



COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter called "The Employer")

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175
(hereinafter called "The Union")

EFFECTIVE

April 1, 2008 - March 31, 2011

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PREAMBLE

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

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

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the United Food and Commercial Workers Canada, Local 175 as the bargaining agent of all call centre employees of the Transportation and Works Department of The Corporation of the City of Mississauga, save and except administrative assistants, supervisors and those above the rank of administrative assistant.
- 1.2 The term “employee” as used in this Agreement shall mean only those employees who are included in the bargaining unit, as described in Article 1.1 above. For the purposes of interpretation, whenever the feminine gender is used in this Agreement, it shall be deemed to include the masculine, and the singular shall include the plural and vice-versa, wherever the context so requires.
- 1.3 The Employer shall not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively.
- 1.4 Supervisors and all other employees of the Corporation shall not perform work normally performed by bargaining unit Employees except for Training, Emergencies and Public Safety.

ARTICLE 2 - UNION SECURITY AND UNION DUES CHECKOFF

- 2.1 (a) All Employees in the bargaining unit shall be members of the Union in good standing as a condition of employment.
- (b) The employer shall supply new employees with a copy of the Collective Agreement and a United Food and Commercial Workers Canada Union

Membership application at the time of sign up. The Employer will submit the completed Union Membership application to the Union.

2.2 (a) The employer shall deduct from members of the bargaining unit the regular union dues. Such dues shall be remitted to the Union prior to the fifteenth (15th) day of the month following the month in which such deductions were made. The employer will also forward to the Union the member's information as outlined in 2.2 (b).

(b) The remittance statement shall contain a dues and initiation report which shall be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spread sheet in "excel", Quattro Pro, "Lotus" or other software program acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information as known to the City.

1. S.I.N (provided a written release of this information is provided by the Employee)
2. Employee Number
3. Full Name
4. Full Address
5. Telephone Number
6. Date of Hire
7. Rate of Pay
8. Position Title
9. Union Dues Deducted
10. Arrears

(c) The Employer will provide a T-4 slip for each employee.

2.3 The Union shall provide the Employer with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees and when the Employer is to collect membership initiation fees or assessments levied by the union, from its members.

2.4 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection and remittance of such dues.

ARTICLE 3 - UNION STEWARDS AND COMMITTEES

- 3.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the employer without proper authorization from the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its Union Representatives. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 3.2 The Union shall have the right to have a Business Representative of the UFCW attend meetings with the Corporation provided advance notice has been given to the Director of Transit or the Manager, Human Resources, Transportation & Works or designate. The Union agrees to provide reasonable advance notice.
- 3.3 Any employee who so desires it, shall have the right to review their employee file in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management. If any employee so affected objects to the material contained in such file such objection may be made the subject matter of a grievance and be processed in accordance with the provisions of Article 7 herein. Times designated by Management will be reasonable.
- 3.4 (a) The Union shall have the right to appoint or otherwise select two (2) stewards from amongst employees within the bargaining unit who have completed their probationary period.
- (b) The Union shall notify the Employer in writing of the name of each steward and, where applicable, each Committee member, before Management shall be required to recognize any person so selected.
- (c) The Union acknowledges that the Stewards have regular duties to perform on behalf of the employer and may not leave their regular duties without notifying their immediate supervisor. Each steward shall, with the consent of their supervisor, be permitted to leave their regular duties for a reasonable length of time without loss of pay, to function as a steward as provided in this Collective Agreement. Such permission, subject to operational needs, will not be unreasonably withheld.
- 3.5 A representative of the Union shall be given the opportunity to meet with each new employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes. The fifteen (15) minute meeting will be arranged by the union Steward and the Supervisor. Such meeting is to take place during the first month of employment at a time and place acceptable to the Supervisor.

The purpose of such meeting is to acquaint the new employee with their responsibilities and obligations to the Union. The Union must receive advance permission prior to holding this meeting.

- 3.6 (a) An Employee who is called to a meeting by their Supervisor or other Management personnel for the purpose of receiving written disciplinary action, a disciplinary suspension or discharge shall have a steward present as a witness. All lesser disciplinary action shall be conducted on a one-to-one basis between the immediate supervisor and the affected Employee unless either party requests the presence of a Steward.
- (b) Should an Employee decline the opportunity to have a Union representative, the employee must acknowledge same by signing a form.
- (c) In consideration of stewards, members of the Union Committee and other Union Officers who are Employees, complying with the terms of (a) above, the City will pay such Employees for time spent attending grievance hearings or attending official meetings with representatives of the City during their regular scheduled hours of work.
- (d) An Employee shall have the right to have a steward present during the investigation meeting which may result in discipline or discharge or in any meeting where discipline is being imposed. An Employee has the right to waive their right to union representation. This does not preclude the Employer from meeting with an Employee on a one-on-one basis for the purpose of coaching or counselling unless such an Employee requests the presence of a steward.
- 3.7 A Negotiating Committee will consist of a Union Business Representative from UFCW and not more than two (2) bargaining unit employees appointed or elected by the Union. Employees appointed by the Union to the Negotiating Committee, who are required to be in attendance at negotiating sessions, will have their wages and benefits (for full time employees) kept whole by the Employer. Part time employees will be paid for the duration of the meeting or their scheduled shift, whichever is less.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes that it is the right of the Corporation to manage the affairs of the Municipality and to exercise all of the rights, powers, authority or management, to introduce technical improvements and determine the methods of operation, and changes in the methods of operation, the extension, limitation, curtailment or cessations of operations, and the right to engage, lay off, promote, demote, classify, assess and transfer Employees. A claim that an Employee who has completed his/her probationary period has been discharged, demoted or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

- 4.2 The Corporation agrees that the exercise of such rights shall be consistent with the provisions of this Collective Agreement.

