

MEMORANDUM OF SETTLEMENT

B E T W E E N :

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as "the Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101

(hereinafter referred to as "the Union")

WHEREAS the parties met to negotiate a renewal of the collective agreement which expired on December 31, 2014 ("Expired Collective Agreement");

AND WHEREAS the Expired Collective Agreement remained in operation until 11:59 p.m. on May 22, 2015;

AND WHEREAS the Union commenced a lawful strike on May 23, 2015;

AND WHEREAS the parties wish to resolve all outstanding issues between the parties and agree to a procedure for the orderly return to work of striking bargaining unit employees;

NOW THEREFORE the parties agree as follows:

1. The undersigned representatives of the parties hereby accept and agree to unanimously recommend the following settlement of a renewal collective agreement and procedure for return to work to their respective principals for ratification. Final acceptance of the Memorandum of Settlement is subject

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to a majority vote in the affirmative by the membership of the Union and the elected Council of The Corporation of the City of London.

2. The parties agree that the renewal collective agreement ("New Collective Agreement") shall include the amendments set out in Appendix "A" attached hereto and all other terms and conditions of the previous collective agreement which expired December 31, 2014 ("Expired Collective Agreement), save and except as amended, deleted from or added to by virtue of this Memorandum of Settlement.
3. Following ratification of this Memorandum of Settlement, the parties will use their best efforts to prepare the New Collective Agreement for execution no later than December 31, 2015.
4. Any proposals not specifically referenced in this Memorandum of Settlement and Appendix "A" hereto shall be deemed withdrawn/abandoned, save and except "Notices" issued by the parties during the course of bargaining, copies of which are attached as Appendix 'B' hereto.
5. The New Collective Agreement, including all of its terms, unless otherwise expressly provided for in this Memorandum of Settlement, shall come into effect the date this Memorandum of Settlement is ratified by both parties' respective principals ("Date of Ratification"). Subject to paragraph 6 herein, all adjustments to compensation, including benefits, are prospective in nature and shall become effective thirty (30) calendar days from the Date of Ratification unless otherwise expressly provided for in this Memorandum of Settlement. The term of the New Collective Agreement will be from the Date of Ratification to December 31, 2018.
6. a) Employees will be entitled to the 1 % general wage increase, retroactive to January 1, 2015. This retroactive wage adjustment will be calculated based on all hours paid since January 1, 2015.

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- b) Such retroactivity shall be paid to current employees by direct deposit within ninety (90) calendar days of the Date of Ratification.
- c) Payments to former employees whose employment was terminated since January 1, 2015 will be sent to their last address on file with the Corporation. The Corporation shall have no further obligation with respect to retroactive payments to such former employees in the event payment sent to their last address on file is returned to the Corporation.

7.

- a) The following agreed upon amendments to Article 8.2(a) of the New Collective Agreement shall become effective January 1, 2016.

Applicants will be considered on the basis of the following factors: education, training, work experience, ability and appraisal of past performance. In the event that two (2) or more applicants are relatively equal with respect to all of these factors, seniority shall govern.

The Corporation will notify the Union if the most senior applicant will not be appointed to any such vacancy.

- b) The parties agree that prior to January 1, 2016 applicants for posted vacancies will be selected on the following basis:

Applicants will be considered in accordance with their seniority as defined in Article 6.1 (a) of this Agreement and seniority will govern in making the appointment, provided the senior employee possesses the necessary skill, ability and qualifications to perform the duties involved.

- c) For the purposes of administering Article 8.2(a) as amended, which amendments take effect on January 1, 2016 as per paragraph 7(a) above, the Corporation's consideration of applicants' appraisals of past performance will be limited to appraisals of past performance that occur after the Date of Ratification, save and except that the Corporation may consider any and all records of discipline whether issued before or after the Date of Ratification.

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8. (a) The agreed upon amendments regarding Articles 10.1(a), 10.2(a), 10.2(b), 10.4, 10.5, 10.6, 10.11, 10.12, Former PUC – Article 13 – Hours of Work, Letter of Understanding re Shift Utilities Communications Coordinator, and the agreed upon amendment to paragraph 9 of the Letter of Understanding re Flexible Work Schedule Program and Compensatory Time Guidelines of the New Collective Agreement shall become effective March 1, 2016.
- (b) The parties agree that prior to March 1, 2016, Articles 10.1(a), 10.2(a), 10.2(b), 10.4, 10.5, 10.6, 10.11, 10.12, Former PUC Article 13 – Hours of Work, Letter of Understanding re Shift Utilities Communications Coordinator, and Letter of Understanding re Flexible Work Schedule Program and Compensatory Time Guidelines will read as per Appendix "C" (attached).

9. Evening Premium

For the period March 1, 2016 to and including December 31, 2018, an employee who is required to work between the hours of 6 p.m. and 8 p.m., Monday to Friday, shall be paid in addition to their normal rate of pay an evening premium of one dollar (\$1.00) for each regular hour worked between the hours of 6 p.m. and 8 p.m., Monday to Friday, but not for absence from work by reason of illness. No employee shall receive both evening premium and shift premium or both evening premium and overtime for the same hours worked.

It is expressly agreed and understood that the evening premium will be discontinued on December 31, 2018 and no further evening premium will be payable after that date.

10. The Corporation shall recall the striking employees back to work on their next regularly scheduled shift that occurs on or after the second working day

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following the Date of Ratification ("Date of Recall"). The striking employees shall be returned to the location and position they held at 11:59 pm on May 22, 2015.

11. Unless on a pre-approved absence, employees must report for work within seventy-two (72) hours of the Date of Recall. Notwithstanding the above, employees who provide written reasons to Pat Foto, Manager, Employee and Client Relations (via email at pfoto@london.ca) for not returning to work that are acceptable to the Corporation and received by the Corporation within the seventy-two (72) hour period from the Date of Recall shall be given up to a maximum of an additional seventy-two (72) hours in which to return to work at the Corporation. Failure to report to work in accordance with the above will constitute "just cause" to terminate the employee's employment.
12. Employees on approved leaves of absence, vacation, or sick leave shall return to work at the date such leave, vacation, or sick leave ends, as the case may be, in compliance with the New Collective Agreement.
13. Subject to paragraph 14, striking employees will return to work with no loss of seniority by virtue of their absence during the strike and time spent by employees on strike will not constitute a break in service with the Corporation. Striking employees will not accrue vacation and/or sick leave credits during the period of the strike. All vacation time that was previously approved shall be honoured subject to available balances and the provisions of the New Collective Agreement. The period of the strike shall not constitute time worked or elapsed time for any purpose under the New Collective Agreement, including but not limited to for the purposes of probationary periods, trial periods, unpaid disciplinary suspensions, the first thirty (30) weeks of employment for temporary employees, or the deeming of a non-permanent position to be permanent under Article 23. Temporary assignments will be extended for a period equal to the period of the strike.

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14. Subject to all applicable legislation and regulations and OMERS requirements, the strike period shall be deemed a period of broken service for OMERS pension purposes. Employees may have the option of purchasing back the employer and employee portions of OMERS service at the employees' sole expense within the allotted times prescribed by OMERS and pursuant to OMERS requirements and applicable legislation and regulations. Employees may purchase the OMERS service through payroll deductions.
15. As employees with pre-scheduled vacation during the strike were paid vacation pay during the applicable pay period, both the vacation pay and the corresponding vacation time have been deducted from the employees' vacation bank entitlement.
16. Any compensatory hours and time off in lieu of overtime hours that existed prior to the strike period will continue to exist on the Date of Recall.
17. The parties mutually undertake and agree that there will be no discrimination, intimidation, interference, restraint, coercion, recrimination, retribution, reprisal or action of any kind taken whatsoever by either of them or their respective officers, agents, or members in respect of any person in the employ of the Corporation, whether covered by the New Collective Agreement or not, because of such person's participation or non-participation in the strike or his/her strike-related activity and any employee contravening this paragraph shall be subject to discipline up to and including discharge.

Without limiting the generality of the application and meaning of the preceding paragraph, the Corporation agrees that it will not take any corrective action or disciplinary action, including discharge, with respect to any employee and the Union agrees that it will not take any disciplinary

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action including fines, sanctions, suspension, or expulsion with respect to any employee and/or member of the Union.

