MEMORANDUM OF SETTLEMENT

Between:

THE CORPORATION OF THE CITY OF MISSISSAUGA

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

Monday May 27, 2024

The parties herein agree to these terms outlined below, as well as the signed-off items attached, as constituting full settlement of all matters in dispute and the undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals. The parties herein agree that the term of the Collective Agreement shall be from **April 1, 2023 to March 31, 2027.** The date of ratification will be the date that the Mayor and City Council ratify which is the date following the Unions ratification vote. Retroactive wage adjustments will be made within ninety (90) days and will only be extended to those bargaining unit employees who are active on payroll, retired, the estate of deceased members or those employees who have been approved and are in receipt of LTD during the term of the Collective Agreement. The Parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on March 31, 2023, and will incorporate the following amendments noted below and as attached:

Signed this 27th day of May, 2024, in the City of Mississauga at 4: 40000

For the Union	For the Corporation
Domenic Taddlo	Jelen Woehammer
El Per	H-pufferd
Ohn that	Sin the
	L
Lace	A vid

- 1. The Parties agree to a **four (4) year term** with wage adjustment increases for all classifications, to be applied to the schedule of rates as follows:
 - Effective and retroactive to April 1, 2023, 3% wage increase for all classifications.
 - Effective and retroactive to April 1, 2024, 3% wage increase for all classifications.
 - Effective April 1, 2025, 3% wage increase for all classifications.
 - Effective April 1, 2026, 3% wage increase for all classifications.
- 2. Effective the date of ratification and on April 1st, 2025 and April 1st, 2026, a special wage adjustment shall be applied to Inspector regular hourly rates of pay to ensure a 15% differential with the Senior Inspector regular hourly rate of pay.
- 3. Effective date of ratification and on April 1st 2025 and April 1st 2026, a special wage adjustment shall be applied to Motor Vehicle Technician (formerly: "Service Tech / Welder" and "WPI Mechanic) regular hourly rates of pay to achieve parity with ATU1572 Mechanics for the term of the collective agreement.
- 4. A HydroVac Operator classification will be added to the list of positions in article 25, and wage rates for this classification will be aligned with Traffic I and future WPI. The Corporation reserves the right to post vacancies accordingly.

5. ARTICLE 13 POSTING OF JOB VACANCIES AND BULLETIN BOARD

13.01 (b) Filling Job Vacancies (not Maintenance Contract Coordinators)

The senior employee applying for the position as posted who is qualified and has the most experience at the time will be given the job. If none of the applicants has the necessary qualifications and experience, the City will fill the position at its discretion. The City will consider the applications received on the basis of the appropriate section first and then the other sections before any outsiders are hired. Sections here shall be defined as being Works Operations, Technical Services, Fleet Services (formerly Service Centre) and Traffic.

(x) Filling Job Vacancies – Maintenance Contract Coordinators

While a hybrid work arrangement remains in place in accordance with article 25.XX, the following shall be applicable:

Maintenance Contract Coordinator positions shall be posted internally and externally simultaneously. In selecting a candidate to fill such posted vacancies the Corporation shall consider skills, ability, qualifications and experience. Where these factors are determined by the City to be relatively equal, then the seniority of internal candidates from within the bargaining unit shall be the determining factor.

6. ARTICLE 17 - HOSPITAL AND MEDICAL PLANS

The following benefits changes will be effective 90 days after ratification and will apply to retirees unless otherwise noted.

Appendix A and the Master Benefits Contract shall be updated to reflect the changes noted below for active employees.

- 17.01 The City shall continue in effect the following plans:
 - (a) Extended Health Benefit Plan including semi-private hospital insurance coverage and Emergency Travel Assistance under the master policy. This will include:

Vision Care, including **prescription eyeglasses**, prescription sunglasses **and laser eye surgery**, at \$450/24 months **two (2) calendar years** and eye exam reimbursement at \$75 \$90/2 years.

Hearing eare aids at six hundred (\$600) dollars in a 24 month period once every two (2) years per person.

Chiropractic Service Coverage at \$2,000/year (\$40 per visit).

Paramedical services will be provided at a \$50 per visit maximum, combined \$1,500 per year benefit maximum (subject to reasonable and customary cost maximums) for the following:

Physiotherapist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Speech Therapist, Naturopath, Massage Therapist, Audiologist, Dietician, Acupuncturist, Occupational Therapist

Psychologists \$60/visit \$2000 maximum

Mental Health coverage including no per visit max and combined annual max of \$3,000 for psychologist, Licenced/Registered Social Worker, and psychotherapist. Fees are subject to reasonable and customary charges.

(...)

