

Collective Agreement

**Between
The Corporation of the City of Stratford
and
The Canadian Union of Public Employees
and its Local 1385**

**1 January 2021
to
31 December 2022**

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This Agreement made this 15th day of February, **2023**

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.

Whereas it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Corporation and the Union, to promote co-operation and understanding between the Corporation and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages to encourage efficiency in operation, and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

And Whereas it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

Now, therefore, this Agreement witnessed that the parties hereto in consideration of the mutual covenants hereinafter contained agree each with the other as follows:

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, **ancestry**, colour, **ethnic origin**, **citizenship**, sex, **sexual orientation**, **gender expression**, **gender identity**, **age**, **record of offenses**, **disability**, **marital status**, **family status**, **creed**, political affiliation, place of **origin**, nor by reason of **their** membership or non-membership in a trade union **or any other prohibition of the Human Rights Act of Ontario**.

The Union and the Corporation are committed to a workplace free of harassment and discrimination of any form, including racial and sexual harassment. Accordingly, the Corporation agrees to educate all employees in regards to its policies and the procedures to report any incident of workplace harassment or discrimination. The Corporation promotes respect in the workplace and will post our Harassment, Racial and Sexual Harassment and Discrimination policy statement of this commitment to this principle at all work locations.

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 **Article #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 **them** 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 **defined as a non-permanent employee who is hired to replace an employee listed in Schedule "A" of this contract for a limited period of time**. A temporary employee may be employed for a period not to exceed six months in any twelve month period **with the exception of replacement for:**

- (i) maternity, parental or adoption leave replacement which shall not exceed **the length of the permanent employee scheduled return date up to seventy-eight (78) weeks;**
- (ii) **a Long-Term Disability leave of up to twenty-four (24) months maximum;**
- (iii) **call in or supply staff.**

Definitions:

Supply Staff (Day Care Centre) – “Supply Staff” means a person hired to replace a daycare employee who is off work to provide coverage and meet legislative compliance pertaining to ratios in the Day Care Centre on a temporary, non permanent basis.

Call-In Staff – “Call-In Staff” means a person hired to replace an employee on Schedule A or when additional labour is required to support staff for special events/emergency circumstances on a temporary non permanent basis.

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. **An employee may request a printed copy if they require an alternate format.**
- ii) Union **Representative** to Interview New Employees:

The union will receive notification from Human Resources prior to start date of a new employee in the bargaining unit. A union representative will schedule up to thirty (30) minutes of time during work hours to orientate a new employee to the Union within five (5) working days of the start date, where possible This may be

complete in person where convenient, or virtually with employers technology (ie. Virtual Conference).

The union representative shall provide a current listing of CUPE Local 1385 Executive to the employee.

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 **Article 20**.

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. **Any steward or union representative(s) required and/or requested to attend meetings with the Corporation held within working hours shall do so without loss of remuneration. Such meetings shall be a times mutually agreeable to the parties.**

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.

The Corporation shall compensate the grievance committee for lost time from any regularly assigned work at their straight time rate for time spent investigating the background of a grievance and attending meetings between the Corporation and the union, excluding arbitration.

Article 7: Grievance Procedure

a) 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 **they have given their** immediate supervisor an opportunity to adjust **their** complaint. If an employee has a complaint, **they** shall discuss it with **their** 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 **and it not to the satisfaction of the Union, then the matter may be presented** 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. If an employee has a

complaint, **they** and **their** 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 **the Union** 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 the Union 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 **their** probationary period that **they have** 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 **shall follow its progressive disciplinary process and** 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 **their** 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 **their** 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.
- i) At the request of either, and with mutual agreement between both parties a mutually agreeable Mediator may attempt to achieve settlement, prior to Arbitration. It is agreed and understood that any Mediator used in effort to settle, would not be available to the parties in a role as Arbitrator selected.**

Article 9: Seniority and Job Postings

a) Probationary Period and Seniority:

Until an employee has completed a probationary period of **560 hours (7 hour day worked or 640 hours (8 hour day worked)**, **they** shall be considered to be on a probationary basis, having no seniority rights, and **their** 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 **they** commenced **their** 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 **their** employment shall be terminated for any of the following reasons:

- i) If the employee quits.
- ii) If the employee is discharged and **their** 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 **they have** 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 **their** 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 **twenty-four (24)** months, at the end of **twenty-four (24)** 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 **seven (7)** 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 **their** 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, **they** shall be returned to **their** 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 **seven (7)** 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 **their** 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 **they are** 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 **they are** 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 number 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.

h) Organizational Change:

In the event of a proposed lay-off or the elimination of a position, the Employer agrees that it will meet with all representatives of the Union to discuss ways to minimize the impact on the Bargaining Unit and affected members. Discussions may include but not be limited to:

- (i) Identifying vacant positions with the Employer or positions which are currently filled but which will become vacant within a (3) three month period.**
- (ii) Identifying and discussing any applicable re-training needs of Employees and the existence of any retraining opportunities for**

Employees who are or who would otherwise be laid off. The Employer and the Union will cooperate so that Employees who have been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived;

- (iii) Identifying employees who are eligible and willing to accept an early retirement for the purpose of reducing positions subject to layoff.**