ARTICLE 5 - EMPLOYEE AND UNION CO-OPERATION

- 5.1 The employer and the Union agree that there shall be no discrimination, intimidation, interference, or coercion exercised or practised with respect to any employee on the basis of membership in the Union or Union activity, or lack of union activity, political or religious affiliation, race, creed, colour, age, sexual orientation, marital status or national or ethnic origin.
- 5.2 The Union and the City agree the work unit covered by this Collective Agreement should be free of harassment and the City and the Union agree to co-operate with each other in preventing and eliminating harassment if same should occur.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.1 The Corporation agrees that it will not cause or direct any lock out of its Employees during the term of this Agreement.
- 6.2 The Union agrees that it will not cause or direct any strike or slow down by its members during the term of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 Any complaint, disagreement, or difference of opinion between the Employer and the Union, or between the employer and an employee covered by this Agreement which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, may be considered as a grievance.
- 7.2 Complaints and grievances shall be dealt with in the manner outlined below. All grievances must be in writing (Step 1 excepted), and filed within ten (10) working days of the alleged grievance.
- 7.3 Step 1

If an Employee has a complaint, he/she shall, with or without his/her steward, take the matter up orally with his/her supervisor, or designate. The supervisor, or designate, will give his/her answer to the complaint within seven (7) working days after it has been brought to his/her attention.

Step 2

If the reply of the Supervisor, or designate, is not satisfactory, the complaint shall be stated in writing as a grievance and shall, within ten (10) working days after the

Supervisor, or designate, has given his/her answer, be submitted by the Employee and a steward to the Section Manager.

Within two (2) working days after receipt, the Section Manager will commence discussion with the Employee and his/her steward, and will give his/her reply, in writing, within a further seven (7) working days.

Step 3

If the reply of the Section Manager is not satisfactory, the grievance may, within ten (10) working days, be referred to the Director of Transit, or designate, or such other representative as may be chosen to represent the City, will meet with the Union Committee, which includes the Union Business Representative, to discuss the grievance. This meeting will be scheduled within five (5) working days after it has been referred to this step. A written reply to the grievance will be given within seven (7) working days after the meeting has been held.

7.4 Group Grievance

The Employer will recognize a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same. A Group Grievance shall commence at Step No. 1. The Union shall identify all affected employees by name where applicable.

7.5 Policy Grievance

Any differences arising directly between the Union and the Employer, relating to the interpretation, application or alleged violation of the Agreement may be presented by either party as a Policy Grievance within ten (10) calendar days after the date when the subject matter of the grievance first arose commencing at Step No. 2. The Union shall identify all affected employees by name, where applicable.

7.6 Discharge or Discipline Grievances

If a non-probationary employee believes he/she has been unjustly suspended or discharged, the matter may be submitted as a written special grievance to the Director of Transit, or designate, at Step No. 3, within seven (7) calendar days after the suspension/discharge.

7.7 Any of the time allowances provided in this Article may be extended by mutual agreement.

7.8 Where an employee receives a written disciplinary warning and receives no further written discipline for a period of twenty-four (24) clear months from the date of the warning, or the warning is withdrawn by grievance or arbitration procedure, such warning shall be removed from the employee's record and shall not be used in any subsequent disciplinary action or arbitration proceedings.

ARTICLE 8 - ARBITRATION

- 8.1 No matter may be submitted to Arbitration which has not been carried through all previous steps of the Grievance procedure.
- 8.2 (a) When a grievance is not settled or withdrawn as set out in Article 7, the party initiating the grievance shall notify the other party in writing, naming their Counsel within thirty (30) calendar days of the STEP 3 decision. The other party shall notify the initiating party of their Counsel within a further seven (7) working days.
- (b) Should the two Counsels fail to agree on an Arbitrator within twenty (20) days of the notification mentioned above, they shall ask the Minister of Labour of the Province of Ontario to nominate a person to act as sole Arbitrator.
- 8.3 When a grievance is not settled, or withdrawn as set out in Article 7, STEP 3, and either party requests a Board of Arbitration, the party requesting the Board of Arbitration shall notify the other party in writing, naming their nominee to the Board of Arbitration. The other party shall notify the initiating party of their nominee to the Board of Arbitration within a further seven (7) working days, naming their nominee to the Board of Arbitration.
- 8.4 The two (2) nominees to the Board of Arbitration shall select the Chairperson.
- 8.5 Should the two (2) nominees fail to agree on a chairperson within twenty (20) days of the notification mentioned above, they shall ask the Minister of Labour of the Province of Ontario to nominate a person to act as chairperson of the Board of Arbitration.
- 8.6 Neither an Arbitrator nor a Board of Arbitration, shall not have any power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions of any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 8.7 The decision of either the Arbitrator or the Board of Arbitration, a majority thereof, or if no majority, the Chairperson of the Board of Arbitration constituted in the above manner, shall be binding on both parties.
- 8.8 Each of the parties to this Collective Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the expense, if any, of the sole Arbitrator or Chairperson.
- 8.9 Should a sole Arbitrator be selected, the parties will jointly bear the expense, if any.

- 8.10 No person who has been involved in any attempt to negotiate and settle the grievance shall be a member of the Board of Arbitration or act as the Arbitrator.
- 8.11 Any of the time allowances provided in this Article may be extended by mutual agreement.

ARTICLE 9 - HEALTH & SAFETY

- 9.1 One (1) member of the bargaining unit shall be appointed by the Union as a member of the Semenik Administration Health and Safety Committee.
- 9.2 The Health and Safety Committee shall meet and discuss all unsafe or hazardous or dangerous conditions and shall be taken up and dealt with at such meetings. The minutes of all Health and Safety Committee meeting shall be kept, and copies of such Minutes shall be sent to the Union and the employer and one (1) copy to be posted.
- 9.3 The Health and Safety Committee shall be notified in writing of each lost time accident or injury. The Health and Safety Committee shall investigate and report, in writing, to the Union and the employer as soon as possible on the nature and cause of the lost time accident or injury.
- 9.4 An employee who is injured during working hours and is required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their hourly rate of pay, unless the doctor states that the employee is fit for further work on that shift.
- 9.5 (a) Full Time Employees
- In the event a full time employee is unable to work because of a work related accident and where the Corporation is not challenging the validity of a claim, which decision shall not be grieved by the Union, the Corporation will continue the employee's regular wages. In the event the claim is denied, the employee may choose repayment through the STD plan if sufficient medical evidence is provided to satisfy the STD plan requirements.
- (b) Part Time Employees
- In the event a part time employee is unable to work because of a work related accident the employee will be paid directly by the Board upon approval of his/her claim.
- 9.6 The elected member of the Joint Health and Safety Committee, and one (1) additional member, shall be trained as Certified members.

9.7 Payment for Committee Members

A member of a committee shall be deemed to be at work while performing Committee duties prescribed herein or by the Act, and shall be paid by the employer at the applicable rate.

