



COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF STRATFORD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 197

1 JANUARY 2008
TO
31 DECEMBER 2010

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This Agreement made this 11th day of February 2009

BETWEEN:

THE CORPORATION OF THE CITY OF STRATFORD

(Hereinafter called the Corporation)
PARTY OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 197
(Hereinafter called the Union)
PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

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

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

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

ARTICLE 2: RECOGNITION

a) Both parties mutually agree that this Agreement shall cover and include all those employees of the Corporation at the Cemetery and Parks Divisions of the Community Services Department, the Public Works Department including the Animal Control Division and Traffic Division and Parking Meter Division of the Corporate Services Department save and except salaried supervisors, and those other employees covered by subsisting collective agreements, co-op students enrolled in a university, college or secondary school programs. The Corporation, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees Local 197, as the sole collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union, or any authorized Committee thereof, in any

and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

b) Supervisory Staff:

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

ARTICLE 3: NO DISCRIMINATION

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

ARTICLE 4: CORPORATION RIGHTS

a) The Union recognizes the right of the Corporation to operate and manage its business, powers, functions and affairs in all respects; and to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

b) The Union recognizes that the right to hire and maintain order and efficiency is the sole responsibility of the Corporation provided, however, that claims of wrongful or unjust discipline or discharge shall be subject to the grievance procedure provided herein.

ARTICLE 5: NO STRIKES AND NO LOCKOUTS

In view of the orderly procedures established by this Agreement for the settling of disputes, and handling of grievances, the Union agrees that during the life of this Agreement that there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lockout.

ARTICLE 6: UNION SECURITY

All employees of the Corporation, covered by this Agreement as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Corporation covered by

this Agreement shall, as a condition of continued employment, become members in good standing in the Union not later than after 30 working days of employment with the Corporation. Inclement weather and illness shall not be construed as a break in the thirty working days.

ARTICLE 7: CHECK-OFF UNION DUES

The Corporation agrees to deduct from every employee any monthly dues, initiation fees, or assessments levied, in accordance with the Union by-laws, and owing by him/her to the Union. Deductions will be made from the first pay cheque of each month; and shall be forwarded to the Secretary-Treasurer of the Union not later than the 25th day of the month in which deductions have been made accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 8: CORPORATION WILL ACQUAINT NEW EMPLOYEES

The Corporation agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Articles 6 and 7.

ARTICLE 9: CORRESPONDENCE

All correspondence between the parties hereto arising out of this Agreement or incidental thereto, shall pass to and from the Secretary and/or President of the Union Local 197 and the Human Resources Division of the Corporation or his/her designate and/or the Department Head, with a copy to the CUPE National Representative at the current CUPE office address.

ARTICLE 10: POLICY CHANGES BY THE CORPORATION

a) The Corporation agrees that the Union shall be notified of the intent by the Corporation to consider changes in matters of policy, wages and working conditions covered by this Agreement. This notification shall be communicated to the Union at such interval before being dealt with by the Corporation as to afford the Union a reasonable opportunity to consider the proposed changes, if thought necessary, of discussing them when they are dealt with by the Corporation.

b) Copies of all resolutions adopted by the Corporation which affect this Agreement are to (1) be forwarded to the Union, and (2) be posted on all bulletin boards.

ARTICLE 11: NEGOTIATIONS

a) Bargaining Committee:

A Bargaining Committee shall be appointed and consist of not more than five (5) members representing the Corporation as appointees of the Corporation and not more than five (5) members of the Union. The Union will advise the Corporation of the Union nominees or any substitutes to the Committee to negotiate a renewal or revision of this contract, and the

Corporation will advise the Union of the Corporation nominees or substitutes to the Committee to negotiate a renewal or revision of this contract, as set out in Article 36.

b) Meeting of Committee:

In the event of either party wishing to call a meeting of the Committee, the Director of Human Resources or his/her designate or Union Secretary shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement. However, such meeting must be held not later than six (6) days of such notice being given.

c) Representative of Canadian Union:

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 12: SENIORITY

a) Calculation of Seniority:

Until an employee has completed a period of employment of thirty (30) working days, he/she shall be considered a probationary employee having no seniority rights, and his/her employment may be terminated by the Corporation without recourse to the grievance and arbitration provisions of this Agreement. Upon satisfactory completion of this period, the employee shall attain seniority on the basis of the employee's service with the Corporation calculated from the date of his/her current period of employment. The probationary period may be extended by mutual written consent of both the Corporation and the Union.

b) Seniority List:

In accordance with Section (a) Article 12, the Corporation shall maintain a seniority list showing the date upon which each employee's service

commenced. Any employee may request information from the Corporation related to his/her own seniority. Any Officer of the Union will be supplied with a copy of the updated seniority list on request, or with the necessary information relative to seniority and rates of pay of any employee or group of employees.

c) Seniority During Absence:

If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved on behalf of the Corporation he/she shall not lose seniority rights. Employees who serve in Her Majesty's Forces after employment by the Corporation, shall be considered as having leave of absence, and shall retain their seniority rights, and will continue to accumulate seniority, provided such seniority rights are asserted within ninety (90) days of honourable discharge.

d) Cessation of Seniority:

An employee's seniority shall cease and his/her employment be terminated if any of the following events occur:

- 1) if he/she voluntarily quits the employ of the Corporation.
- 2) if he/she is discharged and such discharge is not set aside under the grievance procedure herein;
- 3) if he/she is laid off for a continuous period exceeding twelve (12) months calculated from the date of lay-off. If an employee is laid-off and wishes to exercise a seniority right to displace another employee of the Corporation with less seniority, he/she must do so within five (5) working days of the date of lay-off, failing which such employee loses any right to displace another employee with less seniority.
- 4) If he/she is absent from work without permission for a period of three (3) consecutive working days, unless such absence was caused by physical disability or other circumstances beyond the control of such employee, as a result of which he/she was unable to advise the Corporation of the reason for his/her absence.
- 5) If the Corporation shall forward a notice by registered mail to such employee at his/her last known address, requiring him/her to return to work following a period of lay-off and,
 - i) he/she fails to notify the Corporation within five (5) working days after the mailing of such notice, of his/her

- ii) intention to return to work, or after having so notified the Corporation he/she fails to return to work to his/her shift on the sixth working day following such notification to the Corporation

6) If he/she has been absent from work due to sickness or injury for a continuous period of eighteen months, at the end of eighteen months, or if such person has been using sick leave credits during the whole of such absence, until the employee who has exhausted all accumulated sick leave, whichever period is greater.

