHEDULE B**  
**Classifications Excluded from CUPE Local 1289**

Administrative Assistant  
**Administrative Officer**  
All Auditors  
All Directors  
All Forepersons  
All Managers  
All Operations Assistants  
All Supervisors  
**Chief Municipal Planner**  
City Internal Auditor  
City Manager  
City Solicitor  
**Communications & PR Officer**  
**Community Advisor**  
**Deputy City Mangers**  
Confidential Secretary  
Deputy Fire Chief  
**Elections Coordinator**  
Employee Development Coordinator  
Employee Wellness/Health Educator  
**Equipment Training Coordinator**  
**Executive Asst Mayor/City Mgr**  
Fire Chief  
**HR Advisor**  
**HR Assistant**  
**HR Project Assistant**  
**HR Service Center Technician**  
**HRIS Coordinator**  
**Human Resources Clerk**  
**Human Resources Officer**  
**Human Resources Technician**  
**Junior Executive Assistant**  
Lawyer  
**Legislative Assistant**  
Members C.U.P.E. Local 569  
Members I.A.F.F. Local 1075  
Members N.A.P.E. Local 7808  
Members of City of St. John's Group 9 (non-union)

**Occupational Health Nurse**  
**OHN/Disability Case Mgr**  
Operations & Systems Analyst  
Paralegal I & II  
Pension & Benefit Coordinator  
Professional Engineers  
**Project Lead**  
Real Estate Officer  
**Safety Advisor**  
**Safety Coordinator**  
Seasonal Recreational Staff  
Senior Housing Officer - Urban Living  
**Senior Internal Auditor**  
**Senior Legislative Assistant**  
**Shelter Veterinarian**  
**Shift Superintendent**  
Solicitor  
Superintendent  
**Team Lead - ERP**  
Tenant Relations Officer  
**Trainer/Equipment Operator**  
**Training Assistant**  
Training Coordinator



**SCHEDULE C**  
**Clothing**

1. Clothing is to be issued on the basis of time actually worked.
2. This list is for normal wear and tear and additional issues may be approved by the City for special circumstances. The City may require substantiation of the special circumstances. Loss or theft will not be considered a "special circumstance".
3. Employees issued clothing will be required, as a condition of employment, to wear such clothing.
4. Before new clothing is issued or re-issued the old clothing must be returned.
5. Where an employee terminates employment or leaves the position requiring clothing such clothing must be returned to the City.
6. Where an employee chooses work shoes instead of work boots, the City agrees to provide one (1) pair of overshoes every two (2) years.

<b>Position</b>	<b>Item</b>	<b>Number of items</b>
<b>Activity Assistant</b>	Polo Shirts	-3 per year
	Parka	-1 every four years
	Coveralls	-1 every five years
	Rainwear	-1 every five years
	Work Boots/Shoes	-1 pair per year
	Winter Gloves	-1 pair per year
<b>Assessor</b>	Work Boots/Shoes	-1 pair per year
	Winter/Summer Jacket	-1 every two years
<b>Assistant Development Officer</b>	Long Rubbers	-1 pair every two years
<b>Buyer</b>	Work Boots/Shoes	-1 pair per year
	Smock	-1 per year
<b>Citizen Service Representative</b>	Dress shirt, Blouse or Polo shirt	-5 for first year, 3 per year thereafter
	Skirt dress pants/slacks	-3 per year
	Sweater	-1 per year
<b>Clerk – Inventory Control</b>	Parka	-1 every three years
	Work Boots/Shoes	-1 pair per year
	Summer Jacket	-1 every three years

	Work Shirts	-3 per year
	Work Pants	-3 per year
<b>Clerk – Mail &amp; Duplicating Machine Operator Clerk</b>	Work Jacket: 3-in-1 jacket	-1 every two years
	Work Shirts	-3 per year
	Work Pants	-3 per year
<b>Clerk – Parts</b>	Work Shirts	-3 first issue, 3 per year thereafter
	Work Pants	-3 first issue, 3 per year thereafter
	Safety Boots/Shoes	-2 pairs first issue, one additional every 8 months
	Work Jacket: 3-in-1 jacket	-1 every two years
<b>Construction Inspector</b>	Dress Shirt/ Blouse	-5 for first year, 2 per year thereafter
	Dress Pants/Slacks	-2 per year
	Parka	-1 every three years
	Summer Jacket	-1 every two years
	Work Boots/Shoes	-1 pair per year
<b>Development Officer</b>	Long Rubbers	-1 pair every two years
<b>Drafting Technician</b>	Smock	-1 each
<b>Electrician</b>	Work Shirts	-3 per year
	Work Pants	-3 per year
	<b>Arc Flash Rain Gear</b>	-1 every four years
	Long Rubbers	-1 pair every four years
	Summer Jacket	-1 per year
	Work Boots/Shoes	-1 pair per year
	Coveralls (fire/flash rated)	-2 per year
	Work Gloves	-2 per year
	Parka	-1 every three years
	Rubber Gloves	-1 pair per year
	Insulated Safety Logans	
	Insulated Coveralls	-1 per year
<b>Engineering Assistant</b>	Dress Shirt/Blouse	-5 for first year of employment, 2 per year thereafter
	Dress Pants/Slacks	-2 per year
	Rainwear	-1 every four years
	Long Rubbers	-1 pair every four years
	Summer Jacket	-1 every two years
	Work Boots/Shoes	-1 pair per year
	Work Gloves	-2 pairs per year
	Parka	-1 every three years

<b>Engineering Technician</b>	Dress Shirt/Blouse Dress Pants/Slacks Parka Summer Jacket Work Boots/Shoes	-5 for first year of employment, 2 per year thereafter -2 per year -1 every three years -1 every two years -1 pair per year
<b>Environmental Technician</b>	Parka Work Boots Summer Jacket Long Rubbers Rainwear	-1 every three years -1 pair per year -1 every two years -1 pair every four years -1 every four years
<b>Events Catering Coordinator</b>	Skirt/Blouse Dress Pants/Slacks Smock Work Boots/Work Shoes/Safety Sneakers 2 Bow Ties 2 Belts	-5 for first year of employment, 2 per year thereafter -2 per year -2 per year -1 pair per year -Every two years -Every two years
<b>Facility Service Worker</b>	Shirts Fleece zip top <b>Steel toe 6" work boots</b> <b>Black work pants</b> <b>Work Gloves</b>	-2 per year – 5 in first year of employment for FT and 3 for PT -1 item <b>-1 pair</b> <b>-2 pairs</b> <b>-1 pair</b>
<b>GIS Technologist</b>	Parka Summer Jacket Long Rubbers Rainwear Work Boots	-1 every three years -1 every three years -1 pair every four years -1 every four years -1 pair per year
<b>GPS Technician</b>	Parka Work Boots Summer Jacket Long Rubbers Rainwear	-1 every three years -1 pair every year -1 every two years -1 pair every four years -1 every four years
<b>Hydrological Technician</b>	Parka Work Boots Summer Jacket Long Rubbers Rainwear	-1 every three years -1 pair every year -1 every two years -1 pair every four years -1 every four years