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 endeavor 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, **they** 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 **their** 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 **\$1.20** per hour **effective January 1, 2021** for the complete shift. A Sunday shift premium of **\$1.35** per hour **effective January 1, 2021** 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 **their** regular rate on the basis of **their** 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
Civic Holiday	Christmas Day
Boxing Day	½ Day Christmas Eve
½ Day New Year's Eve Day	

All special holidays declared by the Corporation **or Provincial Government.**

- 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 **they** will not be disqualified from receiving holiday pay provided **they have** 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 11th), and also Canada Day (and not actually on July 1st) 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. **Any employees hired after January 1, 2022, will accrue vacation on a monthly basis prorated in the first year of employment. They may use any accumulated vacation time off between their date of hire and December 31 of their first year of employment.** 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 **their** 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 **1 day per month up to a maximum of 10 days** of vacation
 - iii. After 3 years of continuous service **15 days** of vacation
 - iv. After 9 years of continuous service **20 days** of vacation
 - v. After 14 years of continuous service **25 days** of vacation
 - vi. After 23 years of continuous service **30 days** 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 **their** 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 28th each year for the next twelve (12) months. The employer shall, by March 15th grant vacation in accordance with seniority and consistent with the efficient operation of the Corporation.
- e) Requests made after February 28th 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 28th 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 grand parented.

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 28th, 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 **their** 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 **their** 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 **they are** unable to carry out **their** 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., **they** shall not receive sick leave credits for the period of such absence, but shall retain **their** 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 **their** sick leave credits. Any such extension granted shall be repaid by the employee upon **their** return to duty through **their** normal monthly accumulations.
- vii) An employee having accrued sick leave to **their** 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 **their** 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 **they are** 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 **their** 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 **their** 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 **for up to one (1) year without pay for legitimate personal reasons such as furthering education, personal or family care, or military service. This may be extended upon receipt of request by the employee no later than sixty (60) days prior to return date. The employer will respond no later than thirty (30) days of request.** 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 **seven (7)** days' leave of absence with pay in case of the death of employee's parent, step-parent, spouse or child/**step-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 **and estate settlement business**.

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 **their** normal earnings for the time lost from **their** employment as a result of **their** required attendance as a Juror or as a witness as aforesaid upon presentation by the employee to the Corporation of proof of **their** 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 **their** 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 **five (5)** 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 **their** 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 Leave:

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 **from the same division** shall be absent under this Article at the same time.

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 **or a skillset that is beneficial for advancement** 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 **\$475.00/24 months (effective May 16, 2022)** for adults; every year for dependent children under 18 years of age, and hearing aids for all employees who wish to participate in the plan.

Drug Coverage

The drug plan provides coverage for eligible prescribed drugs, including those available "over the counter", whether or not they legally require a written prescription by a physician. The plan covers mandatory generic substitution unless prescribed by a physician, supported with valid medical reasons as to why the brand name should not be substituted, and is approved by the insurer.

Paramedical Services

Psychology Service only

- **Eliminate the \$55.00 cap per visit**
- **Increase the benefit limit from \$625.00 to \$800.00 per year, employee and per dependent**
- **Expand the coverage to include reimbursement for the services of either a psychologist, social worker, psychotherapist, psychoanalyst, clinical counsellor,**

marriage and family therapist, mental health therapist subject to and combined with the same maximum as psychologist.

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 **\$2000.00** per dependent child for Orthodontic Services lifetime, effective **May 16, 2022**. 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, 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 uniforms, clothing and safety equipment as may be required by the Corporation. **Employees will apply their annual allowance to select uniforms and work clothing from the list provided through the City's approved clothing supplier. All** full-time Maintenance Custodian II, Maintenance Repairperson, Custodians and Recreation Department employees shall be provided with **an annual allowance of \$325 (May 16, 2022) per employee for uniform clothing and \$350 effective December 31, 2022** each year by the Corporation. The Corporation will provide insulated safety coveralls on an as needed basis.
- ii) For all employees in the classification of Construction Inspector, Survey Party Chief, Technical Services Co-Ordinator, Municipal Building Official I, Municipal Building Official II, **Municipal Building Office III, Public Housing Review Officer, Outreach Workers** and Recycling Co-Ordinator the Corporation will provide up to **\$325.00** per employee per year effective **(May 16, 2022) (\$350 per employee per year effective December 31, 2022)** for the purchase of clothing of a type designated 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 **their** own clothing and keeping **their** 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 **their** 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 **their** 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 **their** 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, **they** may displace an employee with less seniority in another department in a classification of Schedule "A" equal to or lower than **their** 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 **their** 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, **they** 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 **their** employment terminated or **their** earnings adversely affected as a result of contracting out work normally performed by members of the bargaining unit. **Further, it is agreed that additional work which has resulted from a permanent expansion of the employer's operations shall not be posted and filled by temporary employees, but shall be posted in accordance with Article 9 as permanent positions.**

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 **shall** 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: Use of Email and other Technological Equipment

The Corporation will permit union executive and stewards to utilize the Corporation's email and telephone to communicate with employees and

management staff when investigating the background of a grievance or to discuss the application of the provisions of the collective agreement. All other union business will be conducted outside of the Corporations operation using union or personal resources.

