

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF
BELLEVILLE**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL NO. 907**

APRIL 1, 2019 TO MARCH 31, 2023

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PREAMBLE:

WHEREAS it is the desire of both Parties to this Agreement:

- a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to hours of work, wages and other working conditions;
- c) To encourage efficiency in operation;
- d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between The Corporation and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 Nothing contained in this Collective Agreement will contravene the Employment Standards Act, the Labour Relations Act, the Occupational Health and Safety Act, the Highway Traffic Act, or the Human Rights Code.

ARTICLE 2 - SCOPE

- 2.01a) The Corporation recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Corporation, save and except:
 - i) Chief Administrative Officer
 - ii) Department Directors and Deputy Department Directors
 - iii) Managers, Superintendents and Supervisors
 - iv) Professional Engineers

2.01a) Continued

- v) Engineering and Development Services Department management including Senior Project Manager, Project Manager, Development Engineer, Intermediate Development Engineer, Project Engineer, Supervisor of Design and Surveying, Office Manager, Chief Building Official, Deputy Chief Building Official, Manager of Approvals, Manager of Policy Planning
- vi) Environmental and Operational Services Department management including Transit Manager, Transit Planner, Fleet Supervisor, Manager of Environmental Services, Compliance Supervisor, Parks Manager
- vii) Recreation, Culture and Community Services Department management including Archivist, Recreation Manager, Program Supervisor, Aquatics Coordinator, Booking and Rental Supervisor, Property Manager, Property Supervisor
- viii) Finance Department management including Manager of Finance/Deputy Director, Office Supervisor, Manager of Revenue and Taxation, Purchasing Supervisor
- ix) Corporate Services Department management including Administrative Coordinator, Manager of Information Systems, Technical Services Supervisor, Senior Systems Analyst, Senior Applications Analyst
- x) Fire and Emergency Services Department management, members of the Belleville Professional Fire Fighters Association and Belleville Volunteer Fire Fighters
- xi) Members of the National Automobile, Aerospace, Transportation and General Workers Union of Canada Unifor Local #1839 – Transit workers
- xii) All employees in the Mayor/CAO offices (except the Economic Development Administrative Assistant and Development and Tourism Assistant, who are members of the bargaining unit)
- xiii) All employees in the Human Resources Department (except Payroll Clerks, who are members of the Bargaining Unit)
- xiv) Employees regularly employed for not more than twenty-four (24) hours per week (except facility attendants, and program staff, who are members of the bargaining unit)
- xv) Students employed for the summer vacation period
- xvi) Programming staff (part-time personnel to leisure activities)
- xvii) Volunteers, grant staff and co-op students

NOTE: Facility Attendants, and recreation cleaning staff shall be represented by the Bargaining Unit, but shall not be seniority listed.

2.01b) Volunteers, grant staff, co-op students and temporary help agencies will be administered in such a manner as to not result in any of the following:

- a) The layoff of an employee;
- b) The reduction of hours of an employee;
- c) A position, same as that occupied by an employee under this Article, being declared redundant.

2.01b) Continued

The Parties recognize that the work of maintaining the public parks owned/managed by the Corporation of the City of Belleville is within the scope of the Collective Agreement; and that CUPE Local 907 recognizes that a number of community volunteer organizations and school boards organize community and/or educational projects which requires mutual approval by the City and the Union and that CUPE and its Local 907 has conditionally honoured such requests from time to time,

THEREFORE it is mutually agreed that:

- a) The Union and the Corporation will continue to honour the requests of such programs of the following community organizations:

Boy Scouts, Girl Guides, Brownies, Beavers, PathFinders, Environmental Study classes (groups of the Hastings County Board of Education, Hastings/Prince Edward County Roman Catholic Separate School Board, and Christian Schools) and the Trash Bash

- b) This is subject to the community organization undertaking its programme in a manner that does not result in the layoff, reduction in hours, interference or adverse effect on any employee covered by CUPE Local 907.
- c) The Parties agree that the Employer shall cease issuing approval for any of these organizations' programmes at the time such request is made by the Union and that both parties agree that approvals issued prior to receipt of such notice from CUPE will be honoured, unless the group in question is found to have violated #2 above.

2.02 No employee coming within the scope of this Agreement shall be required to make any written or verbal agreement, which may conflict with the terms of this Contract.

ARTICLE 3 - DEFINITIONS

3.01 "CORPORATION" shall mean the Council of the Corporation of the City of Belleville, Belleville, Ontario.

3.02 "EMPLOYEE" under this Agreement shall mean any person in the employ of the Corporation and eligible for membership in the Union, in accordance with the provisions of ARTICLE A1 and B1 - SCOPE, unless indicated otherwise.

3.03 For the purpose of this Agreement, the terms, "TEMPORARY", "CASUAL", "PART-TIME", "PROBATIONARY" and "PERMANENT" employees shall be interpreted to mean:

a) "TEMPORARY EMPLOYEES"

The term "Temporary Employees" applies to employees who are hired by the Corporation for replacement of a permanent full time or part time employee for a specific job for a limited duration.

Once a temporary replacement's employment term has expired, the position will be considered as vacant and posting of the position must take place as outlined in Article A4 or B8 - Job Posting.

b) "CASUAL EMPLOYEES" – The term "Casual Employee" applies to employees who are hired by the corporation over and above the complement of permanent employees for a specific job and for a limited duration. When a Casual Employee is required by the City, the City shall advise the union in writing to establish that such work will not in any way displace regular Permanent Employees, nor will they be retained or granted work in preference to regular Permanent Employees who have the necessary skills and abilities to perform the work.

c) "PART-TIME EMPLOYEES" – The term "Part-Time Employee" shall mean an employee who works more than twenty-four (24) hours per week but less than normal hours as prescribed by Article A5 and B3.

d) "PROBATIONARY EMPLOYEES"- The term "Probationary Employees", applies to employees who are hired by the Corporation as part of the permanent establishment and will be designated as Permanent Employees after satisfactorily completing their probationary period.

e) "PERMANENT EMPLOYEES" - The term "Permanent Employees" applies to employees who have satisfactorily completed their probationary period.

3.04 "SALARY" means the remuneration received by an employee by application of a salary schedule.

3.05 "UNION" shall mean The Canadian Union of Public Employees Local #907, Chartered on February 20, 1964, under The Canadian Union of Public Employees.

3.06 "DEPARTMENT DIRECTOR" shall mean any person designated by the Chief Administrative Officer as responsible for the administration of a department.

3.07 "IMMEDIATE SUPERVISOR" shall mean the first supervisor out of the bargaining unit.

ARTICLE 4 - CORPORATION'S RIGHTS

- 4.01 The Union agrees that the Corporation has the right to manage its affairs, to direct its employees (which includes assigning and scheduling of work), and to hire, promote, transfer or lay off, to also suspend, discharge or discipline employees for just cause.
- 4.02 The Corporation agrees that these functions shall be executed in a manner consistent with the general purposes and intent of this Agreement and subject to the right of the employee to lodge a grievance as set out herein.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF UNION DUES

- 5.01 It is agreed by the parties hereto that all employees in the Union will be required to pay an amount equal to the current monthly dues, so long as the Union is the recognized Bargaining Agent.
- 5.02 It is further agreed that the Corporation shall deduct Union dues from the wages of all employees who come within the scope of this Agreement, whether a non-member or member. Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer no later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made indicating the amount of wages the dues are being paid on, the amount of dues being deducted, and the name of each of those employees. During any period of time working outside of the bargaining unit, employee(s) shall not be required to pay Union dues.
- 5.03 The Union is responsible for keeping the Corporation informed as to the names and addresses of the proper officers during July of each year of the life of the Agreement, and further, within ten (10) days of any change being made in the list during the intervening period. The Union shall give the Corporation one (1) months' notice of any change in the amount of dues to be deducted.
- 5.04 Information for New Employees
- (a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 5 dealing with check off of union dues.
 - (b) New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. A Union Steward or Representative shall be given an opportunity to meet each new employee within regular working hours as mutually agreed with the immediate Supervisor, without loss of pay, for a maximum of one (1) hour.

- 5.04 (c) New employees shall be afforded adequate time to review the City of Belleville Policy Manual which includes general, finance, Information Technology and Health and Safety policies generally which are applicable to all employees.
- (d) In recognition of the need for appropriate orientation for new employees, the Employer undertakes to deliver a formal orientation program for employees including:
- i) general orientation;
 - ii) workplace specific orientation/training;
 - iii) training on equipment to be operated; and;
 - iv) documentation to verify the above.

ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT

- 6.01 The Employer and the Union agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by the Employer or the Union or any of their representatives because of membership or non-membership or activity or non-activity in the Union.
- 6.02 The Employer, the Union and employees agree to conduct their affairs in accordance with the *Ontario Human Rights Code*, the Employer's Harassment and Discrimination Policy, and the *Occupational Health and Safety Act*, all as amended from time to time.
- 6.03 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought reasonably to be known to be unwelcome.
- 6.04 The Corporation and the Union recognize their joint responsibilities in providing a workplace free from harassment, including personal harassment, discrimination and violence.
- 6.05 The Corporation agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training on the contents of the harassment policies and programs as well as legislation pertaining to the matters of harassment and discrimination.
- 6.06 If an allegation of discrimination or harassment is pursued under the grievance procedure and is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Complaints and grievances of employees shall be dealt with in the following manner, and all such complaints and grievances must be in writing and filed not later than seven (7) calendar days of the alleged grievance. A grievance concerning any payment that the employee is entitled to under this Agreement shall be deemed to occur as of the applicable payday.

STEP 1 - Grievance to Immediate Supervisor (Non-Union) or Designate

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the immediate supervisor, who shall consider it in the presence of the persons presenting same, not later than seven (7) calendar days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than seven (7) calendar days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than seven (7) calendar days immediately following the termination of the above time limits, proceed to STEP 2.

STEP 2 - Grievance to Department Manager

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the Department Manager, who shall consider it in the presence of the persons presenting same not later than seven (7) calendar days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than seven (7) calendar days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than seven (7) calendar days immediately following the termination of the above time limits, proceed to STEP 3.

STEP 3 - Grievance to Department Director

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the Department Director, who shall consider it in the presence of the persons presenting same not later than seven (7) calendar days immediately following receipt of said grievance. The Department Director shall give a written decision to the employee with a copy to the Union not later than seven (7) calendar days immediately following the said meeting.

- 7.02 Where a dispute involving a question of general application or interpretation occurs within a department, such grievances may be submitted at Step 3 of the grievance procedure and where a dispute involving a question of general application or interpretation occurs dealing with bargaining unit issues, such grievances may be submitted at Step 3 of the grievance procedure and shall be dealt with by a member of the Union executive and a member of the Union Grievance Committee.

- 7.03 By mutual agreement, the time limits referred to above may be extended.
- 7.04 The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 8 - MEDIATION AND ARBITRATION

- 8.01 After the grievance procedure as set out in this Agreement has been exhausted, and before an arbitrator is contacted under this Article, the Parties may agree to utilize the services of a Grievance Mediator to assist the Parties in resolving their differences. In the event a Grievance Mediator is agreed to be used, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the Parties. The Parties shall jointly share the expense of the Grievance Mediator.
- 8.02 It is agreed by the Parties that any difference of opinion related to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedures (and optional mediation process), will be submitted to Arbitration under the provisions stipulated in the Ontario Labour Relations Act within thirty (30) days of completion of the grievance or mediation process.
- 8.03 It is agreed by the parties that each shall pay the cost of their own nominee to the Arbitration Board, and they shall share equally all costs and fees charged by the Chairman of the Board or a single Arbitrator dependent upon which is requested by the party submitting the grievance to arbitration.

ARTICLE 9 - STRIKES AND LOCKOUTS

- 9.01 In view of the orderly procedures set out in Articles 7 and 8 above for the final and amicable settlement of all complaints and grievances, the parties agree that there shall be no lockouts ordered by the City and there shall be no strikes, slowdowns or curtailment of work, ordered or condoned by the Union, or any of its officers or representatives, as long as this Agreement remains in effect.
- 9.02 In the event that any other employee of the Corporation is engaged in a strike and placing or maintaining pickets at the Corporation's premises, then any failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement.

ARTICLE 10 - UNION COMMITTEES

- 10.01 The Union shall advise the Corporation in writing of the personnel serving on Committees, during the month of July of each year of the life of the Agreement and, further, within ten (10) days of any change being made in the list of the Committee personnel during the intervening period.
- 10.02 The Union acknowledges that members of the Union Committees will continue to perform their regular duties on behalf of the Corporation and that such persons shall not leave their duties without first obtaining permission to do so from the immediate Supervisor in the respective department, and on completion of such duties shall report back to him/her. It is understood that such permission shall not be unreasonably withheld.
- 10.03 a) The Corporation acknowledges the right of the Union to elect, appoint, or otherwise select, Union Committees for the purpose of this Agreement consisting of not more than seven (7) members plus the President during negotiations, provided that not more than one (1) employee is appointed from any one function of a Department at the same time to carry out the proper functions of the Union. The Corporation agrees to recognize and deal with the Committees with respect to any matter which properly arises from time-to-time during the term of this agreement, including grievances and the negotiation of a new Collective Agreement.
- b) In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with matters arising out of this Agreement.
- If a meeting is requested by management outside of an employee's regular working hours, the work schedule will be temporarily adjusted to ensure hours of work and regular compensation are maintained.
- 10.04 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. Such representative shall have access to the Corporation's premises in order to investigate or assist in the settlement of a grievance at a time or times agreeable to the immediate Supervisor in the respective department.
- 10.05 The Employer shall have the right at any time to have the assistance of a labour relations consultant during any formal meetings with representatives of the Union.

10.06 Labour Management Committee

It is agreed that a Labour Management Committee will be established with up to five (5) representatives from the Union and five (5) representatives from the Employer. This Committee shall meet no less than every three (3) months or at such other times as mutually agreed between the Union and the Employer. At least one (1) week prior to any meeting, the Union and the Employer shall exchange an agenda of those items proposed to be discussed at a Committee meeting. The purpose of Committee meetings will be to discuss and resolve issues on the agenda which are of mutual concern relating to bargaining unit concerns and employee issues which are not the subject matter of any outstanding grievances or collective bargaining. Labour Management Committee meetings will be held during normal working hours and Union Representatives shall not suffer any loss of pay for attendance at Committee meetings. Minutes of the meetings shall be taken and distributed back to all members of the Committee.

ARTICLE 11 - CORRESPONDENCE

- 11.01 a) All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Manager of Human Resources and the President and Recording Secretary of the Local.
- b) The Union shall receive copies of all correspondence in relation to hiring, termination, resignation, retirement, leave of absences, discipline, layoff and recall of all bargaining unit employees as well as general correspondence relating to the Union and/or its members.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Union Leaves

- a) Leave of Absence, with pay and without loss of seniority, shall be granted for three (3) members to attend Union functions at any one time. The Union shall reimburse the Corporation for the cost of such absences upon receipt of invoice. Such leave shall be requested by the Union President, or his/her alternate, in writing, ten (10) working days prior to the leave of absence. The City will consider requests made less than ten (10) working days prior to the leave of absence.
- b) One employee at one time, who is appointed, temporarily employed, or elected to perform duties on behalf of the Canadian Union of Public Employees shall, upon giving thirty (30) calendar days' advance written notice to the immediate Supervisor, be granted leave of absence for a minimum of one (1) year to a maximum period of two (2) years without pay, provided the employee's position can be suitably filled at no extra cost to the Corporation. Benefits specified in Article 18 may be maintained provided the employee pays the full-required premiums by the fifth (5th) of each month.

- 12.01
- c) The Employer may replace the employee by a Temporary Employee for the duration of the leave if there is no bargaining unit employee who possesses the requisite skills and qualifications to perform the required work. At the conclusion of the leave, the employee temporarily appointed to the position shall be returned to his/her former position or, if hired as a Temporary Employee, be terminated.
 - d) Two (2) employees shall be granted leave of absence, with pay, to attend the Ontario and National CUPE Conventions, OMECC or the National Health & Safety Conference. It is preferred that both employees are not from the same department and that three (3) weeks written advance notice be given to the applicable immediate Supervisor for the respective department.

12.02 **Special Leave**

- a) Special Leave with pay, for periods not over five (5) working days, at one time, or in total during one (1) calendar year, may be granted by the Chief Administrative Officer, or in the absence of, their designate, to attend professional conferences or short courses associated with the employee's duties.
- b) Special leave with partial pay, as may be determined and approved by the Chief Administrative Officer, or in the absence of, their designate, for a period beyond five (5) working days and not over thirty (30) working days may be granted by the Chief Administrative Officer, or in the absence of, their designate, to attend training or educational courses associated with the employee's duties. Such special leave shall not be granted more often than once in three (3) years of employment.
- c) Special leave without pay may be granted by the Chief Administrative Officer, or in the absence of, their designate, for periods over thirty (30) days but not over nine (9) months to attend courses in a recognized education institution. Such leave must be approved by the City Council. Only one (1) such period of leave shall be granted.
- d) Special leave with pay may be granted by the Chief Administrative Officer, or in the absence of, their designate, in exceptional circumstances not covered above. Exceptional circumstances are defined as unforeseen or emergency situations affecting the employee and his/her immediate family.

12.03 Periods of leave without pay, in excess of thirty (30) working days, shall not be credited for purposes of:

- a) Service credit towards within grade increase and completion of probation
- b) Annual vacation accrual

12.04 Employees are entitled to five (5) days leave per calendar year without pay. Such leave shall be given upon request unless good reason is given by the Department Head for refusal.

12.05 **Pregnancy, Parental Leave**

- a) Pregnancy leave, without pay shall be granted for a period up to seventeen (17) weeks duration, with such leave to commence no earlier than seventeen (17) weeks before the expected birth date.

Note: This Article will be governed by the Employment Standards Act, RSO 2000, as amended from time to time.

- b) Parental leave, without pay shall be granted for a period up to thirty-five (35) weeks for Birth Mother and up to thirty-seven (37) weeks for employees who did not take pregnancy leave.

Note: This Article will be governed by the Employment Standards Act, RSO 2000, as amended from time to time.

- c) At least two (2) weeks' written notice of the requirement for pregnancy or parental leave must be given in writing to the Department Director of the employee.
- d) The employee may shorten the duration of the employee's pregnancy or parental leave with the consent of the Department Director or by giving the Department Director four (4) weeks written notice of the employee's intent to return to work.
- e) The employee's coverage for semi-private, Group Life Insurance and A. D. & D., Long-Term Disability, major medical care and dental requirements, as specified in Article 18, Hospitalization and Group Insurance, shall be continued by the Corporation during pregnancy and parental leave.
- f) Seniority shall continue to accrue during the pregnancy and parental leave under this article.

12.06 **Reservist Leave**

Whenever an employee enters the Armed Forces of Canada, the following rules shall apply:

- a) The employee shall be given military leave without pay.

- 12.06
- b) During the period of military service, the employee shall retain all rights to which he/she is entitled under the provisions of this Agreement, provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credits shall not accumulate. Seniority and service credit shall accumulate.
 - c) After the completion of service, the employee shall be restored to his/her former position within two weeks of the day on which the leave ends or the first pay day that falls after the day on which the leave ends whichever is later.
 - d) Persons employed to fill positions becoming vacant under this rule shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to his/her former position, in accordance with 12.01 (c) of this Article.
 - e) An employee in the competitive service having a reserve status in any of the regular branches of the Armed Forces of Canada, upon request to serve under orders on training duty, shall be granted military leave for a period not to exceed ten (10) working days in any one (1) calendar year. Compensation during such leave shall be the differential between prevailing rates that they receive from the City and their Armed Service pay, provided their Armed Service pay does not exceed their pay from the City.
- 12.07 The Corporation shall grant leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Department Director for the respective department. Requests for leave of absence of 30 days or more must be approved by the Chief Administrative Officer.
- 12.08 The Corporation shall pay an employee who is required to serve as a juror or court witness, the difference between his/her normal earnings and the payment he/she received for jury service or court witness. The employee will present proof of service and the amount of pay received.

ARTICLE 13 - SENIORITY

- 13.01 Up-to-date Seniority Lists (Schedules A3, B5, B6, B7 & B8) shall be compiled (including the employee's occupational title) in June of each year and each Permanent Employee shall be placed thereon in accordance with his/her term of continuous service in the Bargaining Unit. A copy of all revisions, additions and deletions shall be posted on each Union Board and provided to the Union President in June of each year. At the same time the employer shall advise the Union of any differences or changes since the previous list was compiled.

13.02 Employees may be temporarily promoted to another City position outside of the bargaining unit for any period up to two (2) years and seventeen (17) weeks which will result in a loss of seniority for the period of time involved.

13.03 Temporary/ Casual Employees, who work beyond eight (8) months (160 working days) in a calendar year, shall become Permanent Employees. If it is felt that the temporary status should be extended, such extension may be agreed to mutually. Temporary/ Casual Employees who work beyond eight (8) months in a twelve (12) month period will be eligible for benefits as indicated under Articles 16 and 18 on a pro-rata basis, if the employee so requests. Temporary/ Casual Employees who become Permanent Employees shall be credited with their seniority based on the employee's length of continuous service in the bargaining unit from the original date of hire.