18. Following ratification of this Memorandum of Settlement by both parties' principals, both parties shall terminate, on a without costs basis, any and all legal proceedings commenced against the other or any of their respective principals, councillors, officers, employees, members, representatives or agents, including any civil proceedings, applications, grievances and/or arbitrations arising out of or relating to collective bargaining and/or the strike and any and all matters in any way related thereto.
19. The parties hereby relinquish any right to litigate or otherwise pursue claims or actions of any kind whatsoever against the other or their respective principals, councillors, officers, members, employees, representatives and/or agents, in relation to any matter in any way arising from or relating to collective bargaining and/or the strike and any and all matters related thereto in any forum, including any civil proceedings, applications, grievances and/or arbitrations arising out of or relating to collective bargaining and/or the strike and any and all matters related thereto.
20. It is expressly agreed that the time limits for the filing of any grievance or any steps of the grievance procedure are not abridged by virtue of the strike.
21. All picketing activity shall cease on the Date of Ratification. The Union also acknowledges that it will clean up the picket lines of any and all debris caused by or as a result of the picketing within 48 hours of the Date of Ratification.
22. Pursuant to Article 18 of the New Collective Agreement the parties agree that in order to facilitate an orderly transition of work to returning members of the bargaining unit, management employees will continue to perform some duties typically performed by members of the bargaining unit for a

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period of up to three (3) weeks from the Date of Recall, it being understood that no bargaining unit member will be deprived of continued employment as a result during this period. This paragraph shall be without prejudice or precedent to the rights of either party under Article 18 of the collective agreement and/or the New Collective Agreement.

23. Upon conclusion of the strike and upon seventy-two (72) hours of written notification by the Union, the Corporation will release employees who are members of the Union on Special Union leave to use for the windup of issues related to the strike. The maximum amount of leave for all named employees will be a total of up to forty-one (41) days collectively as outlined below:

For a period of 7 working days following the Date of Recall the Union may assign strike related duties as follows:

- Steve Holland to a maximum of 3 days
- Brian Shimla to a maximum of 3 days
- Phil Vivyurka to a maximum of 3 days
- Tracey Otter to a maximum of 4 days
- Adam Brightling to a maximum of 4 days

For a period from the Date of Recall to September 30/15 the Union may assign strike related duties as follows:

- Brenda Canduro to a maximum of 7 days
- Tracy Skufca to a maximum of 7 days
- Anna Marie Apau to a maximum of 5 days
- Theresa Loucks to a maximum of 5 days

The Special Union leave will be without pay, but without loss of service, seniority or benefits.

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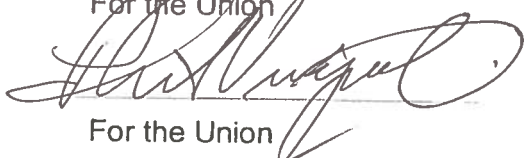
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24. The parties herein agree that this Memorandum of Settlement is enforceable by either party as if it were part of the applicable collective agreement and that to the extent that this Memorandum of Settlement conflicts with the New Collective Agreement, the Memorandum of Settlement shall take precedence over the New Collective Agreement.

DATED at London, Ontario this 19th day of July, 2015.



For the Union



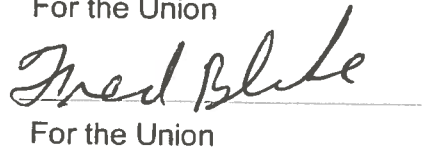
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APPENDIX "A"

1. JOB EVALUATION

Amendments to the Job Evaluation Manual, Article 9.5 and a new Letter of Understanding as outlined below.

Job Evaluation Manual

This booklet forms part of the Collective Agreement between CUPE, Local 101 and the Corporation of the City of London. This booklet provides the complete understanding between the Parties with respect to the topics herein addressed.

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NOTE: RE: FORMS: All Job Evaluation blank forms and copies of Local 101 Job Descriptions are available through either of the Chairpersons in either hard copy or on-line format.

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JOB EVALUATION (continued)

1. Job Evaluation Procedures

Part A Corporation Initiated Requests for Evaluation - New Positions

1. If the Corporation determines that there is a need to establish a new job, and it has been determined by agreement of the Parties or by the Ontario Labour Relations Board that the job will be part of the CUPE Local 101 Bargaining Unit, ~~the respective General Manager or designate~~ **Human Resources** shall prepare a job description in accordance with the applicable policies, and forward this with a completed Job Analysis Questionnaire to the Joint Job Evaluation Committee (JJEC).
2. The JJEC will review the material provided in accordance with the applicable Terms of Reference and any Policies which the Committee adopts. The JJEC will proceed to attempt to reach a majority decision with respect to the evaluation of the job.
3. If the JJEC reaches a majority decision concerning the evaluation of the new job, **Human Resources**, ~~the respective General Manager or designate~~ will be so advised, and ~~the General Manager~~ **the Corporation** may then proceed to post the Job Description.
4. If a majority decision is not reached concerning the evaluation of the job, **the Management and Union Chairpersons will jointly notify the Corporation and the Union in writing within two (2) working days thereafter of the factor(s) upon which the JJEC was unable to reach a majority decision and the Corporation may proceed to post the Job Description at the Salary level determined by the Corporation to be appropriate. Thereafter, either Party may submit the matter-factor(s) of the evaluation of the job upon which the JJEC was unable to reach a majority decision to the Joint Job Evaluation Dispute Resolution Committee ("JJEDRC")** ~~Arbitration under the relevant provisions of the main body of the Collective Agreement,~~ **within and not after, five (5) working days from receipt of the aforesaid written notice.**
5. **If the JJEDRC reaches a majority decision concerning the evaluation of the job and the Salary level is thus revised, and if an employee has been appointed to the job in the intervening time, any required pay adjustments shall be made effective the first Monday following the date of the meeting at which the JJEDRC reached a majority decision, in accordance with Article 9.5(b) of the main Collective Agreement.**
6. **If a majority decision is not reached concerning the evaluation of the job, the JJEDRC will notify the Corporation and the Union in writing within two (2) working days thereafter of the factor(s) of the evaluation upon which the JJEDRC was unable to reach a majority decision and thereafter either party may refer those factor(s) to arbitration, within and not after, ten (10) working days from receipt of the aforesaid written notice.**

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JOB EVALUATION (continued)

7. ~~By mutual agreement of the Parties or, that failing,~~ Upon receipt of any Arbitration award arising from step 4 ~~6~~ above, the Corporation shall amend the Job Evaluation Factor Ratings and consequent Salary level as required by the award. If the Salary level is thus revised, and if an employee has been appointed to the job in the intervening time, any required pay adjustments shall be made ~~retroactively to the date of appointment,~~ **to the later of:**
- **the date the incumbent(s) was appointed to the job, or**
 - **the Monday following the meeting at which the JJEDRC determined it was unable to reach a majority decision concerning the evaluation of the job as per Step 6 above.**

In either event, any period of retroactive pay adjustment resulting from an Arbitration Award shall be limited to a maximum of six (6) months in total regardless of when the Arbitration Award is issued. The required pay adjustments shall be made in accordance with Article 9.5(b) of the main Collective Agreement.

8. Within 12 months, but not earlier than 6 months following the **completion of the evaluation (whether by the JJEC, JJEDRC or pursuant to an Arbitration Award arising from step 7 above)**, the Committee shall review the new Job Description with ~~the respective General Manager~~ **Human Resources** ~~or designate,~~ and the incumbent, to determine whether the information contained in the Job Description and Job Analysis form as initially reviewed by the JJEC require revision. In the event that the incumbent is performing duties outside of the Job Description as initially provided, ~~the General Manager or designate~~ **the Corporation** shall either modify the Job Description or require that the incumbent work within the existing Job Description. The Committee may revise the Job Evaluation based on any new information which comes to its attention, and in the event that any such re-evaluation results in a revision in the salary level, the incumbent's salary shall be adjusted in accordance with Article 9.5 (b) of the main Collective Agreement **effective from the first Monday following the date of the meeting at which the JJEC reaches a majority decision on the re-evaluation, in accordance with Article 9.5(b) of the main Collective Agreement.**
9. All notices of results shall be provided by Human Resources Division within two **(2) working** days of the review. If in the event that either the direct Manager and/or the incumbent(s) wish to discuss the results in person, they may do so upon notification to either Co-chair, at which time a meeting shall be scheduled with representatives of the Evaluation Committee.

