

**COLLECTIVE AGREEMENT**

**BETWEEN  
THE CORPORATION OF THE CITY OF STRATFORD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1385**

**1 JANUARY 2018  
TO  
31 DECEMBER 2020**

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This Agreement made this 3<sup>rd</sup> day of August, 2018

BETWEEN:

**THE CORPORATION OF THE CITY OF STRATFORD**

(Hereinafter called the Corporation)

PARTY OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1385**

(Hereinafter called the Union)

PARTY OF THE SECOND PART

**ARTICLE 1: PURPOSE**

It is the purpose of this Collective Agreement to set out certain specific conditions of employment and to provide machinery for the prompt disposition of grievances.

**ARTICLE 2: MANAGEMENT RIGHTS**

The Union acknowledges that it is the exclusive function of the Corporation to:

- a) Maintain order, discipline and efficiency, and to establish rules to govern the conduct of employees;
- b) To hire, retire, discharge, direct, classify, transfer, promote, demote, suspend, lay off, recall and discipline employees, provided that a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure herein;
- c) Generally manage the enterprise in which the Corporation is engaged at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the services to be provided, the methods of providing these services, schedules of work, kinds and locations of equipment to be used, processes of work, the control of any material to produce these services, and the extension, limitation, curtailment or cessation of any operation, and all other matters concerning the operation of the Corporation's business not specifically dealt with elsewhere in this Agreement.

**ARTICLE 3: RECOGNITION**

- a) The Corporation recognizes the Union as the bargaining agent for all of the Corporation's employees save and except, those employees represented by subsisting collective agreements, students employed during the school vacation period, students in co-op programs, and employees in management and administrative positions exempted by virtue of the provisions of Section 1 of the Ontario Labour Relations Act.

The employer shall notify the Union in writing immediately upon approval of the following:

When a new permanent position is created which could be inside or outside the bargaining unit (Note: this does not include other bargaining group positions).

When a position in the bargaining unit is not going to be filled or a position is to be removed from the bargaining unit, the union notification will be no less than sixty (60) days before the action is taken.

New or revised job descriptions will be provided to the Union as soon as they are developed, but in any event prior to any action taken to fill the position.

b) Supervisory Staff:

Supervisory staff of the Corporation shall not perform the duties which are normally carried out by employees covered by this Agreement, except for emergencies.

c) (i) The types of casual labour so exempted from the Collective Agreement are hired on an irregular basis or for short periods of time or for seasonal situations only to augment the regular work force in times of special need and are **currently listed on Schedule B and below**.

(ii) The Corporation may hire casual labour for work at the arenas on the following terms and conditions:

1. Such employees shall be called Recreation Facility Operator Assistants and shall assist the Recreation Facility Operators.
2. The duties of the Recreation Facility Operator Assistants shall be limited to the following: net pegging and moving, ticket taking, skate patrol; sweeping and cleaning stands; assisting in the checking and cleaning of locker rooms, washrooms and arena lobby areas; clean board glass.
3. Recreation Facility Operator Assistants shall not be entitled to employee benefits, except as provided by statute.
4. Recreation Facility Operator Assistants do not acquire seniority.
5. Recreation Facility Operator Assistants will pay union dues in accordance with the Union Constitution and bylaws based on weekly earnings, subject to any binding legal direction otherwise.
6. **Employees noted above shall be paid in accordance with the Corporation's Casual Wage Rate in compliance with the Employment Standards Act.**

#### **ARTICLE 4: NO DISCRIMINATION**

The Corporation and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, sex, political or religious affiliation, place of residence, nor by reason of his/her membership or non-membership in a trade union.

## ARTICLE 5: UNION SECURITY

a) All employees who are presently members of the Union, as a condition of continued employment, shall remain members in good standing in the Union. All future employees shall, subject to clause #9(a), as a condition of continued employment, become and remain members in good standing in the Union within 30 working days of employment.

b) Deduction of Union Dues:

i) All permanent employees shall authorize the Corporation, to deduct from their wages an amount equal to the regular monthly Union dues, initiation and assessments, in accordance with the Union Constitution and/or By-Laws and owing by him/her to the Union. Monies so deducted shall be forwarded to the Secretary-Treasurer of the Union in the pay period, in which the deduction has been made, accompanied by a list of the names from whose wages the deductions have been made.

ii) Permanent part-time employees shall pay regular monthly Union Dues, initiation and assessments, in accordance with the Union by-laws and/or Constitution. They shall be entitled to all benefits pro-rated in accordance with time worked as a proportion of full-time employment.

iii) Union dues commence on the first day of employment, deducted on a bi-weekly basis.

c) Temporary Employee:

A temporary employee is a person replacing an employee listed in Schedule "A" of this contract on a temporary basis. A temporary employee may be employed for a period not to exceed six months in any twelve month period except for a maternity, parental or adoption leave replacement which shall not exceed fifty-two (52) weeks.

Should the need arise for this period to be extended, the matter will be reviewed between the Union and Management and may be extended by mutual agreement. Temporary employees shall be subject to check off of Union dues after 30 working days over a three-month period. A temporary employee shall not be entitled to any benefits under this contract other than wages set forth in Schedule "A" and fringe benefits required by statute, and shall be entitled to be paid for Holidays in accordance with Article 11a) excluding the floating holiday, occurring during the time of their temporary employment. Employment as temporary employee shall not give any such employee seniority within the bargaining unit.

The Corporation may hire temporary employees for a period up to three (3) months for a special project. This period of time may be extended by mutual agreement of both parties.

The Corporation may, at its discretion, start said employee at a higher rate than the start rate.

Temporary employees shall not be used by the Corporation to avoid the hiring of full time employees.

### Copy of Agreement to New Employees:

i) The Corporation agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in #5(a) and #5(b) of this paragraph. On commencing employment the Director of Human Resources or designate shall issue the employee a copy of the current Collective Agreement.

### ii) Union Steward to Interview New Employees:

The Union Steward will have an opportunity to interview new employees within the 30 working days of employment, to explain about the Union, such time will not exceed one-half (1/2) hour.

## **ARTICLE 6: REPRESENTATION**

The Corporation acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than four (4) employees plus the President for the purpose of negotiating a Collective Agreement. The Corporation will advise the Union of the Corporation nominees, or substitute, to the committee to negotiate renewal or revision of this contract as set out in paragraph #21.

### a) Union Stewards:

The Union may appoint, and the Corporation will recognize, four (4) Stewards including the Chief Steward for the purpose of investigating and negotiating grievances with the Corporation. The appointment of, and recognition of, stewards is conditional upon them being full-time employees of the Corporation with regular Corporation duties to perform. Stewards will not leave their jobs without first obtaining the permission of their immediate supervisor or Department **Director**. The four (4) stewards acting together shall form a Grievance Committee, and the Chief Steward or another steward designated by him/her shall act as Chairperson.

### b) Grievance and Negotiating Committees:

The Union shall advise the Corporation of the names of the members of the grievance committee and negotiating committee and any changes thereto.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

a) For the purpose of this Article, the immediate supervisor shall be the Non-Union Supervisory Staff below Department **Director**, if any. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she has given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she and his/her steward, or if that steward is absent, the chief steward, or if the chief steward is absent, another member of the grievance committee, shall discuss it with his/her immediate supervisor within five (5) working days after the circumstances giving

rise to the complaint become known to the employee. The immediate supervisor's decision shall be given, within five (5) working days following such discussion. Failing settlement, and if the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned together with the Grievance Committee may then take the matter up as a grievance in the following manner and sequence:

### Step 1

For the purpose of this Article, the immediate supervisor includes the Supervisor and the Department **Director** is the person in charge of that Department. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she is given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she and his/her Union representative shall discuss the complaint with the supervisor within five (5) working days after the circumstances giving rise to the complaint becoming known to the employee. The immediate supervisor's decision shall be given within five (5) working days following such discussion. Failing settlement, and if the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with the Grievance Committee, may then take the matter up at Step 2.

### Step 2

If the dispute is not settled to the satisfaction of the employee or the Grievance Committee within seven (7) working days of the meeting with the employee's supervisor, the grievance shall be submitted in writing within seven (7) working days from the time of the said meeting with the employee's supervisor to the Director of Human Resources, who shall convene a meeting with the employee, the Grievance Committee, the Supervisor, the Department **Director** and the Director of Human Resources within five (5) working days of receipt of the grievance. A National Representative of the Union shall be present at the request of either the Corporation or the Union. The decision of the Director of Human Resources shall be given within four (4) working days following such meeting. Failing settlement, and if the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned together with the Grievance Committee may then take the matter up at Step 3.

### Step 3

Failing settlement under Step 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration, and if no written request for arbitration is received within fifteen (15) full working days after the decision in Step 2 is given, it shall be deemed to have been settled.

### b) Policy Grievance:

Any complaint or grievance arising directly between the Corporation and the Union (which shall not include matters that employees are personally entitled to grieve upon) may be submitted in writing by either party at Step 2 within seven (7) working days after the circumstances giving rise to the complaint or grievance have originated or occurred.

c) Computation of Time:

Where a time limit is established under this procedure it shall be deemed to be exclusive of Saturdays, Sundays and statutory holidays. It is understood that the time limit specified in the grievance and arbitration provisions may be extended by mutual written agreement. In all steps of the grievance procedure where no written answer has been given within the time limit specified, the employee concerned, the Union or the Corporation, as the case may be, shall be entitled to submit the grievance to the next step of the grievance procedure, including arbitration. If the grievor fails to abide by the time limits set out in the provisions of the grievance and arbitration procedures, then the grievance shall be considered as settled.

d) Probationary Employee:

It is understood that the dismissal of a probationary employee will not be subject to the grievance procedure. A claim by an employee who has completed his/her probationary period that he/she has been unreasonably discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Department **Director** at Step 1 above within three (3) working days after the discharge or discipline has been effected. Such special discharge may be settled under the grievance or arbitration procedure by:

- i) confirming the Corporation's action in dismissing the employee;
- ii) reinstating the employee with compensation for time lost and without loss of seniority;
- iii) any other arrangement deemed just in the opinion of the parties or the Arbitrator.

e) Warnings, Suspensions and Discharges:

The Corporation will submit to the Union copies of all written warnings, suspensions or discharge notices. The Employer shall ensure union representation at all such meetings.

An employee shall have the right to have access to, make copies, and review his/her personnel file and shall have the right to respond in writing to any document which the employee has not received and such reply shall become part of the employee file. A Union representative shall have access to an employee's file if the employee provides written authorization.

The employee shall have the right to request and receive copies of all discipline and work performance documents in the employees' personnel file where the employee has been disciplined for any reason. Any employee wishing to view his/her personnel file shall make the necessary arrangements to do so with the Human Resources Department.

All employees shall have all records of discipline removed from their personnel file(s) after twenty-four (24) months from the date of issue.



f) Agreements Binding:

All agreements arrived at under the grievance procedure between representatives of the Corporation and the Union shall be final and binding upon the Corporation, the Union and the employees concerned.