It is understood that working days are defined as any day or part thereof that any employee works, plus all approved days off or statutory holidays.

Temporary Employees relieving employees who are absent because of pregnancy, parental leave, education and Long Term Disability leaves shall retain their temporary status for the total period of the leave.

NOTE: Further, it is agreed that Article 13.03, does not apply to Recreation, Culture and Community Services Department - Facility Operation employees hired as Recreation Cleaning Staff, Facility Attendants and Program Employees except in circumstances where they are appointed to seniority listed positions.

ARTICLE 14 - ANNUAL VACATION

14.01 All employees, who have less than one (1) years' service as of January 1st, shall be entitled to take annual vacation in an amount equal to one-half (1/2) day for each two (2) weeks of service earned up to a maximum of ten (10) working days with pay. Vacation earned thereafter shall be calculated on a January 1 to December 31 basis as follows:

- a) In the calendar year of the 1st anniversary and each year thereafter:
- 10 working days with pay
- b) In the calendar year of the 3rd anniversary and each year thereafter:
- 15 working days with pay
- c) In the calendar year of the 8th anniversary and each year thereafter:
- 20 working days with pay
- d) In the calendar year of the 16th anniversary and each year thereafter:
- 25 working days with pay

14.01 Continued

- e) In the calendar year of the 25th anniversary and each year thereafter:
 - 30 working days with pay

14.02 Part-Time Employees will receive their vacation on a pro-rated basis, i.e. 2½ days worked per week = 2½ days pay and 1 week off for all calendar year of vacation entitlements described in Article 14.01.

14.03 Annual vacation shall be pro-rated for employees who are absent for more than seventeen (17) continuous weeks excluding any time involving annual vacation entitlements or pregnancy/parental leave.

14.04 An annual vacation schedule is to be posted by May 1 in every year. Any employee who has failed to designate his/her preference by that date shall be required to take available dates.

14.05 In exceptional circumstances, a staff member may be advanced annual vacation.

14.06 Preference in choice of annual vacation dates shall be determined by seniority of service as follows:

a) **Environmental & Operational Services Department–Transportation Operations**

Employees shall be entitled to take their annual vacation at any time during the current calendar year, providing that not more than sixteen (16) employees and two (2) Mechanics (one (1) from Transportation and one (1) from Transit) shall be off on annual vacation during July, August and November; but only up to ten (10) employees and two (2) Mechanics (one (1) from Transportation and one (1) from Transit) shall be off on annual vacation at any one time during other months.

14.06 b) **Environmental & Operational Services Department - Parks Operation**

Employees shall be entitled to take their annual vacation at any time during the year provided that not more than four (4) employees, and one arborist, and one gardener and one mechanic shall be off on annual vacation at one time.

c) **Recreation, Culture and Community Services Department - Facility Operation**

(i) Employees in the arenas shall be entitled to take their annual vacation at any time during the current calendar year, providing that not more than four (4) employees, (not more than two (2) from the same shift) and one (1) Refrigeration Operator and one (1) maintenance staff are off on annual vacation at the same time.

14.06 c) Continued

- (ii) Aquatics Programmer Employees shall be entitled to take their annual vacation at any time during the calendar year, provided that not more than one (1) employee is off on annual vacation at the same time. However, at the discretion of the Supervisor, and agreement between the parties, more than one (1) employee may be able to take annual vacation at the same time.
- (iii) During the period from the last full week in June to Labour Day Weekend in September, employees on vacation will not be scheduled the Saturdays and Sundays before and after their vacation if the request is for the entire week. An employee will not be scheduled for a Friday evening shift before his/her vacation starts unless necessary.

d) **Glanmore National Historic Site**

Employees shall be entitled to take their annual vacation at any time during the calendar year, provided that not more than one (1) employee is off on annual vacation at the same time.

e) **Environmental & Operational Services Department - Water Operations**

As far as practicable, while considering the efficient operation of the Corporation, vacations will be granted at the times most desired by the employees.

f) **Inside Operations**

Employees shall be permitted to take up to twenty (20) continuous days of annual vacation (or such greater number as may be approved by the supervisor). Annual vacation may be taken in segments of one-half (½) day. Employees will request annual vacation a minimum of twenty-four (24) hours prior to taking such vacation.

14.07 Employees listed in Appendix B:

- a) will request annual vacation a minimum of three (3) working days prior to taking such vacation, however, the immediate supervisor may approve lesser notice time periods at his/her discretion.
- b) shall be permitted to take annual vacation in various minimum segments of one-half (1/2) day or more subject to Article 14.06.

- 14.07 c) if pre-approved prior to May 1st will automatically be honoured, notwithstanding the limits stated in Article 14.06. After May 1st, an employee working in another operation must submit his/her Annual Vacation request to the Supervisor in the Operation in which he/she is working, for the time the Annual Vacation is to be taken. The Supervisor may then grant approval dependent on the number of employees permitted to take Annual Vacation in the Operation in which the employee is working, pursuant to Article 14.06.
- 14.08 An employee who is ill during a period of annual vacation shall, subject to the provisions of the Short Term Disability Plan, have that portion of his/her period of annual vacation considered Short Term Disability Plan upon presentation of a satisfactory medical certificate.
- 14.09 Annual vacation, as calculated for each period of January 1 to December 31, may be accumulated and carried beyond December 31 up to a maximum of five (5) working days annually and thirty (30) working days altogether.
- 14.10 Employees holding permanent appointments, who leave their employment, are entitled to payment for unused annual vacation.
- 14.11 Where an employee has taken annual vacation and then separates employment, the Corporation will be entitled to withhold salary or wages owing, or in any event, shall be entitled to be reimbursed for any annual vacation monies already paid in excess of what was earned to date of separation.
- 14.12 A record of all annual vacation will be kept by Human Resources and as soon as possible after December 31st of each year, every employee shall receive a statement from Human Resources.
- 14.13 If a legal or declared holiday falls on, or is observed during, an employee's annual vacation period, such a day shall not be charged as a day of annual vacation.
- 14.14 An employee receiving Workplace Safety Insurance Board benefits shall continue to earn and accumulate annual vacation credits for a period of one (1) year following the date of absence from active duty.

ARTICLE 15 - PAID HOLIDAYS

15.01 For the purpose of these rules, paid holidays shall be considered to be:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	The last working afternoon before
Civic Holiday	Christmas and New Year's

and any other day that may be declared a holiday by the Mayor, Council of the City, Provincial or Federal Governments.

15.02 Compensation for the above paid holidays for all part-time Recreation, Culture and Community Services Department Facility Operation employees will be calculated in accordance with the Employment Standards Act. All Part-Time Employees shall work their scheduled shift assignments immediately before and after a paid holiday to be eligible to receive pay for the holiday in accordance with the Employment Standards Act, unless absence due to illness is supported by a medical certificate which provides all information as specified in Article 16.05(b)

15.03 All employees shall be entitled to time off for paid holidays, when such holidays fall on regularly scheduled working days. Whenever any of the above holidays falls on a Saturday or Sunday (employee's scheduled day off) and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the day off with pay for the purpose of this Article.

15.04 When any of the above noted holidays fall on an employee's scheduled day off (Monday to Friday), the employee shall receive another day off with pay, at a time mutually agreeable to the employee and his/her immediate Supervisor for the respective department, within twelve (12) months of the applicable holiday involved.

15.05 Water Treatment Plant Operators who work on any of the plant holidays shall be entitled to another day off with pay within one hundred and twenty (120) days.

ARTICLE 16 - SICK LEAVE, SHORT TERM DISABILITY PLAN AND LONG TERM DISABILITY PLAN

16.01 Accumulated Sick Leave Plan (Hire Date Prior to July 1, 1985)

As a result of conversion from an Accumulated Sick Leave Plan to a Short Term Sick Leave Plan, the following benefit revisions will be implemented:

- a) (i) The Accumulated Sick Leave Days standing to the credit of all employees as of July 1, 1985 is frozen as of that date.

(ii) The Accumulated Sick Leave days standing to the credit of Glanmore National Historic Site employees as of December 31, 1998 are frozen as of that date.
- b) 50% of all employees' vested Accumulated Sick Leave credits to a maximum of 6 months' salary (130 days) would be paid out upon termination, death or retirement, based on the daily rate of pay in effect at the time of payout.
- c) Any future cash-out provisions prior to termination, death or retirement would be subject to negotiations between the City of Belleville and the respective Union.
- d) Employees whose Accumulated Sick Leave days are not vested at the date of termination would not be entitled to any payout, as outlined above, until the vesting qualification has been met.
- e) An employee may use Accumulated Sick Leave credits for top up purposes. Maximum top up regarding the Disability Benefit would be to 100% of regular earnings, whereas, top up for Long Term Disability benefits would be to a maximum of 85% of regular earnings.
- f) An employee may use vested Accumulated Sick Leave credits to maintain regular earnings during a lay-off (maximum of fifty (50) days) or pregnancy or parental leave, with coverage to be based on a 50% payout value.
- g) In both e) and f), any such usage would correspondingly reduce the total Accumulated Sick Leave credits and consequently, would reduce the future payout value for any employee with 260 days or less.
- h) All employees, who are required to absent themselves to personally care for a member of their immediate family (defined as spouse, common-law spouse, son, daughter, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any relative living with the employee) shall be permitted to use their Accumulated Sick Leave credits up to a maximum three (3) days on any one (1) occasion.

- 16.01 i) Leave taken under the preceding paragraph shall not be calculated towards uncertified sick leave.

16.02 **Accumulated Sick Leave Plan (Former Employees of the Belleville Utilities Commission)**

As a result of conversion from the former Sick Leave Plan at the Belleville Utilities Commission to a Short Term Sick Leave Plan, the following benefit revisions will be implemented:

- a) The Accumulated Sick Leave Days (all of the 100% days and prorated credit for the 75% days) standing to the credit of all employees of the Belleville Utilities Commission as of December 31, 2002 is frozen as of that date.
- b) The Accumulated Sick Leave credits shall have no cash value, and will not be paid out upon termination, death or retirement.
- c) An employee may use Accumulated Sick Leave credits for top up purposes. Maximum top up regarding the Disability Benefit would be to 100% of regular earnings, whereas, top up for Long Term Disability benefits would be to a maximum of 85% of regular earnings.

16.03 **Sick Leave**

Included in the Short Term Disability Plan in Article 16.04 are seven (7) non-cumulative uncertified sick leave credits.

Employees shall not be entitled to the uncertified sick leave credits until they have completed their probation period and then the number of days shall be prorated until the following January.

No medical certificate is required when employees utilize any of the seven (7) non-cumulative sick leave credits. More than seven (7) days of uncertified absence within the calendar year shall be charged as sick leave without pay.

All employees, who are required to absent themselves to personally care for a member of their immediate family (defined as spouse, common-law spouse, son, daughter, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any relative living with the employee) shall be permitted to use their non-cumulative Sick Leave credits up to a maximum three (3) days per calendar year.

16.04 Short Term Disability Plan

- a) The employer agrees to contribute 100% of the cost of the Short Term Disability Plan. Short Term Disability means the period of time an employee is absent from work by virtue of accident/injury or illness, or under the examination or treatment of a recognized health professional, or because of an accident/injury for which compensation is not payable under the Workplace Safety and Insurance Act.

Short Term Disability entitlement for denied WSIB claims will not be paid until written confirmation is received from WSIB that the claim is denied and a medical certificate is supplied by the employee, at which time Short Term Disability Benefits shall be paid from the first day of absence for the claim.

- b) The schedule of benefits payable under the Short Term Disability Plan shall be interpreted to provide up to seventeen (17) weeks/eighty-five (85) working days, excluding paid holidays at 100% of an employee's regular earnings, annually, dependent on the employee's length of service.
- c) Full entitlement to Short Term Disability paid at 100% of regular earnings shall be restored each January 1st for employees at work contiguous to that date and upon the first date of return to work following January 1st for employees who are on Short Term Disability.
- d) If an employee exhausts their weeks of entitlement at 100% of salary, there will always be up to seventeen (17) weeks/eighty-five (85) working days, excluding paid holidays of disability coverage at 75% of earnings, for every unrelated disability due to accident/injury or illness. A related disability would be considered an unrelated disability if an employee returns to work on a full time basis for at least twenty (20) working days, excluding paid holidays.
- e) For any accident/injury or illness, the combination of 100% and 75% paid days shall always total seventeen (17) weeks/eighty-five (85) working days, excluding paid holidays of available paid sick leave.
- f) Benefits of the Short Term Disability Plan as outlined below would commence on the 1st day of disability due to accident/injury or on the second (2nd) day of illness and would be payable for up to seventeen (17) weeks/eighty-five (85) working days, excluding paid holidays. Employees will be required to use one (1) day of uncertified sick leave to gain access to the benefit outlined below in the event of illness. Benefits would then commence on the second (2nd) day of illness.

If the employee has exhausted their uncertified sick leave entitlement under Article 16.03 above, access to the benefit outlined below in the event of illness would begin on the first day of absence, provided the absence is certified as outlined in 16.05 b).

16.04 f) Continued

<u>Length of Service</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
6 months but less than 1 year	5 working days	80 working days
1 year but less than 2 years	10 working days	75 working days
2 years but less than 3 years	15 working days	70 working days
3 years but less than 4 years	20 working days	65 working days
4 years but less than 5 years	25 working days	60 working days
5 years but less than 6 years	35 working days	50 working days
6 years but less than 7 years	45 working days	40 working days
7 years but less than 8 years	55 working days	30 working days
8 years but less than 9 years	65 working days	20 working days
over 9 years	85 working days	0 working days

(EXCLUDING PAID HOLIDAYS and including seven (7) uncertified sick leave days)

Note: Short Term Disability payments for Part-Time Employees shall be pro-rated in accordance with the number of days or hours worked.

16.05 Short Term Disability and Sick Leave Plan Reporting Procedures

In reference to the above benefit, the following would apply:

- a) All absences shall first be reported by the Employee or a member of the employee's family to the immediate Manager/Supervisor, if possible, at least one half (1/2) hour prior to his/her commencement of their shift. The Employer will provide all employees with the contact number and email of the immediate Manager/Supervisor.
- b) Any absence of more than three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday or annual vacation, must be supported by a certificate from a duly recognized health professional.

All sick certification must include the dates of absence, must be signed by the recognized Health Professional and must state that the incumbent was unable to perform the duties of his/her job on the dates of absence.

- 16.05
- c) Sick certifications from a recognized health professional shall be submitted to the Human Resources Department when requested for any absence of more than five (5) consecutive days. It is the responsibility of both the injured/ill employee and the Human Resources Department to have regular communication, but not less than every two (2) weeks. In order for the injured/ill employee to return to work safely, a fitness for work form may be required to be completed by the recognized health professional prior to the date of return. The Human Resources Department will coordinate a return to work meeting with the employee, his/her representative and the immediate manager/supervisor. The Employer will refund the cost of the sick certifications requested and the fitness for work forms.
 - d) Failure to produce the required certificate(s) as per Article 16.05 b) and c) will result in the uncertified days of absence, including legal holidays, if any, being charged as leave without pay. Certificate(s) must be received in Human Resources within five (5) work days of the first day of absence, unless it is unreasonable to do so and in that case, contact with the Human Resources Department is mandatory.
 - e) The dates of certified absence shall be included in all certification of absence submitted for sick leave purposes.
 - f) Time off for appointments with a recognized Health Professional or for other health related appointments shall be booked as uncertified sick leave under the sick leave credits unless a certificate is provided that meets the requirements of the Short Term Disability Plan as prescribed in Article 16.05 b) and will be charged to the this Plan in accumulated amounts of half days. For persons who have exhausted the Short Term Disability Plan such time shall be taken as leave without pay.
 - g) The Employer may, if necessary, have the right to have any employee examined by a qualified independent Health Professional mutually acceptable to the Employer and the Employee. The Employee will receive a copy of all information received by the Employer from the qualified Health Professional. All costs associated with the independent medical as a result of the request will be covered by the Employer.

16.06 **Long Term Disability Plan**

- a) The Corporation agrees to provide a Long Term Disability Plan and contribute 100% of the monthly premiums on behalf of each participating Permanent Employee listed in Appendix A, Schedule "A3" and Appendix B, Schedules "B5", "B6", "B7" and "B8" (Seniority Lists).

- 16.06
- b) During the first two (2) years of income payments the disability must prevent the employee from performing any and every duty relating to his/her regular job. After that time the income benefit will continue if the disability prevents the employee from engaging in any employment for which he/she is reasonably qualified by education, training or experience.
 - c) The benefit level is 67% of any employee's basic monthly earnings, subject to a non-medical limit of \$3000 per month.
 - d) The design of the plan can be altered to include a cost of living index clause. Such action would be subject to negotiations between the City of Belleville and the respective Union.
 - e) The benefit duration is to age 65 for accident/sickness.
 - f) The elimination/waiting period is seventeen (17) weeks/eighty-five (85) working days of continuous disability, excluding paid holidays.
 - g) The Long Term Disability Benefit will be reduced by any payment for loss of time which the employee is entitled under any Workplace Safety Insurance Law or Act and by any primary benefit payable to the employee under the Canada or Quebec Pension Plan, excluding dependent children.
 - h) The coverage is twenty-four (24) hours daily.
 - i) Rehabilitation employment means remunerative employment while not yet fully recovered, following directly after the period of total disability for which the employee received benefits. The benefit will be the monthly benefit less 50% of rehabilitative employment earnings.
 - j) Premium payments are not required when an employee is entitled to receive monthly benefits.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 All employees, who are required to absent themselves to attend the funeral of a member of their immediate family (defined as spouse, common-law spouse, father, step-father, son, daughter, step-children, mother, step-mother, brother, sister, grandparents, spouse's grand-parents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any other relative living with the employee) shall be reimbursed for all lost time up to four (4) working days.

- 17.02 One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of the immediate Supervisor.
- 17.03 In the event of the death of an employee, not more than three (3) members of the executive shall be allowed one-half (1/2) day off, with pay, to attend the funeral. Additional executive members may also be permitted to attend at the Supervisor's discretion, without pay.
- 17.04 An employee who has to use Bereavement Leave during a period of Vacation, as defined in Article 17.01, shall have that portion of Vacation considered Bereavement Leave.

ARTICLE 18 - HOSPITALIZATION AND GROUP INSURANCE

- 18.01 The Corporation agrees to pay for all probationary and Permanent Employees, one hundred percent (100%) of the cost of the Ontario Hospital Insurance Plan and the Semi-Private Plan; and for all Permanent Employees listed in the Appendices to this Collective Agreement, one hundred percent (100%) of the cost of each employee's participation in the Group Life Insurance Plan, the Extended Health Care Plan and the Dental Plan.

Part-time Employees who work regularly on a permanent basis are eligible for benefits as indicated in Articles 16 and 18. Notwithstanding Article 18.11 benefits are paid on a 100% basis for life insurance, AD&D and LTD and on a pro-rated premium basis for semi-private, extended health care and dental plan coverages, subject to working in excess of (15) hours weekly.

- 18.02 The Group Life Insurance (which includes Accidental Death and Dismemberment) for each employee covered shall be two (2) times their respective regular annual salary to the nearest \$500.00 of coverage to a maximum of \$150,000.00. Employees may pay the premium cost of retaining a personal Life Insurance policy in an amount of their choosing upon retirement under the conversion option in the policy.

18.03 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Loss of:

Life.....	100%
Both Hands and Both Feet	100%
Sight of Both Eyes.....	100%
One Hand and One Foot	100%
One Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Arm or One Leg	75%
One Hand or One Foot or Sight of One Eye	50%
Speech.....	50%

18.03 Continued

Hearing in Both Ears.....	50%
Thumb and Index Finger or at Least Four Fingers of One Hand	25%
All Toes of One Foot.....	33-1/3%
Loss of Use:	
Both legs or Both Arms or Both Hands	100%
One Leg or One Arm	75%
One Hand.....	50%

18.04 The Corporation shall provide Extended Health Care Plan coverage to employees specified in this Article with single, couple and family status to be maintained on a \$25.00 deductible basis, annually, including the following:

Eye glass, prescription safety glasses, and eye exam coverage to a maximum of the amount of \$500.00 once every 24 consecutive months.

Physiotherapy, registered massage therapy and chiropractic coverage to a maximum of \$1,500.00 per calendar year. No per visit maximum.

Speech Pathologist \$500 per person per calendar year.

Psychologist - \$100 for 1st visit. \$20 per hour for each subsequent visit \$200 per calendar year per person

Private nursing services to a maximum of \$25,000.00 once every 36 consecutive months.

Coverage for orthotic inserts and/or footwear to a maximum \$300.00 every twenty-four months.

18.05 The Corporation shall provide standard deluxe dental coverage to employees specified in this Article in accordance with O.D.A. rates one (1) year in arrears.

Standard deluxe dental coverage shall include:

The Standard Preventative Plan;

Plus Orthodontic (children only, 50% reimbursement, \$2,000 lifetime max);

Plus major restorative (crowns) and dentures (50% reimbursement, max \$2000/calendar year).

