

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 66-03**

PARKING ENFORCEMENT OFFICERS

December 20, 2019 to March 31, 2023

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ARTICLE 1 – GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Corporation and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory and safe working conditions, hours of work and wages for all employees who are subject to its provisions.

ARTICLE 2 – RECOGNITION

- 2.01 The Corporation recognizes the union as the exclusive bargaining agent for all employees at the City of Mississauga employed as Parking Enforcement Officers in the Parking Enforcement Section save and except Administration Staff, Supervisors and any person above Supervisor.

ARTICLE 3 – RECOGNITION OF NATIONAL REPRESENTATIVE

- 3.01 The Corporation will recognize the CUPE National Representative at all meetings held with the Union should the Local Union choose to have the National Representative attend.

ARTICLE 4 – RELATIONSHIP

- 4.01 The Corporation and the Union agree that there shall be no discrimination either by the Corporation or the Union, as defined in the Ontario Human Rights Code.
- 4.02 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised against employees of the Corporation, by any members or representatives of the Union or the Corporation.
- 4.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation

- without proper authorization of the Union. In order that this representation may be carried out, the Union will supply the Corporation with the names of employees, who are stewards or other officers of the Union from within the bargaining unit. Similarly, the Corporation shall supply the Union with a list of its managerial personnel with whom the Union may be required to work with.
- 4.04 There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings relating to Union business, without the consent of the Corporation.
- 4.05 The Union and the Corporation agree to adhere to the Corporation's Policies on Respectful Workplace, #01-03-04 and Workplace Violence, #01-07-01, which includes personal harassment, workplace harassment and sexual harassment. It is understood that these policies do not replace the employee's right to grieve under Article 13 and that an employee may submit a grievance if such employee believes they have been harassed as defined in the Policies.
- 4.06 Upon prior permission from the Manager, which permission will not be unreasonably withheld, union stewards and officers shall have the right to answer questions and/or discuss work related issues with union members or the Manager and/or Supervisor, in order to resolve issues expeditiously.
- 4.07 The Union shall have the right to meet with all new employees on their initial hire in the bargaining unit, at a mutually agreeable time, for a period of thirty (30) minutes during working hours, in a private area, during their first month of employment in order to orient them as to their collective agreement rights and obligations.

ARTICLE 5 – NO OTHER AGREEMENTS

- 5.01 The Corporation will not enter into agreements with employees that contravene the Collective Agreement.

ARTICLE 6 – POLITICAL ACTION

- 6.01 No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies. Any such political action must be in compliance with Corporate policies and procedures, including but not limited to, the Conflict of Interest Policy.

ARTICLE 7 – UNION SECURITY AND UNION DUES CHECK OFF

- 7.01 The Corporation will deduct the regular bi-weekly union dues at a percentage to be indicated by the Union from the gross pay issued to employees. Such deduction will be made once each pay period and amounts so deducted will, within fourteen (14) calendar days, be forwarded to CUPE National.
- 7.02 The Union shall provide the Corporation with thirty (30) calendar days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees and when the Corporation is to collect membership initiation fees or assessments levied by the union, from its members.
- 7.03 Every employee covered by this agreement who is, or becomes a member of the Union, shall remain a member during the term of this agreement. New employees shall pay union dues from the date of hire.
- 7.04 The Union will save the Corporation harmless from any claims made by employees for amounts deducted from their pay in accordance with the terms of this Article.

- 7.05 The Corporation shall provide to the Union a spreadsheet list of all full-time and part-time employees every six (6) months. This list will include the employment status, addresses and telephone numbers currently on record with the Corporation. It shall be the responsibility of the employee to keep the Corporation advised at all times of their current address and telephone number(s).
- 7.06 The Corporation shall inform the union when any new employee is hired and will supply the employee's starting date and position. Such information will be supplied to the union no later than thirty (30) calendar days of their start date.
- 7.07 The Union agrees that dues will not be deducted from employees who are on approved unpaid and/or legislated leaves of absence. Upon the employee's return to work after the leave, the Corporation will deduct all outstanding union dues owed for the period of their leave.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

- 8.01 During the term of this Agreement, the Union will not cause or direct, nor will the employees conduct any strike, slowdown or other collective action against the Corporation which will stop or interfere with work. The Corporation will not cause or direct any lockout of its employees.
- 8.02 The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in the Labour Relations Act, R.S.O., as amended.

ARTICLE 9 – WORK OF THE BARGAINING UNIT

- 9.01 Management and/or Supervisors shall not perform work normally performed by bargaining unit employees except for orienting new hires, coaching, emergencies, unforeseen

exceptional circumstances, public safety, and/or where regular qualified bargaining unit employees are not available.

ARTICLE 10 – MANAGEMENT RIGHTS

- 10.01 Nothing in this Agreement shall be interpreted as limiting the Corporation in any way in the exercise of all of the rights, powers, authority and regular and customary functions of management to introduce technical improvements and methods of operation, and changes in the methods of operation, the extension, limitation, curtailment or cessation of operations, and the right to hire, engage, lay off, recall, promote, demote, classify and transfer employees with due regard to ability and seniority, and to reprimand, discipline, suspend or discharge employees for just cause.
- 10.02 The Union and the Corporation agree that each, as a party to this agreement, will not act in a manner that is unreasonable, discriminatory, arbitrary or in bad faith.

ARTICLE 11 – UNION REPRESENTATION

- 11.01 An employee shall have the right to have a Union representative present during investigations or meetings which may result in discipline or discharge. A Union representative shall be invited to attend, unless the employee waives their right to Union representation in accordance with the Union Waiver Form in Appendix D.
- 11.02 If the President of Local 66 or their designate is from a bargaining unit other than this one, the Union shall reimburse the Corporation for the time spent by the Local 66 President or their designate when representing members in meetings with management. If the Corporation requested such representation, such meeting will be considered time worked and paid by the Corporation. In all cases, leave for the President or designate to

attend such meetings must be approved by their Director or designate, and such leave will not count towards Union leave time described in Article 43.

ARTICLE 12 – GRIEVANCE COMMITTEE

- 12.01 A Union/Corporation Grievance Committee shall be established consisting of three (3) Union Representatives from the bargaining unit; CUPE National Representative, or their designate; President of Local 66 or their designate; and representatives of the Corporation.
- 12.02 One (1) Union Representative may represent the union at Step 2. Two (2) Union Representatives may represent the union at Step 3 and at mediation or arbitration. The CUPE National Representative or the President of CUPE Local 66 or their designate may be invited to attend.
- 12.03 If the President of Local 66 or their designate attends grievance meetings, mediation or arbitration, the union shall request approval by their Director in advance and shall reimburse the Corporation for their time. If the Corporation requests the presence of President of Local 66 or their designate, such time shall be considered as time worked. Time spent in such meetings by the Union Representatives and grievors shall be considered as time worked.