9.8 Upon request, the worker member of the Joint Health and Safety Committee shall be provided a minimum of one (1) hour preparation time prior to each regularly scheduled meeting of the Joint Committee.

ARTICLE 10 - LEAVE OF ABSENCE

10.1 In the case of an unpaid leave of absence for a full time employee, normal benefit coverage, if applicable, will remain in effect until the end of the month in which the employee's leave of absence commences. Thereafter, the full time employee may purchase their benefits, save and except LTD, Life and AD&D.

10.2 The Employer may grant a leave of absence without pay to any employee requesting such leave for good and sufficient cause, such request shall be submitted, in writing, to their Manager who forwards the request to the Director for approval. Such leave may not exceed thirty (30) days in any one calendar year, and shall not be unreasonably denied.

10.3 An employee granted a leave of absence in accordance with the provisions of this Article shall not engage in any other employment during such leave unless authorized to do so, in writing, by the Corporation. Such authorization will not be unreasonably withheld.

10.4 Education/Union Convention Leave

(a) A leave of absence for two (2) Employees to attend Union conventions or Union sponsored education courses will be approved provided at least four (4) weeks notice is given. The convention schedule will be pre-arranged with the City, and will be scheduled around established work schedules so the Employee will not lose pay.

- i) Two (2) Stewards each year on the pre-scheduled conference dates.
- ii) Two (2) Stewards every third year on the pre-scheduled four (4) consecutive days.

(b) A full time employee elected or appointed to a paid full time position within the Union, shall be granted up to one (1) year leave of absence without pay or benefits.

- (c) At the Union's request, employees on an approved leave of absence for Union business will have their wages and applicable benefits kept whole by the Employer. The Union will, on a monthly basis, reimburse the Employer for wages and benefits so billed.

10.5 The City will reimburse employees for educational courses taken, provided;

- (a) The course has been authorized by the Department Head and Human Resources Director; and
- (b) Substantiated successful completion of the course is obtained. Only courses directly related to the employee's work will be considered. Enquiries regarding courses should be made to Human Resources Department.
- (c) Any employee authorized or required by the Corporation to take a course or a training seminar shall be paid in accordance with the City's Tuition/Registration Fees Policy and Car Allowance Policy.

10.6 Jury Duty/Witness Leave (Full Time Employees)

- (a) In the event that a full time Employee is called for jury duty, or as a witness in any court, except as a witness on his/her own behalf, the Corporation shall pay the Employee their regular pay for each day the Employee is required to be absent from work, without loss of seniority, provided that he/she:
 - i) notifies the Corporation immediately upon notification that he/she will be required to attend on jury or witness duty;
 - ii) presents proof of service to the Corporation requiring such attendance;
 - iii) presents proof of payment received and promptly repays the amount (other than expenses paid to him/her) which he/she receives for such attendance; and
 - iv) reports to work when not required at court.
- (b) Time spent by an Employee required to serve as a court witness on any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

10.7 Bereavement Leave

- (a) A full time Employee will be allowed up to three (3) days off with pay, or without pay for the part time employees, ending the day of the funeral, in the event of a death of their father, mother, spouse, child, sister, brother, mother-in-law or father-in-law, to make arrangements for and/or to attend the funeral. One extra day may be allowed with pay by the Department Head for overnight travelling purposes to and from the funeral.
- (b) A full time Employee will be allowed one (1) day off with pay, or without pay for the part time employees, in the event of the death of their son-in-law, daughter-in-law, sister-in-law, brother-in-law, a grandparent or a grandchild, to make arrangements for and/or to attend the funeral.
- (c) The City may require proof of death and in any circumstance, only regular working time missed shall be paid for. Additional leave of absence, without pay, will be granted upon approval by the Department Head.

10.8 Pregnancy, Parental and Adoption Leave

Pregnancy, Parental and Adoption Leave shall be granted in accordance with the Employment Standards Act.

10.9 EPD Program (Full Time Employees only)

Where the City provides an “Employee Paid Day” (EPD) program, full time non-probationary employees may request participation in the program, subject to the following conditions:

- i) Employees may purchase up to ten (10) days per year and may request usage for one day intervals with four (4) weeks notice. Requests for 1 or 2 consecutive weeks usage must include the time which the employee proposes to take with the EPD request form.
- ii) If there is a conflict in requested time off, seniority will be the determining approval factor.
- iii) The employer agrees to be flexible with regard to the actual scheduling of EPD days due to travel arrangements and therefore will accommodate minor adjustments to scheduling up to two (2) months before the approved time off.
- iv) Such approval will not cause overtime to be paid to the covering employees and will not be unreasonably denied.

ARTICLE 11 - SENIORITY

- 11.1 (a) A full time Employee shall be considered on probation and will not have any seniority standing with the Corporation until after completing six (6) months of continuous employment. If a probationary employee is absent from work for any reason during their six (6) month probationary period, or if the employee is unable to perform their full regular duties, the probationary employee's probationary employment will be extended by a period equal to the number of absent days and/or the number of days when the employee did not perform their full regular duties. Seniority will then date back to the first date of their probationary period adjusted to reflect the absence(s).
- (b) A part time Employee shall be considered on probation and will not have any seniority standing with the Corporation until after completing 910 hours of continuous employment. Seniority will then be dated back to the first date of the probationary period.
- 11.2 On successful completion of their probationary period, an Employee shall be placed on the seniority listing and their seniority date shall be their last continuous date of hire.
- 11.3 Before January 31 and July 31 of each year, a seniority list showing the names and seniority dates of Employees will be prepared by the City, and be posted on the bulletin board. A copy of the seniority list will be forwarded to the Union. The union will advise the Corporation of any inaccuracies with the List within three (3) weeks of posting.
- 11.4 Seniority shall be on a bargaining unit wide basis; however, the list will commence with full time employees on a descending basis and then list part time employees commencing with the most senior part time employee. Part time Employees shall accrue seniority on a pro-rated basis to full time Employees, which accrual shall be at the rate of one half (2) year seniority for each completed 12 month period of continuous employment year of service.
- 11.5 Employees acquiring seniority on the same date shall be added to the seniority list in order of their month and day of birth.
- 11.6 Seniority previously accumulated will be lost whenever an Employee:
- (a) quits or is discharged for just cause and the discharge is not reversed through the grievance or arbitration procedure;
- (b) is absent for three (3) consecutive working days without an explanation satisfactory to the City acting responsibly;

- (c) is laid off for a period equal to the seniority held at the time the layoff occurred but not exceeding twelve (12) consecutive months;
- (d) fails to report for work at the expiration of any leave of absence granted by the City without an explanation satisfactory to the City acting reasonably;
- (e) fails to return to work within seven (7) working days after notice of recall has been sent out in accordance with Article 13. Should an extension to the time limit be required, it may be extended up to twenty (20) working days providing both parties agree to such a request and such extensions shall not be unreasonably withheld;
- (f) is absent in excess of twenty-four (24) months due to accident or illness, and becomes totally and permanently disabled;

11.7 In the event that a full time employee changes status from full-time to part-time status, he/she shall retain their original date of hire as their seniority date.