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JOB EVALUATION (continued)

Part B Corporation Initiated Requests for Re-evaluation - Revised Positions

1. If the Corporation determines that there has been, or should be, a change in the duties or responsibilities of a position, as described in an existing Job Description, ~~the respective General Manager or designate~~ **Human Resources** shall prepare a revised Job Description and Job Analysis Questionnaire. It is understood that any incumbents in the affected job(s) will be afforded the opportunity to comment upon the Job Description/ Job Analysis Questionnaire prior to these documents coming forward to the JJEC.
2. The JJEC will review the material provided in accordance with the applicable Terms of Reference and any policies which the Committee adopts. The JJEC will determine whether a substantial change in the job affecting the Skill and Knowledge required, and/or Responsibility, and/or Effort Required, and/or Working Conditions of the job, has occurred. In the event that a majority of the Committee agrees that a substantial change as aforementioned has occurred, the JJEC will proceed to attempt to reach a majority decision with respect to the evaluation of the job.
3. **In the event that the JJEC does not reach a majority decision on whether there has been a substantial change in the job, either party may, within and not after, two (2) working days, refer the issue of substantial change to the JJEDRC.**
4. **In the event a majority of the JJEDRC agrees that a substantial change as aforementioned has occurred, the job will be referred back to the JJEC to attempt to reach a majority decision with respect to the evaluation of the job.**
5. **In the event the JJEDRC does not reach a majority decision on whether there has been a substantial change in the job, the JJEDRC will notify the Corporation and the Union in writing within two (2) working days thereafter that the JJEDRC was unable to reach a majority decision regarding substantial change and thereafter either party may refer the matter of substantial change to arbitration under the relevant provisions of the Collective Agreement, within and not after, ten (10) working days from receipt of the aforesaid written notice. In the event that an Arbitration Award finds a substantial change, the job will be referred back to the JJEC to attempt to reach a majority decision with respect to the evaluation of the job. In the event that an Arbitration Award finds no substantial change, no further action will be required.**
6. If the JJEC reaches a majority decision concerning the evaluation of the new job, the incumbent(s) and ~~respective General Manager or designate~~ **Human Resources** will be so informed. In the event that the Salary level changes as a result, changes to the incumbent(s)' rate of pay will be implemented on the first Monday following ~~the evaluation~~ **the date of the meeting at which the JJEC**

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reaches a majority decision on the evaluation, in accordance with Article 9.5(b) of the main Collective Agreement.

7. If a majority decision is not reached concerning the evaluation of the job, **the Management and Union Chairpersons will jointly notify the Corporation and the Union in writing within two (2) working days thereafter of the factor(s) upon which the JJEC was unable to reach a majority decision and the Corporation may proceed to implement the changes to the Job Description at the Salary level determined by the Corporation to be appropriate. Thereafter, either Party may submit the matter factor(s) of the evaluation of the job upon which the JJEC was unable to reach a majority decision to the JJEDRC Arbitration under the relevant provisions of the main body of the Collective Agreement, within and not after, five (5) working days after receipt of the aforesaid written notice.**

8. **If the JJEDRC reaches a majority decision concerning the evaluation of the job and the Salary level is thus revised, any required pay adjustments shall be made effective the first Monday following the date of the meeting at which the JJEDRC reached a majority decision, in accordance with Article 9.5(b) of the main Collective Agreement.**

9. **If a majority decision is not reached concerning the evaluation of the job, the JJEDRC will notify the Corporation and the Union in writing within two (2) working days thereafter of the remaining factor(s) of the evaluation upon which the JJEDRC was unable to reach a majority decision and thereafter either party may refer those factor(s) to arbitration under the relevant provisions of the Collective Agreement, within and not after, ten (10) working days from receipt of the aforesaid written notice.**

10. ~~By mutual agreement of the Parties or, that failing, Upon receipt of any Arbitration award arising from step 6 9 above, the Corporation shall amend the Job Evaluation Factor Ratings and consequent Salary level as required by the award. If the Salary level is thus revised, any required pay adjustments shall be made retroactively for all incumbents to the first Monday, after the original JJEC meeting date, or the appointment date of the incumbent whichever is later to the later of:~~
 - **the date the incumbent(s) was appointed to the job, or**
 - **the Monday following the meeting at which the JJEDRC determined it was unable to reach a majority decision concerning the evaluation of the job as per Step 9 above.**

In either event, any period of retroactive pay adjustment resulting from an Arbitration Award shall be limited to a maximum of six (6) months in total regardless of when the Arbitration Award is issued. The required pay adjustments shall be made in accordance with Article 9.5(b) of the main Collective Agreement.

11. In the event that there was no incumbent in the job at the time that the job was brought forward to the JJEC, within 12 months, but not earlier than 6 months following the **completion of the evaluation (whether by the JJEC, JJEDRC or pursuant to an Arbitration award arising under step 10 above), the**

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Committee shall review the revised Job Description with ~~the respective General Manager, or designate~~ **Human Resources** and incumbent(s) subsequently appointed, to determine whether the information contained in the Job Description and Job Analysis form as initially reviewed by the JJEC requires revision. In the event that the incumbent is performing duties outside of the Job Description as initially provided, ~~the General Manager or designate~~ **the Corporation** shall either modify the Job Description or require that the incumbent work within the existing Job Description. The Committee may revise the Job Evaluation based on any new information which comes to its attention, and in the event that any such re-evaluation results in a revision in the salary level, the incumbent's salary shall be adjusted in accordance with Article 9.5 (b) of the main Collective Agreement **effective from the first Monday following the date of the meeting at which the JJEC reaches a majority decision on the re-evaluation.**

12. All notices of results shall be provided by Human Resources Division within two **(2) working** days of the review. If in the event that either the direct Manager and/or the incumbent(s) wish to discuss the results in person, they may do so upon notification to either Co-chair, at which time a meeting shall be scheduled with representatives of the Evaluation Committee.

Part C Employee Initiated Requests for Re-evaluation - Existing Positions

1. In the event that an employee feels that a substantial change to the job has occurred which will impact on the Skill and Knowledge Required, and/or Responsibility, and/or Effort Required, and/or Working Conditions, the employee may request a re-evaluation of his job(s). The employee shall complete a Job Analysis Questionnaire. ~~It is understood that The employee's immediate management supervisor will be provided~~ **will provide Human Resources** with a copy of the completed Job Analysis Questionnaire prior to this coming before the JJEC.

2. The JJEC will review the material provided in accordance with the applicable Terms of Reference and any policies which the Committee adopts. The JJEC will determine whether a substantial change in the job affecting the Skill and Knowledge Required, and/or Responsibility, and/or Effort Required, and/or Working Conditions of the job, has occurred. In the event that a majority of the ~~Committee~~ JJEC agrees that a substantial change as aforementioned has occurred or **in the event that a majority of the JJEDRC agrees that a substantial change as aforementioned has occurred or in the event that an Arbitration Award finds that a substantial change has occurred, the JJEC will confirm:**
 - A. **if Management intends that the work, forming the basis of the substantial change as found by the JJEC, be performed; or**

 - B. **If Management does not intend that the work forming the basis of the substantial change as found by the JJEC be performed, the incumbent(s) shall be directed by Management to discontinue that**

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work and no further steps shall be taken by the JJEC with respect to the evaluation of the job.