NEW: Optional Employee Paid Critical Illness Insurance for active employees with the Following Coverage Amounts:

- 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

Amend optional employee paid life insurance for active employees with the following coverage amounts:

- 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
- 17.01 (d) A paid-up Life Insurance Policy of two-thousand dollars (\$2,000) five-thousand dollars (\$5,000) upon approved retirement and after five (5) years' continuous service with the City.
- 17.04 *The following will be made available to active employees and retirees:*A preventative care Dental Plan containing nine (9) month recall provision will pay benefits based on the 2019 2023 ODA, and will be improved during the duration of the collective agreement as follows:
 - Effective January 1, 2021 2025, benefits will be based on the 2020 2024 ODA fee schedule
 - Effective January 1, 2022 2026, benefits will be based on the 2021 2025 ODA fee schedule
- 17.06 Retirees Benefits Coverage

Memorandum Item Only:

Appendix A and the Master Benefits Contract will be updated to reflect the changes noted below:

Add new clause to existing language in 17.06 as follows:

Eligible employees who retire and elect for optional Retiree Benefits Coverage on or after [Date: 90 days from date of ratification] shall be enrolled in, and pay premiums aligned with the City Core Early Retirees Benefit plan that is in effect at the date of ratification and will receive any future plan changes that may occur during the term of the Collective Agreement. This provision does not apply to any employees who retired prior to [Date: 90 days from date of ratification] as they will remain on the CUPE 66 WOM Early Retirees Benefit plan outlined above.

7. ARTICLE 18 – PAID HOLIDAYS

18.01 The following days will be recognized as holidays and will be paid for at straight time rates:

New Year's Day Canada Day Victoria Day Remembrance Day Thanksgiving Day Good Friday

Family Day
Civic Holiday

(...)

In lieu of Easter Monday and Remembrance Day being recognized as holidays and paid at straight time rates, effective (date of ratification), all employees hired on or after September 1, 1999 will be given two (2) paid Floater Holidays which must be used prior to December 31 in the year in which they are granted save and except that any employee hired on or after November 12 will not be entitled to the two (2) Floating Holidays for that particular year only.

The parties agree to abide by the memorandum of agreement that was signed September 29, 2021 with respect to the continued observance of the National Day of Truth and Reconciliation.

8. ARTICLE 19 – VACATION WITH PAY

The following change will be effective 90 days from date of ratification:

Memorandum item only: in consideration of the following, grievance #23-06(W) shall be withdrawn.

- 19.02 Vacation credits accumulate on the following basis based on years of service.

 Effective January 1, 2025, vacation shall be prorated and advanced annually each January 1st:
- (a) during the first year of service .83 days per month to a maximum of ten (10) days (4% total pay)
- (b) after one year of service **upon hire** 1.25 1.67 days per month to a maximum of fifteen (15) **twenty** (20) days (6% total pay)
- (c) after nine seven years of service 1.67 2.08 days per month to a maximum of twenty (20) twenty-five (25) days (8% total pay)
- (d) after seventeen fourteen years of service 2.08 2.50 days per month to a maximum of twenty-five (25) thirty (30) days (10% total pay)
- (e) after twenty-four years of service 2.50 days per month to a maximum of thirty (30) days (12% total pay)
- 19.03 For the purpose of this Agreement, total pay shall mean total earnings of the employee received from the City in the calculation period but will not include any payment made by the City on behalf of any income replacement plan.
- 19.06 Vacation credits earned may be taken at any time approved by the Supervisor or designate. Vacation approvals will be granted in consideration of staffing levels as

determined by management and as required to accommodate the workload of each operational Unit. In order to ensure continuity of operations, employees must plan their annual vacation time and provide their Supervisor/Manager with their vacation schedule by March 31st for vacation requests to the end of September, and by September 30th for vacation requests up to March 31st of the next year subject to clause 19.07 and employees having the available banked credits. Employees must use their vacation credits to meet the minimum Employment Standards Act (ESA) requirements annually.

19.09 Pay in lieu of vacation may not be granted in order to ensure that employees receive adequate time away from work. Under special circumstances, approval for payment may be given by the department head, in conjunction with the Director of Human Resources.

Employees who have exhausted their short-term disability income, are paid for all unused vacation credits. Accrual of vacation credits ceases at this point.

Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination. Upon termination of employment, overdrawn vacation is subject to recovery from an employee's final pay.

9. ARTICLE 20 – CLOTHING

- 20.02 (c) Each active permanent full-time **employee**, **with the exception of Fleet**Services, Works Operation Signs and Pavement Marking (formerly "Traffic")

 employee shall receive an annual clothing credit of up to three hundred dollars

 (\$300) one hundred and fifty dollars (\$150) to be used to obtain appropriate

 City approved-logo clothing, as approved by the Director or designate, from the

 City's supplier.
 - (d) Each active permanent full-time Technical Services employee shall receive an annual clothing credit of up to three hundred dollars (\$300) to be used to obtain appropriate City approved-logo clothing, as approved by the Director or designate, from the City's supplier or as part of the City's clothing order from the City's supplier.
 - (e) Effective December 9, 2020 Eeach active full time CUPE employee, will receive an annual safety boot allowance of two hundred dollars (\$200).
 - (g) Effective December 9, 2020 (insert ratification date) each permanent full-time employee, will receive a one-time allowance per contract of \$130.00 dollars to be used to purchase Insulated Winter safety work boots, or insulators for safety boots.
 - (h) Effective December 9, 2020 Eeach permanent full-time Fleet Services (formerly Service Centre) employee will receive an annual safety boot allowance

of two hundred and fifty dollars (\$250) to purchase oil/gas resistant safety boots. Receipts must be provided to receive the annual reimbursement.

