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COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE CITY OF NORTH BAY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 122**

(Inside and Outside Employees)

January 1, 2020 to December 31, 2024

2020-2024 AGREEMENT
between
THE CORPORATION OF THE CITY OF NORTH BAY
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 122

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THIS AGREEMENT MADE THIS 27TH DAY OF OCTOBER 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH BAY
- hereinafter called the "Corporation"

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 122
- hereinafter called the "Union"

OF THE SECOND PART

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and Local 122, to encourage efficiency in operations, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION AND SCOPE

2.01(i) The Corporation recognizes the Canadian Union of Public Employees and its Local 122 as the sole and exclusive collective bargaining agent for all its employees save and except Human Resources Assistant, Assistant City Solicitor/City Prosecutor, By-law Enforcement Supervisor, By-Law Enforcement Coordinator, Infrastructure Engineer, Chief Administration Officer, Chief Building Official, Chief Financial Officer, Chief Plan Examiner, City Clerk, Community Event Facilitator, Community Development Facilitator, Computer Technician(s), Financial Reports Coordinator(s), Waste Management Coordinator & Environmental Control Officer, Manager-Sports & Events, Database Specialist Jr./Site Specific, Database Specialist Jr., Database Specialist(s) Sr., Deputy Fire Chief(s), Senior Project Manager, Policy & Business Development Planner, Manager – Arts, Culture, Recreation & Leisure Services, Director of Human Resources, Director- Information Systems, Senior Capital Program Engineer, Economic Development Officer, Business Development Officer(s), Executive Assistant- Mayor and CAO, Fire Chief, G.I.S. Specialist, G.I.S. Coordinator, Pension & Benefits Coordinator, Human Resources Advisor, Human Resources Officer(s), Law Clerk, Legal Secretary, Director Financial Services/Deputy Treasurer, Manager- Corporate Facilities, Manager- Financial Services, Manager-Current Operations, Manager-Economic Development, Manager – Asset Management Planning, Risk Management Advisor, Manager-Parks, Manager-Planning and Building Services, Manager-Purchasing, Manager- Revenues & Taxation, Manager-Roads & Traffic, Senior Environmental & Facilities Engineer, Manager-Transit, Transit Analyst Planner, Director Community Development & Growth, City Engineer, Network Specialist(s) Sr., Landfill Operations Coordinator, Operations Supervisor-Water Wastewater Facilities, Fleet Coordinator, Sr. Planner, Operations Manager-Water & Wastewater Services, Operations Supervisor(s) Water & Wastewater, Supervisor(s)-Arenas, Chief Draftsperson,

Supervisor-Fleet, Supervisor- Linear Operations, Manager - Fleet, Supervisor(s)-Parks, Supervisor- Revenue & Taxation, Supervisor(s)-Roads, Supervisor-Roads & Traffic, Supervisor(s)-Transit, Special Project Development Planner, Zoning Administrator, Customer Service Supervisor, Deputy City Clerk, Manager POA, Supervisor-Facilities & Parking, Operations Manager Water/Wastewater Facilities, Director Public Works & Parks, Administrative Supervisor – Public Works, City Solicitor, Jr. Assessment Real Estate Specialist, Jr. Business Development Officer, Communication Officer, Engineer-In-Training, Facilities Coordinator, Plan Examiner, Fire Department Personnel (except Administrative Assistant(s), Driver or Owner of Hired Trucks, Recreation Program Staff, Crossing Guard, Security Guard, Day Student Employee, Part- time Arena Employee (normally employed less than 24 hours weekly), Students Hired During School Vacation Periods, Outdoor Rink Attendants, Persons Hired Under Government Subsidized Programs.

- (ii) “DAY STUDENT EMPLOYEE” shall mean a full-time day student in a recognized school under the Ontario Department of Education who is used in a job-training program established by their school and employed without wages during the normal school year. Their term of employment shall not exceed one hundred and sixty (160) hours during any calendar year, or any other term of employment mutually agreed to by the parties. It is agreed that their employment shall not be construed to cause discharge of any member of the staff.
- (iii) “PROBATIONARY EMPLOYEE” shall mean a newly-hired employee who will not be placed on a seniority list until they have completed three (3) months employment with the Corporation, during which period the Corporation may assess whether the employee is suitable to be retained as an employee. Upon completion of the probationary period their seniority will be computed from the last date of hiring. A probationary employee’s employment may be terminated by the Corporation without recourse to the Grievance Procedure. Periods of absence in excess of ten (10) working days shall not be included in the three (3) month probationary period and the probationary period shall be extended in consideration of such time lost. The three (3) month probation period may be extended by agreement of the parties concerned.

The probationary period for part-time employees will be sixty (60) working days.

- 2.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimentation or in emergencies when regular employees are not available.
- 2.03 No person covered by this Agreement shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

ARTICLE 3 – CORRESPONDENCE

- 3.01 All correspondence between the parties arising from this Agreement or incidental thereto shall pass, except as provided for elsewhere in this Agreement, to and from the Director of Human Resources and the Secretary of

Local 122, the President and/or the designate. The President and/or the designate shall receive a copy of all correspondence through interdepartmental mail.

E-mail correspondence between the Corporation and Local 122 is acceptable so long as the individual sending the correspondence sets up an automatic acknowledgement as provided for under the e-mail software program.

Where possible and practicable, the Employer shall fulfill requests for information pertaining to bargaining unit employees within thirty (30) days of a written request from Local 122 President or Chief Steward provided that such information is relevant to the administration of the collective agreement, does not violate confidentiality, and is not obtainable by Local 122 through its own resources. Denials of such requests shall not be subject to the grievance process.

- 3.02 Local 122 shall be notified of all appointments, hirings, lay-offs, recalls and termination of employment involving employees in the bargaining unit.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Corporation retains the right to manage all services and to direct the work of employees, including the right to hire, promote, transfer and lay off employees subject to the provisions of the Agreement, and to discipline, suspend, discharge and demote employees for just cause.
- 4.02 The Corporation has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent or contrary to the terms of this Agreement. No change to the rules and regulations shall be made by the Corporation without prior written notice to Local 122, and such changes shall be posted on all the Corporation's bulletin boards.
- 4.03 The Corporation agrees that the functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Corporation has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and Local 122 jointly affirm that every employee shall be entitled to a respectful workplace.

In accordance with the Ontario Human Rights Code and the Occupational Health and Safety Act, the Corporation and Local 122 agree that there shall be no discrimination, interference, restriction, coercion or intimidation exercised or practiced with respect to any employee.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 It is agreed by the parties hereto that the employer shall deduct Union dues on

all regular pensionable contributory earnings of each new employee within the bargaining unit, from date of hire. The Corporation shall provide Local 122 with a monthly statement of the regular earnings paid to employees of the bargaining unit from whom dues have been deducted.

- 6.02 The Corporation agrees to deduct the dues from the earnings of each employee in the amounts certified by Local 122 to be currently in effect according to its constitution and by-laws.
- 6.03 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of Local 122 not later than the fifteenth (15th) day of the month following, accompanied by a duplicate list of the names of all employees from whose wages the deductions have been made.
- 6.04 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, Local 122 agrees to indemnify and save harmless the Corporation against any claim for liability arising out of or resulting from the operations of this section.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 (i) The Corporation will recognize nine (9) stewards and a Chief Steward who shall be employed in the bargaining unit. The number and distribution of stewards may be altered by agreement from time to time, as conditions change.
- (ii) A Grievance Committee of three (3) employees shall be appointed by Local 122, of whom one (1) shall be President of the Local or his representative, a second shall be the Chief Steward and a third shall be the Steward concerned with the grievance.
- (iii) A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Corporation as appointees of the Corporation and not more than six (6) members of Local 122 as appointees of Local 122. Local 122 will advise the Corporation of Local 122's nominees and any changes thereto.
- 7.02 Representatives of Local 122 shall not suffer any loss of pay or benefits for time involved in the negotiations with the Corporation during the employee's regular working hours.
- 7.03 The stewards and members of the Committee shall be employees of the Corporation. Local 122 shall advise the Corporation of the names of its officers, the stewards and members of its Grievance and Bargaining Committees and any changes thereto.
- 7.04 Meetings between the Corporation and Union Committees shall be held at times mutually agreeable to both parties. However, such meetings must be held not later than thirty (30) calendar days after the request has been given.

- 7.05 Any employee elected or appointed to represent Local 122 in dealings with the Corporation shall be granted leave of absence without loss of normal pay sufficient to attend to the business for which the leave is requested, provided such leave does not seriously interfere with the efficiency of operation of the Department.
- 7.06 It is understood that a Steward has their regular work to perform on behalf of the Corporation and that they will not leave their work without first obtaining permission from their immediate supervisor exempt from the scope of the bargaining unit. Such permission shall not be unreasonably withheld.
- 7.07 Local 122 shall have the right at any time to have any assistance when dealing or negotiating with the Corporation and the Corporation shall have the right to have any assistance when dealing or negotiating with Local 122.

Excluding Arbitration, each party shall give a minimum of three (3) working days' notice to the other in the event that assistance will be used, and it is intended that such assistance is for the purpose of ensuring compliance with the terms of the Collective Agreement.

ARTICLE 8 – SENIORITY

- 8.01 In all cases of promotions, demotions, transfer and recalls, seniority shall be the governing factor provided the senior employee is qualified and competent to do the work.
- (a) The Corporation shall prepare annually in January of each year a list of all employees covered by this Agreement. Such list shall include: the name, classification, and seniority date of the employees in the bargaining unit as at December 31, 1981, based on the length of service with the Corporation. Effective January 1, 1982, all employees entering the bargaining unit shall be placed on such list and their seniority shall be based on the length of service in the bargaining unit. A copy of this seniority list shall be provided to the Local 122 President and Recording Secretary in January of each year and copies posted on the Corporation bulletin boards.
- (b) Protests with regard to the above-mentioned list shall be submitted, in writing, to the Director of Human Resources within thirty (30) calendar days of the date the list is posted on the Corporation's bulletin boards. When proof of error is presented by the employee or his representative, such error will be corrected and when so corrected the agreed upon correction date shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes to the seniority standing shall be made.

The Local 122 President and Recording Secretary shall be notified immediately in writing of any protest concerning the posted seniority list. When an employee is absent from work for the entire thirty (30) calendar day period mentioned above, they may protest their seniority standing within the first thirty (30) calendar days following their return to work.

- (c) When addressing seniority issues, all ties shall be broken by lot in the presence of the President of the Bargaining Unit or designate and, if so desired, the affected employees. Tie-breaking meetings will be held at a time and place mutually agreed by all parties. The names of affected employees will be placed in a hat, and the Director of Human Resources or designate will draw the names. The first name drawn is to be the most senior, and so on, until the names of all affected employees have been drawn.

- 8.02 (a) (i) An employee who accepts a permanent position outside the bargaining unit shall be required to pay union dues beyond the date of transfer. Such employee shall retain their seniority acquired to the date of leaving the unit including a probationary period of six (6) months and they shall not accumulate any further seniority beyond this period of six (6) months.

Upon expiration of the six (6) months probationary period, the employee shall lose all bargaining unit seniority rights.

The Employer shall notify the employee and Local 122, in writing, a minimum of thirty (30) days before the expiration of the six (6) month probationary period to ensure that the employee is fully aware of the terms of this clause.

During the aforementioned six (6) month period, if the employee's performance is judged unsatisfactory by the Corporation or if the employee chooses to return to the bargaining unit during the aforementioned six (6) month period, they shall have the right to revert to their former department, classification and rate, as shall any other employee who was promoted or transferred by reason of such placement.

- (ii) If an employee accepts a temporary position or relieves in a position outside the bargaining unit for a period of twelve (12) months the employee shall continue to pay union dues and they shall retain their seniority acquired to the date of leaving the unit including the above mentioned twelve (12) month period and they will not accumulate any further seniority beyond this period of twelve (12) months. If the employee returns to the bargaining unit within twenty-eight (28) months of leaving they have the right, with revised seniority, to revert to their former department, classification and rate. Any other employee who was promoted or transferred by reason of such placement shall also have the right to revert to their former department, classification and rate. However, such return shall not result in a lay-off or bumping of any employee holding greater seniority. At the expiration of the twenty-eight (28) month period of temporary relief, the employee shall lose all seniority rights. The Employer shall notify the employee and Local 122, in writing, a minimum of thirty (30) days before the expiration of the twenty-eight (28) month period in order to ensure that the employee is fully aware of the terms of this clause.

- (iii) The Employer shall notify the Local 122 President and Recording

Secretary, in writing, of all appointments with respect to 8.03 (a) (i) and 8.03 (a) (ii).

- (b) No employee shall be transferred to a position outside the bargaining unit without their consent.

8.03 Except as provided in Clauses 19.02, and 23.02 an employee absent from work because of illness, accident, lay-off or leave of absence approved by the Corporation shall not lose seniority rights. They shall only lose seniority in the event:

- 1) They are discharged for just cause and is not reinstated;
- 2) They resign;
- 3) They are on lay-off and fail to return to work from a lay-off within fourteen (14) calendar days after notification by registered mail at their last known address on the Corporation's records. It shall be the responsibility of the employee to keep the Corporation informed of their current address;
- 4) They are laid off for a continuous period exceeding twenty-four (24) months calculated from the date of lay-off;
- 5) They fail to return to work on the first regular work day following the expiration of a leave of absence without providing a valid reason for his failure to do so;
- 6) They are absent from work more than three (3) consecutive work days without notifying their immediate Department Head, or fails to provide a valid reason for their failure to do so.

8.04 An employee whose service with the Corporation is interrupted to serve with the Canadian Armed Forces during a time of hostility shall be considered to be on leave of absence without pay. Seniority earned to the commencement of the leave of absence shall be retained and the employee shall continue to accumulate seniority during this term of service with the Forces, provided such seniority rights are asserted within ninety (90) days of their discharge.

ARTICLE 9 – LAY-OFFS AND RECALLS

- 9.01 (a) Lay-off and Recall Procedure: Both parties recognize that job security for employees shall be increased in proportion to length of service. Therefore, in the event of a lay-off, employees in each classification shall be laid off in the reverse order of their seniority. An employee designated to be laid off shall have recourse to the bumping procedure, provided that they are capable of performing the work in the classification into which they are bumping.
- (b) Employees designated to be laid off shall displace the junior person within a classification for which the employee is qualified and competent.
 - (c) For the purpose of this article, it is further understood that:

A permanent full-time employee will first bump:

1. In a permanent full-time position, if no position is available then,
2. In a permanent part-time position with the same hours, if no position is available, then,
3. In a temporary position if no permanent position is available.

It is further understood that a part-time employee may bump into full-time status.

- (d) Unless otherwise provided, an employee, who has completed their probationary period may exercise seniority onto a temporary position or temporary vacancy so long as such vacancy is expected to be in existence for at least (30) working days from the date of layoff.