ARTICLE 13 – COMPLAINT AND GRIEVANCE PROCEDURE

- 13.01 For the purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the collective agreement including any question as to whether a matter is arbitrable.

All grievances must be in writing, on an approved grievance form (except Step 1) and dealt with in the following manner;

STEP 1

The employee involved shall within seven (7) calendar days of the date of the incident giving rise to the complaint or the date that the incident should have reasonably have been known to the employee, discuss the complaint with a Supervisor or designate. The employee may bring a union steward. The Supervisor or designate shall give an answer by email to the employee within seven (7) calendar days following the date of the meeting.

STEP 2

If the employee is not satisfied with the Supervisor or designate's answer to the complaint, the complaint must be stated in writing on the approved grievance form and submitted to the Manager or designate within seven (7) calendar days after the Supervisor or designate gives an answer at Step 1. All Grievances shall be in writing and on the approved grievance form and must be signed by the employee (or their designate/Officer of the Union) and the Union. All Grievances shall contain the Article of the Collective Agreement, legislation or policies that apply to members of the bargaining unit alleged to have been violated, the nature of the grievance and the remedy requested. The Grievance Form shall be presented to the Manager by the Union. The Manager will meet within seven (7) calendar days after receipt with the employee (and/or their designate/Officer of the Union), Union and other representatives of the Corporation who the Manager deems necessary, and shall have a further seven (7) calendar days to answer the grievance in writing.

If the Union is satisfied with the response, the Union will also advise in writing that the grievance has been withdrawn within seven (7) calendar days.

If the Union is not satisfied with the Manager's or designate written response given at STEP 2, the Union must within seven (7) calendar days following the date at which the Manager's written response was issued, indicate in writing that the grievance is proceeding to STEP 3.

STEP 3

Within seven (7) calendar days of the notification, the Director of Enforcement or their designate will arrange a meeting with the CUPE National Representative or their designate. Other representatives of the Corporation may also attend this meeting. The employee concerned will attend the meeting if their attendance is requested in advance by either Party. The Director shall have seven (7) calendar days following the Step 3 meeting, to give a response to the grievance in writing.

- 13.02 If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within seven (7) calendar days, refer the grievance to arbitration with the provisions contained in Article 16.
- 13.03 If the Union is satisfied with the response, the Union will also advise in writing that the grievance has been withdrawn within seven (7) calendar days.
- 13.04 Any of the time allowances provided in this Article may be extended by mutual agreement. Such confirmation of the extension should be in writing.

13.05 Group Grievances

Where a number of employees have the same grievance and each employee would be entitled to grieve separately, the Union may present a group grievance in writing and on the approved grievance form. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, the names of the known individuals affected at the time the grievance is filed, and should include the provisions of the Agreement generally to be relied upon. Such grievances shall be initiated at Step 2 and the Union may assign a maximum of two (2) grievors to represent the group.

13.06 Policy Grievance

A policy grievance is one in which the issue has the potential to affect any member of the bargaining unit. All such grievances shall be filed at Step 2 of the grievance procedure as provided in this article.

ARTICLE 14 – CORPORATION GRIEVANCE

14.01 If the Corporation has a complaint with respect to the conduct of the Union, its officers, or that the Union has violated the provisions of the Collective Agreement, the Corporation shall first inform the CUPE National Representative and Union Local. If the complaint has not been resolved to the satisfaction of the Corporation, the Corporation will submit such complaint to the Union at STEP 3 of the grievance process. The Union will meet with the Corporation within seven (7) calendar days to discuss the complaint and will give the Corporation a written reply within seven (7) calendar days of the meeting. If the complaint is not settled, it may be referred to arbitration.

ARTICLE 15 – MEDIATION

15.01 At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Article 13 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.

- a) The parties will agree on the individual who will act as grievance mediator. The parties shall equally share the fees of the mediator and the cost of a neutral meeting space if such space is required.
- b) The mediation session will be attended by representatives from the Union including the CUPE National Representative or their designate, and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
- c) Once the parties have agreed in writing to mediate a grievance the session shall commence within sixty (60) calendar days. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.
- d) Provided the parties agree, there shall be no limit to the number of grievances submitted for a single mediated session.
- e) Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will

not prejudice either party at arbitration should the matter not be resolved nor shall it be raised, discussed or relied upon at arbitration.

- f) The mediation session may be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session during an employee's scheduled hours of work shall be without loss of regular pay or benefits.
- g) Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.
- h) The Mediator shall not act as the Arbitrator.

ARTICLE 16 – ARBITRATION

- 16.01 No matter may be submitted to arbitration which has not been carried through all the steps of the grievance procedure, unless the parties have mutually agreed to skip the steps.
- 16.02 Any arbitration proceedings shall be in accordance with the Labour Relations Act of the Province of Ontario. The Union and Employer will submit three (3) names of potential arbitrators for the hearing and an arbitrator will be appointed by mutual agreement. Either party may exercise their right to pursue expedited (Section 49) arbitration.
- 16.03 The Corporation and the Union, through mutual agreement, may refer a matter to a Board of Arbitrators.
- 16.04 Neither an Arbitrator nor a Board of Arbitration shall 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.

- 16.05 The decision of the arbitrator, or Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairperson will be final.
- 16.06 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 expenses, if any, of the sole Arbitrator or Chairperson.

ARTICLE 17 –DISCIPLINE/DISCHARGE GRIEVANCES

- 17.01 Discipline grievances shall commence at STEP 2.
- 17.02 Discharge grievances shall commence at STEP 3.

ARTICLE 18 – SUNSET CLAUSE

- 18.01 Disciplinary documentation contained in an employee's personnel file in the form of verbal and/or written warnings will not be relied upon by the Corporation for further disciplinary action, if more than twenty-four (24) months have passed since the date of such warning and the employee received no further disciplinary notification in that twenty-four (24) month period. The exception to this article will be any discipline imposed due to harassment or incidents of violence in the workplace.

ARTICLE 19 – COPIES OF CORRESPONDENCE

- 19.01 When an employee is disciplined or discharged, the Union will be copied on correspondence addressed to the employee on such matters.

ARTICLE 20 – CORPORATE EMPLOYEE FILE

- 20.01 Employees may file a written request to Human Resources to view their corporate employee file in the presence of an authorized corporate representative. Upon receipt, Human Resources will endeavour to schedule such a meeting with the employee for this purpose as soon as is practicable. An employee may request that Human Resources provide copies of information contained in their employee file, subject to the number of copies being reasonable and kept to a minimum.

