



COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF BARRIE
(hereinafter referred to as “the Corporation”)

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)
(hereinafter referred to as “the Union”)

OF THE SECOND PART



January 1, 2021 to June 30, 2022

March 22, 2021

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ARTICLE 1 - PURPOSE

1:01 WHEREAS it is the desire of both parties to promote co-operation and understanding between the Corporation, the Union and its members, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and efficiency of operations, and to promote the morale and well-being of all employees in the bargaining unit;

THEREFORE, to implement the foregoing, the parties mutually covenant and agree to the following articles and appendices.

ARTICLE 2 - RECOGNITION

2:01 The Corporation recognizes the Union as the sole bargaining agent for all employees of the Corporation save and except the following:

- a) persons presently covered by a subsisting collective agreement other than this Agreement;
- b) foreperson, and employees above the rank of foreperson;
- c) supervisors, and employees above the rank of supervisor;
- d) employees in the following positions:
 - All positions in the Human Resources Department (including payroll positions)
 - All positions in the Marketing and Communications Branch of Access Barrie
 - Administration Assistants
 - All administrative positions in the Office of the Mayor and Chief Administrative Officer
 - Co-ordinator of Vehicle and Equipment Training
 - Executive Assistants
 - Office Co-ordinators I and II
 - Utility SCADA Specialist.
- e) professional engineers employed in an engineering capacity;
- f) persons regularly employed for not more than twenty-four hours per week;
- g) summer students employed during the school vacation period (i.e. from April 1 to September 30th inclusive.)

2:02 It is recognized that the Corporation is responsible for the safety, health, comfort and general welfare of the citizens of Barrie. The Union will, to the best of its ability, assist in the continued maintenance of services essential to the welfare and safety of the residents of the City of Barrie, subject to the Ontario Labour Relations Act with regard to legal strikes.

2:03 **Work of Bargaining Unit**

Non-union management employees whose jobs are not in the Bargaining Unit shall not be assigned and/or perform work which is included in the Bargaining Unit except in cases of instruction, emergency or when mutually agreed upon in writing by both parties.

ARTICLE 3 - DEFINITIONS

3:01 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

3:02 **Permanent Employee**

A permanent employee is an employee employed in a job listed in Appendix A who has satisfactorily completed the probationary period and has been placed on the permanent staff by the Corporation. A permanent employee assigned to a temporary role continues to be classified as a permanent employee for the purposes of this agreement.

3:03 **Probationary Employee**

- a) A probationary employee is an employee employed in a job listed in Appendix A who is being considered by the Corporation for permanent employment and who may be appointed to the permanent staff upon satisfactory completion of six (6) continuous months of service as a probationary or temporary employee in the same position and branch. This probationary period may be extended by up to three (3) months by mutual consent of the parties.
- b) All the provisions of this Agreement apply to a probationary employee with the exception of the right to grieve against dismissal, unless the grievance alleges discrimination under Article 4.
- c) If a temporary employee is subsequently employed as a permanent employee in the same position, within the same branch, as that held as a temporary without a break in employment, their period of continuous service as a temporary employee shall be credited towards their probationary period.
- d) If a casual employee is subsequently employed as a permanent employee in the same position, within the same branch, as that held as a casual without a break in employment, their period of continuous service as a casual employee shall be credited towards their probationary period on a pro-rata basis based on actual hours paid for in their current period of continuous employment.

3:04 **Casual Employee**

- a) A casual employee is an employee (including a student employed during a co-operative work term) employed in a job listed in Appendix A who is hired for work of a casual or seasonal nature for a continuous period not exceeding eight (8) months. An employee shall not be employed as a casual employee for

more than eight (8) months in any twelve (12) month period in any classification.

- b) All articles of this Agreement apply to casual employees with the exception of the following:

Article 8 - SENIORITY, except as provided in Article 8:01(b)
Article 11 - Grievance against layoff and dismissal
Article 16 - HOLIDAYS } will be in accordance with
Article 17 - VACATIONS } the *Employment Standards Act (ESA)*
Article 18 - SICK LEAVE (prorated for the duration of the contract only)
Article 20 - BENEFIT PLANS
Article 21:01 - Paid Personal Leave of Absence (will be in accordance with the *ESA*)
Article 21:07(e) - Pregnancy/Parental Leave Supplemental Payment
Article 22 - HOURS OF WORK (co-op students only)
Article 27:03 - Tool Allowance

- c) Vacation pay for casual employees will be paid on the pay day for the period in which the vacation pay accrues.
- d) A casual employee (except a co-op student) will receive four (4) percent in lieu of benefits following the completion of a total of twenty-four (24) cumulative months of employment.

3:05 **Short Term Temporary Employee**

- a) A short term temporary employee is a non-permanent employee who is employed in a job listed in Appendix A on a full-time basis to replace an employee on an authorized leave for less than twelve (12) months or to cover a position which has not been confirmed as an addition to the Corporation for less than twelve (12) months.

- b) All articles of this Agreement apply to temporary employees except the following:

Article 8 – SENIORITY, except as provided in Article 8:01(b)
Article 11 – Grievance against layoff and termination of contract
Article 16 – HOLIDAYS } will be in accordance with
Article 17 – VACATIONS } the *Employment Standards Act (ESA)*
Article 18 – SICK LEAVE (prorated for the duration of the contract only)
Article 20 – BENEFIT PLAN (except in accordance with the OMERS Act)
Article 21:01 - Paid Personal Leave of Absence (will be in accordance with the *ESA*)
Article 21:07(e) – Pregnancy/Parental Leave Supplemental Payment
Article 30:01(b) -Trade Licences and Certificates

- c) Vacation pay for temporary employees will be paid on the pay day for the period in which the vacation pay accrues.

3:06 **Long Term Temporary Employee**

a) A long term temporary employee is a non-permanent employee who is employed in a job listed in Appendix A on a full-time basis to replace an employee on an authorized leave for at least twelve (12) months or to cover a position which has not been confirmed as an addition to the Corporation for at least twelve (12) months but not in excess of 24 months unless mutually agreed.

b) All articles of this Agreement apply to temporary employees except the following:

- Article 8 – SENIORITY, except as provided in Article 8:01(b)
- Article 11 – Grievance against layoff and termination of contract
- Article 16 – HOLIDAYS
- Article 17 – VACATIONS
- Article 18 – SICK LEAVE (prorated for the duration of the contract only)
- Article 20 – BENEFIT PLAN (with the exception of single coverage in 20:01 a) i & iv and in accordance with the OMERS Act)
- Article 21:01 - Paid Personal Leave of Absence (will be in accordance with the *ESA*)
- Article 21:07(e) - Pregnancy/Parental Leave Supplemental Payment
- Article 30:01(b)-Trade Licences and Certificates

c) All long-term temporary employees will receive their vacation entitlement advanced to them for the calendar year. Vacation entitlement for the year in which the employee’s employment begins or terminates shall be pro-rated in proportion to the employee’s temporary assignment.

3:07 **Full-time employee**

A full-time employee is an employee employed in a job listed in Appendix A who is regularly scheduled to work either at least thirty-five (35) hours per week or forty (40) hours per week in accordance with Article 22.

ARTICLE 4 - NO DISCRIMINATION

4:01 The Corporation agrees that there shall be no violation of the *Ontario Human Rights Code* and/or the *Occupational Health and Safety Act* with respect to any employees in matters of hiring, wage rates, transfer, layoff, recall, discipline or discharge, nor by reason of their membership or activity in the Union.

4:02 The Union, its representatives and members agree that there shall be no violation of the *Ontario Human Rights Code* and/or the *Occupational Health and Safety Act*, nor shall there be any Union solicitation or activity on Corporation premises during working hours, except as is provided in this Agreement or as is mutually agreed upon.

ARTICLE 5 - MANAGEMENT'S RIGHTS

5:01 It is the exclusive function of the Corporation to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline, employees covered by this Agreement, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that any such employee who has attained seniority has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as provided herein;
- c) manage the operations and undertakings of the Corporation; determine operational requirements and required levels of service; and, without restricting the generality of the foregoing, select, install and require the operation of any equipment, plant and machinery which the Corporation, in its discretion, considers desirable for the efficient or economical carrying out of the operations and undertakings of the Corporation.

5:02 The Corporation shall exercise the above rights in a manner that is fair, reasonable and consistent with the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY

6:01 Any employee covered by this Agreement may exercise their right to become a member of the Union or to cease to be a member of the Union.

ARTICLE 7 - DEDUCTION OF UNION DUES

7:01 Dues/Fee Deductions From Pay

Upon commencement of employment the Corporation shall deduct a one-time initiation fee along with regular Union dues from the bi-weekly pay of each employee in the amount or rate notified in writing from time to time to the Human Resources Department of the Corporation by the Treasurer of CUPE Local 2380. The Union agrees that the amount or rate of dues/fee to be so deducted, when once set, shall not be changed by the Union for a period of six (6) months and thereafter shall not be changed more than once in any six (6) month period.

7:02 Remittance of Dues/Fee Deductions

The Corporation shall forward to the Treasurer of CUPE Local 2380 a cheque for the amount deducted pursuant to Article 7:01 for the initiation fees on a monthly basis. The Corporation shall forward to CUPE National Office a cheque in the amount deducted pursuant to Article 7:01 for regular Union dues on a monthly basis along with a list of names of all employees from whose wages the deductions were made in the previous month, as well as a list of all names added to and all names deleted from the dues/fee deductions list for that month.

7:03 **Union Constitution/By-Laws**

The Union will provide to the Corporation an approved copy of the section of the by-laws or constitution of CUPE Local 2380 authorizing any such dues/fees and contributions, and an approved copy of the section of the minutes of a meeting at which any change in such dues/fees and contributions is made.

7:04 **Save Harmless**

The Union and its CUPE Local 2380 will jointly and severally indemnify and save harmless the Corporation and all its officers and employees from any and all claims which may be made against the Corporation or any employee of the Corporation by reason of deductions from pay provided for by this Article.

ARTICLE 8 - SENIORITY

8:01 a) Seniority is defined as the length of service in the Bargaining Unit as a probationary and permanent employee and shall include seniority accumulated in the former Inside and/or Outside bargaining units. Seniority shall operate on a Bargaining Unit-wide basis.

b) A temporary or casual employee shall not acquire seniority except in the event that the employee is subsequently appointed to the permanent staff, in which case, upon completion of the probationary period, their seniority shall be back-dated to their date of hire as a temporary or casual employee in their current period of continuous employment.

8:02 A seniority list shall be compiled by the Corporation at the end of each calendar year and each permanent and probationary employee will be placed thereon with their seniority date. Copies of the seniority list shall be provided to the Union and the Union has the right to ask for reasonable updates to the seniority list which the Corporation will provide.

8:03 An employee shall be considered to have lost their seniority rights, and their employment shall be considered to have terminated, for any of the following reasons:

- a) if the employee resigns or retires;
- b) if the employee is discharged and the discharge is not reversed through the grievance procedure;
- c) if the employee has been absent for three (3) consecutive working days without having directly notified their supervisor, unless it was not reasonably possible for them to do so;
- d) if the employee overstays a leave of absence granted by the Corporation in writing and does not secure an extension of such leave, unless a satisfactory reason is given;

- e) if the employee is laid off from the Corporation and fails to return to work within five (5) days after being notified by registered mail to their last known address on the Corporation's records;
- f) if the employee is laid off from the Corporation for more than twenty-four (24) months.

8:04 **Seniority When Employee Appointed Outside the Bargaining Unit**

- a) In the case of an appointment to a temporary position outside the Bargaining Unit, the employee shall not accumulate seniority. In the event that the employee returns to a position in the Bargaining Unit within twenty (20) months, they will be credited with the seniority accumulated in the Bargaining Unit prior to the date of appointment. Should the employee exceed the above period, the employee is considered to have lost their seniority rights and Bargaining Unit position.
- b) In the case of an appointment to a permanent position outside the Bargaining Unit, the employee seniority shall cease.

ARTICLE 9 - NEW EMPLOYEES

- 9:01
- a) The Corporation shall acquaint new employees with the fact that a collective agreement is in effect and shall give new employees the name of the Chief Steward and a copy of the current Collective Agreement.
 - b) A Union officer will be given an opportunity to make a presentation of up to thirty (30) minutes to new employees, during regular working hours and without loss of pay, as part of the Corporation's orientation program for new employees, within the first month of employment or at such other time as mutually agreed by the parties, for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.
 - c) A Union officer, if not from City Hall or 56 Mulcaster Street, will be permitted a maximum of one (1) hour off work pursuant to Article 9:01(b).

ARTICLE 10 - CORRESPONDENCE BETWEEN THE PARTIES

- 10:01
- a) All correspondence between the parties, arising out of this Agreement or incidental thereto, except grievances and written enquiries, shall pass between the Director of Human Resources or designate and the Recording Secretary of the Union or designate.
 - b) A copy of the correspondence will be forwarded to the Union Official directly involved in the matter, if applicable. However, the correspondence between the Director of Human Resources or designate and the Recording Secretary of the Union or designate is the only official correspondence for the purposes of timelines and content.
- 10:02
- The Corporation shall provide to the Union, at the time of hiring or change in position of an employee, including temporary transfers of more than two weeks,

the employee's name, address, date of hire or change in position, title and level of their position, and the wage rate or salary and step.

- 10:03 a) The employee shall notify the Corporation in writing, of any change in the employees address, telephone number or change in dependent status within one week of any such change. The employee or the Union shall save the Corporation harmless in any action resulting from the employee not making the required changes in records as noted above.
- b) In July of each year, the Corporation will forward to the Union a list of all employees covered under the Collective Agreement, including first and last name, current classification, employment status, mailing address and primary phone number.

ARTICLE 11 – ADJUSTING COMPLAINTS

11:01 Adjusting Complaints

- a) It is the mutual desire of the parties that employee complaints be heard, dealt with and resolved as quickly as possible.
- b) An employee has no grievance until they have first given their immediate exempt supervisor an opportunity of adjusting their complaint. Such complaint must be discussed with the immediate exempt supervisor within five (5) working days after the employee became aware or ought reasonably to have been aware of the occurrence of the circumstances giving rise to the complaint. When discussing such a complaint with the immediate exempt supervisor, the employee may be accompanied by a Union Steward or a Union Official if the employee so chooses.
- c) Failing settlement, the complaint may be taken up as a grievance within five (5) working days following the discussion with the immediate exempt supervisor, in the following manner and sequence.
- d) Complaints regarding recruitment decisions are to be made to the applicable Department Head where the vacancy exists. Failing settlement, the complaint may be taken up as a grievance within five (5) working days following the discussion with the Department Head, at Step 3 of the grievance procedure.
- e) When requesting a complaints meeting that is in regard to discipline that the employee has received within the past five (5) working days, the employee shall be accompanied by a Union Steward or a Union Official.

ARTICLE 12 – GRIEVANCE PROCEDURE

12:01 Definition of a Grievance

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance will be founded solely on the basis of an alleged violation of Article 5:02.

12:02 Expeditious Process

The parties recognize the need for an orderly and speedy procedure for dealing with employee complaints and for handling grievances.

12:03 Union Stewards

- a) The Union has the right to select up to fifteen (15) Union Stewards, including a Chief Steward, from amongst those Union members who are permanent employees. The Union Stewards' function is to assist members of the bargaining unit in dealing with employee complaints, in preparing and presenting grievances in accordance with the grievance procedure, and in attending disciplinary meetings, as observers, in accordance with the discipline procedure.
- b) If an employee wishes the assistance of a Union Steward, the employee should attempt to contact a Steward who works in close proximity to the employee and, if possible, who is an employee of the same department as the employee. If a Union Steward is not available within close proximity to and/or from the same department as the employee, the employee may contact any member of the Union Grievance Committee which includes the Chief Steward and the Local President or Vice-President. In such a situation, the member of the Union Grievance Committee representing the employee shall have the same rights, privileges and functions as a Union Steward.

12:04 Step 1

- a) The aggrieved employee(s), together with a Union Steward, shall submit the grievance in writing to the appropriate manager, who shall convene a meeting to seek to settle the grievance. The written grievance, signed by the grievor, if possible, and a member of the Union Grievance Committee, must contain the nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated.
- b) The appropriate manager shall convene this meeting within five (5) working days to seek to settle the grievance. Notice of the meeting will be given to the employee and copied to the Union Official involved.
- c) The manager will deliver their decision in writing within five (5) working days from the date of the meeting. A courtesy copy of their decision will be forwarded to the Union Steward or Union Official that submitted the grievance. However, this

courtesy copy is not the official correspondence for the purpose of timelines and content.

d) Failing settlement, Step 2 may be invoked.

12:05 **Step 2**

a) Within five (5) working days following the decision under Step 1, the Union may submit the written grievance to the appropriate department head.

b) The department head shall convene a meeting with the aggrieved employee, together with a Union Steward, within five (5) working days.

c) The department head will deliver their decision in writing within five (5) working days from the date of the meeting. A courtesy copy of their decision will be forwarded to the Union Steward or Union Official that submitted the grievance. However, this courtesy copy is not the official correspondence for the purposes of timelines and content.

d) Failing settlement, Step 3 may be invoked.

12:06 **Step 3**

a) Within ten (10) working days following the decision under Step 2, the Union may submit the written grievance to the applicable General Manager.

b) The applicable General Manager shall convene a meeting within ten (10) working days. At the meeting, the grievor may be accompanied by a Union Steward plus the Local President or an alternate.

c) The applicable General Manager will deliver their decision in writing within ten (10) working days from the date of the meeting.

12:07 A grievance submitted at Step 3 of the grievance procedure, in accordance with Article 14:03(a), 15:07 or 23:05 must be submitted within ten (10) working days after the circumstances giving rise to the complaint occurred.

12:08 **Union and Corporation Policy Grievances**

a) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, has a grievance on which an individual could not grieve, Steps 1 and 2 of the grievance procedure may be bypassed.

b) A meeting shall be held within ten (10) working days after the submission of a Union or Corporation policy grievance. The President and the Chief Steward or, in their absence, their designated alternates, shall be in attendance at this meeting. The party responding to the grievance will deliver its decision in writing within ten (10) working days following the date of the meeting.

- 12:09 Where no answer is given within the time limits specified in the grievance procedure, the employee(s) concerned and the Union shall be entitled to submit the grievance to the next step of the grievance procedure.
- 12:10 All agreements reached through the grievance procedure between the Corporation and the representatives of the Union are final and binding upon the Corporation, the Union and the employee(s).
- 12:11 Failing settlement of any grievance at Step 3, the grievance may be submitted to arbitration in accordance with Article 12. If no written request for arbitration is received from the Union within ten (10) working days after the decision under Step 3 was received, it shall be deemed to have been settled and shall not be eligible for arbitration.
- 12:12 For the purpose of Article 12, a working day is a weekday (Monday to Friday inclusive) except for holidays set out in Article 16:01 (a). Where a time limit is specified in this agreement as a number of working days, the time shall commence on the first working day following the date of the meeting or decision.

Arbitration Procedure

- 12:13 Any dispute or grievance which has been carried through all the required stages of the grievance procedure as set out in Article 11, and which has not been settled, may be referred to a board of arbitration at the written request of either party.
- 12:14 Alternatively, either party may request the appointment of a single arbitrator in accordance with the *Ontario Labour Relations Act*.
- 12:15 Where either party notifies the other party in writing of its desire to submit a grievance to a board of arbitration, the notice shall contain the name of the first party's appointee to the board. The recipient of the notice shall within five (5) working days inform the other party of its appointee to the board. The two appointees shall within ten (10) working days select a third person to act as chairman of the board of arbitration, but should they not do so within the ten (10) working days, then either party may request that the Minister of Labour appoint a person to be chairman.
- 12:16 Each party shall pay the remuneration and expenses of its appointee and half the remuneration and expenses of the chairman or of a single arbitrator.
- 12:17 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent, confirmed in writing by the parties.
- 12:18 The decision of a board of arbitration or a majority thereof, or of a single arbitrator, is final and binding on both parties and on all employees affected by it. If there is no majority decision of a board of arbitration, the decision of the chairman governs.

12:19 A board of arbitration, or a single arbitrator, shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms of this Agreement.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13:01 All hiring will be conducted in accordance with the Corporation's Code of Conduct and hiring policies/procedures. Wherever possible, promotions, staff changes and appointments to new positions will be made from within the service of the Corporation.

- i. Permanent employees shall not apply for casual positions.
- ii. An employee who has requested or competed for a temporary assignment and has been successful cannot obtain another temporary position for the first six (6) months that the employee is in the first temporary position.

13:02 **Job Postings**

- a) When a permanent or temporary vacancy greater than six (6) months exists, or a new permanent position is created within the Bargaining Unit, the Corporation shall post notice of the position on the corporate electronic job posting board, for a minimum of two (2) weeks, with a copy to the Recording Secretary or designate of the Union, in order that all members will know about the position and be able to make written application therefore within the posted deadline.
- b) Such notice shall contain the following information:
 - i) Description of the position, including a brief summary of the duties and responsibilities.
 - ii) The qualifications required for the position including education, experience, knowledge, skills, abilities, etc.
 - iii) The Division, Department and Branch.
 - iv) The normal hours of work for the position.
 - v) The level and pay range.
 - vi) The date of issue of the posting.
 - vii) The application process.
 - viii) The final date by which applications must be received.
 - ix) Contact information.

13:03 **Application Review**

- a) The Hiring Manager, in consultation with Human Resources, will conduct a preliminary review of applications received to make a fair and objective determination as to whether applicants meet the required qualifications for the vacant position.
- b) Bargaining unit applicants who apply and are not invited to participate in the assessment process, shall be provided with a written confirmation of the rationale for not being selected prior to the assessment process taking place.

- c) Where all applicants to a job posting are considered unqualified, the Corporation may consider less qualified candidates, for the posted position, should a fully qualified candidate not be found. To be considered, an applicant must be able to meet the key qualifications within a pre-determined period of time deemed reasonable by the Corporation as part of the terms to successfully fill the position.

13:04 **Assessments**

- a) All assessments will be conducted in a manner that will provide a fair evaluation of all candidates being assessed, using the same set of standards across the recruit (subject to accessibility accommodation requirements) and will be reviewed by Human Resources prior to being conducted.
- b) Assessments may take the form of written test(s), practical, physical/skill tests, interview panel or any combination of the above to ensure candidates are examined for the qualifications and skills required for the position.
- c) Candidates invited to take part in the assessment process will be informed of the type of assessment(s) that will take place along with confirmation of the location, date and time for each component.
- d) Candidates who do not comply shall be disqualified from further consideration.
- e) Employees participating in an assessment under this article will be granted a leave of absence with pay for the duration of the assessment process. Employees subject to special and rotating shifts may request a flexible working arrangement under Article 22:10 if required.

13:05 **Selection**

- a) The selection of the successful applicant shall not be made before all employees who have applied have been considered.
- b) In filling posted jobs, the following factors shall be considered:
 - i) qualifications, including; education, experience, knowledge, skills, abilities, etc.; and
 - ii) seniority.
- c) If, in a competition under Article 13, two (2) or more applicants from within the Bargaining Unit qualify relatively equally for promotion or transfer to another Bargaining Unit position, seniority shall govern.
- d) Those who participate in the assessment process and are unsuccessful shall be provided with a written confirmation of the rationale for not being selected and may request a meeting with the applicable Human Resources representative to review the rationale.

- e) A permanent employee who is placed in a temporary assignment shall retain their permanent status during the temporary assignment. A permanent employee shall return to their home position at the end of the temporary assignment.

13:06 **Candidate Pools**

- a) The Corporation may determine the need to create a candidate pool for a specific job classification to utilize for future vacancies and will post this need in accordance with Article 13:02.
- b) Candidate Pools will only be established by the Corporation where there are a large number of vacancies or high turnover anticipated in a specific job classification.
- c) Interested candidates will be selected in accordance with Article 13:05 and those successful will be placed on an eligibility list. The eligibility list will then be used to fill vacancies as outlined in (a) which arise within the bargaining unit.
- d) The eligibility list will remain in effect for a maximum of nine (9) months as determined by the Corporation, unless depleted before that time. If the eligibility list is depleted or upon the expiry of the nine (9) months, whichever comes first, any permanent position or temporary position greater than six (6) months shall be posted in accordance with Article 13:02 as an individual posting or within the establishment of a new Candidate Pool.
- e) Candidates on the eligibility list have the right to decline an offered position. Should they decline the offer they may remain on the eligibility list for the remainder of the duration unless the list has been deemed depleted.