- 18.06 Employees shall be responsible for keeping the City informed of changes in their marital status and number of dependents. An employee who is entitled to a reduced benefit premium because of a change in dependency status and who fails to notify the City of such change within thirty (30) days of becoming aware of such change, shall have any unnecessary extra premium costs paid by the City on his/her behalf deducted from his/her pay.
- 18.07 Any and all accrued E.I. premium reduction benefits that are derived by the employer (five twelfths (5/12) rebate) shall be placed toward the benefits in this Article.
- 18.08 The Corporation agrees to continue to include in the Ontario Health Insurance Plan, the Semi-Private Plan, the Group Life Insurance Plan (with Accidental Death and Dismemberment), the Major Medical, the Dental Plan and the LTD Plan currently in effect, any employees who are laid off work, for a period not to exceed twelve (12) months, on the condition that:
- a) The complete contribution is paid by the employee after three (3) months; and
 - b) The payments are made to the City Treasurer by the 5th of the month in which they are due.
- 18.09 All group benefit plans not eligible for waiver of premium provisions, such as Ontario Health Insurance Plan, Semi-Private, Group Insurance Plan (with Accidental Death and Dismemberment), Major Medical and Dental Plan, if applicable, would be discontinued after 2 years of continuous disability. In other words, the City would continue to pay its portion of the premium during the first 2 years of disability. The employer will continue this coverage for those employees who are appealing LTD or WSIB benefits for up to a three (3) month period.
- 18.10 It is understood that the Corporation may substitute another carrier for any plan (other than OHIP), provided the individual benefits conferred thereby are not in total decreased. Before making such a substitution, the Corporation shall notify the Union to explain the proposed change. Upon a request by the Union, the Corporation shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.
- 18.11 It is agreed by both parties that the above-mentioned plans shall be considered to be a condition of employment for employees specified in Article 18.01, and this condition may only be waived when an employee provides proof that he/she is covered by some other similar plan.

- 18.12 As outlined in the current benefit contract, surviving spouses of a deceased member shall be eligible to remain in the group health and dental plans for a maximum of 24 months following the death of an employee or retired employee, provided that premiums are paid where required. Continued coverage beyond these limits may be obtained through conversion coverage.

ARTICLE 19 - HEALTH & SAFETY

- 19.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees. In accordance with this undertaking, all vehicles, shops and offices will be equipped with First Aid Kits.
- 19.02 Joint Health and Safety Committees shall be established and composed of representatives appointed by the Corporation and representatives of the Union, in accordance with the Occupational Health and Safety Act.
- 19.03 The Employer and the Union agree that they shall comply with and institute the requirements of the Occupational Health and Safety Act as amended from time to time as it applies to the Employer's operations.
- 19.04 The Employer shall provide transportation to the nearest Hospital for employees requiring medical care as the result of a workplace accident occurring during working hours.
- 19.05 An employee suffering a workplace injury during working hours who is required to leave work for treatment and who cannot return to work shall be paid for the remainder of the work day at the regular rate of pay.

ARTICLE 20 - WORKPLACE SAFETY INSURANCE

- 20.01 A Permanent Employee prevented from performing his/her regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety Insurance Board as compensable, within the meaning of the Workplace Safety Insurance Act, shall receive from the Corporation the difference between the amount payable by the Workplace Safety Insurance Board and his/her regular salary. Such difference shall be paid for the period of time standing to the employee's sick leave credit and shall not be deducted from the employee's sick leave accumulation.

- 20.02 A Permanent Employee injured doing a seasonal or temporary posted job shall get his/her pay during compensation at the average weekly rate determined by the Workplace Safety Insurance Board. The Corporation will replace any clothing ruined by an employee, if the said employee was injured and the claim for compensation was approved.
- 20.03 All applicable benefits specified in Article 18 shall be continued, at the Corporation's expense, unless the employee suffers a compensable injury, causing such employee to be disabled to the extent that:
- a) Based on a medical certificate, such employee is prevented from ever returning to work for the Corporation; or
 - b) Such employee is placed on a total disability pension by the Workplace Safety Insurance Board.
- 20.04 An employee who is absent because of an injury or illness covered by the Workplace Safety Insurance Board shall be required to regularly advise the employer of his/her health status in the manner prescribed in Article 16 with the exception that an employee cannot return to work off of Workplace Safety Insurance anytime without medical certification being submitted prior to his/her return to work.

ARTICLE 21 - ACCESS TO PERSONNEL FILES

- 21.01 An employee shall have the right to arrange an appointment to view their own personnel file during the normal office hours of the Human Resources Section. An employee shall have the right to copies of any material contained therein. An employee has the right to respond to any document in this file, and such written response will become part of the file. The viewing shall be in the presence of the Manager of Human Resources or their designate.
- 21.02 Any record of disciplinary action shall be removed from an employee's file after a period of eighteen (18) calendar months where no further discipline has been issued.
- 21.03 The recognized personnel file of an employee shall be located in the Human Resources Department. In order to ensure and maintain the confidential aspect of these files, they shall be kept by the Manager of this Department in a secure location.

ARTICLE 22 - LONG SERVICE BONUS

22.01 A long service bonus, payable by December 15 of each year, shall be paid to Permanent Employees in the following manner:

After 5, 6, 7, 8 or 9 years of continuous service	\$140.00
After 10, 11, 12, 13 or 14 years of continuous service	\$200.00
After 15, 16, 17, 18 or 19 years of continuous service	\$260.00
After 20, 21, 22, 23 or 24 years of continuous service	\$320.00
After 25 or more years of continuous service	\$380.00

22.02 On leaving the City the long service bonus shall be pro-rated, in accordance with service dates, to reflect the number of months worked.

ARTICLE 23 - RETIREMENT

23.01 All eligible employees shall participate in the OMERS Pension Plan in accordance with the rules as stipulated in the plan.

ARTICLE 24 - RESIGNATION

24.01 A Full-Time Employee, who resigns, shall submit his/her resignation in writing to his/her Department Director.

ARTICLE 25 - BULLETIN BOARDS

25.01 The Corporation shall provide Bulletin Boards in all Departments 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.

ARTICLE 26 - COPIES OF AGREEMENT

26.01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Agreement shall be printed within thirty (30) days of signing, and a copy issued to each employee, with one additional copy being provided for the Bulletin Board at the respective departments.

26.02 The Corporation and the Union will share the cost equally of printing sufficient copies of this agreement for all members of the bargaining unit.

ARTICLE 27 - TERMINATION/SUSPENSION/LAYOFF

- 27.01 Notice of termination will be given in accordance with the most current Employment Standards Act.
- 27.02 A regular employee may be discharged only for just cause, and only with the authority of the Chief Administrative Officer. The Department Head may suspend an employee for periods of one (1) day or more and shall report such action, and the reason therefore, to the Chief Administrative Officer as quickly as possible. The immediate Supervisor may suspend any employee for a period of up to one (1) day on any one occasion and such suspension shall be duly reported to the Department Head.
- 27.03 When an employee is warned, suspended or discharged he/she shall be given the reason(s) in the presence of his/her Steward or a member of the Union Executive.
- 27.04 The affected employee and the Union Local shall be subsequently advised in writing of the reason(s) for such warning, suspension or dismissal "as promptly as possible".
- 27.05 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7 – Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 27.06 The Corporation shall notify all employees who work in a position more than three (3) months, who are to be laid off, ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the ten (10) days during which work has not been made available.

ARTICLE 28 - GENERAL

- 28.01 "Grandfathering" for all former IBEW members:
- a) The Corporation agrees to grandfather the following terms for former members of IBEW while employed in Belleville Water operations until this agreement meets or exceeds the benefit:
- Meal Allowance** – A meal allowance of up to a maximum of \$10.00 will be paid upon submittal of a receipt, when an employee works outside normal working hours, as follows:
- (i) After working overtime continuously for one and one half (1½) hours as an extension of normal working hours.
- (ii) After commencing work within one and one half (1½) hours prior to the start of the regular scheduled workday.

28.01 a) Continued

At other times outside of normal working hours, the Corporation will provide reasonable food and drink to the worksite.

Payments for hours worked will not be made for meal breaks away from the job site.

- b) The Corporation agrees to grandfather the following terms for former members of IBEW until this agreement meets or exceeds the benefit:

Extended Health and Dental Benefits - Providing Provincial Legislation permits, the Corporation agrees to pay one hundred percent (100%) of the cost of applicable premiums of the Manulife Extended Health Benefit Plan for all regular employees who have completed their probation period and while such employees are in receipt of pay from the Corporation. The plan includes the following, all as per the Corporation's Group Policy No. 4312: semi-private hospital care, accidental dental care, and eye glass and eye exam coverage to a maximum amount of \$300.00 once every 24 consecutive months.

Where a regular employee is absent due to extended illness or job injury, the Corporation will, on request of the employee or the Union continue to pay its share of Hospital and Medical Insurance as long as the person is an employee.

The Corporation agrees to pay ninety percent (90%) towards the premium cost of the Liberty Health Dental Care Plan Number 9, Group Policy No. 4312; current rate, for all regular employees enrolled in this plan. The plan includes Rider 2 with 50% reimbursement, Rider 3 with 50% reimbursement and Rider 4 with 50% reimbursement. The lifetime maximum for Rider 3 is \$1,500.00. Rider 3 is not applicable to single coverage. The annual maximum for Rider 4 is \$1,000.00. It is understood and agreed that all employees enrolled in the plan must stay in the plan as long as they qualify. It is further understood that the employee's share of the Dental Plan premium cost will be paid by an additional deduction from his/her pay.

Life Insurance – The Corporation agrees to continue Optional Life insurance (all coverages).

- 28.02 The Corporation shall reimburse employees the cost of medical certificates required for the renewal of Class "A" and/or Class "D" and/or the "Z" endorsement licences required in the performance of their duties.

- 28.03 The Corporation shall reimburse employees for the renewal of Trade Licences, and Class "A", "D", or "Z" endorsement driver licences required in the performance of their duties.

- 28.04 Employees shall maintain Trade License(s) and/or certifications and/or driver license at the required level to perform the duties of their position as a condition of employment, and shall advise the Corporation of any change in status of the required license/qualifications. Failure to maintain required Trade License(s) and/or certifications and/or driver licenses may be considered cause for disciplinary action. It shall be the responsibility of all employees to personally notify the Employer as soon as possible in the event that any licence(s) required to perform their duties is suspended, is revoked or expires.

ARTICLE 29 - JOB EVALUATION

- 29.01 The Corporation and Union agree to establish a joint job evaluation committee, comprised of equal members of Union and Corporation representatives, for the purpose of evaluating positions covered by this Agreement and maintaining the basis of an equitable wage structure and job ratings to meet changing conditions and work requirements.
- 29.02 The Parties agree that a common "Tool" will be used for Pay Equity and Job Evaluation.
- 29.03 The Parties agree that a "Terms of Reference" shall be "jointly" developed so both Parties understand and agree at the outset, on the terms and conditions of the Program.

ARTICLE 30 - RETROACTIVE FEATURE

- 30.01 It is understood and agreed that in each and every Agreement between the parties hereto and subsequent to this Agreement, any adjustment of wages and salaries shall be retroactive to the effective date of each Agreement.

ARTICLE 31 - TERM OF AGREEMENT

- 31.01 This Agreement shall be effective from April 1, 2019, to December 31, 2023, and from year-to-year thereafter unless either party gives notice in writing during the ninety (90) day period prior to the expiration date, in any year, of their desire to amend same.
- 31.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the term of this Agreement subject to ratification by the Parties.

Dated at Belleville, Ontario this 18th day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville

[Signature]
[Signature]

Signed on behalf of the Canadian of
Union of Public Employees and its
Local # 907

[Signature]
Marc Gault

[Signature]
[Signature]

Lawrence Arnold

[Signature]

Tom Park

[Signature]

Swa Martin



Letter of Understanding # 1

Between

The Corporation of the City of Belleville

and

CUPE Local 907

Post Retirement Benefits

The Employer agrees to provide early retirement benefits (Life Insurance \$5,000 coverage, Extended Health Plan, Dental Plan and Drug Plan) to employees who elect to retire early, to age 65, on a 50%:50% co-payment basis.

In order for an employee to be entitled to apply for this benefit, early retirement must start following the date of ratification of this agreement.

Employee dependant life insurance coverage will not be included in this benefit.

Dated at Belleville, Ontario this 18 day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville

Signed on behalf of the Canadian of
Union of Public Employees and its
Local # 907

APPENDIX "A"

Article A1 - Scope

- A1.01 This Appendix shall apply to Inside operations as outlined in the attached schedule.
- A1.02 Persons, whose regular jobs are not in the Inside Operations, except students employed for the summer vacation period, volunteers, grant staff, and co-op students, shall not work on any jobs which are included in the Bargaining Unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.

Article A2 - Seniority

- A2.01 A single seniority list shall be maintained for all CUPE Inside Workers.
- A2.02 Where an employee is the successful applicant to a permanent vacancy in another Appendix/Schedule of the Collective Agreement, that employee shall transfer his/her full seniority and service into that Appendix/Schedule.

Note: An applicant for a job vacancy that currently holds a job on the same Appendix/Schedule, and meets the conditions of Articles A4 and B8, will have priority to fill the vacancy over applicants who hold jobs in other Appendices/Schedules.

- A2.03 Seniority for Permanent Employees shall mean length of continuous service in the bargaining unit from the original date of hire. For time spent as a Part-Time Employee, seniority shall be calculated on a pro-rata day to day basis from their original date of hire and contingent upon continuous service in the bargaining unit. A break in continuous service due to a layoff of less than one (1) year in duration, pregnancy or parental leave, and authorized leave of absence shall not be construed as a break in continuous service for seniority purposes.
- A2.04 Permanent appointments shall be subject to a six (6) month probationary period. A performance evaluation report shall be made before the end of the six (6) month probationary period. On the basis of this report, a decision shall be made and the employee notified that his/her:
- a) permanent appointment has been confirmed;
 - b) appointment is not confirmed and employment is terminated;
 - c) time spent under temporary appointment shall be credited to the probationary period upon successful qualification for the position presently being held.

In the case of b), the employee shall be notified of the reason.

- A2.05 Notwithstanding the above provisions of this article when a probationary period is interrupted by illness, injury or for any other reason for a period of time exceeding one (1) week altogether the probationary period shall be extended by an equivalent amount of time that exceeds one (1) week.
- A2.06 Where the employer finds it necessary to reduce jobs within a classification, or to reduce the complement of employees, employees within the affected classification shall be given notice of layoff in reverse order of their seniority.
- A2.07 Permanent Employees who are to be laid off or are laid off, shall be eligible for employment in other departments at the prevailing job rate of pay dependent upon a willingness to assume such other work and based on a maximum two (2) refusal limit. Time employed in this regard shall count as service. The Corporation agrees that if an employee is placed in another department as a result of a layoff they shall have first preference to return to their former department position upon the need of employment.
- A2.08 Employees who receive notice of layoff may, prior to the effective date of layoff, either accept the layoff or bump another employee in the Inside Operation who has lesser seniority, on condition that the employee is willing and qualified to perform the available work at the applicable job rate. Seniority rights for bumping purposes shall be exercised in a lateral or downward manner.
- A2.09 Employees shall be recalled to work in order of their seniority and before new employees are hired, provided they possess the requisite skill, ability and are willing to perform the available work at the applicable job rate.
- A2.10 (a) If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Corporation, he/she shall not lose seniority rights, except as set out in (b) below.
- (b) An employee shall lose his/her seniority and his/her employment shall be deemed terminated in the event that:
- i) He/she is discharged for just cause and not reinstated.
 - ii) He/she resigns.
 - iii) He/she is absent from work in excess of three (3) working days without notifying his/her immediate Supervisor, unless such notice was not reasonably possible.
 - (iv) After a lay-off he/she fails to return to work within forty-eight (48) hours (excluding Saturday and Sunday), after being notified by registered mail to do so, unless through sickness or other just cause.
 - (v) An employee is absent for more than thirty (30) months under an approved LTD

claim (this clause shall not operate if the employee is handicapped within the meaning of the *Ontario Human Rights Code*, in which case the employee's seniority will be accumulated for so long as the employee is in receipt of LTD benefits and is handicapped within the meaning of the Code).

A2.11 An employee shall be entitled to a within grade increase of salary of one step, upon completion of each unit of service time, as defined in Article A3.03, provided the employee has not reached the maximum for their grade and provided that the date of entitlement shall, in no case, be earlier than the date of completion of the probationary period.

A2.12 All satisfactory service time, except continuous periods of special leave, as defined in Article 12.02, shall be credited towards the service requirements, which are:

- a) One (1) year of full-time service.
- b) The equivalent amount of part-time service.

Service time shall date from the latest of the following action:

- c) Entrance on duty.
- d) The last within grade increase.
- e) A promotion to a higher grade.

Article A3 - Relationship

A3.01 Employees will be given suitable training as determined necessary, to improve their effectiveness in current assignments and prepare them for broader usefulness to the City.

A3.02 Management shall be responsible for facilitating the adjustment of an employee to their new work situation by:

- a) Providing them with a clear statement of their duties and official relationships, i.e. Job Description.
- b) Instructing and guiding them in learning to perform their functions.
- c) Introducing them properly to those staff members with whom they will be working.
- d) Discussing with them at frequent intervals their progress in learning the work.

A3.03 In addition to the normal work review, Management shall periodically make a formal evaluation of the performance, conduct, and potentialities for greater usefulness of each employee under its supervision. The evaluation shall be made at such intervals as the work situation requires, but in no case, less frequently than:

A3.03 Continued

- a) At the end of three (3) months for Permanent Employees who are engaged in the trial period following a promotion or transfer selected for consideration of permanent placement in another position.
- b) At the end of the normal six (6) months' probation period, for Probationary Employees, and
- c) Thereafter, once a year, for all employees;
- d) All employees declared permanent after six (6) months' probation shall be raised to Step 1, except on occasions where their employment is terminated.

A3.04 Management shall discuss its conclusions with the employee and make specific suggestions for improvement in all aspects of performance, which are not entirely satisfactory.

A3.05 The evaluation of performance, as reflected in these reports, shall be the basis for assisting the employee to make the most effective contribution to the work of the Corporation.

Article A4 - Job Posting

A4.01 When the Corporation intends to fill a permanent or temporary position, a notice will be posted on the bulletin board in all places of work covered by this Collective Agreement, for a minimum of seven (7) calendar days, during which time Permanent Employees will have an opportunity to apply.

When the Corporation intends to fill a temporary position, a notice will be posted for application by employees covered by A1 only.

Such notices shall contain the following information:

Nature of position, qualifications required, skills, shift, hours of work, wage, salary rate or range and full job description. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminating manner.

A4.01 Continued

The posting period will begin as soon as possible upon receipt of the approved job requisition at Human Resources, but not more than seven (7) calendar days after the vacancy occurs and the notice will remain posted for a minimum of seven (7) calendar days or the Union will be notified that the position has been made redundant. The vacancy occurs when the present incumbent leaves the position for any reason. The Union shall be notified as to the successful applicant, grade and starting salary.

Should no Union applicant be accepted, a specific reason shall be given as to why, in writing, to each applicant.

A4.02 Departmental 'help outs' for employee transfers shall be permitted for a maximum of three (3) working days for work overload or unexpected replacement purposes. Employee selection shall be at the discretion of the respective Department Director with no pay adjustments.

A4.03 Employees that are awarded temporary positions shall be ineligible to apply for other posted temporary positions for a period of six (6) months from commencement date in the new position, with the exception of relieving opportunities within his/her department or permanent job postings, or for long-term temporary vacancies (pregnancy/parental, long term education and approved LTD). At no time will a Permanent Employee be considered for a temporary posting during their designated trial period in a permanent position.

A4.04 Departmental relieving opportunities from within a department shall be provided on a seniority basis to qualified candidates without internal advertising requirements for periods of time involving four (4) weeks or less. If no candidates are available from within a department, temporary assistance from outside the bargaining unit shall occur.

A4.05 Any Permanent Employee who is selected for placement in another position in accordance with Article A4.07 on a permanent basis shall be inserted thereto for a trial period of three (3) months. In the event that the selected applicant proves unsatisfactory or if the employee is unable or unwilling to continue to perform the duties of the new classification at any time during this trial period, he/she shall be returned to his/her former position without loss of seniority. Any other Permanent Employee promoted or transferred as a result of this rearrangement of positions shall be returned to their former position without loss of seniority.

A4.06 Limited Classification

- a) A Limited Classification shall mean a classification for permanent or probationary employees which is for a limited duration not to exceed twelve (12) months or such longer period, as may be mutually agreed upon between the Employer and the Union.