ARTICLE 21 – LABOUR MANAGEMENT COMMITTEE

- 21.01 A Labour Management Committee shall be established consisting of the CUPE National representative, one (1) full-time representative and one (1) part-time representative from within the bargaining unit, as appointed by the Union; and representatives of the Corporation. Time spent in such meetings shall be considered as time worked. If the President of Local 66, or their designate, attends, the union shall request approval by their Director in advance and reimburse the Corporation for their time in such meetings, unless the Corporation requested such representation, in which case time at such meeting will be considered time worked. Additional representatives may attend upon mutual agreement.
- 21.02 The Committee will meet quarterly or more frequently if necessary by mutual agreement. Each party shall notify the other party of the proposed agenda as far in advance of the meeting as possible, but not later than five (5) calendar days

before the scheduled meeting and include the names of all attendees. Attendance in Labour Management Committee Meetings shall be considered as time worked.

ARTICLE 22 – NEGOTIATIONS COMMITTEE

- 22.01 The Corporation will recognize a Union negotiating committee consisting of Unit Vice President and two (2) representatives of the bargaining unit and the CUPE National Representative. If the President of Local 66 or their designate is required to attend negotiations, this must be approved by their Director in advance, as Corporation paid time. If the Union requests the President of Local 66 or their designate to attend, the Union shall pay for their time.
- 22.02 Both full-time and/or part-time Negotiations Committee representatives scheduled to work on a day when negotiations are to be held will have their shifts re-scheduled (if necessary) so that their shift will commence at the scheduled time of the negotiations meeting on such days. The committee representative will then be paid their regular wage for the time spent at the meeting. At no time will a committee member be paid more than the normal number of hours for which they would have been entitled had their shift not been re-scheduled.
- 22.03 If a negotiations meeting adjourns prior to the end of the committee representative's regular or re-scheduled shift, in consultation with the Corporation's representative at the Bargaining Table the committee representative may be directed to do one of the following:
- a) continue to caucus with the Union to prepare for and or find a resolution to a potential bargaining impasse.

- b) return to work for the remainder of their shift and receive normal payment for the full duration of their shift for the day.
- c) not return to work and not be compensated by the Corporation for time not spent in direct negotiations.
- d) not return to work and be compensated by the Union for the remainder of their shift not worked.
- e) not return to work and have the number of hours not worked deducted from their accrued lieu or vacation time, provided enough time is banked to do so.

ARTICLE 23 – SENIORITY

- 23.01 The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority within the bargaining unit.
- 23.02 Seniority shall be on a bargaining unit wide basis. Employees shall establish seniority based on their date of hire into Parking Enforcement at the City of Mississauga.
- 23.03 Employees acquiring seniority on the same date shall be added to the seniority list showing status and classification in order of employee number.
- 23.04 No employee shall serve more than one probationary period within the bargaining unit.
- 23.05 A full-time employee who is hired from outside the bargaining unit shall be considered on probation and will not have any seniority standing with the Corporation until after completing six (6) months of continuous active employment (including training) as a full-time employee of Parking Enforcement. If a

probationary full-time 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 probation 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, upon completion of the probationary period, date back to the first date of the probationary period. Full-time employees hired from the part-time complement shall have no additional probationary period.

- 23.06 A part-time employee shall be considered on probation and will not have any seniority standing with the Corporation until after completing twelve (12) months of continuous active employment inclusive of training in Parking Enforcement. Seniority will, upon completion of the probationary period, date back to the first date of the probationary period. If a part-time probationary employee is absent from work for any reason during their twelve (12) month probationary period, or if the employee is unable to perform their full regular duties, the probationary employee's probation 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, upon completion of the probationary period, date back to the first date of the probationary period.
- 23.07 An employee may be released from the Corporation's service during their probationary period without recourse to the grievance procedure for concerns with job performance, and behavioral and technical competencies.

SENIORITY LIST

- 23.08 The Corporation will prepare a list of all Parking Enforcement Officer employees showing employees by date of hire in Parking

Enforcement and status being either part-time or full-time. This list will be posted every six (6) months and will be posted on the employee bulletin board in a common officer area no later than the first week of January and the first week of July of each year. This list will be forwarded to Bargaining Unit Representatives and the CUPE National Representative electronically at the same time. The list shall be considered as final and accurate unless signed representations are submitted and received by the manager or designate within one week from the date of posting on the bulletin board.

23.09 Seniority previously accumulated will be lost and employment will be terminated whenever an employee:

- a) resigns and does not rescind resignation within forty-eight (48) hours or is discharged.
- b) is absent for three (3) consecutive working days (or, in the case of a part-time employee, is absent for three (3) consecutive scheduled shifts) without providing an explanation that is satisfactory to the Corporation.
- c) is laid off for a period equal to the seniority they had at the time the layoff occurred but not exceeding twelve (12) consecutive months. In such an event, the Corporation will provide a neutral letter of reference to the employee and will provide any required payments.
- d) fails to report for work at the expiration of any leave of absence granted by the Corporation without an explanation that is satisfactory to the Corporation.
- e) fails to return to work within seven (7) calendar days after notice of recall has been sent out in accordance with Article 31. Upon written request from the employee, an extension of up to twenty-one (21) calendar days may be granted.

- f) is absent in excess of twenty-four (24) months due to accident or illness and becomes totally and permanently disabled.
- g) fails to report their absence from duties on three (3) separate occasions within a twelve (12) month period without an explanation that is satisfactory to the Corporation.

ARTICLE 24 – HOURS OF WORK

DEFINITIONS

- 24.01 “Full-time employees” means employees covered by the Collective Agreement who are regularly scheduled to work thirty-five (35) hours per week.
- 24.02 “Part-time employees” means employees covered by the Collective Agreement who may be regularly scheduled to work less than thirty-five (35) hours per week.
- 24.03 “Shift schedule” refers to the schedule that is posted every six (6) months in a calendar year for full-time employees and two (2) months in a calendar year for part-time employees.

FULL-TIME EMPLOYEES

- 24.04 The normal work schedule shall consist of seven (7) ten and one half (10 ½) hour shifts scheduled over a two-week period, for an average of thirty-five (35) hours per week. Each shift shall be ten and one half (10 ½) hours including a thirty (30) minute unpaid lunch period and two fifteen (15) minute paid rest periods.
- 24.05 Full-time employees shall choose their shifts from the shift schedule by seniority based on a 24/7 continuous operation. The shift schedule will provide the option of consistent start times.

- 24.06 The Corporation shall provide no less than 60 days' notice to employees of any changes to the schedule. Whenever changes are made to the schedule, employees will be given the chance to choose shifts by seniority as per Article 23.