Article 23: Use of Video/GPS

The Corporation shall not use surveillance cameras/microphones or GPS to monitor the work of employees unless any information collected through the use of such equipment shall be for legitimate reasons.

Article 24: Term of Agreement

This Agreement will remain in force and effect from the 1st day of January **2021** until the 31st day of December **2022**, 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 15th day of February, 2023 in the City of Stratford, Ontario.

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

"Shawn Caughy"
President

"Samson Oort"
CUPE Representative

"Ken Wolfe"
Member

"Maureen Whitehead"
Member

"Lisa Francis"
Member

"Lindsay Sutton"
Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"
Anne Kircos, Director of Human Resources

"Martin Ritsma"
Martin Ritsma, Mayor

"Tatiana Dafoe"
Tatiana Dafoe, Clerk

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 15th day of February, 2023 in the City of Stratford, Ontario.

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

"Shawn Caughy"

President

"Samson Oort"

CUPE Representative

"Ken Wolfe"

Member

"Maureen Whitehead"

Member

"Lisa Francis"

Member

"Lindsay Sutton"

Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"

Anne Kircos, Director of Human Resources

"Martin Ritsma"

Martin Ritsma, Mayor

"Tatiana Dafoe"

Tatiana Dafoe, 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 **core** 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.

The Corporation reserves the right to terminate flex-time schedules subject to prior consultation with the Union and employee providing the business rationale. The Corporation will give reasonable notice to the affected employee and Union of any proposal to terminate a flex-time schedule.

It is understood that all hours worked after seven hours (**or eight hours for those employees who work eight-hour shifts**) 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 15th day of February, 2023 in the City of Stratford, Ontario.

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

"Shawn Caughy"
President

"Samson Oort"
CUPE Representative

"Ken Wolfe"
Member

"Maureen Whitehead"

Member

"Lisa Francis"

Member

"Lindsay Sutton"

Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"

Anne Kircos, Director of Human Resources

"Martin Ritsma"

Martin Ritsma, Mayor

"Tatiana Dafoe"

Tatiana Dafoe, Clerk

Job Sharing

Job sharing is an arrangement which allows two qualified, permanent full-time employees to equally divide the hours, responsibilities, wages, and benefits of one full-time position according to the provisions of an agreement between the job share partners, the Corporation, and the Union. As such, the shared position continues to be identified as a full-time position. The employer will consider job share proposals for approval, provided it is operationally feasible and there is no adverse impact on service delivery and no net increase in cost to the Corporation, and that the following guidelines are adhered to. It is agreed that no grievance will be filed on a decision by the Director that does not permit or terminates participation in a job share arrangement.

When two (2) full-time permanent employees wish to share one full-time job, the following conditions will apply:

- (a) Each job sharing arrangement will replace one full-time bargaining unit position. Two (2) employees will fill a job share position.**
- (b) Proposals for job sharing shall be employee-driven. Only employees in full-time, permanent positions within the same or lesser classification, who are fully qualified for the shared position, may initiate a job sharing proposal. Qualifications will be assessed by the Corporation and may involve testing.**
- (c) Casual, part-time, contract and temporary positions are exempt from this program. Eligible job sharing employees may not be in a probationary or trial period or temporary assignment.**
- (d) The hours of work for the two (2) employees will be divided such that each employee will work 50% of the hours of the full-time position.**
- (e) A proposal to job share will be submitted by the employees to their respective Managers. The manager for the position to be shared will consider the proposal for approval. A written decision will be given to the employees within twenty (20) working days. In the event that a proposal is refused, the Manager will provide reasons, in writing, to the employees.**
- (f) When a job sharing proposal is approved, employees will be required to enter in a job sharing agreement. Approval of a job sharing arrangement will require the signature of the employees involved, the Union, and the Corporation.**
- (g) The least senior employee will relinquish the rights to their position and that position will be posted as a full-time permanent vacancy at such time as the job sharing agreement is signed.**

- (h) When an employee leaves a shared position, the remaining employee will revert back to full-time hours, with 14 days advanced notice.**
- (i) Employees entering into job sharing arrangements shall have satisfactory job performance and attendance.**
- (j) Job share employees retain the right to apply for job vacancies in accordance with the terms of the Collective Agreement.**
- (k) Anniversary dates for the purpose of salary increments will not be affected by a job share arrangement.**
- (l) Seniority, benefits, sick leave, statutory and observed holidays, and vacation will be provided in the same manner as part time employees**
- (m) A job share employee shall be required to cover the absence of a job share partner in the event of illness, vacation, or bereavement unless agreed to by all parties to the job sharing agreement.**
- (n) Any additional work agreed to by the Manager and the employee would be at straight time rates up to 70 or 80 hours bi-weekly.**
- (o) Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job share.**
- (p) If either of the job sharers terminates the job sharing agreement by either accepting another full-time position or terminating employment, the job share agreement is deemed to be terminated for both unless (i) the remaining job sharer, their Manager and the Union wish to continue the job sharing agreement - then the job sharer will have six (6) months to find a new job sharing partner, from first within the bargaining unit before going outside. During the period of the surge, the remaining job share may be required to work full-time. OR (ii) one of the parties does not wish to continue the job sharing or they are unable to find a job share partner, then the remaining job share employee must revert to regular full-time employment**
- (q) If any party finds the job sharing agreement is not satisfactory during the first (30) thirty days worked, they shall give (14) fourteen days written notice of the termination of the job share agreement to the other parties. All employees affected by the job share will revert to their former positions.**
- (r) Leaves of Absence – Any employee in a job sharing arrangement who requests a legislated leave of absence greater than one week must provide 14 fourteen days notice to all parties, the job sharing partner will work full-time during the period of absence.**