10. ARTICLE 22 – INCLEMENT WEATHER

Works Operation and Traffic Section to work outside during inclement weather, the City will provide personal protective equipment (PPE) (including high visibility safety clothing) and waterproof wearing apparel for employees consisting of at least rubber coats, hats and rubber boots. Any replacements must be approved by the Management. Inclement weather includes, but is not limited to, low light conditions.

11. ARTICLE 25 – WAGE SCHEDULES

Memorandum Item Only:

The parties agree to add reference Maintenance Contract Coordinators to the pay schedules under the Works Maintenance section.

The job titles of "Service Tech / Welder" and "WPI – Mechanic" shall change to "Motor Vehicle Technician" as it is currently used by Skilled Trades Ontario.

Effective the date of ratification, the City will:

- a) eliminate the 6 month rate for the Traffic I job classification;
- b) introduce a probationary rate for the Traffic IV job classification based upon the current wage rate noted below.

These rates will be adjusted to apply the agreed upon economic increases.

	Start	6 months
Traffic I	\$32.10	
Sign Maker		
Traffic IV	\$25.53	\$28.42
Assistant		

- 25.01 (a) The total number of hours on duty (including driving time) is not to exceed fourteen (14) hours in any twenty-four (24) hour period. However, following any period of work fourteen (14) hours in any twenty-four (24) hour period, employees must be off work for an eight (8) consecutive hour rest period prior to reporting back to work. Should the eight (8) hour rest period extend into the employees next shift, the employee will be paid the portion of the rest period which extends into the employee's next scheduled shift at the normal rate of pay to a maximum of eight (8) hours.
- 25.01 (b) Employees will be permitted, on a voluntary basis, to drive Corporation vehicles for up to sixteen (16) consecutive hours, as needed, when the

Corporation declare a Hours of Service Exemption (HOSE). At all other times, Article 25.01 (a) shall apply.

Should the Corporation declare an end to a HOSE while there are still hours remaining on an employee's sixteen (16) hour voluntary overtime shift, the employee will only be paid for the hours worked.

Should the required eight (8) hour rest period following an employee's sixteen (16) hour shift during a HOSE declaration overlap any portion of the employee's next regularly scheduled shift, the employee will be paid the portion of the rest period which extends into the employee's next regularly scheduled shift at the normal rate of pay to a maximum of eight (8) hours.

The following replaces 25.02, 25.03 and 25.04:

ARTICLE 25.02 – HOURS OF WORK

	REGULAR WORK	HOUR	S OF WORK
SECTION	WEEK AND WORK	MAY 1 ST TO	NOVEMBER 1 ST TO
	DAY	OCTOBER 31 ST	APRIL 30 TH
Fleet	Monday to Friday	1 st Shift/Days	1 st Shift/Days
Services	inclusive, 8 hours daily,	7:00 am to 3:30 pm	7:30 am to 4:00 pm
	with one half $(1/2)$ hour		
	for unpaid meal period	2 nd Shift/Afternoons	2 nd Shift/Afternoons
		3:30 pm to 12:00 am	3:30 pm to 12:00 am
Technical	Monday to Friday	7:00 am to 3:30 pm	7:30 am to 4:00 pm
Services	inclusive, 8 hours daily,		
(including	with one half (1/2) hour		
Survey and	for unpaid meal period		
Inspection			
Section)		4 of C1 10 /D	Let at to m
Traffic	Monday to Friday	1 st Shift/Days	1 st Shift/Days
Services	inclusive, 8 hours daily, with one half (1/2) hour	7:00 am to 3:30 pm	7:00 am to 3:30 pm
	for unpaid meal period	2 nd Shift/Afternoons	2 nd Shift/Afternoons
		3:30 pm to 12:00 am	3:30 pm to 12:00 am
Works	Monday to Friday	7:00 am to 3:30 pm	7:30 am to 4:00 pm
Maintenance	inclusive, 8 hours daily,		
	with one half (1/2) hour		
	for unpaid meal period		
Works	Monday to Friday	1 st Shift/Days	1 st Shift/Days
Operations	inclusive, 8 hours daily, with one half (1/2) hour	7:00 am to 3:30 pm	7:30 am to 4:00 pm
	for unpaid meal period	2 nd Shift/Afternoons	2 nd Shift/Afternoons