- A4.06
- b) Notice of posting with regard to the Limited Classification will indicate the estimated probable duration.
 - c) A Permanent Employee filling a Limited Classification shall, on termination of such classification, revert to the classification and grade held immediately preceding the selection.
 - d) The rate of pay for additional positions established shall be in conformity with the rate of pay for positions of similar kind and class. When changes in the basic rate of pay are proposed, the work of the job classification will be reviewed and compared with the duties of comparable positions by the proper officers of the Corporation and the Union, with the object of reaching an agreement on revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.
- A4.07 Applications for such appointments and promotion to positions specified in Article A4.01, shall be considered on the basis of being determined the most qualified person for the job taking into account the duties, function and responsibility requirements of the position as well as the skills, abilities, experience and formal qualifications of a candidate. Consideration of the foregoing factors shall be conducted in a fair and straightforward analysis manner for all applicants and will include candidate evaluation sheets for record of information purposes. Internal candidates may be considered conditionally if they are able to obtain the necessary qualifications within the three (3) month trial period.
- A4.08 Should the evaluation process prove that two or more applicants possess relatively similar qualifications, skills and abilities, selection shall then be made on the basis of seniority.

Article A5 - Hours of Work and Overtime

- A5.01
- a) The normal working hours shall be seven (7) hours per day, thirty-five (35) hours per week; 8:30 a.m. to 4:30 p.m. with a one (1) hour unpaid lunch break, Monday to Friday, inclusive, except for the Clerk Dispatcher at Environmental and Operational Services, who shall work 7:30 a.m. to 4:30 p.m. with a one (1) hour unpaid lunch break, Monday to Friday inclusive. One By-law Enforcement Officer and the Green Coordinator shall work 5 days a week which includes Saturday and Sunday work.

A5.01 b) Recreation Service Representatives

The working hours for the permanent part time Recreation Service Representatives at the Wellness Centre shall be a minimum of four (4) consecutive hours up to a maximum of thirty-five (35) hours between 5:30 am and 11:00 pm, seven days a week with no more than 5 consecutive days scheduled at one time unless mutually agreed between the employee and the employer to do more.

The full time hours shall be 8:30 am to 4:30 pm or 10:00 am to 6:00 pm Monday through Friday with a one hour unpaid lunch.

Employees scheduled for less than five (5) consecutive hours shall be entitled to one paid fifteen (15) minute break. Employees scheduled between five (5) and six (6) consecutive hours shall be entitled to a one half hour unpaid lunch and one paid fifteen (15) minute break. Employees scheduled more than six (6) consecutive hours shall be entitled to two paid fifteen (15) minute breaks one in each half of their shift and one half hour unpaid lunch.

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance, and neither the schedule of hours nor shifts of employees may be changed without at least three (3) days' advance notice given to the affected employees and the Union.

Employees may not be scheduled for a shift with less than eight (8) hours between the termination of one shift and commencement of another unless mutually agreed by the employee and the employer.

A5.02 Employees will receive two (2) fifteen (15) minute breaks, one in each half of the normally scheduled work day, to be taken at a time agreed upon by the immediate Supervisor or Department Director.

A5.03 Where the workload in the office requires that an employee must work in excess of one-quarter (1/4) hour beyond the regular quitting time in a day, or when overtime is authorized by the Department Director, the employee shall be compensated for such overtime in accordance with the provisions set out as follows.

A5.04 Overtime shall be compensated for by granting equivalent compensative leave and/or monetary compensation as requested by the employee at that time. Compensative leave will be granted at a time mutually agreeable between employee and Department Head and to be taken within nine (9) months of earning it. Both compensative leave and monetary compensation shall be at a rate of one and one-half (1-1/2) times the hours worked Monday through Friday, two (2) times the hours worked Saturday and Sunday and two (2) times the hours worked plus a day's pay for a holiday.

5.04 Continued

Overtime and call-back time shall be divided as equitably as possible among employees who are engaged in similar types of work and who are qualified to perform the work that is available. The officers of the Union shall be provided with the record of each department's overtime distribution upon request and at the labour management meetings.

A5.05 Meal Allowance – A meal allowance of up to a maximum of \$10.00 will be paid upon submittal of a receipt, when an employee works outside normal working hours, as follows:

- (a) After working overtime continuously for one and one half (1½) hours as an extension of normal working hours.
- (b) After commencing work within one and one half (1½) hours prior to the start of the regular scheduled workday.

At other times outside of normal working hours, the Corporation will provide reasonable food and drink to the worksite.

A5.06 The Union hereby agrees on behalf of itself and each employee in the bargaining unit to the following:

- a) The Employees agree with the Employer to work in excess of the regular work day for employees in the inside bargaining group;
- b) In accordance with Section 17 (2) of the Employment Standards Act (ESA), the Union gives consent for Full-Time Employees to exceed the regular hours of work per day and/or per week, subject to a maximum total of sixty (60) hours per week (and subject to the overtime provisions contained in the Collective Agreement, including determining if overtime is mandatory or voluntary);
- c) The regular hours of work for part-time, seasonal, casual and student employees, and the circumstances whereby those hours may be exceeded, remain governed by the terms of the Collective Agreement.

This agreement is made in accordance with the applicable provisions of the *Employment Standards Act*.

A5.07 Standby time for the Parking Services Coordinator shall be from 4:30pm Friday to the same time the following Friday. Compensation shall be at the rate of one (1) day's pay per week. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under Article 15 (Paid Holidays), as compensation for standby.

Standby time for the Traffic Technician and Assistant Traffic Technician, when assigned, shall be from 4:30pm Friday to the same time the following Friday. Compensation shall be at the rate of one (1) day's pay per week. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under Article 15 (Paid Holidays), as compensation for standby.

A5.08 Employees who are called out after their regular working hours from Monday to Friday or on Saturday, shall be paid a minimum of two (2) hours at overtime rates. Employees, who are called out on Sunday or on a paid holiday, provided for in this Agreement, shall be paid a minimum of four (4) hours at overtime rates. This section shall apply to flag raising duties. Any call out received during the call out period of two (2) hours shall not be considered a new call out. Minimum call out shall not apply to an extension of normal work hours of up to 2 hours.

A5.09 An employee unable to report for duty on a workday shall notify his/her immediate manager/supervisor of that fact no later than the commencement of the workday or shift.

Article A6 - Relieving in Other Grades

A6.01 If a probationary or Permanent Employee is temporarily transferred from his/her normal position to a position of a higher grade for more than three (3) consecutive working days, he/she shall receive the rate of the new grade but at one step below his/her current step for the full period worked in it.

A6.02 If a Permanent Employee is temporarily transferred from his/her normal position to a position of the same or a lower grade, he/she shall continue to receive the rate of pay he/she was entitled to immediately prior to transfer.

Article A7 - Travel and Transportation

A7.01 An employee not receiving a monthly car allowance, who agrees to use his/her own vehicle to go to and from the job, will be paid fifty two cents (\$0.52) per km effective April 1, 2013 or six dollars (\$6.00) per day for each day a vehicle is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.

A7.02 It is a condition of employment that certain positions require the employee to be in possession of, and be able to operate a motor vehicle, for the daily discharge of his/her duties. These positions include the following:

- Building Inspectors
- Survey Party Chiefs
- By-Law/Licensing Officer
- Traffic Technician
- Assistant Traffic Technician
- Engineering Technologists
- Bylaw Enforcement Officer/Building Maintenance

Notification will be given to the Local Union of any changes or additions to this list of specified positions where possession of a motor vehicle and the payment of a motor vehicle allowance for its use is a condition of employment. If a position is removed from A7.02 or A7.03 that position will no longer be required to have access to a vehicle as a condition of employment.

A7.03 The following positions shall receive a monthly car allowance as follows:

POSITION	April 1
By-law & Licensing Officer	\$230.00
Engineering Technologists	\$452.00
Assistant Traffic Technician	\$511.00
Traffic Technician	\$540.00
Survey Party Chiefs	\$572.00
By-law Enforcement Officer & Building Maintenance	\$663.00
Building Inspectors	\$711.00

A7.04 Vehicle allowance payments will cease for all periods of employee absence exceeding one (1) continuous month excluding any time involving annual vacation entitlements.

A7.05 Any position not listed in Articles A7.02 or A7.03 shall not be required to have access to a vehicle as a condition of employment.

Article A8 - Protective Clothing

A8.01 The Corporation will provide a clothing allowance, as soon as possible after January 1st, to each employee who was a Permanent Employee as of January 1st, in the amount of one hundred and seventy-five dollars (\$175.00) plus one winter orange safety coat every three years starting September 2008 to those persons permanently employed in the positions of:

A8.01 Continued

Building Inspectors
Bylaw Enforcement Officer/Building Maintenance
Survey Party Chiefs
Traffic Technician
Assistant Traffic Technician
Engineering Technologists
Building Maintenance/Custodial Technician

A8.02 The Corporation shall pay up to two hundred (\$200.00) dollars (with receipts) towards the cost of CSA approved Green Patch boots or shoes for Permanent Employees listed in A8.01 per calendar year.

A8.03 The Corporation will provide rubber boots with safety toe, work gloves and smocks, as required, at the discretion of the respective Department Heads concerned.

A8.04 Employees shall report to work dressed appropriately.

Article A9 - Salary

A9.01 The probationary salary only shall be paid to new employees of the Corporation on appointment. Appointment rates above probationary salary may be paid if the Chief Administrative Officer deems it necessary.

A9.02 If an employee is promoted, or reduced in grade, his/her rate of pay in the new position shall be determined as follows:

- a) On promotion, the salary of the employee shall be fixed in the higher grade at the same step held in his/her present grade. New assignments within the same grade level shall not cause any change in the normal anniversary date of the current step.
- b) On reduction in grade, the salary will be fixed at the step in the lower grade, which corresponds to the current salary, or at the rate nearest below, if there is no exactly corresponding rate.

A9.03 The Salary Schedule, having been agreed to by both parties, is shown in SCHEDULE "A1" attached and forms part of this Agreement.

Article A10 - Classification of Positions

- A10.01 The city shall establish and maintain a plan for the classification of all jobs in the service according to the type and levels of duties and responsibilities of the positions and the qualifications required of the staff that occupy them. This plan shall include standards by which individual posts are to be classified.
- A10.02 All jobs shall be classified in accordance with the present plan established under the provisions above. Classification shall include assignment of official title, pay grade and job description. Management will agree to discuss any changes to classification with the Union.
- A10.03 A Permanent Employee, may, at any time, request a re-examination of the classification of the position which he or she occupies, and any Department Director, or the Union may, at any time, request re-examination of the classification of any position. The effective date of such classification shall be the date of approval of the committee with payment of such classification retroactive to the date the applicant applied on the appropriate form (Job Information Questionnaire) to the Manager of Human Resources.

Article A11 - Contracting out and Technological Changes

- A11.01 The Corporation undertakes to give every employee in the bargaining unit as steady employment as the nature of the work permits. This undertaking shall not, however, be construed as a guarantee by the Corporation to give steady employment to employees.
- A11.02 In order to provide security for the members of the bargaining unit, no Permanent Seniority-Listed employees shall be dismissed by the employer because of mechanization, technological changes or contracting out.
- A11.03 The employer shall pay the full cost of any course of instruction approved by the employer for an employee to better address the requirements of his/her own job and such approval shall not be unreasonably withheld. Payment shall be made upon successful completion of the course.

SCHEDULE "A1"
Salary Schedule - Effective April 1, 2019 (Hourly Rates - 7 hours)

GRADE	TITLE	PROB.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	No Positions	16.21	16.85	17.34	17.98	18.47	18.97	19.74
2	No Positions	20.22	21.01	21.64	22.43	23.06	23.66	24.59
3	Secretary/Bookkeeper Office Clerk	22.20	23.03	23.65	24.50	25.13	25.74	26.70
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting & Customer Service Clerk Accounts Payable/Receivable Rep. Recreation Service Representative Clerk Dispatcher	23.94	24.81	25.42	26.27	26.91	27.51	28.52
5	Administrative Assistant Purchasing Administrative Assistant Planning Technician Building Maintenance/Custodial Technician Property Tax Coordinator Senior Collection Clerk Customer Service Clerk Senior Billing Clerk Customer Collections Representative Payroll/Accounts Representative Revenue/Customer Service Representative Museum Administrative & Collections	25.69	26.55	27.16	28.07	28.68	29.30	30.34
6	Assistant Tax Collector By-Law & Licensing Officer Administrative Assistant - Bldg Permit Clerk Payroll Clerk Survey Party Chief Planning Technician I Information Systems Assistant Parking Services Coordinator Green Coordinator Accounting Analyst Technical Services Coordinator Development and Tourism Assistant Taxation & Assessment Analyst	27.42	28.30	28.94	29.82	30.45	31.08	32.14
7	Marketing/Education Coordinator Engineering Plans Technician II Assistant Traffic Technician Engineering Development Technologist Property Management Assistant	29.18	30.08	30.66	31.60	32.22	32.86	33.93
8	Building Inspector I Financial Analyst Engineering Technologist Web Services Technician Bylaw Enforcement Officer/Building Maint. Curator Special Projects Planner Traffic Technician Information Systems Coordinator GIS Coordinator	30.92	31.86	32.44	33.36	33.99	34.63	35.72
9	Building Inspector II	32.42	33.38	34.02	35.00	35.62	36.30	37.44
10	No Positions	33.98	35.00	35.63	36.66	37.35	38.04	39.25

SCHEDULE "A1"
Salary Schedule - Effective January 1, 2020 (Hourly Rates - 7 hours)

GRADE	TITLE	PROB.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	No Positions	16.21	16.85	17.34	17.98	18.47	18.97	19.74
2	No Positions	20.22	21.01	21.64	22.43	23.06	23.66	24.59
3	Secretary/Bookkeeper Office Clerk	22.20	23.03	23.65	24.50	25.13	25.74	26.70
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting & Customer Service Clerk Accounts Payable/Receivable Rep. Recreation Service Representative Clerk Dispatcher	23.94	24.81	25.42	26.27	26.91	27.51	28.52
5	Administrative Assistant Purchasing Administrative Assistant Planning Technician Building Maintenance/Custodial Technician Property Tax Coordinator Senior Collection Clerk Customer Service Clerk Senior Billing Clerk Customer Collections Representative Payroll/Accounts Representative Revenue/Customer Service Representative Museum Administrative & Collections	25.69	26.55	27.16	28.07	28.68	29.30	30.34
6	Assistant Tax Collector By-law & Licensing Officer Administrative Assistant - Bldg Permit Clerk Payroll Clerk Survey Party Chief Planning Technician I Information Systems Assistant Parking Services Coordinator Green Coordinator Accounting Analyst Technical Services Coordinator Development and Tourism Assistant Taxation & Assessment Analyst	27.42	28.30	28.94	29.82	30.45	31.08	32.14
7	Marketing/Education Coordinator Engineering Plans Technician II Assistant Traffic Technician Engineering Development Technologist Property Management Assistant	29.18	30.08	30.66	31.60	32.22	32.86	33.93
8	Building Inspector I Financial Analyst Engineering Technologist Web Services Technician Bylaw Enforcement Officer/Building Maint. Curator Special Projects Planner Traffic Technician Information Systems Coordinator GIS Coordinator	30.92	31.86	32.44	33.36	33.99	34.63	35.72
9	Building Inspector II	32.42	33.38	34.02	35.00	35.62	36.30	37.44
10	No Positions	33.98	35.00	35.63	36.66	37.35	38.04	39.25

SCHEDULE "A1"
Salary Schedule - Effective January 1, 2021 (Hourly Rates - 7 hours)

GRADE	TITLE	PROB.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	No Positions	16.45	17.10	17.60	18.25	18.75	19.25	20.04
2	No Positions	20.52	21.33	21.96	22.77	23.41	24.01	24.96
3	Secretary/Bookkeeper Office Clerk	22.53	23.38	24.00	24.87	25.51	26.13	27.10
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting & Customer Service Clerk Accounts Payable/Receivable Rep. Recreation Service Representative Clerk Dispatcher	24.30	25.18	25.80	26.66	27.31	27.92	28.95
5	Administrative Assistant Purchasing Administrative Assistant Planning Technician Building Maintenance/Custodial Technician Property Tax Coordinator Senior Collection Clerk Customer Service Clerk Senior Billing Clerk Customer Collections Representative Payroll/Accounts Representative Revenue/Customer Service Representative Museum Administrative & Collections	26.08	26.95	27.57	28.49	29.11	29.74	30.80
6	Assistant Tax Collector By-law & Licensing Officer Administrative Assistant - Bldg Permit Clerk Payroll Clerk Survey Party Chief Planning Technician I Information Systems Assistant Parking Services Coordinator Green Coordinator Accounting Analyst Technical Services Coordinator Development and Tourism Assistant Taxation & Assessment Analyst	27.83	28.72	29.37	30.27	30.91	31.55	32.62
7	Marketing/Education Coordinator Engineering Plans Technician II Assistant Traffic Technician Engineering Development Technologist Property Management Assistant	29.62	30.53	31.12	32.07	32.70	33.35	34.44
8	Building Inspector I Financial Analyst Engineering Technologist Web Services Technician Bylaw Enforcement Officer/Building Maint. Curator Special Projects Planner Traffic Technician Information Systems Coordinator GIS Coordinator	31.38	32.34	32.93	33.86	34.50	35.15	36.26
9	Building Inspector II	32.91	33.88	34.53	35.52	36.16	36.84	38.00
10	No Positions	34.49	35.52	36.17	37.21	37.91	38.91	39.84

SCHEDULE "A1"
Salary Schedule - Effective January 1, 2022 (Hourly Rates - 7 hours)

GRADE	TITLE	PROB.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	No Positions	16.74	17.40	17.91	18.57	19.08	19.59	20.39
2	No Positions	20.88	21.70	22.34	23.17	23.82	24.43	25.40
3	Secretary/Bookkeeper Office Clerk	22.92	23.79	24.42	25.31	25.96	26.59	27.57
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting & Customer Service Clerk Accounts Payable/Receivable Rep. Recreation Service Representative Clerk Dispatcher	24.73	25.62	26.25	27.13	27.79	28.41	29.46
5	Administrative Assistant Purchasing Administrative Assistant Planning Technician Building Maintenance/Custodial Technician Property Tax Coordinator Senior Collection Clerk Customer Service Clerk Senior Billing Clerk Customer Collections Representative Payroll/Accounts Representative Revenue/Customer Service Representative Museum Administrative & Collections	26.54	27.42	28.05	28.99	29.62	30.26	31.34
6	Assistant Tax Collector By-law & Licensing Officer Administrative Assistant - Bldg Permit Clerk Payroll Clerk Survey Party Chief Planning Technician I Information Systems Assistant Parking Services Coordinator Green Coordinator Accounting Analyst Technical Services Coordinator Development and Tourism Assistant Taxation & Assessment Analyst	28.32	29.22	29.88	30.80	31.45	32.10	33.19
7	Marketing/Education Coordinator Engineering Plans Technician II Assistant Traffic Technician Engineering Development Technologist Property Management Assistant	30.14	31.06	31.66	32.63	33.27	33.93	35.041
8	Building Inspector I Financial Analyst Engineering Technologist Web Services Technician Bylaw Enforcement Officer/Building Maint. Curator Special Projects Planner Traffic Technician Information Systems Coordinator GIS Coordinator	31.93	32.91	33.51	34.45	35.10	35.77	36.89
9	Building Inspector II	33.49	34.47	35.13	36.14	36.79	37.48	38.67
10	No Positions	35.09	36.14	36.80	37.86	38.57	39.29	40.54

SCHEDULE "A1"

Salary Schedule - Effective January 1, 2023 (Hourly Rates - 7 hours)

GRADE	TITLE	PROB.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	No Positions	17.03	17.70	18.22	18.89	19.41	19.93	20.75
2	No Positions	21.25	22.08	22.73	23.58	24.24	24.86	25.84
3	Secretary/Bookkeeper Office Clerk	23.32	24.21	24.85	25.75	26.41	27.06	28.05
4	Customer Service Representative Council Services Assistant Accounts Representative Accounts Payable Representative Accounting & Customer Service Clerk Accounts Payable/Receivable Rep. Recreation Service Representative Clerk Dispatcher	25.16	26.07	26.71	27.60	28.28	28.91	29.98
5	Administrative Assistant Purchasing Administrative Assistant Planning Technician Building Maintenance/Custodial Technician Property Tax Coordinator Senior Collection Clerk Customer Service Clerk Senior Billing Clerk Customer Collections Representative Payroll/Accounts Representative Revenue/Customer Service Representative Museum Administrative & Collections	27.00	27.90	28.54	29.50	30.14	30.79	31.89
6	Assistant Tax Collector By-law & Licensing Officer Administrative Assistant - Bldg Permit Clerk Payroll Clerk Survey Party Chief Planning Technician I Information Systems Assistant Parking Services Coordinator Green Coordinator Accounting Analyst Technical Services Coordinator Development and Tourism Assistant Taxation & Assessment Analyst	28.82	29.73	30.40	31.34	32.00	32.66	33.77
7	Marketing/Education Coordinator Engineering Plans Technician II Assistant Traffic Technician Engineering Development Technologist Property Management Assistant	30.67	31.60	32.21	33.20	33.85	34.52	35.65
8	Building Inspector I Financial Analyst Engineering Technologist Web Services Technician Bylaw Enforcement Officer/Building Maint. Curator Special Projects Planner Traffic Technician Information Systems Coordinator GIS Coordinator	32.49	33.49	34.10	35.05	35.71	36.40	37.54
9	Building Inspector II	34.08	35.07	35.74	36.77	37.43	38.14	39.35
10	No Positions	35.70	36.77	37.44	38.52	39.24	39.98	41.25

SCHEDULE "A2"

Permanent Employees' vacation pay shall be their normal hours at an employee's current rate, or two percent (2%) of an employee's earnings in the twelve (12) months prior to his/her taking vacation, for each week of vacation, whichever is greater. Earnings shall include holiday and vacation pay and any other paid leave of absence, with such difference calculated and paid on the first pay after July 1.