## **ARTICLE 8: ARBITRATION**

- a) When either party decides that any differences will be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time submit the names of three (3) arbitrators for consideration.
- b) Within five (5) full working days thereafter the other party shall submit the names of three (3) arbitrators for consideration of the party originating the request.
- c) Thereafter the parties will attempt to come to an agreement on selecting a sole arbitrator.
- d) If the parties are unable to agree upon such a sole arbitrator within a further period of ten (10) working days, either party may then request the Minister of Labour for the Province of Ontario to appoint a sole arbitrator.
- e) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- f) The proceedings of the sole arbitrator shall be expedited by the two parties, and the decision of the sole arbitrator will be final and binding upon the parties and any employees affected by it.
- g) Each of the parties hereto will jointly and equally share the expenses of the sole arbitrator.
- h) The sole arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

## **ARTICLE 9: SENIORITY AND JOB POSTINGS**

a) Probationary Period and Seniority:

Until an employee has completed a probationary period of eighty (80) **days worked**, he/she shall be considered to be on a probationary basis, having no seniority rights, and his/her employment may be terminated by the Corporation without recourse to the grievance and arbitration procedures of this Agreement. Upon satisfactory completion of the probationary period an employee will then acquire seniority standing dating from the date he/she commenced his/her current period of employment with the Corporation. The probationary period may be extended by mutual agreement of the parties.

b) Cancellation of Seniority and Loss of Employment:

An employee's seniority shall be cancelled and his/her employment shall be terminated for any of the following reasons:

- i) If the employee quits.
- ii) If the employee is discharged and his/her discharge is not reversed through the grievance procedure.
- iii) If the employee has been laid off and fails to return to work within five (5) working days after he/she has been notified by the Corporation to do so through registered mail addressed to the last address on record with the Corporation.
- iv) If the employee is absent from work for two (2) consecutive working days without providing a reason satisfactory to the Corporation for such absence.
- v) If the employee overstays a leave of absence granted by the Corporation without providing a reason satisfactory to the Corporation for such absence.
- vi) If the employee has been laid off:
  - 1) In the case of an employee with less than one (1) year's seniority at the time of lay-off; for a period equal to his/her length of seniority.
  - 2) In the case of an employee with one (1) year's seniority at the time of lay-off; twelve (12) months.
- vii) If the employee retires.
- viii) If the employee has been absent from work due to sickness or injury for a continuous period of 18 months, at the end of 18 months, or if such person has been using sick leave credits during the whole of such absence, until the employee has exhausted all accumulated sick leave, whichever period is greater.

c) Posting of Vacancies and Trial Periods:

- i) When the Corporation decides to fill a permanent vacancy in the bargaining unit that is vacant or if a new vacancy is created in the bargaining unit, notice of such vacancy will be posted, in accordance with this article, on the bulletin boards for a minimum of five (5) working days providing an opportunity for employees to apply for the vacancy by signing the posting or forwarding to the Human Resources Department, a brief record of their employment history and a statement of qualifications for the vacancy to which they are applying. Such posting will contain a brief description of the vacancy in question, including the salary to be paid. **The Corporation will identify on the posting when testing will form part of the qualifications, and will strive to ensure that the testing used to determine the qualifications is based on skills necessary to perform the work of the position, and other than testing of**

**generic skills that could be elements of several positions (e.g. minute taking), such testing will not be tasks that are unique to the position filled.** Where, in the opinion of the Corporation, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications as amongst the applicants are relatively equal, then the applicant with the greatest seniority shall be given preference.

**Relevant experience will be considered along with other relevant factors in determining qualifications where an applicant is applying for a position which would be a lateral transfer within the same classification.**

- ii) If pursuant to paragraph #9(c)(i) above an existing employee is a successful applicant, that employee shall be placed in such vacancy on a trial basis for a period of not less than 10 working days and not more than 30 working days. After 10 working days in that vacancy the employee and the Corporation may mutually agree to the employee being declared permanent in that vacancy, or to the employee returning to his/her former position, wage or salary rate and without loss of seniority. Alternatively, if at the end of 30 working days in that vacancy, the employee's service is satisfactory, the employee will be declared permanent in that vacancy. Or, if at the end of 30 working days, the employee proves unsatisfactory in that vacancy or is unable to perform the duties of that vacancy, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. If such vacancy is not filled on a permanent basis by the first applicant, as set out above, the Corporation shall repost the vacancy and if the second successful applicant is an existing employee, the same procedure as set out above shall apply to such employee. If such vacancy is not filled on a permanent basis by the second posting, the Corporation may fill the vacancy in such manner as it sees fit. If a vacancy is created by the filling of a vacancy in accordance with the foregoing, it shall be posted. An employee shall not be entitled to hold a full-time permanent position with the Corporation and a part-time permanent position or a temporary position with the Corporation concurrently. The Corporation may, at its discretion, start said employee at a higher rate than the start rate.
- iii) The Corporation will not be required to consider an employee who has been a successful applicant during the six-month period preceding the date of the current posted notice. In the event that no employees apply or that those who do apply are not qualified, the Corporation may fill the vacancy in such manner as it sees fit, but in any event the Corporation shall post the vacancy prior to otherwise advertising it.
- iv) A list of all applicants for the posted position shall be forwarded to the Secretary of the Union within twenty-four hours after the closing date for applications. After a person has been placed in the position, the Corporation will advise the Union of the name of that person.
- v) When the Corporation decides to fill a temporary vacancy in the bargaining unit that is vacant for six (6) months or more, notice of such vacancy will be posted on the bulletin boards for a minimum of five (5) working days.

d) Lay-off and Bumping Procedure:

The Corporation shall notify employees who are about to be laid off seven (7) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the regular working days during such notice period, the employee shall be paid regular wages for those days of work lost.

If an employee is laid off due to lack of work in his/her department, and if there is a position available in any other department, the employee may apply for such position and if the employee is the successful applicant, shall be placed in such position. The provisions of paragraph #9(c)(ii) shall not apply to such employee with respect to that position. If there is no position available in any other department, an employee may displace another employee in the same department with less seniority in a classification of Schedule "A" if, in the opinion of the Corporation, such employee is qualified to do the work in the position he/she is being transferred into. In the alternative, such employee may apply to displace an employee with less seniority in another department in a classification of Schedule "A" if, in the opinion of the Corporation, such employee is qualified to do the work in the position he/she is applying for, the Corporation will place such employee in such position. An employee displaced as aforesaid may in turn displace or apply to displace another employee with less seniority on the basis set forth above. The salary to be paid is for the position that the employee is transferred into. Permanent part-time employees may not displace or apply to displace full-time employees, and may only displace other permanent part-time employees of less service seniority on the basis of the procedure set out above. Full-time employees may displace or apply to displace permanent part-time employees of less service seniority on the basis of the procedure set out above. If an employee is laid off and wishes to exercise a right to displace or apply to displace another employee with less seniority on the basis of the procedure set out above, such employee must displace or apply to displace within five (5) working days of the date of lay-off, failing which such employee loses any right to displace or apply to displace another employee with less seniority. The Union recognizes that because of the different nature of work done in the different Departments of the Corporation, it may be difficult for an employee to perform immediately and without additional training, experience or expense all the duties in a position in another department.

If an employee has been laid off and under paragraph #9(b) of this Agreement retains seniority with the Corporation, and if the Corporation posts a position in the bargaining unit, the Corporation shall send a notice of such posting to the laid-off employee by registered mail to the last known address of the employee. A laid-off employee who wishes to be considered for such posting must apply for the position in writing within seven (7) days from the date of mailing such notice.

If an employee has been laid off and does not displace or apply to displace another employee, and if the Corporation wishes to fill that position within four (4) months of the date of lay-off, the Corporation will recall such employee to that position and the provisions of paragraph #9(b)(iii) apply to such recall.

e) Seniority When Not in Bargaining Unit:

An employee who leaves the bargaining unit but remains in the employ of the Corporation and if desirous, reassigned to the bargaining unit, shall not accumulate seniority during such absence but shall be credited with seniority for the time worked prior to leaving the Bargaining Unit. A person reassigned to the Bargaining Unit shall not displace another employee of the Bargaining Unit in being so reassigned.

f) New Position:

Whenever the Corporation proposes to establish a new position within the Unit, the job description and wage rate are to be discussed with the Union prior to posting or establishing the new position. The Corporation may, at its discretion, start said employee at a higher rate than the start rate.

g) Seniority List:

The Corporation shall maintain a seniority list showing the date upon which each employee's service commenced, and the Department that the employee works in. An up-to-date seniority list shall be sent to the Secretary of the Union in January and July of each year.

## **ARTICLE 10: HOURS OF WORK**

a) The normal work week shall be as follows:

- i) Thirty-five (35) hours, 8:30 a.m. to 4:30 p.m., Monday to Friday, with the following exceptions:
- ii) City Hall, Community Services Buildings, Anne Hathaway Day Care Centre, Justice Building, 82 Erie Street and 47 Downie Street Custodial Staff – forty (40) hours - according to designated shift.
- iii) Day Care Centre Staff - forty (40) hours according to existing practice.
- iv) Recreation Custodial Staff - forty (40) hours, with Sunday work to form part of the regular shift. Any shifts normally worked by full-time custodians that become available due to vacation or leave of absence shall be made available, on a rotation basis, to permanent part-time custodians, before such hours are made available to temporary employees or as overtime hours to custodians.
- v) Recreation Facility Operator I and II:  
These employees shall work a forty (40) hour week. No employees shall be required to work more than five (5) consecutive nights or six (6) consecutive days unless mutually agreed to. The Corporation will endeavour to grant twelve (12) hours off between shifts and to schedule days off together. If the employee does not receive twelve (12) hours off between shifts, he/she shall be paid the applicable overtime rate for the second or consecutive shifts until a day off is scheduled.

The standard work day shall consist of eight (8) hours.

The employer shall prepare a twelve (12) month schedule for the period from October 1 to September 30 of the following year and shall post such schedule at the beginning of September in each year. Employees shall be able to select from the scheduled shifts on the schedule for the location they have been assigned, based on seniority no later than seven (7) calendar days from date of posting. If an employee has not made known to the employer their choice of schedule within the seven (7) days the employer shall assign the schedule. From that time the Recreation Facility Operators I and II shall retain that shift schedule and that work location or locations for the remainder of the twelve (12) month period with the following provision: management retains the right to make shift/work location adjustments to accommodate sick leave, other leave or vacation.

Overtime and call back time shall be divided as equitably as possible among employees who are willing, qualified and available to perform the work, prior to any temporary employees being called in to work.

b) Overtime

- i) All time worked beyond the normal day, the normal work week, or on a Statutory Holiday, shall be considered overtime.
- ii) Overtime work after regular daily working hours shall accumulate at the rate of time and one-half.
- iii) Overtime work in excess of the normal work week shall accumulate at the rate of time and one-half.
- iv) Overtime work on any not regularly scheduled Sunday shall accumulate at the rate of double time.
- v) Overtime work on a holiday shall accumulate at the rate of double time plus another day off with pay at a time mutually agreeable between the employee and the employer.
- vi) Part-time employees working less than the normal hours per day, and who are required to work longer than the normal working day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day and for all work performed on Holidays and regular days off.
- vii) Unless the Corporation agrees to the request of an employee to be paid for overtime, all overtime accumulated from January 1st to June 30th in any year, shall, when required, be taken off between the time earned and December 31st of the same year. In the event that this is not possible, then the balance of the overtime accumulated as at December 31st shall be paid for at the prevailing rate of pay.