ARTICLE 13: LAY-OFFS AND RE-HIRINGS

a) The Corporation agrees that in the event of a lay-off, employees shall be laid off in the inverse order of their seniority, and where it is necessary to re-hire employees, former employees shall be re-employed as closely as possible in the inverse order in which they were laid off provided that in either event employees are qualified to perform the work available. If an employee is laid off due to lack of work, he/she shall be dealt with in accordance with the provisions of the Employment Standards Act.

b) Advance Notice of Lay-Off:

Unless legislation is more favourable to the employees, the employer will notify employees who are to be laid off seven (7) working days prior to the effective date of lay-off. A copy of such notice will be sent to the Secretary of the Union and all departments and Heads of the Departments. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

ARTICLE 14: PROMOTIONS AND EMPLOYEE CHANGES

a) Job Posting:

When a vacancy occurs which the City wishes to fill, or a new position is created, the Corporation shall notify the Union in writing and post notice of the position on the bulletin boards in all departments for a minimum of five (5) working days in order that all employees may know about the position and be able to make written application, therefore. Such notice shall contain the following information:

- i) Nature of the position, required knowledge and education, ability and skills, whether day or night shift, wage rate. The Corporation may post notice of the vacant position left by an employee moving

into a new position as a result of a posting, however, no appointment will be made until the requirements of 14(f) have concluded.

- ii) No applications will be accepted from outside the local for any vacancy until the employees who have applied for the job posting have been notified that their application has not been accepted.

b) Name of Applicants:

A list of names of all applicants for the position shall be filed with the Secretary of the Union within twenty-four (24) hours after the closing date for applications.

c) Method of Making Appointments:

In making employee changes, consideration shall be given to employees, if qualified, according to seniority and ability.

d) Disabled Employees Preference:

Any employee covered by this Agreement, who in the opinion of the Corporation has given good and faithful service to the Corporation and who, through advancing years or temporary disability is unable to perform his/her regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he/she is assigned.

e) Re-assignment to the Bargaining Unit:

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

f) Trial Period:

If an existing employee is chosen to fill a posted job, that employee shall be placed in such position on a trial basis for a period of not less than 10 working days and not more than 20 working days. After 10 working days in that position, the employee and the Corporation may mutually agree to the employee being confirmed in that position, or the employee may choose to return to his/her former position, or the Corporation may re-assign him/her to his/her former position. If the employee continues in the new position

for more than 20 working days, he/she shall be deemed to be confirmed in that position.

g) Special Licence:

Where a special licence is required to operate equipment in the posted position, it is agreed that the successful applicant will be given 20 working days in which to obtain such licence. Should the successful applicant fail to obtain this licence within the stated period, he/she shall be permitted to revert to his/her former position and wage rate and any other employee so displaced would revert to his/her former position and wage rate also. The position vacated would then be re-posted.

ARTICLE 15: GRIEVANCE PROCEDURE:

a) The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Corporation. The Personnel of such Committee shall be communicated to the Corporation. The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees to investigate and assist in the settlement of a grievance.

Step 1

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

Step 2

If the dispute is not settled to the satisfaction of the employee or the Grievance Committee within five (5) working days of the meeting with the employee's supervisor, the grievance shall be submitted in writing within five (5) working days from the time of the said meeting with the employee's supervisor to the Director of Human Resources, who shall convene a meeting with the employee, the Grievance Committee, the Supervisor, the Department Head and the Director of Human Resources

within three (3) working days of receipt of the grievance. A National Representative of the Union shall be present at the request of either the Corporation or the Union. The decision of the Director of Human Resources shall be given within four (4) working days following such meeting. Failing settlement, and if the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned together with the Grievance Committee may then take the matter up at Step 3.

Step 3

Failing settlement under Step 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration, and if no written request for arbitration is received within ten (10) full working days after the decision in Step 2 is given, it shall be deemed to have been settled.

b) Any complaint or grievance arising directly between the Corporation and the Union (which shall not include matters that employees are personally entitled to grieve upon) may be submitted in writing by either party at Step 2 within five (5) working days after the circumstances giving rise to the complaint or grievance have originated or occurred.

c) Where a time limit is established under this procedure, it shall be deemed to be exclusive of Saturdays, Sundays and Statutory Holidays. It is understood that the time limit specified in the grievance and arbitration provisions may be extended by mutual written agreement.

d) In all steps of the grievance procedure where no written answer has been given within the time limit specified, the employee concerned, the Union or the Corporation, as the case may be, shall be entitled to submit the grievance to the next step of the grievance procedure, including arbitration. If the grievor fails to abide by the time limits set out in the provisions of the grievance and arbitration procedures, then the grievance shall be considered as settled.

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

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

f) The Corporation will submit to the Union copies of all written warnings, suspensions or discharge notices.

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

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

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

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

h) An employee shall, upon reasonable notice to the appropriate supervisor or Department Head, or the Director of Corporate Services Office, but not during such employee's own working hours, have the right to examine and make copies of written warnings, commendations, and payroll and pension records of the Corporation relating solely to his/her own employment with the Corporation.

ARTICLE 16: ARBITRATION

a) When either party decides that any differences will be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time submit the names of three (3) arbitrators for consideration.

b) Within five (5) full working days thereafter the other party shall submit the names of three (3) arbitrators for consideration of the party originating the request.

- c) Thereafter the parties will attempt to come to an agreement on selecting a sole arbitrator.
- d) If the parties are unable to agree upon such a sole arbitrator within a further period of ten (0) working days, either party may then request the Minister of Labour for the Province of Ontario to appoint a sole arbitrator.
- e) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- f) The proceedings of the sole arbitrator shall be expedited by the two parties, and the decision of the sole arbitrator will be final and binding upon the parties and any employees affected by it.
- g) Each of the parties hereto will jointly and equally share the expenses of the sole arbitrator.
- h) The sole arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

ARTICLE 17: HOURS OF WORK

a) The normal work week for all employees in Public Works, Parks and Cemetery, other than those on shift work or described below, shall be five (5) eight-hour days, commencing Monday at 7:30 a.m. and ending on Friday at 3:30 p.m. Employees on this schedule shall have a 20-minute paid lunch* to be taken at the work site or such location as determined by the Manager or Supervisor in charge. (*Subject to the approval of the Director, Employer Standards Branch, Section 22, ESA)

The Day Shift shall commence at 7:30 a.m. and end at 3:30 p.m.