9.02 Employees shall be recalled in the order of their seniority, provided the employee being recalled is qualified to perform the work available.

9.03 No new employees shall be hired until those laid off have been given an opportunity of recall, provided the employee being recalled is qualified to perform the work available.

9.04 Unless legislation is more favourable to an employee, the Corporation shall provide an employee about to be laid off with at least ten (10) working days' notice prior to the effective date of lay-off. If the employee has not had the opportunity to work this period of notice of lay-off, they shall be paid in lieu of work for that part of the notice during which work was not made available to them.

9.05 In order that the operations of Local 122 will not become disorganized when lay-offs are made, the President, Vice-President, Recording Secretary, Secretary/Treasurer, Health and Safety Representative, and the Chief Steward shall be the last persons laid off in their respective classifications during their terms of office.

9.06 The parties agree that there shall be no lay-off of any permanent full-time employee on the payroll who has attained five (5) years of full-time employment except in the case of a Force Majeure.

ARTICLE 10 – JOB POSTING

10.01 New positions and vacancies which the Corporation intends to fill shall be posted on the online Employee Gateway and the bulletin boards for a period of seven (7) working days excluding any statutory holidays. With the approval of the President of CUPE Local 122, which shall not be unreasonably withheld, the new position or vacancy may also be advertised externally during the period of the internal bulletin. The Employer agrees that no external applicant will be considered for the positions until all internal applicants are first considered as outlined in 8.01.

10.02 (a) Employees newly appointed to positions that require the Corporation to provide legislated training or upgrades, or any other position mutually

agreed upon by both parties, will be required to remain in such positions for a period of twelve (12) months, unless otherwise mutually agreed.

(Note: It is understood that this clause does not apply to employees occupying such positions prior to the ratification of the Collective Agreement).

(b) The positions affected by this include:

- Sewer & Water Operator in Training (OIT) and above
- Water/Wastewater Operator in Training (OIT) and above
- Industrial Millwright
- SCADA Technician
- Building Inspectors / Property Standards
- Fleet Licenced Mechanics
- Signal Technician
- Landfill Operator
- Junior Plan Examiner
- Other positions mutually agreed upon

(c) Employees hired into the Transit Department will be ineligible for bidding to any outside posted position for a period of twelve (12) months from their date of hire.

10.03 If no suitable candidate applies to a job posting, the job may be filled by the Corporation from among other employees or by new hiring.

10.04 The postings shall show the classification vacant, the days of work, and the hours of work, and the minimum requirements of the job and the wages to be paid. Where the vacancy is of a temporary nature, the job posting shall show the anticipated duration of the vacancy.

Temporary positions shall be a position established or a vacancy in a permanent position, which the Corporation intends to fill. Should the temporary position be filled through an internal bulletin, the temporary position shall be in place for a period of twelve (12) months or less following which the position will either be posted as permanent or discontinued. In the event the position is posted permanent, should the permanent employee originally assigned to the position return; such employee shall have their right to revert to their former department, classification and rate, as shall any other employee who was promoted or transferred by reason of such placement.

The temporary period may be extended beyond twelve (12) months on mutual agreement between the parties. Agreement to an extension of this period will not be unreasonably withheld. In the event an extension is granted, the employee will be subject to all provisions of the collective agreement.

10.05 (a) An employee who wishes to apply for any posted vacancy or new position shall make application, in writing, on forms supplied by the Corporation or via the online job application system on the Employee Gateway for this purpose during the period of seven (7) working days mentioned in 10.01 and shall set out his education, skills and qualifications in the submitted application. Applicants who do not include specific information

pertaining to the requirements of the position will not be considered, unless the omission is of a minor nature and is justifiable.

(Note: The Corporation agrees to include wording on the job posting advising that applicants not providing detailed information will not be considered).

(b) Upon filling the posted position, the Corporation shall post on a quarterly basis, the name of the successful applicant.

10.06 Employees successful on bidding to a temporary position or temporary vacancy will not be eligible to apply for another temporary position or temporary vacancy until the completion of their current temporary position or temporary vacancy. For temporary positions or temporary vacancies where the start and end dates are known and the end date of the currently held temporary position or temporary vacancy does not overlap with the start date of the posted temporary position or temporary vacancy, an employee may apply to the temporary position or temporary vacancy.

On completion of a temporary position, the employee will revert to their previous permanent position, as shall any other employee who was promoted or transferred by reason of such placement.

In the event an employee does not have a permanent position, such employee will be placed on the part-time list.

10.07 The Corporation shall not be prevented from temporarily filling any position during the initial and subsequent posting periods.

10.08 In the Article, vacancies shall mean those vacancies anticipated to extend beyond thirty (30) working days.

10.09 An employee accepted for a posted position shall be placed in the position for a trial period of thirty (30) working days maximum. If their performance is judged unsatisfactory by the Corporation during this period, they shall be reverted to their former classification, department and rate, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. During the trial period, the employee shall be provided a reasonable opportunity to familiarize himself/herself with the job.

10.10 An employee reserves the right to revert to their previous job classification, department and rate within the thirty (30) working day trial period. If such employee elects to revert to their previous position, the employee will be ineligible to bid on a posted position for a period of thirty (30) working days.

10.11 If an employee is successful in bidding to a position within a trial period, or if an employee returns to a previous position under the trial period provisions, the employer may fill the position by selecting from among other qualified applicants who applied to the original posting. In the event this occurs on two (2) occasions involving the same position, the Corporation will repost the position following the second occurrence.

10.12 The thirty (30) working days trial period may be extended by agreement of the

parties concerned.

10.13 Probationary employees may submit applications to posted positions. In the event a probationary employee is successful on bidding to a posted position; a new probationary period will be applied.

10.14 In instances when a regular full-time employee is not available or is not expected to be available for a period in excess of thirty (30) working days and the Corporation intends to fill such vacancy, it shall be posted in accordance with the provisions of clause 10.01 of this agreement.

If the successful applicant holds a part-time classification in the bargaining unit, and if the position applied for is anticipated to be available for a period of less than three (3) consecutive months, the employee shall retain their part-time classification during the period of temporary full-time employment, and they shall continue to receive payment in lieu of benefits as set out in clause 26.01 (a) Appendix "B" to this Agreement.

If the successful applicant holds a part-time classification in the bargaining unit, and if the position applied for is anticipated to be available for a period in excess of three (3) consecutive months, the employee shall be considered to be a full-time employee for the period of the relief assignment. As such, they shall be eligible to participate in the employee group benefit plans set out in Article 26 to this Agreement on the same basis as a regular full-time employee, for so long as they hold the temporary position. Upon completion of the temporary position or temporary vacancy, the employee shall revert to part-time status. The employee's participation in the benefit plans shall be terminated at the time they revert to part-time status and, thereafter, they shall be eligible to receive payment in lieu of benefits as set out in Clause 26.01 (b) of Appendix "B" to this agreement.

If no suitable candidate applies, the Corporation may fill the vacancy from among other employees or by a new hiring. If the vacancy is filled by a new hire, the following provisions shall apply:

- (i) If the vacancy is for an anticipated period of less than three (3) consecutive months, the individual hired shall be classified as part-time and they shall be eligible to receive payment in lieu of benefits as set out in clause 26.01 (a) of Appendix "B" to this Agreement.
- (ii) If the vacancy is for a period in excess of three (3) consecutive months, the individual hired shall be considered a full-time employee for the period of the relief assignment. As such, they shall be eligible to participate in the employee group benefit plans on the same basis as a regular full-time employee. Upon completion of the temporary position, the employee's status shall be changed to part-time in the same classification held as a temporary full-time employee. The employee's participation in the group benefit plans shall be terminated upon their being converted to part-time and, thereafter, they shall be eligible to receive payment in lieu of benefits as set out in clause 26.01 (b) of Appendix "B" to this Agreement.

10.15 On written request, the employer will explain to the senior unsuccessful

applicant to a bulletined position, the reason(s) they were not selected for the posted position.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 It is agreed that all grievances shall be taken up as promptly as possible after the matter of occurrence giving rise to such grievances. At each stage, a copy of the grievance and the grievance response shall be forwarded to the Director of Human Resources. Further, it is agreed that no employee or group of employees shall be permitted to take a grievance to Council or any member of Council.
- 11.02 STAGE 1: The employee concerned, together with their steward, shall take up any grievance with their immediate supervisor within ten (10) working days of the event upon which the grievance is based. The supervisor will give their decision within five (5) working days.
- STAGE 2: If not settled at Stage 1, the grievance may, within five (5) working days, be submitted by the Grievance Committee, together with the employee concerned, to the Senior Manager of the Business Unit or their designated representative, who shall reply within five (5) working days.
- STAGE 3: If not then settled, the Grievance Committee, accompanied by the employee, shall within ten (10) working days take the matter up with the Chief Administrative Officer and the Director of Human Resources at which time a written statement of the grievance and the decisions in the preceding stages of the procedure shall be tabled. Failing settlement within twenty (20) working days from the stage 3 grievance meeting, the matter may be referred to Arbitration.
- 11.03 In the event of a group of employees (three (3) or more) having similar alleged grievances; they shall be taken up by the Grievance Committee starting at Stage 2.
- 11.04 Any difference arising directly between Local 122 and the Corporation concerning the interpretation or violation of the terms of provisions of this Agreement may be submitted by either party to the other at Stage 2.
- 11.05 In determining the time within which any step is to be taken under the foregoing provisions of this Article: Saturdays, Sundays and paid holidays shall be excluded. Any and all time limits fixed by this Article may at any time be extended by agreement in writing between the Corporation and Local 122.
- 11.06 At any stage of the Grievance Procedure, including Arbitration, conferring parties may have the assistance of the employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view disputed operations and to confer with the necessary witnesses.
- 11.07 When a grievance which affects an employee's rate of pay is settled in their favour, it shall be made retroactive to the time the incident occurred.

- 11.08 All grievance submissions and replies shall be in writing at all stages.
- 11.09 The Corporation shall supply the necessary facilities for the grievance meetings.

ARTICLE 12 – ARBITRATION

- 12.01 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing within ten (10) working days following the Chief Administrative Officer's reply at Stage 3 indicating the name(s) of three proposed arbitrators. Within fifteen (15) working days thereafter, the parties shall agree upon a single arbitrator to hear the matter.
- 12.02 If the recipient of the Notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman/woman within seven (7) days of the appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 12.03 The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and render a decision within forty-five (45) days following completion of the hearing.
- 12.04 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 and binding and enforceable on all parties, but in no event shall a Board of Arbitration 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 discharge or a discipline grievance by any arrangement which it deems just and equitable.
- 12.05 Each party shall pay:
- (a) The fees and expenses of the Arbitrator it appoints;
 - (b) One-half of the fees and expenses of the Chairman.
- 12.06 The time limits fixed in the Arbitration procedure may be extended by consent of the parties.
- 12.07 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 13 – DISCIPLINE/SUSPENSION/DISCHARGE CASES

- 13.01 No employee shall be discharged, suspended or disciplined without just cause. Such employee and Local 122 shall be advised promptly in writing by the Corporation of the reason for such action.

13.02 Should it be found, upon investigation, that an employee has been unjustly discharged, suspended, or disciplined, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge, suspension or discipline, 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.

13.03 In instances when an employee has been issued a written warning by the corporation and no further disciplinary action is required during the following twenty-four (24) month period, such written warning shall be stricken from the employee's record and will not be used by the Corporation when considering any future disciplinary action.

When an employee is suspended from work for disciplinary reasons such discipline will remain on file for a period of 60 months provided there is no further disciplinary action.

ARTICLE 14 – HOURS OF WORK

14.01 (a) The hours of work for all employees covered by this Agreement shall be as set out in the following schedule:

EMPLOYEES	HOURS	DAYS
All employees (except as hereinafter provided)	8 hours per day between 0730 hrs. and 1600 hrs. with one-half hour for lunch	5 days per week, Monday to Friday, inclusive
Salaried employees (excluding Public Works and Parks & Recreation salaried personnel at LeePark, Engineering)	7 hours per day between 0830 hrs. and 1630 hrs. with one hour off for lunch	5 days per week, Monday to Friday, inclusive
	Effective January 1, 2022, salaried employees working 7 hours per day will move to 7.5 hours per day between 0830 hrs. and 1630 hrs. with one-half hour for lunch	

Engineering Techs	8 hours per day 0800 hrs. -1630 hrs. with one-half hour for lunch	Monday to Friday, inclusive
Field Techs 1 & 2	0730 hrs. – 1600 hrs. with one-half hour for lunch	Monday to Friday
W & WWF Industrial Millwright OIT Operators Instrument/SCADA Technician	0730 hrs. – 1600 hrs. with one-half hour lunch Due to operational requirements, shifts may change to reflect a 10- hour day schedule.	Monday to Friday, inclusive
Administrative Assistant –W&WW Administrative Assistant – Fleet Timekeeper Administrative Assistant –	0730 hrs. -1600 hrs. with one-half hour lunch	Monday to Friday, inclusive
W&WWF Clerk Dispatcher (Parks)		
Parking Meter Service Person		
	SHIFT A: 0730 hrs. to 1600 hrs. with 30 minute unpaid lunch	Monday to Friday, inclusive
	SHIFT B: 0600 hrs. to 1400 hrs. with 30-minute paid lunch	Monday to Friday
Dispatch/Public Works Office	SHIFT A: 0700 hrs. to 1500 hrs.	5 days per week Monday to Friday, inclusive
	SHIFT B: 1500 hrs. to 0100 hrs. 0700 hrs. to 1500 hrs. 0800 hrs. to 2000 hrs	Monday, Tuesday, Saturday, Sunday
	SHIFT C: 1500 hrs. to 0100 hrs.	Wednesday, Thursday, Friday, Saturday
Arena Maintenance Person I & II		
Memorial Gardens, West Ferris & Pete Palangio Arenas (ice season):	4 consecutive ten hour shifts per week – full rotation of shifts inclusive of a twenty (20) minute paid lunch break.	

SHIFT A:
0630 hrs. to 1630 hrs.

SHIFT B:
1630 hrs. to 0230 hrs.

Memorial Gardens, West Ferris & Pete Palangio Arenas (other than ice season):

Ten (10) hour shifts, four (4) consecutive shifts per week, Monday to Friday inclusive of a twenty (20) minute paid lunch break.

Transit Operators

In accordance with transit schedules which may vary from time to time as transit schedules are revised. Notwithstanding the above, the parties agree that the regular hours of work for Transit Operators shall not be less than 38.5 hours per week, on average, over the full rotation of crews.

Any 5 days per week Sunday to Saturday inclusive, with a full rotation of shifts

Spare Board Transit Operator

In accordance with Schedules established from time to time.