Signed this 15th day of February, 2023 in the City of Stratford, Ontario.

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

"Shawn Caughy"
President

"Samson Oort"
CUPE Representative

"Ken Wolfe"
Member

"Maureen Whitehead"
Member

"Lisa Francis"
Member

"Lindsay Sutton"
Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"
Anne Kircos, Director of Human Resources

"Martin Ritsma"
Martin Ritsma, Mayor

"Tatiana Dafoe"
Tatiana Dafoe, Clerk

Letter of Understanding
Between The Corporation of the City of Stratford
and The Canadian Union of Public Employees, Local 1385

Layoff, Bumping and Recall Provisions

During the 2021 negotiations, the parties agree to jointly review the lay-off, bumping and recall procedure.

It is agreed that the parties will form a committee comprised of 2 Management appointed and 2 Union appointed members that will meet within 90 days of the ratification of the contract to discuss protocol.

Signed this 15th day of February, 2023 in the City of Stratford, Ontario.

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

"Shawn Caughy"
President

"Samson Oort"
CUPE Representative

"Ken Wolfe"
Member

"Maureen Whitehead"
Member

"Lisa Francis"
Member

"Lindsay Sutton"
Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"
Anne Kircos, Director of Human Resources

"Martin Ritsma"
Martin Ritsma, Mayor

"Tatiana Dafoe"

Tatiana Dafoe, Clerk

Letter of Understanding
Between The Corporation of the City of Stratford
and The Canadian Union of Public Employees, Local 1385

Recreation and Facility Operators Work Schedules

The parties agree that schedule consistency for Recreation Facility Operators is important to employee life/work balance.

A committee of management and the union shall be formed between the parties to review and discuss department scheduling. The committee shall meet prior to September 1st of every year.

Signed this 15th day of February, 2023 in the City of Stratford, Ontario.

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

"Shawn Caughy"
President

"Samson Oort"
CUPE Representative

"Ken Wolfe"
Member

"Maureen Whitehead"
Member

"Lisa Francis"
Member

"Lindsay Sutton"
Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"
Anne Kircos, Director of Human Resources

"Martin Ritsma"
Martin Ritsma, Mayor

"Tatiana Dafoe"

Tatiana Dafoe, 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 15th day of February, 2023 in the City of Stratford, Ontario.

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

"Shawn Caughy"
President

"Samson Oort"
CUPE Representative

"Ken Wolfe"
Member

"Maureen Whitehead"
Member

"Lisa Francis"
Member

"Lindsay Sutton"
Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"
Anne Kircos, Director of Human Resources

"Martin Ritsma"
Martin Ritsma, Mayor

"Tatiana Dafoe"

Tatiana Dafoe, Clerk

Letter of Understanding
Between The Corporation of the City of Stratford
and The Canadian Union of Public Employees, Local 1385

Posting of Vacancy and Trial Periods

If for any reason access to job postings via the Corporation’s Website portal are not provided beginning May 31, 2022, the Corporation agrees that all employment opportunities will be posted as customary and provided via personal email to all non full-time, supply, and call-in members on the same calendar day as posted according Article 9. This letter of understanding will expire when portal access is available to all employees.

Signed this 15th day of February, 2023 in the City of Stratford, Ontario.

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

“Shawn Caughy”

President

“Samson Oort”

CUPE Representative

“Ken Wolfe”

Member

“Maureen Whitehead”

Member

“Lisa Francis”

Member

“Lindsay Sutton”

Member

Signed on behalf of The Corporation of the City of Stratford

“Anne Kircos”

Anne Kircos, Director of Human Resources

“Martin Ritsma”

Martin Ritsma, Mayor

"Tatiana Dafoe"

Tatiana Dafoe, Clerk

CUPE Local 1385 - Schedule 'A'