<b>Hydrological Technician Assistant</b>	Parka Work Boots Summer Jacket Long Rubbers Rainwear	-1 every three years -1 pair every year -1 every two years -1 pair every four years -1 every four years
<b>Inspectors – Construction</b>	Summer Jacket Long Rubbers Rainwear	-1 pair every five years -1 pair per year -1 every three years
<b>Inspectors – Streets</b>	Rainwear Work Boots/Shoes Parka	-1 pair every five years -1 pair per year -1 every three years
<b>Inspectors – Building, Electrical, Plumbing &amp; By-Law Enforcement Officer</b>	Dress Shirt/Blouse Dress Pants/ Slacks Parka Summer Jacket & Sweater Coveralls, Rainwear Work Boots/Shoes	-5 for first year of employment then 2 per year thereafter -2 per year -1 every three years -1 every two years -1 every five years -1 pair per year
<b>Inspectors- Senior &amp; Plans Examiner Senior</b>	Insulated Pants	- 1 pair per year
<b>Janitor (Mews Centre) (Wedgewood)</b>	Work Shirts Work Pants Coveralls, Work Boots	-5 for first year of employment, 2 per year thereafter -2 per year -1 per year
<b>Janitor</b>	Work Shirts Work Pants Coveralls, Work Boots Parka Rainwear, Long Rubbers	-5 for first year of employment, 2 per year thereafter -2 per year -1 per year -1 every three years -1 pair every five years
<b>Municipal Arborist</b>	Parka Rainwear Summer Jacket Works Boots/Shoes	-1 every two years -1 every five years -1 every two years -1 pair per year
<b>Planner/Planning Technician</b>	Long Rubbers	-1 pair every two years
<b>Plumber (Journeyman)</b>	Work Shirt, Work Pants Parka Summer Jackets Coveralls, Work Boots/Shoes	-3 per year -1 every three years -1 every two years -1 pair per year

	Rainwear, Long Rubbers Work Gloves	-1 pair every five years -2 pairs per year
<b>PEO Patrolperson</b>	Dress Shirt/Blouse Dress Pants/Slacks Turtleneck Ties Parka Summer Jacket, Leggings and Sweater Rainwear Summer Cap Winter Gloves Work Boots/Shoes Fur Hat	-5 for first year of employment, 2 yearly thereafter -2 per year -2 per year -2 first year, 1 per year thereafter -1 every three years -1 every two years -1 every five years -1 every two years -1 pair per year -2 pairs per year -1 every two years
<b>Senior Parking Enforcement Officers</b>	Work Shirt/Blouse Work Pants/Slacks Ties Parka Sweater Rainwear Coveralls Summer Cap Summer Jacket Winter Gloves Work Boots/Shoes, Work Gloves Fur Hat	-5 for first year of employment, 2 per year thereafter -2 per year -2 first year, 1 per year thereafter -1 every three years -1 every two years -1 every five years -1 per year -1 per year -1 every two years -1 pair per year -1 pair per year -1 every three years
<b>Research Assistant</b>	Work Boots/Shoes	-1 pair per year
<b>Surveyor</b>	Work Shirt Work Pants Parka Summer Jacket Rainwear, Long Rubbers Work Boots/Shoes Work Gloves	-5 for first year of employment, 2 per year thereafter -2 per year -1 every three years -1 every two years -1 pair every four years -1 pair per year -2 pairs per year
<b>Surveyor II</b>	Work Shirt Work Pants	-5 for first year of employment, 2 per year thereafter -2 per year

	Parka/Snowsuit Fur Hat Summer Jacket Rainwear, Long Rubbers Work Boots/Shoes Work Gloves 2 Coveralls (1 winter 1 summer)	-1 every three years -1 every two years -1 every two years -1 pair every two years -2 pair per year -2 pairs per year -1 each per year
<b>Traffic Analyst</b>	Dress Shirt/Blouse Dress Pants/Slacks Rainwear Parka Summer Jacket Work Boots/Shoes 2 Coveralls (1 winter 1 summer)	-5 for first year of employment, 2 per year thereafter -2 per year -1 every five years -1 every three years -1 every two years -1 pair per year -1 each per year
<b>Waste Diversion Communications Assistant</b>	Rainwear Winter parka Work Boots/Shoes <b>Winter Safety Boots</b> Summer Jacket <b>Work Gloves</b> <b>Toque</b> <b>Summer Coveralls</b>	-1 every three years -1 every three years <b>-1 pair per year</b> <b>-1 pair every two years</b> -1 every two years <b>-4 pairs per year</b> <b>-1 every two years</b> <b>-1 every two years</b>

**SCHEDULE D**  
**Insurance Programs and Pension Plan CUPE Local 1289**

The level of benefit coverage and the allocation of cost at ratification of this agreement in both group insurance and pension will only be changed by mutual agreement between the parties. The City maintains the right to establish the means and mechanisms of coverage.

Glasses coverage - \$200 maximum. Every 2 years

**Hearing Aid - \$5000 maximum. Every 5 years**

**Pension Plan for Current Employees**

- **No change to benefit structure**
- **Current service cost to be shared 50/50 – revise on an annual basis – currently calculated at 8.1%, maximum by law is 9%**
- **City guarantees that the current benefits contained in the defined benefit plan as of June 30<sup>th</sup>, 2014 shall remain in effect for those employees in the plan as at December 31, 2014 for as long as they live.**

**Guarantee Mechanism for Current Employees (Refer to MOU # 17)**

**Future Employees (Herein defined as those employees hired on or after January 1, 2015)**

- **Placed into a mandatory defined contribution plan which will be a 50/50 matching plan with the City. Contributions will be at 6% for each party for the first 3 years of employment. After 3 years employment, the City's contribution rate will rise to 7%.**
- **Employees will have the option to increase to 9%.**
- **Two representatives of the Union will work with the City to set up and maintain the Plan.**

**The City agrees to the minimum level of contributions in the DC Plan as noted above for the life of the current agreement and beyond. This commitment will be enshrined in a similar legal agreement similar to what the parties have developed with the defined benefit plan members.**

**SCHEDULE E**  
**Job Evaluation Appeal**

Constitution of Job Evaluation Appeal Committee:

1. There shall be a Committee to be known as the Job Evaluation Appeal Committee consisting of one (1) management employee, to be appointed by the employer, one (1) union employee, to be appointed by the union, and an independent Chair. The management and union representatives must not have deliberated on the initial submission to the Job Evaluation Committee. Within thirty (30) days of ratification of this agreement, the parties will meet to establish an independent chair or pool of independent chairpersons.
2. The Committee members will be appointed by the Employer and the Union and must be familiar in the application of the JE Plan within the City of St. John's. Training in the application of the Mercer Plan will be provided to all committee members, as required.
3. The Committee shall hold meetings on appeals and may meet with the appellant, Supervisor and / or Department Head. A representative from the Department of Human Resources will attend all meetings and assist the Committee in adjudicating the appeal. Where an appellant requests an opportunity to meet with the Appeal Committee, such request shall be granted.
4. The appellant may be accompanied by another member of the bargaining unit, selected by the employee, who may address the Committee on the appellant's behalf. Both the appellant and his / her representative shall be granted time off without loss of pay or benefits to attend the hearing.