As scheduled

Labourers – Downtown Staff

SHIFT A:
0600 hrs. to 1400 hrs. with 30 minute paid lunch

Monday to Friday, inclusive

SHIFT B:
0600 hrs. to 1400 hrs. with 30 minute paid lunch

Saturday to Wednesday, inclusive

SHIFT C:
0600 hrs. to 1400 hrs. (includes 30 minute paid lunch)

Saturday and Sunday

0730 hrs. to 1600 hrs. (includes 30 minute unpaid lunch)

Monday, Thursday, Friday

Landfill Operator	Ten (10) hour shifts to operate between the hours of 0700 hrs. and 1730 hrs., with twenty (20) minute paid lunch period in accordance with Landfill schedules which may vary from time to time as Landfill schedules are reviewed.	Any seven (7) days per week Sunday to Saturday inclusive, with a full rotation of shifts.
Labourers – Mechanical Shop	SHIFT A: 0700 hrs. to 1700 hrs.	Monday to Thursday, inclusive
	SHIFT B: 0700 hrs. to 1700 hrs.	Tuesday to Friday, inclusive
	SHIFT C: 0730 hrs. to 1600 hrs. 1630 hrs. to 0030 hrs	Monday Wednesday to Saturday, inclusive
	SHIFT D: 1630 hrs. to 0230 hrs.	Monday to Tuesday, inclusive
	0700 hrs. to 1700 hrs. 0900 hrs. to 1900 hrs.	Saturday Sunday
Labourer (Equipment Service Person)	SHIFT E: 1630 hrs. to 0230 hrs.	Monday to Thursday, inclusive
Licensed Mechanics	SHIFT A: 0730 hrs. to 1600 hrs.	Monday to Friday, inclusive
	SHIFT B: 0700 hrs. to 1700 hrs.	Tuesday to Friday, inclusive
	SHIFT C: 1630 hrs. to 0030 hrs.	Monday to Friday, inclusive
	SHIFT D: Summer: 0730 hrs. to 1600 hrs.	Monday to Friday, inclusive
	Winter: 0400 hrs. to 1200 hrs.	Monday to Friday, inclusive
	SHIFT E: 0700 hrs. to 1700 hrs.	Monday to Thursday, inclusive

	SHIFT F: 1630 hrs. to 0230 hrs.	Tuesday to Friday, inclusive
	SHIFT G: 0500 hrs. to 1500 hrs.	Wednesday to Saturday, inclusive
	SHIFT H: 0500 hrs. to 1300 hrs.	Sunday to Thursday, inclusive
	SHIFT I: 1630 hrs. to 0230 hrs.	Monday to Thursday, inclusive
	SHIFT J - 6/6: 0730 hrs. to 1600 hrs.	Summer – Parks, Monday to Friday inclusive Winter – Fleet, Sunday to Thursday inclusive
Mechanical Department Chargehand	SHIFT A: 0730 hrs. to 1600 hrs.	Monday to Friday, inclusive
	SHIFT B: 1530 hrs. to 0000 hrs. with 30 minute unpaid lunch	Monday to Friday, inclusive
Truck drivers over 18,000 GVW (one per shift) salting and sanding – seasonal	0800 hrs. to 1600 hrs. 1600 hrs. to 2400 hrs. 2400 hrs. to 0800 hrs. All with 20 minute paid lunch	
Building Maintenance Person	SHIFT A 0600 hrs. – 1400 hrs. with 20 minute paid lunch SHIFT B Noon – 2000 hrs. with 20 minute paid lunch	Monday to Friday inclusive with two week rotation schedule of Shift A and Shift B Monday to Friday inclusive with two week rotation schedule of Shift A and Shift B
Custodian	1530 hrs. – 2330 hrs. with 20 minute paid lunch	Monday to Friday, inclusive
Hazardous Waste Depot Operator	0800 hrs. – 1800 hrs. with 20 minute paid lunch	Wednesday to Saturday, inclusive

Sewer and Water Chargehand (afternoon)	1600 hrs. – 2400 hrs. With 20 minutes paid lunch	
Sewer and Water Operator (afternoon)	1600 hrs. – 2400 hrs. With 20 minutes paid lunch	
Turf Operator OMISCHL –Summer Operations only	0730 hrs. – 1600 hrs. with 30 minute unpaid lunch	Monday to Friday inclusive
UTL	SHIFT A 0800 hrs. to 1600 hrs. (includes 30 minute paid lunch)	Saturday and Sunday
	0730 hrs. to 1600 hrs. (includes 30 minute unpaid lunch)	Monday
	1530 hrs. to 2330 hrs. (includes 30 minute paid lunch)	Thursday and Friday
	SHIFT B 1530 hrs. to 2330 hrs. inclusive of 30 minute paid lunch	Saturday to Wednesday, inclusive

14.01 (b) The Corporation reserves the right to change the work schedule of Cement Crew Personnel and personnel involved in summer road construction activities from an eight (8) hour day, five (5) day week schedule to a ten (10) hour, four-day week schedule. The ten (10) hour schedule shall be Monday through Thursday, 0700 hours to 1700 hours inclusive of a twenty (20) minute paid lunch break on the job site.

14.02 Rest period (excluding Transit Operators) – two (2) fifteen (15) minute break periods shall be allowed daily.

In addition to their regular daily wage, each Transit Operator shall receive an additional thirty (30) minutes pay at their regular hourly rate in lieu of the foregoing Rest Period.

14.03 An employee who reports for work on a scheduled working day and is sent home because of inclement weather shall be guaranteed regular pay for the day in question.

14.04 (a) Unless otherwise provided in this Agreement, upon providing a minimum of forty-eight (48) hours' notice, the Corporation may change an employee's regularly scheduled shift. If an employee's regular scheduled shift is changed by the Corporation without a minimum of forty-eight (48) hours' notice to the employee, such employee will be paid at the rate of time and one-half (1-1/2X) their regular rate for each hour of the first shift worked.

(b) Upon providing notice of shift change, the Corporation will advise the

affected employee(s) when they will revert to their previous hours of work; if known.

- (c) The parties agree that the following shall apply with respect to Winter Control and Spring Cleanup in the Roads Department if the Employer seeks employees to work an eight hour shift between 10 pm and 8 am:
- i. The work will be offered in increments of a week; and the Employer will, at a minimum, comply with the requirement of 48 hours notice of the change of an employee's shift as provided for in Article 14.04(a) of the collective agreement.
 - ii. The Employer will first offer each week of work to qualified employees, on the basis of seniority, for each relevant classification.
 - iii. If a sufficient number of employees in the relevant classification do not accept the opportunity to work the offered shift, then starting with the least senior employee in the relevant classification, and moving upwards by seniority, employees will be obligated to employees in a relevant classification to work a shift and there are not a sufficient number of employees in the relevant classification who have accepted the offer, then the least senior employee in the relevant classification will be required to work that shift. With respect to Week 2 if a sufficient number of employees in the relevant classification have not accepted the offer, then the next least senior employee(s) who was not required to work the previous week will be obligated to work that shift.

After four weeks or if there is a break of one week where the Employer has not obligated an employee in the relevant classification to work a shift pursuant to section (iii) there will be a "reset" in terms of which employees will be required to work the shift and it will revert to the least senior employee in the classification who will be required to work the shift; and the process outlined in 14.04 (c) above will apply.

- 14.05 Written notice to the employee, copied to Local 122, indicating the shift change and effective date shall be deemed to be sufficient notice to the employee.
- 14.06 With either the purchase of new equipment or different types of equipment, operators required to train on such equipment will be paid at their regular hourly rate of pay while so training.
- 14.07 In addition to their regular daily wage rate, each Transit Operator shall receive an additional fifteen (15) minutes pay at their regular hourly rate as compensation for travel and report time. Transit Operators required to perform a circle check on the first scheduled day shift shall also receive an additional five (5) minutes pay at their regular hourly rate as compensation for the required circle check. Travel and report time shall not be payable for any shift for which the employee does not report to work.
- 14.08 The Corporation agrees to provide prompt transportation for Transit Operators between the Public Works Yard and other locations for shifts starting or finishing in locations other than the City Yard.

- 14.09 The Corporation will endeavor to eliminate split-shifts wherever practical, in consultation with Local 122. If split-shifts are necessary, however, a \$1.00 an hour premium will be paid for all hours worked on the second half of the split-shift when the split is for one and a half (1-1/2) hours or longer.

Effective January 1, 2022, a \$1.10 an hour premium will be paid for all hours worked on the second half of the split-shift when the split is for one and a half (1-1/2) hours or longer.

- 14.10 When any scheduled run is not completed because of failure or shortage of equipment, the Operator shall be allowed full scheduled time for that day with pay.

- 14.11 An Operator will forfeit work for any day when they fail to report to work on time or fails to advise the Transit Supervisor or designate a minimum of thirty (30) minutes prior to the commencement of their shift that they expect to be late.

In instances when an Operator advised the Transit Supervisor or designate a minimum of thirty (30) minutes prior to the commencement of their shift that they expect to be late, the Transit Supervisor or designate may, at their discretion, assign a replacement until a scheduled Operator is available; provided, however, that the scheduled Operator is not expected to be more than one (1) hour late, otherwise the scheduled operator will forfeit work for the day.

- 14.12 In instances when a transit employee has been off work due to illness or injury, they shall provide the Transit Supervisor with a minimum of eight (8) hours notice prior to their reporting back to work. Failure to provide such notice may result in a loss of the shift and pay.

- 14.13 In the event of a permanent shift change the affected employee shall be given the opportunity to accept the change in shift or to accept a layoff from the current shift and exercise the seniority bumping procedure pursuant to Article 9.

ARTICLE 15 – OVERTIME

- 15.01 (a) All employees shall be paid at the overtime rate of time and one-half (1-1/2X) their basic wage rate for all authorized hours worked outside their regular shift. Authorization may not be required in advance in instances of an emergency.

- (b) An employee may select any one of the following methods of payment of overtime:

1. Payment as outlined in Clause 15.01 (a) of this Agreement;
2. Banked Time and one-half (1-1/2X) off in lieu of overtime pay;
3. Any combination of (1) and (2) which does not exceed the equivalent of time and one-half (1-1/2X).

The scheduling of time off in lieu of payment shall be subject to the agreement of the employee and their supervisor, unless otherwise provided.

Beginning in 2021, on an annual basis, all employees other than Engineering Tech I, II and III and Field Tech I and II, who have banked overtime in excess of 200 hours on November 30, will be paid out for all excess hours. Beginning in 2022, on an annual basis, employees in the positions of Engineering Tech I, II and III and Field Tech I and II who have banked overtime in excess of 200 hours on April 30, will be paid out for all excess hours.

- 15.02 If called to work after regular hours, an employee shall be required to do only such emergency work as called for, or other emergency work that shall develop, and shall receive time and one-half (1-1/2X) for such hours worked, with a minimum of four (4) hours at regular rate and shall not be required to lay off in regular hours to equalize such overtime.
- 15.03 Where an employee is called to work earlier than their regular starting time, they shall be paid at one and one-half (1-1/2X) their regular hourly rate for all hours worked prior to their regularly scheduled starting time. Once the employee has worked the number of hours equivalent to their normal working day, the City reserves the right, at any time thereafter, to discontinue the employee's assignment for that day, without additional pay. In applying this provision, in determining the number of hours equivalent to their normal working day, only those hours worked after 0000 hours (midnight) of the same day of the employee's regular starting time for that day can be used.
- 15.04 Sharing of Overtime – Overtime work will be distributed as equitably as possible among those qualified employees normally performing such work.
- For purposes of this clause, an equitable distribution of hours will have been achieved if there is no greater variance than twenty-four (24) hours difference between the employee with the most overtime and that of the employee with the least amount of overtime who are working in the same department, working in the same classification and normally performing the work available. In addition, for equalization purposes only, overtime hours refused by an employee shall be shown as hours actually worked.
- Cumulative overtime for each employee shall be posted in all departments by the Employer within ten (10) days of the end of each month.
- 15.05 Overtime During Lay-Offs – There shall be no extended amount of overtime worked in any operation while there are employees on lay-off who are qualified to perform the work available.
- 15.06 (a) Duty System – The Operations Manager, or their designate, may designate certain employees to be available on the duty system during each seven (7) day period to make service calls out of regular working hours during such period. Such employees shall be paid twelve (12) hours of pay at the regular rate for being available during such period. Employees in Water & Wastewater Facilities and Traffic shall be paid fourteen (14) hours of pay at the regular rate for being available during such period. In addition, they shall be paid at their regular rates for all time actually spent on call-outs, with a minimum of two (2) hours pay for

each call-out. In the event that any such call-out shall be for a period of more than two (2) hours, it shall be paid at one and one-half times (1-1/2X) their regular rates.

- (b) An employee on call on a statutory holiday listed in Article 17.01 shall receive double time the regular rates for all time actually spent on call-outs, with a minimum of two (2) hours at double time for each call-out.

15.07 Employees required to work more than two (2) hours overtime continuous with their regular day or shift shall be provided with a paid meal period not to exceed thirty (30) minutes.

15.08 Where practical, overtime shall be given to Bargaining Unit employees before Non-Bargaining Unit employees are considered.

15.09 Transit employees required to work approved overtime as a result of running late due to bonafide operational situations shall be paid in accordance with the terms of the Collective Agreement. Such time shall be accumulated and paid bi-weekly.

15.10 In instances when an employee is off work due to illness, vacation, lieu time and/or a paid holiday in conjunction with vacation, such employee shall be deemed to not be available for overtime work from completion of work on the last day at work until their normal starting time in the day they return to work. In the application of this article, employees on union leave, as per article 7.05 and 20.01, as well as employees approved for lieu time, not in conjunction with approved vacation, are eligible for overtime at the conclusion of the leave.

15.11 **MANDATORY OVERTIME**

The parties recognize the employer's need to have employees work overtime. Accordingly, the City does require employees to work at least eight (8) hours overtime per week on a rotation basis in accordance with Article 15.04. In the event the senior employee is unavailable, the weekly overtime will be assigned to the junior person available. In the event of emergency, the Corporation reserves the right to require employees to work more than eight (8) hours overtime per week.

ARTICLE 16 – SHIFT PREMIUMS

16.01 Shift premiums shall be payable to all employees as follows:

- (a) For employees on twenty-four (24) hour rotating shifts:
 - (i) \$1.20 per hour for each hour worked on the second shift (evening) for which the employee is not entitled to overtime.
 - (ii) \$1.30 per hour for each hour worked on the third shift (graveyard) for which the employee is not entitled to overtime.
- (b) For employees working shifts other than regular day shifts:
 - (i) \$1.20 per hour for each hour worked outside of the regular work hours for the department (from the normal quitting time until midnight) for which the employee is not entitled to overtime.