PART-TIME EMPLOYEES

- 24.07 As a condition of employment, part-time employees shall provide their availability to work a minimum of two (2) ten and one half (10 ½) hour shifts per week and will be offered at least two (2) shifts per week and must work a minimum of one (1) shift per week. Each shift shall include one thirty (30) minute unpaid lunch period and two (2) fifteen minute paid rest periods.
- 24.08 Shifts shall be assigned by seniority to part-time employees for each shift schedule based on staff availability in a 24/7 continuous operation.
- 24.09 In the event that additional hours of work become available that the Corporation elects to fill, a call out will be made in order of seniority, beginning with part-time followed by full-time staff.
- 24.10 When conducting a call-out, management must attempt to leave a message to employees indicating the shift that they are being offered. The shift will be assigned to the first employee who confirms to work it.
- 24.11 A call-out sheet will be posted to a shared drive which will be accessible to all employees.

ARTICLE 25 – MEAL PERIODS

- 25.01 Employees will receive an unpaid one half (½) hour meal period for each shift to be taken after five (5) consecutive hours of work.

ARTICLE 26 – OVERTIME

- 26.01 Overtime hours for full-time staff must be pre-approved and shall be paid or banked as lieu time at the rate of one and one half (1½) in excess of seventy (70) hours in a two week period.
- 26.02 Overtime for part-time staff must be pre-approved and will be paid at the rate of time and one half (1½) for all time worked in excess of forty-four (44) hours per week.

ARTICLE 27 – LIEU TIME (Full-time Employees)

- 27.01 Lieu time is time taken off work with pay, in lieu of accepting overtime pay. An employee may bank a maximum of seventy (70) lieu time hours in any given calendar year. No lieu time may be carried over to the next calendar year except for hours worked on Christmas Day or Boxing Day. Any lieu time banked will be paid, at any time during the year, upon the request of the employee. Any request for exceptions to the payout and carry-over provisions must be provided in writing to the Director of Enforcement or designate.
- 27.02 Employees are required to request prior approval from their Supervisor or designate at least seventy-two (72) hours' in advance of when they intend to use their lieu time. Last minute requests will be given consideration by the Supervisor or designate.

ARTICLE 28 – SHIFT EXCHANGES

- 28.01 Full-time and part-time employees may request shift exchanges. Request for shift exchanges within a posted schedule must be submitted at least forty-eight (48) hours in advance of the shift, and must be approved by the Manager, or designate, and cannot result in increased cost to the Corporation. In the event of a shift exchange over a long weekend, requests must be submitted at

least seventy-two (72) hours in advance. The requirement of advance notice may be waived at the Corporation's discretion.

- 28.02 Part-time employees may drop a maximum of one (1) shift per two (2) month schedule with at least seventy-two (72) hours' notice but must maintain the requirement of working at least one (1) shift a week.

ARTICLE 29 – POSTING OF JOB VACANCIES

- 29.01 When the Corporation determines that there is a vacancy that it intends to post, it will be done in the following manner:

- 29.02 Full-Time Vacancies

When a vacancy occurs, the Corporation will post the position on the Union bulletin board and via the intranet, as outlined below:

The Corporation will post full-time vacancies internally to the bargaining unit for a minimum of seven (7) calendar days. All internal applicants must have completed their probationary period.

The senior candidate applying for the position as posted above will be awarded the job provided that their most recent semi-annual job performance evaluation is satisfactory to the Corporation.

If there are no internal applicants who have completed their probationary period or whose job performance evaluation is satisfactory to the Corporation, the Corporation may post the position externally at its discretion.

Part-time members on leave or in temporary positions outside the bargaining unit shall be considered as any other active part-time member for full-time positions.

A full-time temporary vacancy that is anticipated to be six (6) months or less will not be subject to the job posting procedure. Instead, the Corporation will do a single email call-out to all part-time employees and award the vacancy to the most senior part-time employee who has passed probation and received a satisfactory job performance. The Corporation will take reasonable steps (e.g. a phone call, text message, or email to a personal email address) to contact employees who are not on shift during the call-out period. If no suitable candidate is identified or accepts within forty-eight (48) hours, the Corporation may fill the vacancy at its discretion. The Union will be advised of the selection.

29.03 Part-Time Vacancies

Part-time vacancies shall be posted and filled at the Corporation's sole discretion.

ARTICLE 30 – WORK OUTSIDE OF THE BARGAINING UNIT

- 30.01 If an employee is temporarily transferred or accepts a temporary position outside of the bargaining unit with the Corporation, they shall retain their seniority within the bargaining unit for a period of up to twelve (12) months; or longer if mutually agreed by the parties.
- 30.02 During the duration of the temporary transfer or temporary position, the employee shall pay union dues in accordance with Article 7.
- 30.03 The employee shall have the right to return to their former position in the bargaining unit at any time during this period. Thereafter the employee's bargaining unit seniority will cease.

ARTICLE 31 – LAYOFF AND RECALL

- 31.01 In cases of reduction of the work force due to lack of work, employees will be laid off in reverse order of seniority, beginning with the part-time staff followed by the full-time staff. Seniority so exercised shall be on a bargaining unit wide basis.
- 31.02 Employees, excluding probationary employees, who have been laid off due to lack of work will retain their seniority and right of recall for a period equivalent to the employees' actual service within the bargaining unit up to a maximum of twelve (12) months.
- 31.03 Full-time employees who have completed their probationary period and are laid off due to lack of work will be recalled first in order of seniority to either full- time or part-time work should it become available. Such recall will be by registered letter to the last address recorded with the Corporation by the employee with a copy provided to the Union by e-mail.
- 31.04 Part-time employees who have completed their probationary period and are laid off due to lack of work will be recalled in order of seniority to part-time work only after the full-time employees have been recalled in accordance with Article 23. Such recall will be by registered letter to the last address recorded with the Corporation by the employee with a copy provided to the Union by e-mail.
- 31.05 Full-time employees who have accepted recall to part-time work shall have the further right to be recalled in order of seniority to full-time work if it becomes available within their recall period in accordance with Article 23.

ARTICLE 32 – PAID HOLIDAYS

- 32.01 Full-Time Employees

The following days will be recognized as holidays and will be paid for at the employee's regular rate of pay:

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

If the appropriate governmental authority provides an additional paid statutory holiday during the term of this agreement, these provisions will be amended to provide such a holiday.

Eligible full-time employees shall receive pay at their base rate for their normally scheduled daily hours for each paid holiday.

Full-time employees required to work on a Paid Holiday will be paid at the overtime rate of pay of time and a half (1½) in addition to being paid for the holiday or being given equivalent lieu time. Lieu time banks must not exceed seventy (70) hours at any given time.