3. In the event that the JJEC does not reach a majority decision on whether there has been a substantial change in the job, either party may, within and not after, two (2) working days, refer the issue of substantial change to the JJEDRC.
4. In the event a majority of the JJEDRC agrees that substantial change(s) as aforementioned has occurred, the job will be referred back to the JJEC to complete the process outlined in paragraph 2 above.
5. In the event the JJEDRC does not reach a majority decision on whether there has been a substantial change in the job, the JJEDRC will notify the Corporation and the Union in writing within two (2) working days thereafter that the JJEDRC was unable to reach a majority decision regarding substantial change and thereafter either party may refer the matter of substantial change to arbitration under the relevant provisions of the Collective Agreement, within and not after, ten (10) working days from receipt of the aforesaid written notice. In the event that the Arbitration Award finds a substantial change, the job will be referred back to the JJEC to complete the process outlined in paragraph 2 above.
6. If the JJEC reaches a majority decision concerning the evaluation of the new job, the incumbent(s) and **Human Resources** ~~respective General Manager or designate~~ will be so informed. In the event that the Salary level changes as a result, changes to the incumbent(s)' rate of pay will be implemented on the first Monday following the **meeting at which the JJEC reaches a majority decision on the evaluation**, in accordance with Article 9.5(b) of the main Collective Agreement.
7. If a majority decision is not reached concerning the evaluation of the job, **the Management and Union Chairpersons shall jointly notify the Corporation and the Union in writing within two (2) working days thereafter** and the Corporation may proceed to implement the changes to the Job Description at the Salary level determined by the Corporation to be appropriate. Thereafter, either Party may submit the ~~matter~~ **factor(s)** of the evaluation of the job **upon which the JJEC was unable to reach a majority decision to the JJEDRC** ~~Arbitration under the relevant provisions of the main body of the Collective Agreement~~ **within and not after, five (5) working days from the date of receipt of the aforesaid written notice.**
8. If the JJEDRC reaches a majority decision concerning the evaluation of the job and the Salary level is thus revised, any required pay adjustments shall be made effective the first Monday following the date of the meeting at which the JJEDRC reached a majority decision, in accordance with Article 9.5(b) of the main Collective Agreement.

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9. If a majority decision is not reached concerning the evaluation of the job, the JJEDRC will notify the Corporation and the Union in writing within two (2) working days thereafter of the factor(s) of the evaluation upon which the JJEDRC was unable to reach a majority decision and thereafter either party may refer those factor(s) to arbitration under the relevant provisions of the main body of the Collective Agreement, within and not after, ten (10) working days from receipt of the aforesaid written notice.

10. ~~By mutual agreement of the Parties or, that failing,~~ Upon receipt of any Arbitration award arising from step 6 9 above, the Corporation shall amend the Job Evaluation Factor Ratings and consequent Salary level as required by the award. If the Salary level is thus revised, any required pay adjustments shall be made **retroactively** for all incumbents to the first Monday, ~~after the original JJEC meeting date, or the appointment date of the incumbent, whichever is later to the later of:~~

- the date the incumbent(s) was appointed to the job, or
- the Monday following the meeting at which the JJEDRC determined it was unable to reach a majority decision concerning the evaluation of the job as per Step 9 above.

In either event, any period of retroactive pay adjustment resulting from an Arbitration Award shall be limited to a maximum of six (6) months in total regardless of when the Arbitration Award is issued. The required pay adjustments shall be made in accordance with Article 9.5(b) of the main Collective Agreement.

11. All notices of results shall be provided by Human Resources Division within two (2) working days of the review. If in the event that either the direct Manager and/or the incumbent(s) wish to discuss the results in person, they may do so upon notification to either Co-chair, at which time a meeting shall be scheduled with representatives of the Evaluation Committee.

Part D Requests for Reconsideration (Initiated by Incumbent or Management)

1. In the event that either the incumbent(s) or Management believe that the evaluation results are not consistent with the job's required Skill and Knowledge, and/or Responsibilities, and/or Effort Required, and/or Working Conditions, either the incumbents or Management may request that the JJEC reconsider its evaluation of the job in question.
2. All requests for reconsideration shall be submitted to either of the JJEC Co-chairs within 14 working days upon receipt of notification of the original job evaluation results.
3. In order to initiate the request, either the incumbent(s) or Management must complete the required Request form, providing all relevant details which it is desired that the JJEC consider, and, in particular, highlighting any information

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which maybe new or inadequately described in the initially forwarded Job Evaluation documents (Job Analysis Questionnaire and Job Description).

4. The JJEC will meet to consider all such requests, and in the event that it believes that there are sufficient grounds to do so, will reopen its consideration of the evaluation. Further information may be gathered by the JJEC in the form of interviews with incumbent(s) and Management, site visits, etc.
5. The JJEC will determine what, if any, changes to the factor ratings are then required, and a majority decision will prevail. Any resultant pay changes will be implemented ~~retroactively to effective~~ from the first Monday following ~~the original meeting date~~ **the meeting at which the JJEC reaches a majority decision on the re-evaluation, in accordance with Article 9.5(b) of the main Collective Agreement.**
6. In the event that the JJEC agrees to reconsider a job evaluation, but cannot reach a majority decision with respect to any of the factor ratings, **the Management and Union Chairpersons will jointly notify the Corporation and the Union in writing within two (2) working days thereof** and the Corporation may proceed to implement ratings changes and any resultant salary changes as it deems appropriate. Thereafter, either party may submit the ~~matter-factor(s)~~ **of the evaluation of the job upon which the JJEC was unable to reach a majority decision to the JJEDRC** ~~Arbitration under the relevant provisions of the main Collective Agreement,~~ **within and not after, five (5) working days from the date of receipt of the aforesaid written notice.**
7. If the JJEDRC reaches a majority decision concerning the evaluation of the job and the Salary level is thus revised, any required pay adjustments shall be made effective the first Monday following the date of the meeting at which the JJEDRC reached a majority decision, in accordance with Article 9.5(b) of the main Collective Agreement.
8. If a majority decision is not reached concerning the evaluation of the job, the JJEDRC will notify the Corporation and the Union in writing within two (2) days thereafter of the factor(s) of the evaluation upon which the JJEDRC was unable to reach a majority decision and thereafter either party may refer those factor(s) to arbitration under the relevant provisions of the main Collective Agreement, within and not after, ten (10) working days from receipt of the aforesaid written notice.
9. ~~By mutual agreement of the Parties or, that failing,~~ Upon receipt of any Arbitration award arising from step 5 8 above, the Corporation shall amend the Job Evaluation Factor Ratings and consequent Salary level as required by the award. **If the Salary level is thus revised, any required pay adjustments shall be made retroactively for all incumbents to the later of:**
 - **the date the incumbent(s) was appointed to the job, or**
 - **the Monday following the meeting at which the JJEDRC determined it was unable to reach a majority decision concerning the evaluation of the job as per Step 8 above.**

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In either event, any period of retroactive pay adjustment resulting from an Arbitration Award shall be limited to a maximum of six (6) months in total regardless of when the Arbitration Award is issued. The required pay adjustments shall be made in accordance with Article 9.5(b) of the main Collective Agreement.

10. All notices of results shall be provided by Human Resources Division within two **working** days of the review. If in the event that either the direct Manager and/or the incumbent(s) wish to discuss the results in person, they may do so upon notification to either Co-chair, at which time a meeting shall be scheduled with representatives of the Evaluation Committee.

2. Joint Job Evaluation Committee Terms of Reference

1. The JJEC shall be comprised of 6 representatives of CUPE Local 101 and 6 representatives of Management. A quorum shall be 3 members from each of CUPE Local 101 and Management.
2. Management and the Union shall each appoint a Chairperson, who will jointly take care of the administrative details of the Committee's operation. The JJEC may delegate to the Co-chairs authority to make certain minor decisions, however all significant issues will be brought to the attention of the full Committee.
3. The Management Chairperson will be responsible for obtaining for the Committee all relevant documentation (e.g., organizational charts) to assist in the evaluation process. He or she will also ensure that rating results are made available to the Committee members.
4. Meetings will be scheduled by the JJEC as required. Advanced notice of the meeting agenda will be provided by the Management Chairperson. Members are expected to place a high priority on meeting attendance, and coordinate with their respective Chairperson in the event that they cannot attend a given meeting.
5. The members of the JJEC shall collectively appoint a meeting Chairperson to run the meeting efficiently. Meetings shall run according to Robert's Rules, and in all cases requiring a Committee decision the question will be put to the Committee and the results of the vote recorded. Minutes of the meeting will be kept by the Management Chairperson, but the JJEC must first adopt those minutes before they form the recognized record of the proceedings.
6. All meetings are held in camera, and the discussions therein are strictly confidential, except that incumbents of jobs being evaluated and the respective managers will be notified as soon as possible after the meeting concerning the evaluation and associated rationale of the jobs in question. Members are expected to maintain records of the proceedings, which will be kept in a confidential manner.