- (ii) \$1.30 per hour for each hour worked between midnight and the regular day shift start time for the department for which the employee is not entitled to overtime.
- (c) For transit employees:
 - (i) \$1.20 per hour for all hours worked between 1600 hours and 2400 hours for which the employee is not entitled to overtime.
 - (ii) \$1.30 per hour for all hours worked between 2400 hours and 0800 hours for which the employee is not entitled to overtime.
- (d) \$1.30 per hour for all hours worked on Sunday for which the employee is not entitled to overtime.

ARTICLE 17 – STATUTORY HOLIDAYS

17.01(a) For purposes of this Agreement, the term “holiday” shall include:

- | | |
|----------------|------------------|
| New Year’s Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |

And any other day proclaimed by the Dominion, Provincial or Municipal Government as a holiday.

- (b) On occasions when Remembrance Day falls on a Saturday or Sunday, an employee whose regular days of work are Monday through Friday shall be granted one (1) additional day of vacation credit in lieu of the Holiday.
- 17.02 Each employee shall be entitled to a holiday with pay on each of the days listed in Clause 17.01, or a day declared in lieu thereof, or shall receive the equivalent of their regular days pay in accordance with the Employment Standards Act.
- 17.03 Employees absent from work due to lay-off or leave of absence in excess of five (5) consecutive working days shall be paid statutory holidays in accordance with the Employment Standards Act.
- 17.04 An Employee who is scheduled to work on the day of the holiday and who works on such paid holiday shall receive, in addition to the pay provided in 17.02, two (2) times their regular wage rate for all hours worked on the holiday.

For Employees who are required to work on any statutory holiday that falls on a weekend, the Employee shall receive two (2) times their regular wage rate for all hours worked on the actual holiday. The Employee shall receive statutory holiday pay on the day declared in lieu by the Employer. Should the Employee be called into work on the day declared in lieu by the Employer, the Employee shall receive one and one half (1.5) times their regular rate for all hours worked on the day declared in lieu.

17.05 The Corporation agrees that an employee scheduled to work on a Statutory

Holiday may, with the approval of their immediate supervisor, book off the shift(s) provided he gives a minimum of fourteen (14) calendar days' notice. In such instances, a notice of the shift(s) available will be posted in the department for a period of forty-eight (48) hours following the date for giving notice. The available shift(s) shall then be awarded in accordance with Article 15.04 of the Collective Agreement. Should no suitable applicant apply, a junior employee qualified to perform the work shall be assigned to the shift(s).

ARTICLE 18 – VACATIONS

- 18.01 (a) Employees shall be granted vacations with pay in accordance with the following schedule:

After one (1) completed year of service...two (2) weeks.
After two (2) consecutive completed years of service.....three (3) weeks
After ten (10) consecutive completed years of service...four (4) weeks
After fifteen (15) consecutive completed years of service.....five (5) weeks
After twenty (20) consecutive completed years of service..... six (6) weeks

Effective January 1, 2002, employees will be eligible to receive one (1) additional day of vacation for each year following 25 years of service to a maximum of one (1) additional week of vacation.

- (b) For purposes of this clause, one (1) week of vacation shall be four (4) working days for employees regularly working ten (10) hour shifts weekly. Employees working such ten (10) hour shifts shall accrue vacation entitlement according to the following schedule:

After one (1) completed year of service.....8 days
After two (2) consecutive completed years of service 12 days
After ten (10) consecutive completed years of service..... 16 days
After fifteen (15) consecutive completed years of service.. 20 days
After twenty (20) consecutive completed years of service..24 days

Effective January 1, 2002, employees will be eligible to receive one (1) additional day of vacation for each year following 25 years of service to a maximum of one (1) additional week of vacation.

- (c) The deadline for submitting annual vacation requests for the period May 1 through December 31 shall be 4:30pm on the second Friday of March each year. Vacation schedules shall be approved and individual vacation request, outlining their approved vacation schedules, will be returned to the employees no later than 4:30pm the second Friday of April.

Vacation shall be granted by seniority and, where deemed operationally necessary, by seniority within classification.

All vacation requested after the March deadline shall be granted on a first come, first serve basis.

Vacation schedules shall not be changed unless mutually agreed to by the Employee and the Supervisor.

- 18.02 Vacation pay shall be paid at the employee's salary/wage rate at the time of vacation. Such rate shall not include overtime pay, call-out pay, or shift premium pay except that in a case of an employee whose regular rate of pay includes the shift premium, such premium shall not be excluded in calculating their vacation pay. An employee leaving the service at any time after their anniversary date before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing them.
- 18.03 If a holiday as listed in Clause 17.01 falls, or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each such holiday in addition to their regular vacation time.
- 18.04 A schedule of vacations shall be drawn up and approved by the Corporation and a representative appointed by Local 122 employees. The schedule is to be drawn up so as to interfere as little as possible with the work of the Corporation. Once the vacation schedule has been agreed, it shall not be changed without prior consultation with Local 122.
- 18.05 Except during a period of personal leave of absence or a lay-off extending beyond thirty (30) calendar days, an employee shall accrue vacation entitlement.
- 18.06 An employee shall be entitled to carry over vacations from one year to the next provided that such credits standing to their account at no time exceed one hundred and fifty percent (150%) of the employee's normal annual vacation entitlement. In special circumstances such as a planned overseas vacation, on mutual agreement between the Corporation, Local 122 and the employee, an employee may be permitted to carry over vacation credits to a maximum of 200% of the employee's normal annual vacation entitlement.
- The Corporation reserves the right to schedule an employee off work and on vacation in instances where an employee has vacation credits standing to their account in excess of the one hundred and fifty percent (150%) of their normal annual entitlement. The scheduling of such vacations shall be at a time mutually agreed to by the employee and their supervisor, but such vacation must be taken within three (3) months from the date the matter is raised by the supervisor.
- 18.07 Employees moving to new positions within the Corporation are not entitled to vacation as approved under their previous position.

ARTICLE 19 – SICK LEAVE

- 19.01 (1) For the purpose of this Plan:
- i. "Employee" shall mean a full-time salaried or hourly rated employee who is classified as a permanent employee of the Corporation and who falls within the *Scope and Recognition* clause of this Agreement.

- ii. "Month" shall mean a calendar month.
- iii. "Director of Human Resources" shall mean the Director of Human Resources of the Corporation of the City of North Bay.
- iv. The masculine shall include the feminine.

(2) A plan of sick leave gratuities is hereby established and continued for all present and future employees, and subject to the control of the Council of the Corporation of the City of North Bay, the conduct and management of the Plan shall be vested with the Director of Human Resources.

(3) The Director of Human Resources shall maintain a record of all sick leave credits and sick leave debits for employees in accordance with the terms and conditions of this plan and such information shall be provided to an employee upon request.

(4) a) An employee shall be entitled to a sick leave credit for each month during which they are employed by the Corporation and is not on leave of absence without pay, which sick leave credits shall be cumulative. The sick leave credit entitlement for an eligible employee shall be as follows:

- Employees normally scheduled to work 7 hours per day
.....10.5 hours monthly
- Employees normally scheduled to work more than 7 hours per day
.....12.0 hours monthly

b) Sick leave credit entitlement shall cease once an employee's sick bank credits have been exhausted.

(5) Absence from work on account of illness shall be deducted in hourly increments. Absence of one-half hour or less shall not be deducted from sick leave credits. Absence of more than one-half hour but less than one hour shall be deducted as one (1) hour. However, regular pay shall be in accordance with the employee's scheduled hours.

(6) An employee shall report their illness to their immediate non-union supervisor during the first day and any subsequent days of their absence from work unless a medical note has been provided that provides sufficient details regarding the entire period of absence. In the event the supervisor cannot be reached, a message shall be left on the supervisor's voice mail, or a message shall be left with the Dispatcher, as may be appropriate to the department.

For Transit employees, all Transit and Spareboard Operators must contact the Supervisor on duty and/or Public Works Dispatch when booking on or off. Transit Operators must book back on eight (8) hours prior to the start of their next scheduled shift. Spareboard Operators must book back on eight hours prior to the start of their next scheduled shift or book back on to return to the On-Call List.

(7) The Director of Human Resources, through the employee's supervisor, may require an employee who has been absent from work to file with them, a

medical certificate certifying that such employee's absence was due to illness. In the event the employer requests the employee to provide a medical certificate, the employer will reimburse the employee up to a maximum of \$25.00.

- (8) In the case of prolonged illness or modified work plan of an employee, the Senior Manager of the Business Unit or the Director of Human Resources may require progress reports from time to time from the employee's physician certifying that the employee is unfit for work; the dates the employee is being advised to remain off work; and, if possible, a return to work date, or where a status change requires a review of the modified work plan.
 - (9)
 - a) Subject as otherwise provided in this Plan, an employee who is absent from work by reason of illness shall be entitled to receive sick pay in a total amount not exceeding their accumulated sick leave credits.
 - b) An employee whose sick leave credits have been exhausted shall be entitled to use vacation credits as per their entitlement during periods of illness.
 - c) Top-up from Employer: An employee who is absent from work and in receipt of benefits through the Workplace Safety and Insurance Board (WSIB) due to a compensable accident or a compensable industrial disease suffered or contracted in the course of their employment with the Corporation shall receive from the Corporation the difference between the amount payable from the WSIB and their regular salary or wages during the period of disability, not exceeding nine (9) cumulative months from the date of initial injury.
 - d) Top-up from Sick Leave: Where an employee is absent from work for more than nine (9) months as aforesaid and is in receipt of WSIB benefits, such employee shall be entitled to have their sick leave credits applied for the purpose of making up the difference between the amount of WSIB benefits being paid and their regular salary or wages.
- 19.02 Where an employee has used up all their sick pay credits and, through illness, is unable to carry out their ordinary duties and has not been retired on pension, they will be placed on a leave of absence, during which period they will not receive pay, long service pay, vacation pay, statutory holiday pay or sick pay credits but such employee shall continue to accumulate seniority. Such leave of absence shall be limited to a period equal to the employee's accumulated seniority at the commencement of the leave of absence for a period of two (2) years, whichever is the lesser. If the employee is not able to return to work upon expiration of the leave of absence, they shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.
- 19.03 The Corporation and Local 122 are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Corporation, and to meeting the parties' responsibilities under the law. Therefore, the parties agree to refer to the employer policy.

ARTICLE 20 – LEAVE OF ABSENCE

- 20.01 a) Employees elected or appointed to represent Local 122 at a conference, convention, or on other Union business shall be granted leave of absence, without loss of seniority and without pay, sufficient to attend to the business for which leave is requested, provided:
- 1) such leave is requested, in writing, by Local 122 not later than one (1) week before such leave is required; and
 - 2) such leave does not seriously reduce the efficiency of the department.
- b) Employees granted a leave for Union business under this article shall receive their normal pay for the period of leave of absence. The Corporation will bill Local 122 for all wages and for the benefits outlined in Clauses 26.01 and 26.02 provided the employee during the leave of absence. Local 122 shall reimburse the Employer within thirty (30) days following its receipt of the invoice.
- 20.02 a) In the event of a death in the immediate family (spouse, partner, child, step-child, parents, sister, brother and grandchild), an employee shall be granted upon request, five (5) working days without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral or attending to the affairs of the deceased. Unless more favourably defined by an applicable legislation, for the purposes of this article, partner is defined as a person of the same sex with whom the employee has been continuously co-habited for a minimum period of one year and who is publicly represented as the employee's "partner" in the community.
- b) In the event of a death of a member of the family, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parent, grandparents, sister-in-law and brother-in-law, an employee shall be granted upon request three (3) working days without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral or attending to the affairs of the deceased.
- c) In the event of a death of a spouse's grandparent, an employee shall be granted upon request, one (1) working day without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral or attending to the affairs of the deceased.
- d) Employees may request to take one (1) day out of the allocated days to attend a celebration of life service, memorial service, burial or interment that is delayed or postponed to a later date. Such request must be made during the bereavement leave and confirmed in writing no later than one (1) week after the return from that bereavement leave.
- 20.03 The Corporation shall pay an employee who is required to serve as a juror or witness under subpoena the difference between their normal earnings and the payment they received for such service, excluding payments for traveling, meals or other expenses. The employee will present proof of service and the

amount of pay received.

- 20.04 An employee may be provided time off with pay for the purpose of attending swearing-in ceremonies in order to obtain their Canadian citizenship.
- 20.05 An employee may be provided, at the discretion of the Corporation, leave of absence with pay to write examinations to upgrade their employment qualifications.
- 20.06 With the consent of the Chief Administrative Officer, an employee may be granted leave of absence, without pay. Such employee shall not be permitted to accept any other employment during said leave of absence.
- 20.07 Employees shall be provided with three (3) consecutive hours for the purpose of voting in a provincial, municipal, or federal election, or Referendum. Such additional time shall be given at the convenience of the Corporation as may be necessary to provide for such hours while the polls are open.

ARTICLE 21 – PAYMENT OF WAGES

- 21.01 The corporation shall pay salaries and wages on every second Thursday by electronic transfer(s) to the bank or trust company account designated by the employee. An employee may designate distribution of their wages or salary to a maximum of three accounts. In the event that the electronic transfer cannot be made by Thursday due to circumstances beyond the Corporation's control, the transfer will be made no later than Friday of the same week. A statement of earnings and adjustments will be distributed to each employee in a sealed envelope. Effective the date of ratification, all new employees shall receive an electronic statement of earnings and adjustments.
- 21.02 When an employee is temporarily assigned to relieve in or perform the duties of a higher paying position for less than four (4) hours, the employee will be paid the higher rate for the work performed in the higher paying position. If the period of relief has a duration of four (4) hours or more, the employee shall receive the higher rate for the regularly scheduled shift.
- 21.03 When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

ARTICLE 22 – JOB CLASSIFICATION

- 22.01 When a new position is created or an existing position reclassified, the Employer will set a rate for the position and immediately notify Local 122. If this rate is acceptable to Local 122, it shall become the rate for the job. If the rate is not acceptable to Local 122, Local 122 will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If the parties are unable to reach an agreement, the matter shall be submitted to Arbitration. The new rate shall apply retroactively to the time the new position was first filled by the employee or the date that the existing position was reclassified. For new positions only as approved by the Chief Administrative Officer, the parties also agree that the

position will be evaluated by the Job Evaluation Committee once the new incumbent has been in the position for six (6) months. By mutual consent, the parties may agree to extend the six (6) month period.

- 22.02 The Employer agrees to draw up job descriptions for all positions for which Local 122 is bargaining agent. These descriptions shall be presented and discussed with Local 122. Furthermore, the Employer will provide Local 122 with a highlighted copy of all the changes that have occurred since the last description was sent.
- 22.03 For Pay Equity purposes, the parties will meet during the month of October of each year, unless otherwise agreed for the purposes of reviewing Pay Equity.

ARTICLE 23 – SUPPLEMENTATION OF WORKPLACE SAFETY AND INSURANCE AWARD

- 23.01 (a) An employee prevented from performing their regular work with the Corporation due to an occupational accident that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the *Workplace Safety and Insurance Act*, shall receive their regular salary from the Corporation for a period of nine (9) months for a workplace accident approved by the WSIB for lost time earnings.