Job Evaluation Appeal Procedure

The Job Evaluation Appeal Committee shall consider appeals which comply with the following procedures:

1. An employee may appeal the job evaluation decision to the Job Evaluation Appeal Committee. An employee requesting appeal must do so in writing and such notice must be sent to the Manager of Employee Relations and /or his / her designate within twenty (20) working days of receipt of their rating from the Department of Human Resources.
2. The request for appeal notice must indicate which factor(s) of the JE Plan, an employee is appealing, the rating requested and the reason for the rating requested. An employee will have access to the JE Plan to assist in his / her submission. Copies of the JE Plan are available from the Department of Human Resources. The employee may elect to have the assistance of a union representative. Both the employee and his/her representative shall be granted a reasonable period of time off without loss of pay or benefits to prepare the submission. It shall be the responsibility of the employee and the representative to obtain the prior approval of the respective supervisors before absenting themselves from their duties. Such approval shall not be unreasonably denied.
3. An appeal shall not be submitted to, or considered by, the Committee:



- (i) Unless procedures governing a request for review, as set forth in Article 22, have been followed.
  - (ii) On any criteria which differs from the original review conducted by the Job Evaluation Committee.
- 4. The Job Evaluation Appeal Committee shall render a decision on appeals within sixty (60) calendar days of receipt of the request for appeal and the decision shall be conveyed, in writing, over the signature of the Chair to the appellant. The notification will include the rating(s) on the factor(s) appealed by the employee, the grade, the grade range, and the total points, the effective date and any change in the classification title assigned to his / her position. The notification will be copied to the Supervisor and / or Department Head, the Recording Secretary of the Union and the Department of Human Resources, for appropriate action.
- 5. The decision of the Appeal Committee is final.

## **MOU # 1**

### **Solidarity Fund**

In the event that any or all members of CUPE Local 1289 elect to contribute to the CUPE Solidarity Fund the City shall deduct the appropriate amount from the employee's pay cheque on a weekly basis and remit the deductions to the Fund Administrator on a monthly basis no later than the 10th day of the month following the month for which the deductions have been made.

## MOU # 2

### Student On-the-Job Training

This will confirm mutual agreement by both parties regarding the provisions of on the job training opportunities to students of recognized educational institutions by the City of St. John's under the following conditions:

1. (a) On the job trainees will only carry out work which would not ordinarily be done by hiring extra employees and the hours of work and/or pay of the Bargaining Unit employees will not be reduced.
2. (b) The provision of on the job training opportunities shall not result in the layoff of Bargaining Unit members or result in the delay in the recall of Bargaining Unit members to return to work from layoff.
3. The maximum duration of on the job training opportunities shall be twenty (20) weeks.

The maximum number of students involved in on the job training within a Department/ **Division** of the Employer at any one time shall be four (4) except where mutually agreed by the parties.

4. Students involved in on the job training opportunities shall work with and alongside of the employee who normally performs the work the student is assigned.
5. The Union shall receive advance notice in writing of the City's intention to receive students for on the job training. Such notice shall state the general nature of the duties to be performed, the area(s) where an individual is to be assigned and the anticipated duration of the on the job training opportunity;
6. Both parties shall meet quarterly to discuss on-the- job training projects and their implementation. In addition, both parties will meet within thirty (30) days of ratification of this agreement so that concerns with respect to the implementation of this MOU may be discussed.
7. A student, for the purpose of this MOU, is an individual registered on a full-time basis at a recognized secondary or post-secondary institution who will be returning to full-time studies after the completion of the on the job training opportunity or who must have on the job experience as a final course requirement.

## **MOU # 3**

### **Contracting Out Joint Committee**

Within 30 days of the signing of this agreement, the parties agree to establish a joint committee composed of three representatives of the Union and three representatives of the Employer to review services which are currently contracted and upcoming projects which would not normally be performed by members of the bargaining unit to assess the feasibility of carrying out such services or projects in house.

## **MOU # 4**

### **Hand Tools**

It is agreed that maintenance employees who are required to provide their own hand tools, will on an annual basis, file with the City, a list of tools regularly used in the performance of assigned duties. Such lists will be reviewed by the City and employees will be advised which items are required and are eligible for reimbursement under clause 21.07. It is further agreed that sharpening of required tools shall be covered under clause 21.07.

## **MOU # 5**

### **Leave in Hours**

When an employee is moving between positions which have different weekly hours (eg: 33.75 hours per week to 37.5 per week, or 40 hours per week, or vice versa) the employees leave entitlements and accumulations shall be adjusted so the employee suffers no reduction in the number of days of leave accumulated.

## **MOU # 6**

### **Aquatics**

The following classifications will be covered by this MOU:

Head Lifeguard

Head Lifeguard (Probation rate as per Schedule "A")

Lifeguard Instructor

Lifeguard Instructor (Probation rate as per Schedule "A")

#### **Article 11: Seniority**

The provisions of Article 11 shall apply except as follows:

1. The parties agree that at the date of ratification (February 15, 2007) the seniority lists shall be dovetailed and aquatics employees shall be placed on the main list based on their current seniority date. From the date of ratification ( February 15, 2007) to June 30, 2010 aquatics employees shall have the right to bump other aquatics employees or employees hired after the date of ratification ( February 15, 2007), subject to the restrictions on bumping contained in Article 13 below. After June 30<sup>th</sup>, 2010 the restriction in Article 13 below will continue to apply.
2. The provisions of the Collective Agreement shall apply to the full-time permanent position of Head Lifeguard.
3. An individual who does not work a minimum of two shifts within any shift listing shall be terminated and removed from the seniority list unless absent on an approved leave of absence or unless seniority prohibits them from working any hours.
4. Once an employee has accepted shift(s) they shall not be permitted to withdraw from those shifts except in exceptional circumstances. Any such occurrence will result in the employee being removed from all aquatics shifts for a minimum period of six months plus the period prior to the commencement of the next shift listing. Any additional occurrence will be considered an immediate resignation and the provisions of 11.04 (2) shall not apply.

#### **Article 12: Vacancies and New Jobs**

The provisions of Article 12 shall apply with the exception of article 12.10 and 12.01. Article 12.10 will not apply to core aquatics training / certification. In addition to the other provisions of Article 12 the Employer agrees to provide at no cost, employee re-certification delivered by the City in the following areas: Standard First Aid by any body recognized under the provincial OHS legislation (and/or AEC for lifeguard / instructors ), CPR Level C Course, Lifesaving Society - National Lifeguard Service Award, Canadian Red Cross Water Safety Instructor's Certification.

Employees must be on the shift listing that is in operation concurrent with the training in order to qualify for this training unless on approved leave of absence. Notwithstanding any other

provision of the collective agreement, employees shall not be paid for time spent in re-certification. With the exception of the permanent Head Lifeguard and the part time Permanent Head Lifeguard, aquatics employees are considered temporary employees and shall only be eligible to apply for permanent positions.