	3:30 pm to 12:00 am	3:30 pm to 12:00 am

- (a) For Works Operations, Traffic and Fleet, the meal periods shall normally be from 11:30am to noon for day shifts, and 7:00pm to 7:30pm for afternoon shifts.
- (b) All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of the shift.
- (c) For Works Operations, Traffic and Fleet:

 The City may, with consultation at a Union/Management meeting, specifically held for the purpose of establishing terms of new shifts, confirmed in writing, establish shift hours other than those set out above. It is understood that such shifts would be established on the basis of eight (8) hours daily, for a five (5) day week, Monday to Friday inclusive. No shifts will be established under this section unless the workload indicates there is work for a period of two (2) weeks. If the Union is not satisfied with the consultation, it may, within seven (7) days of the Union/Management meeting, request a meeting, specifically held for the purpose of establishing the terms of new shifts, with the Director and Commissioner.

For the Technical Services Section and Works Maintenance:

The City may, with consultation at a Union/Management meeting, specifically held for the purpose of establishing terms of new shifts confirmed in writing, alter the starting times specified in the table in (a), (b) above by up to one-half (½) hour in either direction. Where starting times are altered, the other times specified in the table (a), (b) above will be correspondingly altered. If the Union is not satisfied with the consultation process set out above, it may, within seven (7) days of the Union Management meeting request a meeting, specifically held for the purpose of establishing the terms of new shifts, with the Director and Commissioner

- (d) The Maintenance Contract Coordinators may have a hybrid work arrangement, to work remotely up to two (2) days a week, subject to City policy and operational requirements.
- (e) After sixteen (16) hours of work in a 24 hour period employees must have 8 consecutive hours of rest prior to reporting for their scheduled work.
- (f) The City agrees to maintain, in any agreements with third party contractors governing the performance of such work, a requirement that they must provide the same rest period to their employees.

25.04 Deleted

The following will be implemented 90 days from date of ratification:

25.08 The City will appoint lead hands as per the below and/or where they consider supervision is necessary. Lead Hands will be paid two four dollars (\$2-\$4) per hour more than their existing rate while acting in a Lead Hand capacity. The job

of Lead Hand will not be subject to job posting. Employees who are interested in such Temporary Positions may identify themselves to their supervisor in order to be eligible for such an appointment. The Lead Hand appointed will be the senior employee on a crew who has identified themselves as interested in the Lead Hand position and successfully complete any required Lead Hand training as per OHSA.

25.10 If the City requires overtime work, employees will co-operate with the City and overtime rates of time and one-half (1 ½) will be paid for all authorized time worked outside of the regular daily scheduled shift hours, save and except Sunday, which shall be paid at double (x2) the employee's regular hourly rate for all time worked.

Employees may bank unlimited overtime worked as lieu time at the rate earned during each calendar year. Employees can bank a maximum of two-hundred (200) hours from May 1st to December 31st and however; all such time must be reduced to not more than two-hundred (200) hours by April 30th eighty (80) December 31st of each year. All banked overtime must be reduced to not more than eighty (80) hours in total by December 1st of each year.

An employee required to work on a Paid Holiday or day celebrated in lieu thereof, will be paid at the overtime rate of pay in addition to payment for the holiday.

Memorandum Item Only: Grievance 22-10(W) and 22-11(W) are withdrawn. The following will be implemented 90 days from date of ratification:

25.12 The shift premium will be one dollar and five cents (\$1.05) Employees working a regularly scheduled afternoon or overnight shift will receive a two dollar (\$2) an hour premium for such hours. Hours worked outside of a regularly scheduled shift remain eligible for overtime but will not be eligible for this shift premium.

FOR TECHNICAL SERVICES and WORKS MAINTENANCE, in the event the City decides to establish shifts, the hours of work for each shift will be discussed with the Union Executive or the Labour/Management committee prior to any such shifts being established.

The following will be implemented 90 days from date of ratification:

25.16 Mechanic Crew Leader

A premium of two dollars and seventy five cents (\$2.75) four dollars (\$4) per hour will be paid to the Lead Service Technician/Welder appointed by the Supervisor. This premium replaces the current crew leader premium.

25.18 Administration of the Call Out List

Memorandum Item Only: within 6 months of ratification, the parties agree to meet to review and modernize the call out procedure and a process to deal with missed call outs.

12. ARTICLE 26 – DURATION

26.01 This Agreement shall continue in effect from and including the 1st day of April, 2019 2023 to and including the 31st day of March, 2023 2027, and from year to year thereafter, unless either party gives notice to the other party of its desire to negotiate amendments, or to terminate the Agreement. Notice by either party that it wishes to negotiate amendments or terminate the Agreement may only be given during a period of not less than thirty (30) days and not more than ninety (90) days prior to the 31st day of March, 2023 2027, or any succeeding anniversary date of this Agreement.