The payment of regular salary outlined above shall cease the earlier of:

- (i) the Employee returns to active employment; or
- (ii) approved loss of earnings are discontinued by the WSIB for any reason.

Should the Employee's loss of earnings benefit approved by the WSIB extend beyond the nine (9) month period, the employee shall receive subsequent loss of earnings from the WSIB. The employee's sick leave credits shall be utilized to top up any difference between the WSIB payments and their regular pay.

Such top up payments by the Corporation shall cease the earlier of:

- (i) the Employee returns to active employment; or
- (ii) the Employee's sick leave bank is exhausted; or
- (iii) the Employee is notified by the WSIB that their loss of earnings benefit will be locked into age sixty-five (65) based on a suitable occupation identified by the WSIB, as amended in the WSIA from time to time; or
- (iv) approved loss earnings are discontinued by the WSIB for any reason.

In consideration of the foregoing, the employee shall turn over to the Corporation all temporary disability compensation payments received from the Worker's Safety and Insurance Board.

- (b) An employee who is receiving benefits from the Workplace Safety and Insurance Board for a claim resulting from an injury/illness incurred during

service with another employer shall not be eligible to receive sick leave pay nor top-up in accordance with 23/01(a) from the City. All entitlement to any other rights or privileges contained in this Agreement continue. An Employee is obligated to notify both the Workplace Safety and Insurance Board and the Employer when such circumstances occur.

- 23.02 An employee receiving temporary or permanent disability benefits from the Workplace Safety and Insurance Board in consideration of an illness or injury sustained while employed by the Employer shall have the right to reclaim the job being performed at the onset of disability or, if this job is no longer available, a comparable job at a comparable rate of pay. Such employees shall also be entitled to have their participation continued in the Employer's Group Benefit Plans as set out in Article 26.02 hereto. The employees' entitlement to the privileges set forth in this clause shall be limited to a period of thirty-six (36) months from the onset of disability. Should the employee be unable to resume their regular duties prior to the expiration of the thirty-six (36) month period, they shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.

Notwithstanding the above, the parties acknowledge their mutual obligation not to discriminate against any person with a disability, as defined in the Ontario Human Rights Code, 1981, as amended.

ARTICLE 24 – LONG SERVICE RECOGNITION

- 24.01 In recognition of the principle that a long service employee is of increased value to the Corporation through his acquired knowledge and experience, the Corporation agrees to Long Service Recognition by granting time off with pay in accordance with the following schedule:

After 5 consecutive years of service	1.0 day
After 10 consecutive years of service	1.5 days
After 15 consecutive years of service	2.0 days
After 20 consecutive years of service	2.5 days
After 25 consecutive years of service	3.0 days

For eligible employees, including those who become eligible during the calendar year, such time off with pay shall be added to the employee's vacation entitlement in December of each year.

ARTICLE 25 – SAFETY

- 25.01 Essential and necessary tools, safety equipment and protective clothing shall be supplied when and where needed. The employee shall be responsible for using the tools and safety equipment provided and for wearing the protective clothing supplied.
- 25.02 First Aid kits shall be kept on all trucks at all times and drivers shall be held responsible for kits and contents and shall report every use to the Chargehand.
- 25.03 When employees are employed in excavation work, there shall be an employee

on the surface of the ground to ensure the safety of the employees engaged in the trench and to assist in carrying out the work.

- 25.04 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at their regular rate of pay provided that a doctor or nurse states that the employee is unfit for further work on that shift.

ARTICLE 26 – EMPLOYEE BENEFITS

26.01 Pension:

- a) All employees shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System. The Corporation and the employees shall make contributions in accordance with the provisions of the Plan.
- b) Active membership in OMERS may continue until the employee retires or, if the member continues to work past their normal retirement date, no later than November 30 of the year in which the member turns age 71. At age 71, all contributions cease, and a normal retirement pension is paid to the member even if the member is still working.

26.02 The Corporation agrees to provide upon request, the following benefits to all employees:

1. A Group Life Insurance Plan under which the life of each employee will be insured to the extent of two times (2X) the employee's basic annual earnings.
2. An Accidental Death and Dismemberment Plan under which an employee will be insured for a principal sum of two times (2X) the employee's basic annual earnings.
3. A Major Medical Plan, including a \$500 maximum benefit for hearing aids during an insured person's lifetime. Deductible of \$10.00 per individual, \$20.00 per family and a maximum drug dispensing fee cap of \$9.00.
4. Ontario Health Insurance Plan or the equivalent Provincial health care plan.
5. A Long Term Disability plan as agreed to by the parties (December 6, 1979 and February 28, 1980) shall be implemented, effective October 1, 1980. The Corporation shall pay one hundred percent (100%) of the premium costs associated with the above benefits.
6. The Corporation, upon request, shall provide the Manulife Plan #83114 or equivalent to all employees. The plan shall provide benefits based on the Ontario Dental Association Fee Schedule in effect two (2) years prior to the current schedule. The Corporation will assume responsibility for 100% of the monthly premium.

Effective October 1, 1996, Dental Plan Coverage will be amended by changing the eligibility for Dental Recalls to the following schedule:

Children (18 years of age and younger) every 6 months

Adults every 9 months

7. The Corporation will implement and administer a Vision Care Plan inclusive of eye examinations.

The Employer shall be responsible for 100% of the premium cost. The Plan shall provide the following coverage:

- Adults: 100% coverage to a maximum of \$400 every 24 months.
- Dependant children (18 years of age and younger and students less than 25 years of age who are attending an accredited educational institution, college or university on a full time basis) 100% coverage to a maximum of \$400 every 12 months.
- Eye Examinations:
 - Adults: 100% coverage to a maximum of \$85.00 every 24 months.
 - Dependant children (18 years of age or younger and students less than 25 years of age who are attending an accredited educational institution, college or university on a full time basis) 100% coverage to a maximum of \$85.00 every 12 months.

8. The Corporation shall make available, an Optional Life Insurance Plan providing coverage for an employee and/or his spouse. Such Optional Life Insurance coverage to be available in units of \$10,000 to the maximum set out in the policy and subject to the employee providing evidence of insurability satisfactory to the insurer. The employee shall be responsible for 100% of the premium costs of this plan, through payroll deductions.

26.03 The City shall have the right to determine the carrier of the benefits specified in this Article and to establish an agreement with the carrier with respect to providing benefit coverage consistent with the terms of the Collective Agreement. The carrier's responsibility will be to adjudicate benefit claims under the provisions of the Collective Agreement and manage provisions of the benefit plan. In providing benefit coverage, the City may establish any funding method and all refunds, reductions of premiums, or dividends, etc. relating to contributions made by the City shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of Local 122.

26.04 (a) An employee absent from work due to illness or injury and not in receipt of Worker's Compensation benefits shall have their coverage for the benefits outlined in Article 26.02 continued for a period of four (4) months from the onset of the disability.

(b) If upon expiration of the four (4) month period, the employee files a claim for Long Term Disability benefits and such claim is accepted by the Insurance

Underwriter, their participation in the benefit plans will be continued for a further period of two (2) years.

- (c) If an employee continues to qualify for Long Term Disability benefits beyond the twenty-four (24) month period described in 26.04(b), they may continue their participation in the benefit plans for so long as they qualify for Long Term Disability benefits by assuming responsibility for 100% of the premium costs.

Employees who are in the appeal process for the Long Term Disability benefits may continue to participate in the extended health and dental plan by assuming responsibility for 100% of the premium costs provided such practice does not violate terms of the agreement with the carrier as per current agreement.

- (d) If after having been off work for a continuous period of four (4) months due to illness/injury, an employee elects to utilize their sick leave credits rather than apply for Long Term Disability benefits, the employee's participation in the benefits outlined in Clause 26.02 shall continue so long as the employee is in receipt of sick leave benefits.

Should the employee then file a claim for Long Term Disability benefits and such claim is accepted by the insurer, benefits outlined in Clause 26.02 shall be continued for a further period of up to twenty-four (24) months.

- (e) An employee in receipt of Long Term Disability or WSIB benefits shall be considered on leave of absence, without pay. During such period, an employee will receive vacation credits, Long Service pay, and sick leave credits. When an employee's sick bank credits have been exhausted the employee will no longer receive vacation credits, Long Service pay.
- (f) An employee receiving Long Term Disability benefits shall have the right to reclaim the job they were performing at the onset of disability or if this job is no longer available, a comparable job at a comparable rate of pay, during the twenty-eight (28) month period commencing with the onset of disability. If the employee is unable to return to work on expiration of the twenty-eight (28) month period, they shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.
- (g) Employees who choose to continue working past the age of 65 will be able to continue to participate in all benefits under article 26.02, same as current employees, save and except Long Term Disability. The Employer agrees to pay the same premiums as current employees.
- (h) As discussed during recent negotiations, with respect to Article 26.04(c) of the Collective Agreement, this will confirm the City of North Bay's practice of requiring employees who are in receipt of Long Term Disability benefits and who wish to continue their employee benefit coverage, to pay the required employee paid premiums to the Corporation no later than the first day of each month. Failure by the employee to remit payment as prescribed may result in termination of coverage.

26.05 Each employee shall be fully responsible for notifying the Director of Human

Resources, in writing, of any changes in his marital status, dependants or any other changes which might affect the employee's participation in the above plans.

26.06 The Employer agrees to continue O.H.I.P or the equivalent provincial health care plan and Extended Health Care coverage for retired employees to age 65, when the employee is not otherwise covered. This undertaking shall be subject to the Employer's authority under the laws of the province of Ontario to make such an agreement.

26.07 Employment Insurance Rebate

In consideration of improved benefits paid for by the City, Local 122 for the employees releases the Company from any obligation it might hereafter have to pay the employees any Employment Insurance rebate available because of the existence of a wage loss replacement plan.

ARTICLE 27 – CLOTHING

27.01 The Corporation is responsible for providing rubber boots, rubber suits, rain hats and gloves for the employees of all departments, as circumstances warrant, and for the replacement of worn suits, provided there is no negligence on the employee's part. Wearing apparel which is worn out shall only be replaced by the Corporation upon the issuer being provided with the worn out items to be replaced.

The Operational employees in the Water and Wastewater Facilities (W&WWF), will be provided two pairs of rubber boots due to the risk of cross contamination between facilities.

27.02 a) It is the responsibility of the employee to purchase and maintain suitable working attire for their area of employment as prescribed by the department Manager. An annual allowance of \$445 will be provided to eligible permanent full-time employees for the purpose of suitable working attire based on the departmental requirements.

Effective January 1, 2021, the annual allowance will increase to \$455. Such allowance will be paid 50% in January and 50% in June of each year. If the employee uses the annual allowance in one department and posts to another department in a temporary or permanent position, the employee will be responsible to provide the appropriate clothing and boots at their own expense. Part-time employees and permanent employees hired after June 1 shall be provided an allowance of \$270 for the current year. In order to claim this annual allowance, an employee must be actively at work. Employees who would otherwise qualify but are temporarily absent from the workplace shall receive the allowance upon return to work with the provision the employee was actively at work for some portion of the year for which the allowance is being paid. Receipts for such purposes must be provided to the Finance Department by November 30 of each year. It is understood that should receipts not be received by November 30 of each year, the annual allowance will be reported as a taxable allowance.

The provision applies to the following:

- Building Inspectors
- Stores Clerk
- Warehouse Person
- Engineering Field Staff
- Public Works (outside workers including mechanic)
- Parks and Recreation (outside workers)
- Custodian
- Building Maintenance Person
- W&WWF Operators
- W&WWF Industrial Millwrights

The Corporation shall provide bi-annually to all transit operators, uniforms consisting of:

- One jacket (3 in 1 jacket)
- Three units (combination pants/shorts)
- Eight units (combination long-sleeved shirts, short-sleeved shirts, poloshirts or mock turtleneck)
- One unit of a cardigan, sweater or vest

In addition:

- One winter parka every five years provided after probation and thereafter in the fifth anniversary year.
- Worn out items may be replaced at the Corporation's discretion.

Arena employees: The Corporation shall provide five units annually from the following:

- Two navy cargo pants, not crested (1 unit)
- Three navy t-shirts, crested (1 unit)
- One golf shirt, crested (1 unit)
- One nylon jacket, crested (1 unit)
- One overall/coverall, non-crested (1)
- One winter parka every five years provided after probation and thereafter in the fifth anniversary year
- One navy sweatshirt, crested (1 unit)
- Effective January 1, 2021 - One miscellaneous unit for thermal underwear and/or socks (1 unit) to be included in the annual 5 units, to a maximum value of \$50

- b) Employees in the mechanical shop shall in addition to the above be provided with three (3) changes of coveralls weekly. Coveralls shall also be provided to other personnel requiring same at the discretion of the Director of Public Works.

- 27.03 (a) The corporation shall reimburse each employee requiring safety footwear or each transit operator requiring approved footwear an amount as follows:

January 1, 2019 up to \$215.00 annually
January 1, 2021 up to \$225.00 annually
January 1, 2022 up to \$235.00 annually

Water & Wastewater Facilities employees eligible for the safety footwear allowance shall receive two (2) pairs of boots due to the risk of cross contamination between facilities. It is further agreed that boots will only be supplied every two (2) years with receipt.

The employee shall be required to provide a receipt(s) as proof of purchase.

- (b) Outside Public Works, Parks, Arenas, Water and Wastewater Facilities Operational and Maintenance and Landfill employees shall be provided an allowance of up to \$90.00 bi-annually for the purpose of purchasing winter rubber boots when supported by an appropriate receipt. Employees have the option of subsidizing safety footwear with rubber boot allowance.

Effective January 1, 2021, outside Public Works, Parks, Arenas, Water and Wastewater Facilities Operational and Maintenance, Landfill employees and Field Techs in the Engineering Department shall be provided an allowance of up to \$100.00 every two years for the purpose of purchasing winter rubber boots when supported by an appropriate receipt. Employees have the option of subsidizing safety footwear with rubber boot allowance.

ARTICLE 28 – TOOL ALLOWANCE

- 28.01 (a) As compensation for the use and replacement of personal tools required in the course of employment with the City of North Bay, the Corporation, upon receiving a valid receipt(s) dated within the year of the allowance, as proof of purchase, shall reimburse to each Mechanic, Mechanical Chargehand, Apprentice Mechanic, Sewer and Water Mechanic and W&WWF Industrial Millwright who has attained Level II of the Apprenticeship program, an annual amount as follows:

- January 1, 2019 \$740.00
- January 1, 2021 \$760.00
- January 1, 2022 \$780.00
- January 1, 2023 \$800.00
- January 1, 2024 \$820.00

The reimbursement will be payable by the Corporation to those eligible by November 1st of each year. Employees who have not completed at least one (1) full year as of November 1st will receive a prorated allowance.