It is the responsibility of the employee to keep all certifications current.

Employees must provide the City with proof of current re-certification within two days of completion of the course. The City will post a current listing of all lifeguards and instructors with the date of expiry of their present certification. Lapses in any certifications resulting in an employee being unqualified to work will result in immediate termination of the employee.

Article 12.01 will not apply. Employees will be sent a shift schedule and employees must call in at the scheduled time to indicate their shift selection. Should an employee not call in by the end of the selection process, he or she will be moved to the bottom of the seniority list. The number and time to call will be provided on the shift schedule notice.

### **Article 13: Layoffs and Recalls**

The provisions of Article 13 shall apply except when bumping. Employees covered by this MOU shall only be eligible to bump “guarding only” shifts in accordance with 11(1) above. There shall be no bumping as a result of scheduled or emergency shutdowns on a temporary basis (temporary is defined as six (6) months or less) or at the conclusion of a regular shift listing.

### **Article 14: Hours of Work**

The provisions of Article 14 shall not apply. An employee may add additional hours to their schedule as they become available provided they are not currently working any portion of these available hours and it does not result in overtime. Employees shall be permitted to exchange or replace their life guarding shifts only.

Shifts of less than two (2) hours in duration shall only be scheduled in the event of an extension of the current shift or to teach private lessons. Private lessons shall be paid at the rate of 8.00 per half hour.

On site administrative time for midterm and final reports shall be allocated as follows:

- 5 to 7 lessons per week: one half hour for each midterm and final report.
- 8-11 lessons per week: 1 hour for each midterm and final report
- 12 plus: 1.5 hours for each midterm and final report

Such additional administrative hours shall not be counted for the purposes of determining overtime eligibility. Administrative time shall not be granted for private lessons.

### **Article 15 and 16: Overtime and Statutory Holidays**

Except as provided below, the provisions of Article 15 shall not apply.

Overtime shall be paid for any hours worked in excess of 40 hours in any one calendar week or



in excess of 8 hours in any one day. The first 3 hours of overtime on any day shall be paid at time and one half and double time thereafter. Where an employee works on a statutory holiday he/she shall be paid for the actual hours worked at double the normal rate.

All employees except the permanent full time head lifeguard shall be entitled to holiday pay on a pro-rata basis based on the number of hours worked in the preceding 6 month period; payment to be made on the first pay cheque of April and October in each year. The six month periods shall be January 1 to June 30 and July 1 to December 31 commencing January 1, 2007.

The pro-ration formula to be used is as follows: (# of Hours Worked in a six month period divided by 1040) x (# of Paid Holidays) x (Regular Rate of Pay x 8 hours) = Holiday Pay.

In addition to the statutory holiday pay stated above, permanent part time Head Lifeguards who do not work the statutory holiday, will be paid for their full shift and any overpayment shall be recovered from the semi-annual payment noted above.

Employees shall accept additional shifts and overtime work. Provided the requirements of the service are met the Employer or its designated representative shall grant requests by individual employees to be excused from additional shifts and overtime work. In the event the number of employees required in each classification exceeds the number of requests to be excused, requests in each classification shall be granted on the basis of seniority. Employees shall be ready for additional shifts and overtime work at a specified time when given an advance notice of such additional shifts and overtime work by their supervisors. The Junior employee(s) shall be granted one refusal per shift schedule. Should the junior employee refuse to accept additional or overtime shifts a second time during any shift schedule, the employee may be subject to discipline which may include termination.

#### **Article 18: Sick Leave Provisions**

The provisions of Article 18 shall not apply, however, employees falling within the scope of this MOU shall be paid a premium of 5% of their basic salary on each pay cheque. This shall be in lieu of any sick leave and no other sick leave payment or provision shall apply. In cases of excessive absence, or of suspected abuse shown by an established pattern of sickness, the City reserves the right to require a medical certificate for any period of absence.

#### **Article 19: Leave of Absence**

The provisions of article 19 shall apply with the exception of 19:13.

#### **Article 23: Joint Insurance & Benefit Committee**

1. **Employees are enrolled in the pension plan according to the rules of their particular plan**
2. Permanent part time Head Lifeguards and permanent full time Head Lifeguards shall be eligible for participation in the group benefit plan.

## **Article 27: Clothing and Allowances**

The provisions of article 27 shall not apply. Female employees shall, on an annual basis, be paid a clothing allowance of 125 dollars (\$125). Male employees shall on an annual basis be paid a clothing allowance of seventy five dollars (\$75). Payment will be made at point of hire and annually thereafter on the first pay period of April; as well as receiving two (2) shirts. Once employees have selected their summer shift schedule, employees scheduled for 10 or more instruction hours per week will be provided with a purchase order to maximum value of 75 dollars to purchase a second bathing suit. Male swimsuits may consist of a pair of trunks and a pair of shorts.

All employees shall be required to provide and wear appropriate non-slip aquatic footwear at all times

## **MOU # 7**

### **Hours of Work: Parking Enforcement Division**

The existing hours of work in the Parking Enforcement Division shall remain in full force and effect until such time as the City changes the hours under MOU-Hours of Work - Specific Departmental Shift Development.

## MOU # 8

### Enhanced Retirement Package for those enrolled in Defined Benefit Pension Plan

Effective on the date of ratification of the 2003 to 2006 collective agreement, the pension plan has been amended in respect of CUPE 1289 plan members to provide for the following permanent improvements:

- (a) Unreduced early retirement provided that both of the following conditions are met at the date of retirement:
  - 1. age plus years of pensionable service must equal a minimum of 85
  - 2. the plan member must be at least 55 years of age
- (b) Pension reduction for retirement prior to age 60 and prior to Rule of 85 is 0.5% per month that retirement precedes the earlier of age 60 or the date that the plan member would have reached the Rule of 85.
- (c) 0.6% bridge payable to all members who retire, bridge payable for a maximum of 5 years but not past age 65. The bridge minimum is \$500.00 per month.
- (d) In consideration of these plan improvements (estimated at 5.01% of pay as at December 31, 2003 amortized over a period of 35 years) pension plan members of CUPE Local 1289 will increase their contribution from 5% to 7.5% of basic pay effective January 1, 2004. The City will contribute an extra 2.5% of pay to the pension plan in respect of all classifications of CUPE 1289 plan members effective January 1, 2004.
- (e) Any questions related to the relative contribution levels will be referred to the Joint Insurance, Pensions and Fringe Benefits Committee established under Article 23.
- (f) The Joint Insurance, Pensions and Fringe Benefits Committee established under Article 23 will be provided with a draft copy of each actuarial valuation report at least thirty (30) days prior to filing with the regulatory authorities and will be provided an opportunity to provide comment to the City provided there is no delay in the filing.
- (g) The Joint Insurance, Pensions and Fringe Benefits Committee will be provided with annual updates on the status of the amortization of these plan improvements.