The Afternoon Shift shall commence at 3:00 p.m. and end at 11:00 p.m.

The Night Shift shall commence at 11:00 p.m. and end at 7:00 a.m.

Exceptions to the above:

The normal work week for all employees in the Meter Department, the City Landfill operations, a special Mechanics' shift, and Animal Control shall consist of 40 hours per week, 8 hours per day as follows:

- i) Meter Maintenance Department:

Employees will work either 8:00 a.m. to 5:00 p.m. on a Monday to Friday schedule or a 9:00 a.m. to 6:00 p.m. on a Tuesday to Saturday schedule.

ii) Landfill Site:

Employees work hours according to a posted schedule.

iii) Animal Control:

The regular work day shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday.

iv) Mechanics:

The Mechanics' shift shall commence at 12:30 p.m. and end at 8:30 p.m. during the period November 1 to April 30, provided that 48 hours notice is given to the Mechanics.

b) Working Schedule:

The Corporation agrees to set forth a working schedule of each employee as may be required by conditions throughout the Department.

c) Break Period:

All employees will be permitted to take a ten-minute rest period both in the first half and in the second half of a shift.

ARTICLE 18: OVERTIME

a) Overtime Rates on Weekdays & Saturdays:

All time worked beyond the normal work day or work week, as defined in Article 17(a), shall be deemed to be overtime. Such overtime shall be paid for at the rate of time and one-half.

During the term of this Agreement, an employee may request at the time overtime is worked, that such time be accumulated at the overtime rate up to a maximum of 56 hours total accumulation per year. The employee by mutual agreement with the Department Head, may be given accumulated time off in lieu of overtime pay, but such time off must be taken by October 1st of each year. Any accumulated time not taken off by October 1st shall be paid by October 31st. The employee may commence banking of overtime on November 1. The Corporation may request the employee to use his/her accumulated time, but the employee need not take the accumulated time off except by mutual agreement.

b) Overtime Rates on Statutory Holidays and Sundays:

Any employee who is required to work on a Statutory Holiday or a Sunday shall be paid at the rate of double his/her standard rate of pay for every hour worked in addition to his/her regular pay.

c) Minimum Call-Back Time:

Every employee who is called out and required to work outside his/her regular working hours shall be paid at overtime rates for a minimum of two hours.

d) No Lay-Off for Overtime Pay:

No employee shall be required to accept a lay-off from work rather than be paid overtime.

e) Winter Control Standby:

This shall be in effect from the first week of November until the first week of April approximately, covering a period of twenty-two weekends and including the three (3) Christmas and New Year Statutory Holidays and when applicable, Good Friday and Remembrance Day. The schedule for Winter Standby shall be completed and posted no later than November 1st of each year. The following employees of the Public Works Department and Parks and Cemetery Divisions of the Community Services Department shall be required for standby:

Designated Equipment Operators Class I and Class II and all Truck Drivers.

The period covered shall consist of two consecutive weekends each commencing at 12 Midnight Friday until 12 Midnight on Sunday. Statutory Holidays shall be covered from 12 Midnight prior until 12 Midnight of the holiday unless it coincides with a weekend. It shall be the responsibility of the employee to obtain replacement in the event that he/she is unable to carry out his/her duties if called upon. This is not intended to eliminate the need for calling on any additional employees to carry out work outside the regular hours at any time throughout the winter should the need arise. Failure by an employee to be available when called during his/her designated period of standby shall result in loss of standby pay and may lead to disciplinary action being taken. Each employee shall be paid the sum of \$31 per day effective January 1, 2008; \$32.00 per day effective January 1, 2009, for winter standby duty, for Saturdays, Sundays and Statutory Holidays.

f) Wastewater Standby:

Waste Water Operators shall be on a rotational standby for a one (1) week duration from Monday at 7:00 a.m. until the following Monday at 7:00 a.m. Current standby rates as set out in Article 18e) shall apply. It shall be the responsibility of the employee to obtain replacement in the event that he/she is unable to carry out his/her duties if called upon. Failure by an employee to be available when called during his/her designated period of standby shall result in loss of standby pay and may lead to disciplinary action being taken.

ARTICLE 19: STATUTORY HOLIDAYS

All employees shall have the following statutory holidays off with pay at the regular rates of pay:

New Year's Day	Floating Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Victoria Day
Canada Day	Remembrance Day
Civic Holiday	Christmas Day
Boxing Day	
½ day Christmas Eve	½ day New Year's Eve Day

And any other day proclaimed by the Federal, Provincial or Municipal Government and all special holidays declared by the Corporation. In addition, one day will be granted to each employee by mutual agreement with his/her Supervisor.

ARTICLE 20: VACATIONS

Every full-time employee shall receive an annual vacation on the following basis:

- a) An employee not having one full year of service with the Corporation shall be allowed a vacation credit of one working day per month of employment up to a maximum of 10 working days. Except by Agreement between the employee and the Corporation, such employee shall not take such vacation or any part thereof until after completion of one full year of employment. In the event that an employee's employment with the Corporation is terminated by either party prior to one full year of service as aforesaid, such employee shall be entitled to be paid vacation pay at the rate of 4% of his/her pay during the period worked up to the date of termination in accordance with the Employment Standards Act, less the value of any vacation actually taken by the employee by agreement as aforesaid. After completion of

one full year of service with the Corporation, such employee shall be entitled to take an annual vacation of 10 working days, less any vacation previously taken by Agreement with the Corporation as aforesaid.

- b) After 1 year of continuous service -2 calendar weeks of vacation
- c) After 3 years of continuous service -3 calendar weeks of vacation
- d) After 9 years of continuous service -4 calendar weeks of vacation
- e) After 14 years of continuous service -5 calendar weeks of vacation
- f) After 23 years of continuous service -6 calendar weeks of vacation

g) Except by prior agreement with the Corporation, an employee shall be entitled to take annual vacation or any part thereof only after the employee's anniversary date of employment with the Corporation, such vacation to have been earned in the year preceding the employee's last anniversary date of employment. Any vacation taken by an employee by agreement with the Corporation during the year in which such vacation is being earned shall be deducted from the employee's entitlement to vacation at the conclusion of such year of employment.