- (b) The City agrees to supply specialized tools that will be available for use by employees while performing their work for the City.

ARTICLE 29 – STRIKES AND LOCKOUTS

- 29.01 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, Local 122 agrees that during the life of this Agreement there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no partial or complete lockouts.
- 29.02 An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a legal strike and failure to cross such picket line shall not be a violation of this Agreement or grounds for disciplinary action. Provided that this clause shall not apply to strikes in connection with contracts being performed for the City and provided that the Employer shall have the right to require an employee to cross such picket lines to provide essential or emergency service.

ARTICLE 30 – GENERAL

- 30.01 Abusive and profane language: Persons in authority must refrain from use of abusive language when addressing employees. Employees shall refrain from using profane language in or around dwellings and stores, etc., on the roads, or in the streets during working hours.
- 30.02 The parties agree in matters related to workplace accommodation, the Employer, Local 122 and employee have a shared responsibility to ensure an employee is returned to work as early as possible in a safe manner.
- 30.03 The Corporation shall, as organizational needs arise, implement training programs to enhance employees' skills to better meet the needs of the Corporation.
- 30.04 (a) The Corporation will place notices in the workplace advising of Training Opportunities concerning specific job related topics. Employees may submit an expression of interest to such training opportunities and such employees will be considered for the training.
- (b) The Corporation shall pay the cost of all legally required work related certificates and renewal fees, excluding costs associated to driver's licenses, so long as the employee meets the required qualification standards.
- 30.05 (a) Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine his personnel file and also to respond, in writing, to any document contained therein. Such reply shall become part of the permanent record.
- (b) An employee, upon request in writing, shall be provided with copies of any material contained in his personnel file pertaining to performance assessment or disciplinary matters.
- (c) Local 122 will have access to a terminated employee's personnel file and is entitled to obtain copies of any material in the file pertaining to

performance assessment and/or disciplinary matters if:

- i) A grievance challenging their termination has been filed by the terminated employee
- ii) Local 122 obtains prior written authorization from the terminated employee.

30.06 Whenever the singular or masculine is used in this Agreement, it shall be construed as if the plural or feminine had been used where the context of the party or parties thereto so require.

30.07 Where an employee, under the direction of the Employer, travels to or attends a training course or seminar outside their regular hours of work, such employee will come under the guidelines of the Corporation's policy.

ARTICLE 31 – PREGNANCY AND PARENTAL LEAVE

31.01 Pregnancy/Parental Leave shall be granted to an Employee as outlined in the Employment Standards Act as amended from time to time. During such leave, an Employee shall receive vacation credits, long service pay, and sick leave credits.

31.02 An employee who becomes pregnant must give their Department Head at least two (2) months' notice of the date pregnancy leave and/or parental leave is to begin and a medical certificate setting out the expected birth date.

31.03 It is agreed and understood that an employee returning to work after a pregnancy or parental leave shall provide the Employer, in writing, with a minimum notice of fourteen (14) calendar days.

31.04 Pregnancy and/or parental leaves of absence shall be without pay. However, the employee will continue to accumulate seniority during such periods of absence.

31.05 During the period of pregnancy leave or parental leave, the employee shall continue to participate in the following benefit plans unless the employee gives notice in writing that they do not intend to pay their contributions, if applicable.

1. O.M.E.R.S
2. Life Insurance
3. A.D. & D.
4. Extended Health
5. Dental
6. Long Term Disability
7. Except as provided for in Clause 18.05 an employee's participation in all other benefits referred to in this Agreement will be suspended during periods of pregnancy and/or parental leave.

ARTICLE 32 – CONDITIONS AND BENEFITS

- 32.01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Corporation and Local 122.
- 32.02 In order to provide job security, it is agreed that none of the work now assigned to and performed by the members of the Bargaining Unit shall be contracted out to others if such contracting out would result in a lessening of the members of the Bargaining Unit employed by the Municipality.
- 32.03 The Local 122 President and Recording Secretary and any employee(s) affected shall be given sixty (60) calendar days notice when the Corporation, by reason of technological change, is unable to provide work for a displaced employee at a comparable rate of pay in a comparable class of work. Within thirty (30) calendar days of receipt of such notice, the affected employee(s) shall elect one of the following options:
- (a) Accepting severance pay on the basis of one (1) week's pay at his regular rate for the position last occupied for each year of employment with the Corporation. It is understood and agreed that election of this option will be deemed to be a termination of the employee's employment with the Corporation and a forfeiture of all bargaining unit rights including the right to grieve such termination; or
 - (b) Foregoing the severance pay described above and electing instead to bump a less senior employee pursuant to the procedures set out in Article 9 of this Agreement.

ARTICLE 33 – COPIES OF AGREEMENT

- 33.01 Local 122 and Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the parties agree to share the cost of reproducing this Agreement in small booklet form. The parties agree to use an electronic copy of the legal version of the Collective Agreement.

ARTICLE 34 – MILEAGE ALLOWANCE

- 34.01 (a) An employee authorized by their Senior Manager of the Business Unit to use their personal automobile in the performance of their duties shall be paid as follows:

January 1, 2016 50¢/km

Three permanent Field Technicians shall be provided with vehicles.

ARTICLE 35 – LEGAL INDEMNIFICATION

- 35.01 (a) Subject to the other provisions of this Article, an employee charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of their duties as an employee shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charges.
- (b) Notwithstanding clause (a), the Employer may refuse payment otherwise authorized under clause (a) where the actions of the employee from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of their powers as an employee.
- (c) Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of their duties as an employee, they shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such an action in the following circumstances only:
- (1) Where the Employer is not joined in the action as a party and the Employer does not defend the action on behalf of it and the employee as joint tortfeasors at the Employer's sole expense.
 - (2) Where the Employer is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Employer and the employee is of the view that it would be improper for them to act for both the Employer and the employee in that action.
- (d) An employee whose conduct is called into question in the course of an inquiry under the Coroner's Act because of acts done in the attempted performance in good faith of their duties as an employee shall be indemnified for the necessary reasonable legal costs incurred in representing his interest in any such inquest in the following circumstances only:
- (1) Where the Employer does not provide counsel to represent the employee at the inquest at the Employer's expense; or
 - (2) Where the counsel provided by the Employer to represent either or both of them along with the employee is of the opinion that it would be improper for them to act for both the Employer and the employee in that action.
- (e) Where an employee intends to apply to the Employer for indemnification hereunder, the employee shall, with ten (10) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that they will not be represented by counsel retained by the Employer, apply in writing to the Employer or to the officer designated by the Employer to deal with such applications for approval to retain counsel and approval of the counsel to be so retained.
- (f) Where the Employer elects to provide legal counsel to defend an

employee in any legal proceeding covered by this provision, the cost of such counsel is the Employer's responsibility irrespective of the outcome of the proceedings.

- (g) For greater certainty, employees shall not be indemnified for legal costs arising from:
 - (1) grievances or complaints under this Collective Agreement;
 - (2) the actions or omissions of employees acting in their capacity as private citizens;
 - (3) discipline proceedings by the Employer.
- (h) For the purposes of this provision, an employee shall not be deemed to be "finally acquitted" if, as the result of charges laid, he is subsequently found guilty of, or pleads guilty to, other charges out of the same incident or incidents.
- (i) For the purposes of this provision, "necessary reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Employer's solicitor, and, in the case of dispute between the solicitor doing the work and the Employer's solicitor, taxation on a solicitor and client basis by a Taxing Officer.

ARTICLE 36 – APPRENTICE MECHANIC

The following information relays the suggested method of implementation in regards to the proposed apprentice mechanic position at Public Works.

1. POSTING / ADVERTISING:

The apprentice position should be posted internally first. Candidates must complete a suitable aptitude test from an outside source as agreed by both parties. If there are any interested internal candidates, they should be given first consideration. The minimum requirement for all candidates is that they must be eligible to participate in the Ontario Apprenticeship Program (must have completed Grade 12 or successfully completed an academic standard prescribed for the regulations by the trade). If there are no interested/qualified internal candidates, we would seek an external candidate, preferable someone who has already completed their required educational components.

2. PAY SCALE / LICENSE REQUIREMENTS:

Should the successful applicant already possess their "S" license, they would be started at 80% of the certified mechanics' wage upon commencement of the Apprenticeship program with the City.

The starting wage (year 1) would be 60% of the certified mechanics' wage and the wage scale will progress as follows as the apprentice works towards successful completion of the "T" license:

NOTE: A three-month evaluation will take place with no monetary effect. The purpose of this evaluation is to determine the Apprentice's suitability in the position.

A six month evaluation will be conducted and if all criteria are met, the Apprentice will be placed at 65% of the certified Mechanics' wage.

70% yr 2
80% yr 3
90% yr 4

Apprentice would remain at 90% upon completion of Provincial exam (must achieve successful completion of the Provincial exam by the 5-year mark at a maximum). Once the logbook for the "T" license is complete, and the apprentice has successfully passed the Provincial exams, they will be placed at the top rate. The maximum time frame to achieve this is 5 (five) years. As the levels are evaluated based on competency, the individual could reach the top rate sooner than the maximum number of years indicated.

3. STATUS / SENIORITY:

The apprentice will be treated as a temporary full time employee and benefits will be administered accordingly.

If the apprentice is an external hire, they would accumulate seniority hours as an apprentice, which would be credited to them at the point at which they become fully certified and accept permanent full time employment as a Mechanic with the City of North Bay. Internal hires would simply continue to accrue seniority.

4. TERMINATION:

Should the apprentice fail to meet expectations set out by the Province and/or the City of North Bay, the employer has the right to terminate the individual. If the successful applicant is an internal hire, they would be allowed a one-year time period during which they could revert to their previously held position.

There will be an understanding that the apprentice must have reached full certification as a licensed "T" mechanic within the 5-year timeframe. Failure to comply with this requirement may result in termination.

5. BIDDING RIGHTS:

During the entire duration of training, the apprentice will be ineligible to bid on any internal bulletined positions.

Once certified as a Mechanic, they will be required to stay in this position with the City and will not be allowed to bid out to any other position for a minimum of one (1) year.

There may be an exception where bidding to a Mechanical Chargehand position. The apprentice will be eligible for overtime during any part of the training period.

6. MENTORSHIP AND LOGBOOK RECORDING:

At all times a Licensed Mechanic will be assigned to mentor the apprentice and will be responsible for verifying qualifications. The Licensed Mechanic will sign off in the

logbook once the skill sets have been identified and completed.

In order to ensure timelines and requirements are being met between the mechanic shop and apprentice, follow-up evaluation meetings will be set on a monthly basis for the first quarter of the apprenticeship. Meetings will be held quarterly thereafter between the Office Manager, Mechanical Supervisor, Chargehand and apprentice. (Documentation must be kept)

7. ENROLLMENT / BOOKS / COMPETENCY EXAMS:

The City will agree to pay the difference between what the Ministry pays approximately (90%) and the remaining cost approximately (10%). This amount will be payable upon proof of successful completion of each level of the course.

There are 40 days of schooling per year and the cost per day is \$62.30. The Ministry currently asks the apprentice to pay \$10.00 per day (\$400 per year).

The City will agree to reimburse the Apprentice the cost of the competency exam(s) upon successful completion of such exam(s).

8. NON-COMPLIANCE WITH PROGRAM REQUIREMENTS:

This is a requirement of the program and not participating would result in removal from the program. We would request that attendance sheets be completed by the professor and submitted on a weekly basis (like a timecard). Any time missed would not be paid. Regular attendance is mandatory and failure to comply may result in termination from the apprenticeship program.

9. PAYMENT FOR SCHOOL TIME:

The employee must participate in the Day Release Program as opposed to the Block Release. The Day Release is what is offered at Canadore and it is the program which offers the most suitable schedule for training. The City would agree to pay for school time on this basis. It would be understood that any time missed would not be paid. Once again, we would rely on the signed attendance sheets.

If the employee leaves the Corporation at any time during that period, they would be required to reimburse the Corporation for the training costs on a prorated basis.

10. HOURS OF WORK:

The City agrees to pay for the school time as long as we follow the guidelines mentioned above.

The Apprentice shall work on a rotated shift schedule as pre-determined by the Supervisor of Fleet.

11. TOOL ALLOWANCE:

The City will provide an initial, one time, up front allowance in the amount of \$1000 to the Apprentice. This allowance shall be used to purchase tools as specified on a predetermined list which will be supplied.

Receipts must be provided for all initial purchases from the \$1000 allowance.

Annual allowances thereafter shall occur as outlined in Article 28.01 of the Collective Agreement.

Should the Apprentice fail to meet the specified guidelines outlined in the Apprenticeship program, or choose to leave the program prior to completion, they will be responsible for reimbursing any and all associated tool costs.

12. CLOTHING:

The City will provide a clothing allowance as outlined in Article 27 of the Collective Agreement.

13. APPRENTICESHIP GUIDELINES:

The parties agree to review and modify the specifications outlined in this Agreement and to discuss revisions to this Letter of Understanding as required.

ARTICLE 37 – BUILDING INSPECTOR

Whereas the Ontario Building Code requires Building Officials to undergo mandatory qualification and registration which involves the successful completion of eleven (11) courses; the following will apply:

Employees will have five (5) years from the commencement of full time employment as a Junior Plan Examiner to become Ministry qualified and registered as a Building Inspector as a condition of continued employment. The City of North Bay will support training and qualification opportunities.

Once the Junior Plan Examiner meets the requirements of the Building Inspector I job description and the qualifications of the Ministry, the position will be reclassified as Building Inspector I and will be registered as a Building Inspector as per the Ontario Building Code requirements.

Upon achieving qualification and registration in all categories, the Building Inspector I will be reclassified as Building Inspector II.

In the event that an employee does not complete the above requirements as per this agreement, they will be eligible to exercise their seniority as per Article 9.

ARTICLE 38 – TERMS OF AGREEMENT

38.01 This Agreement shall be binding and remain in effect from January 1, 2020 to December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice, in writing, during the period ninety (90) days prior to the 31st day of December in any year that it desires its termination or that it be renegotiated in whole or in part.

38.02 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.


38.03 In the event that one (1) party to this Agreement shall give notice to the other party pursuant to section 38.01 that it desires to negotiate the Agreement in

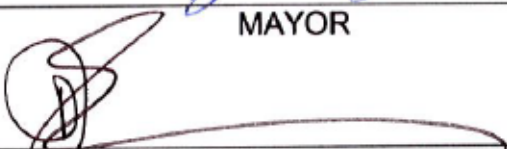
whole or in part, the parties to the Agreement shall meet at a time mutually agreed upon, however, such meetings shall take place not later than thirty (30) days following the date of notice pursuant to section 38.01 and the parties agree to bargaining in good faith.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 22nd day of September, 2021.