## MOU # 9

### Hours of Work - Specific Departmental Shift Development

Notwithstanding Article 14, the City may establish shifts or work schedules of any type for the following classifications/work areas: Parking Enforcement Officer, Senior Parking Enforcement Officer, Recreation Coordinators, Facility Service Worker, Patrolpersons, Fleet Services, Janitor and Citizen Service Representatives.

Representatives of the City and the Union shall meet at least forty-five calendar days prior to the development of any new work schedule in the above noted work areas/classifications of the city to establish a mutually acceptable shift. In the event the parties cannot reach agreement on a working schedule the parties may avail of the services of a mutually agreed third party provided the process is completed within the initial forty-five day period. In the event the parties cannot reach agreement on a working schedule, at the end of the 45 day period the City will implement its shift until such time as agreement by the parties is reached on an alternate shift arrangement. For the purposes of this clause "a new work schedule" shall be defined as one that the parties have not employed in the affected work area in the previous calendar year. The City agrees that should the Union request review of an established work schedule and such request is received more than 45 days prior to planned implementation of the work schedule, then the procedure outlined above shall be followed.

Where shifts are implemented hours of work of the affected employees shall not exceed their regular weekly hours with these regular hours being averaged over a period not to exceed thirteen (13) calendar weeks.

- (1) The working schedule of each employee, showing the shifts and days off work shall be posted in an appropriate place at least two (2) weeks in advance.
- (2) There shall be no split shifts.
- (3) All shifts shall be on a rotating basis unless mutually agreed otherwise.
- (4) Unless mutually agreed otherwise, days off shall be consecutive and no less than two days in duration. Where shifts rotate, weekends off shall be distributed equally. The weekend shall mean a Saturday and Sunday.

#### Definitions

A Day Off means a twenty-four (24) hour period during which the employee is not scheduled to perform the duties of his/her position other than:

- (i) a designated holiday
- (ii) a day on which the employee is on leave of absence

For the purposes of this MOU, A Shift means the normal consecutive working hours scheduled for each employee.

## **Restrictions**

In the construction of shifts, the following restrictions shall apply:

- (1) Probationary and trial periods shall be pro-rated so as to be equal to those of employees not covered by this MOU.
- (2) In establishing shifts the parties shall endeavour wherever possible to maximize consecutive Saturdays and Sundays off bearing in mind the operational needs of the City and the nature of shift construction. In any event the City will ensure that weekends off will be distributed equitably.
- (3) Shifts of 10 hours or longer shall be to a maximum of four consecutive shifts, with a minimum of two consecutive days off, unless mutually agreed otherwise.
- (4) Employees shall not be scheduled to work a double shift.
- (5) Shift differential shall be **paid in accordance with Article 21:03**.
- (6) Unless mutually agreed otherwise, there shall be a minimum of 16 hours rest between scheduled shifts if the shift is eight (8) hours or less; if the shift is greater than 8 hours the rest period shall be a minimum of 12 hours.
- (7) Annual leave accrual shall be pro-rated so as to be equal to those of employees not covered by this MOU.
- (8) When an employee's days off are changed or re-scheduled within forty-eight (48) hours of the originally scheduled day(s) off, the employee shall be paid double time for hours worked on the originally scheduled days off. This clause shall not apply if the day(s) off are changed at the request of the employee.
- (9) In cases where the employee's regularly scheduled shift is changed it is the responsibility of the employer to directly notify the employee affected by the changes before he reports to work. This clause shall not apply if the change of shift was made at the request of the employee.
- (10) No employee shall lose pay or rest time as a result of change of assignment.

## **Rest & Meal Period**

Notwithstanding Article 14, in any event in establishing shifts the Employer will ensure the rest period and meal period will be in proportion to the daily hours of work.

## **Compensation for Work on Scheduled Days Off**

Overtime worked on a regularly scheduled day off shall be paid at a rate of double time except in the case of Court Witness where Article 15:13 shall apply.

## **Statutory Holiday**

Statutory holidays shall be handled in accordance with article 16.03 for all hours worked on that shift.

## **Christmas and New Years Leave**

In constructing shifts the parties shall endeavour wherever possible to give employees New Years Day off where the employee has worked Christmas Day bearing in mind the operational needs of the City and the nature of shift construction.

In constructing shifts the parties shall endeavour wherever possible to give employees Christmas Day off where the employee is scheduled to work New Years Day bearing in mind the operational needs of the City and the nature of shift construction.

The Employer will endeavour not to schedule an employee two consecutive Christmas Days or New Years Days provided it does not result in any extra cost to the City.

## **MOU # 10**

### **Standby**

Any employee required to be immediately available for work on call outside his/her normal working hours on any regular working day shall be paid three (3) hours pay at the regular rate of pay for such period on call. Any employee required to be immediately available for work on call from the end of his/her shift immediately prior to his/her first assigned rest day to the commencement of his/her next scheduled shift immediately following the rest day(s) shall be paid nine (9) hours pay at the regular rate of pay for such period on call. Where an employee's days off exceed two days in duration this standby premium shall be increased on a pro rata basis. An employee who is required to be immediately available for work on call on a paid Statutory Holiday listed herein shall be paid four (4) hours at the regular rate of pay for such period on call. Such payments shall be in addition to any overtime payment for work actually performed during overtime hours.

All employees will be given a minimum of 48 hours notice of the requirement to be on standby. The Employer shall provide where necessary, pagers or cell phones at no cost to the employee.



## **MOU # 11**

### **Bi-Weekly Pay**

The City will guarantee that during the life of this agreement, no reduction in payroll staff will occur as a result of bi-weekly pay by direct deposit.

## MOU # 12

### Part Time Employees

The provisions of this memorandum shall apply to the following part-time and **call-in** classifications:

Activity Assistant  
Citizen Service Representatives  
Facility Service Workers  
**Janitor**  
Parking Enforcement Officer  
**Tourism Information Counsellors**

and/or any other part-time and **call-in** classifications created during the life of this agreement. With the exception of aquatics staff who are covered by MOU # 6, the provisions of the collective agreement shall apply with the following modifications:

#### Article 11: Seniority

The provisions of Article 11 shall apply, except as follows.

**Call-in** employees are required to accept shifts when called. Employees on the **call-in** list shall be available to be reached at the following times:

Parking Enforcement Officers and Citizen Service Representatives  
(8:00 a.m. - 9:00 a.m. and 3:00 p.m. - 5:00 p.m.)

Facility Service Workers and Activity Assistant  
(7:00 am – **9:00 am** and 2:00 pm – 4:00 pm)

**Janitor**  
(**7:00 am – 9:00 am** and 2:00 pm – 4:00 pm)

**Tourism Information Counsellor**  
(**7 am – 8:30 am** daily. **As well, 2 pm – 3:30 pm on Fridays for purposes of scheduling shifts for the upcoming work week where advance notice of shifts can be given).**)

Should a **call-in** employee be called and be unavailable during the period specified above, s/he shall have the incident recorded as a refusal. An employee with more than four refusals within a six (6) month period shall be removed from the **call-in** list. A maximum of one refusal per day shall be recorded. **The above shall be used after all eligible have been called on at least one occasion.**

#### Article 12: Vacancies and New Jobs

The provisions of article 12 shall apply. Where a part time or **call-in** employee fills a temporary vacancy within their classification, the employee shall at the conclusion of the temporary assignment be permitted to bump another temporary position within that same classification.