13:07 **Trial Period**

If from within the Bargaining Unit, the successful applicant shall, serve a trial period of up to six (6) months. Conditional upon satisfactory performance, the placement shall be declared permanent after the trial period. If the successful applicant proves unsatisfactory in the position during the trial period, or is unable to perform the duties, they shall be returned to their former classification, level and salary or wage rate, without loss of seniority. Any other employee transferred or promoted as a result of the original placement may also be returned to their former classification, level and salary or wage rate.

13:08 **Temporary Transfers and Assignments**

- a) The Corporation may temporarily assign an employee to work in any job classification covered by this Agreement.
- b) Payment for employees temporarily transferred by the Corporation shall be in accordance with Article 23:03.
- c) Payment for employees who have requested or competed for a temporary assignment and have been successful shall be in accordance with Article 23:04.

13:09 **Transfers and Appointments Outside the Bargaining Unit**

- a) No employee shall be transferred to a position outside the Bargaining Unit without their consent.
- b) An employee who is temporarily transferred to a position outside the Bargaining Unit shall not continue to be covered by this Collective Agreement and union dues shall not be collected for the duration of this temporary assignment.
- c) Seniority for employees appointed to a temporary position outside the Bargaining Unit will be in accordance with Article 8:04.
- d) For short-term assignments, defined as no longer than two (2) consecutive weeks, the following shall apply:
 - i. The employee will continue to be covered by the Collective Agreement and union dues will continue to be paid.
 - ii. Seniority will continue to accrue during this period.
 - iii. The employee will not engage in any disciplinary or confidential labour relations matters during this period.
 - iv. The employee will receive an alternate rate for all hours spent in the non-bargaining position.

ARTICLE 14 - DISCIPLINE

- 14:01
- a) Managers and supervisors will endeavour to ensure that, if disciplinary action is to be taken against an employee, such action shall be taken without undue delay.
 - b) Whenever the Corporation issues a disciplinary letter to an employee, a copy of which is to be placed in the employee's personal file, the Corporation shall give a copy of such letter to the Union within five (5) working days from the date that the letter was given to the employee.
 - c) If an employee is required to attend a disciplinary meeting with the Corporation, the employee will be informed beforehand of the nature of the meeting and will be advised that they have the right to require the presence of a Union Steward at such meeting.
 - d) The term "disciplinary meeting" means a meeting in which the Corporation, a manager or an exempt supervisor takes or imposes disciplinary action against an employee. "Disciplinary action" means a response from the Corporation to an employee's action, behaviour or conduct that the Corporation deems inappropriate, and includes either a penalty against the employee, or a warning that a repetition of such action, behaviour or conduct will have consequences, or both. "Disciplinary action" includes verbal warning but does not include performance counselling or coaching.

- e) All disciplinary matters shall remain confidential between the Corporation, the Union and its members for the purposes of a Freedom of Information request and shall not be disclosed to anyone other than as required to implement and manage the discipline and in accordance with Article 12.

14:02 **Discharge and Suspension Procedure**

A permanent employee may be dismissed but only for just cause. If an employee is discharged or suspended, the employee and the Union shall be informed promptly in writing of the reason(s) for such discharge or suspension.

14:03 **Unjust Suspension or Discharge**

- a) An employee considered by the Union to be wrongfully or unjustly suspended or discharged [subject to Articles 3:03 (b), 3:04 (b), 3:05 (b) and 3:06 (b)] shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be bypassed in such cases.
- b) Should it be found upon investigation through the grievance procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next following such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a board of arbitration, if the matter is referred to such a board.

14:04 **Personal File**

- a) An official file of each employee's career with the Corporation shall be maintained under the control of Human Resources. This file will contain a record of such things as anniversary date, promotions, transfers, performance appraisals, city awards and commendations, disciplinary action (including copies of disciplinary letters which have been sent to the Union), etc.
- b) Subject to clause (b) (ii) below, an employee shall not alter, destroy or remove any document or page contained in their personal file, but has the right to:
 - i) review their personal file;
 - ii) initial any document therein;
 - iii) receive a copy of any document therein; and
 - iv) respond in writing to any document contained therein.

- 14:05 a) The record of any disciplinary action shall not be referred to or used against an employee at any time after twenty-four (24) months following the occurrence of the action that led to the discipline, provided no other disciplinary action has been taken against that employee within that twenty-four (24) month period. In situations where there are more than one (1) action that led to the discipline, the occurrence date would be considered the most recent action having taken place.

- b) An employee may request the removal of disciplinary records from their personal file provided there has been no other discipline and that twenty-four (24) months has passed.

ARTICLE 15 - LAYOFF AND RECALL PROCEDURES

15:01 General

- a) Job security increases in proportion to seniority. In layoffs and displacements, casual and temporary employees shall be displaced and/or released before probationary or permanent employees, subject to the requirement that the remaining employees have the qualifications and ability to perform the job satisfactorily.
- b) An employee who is displaced from their job may elect to be laid off from the Corporation (subject to the notice requirements set out in Article 15:05) or to bump into another Bargaining Unit job (subject to the conditions set out in Article 15:02 below).

15:02 Bumping

An employee who is displaced from their job and who is unwilling to be laid off from the Corporation may bump into any job classification that is occupied by an employee with less seniority, subject to the following:

- a) the employee exercising the right to bump must have the qualifications and ability to perform the job satisfactorily;
- b) the employee exercising the right to bump must have more seniority than the employee they are bumping;
- c) if there is more than one (1) employee in the job classification, it shall be the employee with the least seniority who is bumped; and
- d) an employee may bump into a higher-paying job classification only if they have been previously classified in, and have demonstrated satisfactory performance in, such classification with the Corporation.

15:03 Changes in Job Classification and Pay

The effective date of the change in classification of a displaced or bumped employee shall be determined by mutual agreement of the affected department heads. The pay rate of an employee bumping into a different level shall be adjusted effective the date of change in the employee's classification.

- 15:04 In the case of a layoff not longer than one (1) day, the bumping provisions of Article 15:01 shall not apply.

15:05 **Notice of Layoff**

- a) If the Corporation issues a layoff notice to an employee, the employee and the Union shall be given full opportunity to meet with the Corporation to discuss the bumping options available to the employee.
- b) The Corporation shall notify permanent and probationary employees who are to be laid off from the Corporation at least fifteen (15) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of layoff, the employee shall be paid in lieu of work for that part of fifteen (15) days during which work was not made available. If a greater period of notice is required by legislation, such greater period of notice or pay in lieu shall be given.

15:06 **Recall**

- a) An employee laid off or displaced from their regular classification pursuant to Article 15:01 is subject to recall in accordance with the following, provided the employee has the qualifications and the ability to perform the job.
- b) If the Corporation declares that a vacancy exists in a classification from which an employee has been laid off or displaced, the employee shall be recalled to their regular classification. Where two or more employees have been laid off or displaced from such classification, the most senior of such employees shall be recalled.
- c) If the Corporation declares that a vacancy exists in a classification from which no employee has been laid off or displaced, the most senior employee on layoff shall be recalled, provided that no employee shall be recalled to a higher-paying classification than the one from which the employee was laid off, unless they have been previously classified in, and has demonstrated satisfactory performance in, such classification with the Corporation.
- d) If the Corporation declares that a vacancy exists in a classification to which no employee is subject to recall pursuant to paragraph (a) or (b) above, the vacancy shall be posted in accordance with Article 13:02. No new employee shall be hired to perform a job covered by this Collective Agreement as long as there is a permanent employee on layoff who has the proven qualifications and ability to perform that job.
- e) A laid off or displaced employee is free to apply for any posted job.

15:07 **Grievances on Layoffs**

Grievances concerning layoffs shall be initiated at Step 3 of the grievance procedure.

ARTICLE 16 - HOLIDAYS

16:01 a) A permanent or probationary employee shall receive the following holidays with pay:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- (1) Floater

• The half day before Christmas and the half day before New Year's Day, except when Christmas Day and New Year's Day fall on a Sunday or Monday.

• Any day or half day proclaimed by the Corporation.

b) Employees will be entitled to one (1) float holiday as noted above and shall be taken within the calendar year at a time(s) mutually agreed upon by the employee and the appropriate exempt supervisor.

c) Requests from employees to attend Remembrance Day services on November 11th of each calendar year will not be unreasonably denied.

d) To qualify for each of the holidays listed in Article 16:01(a), an employee must work their regularly scheduled working day before and their regularly scheduled working day after the holiday, except when the employee is on approved vacation, certified sick leave (excluding LTD), or other absence of twenty (20) working days or less.

e) An employee who is on short-term disability and who qualifies for a paid holiday under Article 16:01(a) will be paid holiday pay. An employee shall not be entitled to receive holiday pay and short-term disability benefits for the same day.

16:02 When any of the holidays listed in Article 16:01(a) falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following working day(s) shall be deemed to be the holiday(s) for the purpose of this Agreement.

16:03 Holidays for Landfill Attendant

a) If a holiday falls on the Landfill Attendant's normal day off and the employee receives payment for it, they shall receive a normal day's pay for it, namely seven (7) hours' pay.

b) If the Landfill Attendant takes a day off as a holiday (either on the holiday itself or as a lieu day), the employee will receive no less than thirty-five (35) hours' pay for the week.

16:04 Holidays for Special and Rotating Shifts

a) "Holiday pay" for employees working special and rotating shifts is defined as eight (8) hours pay at the employee's regular hourly rate for employees listed

in Column B (40 Hour) and as seven (7) hours pay for employees listed in Column A (35 Hour). For a shift that extends over two calendar days, the holiday will be recognized on the calendar day of the holiday that the shift begins (i.e., 3:30 pm December 25th to 4:00 am December 26th is Christmas Day).

- b) In the case of an employee who works on rotating or special shifts and is scheduled to work a shift, the majority of hours of which fall within the twenty-four (24) hour period of the actual holiday (i.e. Christmas Day, Boxing Day, New Year's Day or Canada Day), the premium rate of pay referred to in Article 24:03 will apply to such actual holiday and not the designated day of observance of that holiday.
- c) An employee who is on shift work and whose regular day off falls on a holiday may apply for a day's holiday pay or, alternatively, may elect a lieu day. Such option must be selected within the affected pay period and, if a lieu day is selected, it must be taken within three (3) months at a time mutually agreed upon.
- d) When an employee working special and rotating shifts has a normal working day fall on the actual holiday as listed under Article 16:01 and the employee is permitted to take the actual day off, the employee will receive regular pay for the hours they would have normally worked.

ARTICLE 17 - VACATIONS

17:01 The qualifying year for each permanent employee shall be based on their anniversary date. "Anniversary date" is the date on which the employee last commenced full-time employment with the Corporation as a probationary or permanent employee, or as a casual or temporary employee if the employee was subsequently appointed to the permanent staff in accordance with Article 8:01 (b). For the purposes of this article only, employees within the Bargaining Unit that are laid off or displaced from their regular classification pursuant to Article 15:01 and are subject to recall under Article 15:06 within a thirteen (13) week period shall not be considered to have their employment terminated and it shall be deemed to be an unbroken period of employment with full seniority. Subject to Article 21, eligibility for vacations shall be on the following basis:

<u>Vacation Entitlement</u>		<u>Length of Service</u>
3 weeks	after	1 year
4 weeks	after	7 years
5 weeks	after	15 years
6 weeks	after	24 years

17:02 All permanent full time employees will receive their vacation entitlement advanced to them on January 1st of each year. Vacation entitlement for the year in which an employee's employment begins or terminates shall be pro-rated in proportion to that portion of the employee's current anniversary year during which they were employed by the Corporation.

17:03 The Corporation shall attempt to provide vacations during the periods preferred by employees; however, in scheduling vacations, the Corporation shall ensure that operational requirements are met and that sufficient personnel are available to provide the required level of service.

17:04 a) Vacations must be taken by December 31st of the calendar year and shall not be accumulated except as provided for below. Employees may carry over a maximum of one (1) week of vacation to be used by June 30th of the following calendar year. Should an extenuating circumstance arise, an employee may submit a written request with rationale to their supervisor to carry over greater than one (1) weeks' vacation.

b) Vacation credits that an employee has not been able to use as a result of absence due to an approved medical leave or pregnancy/parental leave shall be carried over to the following calendar year. Should an employee return from leave prior to the end of the calendar year, the employee shall submit a vacation request to deplete all remaining vacation banks in accordance with Article 17:06 or submit a request to carry over in accordance with Article 17:04 (a). An employee shall not be entitled to receive vacation pay in lump sum without taking the corresponding time off as vacation, except upon termination of employment, in which case pay-out will be made at the employee's current rate.

c) At least two (2) weeks' annual vacation must be scheduled for an employee even if the employee is on sick leave. Subject to Article 17:04, all vacation entitlement must be taken (either as vacation or top up) during an employee's anniversary year. An employee shall not be entitled to receive vacation pay in lump sum without taking the corresponding time off as vacation. An employee on vacation shall not be entitled to receive short- or long-term disability benefits in addition to vacation pay.

17:05 Applications for scheduling vacation should be made in writing, in accordance with departmental/divisional procedures, by November 1 for the following one-year period (January 1 – December 31). Management will process and approve applications, subject to Article 17:03, in accordance with the following.

a) Applications for vacation periods consisting of full-work-week increments will be processed first, so as to enable the greatest possible number of permanent employees to take their vacation during their preferred periods. ("Work week" means an employee's work week and can include paid holidays and lieu days under Articles 16:01 and 24:08.). If a conflict arises between two or more employees with respect to such vacation preferences, seniority shall govern.

b) Once all applications have been processed for vacations in full-work-week increments, management will process and approve applications for vacation periods consisting of less than full-work-week increments. If a conflict arises between two or more employees with respect to such short-duration vacation preferences, seniority shall govern.

- c) Approved vacation schedules shall be posted by December 1. After December 1, a period of approved vacation cannot be changed except by mutual agreement of the employee and the appropriate exempt supervisor.
- 17:06 An application for scheduling vacation made after November 1 should be submitted in writing, in accordance with departmental/divisional procedures, as far in advance of the requested time as possible. Management will process and approve such applications, subject to Article 17:03, on a first-come, first-served basis. If two or more employees simultaneously request the same vacation time, and a conflict arises, seniority shall govern. Once such an application for scheduling vacation has been approved, such scheduling cannot be changed except by mutual agreement of the employee and the appropriate exempt supervisor. The approved vacation schedule shall be updated as required.
- 17:07 Only one Road Patrolperson may be scheduled on vacation at any one time.
- 17:08 Once an employee on approved Long Term Disability is deemed to be permanently disabled by the provider, the Corporation will meet its obligations as defined under the *Employment Standards Act, 2000* for the purposes of vacation time however vacation pay, and subsequently top up, are no longer applicable.
- 17:09 The Corporation reserves the right to start a new probationary employee previously affiliated with another CUPE Local at a higher vacation threshold to a maximum of four (4) weeks. The Corporation shall notify the Union in writing by way of being copied on the employee's offer letter.
- 17:10 In the event an employee leaves the Corporation for whatever reason and has taken more vacation than they are entitled to as per Article 17:02, the Corporation shall recoup the difference on the employee's last pay. Should the last pay not be enough to fully reimburse, the employee will provide payment directly to the Corporation within thirty (30) days.
- 17:11 An employee shall receive a vacation pay adjustment for each applicable pay period, equal to six (6) percent on any earnings exceeding their regular bi-weekly wages (including overtime, shift premium and lieu time paid out).
- 17:12 Employees listed in Column A (35 Hour) of Appendix A working special and rotating shifts will receive thirty-five (35) hours of regular pay for each week of vacation time off under Article 17:01. Employees listed in Column B (40 Hour) of Appendix A working special and rotating shifts will receive forty (40) hours of regular pay for each week of vacation time off under Article 17:01.

ARTICLE 18 - SICK LEAVE

18:01 Sick leave means the period of time during which an employee is permitted to be absent from work by virtue of being sick, quarantined or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

18:02 Sick Leave Credits

- a) An employee will receive six (6) days' worth of sick leave credits (as defined in Articles 22:02 and 22:05) at the beginning of each calendar year. Employees listed in Column A (35 Hour) of Appendix A working special and rotating shifts will receive forty-two (42) hours' worth of sick leave credits at the beginning of the calendar year. Employees listed in Column B (40 Hour) of Appendix A working special and rotating shifts will receive forty-eight (48) hours' worth of sick leave credits at the beginning of the calendar year. These sick leave credits for all employees will be added to the balance of sick leave credits in the employee's sick leave credit bank. Sick leave credits will be prorated in the year as follows:
- i) in an employee's first year of enrolment in the Plan;
 - ii) for an absence in excess of twenty (20) consecutive working days under Article 21:02;
 - iii) for an absence under Article 21:06; and
 - iv) in case of transfer to a different sick leave plan in the Corporation.

Temporary and casual employees will receive the above sick leave credits which will also be prorated based on the term of employment for each calendar year. The sick leave credits shall not be banked to another term of employment unless the two terms are consecutive and will have no cash value.

- b) Banked sick leave credits for permanent employees may be used to provide income for an employee for doctor, medical and dentist appointments; during the waiting period prior to short-term disability benefits; and to top up short-term disability benefits, long-term disability benefits and WSIB benefits. One (1) hour will be deducted from an employee's accumulated sick leave credits for an hour's worth of benefit paid.
- c) The sick leave benefit paid to an employee for the use of an hour of sick leave credit will be as follows. If the absence occurs during a temporary transfer to a higher-paying job, the sick leave benefit shall equal the alternate rate for as long as the temporary transfer was expected to continue but not longer than two (2) weeks. In all other cases, the sick leave benefit shall equal the employee's normal base hourly rate (i.e., the hourly rate that corresponds to the employee's permanent job classification).

18:03 Notification of Absence

If it is necessary for an employee to go on sick leave, the employee shall notify, prior to their scheduled shift, their immediate exempt supervisor, or the

supervisor's designate, and shall, when possible, inform them of the date and time they expect to be able to return to work.

18:04 **Doctor, medical and dentist appointments**

For permanent employees, time off during normal working hours may be paid from accumulated sick leave credits for doctor, medical and dentist appointments upon approval of the immediate exempt supervisor. The term "doctor appointment" means an appointment with a medical doctor, or undergoing treatment or procedure prescribed by a medical doctor. The term "medical appointment" means an appointment with a legally licensed chiropractor, osteopath, chiropodist, podiatrist, naturopath or optometrist. When requested, the employee must provide a signed medical certificate (with the cost, if any, paid by the Corporation) confirming the employee's attendance at the appointment. Employees are asked to try to schedule all such appointments outside working hours when possible. Approval to attend a medical appointment is subject to operational requirements and the need to ensure that sufficient personnel are available to provide the required level of service.

18:05 **Sick Dependent Children**

Time off during normal working hours may be paid from a maximum of the equivalent of three (3) days' worth of sick leave credits in any calendar year for the care of sick dependent children. The term 'dependent children' means children either under eighteen (18) years of age, or mentally or physically impaired.

18:06 **Sick Leave and Vacation Credits During Sick Leave**

A permanent employee shall continue to earn sick leave and vacation credits while on sick leave.

ARTICLE 19 - WORKERS' COMPENSATION ABSENCES

- 19:01 a) If Loss of Earnings (LOE) benefits are receivable under the *Workplace Safety and Insurance Act*, an employee may choose, at the time of reporting the accident, to have such benefits increased to 100% of their net pay, utilizing accumulated sick leave, lieu time (not including standby and holiday lieu), vacation banks, vacation reserve banks and personal leave banks, in this respective order, provided the employee has made proper notification to the Corporation, as outlined in the Corporation's procedures.
- b) If the employee chooses to top up their LOE benefits to 100% of their net pay, an employee, absent from work as a result of an accident or an occupational illness incurred in the performance of their duties, shall be paid (in addition to LOE benefits) the difference between LOE benefits and their net normal rate of pay, such that their take-home pay will be neither more nor less than would be the case were the employee at work, and their income tax deductions will be adjusted accordingly.

ARTICLE 20 - BENEFIT PLANS

- 20:01 a) Subject to Article 21, the Corporation shall pay 100% of the cost of the following benefit plans for all permanent and probationary employees; however, permanent employees and probationary employees who are seventy (70) years of age or older are not entitled to Out-of-Province Coverage:
- i) Single or family coverage under the existing Extended Health Care Plan or equivalent, including the following provisions:
 - an Eye Care Rider providing maximum reimbursement of \$450 every two years for each insured person;
 - pay direct drug card effective the ratification date of this agreement, mandatory generic drug substitution (unless the physician directs that a generic substitute is not allowed for valid medical reasons) and subject to the prior authorization program effective the ratification date of this agreement where applicable;
 - \$20/\$40 annual deductible;
 - massage therapy coverage to a maximum of \$575 per year. No requirement to provide physician's note to obtain the massage therapy benefit;
 - chiropractic coverage to a maximum of \$575 per year;
 - orthotic inserts to a maximum reimbursement of \$400 every three (3) years;
 - psychologist, registered psychotherapist/marriage and family therapist or certified counsellor with a Masters of Social Work Degree (MSW) coverage up to a maximum of \$1,500 per insured family in a calendar year effective the ratification of this agreement.
 - ii) Life insurance, providing a benefit equal to twice an employee's base annual salary for employees.
 - iii) Accidental death and dismemberment (AD & D) insurance, providing a benefit equal to the employee's base annual salary.
 - iv) Single or family coverage, with a \$25 annual deductible, under the existing Dental Plan or equivalent, including the following provisions:
 - Preventative dental procedures with 100% reimbursement of covered charges to a maximum of \$2,000 per year per person, and with nine (9) month dental recall;
 - Basic dental procedures with 100% reimbursement of covered charges;
 - Major dental procedures with 50% reimbursement of covered charges;
 - Orthodontic procedures with 50% reimbursement of covered charges and maximum lifetime orthodontic payment per child of \$3,000.
- b) The Corporation shall pay any Employer Health Tax that the Corporation is required by legislation to pay.
- c) The Corporation shall pay for permanent and probationary employees, 100% of the cost of a short-term disability (STD) plan, including the following provisions (note: further details are as set out in the Corporate Policy and Procedures):

- i) Benefit amount equal to 75% of employee's regular earnings payable up to and including the 165th consecutive calendar day following the date that the disability commenced;
 - ii) Commencement of benefit as follows:
 - a) An employee will receive short-term disability benefits commencing on the first full day of absence if the employee:
 - i. is hospitalized (meaning that the employee is admitted to a hospital as defined by the Ontario Ministry of Health);
 - ii. is incapacitated as a result of a non-work-related accident; or
 - iii. undergoes dental surgery, or medical surgery/procedure covered by OHIP, where the dental or medical physician determines that the employee is incapacitated and prescribes at least one (1) full day's recovery at home.
 - b) In all other cases of sick leave, an employee, with the exception of those noted in Article 20:01(c) ii) (c), will receive short-term disability benefits commencing on the third consecutive working day following the first full day of absence.
 - c) Those employees regularly scheduled to work shifts as defined in Article 22:03 will be eligible for short-term disability benefits after an absence of twenty-four (24) consecutive hours of work, following the first full day of absence.
 - d) The Corporation may require a signed medical certificate (with the cost, if any, paid by the Corporation) to substantiate the employee's inability to work.
 - iii) Two (2) periods of absence within fourteen (14) consecutive calendar days is considered one (1) period of short term disability; and
 - iv) Top up is available from sick leave, lieu time (not including standby and holiday lieu), vacation banks, vacation reserve banks and personal leave banks and utilized in this respective order.
 - v) The Corporation shall advance to the employee funds equivalent to the employee's weekly wages, in good faith, until such time as the claim is denied. It is understood that any such funds advanced to an employee must be paid back at the time the claim is denied. Arrangements for a repayment plan shall be initiated by the employee. In the event a repayment plan is not initiated following one (1) month of the denial, the Corporation shall deduct monies owing from the employee's wages to a maximum of \$50 per pay.
- d) The Corporation shall pay, for permanent and probationary employees below age sixty-five (65), 100% of the cost of a long-term disability (LTD) plan including the following provisions (note: detailed provisions are as set out in the carrier policy):

- i. Benefit amount equal to 70% of employee's regular earnings when last at work (subject to integration of other benefits such as CPP and WSIB benefits);
 - ii. Commencement of benefit on the 166th consecutive calendar day following the date that the disability commenced;
 - iii. Two (2) year 'own-occupation' clause;
 - iv. Two (2) periods of absence from same cause within six (6) months considered one (1) period of disability;
 - v. Top up is available from sick leave, lieu time (not including standby and holiday lieu), vacation banks, vacation reserve banks and personal leave banks and utilized in this respective order. Once an employee is deemed permanently disabled by the provider, the ability to top up their long-term disability ceases.
- e) In the case of a strike or lock-out, the Corporation will bill CUPE National for the benefit plan premiums.
- f) The Corporation may change the carrier of any benefit plan provided that it is at least equivalent to the present benefits provided in this Collective Agreement and there is prior written notification to and consultation with the Union.
- g) Any new group benefit plans or additions to existing group benefit plans shall be presented to the Union prior to being offered to the employees.
- h) Details of coverage will be in accordance with the policies of the benefit plan carrier. The Corporation shall provide to the Union a copy of the plan policy and any subsequent amendments.
- i) In the event of the death of an employee while covered by this plan, coverage will continue for the employee's spouse and eligible dependents until three (3) months after the date of the employee's death.

j) **El Premium Rebate**

The Union agrees to utilize the employee's share of the employment insurance premium reduction for which the employer qualifies under the *Employment Insurance Act* in order to offset costs associated with the issuance of the pay-direct drug card and psychological coverage of \$1,500 per insured family annually. These conditions may be changed in future negotiations based on mutual agreement between the parties.