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

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

j) Where, during an employee's period of vacation such employee would qualify for sick leave in excess of three days, and such sickness is supported by a medical certificate and the employee has sick leave credits against which such period of sickness may be charged, or has leave approved by the Corporation under the provisions of Article 22 to take place during the employee's period of vacation, or takes leave pursuant to clauses (c), (d), (i), (j) or (k) of Article 22 during such vacation, there shall be no deduction for vacation credits for such absences, and the period of vacation so displaced shall either be added to the vacation period, or allowed to the employee for use at a later date, as mutually agreed upon the employee and the Corporation.

k) The Corporation shall, whenever conveniently possible, grant to each employee the vacation period preferred by such employee. Preference in choice of vacation periods shall be given to those employees with the greatest seniority with the Corporation. Vacation periods shall be arranged at least three (3) weeks before the vacation period commences.

ARTICLE 21: SICK LEAVE PROVISIONS

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month an employee is employed. The unused portion of an employee's sick leave shall accrue for his/her future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

An employee may be required to produce a certificate from a medical practitioner for any illness of three (3) working days or more certifying that he/she is unable to carry out his/her duties due to illness. In this Article, where the Corporation requests or requires the employee to supply a medical certificate to verify any illness, and where the employee incurs a cost for such medical certificate, the Corporation agrees to reimburse the employee for the full cost of such certificate.

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick leave credits for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off. An employee with more than three (3) years of service may apply to the Director of Human Resources and relevant Department Head for an extension of his/her sick leave credit. Any such extension granted shall be repaid by the employee upon his/her return to duty through his/her normal monthly accumulations.

On or before June 1st of each year, the employee shall receive a record of his/her sick leave as of the preceding March 31st showing the number of days accumulated to the last previous date of record, the days accumulated since the last previous date of record to March 31st, the number of such days used since the last date of record to March 31st, and the number of days accumulated to March 31st.

An employee having accrued sick leave to his/her credit shall on severance or retirement receive a salary grant in lieu thereof, equal to the maximum allowable for such credits under the Municipal Act (presently 50% of accumulated credits to a maximum of 6 month's salary) at the rate effective immediately prior to severance or retirement. In the event of death, the value of all accrued sick leave shall be paid to the employee's beneficiary.

An employee who books off sick shall not be eligible for overtime callout until he/she has returned to work on his/her regularly scheduled day of work unless he/she has notified his/her supervisor of his/her availability at least eight (8) hours prior to callout.

ARTICLE 22: LEAVE OF ABSENCE

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

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

a) Unpaid Leave of Absence

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

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

b) Bereavement Leave:

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

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

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

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

c) Pregnancy, Parental and Adoption Leave:

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

If an employee is granted a leave of absence under this clause, the Corporation may replace such person with a temporary employee.

d) Jury or Court Witness Duty:

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

e) Personal and Family Leave:

An employee will be granted leave of absence with pay to a maximum of three (3) working days a year for purposes of attending to the issues of the employee's family. An employee will be granted four (4) periods of two (2) hours in a year for the purpose of dental care or preventive medical care. All such paid leave to be deducted from the employee's accumulated sick leave credits.

f) Writing Examinations:

Leave of absence with pay and without loss of seniority shall be granted to

allow an employee time to write an examination to improve his/her qualifications.

g) Union Negotiations or Grievance:

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

h) Union Duties:

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

i) Union Business:

An employee may be allowed leave of absence for the purpose of attending Executive and Committee meetings, Conferences or Seminars of C.U.P.E., its affiliated or chartered bodies. Provided that the Corporation is fully reimbursed by the Union, the Corporation agrees to continue pay and benefits at the rate for regular working days, for the employee granted such leave of absence.

j) Union Conventions:

The President of the Union or his/her designate and one (1) other member of the Union shall be allowed leave of absence for the purpose of attending an Ontario or Canadian Convention of the Union. The total leave granted under this clause shall not exceed fourteen (14) working days during a two-year period. The designated employees shall receive full pay and benefits for the first six (6) days of absence under this clause. The Corporation agrees to continue full pay and benefits for the remaining eight (8) days of absence for the employees granted such leave of absence, provided that the Union fully reimburses the Corporation for such pay and benefits. Such employees will suffer no loss of seniority for such leave of absence.

ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES:

a) Wages:

The Corporation will pay wages in accordance with Appendix "B" attached hereto and forming part of this Agreement. No wage rate shall be increased except by agreement between the Union and Corporation. On each pay day, each employee will be provided with an itemized statement of his/her wages and deductions. The payment of wages shall take place every second Wednesday.

b) Vacation Pay:

Employees may receive their vacation pay in advance of their vacation period by giving notice to payroll at least two full pay periods prior to commencing their vacation.

c) Pay During Temporary Transfers:

If an employee is required to perform the duties of any position superior to that normally occupied by such employee, he/she shall be paid not less than the corresponding rate of pay according to the Appendix "B" of this Agreement. If an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, then the pay of such substitute shall not be changed.

d) Shift Bonus:

Shift employees shall receive their regular standard rate of pay plus \$.90 cents per hour as a night shift "A" bonus, and \$.90 cents per hour as a night shift "B" bonus, effective January 1, 2007

e) Travel Allowance:

An employee required to travel outside the Corporation in performance of his/her daily duties, using his/her own vehicle, shall receive in addition to his/her regular pay a mileage rate of 47 cents per kilometre.

f) Tool Allowance:

A tool allowance of \$275.00 effective January 1, 2008 (\$300.00 effective January 1, 2009), annually will be allowed to those mechanics who are required by the Corporation to supply their own complete set of tools, payable with the first pay in June of each year. The Corporation will provide insurance for tools subject to a \$250 deductible.

g) Mechanics' Premium - Land Fill Site:

Mechanics will be paid 39 cents per hour in addition to their regular hourly rate while working on equipment at the land fill site, such time to be computed from the time they leave the yard until they return to the yard.

h) Operators' Premium - Land Fill Site:

Operators will be paid 50 cents per hour in addition to their regular hourly rate while operating land fill site equipment at the land fill site.

i) Initial Cost of Special Licence:

If the Corporation requires an employee to hold a specific licence in a category higher than that held by an employee for an employee to continue in an existing position, the Corporation will allow the use of the City vehicle for the purpose of the licensing test being conducted, and will pay the initial cost of such licence. The employee will be paid regular wages for the time required to take the test.

j) The Corporation agrees to pay the renewal costs for AZ or DZ licence for those employees who are required to hold such licence in their job classification.