If at any time, another temporary position in the same classification and division that provides more hours becomes available, the position shall be offered to active part time or **call-in** employees within the classification and division in order of seniority.

### **Article 13: Layoffs and Recalls**

The provisions of article 13 shall apply except that part time employees who do not wish to be recalled for any period of time shall advise the personnel manager in writing at the time of layoff. It is agreed between the parties that a reduction in the hours worked or not being scheduled for hours does not constitute a lay-off for the purpose of exercising bumping rights for employees covered under this MOU.

### **Article 14: Hours of Work**

The provisions of Article 14 shall not apply except as follows:

Available hours shall be distributed on an equitable basis among the available employees in each classification in accordance with established practice. The City shall make every reasonable effort to post the work schedule for each employee as far in advance as is reasonably possible.

A fifteen (15) minute paid rest period shall be granted each employee during each four hour period or major portion thereof.

Employees may be required to work during his/her regular meal period. If such is the case, the regular meal period will be rescheduled. An exception is made for the position of Citizen Service Representative who, when working alone, shall continue to be compensated as per the current arrangement.

Employees may exchange shifts with the prior approval of their immediate supervisor provided there is no additional cost to the City.

Employees must be granted twenty four (24) hours off in each week of employment.

Where a **call-in** or part-time employee reverts from a temporary full-time position to their permanent **call-in** or part-time position, s/he will have the option of having a twenty-four (24) or forty-eight (48) hour rest period prior to the commencement of the part-time or **call-in** position. No overtime shall be paid as a result of the transition chosen.

Upon request the Employer shall provide to the Union a listing of all **call-in** and part-time employees who have worked in the past twelve (12) months showing the hours worked by each employee. Such requests shall not be unreasonably made or denied.

On a day in each month on which the regular meeting of the union is scheduled to be held and subject to operational requirements, employees scheduled to work during such period shall be permitted time off with pay to attend such meeting. Subject to operational requirements, executive members of the local shall be released from their regular work, with pay, one (1) hour in advance of the meeting.

The Employer will not establish split shifts except for the classification of Activity Assistant where current practice with respect to scheduling of hours will continue.

### **Article 15 and 16: Overtime and Statutory Holidays**

Except as provided below, the provisions of Article 15 and 16 shall not apply.

Overtime shall be paid for any hours worked in excess of 40 hours in any one calendar week or in excess of 8 hours in any one day. The first 3 hours of overtime on any day shall be paid at time and one half and double time thereafter.

Employees shall be entitled to payment for all statutory holidays as defined in Article 16:01. For the purpose of this MOU only, the following statutory holidays will be observed on the actual day they fall: New Years Day, Memorial Day, Good Friday, Regatta Day, Remembrance Day and the afternoon of Christmas Eve, Christmas Day and the afternoon of New Year's Eve. All other statutory holidays will be observed on the date proclaimed by the City. Where an employee works on a statutory holiday he/she shall be paid for all actual hours worked at double the normal rate.

Temporary, Part-time and **Call-in** employees shall be entitled to holiday pay on a pro-rata basis based on the number of hours worked in the preceding 6 month period; payment to be made on the first pay cheque of April and October in each year. The six month periods shall be January 1 to June 30 and July 1 to December 31 commencing January 1, 2007.

The pro-ration formula to be used is as follows: (# of Hours Worked in a position covered by this MOU in a six month period divided by 1040) x (# of Paid Holidays) x (Regular Rate of Pay x 8 hours) = Holiday Pay.

In addition to the statutory holiday pay stated above, permanent part time employees who do not work the statutory holiday, will be paid for their full shift and any overpayment shall be recovered from the semi-annual payment noted above.

Where an employee is required to continue work one hour beyond the regular hours without a meal period, he or she shall receive a meal allowance of **(\$13.00) thirteen dollars.**

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

A part time employee, who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he had worked during his/her regular hours during such absence.

Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum and shall accordingly supply the Union with a weekly listing of all employees who work overtime. Upon request, the Union shall be provided with an explanation of the circumstances of the overtime.

Every fraction of an hour worked which shall exceed one-half (1/2) hour shall be regarded as a full hour worked.

Employees subpoenaed to appear in court on job-related matters on their scheduled days off shall be compensated for a minimum of three (3) hours work.

Instead of cash payment for overtime, an employee shall, at their own discretion, receive time off at the appropriate overtime rate. Such time off in lieu may only be accumulated to a maximum of 40 hours in the bank at any one time during a year. All hours in the bank at December 1st of each year will be paid out and the bank will-recommence at zero. **Call-in** employees may only take time off while in full time or part time positions, at the discretion of the supervisor.

Overtime hours for part time staff shall be distributed on an equitable basis among the available and willing employees in accordance with established practice.

The Union may request to meet and discuss any perceived inequities regarding cancellation of overtime.

#### **Article 17: Vacation (Annual)**

The provisions of Article 17 shall not apply. Employees shall not accrue annual leave but shall be paid a percentage in lieu in accordance with Article 17:07.

#### **Article 18: Sick Leave Provisions**

The provisions of Article 18 shall not apply. Part-time employees shall accrue sick leave in accordance with Article 18:02. **Call-in** employees shall be paid a premium of 5% of their basic salary on each pay check in lieu of sick leave and no other sick leave payment or provision shall apply.

#### **Article 19: Leave of Absence**

Article 19 shall apply to part-time employees but shall not apply to **call-in** employees. **Call-in** employees may request leave of absence without pay and such requests shall be considered by the Department Head in consultation with the Director of Human Resources and such leave shall not be unreasonably requested or denied.

19:04 (1) is modified so that part time employees shall be entitled to be paid for up to three (3) consecutive working days, whether core or additional hours, falling within the six (6) day period following the day of the death.

#### **Article 23: Joint Insurance and Benefit Committee**

**Employees are enrolled in the pension plan according to the rules of their particular plan.**

## **MOU # 13**

### **Discipline Morale and Productivity**

The Union and the Employer recognize that individually and collectively the City's employees, supervisors, managers and elected officials are responsible for providing quality service to the City's residents and taxpayers. The parties further recognize that the primary function of the discipline process is corrective in nature and that punitive measures should only be taken where efforts at corrective action have proven unsuccessful.

The parties shall, therefore, establish a committee consisting of three representatives of the Employer and three representatives of the Union to:

1. Review the City's current disciplinary procedures and policies,
2. Identify ways to improve the relationship between the City and its employees,
3. Identify issues affecting employee morale and means of addressing those issues,
4. To identify areas creating conflict in the workplace,
5. To develop a respectful workplace policy.

The committee shall make recommendations to the parties who shall meet in an attempt to agree on implementation within the life of the current agreement. The parties may elect to engage a facilitator to assist them in the process.

## **MOU # 14**

### **Affiliated City Entities**

Should the City be party to the creation of any new corporate entities or organizations to carry out regional services, the parties to this agreement agree to meet and discuss any potential impacts on the bargaining unit.