SCHEDULE "A3"
CITY OF BELLEVILLE

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #
907 (INSIDE WORKERS)
LIST OF SENIORITY LISTED PERMANENT EMPLOYEES IN
ORDER
OF SENIORITY AS OF JUNE 30, 2016**

	Name	Position	Seniority Date M/D/YEAR	Service Date M/D/YEAR
1	Holt , K	Accounting Analyst	7/4/1983	
2	Wilson , K	Administrative Assistant	3/4/1985	
3	Wheeler , P	Customer Service Clerk	4/1/1985	
4	Anderson , R	Financial Analyst	10/30/1985	11/10/1975
5	Richardson , T	Clerk Dispatcher	2/1/1988	
6	Cunningham , E	Assistant Tax Collector	9/26/1988	
7	Keller , K	Administrative Assistant	9/27/1989	06/12/1989
8	Anderson , L	Administrative Assistant	10/3/1989	
9	Rexe , A	Customer Service Representative	12/4/1989	
10	Stewart , P	Administrative Assistant	4/2/1990	
11	Gilmour , L	Information Systems Assistant	5/25/1992	
12	Carson , S	By-law & Licensing Officer	5/19/1993	
13	Abrams , H	Administrative Assistant	8/15/1994	08/09/1994
14	VanStone , E	Administrative Assistant	2/22/1995	
15	Pearson , R	Building Maintenance/Custodial Technician	3/17/1998	07/02/1997
16	Mavety , L	Administrative Assistant	7/9/1998	
17	Rustige , R	Curator	1/1/1999	08/09/1990
18	Bridge , B	Customer Service Representative	11/25/1999	07/25/1994
19	Miles , P	Administrative Assistant	1/1/2000	07/18/1988
20	Wakeling , M	Marketing/Education Co-ordinator	6/26/2000	
21	Wilson , S	Accounting & Customer Service Clerk	8/22/2000	06/09/1999
22	Bush , B	Revenue/Customer Service Representative	1/2/2001	
23	Murphy , K	Parking Services Coordinator	1/15/2001	07/10/2000
24	Whalen , L	Payroll Clerk	5/28/2001	
25	Henderson , N	Council Services Assistant	6/18/2001	
26	Mattis , D	Web Services Technician	2/18/2002	
27	Down , J	Engineering Technologist	5/27/2002	
28	Mcgriskin , M	Information Systems Co-ordinator	8/19/2002	
29	Dulmage , C	Senior Billing Clerk	11/18/2002	11/12/2002
30	Westerveld , K	Property Management Assistant	12/4/2002	
31	Collins , B	Survey Party Chief	10/6/2003	
32	Pinchin , G	Special Projects Planner	10/14/2003	
33	Knight , J	Property Tax Coordinator	12/1/2003	
34	Downer , A	Customer Collections Representative	1/21/2004	
35	Bucci , A	Senior Billing Clerk	2/16/2004	
36	Keays , C	Administrative Assistant	4/13/2004	08/20/2001
37	Gaudet , D	Accounts Payable Representative	8/3/2004	
38	Steele , S	Payroll/Accounts Representative	9/12/2005	
39	Mclean , T	Revenue/Customer Service Representative	9/23/2005	
40	Kuipers , J	Building Inspector I	10/23/2006	

41	Way , M	Engineering Plans Technician II	11/13/2006	
42	Kirkley , D	GIS Co-ordinator	12/4/2006	
43	Pettit , J	Engineering Development Technologist	12/18/2006	
44	Bartlett , K	Traffic Technician	6/18/2007	
45	McMillan , A	Purchasing Administrative Assistant	7/30/2007	
46	Christopher , B	Customer Service Representative	12/17/2007	
47	Kehoe , K	Building Inspector II	4/21/2008	
48	Caddick , D	Engineering Plans Technician II	6/9/2008	
49	Hope , K	Engineering Technologist	1/5/2009	
50	Purdy , D	Council Services Assistant	2/17/2009	
51	Colton , S	Survey Party Chief	6/8/2009	
52	Thompson , T	Customer Service Representative	6/22/2009	
53	Carter , N	Customer Service Representative	11/2/2009	
54	Sarginson , D	Accounts Payable/Receivable Rep.	2/24/2010	
55	Richardson , P	Bylaw Enforcement Officer/Building Maintenance	2/28/2011	
56	Bonisteel , J	Planning Technician	3/7/2011	
57	Duff , C	Accounts Representative	10/14/2011	
58	Willis , A	Building Inspector I	6/11/2012	
59	Spence , J	Assistant Traffic Technician	11/13/2012	
60	Adams , A	Bylaw Enforcement Officer/Building Maintenance	8/30/2013	
61	McKillop , C	Payroll Clerk	12/9/2013	
62	Strauss , B	Customer Service Representative	6/12/2014	12/05/2013
63	McMahon-Jones , D	Museum Administrative & Collections Assistant	11/1/2014	
64	Forestell , A	Revenue/Customer Service Representative	11/10/2014	
65	Shortt , S	Bylaw Enforcement Officer/Building Maintenance	12/12/2014	05/07/2014
66	Peloso , A	Permit Clerk	6/22/2015	
67	Butwell , D	Building Inspector II	7/13/2015	
68	Hedge , L	Recreation Services Representative	6/27/2016	04/25/2012
69	McDonald, M	Recreation Services Representative	6/27/2016	04/25/2012
70	Prime, R	Recreation Services Representative	6/27/2016	04/25/2012
71	Stitt, J	Recreation Services Representative	6/27/2016	10/22/2012
72	Nobes, J	Recreation Services Representative	6/27/2016	04/13/2015
73	MacWhirter, B	Green Coordinator	6/27/2016	11/02/2015

Total Number of Employees - 73

APPENDIX "B"

Article B1 - Scope

B1.01 This Appendix shall apply to Outside operations as outlined in the attached schedules.

B1.02 Environmental and Operational Services Department

Persons, whose regular jobs are not in the Environmental and Operational Services Department shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.

B1.03 Recreation, Culture and Community Services Department

a) Subject to B1.03 b), persons whose regular jobs are not in the Recreation, Culture and Community Services Department, except students working for the Recreation, Culture and Community Services Department under volunteer programs, shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available.

b) The Glanmore National Historic Site volunteer, grant staff and co-op student programs will be administered in such a manner as to not result in the layoff or reduction in hours for any employee covered by this agreement and working at this Site.

Article B2 - Operations Permanent Seniority Listed Employee Transfers

B2.01 The provisions of this article shall apply to the Recreation, Culture, and Community Services Department and the Environmental and Operational Services Department.

B2.02 It is mutually agreed that employees may be transferred from time to time to other operations, and, should this be done, no other persons shall perform the work of the said employees during the period that they are transferred unless in the event of a declared emergency.

Only the head of Council of a municipality may declare that an emergency exists. A "Declared Emergency" is as defined in the Emergency Management and Civil Protection Act and reads as follows:

B2.02 Continued

“A situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.”

- B2.03 The Employer agrees to notify the Union respecting the Operations to which employees are assigned.
- B2.04 The Employer further agrees that an employee moved from one Operation to another shall have first preference to go back to his/her former Operation before summer students or new employees are employed.
- B2.05 Employees transferred from their Operation to a different Operation shall be transferred in the reverse order of seniority within their Operation, subject to being able and having the required knowledge, education, ability and skills to do the work.
- B2.06 a) Employees transferred for five (5) days or less shall remain in the regular rotation for overtime calls in their own Operation.
- b) Employees transferred for more than five (5) days shall be eligible for overtime in the regular rotation of the Operation to which they are transferred. The transferred employees shall be placed in order of seniority, in their own Operation, at the bottom of the call-in list of the Operation to which they are transferred.

Article B3 - Hours of Work and Overtime

B3.01a) Environmental and Operational Services Department–Transportation Operations

The normal work week for Transportation operation employees shall be eight (8) hours per day, forty (40) hours per week Monday to Friday, from 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour off for lunch and two (2) paid fifteen (15) minute breaks, one in each half of the shift.

Notwithstanding Article B3.04 b), a system of Saturday work rotation for mechanics carrying out work on the transit fleet will be continued (i.e. there will be rotating shifts of Monday to Friday and Tuesday to Saturday, with shift premium applicable in the normal manner).

A shift premium of (\$1.25) per hour effective April 1, 2013 to all employees who report to work a scheduled shift outside of the hours stipulated as per the above clause, for the entire shift.

B3.01a) Continued

During months that a night shift is required it will consist of forty (40) hours per week, eight (8) hours per night, from 10:30 pm to 7:00 am, Sunday to Thursday, and employees will be placed into the shift in reverse order of seniority should positions need to be filled after volunteers, in order of seniority, have availed themselves first. No position under any classification listed in Schedule B1 will be guaranteed day shifts only.

b) **Environmental & Operational Services Department – Water Operations**

The normal work week for non-rotating shift employees at Belleville Water Operations will be forty (40) hours per week consisting of five (5) days of eight (8) hours each from Monday to Friday inclusive as follows:

<u>TRADES SECTION</u>		<u>LUNCH</u>
Distribution Sections	8:00 a.m. to 4:30 pm	½ Hour
Water Treatment Plant	8:00 a.m. to 4:00 p.m.	½ Hour Paid Running Lunch
WD Operator	8:00 a.m. to 4:30 p.m.	½ Hour
<u>BUILDING & PROPERTIES SECTION</u>		
Custodian	7:00 a.m. to 5:00 p.m.	2 Hours

c) **Environmental & Operational Services Department – Water Operations**

The normal work week of rotating shift employees at the Water Treatment Plant will average, on an annual basis, forty (40) hours per week, on the basis that a normal shift will consist of eight (8) consecutive hours inclusive of one-half (1/2) hour paid lunch period during which vigilance of the plant's operation will be maintained, except as may be otherwise mutually agreed by the parties hereto from time to time.

d) Rotating shift employees at the Water Treatment Plant shall receive one dollar and twenty-five cents (\$1.25) per hour effective April 1, 2013 premium for all hours worked between 4:00 pm and 8:00 am, except Plant Holidays.

B3.02 **Environmental & Operational Services Department - Parks Operation**

a) The normal work week for Permanent Employees shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday, from 8:00 a.m. to 4:30 p.m., with one-half (1/2) hour off for lunch and two (2) paid fifteen (15) minute breaks, one in each half of the shift.

B3.02 a) Continued

The normal work week for Casual Employees shall be rotating shifts of five (5) consecutive days, eight (8) hours per day, forty (40) hours per week, Sunday to Saturday, with one half (1/2) hour off for lunch, two (2) paid fifteen (15) minute breaks, one in each half of the shift.

- b) A shift premium of one dollar and twenty-five cents (\$1.25) per hour effective April 1, 2013 will be paid to all employees who report to work a scheduled shift outside of the 8:00 am to 4:30 pm shift Monday to Friday for their entire regular shift duty.
- c) Work performed by employees on a sixth (6th) or seventh (7th) day shall be at double time. The employee's first scheduled day off in a pay period shall be considered his/her sixth day, and the second day off shall be considered the seventh day.
- d) Employees will be paid for their lunchtime when they remain onsite in the field with the approval of the manager/supervisor.
- e) A Permanent Employee may not be scheduled for a shift with less than eight (8) hours between the termination of one shift and commencement of another unless mutually agreed by the employee and Employer.
- f) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance, and neither the schedule of hours nor shifts of employees may be changed without at least three (3) days' advance notice given to the affected employees and the Union.
- g) During months that a shift is required to work outside of the days and hours stipulated in B3.02A above, employees will be placed into the shift in reverse order of seniority should positions need to be filled after volunteers in order of seniority have availed themselves first.

B3.03 Recreation, Culture and Community Services Department - Facility Operation

- a) The normal work week for facility operations employees, except Refrigeration Operators, Aquatics Programmers and Maintenance Staff, shall be forty two and one half (42 ½) hours, comprised of five (5) days per week, eight and one half (8 ½) hours per day, Sunday to Saturday, on a rotating shift, with a one-half (1/2) hour paid running lunch.

Refrigeration Operators work week shall be forty two and one half (42 ½) hours, comprised of five (5) days per week, eight and one half (8 ½) hours per day, Sunday to Saturday, from 8:00 a.m. to 4:30 p.m. with one half (1/2) hour paid running lunch. Under such circumstances, forty two and one half (42 ½) hours shall be considered the normal work week.

B3.03 a) Continued

Aquatics Programmer's work week shall consist of five (5) days, Sunday to Saturday of nine (9) hours each, with a one (1) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks, one in each half of the shift.

Maintenance Staff's normal work week shall consist of five (5) days of eight (8) hours each day, Monday to Friday, from 8:00 a.m. to 4:30 p.m. with one-half (½) hour unpaid lunch.

Further, facility operations employees will be given at least every fourth (4th) weekend off and the Refrigeration Operator will be given at least every third (3rd) weekend off.

The Permanent Employees shall be permitted to change a full shift upon giving three (3) days written notice to their immediate Manager/Supervisor and conditionally that no overtime will be required to be paid.

- b) All Facility Operations Employees, except Program Staff, shall receive (\$1.25) per hour effective April 1, 2013 for all hours worked other than 8:00 am to 4:30 pm Monday to Friday.
- c) For the positions of Recreation Cleaning Staff and Facility Attendants the normal work week will be scheduled as required, in accordance with the Recreation, Culture and Community Services Department programming, in their respective facilities.
- d) Except as noted above, work performed by employees on a sixth (6th) or seventh (7th) day shall be double time. The employee's first scheduled day off in a pay period shall be considered his/her sixth day, and the second day off shall be considered the seventh day.
- e) A Permanent Employee may not be scheduled for a shift with less than eight (8) hours between the termination of one shift and commencement of another unless mutually agreed by the employee and Employer.
- f) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance, and neither the schedule of hours nor shifts of employees may be changed without at least three (3) days' advance notice given to the affected employees and the Union.

B3.04 Overtime

- a) Any employee, who performs work in excess of his/her normal eight (8) hour shifts shall be paid for such work at the rate of one and one-half (1-1/2) times his/her straight time rate, up to twelve (12) hours. Any continuous shift over twelve (12) hours shall be double (2) times the straight time rate.
- b) Work performed on Saturday or on Sunday, shall be double (2) times the straight time rate.
- c) Article B3.04 b) does not apply to Environmental & Operational Services Department -Parks Operation Employees, whose regular shift falls on Saturday or Sunday.
- d) Article B3.04 b) does not apply to Recreation, Culture and Community Services Department -Facility Operation Employees, whose regular shift falls on Saturday or Sunday.
- e) Article B3.04 b) does not apply to Environmental & Operational Services Department – Transit Mechanics Employees, whose regular shift falls on Saturday or Sunday.
- f) Work performed on a paid holiday shall be paid at the rate of double (2) times the straight time rate, plus the day's pay.
- g) Shift pay will not be permitted on these days to Environmental & Operational Services Department_- Parks Operation Employees or for Recreation, Culture and Community Services Department - Facility Operation Employees.
- h) All overtime must be authorized by the immediate Supervisor, or his/her designate.

B3.05 Overtime - Water Operations

Authorized work performed in excess of non-rotating shift employees normal scheduled hours per shift, except as noted below will be paid at the rate of time and one-half the employee's regular straight time hourly rate. Authorized work performed on Saturday, Sunday or Plant Holidays as observed under the terms of this Agreement and authorized work between the hours of 7:00 p.m. and 8:00 a.m. will be paid at double such an employee's regular straight time rate. Overtime will be paid in fifteen (15) minute increments.

B3.06 **Standby**

- a) Standby time for Transportation Operation employees shall be from 3:30 p.m. Friday to the same time the following Friday. Standby time, as required, for Recreation, Culture and Community Services Department shall be from 3:30 p.m. Friday to the same time the following Friday. Compensation shall be at the rate of one (1) day's pay per week. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under Article 15, as compensation for standby. Standby crews will be called in to do emergency work only.
- b) Refrigeration Operators (R.O.) will be scheduled in rotation at the end of shift Friday and shall continue until the end of the following Friday, for on call duty when the multi-plex refrigeration plant is running.

During the period the R.O. on duty must remain available to promptly respond when called and be ready to proceed immediately to the facility.

The weekly allowance for this duty is to be calculated at the rate of one (1) day's pay. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under Article 15, as compensation for standby.

In addition, payment for time worked shall be outlined in the overtime provision of this Agreement.

The Corporation will provide a cell phone to the R.O., who will be responsible to ensure the cell phone is in proper working order.

B3.07 **Overtime Meals**

Employees required to work more than two (2) hours overtime will be allowed one-half (1/2) hour for meals with pay and each succeeding four (4) hour shift thereafter. Employees who work completely between 12:00 midnight and 7:30 a.m. on overtime will be allowed ten dollars (\$10.00) for breakfast, except those employees who receive shift premium.

B3.08 **Call-Back – Transportation, Parks, and Facilities Operations**

- a) Overtime rates for minimum call-back times shall be determined by the day on which the call-back occurs as follows:
- b) Employees who are called back after their regular working hours from Monday to Friday shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the straight time rate.

- B3.08
- c) Employees who are called back on Saturday shall be paid a minimum of two (2) hours at the rate of two (2) times the straight time rate.
 - d) Employees who are called back on Sunday shall be paid a minimum of four (4) hours at the rate of two (2) times the straight time rate
 - e) Employees who are called back on Paid Holidays shall be paid a minimum of four (4) hours at the rate of two (2) times the straight time rate plus the straight time.
 - f) If the call-back continues beyond the minimum period, all time over and above the minimum shall be paid at the overtime rate applicable for the day the time is actually worked.
 - g) Employees who are called back after their regular working hours will be permitted to return home following the completion of the emergency work for which the call-back was originated and any other emergency work requiring attention at that time, subject to the said employees attending to additional calls received within the time for which minimum payment is being made as part of the original call back. Call-backs received by employees following their completion of emergency work, their return home and the expiration of the minimum time for which payment is being made, will be considered a separate call-back.
 - h) Employees who give up their position on the emergency call-back list must give a minimum of two (2) weeks' notice.

B3.09 **Call-Back – Water Operations**

- a) In the event an employee is called in outside of his/her normal scheduled work hours; he/she will be paid a minimum of four (4) hours pay at the regular straight time hourly rate or the time actually worked at appropriate premium rate, whichever is greater except when a short call follows within one and one-half (1 ½) hours of the completion of the previous call in which case time shall be considered continuous from the start of the call. There shall be no minimum payment applicable to overtime worked as an extension of an employee's normal scheduled daily working hours.

Should an employee be called out within one hour of normal starting time, the minimum call out payment will not be in effect. The employee will be paid the appropriate premium rate for work performed up to normal starting time, at which point the basic rate will commence.

- b) The Corporation will endeavour for scheduled overtime to provide seventy-two (72) hours' notice.

- B3.09 c) An employee who is required to work overtime prior to the start of his/her regularly scheduled hours of work will be permitted a rest period of three (3) hours if, during the eight (8) hours immediately preceding the start of his/her regularly scheduled hours of work, he/she works four (4) hours or longer.

Should the overtime work extend into the normal working day, the employee will be permitted to take the three (3) hour rest period during his/her regular scheduled hours of work.

B3.10 **Agreement to Work Excess Hours**

The Union hereby agrees on behalf of itself and each employee in the bargaining unit to the following:

- a) The Employees agree with the Employer to work in excess of the regular work day of either eight (8), eight and one-half (8 1/2), or twelve (12) hours for employees in the outside bargaining group.
- b) In accordance with Section 17 (2) of the Employment Standards Act (ESA), the Union gives consent for Full-Time Employees to exceed the regular hours of work per day and/or per week, subject to a maximum total of sixty (60) hours per week (and subject to the overtime provisions contained in the Collective Agreement, including determining if overtime is mandatory or voluntary).
- c) The regular hours of work for part time, seasonal, casual and student employees, and the circumstances whereby those hours may be exceeded, remain governed by the terms of the Collective Agreement.

This agreement is made in accordance with the applicable provisions of the Employment Standards Act.

B3.11 **Equitable Division of Overtime and Call-Back**

Overtime and call-back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. The officers of the Local Union shall have the privilege of examining the office records of the Corporation connected with the division of overtime among employees, subject to the provision that this privilege may be used in other than normal working hours. The overtime worked by employees the previous day is to be marked on the bulletin board the following working day by the immediate Supervisor, or his/her designate.

B3.12 Reporting Pay

In the event of an employee reporting for work in any day and being sent home before he/she has completed four (4) hours, he/she shall be paid for four (4) hours, except Program Employees, who shall have three (3) hours applied in both of these instances.

B3.13 Breaks

All Environmental & Operational Services Department and Recreation, Culture and Community Services Department employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift. The provisions of this paragraph shall also apply to employees working overtime in excess of two (2) hours.