20:02 **OMERS**

All permanent and probationary employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) plan. Details of the plan will be in accordance with OMERS policy.

20:03 **Retiree Benefits**

- a) An employee who retires from the Corporation with an unreduced OMERS pension will be allowed to maintain their coverage to age sixty-five (65), at their

expense, under the group benefit plans set out in Article 20:01(a)(ii), (iii), and/or (i) and (iv) combined. Such coverage shall not include out-of-province expenses. The cost of such coverage shall be paid by the employee by periodic advance payments in a manner satisfactory to the Corporation.

- b) An employee who retires from the Corporation with an unreduced OMERS pension will be allowed to maintain their coverage until they turn sixty-five (65) years of age or dies, whichever comes first, at the Corporation's expense, under the group benefit plans set out in Article 20:01(a) (i) and (iv), so long as they have fifteen (15) consecutive years of service with the Corporation and is at least fifty-five (55) years of age at the time of their retirement, with the following qualifications:
 - i) Family Coverage, but no out-of-province coverage;
 - ii) Employees with spouses that have coverage, charges must be submitted to the spouse's plan first; and
 - iii) If employee receives coverage from another employer, the charges must be submitted to that employer first.
- c) Should an employee with retiree benefits be subsequently re-employed after retirement and be eligible for benefits, the employee may choose the greater of the two (2) benefits for the duration of their re-employment and then return to their retiree benefits, where applicable.
- d) Details of coverage will be in accordance with the policies of the benefit plan carrier. The Corporation shall provide to the Union a copy of the plan policy and any subsequent amendments.

20:04 **Employee and Family Assistance Program (EFAP)**

The Corporation will pay 100% of the cost of an Employee and Family Assistance Program (EFAP) as provided by the Corporation. In the event of a strike or lock-out, the Corporation will not bill the CUPE National or the local for this benefit.

ARTICLE 21 - LEAVES OF ABSENCE

21:01 **Paid Personal Leave of Absence**

- a) Permanent full-time employees are entitled to one (1) paid personal leave day per calendar year.
- b) Permanent full-time employees may also request to transfer up to two (2) days of their sick leave credits as defined in Article 18:02, to their personal leave bank each calendar year.
- c) Wherever possible, the conversion of sick leave credits to personal leave must be established at least two (2) weeks in advance of the request to take the time off.

- d) An employee shall make a request to take a personal leave day in advance, can be taken in increments of one (1) hour and approval will be based on operational need.
- e) Personal leave days have no cash value, are unable to be converted back to a sick leave credit and must be used by the end of the applicable calendar year.

21:02 **Unpaid Personal Leave of Absence**

- a) The Corporation may grant a leave of absence, without pay and without loss of seniority, to an employee for personal reasons. A request for personal leave shall be submitted in writing, through the employee's immediate exempt supervisor, to their department head at least two weeks before the requested leave, unless the request arises from an emergency. The request shall contain all pertinent details including the reason for the leave.
- b) If a personal leave of absence is expected to be 20 consecutive days in length or less based on the request made, the employee will continue to receive benefits in accordance with Article 20, paid holidays and will continue to accrue sick leave and vacation, where applicable, for the duration of the leave. The employee will also continue to receive Safety Footwear and Clothing Allowance in accordance with Article 27.
- c) If a personal leave of absence is expected to be greater than 20 consecutive days in length based on the request made, the employee will cease to receive benefits and paid holidays. Vacation, sick time, Safety Footwear and Clothing Allowance will be pro-rated for the time actively at work in each calendar year during the leave.

21:03 **Leave for Union Business**

- a) The Union acknowledges that Union officers and members of committees have their regular duties to perform on behalf of the Corporation. Such persons shall not absent themselves from their work in order to deal with grievances of employees or for other Union business with the Corporation concerning CUPE Local 2380 without first obtaining permission from their immediate exempt supervisor. Such permission shall not be unreasonably denied.
- b) Subject to Article 21:03(a), the following conditions shall apply:
 - i) Paid leave shall be granted when meeting with the Corporation where the grievance(s) or other Union business concerns employees of the Corporation.
 - ii) Unpaid leave shall be granted where the grievance(s) or other Union business does not concern employees of the Corporation or when not meeting with the Corporation.
- c) The Union President and Vice President may each take up to one (1) day paid per month (7 hours for 35 hour work week and 8 hours for 40 hour work week)

to attend to matters of CUPE Local 2380 (Barrie Unit). The Union President and Vice President may request additional time as agreed to by the Director of Human Resources. Approval from their immediate exempt supervisor is required and is based on operational requirements.

21:04 **Leave to Attend Union Conventions and Meetings**

- a) Leave of absence without pay and without loss of seniority may be granted to an employee, upon written request to the employee's immediate exempt supervisor at least two (2) weeks prior to the requested leave along with written approval from a Union Executive Member, to attend Union conventions, seminars, CUPE Executive and Committee meetings, and meetings of CUPE's affiliated or chartered bodies. Approval of such leave, up to a maximum of two (2) employees per Branch at any given time, is subject to operational requirements and the need to ensure sufficient personnel are available to provide the required level of service. Such leave of absence shall not be unreasonably denied.
- b) The maximum number of days which shall be granted for each Agreement year is twenty (20) per person, to a total Bargaining Unit maximum of seventy-five (75) days in any Agreement year.
- c) In the case of an unpaid leave granted under Article 21:03 or 21:04(a), the Corporation shall continue to pay the employee(s) involved and shall bill the Union for the cost of salaries/wages and the Corporation's share of mandatory benefits (e.g. Employer Health Tax, CPP, EI, OMERS, WSIB).

21:05 **Leave for Jury Duty or Subpoenaed Witness Duty**

An employee who is called for jury summons, jury duty or who is subpoenaed as a witness in any court, shall receive their regular salary/wages and benefits during such period, provided the employee notifies their supervisor or designate as soon as possible and prior to their scheduled shift and deposits with the Director of Human Resources or designate the full amount of any compensation (excluding travel and meal allowances) received for such duty.

21:06 **Leave for Full-time Union Office**

- a) An employee elected, appointed or offered an appointment on a temporary basis as a salaried representative of the Canadian Union of Public Employees or of its affiliated bodies (The Ontario Federation of Labour or the Canadian Labour Congress) shall be granted a leave of absence without pay while so engaged, provided the Union gives the Corporation at least two weeks' notice prior to the commencement of the leave of absence.
- b) Such leave of absence shall be for a minimum of six (6) months and a maximum of two (2) years, unless extended by written agreement of the parties. Only one (1) employee may be on such leave at one time, and an employee may be granted only one (1) such leave during their employment with the Corporation. Seniority and service shall accumulate during such a leave.

- c) The Corporation will not pay the premiums of the benefit plans specified in Article 20 and will not grant (and, where applicable, will prorate) sick leave credits, vacation credits, paid holidays, safety footwear allowance, clothing allowance, tool allowance and any other benefits for an employee on such a leave of absence.

21:07 **Pregnancy and Parental Leave**

- a) Pregnancy and parental leave will be granted in accordance with the *Employment Standards Act* (the “Act”) of Ontario.
- b) Subject to the conditions set out in the *Act*, the *Act* provides up to seventeen (17) weeks of unpaid pregnancy leave, up to sixty-one (61) weeks of unpaid parental leave for an employee who takes pregnancy leave, and up to sixty-three (63) weeks of unpaid parental leave for a parent who does not take pregnancy leave. Parental leave must begin within seventy-eight (78) weeks after the child is born or comes into care of the parent. Generally, the parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- c) An employee shall give their immediate exempt supervisor as much advance written notice as possible, and at least two (2) weeks of written notice, of the date upon which the employee intends to commence the leave of absence. In the case of a pregnancy leave, a physician's certificate estimating the date of delivery must accompany the notice.
- d) While an employee is on pregnancy or parental leave;
 - i) They shall continue to be enrolled in the benefit plans set out in Article 20:01(a)(i), (ii), (iii), (iv) and d) and the Corporation shall continue to pay the cost of those plans.
 - ii) Upon returning to work, the employee may, for OMERS purposes, buy back the period of leave by making the appropriate employee contributions to OMERS in accordance with OMERS regulations. If the employee chooses to do this, the Corporation will pay the matching employer contributions to OMERS.
- e) A permanent full time employee who applies for and qualifies under Article 21:07 shall be approved for a supplemental payment for one period of eight (8) continuous weeks during either pregnancy or parental leave but not both.
 - i) The supplemental payment will be equal to seventy-five percent (75%) of the employee's weekly base wage in effect immediately prior to the pregnancy or parental leave, as applicable, less the weekly amount of Employment Insurance (EI) benefits received by the employee and is payable for up to eight (8) continuous weeks provided:

- The employee has completed at least twelve (12) months of continuous service with the Corporation on the date the leave is to commence;
- The employee qualifies for EI Pregnancy or Parental benefits and continues to receive EI benefits for the eight (8) week supplemental payment period;
- The supplemental payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55% of average weekly insurable earnings or, if lower, the maximum weekly EI benefit) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time (18 months) as may be permitted under the Employment Insurance Act.
- The supplemental payment to the employee will commence on the pay period after the employee provides the Corporation confirmation of the EI payment;
- The employee is required to provide confirmation of the EI payment every two (2) weeks for the duration of the benefit period;
- The supplemental payment does not cover any period during which the employee is not in receipt of EI benefits, including the one (1) week EI waiting period;
- The supplemental payment is subject to applicable payroll deductions.

ii) An employee, who was in receipt of a supplemental payment and fails to return from leave or who resigns from the employment of the Corporation within twelve (12) months from the date of their return from the leave, will be obligated to repay the Corporation all monies paid under the plan. In the event that the employee cannot return to work due to illness, the employee shall not be considered to have failed to return from the leave.

21:08 **Bereavement Leave**

- a) Paid leave of absence shall be granted to an employee for five (5) working days reasonably associated with the death of an employee's spouse or child/step child.
- b) Paid leave of absence shall be granted to an employee for four (4) working days reasonably associated with the death of an employee's parent/step parent, brother, sister, grandchild, grandparent, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or same relationship associated with common law.
- c) Paid leave of absence shall be granted to a permanent employee for one (1) working day to attend the funeral of the employee's aunt, uncle, niece, nephew, aunt-in-law, uncle-in-law or grandparent-in-law, or same relationship associated with common law.
- d) Except in exceptional circumstances, bereavement leave shall be taken proximate to the death, and in all cases, within twelve (12) months of the death occurring.

- e) Paid leave of absence shall be granted to a representative number of employees, with the specific employees to be designated by the Union, to attend the funeral of an employee employed in the appropriate department, with the permission of the appropriate department head, provided the operations of the division are not unduly disrupted.
- f) Notification for bereavement leave must be made to the employee's supervisor or designate as soon as possible and prior to their scheduled shift.
- g) Employees listed in Column A (35 Hour) or Column B (40 Hour) of Appendix A shall receive bereavement leave according to their scheduled working day at the time the leave is requested. For example, an employee working a ten (10) hour day would be granted the leave based on the working day being ten (10) hours. In addition, an employee working a five (5) hour day would be granted the leave based on the working day being five (5) hours.

ARTICLE 22 - HOURS OF WORK

EMPLOYEES EMPLOYED IN JOBS LISTED IN COLUMN B OF APPENDIX A

22:01 **Normal hours**

The normal hours of work for all employees employed in jobs listed in Column B of Appendix A shall average forty (40) hours per week.

22:02 **Standard Hours**

- a) The standard hours of work for all full-time employees employed in jobs listed in Column B of Appendix A other than those covered by Article 22:03 below shall not be changed except by mutual agreement of the parties and will be eight (8) hours per day, Monday through Friday, or forty (40) hours per week.

Starting Time	Lunch	Finishing Time
7:30 a.m.	½ hour (taken sometime between 11:30 a.m. and 1:30 p.m.)	4:00 p.m.

- b) When required, City-owned vehicles and equipment will remain in the vicinity of the job site during the half (1/2) hour lunch period. Employees may use a designated City vehicle to travel to a restaurant, park or City facility within the designated vicinity of the job site during their lunch period, but must inform their Foreperson or supervisor of the location. All travelling away from and back to the job site during the lunch period by an employee using any other means of transportation shall be done during the half (1/2) hour lunch period.
- c) Employees in job categories related to the construction industry (e.g., inspections, permit co-ordination, surveys, development services) may be

required to work more than eight (8) hours per day during the construction season. The Corporation may require that the majority of accumulated lieu-time be taken off during the winter months.

22:03 **Special or Rotating Shifts**

When a new special or rotating shift is required to be established, the appropriate non-union supervisor together with the permanent employees usually involved and a Union Representative, shall determine the schedule for the following working groups.

Notwithstanding the above, previously established schedules for special or rotating shifts shall be maintained between the appropriate non-union supervisor together with the permanent employees usually involved. Circumstances that would require the involvement of the union representative would include a new or regular ongoing shift, increase or decrease of hours per day/week or additional days being included in the schedule.

a) Inclusive of the following classifications and work areas:

- Street/Sidewalk Sweeping and Flushing Operators (excluding water main flushing)
- Landfill Operations Section
- Facilities (arenas, marina, pools, community centres, sports complex)
- Wastewater Treatment Facility (WwTF)
- Road Patrol
- Fleet Services Technicians
- Technician's Assistant and Wash Bay Attendants
- Marina Facilities Coordinator

b) Operations requiring more than one (1) shift, as determined by the Corporation, of eight (8) hours or more, will use when necessary, a rotating basis for determining the forty (40) hour week.

c) If a Facility Operator is required by their immediate exempt Supervisor or manager to remain in the facility during their meal period, the half (1/2) hour meal period shall be a paid meal period that forms part of the Facility Operator's standard hours.

d) For casual employees employed at the Barrie Community Sports Complex, the normal hours of work per day will be scheduled between the hours of 5:00 a.m. and 11:00 p.m. on any five (5) days of the week. The employee's two (2) days off shall be consecutive. No employee will be required to work split shifts.

e) The normal hours of work per day for any employee in meter servicing and water flushing shall be scheduled between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday and 7:30 a.m. and 4:00 p.m. on Saturday. No employee will be required to work split shifts.

- f) The normal hours of work per day for Storepersons shall be scheduled between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday with a half (1/2) hour lunch break. No employee will be required to work split shifts.
- g) The hours of work for the classifications of Venue Technical Coordinator and Venue Technician will be scheduled by the immediate exempt Supervisor based on the operational needs of the theatre and will be up to 40 hours per week and up to 12 hours per day.
- h) The normal hours of work for the FIMS Coordinator, Facility Services Coordinator, Facility Services Electrician, Facility Services HVAC Systems Mechanic and Facility Services Technician shall be eight (8) hours per day scheduled between the hours of 7:00 am and 6:00 pm, Monday through Friday with a half (1/2) hour lunch break. No employee will be required to work split shifts.

EMPLOYEES EMPLOYED IN JOBS LISTED IN COLUMN A OF APPENDIX A

22:04 **Normal hours**

Subject to Article 22:10 (Flexible Working Hours), the normal hours of work for all full-time employees employed in jobs listed in Column A of Appendix A [except those employees covered by Articles 22:06 (b), (c), (d), (e), (f) and (g)] shall be thirty-five (35) hours per week, seven hours per day, Monday to Friday.

22:05 **Standard Hours**

- a) The standard hours of work for all full-time employees employed in jobs listed in Column A of Appendix A other than those covered by Article 22:06 below will be seven (7) hours per day, Monday through Friday, thirty-five (35) hours per week:

Starting Time 8:30 a.m.	Lunch One hour (taken sometime between 12:00 noon and 2:00 p.m.)	Finishing Time 4:30 p.m.
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- b) The standard hours of work for all full-time employees employed in jobs listed in Column A of Appendix A and hired after June 7, 2004, other than those covered by Article 22:06 below will be seven (7) hours per day, Monday through Friday, thirty-five (35) hours per week:

Starting Time No earlier than 8:30 a.m.	Lunch One hour (taken sometime between 12:00 noon and 2:00 p.m.)	Finishing Time No later than 5:00 p.m.
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- 22:06 a) Employees in the following classifications are to work the hours indicated:
Monday to Friday

Courtroom Support Clerk

8:00 am to 4:00 pm.

1 hour lunch break

- b) In order to provide the municipal services established by City Council, employees in the following classifications may be required to work different hours from the hours of work set out in Article 22:05. The scheduled normal hours for such employees will consist of seven (7) hours per day and seventy (70) hours within the established fourteen (14) day pay period. The Corporation will give affected employees one (1) week's notice of any change to their scheduled normal hours. If the Corporation fails to give the required one week's notice to an employee, all hours worked outside the scheduled normal hours shall be considered overtime hours in accordance with Article 24:02 (c) until one (1) week has elapsed since notice was given to the employee of the change in scheduled normal hours. The Corporation will inform the Union of changes to the scheduled normal hours. Employees will not be required to work split shifts.

Community Events Coordinator
Events Assistant
Development Assistant
Facility Services Generalist
Municipal Law Enforcement Officers I & II* (hired after June 7, 2004)
Project Manager (MIX)
Recreation Programmer - Aquatics
Recreation Programmer
Venue Bookings Coordinator

(*Note: Employees hired prior to June 7, 2004 into the classifications marked with an asterisk may be scheduled to work in accordance with Article 22:06 (b) upon mutual agreement of the employee and the immediate exempt supervisor.)

- c) Employees in job categories related to the construction industry (e.g., inspections, permit co-ordination, surveys, development services) may be required to work more than seven (7) hours per day during the construction season. The Corporation may require that the majority of accumulated lieu-time be taken off during the winter months.
- d) The normal hours of work per day for Landfill Attendants shall be scheduled between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and 7:30 a.m. and 5:00 p.m. on Saturday. The schedule shall be established only after consultation and discussion with the employees involved. No employee will be required to work split shifts.
- e) By mutual agreement of the employee and the department head, a full-time employee employed in a job listed in Column A of Appendix A shall be permitted to adopt a normal work week of forty (40) hours instead of thirty-five (35) hours. The schedule of hours to be worked will be as mutually agreed by the employee and the department head. Overtime premiums will apply to all hours that such

an employee is required to work in excess of their regular scheduled hours. A forty (40) hour-per-week employee employed in a job listed in Column A of Appendix A shall be permitted to adopt a normal work week of thirty-five (35) hours by mutual agreement of the employee and the department head.

- f) Employees in economic development, waste reduction and information technology are occasionally required to work in the evenings and on Saturdays. The Corporation may assign any employee in those occupational categories hired after April 30, 2001 to work up to seventy (70) normal hours per calendar year, on Saturdays and/or in the evenings, outside the standard hours set out in Article 22:05. Such hours shall be established only after consultation with the employees involved, and only upon at least one (1) week's advance notice unless mutually agreed. No employee will be required to work split shifts.
- g) Operations requiring more than one (1) shift, as determined by the Corporation, of seven (7) hours or more, will use when necessary, a rotating basis for determining the thirty-five (35) hour week. The appropriate exempt supervisor, together with the permanent employees usually involved and a Union steward or a Union Official, shall determine the schedule of hours to be worked.

22:07 **Permanent Change to Hours of Work – Vacation Entitlement**

- a) Employees permanently moving from a working week of thirty-five (35) hours to forty (40) hours will have their earned vacation entitlements adjusted to ensure that they receive their full weekly vacation entitlement for the current period as per Article 17:01. For example, if an employee has a current earned vacation entitlement of four (4) weeks, equating to one hundred and forty (140) hours, as a result of working thirty (35) hours per week, then their current vacation entitlement would be adjusted to reflect four (4) weeks of entitlement based on forty (40) hours per week, or one hundred and sixty (160) hours for the current year.
- b) Employees permanently moving from a working week of forty (40) hours to thirty-five (35) hours will have their earned vacation entitlement adjusted to ensure that they receive their full weekly vacation entitlement for the current period as per Article 17:01. For example, if an employee has a current earned vacation entitlement of four (4) weeks, equating to one hundred and sixty (160) hours, as a result of working forty (40) hours per week, then their current vacation entitlement would be adjusted to reflect four (4) weeks of entitlement based on thirty-five (35) hours per week, or one hundred and forty (140) hours for the current year.
- c) Any vacation adjustments made will be based on the unused portion of the vacation entitlement hours in the employee's vacation bank.
- d) Adjustments will only be made on the existing earned vacation entitlements relating to the most recent vacation allotment and not on any approved carry

over or legacy vacation entitlements that may exist within the accumulated vacation entitlements.

22:08 **Permanent Change to Hours of Work – Sick Time Entitlement**

- a) Employees permanently moving from a working week of thirty-five (35) hours to forty (40) hours will have their sick leave credits adjusted to ensure that they receive their full annual sick leave credits for the current calendar year as per Article 18:02. For example, if an employee has used two (2) days' worth of the six (6) days' worth of sick leave credits for the current calendar year, the remaining four (4) days' worth of sick leave credits as a result of working thirty-five (35) hours per week, seven (7) hours per day, would be adjusted to reflect the credits based on forty (40) hours per week, eight (8) hours per day.
- b) Employees permanently moving from a working week of forty (40) hours to thirty-five (35) hours will have their sick leave credits adjusted to ensure that they receive their full annual sick leave credits for the current calendar year as per Article 18:02. For example, if an employee has used two (2) days' worth of the six (6) days' worth of sick leave credits for the current calendar year, the remaining four (4) days' worth of sick leave credits as a result of working forty (40) hours per week, eight (8) hours per day, would be adjusted to reflect the credits based on thirty-five (35) hours per week, seven (7) hours per day.
- c) Any sick leave credit adjustment made will be based on the unused portion of the sick leave credits for the current calendar year and the date the employee is permanently moved to a thirty-five (35) or forty (40) hour work week.
- d) Adjustments will only be made on the current year's sick leave credits and not on any carry over that may exist within the accumulated sick leave credits.

22:09 Adjustments do not apply to lieu or standby lieu time banks. The one (1) day floating Holiday will be adjusted by one hour either way, if unused at the time of the permanent change.

22:10 **Flexible Working Hours**

a) **Purpose**

The purpose of the Flexible Working Hours System is to provide choices, within certain guidelines, as to when work can best be performed to the mutual benefit of the Corporation and employees. This System has been implemented in the belief that allowing flexible working hours improves employees' working conditions and morale, better utilizes the organization's human resources, and improves operational efficiency.

b) **Overriding Principle**

There is an essential ingredient of the Flexible Working Hours System that overrides all other considerations: job responsibility. The job must not suffer, nor must the other jobs in the organization. The primary consideration for all

departments is providing high-quality and efficient municipal services. A flexible working hours arrangement shall not be permitted if it would diminish the level or quality of service to the public, if it would result in an additional cost to the Corporation (e.g. in overtime pay), or if it would adversely affect other employees.

- c) Subject to the approval of the department head, an employee may make arrangements to work other than the standard hours. A department head's denial of an employee's request to work flexible hours shall not be the subject of a grievance.
 - d) An employee's lunch period must be at least one-half (1/2) hour long, but no more than two (2) hours long.
 - e) Overtime premiums will apply to all hours that an employee is required to work in excess of their regular scheduled hours.
 - f) A flexible working hour's arrangement that deviates from the foregoing is subject to the mutual agreement of the employee and the department head.
 - g) No employee will be required to work flexible working hours.
 - h) A flexible working hour's arrangement may be modified by mutual agreement of the employee and the department head.
 - i) A flexible working hour's arrangement may be discontinued upon at least one (1) week's written notice by either the employee or the department head.
 - j) The Corporation will provide the Union with details of any on-going flexible working hour's arrangement.
- 22:11 In the interest of personal and public safety, the Corporation retains the right to limit the number of consecutive hours worked in excess of twelve (12) hours.
- 22:12 Each employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first and second half of a shift, which shall be taken in the vicinity of the job site, unless otherwise approved.
- 22:13 a) In accordance with s. 17(2) of the *ESA, 2000*, the Union consents to employees working extra hours beyond the employee's regular work day to the maximum of thirteen (13) hours during the municipal election week, subject to the overtime provisions in the collective agreement.
- b) Also in accordance with s. 17(2) of the *ESA, 2000*, the Union consents to employees working extra hours beyond forty-eight (48) hours in a work week to a maximum of sixty (60) hours during the municipal election week, subject to the overtime provisions in the collective agreement.