ARTICLE 12 - VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS

- 12.1 (a) When a vacancy occurs or a new position is created in the bargaining unit, such openings will be posted on the bulletin board. These openings will be posted for a period of seven (7) calendar days. In order to be eligible for the posted vacancy, an Employee must apply within the seven (7) calendar day period.
- (b) All temporary promotional opportunities greater than six (6) months shall be posted and filled in accordance with article 12.2.
- 12.2 In all cases of promotion and/or transfer the City shall base its decision on seniority, skill and ability and where skill and ability are relatively equal, seniority shall be the determining factor.
- 12.3 Each posting shall include the position's title, section, duties, qualifications, assessments and salary or hourly rate. The posting will also include the date of the posting and the closing date and the time of closing.
- 12.4 (a) When an Employee is transferred, with the employee's consent, to a temporary position within the City which is outside of the bargaining unit, with the exception of a temporary modified work plan, they shall retain their seniority within the bargaining unit for a period of up to one (1) year. During that one (1) year period, the employee shall pay union dues and assessments. The employee shall have the right to return to their former position in the bargaining unit at any time during the one (1) year period.

- (b) When an employee is the successful candidate for a full time position, which is outside of the bargaining unit, they shall retain their seniority within the Union for a period of six (6) months. During that six (6) month period, the employee shall pay union dues and assessments. The employee shall have the right to return to their former position in the bargaining unit at any time during the six (6) month period.
 - (c) An employee's right to return without loss of seniority, as referenced in (a) and (b) above shall not exceed one (1) year unless there is an agreement by both the City and the Union.
- 12.5 (a) If a part time employee is the successful candidate for a full time posting for the same duties as s/he had while part time, then that employee will serve a two (2) month trial period. During the trial period, in the event the successful candidate is not able or does not wish to complete the training or trial period, s/he shall be returned to his/her former position, wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions, shall also be returned to his/her former position, wage or salary rate without loss of their seniority.
- (b) If the part time employee is a successful candidate for a full time promotion in a classification different than what s/he held while part time, s/he will serve a four (4) month trial period. During the trial period, in the event the successful candidate is not able or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, s/he shall be returned to his/her former position, wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions, shall also be returned to his/her former position, wage or salary rate without loss of their seniority.

ARTICLE 13 - LAYOFF AND RECALL

- 13.1 In cases of a reduction to the work force, Employees will be laid off in the following order:
- Probationary employees will be laid off first
 - Part time employees in the reverse order of their bargaining unit wide seniority; then
 - Full time employees in the reverse order of their bargaining unit wide seniority.

It is understood that the remaining employees as outlined above, must have the ability and qualifications to perform the normal requirements of the remaining jobs. Recall shall be in the reverse order of the above layoff procedure.

- 13.2 Employees who have completed their probationary period, and who are laid off due to lack of work, will be recalled to work when work becomes available, in the order of their seniority, provided such Employees are qualified in accordance with 12.2 to perform the work that is available. Such recall will be by registered mail addressed to the last address recorded with the City by the Employee. The employee shall keep the Employer advised at all times of his/her current address.
- 13.3 Full time Employees who have been laid off due to lack of work will retain their seniority and right of recall for the period of the Employee's actual service up to a maximum of twelve (12) months.
- 13.4 a) Employees shall have bumping rights in accordance with their seniority.
- b) A part time employee in a layoff situation shall not have the right to bump a full time employee.
- 13.5 Layoff notices shall be in accordance with the Employment Standards Act.
- 13.6 No new employee shall be hired into a job classification from which an employee is laid off and who has recall rights, until those laid off have been given the opportunity of recall.

ARTICLE 14 - WAGES AND CLASSIFICATIONS

- 14.1 Job classifications and rates of pay are set out in Schedule "A" of this Agreement.
- 14.2 The employer shall pay salaries and wages as set out in Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions. Wages shall be paid bi-weekly. The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award, or this Agreement.
- 14.3 Supplementary Agreements, if any, shall form part of this Agreement and shall be subject to the Grievance and Arbitration Procedures.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.1 Full Time Employees
- (a) The standard work week shall be thirty-five (35) hours per week of a seven (7) day work week which is scheduled with five (5) consecutive workdays being seven (7) hour days with a thirty (30) minute lunch break.
- (b) The shift schedule is currently scheduled between the hours of 6:30 a.m. to 9:30 p.m. based on a seven (7) day, Monday to Sunday

operation. Except in a temporary emergency situation, should the Corporation determine the need to alter an Employee's schedule, the Corporation agrees to provide notice to the Union thirty (30) days before its intent to implement the shift changes.

(c) Shifts will be offered to Employees in order of seniority.

15.2 (a) All authorized overtime hours worked over the standard work week shall be paid or banked as lieu time, as elected by the employee, at the rate of time and a half (1 ½).

(b) Overtime shall be offered to Employees in their classification in order of seniority and required of Employees in reverse order of seniority.

(c) Except in an emergency situation no Employee shall be required to work overtime except as provided for in sub-section 15.2 (b).

15.3 Part Time Employees

(a) Any part-time employee hired after October 24, 2008 will only be scheduled by the City for up to a maximum of twenty-four (24) hours per week; however, such an employee may 'pick up' (as per the practice) any additional hours of work from their coworkers. Existing employees who wish to be scheduled to a maximum of 24 hours must indicate their request to the employer within two (2) weeks of October 24, 2008.

(b) These shifts shall be offered to Employees in order of seniority.

(c) Part time employees will be paid overtime for any hours worked over 44 hours per week.