Class	2021 (2% effective January 1, 2021)	Start	3 Months	9 Months	15 Months	15 Month Hourly Rate	Total Annual Hours
A	Vacant	37,411	38,207	39,003	39,799	21.87	1820
B	Vacant	39,905	40,754	41,603	42,452	23.33	1820
C	Vacant	48,499	49,531	50,563	51,595	24.81	2080
D	Vacant	42,830	43,742	44,653	45,564	25.04	1820
E	Vacant	49,421	50,472	51,524	52,575	25.28	2080
F	Vacant	49,892	50,954	52,015	53,077	25.52	2080
G	Custodian	50,514	51,588	52,663	53,738	25.84	2080
G	Teaching Assistant	50,514	51,588	52,663	53,738	25.84	2080
G	Program Assistant	50,514	51,588	52,663	53,738	25.84	2080
H	Housing Custodian	53,192	54,324	55,456	56,588	27.21	2080
H	Clerk Secretary	46,543	47,534	48,524	49,514	27.21	1820
I	Advisory Committee Secretary	52,038	53,145	54,252	55,359	30.42	1820
J	Recreation Facility Operator	60,093	61,372	62,650	63,929	30.74	2080
J	Day Care Housekeeper	60,093	61,372	62,650	63,929	30.74	2080
J	Clerk Secretary II (IT)	52,582	53,700	54,819	55,938	30.74	1820
J	Clerk Secretary II (Engineering)	52,581	53,699	54,818	55,937	30.73	1820
J	Clerk Secretary II (Tourism)	52,581	53,699	54,818	55,937	30.73	1820
J	Public Housing Office Clerk	52,581	53,699	54,818	55,937	30.73	1820
J	Public Housing Review Clerk	52,581	53,699	54,818	55,937	30.73	1820
J	Social Services Accounts Clerk	52,581	53,699	54,818	55,937	30.73	1820
J	S.H. Co-Ordinated Access Worker	52,581	53,699	54,818	55,937	30.73	1820
K	Clerk Secretary II	55,282	56,458	57,634	58,811	32.31	1820
K	Customer Service Clerk II	55,282	56,458	57,634	58,811	32.31	1820
K	Daycare Accounts Clerk	55,282	56,458	57,634	58,811	32.31	1820
K	Social Services Intake Clerk	55,282	56,458	57,634	58,811	32.31	1820
K	Maintenance Rent Rec Clerk	55,282	56,458	57,634	58,811	32.31	1820
K	Tax Accounts Clerk	55,282	56,458	57,634	58,811	32.31	1820
K	Refrigeration Operator B License	63,179	64,524	65,868	67,212	32.31	2080
K	Finance Clerk	55,282	56,458	57,634	58,811	32.31	1820
K	Council Clerk Secretary	55,282	56,458	57,634	58,811	32.31	1820
K	Childcare Worker	55,282	56,458	57,634	58,811	32.31	1820
K	Maintenance Management Clerk	55,282	56,458	57,634	58,811	32.31	1820
K	Customer Service/Tax Accounts Clerk	55,282	56,458	57,634	58,811	32.31	1820
L	Purchasing Clerk	57,664	58,890	60,117	61,344	33.71	1820
L	Social Service Local Systems Support	57,664	58,890	60,117	61,344	33.71	1820
L	Maintenance Repairperson	57,664	58,890	60,117	61,344	33.71	1820
L	Engineering Coordinator	57,664	58,890	60,117	61,344	33.71	1820

Class	2021 (2% effective January 1, 2021)	Start	3 Months	9 Months	15 Months	15 Month Hourly Rate	Total Annual Hours
L	Draftsperson - CADD	57,664	58,890	60,117	61,344	33.71	1820
L	Recreation Facility Operator II	65,901	67,303	68,705	70,108	33.71	2080
L	Facility Maintenance	65,901	67,303	68,705	70,108	33.71	2080
M	Recreation Services Coordinator	59,520	60,786	62,053	63,319	34.79	1820
M	Events Coordinator	59,520	60,786	62,053	63,319	34.79	1820
M	Maintenance Custodian II	68,023	69,470	70,917	72,365	34.79	2080
M	Utility Locator	59,520	60,786	62,053	63,319	34.79	1820
M	Payroll Clerk	59,520	60,786	62,053	63,319	34.79	1820
M	Social Services Outreach Worker	59,520	60,786	62,053	63,319	34.79	1820
M	Senior Tax Accounts Clerk	59,520	60,786	62,053	63,319	34.79	1820
M	Day Care Teacher	68,023	69,470	70,917	72,365	34.79	2080
N	Development Coordinator	60,664	61,955	63,245	64,536	35.46	1820
N	Community Placement Worker	60,664	61,955	63,245	64,536	35.46	1820
N	Marketing Coordinator	60,664	61,955	63,245	64,536	35.46	1820
O	Senior Payroll Clerk	62,820	64,157	65,494	66,830	36.72	1820
O	Public Housing Review Officer	62,820	64,157	65,494	66,830	36.72	1820
O	Locator/Construction Inspector	62,820	64,157	65,494	66,830	36.72	1820
O	Survey Party Chief	62,820	64,157	65,494	66,830	36.72	1820
P	Public Housing Maintenance Co-Ord	74,209	75,788	77,367	78,946	37.95	2080
P	Business Analyst/Programmer	64,933	66,315	67,696	69,078	37.95	1820
P	Waste Reduction Coordinator	64,933	66,315	67,696	69,078	37.95	1820
P	Eligibility Review Officer	64,933	66,315	67,696	69,078	37.95	1820
P	Construction Inspector	64,933	66,315	67,696	69,078	37.95	1820
P	Case Worker II (Eligibility Assess)	64,933	66,315	67,696	69,078	37.95	1820
P	Caseworker I (Income Maintenance)	64,933	66,315	67,696	69,078	37.95	1820
Q	By-Law Enforcement Officer	67,096	68,524	69,951	71,379	39.22	1820
Q	Engineering Design Technician	67,096	68,524	69,951	71,379	39.22	1820
Q	Resource Teacher	67,096	68,524	69,951	71,379	39.22	1820
Q	Social Services Financial Officer	67,096	68,524	69,951	71,379	39.22	1820
Q	Municipal Building Official I	67,096	68,524	69,951	71,379	39.22	1820
Q	Technical Services Co-Ordinator	67,096	68,524	69,951	71,379	39.22	1820
Q	GIS Technician	67,096	68,524	69,951	71,379	39.22	1820
Q	Financial Analyst	67,096	68,524	69,951	71,379	39.22	1820
Q	Intensive Housing & Community Outreach Coordinator	67,096	68,524	69,951	71,379	39.22	1820
R	Water Resource Technician	69,140	70,611	72,082	73,553	40.41	1820
R	Asset Management Coordinator	69,140	70,611	72,082	73,553	40.41	1820
R	Early Years Program Coordinator	69,140	70,611	72,082	73,553	40.41	1820
R	Compliance Coordinator	69,140	70,611	72,082	73,553	40.41	1820