ARTICLE 24: SUPPLEMENTATION OF COMPENSATION AWARD

If an employee is prevented from performing his/her regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Corporation will supplement the award made by the Workplace Safety & Insurance Board for the loss of wages to the employee to the extent of such accumulated sick leave credits by such an amount that the award of the Workplace Safety & Insurance Board together with the supplementation of the Board will equal 100% of the employee's regular wage, and the amount received from the Corporation shall be deducted from the employee's accumulated sick leave benefits.

However, the employee shall have the option not to have accumulated sick leave applied so as to receive the difference between Workplace Safety & Insurance Board Benefits and regular pay and may elect to receive only Workplace Safety & Insurance Board Benefits for all or any part of the period for which he/she receives such compensation. During the period

referred to above and which such person continues as an employee of the City, the Corporation agrees to continue any supplementary benefits for which it would be liable if the employee was working, except pension contributions to the OMERS or Canada Pension Plans.

ARTICLE 25: JOB SECURITY

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

ARTICLE 26: SAFETY

The Corporation shall observe all precautions and provide all safety devices or appliances that may be required for the ample protection of employees. All employees shall co-operate with the Corporation in the prevention of accidents. All employees are required to wear C.S.A. approved safety footwear. The Corporation agrees to pay 100% of the cost of the first pair of summer boots and the first pair of winter boots to a maximum cost to the Corporation of \$135.00 per pair of boots. When required for the actual replacement of such C.S.A. approved footwear, the Corporation agrees to pay 100% up to a maximum of \$135.00 effective January 1, 2005 per pair of boots.

The Corporation will provide insulated safety coveralls on an as needed basis when requested by the employee for the following positions: Labourer, Truck Driver, Tile Layer, Machine Operator II, Traffic Maintenance, Landfill Spotter, Sewer Service Person, Parkskeeper, Parkskeeper—Lead Hand, Tree Trimmer and Arborist.

The Corporation will provide insulated jackets on an as needed basis when requested by the employee for the following positions: Machine Operator I.

ARTICLE 27: EMPLOYEE BENEFITS

a) Pension:

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

b) Hospital and Medical Insurance:

The Corporation will contribute 100% of the Employee Health Tax and will

carry coverage equivalent to that listed in the current group benefit booklet including an Extended Health Care \$10.00/\$20.00 deductible plan, less drugs, plus the \$.35 deductible prescription drug plan, no deductible on vision care \$360.00/24 months for adults effective January 1, 2008 (\$370.00/24 months effective January 1, 2009; \$380.00/24 months effective January 1, 2010) and \$360.00 January 1, 2008 (\$370.00 January 1, 2009; \$380.00 January 1, 2010) every year for dependent children under 18 years of age, and hearing aids for all employees who wish to participate in the plans and two times their total annual base earnings, upwards to the nearest \$1,000.00 for life insurance coverage.

Employees will submit all invoices for semi-private hospital accommodation directly to Human Resources for payment.

c) Employment Insurance:

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

d) Dental Plan Deductions:

The Corporation shall provide dental insurance coverage for employees and agrees to pay 100% of the premiums. Dental coverage will be based on O.D.A. fee schedule for the preceding year updated annually.

The coverage provided is equivalent to the current basic preventative dental plan on a 50/50 cost shared basis of \$2000 per year for Restorative Services and \$1800.00 per child for Orthodontic Services lifetime, effective January 1, 2007.

e) Optional Dependent Life Insurance:

The Corporation shall arrange for optional life insurance coverage in the amount of \$10,000 for spouse and \$5,000 for each dependent child of employees. Such coverage shall be dependent upon enrollment of 80% eligible employees with the dependent Life Insurance premium to be paid by the employer.

f) Accidental Death & Dismemberment Insurance:

The Corporation shall arrange for Accidental Death & Dismemberment Insurance for employees, effective June 20, 2005.

g) Manu-Assist

The Corporation shall arrange for Manu-Assist coverage for employees, effective September 1, 2005.

h) Hearing Tests

The Corporation agrees to arrange for annual hearing tests for all employees.

i) Extended Health Benefits on Retirement for Ill Health:

Extended Health Benefits shall continue for employees retired due to ill health when not covered by Provincial Government programs, if authorized by the Municipal Act.

j) Retired Employees May Enroll for Coverage:

If an employee retires on an OMERS pension and, to the extent that the insurance carrier(s) of the Corporation permit, and until a maximum age of 65 or the death of the retiree, such retired employee may enroll in group insurance coverage carried by the Corporation under paragraph 27(b) and (d) of this Agreement with 100% of the cost paid by the Corporation. Effective January 1, 2002 such retired employee may enroll in group life insurance coverage to a maximum age of 65, such coverage shall be limited to \$40,000. Should an employee, at time of retirement, elect not to participate in a benefit, such benefit or subsequent improvements, or new benefits will not be available to the retiree at any time thereafter.

k) Approval of Change of Insurance Carriers:

If the Corporation proposes to change insurance carriers, proposals of carriers favoured by the Corporation together with specifications and conditions of benefits to be provided by the new carrier shall be submitted to the Union Executive at least 60 days in advance of the carrier being changed so that the Union may verify the coverage to be equivalent to those in effect and described in the collective agreement.

If the Union indicates to the Corporation within 30 days of such submission that coverage of any carrier is not equivalent to that required by the collective agreement, and the Corporation disputes that fact, the question may be the subject of a grievance by either party.

ARTICLE 28: GENERAL CONDITIONS

a) Proper Accommodation:

Proper accommodation shall be provided for employees of the Corporation to have their meals and keep their clothes. Lockers shall be provided for the use of the regular employees.

b) Bulletin Board:

The Corporation shall provide Bulletin Boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

c) Uniforms and Special Clothing:

The Corporation will continue its present practice regarding supply of clothing and footwear for Animal Control Officers and uniformed members of the Traffic Department. The employer agrees to clean up to three (3) pairs of coveralls per mechanic per week in the Public Works Department. For all other employees of the bargaining unit effective January 1, 2007, the Corporation will provide up to \$250.00 per employee per year for the purchase of clothing of a type designated from time to time by the Corporation, such sums to be paid only for actual purchases. Any portion of the amount unused by any employee in any calendar year will not be held over into the following year. Each employee shall be responsible for obtaining his/her own clothing and keeping his/her clothing laundered, cleaned and in good and orderly condition. All employees must dress in an acceptable fashion. The foregoing does not include rainwear, safety equipment or protective coveralls which the Corporation will continue to supply as in the past.

d) Abusive Language:

Any person in authority when addressing employees must refrain in the use of abusive language and similarly no employee shall be permitted to use abusive language to any person in authority.

e) Transfer Between Departments:

If Union members are laid off due to lack of work in one department, and if there is work available in any other department, they shall be transferred in accordance with this agreement, provided that they are able to do the work. If there is no work available in another department, an employee may displace another employee in the same department with less seniority if, in

the opinion of the Corporation which shall be exercised in a reasonable manner, such employee is qualified to do the work in a job he/she is being transferred into. In the alternative, such employee may displace an employee with less seniority in another department in a classification of Appendix "B" equal to or lower than his/her classification, if, in the opinion of the Corporation which shall be exercised in a reasonable manner, such employee is qualified to do the work in the job he/she is being transferred into. A person displaced as aforesaid may in turn displace another employee with less seniority on the basis set forth above. The wage rate to be paid is for the position that he/she is transferred into. All benefits shall cease effective the first day of lay-off.

f) Liability Insurance:

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

g) If as a result of the finding of guilt of an employee, the penalty imposed upon such employee with respect thereto, or the statutory consequences thereof, are such as to interfere with the employee carrying out the normal duties of his/her position with the Corporation, the Corporation may remove the employee from that position. If there is no other employee in the Bargaining Unit who is qualified to do the work of such position and who wishes to move into such position, the employee who has been found guilty shall not have the right to displace any other employee and the employee shall be laid off and have a right of recall from layoff into either the CUPE 197 or CUPE 1385 Bargaining Units. However, if there is another employee in the Bargaining Unit qualified to do the work of such position, and who wished to move into such position, the employee who was found guilty and who was removed from his/her previous position, the employee who was found guilty and who was removed from his/her previous position as stated above may displace another employee in the same department with less seniority in a classification of Appendix "B" equal to or lower than his/her previous classification if, in the opinion of the Corporation, which shall be exercised in a reasonable manner, such employee is qualified to do the work in the position of the employee so displaced. In the alternative, he/she may displace an employee with less seniority in another department in a classification of Appendix "B" equal to or lower than his/her previous classification if, in the opinion of the Corporation, which shall be exercised in a reasonable manner, such employee is qualified to do the work done by the employee who is being displaced. A person so displaced may in turn displace another employee in the manner set forth in Article 12(d)(3) of the Collective Agreement.

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

i) If an employee is prevented from performing his/her regular work with the Corporation on account of an occupational accident, and has applied for benefits under the Workplace Safety & Insurance Act, but no award has yet been made with respect to the employee's application, the employee may apply to the Director of Corporate Services of the Corporation for a loan, the proceeds of which are to be paid at a rate not exceeding the amount of his/her normal take-home salary, and the total not exceeding the amount of accumulated sick leave credits, to be paid on a periodic basis to the employee pending an award being made by the Workplace Safety & Insurance Board. If such an award is made, the employee shall repay to the Corporation the amount of the award for the period from the date of the occupational accident up to the date of the award and the sick leave credits of the employee shall be reinstated to the extent of such repayment. The employee upon application to the Director of Corporate Services for such payments shall sign an agreement to repay such advances to the Corporation in the event that Workplace Safety & Insurance Board benefits are awarded to the extent of any such retroactive payments received for the period from the date of the occupational accident up to the date of the Workplace Safety & Insurance Board award. If the Workplace Safety & Insurance Board rules that the accident is not compensable within the meaning of the Workplace Safety & Insurance Act, any amounts paid by the Corporation under the foregoing shall thereupon be deducted from the accumulated sick leave credits of the employee.

ARTICLE 29: TEMPORARY LABOURER

A temporary labourer is one who has been hired for a specified period of twenty-four (24) weeks or less in any calendar year or as a replacement for employees absent due to illness, vacation, injury or leaves of absence. The employer, prior to the commencement of employment, shall designate the period of temporary employment. The period of temporary employment may be extended by mutual consent by the Union and the City. Temporary employees shall not be used by the City to avoid the hiring of full-time employees.

Prior notification will be given to the Union on the number and period for which these temporary labourers will be hired. A temporary labourer shall not be entitled to any benefits under this contract other than wages set forth in Appendix B and fringe benefits required by Statute and shall be entitled to be paid for Statutory Holidays occurring during the time of their temporary employment. Employment as a temporary labourer shall not

give any employee seniority within the Bargaining unit. Temporary labourers shall pay union dues in accordance with Article 7, Check Off Union Dues. Positions for temporary labourer shall not be posted pursuant to the Collective Agreement.

ARTICLE 30: HEALTH AND SAFETY

The Corporation and the Union agree to the formation of a Joint Health and Safety Committee pursuant to the provisions of the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1 and any subsequent Amendments, and to the functioning of that committee and payment of Union members of that Committee in accordance with the Act.

The Corporation will provide the Secretary to the Union copies of all reports of the Joint Health & Safety Committee, including reports related to accidents or critical injuries on the job.

With the prior written consent of an individual Union member, the Corporation will provide to the Union medical reports or medical records with respect to such employee in the Corporation's possession.

ARTICLE 31: TECHNOLOGICAL CHANGE

The Corporation shall notify the Union three months before the introduction of any technological changes which affect the rights of employees, conditions of employment, wage rates or workloads.

ARTICLE 32: NOTICE TO EMPLOYER REGARDING COURT MATTERS

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

ARTICLE 33: PRESENT CONDITIONS AND BENEFITS

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to

be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Corporation and the Union.

ARTICLE 34: COPIES OF AGREEMENT

Copies of new agreements will be issued by the Human Resources Division within thirty (30) days of the signing for distribution to all employees.

ARTICLE 35: LABOUR MANAGEMENT COMMITTEE

The Union and the Corporation will each appoint representatives to a labour management committee for CUPE Local 197, which committee may meet from time to time at the request of the Union or the Corporation to discuss matters of concern, with a view to maintaining harmonious labour relations between Local 197 and the Corporation.

ARTICLE 36: TERM OF AGREEMENT

This Agreement will become effective as of the first day of January 2008 and shall continue in effect until the 31st day of December 2010, and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing, not more than 90 days prior to the termination date that it desires to amend the Agreement. Negotiations shall begin within fifteen (15) days following notification for amendment or at a time mutually agreeable to both parties.

Signed this 1st day of February, 2009 in the City of Stratford, Ontario.

*Signed on behalf of The Canadian Union of Public Employees
Local 197*

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



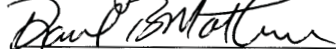
President



Cindy McNair
Deputy CAO/Director of Human Resources




CUPE Representative




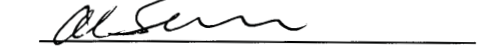
Daniel B. Mathieson
Mayor



Jean Thomson
Deputy Clerk







APPENDIX A

Night Shift Work (according to Article 23(d) of Agreement).