- 22:14 a) In accordance with s. 17(2) of the *ESA, 2000*, the Union consents to employees working extra hours beyond the employee's regular work day to the maximum permissible by the *ESA, 2000*, subject to the overtime provisions in Article 24.
- b) Also in accordance with s. 17(2) of the *ESA, 2000*, the Union consents to employees working extra hours beyond forty-eight (48) hours in a work week to a maximum of sixty (60) hours, subject to the overtime provisions in Article 24.
- c) In accordance with s. 18(3) of the *ESA, 2000*, the Union consents to employees receiving fewer than eight (8) hours between shifts, where the collective agreement and *ESA, 2000* provisions would permit this.
- d) For the purposes of s. 17(1)(a) of the *ESA, 2000*, the regular work day for Road Patrolpersons, as designated by the Corporation, consists of up to twelve (12) hours per shift. In accordance with s. 17(2) of the *ESA, 2000*, the Union consents to Road Patrolpersons working extra hours beyond twelve (12) hours in a day.

ARTICLE 23 - SALARIES AND WAGES

23:01 The Corporation shall pay salaries and wages on a bi-weekly basis, in accordance with Appendices "B" and "C" attached hereto and forming part of this Agreement.

23:02 For each pay period, an employee will be provided with an itemized statement of their earnings and deductions.

23:03 Corporation Initiated Temporary Transfers and Appointments

- a) When an employee is temporarily transferred by the Corporation to a position in a lower-paying job classification (e.g. to replace an absent employee), the employee shall continue to be paid at their regular rate, unless the employee accepts redeployment by the Corporation to a position in a lower paying job classification in lieu of being displaced pursuant to Article 15:01, in which case the employee shall receive the rate of pay for the new job classification.
- b) When an employee is temporarily transferred by the Corporation to a position in a higher-paying job classification, either inside or outside the Bargaining Unit, the employee shall be paid at the step in the higher paying range that, if annualized, corresponds to a raise of at least \$2,000 per year, effective upon commencement of the duties of the temporary transfer, provided that:
- i) the employee is transferred to a position in a job listed in Column B of Appendix A – forty (40) hours per week, for at least two (2) consecutive working hours; or
 - ii) the employee is transferred to a position in a job listed in Column A of Appendix A – thirty-five (35) hours per week, for at least seven (7) consecutive working hours.

- c) Employees on a temporary transfer greater than four (4) weeks in duration are entitled to receive the corresponding hourly rate defined by Article 23:03 (a) or (b) during the approved time away from the position (e.g. vacations), for the duration of the temporary transfer with the exception of the provisions outlined in Article 20:01 (c) Short Term Disability Benefit.

23:04 **Employee Initiated Temporary Transfers and Appointments**

- a) When an employee requests or competes for a temporary assignment and has been successful for a position within a job classification with a lower-paying range, they shall be paid the lower job classification rate effective upon commencement of the duties of the temporary assignment.
- b) When an employee requests or competes for a temporary assignment and has been successful for a position in a job classification with a higher-paying range, they shall be paid at the step in the higher paying range that, if annualized, corresponds to a raise of at least \$2,000 per year, effective upon commencement of the duties of the temporary assignment.
- c) Employees on a temporary assignment greater than four (4) weeks in duration are entitled to receive the corresponding hourly rate defined by 23:04 (a) or (b) during approved time away from the position (e.g. vacations), for the duration of the temporary assignment with the exception of the provisions outlined in Article 20:01 (c) Short Term Disability Benefit.

23:05 **Step Increases**

- a) Subject to satisfactory performance, a permanent employee's step increase shall become effective on their anniversary date.
- b) Subject to satisfactory performance, a casual or temporary employee (except a co-op student) will receive a step increase upon the completion of a total of twelve (12) cumulative months of employment in the same position. Time worked towards eligibility for the step increase must be worked within the previous three (3) year period.
- c) Should the associate documentation not be submitted to initiate the step increase by the anniversary date, the step increase will be processed, with the exception of employees on approved leaves of absence.
- d) If an employee is denied a step increase, the Corporation shall so inform the Union in writing at the same time that notice is given to the employee, and a grievance may be filed at Step 3 of the grievance procedure.

23:06 **Permanent Promotions**

If an employee is permanently promoted to a position in a higher pay level, their pay rate will be increased to the appropriate step in the new pay range that, if annualized, will ensure a raise of at least \$2,000 per year provided the employee meets all the required qualifications of the position. The promotional date shall

become the new anniversary date for the purposes of step increases under Article 23:05.

23:07 Should the calculation of the transfer or promotion in accordance with Article 23 not bring the employee to the applicable step that they held previous in the same classification, the employee would be placed at the previous step achieved in the classification upon the effective date of the new promotion or transfer. The direct work experience and rate of pay in the classification must have taken place within two (2) years of the new promotion or transfer.

23:08 **Shift Premium**

If an employee works a shift, the majority of whose hours fall outside the hours of 7:00 a.m. and 4:30 p.m., Monday to Friday, the employee shall receive a shift premium as per below effective date of ratification, in addition to their regular hourly rate, for all hours worked in the shift below. Shift premium is not payable in addition to overtime premium.

Effective Ratification	Shift Premium per hour
Weekday Evenings (4 pm – 12 am)	\$1.25
Weekday Overnights (12 am – 7 am)	\$2.00
Weekend Days (7 am – 4 pm)	\$1.25
Weekend Evenings (4 pm – 12 am)	\$1.75
Weekend Overnights (12 am – 7 am)	\$2.50

For the purposes of this article, the weekend commences at 12 am Saturday morning and would end on 12 am Monday morning.

23:09 Subject to Article 24:02(d), Road Patrolpersons will be compensated at a fixed forty (40) hours per week, which recognizes the average work week in the sixteen (16) week variable shift rotation. Any overpayment of wages will be deducted from a subsequent paycheck.

23:10 **Competent Person (Worker In Charge) Premium**

- a) For those employees who do not have Competent Person (Worker in Charge) duties or responsibilities identified in their corresponding job description, the Corporation will provide an alternate rate payment of \$3.00 per hour to employees assigned to the role of “Competent Person (Worker in Charge)” for the purposes of trenching and confined space entry as assigned by the supervisor (or designate).
- b) This role assignment of “Competent Person (Worker in Charge)” will be solely determined by the supervisor (or designate), will be selected based on qualifications of the employees working in the area, and will not necessarily be selected on the basis of seniority.
- c) The employee assigned will not refuse the assignment and will ensure that the associated permits and documentation are completed correctly and that the

work is completed in a manner that adheres to the *Occupational Health and Safety Act* as well as all related corporate policies and procedures.

ARTICLE 24 - OVERTIME

- 24:01 The Union recognizes that overtime may be necessary and is part of the job. An employee must have prior approval to work overtime from their immediate exempt supervisor or designate.
- 24:02 a) No overtime premium will be payable to an employee if the overtime worked beyond any single shift is less than fifteen (15) minutes.
- b) Except as provided for in Articles 24:02 (d), 24:03 and 24:04, employees shall be compensated at the rate of time and one half (1/2) for overtime worked outside of the normal hours of work set out in Article 22. No employee shall be required to layoff to compensate for overtime; however, the Corporation may limit the number of consecutive hours worked by an employee in accordance with Article 22:10.
- c) For the purpose of Article 24:02 (b), the following shall be considered hours worked "outside the normal hours of work":
- i) Hours worked in excess of the standard eight (8) hours per day by an employee covered by Article 22:02.
 - ii) Hours worked in excess of the regularly scheduled average of forty (40) hours per week by an employee covered by Article 22:03.
 - iii) Hours worked in excess of the normal daily hours by an employee covered by Article 22:05, 22:06(a), 22:06(b) or 22:06(d).
- d) Notwithstanding Article 24:02(c) above, as permitted by s. 22 of the ESA, 2000 and s. 30 of O.Reg. 285/01, the hours of work for Road Patrolpersons shall be averaged over a period of sixteen (16) consecutive weeks as per the schedule determined in accordance with Article 22:03(a)(Road Patrol) for the purposes of determining the employee's entitlement, if any, to overtime pay. Any hours worked in excess of the regularly scheduled average of six hundred and forty (640) hours in a sixteen (16) consecutive week period will be reconciled at the applicable overtime rate.
- 24:03 a) With the exception of those employees covered by Articles 22:03 and 22:06 (b) and (c) who are normally required to work on a Saturday or a Sunday,
- i) an employee in a job listed in Column B of Appendix A shall be compensated at time and one-half for overtime worked on a Saturday;
 - ii) an employee in a job listed in Column A of Appendix A shall be compensated at double time for overtime worked on a Saturday;
 - iii) all employees shall be compensated at double time for overtime worked on a Sunday.
- b) An employee covered by Article 22:06 (b) shall be compensated at double time for overtime worked on their scheduled day off.

- c) Co-op students will be paid overtime in accordance with the *Employment Standards Act*.

24:04 An employee required to work on a paid holiday as defined in Article 16 shall be compensated, in addition to holiday pay, at double time for all hours worked on the holiday.

24:05 **Call-Outs**

- a) On any call-out, a minimum of two (2) hours at the applicable overtime rate shall be paid, except as outlined in (d). Such two (2) hours shall be applied against the actual number of hours worked by an employee. The hours of work for any call-out shall commence from the time an employee reaches their normal job starting location.
- b) If an employee receives another call-out while working on the initial call-out, the additional call-out shall be considered to be a continuation of the first call-out.
- c) An employee cannot claim more than one (1) call-out in the same paid call out period.
- d) Should an employee be able to complete the required work through remote access i.e. telephone or computer, the amount of call-out pay is reduced to a minimum payment of thirty (30) minutes at the applicable overtime rate.

24:06 Overtime opportunities will be distributed in a fair and reasonable manner in accordance with established Departmental and/or Branch written procedures.

24:07 **Meal Allowance**

If an employee is required to work four (4) continuous hours or more of overtime, the Corporation shall pay the employee a meal allowance of eight dollars (\$8.00). If an employee is required to work eight (8) continuous hours or more of overtime (excluding unpaid breaks), the Corporation shall pay the employee a second meal allowance of eight dollars (\$8.00). A meal allowance shall not be paid if a meal is supplied.

24:08 **Lieu Time**

- a) Subject to paragraph (c) below, an employee may choose, in lieu of payment, to bank earned overtime at the appropriate overtime rate. The employee shall indicate their choice at the time the overtime is assigned.
- b) Subject to paragraph (d) below, banked overtime must be taken in lieu time off, at the employee's current regular rate of pay, at a time or times mutually agreed upon by the employee and the appropriate exempt supervisor.

- c) An employee may be permitted to carry more than sixty (60) hours' worth of overtime credits in their bank only with the approval of the appropriate branch manager.
- d) At the discretion of the department head, banked overtime credits may be paid out to the employee on the last pay day in December at the employee's regular rate as of that date. By mutual agreement of the employee and the department head, banked overtime credits may be paid out to the employee on an earlier pay day in the year at the employee's regular rate as of the date of the pay-out.

24:09 **Stand-by Pay**

Employees required to be on stand-by will receive a flat rate of \$225 per week (Monday through Sunday) for stand-by upon ratification of the agreement. Should an employee be on stand-by for less than a full week at a time, then the entitlement to stand-by pay is in accordance with the actual number of days they were on stand-by on a prorated basis. For example, should an employee be on stand-by for only 4 days, then they would receive $\$225/7 \times 4$.

- 24:10 a) Employees who are assigned stand-by responsibilities have the option to receive stand-by pay in accordance with Article 24:09 or to bank the equivalent of one (1) full day of work for one week (Monday through Sunday) on stand-by. Should an employee be on stand-by for less than a full week at a time, then the entitlement to stand-by lieu is in accordance with the actual number of days they were on stand-by on a prorated basis.
- b) A maximum of forty (40) hours can be carried in the stand-by lieu time bank at any one time and banked hours have no cash surrender value.
 - c) The banked stand-by lieu time must be taken as time off, at the employee's regular rate of pay, at a time or times mutually agreed upon by the employee and the appropriate exempt supervisor.

ARTICLE 25 - LABOUR-MANAGEMENT RELATIONS

25:01 **Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation, without proper authorization of the Union. The Union shall notify the Corporation in writing of the names and positions of all officers and stewards, members of the Grievance Committee and members of the Bargaining Committee. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

25:02 **Bargaining Committee**

- a) A Bargaining Committee shall be appointed and shall consist of not more than five (5) members of the Corporation, as appointees of the Corporation, and not more than five (5) members of the Union, as appointees of the Union.

b) **Function of Bargaining Committee**

This Committee will meet at times mutually agreed to by both parties to discuss renewal and/or modifications of this Agreement.

c) **Time Off for Meetings**

Any representative of the Union on the Bargaining Committee, who is in the employ of the Corporation, shall have the privilege of attending Bargaining Committee meetings held within working hours without loss of base pay.

25:03 **Special Representation**

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. The Corporation shall also have the right to special assistance when dealing or negotiating with the Union.

25:04 **Labour-Management Committee**

The Corporation and the Union shall ensure that a Labour Management Committee is maintained and the parties shall follow the Terms of Reference for the Labour Management Committee as outlined in Appendix D of the Collective Agreement.

25:05 **Union Communication**

- a) The Corporation shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- b) For the purpose of notices of meetings and items deemed important by the Union, and as approved by the Director of Human Resources, the Union may utilize the corporate e-mail system up to a maximum of twelve(12) times per calendar year.

25:06 **No Strike or Lock-Out During Term of Agreement**

No strike or lock-out shall occur during the term of this Agreement.

ARTICLE 26 - SAFETY AND WELLNESS

26:01 Joint Health and Safety Committee

- a) The Corporation and Union shall ensure that a Joint Health and Safety Committee is maintained and the parties shall follow the Terms of Reference for the Joint Health and Safety Committee as outlined in Appendix E of the Collective Agreement.
- b) The duties, responsibilities, powers and functions of the Committee shall be as set out in the *Occupational Health and Safety Act*, as amended from time to time.

26:02 In the case of a work-related injury to or occupational illness of an employee, the Corporation will provide to the employee a copy of the WSIB Form 7 (Employer's Report of Injury/Disease), and will promptly provide to the Union, through the Joint Health and Safety Committee, a copy of an accident report.

26:03 Upon submission of a valid, original receipt, the Corporation shall reimburse a permanent employee for 100% of the cost that the employee has incurred while a permanent employee in order to purchase a smoking-cessation product (prescription medication or patch) that has been prescribed by a physician for the employee. No employee shall be entitled to reimbursement under this Article for more than one course of continuous treatment.

26:04 Vaccinations

- a) The Corporation shall pay 100% of the cost of Hepatitis 'A' and 'B' vaccinations for those employees covered by Article 20:01 (a) (i). Coverage and payment shall be as set out by, and administered through, the Corporation's extended health care provider. Hepatitis 'A' and 'B' vaccines are voluntary.
- b) The Corporation shall pay 100% of the cost of Hepatitis 'A' and 'B' vaccinations for those employees not covered by Article 20:01 (a) (i) who are exposed to risks. The cost to the Corporation shall not exceed the cost of providing the vaccines through the Corporation's extended health care provider.
- c) The Corporation shall pay 100% of the cost of Anti-Rabies vaccinations for employees in the classification of MLEO I.

26:05 Workplace Accommodations – Non Occupational Disability

- a) An employee who has been temporarily incapacitated by injury or disablement and is unable to perform their regular duties, may be employed in other work which the employee can perform. The employee shall be granted wage protection at their pre-disability level of pay for their home position for the duration of the temporary accommodation.
- b) An employee who is no longer capable of performing their duties by reason of permanent disability will be reviewed for temporary accommodation until Article

26:05 (c) or (d) addresses the circumstances. The employee shall be granted wage protection at their pre-disability level of pay for their home position for the duration of the temporary accommodation

- c) An employee who is no longer capable of performing their duties by reason of permanent disability may be placed in a vacant position in the same pay level on the recommendation of the Director of Human Resources or designate without regard to Article 13. The employee must be deemed by the Corporation to be qualified for the position.
- d) Notwithstanding (c), an employee who is no longer capable of performing their duties, as determined by the Director of Human Resources or designate, by reason of permanent disability and is not able to be placed in a position in the same pay level, the following conditions shall apply:
 - i. The employee shall be placed in a vacant position and paid at the corresponding pay level as set out in Appendix B on the recommendation of the Director of Human Resources or designate without regard to Article 13. The employee must be deemed by the Corporation to be qualified for the position.
 - ii. Should the position be a lower level position, the employee's wage rate shall be frozen and not be subject to any wage increases or decreases for a period of six (6) months from the date of permanent accommodation.
- e) Once an employee is permanently placed in an alternate position, the Corporation is deemed to have fulfilled its obligations with respect to the accommodation process.
- f) In the event that a request for job evaluation has been submitted for the employee's pre-disability position, the following will apply:
 - i. In the cases of (a) and (b), the hourly rate will be adjusted in accordance with the results of the evaluation along with any retroactive payment owing.
 - ii. In the cases of (c) and (d), the employee would be provided a retroactive payment for any time worked between submission of reconsideration and permanent placement.

26:06 **Workplace Accommodations – Occupational Disability**

Workplace accommodations related to occupational disabilities will be in accordance with the Worker's Safety and Insurance Act.

ARTICLE 27 - SAFETY FOOTWEAR, CLOTHING AND TOOL ALLOWANCES

27:01 Safety Footwear Allowance

- a) Subject to Articles 21 and 27:01 (c), the Corporation shall make the following payments, on the last pay day of each year, towards the purchase of safety footwear by probationary and permanent employees in the following jobs who were required by the Corporation to wear safety footwear as at December 1 of that year:
 - i) \$160 every year for those classifications on Appendix A with the notation ¹.
 - ii) \$160 every two years for those classifications on Appendix A with the notation ².
 - iii) \$160 every three years for those classifications on Appendix A with the notation ³.
- b) If an employee in a newly-created job is required to wear safety footwear as a condition of employment with the Corporation, or if changes occur regarding the requirement for an employee to wear safety footwear, the parties may negotiate a safety footwear payment for the employee. If the parties are unable to agree, such dispute may be submitted to grievance at Step 3 and, if requested, arbitration.
- c) A temporary or casual employee in a job listed in Article 27:01 (a) shall receive an allowance, for the purchase of safety footwear as follows:
 - i) on the first pay day after January 1, \$11.25 for each full month of service in the 12-month period prior to January 1 and;
 - ii) upon termination of employment, \$11.25 for each full month of service between January 1 and the date of termination.

27:02 Clothing Allowance

- a) Subject to Article 21 and 27:02 (c), the Corporation will pay to each permanent employee in a job listed in italics in Appendix A, on the last pay day of each year, an allowance of \$60 for the purchase of work clothing.
- b) A temporary or casual employee in a job listed in Article 27:02 (a) shall receive an allowance of \$5.00 for each month of service, for the purchase of work clothing.
- c) Where the Corporation requires a uniform to be worn, the Corporation shall supply such uniform in accordance with the Corporation's policy. If an employee is provided with a uniform, they will not be entitled to the clothing allowance.

27:03 **Tool Allowance**

Subject to Article 21, all permanent employees in the job of Fleet Services Technician, shall be reimbursed, upon proof of purchase, a tool allowance up to a maximum of \$700 per year. Receipts shall be submitted no later than December 1st of each year.

27:04 As a condition of the payment of the allowances pursuant to Articles 27:01, 27:02 and 27:03, each employee so paid should maintain safety footwear, work clothing and tools in good condition.

ARTICLE 28 - TRAVEL REIMBURSEMENT AND PARKING

- 28:01 a) Employees required to drive their own vehicles on City business will be reimbursed for such driving at the appropriate mileage rate approved by the Corporation.
- b) Employees in specific job classifications, as determined at the sole discretion of the applicable General Manager, are eligible for 10¢/km “rough-use premium” if they are required, as a condition of their employment, to drive their own vehicles on construction sites on a frequent, regular and on-going basis.

28:02 **Parking**

- a) The Corporation shall afford employees whose primary place of work is 70 Collier Street or 56 Mulcaster (City Hall) a subsidy equivalent to 50% off of a regular monthly parking pass for all City-owned green and yellow parking lots effective ratification or 50% off of a regular annual parking pass for all City-owned green and yellow parking lots effective ratification. Such subsidy will be deemed a taxable benefit.
- b) Permits for such purpose shall be issued by the Corporation upon completion of an election form by the employee and its use is explicitly intended for the employee only.

28:03 **Personal Vehicle Insurance**

The Corporation will reimburse employees to a maximum of \$1000 for damages not covered by their personal vehicle insurance or any other third party, if another person causes intentional or unintentional damage either as a result of a person breaking into their car to steal City equipment during the employee’s working hours or while the employee is conducting enforcement or inspection related business during the employee’s working hours. Proof of the timing and circumstances acceptable to the Corporation, personal vehicle insurance information, as well as the receipt from the repairs made are required.

28:04 **Transit Passes**

- a) Effective ratification, the Corporation shall afford employees a subsidy equivalent of 50% off of a regular monthly transit pass. Such subsidy will be deemed a taxable benefit.
- b) Permits for such purpose shall be issued by the Corporation upon completion of an election form by the employee and its use is explicitly intended for the employee only.

ARTICLE 29 - JOB CLASSIFICATIONS

29:01 The Corporation shall maintain job descriptions for all jobs listed in Appendix A attached hereto and forming part of this Agreement. No existing job shall be eliminated or changed without prior discussion with the Union as per the Labour Management Committee Terms of Reference.

29:02 The Corporation and Union agree to discuss non-standard hours of work and allowances required for any new positions added to Appendix A. The parties must come to mutual agreement and shall not be unreasonably denied.

29:03 Appendix A will be considered a continually evolving document for the duration of the agreement. While the copy of the Appendix A contained in this agreement represents the document at date of ratification, the parties agree that updated versions of Appendix A will be brought to Labour-Management Committee meetings for review by both parties. Updates from the last version of Appendix A will be discussed, and if neither party notes any errors, the updated version will be posted on the corporate intranet and will subsequently be considered the official version of Appendix A.

29:04 Each position that has a separate job description will be considered a separate "job classification" for the purposes of Articles 13 and Appendix F - Job Evaluation Terms of Reference (Article 8).

29:05 **Joint Job Evaluation Committee**

- a) The parties shall ensure that a Joint Job Evaluation Committee (JJEC) is maintained. The mandate, general principles, process, review of decisions, and dispute resolution mechanism of the JJEC, related to the program and its processes, shall be as set out in the agreed to Terms of Reference as outlined in Appendix F of the Collective Agreement.
- b) Should the incumbent(s), member of the union executive or management disagree with the results of an appeal, a formal complaint may be submitted to grievance at Step 3 of the grievance procedure.

ARTICLE 30 - TRAINING AND DEVELOPMENT

- 30:01 a) When the Corporation deems it necessary; it shall provide suitable training, both on and off the job, at its expense, so that all employees within a particular job may have the equal opportunity to obtain all certificates and/or licenses to work at their particular job. Employees interested in taking advantage of such training shall notify their exempt supervisor in writing.
- b) Upon submission of a valid, original receipt, the Corporation shall reimburse a permanent employee for the full cost that the employee has incurred while a permanent employee in order to obtain or maintain a trade licence, certificate, or membership in a professional organization, that is a required qualification of the job. The term "trade licence or certificate" does not include a driver's licence, air-brake or other endorsement, vehicle registration permit, nor any form of insurance.
- c) The Corporation will undertake to provide the means for certification, at the Corporation's expense, for air-brake (Z) endorsement for those employees who are required by the Corporation to have this endorsement.
- d) Employees may request reimbursement for other training and development opportunities in accordance with the Corporation's Policies.

ARTICLE 31- RETROACTIVITY

- 31:01 If the signing of this Agreement takes place after the termination of the previous Collective Agreement, all those employees employed by the Corporation on the date of signing of this Agreement shall receive full retroactive increase in pay and benefits, unless otherwise agreed to by the parties. Any employee who retired between the termination of the previous Collective Agreement and the ratification of this Agreement shall receive full retroactive increase in pay.