13. APPENDIX A - HEALTH AND LIFE BENEFITS

The parties agree to update the appendix to align with any changes with article 17

- 14. APPENDIX C LACK OF WORK (RENEW)
- 15. APPENDIX F BEREAVEMENT LEAVE (RENEW)
- 16. APPENDIX I GUIDELINES FOR LEAD HAND PAY

 (\ldots)

MATRIX: EXAMPLES WHERE 1 PERSON GETS PAID LEAD HAND PREMIUM ACTIVITY	NUMBER IN CREW INCLUDING CREW LEADER	ESTIMATED NUMBER OF VEHICLES
Asphalt repair	3 or more	Could be several vehicles and pieces of equipment
C/B Manhole Repairs, Concrete Repair, Forming Repair and Forming Preparation	3 or more	Could be several vehicles and pieces of equipment
C/B painting	3 or more	1 or more vehicles
Clothing issue	1 or more	Special project
Coring	2 or more	1 vehicle and equipment
Culvert thawing	2 or more	1 vehicle and equipment
Ditching and culvert installation	3 or more	1 or more vehicles
Emergency response(special project)	2 or more	1 or more vehicles
Feeding sidewalk equipment	3 or more	1 or more vehicles
Guard Guiderail maintenance	2 or more	1 vehicle and equipment
Headwall repair	2 or more	1 or more vehicles
Hoisting/boom truck	2 or more	1 or more vehicles
HydroVac Trailer	2 or more	1 or more vehicles

Inlets/outlets	2 or more	1 or more vehicles
Inventory of various types	1 or more	Special project
Leaf pick up with vacuum machine	2 3 or more	1 or more vehicles or equipment
Loader/ Operator (Yard)	1 or more	1 vehicle
Monitoring paint contractor	1 or more	1 vehicle
Night patrol	1 or more	1 vehicle
Painting crew	2 or more	1 vehicle and equipment
Program preparation	1 or more	Special project
Shoulder maintenance	2 or more	1 or more vehicles
Sidewalk grinding	2 or more	1 vehicle and equipment
Snow removal	2 or more	1 or more vehicles
Sod crew	2 or more	1 or more vehicles
Special traffic control project	2 or more	1 or more vehicles
Training of employees	1 or more	Special project
Walkway and spring cleaning	2 or more	1 or more vehicles
Litter Pick up	2 or more	1 or more vehicles
Sign Maker and Assistant	1 or more	N/A

17. APPENDIX J – MERGERS AND AMALGAMATIONS (AMEND)

The parties agree to replace the appendix with the following amendment:

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. The Employer shall notify the Union in writing as soon as reasonably possible upon becoming aware of the decision to proceed with a significant restructuring. Following such notification, the Employer and the Union agree to convene a meeting to discuss the potential impacts of the significant restructuring on the Union's members within the Works Operations and Maintenance division. In instances of significant restructuring, CUPE Local 66 will endeavor to work with the Employer to have affected Employees' interests considered through the process of significant restructuring. The Union acknowledges that this agreement does not guarantee specific outcomes.

18. APPENDIX L – UNION WAIVER FORM

The parties agree to the following amendment:

I fully understand this	meeting/interview may involve result in discipline.	With this
knowledge, I	, (print name) do not wish to have Union	
Representation at this	particular meeting/interview.	

19. NEW APPENDIX M – CALL OUT LIST PROCEDURE

Memorandum Item Only: Within 6 months from date of ratification, the parties agree to jointly review and update the following memo with the current procedure.

The parties agree to include the memo relating to the procedure of calling out employees that was issued on November 6, 1991 and updated on November 26, 1997.

The Corporation reserves the right to add to, amend, delete and/or modify these proposals as it deems necessary during negotiations.

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 7 – CHECK-OFF OF UNION DUES:

7.04 (a) The Corporation shall provide, to the Union President, a list of all full time and temporary employees every six (6) months twice a year in January and July. This list will include the addresses and telephone numbers of the listed employees.

(...)

For the Union

For the Employer

Date: September 29, 2023

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to renew the following appendices:

APPENDIX D - PRESCRIPTION SAFETY LENSES

APPENDIX E - TRAINING AND CERTIFICATION

APPENDIX K - BANKED TIME FOR PRESIDENT OF CUPE LOCAL 66

Cartwell

For the Union

For the Employer

Date: September 29, 2023

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 9 – COMPLAINTS AND GRIEVANCES:

9.02 When a permanent employee is suspended or discharged, notification of such action shall be given to the Union and sent to the employee in writing or by electronic mail by registered mail within two (2) working days of the suspension or discharge. Should an extension to the time limit be required it will be granted upon request.

For the Union

For the Employer

Date: September 29, 2023

air Cantuell

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following administrative changes:

Gender Neutral Language

The parties agree to amend the language in the Collective Agreement to ensure gender neutral pronouns are used throughout.

Fleet Services

The parties agree to amend the language throughout the Collective Agreement from "Service Centre" to "Fleet Services" and delete references of "formerly Service Centre" for correctness.