15.4 Scheduling and Selection

(a) Part time employees, shift selection must be completed within ten (10) days of the schedule posting. Any shifts not selected will be offered in order of seniority and any remaining shifts shall be then scheduled in reverse order of seniority. Posting shifts will include holiday sign up. If sufficient employees do not sign to cover work available, employees with the least seniority shall be assigned to cover the required shifts.

(b) Save and except probationary employees, employees within the same classification and within a given pay period may exchange or give away shifts provided that a written request is submitted and approved by the supervisor or designate. It is noted that the supervisor while acting fairly may deny shift giveaways when an employee is working so few scheduled shifts that the employees skill set is impacted.

- (c) Requests for shift exchanges, shift pick up or shift give away must be submitted at least seventy-two (72) hours in advance of the shift exchange, unless otherwise approved by the Supervisor, and cannot result in increased cost to the City. It is agreed the seventy-two (72) hours may be waived by mutual consent.
- (d) Approved shift changes cannot be cancelled by a member unless replacement coverage has been approved by the Supervisor. Employees who fail to appear for an approved shift exchange will be subject to disciplinary action by the City.
- (e) Where a shift becomes available, as a result of a vacant position within the bargaining unit, the Supervisor shall offer the available shift to Employees within the same classification, in order of seniority. The City is not required to post the vacant shift for shift selection.

15.5 Emergency Call-In

Employees who are called out from home without advance notice and required to work in an emergency outside of their regular working hours shall be paid for a minimum of three (3) hours at time and one half, from the time the Employee reaches the job site.

15.6 Overtime Record

The Corporation agrees to post a monthly overtime listing on the Union=s Bulletin Board showing the following:

Employee=s Name, Classification, Date Overtime was Offered and its Disposition and the Date Overtime was worked.

ARTICLE 16 - VACATIONS

16.1 Full Time Employees

- (a) Vacation credits shall accumulate based on the Employee=s years of full time service. A vacation credit is defined as a specific unit of time to be used for vacation purposes. Vacation credits accrue for each full month of active service between an Employee=s vacation anniversary date and in accordance with (b) below.
- (b) When a part time employee becomes a full time employee s/he shall be credited for fifty percent (50%) of each full month of part time service for the sole purpose of future vacation entitlement only.

16.2 Vacation credits for full-time Employees will accumulate on the following basis:

- (a) during the first year of service - .83 days per month to a maximum of ten (10) days
- (b) after one year of service - 1.25 days per month to a maximum of fifteen (15) days
- (c) after nine years of service - 1.67 days per month to a maximum of twenty (20) days
- (d) after seventeen years of service - 2.08 days per month to a maximum of twenty -five (25) days
- (e) after twenty-four years of service - 2.50 days per month to a maximum of thirty (30) days

An Employee leaving the City is granted a full vacation credit for the last month of employment, when at least half (1/2) of the available working days between monthly vacation anniversary dates have been worked.

Half a credit is granted if the Employee works on at least one (1) day, but does not work at least one-half (1/2) of the available working days during the period.

16.3 **Part Time Employees**

Vacation will be granted on the following basis:

- (i) Employees with less than one (1) year continuous service will receive one (1) day of unpaid vacation for each month of continuous service to a maximum of ten (10) calendar days.
- (ii) Employees with more than one (1) year of continuous service will receive two (2) weeks of vacation unpaid.
- (iii) Vacation pay will be calculated at the rate of four percent (4%) pay earnings and will be paid to the Employee on the final pay of the calendar year.
- (iv) Payment of accumulated vacation earnings will be made as soon as possible depending on the payroll cycle and deadlines, from the date the request is received.

16.4 Vacation credits do not accrue during a period of long-term disability (full time Employees only).

- 16.5 Full time Employees who have attained more than one (1) year of service may carry over a maximum of one (1) week vacation entitlement should they wish to extend their vacation period during the next vacation year.
- 16.6 An Employee who is hospitalized while on vacation may be entitled to re-schedule all or part of the vacation based on the recommendation of Employee Health Services, and the approval of the Supervisor and Director. Medical certification must be provided.
- Full time Employees who suffer the death of a relative while the Employee is on vacation, is entitled to re-schedule vacation days equivalent to the number of days allowable under the bereavement provision.
- 16.7 Accrual of vacation credits for full time Employees ceases when Employees have exhausted their short-term disability income and at the Employee's request are paid for all unused vacation credits.
- 16.8 Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination.
- 16.9 In order to allow for the scheduling of vacation in an orderly fashion, Employees must submit their vacation requests in advance of their vacation. Requests must be submitted in writing not later than November 30th of each calendar year for time off between January 1st to June 30th of the next calendar year. Request for time off between July 1-December 31, of the current year, must be submitted by May 31st. Employees, who do not submit a vacation request by these dates, will have their vacation time scheduled from the date of their request rather than their seniority standing.

ARTICLE 17 - PAID HOLIDAYS

17.1 Full Time Employees

The following days will be recognized as holidays and will be paid on the basis of a regular seven (7) hour day at straight time rates for full time Employees:

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

In addition to the above the Corporation may designate a half working day Holiday before Christmas Day.

* In lieu of Easter Monday and Remembrance Day, Employees will be given two (2) paid Floater Holidays which must be used prior to December 31st in the year in which they are granted. Floating Holidays are never paid out and are never carried over to the next year. Subject to Supervisor approval, and with one week notice, the Floater Holidays will be used on the day of the Employee's choice.

- 17.2 If the appropriate governmental authority provides an additional paid statutory holiday during the term of this agreement, the appropriate section of Article 17 will be amended to provide such holiday.
- 17.3 In the event that a Statutory Holiday falls within an Employees vacation period, or on a scheduled day off, the Employee shall be entitled to another mutually agreed to normal working day off with pay.
- 17.4 (a) If the City requires overtime work, Employees will co-operate with the City and overtime rates of time and one-half (1 2) will be paid for all authorized time worked outside of the regular daily scheduled shift hours.
- (b) Employees required to work on a Paid Holiday or a day celebrated in lieu thereof, will be paid at the overtime rate of pay in addition to payment for the holiday.
- 17.5 To qualify for payment for the above days, the Employee must work the scheduled shift before and the scheduled shift after such holiday, except in the event of sick leave, vacation, bereavement leave or paid jury or court leave. In the case of an unpaid leave of absence of ten (10) working days or less payment will be made in accordance with the Employment Standards Act.