SIGNED, SEALED AND DELIVERED

In the presence of:


THE CORPORATION OF THE CITY OF NORTH BAY

MAYOR


CHIEF ADMINISTRATIVE OFFICER

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 122**



Brent Lavigne (Sep 22, 2021 15:24 EDT)



April Adams (Sep 22, 2021 16:19 EDT)

CM Lead



Mike Pigeau (Sep 22, 2021 16:57 EDT)



Jamie Carrier (Sep 23, 2021 09:34 EDT)



Paul Boyer (Sep 23, 2021 06:54 EDT)

APPENDIX “A”

**TO THE AGREEMENT BETWEEN THE CORPORATION
OF THE CITY OF NORTH BAY**

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 122

HOURLY EMPLOYEES 2020-2024

GRADE	POSITION	2020 HRLY RATE	2021 HRLY RATE	2022 HRLY RATE	2023 HRLY RATE	2024 HRLY RATE
2	Labourer (Bus Wash)	\$24.71	\$24.86	\$25.01	\$25.38	\$25.83
	Labourer (Mech)					
	Labourer (Roads)					
	Labourer (S&W)					
	Truck Driver < 18k GVW					
	Labourer					
3	Elephant Vac Op	\$25.25	\$25.40	\$25.55	\$25.93	\$26.39
	Labourer (Equip Serv)					
	Labourer (Landfill)					
	Labourer (Traffic)					
	Labourer (Weigh Scale Attend)					
	Tank Car Op (S&W)					
4	Arena Maintenance Person II	\$26.04	\$26.20	\$26.35	\$26.75	\$27.22
	Compressor & Jack Hammer Op					
	Loader & Backhoe Op (Roads)					
	Sander Operator (Roads)					
	Sander Operator/Labourer (Traffic) 6/6					
	Snowblower Operator					
	Truck Driver > 18k GVW					
	Utility Tractor Operator					
5	Arena Maintenance Person I	\$26.83	\$26.99	\$27.16	\$27.56	\$28.05
	Cement Finisher					
	Heavy Duty Loader Backhoe Operator (S&W)					
	Loader Operator (Yard)					
	Loader Backhoe Operator					
	Snowplow / Truck Driver > 18k GVW					
	Snowplow Operator					
	<i>(Tandem Sander/Plow Operator additional \$.25 per hour)</i>	\$27.09	\$27.25	\$27.41	\$27.82	\$28.31
6	Excavator Operator	\$27.64	\$27.80	\$27.97	\$28.39	\$28.88
	Grader Operator					

	Heavy Duty Loader Operator with Ext Boom (S&W)/(Parks)					
	Heavy Duty Loader BackhoeOp (Roads)					
	Loader Backhoe & Ext Boom (S&W)					
	Landfill Attendant					
	S&W OIT					
	Sewer Cleaner Operator					
	Spareboard Operator					
	Transit Operator					
	Turf Operator					
	Water Wastewater Facilities – OIT					
	Traffic Sign & Marking Technician (Roads)					
	S&W OIT/Utility Tractor Operator (Roads) 6/6					
	Snowplow/Traffic Sign & Marking Tech					
	Utility Loader					
	Heavy Equipment Operator (Roads)					
7		\$28.43	\$28.60	\$28.77	\$29.20	\$29.71
8	Carpenter Class II (Roads)	\$29.23	\$29.41	\$29.58	\$30.03	\$30.55
	Carpenter Class II (Parks)					
	Light Equip Maint Person					
	Landfill Operator					
	S&W Heavy Equipment Operator (OIT)					
9	Electrician	\$30.02	\$30.20	\$30.38	\$30.84	\$31.38
	S&W Operator					
	Certified Sewer Cleaner Operator					
	Operator HHW					
	Water & Wastewater Facilities – Operator					
	Second Class Chargehand					
	S&W Heavy Equipment Operator (level 1)					
	Horticulture Operator					
	WWF & Distribution/Collection Operator					
	Parks Maintenance Operator					
	Water Meter Maintenance Operator					
10	Licensed Mechanic	\$30.83	\$31.01	\$31.20	\$31.66	\$32.22
	S&W Chargehand					
	S&W Mechanic					

	Water & Wastewater Facilities – Industrial Millwright					
	First Class Chargehand (Parks)					
	Carpenter Class 1					
11	Water & Wastewater Facilities – Instrument SCADA Technician	\$31.62	\$31.81	\$32.00	\$32.48	\$33.05
	Water & Wastewater Facilities SCADA Electrician					
	Mechanical Department Chargehand					
	Mechanical Department Chargehand – Fire					
	Mechanical Department Chargehand - Warranty					
	Central City Coordinator					
	Water & Wastewater Facilities – Industrial Millwright Chargehand					
	WWF - Operator					
12	Water & Wastewater Facilities – Operator II	\$32.68	\$32.88	\$33.08	\$33.57	\$34.16
	Signal Technician					
	WWF - Maintenance Chargehand					

APPENDIX “A”

**TO THE AGREEMENT BETWEEN THE CORPORATION OF
THE CITY OF NORTH BAY**

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 122

SALARIED EMPLOYEES 2020-2024

GRADE	POSITION	2020 HRLY RATE	2021 HRLY RATE	2022 HRLY RATE	2023 HRLY RATE	2024 HRLY RATE
2	Custodian	\$24.71	\$24.86	\$25.01	\$25.38	\$25.83
3		\$25.25	\$25.40	\$25.55	\$25.93	\$26.39
4	Information Clerk Receptionist Admin Assistant (Mailing)	\$26.04	\$26.20	\$26.35	\$26.75	\$27.22
5	Clerk Cashier (T&W) Admin Assistant (Bldg) Admin Assistant (Fire) Admin Assistant (Memorial Gardens) Admin Assistant Admin Assistant (Admin) Admin Assistant (LS) Watermeter Person Warehouse Person Admin Assistant – W&WW	\$26.83	\$26.99	\$27.16	\$27.56	\$28.05
6	Accounting Clerk (Banks) Accounting Clerk (A/R) Accounting Clerk (A/P) Finance Clerk Transit Clerk POA Admin Support Clerk Parking/POA Clerk Water Meter Clerk Engineering Tech III Field Tech II Facility Maintenance Person Clerk Cashier (Arenas) Admin Assistant – W&WWF Bldg Maintenance Chargehand Parking Meter Service Person Customer Service Clerk Customer Service Clerk (Licensing) Junior Plan Examiner	\$27.64	\$27.80	\$27.97	\$28.39	\$28.88

	Treasury Clerk (PAC)					
	Treasury Clerk (Water)					
	Treasury Clerk (Tax & Mortgage)					
	Admin Assistant (E&ES)					
	Admin Assistant (Finance)					
	Admin Assistant - Fleet Timekeeper					
	Bldg Maintenance Person					
	Admin Assistant (Building)					
	Clerk (Finance)					
7	Clerk Dispatcher (PW & Parks)	\$28.43	\$28.60	\$28.77	\$29.20	\$29.71
	Head Cashier					
	Admin Assistant (Planning)					
	Records Clerk Timekeeper					
	Admin Assistant (Econ Dev)					
	Court Clerk Monitor					
	IS Graphic Design Clerk					
	Fleet Parts Technician					
	Stores Clerk					
	POA Collections Clerk					
	Clerk Dispatcher (Parks)					
	Admin Assistant (Deputy Registrar)					
	Treasury Clerk (Adjustments)					
8	Budget Analyst	\$29.23	\$29.41	\$29.58	\$30.03	\$30.55
	Admin Assistant (Licensing)					
	Admin Assistant (Fire)					
	Admin Assistant (Infrastructure & Operations)					
	Admin Assistant (Financial Services)					
	Admin Assistant (WWF)					
	Admin Assistant (Planning & Building Services)					
	Admin Assistant (Economic Development)					
	Admin Assistant – Coun Sec					
	Engineering Tech II					
	Payroll Clerk					
	Admin Assistant (Clerical)					
	Buyer					
	Fleet Analyst					
9		\$30.02	\$30.20	\$30.38	\$30.84	\$31.38

10	Building Inspector I	\$30.83	\$31.01	\$31.20	\$31.66	\$32.22
	Engineering Tech I					
	Warranty Central Store Analyst					
11	Field Tech I	\$31.62	\$31.81	\$32.00	\$32.48	\$33.05
12	Building Inspector II	\$32.68	\$32.88	\$33.08	\$33.57	\$34.16

APPENDIX “B”

TO THE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF NORTH BAY

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 122

The terms and conditions of the Collective Agreement shall apply to part-time employees except as hereinafter provided:

1. ARTICLE 2(a) – DEFINITION

A part-time employee shall mean one who has satisfactorily completed a probationary period of sixty (60) working days who has been assigned to a job classification within the bargaining unit and who is thereafter normally employed on a regular basis for less than twenty-four (24) hours weekly.

Part-time employees may work more than twenty-four (24) hours per week on a temporary basis to cover absences due to illness, vacations, and leaves of absence and still retain part-time status. Assignments relative to this type of absence shall be for periods not exceeding six (6) months. Where it is known that such assignments will exceed a continuous period of thirty (30) calendar days, the posting provisions of Article 10 shall apply.

ARTICLE 2(b)

The Employer agrees that notwithstanding the provision of this Article and Clause 8.04 of this Agreement, an employee who is employed in a classification a sufficient number of days in total during any twelve month period so as to satisfy the requirements of the probationary period as specified in Article 2 (a) of this Appendix; the employee shall receive credit for such days worked and such days shall be applied against the probationary period notwithstanding that the period of employment has not been continuous and that the employee had been terminated between terms of employment.

ARTICLE 2(c)

Where an employee changes classification during the probationary period a new probationary period will be applied.

2. ARTICLE 8 – SENIORITY

- a) The seniority of a part-time employee shall be established as the date of hire following the successful completion of the employee’s probationary period.
- b) In addition to the provisions of clause 8.04 of this Agreement, a part-time employee shall lose seniority in the event they are not called to work by the employer for a period of twenty-four (24) consecutive months.

- c) (i) Part time employees will be removed from the seniority list when the employee refused or is not available for work for four (4) consecutive occurrences without providing reasons acceptable to the employer. The Employer shall provide to the employee and the Chief Steward or designate of Local 122 a notice after two (2) consecutive occurrences have occurred.
- (ii) It is further agreed that, should an employee refuse or be unavailable for work on more than one (1) occurrence within a calendar day (midnight to 11:59p.m.), only one (1) occurrence will be considered under (i) above.
- d) In applying this provision, the determination of vacation or any other benefit will be based on actual compensated service.

2080 hours – for a part-time employee working in a job classification where the regular weekly hours of work are 40.

1820 hours – for a part-time employee working in a job classification where the regular weekly hours of work are 35.

3. ARTICLE 9 - LAY-OFFS AND RECALLS

The provisions of Article 9 shall apply to a part-time employee except that the “ten (10) working days’ notice prior to the effective date of lay-off” shall be considered to be amended in the case of a part-time employee to read “fourteen (14) calendar days’ notice prior to the effective date of lay-off.”

4. ARTICLE 14 – HOURS OF WORK

- 14.01 Part-time employees who are scheduled to work shall be scheduled in order of seniority and by classification.
- 14.03 A part-time employee shall be eligible for a fifteen (15) minute break period on the basis of one (1) break for each four (4) hours the employee is scheduled to work.
- 14.04 A part-time employee who reports for work on a scheduled working day and is sent home for any reason shall be guaranteed payment of two (2) hours at his regular rate.
- 14.07 A part-time employee shall be paid the split shift premium for all hours worked on the second half of a designated split-shift for which a regular driver would otherwise have entitlement.

5. ARTICLE 15 – OVERTIME

- 15.01 A part-time employee shall be paid the overtime rate of time and one-half (1- 1/2X) his basic wage rate for all hours worked;
 - 1) in excess of eight (8) hours per day except that a part-time employee working in a salaried classification regularly working seven (7) hours per day shall be paid overtime for all hours worked in excess of seven (7) hours per day.

- 2) in excess of forty (40) hours per week except that a part-time employee working in a salaried classification regularly working thirty-five (35) hours per week shall be paid overtime for all hours worked in excess of thirty-five (35) hours in any calendar week.
- 3) the overtime rate for a part-time employee shall be calculated at one and one-half (1- 1/2X) the regular basic rate for the classification and shall not include the premium paid to the employee in lieu of benefits.
- 4) part-time employees shall not be eligible to participate in the overtime sign up system and preference will be given to full-time employees, by the Employer, when assigning scheduled overtime.

15.02 – Shall not apply to part-time employees.

15.03 – Shall not apply to part-time employees.

15.07 – Shall not apply to part-time employees.

6. ARTICLE 17 – STATUTORY HOLIDAYS

17.02 Each part-time employee shall be entitled to a holiday with pay on each of the days listed in Clause 17.01 or shall receive the equivalent of his regular day's pay in accordance with the Employment Standards Act.

17.05 Shall not apply to part-time employees.

7. ARTICLE 18 – VACATION

The provisions of this Article shall not apply to part-time employees.

Part-time employees shall be paid four per cent (4%) vacation pay pursuant to the Employment Standards Act. Upon completion of 4160 hours of employment for employees working in a classification which normally works forty (40) hours per week and upon the completion of 3640 hours of employment for employees working in a classification which normally works thirty-five (35) hours per week, the employee shall be paid vacation pay at the rate of five point seven seven per cent (5.77%) annually. At such time as a part-time employee achieves five (5) years of service, the employee shall be paid vacation pay at the rate of six per cent (6%). Such payments will be included with each regular pay.

8. ARTICLE 19 – SICK LEAVE

The provisions of this Article shall not apply to part-time employees.

9. ARTICLE 23 – WORKERS' COMPENSATION

The provisions of this Article shall not apply to part-time employees.

10. ARTICLE 24 – LONG SERVICE PAY

The provisions of this Article shall not apply to part-time employees.

11. ARTICLE 26 – EMPLOYEE BENEFITS

26.01(a) A part-time employee shall not be eligible to participate in the benefits outlined in Article 26 of this Agreement.

An allowance equivalent to eight (8%) of the employee's regular wage rate will be paid to the employee in lieu of benefits. Such payment in lieu of benefits will be reduced by the amount of the Employer's contributions to O.M.E.R.S. on the employee's behalf, should an eligible part-time employee elect to participate in the O.M.E.R.S. Plan.

26.01(b) A part-time employee selected as the successful applicant for a temporary full-time position with an anticipated duration of three (3) months or longer will participate in the employee group benefit plans identified in Article 26 to this Agreement. In such instances, the eight (8%) allowance in lieu of benefits shall cease upon the employee's appointment to the full-time position. An employee's participation in the employee group benefit plans shall cease upon the employee reverting to part-time status except that such employee shall continue to participate in the O.M.E.R.S. Pension Plan pursuant to the regulation of that plan.