Class	2021 (2% effective January 1, 2021)	Start	3 Months	9 Months	15 Months	15 Month Hourly Rate	Total Annual Hours
R	Engineering Technologist	69,140	70,611	72,082	73,553	40.41	1820
S	Housing Stability Policy & Program Coordinator	71,273	72,790	74,306	75,823	41.66	1820
S	Municipal Building Official II	71,273	72,790	74,306	75,823	41.66	1820
S	Research & Program Analyst	71,273	72,790	74,306	75,823	41.66	1820
T	Planner	73,547	75,112	76,676	78,241	42.99	1820
T	Municipal Building Official III	73,547	75,112	76,676	78,241	42.99	1820

Employees are not required to be on standby.

Class	2022 (2% effective January 1, 2022)	Start	3 Months	9 Months	15 Months	15 Month Hourly Rate	Total Annual Hours
A	Vacant	38,159	38,971	39,783	40,595	22.30	1820
B	Vacant	40,703	41,569	42,435	43,301	23.79	1820
C	Vacant	49,469	50,521	51,574	52,627	25.30	2080
D	Vacant	43,687	44,617	45,546	46,476	25.54	1820
E	Vacant	50,409	51,481	52,554	53,627	25.78	2080
F	Vacant	50,890	51,973	53,055	54,138	26.03	2080
G	Custodian	51,524	52,620	53,716	54,813	26.35	2080
G	Teaching Assistant	51,524	52,620	53,716	54,813	26.35	2080
G	Program Assistant	51,524	52,620	53,716	54,813	26.35	2080
H	Housing Custodian	54,256	55,411	56,565	57,719	27.75	2080
H	Clerk Secretary	47,474	48,484	49,494	50,504	27.75	1820
I	Advisory Committee Secretary	53,079	54,208	55,337	56,467	31.03	1820
J	Recreation Facility Operator	61,295	62,599	63,903	65,208	31.35	2080
J	Day Care Housekeeper	61,295	62,599	63,903	65,208	31.35	2080
J	Clerk Secretary II (IT)	53,633	54,774	55,916	57,057	31.35	1820
J	Clerk Secretary II (Engineering)	53,632	54,773	55,915	57,056	31.35	1820
J	Clerk Secretary II (Tourism)	53,632	54,773	55,915	57,056	31.35	1820
J	Public Housing Office Clerk	53,632	54,773	55,915	57,056	31.35	1820
J	Public Housing Review Clerk	53,632	54,773	55,915	57,056	31.35	1820
J	Social Services Accounts Clerk	53,632	54,773	55,915	57,056	31.35	1820
J	S.H. Co-Ordinated Access Worker	53,632	54,773	55,915	57,056	31.35	1820
K	Clerk Secretary II	56,388	57,587	58,787	59,987	32.96	1820
K	Customer Service Clerk II	56,388	57,587	58,787	59,987	32.96	1820
K	Daycare Accounts Clerk	56,388	57,587	58,787	59,987	32.96	1820
K	Social Services Intake Clerk	56,388	57,587	58,787	59,987	32.96	1820
K	Maintenance Rent Rec Clerk	56,388	57,587	58,787	59,987	32.96	1820
K	Tax Accounts Clerk	56,388	57,587	58,787	59,987	32.96	1820