- viii) Unless the Corporation agrees to the request of an employee to be paid for overtime, all overtime accumulated from July 1st to December 31st in any year, shall, when required, be taken as time off between the time earned and June 30th of the following year. In the event that this is not possible, then the balance of the overtime accumulated as at June 30th shall be paid for at the prevailing rate of pay.
- ix) Employees required to take time off in lieu of accumulated overtime shall be given at least twenty-four (24) hours' notice prior to taking time off. Employees requesting time off in lieu of accumulated overtime shall give at least twenty-four (24) hours notice to the Department **Director**.
- x) Overtime and call back time shall be divided as equitably as possible among employees who are willing and qualified to perform the available work.
- xi) An employee who is called in to work, outside his/her regular (normal) shift, shall receive a minimum of three (3) hours pay.
- xii) Where overtime has been worked and it is agreed that overtime is to be paid rather than accumulated, the employee may request payment of such overtime pay at any time.

c) Work Schedules:

The schedules of work and any revisions thereto will be posted in each department. Regular schedules of work will be posted one month in advance.

d) Shift Premium:

Employees required to work a shift in which the majority of hours worked are outside of the normal working day shall receive a shift premium of \$1.05 per hour for the complete shift. A Sunday shift premium of \$1.25 per hour for arena custodians working Sunday as part of their regular shift during the 'ice-in' period of the year at all three arenas.

e) Rest Between Shifts:

Failure to provide at least twelve (12) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

**ARTICLE 11: STATUTORY HOLIDAYS**

- a) An employee will be paid at his/her regular rate on the basis of his/her regular scheduled normal daily hours of work for the following days:
 

New Year's Day	Floating Holiday
Family day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Victoria Day
Canada Day	Remembrance Day

New Year's Day	Floating Holiday
Civic Holiday	Christmas Day
Boxing Day	
½ Day Christmas Eve	½ Day New Year's Eve Day
And all special holidays declared by the Corporation.	

b) Eligibility for Holiday Pay:

In order to qualify for holiday pay an employee must have worked their last full scheduled work day prior to and their first full scheduled work day following such holiday, and on the holiday itself if required to do so by the Corporation. In the event that an employee is absent on either of the two working days mentioned above because of a leave of absence granted by the Corporation, then he/she will not be disqualified from receiving holiday pay provided he/she has met the qualifications as expressed in the Employment Standards Act re: Statutory Holidays.

**c) Recreation Facility Operators I & II working on a 7 (seven) day cycle whose normal schedule has them working on the days designated city wide to be celebrated as Remembrance Day (and not actually on November 11<sup>th</sup>), and also Canada Day (and not actually on July 1<sup>st</sup>) will, on those occasions, be paid time and one-half for hours worked.**

**ARTICLE 12: VACATIONS**

Annual Vacation – Permanent Full Time Employees

- a) Every employee shall receive an annual vacation on the following basis:
- i. An employee not having one full year of service with the Corporation shall be allowed a vacation credit of one working day per month of employment up to a maximum of 10 working days. In the event that an employee's employment with the Corporation is terminated by either party prior to one full year of service as aforesaid, such employee shall be entitled to be paid vacation pay at the rate of 4% of his/her pay during the period worked up to the date of termination in accordance with the Employment Standards Act, less the value of any vacation actually taken by the employee during the first year of employment with the Corporation.
  - ii. After 1 year of continuous service 2 calendar weeks of vacation
  - iii. After 3 years of continuous service 3 calendar weeks of vacation
  - iv. After 9 years of continuous service 4 calendar weeks of vacation
  - v. After 14 years of continuous service 5 calendar weeks of vacation
  - vi. After 23 years of continuous service 6 calendar weeks of vacation
- b) Any employee other than one referred to in Article 12 (a) (i) hereof whose employment is terminated or who retires shall be entitled to vacation (or pay in lieu thereof at the appropriate rate) on a pro-rata basis for the period from the employee's anniversary date of employment to the date of termination of employment or retirement, less the value of any vacation taken since the last anniversary date of the employee and earned since that last anniversary date. If the amount of vacation taken by such employee since his/her last anniversary date exceeds the amount actually earned to the date of termination of



employment or retirement, the employee shall be liable to repay to the Corporation the value of any such vacation taken but not earned.

- c) If a statutory or declared holiday falls or is observed during the period when an employee takes vacation, such employee shall be entitled to take one day of vacation for each such holiday falling or observed during the vacation period at a time mutually agreed to by the Department **Director** and the employee.

Where, during an employee's period of vacation such employee would qualify for sick leave in excess of three days and such sickness is supported by medical certificates and the employee has sick leave credits against which such period of sickness may be charged, or has leave approved by the Corporation under the provisions of Article 14 to take place during the employee's period of vacation, or takes leave pursuant to Article 14 (b), (c), or (d) there shall be no deduction for vacation credits for such absences, and the period of vacation so displaced shall either be added to the vacation period, or allowed to the employee for use at a later date, as mutually agreed upon by the employee and the Corporation.

- d) The employee shall notify the employer of their vacation requests by February 28<sup>th</sup> each year for the next twelve (12) months. The employer shall, by March 15<sup>th</sup> grant vacation in accordance with seniority and consistent with the efficient operation of the Corporation.
- e) Requests made after February 28<sup>th</sup> will be granted on a first come first serve basis, and shall be approved or denied within five (5) days of the employee submitting the request. Such approval or denial shall be provided to the employee in writing with the reason(s) for any denial. Wherever possible, vacation requests after February 28<sup>th</sup> shall be submitted five working days before the vacation commences.
- f) **It is important that employees use vacation time as it is earned in accordance with Article 12a).**

**An employee shall in all cases take their vacation time off (currently 2 or 3 weeks) as entitled under the Employment Standards Act ("ESA") as amended from time to time.**

**Employees with an existing vacation bank as of the date of ratification will have that vacation bank grandparented.**

**If an employee wants to carry over up to two (2) weeks vacation into the next vacation year, they must communicate that in writing by February 28<sup>th</sup>, and if they do not, there will be no carry over.**

**Where the employee has not used or scheduled their annual vacation within the first six (6) months of the member's vacation year, it is the employee's responsibility to schedule the remaining vacation time with supervisory approval so that it is taken in the member's vacation year.**

### Annual Vacation – Permanent Part Time Employees

- a) Every permanent part time employee shall receive an annual vacation on the following basis:
- |      |  |                       |
|------|--|-----------------------|
| i.   | 0 to 3 years of continuous service     | 4% of gross earnings  |
| ii.  | 3 to 10 years of continuous service    | 6% of gross earnings  |
| iii. | 10 to 18 years of continuous service   | 8% of gross earnings  |
| iv.  | 18 years or more of continuous service | 10% of gross earnings |

Any employee whose employment is terminated or who retires shall be entitled to vacation (or pay in lieu thereof at the appropriate rate) on a pro-rata basis for the period from the employee's anniversary date of employment to the date of termination of employment or retirement, less the value of any vacation taken since the last anniversary date of the employee and earned since that last anniversary date. If the amount of vacation taken by such employee since his/her last anniversary date exceeds the amount actually earned to the date of termination of employment or retirement, the employee shall be liable to repay to the Corporation the value of any such vacation taken but not earned.

### **ARTICLE 13: SICK LEAVE**

- a)
- i) Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
  - ii) Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month an employee is employed. The unused portion of an employee's sick leave shall accrue for his/her future benefits.
  - iii) A deduction shall be made for accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
  - iv) An employee may be required to produce a certificate from a medical practitioner for any illness of three (3) working days or more certifying that he/she is unable to carry out his/her duties due to illness. In this Article, where the Corporation requests or requires the employee to supply a medical certificate to verify any illness, and where the employee incurs a cost for such medical certificate, the Corporation agrees to reimburse the employee for the full cost of such certificate.
  - v) When an employee is given leave of absence without pay for any reasons, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick leave credits for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off.
  - vi) An employee with more than one (1) year of service may apply to the Chief Administrative Officer for an extension of his/her sick leave credits. Any such extension granted shall be repaid by the employee upon his/her return to duty through his/her normal monthly accumulations.

- vii) An employee having accrued sick leave to his/her credit shall on severance or retirement receive a salary grant in lieu thereof, equal to the maximum allowable for all such credits under the Municipal Act (presently 50% of accumulated credits to maximum of six months salary) at the rate effective immediately prior to severance or retirement. In the event of death the value of all accrued sick leave shall be paid to the employee's beneficiary.
- viii) Part time employees continue to receive sick leave benefits on a prorated basis.
- ix) All medical appointments scheduled during working hours will be deducted from an employee's sick leave bank.

b) Supplementation of Workplace Safety and Insurance Board Award by Sick Leave:

An employee prevented from performing his/her regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, 1997 so that Workplace Safety and Insurance Board benefits are payable to such employee, shall be entitled, at the written election of the employee, to receive from the Corporation the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary. Such payments shall be made on a regular basis to the employee while he/she is receiving such Workplace Safety and Insurance Board Benefits. The amount received by the employee from the Corporation shall be deducted from the employee's accumulated sick leave credits, and the Corporation shall not be liable to make any further payments once such accumulated sick leave credits have been exhausted.

## **ARTICLE 14: LEAVE OF ABSENCE**

Employee requests for Leave of Absence shall be made in advance and submitted to the Department **Director** or his/her designate. Such requests must be made in writing, indicate the section under which leave is requested and state the duration of the leave.

The Department **Director** or his/her designate shall respond to the employee's request in writing within three (3) working days.

a) Unpaid Leave of Absence

The Corporation may grant a general leave of absence to an employee. If the period of leave is for 25 working days or less, the Corporation will continue to pay its share of the cost of benefits for the employee under this Agreement.

If the period of leave is for more than 25 working days, the decision of the Corporation granting such leave shall specify whether seniority shall be accumulated during such absence, whether vacation or sick leave credits shall be earned during such absence, whether other insurance benefits or coverage are continued during such absence, and whether the cost of any such vacation, sick leave, or other insurance or other benefits are to be reimbursed by or on behalf of the employee to the Corporation.

b) Bereavement Leave:

Employees shall be granted a maximum of five (5) days' leave of absence with pay in case of the death of employee's parent, step-parent, spouse or child.

Employees shall be granted a maximum of four (4) days' leave of absence with pay in case of the death of employee's brother, sister and grandchild.

Employees shall be granted a maximum of three (3) days' leave of absence with pay in case of the death of the employee's mother-in-law, father-in-law or grandparent.

Employees shall be granted a maximum of one (1) day leave of absence with pay to attend the funeral or memorial service in case of the death of the employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law, son-in-law, daughter-in-law, or grandparents-in-law, or to serve as a pallbearer.

One of the above days may be used for internment during the year.

c) Pregnancy, Parental and Adoption Leave:

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

d) Jury or Court Witness Duty:

The Corporation shall grant a leave of absence without loss of seniority to an employee who is summoned to attend as a Juror or to serve as a Juror and in fact does so, or who is required by subpoena or a summons to a witness issued by a Court or competent tribunal to attend as a witness in any proceeding. The Corporation will pay such an employee his/her normal earnings for the time lost from his/her employment as a result of his/her required attendance as a Juror or as a witness as aforesaid upon presentation by the employee to the Corporation of proof of his/her service as a Juror or witness and payment to the Corporation of the Juror's pay or witness fee (excluding payment for traveling, meals or other expenses) required to be paid to such person for his/her service as a Juror or as a witness.

e) Personal and Family Leave:

An employee will be granted leave of absence with pay to a maximum of three (3) working days a year for purposes of attending to the issues of the employee's family. All such paid leave to be deducted from the employee's accumulated sick leave credits.

f) Writing Examinations:

Leave of absence with pay and without loss of seniority shall be granted to allow an employee time to write an examination to improve his/her qualifications.

g) Union Negotiations or Grievance:

The Corporation agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Corporation, or with respect to a complaint or grievance, they shall suffer no loss of pay for the time so spent.

h) Union Duties:

An employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated or who is elected to public office will be granted leave of absence without pay and without loss of seniority by the Corporation for a period of one year. This period may be extended by the Corporation, at its discretion, at the end of the year.

i) Union Business:

An employee **who is elected to represent the Union, and upon request by the Union with fourteen (14) days written notice from the Union, wherever possible,** may be allowed leave of absence **to an aggregate bargaining unit total of fifty (50) days per calendar year**, provided that the Corporation is fully reimbursed by the Union, the Corporation agrees to continue pay and benefits at the rate for regular working days, for the employee granted such leave of absence. **Such requests shall not be unreasonably denied. No more than two (2) employees shall be absent under this Article at the same time from the same Department.**

j) Education Leave:

**Subject to operational requirements, the Corporation will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to their current position with the Corporation.**

**The Corporation will consider, on a case by case basis, requests for unpaid educational leaves without loss of seniority for training related to the employee's current employment with the Corporation.**

## **ARTICLE 15: EMPLOYEE BENEFITS**

a) OMERS

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees' Retirement System. The employer and employees shall make contributions in accordance with the provisions of the plan.

b) Employer Health Tax And Insurance Benefits:

- i) The Corporation will contribute 100% of premium of Employer Health Tax and will carry coverage equivalent to the current Extended Health Care and Dental Plan

(\$10.00/\$20.00 deductible), plus \$.35 deductible drug plan; no deductible on vision care \$400.00/24 months for adults; **\$425.00/24 months (effective January 1, 2019) and \$450/24 months (effective January 1, 2020)** every year for dependent children under 18 years of age, and hearing aids for all employees who wish to participate in the plan.