Shift employees shall receive their regular standard rate of pay plus \$.90 cents per hour as a night shift "A" bonus, and \$.90 cents per hour as a night shift "B" bonus, effective January 1, 2007.

Class I Machine Operators always receive Class I Operator's pay and must be able to operate all Class I Machines. Class II Machine Operators are employees who only receive Operator's pay while operating Class II Machines.

Tractor Mower Operators and Sidewalk Snow Plow and Sidewalk Sanders Operators are to be paid Truck Driver rate.

CLASS I

Articulated Loader
Bulldozer
Landfill Compactor
Linkbelt Backhoe
Road Grader
Road Snow Blower
Road Sweeper
Tractors with Backhoe
Vacuum Truck

CLASS II

Air Compressor
Flusher
GarbagePacker
Road Sanders
Roller
Sewer Rodding Machine
Sidewalk Snowblower
Sidewalk Sweeper
Tractor Loader
Tractor Plow

APPENDIX B: HOURLY WAGE RATES - CUPE LOCAL 197

BAND	Effective Classification	2008	2009	2010
1	Temporary Labourer	14.13	14.56	14.99
2	Labourer	21.23	21.87	22.52
3	Night Maintenance Person	21.59	22.24	22.90
	Weigh Scale Attendant	21.59	22.24	22.90
	Landfill Spotter	21.59	22.24	22.90
	Truck Driver	21.59	22.24	22.90
	Sign Painter	21.59	22.24	22.90
4	Traffic Maintenance	21.76	22.42	23.09
	Tile Layer	21.76	22.42	23.09
	Cement Finisher/Form Setter	21.76	22.42	23.09
5	By-Law Control Officer	22.35	23.02	23.71
	Cemetery Maintenance	22.35	23.02	23.71
	Stockkeeper	22.35	23.02	23.71
	Machine Operator II (PW)	22.35	23.02	23.71
	Parkskeeper	22.35	23.02	23.71
	Tree Trimmer	22.35	23.02	23.71
6	Wastewater Collection Operator in Training	23.26	23.96	24.67
7	Parkskeeper - Lead Hand	24.33	25.06	25.81
	Arborist	24.33	25.06	25.81
	Machine Operator I	24.33	25.06	25.81
	Sewer Service Person	24.33	25.06	25.81
	Wastewater Collection Operator Class 2	24.33	25.06	25.81
	Cemetery Maintenance - Lead Hand	24.33	25.06	25.81
	Mechanic	26.03	26.81	27.61
8	Wastewater Collection Operator Class 1	26.80	27.60	28.43
	Mechanic - Lead Hand	26.80	27.60	28.43
	Lead Hand Premium	0.68	0.68	0.68

Incumbent Rates of Pay:

The employee in this 'gold-circled' classification shall continue to receive all future negotiated salary and benefit increases as long as he remains in this position. Any new incumbent performing this work shall receive the wage rate above that has been negotiated by the parties.

Night Maintenance Person	22.42	23.10	23.79
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The following classifications listed on Appendix 'B' are vacant and have not been evaluated by the Joint Job Evaluation Committee. Should the Corporation choose to fill

these positions in the future, the positions will first be evaluated by the committee.
Sanitation Collector, Assistant Stockkeeper II, Animal Control Officer, Assistant Stockkeeper, Senior By-Law Enforcement Officer

APPLICATION OF SCHEDULE

Inclement weather and illness shall not be construed as a break in continuous months of employment.

LETTER OF UNDERSTANDING REGARDING HOURS OF WORK

Changes in hours of work on a trial basis may be implemented after discussions and agreements amongst the Union, the members of the department involved, and the respective Department Head.

LETTER OF UNDERSTANDING REGARDING STRATFORD MUNICIPAL AIRPORT

The Union agrees that the Airport Operator is an excluded position in the Recognition Clause of the CUPE 1385 Collective Agreement. The City agrees that other employees engaged at the Airport will be subject to the appropriate CUPE 197 or 1385 Agreement.

Signed this 1st day of February, 2009 in the City of Stratford, Ontario.

Signed on behalf of The Canadian Union of Public Employees
Local 197

Signed on behalf of The Corporation of
The City of Stratford




President



Cindy McNair
Deputy CAO/Director of Human Resources



Mark Charbonneau
CUPE Representative




Daniel B. Mathieson
Mayor


Deputy Clerk

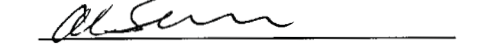


Joan Thomson


Michelle Smibert







**LETTER OF UNDERSTANDING BETWEEN THE CORPORATION OF THE CITY OF STRATFORD,
(EMPLOYER) & THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 197 (UNION)**

Inclement Weather

The parties are willing to introduce on a trial basis an arrangement whereby employees unable to attend work because of a road closure due to inclement weather, may be compensated for lost time from work within the following parameters:

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


Signed this 11th day of February, 2009 in the City of Stratford, Ontario.

*Signed on behalf of The Canadian Union
of Public Employees Local 197*

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



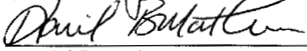
President




CUPE Representative



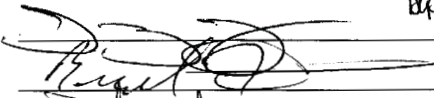
Cindy McNair
Deputy CAO/Director of Human Resources




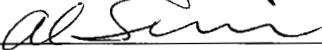
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MAINTENANCE MANUAL

between

City of Stratford

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 197

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ARTICLE 1 - PURPOSE

- a) The purpose of this manual is to outline the procedures for the maintenance of the Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Job Evaluation Program between CUPE Local 197 and the City of Stratford.
- b) To jointly maintain the job evaluation plan for all jobs within CUPE Local 197.

ARTICLE 2 – DEFINITIONS

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

Collective Agreement

The collective agreement currently in effect between the employer and CUPE Local 197.

Degree Level

The actual measurement levels within each subfactor.

Duty

Is made up of a number of tasks.

Factors

The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.

Green-Circled Rate

The wage rate that is lower than the newly established wage rate.

Gender-Neutral

Any practice or program which does not discriminate between men and women.

Increment

One of a series of fixed rates on a salary range.

Incumbent

An employee assigned to a job.

Job

Is made up of a collection of duties and responsibilities.