ARTICLE 32 - JOB SECURITY

- 32:01 The Corporation shall continue to determine the methods through which services are to be provided. If and when the Corporation alters a method or methods now in effect, no permanent employee with at least two (2) years of seniority will have their employment terminated.
- 32:02 The Corporation shall provide sixty (60) days written notice of, and shall discuss with the Union any change to the methods through which services are to be provided that result in the reduction of the complement of permanent employees.
- 32:03 In the event that the Corporation merges or amalgamates with another employer, the Corporation shall meet and consult with the Union.

ARTICLE 33 - COPIES OF AGREEMENT

33:01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Union and the Corporation shall share equally the cost of printing sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 34 - DURATION OF AGREEMENT

34:01 This Agreement shall become effective as of January 1, 2021 and shall remain in force and effect until June 30, 2022. This Agreement shall be automatically renewed effective July 1, 2022, unless notice is given by either party to the other by registered mail within the three (3) month period prior to June 30, 2022. In the event that notice is given, negotiations shall begin within thirty (30) days following receipt of notification with the exchange of proposals, followed by meetings at such times as are mutually agreed to by the parties.

34:02 a) The parties agree that the attached Appendices (with the exception of Appendix B – Pay Scale) will be reviewed on a regular basis and at a minimum of once annually. Should changes to any of the Appendices be required, they shall be done with the mutual agreement of the parties, including co-chairs where applicable, and updated accordingly.

b) The parties may enter into letters of understanding upon mutual agreement to address matters that may arise during the life of the agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 13th day of May, 2021.

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL
2380
(CITY OF BARRIE UNIT)**



Mike Murphy, CUPE Local 2380 President



Shawn Chiasson, CUPE Local 2380
Barrie Unit Chair

**FOR THE CORPORATION OF
THE CITY OF BARRIE**



Jeff Lehman, Mayor



Wendy Cooke, City Clerk

AUTHORIZED BY BY-LAW NO. 2021-031
PASSED BY THE COUNCIL OF THE
CORPORATION OF THE CITY OF BARRIE
ON MARCH 22, 2021.

**APPENDIX A
JOB CLASSIFICATIONS**

LEVEL	JOB CLASSIFICATION	
	COLUMN A (35 HOURS)	COLUMN B (40 HOURS)
1	Data Entry Clerk	Labourer ¹ Technician's Assistant ¹
2	Mail Room Operator Office Support Clerk Revenue Support Clerk	Assistant Storeperson ² Driver ¹ Forestry Learner ¹
3	Accounting Clerk II (Accounts Payable) Accounting Clerk II (Invoicing and Billing) Allocation Administrator Committee Support Clerk Events Assistant ^T Facility Services Generalist ¹ Information Management and Privacy Assistant Landfill Attendant ¹ Operations Support Administrator (Environmental) Operations Support Administrator (Water) Print Technician Venue Support Administrator ^T	Facility Operator 3 ¹ Horticulture Assistant ^{1T} Landfill Operations Attendant ¹ Parks Maintenance Attendant ¹ Recreation Sports Field Operator ^{1T} Regulatory Compliance Technician ¹ Water Utilities Program Clerk
4	Accounting Clerk I (Accounts Receivable / General Accounting) Court Administration Clerk Courtroom Support Clerk Enforcement Services Clerk Environmental Outreach Programmer ² Fire Support Administrator Information Management and Privacy Administrator Project Technician ² Prosecutions Clerk Prosecutions Clerk (Bilingual) Purchasing Clerk Revenue Customer Service Representative Service Barrie Customer Service Representative Service Barrie Systems and Support Administrator Technical Clerk Transit Revenue Administrator Transportation Technician ^{2T} Venue Bookings Coordinator ^T Youth Programs Coordinator	CMMS Coordinator ¹ Operator 2 – Specialized Vehicle ¹ Operator Class I – WwTF ¹ Right-of-Way Activity (ROWA) Technician ¹ Traffic Systems Operator ¹ Water Works Operator ¹
5	Agreements Officer Court Administration Financial Clerk Junior Buyer Municipal Law Enforcement Officer II ¹ Revenue Billing Technician (Tax) Revenue Billing Technician (Water) Secretary Treasurer, Committee of Adjustment ³ Senior Court Administration Clerk Small Business Consultant ^T Water Billing Analyst	Chemical and Material Coordinator ¹ Facility Operator 2 ¹ Facility Services Technician ¹ Forestry Journeyperson 2 ¹ Gardener ¹ Landfill Systems Operator ¹ Maintenance Operator 1 – WwTF ¹ Operator 1 – Heavy Equipment (Roads) ¹ Parking and Transit Control Technician ¹ Road Operations Lead Hand ¹ Storeperson (Operations) ¹ Storeperson (Water Operations) ¹ Utilities Technician ¹ Venue Technical Coordinator ^{1T} Venue Technician ^T Water Quality Distribution Operator Class II ¹

LEVEL	JOB CLASSIFICATION	
	COLUMN A (35 HOURS)	COLUMN B (40 HOURS)
6	<p>Assessment Analyst Building Official¹ Building Projects Coordinator Development Charges Administrator Development Services Technologist² Facilities Technologist GIS Specialist³ Information Management and Privacy Analyst Law Clerk Operations Coordinator, Service Barrie^T Project Technologist² Project Technologist (Construction)² Recreation Programmer Recreation Programmer (Aquatics) Registration Administrator and Data Analyst Service Desk Specialist Tangible Capital Analyst Zoning Officer¹</p>	<p><i>Facility Operator 1¹</i> <i>Forestry Journeyperson 1¹</i> <i>Grower¹</i> Laboratory Technician (Water)¹ <i>Operator 1 - Wastewater Collections¹</i> <i>Operator Class II -WwTF¹</i> <i>Parks and Forestry Program Coordinator¹</i> <i>Parks Maintenance Technician¹</i> <i>Right-of-Way Activity (ROWA) Inspector¹</i> <i>Road Patrolperson¹</i> <i>Traffic Tradesperson¹</i> <i>Water Distribution Operator Class II¹</i></p>
7	<p>Business Performance Coordinator^T Climate Change Coordinator^{3T} Engineering Records Coordinator³ Environmental Officer¹ Infrastructure Technologist² Intermediate Project Technologist² Municipal Law Enforcement Officer I¹ Planning Services Technical Coordinator³ Plans Examiner I Policy and Standards Technologist² Policy Coordinator (CCI)^T Property Standards Officer¹ Recreation Analyst Recreation Programmer (Inclusion) Risk Management Inspector Transit Coordinator (Specialized Transit and Policy Development)³ Transportation Operations Technologist² Transportation Systems Technologist² Waste Reduction Coordinator²</p>	<p>Building Inspector I¹ Facility Services Electrician¹ Facilities Services HVAC Systems Mechanic¹ FIMS Coordinator <i>Fleet Services Technician¹</i> <i>IMS Coordinator¹</i> Laboratory Technician (Wastewater)¹ <i>Landfill Systems Technologist¹</i> <i>Maintenance Operator Class II – WwTF¹</i> <i>Maintenance Operator III – Electrical – WwTF¹</i> <i>Maintenance Operator III – Mechanical – WwTF¹</i> Marina Facilities Coordinator¹ <i>Operations Project Coordinator (Wastewater)¹</i> <i>Operations Project Coordinator (Water)¹</i> <i>Operator Class III – WwTF¹</i> <i>Outdoor Facility Coordinator¹</i> <i>Parking and Transit Control Coordinator¹</i> <i>Utilities Instrument Technician¹</i></p>
8	<p>Business Services Analyst Community Events Coordinator Energy Management Coordinator³ Investment Coordinator Project Controls Coordinator Senior Environmental Officer¹ Senior Municipal Law Enforcement Officer¹ Transit Operations Planner³</p>	<p><i>Backflow Prevention Program Coordinator¹</i> <i>Engineering Inspector¹</i> <i>Facility Operations Coordinator¹</i> Facility Services Coordinator¹ <i>Senior Water Works Operator¹</i> <i>Water Distribution Services Project Operator¹</i> <i>Water Services Field Coordinator¹</i></p>

LEVEL	JOB CLASSIFICATION	
	COLUMN A (35 HOURS)	COLUMN B (40 HOURS)
9	Culture Officer (Development) Database Analyst GIS Analyst Landscape Architectural Planner ¹ Planner ³ Plans Examiner Project Manager (Capital Facilities) ^T Project Manager (CCI) ^T Project Manager (IT) Project Manager (MIX) ^T Purchasing Agent Real Estate Services Officer ³ Senior Business Innovation and Entrepreneurship Officer Senior Development Services Technologist ² Senior Infrastructure Planning Technologist ² Senior Project Administration Technologist ² Senior Project Technologist ² Senior Transportation Operations Technologist ² Senior Transportation Systems Technologist ² Senior Water Technologist ² Systems Analyst Systems Analyst (Accela) Systems Analyst (CCI) Systems Analyst (SAP) Technology Analyst Telecommunications Analyst Urban Design Planner	<i>Building Inspector¹</i> <i>Development Services Field Coordinator¹</i> <i>Senior Operations Technologist¹</i> <i>Wastewater Optimization Analyst¹</i> <i>Water Customer Services Lead Hand¹</i> <i>Water Distribution Services Lead Hand¹</i> <i>Water Supply and Treatment Operator Class IV¹</i>
10	Business Development Officer Senior Planner ³ Senior Real Estate Officer ³ Senior Urban Design Planner ³	<i>Water Supply and Treatment Lead Hand¹</i>

**APPENDIX A1
JOB CLASSIFICATIONS**

LEVEL	JOB CLASSIFICATION	
	COLUMN A (35 HOURS)	COLUMN B (40 HOURS)
1		<i>Wash Bay Attendant¹</i>
2		
3	<i>Operations Support Administrator (Fleet)</i>	<i>Parks and Roads Employee¹</i> <i>Traffic Systems Assistant¹</i>
4	Venue Programmer	<i>Wastewater Collection Operator¹</i>
5	Aquatic Instructor - Lifeguard Community Events Programmer IT Asset Coordinator Project Portfolio Coordinator Small Business Consultant	
6		
7	APLI Technical Support Specialist Purchasing Analyst	Capital and Development Inspector <i>Engineering Services Coordinator¹</i>
8	<i>Systems Administrator (Accela)</i>	
9	<i>Project Manager, Fisher Cultural Hub Development</i>	
10		

**APPENDIX B
PAY SCALE – CUPE LOCAL 2380 CITY OF BARRIE**

Effective January 1,
2021 (1.0%)

SALARY LEVEL	STEP 1		STEP 2		STEP 3		STEP 4	
	35 hours per week	40 hours per week	35 hours per week	40 hours per week	35 hours per week	40 hours per week	35 hours per week	40 hours per week
1			\$21.03		\$22.17		\$23.32	
			\$1,472.10 \$38,274.60	\$1,682.40 \$43,742.40	\$1,551.90 \$40,349.40	\$1,773.60 \$46,113.60	\$1,632.40 \$42,442.40	\$1,865.60 \$48,505.60
2	\$22.05		\$23.47		\$24.94		\$26.37	
	\$1,543.50 \$40,131.00	\$1,764.00 \$45,864.00	\$1,642.90 \$42,715.40	\$1,877.60 \$48,817.60	\$1,745.80 \$45,390.80	\$1,995.20 \$51,875.20	\$1,845.90 \$47,993.40	\$2,109.60 \$54,849.60
3	\$24.58		\$26.21		\$27.82		\$29.44	
	\$1,720.60 \$44,735.60	\$1,966.40 \$51,126.40	\$1,834.70 \$47,702.20	\$2,096.80 \$54,516.80	\$1,947.40 \$50,632.40	\$2,225.60 \$57,865.60	\$2,060.80 \$53,580.80	\$2,355.20 \$61,235.20
4	\$27.12		\$28.93		\$30.71		\$32.48	
	\$1,898.40 \$49,358.40	\$2,169.60 \$56,409.60	\$2,025.10 \$52,652.60	\$2,314.40 \$60,174.40	\$2,149.70 \$55,892.20	\$2,456.80 \$63,876.80	\$2,273.60 \$59,113.60	\$2,598.40 \$67,558.40
5	\$29.68		\$31.63		\$33.59		\$35.54	
	\$2,077.60 \$54,017.60	\$2,374.40 \$61,734.40	\$2,214.10 \$57,566.60	\$2,530.40 \$65,790.40	\$2,351.30 \$61,133.80	\$2,687.20 \$69,867.20	\$2,487.80 \$64,682.80	\$2,843.20 \$73,923.20
6	\$32.22		\$34.34		\$36.48		\$38.62	
	\$2,255.40 \$58,640.40	\$2,577.60 \$67,017.60	\$2,403.80 \$62,498.80	\$2,747.20 \$71,427.20	\$2,553.60 \$66,393.60	\$2,918.40 \$75,878.40	\$2,703.40 \$70,288.40	\$3,089.60 \$80,329.60
7	\$34.77		\$37.08		\$39.38		\$41.67	
	\$2,433.90 \$63,281.40	\$2,781.60 \$72,321.60	\$2,595.60 \$67,485.60	\$2,966.40 \$77,126.40	\$2,756.60 \$71,671.60	\$3,150.40 \$81,910.40	\$2,916.90 \$75,839.40	\$3,333.60 \$86,673.60
8	\$37.31		\$39.79		\$42.27		\$44.72	
	\$2,611.70 \$67,904.20	\$2,984.80 \$77,604.80	\$2,785.30 \$72,417.80	\$3,183.20 \$82,763.20	\$2,958.90 \$76,931.40	\$3,381.60 \$87,921.60	\$3,130.40 \$81,390.40	\$3,577.60 \$93,017.60
9	\$39.88		\$42.50		\$45.13		\$47.76	
	\$2,791.60 \$72,581.60	\$3,190.40 \$82,950.40	\$2,975.00 \$77,350.00	\$3,400.00 \$88,400.00	\$3,159.10 \$82,136.60	\$3,610.40 \$93,870.40	\$3,343.20 \$86,923.20	\$3,820.80 \$99,340.80
10	\$42.41		\$45.22		\$48.01		\$50.82	
	\$2,968.70 \$77,186.20	\$3,392.80 \$88,212.80	\$3,165.40 \$82,300.40	\$3,617.60 \$94,057.60	\$3,360.70 \$87,378.20	\$3,840.80 \$99,860.80	\$3,557.40 \$92,492.40	\$4,065.60 \$105,705.60

**APPENDIX B
PAY SCALE – CUPE LOCAL 2380 CITY OF BARRIE**

Effective January 1,
2022 (1.0%)

SALARY LEVEL	STEP 1		STEP 2		STEP 3		STEP 4	
	35 hours per week	40 hours per week	35 hours per week	40 hours per week	35 hours per week	40 hours per week	35 hours per week	40 hours per week
1			\$21.24		\$22.39		\$23.55	
			\$1,486.80 \$38,656.80	\$1,699.20 \$44,179.20	\$1,567.30 \$40,749.80	\$1,791.20 \$46,571.20	\$1,648.50 \$42,861.00	\$1,884.00 \$48,984.00
2	\$22.27		\$23.70		\$25.19		\$26.63	
	\$1,558.90 \$40,531.40	\$1,781.60 \$46,321.60	\$1,659.00 \$43,134.00	\$1,896.00 \$49,296.00	\$1,763.30 \$45,845.80	\$2,015.20 \$52,395.20	\$1,864.10 \$48,466.60	\$2,130.40 \$55,390.40
3	\$24.83		\$26.47		\$28.10		\$29.73	
	\$1,738.10 \$45,190.60	\$1,986.40 \$51,646.40	\$1,852.90 \$48,175.40	\$2,117.60 \$55,057.60	\$1,967.00 \$51,142.00	\$2,248.00 \$58,448.00	\$2,081.10 \$54,108.60	\$2,378.40 \$61,838.40
4	\$27.39		\$29.22		\$31.02		\$32.80	
	\$1,917.30 \$49,849.80	\$2,191.20 \$56,971.20	\$2,045.40 \$53,180.40	\$2,337.60 \$60,777.60	\$2,171.40 \$56,456.40	\$2,481.60 \$64,521.60	\$2,296.00 \$59,696.00	\$2,624.00 \$68,224.00
5	\$29.98		\$31.95		\$33.93		\$35.90	
	\$2,098.60 \$54,563.60	\$2,398.40 \$62,358.40	\$2,236.50 \$58,149.00	\$2,556.00 \$66,456.00	\$2,375.10 \$61,752.60	\$2,714.40 \$70,574.40	\$2,513.00 \$65,338.00	\$2,872.00 \$74,672.00
6	\$32.54		\$34.68		\$36.84		\$39.01	
	\$2,277.80 \$59,222.80	\$2,603.20 \$67,683.20	\$2,427.60 \$63,117.60	\$2,774.40 \$72,134.40	\$2,578.80 \$67,048.80	\$2,947.20 \$76,627.20	\$2,730.70 \$70,998.20	\$3,120.80 \$81,140.80
7	\$35.12		\$37.45		\$39.77		\$42.09	
	\$2,458.40 \$63,918.40	\$2,809.60 \$73,049.60	\$2,621.50 \$68,159.00	\$2,996.00 \$77,896.00	\$2,783.90 \$72,381.40	\$3,181.60 \$82,721.60	\$2,946.30 \$76,603.80	\$3,367.20 \$87,547.20
8	\$37.68		\$40.19		\$42.69		\$45.17	
	\$2,637.60 \$68,577.60	\$3,014.40 \$78,374.40	\$2,813.30 \$73,145.80	\$3,215.20 \$83,595.20	\$2,988.30 \$77,695.80	\$3,415.20 \$88,795.20	\$3,161.90 \$82,209.40	\$3,613.60 \$93,953.60
9	\$40.28		\$42.93		\$45.58		\$48.24	
	\$2,819.60 \$73,309.60	\$3,222.40 \$83,782.40	\$3,005.10 \$78,132.60	\$3,434.40 \$89,294.40	\$3,190.60 \$82,955.60	\$3,646.40 \$94,806.40	\$3,376.80 \$87,796.80	\$3,859.20 \$100,339.20
10	\$42.83		\$45.67		\$48.49		\$51.33	
	\$2,998.10 \$77,950.60	\$3,426.40 \$89,086.40	\$3,196.90 \$83,119.40	\$3,653.60 \$94,993.60	\$3,394.30 \$88,251.80	\$3,879.20 \$100,859.20	\$3,593.10 \$93,420.60	\$4,106.40 \$106,766.40

**APPENDIX C
CO-OP STUDENTS**

Wage rates for co-op students covered by this Collective Agreement shall be in accordance with the following:

Co-op Students	HOURLY RATES				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	\$17.52	\$18.91	\$20.43	\$22.05	\$23.82



**LABOUR MANAGEMENT
COMMITTEE
TERMS OF REFERENCE**

between

THE CORPORATION OF THE CITY OF BARRIE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 2380

MARCH 22, 2021

Preamble

The City of Barrie and The Canadian Union of Public Employees (CUPE), Local 2380 jointly recognize the importance of good union management relations. We share an interest in working together to support a healthy and productive workplace and ensure that the public continues to receive quality service. Therefore, the parties have established a Corporate Labour Management Committee (CLMC).

Mandate

- The CLMC allows meaningful consultation and dialogue between the parties at the corporate level on an ongoing basis.
- The CLMC provides a valuable forum for both union and management to meet, to have free and open exchanges and to ensure a better understanding of the key issues and developments within the organization.
- The CLMC members will work together to find workable solutions and resolve differences, recognizing that not all issues can be settled through this forum.
- Issues for which other formal redress mechanisms have been established i.e. grievances, human rights complaints, collective bargaining, will not be discussed at the committee level; however, the committee can address issues prior to being referred to the grievance process.
- Issues for which other formal channels of consultation have been established would be addressed through those forums i.e. Health and Safety Committee, Operational Labour Management Committees. However, there may be exceptions, as agreed to by the parties.
- The parties are committed to fulfilling commitments made at the CLMC and make every effort to attend all meetings.

Guiding Principles

- The meetings will be conducted in an atmosphere of mutual respect and trust.
- The parties will play an active and important role in the consultation process and recognize the equality of the parties within the consultation process.
- In their dealings with each other, the parties are committed to:
 - Sharing information and having frank and open discussions;
 - Being open to the ideas of others and appreciating the different points of view; and
 - Being constructive, fair, sensitive, courteous and professional.

Composition

The Corporate Labour Management Committee shall consist of up to four (4) representatives of the Union and up to four (4) representatives of the Corporation, each of whom shall be a permanent, full-time employee of the Corporation. The Union's Unit Chair and Director of Human Resources will act as Co-Chair's of the committee and each party will select three (3) additional committee members and provide notification of these members to the other party.

Alternates

Each committee member may select an alternate to serve as their replacement when the committee member is unable to perform their functions.

Special Guests

Additional persons may be invited as subject matter experts, provided the co-chairs of the committee agree in advance. Guests should speak only on the agenda items for which they are invited, and shall not participate in unrelated discussions on other agenda items.

Attendance

Regular attendance at meetings is required. Time spent by the Union representatives in attending Corporate Labour Management Committee meetings shall be without loss of base pay and coded on time sheets as paid union leave.

Meeting Schedule

The Corporate Labour Management Committee shall meet a minimum of every two months or more frequently by mutual agreement of the parties. Meeting dates will be established and pre-booked annually. Meetings shall be chaired alternatively by the Director of Human Resources and the Union's Unit Chair. Should a meeting need to be cancelled or rescheduled, it will be done upon mutual agreement of the Co-chairs.

Agendas

Request for agenda items will be distributed electronically one (1) week prior to the meeting by Human Resources. All agenda items are required to be submitted by noon two (2) days prior to the meeting. Additional items should not be added to the agenda after this time unless necessary. Agenda items will be sufficiently explicit and exchanged well enough in advance of the meeting so that both parties may adequately prepare for the meeting. Each item placed on the agenda should be researched so that discussions will flow smoothly at the meeting. This research may include inviting someone to the meeting who is not a regular member of the committee, but who has specialized or specific knowledge of an item to be discussed.

Standing Agenda Items are as follows:

- Review of Action Items
- Grievance Overview
- Recruitment Update
- Review of Letters of Understanding/Intent
- Sub Committee Updates
- Elimination to Jobs (Article 29:01)

Minutes

Minutes shall be taken of all Corporate Labour Management Committee meetings by the Union or the Corporation (to be determined prior to the each meeting) and will be signed by both co-chairs. Sign off approving the minutes shall be obtained within two weeks of the meeting date and final copies sent out immediately after sign off. Meeting minutes are confidential and should not be distributed beyond the committee members and the Executive Management Team unless authorized by the Committee. Time spent preparing the minutes shall be without loss of base pay.

Follow up

Agenda items requiring action will be responded to by the Union or Human Resources within ten (10) business days. A detailed chart will be maintained within Human Resources and distributed to committee members to monitor items requiring follow up. Committee members will keep the Committee abreast of the status of all action items.

Communication to Union Members and Management

An intranet site will be set up to provide employees and management with information on the purpose and mandate of the committee, the meeting schedule and committee members.

Sub-Committees

Labour Management Committees will also function at the operational level as approved by this committee. Any issues not able to be resolved at these meetings may be brought forth to the Corporate Labour Management Committee meetings.

Amendments

At the request of either party, the Terms of Reference can be reviewed and amended by mutual agreement.

The parties adopt these terms of reference in good faith and agree to support the committee in addressing corporate labour relations matters as outlined above.

Employer LMC Co-chairperson	CUPE LMC Co-chairperson
Signature: 	Signature: 
Date:	Date:

THE CORPORATION OF THE CITY OF BARRIE

("the Corporation")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2380 (City of Barrie Unit)

("the Union")

TERMS OF REFERENCE

FOR THE

STRUCTURE AND FUNCTIONS OF THE CITY JOINT HEALTH AND SAFETY COMMITTEE



Reviewed March 24, 2021

The Joint Health and Safety Committee is dedicated to eliminating workplace accidents, promoting safe work practices, and maintaining a safe and healthy work environment.

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1. PREAMBLE

- 1.1. This document has been developed pursuant to the Occupational Health and Safety Act, in consultation and co-operation with the Canadian Union of Public Employees and its Local 2380 (City of Barrie Unit), the Corporation of the City of Barrie, and the Ontario Ministry of Labour, Training and Skills Development.

Reviewed: March 2021

- 1.2. The Joint Health and Safety Committees are intended to represent the interests of all employees of the Corporation (excluding those represented by the Barrie Fire and Emergency Service Joint Health and Safety Committee).
- 1.3. Both parties agree that the Joint Health and Safety Committees will work co-operatively and collaboratively to promote a safer and healthier work environment for all employees through a commitment to education and prevention awareness.