## **MOU # 15**

### **Apprenticeship Opportunities**

**The Employer and the Union recognize the merits of apprenticeship and the need to ensure that the City has sufficient skilled staff to fulfill its mandate.**

**At the City's discretion, and based upon the anticipated demand for employees, apprenticeship training shall be provided in appropriate classifications to enable employees to meet the qualifications of positions with the City of St. John's.**

**The Employer and CUPE Local 1289 agree to form a Joint Apprenticeship Committee comprised of Union representatives and Management representatives. The purpose of the Committee is to recommend guidelines for Apprenticeship program implementation with the City.**



## **MOU #16**

### **Summer Hours for Recreation Coordinators**

Commencing in February of 2007 and annually thereafter, the Employer and the Union shall meet to discuss whether or not to increase the weekly hours for some of the Recreation Coordinator positions for the summer period.

Hours shall either be maintained at their current level or increased to 40 hours weekly with a one half hour paid lunch break. In the event that the regular hours are increased during the summer period the incumbents shall remain in the positions and the positions shall not be posted.

MOU #17

Defined Benefit Pension Guarantee

1. **The City agrees to amend The Retirement Benefit Plan for the Employees of the City of St. John's (the "Plan"), PBA Registration No. 075248, ITA Registration No. 0582874 to provide as follows:**
  - (a) **Notwithstanding anything in the Plan to the contrary, and except as provided herein, all terms of the Plan in force at the time of the signing of the Collective Agreement, including those contained herein, shall remain in force and shall apply to all persons listed in Defined Benefit Members List ( DB member List). and their spouses and beneficiaries.**
  - (b) **For the purpose of this Article, the persons listed in Defined Benefit Members List ( DB member List). shall include those employees employed as of December 31, 2014 under the terms of the Collective Agreement including those persons:**
    - i. **Who are on layoff, sick leave, maternity leave, or any other form of approved leave of absence; call-in employees who are employed on December 31 ,2014 who, at any time, in the future become eligible to become members of the Pension Plan; and all current retirees or deferred members of the Pension Plan and their spouses and beneficiaries whether in receipt of a pension or not.**
    - ii. **Any individual who was inadvertently omitted due to a clerical error or oversight by the parties.**
    - iii. **If a member listed in Defined Benefit Members List ( DB member List). does not become vested in the Pension Plan and removes their interest in the Pension Plan, or a member and his/her spouse or beneficiary are both deceased, then the member name shall be removed from Defined Benefit Members List ( DB member List). and they shall have no further rights or interests in the provisions of this Pension Plan. Any vested member who resigns or is terminated and is subsequently rehired will be enrolled in the Defined Contribution pension plan. The enrollment of the rehired employee in the Defined Contribution plan will have no negative impact on any entitlement or benefit accrued under the defined benefit plan.**
  - (c) **Notwithstanding anything in the Plan to the contrary, and except as otherwise provided herein, the right to participate in the Plan, all terms and conditions thereof remaining unchanged, in force at the time of the signing of the Collective Agreement including all accrued rights and benefits earned through continued service in the Plan *up to and including the date of ratification of this Collective Agreement and in the future* shall be guaranteed for and vested in law for all those members listed in Defined Benefit Members List ( DB member List). and their spouses and beneficiaries for their lifetimes.**

- (d) The City and employees will share the current service cost of benefits accruing under the Plan on a 50-50 basis. However, and notwithstanding the foregoing, employee contributions shall not exceed a total of 9% of each individual employee's pensionable earnings. Any current service cost attributable to employees under the 50-50 cost sharing that is in excess of 9% of each individual employee's pensionable earnings shall be the responsibility of and shall be paid by the City.
- (e) The City shall have an actuarial valuation performed and filed under the *Pension Benefits Act* as required by law and shall provide a copy of the actuarial report to Local 569 and Local 1289 and NAPE 7808 within thirty (30) days of the approval of the actuarial valuation whether or not the actuarial valuation has been submitted to the Superintendent of Pensions.
- (f) All special payments in respect of a going concern unfunded liability or solvency deficiency shall be paid by the City. Notwithstanding the minimum requirements of the *Pension Benefits Act*, any special payment as a result of a going concern unfunded liability or solvency deficiency identified in an actuarial valuation report shall be fully paid by the City when due. Where the City is provided with a legislative exemption from any portion of special payments the City shall be entitled to avail of such exemption provided there is no increase to the current service cost of the plan.
- (g) Notwithstanding Section 14.01 of the Plan or any other provision of the Plan to the contrary, the terms of the Plan in force at the time of the signing of the Collective Agreement, including those contained herein, shall not be subject to modification or amendment which detracts or diminishes in any manner any of the rights, privileges, interests, or benefits of Members listed in Defined Benefit Members List ( DB member List). and their spouses and beneficiaries until such time as all Members listed in Defined Benefit Members List ( DB member List). and their spouses and beneficiaries have received all of their benefits and entitlements under the Plan, except with the unanimous, written consent of all Members listed in Defined Benefit Members List ( DB member List). and their spouses and beneficiaries. Amendments which do not detract from the rights, privileges, interests, and benefits of Members listed in Defined Benefit Members List ( DB member List). shall be permitted. Local 569 and Local 1289 and NAPE 7808 shall receive a copy of any planned amendment thirty (30) days prior to the approval of any amendment by the City of St. John's and prior to the filing of such amendment with the Superintendent of Pensions. A dispute whether any proposed change in the Pension Plan detracts or does not detract from the rights, privileges, interests, or benefits of any Members shall be subject to the "dispute resolution mechanism" as identified in paragraph 4 (four). No amendment shall be filed with a Superintendent of Pensions if either Local 569 or Local 1289 or NAPE 7808 give notice to the City of their intent to invoke the "dispute resolution mechanism" as identified in paragraph 4 (four) Only after the results of the dispute resolution mechanism are determined shall any amendment be filed subject to the terms of the dispute resolution.