Employees will submit all invoices for semi-private hospital accommodation directly to our benefit provider.

- ii) The Corporation shall pay on behalf of all full time employees 100% of the premium cost of the employees' participation in the Group Life Insurance plan, in accordance with the terms and conditions set forth in the master policy between the Company and the City. The amount of coverage for each participating employee shall be two times the employee's base salary upward to the nearest \$1,000.00.
- iii) The Corporation shall provide dental insurance coverage for employees and agrees to pay 100% of the premiums. The coverage provided is equivalent to the current basic preventative dental plan on a 50/50 cost shared basis of \$2000.00 per year for Restorative Services and \$1800.00 per dependent child for Orthodontic Services lifetime, effective January 1, 2007. Dental coverage will be based on O.D.A. fee schedule for the preceding year updated annually.
- iv) The Corporation shall arrange for option life insurance coverage in the amount of \$10,000 for spouse and \$5,000 for dependent children of employees. Such coverage shall be dependent upon enrollment of eligible employees with the dependent Life Insurance premium to be paid by the employer.
- v) The Corporation shall arrange for Accidental Death & Dismemberment Insurance for employees, effective on ratification (June 20, 2005).
- vi) The Corporation shall arrange for **Emergency Travel Assistance** coverage for employees, effective September 1, 2005.
- vii) The Corporation agrees to arrange for annual hearing tests for all employees.

**viii) Effective May 1, 2019: Introduction of Long Term Disability**

- **Employer pays 100% of premiums**
- **Monthly benefit amount: 60% of basic earnings**
- **Non-evidence benefit maximum \$7,500**
- **119 day elimination period**
- **Maximum Duration: earlier of age 65 or 24 months**
- **Typical offsets**
- **All source maximum 85%**
- **Plan will not cover pre-existing conditions as per standard insurance requirements**

c) Insurance Coverage For Retired Employees:

- i) Extended Health benefits shall continue for all employees who retire because of ill health, until covered by Provincial Government programs, if authorized by the Municipal Act.
- ii) If an employee retires on an OMERS pension and, to the extent that the insurance carrier(s) of the Corporation permit, and until a maximum age of 65 or the death of the retiree, such retired employee may enroll in group insurance coverage carried by the Corporation under paragraph 15(b)(i), (ii) and (iii) of this Agreement with 100% of the cost paid by the Corporation. Effective January 1, 2002 such retired employee may enroll in group life insurance coverage to a maximum age of 65, such coverage shall be limited to \$40,000. Should an employee, at time of retirement, elect not to participate in a benefit, such benefit or subsequent improvements, or new benefits will not be available to the retiree at any time thereafter.

d) Approval of Changes in Insurance Carriers:

If the Corporation proposes to change insurance carriers, proposals of carriers favoured by the Corporation together with specifications and conditions of benefits to be provided by the new carrier shall be submitted to the Union executive prior to coverage being placed so that the Union may verify the coverage to be equivalent to that described in this Collective Agreement. If the Union indicates to the Corporation within 60 days of such submission that coverage of any such carrier is not equivalent to that required by the Collective Agreement, and the Corporation disputes that fact, the question may be the subject of a grievance by either party.

e) Payment in Lieu of Benefits:

Effective January 1, 2016, employees working less than 17.5 hours per week will be covered by the terms of the collective agreement, and will receive remuneration in the amount of 10% of hourly wage in lieu of the following benefits: extended health care, dental, and life insurance.

**Effective January 1, 2019, employees working less than 17.5 hours per week will be covered by the terms of the collective agreement, and will receive remuneration in the amount of 11% of hourly wage in lieu of the following benefits: extended health care, dental, and life insurance.**

f) Benefit Committee:

Employer agrees to establish a benefit committee consisting of the current bargaining committee.

## **ARTICLE 16: GENERAL**

### a) Bulletin Boards:

The Corporation shall provide bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Before such notices are posted, they shall receive the approval of the Corporation.

### b) Employment Insurance:

All employees shall be covered by the provisions of the Employment Insurance Act, and shall contribute thereto. The Corporation agrees to contribute its share in accordance with the provisions of the Act.

### c) Health And Safety:

The Corporation and the Union shall co-operate in promoting a strong health and safety culture where there is commitment by everyone in the workplace to prevent injuries and illnesses and to reduce risk. The Corporation and the Union agree to the formation of a Joint Health and Safety Committee pursuant to the provisions of the Occupational Health & Safety Act, R.S.O. 1990, Chapter O.1 and any subsequent Amendments, and to the functioning of that Committee and payment of Union members of that Committee in accordance with the Act. The Union and the Corporation agree to work together to implement appropriate remedies and initiate preventative measures in order to reduce or eliminate health hazards and personal injuries in the workplace and to provide safe and healthful working conditions for all employees. The Corporation will provide the Secretary of the Union copies of all reports of the Joint Health & Safety Committee, including reports related to accidents or critical injuries on the job.

### d) Notices To Union:

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

### e) Uniforms, Clothing And Safety Equipment:

- i) The Corporation shall furnish and maintain without charge such uniforms, clothing and safety equipment as may be required by the Corporation. The Corporation will provide "Made in Canada" uniforms and will endeavour to obtain Union label uniforms. Full-time Recreation Department employees shall be provided with three pair of work pants and three shirts each year by the Corporation. Maintenance Custodian II, Maintenance Repairperson, City Hall, Justice Building, Anne Hathaway Day Care, 82 Erie Street and 47 Downie Street Custodians shall be provided with three pair of work pants and three shirts each year by the Corporation. The Corporation will provide insulated safety coveralls on an as needed basis when requested by the employee to employees in the position set out in Article 16 e) ii).



ii) For all employees in the classification of Construction Inspector, Survey Party Chief, Technical Services Co-Ordinator, Municipal Building Official I and Municipal Building Official II and Recycling Co-Ordinator the Corporation will provide up to \$250.00 per employee per year effective January 1, 2007 (**\$275 per employee per year effective January 1, 2019, \$300 per employee per year effective January 1, 2020**) for the purchase of clothing of a type designated from time to time by the Corporation, such sums to be paid only for actual purchases. Any portion of the amount unused by any employee in any calendar year will not be held over into the following year. Each employee shall be responsible for obtaining his/her own clothing and keeping his/her own clothing laundered, clean and in good and orderly condition. All employees must dress in an acceptable fashion.

iii) By-Law Enforcement Officers shall be provided uniforms consisting of three pair of work pants and three shirts each year and a winter jacket as needed.

f) Correspondence:

Correspondence to the Corporation shall be directed to the Director of Human Resources and correspondence to the Union shall be directed to the President and/or Secretary at the address supplied by the Union, with a copy to the CUPE National Representative at the current CUPE Area Office address.

g) Employee Training:

The Corporation will reimburse employees for staff training courses provided that written approval is granted in advance on behalf of the Corporation. Employees required to attend a staff training course outside the City during the work day will have car pool arrangements made by the Department **Director**. The driver of the car will be reimbursed for mileage at the rate established by the Council for that period.

h) Employee Records:

An employee shall, upon reasonable notice to Director of Human Resources or their designate, have the right to examine their official Human Resources file, payroll and pension records of the Corporation relating solely to the employee's own employment.

i) Liability Insurance:

The Corporation will provide municipal liability insurance for municipal employees with coverage not less than provided for in the current policy of insurance as approved by City Council.

j) Conviction:

If as a result of the finding of guilt of an employee, the penalty imposed upon such employee with respect thereto, or the statutory consequences thereof, are such as to interfere with the employee carrying out the normal duties of his/her position with the Corporation, the Corporation may remove the employee from that position. If there is no other employee in

the Bargaining Unit who is qualified to do the work of such position and who wishes to move into such position, the employee who has been found guilty shall not have the right to displace any other employee and the employee shall be laid off and have a right of recall from layoff into either the CUPE 197 or CUPE 1385 Bargaining Units. However, if there is another employee in the Bargaining Unit qualified to do the work of such position, and who wishes to move into such position, the employee who was found guilty and who was removed from his/her previous position as stated above may displace another employee in the same department with less seniority in a classification of Schedule "A" equal to or lower than his/her previous classification if, in the opinion of the Corporation, which shall be exercised in a reasonable manner, such employee is qualified to do the work in the position of the employee so displaced. In the alternative, he/she may displace an employee with less seniority in another department in a classification of Schedule "A" equal to or lower than his/her previous classification if, in the opinion of the Corporation, which shall be exercised in a reasonable manner, such employee is qualified to do the work done by the employee who is being displaced. A person so displaced may in turn displace another employee in the manner set forth in Article 9(d) of the Collective Agreement.

In the alternative, the employee may request a leave of absence under the general leave provisions of the Collective Agreement.

#### **ARTICLE 17: NOTICE TO EMPLOYER REGARDING COURT MATTERS**

An employee found guilty of an offence under the Criminal Code, or under any other statute where such finding of guilt, or any resulting conviction might affect the insurability of the employee for the purpose of driving Corporation vehicles, or bonding coverage maintained by the Corporation for its employees, shall forthwith notify his/her Department **Director** of the Court where the finding of guilt was made, the date of such finding, the charge upon which such finding was made, and all penalties or suspensions imposed by the Court or by law with respect to such charge. Failure to forthwith notify the Department **Director** as aforesaid may be grounds for disciplinary action by the Corporation.

#### **ARTICLE 18: SALARIES**

- a) Schedule "A" attached hereto and forming part of this Collective Agreement contains the job classifications of those employees in the bargaining unit and the applicable rates of pay.
- b) Acting Pay:

If an employee is required to perform in excess of five (5) working days, the principal duties of any higher paid position to that normally occupied by such employee, he/she shall be paid not less than the corresponding rate of pay according to the Schedule "A" of this Agreement retroactive to commencement of duties. An employee who performs the principal duties of a higher paid position a second or subsequent time in any twelve (12) month period shall qualify for the higher rate of pay after the completion of one (1) full shift in the higher paid position.

## **ARTICLE 19: JOB SECURITY**

The Corporation agrees that no employee shall have his/her employment terminated or his/her earnings adversely affected as a result of contracting out work normally performed by members of the bargaining unit.

## **ARTICLE 20: LABOUR MANAGEMENT COMMITTEE**

The Union and the Corporation will each appoint four (4) representatives to a Labour Management Committee for CUPE Local 1385, which committee may meet two (2) times per year, with a view to maintaining harmonious labour relations between Local 1385 and the Corporation.

## **ARTICLE 21: TECHNOLOGICAL CHANGE**

The Corporation shall notify the Union three months before the introduction of any technological changes which affect the rights of employees, conditions of employment, wage rates or workloads. If the Corporation proposes to introduce technological change which will affect an existing employee's duties or conditions of work, the Union may request and the Corporation shall agree to a meeting between the Union and the Corporation to discuss the qualifications of employees required by such changes, and whether re-training of existing employees is necessary or feasible.

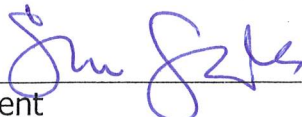
**ARTICLE 22: TERM OF AGREEMENT**

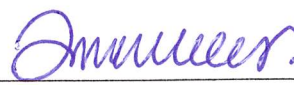
This Agreement will remain in force and effect from the 1st day of January **2018** until the 31st day of December **2020**, and from year to year thereafter unless either party gives notice in writing in the 90-day period prior to the expiration date in any year of its desire to alter or terminate same.