In accordance with the *Employment Standards Act 2000*, as amended, in order to be eligible to receive payment for a holiday, an employee must work their last full shift immediately preceding and their first full scheduled shift immediately succeeding a holiday.

When any of the above holidays falls on Saturday or Sunday, an alternative day may be designated by the Corporation as the holiday in lieu of the holiday falling on Saturday or Sunday.

In lieu of Easter Monday and Remembrance Day, employees will be given two (2) paid Floater Holidays which must be used,

subject to prior approval by the Manager or designate, 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.

32.02 Part-Time Employees

The following days will be recognized as holidays and will be paid for in accordance with the *Employment Standards Act 2000*, as amended or any successor legislation:

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

If the appropriate governmental authority provides an additional paid statutory holiday during the term of this agreement, these provisions will be amended to provide such a holiday.

Part-time employees will receive statutory holiday pay in accordance with the *Employment Standards Act 2000*, as amended.

Part-time employees required to work on a Paid Holiday will be paid at the overtime rate of pay of time and a half (1 ½) in addition to receiving holiday pay.

When any of the above holidays falls on Saturday or Sunday, an alternative day may be designated by the Corporation as the holiday in lieu of the holiday falling on Saturday or Sunday.

ARTICLE 33 – VACATION

33.01 Full-Time Employees

Vacation credits shall accumulate based on the employee's years of 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.

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

Years Of Service	Vacation Credits (Hours Per Month)	Maximum Vacation Credits (Hours Per Year)
Upon Hire	8.75 hours	105 hours
After 7 years	11.67 hours	140 hours
After 15 years	14.58 hours	175 hours
After 22 years	17.50 hours	210 hours

A full-time employee leaving the Corporation is granted a full vacation credit for the last month of employment, when at least half ($\frac{1}{2}$) of the available working days between monthly vacation anniversary dates have been worked.

Half ($\frac{1}{2}$) a credit is granted if the employee works on at least one (1) day, but does not work at least one-half ($\frac{1}{2}$) of the available working days during the period.

Vacation, Jury Duty, Bereavement Leave and absence on approved WSIB during the twelve (12) month period following the date of accident, will not be considered as absence for purposes of this article.

Vacation credits do not accrue during a period of long-term disability.

Vacation credits not yet earned cannot be taken. All credits earned in one (1) calendar year must be used by December 31st of the following year, unless otherwise approved by the Manager or their designate. On December 31st of each year, any vacation credits in excess of those earned in the current calendar year will be forfeited by the employee, unless the Manager or their designate have approved a carry-over, in writing.

Accrual of vacation credits ceases when employees have exhausted their short-term disability income and at the employee's request are paid for all unused vacation credits.

Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination.

Vacation credits earned may be taken at any time when approved by the Manager or their designate. Employees must submit their vacation requests in advance of their vacation.

Vacation approvals will be granted in consideration of staffing levels as determined by management based on operational requirements.

Employees must plan their biannual vacation time and provide their Supervisor or designate with their vacation requests as outlined below.

Vacation Submission Deadline	Vacation Period
By August 15	October – March
By February 15	April – September

When there is a conflict with scheduling, vacation requests made by the deadlines above will be approved on a seniority basis. Any requests not submitted by the deadlines above will be

considered on a first-come, first-served basis. Employees must give forty-eight (48) hours' notice for vacation requests of a single day and five (5) working days' notice for requests of more than a day.

33.02 Part-Time Employees

Vacation pay will be calculated and paid to the employee in accordance with the *Employment Standards Act 2000*, as amended. Earnings will be paid to the employee on the final pay of the calendar year.

33.03 Payment of accumulated vacation earnings may be requested with at least four (4) weeks written notice.

ARTICLE 34 – ALTERNATIVE WORK ARRANGEMENTS (AWA) POLICY

34.01 The Alternative Work Arrangements (AWA) Program will be provided to employees as per the Corporation policy, #01-02-06, should such a policy be in force. This policy may be amended from time-to time at the Corporation's sole discretion.

ARTICLE 35 – EQUALIZED PAYROLL DEDUCTIONS (EPD DAYS) POLICY

35.01 The Equalized Payroll Deductions (EPD Days) Program will be provided to employees as per the Corporation policy, #01-06-07, should such a policy be in force. This policy may be amended from time-to time at the Corporation's sole discretion.

ARTICLE 36 – BEREAVEMENT LEAVE

36.01 A full-time employee will be allowed up to five (5) consecutive working days off with pay in the event of a death of their father, mother, spouse, or child to make arrangements for and/or to attend the funeral.

- 36.02 A full-time employee will be allowed up to three (3) consecutive working days off with pay in the event of a death of their sister, brother, mother-in-law or father-in-law and grandchild or grandparent to make arrangements for and/or to attend the funeral.
- 36.03 A full-time employee will be allowed one (1) working day off with pay in the event of the death of their son-in-law, daughter-in-law, sister-in-law, brother-in-law, to make arrangements for and/or to attend the funeral.
- 36.04 The Corporation may require proof of death and in any circumstance, only regular scheduled working time missed shall be paid for. Additional leave of absence, without pay, may be considered upon request to the Director of Enforcement.
- 36.05 Part-time employees are eligible for the above listed consecutive days of bereavement leave, however will be compensated according to their scheduled shifts.

ARTICLE 37 – JURY AND WITNESS DUTY LEAVE

- 37.01 In the event that an employee is called for jury duty or as a witness in any court, except as a witness on their own behalf, the Corporation shall pay the employee their regular pay for scheduled shifts, less any payment made by the court for lost wages. Payment for each day the employee is required to be absent from work, without loss of seniority, will be made provided that they:
- a) notify the Corporation immediately upon notification that they will be required to attend on jury or witness duty;
 - b) present proof of service to the Corporation requiring such attendance;

- c) present proof of payment received and promptly repay the amount (other than expenses paid to them) which they receive for such attendance;
 - d) when known in advance report to work at the beginning of the day when not required at court; and
 - e) contact the Supervisor for instruction whenever court proceedings adjourn early.
- 37.02 Any compensation from the court for travel, meals or other expenses remains the employee's.
- 37.03 Time spent by an employee required to serve as a court witness on any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 38 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 38.01 Pregnancy, Parental and Adoption Leave shall be granted in accordance with the *Employment Standards Act 2000*, as amended. Full-time employees on a Pregnancy or Parental leave of absence will have the option of purchasing all benefits received as a full-time employee for the duration of their leave.

ARTICLE 39 – MATERNITY SUPPLEMENTAL POLICY

- 39.01 A Maternity Supplemental Plan will be provided to full-time employees as per the non-union policy, should such a policy be in force. This policy may be amended from time-to-time at the Corporation's sole discretion.