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- 7. The JJEC will ensure that, in all cases, it has a proper and thorough understanding of jobs being evaluated. It is understood that to assist in this respect the Committee or designates may conduct interviews, site visits, or any related research authorized by the Committee as a whole.
- 8. The JJEC will review all job descriptions and job titles, and may make recommendations to **Human Resources** ~~the respective General Manager~~ for changes based upon the Committee's findings. In any event, the JJEC members will be provided with finalized Job Descriptions.
- 9. Without prejudice to the rights of either Party to forward an evaluation matter in dispute to **the JJEDRC Arbitration**, the JJEC may request the services of such advisor(s) as the Parties recognize from time to time. The advisor(s) may make recommendations to the JJEC, which recommendations shall be considered by the JJEC but are not binding upon it.
- 10. **Only disputes regarding substantial change and those factors in dispute upon which the JJEC is unable to reach a majority decision may be referred to the JJEDRC in accordance with this Job Evaluation Booklet.**
- 11. The JJEC will maintain a set of Policies which will augment, and not be in contradiction to, any of the terms of the Collective Agreement or this booklet. These Policies will address certain administrative details of the operation of the Committee.

3. **Joint Job Evaluation Dispute Resolution Committee (JJEDRC)**

- 1. **The JJEDRC shall be comprised of two (2) representatives of CUPE Local 101 and two (2) representatives of Management, or their respective designates. Members of the JJEDRC may not be members of the JJEC, incumbents in the job being evaluated or direct managers of incumbents in the job being evaluated. Article 5.4 of the main Collective Agreement shall not be applicable to the JJEDRC.**
- 2. **Meetings will be scheduled by the JJEDRC as required. Members are expected to place a high priority on meeting attendance.**
- 3. **All meetings are held in camera and the discussions therein are strictly confidential, except that incumbents of jobs evaluated, the respective managers, Human Resources, and the JJEC co-chairs will be notified as soon as possible after the meeting concerning the results of the evaluation in question.**
- 4. **The JJEDRC will ensure that it has a proper and thorough understanding of the issues before it and the jobs being evaluated. It is understood that to assist in this respect, the JJEDRC will first meet with the JJEC co-chairs upon receipt of a referral to the JJEDRC to obtain an understanding of the factor(s) remaining in dispute. The JJEC co-chairs shall also provide the JJEDRC with the documentation before the JJEC when it attempted to**

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reach a majority decision on the evaluation of the job. The JJEDRC or designates may also conduct interviews, site visits, or any related research authorized by the JJEDRC as a whole.

5. Only disputes regarding substantial change which the JJEDRC is unable to reach a majority decision and those factors in dispute upon which the JJEDRC is unable to reach a majority decision may be referred to arbitration in accordance with this Job Evaluation Booklet.
6. The JJEDRC shall make its determination with respect to the factor(s) in dispute within twenty (20) working days from receipt of a referral to the JJEDRC in accordance with this Job Evaluation Booklet.

4. Arbitration – Process and Procedure

1. In the event the parties agree to proceed by way of a single arbitrator pursuant to Article 16.2 of the main Collective Agreement, the party referring a job evaluation matter in dispute to arbitration as permitted herein shall, within and not after, five (5) working days from the date upon which the parties agree upon an arbitrator in accordance with the Letter of Understanding – Referral to Arbitration of a Job Evaluation Matter, send a written invitation to the applicable arbitrator to hear the dispute. Failure to make such invitation within the time limit shall be deemed to constitute a withdrawal of the referral to arbitration.
2. The arbitrator shall have the same limitations and powers as a Board of Arbitration referenced in Article 16.1 of the main Collective Agreement, subject to the following:
 - a. The arbitrator shall be bound by these Terms of Reference and Manual and shall not have the power to modify or amend any of the provisions contained therein;
 - b. The jurisdiction of the arbitrator shall be strictly limited to whether there has been a substantial change in the job or the factor(s) in dispute as submitted by the parties upon which the JJEDRC was unable to reach a majority decision; and
 - c. The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.
3. Both parties may call up to two (2) witnesses each to attend at the hearing to give relevant *vive voce* evidence. Additional witnesses may be called

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only if agreed upon by the parties and/or permitted by the arbitrator. The parties shall endeavour to agree upon procedural issues, including time limits for opening and closing submissions and the presentation of *vive voce* evidence, at the outset of the hearing to ensure it is conducted in the most effective and efficient manner possible.

4. The arbitrator shall issue his/her award with respect to substantial change or the factor(s) in dispute as the case may be within sixty (60) calendar days of the last day of hearing unless otherwise extended by the parties.

5. Gender Neutral Job Evaluation Manual (*re-numbered to "5"*)

NEW LOU – Referral to Arbitration of a Job Evaluation Matter

Notwithstanding Article 16.2 of the Collective Agreement, in the event of a referral to arbitration of a matter in dispute by either party as permitted in the Job Evaluation Manual and Terms of Reference and where the parties agree to proceed by way of a single arbitrator, the parties agree as follows:

1. The single arbitrator shall be appointed from a mutually agreed upon list of three (3) arbitrators who must be knowledgeable in job evaluation, currently being Robert Herman, William Kaplan and Gerry Lee. Agreed upon arbitrators shall be placed on the list in alphabetical order by surname. Appointments from the list shall be made on a rotational basis in the order of the date upon which a matter in dispute is referred to arbitration.

Upon ratification by both parties, the parties will contact the three arbitrators listed above to determine their willingness to participate in this agreed upon process. In the event an arbitrator on the list is unwilling or unavailable to be included in the list, the parties shall agree upon a replacement arbitrator to ensure there are three arbitrators on the agreed upon list of arbitrators at all times.

2. The party referring the matter in dispute to arbitration shall, within and not after, five (5) working days from the date of referral send a written invitation to the applicable arbitrator to hear the dispute. Failure to make such invitation within the time limit shall be deemed to constitute a withdrawal of the referral to arbitration.

3. The parties shall share equally in the fees and disbursements of the arbitrator.

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2. ARTICLE 8 - STAFF CHANGES, ADDITIONS AND PROMOTION

- Amend 8.2(a)

~~Applicants will be consider in accordance with their seniority as defined in Article 6.1(a) of this Agreement and seniority will govern in making the appointment, provided that the senior employee possess the necessary skill, ability and qualifications to perform the duties involved.~~

Applicants will be considered on the basis of the following factors: education, training, work experience, ability and appraisal of past performance. In the event that two (2) or more applicants are relatively equal with respect to all of these factors, seniority shall govern.

The Corporation will notify the Union if the most senior applicant will not be appointed to any such vacancy.

3. HOURS OF WORK

Amendments to applicable Collective Agreement articles and a Letters of Understanding as outlined below.

ARTICLE 10 - HOURS OF WORK, SHIFT, OVERTIME, CALL OUT, STAND-BY, MEAL ALLOWANCE

10.1 (a) ~~A normal work week shall be thirty five (35) hours consisting of five (5) seven (7) hour normal work days (Monday to Friday) commencing at 8:30 a.m. and ending at 4:30 p.m. with one (1) hour off for lunch. Lunch hours may be on a staggered basis as arranged by the Executive Director, or the appropriate Management supervisor provided, except in cases of emergency, no employee's lunch hour shall commence earlier than 11:30 a.m. or later than 1:30 p.m. A~~

A normal work week shall be thirty-five (35) hours consisting of any five (5) consecutive seven (7) hour normal work days, Monday to Saturday inclusive. The normal work day will be scheduled on an eight (8) hour basis, inclusive of one (1) unpaid hour off for lunch as follows:

- i. **Monday through Friday, not to commence before 7:00 a.m. nor finish later than 8:00 p.m.; and**
- ii. **Saturdays not to commence before 8:30 a.m. nor finish later than 4:30 p.m.**

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HOURS OF WORK (continued)

Lunch hours may be on a staggered basis as arranged by the Managing Director, or designate, except in cases of emergency, no employee's lunch hour shall commence earlier than after three (3) hours of work or later than after five (5) hours of work.

- (b) It is recognized that different work areas within the Corporation may require different hours of work and that the hours of work within the normal work week and normal work day as defined in Article 10.1(a) may vary amongst and within work areas. When assigning normal work days and normal work weeks, the Corporation will take into consideration any expressions of interest by employees in the applicable classification(s) and work area to work the required hours. If the required hours of work are not filled after consideration of expressions of interest, the Corporation will assign the hours of work under Article 10.1(a) to the employees(s) in the classification and work area by reverse order of seniority (i.e. from the least to the most senior)and/or to temporary employees in the classification.