- (h) Notwithstanding Section 14.03 of the Plan or any other provision of the Plan or the *Pension Benefits Act* to the contrary, in the event the Plan is wound up, in whole or in part, by action of some person other than the City, including the Superintendent of Pensions, the City shall pay into the Plan Fund such amount as is required to fully fund all of the benefits provided under the Plan to all affected Members listed in Defined Benefit Members List ( DB member List). and their spouses and beneficiaries as if the Plan continued to operate until the death of the last Member in Defined Benefit Members List ( DB member List). or their spouse or beneficiary. In the event the Plan is wound up, in whole or in part, benefits shall not be reduced.
- (i) This amendment to the Plan shall be effective as of the date of signing the Collective Agreement.
2. The City agrees that it will not wind up or terminate the Plan, in whole or in part until all individuals listed in Appendix A and their spouses and beneficiaries have received their full benefits and entitlements under the plan as defined therein. Notwithstanding the foregoing, the City does have the right to wind up or terminate the plan after all the members listed in Defined Benefit Members List ( DB member List). have retired provided that the City finds an alternate funding method to guarantee the benefits under this MOU. Any alternate funding plan shall be reviewed by the actuary for both Unions and if the actuary of both Unions certifies that there is no negative impact on the proposed change by the City on the members in Defined Benefit Members List ( DB member List). and their spouses and beneficiaries then the City may make the changes proposed.
3. Prior to the above amendment to The Retirement Benefit Plan for the Employees of the City of St. John's being submitted for registration under the *Income Tax Act* and the *Pension Benefits Act*, it shall be subject to the approval of the Union for compliance with this Article.
4. The City agrees to file the amendment under both the *Pension Benefits Act* and the *Income Tax Act* for approval and registration within 30 days of the Collective Agreement being ratified by the parties. In the event that any action by the Superintendent of Pensions or CRA or future legislation should negatively impact this agreement, the parties shall immediately meet to discuss the impact of any decision by the foregoing. In the event that the parties are unable to resolve any difference which has arisen as a result of the foregoing, the actuary of the Plan and the actuary for both Unions shall meet and mutually agree on whatever changes are required to the Plan text to accommodate the action of the Superintendent of Pensions, CRA or legislation and at the same time maintaining the expressed intent of the parties to a *guaranteed vested* lifelong benefit for all members in Defined Benefit Members List ( DB member List). and their spouses and beneficiaries. In the event that the actuaries are unable to agree the "dispute resolution mechanism" shall be as follows: The parties shall mutually appoint a third actuary whose fees shall be cost shared by the parties. The decision of the third actuary or the two actuaries together shall be final and binding and not subject to judicial review by either party.

**MOU # 18**

**Defined Contribution Pension Plan**

**Employees hired on or after January 1, 2015 will be enrolled in a Defined Contribution Pension Plan, which will operate in accordance with the following parameters. Participation is mandatory.**

**1.A 50/50 matching plan**

**Member Contributions**

**Employees will contribute to the DC provisions as follows:**

- 6% of earnings for the first three (3) years of cumulative service, increasing to 7% of earnings thereafter.**

**\* For the purpose of the above, cumulative service is defined as 3 years of cumulative full time equivalent service as recognized by the applicable collective agreement.**

**City Contributions**

**The City shall match the required Member contributions as described above. The City agrees that the rates of 6% and 7% identified above will be the minimum percentages for the life of the DC plan.**

**2.Voluntary Contributions**

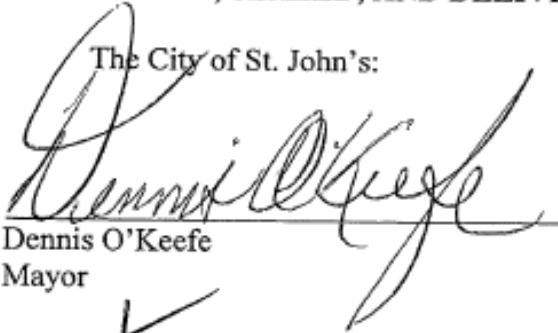
**Employees have the option to make additional voluntary contributions under the DC Plan, subject to the maximum annual contribution amount as outlined by applicable legislation. These additional voluntary contributions will not be matched by the City.**

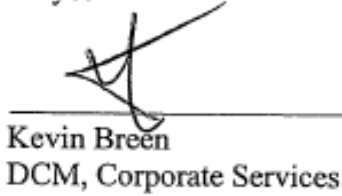
**Two representatives of each Union local will work with the City to set up and maintain the plan.**

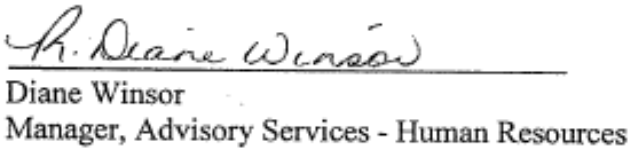
IN WITNESS WHEREOF the parties hereto have hereunto their hands and seals subscribed and set on the day and year first before written.

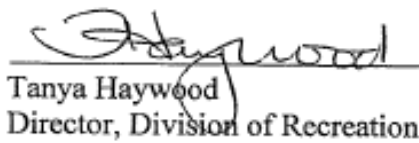
**SIGNED, SEALED, AND DELIVERED FOR**

The City of St. John's:

  
Dennis O'Keefe  
Mayor

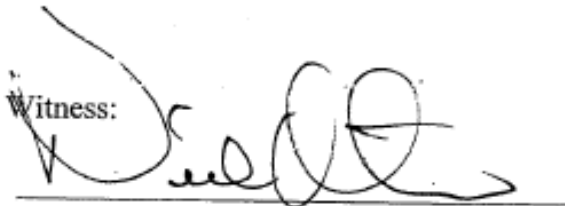
  
Kevin Breen  
DCM, Corporate Services

  
Diane Winsor  
Manager, Advisory Services - Human Resources

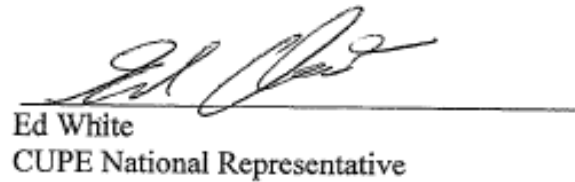
  
Tanya Haywood  
Director, Division of Recreation

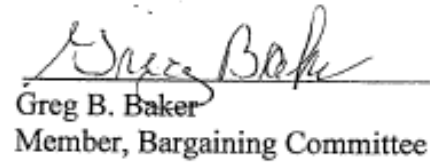
  
Derek Coffey  
DCM, Financial Services (Acting)

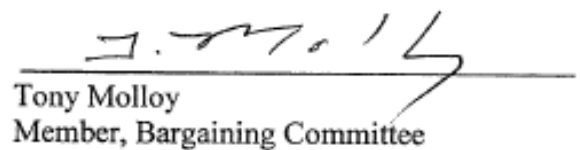
  
Bonnie Perry  
HR Advisor

Witness: 

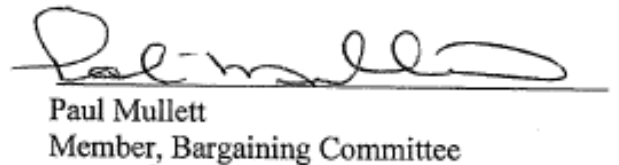
Canadian Union of Public Employees  
Local 1289:

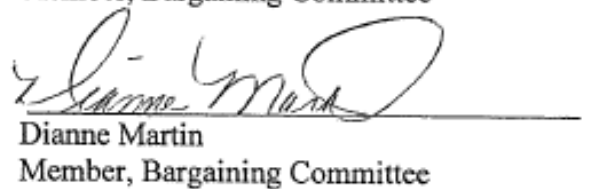
  
Ed White  
CUPE National Representative

  
Greg B. Baker  
Member, Bargaining Committee

  
Tony Molloy  
Member, Bargaining Committee

  
Marie Taylor  
Member, Bargaining Committee

  
Paul Mullett  
Member, Bargaining Committee

  
Dianne Martin  
Member, Bargaining Committee

Date: Sep 17, 2015