B3.14 Employees shall be allowed to leave their job site an adequate amount of time before the lunch period and before quitting time to return to their home base of operation. Employees shall be allowed fifteen (15) minutes before the lunch period and before quitting time for personal cleanup purposes.

B3.15 On-Call Duty – Water Operations

a) All competent employees able to respond in a timely manner may be required to perform on-call duty which will be distributed on an equitable basis among them.

b) Water Distribution Section

Management shall maintain a six-month schedule of on-call duty which shall be made available to the staff concerned, three months in advance of the commencement of such schedule.

The On-call Schedule will function as follows:

Employees will be on a rotating schedule within which employees may switch amongst each other providing the answering service is kept informed of such changes by the employee who is scheduled to be on-call. In the event the scheduled on-call employee is unable to be on-call, the employee next on the on-call list shall be his/her replacement in the event a volunteer is not obtained after calling in descending order from the on-call list and the schedule advanced accordingly.

The tour of On-call Duty shall commence at the end of shift Friday and shall continue until the end of shift of the following Friday, including the lunch duration, except as noted below. During that period the man on duty must remain available to promptly respond when called and be ready to proceed immediately to the work location.

The weekly allowance for this duty is to be calculated at the rate of one (1) day's pay. In addition, payment for time worked shall be outlined in the overtime provisions of this Agreement.

B3.15 b) Continued

In those cases when Friday is a Paid Holiday the employee whose on-call duty would normally cease at end of shift shall cease on-call duty at end of shift of the immediately preceding normal work day and the employee whose on-call duty would normally begin at end of shift shall begin on-call duty at end of shift of the immediately preceding normal work day. When tours of on-call duty are so adjusted the weekly allowance for the employees involved shall be adjusted on a pro-rata basis.

When, in the opinion of the Corporation, additional on-call staff is required on a holiday weekend or holiday break they may be assigned to this duty. The allowance for such duty shall be \$23.00 per day plus an additional \$7.00 allowance shall be made for on-call duty after normal quitting time on the day preceding such holiday weekend or holiday break plus \$7.00 for the time between midnight and normal starting time of the first regular working day following the holiday weekend or holiday break.

In order to provide immediate response to emergency calls each employee during his/her tour of on-call duty may take a designated Corporation vehicle home for such purposes. It is understood that such employee shall take reasonable care of the vehicle.

The Corporation will provide a pager and cell phones to the regular personnel on-call who will be responsible to ensure that the pager and cell phones and all phones are in proper working order.

Any employee who is "on call" on a Paid Holiday shall be entitled to equivalent time off at his/her regular straight time hourly rate. An employee who is required to work on such Paid Holiday shall not receive any premium pay for work performed during normally scheduled hours of work. However, an employee who is required to work on such Paid Holiday outside the normal scheduled hours of work shall be paid for time worked at the premium rate specified in Article B3.

c) Water Treatment Section

Management shall maintain a six month schedule of on call duty, posted three months in advance of the commencement of such schedule.

B3.15 c) Continued

The On Call Schedule will function as follows:

Employees will be on a rotating schedule within which employees may switch amongst each other providing the supervisor is kept informed. In the event the scheduled on call employee is unable to be on call, the supervisor may appoint an alternate.

The tour of duty is as posted on the shift / on call schedule, in seven day segments whenever possible.

The weekly allowance for this duty is to be calculated at the rate of one (1) day's pay. The allowance may be pro-rated with the length of tour of duty.

In order to provide immediate response to emergency calls each employee during his/her tour of on-call duty may take a designated Corporation vehicle home for such purposes. It is understood that such employee shall take reasonable care of the vehicle.

The Corporation will provide a cell phone to the regular personnel on-call who will be responsible to ensure that the cell phones and all phones are in proper working order.

An employee who is "on-call" on a Paid Holiday shall be entitled to equivalent time off at his/her regular straight time hourly rate. In the event the employee on-call is required to work on such a Paid Holiday the on-call employee shall be compensated at their regular straight time hourly rate during the normal scheduled hours of work. Hours worked by the on-call employee, on a Paid Holiday, outside their normal scheduled hours of work shall be paid for time worked at the premium rate specified in Article B3.06.

Where possible, qualified employees scheduled for on call duties will be scheduled as the ORO.

B3.16 Accumulation of Paid Time-Off in Lieu of Overtime Payment for Permanent Employees

- a) Overtime up to a maximum of eighty (80) hours (replenishable) may be accumulated and banked in one (1) hour segments between January 1 and December 1 of each calendar year upon receiving written request from an employee and compensated for at the rate saved by granting leave equivalent to overtime rates in conjunction with Article 14.06.

- B.3.16
- b) Such overtime may only be accumulated from call-back or additional assigned full shift situations. It is recognized that call-backs or additional assigned full shifts are not permitted to those employees who are already away from their regularly assigned shifts except for emergency purposes.
 - c) As soon as possible after December 1st of each year all banked overtime, less any time that has been scheduled to be taken during the month of December, shall be paid out at the rate of pay in effect at the time it was earned. Any remaining time not taken by December 31st will be paid out.
 - d) A minimum of three (3) working days' notice prior to taking such days off in lieu is required; however, the immediate supervisor may approve lesser notice time periods at his/her discretion.

B3.17 **Environmental & Operational Services Department – Transportation Operations**

Employees shall be entitled to take their time off in lieu on a first come basis after earning it any time during the calendar year providing that not more than sixteen (16) employees and two (2) Mechanics (one (1) from Transportation and one (1) from Transit) shall be off work during July, August and November; and only up to ten (10) employees and two (2) Mechanics (one (1) from Transportation and one (1) from Transit) shall be off work at any one (1) time during other months.

B3.18 **Environmental & Operational Services Department - Parks Operations**

Employees shall be entitled to take their time off in lieu on a first come basis after earning it any time during the calendar year providing that not more than four (4) employees, one mechanic, and one arborist and one gardener are off work at any one time.

B3.19 **Recreation, Culture and Community Services Department – Facilities Operations**

Employees shall be entitled to take their time off in lieu on a first come basis after earning it any time during the calendar year providing that not more than four (4) employees, (not more than two (2) from the same shift) and one (1) Refrigeration Operator and one (1) maintenance staff shall be off work at the same time.

During the period from the last full week in June to the Labour Day Weekend in September, employees on time off in lieu will not be scheduled the Saturdays and Sundays before and after their time off in lieu if the request is for the entire week. An employee will not be scheduled for a Friday evening shift before his/her time off in lieu starts unless necessary.

B3.20 Recreation, Culture and Community Services Department – Aquatics Programmers

Aquatics Programmer employees shall be entitled to take their time off in lieu on a first come basis after earning it at any time during the calendar year providing that not more than one (1) employee is off work at the same time. However at the discretion of the supervisor, and agreement between the parties, more than one (1) may be able to be off at the same time.

B3.21 Use of Own Vehicle

- a) An employee, who agrees to use his/her own vehicle to go to and from the job, will be paid fifty two cents (\$0.52) per km or six dollars (\$6.00) per day for each day a vehicle is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.
- b) An employee who agrees to use his/her own truck for haulage purposes will be paid fifty two cents (\$0.52) per km or eighteen dollars (\$18.00) per day for each day a truck is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.

Article B4 - Protective Clothing

B4.01 Inclement Weather Allowance

- a) Suitable rubber clothing, as may be determined by the Corporation, will be provided to Transportation Operations and Parks Operations employees only, whose duties require them to work in wet or inclement weather. Suitable clothing shall mean one (1) pair of rubber boots, rubber suit with hood, and rubber gloves. All such clothing remains the property of the Corporation and is to be stored in employee's locker at all times, when not in use on Corporation business.
- b) Suitable rubber boots as may be determined by the Corporation, shall be provided to each permanent arena employee. Such rubber boots are to be stored in each employee's locker at all times, when not in use on Corporation business.

B4.02 A protective helmet will be provided to each Transportation Operations and Parks Operation employees only, in accordance with the regulations made under *The Construction Safety Act*.

B4.03 All Permanent Employees except Aquatic Programmers, must wear, at all times, boots and shoes with protective toe caps. The Corporation shall pay up to two hundred dollars (\$200.00) (with receipts) towards the cost of CSA approved Green Patch boots or shoes per Permanent Employee per calendar year.

B4.04 Boots and shoes will only be provided to employees who physically work in a required position at least four (4) months in a calendar year.

B4.05 a) **Clothing for Environmental & Operational Services Department – Transportation Operations**

Shall be provided to all the Permanent Employees as follows:

The first issue of clothing shall include:

- 5 pair of pants
- 5 Long Sleeve Shirts
- 5 Short Sleeve Shirts
- 2 Traffic Safety Bib Coveralls
- 1 Traffic Jacket
- 1 Traffic Insulated Bib Coveralls
- 1 Traffic Jackets Insulated Bomber or 1 Traffic Insulated Parka
- 1 Sweatshirt

Every issue of clothing after the first Issue will follow a point system with each Permanent Employee receiving 10 points on January 1st of each year for the selection of clothing.

ITEM	POINT VALUE
Pants - Cargo (Navy)	1
Pants - Work - (Navy)	1
Short Sleeve Safety T Shirts - Orange	0.5
Long Sleeve Safety T Shirts - Orange	0.5
Short Sleeve Safety T Shirts – Construction Green	0.5
Long Sleeve Safety T Shirts – Construction Green	0.5
Polo Safety Shirts - Short Sleeve - Orange	1
Polo Safety Shirts -Long Sleeve - Orange	1
Safety Work Shirts - Short Sleeve - Orange	1
Safety Work Shirts -Long Sleeve - Orange	1
Traffic Bib Coveralls	2
Traffic Safety Jackets	2
Traffic Safety Insulated Bib Coveralls	3
Traffic Safety Jackets Insulated Bomber	2
Traffic Safety Insulated Parka	3
Sweatshirts	2

In addition to the above, the extra issuance of protective clothing to each of the following:

Sewer Truck Driver and Sewer Machine Operator, Pipe Layers, Pumping Station Operator, Hydraulic Sewer Machine Operator, Hydraulic Sewer Machine Helper and Asphalt Sub-Foreman.

4.05

b) Clothing for Environmental & Operational Services Department – Parks Operations

Shall be provided through the following point system:

Each employee shall be awarded 10 points on January 1st of each year for the selection of clothing for uniforms.

ITEM	POINT VALUE
Work shirts (orange) short sleeved or long sleeved	0.5
Work Pants (Navy or dark green)	1
Traffic Safety T Shirts (orange)	0.5
Traffic Safety Jackets (orange)	2
Traffic safety unlined Jacket (orange)	2
Traffic Safety Coveralls (orange)	2
Traffic Safety Bib Overalls (orange)	2
Traffic Safety Parka (orange)	3
Traffic Safety Sweatshirts (orange)	2
Traffic Safety Golf Shirts (orange)	1
Ball Cap	1
Cargo Pants	1
Coveralls	1

c) Clothing for Recreation, Culture and Community Services Department- Facilities Operations (Arenas)

Shall be provided through the following point system:

Each employee shall be awarded 10 points on January 1st of each year for the selection of clothing for uniforms, and 3 points for a winter jacket every even year.

ITEM	POINT VALUE
Work Pants (Navy or dark green)	1
Winter Jacket	3
Cargo Pants	1
Cargo Shorts	1
Golf Shirts	1
Cargo Shorts	1
Golf Shirts	1
Coveralls	1
Sweatshirts	2
Unlined Jacket	2
Tee Shirts	0.5

Note to above: Points system also applies to Building Maintenance Person and Custodian Technician (Glanmore).

B4.05 d) **Clothing for Recreation, Culture and Community Services Department – Facilities Operations (Aquatics)**

Aquatic Programmers shall receive their hats, shorts, guard shirts, instructor shirts, jackets and head guard shirts as required. As well, the Corporation will provide Aquatic Programmers with a clothing allowance of one hundred and seventy-five dollars (\$175.00) (with receipts) for the purchase of bathing suits and footwear as soon as possible after January 1st each year provided they are Permanent Employees on the date of payment. Employees hired after the date of payment each year will have their clothing allowance pro-rated for the first year.

e) **Note:** (applicable to B4.05A, B4.05B, and B4.05 c):

- i) The Employer will pay for any alterations required to adjust supplied clothing.
- ii) Work Gloves and work mitts will be supplied as required.
- iii) The wearing of this clothing is required as a condition of employment.
- iv) One extra issue of protective clothing equals five (5) points
- v) All shirts and jackets shall be embossed with the City of Belleville Corporate Logo
- vi) All Casual Employees shall be provided with four (4) traffic safety shirts

f) Mechanics from all Appendices/Schedules shall receive their clothing allocation from B4.05 a) and in addition to this allocation, the Employer shall supply fire retardant coveralls, shirts and pants as required (from the service provider).

Article B5 - Wages and Job Classification

B5.01 The wage schedule referred to as Schedules "B1", "B2", "B3" and "B4" shall be part of this Agreement. Where an employee is performing work in a classification higher than his/her own for an accumulated period of less than six (6) months, he/she shall be paid at the rate for the higher classification except while on vacation and sick leave.

B5.02 Where an employee performs the work of a higher classification for six (6) months or more in a calendar year, he/she shall be paid at the higher rate for all vacation and sick leave taken during assignment to the higher rated classification.

B5.03 **Inspector/Locator**

When a water distribution operator, other than the Inspector or Locator, is assigned to inspect the installation of watermains, services and appurtenances on a project, or perform locates, he/she will be paid an additional five per cent (5%) over his/her hourly rate while on that particular assignment.

B5.04 For Water Operations

- a) Where an operator is assigned Occasional Supervisor duties, he/she shall be paid the Occasional Supervisor rate.
- b) The Occasional Foreman's or Supervisor's rate shall be the employee's regular rate increased by eight per cent (8%). If the employee is asked to fill the position of Occasional Foreman or Supervisor for more than six (6) consecutive weeks, at any one time, the Occasional Foreman's or Supervisor's rate after the aforementioned six (6) week period shall be the employee's regular hourly rate increased by ten per cent (10%).
- c) When a regular employee is assigned as the Overall Responsible Operator (ORO) for a twenty-four (24) hour period, he/she shall be paid at the employee's regular rate increased by 10% or the equivalent to the weekly on call responsibility pay rate, whichever is greater. It is understood that to operate as the ORO, the operator must be licensed to the level of the facility or one level lower. The assignment of the ORO will be by mutual consent. In the event that no one agrees to be an ORO, one shall be assigned by management. The ORO schedule will be part of the plant shift schedule.

B5.05 The probationary rate shall be 15% less than the applicable rate for employees hired into the licenced trades (Licenced Mechanic, Foreman Mechanic, Treeperson, Gardener, Turfperson, Irrigation Person, Refrigeration Operators, Water Distribution and Servicing staff, Water Treatment Plant staff).

B5.06 The Corporation shall pay to the Apprentice Mechanic, the difference between his/her regular wages and his/her government apprenticeship school allowance, when he/she is in attendance at the compulsory schooling in his/her trade.

B5.07 Vacation pay shall be forty (40) hours at an employee's current rate, or two percent (2%) of an employee's earnings in the twelve (12) months prior to his/her taking vacation, for each week of vacation, whichever is greater. Earnings shall include holiday and vacation pay and any other paid leave of absence, with such difference calculated and paid on the first pay after July 1.

B5.08 The Corporation shall classify new equipment within thirty (30) days of its introduction. Any dispute regarding classification of new equipment may be submitted to arbitration in accordance with the Grievance Procedure. The Arbitrator shall be empowered to determine the rate consistent with other rates.

Article B6 - Contracting out and Technological Changes

- B6.01 Three months before the introduction of any technological or other changes, or new methods of operation, or contracting out which affect the rights of employees, conditions of employment, wage rates or work loads, the employer shall notify the Union of proposed change. Any such changes shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. Notwithstanding the above if parties are unable to reach an agreement a mutually agreed to mediator shall be appointed to resolve the issue.
- B6.02 No regular employee, except part-time Recreation, Culture and Community Services Department - Facility Operation employees, shall be dismissed by the employer because of mechanization, technological, or contracting out, or other changes.
- B6.03 The employer shall pay the full cost of any course of instruction approved by the employer for an employee to better address the requirements of his/her own job. Such approval shall not be unreasonably withheld. Payment shall be made upon successful completion of the course.

Article B7 - Seniority

- B7.01 Outside workers shall be placed on four (4) separate seniority lists in accordance with their place of employment (Environmental & Operational Services Department – Transportation Operations, Belleville Water Operations, Parks Operations, Recreation, Culture and Community Services Department – Facilities Operations).
- B7.02 Seniority is defined as the length of service with the employer from his/her original date of hire as set forth below.
- B7.03 Probationary Period
- a) All new employees shall be on probation for a period of six (6) months from date of hire.
 - b) During the probationary period, an employee's service may be terminated without recourse to the Grievance Procedure.
 - c) Seniority, holiday benefits, and other items referable to length of service shall be based upon the original date of appointment, following completion of a probationary period.
 - d) Notwithstanding the above provisions of this article when a probationary period is interrupted by illness, injury or for any other reason for a period of one (1) week altogether, the probationary period shall be extended by an equivalent amount of time that exceeds one (1) week.

Note: If no break in service, seniority for Casual Employees who complete their probationary period for a permanent position shall be based on the original date of hire with the City.

B7.04 Seniority shall apply as provided for in Appendix B, Schedules "B5", "B6", "B7" and "B8" respectively as revised from time to time.

B7.05 Seniority shall govern in cases of layoff and recall. The last employee hired shall, in case of layoffs, be the first laid off, and in the case of recalls, the last employee laid off, shall be the first one recalled.

B7.06 Permanent Employees, who are to be laid off or are laid off, shall be eligible for employment in other operations at the prevailing job rate of pay, but not less than the operator's rate, dependent upon willingness to assume such other work based upon two refusals and such employment being available within 180 calendar days from the date of layoff. Time employed in this regard, shall count as service. Accumulation of seniority shall be governed by Article B7.04 of this Agreement. The Corporation agrees an employee placed in another operation, as a result of a layoff, shall have first preference to return to his/her former operation before new employees are hired in that operation.

B7.07 Where an employee is the successful applicant to a permanent vacancy in another Appendix/Schedule of the Collective Agreement, that employee shall transfer his/her full seniority and service into that Appendix/Schedule.

Note: An applicant for a job vacancy that currently holds a job on the same Appendix/Schedule, and meets the conditions of Articles A4 and B8, will have priority to fill the vacancy over applicants who hold jobs in other Appendices/Schedules.

B7.08 Permanent Employees, who serve in Her Majesty's Forces, shall be considered as being on leave of absence and shall retain their seniority rights and will continue to accumulate seniority, providing they return to full-time employment within ninety (90) days of honourable discharge.

B7.09 a) If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the corporation, he/she shall not lose seniority rights, except as set out in (b) below.

b) An employee shall lose his/her seniority and his/her employment shall be deemed terminated in the event that:

(i) He/she is discharged for just cause and not reinstated.

(ii) He/she resigns.

(iii) He/she is absent from work in excess of three (3) working days without notifying his/her immediate supervisor, unless such notice was not reasonably possible.

- B7.09 (iv) After a lay-off he/she fails to return to work within forty-eight (48) hours (excluding Saturday and Sunday), after being notified by registered mail to do so, unless through sickness or other just cause.
- (v) An employee is absent for more than thirty (30) months under an approved LTD claim (this clause shall not operate if the employee is handicapped within the meaning of the *Ontario Human Rights Code*, in which case the employee's seniority will be accumulated for so long as the employee is in receipt of LTD benefits and is handicapped within the meaning of the Code).
- B7.10 All employees shall be considered as permanent on completion of their probationary period.

Article B8 - Job Vacancies

B8.01 When the Corporation intends to fill a permanent position, a notice will be posted on the bulletin board in all places of work covered by this Collective Agreement, for a minimum of seven (7) calendar days, during which time Permanent Employees will have an opportunity to apply. The posting period will begin as soon as possible upon receipt of the approved job requisition at Human Resources, but not more than seven (7) calendar days after the vacancy occurs or the Union will be notified that the position has been made redundant. The vacancy occurs when the present incumbent leaves the position for any reason. The Union shall be notified as to the successful applicant and starting salary. Should no Union applicant be accepted, a specific reason shall be given as to why, in writing, to each applicant.

B8.02 Such notice shall contain the following information:

Nature of position, rate of pay, required knowledge and education, ability and skills, whether day or night shift;

B8.03 When staff changes coming within the provisions of this Agreement are made, seniority shall govern in each respective Operation. Employees listed on the schedule where the vacancy occurs, shall be awarded the posted position in order of seniority providing that the applicant has the necessary skill, ability, and competence, and all other employees will be considered thereafter.

In the event a successful applicant proves unsatisfactory during the trial period of one (1) month or if the employee is unable or unwilling to continue to perform the duties of the new job classification at any time during this trial period, he/she shall be returned to his/her former position without the loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of jobs shall be returned to his/her former position without loss of seniority. The Corporation will afford every opportunity to receive additional training on the job where possible.