Effective March 1, 2016, the Corporation will post a schedule of work days and hours of work under Article 10.1(a) for each classification within each work area at least twice per calendar year. Such schedule(s) will be posted at least forty-five (45) calendar days' in advance of the date the applicable schedule comes into effect.

- ~~(b) The Parking Bylaw Enforcement Officers' normal work week shall be thirty five (35) hours, consisting of four (4) days of eight and three quarter (8¾) hours each (Monday to Saturday) within the time of 8:00 a.m. to 6:00 p.m. with one (1) hour off for lunch. The Environmental Services Department employees working at Operations Centres shall have a normal work week of thirty five (35) hours consisting of five (5) days of seven (7) hours each, Monday to Friday inclusive, commencing at either 8:00 a.m. and ending at 3:30 p.m. each day with half (½) hour off for lunch or commencing at 7:30 a.m. and ending at 3:00 p.m. each day with a half (½) hour off for lunch. Lunch period is to be on a staggered basis arranged by the Executive Director, or the appropriate Management Supervisor, among the affected employees and to commence not earlier than 11:00 a.m. and not later than 12:30 p.m. each day.~~

- (c) Separate hours of work are provided in the appendix for employees transferred from CUPE Local 4. When a former CUPE Local 4 position becomes permanently vacant and the Corporation intends to fill the vacancy, a meeting will be convened between Management and the Union for the purpose of discussing the hours of work of the position to be

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Hours of Work (Continued)

posted. The hours of work will be governed by the needs of the operation in which the position is situated.

10.2 (a) As used in this Article, the expression "shift" shall mean any eight (8) hour period made up of seven (7) working hours and one (1) hour off for lunch, for any consecutive five (5) day period, ~~Monday to Friday,~~ **Monday to Saturday** other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences. For the purpose of this Agreement, only the following jobs are to be scheduled on such shifts:

- Supply Clerk
- Inventory Control Clerk
- Provincial Offences Officers

The Supply Clerk may be required to work a split shift only under extenuating circumstances and not to exceed seven (7) hours per day. The Supply Clerk will be paid double (2x) the applicable shift premium when required to work a split shift.

(b) A "shift" for the Facilities Services Custodial or Maintenance Staff ~~under the direction of the City Engineer~~ shall mean any seven and one half (7½) hour period made up of seven (7) working hours and one half (½) hour off for lunch, for any consecutive five (5) day period, ~~Monday to Friday,~~ **Monday to Saturday** other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences.

(c) A "shift" for the employees in the Technology Services Division and for Tourism London Inc., shall mean any eight (8) hour period made up of seven (7) working hours and one (1) hour off for lunch, for any consecutive five (5) day period, other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences.

(d) Notwithstanding the provisions of Article 10.1 (a), Environmental Control Laboratory staff may be required to work shifts to cover a twenty-four (24) hour period for a maximum of ten (10) times a year for the purpose of conducting twenty-four (24) hour surveys. Should such shifts be required, employees will receive the applicable overtime premium as overtime to be banked and observed as time off in accordance with Article 10.8(b).

(e) Notwithstanding the provisions of Article 10.1 (a), Management may set shifts starting no later than 2:00 pm with double shift premium for

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HOURS OF WORK (continued)

employees assigned to attend regularly scheduled meetings of Council, standing committees and subcommittees of Council.

10.3 All hours of shift shall be deemed to be included in the calendar day on which the shift started. ~~All shift workers' schedules shall provide a minimum of sixteen (16) hours off, (fourteen and one quarter (14¼) hours in the case of Parking Bylaw Enforcement Officers) excluding lunch periods between the employees' scheduled shifts, and therefore any time worked between the scheduled shifts shall be paid as overtime, but this shall not limit overtime work~~

10.4 (a) An employee who is required to work a shift shall be paid in addition to their normal rate a shift premium of one dollar and twenty cents (\$1.20) for each hour worked **after 8:00 p.m. and before 7:00 a.m. Monday through Friday and after 4:30 p.m. and before 8:30 a.m. Saturday**, but not for absence from work by reason of illness.

(b) In addition to the shift premium referred to in part (a), a weekend premium of one dollar (\$1.00) per hour in addition to the employee's normal rate of pay for all regular hours worked between midnight Friday and midnight Sunday ~~to employees referred to in Article 10.2(c) of this Agreement~~, but not for absence from work by reason of illness.

10.5 The expression "overtime" shall mean any period of time worked outside a normal work day or shift, or outside thirty-five (35) hours in any ~~calendar~~ **work week (Monday to Saturday)**, but not both, and shall not include call out under Article 10.9. Where practical, overtime opportunities will be offered on as equitable basis as possible within job classification, work area and work assignment.

10.6 (a) Any employee who is required to work overtime or on a holiday, as the case may be, shall be paid as follows:

(i) ~~On a normal work day or shift day~~ **(On any of Monday through Saturday - time and one-half (1½ x).**

~~On a regularly scheduled day off (except Saturday) - double time (2 x).~~

(ii) On a Sunday - double time (2 x).

(iii) On a holiday - double time (2 x) in addition to holiday pay.

(b) No employee shall receive both overtime payment and shift premium for the same hours worked.

(c) No employee shall be laid off work in any week merely for the reason that they have worked overtime.

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HOURS OF WORK (continued)

10.7 No employee shall work overtime unless authorized by an Executive Director or delegate.

10.8 (a) Executive Directors may, in their discretion, allow time off to employees when they request casual time off for a particular purpose provided the employees agree to make up the time on an hour for hour basis. Such time off shall not be utilized to extend annual vacations or circumvent payment of overtime and shall be limited to a maximum of three (3) hours in any one (1) instance.

(b) Instead of a cash payment for overtime, employees may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon between the employees and their Executive Director up to a maximum of five (5) days to be used by calendar year end. The five (5) day maximum may be exceeded with Management approval. In extenuating circumstances if accumulated overtime is unable to be observed, the accumulated amount will be paid out by calendar year end.

10.9 Employees called to work outside of their normal working hours and/or shift shall be paid a minimum of three (3) hours at the applicable premium rate or the actual time worked at the applicable premium rate, whichever is the greater.

10.10 Employees covered by this Agreement who are required to work overtime, as defined in Article 10.5 and Appendix 1, Article 14.01, shall be entitled to a meal allowance of fourteen dollars (\$14.00) provided they work:

(a) A minimum of two (2) hours overtime consecutive to the normal work day or shift, or

(b) A minimum of three and one half (3½) hours cumulative overtime in one (1) day either immediately following the normal work day or shift or following a two (2) hour interval outside their normal work day or shift.

(c) A minimum of three and one half (3½) hours overtime on a regular day off.

10.11 Employees shall be entitled to a fifteen (15) minute break period in ~~the forenoon~~ and in ~~the afternoon~~ or in each half of each **normal work day** or shift, as the case may be.

10.12 Employees who are on stand-by shall be paid while on stand-by at the regular rate of pay for the following hours:

- two (2) hours for each of Saturday and Sunday.

- four (4) hours for each of the holidays in Article 11.

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HOURS OF WORK (continued)

- one (1) hour for each evening (evening being defined as all of the period of time from the cessation of normal working hours on one (1) day to ~~8:30 a.m.~~ **7:00 a.m.** on the following day) other than a Saturday, a Sunday or a holiday evening.

10.13 Employees who are required by Management to attend a training course, conference or seminar:

- (a) Shall be paid their normal rate for a normal day only. Travel time or course time that is in addition to regular working hours will be accommodated within the Letter of Understanding re: Flexible Work Schedule Program Guidelines.
- (b) Will be reimbursed for related expenses which are pre-approved in accordance with the applicable Corporate policies and procedures.