ARTICLE 40 – MEDICAL LEAVE OF ABSENCE (Permanent Full-Time Employees)

- 40.01 Full-time employees whose STD pay ends and the employee has a pending or denied LTD or Workplace Safety and Insurance Act

(WSIA) claim and evidence that the claim/denial is being pursued/appealed will have their Corporation-paid benefits maintained for a maximum period of up to six (6) months, provided that the following conditions are met:

- a) the employee shall apply for a Medical Leave of Absence and shall submit medical documentation to the Corporation's Employee Health Services ("EHS") Division, supporting the Medical Leave of Absence;
- b) the employee shall actively pursue any application requirements and/or appeal routes available to them as a condition of continued benefit coverage;
- c) the employee shall cooperate with all requests by EHS for updated medical documentation, as necessary, during the Medical Leave of Absence;
- d) further, during the period where Corporation-paid benefits are maintained for a maximum period of six (6) months, the employee will be responsible for paying the monthly premiums for any Optional Life Insurance, Critical Illness, Health and Dental coverages, if applicable;

40.02 Any employee who is off work for medical reasons and does not comply with the conditions as outlined above shall be considered to be absent without approved leave and will have their Corporation-paid benefits discontinued.

40.03 Following the expiration of a Medical Leave of Absence, the employee shall have their Corporation-paid benefits discontinued, save and except if they are approved for a benefit or have returned to work.

ARTICLE 41 – PERSONAL LEAVE OF ABSENCE

- 41.01 The Corporation may grant a leave of absence without pay or loss of seniority for period not to exceed six (6) consecutive months provided that the employee requests it in writing at least fourteen (14) calendar days in advance of said leave. Such a request shall be submitted to the Manager or their designate and will be subject to approval by the Director of Enforcement. Personal leaves of absence are not intended for employees to pursue alternate employment.
- 41.02 If a full-time employee wishes to maintain benefit coverage during a personal leave of absence the employee must assume the full cost of available continued coverage for the duration of the leave. All benefits may be purchased for the duration of the leave of absence with the exception of LTD, Optional Life and AD&D which have limited purchase options as follows: LTD benefits may be purchased up to the end of the third (3rd) month of the leave, and Optional Life and AD&D benefits may be purchased up to the end of the six (6) month of the leave of absence.
- 41.03 OMERS coverage and payment for any period of a personal leave of absence will be determined in accordance with OMERS regulations and guidelines.

ARTICLE 42 – SICK LEAVE PLAN (Full-Time Employees)

42.01 Short Term Disability

All permanent full-time employees, after three (3) months of active continuous full-time service are eligible to receive the following benefits:

LENGTH OF SERVICE	FULL SALARY	75% OF SALARY
Less than 3 months	0 Weeks	0 Weeks
3 Months but less than 1 year	0 Weeks	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 or more	24 Weeks	0 Weeks

Benefits will be applicable for up to twenty-four (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.

Full salary benefits will be 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 (3) absences in a calendar year and from the fourth (4th) working day of disability for the fourth (4th) and subsequent absences lasting more than three (3) working days in duration.

Employees will be allowed six (6) "Incidental Illness" days per calendar year to provide income for illness of three (3) days or less. Illness days may be used by the employee for the purpose of their own medical/dental appointments, eligible procedures and tests. The Corporation 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 Corporation 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. In order to qualify for LTD coverage, the employee must apply within one (1) year from the date of disability and in accordance with the Master Policy.

Employees must notify their Manager or designate prior to the start of their regularly scheduled shift of the inability to attend work due to illness.

ARTICLE 43 – UNION LEAVE

- 43.01 Leave of absence with pay and without loss of seniority will be granted to elected union representatives to attend functions of the Union, provided that such leave does not exceed five (5) working days, and provided there is at least one (1) week's notice of such leave and the approval of the Director, or their appointed designate, has been granted. This leave shall apply to a maximum of fifteen (15) regular working days leave per calendar year. An additional five (5) days will be granted, upon request, where the wages are billed to the Union.

ARTICLE 44 – UNIFORMS

- 44.01 Each active employee shall receive an annual uniform clothing credit of up to three hundred (\$300) dollars to be used to obtain appropriate Corporation approved-logo clothing, as approved by the Supervisor or designate from the Corporation's supplier.
- 44.02 Each active full-time employee will be provided with one (1) winter parka once every three (3) years. Part-time employees will receive one (1) winter parka upon hire. At any time during the term of the Collective Agreement and at the discretion of the Supervisor or designate, an employee may be provided with a replacement winter parka in consideration of damage.
- 44.03 Each active employee will receive an annual safety boot reimbursement of two hundred (\$200) dollars.
- 44.04 If staff are required to obtain uniform measurements outside of working hours, they shall be compensated to a maximum of three (3) hours.
- 44.05 Each active employee will receive an annual outerwear cleaning allowance of fifteen (\$15) dollars.
- 44.06 Should an employee leave their employment for any reason, all Corporation issued clothing and equipment must be returned.
- 44.07 All allowances will be paid out as per Canada Revenue Agency (CRA) guidelines, as amended.

ARTICLE 45 – TUITION REIMBURSEMENT

- 45.01 Full-time employees may apply for reimbursement for eligible tuition expenses, in accordance with the non-union policy, should such a policy be in force. This policy may be amended from time-to-time at the Corporation's sole discretion.

ARTICLE 46 – BENEFITS

- 46.01 The Corporation shall make available to all active full-time employees the benefits provided to such non-union employees in accordance with the Master Insurance Policy that was in effect on April 1, 2021 and summarized in Schedule B only for ease of reference.
- 46.02 The Corporation agrees to make available to all active part-time, temporary and full-time contract employees, the benefits provided to such non-union employees in accordance with the Master Insurance Policy that was in effect on April 1, 2021 and summarized in Schedule C only for ease of reference.

ARTICLE 47 – WAGES

47.01 Full-Time Employees

Effective April 1, 2020, a 1.75% wage increase; retroactivity to April 1, 2020 will be applied.

Effective April 1, 2021, a 1.75% wage increase; retroactivity to April 1, 2021 will be applied.

Effective April 1, 2022, a 1.75% wage increase.

Year	Minimum	Maximum
2020	\$62,265	\$83,021
2021	\$63,355	\$84,474
2022	\$64,463	\$85,952

For the term of the collective agreement, full-time employees who have at least one (1) year of service on the above noted dates will progress through the range by an additional increase of 2% to the maximum of the range each year on April 1st.

Performance appraisals will be conducted.

47.02 Part-Time Employees

Effective April 1, 2020, a 1.75% wage increase; retroactivity to April 1, 2020 will be applied.

Effective April 1, 2021, a 1.75% wage increase; retroactivity to April 1, 2021 will be applied.