17.6 Part Time Employees

The following days will be recognized as holidays and will be paid for in accordance with an employee's regularly scheduled number of hours or in accordance with the Employment Standards Act 2000, as amended or any successor legislation, whichever is greater:

New Year's Day	Labour Day
Good Friday	Victoria Day
Thanksgiving Day	Christmas Day
Canada Day	Family Day
Boxing Day	

- 17.7 If the appropriate governmental authority provides an additional paid statutory holiday during the term of this agreement, the appropriate section of Article 17 will be amended to provide such holiday.

- 17.8 In the event that a Statutory Holiday falls within an Employees vacation period, or on a scheduled day off, the Employee shall be entitled to another mutually agreed to normal working day off with pay.
- 17.9 (a) If the City requires overtime work, Employees will co-operate with the City and overtime rates of time and one-half (1 2) will be paid for all authorized time worked outside of the regular daily scheduled shift hours.
- (b) Employees required to work on a Paid Holiday will be paid at the overtime rate of pay in addition to payment for the holiday.
- 17.10 To qualify for payment for the above days, the Employee must work his/her scheduled regular scheduled shift before and the regular scheduled shift after the holiday.

ARTICLE 18 - HOSPITAL AND MEDICAL PLANS (Full Time Employees)

- 18.1 The City shall continue Extended Health Plan 18.1 (a), (b), (c), (d), (e), (f), 18.4, 18.5, and 18.6 for Employees who are actively at work until they reach 70 years of age.
- (a) Extended Health Benefit Plan including semi-private hospital insurance coverage and Deluxe Out of Country coverage under the group policy. This will include Vision Care benefit of \$300.00 per 24 months and a benefit of Hearing Aids of \$300 per two (2) calendar benefit years.
- (b) Paramedical services provided by a licensed, certified or a practitioner registered by the Province will be provided in accordance with the following chart:

Service	Per Visit maximum	Yearly Maximum
Physiotherapist	\$30	no yearly maximum
Speech Therapy	\$60	\$2,000
Psychologist	\$60	\$2,000
Chiropractor	\$30	\$2,000
Naturopath	\$30	\$500
Podiatrist	\$30	\$500
Masseur	\$30	\$500

Service	Per Visit maximum	Yearly Maximum
Chiropracist	\$30	\$500
Osteopath	\$30	\$500

- (c) Subject to the terms of the Policy Master, services of a private duty nurse, while not confined in a hospital, at a yearly maximum of \$10,000.
- (d) Group Life Insurance Plan with coverage equal two (2) times the Employee's salary to the next highest multiple of one thousand with a maximum benefit amount of \$400,000.
- (e) An Accidental Death and Dismemberment benefit equal to two (2) times the Employee's regular annual salary, to the next highest multiple of one thousand with a maximum benefit amount of \$400,000.
- (f) A Paid-up Life Insurance Policy of Two Thousand Dollars (\$2,000.00) upon approved retirement after five (5) years continuous service with the City. The entire cost of the above will be paid by the City.

18.2 The City will offer the option of additional units of \$10,000 up to a maximum of \$200,000 for Life Insurance. All additional amounts purchased are subject to evidence of insurability. The entire premium cost of this option will be paid by the Employee.

The City will also offer the option of Dependent Group Life Insurance coverage for Employee's dependents. The entire premium cost of this option will be paid by the Employee.

18.3 A Long Term Disability Plan as outlined in the master policy. The cost of the above to be shared equally by the City and the Employee. Participation in this benefit is mandatory for all full time Employees.

18.4 A preventative care Dental Plan containing a nine (9) month recall provision will pay benefits based on 2006 ODA fee guide. The 2007 ODA fee guide will be applied on October 24, 2008; on April 1, 2009, the 2008 ODA fee guide will be applied and on April 1, 2010, the 2009 ODA fee guide will be applied.

18.5 The City will provide Optional Dental Plan coverage for Orthodontic and Major Restorative Services for those Employees who desire such coverage. The maximum amount payable per individual is 50% of eligible expenses to a new

maximum of \$2,000 per person per calendar year and for orthodontic expenses a new Lifetime maximum of \$4,000 per person.

The coverage will be subject to the various restrictions, deductibles, etc, as per the Master Insurance Policy. The monthly premium payment for the Optional Dental coverage will be subject to ODA Fee Schedule changes and will be paid 50% by the City and 50% by the Employee.

18.6 All full time Employees in the bargaining unit must participate in the OMERS Basic Pension Plan subject its provisions. Contributions will be shared 50% by the Employee and 50% by the Corporation.

18.7 Early Retirees (up to age 65) who were full time and immediately accepted an OMERS pension and who joined the plan within 31 days after their retirement date is eligible to participate in a benefit plan.

The City will pay 66 2/3 per cent of the benefit premium cost. The insured coverage must remain as a complete package and includes the following:

- MAJOR MEDICAL HEALTH COVERAGE similar to that for active Salaried Non-Union Employees including semi-private hospital coverage and excluding Out-of-Country coverage. Reimbursement is at the rate of 80 per cent. The maximum out-of-pocket costs for single coverage is \$200 per year and \$400 per year for family. Thereafter, reimbursement is at 100 per cent for the remainder of the year.
- BASIC DENTAL COVERAGE similar to that for active Salaried Non-Union Employees. Reimbursement is at the rate of 80 per cent. The maximum out-of-pocket costs for single coverage is \$200 per year and \$400 per year for family. Thereafter, reimbursement is 100 per cent for the remainder of the year.
- OPTIONAL MAJOR RESTORATIVE/ORTHODONTIC DENTAL COVERAGE with reimbursement similar to that for active Employees.
- LIFE INSURANCE - \$10,000 maximum coverage.
- SURVIVOR BENEFITS CONTINUANCE - Cost sharing maintained until Employee's 65th birthday.

18.8 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the Employees of the portion (5/12ths) of the Corporation's U.I.C. reduced premium cost, assuming that the Corporation's request for such premium cost reduction is approved by the U.I.C.

18.9 A Maternity Supplement Plan will be provided to employees per the non-union policy and as amended from time to time.

ARTICLE 19 - SHORT TERM DISABILITY PLAN (Full Time Employees)

19.1 Short Term Disability

All permanent full time Employees are eligible to receive the following benefits after three months of active continuous service.