Signed this 3<sup>rd</sup> day of August, 2018 in the City of Stratford, Ontario.

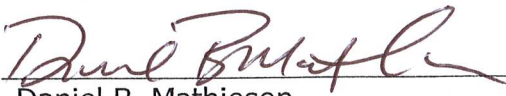
*Signed on behalf of The Canadian Union  
of Public Employees, Local 1385*


*Signed on behalf of The Corporation of  
The City of Stratford*

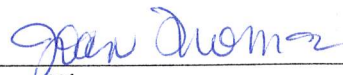
  
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President

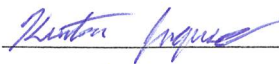
  
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Jacqueline Mockler  
Director of Human Resources

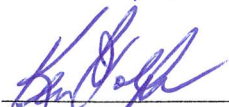
  
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CUPE Representative

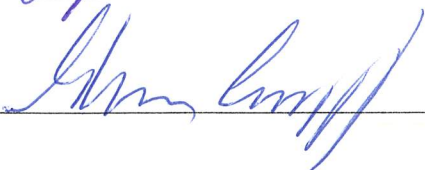
  
\_\_\_\_\_  
Daniel B. Mathieson  
Mayor

  
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Joan Thomson  
Clerk

  
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**LETTER OF UNDERSTANDING**  
**Between The Corporation of the City of Stratford**  
**and The Canadian Union of Public Employees, Local 1385**

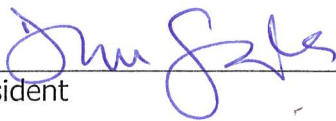
**Inclement Weather**

Employees unable to attend work because of a road closure due to inclement weather, may be compensated for lost time from work within the following parameters:

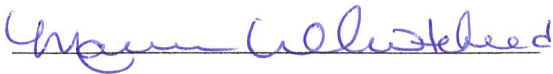
1. The road closure must be the result of a decision by Municipal and/or Provincial Police due to inclement weather conditions which could result in unsafe travel.
2. The closed road must be part of the normal & customary route of the employee between the employee's residence and workplace.
3. Eligible employees may be able to request up to 2 inclement weather days in the period November 15 to March 31.
4. Payment for requested inclement weather days is subject to the standard supervisory approval.
5. Employees residing within the City of Stratford limits will not be eligible to request compensation for inclement weather days.


**Signed this 3<sup>rd</sup> day of August, 2018 in the City of Stratford, Ontario.**

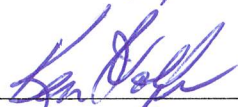
*Signed on behalf of The Canadian Union  
of Public Employees, Local 1385*

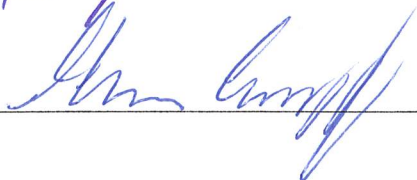
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CUPE Representative

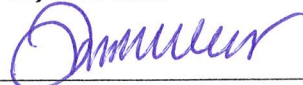
  
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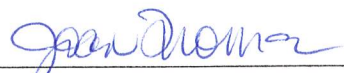
  
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*Signed on behalf of The Corporation of  
The City of Stratford*

  
\_\_\_\_\_  
Jacqueline Mockler  
Director of Human Resources

  
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Daniel B. Mathieson  
Mayor

  
\_\_\_\_\_  
Joan Thomson  
Clerk

**LETTER OF UNDERSTANDING**  
**Between The Corporation of the City of Stratford**  
**and The Canadian Union of Public Employees, Local 1385**  
**Flexible Hours for CUPE Local 1385 Employees**

The Corporation and the Union agree to modify the Collective Agreement to the extent as to permit employees to establish a flexible work schedule.

It is understood and agreed that the business hours of the Corporation shall remain as 8:30 a.m. to 4:30 p.m., Monday through Friday, as set out in the Collective Agreement.

It is agreed that flexible hours shall be between 7:30 a.m. to 6:00 p.m. daily, Monday to Friday. A lunch period may be of one half hour, one hour, or one and a half hours between 11:30 a.m. and 2:30 p.m. subject to the schedule drawn up by the manager of the department.

A schedule will be developed by each department for their staff. The manager will obtain the employees' choice of early or later start. The manager will establish a schedule for all staff and provide each with a copy of the schedule. The manager has the right to adjust the schedule for emergencies due to sickness and scheduled vacation periods or scheduled absences.

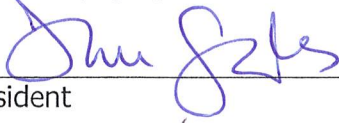
The manager will monitor the effectiveness of the schedule and discuss with employees affected if changes are necessary. Service to the public will be protected.


It is understood that all hours worked after seven hours each day will be credited as overtime. Overtime will be approved in advance by the manager.


When a temporary employee is hired to replace an absent employee, they will take the schedule of that employee being replaced to avoid disruption.

Signed this 3<sup>rd</sup> day of August 2018 in the City of Stratford, Ontario.

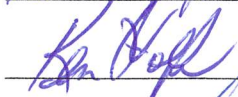
*Signed on behalf of The Canadian Union  
of Public Employees, Local 1385*

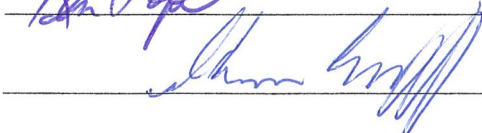
  
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President

  
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CUPE Representative


  
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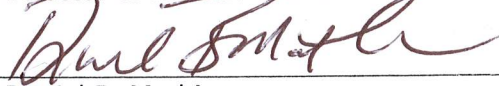
  
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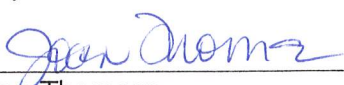
  
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*Signed on behalf of The Corporation of  
The City of Stratford*

  
\_\_\_\_\_  
Jacqueline Mockler  
Director of Human Resources

  
\_\_\_\_\_  
Daniel B. Mathieson  
Mayor

  
\_\_\_\_\_  
Joan Thomson  
Clerk

**LETTER OF UNDERSTANDING**  
**Between The Corporation of the City of Stratford**  
**and The Canadian Union of Public Employees, Local 1385**

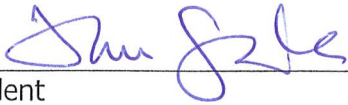
**Job Sharing (New)**

During the 2018 negotiations, language was tabled about Job Sharing.

It is agreed that within 30 calendar days of ratification the parties will meet to discuss and negotiate a Letter of Understanding on the subject.

Signed this 3<sup>rd</sup> day of August 2018 in the City of Stratford, Ontario.

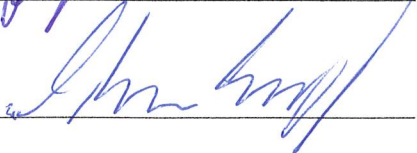
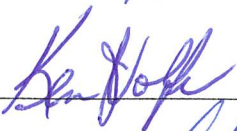
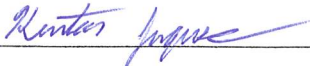
*Signed on behalf of The Canadian Union  
of Public Employees, Local 1385*



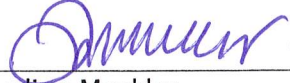
President



CUPE Representative



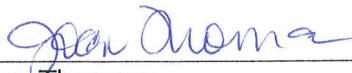
*Signed on behalf of The Corporation of  
The City of Stratford*



Jacqueline Mockler  
Director of Human Resources



Daniel B. Mathieson  
Mayor



Joan Thomson  
Clerk

**LETTER OF UNDERSTANDING**  
**Between The Corporation of the City of Stratford**  
**and The Canadian Union of Public Employees, Local 1385**

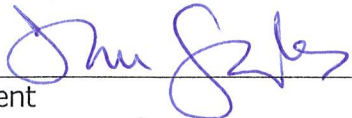
**Schedule A – Position Titles (New)**


During the 2018 negotiations, consensus was reached that the parties intend to jointly review and updated positions titles as listed in Appendix A.

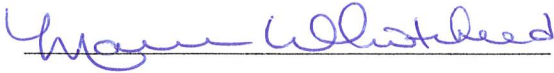
It is agreed that the Resource Teacher position at 2080 hours will be eliminated, with the Resource Teacher position at 1820 hours to be retained.

Signed this 3<sup>rd</sup> day of August 2018 in the City of Stratford, Ontario.

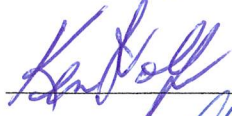
*Signed on behalf of The Canadian Union  
of Public Employees, Local 1385*

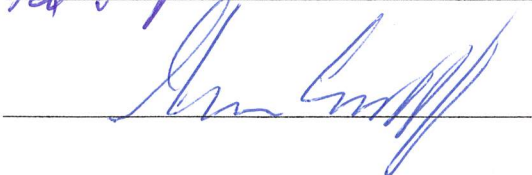
  
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President

  
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CUPE Representative

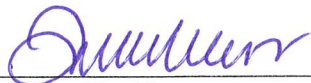
  
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*Signed on behalf of The Corporation of  
The City of Stratford*

  
\_\_\_\_\_  
Jacqueline Mockler  
Director of Human Resources

  
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Daniel B. Mathieson  
Mayor

  
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Joan Thomson  
Clerk



**LETTER OF UNDERSTANDING**  
**Between The Corporation of the City of Stratford**  
**and The Canadian Union of Public Employees, Local 1385**

**Hours of Work/Flex Hours/Service to the Public (New)**

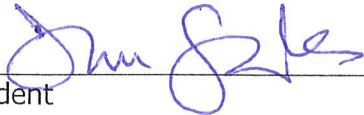
During the 2018 negotiations, the parties discussed hours of work and flex hours given the need to provide service to the public.


It is agreed that within 120 calendar days of ratification, the Corporation and the Union will meet and discuss how to best serve the interests of the public, the Corporation and the employees.

The parties will endeavor to develop and sign a Letter of Understanding for each particular circumstance or initiative.

Signed this 3<sup>rd</sup> day of August 2018 in the City of Stratford, Ontario.