Effective April 1, 2022, a 1.75% wage increase.

Year	Minimum Hourly	Maximum Hourly
2020	\$34.21	\$45.62
2021	\$34.81	\$46.41
2022	\$35.42	\$47.23

For the term of the collective agreement, part-time employees who have at least one (1) year of service on the above noted dates will progress through the range by an additional increase of 2% to the maximum of the range each year on April 1st.

Performance appraisals will be conducted.

ARTICLE 48 – PRINTING OF THE COLLECTIVE AGREEMENT

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

ARTICLE 49 – DURATION

49.01 This Agreement shall remain in full force and effect from December 20, 2019 to March 31, 2023, and shall continue in force from year to year unless, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party furnishes the other with notice of termination or of proposed revision of this Agreement.

49.02 Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served, this Agreement and all its terms will continue in force until a new agreement is executed or until conciliation has been completed.

SIGNED at Mississauga, Ontario this 30th day of November 2021.

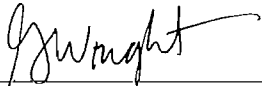
FOR THE CORPORATION:



Bonnie Crombie
Mayor



Diana Rusnov
Director, Legislative Services & City
Clerk



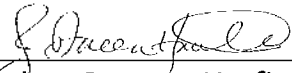
Geoff Wright
Commissioner, Transportation &
Works Department



Samuel Rogers
Director, Enforcement Division

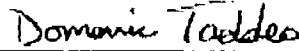


Lori Kelly
Director, Human Resources



Joshua Doreen-Harfield
Manager, Employee & Labour
Relations

FOR THE UNION:



Domenic Taddeo
President, CUPE Local 66



Ravindra Singh
Vice President, CUPE 66-03



Roberto Martinez
Bargaining Committee, CUPE 66-03



Marc Xuereb
CUPE National Representative

SCHEDULE B – BENEFITS (Full-Time Employees)

The Corporation shall continue the Schedule B plan for full-time employees only, with coverage subject to the various terms, restrictions and deductibles as outlined in the Master Insurance Policy, below summarized only for ease of reference.

Major Medical (100% City Paid)

Annual Deductible	\$25 single; \$50 family (Does not apply to Drugs, Hospital, or Out of Country coverage)
Prescription Drugs	<ul style="list-style-type: none">• Pay direct drug plan• 100% Generic (and single source¹); 80% Other• Prior authorization• \$8 dispensing fee cap• Max 5 dispensing fee reimbursements/ maintenance drug²/year
Vision Care	\$400/24 months and exam \$75/24 months (12 months for children)
Out of Country	\$3,000,000 lifetime max / 60 day max for emergency services
Hospital	Semi Private
Orthopaedic Shoes & Orthotics	Custom made; combined \$500/year
Psychologist/ Social Worker/ Psychotherapist	\$1,500/year max
Paramedical ³	\$50/visit combined; \$1,500/year max

¹ Single source drugs are Brand Name drugs that have no Generic equivalent

² Medications prescribed for chronic, long-term conditions and are taken on a

regular, recurring basis. Examples of chronic conditions that may require maintenance drugs: high blood pressure, high cholesterol, and diabetes

³ Paramedical includes Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Speech Therapist, Naturopath, Massage Therapist, Audiologist, Dietician, Acupuncturist, Osteopath

Dental (100% City Paid)

Annual Deductible	\$25 single; \$50 family (Does not apply to Basic)
Basic Services ¹	90% reimbursement ⁴
Major Services ²	50% reimbursement ⁴
Orthodontia Services ³	50% reimbursement ⁴ ; \$2,500 calendar year max; \$4,000 lifetime max. Coverage for dependent children only
Fee Guide	One year lag (updated January 1)
¹ Basic Services include: exams, x-rays, polishing, fluoride, fillings (restorations), root canals, removals ² Major Services include: restorations, surgical services, perio scaling, crowns, bridges, dentures ³ Orthodontia services include: orthodontic diagnostic, preventive services, and corrective services ⁴ Calendar Year Maximum of \$4,000 combined for basic and major services	

Personal Spending Account (P.S.A.)/Health Spending Account (H.S.A)

- 100% City Paid
- Employees can allocate \$500 between P.S.A. and H.S.A. each year
- \$500 is pro-rated according to number of months of employment and is automatically allocated to H.S.A in year of hire

- P.S.A. is a taxable benefit that can be used for expenses such as: Home Office, Fitness, Child Care, Health Related Services
- H.S.A. is a non-taxable benefit that can be used for all health and dental expenses approved by the Canada Revenue Agency

Basic Life Insurance (100% City Paid)

- 2x basic annual earnings, rounded to the next higher \$1,000 to a maximum of \$600,000

Accidental Death & Dismemberment Insurance (100% City Paid)

- 2x basic annual earnings, rounded to the next higher \$1,000 to a maximum of \$600,000

Optional Life Insurance (100% Employee Paid)

Participant	Coverage
Employee	Units of \$10,000 to a maximum of \$200,000
Spouse	Units of \$10,000 to a maximum of \$200,000
Child	Units of \$5,000 to a maximum of \$25,000

Optional Critical Illness Insurance (100% Employee Paid)

Participant	Coverage
Employee	Units of \$25,000 to a maximum of \$200,000
Spouse	Units of \$25,000 to a maximum of \$200,000
Child	Units of \$5,000 to a maximum of \$20,000

Short Term Disability (100% City Paid)

- 75% to 100% based on permanent full-time years of service and length of absence (maximum benefit period = 26 weeks)
- Taxable

Long Term Disability (100% Employee Paid)

- 60% of the first \$4,000 monthly earnings + 50% of the next \$4,000 monthly earnings + 40% of the remainder
- Non-taxable

Employee and Family Assistance Program (100% City Paid)

- 24/7 access to free/confidential services that include but are not limited to: physical health support, professional advice and career development, mental health and emotional support, stress management
- Visit workhealthlife.com for further details

RETIREE BENEFIT PLAN

Plan Overview

- Eligibility: permanent full-time employee immediately accepting an OMERS pension and joining the benefits plan within 31 days of the retirement date
- Life Insurance (Basic and Optional) terminates at age 65
- Health/Dental coverage terminates at the end of the month following age 65
- Premiums: 1/3 Retiree paid and 2/3 City paid (unless otherwise indicated)
- The following coverage terminates upon retirement: Out of Country Travel, Health Spending Account, Personal Spending Account, Critical Illness (Employee, Spouse, Child), Spouse Life and Child Life

Major Medical (80% Reimbursement)

Annual Deductible	\$25 single; \$50 family (Does not apply to Drugs and Hospital coverage)
Prescription Drugs	<ul style="list-style-type: none">• Pay direct drug plan• 100% Generic (and single source¹); 80% Other• Prior authorization• \$8 dispensing fee cap• Max 5 dispensing fee reimbursements/maintenance drug²/year