ARTICLE 8 - STAFF CHANGES, ADDITIONS AND PROMOTION

- 8.1 (a) Whenever a new job is established in accordance with Article 7, or, there is a permanent vacancy in any of the positions covered by this Agreement and the Corporation proposes to fill such vacancy, the following shall apply:
 - The Corporation will post up a notice of the new position or permanent vacancy in all Departments of the Corporation for a period of five (5) working days excluding the date of posting.
 - In this Agreement the expression "permanent vacancy" means a vacancy caused by such events as promotion, resignation, retirement or discharge, and which is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an employee.
- (b) The notice will contain the name of the department, a summary of the job description for the position, the number of employees required to fill the position, the salary range or rate of pay, weekly **days and** hours of work, and the name of the official to whose attention applications are to be directed, and, where the position is under review by the Joint Job Evaluation Committee, a notation indicating that status.

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HOURS OF WORK (continued)

- (c) Employees may apply for a permanent position vacancy in a salary range equal to their present position, or, employees may apply for any permanent position in a salary range which is lower than their own. The requirements of this Article shall apply.

ARTICLE 11 - HOLIDAYS

11.1 All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid at the regular rate of pay for each of the following holidays:

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

and any other day declared by a competent authority to be a holiday within the meaning of the Bills of Exchange Act. An employee in receipt of wage replacement benefits, not including Workplace Safety and Insurance Board Benefits, will receive the difference between the wage replacement benefit received and 100% of regular pay for paid holidays falling within the disability period. Such amounts to be payable upon return to work.

11.2 In addition to the foregoing, the one-half (1/2) working day preceding Christmas Day and the one-half (1/2) working day preceding New Year's Day shall constitute an additional paid half holiday, provided however, the Christmas half (1/2) holiday and the New Year's half (1/2) holiday will be observed on the working day preceding the respective holiday except when Christmas Day and New Year's Day fall on a Saturday, Sunday or Monday, in which case the half (1/2) holiday will be observed on the preceding Friday afternoon.

11.3 Whenever any of the above holidays falls on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

11.4 Subject to Article 11.3, employees who are required to work on any of the said holidays shall be paid in accordance with Article 10.6.

Where holidays are observed on days other than the calendar day on which they occur, employees who are required to work on the calendar day on which the holiday occurs shall receive any entitlement to holiday pay and the premium provided for in Article 10.6 for work performed on the calendar day, but not for any work performed on the date of observation.

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11.5 When a paid holiday falls on one of an employee's regularly scheduled days off, he/she shall receive an alternate day off, with pay, on a day to be mutually agreed upon between the employee and the Managing Director or the appropriate Management supervisor, but in any event within no more than three (3) months after the holiday.

11.6 The one (1) lieu day as mentioned in Article 11.1 shall be afforded to the employee with seniority by the employee's Executive Director at a mutually agreeable time within the current calendar year.

**FORMER PUC
ARTICLE 13 - HOURS OF WORK**

Except as otherwise provided for in this Agreement, the normal work week and the normal work day shall be as follows:

13.01 Normal Work Week

(a) Forty (40) Hour Employees:

Any five (5) consecutive days, Monday to Friday Saturday inclusive, eight (8) hours per day, totalling forty (40) hours per week.

(b) Thirty-six and one quarter (36¼) Hour Employees:

Any five (5) days Monday to Friday-Saturday inclusive, seven and one-quarter (7¼) hours per day, totalling thirty-six and one-quarter (36¼) hours per week.

The above hours of work will be assigned in accordance with Article 10.1(b) of the main collective agreement.

13.02 Normal Work Day

(a) Forty (40) Hour Employees:

Eight (8) hours between ~~7:30~~ 7:00 AM and ~~4:00~~ 8:00 PM (Monday through Friday) and between 8:30 AM and 4:30 PM (Saturday), including a one-half (½) hour lunch period.

(b) Thirty-six and one quarter (36¼) Hour Employees:

Seven and one-quarter (7¼) hours to be scheduled between ~~8:15~~ 7:00 AM and ~~4:30~~ 8:00 PM (Monday through Friday), and between 8:30 AM and 4:30 PM (Saturday) including a one-half (½) hour or one (1) hour lunch period as determined by the department manager.

The above hours of work will be assigned in accordance with Article 10.1(b) of the main collective agreement.

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LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101

(The Union)

Re: Letter of Understanding – Shift Utilities Communications Coordinator

Both Parties agree to the change of hours of work for the Shift Utilities Communications Coordinator with the following conditions:

1. ~~The hours of work will be 10:00 a.m. to 5:30 p.m. with a half (1/2) hour for lunch. The hours of work will be Monday to Friday, seven (7) hours per day, thirty five (35) hours per week. Any change to these hours of work must first be reviewed and approved by the bargaining executive, before implementation.~~
2. ~~Shift premium will be paid in accordance with Article 10.4 of the Collective Agreement.~~
3. ~~The incumbent in this position may be required to work a seven (7) hour day shift for training and vacation/sick relief purposes. Reasonable notice will be given in these situations.~~

~~This Letter of Understanding will be in place until the terms of a new Collective Agreement has been negotiated.~~

~~This agreement was ratified on the 20th day of December 2010, on behalf of the Parties.~~

FOR THE UNION:

Rhea Campbell,
President, C.U.P.E. Local 101

FOR THE CORPORATION:

Veronica McAlea Major,
Chief Human Resources Officer

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HOURS OF WORK (continued)

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101
(hereinafter called Local 101)

AND

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called The City or The Corporation)

Re: Flexible Work Schedule Program and Compensatory Time Guidelines

1. Adequate staffing must be maintained in all work areas in order to maintain the highest possible level of public service. ~~The Program~~ **Flexible Work Schedule Program ("The Program") and Compensatory Time** may not be available in all work areas.
2. Participation is voluntary for all employees.
3. A complete normal work day and work week will consist of seven (7) hours and thirty-five (35) hours respectively.
4. In all cases start and quit times will be on the **hour or** half hour to facilitate timekeeping.
5. All employees must take a lunch break of not less than thirty (30) minutes nor more than two (2) hours. Lunch breaks must be in thirty (30) minute increments. An employee who wishes to take a thirty (30) minute lunch break for the purpose of shortening a work day or accumulating compensatory time must obtain prior management approval. **The Program and/or Compensatory Time** does not allow an employee to work continuously with no lunch break or rest periods in order to shorten the work day or to accumulate compensatory time.
6. Provisions to the Collective Agreement concerning hours of work, overtime, and meal allowances will be set aside and not apply to ~~participation in~~ **The Program and Compensatory Time**. However, it is important to note that ~~this~~ **The Program and Compensatory Time** does not preclude authorized overtime as defined in the Collective Agreement.
7. The Flexible Work Schedule Program ~~Guidelines~~ **and Compensatory Time Guidelines** and the application of ~~the Program~~ **each** may be amended from time to time through mutual agreement of the Parties.

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HOURS OF WORK (continued)

Flexible Work Schedule Program (The Program) Guidelines

- 8. Management approval is required for any participation by an employee in **The Program**. Any specific work schedule within the guidelines of **The Program** must be approved by the appropriate manager in advance. Management in all Departments will fairly and reasonably consider all requests for participation in and no request will be denied except as provided for in Point 1.

Management reserves the right to withdraw approval of a flex time schedule if the guidelines or work schedule are not adhered to or there is a negative public service impact.

- 9 **The Corporation may establish normal core periods that may vary by work area during which any employee scheduled to work must be at work except for the lunch break.** ~~The normal core working hours are 10:00 a.m. to 3:00 p.m., Monday to Friday (with limited exceptions) and during this period any employee scheduled to be at work must be at work except for the lunch break. In certain areas, a different core period may be determined to be more efficient.~~

The normal bandwidth period is ~~7:00 a.m. to 6:00 p.m.~~ **7:00 a.m. to 8 p.m.**

- 10. Normally an employee must establish a work schedule on a bi-weekly or longer basis and obtain prior managerial approval. Amendments to the schedule must be approved in the same manner.
- 11. Regardless of any pre-approved work schedule an authorized absence such as sick leave credits, vacation, jury duty, bereavement leave, leave for Union business, etc., will be equal to seven (7) hours.
- 12. Should Management require an employee to work outside the hours of the pre-approved flexible work schedule it will be considered overtime as defined in the Collective Agreement.

Compensatory Time Guidelines

- 13. Equal and compensatory time off may be accumulated to a maximum of thirty-five (35) hours at any time. Normally compensatory time may be taken to a maximum of seven (7) hours at a time in any two (2) consecutive weeks. Compensatory time in excess of seven (7) hours at a time, may be permitted with managerial approval. Such time off requires managerial approval subject to the staffing requirements. Also, compensatory time off will be scheduled equitably amongst employees.