2. GENERAL

- 2.1. If an employee (either Union or non-union) has a concern related to occupational health and safety, they shall discuss it with their immediate supervisor or designate before bringing the concern to the attention of the workplace specific JHSC.
- 2.2. A list of all Joint Committee members names, alternates, and work locations shall be regularly updated and conspicuously posted in the workplace.
- 2.3. JHSC members will ascertain and exchange facts when searching for a resolution and shall make every effort to resolve issues using the internal responsibility system.
- 2.4. Each Department/location will ensure that all JHSC health and safety bulletin boards will be of sufficient size to display a copy of the Act and applicable regulations; JHSC and designated first-aid members names, work locations and telephone numbers; meeting minutes and monthly inspections; WSIB poster "What's in it for You", WSIB poster "In case of Injury at Work"; duties of the employer, supervisor and employee; Ministry of Labour, Training and Skills Development Orders and any other documentation required by law or deemed necessary by the JHSC'S.
- 2.5. JHSC members may be exposed to medical information, trade secrets and other information of a personal nature. Any such information disclosed shall be kept strictly confidential, in accordance with the Occupational Health and Safety Act and its Regulations.
- 2.6. The Central JHSC will review annually the effectiveness of the Committees structure as set out in this agreement and forward their assessment or recommendation(s) to the Director of Human Resources and the President of the Union. Any amendments must be approved by the Ontario Ministry of Labour, Training and Skills Development. Copies of the approved amended document will be distributed promptly to all JHSC members and the Ministry of Labour, Training and Skills Development.
- 2.7. Proposals for change of this agreement shall have the consensus of the Central JHSC. If no consensus of proposed changes can be reached by the members of the Central JHSC about these Terms of Reference within six (6) months of the recommendation, either the worker Co-Chair or the Management Co-Chair, may refer the recommendation to the Ontario Ministry of Labour, Training and Skills Development for review and direction.
- 2.8. The parties recognize and agree that the committees may be dissolved by either of the workplace parties or by order of the Minister of Labour, Training and Skills Development.

3. STRUCTURE OF THE COMMITTEE

- 3.1. The Central Joint Health and Safety Committee (referred to hereafter as Central JHSC) shall consist of one worker and one management member from each of the respective Workplace-Specific Joint Health and Safety Committees (WS-JHSC).
- 3.2. The Workplace-Specific Joint Health and Safety Committees (WS-JHSC) shall consist of worker members and management members who work in one of the respective workplaces for which the Workplace-Specific Committee is responsible. The WS-JHSC shall consist, at minimum, of the number of members shown in the table attached as Appendix 1.
- 3.3. There shall be two co-chairpersons for the Central JHSC and each of the respective WS-JHSC. Management members of the JHSC will select the management co-chairperson JHSC worker members will select the worker co-chairperson.
- 3.4. The term of office for co-chairpersons will be for a 2-year term at the end of which, reselection shall take place.
- 3.5. The Co-chairpersons shall alternate the chair at JHSC meetings when feasible. Co-chair duties shall not be assumed by an alternate member at the Central JHSC.
- 3.6. One alternate member will be permitted for each member of the Central JHSC who shall be selected from amongst the WS-JHSC members. If a JHSC member resigns from the Central JHSC, the alternate will replace the former member for the balance of the resigning former member's term of membership. A new alternate member will be appointed for the remainder of the term. If an alternate member resigns during the term of their membership, a new alternate member will be appointed for the remainder of the term. The alternate member's role will be to act on behalf of the member in the workplace and at JHSC meetings, in the absence of the original JHSC member.
- 3.7. When a Central JHSC member or alternate member wishes to resign from the committee, they must advise the respective committee co-chair in writing. The co-chair receiving such notice must report member changes in writing to the Central JHSC co-chairs, the Director of Human Resources, and the Union President should the resigning member be a worker member.
- 3.8. A co-chairperson may, with the approval of their counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but such additional person(s) shall not participate in the regular business of the meeting.

4. STAFF REPRESENTATION

- 4.1. The Occupational Health and Safety Act requires that the composition of the Joint Health and Safety Committee (JHSC) be representative of the entire workplace. The structure of the committee is outlined in Section 3.
- 4.2. Members of CUPE Local 2380 are represented by JHSC members who have been elected by the general membership of said Local.
- 4.3. Staff in supervisory or managerial positions above the rank of Foreperson are represented by the management members of the JHSC.

- 4.4. Exempt or part time City employees not represented by the Union as a result of the Recognition clause in the Collective Agreement, can access health and safety representation through the appropriate worker member of their representative committee.

5. FUNCTIONS OF THE JOINT HEALTH AND SAFETY COMMITTEES

FUNCTIONS OF THE CENTRAL JHSC

- 5.1. It is the function of the Central JHSC to recommend the establishment, maintenance and monitoring of education and training programs concerning the health and safety of workers, the Joint Committee rights, restrictions, responsibilities and duties of employers and employees under the Occupational Health and Safety Act.

FUNCTIONS OF THE WORKPLACE SPECIFIC JHSC

- 5.2. To identify and evaluate situations that may be a source of danger or hazard to workers and make recommendations to the Corporation for the improvement of the health and safety; recommend the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers.
- 5.3. To receive information from the Corporation regarding the identification of potential or existing hazards of materials, processes, or equipment.
- 5.4. Members of the JHSCs (Joint Health Safety Committees) also have the right to:
 - 5.4.1. attend JHSC meetings in accordance with Section 6 of this document;
 - 5.4.2. inspect the workplace in accordance with Section 8 of this document;
 - 5.4.3. investigate critical or fatal injuries in accordance with Section 10 of this document;
 - 5.4.4. attend work refusals in accordance with Section 11 of this document;
 - 5.4.5. accompany an MLTSD Inspector in accordance with Section 12 of this document; and
 - 5.4.6. be present at the beginning of workplace testing (e.g., air-quality testing) in accordance with Section 13 of this document.
- 5.5. For the purposes of conducting workplace inspections (including MLTSD inspections), participating in the investigation of critical injuries or fatalities, attending work refusals, and observing health and safety testing in the workplace, a worker member or designated alternate shall be assigned one or more work locations. The members of the WS-JHSC shall mutually agree to the assignment of work locations.

6. ENTITLEMENT FOR PAYMENT

- 6.1. All time spent by a Committee member attending meetings of the Committee and in carrying out their duties as a member of the Committee shall be without loss of pay or benefits.
- 6.2. Committee members who, in the course of their duties (meeting, training, etc.), incur cost for mileage and travel shall be reimbursed in accordance with City of Barrie policy as it may change from time to time.

7. JHSC MEETINGS

- 7.1. JHSC meetings shall be held at least once every three months on pre-scheduled dates and at pre-determined locations and times. Any JHSC may decide to hold special or more frequent meetings. Central JHSC Meetings shall take place at as many various locations as practicable during a calendar year.
- 7.2. Either Co-chairperson may invite an additional person or persons to attend a meeting to provide additional information or advice related to a specific issue or issues. The Co-chairperson who wishes to invite the person shall give the other Co-chairperson at least one week's advance notice whenever possible. The invited person(s) shall not participate in the regular business of the meeting.
- 7.3. The Co-chairpersons shall develop and approve an agenda prior to a Committee meeting. The Co-chairpersons shall be entitled to up to one hour of preparation time for the purpose of setting the agenda. The agenda shall be distributed to all Committee members at least five working days before the meeting.
- 7.4. Meeting agendas shall consist of, but not limited to:
 - a) Date
 - b) Location
 - c) Review of Previous Minutes - Actions and Responses
 - d) Review of Accidents, Incident Reports, and Investigations
 - e) Review of Inspection Reports and Responses
 - f) Training Opportunities/Requirements
 - g) New Business
 - h) Distribution List
- 7.5. For a Committee to conduct business as a meeting the following is required:
 - 7.5.1. A quorum of fifty (50) per cent plus one (1) of the members of the Committee must be present.
 - 7.5.2. One (1) Co-Chair must be present, one (1) management member must be present; and
 - 7.5.3. The number of management members shall not exceed the number of worker members unless worker members present agree to continue.

If a quorum does not exist at the meeting, the Committee will reschedule the meeting within 15 days of the missed meeting.
- 7.6. Committee members are entitled to up to one hour (or such longer period as the Committee determines is necessary) to prepare for each regularly scheduled Committee meeting. Scheduled preparation time shall be available immediately prior to the Committee meeting.
- 7.7. Matters raised in meetings that require a resolve by the committee will be dealt with based on consensus rather than voting.
- 7.8. Details of all agenda items discussed will be recorded in the minutes.
- 7.9. If an issue remains unresolved beyond a length of time acceptable to either Co-chair, the Co-chairpersons shall meet to discuss the issue and to attempt to reach a resolution. If the Co-

chairpersons cannot agree on a resolution, they may call in an appropriate third party to offer advice and or assistance in finding a solution.

- 7.10. Items that are raised in a WS-JHSC meeting that are corporate-wide in nature, shall be brought to the attention of the Safety and Wellness Branch and the Central JHSC by the either co-chair of the WS-JHSC.

8. MINUTES OF MEETINGS

- 8.1. The Employer will provide a non-participating secretary for the meetings. The secretary will take minutes of meetings and send them for Co-chairs review within 7 calendar days. Minutes of the meeting will be reviewed, and edited where necessary, by the Co-chairs, and signed. They will then be circulated to all JHSC members, the Safety and Wellness Branch, and Union President, applicable department heads and EMT through their Executive Assistants.
- 8.2. Minutes will be posted on the Corporation's intranet. Supervisors shall ensure minutes are printed and posted on health and safety bulletin boards within 21 working days from the date of the meeting.
- 8.3. Items will be identified by a reference number and be readily available in a proper filing system. Names of JHSC members will not be used in the minutes, except to indicate attendance or actions to be taken.

9. REGULAR WORKPLACE INSPECTIONS

- 9.1. The WS-JHSC is responsible for inspecting the workplace for which they are representing.
- 9.2. All work locations shall be inspected on a monthly basis in accordance with the Occupational Health and Safety Act. Each WS-JHSC shall establish an inspection schedule in January of each year, including non-staffed workplaces and office areas (e.g., parks, pump stations, wells, water towers, etc.) The schedule shall be forwarded to the Central JHSC. Revisions to the inspection schedule shall be made by mutual agreement of the worker member and supervisor/manager.
- 9.3. The worker member assigned to inspect a work location shall be responsible for conducting regular inspections of that work location, accompanied if possible, by the location supervisor/manager. If the worker member is unable to complete the inspection, they may assign the inspection to another worker.
- 9.4. If the supervisor/manager cannot assist in conducting a scheduled inspection, the Corporation may arrange to have an alternative supervisor/manager of the Corporation's choosing, accompany the worker member on the inspection. If no member of management staff is available to assist in the inspection, the worker member may conduct the inspection unaccompanied.
- 9.5. All health and safety concerns raised during a workplace inspection will be recorded on an appropriate workplace inspection form and will be signed by the person(s) conducting the inspection. A copy of the inspection shall promptly be forwarded to the HR Department; the Co-chairpersons; and the appropriate supervisor/manager of the workplace being inspected. Urgent issues shall be brought to the immediate attention of the appropriate manager by the person(s) conducting the inspection.

- 9.6. A copy of the workplace inspection shall be posted on the designated health and safety board for that location at the time of the inspection.
- 9.7. Outstanding items from workplace inspections forms will be standing items at JHSC meeting and unresolved issues will be addressed through written recommendations.
- 9.8. The appropriate workplace Manager shall respond in writing, within 21 days, to the items identified on the Workplace Inspection Reporting Form.

10. RECOMMENDATIONS OF JHSC

- 10.1. The Central JHSC or any of the WS- JHSCs may make a written recommendation (relevant to respective workplace for which it is responsible) to the Corporation on a matter related to occupational health and safety. Such recommendations should be made to the Director of Human Resources with copies to affected department heads, as appropriate. WS-JHSC shall inform the Co-Chairs of the Central JHSC of any recommendation made to the Corporation.
- 10.2. Reference will be made to a written recommendation of the Committee in the minutes of the applicable Committee meeting. The recommendation will be clearly identified as a written recommendation of the JHSC to the Corporation.
- 10.3. The Corporation will respond to a written recommendation of the JHSC within 21 calendar days following receipt of the recommendation. Such response shall be made to the Co-chairs of the JHSC.
- 10.4. The Corporation's response to a written recommendation of the JHSC shall contain a timetable for implementing whatever action is to be taken. If the Corporation does not accept a written recommendation of the Committee, the Corporation's response shall state the reason(s).

11. ACCIDENT INVESTIGATION AND REPORTING

- 11.1. In accordance with the Corporation's Health and Safety Program, the employee's immediate non-union supervisor shall promptly investigate any work-related accident where an employee was injured or where injury was narrowly avoided.
- 11.2. Once received by Human Resources, a copy of the accident report will be distributed in a confidential manner to the members of the appropriate JHSC committee members. In the event of a fatal or critical injury, the report shall be circulated within 48 hours of the injury. The accident shall be discussed at the next JHSC meeting.
- 11.3. A certified worker member of the relevant WS-JHSC must be contacted to inspect the scene of a critical or fatal injury and any machinery, equipment or device involved in the critical or fatal injury. The supervisor of the injured employee shall be responsible for contacting the designated worker member. If the designated worker member is not available, the supervisor shall call the next available worker member on the JHSC Worker Contact List. A worker member of the JHSC who inspects the scene of a critical or fatal accident shall report their findings to a Director of the Occupational Health and Safety Division of the Ministry of Labour, Training and Skills Development and to the JHSC.

12. WORK REFUSALS

- 12.1. Investigation and attendance at a work refusal shall be performed by a worker member (or alternate) of the relevant WS-JHSC.
- 12.2. The immediate non-union supervisor of the worker who is refusing to work shall contact the designated JHSC worker member and their supervisor, inform him/her about the refusal-to-work situation, and invite him/her to attend. A JHSC worker member shall attend the work refusal without delay. If the JHSC worker member is not available, the supervisor shall call the alternate worker member as listed on the "Contact List." The HR Department shall report decisions of all work refusals to the JHSC's at their next scheduled meetings.

13. MINISTRY OF LABOUR, TRAINING AND SKILLS DEVELOPMENT INSPECTIONS

- 13.1. Ministry of Labour, Training and Skills Development Inspectors are entitled to enter any workplace at any time for the purpose of conducting workplace inspections, investigations, etc. Upon arrival at a workplace, the Inspector is asked to identify himself/herself to a member of management staff. The member of management shall immediately contact the designated worker member of the WS-JHSC for that location and the appropriate member of management staff to accompany the Inspector during the inspection or investigation. If the designated worker member is not available, the supervisor shall call the next available worker member on the JHSC "Contact List."

14. WORKPLACE TESTING

- 14.1. The Corporation shall consult with the WS-JHSC on proposed testing strategies for investigating occupational hygiene in the workplace.
- 14.2. A worker member of the respective WS-JHSC or designate is entitled to be present at the beginning of such testing.

15. TRAINING OF JHSC MEMBERS

- 15.1. At least one worker member and at least one management member of each WS-JHSC shall receive certification as required by the Occupational Health and Safety Act of Ontario. Such training shall be conducted in a manner consistent with current guidelines for certification training.
- 15.2. Members of each JHSC will be entitled to attend safety-training courses in accordance with the Corporation's policies and guidelines. Selection, approval, and payment of training courses shall be in accordance with such policies and guidelines.
- 15.3. Unless the JHSC member has already received training in the following areas, the Corporation and the JHSC will endeavour to arrange and/or provide training, as soon as possible, for each JHSC member in, but not limited to, the following:
 - 15.3.1. accident investigation;
 - 15.3.2. joint health and safety committees;

- 15.3.3. workplace inspections;
- 15.3.4. hazard analysis; and
- 15.3.5. work refusals

16. DEFINITIONS

Worker Member (WM)	An employee who does not exercise managerial duties and is selected as a local health and safety representative or part of a site-specific safety committee.
The Act or OHSA	The <i>Occupational Health and Safety Act</i> of Ontario; Act that prescribes the legal requirements for Joint health and safety committees and Health and Safety Representatives, and that outlines the duties and responsibilities of those roles.
The City	Corporation of the City of Barrie
The Corporation	Corporation of the City of Barrie
Joint Health and Safety Committee (JHSC)	The City Joint Health and Safety Committee: comprised of management representatives and employee representatives, that worker together to address health and safety concerns in the workplace.
Employer	The Corporation of the City of Barrie
HR Department	The Corporation's Human Resources Department, including Safety and Wellness
The Ministry / MLTSD	Occupational Health and Safety Branch of the Ministry of Labour, Training and Skills Development
The Union	Canadian Union of Public Employees and its Local 2380 (City of Barrie Unit).
Worker	A member of the union, or non-union (exempt) staff for the context of this agreement.

The parties adopt this document in good faith and agree to promote, support, and assist the joint health and safety committees whenever possible.

FOR THE CITY

AM Langlois

CAO or Designate

Date

FOR THE UNION

Mike Murphy

President, CUPE Local 2380

April 12, 2021

Date



Vice President, CUPE Local 2380

April 12, 2021

Date

APPENDIX 1- STRUCTURE OF JHSC'S

Committee Name	Number of Worker members (suggested – will depend on Union elections)	Number of Management Members (suggested – will depend on management direction)
City JHSC	6 (1 from each committee below)	6 (1 from each committee below)
Corporate Facilities and Services	3 City Hall Representatives 1 Cedar Pointe Representative 1 Facilities Staff Representative	1 Community and Corporate Services, Access, Internal Audit, Legal, CAO, or Human Resources. 1 Infrastructure and Growth Mgmt. 1 Facilities 1 Transit (Terminal/Welham Rd)
Recreation	1 Recreation Facilities 1 Recreation Programs 1 Theatres	1 Recreation Facilities 1 Recreation Programs
Operations Centre	1 Roads Operations 1 Parks/Forestry Operations 1 Fleet Operations 1 Traffic Services/ROWA; OR 1 Stormwater/Rail Technical	1 Roads or Parks 1 Fleet or Traffic
Water Operations	2 from any water unit	2 from any water unit
Wastewater Operations	1 Operations 1 Maintenance 1 Wastewater Collections	2 from any Wastewater, maintenance, operations, or Wastewater Collections
Environmental Centre	1 from Environmental Sustainability 1 from Landfill Operations or 1 from Environmental Compliance	2 - 1 from BPES (Business Performance & Environmental Sustainability) 1 from Solid Waste Operations

APPENDIX 2 - CITY OF BARRIE REGULAR WORKSITES

Worksite	Address	Proximity (km)	Department(s)	Nature of Work	# of Workers (Approx) ¹	Representative Committee
City Hall (includes 56 Mulcaster)	70 Collier St.	Point of Reference	Corporate Services, IT, Finance, Purchasing, Engineering, Planning; HR Other Administration	Administration work; building inspection, engineering staff; council	300	Corporate Facilities and Services
Operations Centre	165 Ferndale Dr. North	3.8	Traffic and Roads, Parks, Fleet Services	Administrative work; road, sewer staff; survey/building inspection staff; fleet maintenance; S&S; Traffic operations; Parks operations; Greenhouse	120	Operations Centre Committee
Wastewater Operations Maintenance Facility	249 Bradford St. 167 Bradford Street.	2.1	Wastewater Operations	Administration; Wastewater control operations	40	Wastewater Operations Committee
Surface Water Treatment Plant	20 Royal Parkside Drive	8.5	Water Operations	Administration; Water treatment / operations	75	Water Operations Committee
Allandale Recreation Centre	190 Bayview Drive	4.3	Recreation	Administrative work; Public pool, ice rink, recreational programs	110	Recreation Committee
East Bayfield Recreation Centre	80 Livingstone Drive	3.5	Recreation	Administrative work; Public pool, ice rink, recreational programs	222	Recreation Committee
Sadlon Arena	555 Bayview Dr.	8	Recreation	Ice Rink, Administrative Work	15	Recreation Committee

Approximate number of workers is based on the peak number of staff employed at one time; actual number at each building may vary by season.

¹ Rationale for determining the approximate number of workers (full-time, part-time, student, etc.) at each building:

- a) The normal municipal building where each worker reports to at the start/end of their shift; or
- b) The building to which their supervisor or manager resides.

Worksite	Address	Proximity (km)	Department(s)	Nature of Work	# of Workers (Approx)¹	Representative Committee
Holly Community Centre	171 Mapleton Ave	7.4	Recreation	Administrative work; Public pool, ice rink, rec programs	150	Recreation Committee
Municipal Law and Prosecution Services Branch	45 Cedar Point Drive	3.2	Administration Services, Municipal law	Provincial offences courts, by-law offices	60	Corporate Facilities and Services
Municipal Law and Prosecution Services Branch	575 West St. South, Unit 10 Orillia, ON	37	Administration Services, Municipal law	Provincial offences courts, by-law offices	7	Corporate Facilities and Services
Parkview Senior Centre	189 Blake Street	1.8	Recreation Facilities	Administrative work; recreational programs	10	Recreation Committee
Facilities Services	157/161 Bradford St.	2	Facilities	Administrative		Corporate Facilities and Services
Transit Terminal	24 Maple Ave.	0.70	Administration offices, bus terminal	Facilities Maintenance	15	Corporate Facilities and Services
Environmental Centre	272 Ferndale Drive North	4.2	Environmental Operations	Administration, Landfill Operations, Environmental Services	28	Environmental Operations Committee
Library (Main)	60 Worsley St.	0.1	Facilities	Facilities Maintenance	2	Corporate Facilities and Services
Library (Painswick)	48 Dean Avenue		Facilities	Facilities Maintenance	2	Corporate Facilities and Services
Police Services	Various		Facilities	Facilities Maintenance	3	Corporate Facilities and Services
Transit Maintenance Facility	133 Welham Rd.		Transit	Transit Operations	6	Corporate Facilities and Services
Five Points Theatre	1 Dunlop St. W	1	Culture	Theatre	5	Recreation Committee

LOG OF CHANGES

(This document should include any and all changes to the procedure and be kept separately from the procedure itself for document management purposes).

DATE	SPECIFIC CHANGE	EDITOR'S NAME	REASON FOR CHANGE
30 Nov 12	Original Document	Safety and Wellness Branch/ City JHSC Co-chairs	
11Nov13	Change to structure of Committees to reflect changes in Organization Structure.	Safety and Wellness Branch/ City JHSC – Co-Chairs	Annual Review
13Oct15	Minor revisions to Terms of Reference	Safety and Wellness Branch/ City JHSC – Co-Chairs	Annual Review
18Apr16	Minor changes to Terms of Reference	Safety and Wellness Branch/ City JHSC – Co-Chairs	To reflect current practice
10 Jan 2017	Minor edits – updated pg #, update Division names,	Safety and Wellness Branch/ City JHSC Co-chairs	Annual update and review
21 Mar 2018	Gender neutral changes, removed “draft” from Appendix 1	JHSC Co-chairs/Sr. Safety Advisor	Annual Update and review
7 Mar 2019	No edits – review only	JHSC Co-chairs/Sr. Safety Advisor	Annual Update and review
25 Feb 2020	Updates to appendices; site locations	JHSC Co-chairs/Sr. Safety Advisor	Annual Update and review
24 Mar 2021	Updates to Appendices for additional buildings and department movements and/or title changes. Updated MLTSD to MLTSD. Amended 7.5.3 to reflect current agreed practice of committee at meetings.	Justin MacDonald, Worker Co-Chair, Gord Bashford, Mgmt. Co-Chair, Jennifer Nesbitt and Karen Cooper, Safety and Wellness	Annual Update and review



**JOB EVALUATION
TERMS OF REFERENCE**

between

THE CORPORATION OF THE CITY OF BARRIE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 2380

NOVEMBER 1, 2020

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ARTICLE 1 – PURPOSE

- 1.1** To carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 2380 and the Corporation of the City of Barrie.
- 1.2** To jointly maintain a single gender-neutral job evaluation plan to achieve Equal Pay for Work of Equal Value for all jobs within CUPE Local 2380. The plan will include these four main factors:
- Skill
 - Effort
 - Responsibility
 - Working Conditions
- 1.3** The money for the ongoing maintenance program will be paid by the employer over and above normal wage increases negotiated in collective bargaining and no employee will have their wages reduced.

ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein:

Collective Agreement	The collective agreement currently in effect between the employer and CUPE Local 2380.
Degree Level	The actual measurement level within each subfactor.
Duty	Is made up of a number of tasks.
Error of Fact	An error in interpretation or application based on overlooked information, or a misunderstanding of the facts presented in submitted documentation.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Gender-neutral	Any practice or program which does not discriminate between men and women.
Increment	One of a series of fixed rates on a salary range.
Incumbent	An employee assigned to a job.
Job	Is made up of a collection of duties and responsibilities.

Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews, and workplace observation.
Job Analysis Questionnaire	The tool used to collect and record job data which forms part of the job-related documents.
Job Description	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Joint Job Evaluation Plan	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.
Joint Job Evaluation Committee	The committee is made up of equal representatives from union and management and is responsible for the implementation of the job evaluation program.
Joint Job Evaluation Steering Committee	The committee is made up of the Director of Human Resources, Unit Chair of CUPE Local 2380, Chief Steward of CUPE Local 2380, General Manager of Infrastructure and Growth Management or Corporate and Community Services, and both JJEC Co-chairpersons (employer and union), or alternates, and is responsible for the overall guidance and decision making related to process and supporting documentation for the JJEC.
New Job	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
Pay Grade	A designated salary level within the salary schedule including increments, if any.
Points	The numerical expression assigned to each degree level within each subfactor.
Position	Is a collection of duties and responsibilities assigned to one person.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.

Red circling	Occurs when an incumbent's job has been evaluated and placed in a lower pay band and the current rate of pay is higher than the job rate for the lower band. Red-circled employee's will not receive pay increases while their salaries are above the maximum salary range for their position.
Salary schedule	A listing of job titles, point bandings, and pay grades.
Sore thumbing	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by subfactors or total points.
Subfactors	Are components of the four major factors.
Task	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total points	The sum of all points allocated to each job for all subfactors determined in accordance with the job evaluation plan.

ARTICLE 3 – ROLES AND RESPONSIBILITIES

Employee

It is the responsibility of the employee to:

- a. Understand and comply with the Terms of Reference
- b. Provide all required documentation within the required timelines
- c. Ensure information provided is accurate and complete to the best of their knowledge, at the time of submission
- d. In the event of multiple incumbents, to choose one to two writers to complete documentation and represent all incumbents when required at committee meetings

Department Management

It is the responsibility of the department management to:

- a. Understand and comply with the Terms of Reference
- b. Provide all required documentation within the required timelines
- c. Ensure information provided is accurate and complete to the best of their knowledge, at the time of submission
- d. Appear at committee meetings as required

Human Resources

It is the responsibility of human resources to:

- a. Understand and comply with the Terms of Reference
- b. Maintain records of job evaluation activity
- c. To provide training as needed, to incumbents and/or management
- d. To designate an Employer JJEC Co-chairperson to act in accordance with Article 6.2
- e. Maintain confidentiality of subfactor weightings

Union

It is the responsibility of the union to:

- a. Understand and comply with the Terms of Reference
- b. Maintain records of job evaluation activity
- c. To provide training as needed, to incumbents and/or management
- d. To designate a Union JJEC Co-chairperson to act in accordance with Article 6.2
- e. Maintain confidentiality of subfactor weightings

ARTICLE 4 – THE JOINT JOB EVALUATION STEERING COMMITTEE (JJESC)

- 4.1** The JJESC shall have equal representation and participation from the parties, consisting of the Director of Human Resources, Unit Chair of CUPE Local 2380, Chief Steward of CUPE Local 2380, General Manager of Infrastructure and Growth Management or Corporate and Community Services, and both JJEC Co-chairpersons (employer and union). A quorum of all members is required to transact JJESC business. Should a member be unavailable, they may send an alternate in their absence (e.g. Acting Director of Human Resources or elected CUPE official). Alternate members attending the JJESC to conduct business shall not be shown any information that is only for non-alternate, or regular members (e.g. subfactor weightings, job evaluation rating numbers, etc.).
- 4.2** Agenda Items: Requests for agenda items will be distributed electronically one (1) week prior to the meeting by Human Resources. All agenda items are required to be submitted by noon two (2) days prior to the meeting. Additional items should not be added to the agenda after this time unless necessary.
- 4.3** Minutes: Minutes shall be taken at all JJESC meetings by the Compensation and Job Evaluation Specialist (or designate), distributed to members via email, who will have the opportunity to respond with their feedback and suggested changes. Feedback and changes will be reviewed at the following meeting, and minutes will be finalized and signed by one committee member of each of the union and management.
- 4.4** The committee shall meet a minimum of once a month, or more frequently by mutual agreement of the parties. Meeting dates will be established and pre-booked annually.
- 4.5** Routine business decisions of the committee shall be made by a simple majority.

ARTICLE 5 – MANDATE OF THE JJESC

- 5.1** The JJESC shall provide guidance and oversight to the Gender-Neutral Job Evaluation Program by:
- a.** Reviewing, discussing, and updating current process and documents for the purpose of improving the job evaluation program.
 - b.** Reviewing and discussing submitted Job Evaluation Request/Appeal Forms for completeness and determining next steps in the process of evaluation. Options available to the JJESC in terms of next steps are the following:
 - i.** Approval of the Job Evaluation Request/Appeal to move to the next step in the process outlined in Article 8.3 or 9.1
 - ii.** Denial of the Job Evaluation Request/Appeal to move to the next step due to inconsistencies/inaccuracies identified in the submitted forms. In these instances, the inconsistencies/inaccuracies will be identified and communicated to the parties that prepared and submitted the form to correct the identified issues and re-submit.
 - iii.** Deferral of the Job Evaluation Request/Appeal to the next JJESC meeting for the purpose of gathering further information or inviting management or incumbents from other City Branches/Departments who can provide further information relevant to the decision the committee has been tasked with making.
 - iv.** In the case of multiple positions being amalgamated, or individual positions being split, if the discussion has not already occurred at Labour Management Committee as per Article 29:01 of the Collective Agreement, a referral for discussion at Labour Management Committee.

Decision of next steps will be communicated to the parties who submitted the Job Evaluation/Appeal Form via the JJESC Response Form.

- c.** JJESC members shall be excused from reviewing submissions of any family member or friends, the position of a direct subordinate or a past direct subordinate within the last twenty-four months, the position of a co-worker in the same section, or any position where it may place them in a conflict of interest situation.
- d.** In the event of the development of a queue of new and/or changed jobs requiring evaluation, the JJESC shall determine the priority of the JJEC in terms of the order that jobs awaiting evaluation will go to the JJEC.
- e.** Consideration and approval/denial of any requests for timeline extensions from either incumbents or management.

ARTICLE 6 – THE JOINT JOB EVALUATION COMMITTEE (JJEC)

- 6.1** The JJEC shall have equal representation and participation from the parties, consisting of three (3) voting representatives from the employer and three (3) voting representatives from the local union. A quorum of two (2) and two (2) is required to transact JJEC business.
- 6.2** In addition to the voting representatives described in Article 6.1, the employer and the union shall each designate a non-voting co-chairperson. The non-voting chairpersons cannot act as voting members of the JJEC at any time. The JJEC Co-chairpersons are responsible for:
- a.** Chairing committee meetings
 - b.** Scheduling regular committee meetings, which includes notification of appropriate supervisors for committee members' attendance
 - c.** Advising committee members of their options for gathering further information about a position if needed to make a rating decision, and facilitating those options as required
 - d.** Guiding committee members in the use and interpretation of the tool, and in the review of prior decisions made by the committee
 - e.** Training new members of the JJEC in the use of the job evaluation tool
 - f.** Providing training at the request of management or union members in the job evaluation system as a whole, and how to complete job documentation
 - g.** Responding to any inquiries or feedback from management or union members about the job evaluation process or system
 - h.** Reviewing the priority of matters to be acted upon by the committee, following direction by the JJESC
- 6.3** Voting JJEC committee members shall be excused from rating their own job, the position of any family members or friends, the position of a direct subordinate or a past direct subordinate within the last twenty-four months, the position of a co-worker in the same section, or any position where the rating of that job may place them in a conflict of interest situation. If either JJEC Co-chairperson receives an objection from a concerned party that one of the voting members could be biased, the JJEC Co-chairpersons shall meet to discuss, investigate the concern, and jointly decide whether to excuse the committee member in question or not. Should the JJEC Co-chairpersons be unable to jointly agree on the course of action, the matter will be brought to the following JJESC meeting for discussion and decision.

- 6.4** Each party may appoint three (3) alternate representatives to serve as replacements for absent voting members. Alternate members shall have the right to vote only when replacing a regular committee member who is absent, or unable to attend due to conflict of interest.
- 6.5** The Compensation and Job Evaluation Specialist (or designate) will provide administrative support services to the committee. The person performing these functions shall not be a member of the committee. These services shall be under the direction of the JJEC Co-chairpersons and shall include:
- a.** The distribution of all committee correspondence to the committee JJEC Co-chairpersons
 - b.** The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting
 - c.** The preparation and distribution of minutes, in order to capture who was present at each meeting, jobs used in the sore-thumbing process, and any verbal information provided to the committee during an Appeal as described in Article 9.1. Minutes will be circulated to JJESC members as soon as possible following a JJEC meeting.
 - d.** The preparation and distribution of committee documents
- 6.6** The Union JJEC committee members and any alternates appointed by the union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 6.7** Routine business decisions of the committee shall be made by a simple majority. Job rating decisions shall require a consensus decision of the full committee and shall be final and binding on the parties, subject to the appeal procedure set out in Article 9.
- 6.8** Discussions and opinions related to rating levels voiced by individual committee members shall be kept confidential.
- 6.9** The committee shall meet as necessary at a mutually agreed upon time and meeting platform (in-person or virtual). Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's JJEC Co-chairperson.
- 6.10** Either party to the agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the committee.

ARTICLE 7 – MANDATE OF THE JJEC

- 7.1** The JJEC shall implement and maintain the Gender-Neutral Job Evaluation Program by:
- a.** Evaluating all the jobs using the job evaluation plan
 - b.** Maintaining the integrity of the program
 - c.** Recommending to the JJESC changes to the job evaluation plan, its procedures, or methods, as may be deemed necessary from time to time
 - d.** Recording the results and rationale on the rating sheet and complete the Job Evaluation Advice of Rating Form. Copies of the Job Evaluation Advice of Rating Form will be provided to the JJEC, JJEC Co-chairpersons, incumbent(s), supervisor(s), and the union.

ARTICLE 8 – MAINTAINING THE JOB EVALUATION PROGRAM

- 8.1** It is important that each party maintain accurate job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program.
- 8.2** In the application of the job evaluation plan, the following general rules shall apply:
- a.** It is the content of the job, and not the performance of the incumbent(s) that is being rated
 - b.** Jobs are evaluated without regard to existing wage rates
 - c.** Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition and the description of each degree level
 - d.** The job analysis and rating of each job shall be relative to and consistent with the job information and ratings of all other jobs rated under the plan
 - e.** No interpolation of subfactor degrees (i.e. mid-points) is permitted
 - f.** The factors and subfactors must have an impact on all jobs being rated
 - g.** Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions
 - h.** Evaluations of existing jobs that result in a two-level change, or more, will be reviewed by the JJESC before the supervisor/incumbents are notified.
 - i.** The Steering Committee shall review the details of the ratings to ensure the appropriate application of the Job Evaluation tool and consistency within the job family.

- ii. Should no concerns be identified, the process shall continue as per Article 8.3.
- iii. Should a concern be identified, the Committee shall send the job back to the Job Evaluation Committee through the job evaluation co-chairs to review the documentation and subfactor ratings once again to ensure no Error of Fact was made.
- iv. Following a secondary review by the Job Evaluation Committee, the results shall be final, and the process shall continue as per Article 8.3.

8.3 Job Evaluation Procedure for Changed Jobs

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

- a. The incumbent(s)/union or the supervisor(s)/employer may request a re-evaluation of the position by completing and submitting a Job Evaluation Request Form (JERF) (Appendix B) to Human Resources (HR). Upon receipt, HR shall forward the JERF to the alternate party:
 - i. If the incumbent(s)/union is the initiating party of the JERF, the supervisor(s)/employer shall add their comments to the JERF and shall submit the JERF within 30 business days following receipt from HR. Once the JERF has been submitted by the supervisor(s)/employer, HR will subsequently submit the JERF to the JJESC for review. Should HR not receive the completed JERF from the supervisor(s)/employer within 30 business days, the JERF will be submitted to the JJESC for review without comments from the supervisor(s)/employer. The JJESC, by mutual agreement, may grant limited extensions should the supervisor(s)/ employer require additional time to complete the JERF due to extenuating circumstances.
 - ii. If the supervisor(s)/employer is the initiating party of the JERF, the incumbent(s)/union shall add their comments to the JERF and shall submit the JERF within 30 business days following receipt from HR. Once the JERF has been submitted by the incumbent(s)/union, HR will subsequently submit the JERF to the JJESC for review. Should HR not receive the completed JERF from the incumbent(s)/union within 30 business days, the JERF will be submitted to the JJESC for review without comments from the incumbent(s)/union. The JJESC, by mutual agreement, may grant limited extensions should the incumbent(s)/union require additional time to complete the JERF due to extenuating circumstances.
 - iii. The effective date that will be used for the application of any retroactive pay in the event of an increase in job evaluation levels, shall be established based on the date the JERF is received by Human Resources with signatures of both of the incumbent/union and supervisor/employer.

- iv.** In situations where there are multiple incumbents, a clear majority of active incumbents must sign the JERF to establish the effective date and move the process forward. Where there are 3 or fewer incumbents, there must be signatures from all incumbents. Where there are 4 or more incumbents, the JERF must contain signatures of at least 66% of the total number of active incumbents.

Following the above, HR will add the position to the next JJESC meeting agenda and invite the incumbent(s)/union and supervisor(s)/employer to this meeting to provide an opportunity for both parties to address the contents of the JERF and provide an opportunity for the JJESC to ask clarifying questions, if required.

- b.** The JJESC shall consider the Job Evaluation Request Form (JERF) and determine whether any additional steps or information is needed prior to the position being approved to move forward in the re-evaluation process.
- c.** Upon approval from the JJESC through receipt of a JJESC Response Form (Appendix E), the incumbent(s)/union and supervisor(s)/employer shall complete all required job documentation, including a Job Analysis Questionnaire (JAQ) and job description, to proceed with the re-evaluation process.

In the case of multiple incumbents, the committee shall ensure that one (1) JAQ is compiled from all incumbents in the position and signed by the respective supervisor(s) and incumbents.

Assistance is available, upon request, by either the Union Executive and/or Human Resources.

- d.** The JJESC encourages all incumbents/union and supervisors/employer to participate fully in the job evaluation process and complete all job documentation within the required timelines. The participation of all parties will ensure an accurate representation of the position from all viewpoints and is essential for a fair and accurate job evaluation; however, should a party not participate in some or all of the required job documentation, the position will continue in the job evaluation process as outlined in Article 8.3 (e).
- e.** Upon receipt of the JJESC Response Form (Appendix E), should the incumbent(s)/union and supervisor(s)/employer agree, the job documentation can be completed collaboratively and both parties will have a combined total of six (6) months to complete all of the required job documentation. In order to do so, an email needs to be submitted to HR Compensation within fourteen (14) business days of receipt of the JJESC Response Form by either the incumbent(s)/union and/or supervisor(s)/employer stating their intent to work collaboratively to complete the job documentation by the six (6) month deadline. Furthermore, each incumbent and supervisor shall confirm they are in agreement with working collaboratively by replying to the original email that is submitted to HR Compensation within fourteen (14) business days of receipt of the JJESC Response Form. If an email is not submitted to confirm intent to work

Job Evaluation Terms of Reference

collaboratively and/or not all parties agree to work collaboratively, the following procedures will apply:

JAQ completed by incumbent(s)/ union within the first three (3) months and submitted to HR	JD updated by supervisor(s)/ employer within the first three (3) months and submitted to HR	JD reviewed by incumbent(s)/ union in months four (4) and five (5) and submitted to HR	JD finalized by supervisor(s)/ employer by the end of the sixth month and submitted to HR	JAQ completed by supervisor(s)/ employer by the end of the sixth month and submitted to HR	OUTCOME
YES	YES	YES	YES	YES	Proceed to JJEC
YES	YES	YES	YES	NO	Proceed to JJEC without input from supervisor(s)/ employer on JAQ
YES	YES	YES	NO	NO	Proceed to JJEC without input from supervisor(s)/ employer on JAQ and third-party JD writing consultant completes final updates to the JD by the six (6) month deadline and supervisor(s)/employer billed for service
YES	YES	NO	N/A	NO	Proceed to JJEC without input from incumbent(s)/ union on JD and without input from supervisor(s)/ employer on JAQ
YES	NO	N/A	NO	NO	Proceed to JJEC without input from supervisor(s)/ employer on JAQ and third-party JD writing consultant completes JD by the six (6) month deadline and supervisor(s)/employer billed for service
YES	YES	NO	YES	YES	Proceed to JJEC without input from incumbent(s)/ union on JD
YES	YES	NO	YES	NO	Proceed to JJEC without input from incumbent(s)/ union on JD and without input from supervisor(s)/ employer on JAQ
YES	NO	N/A	NO	YES	Proceed to JJEC with third-party JD writing consultant completing JD by the six (6) month deadline with input from

Job Evaluation Terms of Reference

JAQ completed by incumbent(s)/ union within the first three (3) months and submitted to HR	JD updated by supervisor(s)/ employer within the first three (3) months and submitted to HR	JD reviewed by incumbent(s)/ union in months four (4) and five (5) and submitted to HR	JD finalized by supervisor(s)/ employer by the end of the sixth month and submitted to HR	JAQ completed by supervisor(s)/ employer by the end of the sixth month and submitted to HR	OUTCOME
					the incumbent(s)/union and supervisor(s)/ employer billed for service
NO	YES	YES	YES	YES	Proceed to JJEC with supervisor(s)/employer completing JAQ without input from incumbent(s)/union on JAQ
NO	YES	NO	YES	YES	Proceed to JJEC without input from incumbent(s)/union on JD and supervisor(s)/ employer completes JAQ without input from incumbent(s)/union on JAQ
NO	YES	YES	YES	NO	Deemed abandoned
NO	NO	NO	NO	NO	Deemed abandoned

When job documentation is submitted to HR as outlined above, HR will subsequently submit the job documentation to the alternate party completion.

Note: Should Human Resources not receive the required documentation within six (6) months following approval by the JJESC to move forward with a job evaluation, the request shall be deemed abandoned, and the parties will need to re-start the process from the beginning with a submission of a new Job Evaluation Request Form as per Article 8.3 (a).

- f. Upon receipt of the completed job description and Job Analysis Questionnaire with applicable signatures, HR will add the position to the next JJEC meeting agenda for evaluation.
- g. Upon review of the completed job documentation, where the JJEC deems it necessary, the JJEC Co-chairpersons shall proceed to gather any additional information needed by the committee on the job in written format only (e.g. Requesting clarification or further information of both the supervisor and incumbents via email).

- h.** The job shall be rated in accordance with the job evaluation plan. Once a new rating has been established, the Compensation and Job Evaluation Specialist (or designate) shall advise the incumbent(s) and/or supervisor of its decision with a copy of the Job Evaluation Advice of Rating Form (Appendix A). The rating of the job shall determine the pay grade for the job.
- i.** In the event a Job Evaluation Request Form is submitted by an incumbent(s), where the position that directly supervises the position is vacant, or the incumbent(s) of the supervisory position is on an extended leave of absence, the timeline for preparing a job description and commenting on the Job Analysis Questionnaire will be automatically extended to thirty (30) business days following the return of the current supervisor, up to a maximum of six (6) months, or six (6) months following the hiring of a new supervisor. If it is expected that the position of the supervisor remains vacant for longer than six (6) months, the employer shall appoint another supervisory staff to complete the documents on behalf of the employer within the six (6) months' time period.
- j.** In the event a supervisor wishes to have a position in their section re-evaluated and the position is vacant, the position shall be treated as a "New Job" as per Article 8.4.

Note: Temporary employees backfilling a permanent full-time employees' absence will not have the ability to initiate the job evaluation procedure for changed jobs outlined above. In situations where management initiates the above job evaluation procedure for changed jobs, and only temporary incumbents are in the position, the completion of the JAQ and review of the JD shall wait until the permanent incumbent has returned to the position.

8.4 Job Evaluation Procedure for New Jobs

Whenever the employer wishes to establish a new job, the following procedures shall apply:

- a.** The employer shall prepare a draft job description for the job.
- b.** The JJEC shall meet and establish a temporary pay grade for the job, based on the draft job description.
- c.** The job shall be posted, and any person appointed to the job shall be paid the temporary pay grade.
- d.** Twelve (12) months after appointment to the job, the incumbent(s) and the supervisor(s) shall complete a Job Analysis Questionnaire (JAQ). The questionnaire shall be submitted along with the updated job description to the JJEC. The JJEC shall rate the job according to the procedure set out in Article 8. If no job documentation has been submitted by the end of the 18th month following the first incumbent's start date in the position, the JJESC shall send out a notice to the supervisor(s) and incumbent(s) reminding them to submit updated job documentation in accordance with these Terms of Reference.

- e. If the pay grade increases as a result of the twelve (12) month review, such increase shall be paid to each incumbent effective the date of appointment to the job. In the event that the pay grade of the job decreases as the result of this re-evaluation of the job, the incumbent(s) shall be subject to Article 11.4. Should no job documentation be received by the end of the 20th month following the first incumbent's start date in the position, the evaluation shall be treated in accordance with Article 8.3, and the effective date of any pay increase shall also be in accordance with Article 11.3.

8.5 Procedure for Creating a New Job Description by Making Administrative Changes to an Existing Job Description

Whenever the employer wishes to establish a new job by making administrative changes to existing job description, the following procedures shall apply:

- a. The employer shall prepare a draft job description for the position by utilizing an existing job description and changing administrative items, such as reporting relationships and section/branch/department/division titles.
- b. The JJESC shall meet to review the job description.
- c. Should the JJESC deem the administrative changes to be of a significant nature, the position shall be treated as a "New Job" as per Article 8.4. Should the JJESC deem the administrative changes not to be of a significant nature, the job evaluation scores and level for the existing job description will be applied to the new position.
- f. The job shall be posted, and any person appointed to the job shall be paid the existing pay grade.
- g. Twelve (12) months after appointment to the job, the incumbent(s) and the supervisor(s) shall complete a Job Analysis Questionnaire (JAQ). The questionnaire shall be submitted along with the updated job description to the JJEC. The JJEC shall rate the job according to the procedure set out in Article 8. If no job documentation has been submitted by the end of the 18th month following the first incumbent's start date in the position, the JJESC shall send out a notice to the supervisor(s) and incumbent(s) reminding them to submit updated job documentation in accordance with these Terms of Reference.
- h. If the pay grade increases as a result of the twelve (12) month review, such increase shall be paid to each incumbent effective the date of appointment to the job. In the event that the pay grade of the job decreases as the result of this re-evaluation of the job, the incumbent(s) shall be subject to Article 11.4. Should no job documentation be received by the end of the 20th month following the first incumbent's start date in the position, the evaluation shall be treated in accordance with Article 8.3.

ARTICLE 9 – APPEAL PROCEDURE

- 9.1** Within thirty (30) working days of receipt of the Job Evaluation Advice of Rating Form (Appendix A) during the ongoing maintenance phase of job evaluation, in accordance with Article 8, the following procedure shall apply:
- a.** The incumbent(s)/union and/or the supervisor(s)/employer may request a review of the job ratings by completing and submitting a Job Evaluation Appeal Form (Appendix C) to Human Resources, stating the reason(s) for disagreeing with the rating of the job.
 - b.** Upon receipt, HR shall forward the Job Evaluation Appeal Form to the alternate party (incumbent(s)/union or supervisor(s)/employer) who shall add their own comments within thirty (30) business days of receipt from HR, before returning the Form back to HR. HR will subsequently submit the Form to the JJESC for review. The JJESC, by mutual agreement, may grant limited extensions should the alternate party require additional time to complete the Form due to extenuating circumstances.
 - c.** The JJESC shall consider the appeal request and make a decision as per Article 5.1 (b)
 - d.** Upon receipt of a completed Job Evaluation Appeal Form, the Compensation and Job Evaluation Specialist (or designate) shall arrange for same JJEC members, wherever possible, who rated the position initially, to meet to consider the appeal. In addition, the Compensation and Job Evaluation Specialist (or designate) shall arrange for the supervisor/manager and incumbent(s) to meet with the JJEC in order for the members of the JJEC to ask any questions related to the position to clarify, or provide additional, information on the position as necessary for the JJEC to make its final decision. JJEC Co-chairpersons may also request further information from other staff that interact with the position to understand the position from multiple perspectives.
 - e.** The JJEC shall make a decision which shall be final and binding upon the parties and all employees affected
 - f.** The committee shall inform both the incumbent(s) and the supervisor of its decision using the Job Evaluation Appeal Decision Form (Appendix D)

ARTICLE 10 – SETTLEMENT OF DISAGREEMENTS WITHIN THE JJEC

- 10.1** In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the JJEC Co-chairpersons of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee and attempt to assist in reaching a decision.