For the Union

For the Employer

Date: September 29, 2023

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 21 – SAFETY AND FIRST AID:

- 21.01 First-Aid kits will be supplied by the City and kept in places easily accessible to all employees.

 Employees shall be required to report injuries to their supervisor immediately and the supervisor with the assistance of the employee will fill out the 301 form electronically prior to the end of their shift.
- 21.02 The parties agree to abide by the current guidelines Terms of Reference for the Structure and Function of Joint Health and Safety Committee: Works Operations and Maintenance, Traffic Management and Municipal Parking Division, as amended for the structure and function of the Joint Occupational Health and Safety Committee.

For the Union

For the Employer

Date: November 6, 2023

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 2 – RECOGNITION:

2.01 The City recognizes the Union as the sole collective bargaining agent for all employees of its Engineering and Works Division, save and except Section Heads and Foreman/woman Foreperson, persons above the rank of Section Head and Foreman/woman Foreperson, office staff, and students hired for the school vacation periods.

For the Union

For the Employer

Date: November 6, 2023

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 15 – LEAVE FOR ILLNESS:

15.10 When an employee hired on or before August 26, 1982 and covered by the provisions of Articles 15.01 to 15.09 exhausts their bank of sick leave credits, they may apply to receive Short-Term Disability benefits from the City. In order to receive such benefits, the employee must provide satisfactory medical documentation to the City, confirming their inability to perform work, due to illness or injury. The benefits payable under this program will be equal to seventy-five percent (75%) of the employee's normal weekly wage, up to a maximum of the Employment Insurance Commission's current Sick Benefit weekly maximum amount.

Benefits will be payable after no more than a fourteen (14) day unpaid waiting period and will not exceed fifteen (15) weeks in total. When an employee is receiving benefits under this plan, they shall not accumulate further sick leave credits.

For the Union

For the Employer

Mail Cantucel

Date: November 6, 2023

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 5 – UNION REPRESENTATION:

5.02 The union shall further have the right to select a total of not more than eight (8) ten (10) stewards including the Chief Lead Steward, two (2) from Technical Services, four (4) from the Works Operations Section, one (1) from Works and Fleet Services (formerly Service Centre), one (1) from Works Maintenance, and one (1) from the Traffic Section. There shall also be a minimum of one (1) steward for any new yard where employees under the terms of this agreement regularly work.

For the Union

For the Employer

Date: November 9, 2023

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 25 – WAGE SCHEDULES:

- 25.06 When a Labourer is required to operate a tenant sweeper, rubber tire roller, bombardier, tractors for sidewalk sweeping and sidewalk snow plowing, salting, sanding and grass cutting, they will be paid as a Works Person IV while operating such machines.
- 25.07 In view of Mechanic/Welders being required to supply tools, the City agrees to pay up to one thousand and fifty dollars (\$1,050) annually.
- 25.08 The City will appoint lead hands as per the Matrix in Appendix I and/or where they consider supervision is necessary. Lead Hands will be paid two dollars (\$2) per hour more than their existing rate while acting in a Lead Hand capacity. The job of Lead Hand will not be subject to job posting. Employees who are interested in such Temporary Positions may identify themselves to their Supervisor in order to be eligible for such an appointment. The Lead Hand appointed will be the senior employee on a crew who has identified themselves as interested in the Lead Hand position and successfully complete any required Lead Hand training as per OHSA.

The parties recognize the Union is holding on their monetary proposals with respect to 25.08.

For the Union

For the Employer

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following amendment and renewal to APPENDIX G – OUT OF SCHEDULE SHIFTS:

This letter will confirm the understanding of the parties concerning the staffing of Out of Schedule Shifts.

When any shift is established outside of the hours of work set out in 25.03 25.02, the shifts shall be staffed as follows:

- 1. by volunteers in order of seniority
- 2. in reverse order of seniority

Any premiums applicable under the Collective Agreement will be paid to any employee working an Out of Schedule shift.

For the Union

For the Employer

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 13 – POSTING OF JOB VACANCIES AND BULLETIN BOARDS:

13.01 Job Postings

(b) Filling Job Vacancies

(...)

The senior employee applying for the position as posted who is qualified and has the most experience at the time will be given the job. If none of the applicants has the necessary qualifications and experience, the City will fill the position at its discretion. The City will consider the applications received on the basis of the appropriate section first and then the other sections before any outsiders are hired. Sections here shall be defined as being Works Operations, Technical Services, Fleet Services (formerly Service Centre) **Works Maintenance**, and Traffic.

(...)

For the Union

For the Employer

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 11 – ARBITRATION:

- 11.01 Any arbitration proceedings shall be in accordance with The Labour Relations Act of the Province of Ontario.
- 11.02 An Arbitration Board Arbitrator shall not be authorized to render any decision inconsistent with the terms of the Agreement, nor shall the said Board Arbitrator be authorized to alter, add to or amend any of the clauses contained herein.
- 11.03 The decision of the arbitrator or the 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.