Class	2022 (2% effective January 1, 2022)	Start	3 Months	9 Months	15 Months	15 Month Hourly Rate	Total Annual Hours
K	Refrigeration Operator B License	64,443	65,814	67,185	68,556	32.96	2080
K	Finance Clerk	56,388	57,587	58,787	59,987	32.96	1820
K	Council Clerk Secretary	56,388	57,587	58,787	59,987	32.96	1820
K	Childcare Worker	56,388	57,587	58,787	59,987	32.96	1820
K	Maintenance Management Clerk	56,388	57,587	58,787	59,987	32.96	1820
K	Customer Service/Tax Accounts Clerk	56,388	57,587	58,787	59,987	32.96	1820
L	Purchasing Clerk	58,817	60,068	61,320	62,571	34.38	1820
L	Social Service Local Systems Support	58,817	60,068	61,320	62,571	34.38	1820
L	Maintenance Repairperson	58,817	60,068	61,320	62,571	34.38	1820
L	Engineering Coordinator	58,817	60,068	61,320	62,571	34.38	1820
L	Draftsperson - CADD	58,817	60,068	61,320	62,571	34.38	1820
L	Recreation Facility Operator II	67,219	68,649	70,080	71,510	34.38	2080
L	Facility Maintenance	67,219	68,649	70,080	71,510	34.38	2080
M	Recreation Services Coordinator	60,710	62,002	63,294	64,586	35.49	1820
M	Events Coordinator	60,710	62,002	63,294	64,586	35.49	1820
M	Maintenance Custodian II	69,383	70,860	72,336	73,812	35.49	2080
M	Utility Locator	60,710	62,002	63,294	64,586	35.49	1820
M	Payroll Clerk	60,710	62,002	63,294	64,586	35.49	1820
M	Social Services Outreach Worker	60,710	62,002	63,294	64,586	35.49	1820
M	Senior Tax Accounts Clerk	60,710	62,002	63,294	64,586	35.49	1820
M	Day Care Teacher	69,383	70,860	72,336	73,812	35.49	2080
N	Development Coordinator	61,877	63,194	64,510	65,827	36.17	1820
N	Community Placement Worker	61,877	63,194	64,510	65,827	36.17	1820
N	Marketing Coordinator	61,877	63,194	64,510	65,827	36.17	1820
O	Senior Payroll Clerk	64,077	65,440	66,803	68,167	37.45	1820
O	Public Housing Review Officer	64,077	65,440	66,803	68,167	37.45	1820
O	Locator/Construction Inspector	64,077	65,440	66,803	68,167	37.45	1820
O	Survey Party Chief	64,077	65,440	66,803	68,167	37.45	1820
P	Public Housing Maintenance Co-Ord	75,693	77,304	78,914	80,525	38.71	2080
P	Business Analyst/Programmer	66,232	67,641	69,050	70,459	38.71	1820
P	Waste Reduction Coordinator	66,232	67,641	69,050	70,459	38.71	1820
P	Eligibility Review Officer	66,232	67,641	69,050	70,459	38.71	1820
P	Construction Inspector	66,232	67,641	69,050	70,459	38.71	1820
P	Case Worker II (Eligibility Assess)	66,232	67,641	69,050	70,459	38.71	1820
P	Caseworker I (Income Maintenance)	66,232	67,641	69,050	70,459	38.71	1820
Q	By-Law Enforcement Officer	68,438	69,894	71,350	72,806	40.00	1820

Class	2022 (2% effective January 1, 2022)	Start	3 Months	9 Months	15 Months	15 Month Hourly Rate	Total Annual Hours
Q	Engineering Design Technician	68,438	69,894	71,350	72,806	40.00	1820
Q	Resource Teacher	68,438	69,894	71,350	72,806	40.00	1820
Q	Social Services Financial Officer	68,438	69,894	71,350	72,806	40.00	1820
Q	Municipal Building Official I	68,438	69,894	71,350	72,806	40.00	1820
Q	Technical Services Co-Ordinator	68,438	69,894	71,350	72,806	40.00	1820
Q	GIS Technician	68,438	69,894	71,350	72,806	40.00	1820
Q	Financial Analyst	68,438	69,894	71,350	72,806	40.00	1820
Q	Intensive Housing & Community Outreach Coordinator	68,438	69,894	71,350	72,806	40.00	1820
R	Water Resource Technician	70,523	72,023	73,524	75,024	41.22	1820
R	Asset Management Coordinator	70,523	72,023	73,524	75,024	41.22	1820
R	Early Years Program Coordinator	70,523	72,023	73,524	75,024	41.22	1820
R	Compliance Coordinator	70,523	72,023	73,524	75,024	41.22	1820
R	Engineering Technologist	70,523	72,023	73,524	75,024	41.22	1820
S	Housing Stability Policy & Program Coordinator	72,699	74,246	75,792	77,339	42.49	1820
S	Municipal Building Official II	72,699	74,246	75,792	77,339	42.49	1820
S	Research & Program Analyst	72,699	74,246	75,792	77,339	42.49	1820
T	Planner	75,018	76,614	78,210	79,806	43.85	1820
T	Municipal Building Official III	75,018	76,614	78,210	79,806	43.85	1820

Employees are not required to be on standby.