- B8.04 The Union shall be advised in writing as to the name of the successful applicant. An objection by the Union to staff changes may be dealt with in accordance with the Grievance Procedure.
- B8.05 When new positions are created, or existing positions reclassified, the corporation will advise the Union, in advance, of the proposed classification.
- B8.06 The Union shall be notified in writing of all new appointments, promotions, hirings, layoffs, rehiring, and termination of employment.
- B8.07 When temporary appointments are made to the positions referred to in Appendix B, Schedules "B1", "B2", "B3" and "B4" seniority shall govern providing the applicant has the necessary skill, ability, and competence.

B8.08 Seasonal Assignments to Classification Positions

All Classification Positions within Transportation Services will be offered by seniority within the respective classification in the spring and fall each year. Employees will maintain their chosen classification position for the full season. It is understood that there will be two seasons – spring and fall. Management will determine the classification positions required on the basis that a classification position is comprised of work that will be done by one individual the majority of the season.

Management may assign employees within a classification for a short term by lateral moves within the group. If a short term needs to be filled outside of the group it will be offered to the other group by seniority. A short term is defined as a short term vacancy due to sick leave, vacations, bereavement and time off in lieu.

Overtime will be offered on a rotating basis, providing the seasonally assigned employee is offered the overtime first. The overtime order of call is as follows:

- a) Employee holding the seasonal assignment
- b) Remaining employees within GROUP LIST* (Unless WWC Certification is required)
- c) Main Seniority List
- d) Probationary Employees
- e) Casual Employees
- f) When an employee is off on annual vacation, approved leave of absence, bereavement, lieu time he/she will not be called for overtime unless all lists have been called and there are still not enough Employee's to do the required work.
- g) When an employee is off work on sick leave or goes home from work sick, before the end of their shift, he/she will not be eligible for Overtime until the completion of the first full shift when they return to work.

B8.08 Continued

- * Group Lists will be Operator I, Operator II and Waste Water Collection for Spring Seasonal Assignments.
- * Group Lists will be the same as those currently on the overtime listing being used with the addition of the Operator I and Operator II for Fall Seasonal Assignments.

NOTE: All employees at ratification shall be deemed to hold a permanent position for the purposes of the Fall overtime groupings. All new employees will be hired to either Operator I or Operator II classifications. For the purposes of overtime these employees will be placed in the group list for Operator I or Operator II as appropriate.

Article B9 - Discharge Procedure

B9.01 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

Article B10 - Tools and Equipment

B10.01 The Corporation agrees to supply all necessary tools and equipment required for all work. This is to include safety equipment, such as goggles and protective equipment such as hip rubber boots and rubber gloves. Each employee will be required to sign for the equipment issued to him and shall be held financially responsible for loss of tools and equipment through his/her negligence.

Article B11 - Inclement Weather

B11.01 During inclement or cold weather, employees required to travel from the Yards to jobs, and from the jobs to the Yards, will be transported under cover from the elements when such conveyance is available. Whenever possible during inclement weather, the Corporation shall endeavour to provide indoor work for outside crews.

B11.02 Belleville Water Operations

Whenever in the opinion of the Corporation ordinary work cannot be reasonably continued during the working hours by reason of inclement weather conditions, the Corporation shall either provide indoor work for outside crews or allow them to stand by inside. No loss of pay for Permanent Employees shall result by reason of the provisions of this clause.

Article B12 - Annual Vacation

- B12.01 Employees will request annual vacation a minimum of three (3) working days prior to taking such vacation, however the immediate supervisor may approve lesser notice time periods at his/her discretion.

- B12.02 Employees shall be permitted to take annual vacation in various minimum segments of one-half (1/2) day or more subject to Article 14.07 (ii).

- B12.03 Annual Vacation pre-approved prior to May 1st will automatically be honoured, notwithstanding the limits stated in Article 14.06. After May 1st, an employee working in another operation must submit his/her Annual Vacation request to the Supervisor in the Operation in which he/she is working, for the time the Annual Vacation is to be taken. The Supervisor may then grant approval dependent on the number of employees permitted to take Annual Vacation in the Operation in which the employee is working, pursuant to Article 14.06.

SCHEDULE "B1"
PUBLIC WORKS OPERATION CLASSIFICATIONS AND WAGES

CLASSIFICATION	POSITION	EFFECTIVE RATE				
		April 1, 2019	April 1, 2020 1%	Jan. 1, 2021 1.5%	Jan. 1, 2022 1.75%	Jan. 1, 2023 1.75%
CASUAL	Seasonal Employees (ONE RATE FOR ALL DUTIES ASSIGNED)	21.38	21.38	21.70	22.08	22.47
OPERATOR	General Operator	26.47	26.47	26.87	27.34	27.82
	Truck Driver	-	-	-	-	-
	Sewer Truck Driver	-	-	-	-	-
	Concrete Saw Operator	-	-	-	-	-
	Bombardier Operator	-	-	-	-	-
	Tractor Operator	-	-	-	-	-
	Articulated Tractor Operator	-	-	-	-	-
	Roller Operator (self-propelled)	-	-	-	-	-
	Flusher Operator	-	-	-	-	-
	Compressor Machine Operator	-	-	-	-	-
	Vac All Operator	-	-	-	-	-
	Steamer Operator	-	-	-	-	-
	Wing Operator	-	-	-	-	-
	Hydraulic Sewer Machine Helper	-	-	-	-	-
	Waste Site Operator	-	-	-	-	-
	Sander Operator	-	-	-	-	-
	Bobcat Operator	-	-	-	-	-
	Lawn Mower Operator (Self Propelled)	-	-	-	-	-
	Paint Machine Operator	-	-	-	-	-
SKILLED OPERATOR/ TRADES	Sweeper Operator	27.37	27.37	27.78	28.27	28.76
	Form Setter	-	-	-	-	-
	Chainsaw Operator	-	-	-	-	-
	Pipe Layer (Certified)	-	-	-	-	-
	Pumping Station Operator	-	-	-	-	-
	Treeperson	-	-	-	-	-
	Loader Operator	-	-	-	-	-
	Checker (certified)	-	-	-	-	-
	Traffic Maintenance Person	-	-	-	-	-
	Hydraulic Sewer Machine Operator	-	-	-	-	-
	Sewer Machine Operator	-	-	-	-	-
	Grader Operator	-	-	-	-	-
	Hydraulic Bucket Truck Operator	-	-	-	-	-
	Loader Backhoe Operator	-	-	-	-	-
	Sub-Foreman	-	-	-	-	-
	Asphalt Sub-Foreman	-	-	-	-	-
	Tree Sub-foreman	-	-	-	-	-
	Patrol Person	-	-	-	-	-
	Inventory Control Clerk	-	-	-	-	-
Licensed Mechanic		33.35	33.35	33.85	34.44	35.05
Foreman Mechanic		34.73	34.73	35.25	35.87	36.50

Notes:

1. Training opportunities will be offered by seniority.
2. Cross training will be done by rotating employees through the different duties on a regular basis. Such opportunities will not be unreasonably withheld.
3. Inventory Control Clerk and Licensed Mechanic positions are not permitted to apply for temporary postings.
4. Probationary Employees are paid 15% less according to Article B5.05
5. No position under any classification listed will be guaranteed day shifts only

SCHEDULE "B2"
ENVIRONMENTAL & OPERATIONAL SERVICES
BELLEVILLE WATER – TRADES - CLASSIFICATIONS AND WAGES
EFFECTIVE APRIL 1, 2020-1%

POSITION	RATES:					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WTP Operator	\$22.66	25.24	\$28.14	\$31.45	\$33.17	\$34.56
WD Operator	\$22.66	25.24	\$28.14	\$31.45	\$33.17	\$34.56
WTP Lab Operator	\$23.80	26.50	\$29.54	\$33.02	\$34.83	\$36.28
WD – Inspector	\$23.80	26.50	\$29.54	\$33.02	\$34.83	\$36.28
WD – Locator	\$23.80	26.50	\$29.54	\$33.02	\$34.83	\$36.28
Custodian	21.15	21.95	\$23.35	NA	NA	NA

EFFECTIVE JANUARY 1, 2021-1.5%

POSITION	RATES:					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WTP Operator	\$23.00	25.62	\$28.56	\$31.92	\$33.67	\$35.08
WD Operator	\$23.00	25.62	\$28.56	\$31.92	\$33.67	\$35.08
WTP Lab Operator	\$24.16	26.90	\$29.98	\$33.52	\$35.35	\$36.82
WD – Inspector	\$24.16	26.90	\$29.98	\$33.52	\$35.35	\$36.82
WD – Locator	\$24.16	26.90	\$29.98	\$33.52	\$35.35	\$36.82
Custodian	21.47	22.28	\$23.70	NA	NA	NA

EFFECTIVE JANUARY 1, 2022-1.75%

POSITION	RATES:					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WTP Operator	\$23.41	26.07	\$29.06	\$32.48	\$34.26	\$35.69
WD Operator	\$23.41	26.07	\$29.06	\$32.48	\$34.26	\$35.69
WTP Lab Operator	\$24.58	27.37	\$30.50	\$34.11	\$35.97	\$37.46
WD – Inspector	\$24.58	27.37	\$30.50	\$34.11	\$35.97	\$37.46
WD – Locator	\$24.58	27.37	\$30.50	\$34.11	\$35.97	\$37.46
Custodian	21.84	22.67	\$24.11	NA	NA	NA

EFFECTIVE JANUARY 1, 2023-1.75%

POSITION	RATES:					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WTP Operator	\$23.81	26.53	\$29.57	\$33.05	\$34.86	\$36.31
WD Operator	\$23.81	26.53	\$29.57	\$33.05	\$34.86	\$36.31
WTP Lab Operator	\$25.01	27.85	\$31.03	\$34.71	\$36.60	\$38.12
WD – Inspector	\$25.01	27.85	\$31.03	\$34.71	\$36.60	\$38.12
WD – Locator	\$25.01	27.85	\$31.03	\$34.71	\$36.60	\$38.12
Custodian	22.23	23.07	\$24.53	NA	NA	NA

For new employees Normal Progression Schedule:

Probationary rate shall apply for six (6) months.

Internal candidates transferring to Belleville Water – Trades, shall normally start at Step 2.

Progression for WT Operator, WD Operator, WD Inspector, WD Locator shall be by Certification as follows:

- | | |
|--------------------|------------------|
| Step 1 - Probation | Step 4 – Class 2 |
| Step 2 – OIT | Step 5 – Class 3 |
| Step 3 – Class 1 | Step 6 - Class 4 |

Training will be provided in accordance with Ontario Regulation 128 and additional training as required by the Corporation.

SCHEDULE "B3"
PARKS OPERATIONS
CLASSIFICATIONS AND WAGES

CLASSIFICATION	POSITION	EFFECTIVE RATES				
		April 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
CASUAL	Seasonal Employees					
	(One rate for all duties assigned)	\$21.38	\$21.38	\$21.70	\$22.08	\$22.47
OPERATOR	Light Equipment Maintenance Operator	\$26.47	\$26.47	\$26.87	\$27.34	\$27.82
SKILLED OPERATOR/TRADES	Treeperson	\$27.37	\$27.37	\$27.78	\$28.27	\$28.76
	Chainsaw Operator					
	Building Maintenance Person					
	Gardener					
	Turfperson/Integrated Pest Technician (Certified)					
	Irrigation Person					
	Arbourist					
	Loader-Backhoe Operator					
	Lead Hand					
	Hydraulic Bucket Truck Operator					
	Large Mower Operator (8 feet)					
	Parks Equipment Operator					
MECHANIC		\$33.35	\$33.35	\$33.85	\$34.44	\$35.04
FOREMAN MECHANIC		\$34.73	\$34.73	\$35.25	\$35.87	\$36.50

Notes:

1. Training Opportunities will be offered by seniority.
2. Cross training will be done by rotating employees through the different duties on a regular basis. Such opportunities will not be unreasonably withheld.
3. Overtime will be offered on a rotating basis as per the current protocol.
4. Licensed Mechanic positions are not permitted to apply for temporary postings.
5. Probationary Employees are paid 15% less according to Article B5.05

SCHEDULE "B4"
FACILITIES OPERATIONS
CLASSIFICATIONS AND WAGES

POSITION	EFFECTIVE RATES:				
	April 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Program Employees	\$11.82	\$11.82	\$11.99	\$12.20	\$12.41
Facility Attendants	\$14.39	\$14.39	\$14.61	\$14.87	\$15.13
Recreation Cleaning Staff	\$16.07	\$16.07	\$16.31	\$16.60	\$16.89
Aquatics Programmers	\$17.48	\$17.48	\$17.74	\$18.05	\$18.37
Seasonal Employees (one rate for all duties)	\$21.38	\$21.38	\$21.70	\$22.08	\$22.47
Group 1 - Maintenance Staff	\$24.61	24.61	\$24.98	\$25.42	\$25.86
Group 2 - Arena Maintenance Person	\$25.29	\$25.29	\$25.67	\$26.12	\$26.58
Group 3 - Nil	\$25.76	\$25.76	\$26.15	\$26.61	\$27.08
Group 4 - Nil	\$25.86	\$25.86	\$26.25	\$26.71	\$27.18
Group 5 - Nil	\$26.21	\$26.21	\$26.60	\$27.07	\$27.54
Group 6 - Lead Hand	\$26.57	\$26.57	\$26.97	\$27.44	\$27.92
Group 7 - Museum Technician/Custodian	\$27.37	\$27.37	\$27.78	\$28.27	\$28.76
Group 8 - Refrigeration Operator *	\$33.35	\$33.35	\$33.85	\$34.44	\$35.04
* Class "B": Refrigeration Certificate from Government of Ontario					

Notes:

1. Training Opportunities will be offered by seniority.
2. Cross training will be done by rotating employees through the different duties on a regular basis. Such opportunities will not be unreasonably withheld.

SCHEDULE "B5"

CITY OF BELLEVILLE

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL # 907 (OUTSIDE
WORKERS)**

**ENVIRONMENTAL & OPERATIONAL
SERVICES (YARDS OPERATIONS)**

**LIST OF SENIORITY LISTED PERMANENT
EMPLOYEES IN ORDER
OF SENIORITY AS OF JUNE 30, 2016**

	Name	Position	Seniority Date M/D/YEAR	Service Date M/D/YEAR
1	Harrison , R	Truck Driver	6/22/1978	
2	Parks , D	Loader Backhoe Operator	7/8/1985	
3	Mcpherson , B	Checker (certified)	12/13/1985	
4	Gould , G	Truck Driver	11/3/1986	
5	Kellar , T	Loader Operator	8/8/1989	
6	Wilkinson , T	Traffic Maintenance Person	11/20/1989	
7	Easton , W	Foreman Mechanic	1/29/1990	
8	Wilson , R	Licensed Mechanic	10/22/1990	
9	Robinson , D	Loader Operator	5/14/1991	
10	Golden , F	Truck Driver	12/5/1991	
11	Genereaux , K.	Sewer Truck Driver	12/7/1992	
12	Butler , M	Truck Driver	4/3/1995	
13	Mumby , C	Vac All Operator	1/3/1999	
14	Mcdonnell , B	Foreman Mechanic	7/19/1999	
15	Rushnell , R	Truck Driver	11/1/1999	
16	Raycroft , T	Truck Driver	6/5/2000	
17	Parks , K	Sewer Machine Operator	6/25/2001	
18	Urch , D	Truck Driver	6/26/2001	
19	Nielsen , R	Hydraulic Bucket Truck Operator	6/28/2001	
20	Hicks , S	Licensed Mechanic	7/16/2001	
21	Soulard , N	Truck Driver	7/24/2001	
22	Green , S	Patrol Person	5/6/2002	
23	Munro , G	Truck Driver	7/3/2002	
24	Thompson , R	Hydraulic Sewer Machine Operator	12/8/2002	
25	Visser , A	Pumping Station Operator	3/9/2003	
26	Scott , M	Pipe Layer (Certified)	12/7/2003	
27	Gordon , S	Loader-Backhoe Operator	12/21/2003	
28	Hiuser , D	Truck Driver	6/21/2004	
29	Flower , D	Form Setter	11/14/2004	
30	Dracup , C	Pipe Layer (Certified)	11/16/2004	
31	Shortt , D	Hydraulic Sewer Cleaning Machine Helper	11/14/2005	
32	Shortt , D	Roller Operator (self-propelled)	7/4/2006	
33	Keller , L	Waste Site Operator, part time	9/5/2006	06/26/2006
34	Rogers , C	Truck Driver	9/11/2006	

35	Werkhoven , J	Flusher Operator	10/19/2006
36	Clark , J	Sweeper Operator	2/8/2009
37	Top , M	Truck Driver	2/9/2009
38	Tebo , B	Asphalt Sub-Foreman	7/19/2010
39	McCullough , S	General Operator	8/3/2010
40	Dolan , D	General Operator	11/14/2010
41	Green , T	General Operator	11/14/2010
42	Hunter , T	Licensed Mechanic	10/27/2011
43	Maracle , I	General Operator	11/20/2011
44	Schmeler , C	General Operator	1/16/2012
45	O'Donnell , M	Inventory Control Clerk	4/10/2012
46	Goodfellow , K	General Operator	5/1/2012
47	McGrath , A	Mechanic	11/13/2012
48	Meens , E	General Operator	1/6/2014
49	O'Brien , D	General Operator	8/31/2015
50	Dingle , J	General Operator	10/19/2015
51	Nelson , J	General Operator	10/20/2015

Total Number of Employees - 51

SCHEDULE "B6"

CITY OF BELLEVILLE

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL # 907
(OUTSIDE WORKERS)**

**ENVIRONMENTAL & OPERATIONAL SERVICES
(BELLEVILLE WATER OPERATIONS)**

**LIST OF SENIORITY LISTED PERMANENT EMPLOYEES IN
ORDER
OF SENIORITY AS OF JUNE 30, 2016**

	Name	Position	Seniority Date M/D/YEAR	Service Date M/D/YEAR
1	Garrow , S	WD - Inspector	6/8/1987	
2	Gill , D	WTP Operator	12/7/1987	
3	Haskell , D	WD - Locator	10/1/1990	
4	Brown , M	WTP Operator	2/25/1991	
5	Finley , B	WD - Operator	5/2/1994	
6	Reid , D	WD Operator	5/8/1995	
7	Chapman , S	WD - Operator	5/12/1997	04/24/1995
8	Rodrigues , C	WD - Operator	5/21/2001	
9	Clarke , S	WTP Lab Operator	7/5/2004	
10	Mckeown , C	WD Operator	11/20/2006	
11	Whalen , L	WTP Operator	9/28/2009	
12	Cardinal , K	WTP Operator	11/2/2009	
13	Parkin , Q	WD Operator	11/3/2010	
14	Grady , R	WD Operator	10/3/2011	
15	Purchase , B	WTP Operator	4/23/2012	
16	Skinkle , J	WD Operator	7/3/2012	
17	Biggs , J	WTP Operator	7/8/2013	
18	Mills , G	WTP Operator	1/5/2015	
19	Belnap , T	Custodian	4/27/2015	
20	McDonald , C	WD Operator	6/1/2015	

Total Number of Employees - 20

SCHEDULE "B7"

CITY OF BELLEVILLE

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL # 907 (OUTSIDE
WORKERS)**

**ENVIRONMENTAL & OPERATIONAL
SERVICES (PARKS OPERATIONS)**

**LIST OF SENIORITY LISTED
PERMANENT EMPLOYEES IN ORDER
OF SENIORITY AS OF JUNE 30, 2016**

	Name	Position	Seniority Date M/D/YEAR
1	Rump , R	Building Maintenance Person	5/11/1994
2	Ascott , M	Gardener	5/3/1999
3	Harrow , E	Building Maintenance Person	10/6/2000
4	Rashotte , R	Loader-Backhoe Operator	11/13/2000
5	Power , D	Irrigation Person	7/23/2001
6	Hicks , R	Foreman Mechanic	7/8/2002
7	Hoard , K	Turfperson/Integrated Pest Technician	2/28/2005
8	Clarkson , C	Light Equipment Operator	9/26/2005
9	Bridge , C	Mechanic	10/11/2005
10	Mccambridge, C	Arbourist	3/5/2007
11	Schaly , T	Lead Hand	4/7/2008
12	Hajda , C	Arbourist	5/31/2010
13	Koke , R	Gardener	4/25/2016

Total Number of Employees – 13

**SCHEDULE "B8"
CITY OF BELLEVILLE**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL # 907 (OUTSIDE
WORKERS)**

**Recreation, Culture & Community Services
(FACILITIES OPERATIONS)**

**LIST OF SENIORITY LISTED
PERMANENT EMPLOYEES IN ORDER
OF SENIORITY AS OF JUNE 30, 2016**

	Name	Position	Seniority Date	Service Date
			M/D/YEAR	M/D/YEAR
1	Hounslow , P	FACILITIES Maintenance Staff	9/15/1986	
2	Dafoc , R	FACILITIES Refrigeration Operator	2/8/1988	
3	Burkitt , P	FACILITIES Lead Hand	1/1/1991	
4	Goulet , M	FACILITIES Lead Hand	9/15/2001	
5	Stobbart , S	FACILITIES Lead Hand	10/14/2003	
6	Zachariah , J	FACILITIES Arena Maintenance Person	10/3/2005	
7	Hoskin , S	FACILITIES Arena Maintenance Person	10/29/2007	
8	Mccooy , N	FACILITIES Arena Maintenance Person	10/27/2008	
9	Hoskin , A	FACILITIES Arena Maintenance Person	11/12/2008	
10	Somerville , J	FACILITIES Arena Maintenance Person	3/15/2010	
11	Labonte , J	FACILITIES Arena Maintenance Person	12/12/2011	
12	Anderson , C	FACILITIES Arena Maintenance Person	1/23/2012	
13	Cowan , J	FACILITIES Arena Maintenance Person	3/25/2013	
14	Sharpe , B	FACILITIES Refrigeration Operator	10/8/2013	
15	Bugg , M	FACILITIES Arena Maintenance Person	5/5/2014	
16	Cox, D.	Museum Technician/Custodian	11/02/15	
17	Boone, T	Aquatic Programmer	27/06/2016	6/4/2012
18	Naumann, L	Aquatic Programmer	27/06/2016	6/4/2012
19	Townsend, M	Aquatic Programmer	27/06/2016	6/4/2012
20	Guernsey, L	Aquatic Programmer	6/27/2016	07/08/2012

Total Number of Employees - 20



Letter of Understanding # B1

Between
The Corporation of the City of Belleville
and
CUPE Local 907

Contracting Out Painting

It is mutually agreed to implement as follows:

The Corporation of the City of Belleville may contract out the painting on lines on municipal roadways.