For the Union

For the Employer

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 8 – COMPLAINTS AND GRIEVANCES:

8.01 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. Complaints and grievances shall be dealt with in the following manner. All grievances must be in writing (Step 1 excepted), and filed within ten (10) working days of the alleged grievance.

Step 1

If an employee has a complaint, they shall, with or without their steward, take the matter up orally with their Supervisor. The Supervisor or designate will give their answer to the complaint within seven (7) working days after it has been brought to their attention. For the purpose of this clause, Supervisor shall include Area Supervisor, Traffic Maintenance Supervisor, Fleet Services (formerly Service Centre) Supervisor and Technical Services Supervisor or designate.

Step 2

If the reply of the Supervisor or designate is not satisfactory, the complaint shall be stated in writing as a grievance and shall, within five (5) working days after the Supervisor has given their answer, be submitted by the employee and a steward to the Section Manager **or designate**. Within three (3) working days after receipt, the Section Manager **or designate** will commence discussion with the employee and their steward, and will give their reply, in writing, within a further seven (7) working days. For the purpose of this clause, Section Manager shall include Manager Works Maintenance & Operations, Manager Engineering Technical Services, Manager Traffic Engineering and Operations and Manager Fleet Services (formerly Service Centre).

Step 3

If the reply of the Section Manager or designate is not satisfactory, the grievance may, within five (5) working days, be referred to the Director of Engineering and Works or designate or the Director of Transportation and Engineering Planning or designate, and such other representative as may be chosen to represent the City, will meet with the Union Committee to discuss the grievance within seven (7) working days after it has been referred to this step. At this meeting, a full-time representative of the Union may be present if their presence is requested by either

party. A written reply to the grievance will be given within seven (7) working days after the meeting has been held.

8.04 (a) Group Grievance

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. 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 **1** and the Union shall assign a grievor to represent the group. The union will reserve the right to add the names of other grievors as they become known until the grievance has been resolved.

For the Union

For the Employer

Date: February 6, 2024

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 12 – SENIORITY:

12.03 Full-Time Employees

Separate seniority lists showing the names and seniority dates of all full time employees will be prepared by the City. These lists will be sent to the Union President and Secretary twice a year in the first week of January and first week of July. Such list(s) shall be considered as final and accurate unless representations, dated and signed, are received by the Director of Human Resources or designate within six (6) weeks from the date the list is received by the Union President and Secretary.

Temporary Employees

The Corporation will provide the Union with a list of all temporary employees who pay union dues. This listing will be provided to the Union twice a year in the first week of January and first week of July which reflects employees on staff as of June 30th and January 1st.

In the event temporary employees from the bargaining unit were hired on the same day into a permanent position, the temporary employee from the bargaining unit with the lowest employee number will be deemed to have higher seniority.

For the Union

For the Employer

Date: February 6, 2024

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 24.01 – TEMPORARY EMPLOYEES, TRANSFERS, PROMOTIONS:

The following provision will be effective January 1, 2025

24.01 (...)

Vacation pay will be paid to temporary employees in accordance with the Employment Standards Act on a bi-weekly basis.

The parties agree to the following changes to ARTICLE 25.03 – WAGE SCHEDULE:

25.03 FOR THE WORKS OPERATIONS, TRAFFIC AND FLEET SERVICES (FORMERLY SERVICE CENTRE)

SECTIONS, the City may, with consultation at a Union/Management meeting, specifically held for the purpose of establishing terms of new shifts, confirmed in writing, establish shift hours other than those set out above. It is understood that such shifts would be established on the basis of eight (8) hours daily, for a five (5) day week, Monday to Friday inclusive. No shifts will be established under this section unless the work load indicates there is work for a period of two (2) weeks. If the Union is not satisfied with the consultation, it may, within seven (7) days of the Union/Management meeting, request a meeting, specifically held for the purpose of establishing the terms of new shifts, with the Director and Commissioner.

FOR THE TECHNICAL SERVICES SECTIONS AND WORKS MAINTENANCE, the City may, with consultation at a Union/Management meeting, specifically held for the purpose of establishing terms of new shifts confirmed in writing, alter the starting times specified in (a), (b) above by up to one-half (½) hour in either direction. Where starting times are altered, the other times specified in (a), (b) above will be correspondingly altered. If the Union is not satisfied with the consultation process set out above, it may, within seven (7) days of the Union Management meeting request a meeting, specifically held for the purpose of establishing the terms of new shifts, with the Director and Commissioner.

The parties agree to renew APPENDIX B - WINTER WORKS SUPERVISION

nonic Taddeo

For the Union

For the Employer

Date: February 23, 2024

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 25.05 – WAGE SCHEDULES:

25.05 The City may hire the number of apprentices to correspond with the number of journeyman mechanics, who will be paid the following percentage of the rate paid to Mechanic/Welders:

1st period of apprenticeship 65% 75%

2nd period of apprenticeship 70% 80%

3rd period of apprenticeship 80% 85%

4th period of apprenticeship 85% 90%

5th period of apprenticeship 90% 95%

Once the test is written and

officially have the licence 100%

When an apprentice has to attend school as part of their training, the City shall pay the apprentice in accordance with Appendix I H of this Collective Agreement. Normal deductions will be made from this allowance.