Schedule 'B'

City of Stratford Casual Rate

Community Services - Lions Pool Program

Job Title	Wage if under 18 years old	Wage if over 18 years old
Supervisor	\$14.65	\$15.50
Assistant Supervisor	\$14.15	\$15.00
Instructor/Lifeguard	\$13.65	\$14.50
Lifeguard in training	\$13.15	\$14.00

Community Services – Day Camp Program

Job Title	Wage if under 18 years old	Wage if over 18 years old
Supervisor	\$14.65	\$15.50
Assistant Supervisor	\$14.15	\$15.00
Leader	\$13.65	\$14.50
Leader in training	\$13.15	\$14.00

Kiwanis Community Centre

Job Title	Wage if under 18 years old	Wage if over 18 years old
Building Attendants	13.15	14.00

Facilities

Job Title	Wage if under 18 years old	Wage if over 18 years old
Washroom Attendants	\$13.15	\$14.00

Engineering and Public Works

Job Title	Wage if under 18 years old	Wage if over 18 years old
Engineering Co-op Student	\$14.15	\$15.00

Building and Planning

Job Title	Wage if under 18 years old	Wage if over 18 years old
Building and Planning Co-op Student	\$14.15	\$15.00
Washroom Attendants	\$13.15	\$14.00

Social Services

Job Title	Wage if under 18 years old	Wage if over 18 years old
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 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:

Term	Definition
Collective Agreement	The collective agreement currently in effect between the employer and CUPE Local 1385.
Degree	The actual measurement levels within each subfactor.
Duty	Is made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Green-circled Rate	The wage rate that is lower than the newly established wage rate.
Gender-Neutral	Any practice or program which does not discriminate between men and women.
Increment	One of a series of fixed rates on a salary range.
Incumbent	An employee assigned to a job.
Job	Is made up of a collection of duties and responsibilities.
Job Analysis	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.
Job Analysis Questionnaire	The instrument used to collect and record job data and forms part of the job documents.

Job Description	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.
Maintenance Committee	The Committee responsible for the maintenance of the job evaluation plan and which is made up of equal representatives from union and management.
Out-of-Schedule Rate	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.
Pay Grade	A designated salary range within the salary schedule including increments, if any.
Points	The numerical expression assigned to each degree level within each subfactor.
Rating	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.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Salary Schedule	A listing of job titles, point bandings and pay grades.
Sore-Thumbing	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.
Subfactors	Are components of the four major factors.
Tasks	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.

Total Points	The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation plan.
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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 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 2nd review was March 2008. The 3rd 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 **their** 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 **their** 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 **their** 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.

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

"Shawn Caughy"

President

"Samson Oort"

CUPE Representative

"Ken Wolfe"

Member

"Maureen Whitehead"
Member

"Lisa Francis"
Member

"Lindsay Sutton"
Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"
Anne Kircos, Director of Human Resources

"Martin Ritsma"
Martin Ritsma, Mayor

"Tatiana Dafoe"
Tatiana Dafoe, Clerk



Appendix A - Advice of Rating Form

Incumbent's Name:	
Job Title:	Job #:
Department:	Location:
Current Pay Grade:	

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

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

Employer Co-Chairperson:	Union Co-Chairperson:
Date:	Date:

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



Appendix B - Job Evaluation Reconsideration Form

Incumbent's Name:	
Job Title:	Job #:
Department:	Location:
Current Pay Grade:	

REASON FOR REQUEST:	INSTRUCTIONS:
<input type="checkbox"/> Creation of New Job	Attach Draft Job Description
<input type="checkbox"/> Six-month Review of New Job	Attach completed Job Analysis Questionnaire and Draft Job Description
<input type="checkbox"/> Change in Job Duties and/or Responsibilities	Attach completed Job Analysis Questionnaire and Draft Job Description
<input type="checkbox"/> Disagree with Rating and/or Job Description	Please explain rationale/reason for disagreement below
<input type="checkbox"/> Other	Please specify and explain below

EXPLANATION OF REASON FOR RECONSIDERATION REQUEST:

REQUEST INITIATED BY:	<input type="checkbox"/> Incumbent(s) <input type="checkbox"/> Supervisor <input type="checkbox"/> Employer <input type="checkbox"/> Union
Signature:	Date:

NOTE: PLEASE SEND ORIGINAL TO MAINTENANCE COMMITTEE VIA HUMAN RESOURCES. HUMAN RESOURCES WILL FORWARD COPIES TO:

Incumbent(s)
 Supervisor
 Union



Appendix C - Job Evaluation Review Decision Form

Incumbent's Name:	
Job Title:	Job #:
Department:	Location:

RATING RESULTS:			
<input type="checkbox"/> No Change	<input type="checkbox"/> Change in Points	<input type="checkbox"/> Change in Band	
CURRENT:	Total Points: _____	Pay Grade: _____	Salary: _____
ADJUSTED:	Total Points: _____	Pay Grade: _____	Salary: _____
Retroactive Date:			

COMMENTS:

Employer Co-Chairperson:	Union Co-Chairperson:
Date:	Date:

Maintenance Committee/Human Resources to send copies to:

Incumbent(s)
 Supervisor
 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 15th day of February, 2023 in the City of Stratford, Ontario.

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

"Shawn Caughy"

President

"Samson Oort"

CUPE Representative

"Ken Wolfe"

Member

"Maureen Whitehead"

Member

"Lisa Francis"

Member

"Lindsay Sutton"
Member

Signed on behalf of The Corporation of the City of Stratford

"Anne Kircos"
Anne Kircos, Director of Human Resources

"Martin Ritsma"
Martin Ritsma, Mayor

"Tatiana Dafoe"
Tatiana Dafoe, Clerk