Job Analysis

The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation.

Job Analysis Questionnaire

The instrument used to collect and record job data and forms part of the job documents.

Job Description

The written description of a job which includes a summary and a listing of the major duties and responsibilities.

Job Evaluation

A process which measures the value of jobs in relation to each other; this value is expressed in points.

Job Evaluation Plan

A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.

Maintenance Committee

The Committee responsible for the maintenance of the job evaluation plan and which is made up of equal representatives from union and management.

Out-of-Schedule Rate

A wage rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a specified period of time.

Pay Grade

A designated salary range within the salary schedule including increments, if any.

Points

The numerical expression assigned to each degree level within each subfactor.

Rating

The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.

Rating Sheet

Records the facts and rationale for the degree levels assigned to each subfactor for each job.

Red-Circled Rate

The wage rate that is higher than the newly established wage rate.

Salary Schedule

A listing of job titles, point bandings and pay grades.

Sore-Thumbing

The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by a factor-by-factor basis or on a total point basis.

Subfactors

Are components of the four major factors.

Tasks

A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.

Total Points

The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation plan.

ARTICLE 3 – THE MAINTENANCE COMMITTEE

The Maintenance Committee shall have equal representation and participation from the parties, consisting of three (3) representatives from the employer and 3 (three) representatives from the local union.

3.1 The employer and the union shall each designate one of its representatives to act as Co-chairperson. The Co-chairpersons are responsible for:

- a) The chairing of the Committee meetings;
- b) The scheduling of regular Committee meetings which include notification of appropriate supervisors for Committee members' attendance;
- c) Establishing the priority of matters to be acted upon by the Committee.

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

shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

ARTICLE 4 – MANDATE OF THE MAINTENANCE COMMITTEE

The Maintenance Committee shall maintain the Job Evaluation Program by:

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

RATING NEW AND/OR CHANGED JOBS

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

a) Step 1

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

b) Step 2

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

incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

c) Step 3

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

d) Step 4

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

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

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

ARTICLE 6 – MAINTAINING THE JOB EVALUATION PROGRAM

6.1 It is important that the parties maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request and to complete a review of all jobs every four (4) years. The initial review shall commence in 2006, retroactive to March of 2005. The next review will take place in March 2009.

6.2 Job Evaluation Procedures for Changed Jobs

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

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

6.3 Job Evaluation Procedures for New Jobs

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

- a) The employer shall prepare a draft job description for the job;

- b) The Maintenance Committee shall meet and establish a temporary pay grade for the job, based on the draft job description;
- c) The job shall be posted and any person appointed to the job shall be paid the temporary rate of pay in the temporary pay grade.
- d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the Maintenance Committee. The Maintenance Committee shall finalize the job description and rate the job according to the procedure set out in Article 5.
- e) If the pay grade increases as a result of the six-month review, such increase shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the pay grade of the job decreases as the result of this six-month re-examination of the job, the incumbent shall receive full red-circling protection for the duration of his or her tenure in the job.

ARTICLE 7 - JOB EVALUATION PROCEDURES FOR DISAGREEMENT WITH RATING

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

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

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

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

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

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

8.3 The arbitrator shall decide the matter upon which the Maintenance Committee has been unable to agree and his/her decision shall be final and binding on the Maintenance Committee, the employer, the union and all affected employees. The arbitrator shall be bound by the terms of this Maintenance Manual and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

8.4 The employer and the union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

8.5 The arbitrator's fees and expenses shall be borne equally between the parties.

8.6 The time limits contained in this Article may be extended by mutual agreement of the parties.

ARTICLE 9 – APPLYING THE RATING TO THE SALARY RANGES

- 9.1 Job ratings serve to:
- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
 - b) provide the basis upon which wage rate relationships between jobs are established;
 - c) measure changes in job content;
 - d) assign jobs into their proper pay grade in the salary schedule.
- 9.2 The total point allocation shall be used to determine the salary range for the jobs. Salary ranges are provided in the Collective Agreement.
- 9.3 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Reconsideration Form was submitted. The incumbent's shall retain the same place on any increment grid.
- 9.4 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such jobs shall be identified as "Red-Circled" and shall continue to receive all negotiated increases and shall continue to progress through any increments of the salary range to the job rate of the previous pay grade.
- 9.5 If a job is at the top of the existing salary range, the incumbent(s) rate of pay shall be adjusted to the top of the newly assigned salary range provided the new range is higher than the existing range.
- 9.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
- 9.7 All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

ARTICLE 10 - CONCLUSION AND IMPLEMENTATION

- 10.1 The Maintenance Committee shall report its recommendations for change to the job evaluation plan or its Maintenance Manual to the parties for ratification.

10.2 This Maintenance Manual, including all appendices, the Job Evaluation Plan, job descriptions and any other documents as agreed to by the Maintenance Committee shall be deemed to be included in the Collective Agreement, effective the date of signing of this Maintenance Manual.

FOR THE EMPLOYER	FOR THE UNION
Date:	Date:

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Appendix A - ADVICE OF RATING FORM

Incumbent's Name:

Job Title:

Job #:

Department:

Location:

Current Pay Grade:

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

JOB RATING

Subfactors	KNO	EXP	JUD	MEN	PHY	DEX	ACC	SAF	SUP	CON	W/C
Degree											
Points											

Total Points:

RATING RESULTS: **No Change** **Change in Points** **Change in Band**

Pay Grade: _____

Increment: _____

Employer Co-Chairperson:

Union Co-Chairperson:

Date:

Date:

NOTE: Any employee, supervisor, union or employer who disagrees with the job description and/or the rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form (Appendix B) and submitting it to the Maintenance Committee within sixty (60) days of receipt of this document. Please state the reason for disagreeing with the job description and/or rating on the Job Evaluation Reconsideration Form.

Maintenance Committee/Human Resources to send copies to:

Incumbent(s)

Supervisor

Union



Appendix C - JOB EVALUATION
REVIEW DECISION FORM

Incumbent's Name:

Job Title:

Job #:

Department:

Location:

RATING RESULTS: No Change Change in Points Change in Band

CURRENT: Total Points: _____ Pay Grade: _____ Salary: _____

ADJUSTED: Total Points: _____ Pay Grade: _____ Salary: _____

Retroactive Date:

COMMENTS:

Employer Co-Chairperson:

Union Co-Chairperson:

Date:

Date:

Maintenance Committee/Human Resources to send copies to:

Incumbent(s)

Supervisor

Union