Dated at Belleville, Ontario this 18 day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville

[Handwritten signature]

[Handwritten signature]

Signed on behalf of the Canadian of
Union of Public Employees and its
Local # 907

[Handwritten signature]

[Handwritten signature]

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Letter of Understanding # B2

Between
The Corporation of the City of Belleville
and
CUPE Local 907

Quinte Tennis Club

The Union agrees with the request to allow the Tennis Club personnel to operate the tennis club and grounds from May 1st to October 31st each year, subject to no interference or adverse effect to any union position (permanent, part-time, casual, etc.)

The Parties agree that the Tennis Club personnel are limited to maintaining courts, grass cutting, raking and bundling leaves and cleaning the building. Further, it is agreed that Local 907 members will continue picking up and disposing of bundled leaves, pruning and cutting trees, repairs to and winterizing of the Club building and maintaining grass cutting equipment.

This letter will remain in effect unless the Corporation is advised otherwise by CUPE and it's Local 907 in writing by October 1st of any year or unless any Permanent Employee is on layoff in which case any work being done by Tennis Club Personnel shall revert to the bargaining unit.

Dated at Belleville, Ontario this 18 day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville

[Signature]
[Signature]

Signed on behalf of the Canadian of
Union of Public Employees and its
Local # 907

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]



Letter of Understanding # B3

Between
The Corporation of the City of Belleville
and
CUPE Local 907

Recreation Cleaning Staff

Recreation Cleaning Staff working less than forty (40) hours per week shall have their benefits from Articles 16 and 18 pro-rated as per Article 18.11 on a 100% benefit paid basis for Life Insurance, AD & D, and LTD and on a pro-rated premium paid basis for Semi-private, Extended Health Care and Dental Plan coverages.

Dated at Belleville, Ontario this 18 day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville

[Handwritten signature]

Signed on behalf of the Canadian of
Union of Public Employees and its
Local # 907

[Handwritten signature]

Marc Gould

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**ENVIRONMENTAL AND OPERATIONAL SERVICES
WATER DISTRIBUTION AND SERVICE-OVERTIME PROTOCOL**

Subject	Issue Date	Issued By	Number	Revised	Page
Overtime Protocol - Water Distribution and Service	October 1, 2006	SUPERINTENDANT WATER DISTRIBUTION	ADM-20	Sept 12, 2011	1 of 4

Purpose

To provide guidelines for the equitable division of Overtime including Emergency Call-back Operations, Preplanned Overtime and Carry-over Overtime.

II General

1. It is understood that Overtime is an operational requirement. Management will endeavor to avoid unnecessary hardship whenever possible.
2. Employees may be relieved of Overtime Duty by the Supervisor if, in the opinion of the Supervisor, an employee is unable to perform assigned Overtime. Example-illness, consecutive hours worked, unfit for duty, not qualified, etc.
3. Permanent Employees are placed on the Overtime / Call-in List by seniority for Emergency Call-backs, by workgroup for Preplanned Overtime and by work group for Shift Extension. In all cases employees are contacted / assigned as detailed below.
4. Employees who are on annual vacation shall not be considered for Overtime Duty except in cases where all other available, competent employees have been contacted.
5. Employees who are on sick leave or bereavement leave shall not be eligible for Overtime Duty.
6. Employees who are absent from work while on Corporation business (training, meetings etc.) shall be contacted for Overtime Duty when such Corporation business is local and when the Overtime Duty is not likely to interfere with the successful completion of the aforementioned Corporation business.
7. One attempt shall be made to contact eligible employees. If unable to contact, this will be noted on the respective list and the next person contacted.
8. It is understood that Belleville Water Management will assign staff for specific work activities based on availability, experience, skills, qualifications, and impact on organizational effectiveness.

9. Belleville Water is committed to providing cross training as necessary to enable employees to gain the experience, skills and qualifications required to participate in all Belleville Water distribution and service functions.
10. Emergency overtime is generally understood as follows (guideline only): the loss of service/need for emergency repair does not allow for scheduling consideration including isolation, customer concerns, safety, traffic protection planning....
11. A minimum of 48 hours' notice shall be given for pre-planned overtime.

III Procedure

Emergency Call Backs

1. In the event the On-call Operator requires additional staff to complete the call, the On-call Operator will contact a Belleville Water Management Representative to advise them of the situation and/or assist in coordinating repair activities.
2. Where it is determined that additional staff are required and the On-call Operator has been unable to contact a Belleville Water Management representative, the On-call Operator will assume temporary foreman duties and be remunerated accordingly, provided two or more additional staff are required to complete repair activities.
3. For the purpose of Call-backs, employees shall be organized into one group. All employees deemed competent by Management shall be included on the Call-back list.
4. Duties shall be assigned respective of seniority. That is, for the purpose of Emergency Call-backs, employees will be contacted in order of seniority while ensuring that staff, with the requisite skills required for the performance of the work activity, are contacted regardless of position on the seniority list. Example - MOE Certification, backhoe operator, Class D/ DZ driver's license, locating, leak detection.
5. The On-call Duty Operator will normally participate in the completion of repair work related to the emergency callout dependent on availability, skills, experience, qualifications and impact on organizational effectiveness as determined by the foreman.

Preplanned Overtime

When Preplanned Overtime is scheduled the following process will apply:

1. The on-call Duty Operator will have first opportunity to participate in preplanned overtime dependent on availability, skills, experience, qualifications and impact on organizational effectiveness as determined by the foreman.

2. Employees will be organized into groups according to their normal, regular duties. Groupings will be as follows:

Operations
 Service
 Building Maintenance
 Leak Detection
 Locating
 Inspection

3. When work is scheduled, it will be distributed equitably among the employees as listed in the various work groups. In the event insufficient staff are available in a particular work group for work being assigned, employee (s) who would normally cover those duties during regular working hours will be assigned to cover Overtime responsibilities.

“Normally Cover” is understood as follows:

Building Maintenance	Service
Locator	Inspector
Inspector	Operations
Operations	Locator / Inspector / Service (based on seniority)
Service	Operations
Leak Detection	Inspector

Shift Extension

1. Employees will complete work activities as an extension of their normal shift without being subject to other Overtime Protocols in the event that the shift extension is not anticipated to extend beyond 2 ½ hours.
2. In the event the shift is likely to extend beyond 2 ½ hours the Emergency Call-back Protocol will apply.
3. During the summer months when Belleville Water employs summer students and a student or students are working on a job that is anticipated to extend beyond the normal shift, the student(s) will be eligible to work the additional hours only after the Overtime is first made available to all qualified Belleville Water staff. (i.e. seniority based)
4. The On-Call Duty Operator will normally participate in shift extension dependent on availability, skills, experience, qualifications and impact on organizational effectiveness as determined by the foreman. In the event the on-call duty operator is unable to fill the duties the foreman will designate a person(s) based on seniority and dependent on skills, experience, qualifications and impact on organizational effectiveness.

Dated at Belleville, Ontario this 18 day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville

Mike Park
[Signature]

Signed on behalf of the Canadian of
Union of Public Employees and its
Local # 907

[Signature]
Marc Gault

12
[Signature]

Genevieve [Signature]

[Signature]

Tom Park

[Signature]

Gina Marion

**ENVIRONMENTAL AND OPERATIONAL SERVICES
PARKS SECTION-OVERTIME PROTOCOL**

Management has the right to manage its affairs and direct its employees, and shall determine if and when overtime is required. Overtime and call back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. Management has the right cancel overtime call-outs or shifts if overtime can be avoided

The following procedures will be followed in the Parks Operations to achieve these objectives:

1. OVERTIME CALL OUT

- A. Overtime is offered by classification first.
- B. The General list is used when persons in a particular classification are not available or do not accept the offer of overtime.
- C. Where staff in various classifications are assigned rotating Saturday or Sunday shifts during the winter months, the General list will be used as required to replace or expand the assigned shifts for work not requiring a specific classification.
- D. Offer of overtime is in sequence where two or more people are in a particular classification and on the general list.
- E. Staff will not be eligible for overtime for first call-outs if on Annual vacation, Time off in Lieu, Sick Leave, Bereavement Leave and approved Leave of Absence. An employee becomes eligible for the first offer of overtime when they return to their next assigned shift.

Where employees have approved Annual vacation, Time off in Lieu of several days, Management will not schedule employees to work the Saturday and Sunday prior to or after the scheduled leave.

- F. For the purposes of offering overtime, a Seasonal or Temporary Full-Time Classification is deemed to be an employee's classification except for on a Statutory Holiday where employees revert back to their original classification. General duties will be considered as non-job specific.
- G. If there is no answer, but there is an answering machine, then the employee is advised that he/she was being called for overtime and since there was no answer then the Manager will move on to the next employee on the seniority list. Indicate "Left Message" and mark the time on the call out sheet. If the employee contacts the Manager before another employee accepts the call out, they shall receive the call out.

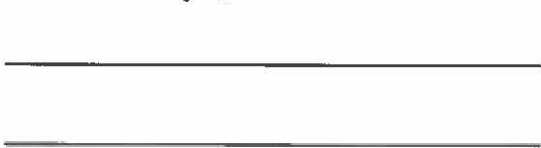
- H. Employees on Vacation/Lieu, Bereavement and Approved Leave of Absence are not eligible the first time through the call out list. The second time would resume at the same point where the first round started going immediately to the first employee on leave and continues to any other employee on leave until someone accepts or these employees are exhausted. In the event that the call out is accepted after the 2nd round, the call out order shall not change from the original start point of the first round.

Again, the specific nature of the work will be explained when the call is made to each employee. If no employee accepts then management may designate anyone available to perform and carry out the required work.
Minimum overtime call outs will be as per Article B3.09.

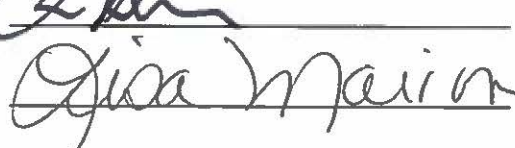
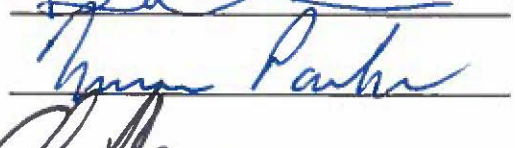
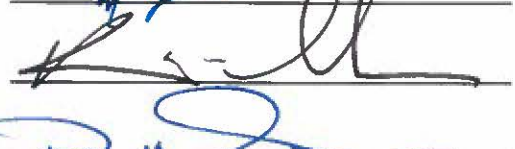
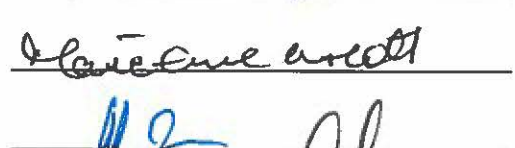
- I. The above procedures do not apply to overtime occurring as a result of equipment breakdown, accidents or circumstances beyond management's control.
- J. Where no staff are available in a classification, in order to be eligible for offer of overtime for a specific job, an employee must have the necessary experience and/or attained the necessary certification, and/or completed the appropriate training to safely and expeditiously complete the specific job.

Dated at Belleville, Ontario this 18 day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville



Signed on behalf of the Canadian of
Union of Public Employees and its
Local # 907



RECREATION, CULTURE & COMMUNITY SERVICES FACILITIES ARENAS-OVERTIME PROTOCOL

Management has the right to manage its affairs and direct its employees, and shall determine if and when overtime is required. Overtime and call back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. Management has the right to cancel overtime call-outs or shifts if overtime can be avoided. For the purpose of this protocol lead hands, arena maintenance and maintenance staff will be considered to be in a similar type of operation.

The following procedures will be followed in the Facilities Operations (Arenas) to achieve these objectives:

1. Call outs start at the employee immediately after the employee who last accepted overtime or call out. This point is to be indicated.
2. The process for an overtime or call back is to work from the starting point down to the bottom of the list and continue back up at the top and continues down to the starting point until someone accepts.
3. Indicate the date, location and time start of the shift or call-out being offered on the top box of the vertical column.
4. If any staff member is not eligible for the first round because he or she is on leave (annual, time off in lieu day, bereavement, approved leave of absence or leave without pay) then that individual would be skipped over on a first time through call out. It would be marked on the overtime call out sheets as "NE" (not eligible).
5. Any employee who refuses the call-out or overtime is shown as refused "R".
6. When calling an employee and there is no answer indicate "NA" and record the time of the call.
7. If there is no answer but there is an answering machine then the employee is advised that he/she was being called for overtime and since there was no answer then the supervisor will move on to the next employee on the call out list. Indicate "Left Message" and mark the time on call out sheet. If the employee contacts the Supervisor before another employee accepts the call out, they shall receive the call out.
8. Any employee who accepts is shown as "ACC".
9. The number of staff for a set-up or tear down will be determined by management.
10. All arena maintenance shifts on paid holidays will be overtime and be awarded as per the call out list.
11. A shift extension of two hours or less will not be considered a call out.
12. A copy of the updated call out list will be distributed to the facilities the next working day.

The maintenance person will receive overtime at the arena maintenance rate if he/she is performing arena maintenance duties not in their normal work.

If an employee becomes sick during a shift and the number of hours required to finish the shift is less than four hours then it will be offered as overtime if necessary to fill the shift.

In the event of overtime, management will review tasks and determine the requirement for and the number of employees.

Vacation/Time off in Lieu Days/Leave Without Pay

1. a) During the period from the last full week in June to Labour Day weekend employees on vacation will not be scheduled the Saturdays and Sundays before and after their vacation if the request is for the entire week. An employee will not be scheduled for a Friday evening shift before his/her Vacation starts unless necessary. The weekends noted above before and after vacation shall be considered vacation for the purposes of this protocol and employees who cannot be scheduled will not be called for overtime the first time through the seniority list. If the Monday following an employee's vacation is a statutory holiday then his/her overtime eligibility starts on the Monday.
 - b) If a statutory holiday falls within an employee's vacation period he/she is eligible for overtime on the first time through the seniority list.
 - c) If an employee is on annual vacation, bereavement, leave without pay, accumulated time or lieu day then he/she is not eligible for overtime for that day only on the first time call out.
2. From the Tuesday after Labour Day weekend until the second last full week in June, employees on annual vacation approved leave of absence, bereavement, time off in lieu, will not be eligible for overtime on that specific booked day in which the overtime applies on the first call out.

Sickness

If an employee is sick for less than three days he/she is not eligible for overtime for a period of eight hours after the completion of his/her regularly scheduled shift as adjusted.

If an employee is sick for a period of time longer than three working days or where a medical certificate is required the employee is not eligible until the eligible return to work date.

2nd Round of Call Outs

Employees on annual vacation/approved leave of absence/bereavement/time off in lieu are not eligible the first time through the call out list. The second time would resume at the same point where the first round started going immediately to the first employee on leave and continues to any other employee on leave until someone accepts or these employees are exhausted.

Completion of 2nd Round of Overtime

Refrigeration Operators shall be the first employees offered overtime.

If the refrigeration operators do not accept then all employees on the seniority list would be offered the overtime again starting from the original point of the call.

Part time employees may be offered overtime for arena maintenance work.

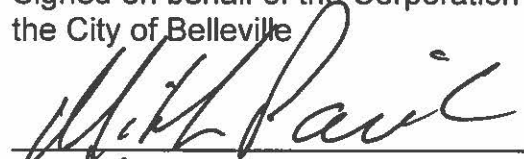

In the event that the call out is accepted after 2nd round, the call out order shall not change from the original start point of the first round.

The specific nature of the work will be explained to each employee during this round. If no employee accepts then management may designate anyone available to perform and carry out the required work.

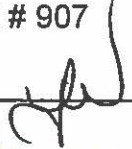
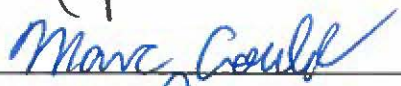

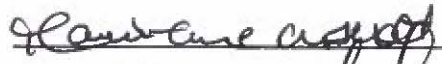
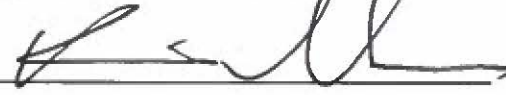


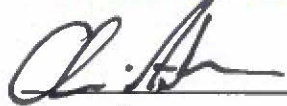

Minimum overtime call outs will be as per Article B3.09.

Dated at Belleville, Ontario this 18 day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville

Signed on behalf of the Canadian of
Union of Public Employees and its
Local # 907

RECREATION, CULTURE & COMMUNITY SERVICES-FACILITIES AQUATICS-OVERTIME PROTOCOL

Management has the right to manage its affairs and direct its employees, and shall determine if and when overtime is required. Overtime and call back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. Management has the right to cancel overtime call-outs or shifts if overtime can be avoided.

The following procedures will be followed in the Facilities Operations (Aquatics) to achieve these objectives:

1. Call outs start at the employee immediately after the employee who last accepted overtime or call out. This point is to be indicated.
2. The process for an overtime or call back is to work from the starting point down to the bottom of the list and continue back up at the top and continues down to the starting point until someone accepts.
3. Indicate the date, location and time start of the shift or call-out being offered on the top box of the vertical column.
4. If any staff member is not eligible for the first round because he or she is on leave (annual, time off in lieu, lieu day, bereavement, approved leave of absence or leave without pay) then that individual would be skipped over on a first time through call out. It would be marked on the overtime call out sheets as "NE" (not eligible).
5. Any employee who refuses the call-out or overtime is shown as refused "R".
6. When calling an employee and there is no answer indicate "NA" and record the time of the call.
7. If there is no answer but there is an answering machine then the employee is advised that he/she was being called for overtime and since there was no answer then the supervisor will move on to the next employee on the call out list. Indicate "Left Message" and mark the time on call out sheet. If the employee contacts the Supervisor before another employee accepts the call out, they shall receive the call out.
8. Any employee who accepts is shown as "ACC".
9. A shift extension of two hours or less will not be considered a call out.
10. A copy of the updated call out list will be distributed to the facilities the next working day.⁷

If an employee becomes sick during a shift and the number of hours required to finish the shift is less than four hours then it will be offered as overtime if necessary to fill the shift.

In the event of overtime, management will review tasks and determine the requirement for and the number of employees.

Vacation-Time off in Lieu/Lieu Days/Leave Without Pay

1. a) If a statutory holiday falls within an employee's vacation period he/she is not eligible for overtime on the first time through the seniority list.
- b) If an employee is on annual vacation, bereavement, leave without pay, accumulated time or lieu day then he/she is not eligible for overtime for that day only on the first time call out.

Sickness

If an employee is sick for less than three days he/she is not eligible for overtime for a period of eight hours after the completion of his/her regularly scheduled shift as adjusted.

If an employee is sick for a period of time longer than three working days or where a medical certificate is required the employee is not eligible until the eligible return to work date.

2nd Round of Call Outs

Employees on annual vacation /approved leave of absence/bereavement lieu/accumulated leave are not eligible the first time through the call out list. The second time would resume at the same point where the first round started going immediately to the first employee on leave and continues to any other employee on leave until someone accepts or these employees are exhausted.


Completion of 2nd Round of Overtime Calls

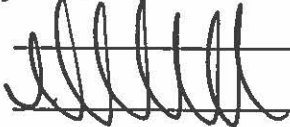
Part time employees may be offered the overtime for Aquatics.

If no employee accepts then management may designate anyone available to perform and carry out the required work.

Dated at Belleville, Ontario this 18 day of June, 2021.

Signed on behalf of the Corporation
the City of Belleville





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Union of Public Employees and its
Local # 907