Vision Care	\$400/24 months and exam \$75/24 months (12 months for children)
Hospital	Semi Private (100% reimbursement)
Orthopaedic Shoes & Orthotics	Custom made; combined \$500/year
Psychologist	\$75/visit; \$1,000/year max (Physician's note required)
Paramedical ³	\$40/visit combined; \$1,000/year max
¹ Single source drugs are Brand Name drugs that have no Generic equivalent ² Medications prescribed for chronic, long-term conditions and are taken on a regular, recurring basis. Examples of chronic conditions that may require maintenance drugs: high blood pressure, high cholesterol, and diabetes ³ Paramedical includes Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Speech Therapist, Naturopath, Massage Therapist, Audiologist, Dietician, Acupuncturist, Osteopath	

Dental

Annual Deductible	\$25 single; \$50 family (Does not apply to Basic)
Basic Services ¹	80% reimbursement ⁴
Major Services ²	50% reimbursement ⁴
Orthodontia Services ³	50% reimbursement ⁴ ; \$2,500 calendar year max; \$4,000 lifetime max. Coverage for dependent children only
Fee Guide	One year lag (updated January 1)
¹ Basic Services include: exams, x-rays, polishing, fluoride, fillings (restorations), root canals, removals ² Major Services include: restorations, surgical services, perio scaling, crowns, bridges, dentures	

³ Orthodontia services include: orthodontic diagnostic, preventive services, and corrective services

⁴ Calendar Year Maximum of \$4,000 combined for basic and major services

Life Insurance

- \$10,000
- Taxable benefit; you will receive a T4A each year until coverage terminates

Optional Life Insurance

- 100% Retiree paid
- Units of \$10,000 to a maximum of \$50,000
- If you were not covered for Optional Life Insurance as an active employee, you must be approved for coverage through the Insurance Carrier

Employee and Family Assistance Program

- 100% City paid
- Coverage for one year following retirement or age 65, whichever is earlier.
- 24/7 access to free/confidential services; Visit workhealthlife.com for details

Post Age 65 Life

- 100% City paid
- Retirement on April 1, 2021 or later: \$5,000 upon attainment of age

65, provided you had 5 or more years of continuous service upon retirement.

- Retirement prior to April 1, 2021: \$2,000 Retiree Life upon attainment of age 65
- Taxable benefit; you will receive a T4A each year until coverage terminates

SCHEDULE C – BENEFITS (Part-Time, Temporary and Full-Time Contract Employees)

Health Spending Account

The Corporation will provide a Health Spending Account (HSA) for eligible, part-time, temporary, and full-time contract staff. The program will provide eligible employees with access to a \$1,200 HSA as well as the Employee and Family Assistance Program (EFAP) for a specified benefit year.

Eligibility Criteria is:

- 910 Hours worked in the qualifying period (August 1 to July 31)
- Long-term full-time contract: Scheduled to work a minimum of 1 year at full-time hours (2080 hours)
- Employees must be actively at work and must meet the qualifying criteria each year in order to receive the benefit

APPENDIX A – CHANGES TO BENEFITS PLAN

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

**THE CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 66-03
PARKING ENFORCEMENT OFFICERS**

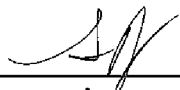
Re: Changes to Benefits Plan

The Parties agree that should the Corporation provide revisions to the Health and Life Insurance Benefit Plans for its non-union staff during the period of this contract, then the Corporation shall meet with the Union to provide the revisions to the plan and an opportunity to have the revised plan in its entirety granted to the members of this Union.

To review any proposed revisions to the Benefits Plan, as noted above, the Corporation will meet with the Union on April 1 of each year of the Collective Agreement.

AGREED TO BY:

FOR THE CORPORATION



Samuel Rogers
Director, Enforcement Division

FOR THE UNION



Domenic Taddeo
President, CUPE Local 66

20-10-2021

Date

APPENDIX B – MERGERS AND AMALGAMATIONS

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

**THE CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 66-03
PARKING ENFORCEMENT OFFICERS**

Re: Mergers and Amalgamations

The Parties agree that they share a mutual desire to keep each other informed in the event that the province considers the potential merger or amalgamation of the City of Mississauga with other municipalities. Both parties are committed to share information as it becomes available and discuss any potential impact to members of CUPE Local 66 at Labour Management meetings.

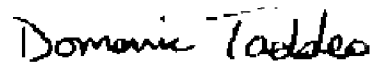
AGREED TO BY:

FOR THE CORPORATION



Samuel Rogers
Director, Enforcement Division

FOR THE UNION



Domenic Taddeo
President, CUPE Local 66

20-10-2021

Date

APPENDIX C – BANKED TIME FOR PRESIDENT OF CUPE LOCAL 66

LETTER OF AGREEMENT

between

THE CORPORATION of the CITY OF MISSISSAUGA

and

**THE CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 66-03
PARKING ENFORCEMENT OFFICERS**

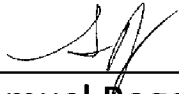
Re: Banked Time for President of CUPE Local 66

The parties agree that for the term of the collective agreement, an annual bank of fifty (50) total days will be established for the President of CUPE Local 66 to use when requested by the President to attend to Union business pertaining to CUPE 66 (WOM), 66-01 (Dispatchers Unit) and 66-02 (Animal Services) and 66-03 (Parking Enforcement). The bank will be administered by the Department from which the Union President works. Time taken from this bank, in either hours or days, will be reimbursed to the Corporation by the Union. It is understood and agreed that all leave from duty must be pre-approved by the Manager.

It is understood and agreed that this leave is separate and distinct from the Union leave permitted under clauses 14.02 (WOM), 32.01 (Dispatch) and 38.01 (Animal Services) 43.01 (Parking Enforcement). It is also separate and distinct from the Union Representation language clauses in articles 5.07 (WOM), 5.02 (Dispatch), 8.02 (Animal Services) and 12.01 (Parking Enforcement).

AGREED TO BY:

FOR THE CORPORATION

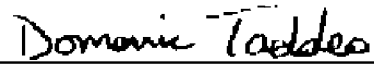


Samuel Rogers
Director, Enforcement Division

20-10-2021

Date

FOR THE UNION



Domenic Taddeo
President, CUPE Local 66

APPENDIX D – UNION WAIVER FORM

UNION WAIVER FORM

I fully understand this meeting/interview may involve discipline. With this knowledge, I _____,
(print name)

do not wish to have Union Representation at this particular meeting/interview.

Date _____ Employee Number _____

Supervisor Signature _____

Employee Signature _____