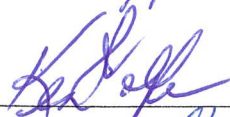
*Signed on behalf of The Canadian Union  
of Public Employees, Local 1385*

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CUPE Representative


  
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*Signed on behalf of The Corporation of  
The City of Stratford*

  
\_\_\_\_\_  
Jacqueline Mockler  
Director of Human Resources

  
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Daniel B. Mathieson  
Mayor

  
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Joan Thomson  
Clerk

CUPE Local 1385 Schedule 'A'

<b>2018</b>		Start	3 Months	9 Months	15 Months	Hourly Rate	Annual Hours
A	Vacant	35,689	36,449	37,208	37,967	20.86	1820
B	Vacant	38,069	38,879	39,688	40,498	22.25	1820
C	Vacant	46,267	47,251	48,236	49,220	23.66	2080
D	Vacant	40,859	41,729	42,598	43,467	23.88	1820
E	Vacant	47,146	48,149	49,152	50,155	24.11	2080
F	Vacant	47,596	48,609	49,621	50,634	24.34	2080
G	Custodian	48,189	49,214	50,239	51,265	24.65	2080
G	Teaching Assistant	48,189	49,214	50,239	51,265	24.65	2080
G	Program Assistant	48,189	49,214	50,239	51,265	24.65	2080
H	Housing Custodian	50,744	51,824	52,904	53,983	25.95	2080
H	Clerk Secretary	44,401	45,346	46,291	47,236	25.95	1820
I	Advisory Committee Secretary	49,643	50,699	51,755	52,812	29.02	1820
I	Clerk Secretary II (IT)	49,643	50,699	51,755	52,812	29.02	1820
J	Recreation Facility Operator	57,328	58,547	59,767	60,987	29.32	2080
J	Day Care Housekeeper	57,328	58,547	59,767	60,987	29.32	2080
J	Clerk Secretary II (Engineering)	50,161	51,228	52,295	53,363	29.32	1820
J	Clerk Secretary II (Tourism)	50,161	51,228	52,295	53,363	29.32	1820
J	Public Housing Office Clerk	50,161	51,228	52,295	53,363	29.32	1820
J	Public Housing Review Clerk	50,161	51,228	52,295	53,363	29.32	1820
J	Social Services Accounts Clerk	50,161	51,228	52,295	53,363	29.32	1820
J	S.H. Co-Ordinated Access Worker	50,161	51,228	52,295	53,363	29.32	1820
K	Clerk Secretary II	52,738	53,860	54,982	56,104	30.83	1820
K	Customer Service Clerk II	52,738	53,860	54,982	56,104	30.83	1820
K	Daycare Accounts Clerk	52,738	53,860	54,982	56,104	30.83	1820
K	Social Services Intake Clerk	52,738	53,860	54,982	56,104	30.83	1820
K	Maintenance Rent Rec Clerk	52,738	53,860	54,982	56,104	30.83	1820
K	Tax Accounts Clerk	52,738	53,860	54,982	56,104	30.83	1820
K	Refrigeration Operator B Licence	60,272	61,554	62,837	64,119	30.83	2080
K	Finance Clerk	52,738	53,860	54,982	56,104	30.83	1820
K	Council Clerk Secretary	52,738	53,860	54,982	56,104	30.83	1820
K	Childcare Worker	52,738	53,860	54,982	56,104	30.83	1820
K	Purchasing Clerk	52,738	53,860	54,982	56,104	30.83	1820
K	Maintenance Management Clerk	52,738	53,860	54,982	56,104	30.83	1820
K	Customer Service/Tax Accounts Clerk	52,738	53,860	54,982	56,104	30.83	1820
L	Social Service Local Systems Support	55,010	56,180	57,351	58,521	32.15	1820
L	Maintenance Repairperson	55,010	56,180	57,351	58,521	32.15	1820
L	Engineering Co-ordinator	55,010	56,180	57,351	58,521	32.15	1820
L	Draftsperson - CADD	55,010	56,180	57,351	58,521	32.15	1820
L	Social Services Outreach Worker	55,010	56,180	57,351	58,521	32.15	1820
L	Recreation Facility Operator II	62,868	64,206	65,544	66,881	32.15	2080
L	Facility Maintenance	62,868	64,206	65,544	66,881	32.15	2080

**2018**

M	Child & Youth Services Co-Ord	56,781	57,989	59,197	60,405	33.19	1820
M	Events Coordinator	56,781	57,989	59,197	60,405	33.19	1820
M	Maintenance Custodian II	64,892	66,273	67,654	69,034	33.19	2080
M	Utility Locator	56,781	57,989	59,197	60,405	33.19	1820
M	Payroll Clerk	56,781	57,989	59,197	60,405	33.19	1820
M	Senior Tax Accounts Clerk	56,781	57,989	59,197	60,405	33.19	1820
M	Housing and Homelessness Coordinator	56,781	57,989	59,197	60,405	33.19	1820
M	Day Care Teacher	64,892	66,273	67,654	69,034	33.19	2080
N	Development Co-ordinator	57,872	59,103	60,335	61,566	33.83	1820
N	Community Placement Worker	57,872	59,103	60,335	61,566	33.83	1820
O	Senior Payroll Clerk	59,929	61,204	62,480	63,755	35.03	1820
O	Public Housing Review Officer	59,929	61,204	62,480	63,755	35.03	1820
O	Locator/Construction Inspector	59,929	61,204	62,480	63,755	35.03	1820
O	Marketing Co-ordinator	59,929	61,204	62,480	63,755	35.03	1820
O	Survey Party Chief	59,929	61,204	62,480	63,755	35.03	1820
P	Public Housing Maintenance Co-Ord	61,945	63,263	64,581	65,899	36.21	1820
P	Business Analyst/Programmer	61,945	63,263	64,581	65,899	36.21	1820
P	Waste Reduction Co-ordinator	61,945	63,263	64,581	65,899	36.21	1820
P	Eligibility Review Officer	61,945	63,263	64,581	65,899	36.21	1820
P	Construction Inspector	61,945	63,263	64,581	65,899	36.21	1820
P	Case Worker II (Eligibility Assess)	61,945	63,263	64,581	65,899	36.21	1820
P	Caseworker I (Income Maintenance)	61,945	63,263	64,581	65,899	36.21	1820
P	Technical Services Co-Ordinator	61,945	63,263	64,581	65,899	36.21	1820
Q	By-Law Enforcement Officer	64,008	65,370	66,732	68,094	37.41	1820
Q	Engineering Design Technician	64,008	65,370	66,732	68,094	37.41	1820
Q	Resource Teacher	64,008	65,370	66,732	68,094	37.41	1820
Q	Social Services Financial Officer	64,008	65,370	66,732	68,094	37.41	1820
Q	Municipal Building Official I	64,008	65,370	66,732	68,094	37.41	1820
Q	Technical Services Co-Ordinator	64,008	65,370	66,732	68,094	37.41	1820
Q	GIS Technician	64,008	65,370	66,732	68,094	37.41	1820
Q	Accounting Clerk	64,008	65,370	66,732	68,094	37.41	1820
Q	Intensive Housing & Community Outreach Coordinator	64,008	65,370	66,732	68,094	37.41	1820
R	Water Resource Technician	65,958	67,361	68,765	70,168	38.55	1820
R	Early Years Program Coordinator	65,958	67,361	68,765	70,168	38.55	1820
R	Compliance Coordinator	65,958	67,361	68,765	70,168	38.55	1820
S	Housing Stability Policy & Program Coordinator	67,993	69,440	70,887	72,333	39.74	1820
S	Municipal Building Official II	67,993	69,440	70,887	72,333	39.74	1820
S	Research & Program Analyst	67,993	69,440	70,887	72,333	39.74	1820
T	Planner	70,162	71,655	73,148	74,640	41.01	1820

**Employees are not required to be on standby.**

CUPE Local 1385 Schedule 'A'

<b>2019</b>		Start	3 Months	9 Months	15 Months	Hourly Rate	Annual Hours
A	Vacant	36,135	36,904	37,673	38,442	21.12	1820
B	Vacant	38,544	39,365	40,185	41,005	22.53	1820
C	Vacant	46,845	47,842	48,839	49,835	23.96	2080
D	Vacant	41,370	42,250	43,130	44,011	24.18	1820
E	Vacant	47,735	48,751	49,767	50,782	24.41	2080
F	Vacant	48,191	49,216	50,242	51,267	24.65	2080
G	Custodian	48,791	49,829	50,867	51,906	24.95	2080
G	Teaching Assistant	48,791	49,829	50,867	51,906	24.95	2080
G	Program Assistant	48,791	49,829	50,867	51,906	24.95	2080
H	Housing Custodian	51,379	52,472	53,565	54,658	26.28	2080
H	Clerk Secretary	44,956	45,913	46,869	47,826	26.28	1820
I	Advisory Committee Secretary	50,264	51,333	52,402	53,472	29.38	1820
I	Clerk Secretary II (IT)	50,264	51,333	52,402	53,472	29.38	1820
J	Recreation Facility Operator	58,044	59,279	60,514	61,749	29.69	2080
J	Day Care Housekeeper	58,044	59,279	60,514	61,749	29.69	2080
J	Clerk Secretary II (Engineering)	50,788	51,868	52,949	54,030	29.69	1820
J	Clerk Secretary II (Tourism)	50,788	51,868	52,949	54,030	29.69	1820
J	Public Housing Office Clerk	50,788	51,868	52,949	54,030	29.69	1820
J	Public Housing Review Clerk	50,788	51,868	52,949	54,030	29.69	1820
J	Social Services Accounts Clerk	50,788	51,868	52,949	54,030	29.69	1820
J	S.H. Co-Ordinated Access Worker	50,788	51,868	52,949	54,030	29.69	1820
K	Clerk Secretary II	53,397	54,533	55,669	56,805	31.21	1820
K	Customer Service Clerk II	53,397	54,533	55,669	56,805	31.21	1820
K	Daycare Accounts Clerk	53,397	54,533	55,669	56,805	31.21	1820
K	Social Services Intake Clerk	53,397	54,533	55,669	56,805	31.21	1820
K	Maintenance Rent Rec Clerk	53,397	54,533	55,669	56,805	31.21	1820
K	Tax Accounts Clerk	53,397	54,533	55,669	56,805	31.21	1820
K	Refrigeration Operator B Licence	61,025	62,324	63,622	64,920	31.21	2080
K	Finance Clerk	53,397	54,533	55,669	56,805	31.21	1820
K	Council Clerk Secretary	53,397	54,533	55,669	56,805	31.21	1820
K	Childcare Worker	53,397	54,533	55,669	56,805	31.21	1820
K	Purchasing Clerk	53,397	54,533	55,669	56,805	31.21	1820
K	Maintenance Management Clerk	53,397	54,533	55,669	56,805	31.21	1820
K	Customer Service/Tax Accounts Clerk	53,397	54,533	55,669	56,805	31.21	1820
L	Social Service Local Systems Support	55,697	56,882	58,067	59,253	32.56	1820
L	Maintenance Repairperson	55,697	56,882	58,067	59,253	32.56	1820
L	Engineering Co-ordinator	55,697	56,882	58,067	59,253	32.56	1820
L	Draftsperson - CADD	55,697	56,882	58,067	59,253	32.56	1820
L	Social Services Outreach Worker	55,697	56,882	58,067	59,253	32.56	1820
L	Recreation Facility Operator II	63,654	65,009	66,363	67,717	32.56	2080
L	Facility Maintenance	63,654	65,009	66,363	67,717	32.56	2080

**2019**

M	Child & Youth Services Co-Ord	57,491	58,714	59,937	61,160	33.60	1820
M	Events Coordinator	57,491	58,714	59,937	61,160	33.60	1820
M	Maintenance Custodian II	65,704	67,101	68,499	69,897	33.60	2080
M	Utility Locator	57,491	58,714	59,937	61,160	33.60	1820
M	Payroll Clerk	57,491	58,714	59,937	61,160	33.60	1820
M	Senior Tax Accounts Clerk	57,491	58,714	59,937	61,160	33.60	1820
M	Housing and Homelessness Coordinator	57,491	58,714	59,937	61,160	33.60	1820
M	Day Care Teacher	65,704	67,101	68,499	69,897	33.60	2080
N	Development Co-ordinator	58,595	59,842	61,089	62,336	34.25	1820
N	Community Placement Worker	58,595	59,842	61,089	62,336	34.25	1820
O	Senior Payroll Clerk	60,678	61,969	63,261	64,552	35.47	1820
O	Public Housing Review Officer	60,678	61,969	63,261	64,552	35.47	1820
O	Locator/Construction Inspector	60,678	61,969	63,261	64,552	35.47	1820
O	Marketing Co-ordinator	60,678	61,969	63,261	64,552	35.47	1820
O	Survey Party Chief	60,678	61,969	63,261	64,552	35.47	1820
P	Public Housing Maintenance Co-Ord	62,719	64,053	65,388	66,722	36.66	1820
P	Business Analyst/Programmer	62,719	64,053	65,388	66,722	36.66	1820
P	Waste Reduction Co-ordinator	62,719	64,053	65,388	66,722	36.66	1820
P	Eligibility Review Officer	62,719	64,053	65,388	66,722	36.66	1820
P	Construction Inspector	62,719	64,053	65,388	66,722	36.66	1820
P	Case Worker II (Eligibility Assess)	62,719	64,053	65,388	66,722	36.66	1820
P	Caseworker I (Income Maintenance)	62,719	64,053	65,388	66,722	36.66	1820
P	Technical Services Co-Ordinator	62,719	64,053	65,388	66,722	36.66	1820
Q	By-Law Enforcement Officer	64,808	66,187	67,566	68,945	37.88	1820
Q	Engineering Design Technician	64,808	66,187	67,566	68,945	37.88	1820
Q	Resource Teacher	64,808	66,187	67,566	68,945	37.88	1820
Q	Social Services Financial Officer	64,808	66,187	67,566	68,945	37.88	1820
Q	Municipal Building Official I	64,808	66,187	67,566	68,945	37.88	1820
Q	Technical Services Co-Ordinator	64,808	66,187	67,566	68,945	37.88	1820
Q	GIS Technician	64,808	66,187	67,566	68,945	37.88	1820
Q	Accounting Clerk	64,808	66,187	67,566	68,945	37.88	1820
Q	Intensive Housing & Community Outreach Coordinator	64,808	66,187	67,566	68,945	37.88	1820
R	Water Resource Technician	66,783	68,203	69,624	71,045	39.04	1820
R	Early Years Program Coordinator	66,783	68,203	69,624	71,045	39.04	1820
R	Compliance Coordinator	66,783	68,203	69,624	71,045	39.04	1820
S	Housing Stability Policy & Program Coordinator	68,843	70,308	71,773	73,237	40.24	1820
S	Municipal Building Official II	68,843	70,308	71,773	73,237	40.24	1820
S	Research & Program Analyst	68,843	70,308	71,773	73,237	40.24	1820
T	Planner	71,039	72,551	74,062	75,573	41.52	1820