LENGTH OF SERVICE	FULL SALARY	75%OF SALARY
Less than 3 months	Nil	Nil
3 Months but less than 1 year	Nil	24 Weeks
1 Year but less than 2 years	3 Weeks	21 Weeks
2 Years but less than 3 years	6 Weeks	18 Weeks
3 Years but less than 4 years	9 Weeks	15 Weeks
4 Years but less than 5 years	12 Weeks	12 Weeks
5 Years but less than 6 years	15 Weeks	9 Weeks
6 Years but less than 7 years	18 Weeks	6 Weeks
7 Years but less than 8 years	21 Weeks	3 Weeks
8 Years but less than 9 years	24 Weeks	0 Weeks

19.2 Benefits will be applicable for up to 24 weeks for each separate period of disability. Periods of disability due to the same or related cause or causes will be considered as one period of disability if separated by less than ten (10) consecutive working days performing full duties.

100% of salary benefits is limited in any calendar year to the number of weeks entitlement indicated by length of service.

Benefits extending beyond three (3) working days will commence from the first day of disability for the first three absences in a calendar year and from the fourth working day of disability for the 4th and subsequent absences lasting more than three working days in duration.

Employees will be allowed six “Incidental Illness” days per calendar year to provide income for illness of three days or less. The City may request a certificate from the attending physician for any such days where it feels there are reasonable and probable grounds to suspect the validity of the Employee=s absence.

Benefits will **ONLY** be paid after the Employee supplies the City of Mississauga with satisfactory evidence of disability which entails a medical certificate from an accredited physician.

After an absence of 120 working days the Employee may apply for LTD coverage.

- 19.3 The Employee must notify the supervisor prior to the start of his/her regular schedule shift of the inability to attend work due to illness. Employees will be provided with up to date telephone numbers for supervisory staff for this purpose.

ARTICLE 20 - MEETING ROOM

- 20.1 Upon written request, the City will consider requests for a Union meeting at a City facility for the purpose of ratification of a Collective Agreement. Upon approval, such meeting room shall be provided without charge to the Union.

ARTICLE 21 - MEAL ALLOWANCE

- 21.1 Employees will be eligible for meal allowances as per the non-union policy.

ARTICLE 22 - PHONE IN

- 22.1 When unable to report for work at their scheduled time, Employees shall advise the appropriate supervisor or designated reporting system at least sixty (60) minutes prior to the beginning of the assigned shift, giving reasons for such inability and, if possible, an estimate of the time they may be away from work. Consideration only will be given to incidents of failure to report under extreme situations where an emergency prohibits the employee from making this mandatory call.

ARTICLE 23 – MILEAGE

- 23.1 Employees will be eligible for Mileage as per the current non-union policy.

ARTICLE 24 – UNIFORMS

- 24.1 It is mandatory that all Employees at the City Centre Transit Terminal wear the City issued uniform.

- 24.2 The initial Uniform will consist of:

- a) Full time Employees

- 1 - Navy Blazer
- 2 - pairs navy pants or skirt
- 5 - long or short sleeved oxford shirts/blouses, white turtleneck or golf shirts (or any combination thereof)
- 1 - navy vest
- 1 - navy sweater
- 1 - name tag
- 3 - ties (male or female)

- b) Part time employees
 - 1 - Navy Blazer
 - 1 - pair navy pants or skirt
 - 2 - long or short sleeved oxford shirts/blouses or white turtleneck (or any combination thereof)
 - 1 - golf shirt
 - 1 - navy sweater or vest
 - 1 - name tag
 - 2 - ties (male or female)

- 24.3 The Corporation will continue to provide a dry cleaning allowance, as per the current non-union policy, to all employees who are required to wear a uniform, which will be pro-rated for part time employees.
- 24.4 All last issued uniform clothing and accessories supplied at the Corporation's expense shall remain the property of the Corporation and shall be recoverable as requested. Should an employee leave the employment of the Corporation, all uniform items and accessories (i.e. ID card) must be returned to the Corporation prior to issuance of the employees final pay cheque.
- 24.5 In the event that any item of clothing or any accessory should become unserviceable or unsatisfactory in appearance due to negligence or abuse on the part of the employee to whom it was issued, the Corporation shall provide replacement therefore at such employee's expense.
- 24.6 Additional items of clothing may be purchased, if requested, by the employee at cost.
- 24.7 Uniform clothing and accessories will be replaced on an as needed basis without cost to the employee. Such requests shall not be unreasonably denied.
- 24.8 The City Meal Allowance policy as amended from time to time will be applicable to employees covered by this collective agreement.
- 24.9 The City Mileage policy as amended from time to time will be applicable to employees covered by this collective agreement.

ARTICLE 25 - DURATION

25.1 This Agreement shall remain in full force and effect from April 1, 2008 to March 31, 2011, and shall continue in force from year to year unless, at any time within ninety (90) days before the date of its termination, either party furnishes the other with notice of termination or a proposed revision of this agreement.

ARTICLE 26 - PRINTING OF COLLECTIVE AGREEMENT

26.1 All costs associated with printing of the Collective Agreement shall be shared 50/50 between the City and the Union.

**Schedule A
Customer Service/Information**

Step	01-Apr-07	01-Apr-08	01-Apr-09	01-Apr-10
0 - 6 mos	\$35,165	\$36,220	\$37,307	\$38,426
6 - 12 mos	\$36,220	\$37,307	\$38,426	\$39,579
12 - 24 mos	\$37,307	\$38,426	\$39,579	\$40,766
24 - 36 mos	\$38,426	\$39,579	\$40,766	\$41,989
36 - 48 mos	\$39,579	\$40,766	\$41,989	\$43,249
48 - 60 mos	\$40,766	\$41,989	\$43,249	\$44,546

**Schedule B
Customer Service/Reception at CPY**

Step	01-Apr-07	01-Apr-08	01-Apr-09	01-Apr-10
0 - 6 mos	\$38,299	\$39,448	\$40,631	\$41,850
6 - 12 mos	\$39,448	\$40,631	\$41,850	\$43,106
12 - 24 mos	\$40,631	\$41,850	\$43,106	\$44,399
24 - 36 mos	\$41,850	\$43,106	\$44,399	\$45,731
36 - 48 mos	\$43,106	\$44,399	\$45,731	\$47,103
48 - 60 mos	\$43,386	\$44,688	\$46,029	\$47,410
60 - 72 mos	\$44,400	\$45,732	\$47,104	\$48,517
72 - 84 mos	\$47,000	\$48,410	\$49,862	\$51,358

Promotions from Part Time to Full Time – WAGE PLACEMENT

When a part time employee is promoted the employee's regular part time wage rate of pay will be used to place the employee in the next highest full time equivalent wage rate. Review dates for full time employees on staff as of the first Contract Ratification will be April 1st. Review dates for all full time new hires will be the date the promotion was effective. Employees who by choice or are returned during their trial period will return to their previous step and maintain their previous review date.