12. ARTICLE 27 – CLOTHING

The provisions of Articles 27.02 and 27.03 shall apply to a part-time employee upon completion of the employee's probationary period.

13. ARTICLE 28 – TOOL ALLOWANCE

A part-time employee shall be eligible to receive tool allowance prorated on the number of hours worked by the employee during the current calendar year in a classification eligible to receive tool allowance.

APPENDIX “C”

**TO THE AGREEMENT BETWEEN THE CORPORATION OF
THE CITY OF NORTH BAY**

**AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 122**

There will remain two (2) persons per shift in the Bus Wash.

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE CORPORATION OF THE CITY OF NORTH BAY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 122**

The parties agree as follows:

A rate of 30 cents per hour shall be added to the hourly rates of Sewer and Water Operators, Backhoe and Excavator Operators, and Millwrights in the Sewer and Water Department for each certification in Water Distribution and Waste Water Collection above Level 1.


For the W&WWF Operators in Training, Operators, W&WWF Industrial Millwrights, Scada Technician, and Scada Electrician positions premium pay will apply only to certificates obtained which are higher than the posted/required qualifications of the position. Premium pay will apply at a rate of 30 cents per hour added to hourly rates for each certification in Water Distribution, Wastewater Collection, Water Treatment and Wastewater Treatment.

Signed at North Bay, Ontario, this 22nd day of September 2021.

For CUPE Local 122:

For the City of North Bay:

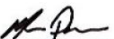

Brent Lavigne (Sep 22, 2021 15:24 EDT)





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Mike Pigeau (Sep 22, 2021 16:57 EDT)


Jamie Carrier (Sep 23, 2021 09:34 EDT)


Paul Boyer (Sep 23, 2021 06:54 EDT)

LETTER OF UNDERSTANDING

Between

CUPE Local 122-1

And

The Corporation of the City of North Bay

RE: Winter Control Program

The City of North Bay Public Works & Service Division adheres to the level of service as outlined in O.Reg. 239/02 Ontario Minimum Maintenance Standards and/or any other relevant legislation for municipal highways.

- 1) The Corporation will establish the commencement and completion of the Winter Control Program and post vacancies for positions not filled by employees of the Roads Department.
- 2) Employees assigned to a Roads position, either permanent or temporary, at the time of winter control are considered part of the winter control program and are required to participate in the program. Generally speaking, the following process will be followed in filling positions required under the Corporation's Winter Control Program:
 - a) Snowplow Operators: Employees occupying Truck Driver positions within Roads will be canvassed in order of seniority to determine which position they wish to choose. (Monday to Friday Schedule or Rotating Shift Schedule)
 - b) Trackless Vehicle Operator: Employees occupying these positions prior to the commencement of Winter Control will continue as a Trackless Operator under the Winter Control Program.
 - c) Backhoe/Loader/Grader Operators: These positions and their incumbents are automatically considered as part of the Winter Control Program.
 - d) Tandem Operators: These positions required under the Winter Control program will be posted.
 - e) Labourers: These positions and their incumbents are automatically considered as part of the Winter Control Program.

In the event an employee fails to elect or bid on a winter control position, such employee may be assigned to a Winter Control position or the employer may discontinue a bulletin or exercise other options to remain within the required WinterControl complement.

- 3) Unless otherwise provided, the regular hours of operation for Winter Control will be 0730 hours to 1600 hours, 5 days per week, Monday to Friday with a one-half hour unpaid lunch.

- a) In the event the services of Winter Control personnel are required prior to 0730, the Corporation may notify such employee of their requirement to report to work before the commencement of their regular shift. In such cases, the start of a shift may commence up to 0400 hours and the effected employees will be paid straight time wages for the first 8 hours of operation. Under these circumstances, where an employee is called into work earlier than their normal start time, such employee will be eligible for a twenty (20) minute paid lunch to be taken en route. When an employee works more than eight (8) hours, all time after eight (8) hours will be paid at the overtime rate of time and one-half. In addition to regular wages, as per Article 16.01 shift premiums will be paid as follows:

16.01 (b) For employees working shifts other than regular day shifts:

- (i) \$.85 per hour for each hour worked outside of the regular work hours for the department (from the normal quitting time until midnight) for which the employee is not entitled to overtime.
 - (ii) \$.95 per hour for each hour worked between midnight and the regular day shift start time for the department for which the employee is not entitled to overtime.
- b) In the event Winter Control personnel are required prior to 0730 for snow bank removal operations, the Corporation will provide twelve (12) hours' notice to the affected employees. Should twelve (12) hours' notice not be given for snow bank removal operations, the affected employees will be paid overtime for the hours worked prior to 0730.

- 4) In cases where employees are required to report to work prior to 0400 hours, all time prior to the commencement of the normal starting time of 0730 hours will be compensated at the overtime rate of time and one-half after which straight time hours will be paid for hours worked during the normal shift. Under this Agreement, call-ins made between 0330 and 0400 will not be considered overtime.

- 5) Employees working under the Winter Control Program, are expected to accept call-ins, which require them to report to work prior to the commencement of their regular shift. In the event an employee fails to accept or is unavailable to accept a call, the following will occur:

- 1st Occurrence: No pay for the time missed, employee's shift is considered to have commenced at the original call in time and a letter to file will be issued.
- 2nd Occurrence: Loss of pay for the entire shift plus a letter to file will be issued.
- 3rd Occurrence: Loss of pay for the entire shift plus a three (3) day suspension.
- 4th Occurrence: Loss of pay for the entire shift, five (5) day suspension,

Note: (i) In the case of Part-time employees, such employees will be terminated following the fourth (4) consecutive occurrences without providing reasons acceptable to the employer. The Employer shall provide to the employee and the Chief Steward or designate of Local 122 a notice after two (2) consecutive occurrences have occurred.

- (ii) In applying these principles of progressive discipline, management reserves the right to adjust the discipline based on the particular circumstances associated to each case.
- 6) To facilitate the call in process, employees will be able to provide up to two (2) telephone numbers. It is the responsibility of the employee to ensure such numbers are current and on record. When attempting to contact employees, each telephone number will be called once.
- 7) During the Winter Control period, employees calling dispatch prior to the discontinuance of the evening dispatch shift, advising they are unable to report to work due to illness on their immediate next shift, will not be called in for an early shift as contemplated under section 4 of this Agreement.
- 8) In the event that additional staff is required to supplement or replace the established complement the following will transpire:
 - a) Existing qualified staff who normally participate in the Winter Control Program will be temporarily upgraded.
 - b) A Winter Control Part-time pool consisting of six (6) Part-Time Operators who are qualified to operate the required equipment will be established.
- 9) With respect to the Winter Control Part-Time Pool the following will apply:
 - a) Existing part-time employees, at the time of the posting of Winter Control positions, will be given the opportunity to apply to the Winter Control Part-time Pool.
 - b) Employees hired into the Winter Control Part-time pool and who hold part-time status at the time of the posting of subsequent Winter Control positions, will automatically be considered in the Winter Control part-time pool and subject to the provisions applicable to such status.
 - c) As per Article 10.06, existing part-time employees successfully bidding to the Winter Control Part-time Pool will be eligible to revert to their previous part-time status within the 30-day trial period. If the Corporation, judges the employee's performance unsatisfactory within the 30-day trial period, they will be reverted to their previous part-time status.
 - d) Employees within the Winter Control Part-Time Pool will be eligible to bid on any permanent position within the Corporation or any temporary bulletins associated to Winter Control positions.
 - e) At the conclusion of Winter Control, employees assigned to the Winter Control Part-time Pool will revert to their regular part-time list.
 - f) Unless otherwise specified, the provisions of Appendix "B", of the current Collective Agreement will apply to employees hired into the Winter Control Part-time Pool.
- 10) Winter Control Part-time employees will be eligible to work beyond the 24 hours per week established under Appendix B of the Collective Agreement, if such employees

are covering absences due to illness, vacations, leaves of absence, if assigned to a temporary vacancy not exceeding the duration of the winter control period, or if required to supplement the existing staff complement. Work assigned to Winter Control Part-Time Employees will be distributed equally. In the application of this clause, it is understood, Winter Control Part-Time employees may be utilized prior to assigning overtime during the period Sunday to Saturday.

- 11) Winter Control Part-time employees will be eligible for overtime, only in cases where regular staff is not available.
- 12) Prior to the commencement of the Winter Control season, the Corporation intends to implement a system of Equipment Operator Training and Testing in order to meet Winter Control requirements. The parties agree to work together in establishing this process.
- 13) The terms of this Agreement will remain in place until the parties mutually agree to make modifications.
- 14) In the application of this Agreement, unless otherwise specified, the provisions of the Collective Agreement are applicable.

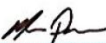
Signed at North Bay, Ontario, this 22nd day of September 2021.


For CUPE Local 122:


Brent Lavigne (Sep 22, 2021 15:24 EDT)


April Adams (Sep 22, 2021 16:19 EDT)

CM Lead


Mike Pigeau (Sep 22, 2021 16:57 EDT)


Jamie Carrier (Sep 23, 2021 09:34 EDT)


Paul Boyer (Sep 23, 2021 06:54 EDT)

For the City of North Bay:





LETTER OF UNDERSTANDING

RE: Student Employees

The Corporation and Union support the hiring of students during regular school vacation periods and recognize the importance of supporting the continuation of this practice. This letter is in reference to those student positions, which are created to supplement the regular bargaining unit staff during traditional school vacation periods.

DEFINITION OF STUDENT:

A student is defined as an employee currently enrolled in an educational institution, returning to an educational institution and who is on a regular school vacation and/or coop placement program. The rate of pay for a student will be defined under the Student Salary By-law as defined by Council.

COLLECTIVE AGREEMENT:

The provisions of the Collective Agreement do not apply to students.

WORK ASSIGNMENT:

Work performed during or resulting from the hiring of students shall not result in lay-off, demotion or displacement of any employee in the bargaining unit.

Both parties agree that students will be hired to assist the workforce of the City and that part-time employees will be given preference over students for leave of absences.

Students will not be placed above the position of labourers or equivalent.

Signed at North Bay, Ontario, this 22nd day of September 2021.


For CUPE Local 122:


Brent Lavigne (Sep 22, 2021 15:24 EDT)


April Adams (Sep 22, 2021 16:19 EDT)

CM Lead


Mike Pigeau (Sep 22, 2021 16:57 EDT)


Jamie Carrier (Sep 23, 2021 09:34 EDT)


Paul Boyer (Sep 23, 2021 06:54 EDT)

For the City of North Bay:


Sandra Baulonger


Wilson

LETTER OF UNDERSTANDING

RE: Landfill Schedules

The parties agree, within six months of the ratification of the collective agreement, to establish a working group to examine all concerns and opportunities regarding the Landfill schedules with a focus on minimizing the impact on the Landfill staff and the services at the Landfill.

3 Committee members will be selected by CUPE Executive and 3 Committee members will be selected by Landfill Management.

The parties agree this Letter of Understanding expires January 31, 2021.

Signed at North Bay, Ontario, this 22nd day of September 2021.

For CUPE Local 122:


Brent Lavigne (Sep 22, 2021 15:24 EDT)


April Adams (Sep 22, 2021 16:19 EDT)

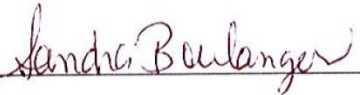
CM Lead


Mike Pigeau (Sep 22, 2021 16:57 EDT)


Jamie Carrier (Sep 23, 2021 09:34 EDT)


Paul Boyer (Sep 23, 2021 06:54 EDT)

For the City of North Bay:


Sandra Baulanger


J. Wilson

MEMORANDUM OF AGREEMENT RE: ARTICLE 10.05

In the event of an external hire, the Corporation may replace an employee on an approved leave of absence, Long Term Disability, or Workplace Safety Insurance for the lesser of the duration of the leave or twelve (12) months (18 months in the case of pregnancy or parental leave in accordance with the ESA), with a substitute employee who shall not acquire seniority status during the aforementioned period.

In the event the employee on an approved leave as outlined above requires an additional period of absence, the Corporation and the Union will review the circumstances surrounding the leave of absence and mutually agree on the appropriate action to follow. In cases where it may be determined that the employee is unable to return to work, the position will be posted as required by the collective agreement.

The temporary period may be extended beyond 12 months (18 months in the case of pregnancy or parental leave in accordance with the ESA) on mutual agreement between the parties. Agreement to an extension of this period will not be unreasonable withheld. In the event an extension is granted, the employee will be subject to all provisions of the collective agreement.

Except as herein provided for, time worked by a substitute employee will not count toward the probationary period outlined in Article 2 and Appendix B of the collective agreement. Substitute employees will be paid wages in accordance with the provisions of the collective agreement and will pay union dues. Substitute employees in a position identified for layoff will be terminated prior to a layoff outlined in Article 9.

Substitute employees will receive holidays and vacation in accordance with the provisions of the Employment Standards Act. Substitute employees will not be considered for other positions in the bargaining unit in accordance with the provisions of Article 10 of the collective agreement unless permanent and probationary employees have not been successful applicants for the position.

Substitute employees will be considered for vacant positions for which they have the ability, knowledge, training, aptitude and skill before external candidates are considered.

Substitute employees shall not be eligible to apply for or bid to another temporary position or temporary vacancy unless the end date of the temporary position they currently occupy is known and it is within one (1) month of the end date of the substitute appointment.

When, within three (3) months of the end date of the substitute appointment, a substitute employee is appointed permanently, as a result of the posting procedure outlined in Article 10, to the position in which they worked as a substitute employee, they shall attain seniority status back to the date of hire in such substitute position provided that the length of service satisfies the normal probationary period, then the individual will be required to serve a probationary period for such days as they are deficient from the normal probationary period. For the purposes of vacation entitlement, the seniority date shall be the date of first hire and no other benefits shall be retroactive.

It is further agreed if a substitute employee is, with the consent of the Union, continued in the employ of the Corporation beyond twelve (12) consecutive months (or 18 months in the case of pregnancy/parental leave in accordance with the ESA), they shall acquire seniority status back to the date of hire.

The parties acknowledge that substitute employees are subject to all of the provisions of the collective agreement, except as specifically prescribed in the agreement and as follows:

- 2:01 (iii)
- Article 7
- Article 8
- Article 9
- Article 10, except 10.03 and 10.04
- Article 17
- Article 18
- Article 19
- Article 20
- Article 23
- Article 24
- Article 26
- Article 31
- Article 32

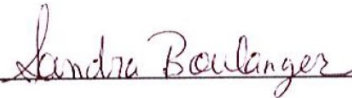
Appendix B – all clauses relevant to the above exclusions

Signed at North Bay, Ontario, this 22nd day of September 2021.


For CUPE Local 122:

For the City of North Bay:



Brent Lavigne (Sep 22, 2021 15:24 EDT)


Sandra Baulanger


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