- 10.2** If, after meeting with the two (2) advisors appointed pursuant to Article 10.1, the committee remains unable to agree upon the matter in dispute, the JJEC Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.
- 10.3** Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 10.4** The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the employer, the union, and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 10.5** The employer and the union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 10.6** The arbitrator's fees and expenses shall be borne equally between the parties.
- 10.7** The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 11 - APPLYING THE RATING TO THE SALARY RANGES

- 11.1 Job ratings serve to:
- a. group jobs having relatively equivalent point values (this is commonly referred to as banding)
 - b. provide the basis upon which wage rate relationships between jobs are established
 - c. measure changes in job content
 - d. assign jobs to their proper pay grade in the salary schedule
- 11.2 The total point allocation shall be used to determine the salary range for the jobs.
- 11.3 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the effective date of the Job Evaluation Request Form as per article 8.3. The incumbent(s) shall retain the same place on any increment grid (i.e. step to step).

- 11.4 If a job is rated at a pay grade with a salary range lower than the current salary level for the job, the incumbent(s) of such job shall be placed at the step in the lower salary level that represents the next closest step that does not provide a decrease. Should the highest step in the lower band be lower than the incumbent's current salary, the incumbent(s) shall be provided with full red-circling protection.
- 11.5 No incumbent will have their wages reduced following the re-evaluation of their job.

ARTICLE 12 – Market Adjustment to Rates

- 12.1 Market pressure can impact specific positions within an organization and not others. As a result, individual market adjustments are sometimes required to deal with temporary imbalances in the market. Established criteria must be used to determine market imbalance.
- 12.2 If challenges occur in filling a vacant position, the Department Management Team, Director of Human Resources, Manager of Employee and Labour Relations, Manager of Compensation, Recruitment Team Lead and/or HR subject matter experts will meet to discuss the recruitment process and strategies for filling the position. Strategies may include, but are not limited to, applying a temporary market adjustment to the position.
- 12.3 Before a market adjustment can be considered the job description must be reviewed to ensure that it is up to date and accurately reflects the duties required to perform the job. If there are significant changes resulting from this review, job evaluation may be required which could potentially remedy the situation.
- 12.4 All market adjustments must be approved unanimously by the JJESC. This approval must be based on facts presented to the JJESC in the form of a business case which must include a market review. Market reviews are compiled to demonstrate that the roles current placement within the defined pay structure lags the market substantively. This includes a municipal comparator survey to request information regarding the details of similar postings in their own jurisdiction, including wage rate, minimum qualifications required, where the position is advertised, level of difficulty filling similar positions, and any other information deemed relevant. To be deemed as substantive, approved market data must indicate a market variance of greater than ten (10%) percent - based on Municipal comparators listed in the City of Barrie Economic Adjustment Procedure.
- 12.5 Market adjustments are intended to last only as long as necessary to address the market imbalance and will be reviewed by the JJESC every three (3) years to ensure that similar market conditions still exist. At the three-year mark, an updated business case must be presented to the JJESC. If evidence does not support the continuation of a market adjustment, the position will be placed back on the defined pay structure. In this case incumbents shall be placed at the step in the lower salary level that represents the next closest step that does not provide a decrease. Should the highest step in the lower band be lower than the incumbent's current salary, the incumbent(s) shall be provided with full red-circling protection. In addition, once the market adjustment has ended, any subsequent new hires will be hired based on the positions

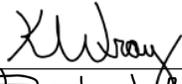
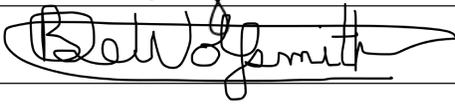
evaluated level in the defined pay structure. It must be clearly communicated on all applicable documentation (i.e., Job Posting, Offer Letter and/or JE results letter) that applicable market adjustments are temporary and can be ended at any time.

ARTICLE 13 – EXCEPTIONAL CIRCUMSTANCES

13.1 Any circumstances that arise during the process of job evaluation, which are not covered by these Terms of Reference may be discussed by the JJESC and a decision on how to proceed in those circumstances made with a consensus of all committee members.

ARTICLE 14 – CONCLUSION

14.1 The Terms of Reference, including all appendices, the Gender-Neutral Job Evaluation Plan and any other documents, as agreed to by the JJEC, shall be deemed to be included in the collective agreement, effective the date of signing of these Terms of Reference.

FOR THE EMPLOYER	FOR THE UNION
	
	
Date: May 13, 2021	Date: May 13, 2021

JOB EVALUATION ADVICE OF RATING FORM	
Incumbent's Name:	
Job Title:	Job #:
Department:	Location:

The following are the ratings that have been assigned to your job.

SUBFACTOR	DEFINITION
KNOWLEDGE	Measures the general knowledge and specialized or vocational training required using today's standards.
Rationale	
EXPERIENCE	Measures the amount of experience (combination of previous and on the job) required to carry out the job duties.
Rationale	
JUDGEMENT	Measures the judgement, choice of action and initiative required to carry out the job duties.
Rationale	
CONCENTRATION	Measures the frequency and duration of mental, visual, and audio concentration required to complete the job duties.
Rationale	
PHYSICAL EFFORT	Measures the type and duration of physical activity required to carry out the job duties.
Rationale	
DEXTERITY	Measures the movement/coordination required while considering speed to carry out the job duties.
Rationale	

ACCOUNTABILITY	Measures the effect of actions on others and or the organization (loss of time and resources).
Rationale	
SAFETY OF OTHERS	Measures the amount of care required to prevent injury or harm to others.
Rationale	
LEADERSHIP OF OTHERS	Measures the extent to which an employee is required to supervise the work of others.
Rationale	
CONTACTS	Measures the nature and purpose of the contact necessary in communicating with others.
Rationale	
DISAGREEABLE WORKING CONDITIONS	Measures the type and frequency of disagreeable conditions or hazards, under which the job duties are carried out.
Rationale	

Employer JJEC Co-chairperson:	Union JJEC Co-chairperson:
Date:	Date:

NOTE: If the incumbent(s)/union and/or the supervisor(s)/employer disagree with the rating established for the job, you may appeal the ratings by completing a Job Evaluation Appeal Form and submitting it to Human Resources within thirty (30) business days of receipt of this document. The reason for disagreeing with the job rating must be included in the Job Evaluation Appeal Form.

Joint Job Evaluation Committee/Human Resources to send copies to:

Incumbent(s)
 Supervisor
 Union

**JOB EVALUATION
REQUEST FORM**

Instructions

- a. Insert your name, job number (found on the most recent Job Evaluation Advice of Rating Form, or contact Human Resources to obtain), job title, department, and branch.
- b. Put an “X” next to the factor(s) below which you believe have changed/evolved since the most recent job evaluation of this position. If unsure, submitters can check all subfactors.
- c. In the Explanation section, please describe exactly how the position has changed/evolved since the most recent job evaluation of the position. Do your best to relate these changes to the subfactors being evaluated.
- d. Print and sign the form and send BOTH the electronic copy via email to HR.Compensation@barrie.ca and bring the hard copy with signature to the Human Resources office on the 2nd floor of City Hall. HR will then send the Request Form to the appropriate management members or incumbents, and JJEC Co-chairpersons.

1. Information of Individual or Group making the Job Evaluation Request:

Incumbent/Management Name (s)		Job Number (from Advice of Rating Form)	
Job Title of Position Requesting Evaluation		Department	
Branch	Length of time in this position (if incumbent)	Employment Status (if incumbent) (e.g. Permanent/Temp/Casual)	

2. Indicate which job subfactor(s) you are requesting be evaluated:

Place an “X”	Subfactor	Place an “X”	Subfactor	Place an “X”	Subfactor
	1. Knowledge		2. Experience		3. Judgement
	4. Concentration		5. Physical Effort		6. Dexterity
	7. Accountability		8. Safety of Others		9. Leadership of Others
	10. Contacts		11. Disagreeable Working Conditions		

SECTION 2: ADDITIONAL COMMENTS BY ALTERNATE PARTY

Instructions:

- a. If you are receiving this form with the first section completed, please review the comments made by the person who initiated the request, indicate whether you agree or disagree, and add your own comments in response to their submission in the Comments section.
- b. Once you have finished, please sign the form and send BOTH the electronic copy via email to HRCompensation@barrie.ca and bring the hard copy with signature to the Human Resources office on the 2nd floor of City Hall.
- c. If you have any questions, please contact the Employer or CUPE Local 2380 Co-chairperson of the Joint Job Evaluation Committee.

6. Indicate with an “X” whether you agree or disagree with the submission and comments made above.

	Agree in Full		Agree in Part		Disagree
--	---------------	--	---------------	--	----------

7. Provide comments/reasons below as to why you agree or disagree with the above submission, in additional to any clarifying information you can provide.

Comments

8. Please add your name, print, and sign.

Name	Signature	Date
Job Title	Department	Length of Time in your position

9. Received by:

Department Head Name	Department Head Signature	Date

**JOB EVALUATION
APPEAL FORM**

Instructions

- a. Insert your name, job number (found on the most recent Job Evaluation Advice of Rating Form, or contact Human Resources to obtain), job title, department, and branch
- b. Put an “X” next to the factor(s) below whose ratings you disagree with and for which you are asking reconsideration of.
- c. In the Explanation section, please insert any new or different information that was not shared with the committee through the most recent Job Analysis Questionnaire and Job Description submission from the last time the job was evaluated, that would support your request. In addition, please describe why you disagree with the rating given by the JJEC for any particular subfactor.
- d. Print and sign the form and send BOTH the electronic copy via email to HR.Compensation@barrie.ca and bring the hard copy with signature to the Human Resources office on the 2nd floor of City Hall. HR will then send the Request Form to the appropriate management members or incumbents, and JJEC Co-Chairpersons.

1. Information of Individual or Group making the Job Evaluation Appeal Request:

Incumbent/Management Name (s)		Job Number (from Advice of Rating Form)
Job Title of Position Being Appealed		Department
Branch	Length of time in this position (if incumbent)	Employment Status (if incumbent) (e.g. Permanent/Temp/Casual)

2. Indicate which job subfactor(s) you are requesting be appealed:

Place an “X”	Subfactor	Place an “X”	Subfactor	Place an “X”	Subfactor
	12. Knowledge		13. Experience		14. Judgement
	15. Concentration		16. Physical Effort		17. Dexterity
	18. Accountability		19. Safety of Others		20. Leadership of Others
	21. Contacts		22. Disagreeable Working Conditions		

SECTION 2: ADDITIONAL COMMENTS BY ALTERNATE PARTY

Instructions:

- d. If you are receiving this form with the first section completed, please review the comments made by the person who initiated the request, indicate whether you agree or disagree, and add your own comments in response to their submission in the Comments section.
- e. Once you have finished, please sign the form and send BOTH the electronic copy via email to HRCompensation@barrie.ca and bring the hard copy with signature to the Human Resources office on the 2nd floor of City Hall.
- f. If you have any questions, please contact the Employer or CUPE Local 2380 Co-chairperson of the Joint Job Evaluation Committee.

6. Indicate with an “X” whether you agree or disagree with the submission and comments made above.

	Agree in Full		Agree in Part		Disagree
--	---------------	--	---------------	--	----------

7. Provide comments/reasons below as to why you agree or disagree with the above submission, in additional to any clarifying information you can provide.

Comments

8. Please add your name, print, and sign.

Name	Signature	Date
Job Title	Department	Length of Time in your position

JOB EVALUATION APPEAL DECISION FORM	
Incumbent's Name:	
Job Title:	Job #:
Department:	Location:

The following are the results of the appeal:

Changed following review	SUBFACTOR	DEFINITION
	KNOWLEDGE	Measures the general knowledge and specialized or vocational training required using today's standards.
	Rationale	
	EXPERIENCE	Measures the amount of experience (combination of previous and on the job) required to carry out the job duties.
	Rationale	
	JUDGEMENT	Measures the judgement, choice of action and initiative required to carry out the job duties.
	Rationale	
	CONCENTRATION	Measures the frequency and duration of mental, visual, and audio concentration required to complete the job duties.
	Rationale	
	PHYSICAL EFFORT	Measures the type and duration of physical activity required to carry out the job duties.
	Rationale	
	DEXTERITY	Measures the movement/coordination required while considering speed to carry out the job duties.
	Rationale	

	ACCOUNTABILITY	Measures the effect of actions on others and or the organization (loss of time and resources).
	Rationale	
	SAFETY OF OTHERS	Measures the amount of care required to prevent injury or harm to others.
	Rationale	
	LEADERSHIP OF OTHERS	Measures the extent to which an employee is required to supervise the work of others.
	Rationale	
	CONTACTS	Measures the nature and purpose of the contact necessary in communicating with others.
	Rationale	
	DISAGREEABLE WORKING CONDITIONS	Measures the type and frequency of disagreeable conditions or hazards, under which the job duties are carried out.
	Rationale	

Employer JJEC Co-chairperson:	Union JJEC Co-chairperson:
Date:	Date:

NOTE: The results above are final and binding upon the parties and all employees affected.

Joint Job Evaluation Committee/Human Resources to send copies to:

Incumbent(s)
 Supervisor
 Union

**JOINT JOB EVALUATION STEERING COMMITTEE
RESPONSE FORM**

1. Information of Individual or Group making the Job Evaluation Request:

Incumbent/Management Name (s)	Job Number (from Advice of Rating Form)
Job Title of Position Submitted	Department

2. JJESC Response:

	Approved – May proceed to evaluation upon completion of an updated Job Description and a Job Evaluation Questionnaire and a Job Documentation Submission Form
	Approved – May proceed to the Joint Job Evaluation Committee for appeal review
	Denied – May not proceed due to the reasons outline below
	Deferred – Put on hold until the next JJESC meeting for the reasons outlined below
	Referred to the Labour Management Committee for adherence to Article 29:01 of the Collective Agreement

3. Rationale for above decision:

Explanation

Employer JJEC Co-chairperson	CUPE JJEC Co-chairperson
Signature:	Signature:
Date:	Date:

LETTER OF UNDERSTANDING #1 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE

(hereinafter referred to as “the Corporation”)

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)**

(hereinafter referred to as “the Union”)

OF THE SECOND PART

Leave For Full Time Union Office

The parties hereby agree as follows with respect to the unpaid leave of absence for full time union office duties (Article 21:06) for the duration of the Collective Agreement:

- The Corporation agrees that the President or Vice President of CUPE Local 2380 plus one other employee, to a maximum of two (2) employees, may be on such leave at any given time.
- The Corporation agrees to provide the Union with payroll and benefits administration services to the employee on leave and deduct all statutory deductions as required by law, which will include any salary increases affected pursuant to the Collective Agreement and any changes to the level of the employee’s position during the period of appointment to the Union.
- During the above leave, the employee will continue to accrue seniority and service as well as maintain City of Barrie CUPE Local 2380 extended health and dental benefits, Accidental Death and Dismemberment (ADD) and life insurance coverage, where applicable and subject to the terms and conditions of the benefit provider.
- The employee will not accrue vacation or sick leave credits during the above period and both will be prorated for the partial years worked. Any vacation or sick leave the employee takes during the leave period will be the responsibility of the Union. The employee’s existing vacation and sick bank will remain frozen until the return to work date.
- The Union agrees to reimburse the Corporation 100% of the above noted wages, statutory deductions and above benefits on a quarterly basis.

- The employee will not be eligible for Short Term Disability, Long Term Disability and benefits under Worker's Safety and Insurance Board (WSIB).
- Short Term Disability and Long Term Disability will be the responsibility of the Union. The Union and above employee will hold the Corporation harmless of any Short Term or Long Term Disability claims that occur during the noted period.
- Workplace Safety and Insurance Board benefits shall be the responsibility of the Union. The Union and the above employee hold the Corporation harmless of any WSIB claims that occur during the noted period.
- The employee's pension contributions will be in accordance with the Ontario Municipal Employee's Retirement System (OMERS) and the Corporation will notify OMERS that the employee is on an approved unpaid leave for union business during the above period.
- Should the President or Vice President of CUPE Local 2380 take such leave, the Corporation agrees to reimburse the Union for the applicable wages for all meetings attended with the Corporation and any other circumstance approved by the Director of Human Resources. The Union will provide an invoice to the Corporation on a quarterly basis.
- No claim shall be made on the Corporation by the Union for the following: attendance at meetings with the Corporation (except as above), overtime and work performed on statutory holidays, shift premiums, meal allowance, stand by and call out pay, travel and business allowance/mileage.
- Should the Union and employee decide to end the unpaid leave of absence earlier than anticipated, thirty (30) calendar days' notice in writing will be provided to the Corporation.

This agreement shall be for the term of the current collective agreement.

FOR THE UNION

Mike Murphy

FOR THE CORPORATION

[Signature]

Date: _____

Date: _____

LETTER OF UNDERSTANDING #2 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE

(hereinafter referred to as “the Corporation”)

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380**

(hereinafter referred to as “the Union”)

OF THE SECOND PART

Overall Responsible Operator (ORO) Eligibility Recognition Plan

WHEREAS, the Provincial Government, through regulations, established the requirements for Water & Wastewater System owners to designate an appropriately Licenced/Certified eligible Operator as ORO with required oversight of the Water and Wastewater Sub-systems at all times.

AND WHEREAS, the City desires to enter into an ORO Eligibility Recognition Plan to provide reasonable opportunity and encourage advancement of license/certification levels by our many Licensed Water & Wastewater Operators who are actively assigned to work in a corresponding sub-system;

THEREFORE, the parties agree as follows:

1. This ORO Eligibility Recognition Plan is available to all Licensed/Certified (under O.Reg.s. 128/04 & 129/04) Operations, Maintenance and Monitoring staff that do not have ORO duties or responsibilities identified in their corresponding job description and are qualified through appropriate Licensing/Certification, demonstrated skills, knowledge and ability to act in the capacity of ORO under prevailing Ontario regulations, in the sub-system in which they are assigned, and have completed their probationary period;
2. The eligibility criteria is as follows:
 - a. ORO **full** eligibility – requires an employee who holds a Water and/or Wastewater operating license/certificate that is equal to or greater than the classification of the system or sub-system to which they are actively assigned

and have demonstrated competencies, as determined by management, to successfully execute the ORO duties for that system or sub-system.

b. ORO **partial** eligibility – for an employee who has no greater than one classification of license/certification below the class of the facility in which they are actively assigned and have demonstrated competencies, as determined by management, to successfully execute the ORO duties – for the foreshortened period allowed by regulation(s). This shall not exceed the Ministry of Environment, Conservation and Parks (MECP) regulations with respect to number of days in a 12 month period (150 days).

c. The employee actively participates in any ORO training opportunities and commits to participating on the ORO roster once training is complete.

3. The ORO Eligibility Recognition payment schedule is as follows and subject to deductions in accordance with the Canada Revenue Agency:

a. Overall Responsible Operator **full** eligibility as outlined below for a full year of active participation in their assigned sub-system;

- Class 4 Certified Sub-system - \$2,000
- Class 3 Certified Sub-system - \$1,500
- Class 2 Certified Sub-system - \$1,000
- Class 1 Certified Sub-system - \$500

b. Overall Responsible Operator **partial** eligibility to a maximum of 25% of the full eligibility amount for a full year of active participation in their assigned sub-system.

For the purposes of this LOU, active participation in an assigned sub-system means the duties, functions and tasks that qualify as “Operating Experience” as defined within the Water and Wastewater Certification Guidelines (O.Reg. 128/04 (SDWA) and O.Reg. 129/04 (OWRA) – as amended)

A Lump sum payment will be made to eligible employees who are employed with the Corporation at the time of payment which is the last pay day of a calendar year, pro-rated for the proportion of the year of active assignment to specific sub-systems and the proportion of the year that individual held eligibility.

4. The employee must submit the MECP issued licenses/certificates to the respective Branch Manager and payment will be initiated by the Corporation upon receiving a copy of the license/certificate and validation of eligibility for payment in writing from the respective Branch Manager.

This agreement shall be for the term of the current collective agreement.

FOR THE UNION

Mike Murphy

FOR THE CORPORATION

J. L. ...

Date: _____

Date: _____

LETTER OF UNDERSTANDING #3 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE

(hereinafter referred to as "the Corporation")

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)**

(hereinafter referred to as "the Union")

OF THE SECOND PART

The parties hereby agree as follows with respect to the temporary positions of **Venue Technician** and **Venue Technical Coordinator** in the Recreation and Culture Services Department.

- The classifications will be added to Appendix A, Column B (40 Hours).
- The hours of work will be in accordance with Article 22:03 (Rotating Shifts). The hours of work for this position will be scheduled by the Supervisor based on the operational needs of the theatre and will be up to 40 hours per week and up to 12 hours per day.
- The hours of work will be averaged over a period of two (2) weeks for the purpose of determining overtime pay. Any hours worked in excess of eighty (80) hours in a two (2) week consecutive period will be reconciled at the applicable overtime rate.
- The incumbent(s) will receive a safety footwear allowance each year in accordance with Article 27:01 c).

This agreement shall be for the term of the current collective agreement.

FOR THE UNION



FOR THE CORPORATION



Date: _____

Date: _____

LETTER OF UNDERSTANDING #4 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE

(hereinafter referred to as "the Corporation")

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380**

(hereinafter referred to as "the Union")

OF THE SECOND PART

The parties agree to the following on a without prejudice or precedent basis regarding hours of work for employees in the classification of Service Desk Specialist:

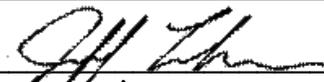
1. The classification of Service Desk Specialist will be added to Article 22:06 b) Special and Rotating shifts.
2. A double asterisk "** (hired after April 6, 2021)" beside the classification will denote that employees hired prior to April 6, 2021 into the classification marked with a double asterisk will be scheduled in accordance with Article 22:05, 22:06 f) and 22:06 g).
3. Future decisions to add new complement to the bargaining unit will be subject to the approval of the Executive Management Team and subsequently Council.

This agreement shall be for the term of the current collective agreement.

FOR THE UNION



FOR THE CORPORATION



Date: _____

Date: _____

LETTER OF UNDERSTANDING #5 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE

(hereinafter referred to as "the Corporation")

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380**

(hereinafter referred to as "the Union")

OF THE SECOND PART

The parties agree to the following on a without prejudice or precedent basis regarding hours of work for casual employees employed in parks maintenance (including horticulture and forestry):

1. For casual employees employed in parks maintenance (including horticulture and forestry), the normal hours of work per day will be scheduled between the hours of 5:00 a.m. and 4:30 p.m. on any ten (10) days over a two week period. No employee will be required to work split shifts.
2. The hours of work will be averaged over a period of two (2) weeks for the purpose of determining overtime pay. Any hours worked in excess of eighty (80) hours in a two (2) week consecutive period will be reconciled at the applicable overtime rate.

This agreement shall be for the term of the current collective agreement.

FOR THE UNION



FOR THE CORPORATION



Date: _____

Date: _____

LETTER OF INTENT #1 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE

(hereinafter referred to as "the Corporation")

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2380 (CITY OF BARRIE UNIT)**

(hereinafter referred to as "the Union")

OF THE SECOND PART

Learning and Development for Employees

The parties agree to meet by December 31, 2021 to review existing applicable policies and procedures and to explore new opportunities in an effort to enhance the professional learning and development of employees.

FOR THE UNION

Mike Murphy

FOR THE CORPORATION

[Signature]

Date: _____

Date: _____

LETTER OF INTENT #2 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE

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OF THE SECOND PART

Safety Footwear (Article 27:01)

The parties agree to meet by June 30, 2021 to discuss improving the current mechanism to provide employees with quality safety footwear while performing their job.

This will include the current parameters associated with entitlements.

FOR THE UNION



FOR THE CORPORATION



Date: _____

Date: _____

LETTER OF INTENT #3 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE
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OF THE FIRST PART

and

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(hereinafter referred to as "the Union")

OF THE SECOND PART

Part Time Complement

The parties agree to meet by October 31, 2021 to review the number of part time positions in each department and explore opportunities and benefits on complement changes from part time to full time and develop recommendations for consideration by the Corporation.

FOR THE UNION



FOR THE CORPORATION



Date: _____

Date: _____

LETTER OF INTENT #4 2021-2022

between

THE CORPORATION OF THE CITY OF BARRIE

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OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
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OF THE SECOND PART

2022 Collective Bargaining Negotiations

The parties agree to meet no later than April 1, 2022 to commence bargaining for a Collective Agreement that extends beyond June 30, 2022.

FOR THE UNION



FOR THE CORPORATION



Date: _____

Date: _____