The parties agree to the following amendment to APPENDIX H – APPRENTICESHIP PROGRAM FOR MECHANICS:

The requirements for the position will be posted and the qualifications will be outlined in a job description. An apprentice's seniority shall begin in the mechanic's classification from the date of the Ministry accepting their registration as an Apprentice. If the employee is returned to their former classification due to an inability to complete the program, the employee will be returned with full seniority as though they had not left the former classification.

Notwithstanding the above, in the event that an existing member of the bargaining unit has been the successful applicant for an apprenticeship vacancy, and fails to progress past their start period to the next period in the program the City will return the employee to their former classification.

The rate of wages to be paid the apprentice(s) who have been appointed from outside the bargaining unit shall be as follows:

- a) 1st period of apprenticeship; 65% 75% of the mechanic/welder's rate
- b) 2nd period of apprenticeship; 70% 80% of the mechanic/welder's rate
- c) 3rd period of apprenticeship; 80% 85% of the mechanic/welder's rate
- d) 4th period of apprenticeship; 85% 90% of the mechanic/welder's rate
- e) 5th period of apprenticeship; 90% 95% of the mechanic/welder's rate
- f) Once the test is written and officially have the licence; 100%

In every instance, the rate of wages to be paid to the apprentice(s) who have been appointed from within the bargaining unit shall be maintained at their current rate until such time as they achieve the progress to the corresponding level of the program. They shall also receive a mileage allowance of forty five (\$0.45) cents per kilometre seventy (\$0.70) cents for first 5000 kilometres, then sixty-four (\$0.64) cents after that to attend school as required for their certification.

An employee shall not progress to the next pay level until they have successfully completed both practical and academic components of the preceding period.

When an apprentice has to attend school as part of their training, the City shall pay the apprentice their normal rates while attending the course. Normal deductions will be made from this allowance. Should the Apprentice not successfully complete the course requirements or who may choose to leave the company during such Apprenticeship, will be responsible for reimbursing the full cost of both the tuition fees and wages for the course(s) attended.

1st year apprentice	Full cost of wages while attending course and cost of course
2nd year apprentice	Full cost of wages while attending course and cost of course
3rd year apprentice	Full cost of wages while attending last two (2) courses and
	the cost of the last course
4th year apprentice	Full cost of wages while attending last two (2) courses and
	the cost of the last course
5th year apprentice	Full cost of wages while attending last two (2) courses and
	the cost of the last course

While in the apprenticeship program, apprentices shall not be permitted to apply for job postings. Once qualified, should the Mechanic voluntarily leave the City reimbursement of costs will be as follows:

Within one (1) year of certification	50% of all costs associated with wages and course tuition fees
	while attending all academic sessions
Within two (2) years of certification	30% of all costs associated with wages and course tuition fees
	while attending all academic sessions

Within three (3) years of certification

 $10\%\ of\ all\ costs$ associated with wages and course tuition fees

while attending all academic sessions

Within four (4) years of certification

5% of all costs associated with wages and course tuition fees

while attending all academic sessions

An apprentice's tool allowance shall be paid in full as per Article 25 of the Collective Agreement. An apprentice, who resigns employment with the City during the year, will either return the tools purchased in that year or the allowance received for that years' entitlement.

For the Union

For the Employer

Date: April 18, 2024

SIGN OFF SHEET

COLLECTIVE BARGAINING

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 66

&

THE CORPORATION OF THE CITY OF MISSISSAUGA

This sign-off sheet represents an agreement reached between the Corporation of the City of Mississauga and the Union with respect to amending the Collective Agreement.

The parties agree to the following changes to ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 (a) An permanent or temporary employee will be allowed five (5) days off with pay, in the event of a death of their father, mother parent or person in loco parentis, spouse or child to make arrangements for and to attend the funeral. One extra day may be allowed with pay by the Department Head for travelling purposes to and from the funeral.
 - (b) An permanent or temporary employee will be allowed three (3) days off with pay in the event of a death of their, sister, brother, mother in law or father in law parent-in-law, grandparent or grandchild, to make arrangements for and to attend the funeral. One extra day may be allowed with pay by the Department Head for travelling purposes to and from the funeral.
 - (c) An permanent or temporary employee will be allowed one (1) day off with pay in the event of the death of their son-in-law, their daughter-in-law, sister-in-law, brother-in-law, their grandparent or a grandchild, to make arrangements for and to attend the funeral.
 - (d) The City may require proof of death and in any circumstance, only regular working time missed shall be paid for. Additional leave of absence, without pay, will be granted upon approval by the Department Head.

For the Union

For the Employer

Date: April 19, 2024