**Employees are not required to be on standby.**

CUPE Local 1385 Schedule 'A'

<b>2020</b>		Start	3 Months	9 Months	15 Months	15 Month Hourly Rate	Total Annual Hours
A	Vacant	36,677	37,458	38,238	39,019	21.44	1820
B	Vacant	39,123	39,955	40,787	41,620	22.87	1820
C	Vacant	47,548	48,560	49,571	50,583	24.32	2080
D	Vacant	41,991	42,884	43,777	44,671	24.54	1820
E	Vacant	48,451	49,482	50,513	51,544	24.78	2080
F	Vacant	48,914	49,954	50,995	52,036	25.02	2080
G	Custodian	49,523	50,577	51,630	52,684	25.33	2080
G	Teaching Assistant	49,523	50,577	51,630	52,684	25.33	2080
G	Program Assistant	49,523	50,577	51,630	52,684	25.33	2080
H	Housing Custodian	52,149	53,259	54,369	55,478	26.67	2080
H	Clerk Secretary	45,631	46,602	47,572	48,543	26.67	1820
I	Advisory Committee Secretary	51,017	52,103	53,188	54,274	29.82	1820
I	Clerk Secretary II (IT)	51,017	52,103	53,188	54,274	29.82	1820
J	Recreation Facility Operator	58,915	60,168	61,422	62,676	30.13	2080
J	Day Care Housekeeper	58,915	60,168	61,422	62,676	30.13	2080
J	Clerk Secretary II (Engineering)	51,550	52,647	53,743	54,840	30.13	1820
J	Clerk Secretary II (Tourism)	51,550	52,647	53,743	54,840	30.13	1820
J	Public Housing Office Clerk	51,550	52,647	53,743	54,840	30.13	1820
J	Public Housing Review Clerk	51,550	52,647	53,743	54,840	30.13	1820
J	Social Services Accounts Clerk	51,550	52,647	53,743	54,840	30.13	1820
J	S.H. Co-Ordinated Access Worker	51,550	52,647	53,743	54,840	30.13	1820
K	Clerk Secretary II	54,198	55,351	56,504	57,657	31.68	1820
K	Customer Service Clerk II	54,198	55,351	56,504	57,657	31.68	1820
K	Daycare Accounts Clerk	54,198	55,351	56,504	57,657	31.68	1820
K	Social Services Intake Clerk	54,198	55,351	56,504	57,657	31.68	1820
K	Maintenance Rent Rec Clerk	54,198	55,351	56,504	57,657	31.68	1820
K	Tax Accounts Clerk	54,198	55,351	56,504	57,657	31.68	1820
K	Refrigeration Operator B Licence	61,941	63,258	64,576	65,894	31.68	2080
K	Finance Clerk	54,198	55,351	56,504	57,657	31.68	1820
K	Council Clerk Secretary	54,198	55,351	56,504	57,657	31.68	1820
K	Childcare Worker	54,198	55,351	56,504	57,657	31.68	1820
K	Purchasing Clerk	54,198	55,351	56,504	57,657	31.68	1820
K	Maintenance Management Clerk	54,198	55,351	56,504	57,657	31.68	1820
K	Customer Service/Tax Accounts Clerk	54,198	55,351	56,504	57,657	31.68	1820
L	Social Service Local Systems Support	56,533	57,736	58,939	60,141	33.04	1820
L	Maintenance Repairperson	56,533	57,736	58,939	60,141	33.04	1820
L	Engineering Co-ordinator	56,533	57,736	58,939	60,141	33.04	1820
L	Draftsperson - CADD	56,533	57,736	58,939	60,141	33.04	1820
L	Social Services Outreach Worker	56,533	57,736	58,939	60,141	33.04	1820
L	Recreation Facility Operator II	64,609	65,984	67,358	68,733	33.04	2080
L	Facility Maintenance	64,609	65,984	67,358	68,733	33.04	2080

**2020**

		-					
M	Child & Youth Services Co-Ord	58,353	59,594	60,836	62,078	34.11	1820
M	Events Coordinator	58,353	59,594	60,836	62,078	34.11	1820
M	Maintenance Custodian II	66,689	68,108	69,527	70,946	34.11	2080
M	Utility Locator	58,353	59,594	60,836	62,078	34.11	1820
M	Payroll Clerk	58,353	59,594	60,836	62,078	34.11	1820
M	Senior Tax Accounts Clerk	58,353	59,594	60,836	62,078	34.11	1820
M	Housing and Homelessness Coordinator	58,353	59,594	60,836	62,078	34.11	1820
M	Day Care Teacher	66,689	68,108	69,527	70,946	34.11	2080
N	Development Co-ordinator	59,474	60,740	62,005	63,271	34.76	1820
N	Community Placement Worker	59,474	60,740	62,005	63,271	34.76	1820
O	Senior Payroll Clerk	61,589	62,899	64,209	65,520	36.00	1820
O	Public Housing Review Officer	61,589	62,899	64,209	65,520	36.00	1820
O	Locator/Construction Inspector	61,589	62,899	64,209	65,520	36.00	1820
O	Marketing Co-ordinator	61,589	62,899	64,209	65,520	36.00	1820
O	Survey Party Chief	61,589	62,899	64,209	65,520	36.00	1820
P	Public Housing Maintenance Co-Ord	63,660	65,014	66,369	67,723	37.21	1820
P	Business Analyst/Programmer	63,660	65,014	66,369	67,723	37.21	1820
P	Waste Reduction Co-ordinator	63,660	65,014	66,369	67,723	37.21	1820
P	Eligibility Review Officer	63,660	65,014	66,369	67,723	37.21	1820
P	Construction Inspector	63,660	65,014	66,369	67,723	37.21	1820
P	Case Worker II (Eligibility Assess)	63,660	65,014	66,369	67,723	37.21	1820
P	Caseworker I (Income Maintenance)	63,660	65,014	66,369	67,723	37.21	1820
P	Technical Services Co-Ordinator	63,660	65,014	66,369	67,723	37.21	1820
Q	By-Law Enforcement Officer	65,780	67,180	68,580	69,979	38.45	1820
Q	Engineering Design Technician	65,780	67,180	68,580	69,979	38.45	1820
Q	Resource Teacher	65,780	67,180	68,580	69,979	38.45	1820
Q	Social Services Financial Officer	65,780	67,180	68,580	69,979	38.45	1820
Q	Municipal Building Official I	65,780	67,180	68,580	69,979	38.45	1820
Q	Technical Services Co-Ordinator	65,780	67,180	68,580	69,979	38.45	1820
Q	GIS Technician	65,780	67,180	68,580	69,979	38.45	1820
Q	Accounting Clerk	65,780	67,180	68,580	69,979	38.45	1820
Q	Intensive Housing & Community Outreach Coordinator	65,780	67,180	68,580	69,979	38.45	1820
R	Water Resource Technician	67,784	69,226	70,669	72,111	39.62	1820
R	Early Years Program Coordinator	67,784	69,226	70,669	72,111	39.62	1820
R	Compliance Coordinator	67,784	69,226	70,669	72,111	39.62	1820
S	Housing Stability Policy & Program Coordinator	69,876	71,363	72,849	74,336	40.84	1820
S	Municipal Building Official II	69,876	71,363	72,849	74,336	40.84	1820
S	Research & Program Analyst	69,876	71,363	72,849	74,336	40.84	1820
T	Planner	72,105	73,639	75,173	76,707	42.15	1820

**Employees are not required to be on standby.**

**SCHEDULE B  
CITY OF STRATFORD CASUAL WAGE RATE**

	Wage if Under 18 Years Old	Wage if Over 18 Years Old
<b>COMMUNITY SERVICES</b>		
<b>Lions Pool Program</b>		
Supervisor	\$14.65	\$15.50
Assistant Supervisor	\$14.15	\$15.00
Instructor/Lifeguard	\$13.65	\$14.50
Lifeguard-in-training	\$13.15	\$14.00
<b>Day Camp Program</b>		
Supervisor	\$14.65	\$15.50
Assistant Supervisor	\$14.15	\$15.00
Leader	\$13.65	\$14.50
Leader-in-Training	\$13.15	\$14.00
<b>Kiwanis Community Centre</b>		
Building Attendants	\$13.15	\$14.00
<b>Facilities</b>		
Washroom Attendants	\$13.15	\$14.00
<b>ENGINEERING AND PUBLIC WORKS</b>		
Engineering Co-op Student	\$14.15	\$15.00
<b>BUILDING AND PLANNING</b>		
Building and Planning Co-op Student	\$14.15	\$15.00
Washroom Attendants	\$13.15	\$14.00
<b>SOCIAL SERVICES</b>		
Day Care Student	\$13.15	\$14.00
Social Services Student	\$13.15	\$14.00

The classifications listed above shall be paid at least minimum wage, per Employment Standards Act and Regulations, including maintaining the existing cent per hour differentials above minimum wage, as per the above noted City of Stratford Casual Wage Rate Schedule.





**MAINTENANCE MANUAL**

**between**

**City of Stratford**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its**

**LOCAL 1385**

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## ARTICLE 1 - PURPOSE

- a) The purpose of this manual is to outline the procedures for the maintenance of the Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Job Evaluation Program between CUPE Local 1385 and the City of Stratford.
- b) To jointly maintain the job evaluation plan for all jobs within CUPE Local 1385.

## ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

<b>Collective Agreement</b>	The collective agreement currently in effect between the employer and CUPE Local 1385.
<b>Degree Level</b>	The actual measurement levels within each subfactor.
<b>Duty</b>	Is made up of a number of tasks.
<b>Factors</b>	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
<b>Green-Circled Rate</b>	The wage rate that is lower than the newly established wage rate.
<b>Gender-Neutral</b>	Any practice or program which does not discriminate between men and women.
<b>Increment</b>	One of a series of fixed rates on a salary range.
<b>Incumbent</b>	An employee assigned to a job.
<b>Job</b>	Is made up of a collection of duties and responsibilities.
<b>Job Analysis</b>	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation.
<b>Job Analysis Questionnaire</b>	The instrument used to collect and record job data and forms part of the job documents.
<b>Job Description</b>	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
<b>Job Evaluation</b>	A process which measures the value of jobs in relation to each other; this value is expressed in points.
<b>Job Evaluation Plan</b>	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.
<b>Maintenance Committee</b>	The Committee responsible for the maintenance of the job evaluation plan and which is made up of equal representatives from union and management.
<b>Out-of-Schedule Rate</b>	A wage rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a

	specified period of time.
<b>Pay Grade</b>	A designated salary range within the salary schedule including increments, if any.
<b>Points</b>	The numerical expression assigned to each degree level within each subfactor.
<b>Rating</b>	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
<b>Rating Sheet</b>	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
<b>Red-Circled Rate</b>	The wage rate that is higher than the newly established wage rate.
<b>Salary Schedule</b>	A listing of job titles, point bandings and pay grades.
<b>Sore-Thumbing</b>	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by a factor-by-factor basis or on a total point basis.
<b>Subfactors</b>	Are components of the four major factors.
<b>Tasks</b>	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
<b>Total Points</b>	The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation plan.

### **ARTICLE 3 – THE MAINTENANCE COMMITTEE**

- 3.1 The Maintenance Committee shall have equal representation and participation from the parties, consisting of three (3) representatives from the employer and 3 (three) representatives from the local union.
- 3.2 The employer and the union shall each designate one of its representatives to act as Co-chairperson. The Co-chairpersons are responsible for:
- a) The chairing of the Committee meetings;
  - b) The scheduling of regular Committee meetings which include notification of appropriate supervisors for Committee members' attendance;
  - c) Establishing the priority of matters to be acted upon by the Committee.
- 3.3 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.

- 3.4 The employer will provide administrative support to the Committee. The person performing these functions shall not be a member of the Committee. These services shall be under the direction of the Co-chairs and shall include:
- a) The distribution of all Committee correspondence to the Committee Co-chairpersons;
  - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
  - c) The preparation and distribution of minutes;
  - d) The preparation and distribution of Committee documents.
- 3.5 The Union Committee members and any alternates appointed by the union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.6 Union Committee members shall be replaced in their regular jobs for such time as they are working on the Maintenance Committee. Such replacements will have all the rights and privileges of the collective agreement.
- 3.7 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7.
- 3.8 The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's Co-chairperson.
- 3.9 Either party to the agreement may engage advisors to assist its representatives on the Maintenance Committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

#### **ARTICLE 4 – MANDATE OF THE MAINTENANCE COMMITTEE**

The Maintenance Committee shall maintain the Job Evaluation Program by:

- a) Evaluating all the jobs using the job evaluation plan;
- b) Maintaining the integrity of the program;
- c) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.
- d) Recording the results and rationale on the rating sheet and completing the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the Maintenance Committee, Co-chairs, incumbent(s), supervisor and the union.
- e) Documenting decision criteria and precedents on an on-going basis for future Committee reference.

## **ARTICLE 5 – JOB ANALYSIS PROCEDURES FOR RATING NEW AND/OR CHANGED JOBS**

5.1 The following general procedure shall be used to rate jobs:

a) **Step 1**

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the Maintenance Committee along with the copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

b) **Step 2**

The Committee shall, if necessary, draft a new job description based on the information gathered. Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The Committee shall submit the job description to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

c) **Step 3**

The job shall be rated based on the agreed-upon job description in accordance with the job evaluation plan. The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the workplace.

d) **Step 4**

When the Committee has completed rating the job, it will provide the supervisor and the incumbent(s) with a copy of the job description and Advice of Rating Form (Appendix A).

5.2 In the application of the job evaluation plan, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are rated at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition, and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- e) No interpolation of subfactor degrees (i.e. mid-points) is permitted;
- f) The factors and subfactors must have an impact on all jobs being rated;
- g) Rating decisions shall include a sore-thumbing process to ensure consistency in Committee decisions;
- h) A Committee member shall be excused from rating his or her own job, the position of a direct subordinate, or any person where the rating of that job may place them in a conflict of interest situation.

**ARTICLE 6 – MAINTAINING THE JOB EVALUATION PROGRAM**

6.1 It is important that the parties maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request and to complete a review of all jobs every four (4) years. The initial review was March 2004, the 2<sup>nd</sup> review was March 2008. The 3<sup>rd</sup> review was March 2012. The next review will take place in March 2016.

The Corporation and the Union agree that the Steering Committee will meet within ninety (90) days from ratification of the Collective Agreement to discuss the roll out of the 2012 project and discuss next steps for future projects.

## *6.2 Job Evaluation Procedures for Changed Jobs*

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Reconsideration Form (Appendix B).
- b) Upon receipt of a completed Reconsideration Form, the Maintenance Committee shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire along with revisions to the job description. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the workplace. Based on this information, the Committee shall update the job description as necessary;
- c) Where the job description has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix A). The rating of the job shall determine the pay grade for the job.

## *6.3 Job Evaluation Procedures for New Jobs*

Whenever the employer establishes a new job, the following procedures shall apply:

- a) The employer shall prepare a draft job description for the job;
- b) The Maintenance Committee shall meet and establish a temporary pay grade for the job, based on the draft job description;
- c) The job shall be posted and any person appointed to the job shall be paid the temporary rate of pay in the temporary pay grade.
- d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the Maintenance Committee. The Maintenance Committee shall finalize the job description and rate the job according to the procedure set out in Article 5.



- e) If the pay grade increases as a result of the six-month review, such increase shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the pay grade of the job decreases as the result of this six-month re-examination of the job, the incumbent shall receive full red-circling protection for the duration of his or her tenure in the job.

## **ARTICLE 7 – JOB EVALUATION PROCEDURES FOR DISAGREEMENT WITH RATING**

Within sixty (60) days of receipt of the Advice of Rating Form (Appendix A) in accordance with Articles 5.1, 6.2 and 6.3, the following procedures shall apply:

- a) The incumbent(s)/union and/or the supervisor/employer may request reconsideration of the job description and/or the job rating by completing and submitting a Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the job description and/or the rating of the job.
- b) The incumbent(s) and the supervisor may make a presentation to the Committee.
- c) The Maintenance Committee shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected.
- d) The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).

## **ARTICLE 8 – SETTLEMENT OF DISAGREEMENTS WITHIN THE J.J.E.C.**

8.1 In the event the Maintenance Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 7.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.

8.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.

- 8.3 The arbitrator shall decide the matter upon which the Maintenance Committee has been unable to agree and his/her decision shall be final and binding on the Maintenance Committee, the employer, the union and all affected employees. The arbitrator shall be bound by the terms of this Maintenance Manual and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 8.4 The employer and the union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 8.5 The arbitrator's fees and expenses shall be borne equally between the parties.
- 8.6 The time limits contained in this Article may be extended by mutual agreement of the parties.

#### **ARTICLE 9 – APPLYING THE RATING TO THE SALARY RANGES**

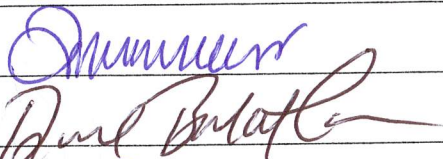
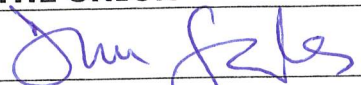
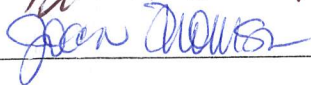

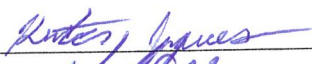
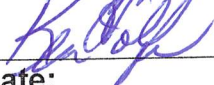
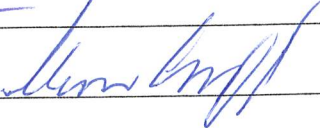
- 9.1 Job ratings serve to:
- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
  - b) provide the basis upon which wage rate relationships between jobs are established;
  - c) measure changes in job content;
  - d) assign jobs into their proper pay grade in the salary schedule.
- 9.2 The total point allocation shall be used to determine the salary range for the jobs. Salary ranges are provided in the Collective Agreement.
- 9.3 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Reconsideration Form was submitted. The incumbent's shall retain the same place on any increment grid.
- 9.4 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such jobs shall be identified as "Red-Circled" and shall continue to receive all negotiated increases and shall continue to

progress through any increments of the salary range to the job rate of the previous pay grade.

- 9.5 If a job is at the top of the existing salary range, the incumbent(s) rate of pay shall be adjusted to the top of the newly assigned salary range provided the new range is higher than the existing range.
- 9.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
- 9.7 All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

**ARTICLE 10 - CONCLUSION AND IMPLEMENTATION**

- 10.1 The Maintenance Committee shall report its recommendations for change to the job evaluation plan or its Maintenance Manual to the parties for ratification.
- 10.2 This Maintenance Manual, including all appendices, the Job Evaluation Plan, job descriptions and any other documents as agreed to by the Maintenance Committee shall be deemed to be included in the Collective Agreement, effective the date of signing of this Maintenance Manual.

FOR THE EMPLOYER	FOR THE UNION
	
	
	
	
	
Date: August 3, 2018	Date:



## Appendix A - ADVICE OF RATING FORM

<b>Incumbent's Name:</b>	
<b>Job Title:</b>	<b>Job #:</b>
<b>Department:</b>	<b>Location:</b>
<b>Current Pay Grade:</b>	

**This is to advise the rating for the job to which you have been appointed is as follows:**

<b>JOB RATING</b>											
Subfactors	KNO	EXP	JUD	MEN	PHY	DEX	ACC	SAF	SUP	CON	W/C
Degree											
Points											
<b>Total Points:</b>											
<b>RATING RESULTS:</b> <input type="checkbox"/> No Change <input type="checkbox"/> Change in Points <input type="checkbox"/> Change in Band											
Pay Grade: _____ Increment: _____											

<b>Employer Co-Chairperson:</b>	<b>Union Co-Chairperson:</b>
<b>Date:</b>	<b>Date:</b>

<b>Maintenance Committee/Human Resources to send copies to:</b>		
<input type="checkbox"/> Incumbent(s)	<input type="checkbox"/> Supervisor	<input type="checkbox"/> Union





**LETTER OF UNDERSTANDING**  
**Between The Corporation of the City of Stratford**  
**and The Canadian Union of Public Employees, Local 1385**

**CUPE Joint Job Evaluation – Maintenance Committee (New)**

The Maintenance Committee will meet at least four times per calendar year and quorum, if necessary, is 2/2.

The parties agree to an interim step prior to the "Advisor" stage that Maintenance Committee disagreements will be referred to a local joint review committee to ensure this is an adequate understanding of the facts relevant under the Job Evaluation plan.

Assuming this interim review step reaches consensus on the relevant facts, this determination will be referred back to the Maintenance Committee for it to finalize its role.

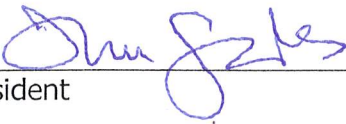
If the review committee is unable to reach consensus, the next stage is the designation of Advisors under the plan.

This interim review step is a pilot project which either party may opt out of on six months' notice.

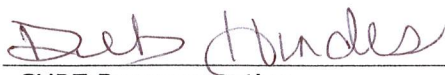
The parties share the intent of not negating the role of the Maintenance Committee.

Signed this 3<sup>rd</sup> day of August 2018 in the City of Stratford, Ontario.

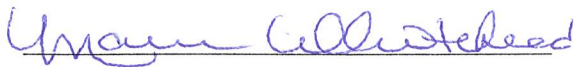
*Signed on behalf of The Canadian Union  
of Public Employees, Local 1385*



President



CUPE Representative



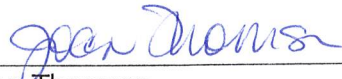
*Signed on behalf of The Corporation of  
The City of Stratford*



Jacqueline Mockler  
Director of Human Resources



Daniel B. Mathieson  
Mayor



Joan Thomson  
Clerk