FULL TIME EMPLOYEES PROGRESSION THROUGH THE SALARY SCALE

All full time employees in all classifications will progress through the steps based on acceptable performance. Periods of absence in excess of two (2) months excluding vacation, WSIB and maternity leave will result in adjusting review dates by the period of absence. Full time employees in the Customer Service and Customer Service CCTT classifications will have the opportunity to progress an additional three (3) steps.

FULL TIME EMPLOYEES – LEAD HAND

Where a full time employee maybe required to act as Lead Hand, 3% additional responsibility pay will be paid for the hours worked as Lead Hand.

Schedule C
Part Time – Hourly Wage Rates

Step	01-Apr-07	01-Apr-08	01-Apr-09	01-Apr-10
0 - 6 mos	\$17.57	\$18.10	\$18.64	\$19.20
6 - 12 mos	\$18.10	\$18.64	\$19.20	\$19.78
12 - 24 mos	\$18.64	\$19.20	\$19.78	\$20.37
24 - 36 mos	\$19.20	\$19.78	\$20.37	\$20.98
36 - 48 mos	\$19.78	\$20.37	\$20.98	\$21.61
 CCTT/LH	 \$20.37	 \$20.98	 \$21.61	 \$22.26

Employees shall process through the appropriate wage scale in accordance with their length of service and satisfactory performance.

CCTT/LH requires a minimum 12 months experience in Customer Information with a satisfactory performance review. Hours worked at the Customer Information will be paid in accordance with the above progression. Hours worked in CCTT or as Lead Hand will be paid at the next higher step increment.

CCTT and LH opportunities will be posted and candidates selected in accordance with Article 12.2. Where no selected LH candidates are available on a shift then the most senior and capable employee will be assigned.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed before their respective Officers duly authorized hereunder this day of , 2008.

FOR THE CITY OF MISSISSAUGA:

**FOR THE UNITED FOOD AND
COMMERCIAL WORKERS
CANADA, LOCAL 175:**

MAYOR HAZEL McCALLION

ROB NICHOLAS
BUSINESS REPRESENTATIVE

CRYSTAL GREER
LEGISLATIVE SERVICES
AND CITY CLERK

TAMARA GIGANTE
NEGOTIATING COMMITTEE
MEMBER

MARTIN POWELL
COMMISSIONER,
TRANSPORTATION AND WORKS

CAROLYN WALSH
NEGOTIATING COMMITTEE
MEMBER

GEOFF MARINOFF
DIRECTOR, TRANSIT

ERIC DRAYCOTT
DIRECTOR, HUMAN RESOURCES

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Employee Integration of Disability Benefits with Vacation for Full-time Employees

The Employee has a greater burden of proof to support a period of illness when reinstatement of vacation is requested. The Employee must provide well-documented medical information to support approval of an STD claim during a period of vacation. This includes:

1. STD benefits will be considered from first date of visit to physician.
2. Regular follow-up and active treatment throughout the entire period is necessary.
3. EHS must be satisfied that the Employee is incapable of performing modified work throughout the period.

Should an illness continue beyond the period in question, the STD claim would be monitored as per the standard practices associated with all periods of STD.

Agreed to by:

For the Union

For the Company

Date: _____

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Group Benefits

The City will meet with the Bargaining Committees on the following dates:

November 3, 2008
February 2, 2009
November 3, 2009

to review the proposed revised Benefit Package offered or being offered to the non-union group. The Union will have the opportunity to bring the Benefit Revision Package to its members for acceptance.

Agreed to by:

For the Union

For the Company

Date: _____

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Pay Errors

The City will continue its practice of correct Pay Errors as quickly as possible. In the event of a pay error, causing hardship to the employee, a pay cheque is given.

Agreed to by:

For the Union

For the Company

Date: _____

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Arbitration

In view of changes to the Ontario Labour Relations Act, and resulting decisions therefrom, and in view of the parties' history of amicable labour relations, the parties agree to the following:

That neither party shall raise or proceed with a timeliness issue/argument regarding "filing for arbitration" without first giving the other party written notice of its intent to do so.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the collective agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement. The parties agree that Section 48 (16) shall not apply.

Agreed to by:

For the Union

For the Company

Date: _____

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Bereavement Leave

If during the term of this Collective Agreement, the Corporation amends its bereavement leave policy for any City employee group, save and except Fire, the policy in its entirety, will replace the current Article 10 if such amendments are desired by the Union.

Agreed to by:

For the Union

For the Company

Date: _____

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Master Policies

The Manager of Compensation and Benefits will ensure that the business Representative has up to date copies of the Master Policies.

Agreed to by:

For the Union

For the Company

Date: _____

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Seniority - Part Time Employees

The parties have agreed that the initial seniority date for part time employees was created by crediting part time employees with 50% of their part time years of service for the purpose of calculating full time seniority.

Agreed to by:

For the Union

For the Company

Date: _____

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Shift Schedule

Shifts which are currently Monday to Friday, will remain in place for the term of the Collective Agreement subject to:

- 1. No change to incumbents nor current staffing levels.
- 2. Operational and efficiency needs

Should a change to either (1) or (2) above, the affected shift(s) will be reposted in accordance with Articles 12.1 and 15.1.

Agreed to by:

For the Union

For the Company

Date: _____

**Letter of Understanding
Between
The Corporation of the City of Mississauga
And
United Food and Commercial Workers of Canada
Local 175**

RE: Location of Work

This letter of Understanding confirms that as of March, 2008, there are three (3) different locations where employees regularly work. Those locations are:

1. Erindale Station Road
2. Central Parkway
3. Mississauga Transit Terminal at Square One

Effective on or about October, 2008, there will be a relocation necessitated by the demolition of Erindale Station Road to”

1. Semenyk Court
2. Central Parkway
3. Mississauga Transit Terminal at Square One

Agreed to by:

For the Union

For the Company

Date: _____