Should an employee have five (5) days accumulated the employee must use some compensatory time before accumulating any further time.

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- 14. Normally an employee may work no more than nine (9) hours in a day or forty (40) hours in a week.
- 15. Hours worked in excess of seven (7) per day and equal compensatory time off will be recorded utilizing the current payroll system.
- 16. No employee will receive cash in lieu of compensatory time.

This agreement was ratified on the ____ day of _____, on behalf of the Parties.

FOR THE UNION:

President, C.U.P.E. Local 101

FOR THE CORPORATION:

Chief Human Resources Officer

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4. CORPORATION AGREES TO THE UNION'S PROPOSALS:

- Vision Care Plan can be applied to laser eye surgery
- AD & D maximum increased to \$125,000

5. EARLY RETIREE BENEFITS

- Amend Article 13.1 and Schedule "A" as follows:

Add the following paragraph to Article 13.1(e):

For employees with a hire date after XXX [date of ratification by both parties] retiring with thirty (30) or more years of service and enrolled in the above insurance plans prior to retirement, the Corporation will continue to provide coverage in the above insurance plans from date of retirement to age sixty-five (65).

Amend Appendix A as follows:

For all employees with a hire date on or prior to XXX [date of ratification by both parties] a retiree is defined as either an employee who is retiring and who is eligible to receive a non-actuarially reduced OMERS pension or an employee who has at least twenty (20) (fifteen (15) for the term of the Collective Agreement), years of service and who is eligible to receive an actuarially reduced OMERS pension. For all employees with a hire date after XXX [date of ratification by both parties], a retiree is defined as an employee who is retiring and who is eligible to receive a non-actuarially reduced or actuarially reduced OMERS pension and who has at least thirty (30) years of service with the Corporation. ~~In either case,~~ In all cases, eligible to receive the pension means the pension will commence to be paid to the retiree effective the first day of the month following the month in which the employee retires.

6. SCHEDULE "B" CLOTHING AND SAFETY EQUIPMENT

- Add "Letter of Understanding – Technology Services Division Clothing – Article 19 and Schedule B" to Schedule B (attached)

7. CORPORATION AGREES TO UNION'S PROPOSAL

ARTICLE 9 - REMUNERATION AND INTERVIEW

Effective the date of ratification of the Renewal Collective Agreement amend as follows:

- 9.3 Change: "\$725.00" to "\$800.00"
- 9.4 (a) Change: "\$725.00" to "\$800.00"

8. ARTICLE 22 – BEREAVEMENT LEAVE

Effective the date of ratification of the Renewal Collective Agreement amend as follows:

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- 22 (d) NEW "In the case of the death of a child or step-child, the time limits in section 22.2(a) may be extended by up to ten (10) days with pay at the discretion of the Managing Director."

9. SCHEDULE A

- 4 year term: January 1, 2015 to December 31, 2018 ***Subject to Memorandum of Settlement**
- Wage increases to all classifications as follows

January 1, 2015 - 1%
January 1, 2016 - 1.25%
January 1, 2017 - 1.25%
January 1, 2018 - 1.25%

LETTERS OF UNDERSTANDING

- Renew Current Call in and Standby - Remote Access

10. HOUSEKEEPING

- Change "General Manager" or "Executive Director" to "Managing Director" throughout the Collective Agreement

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NEW

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("the Corporation")

and

**LOCAL UNION NO. 101
(Canadian Union of Public Employees)**

("the Union")

The Union and the Corporation do hereby agree as follows:

1. This Letter of Understanding shall be applicable only to employees with a hire date on or before the ratification date of this collective agreement.
2. Subject to paragraph 4 below, where an employee:
 - i. applies for a position outlined in a job posting in accordance with Article 8.2(a);
 - or
 - ii. wants to exercise the option of bumping into a position in accordance with Article 28.3(i).

The employee will be deemed to possess the necessary education, work experience and ability to perform the duties involved related to the specific position that is the subject of the job posting or bump referred to above, if the employee:

- a. occupied a position within the classification which is the subject of the job posting or bump within and not more than three (3) years from the date of the job posting or notice of layoff;
- and
- b. worked for at least two years in the position outlined in paragraph 2 (a) and has demonstrated, as determined by the Corporation, the necessary training, work experience, to successfully perform the duties of that classification.

3. The parties acknowledge and agree that the effect of paragraph 2 is not that the employee is automatically deemed to have the education, work experience, and ability for the classification that is the subject of the job posting or bump, nor that he/she will be deemed to have the education, work experience, or ability for the

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purposes of future bumps or job postings for other positions within the bargaining unit.

4. Should the education, work experience, or ability change within the three (3) year time period noted in paragraph 2(a) above and such change is: mandated by law, professional designation, or certification, paragraph 2 will not apply.
5. Other than as specifically provided for herein, nothing in this Letter of Understanding shall affect the Corporation's rights under Article 8.2(a).

FOR THE UNION:

FOR THE CORPORATION

Shelley Navaroli
President - CUPE, Local 101

Veronica McAlea Major
Chief Human Resources Officer

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ARTICLE 10 *HOURS OF WORK, SHIFT, OVERTIME, CALL OUT, STAND-BY, MEAL ALLOWANCE*

10.8 (b) Any time off in lieu of cash payment accumulated in the month of December **will be paid out by calendar year end unless the employee requests for it to be carried over, in which case the time off in lieu must be used by March 31st of the following year or it will be paid out at that time at the rate at which it was earned.**

ARTICLE 23 *TEMPORARY ASSIGNMENT - PROPOSED*

23.1 The provisions of this Article apply when the Corporation proposes an appointment to a temporary assignment, by filling:

- (a) A permanent position on a ~~non-permanent~~ temporary basis, or
- (b) A ~~non-permanent~~ temporary position.

It is agreed that the Corporation has the right to do either, in accordance with this Article.

23.2 A position is:
"non-permanent temporary " if it has an anticipated duration of twenty-four (24) months or less.

23.3 An employee is:
"non-permanent temporary " if not entitled to seniority pursuant to this Agreement.

23.4 Notice of a temporary assignment which has an anticipated duration of more than fifteen (15) weeks **and not more than twenty-four (24) months** shall be posted. **Notwithstanding the Corporation's right to determine a temporary assignment for a permanent position for greater than 24 months, notices of temporary assignments of more than twenty-four (24) months may be posted subject to mutual agreement of the Corporation and the Union.** Such notice shall state the anticipated duration of the temporary assignment. The posting will indicate whether it is a permanent or ~~non-permanent~~ temporary position being filled by temporary assignment.

23.5 Applications from permanent employees will be considered for posted temporary assignments in accordance with Article 8.2(a) and if successful the applicant shall be subject to the trial period outlined in Article 8.3(a). It is noted that a permanent employee, appointed to a temporary assignment, subsequently successful for a second temporary assignment will give up all rights to the first temporary assignment.

23.6 The Corporation may hire a person to fill a temporary assignment:
(a) If no permanent employee is appointed pursuant to the notice of temporary assignment.

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(b) If no notice of temporary assignment is required.

23.7 A temporary assignment which has not been posted shall not be continued past fifteen (15) weeks, or revived within six (6) weeks of its expiry. The Corporation will notify the Union of all appointments of fifteen (15) weeks or less.

23.8 During the first thirty (30) weeks of employment in a temporary assignment, a ~~non-permanent~~ temporary employee shall be paid in accordance with Schedule "A", and have the protection of Articles 2, 10, 11 and 17.4 of the Collective Agreement except as noted in sub-article 23.10. No other Article of the Collective Agreement applies. A ~~non-permanent~~ temporary employee shall not be entitled to a lieu day holiday and shall, as a condition for other paid holidays, have worked the last working day before the holiday and the first regular working day after the holiday.

23.9 After the first thirty (30) weeks in a temporary assignment a ~~non-permanent~~ temporary employee shall be covered by all terms and conditions of the Collective Agreement, except as noted in sub-article 23.10. Benefits once earned in accordance with this thirty (30) week provision will continue, during any probationary period, providing there is no break in service.

23.10 The following limitations apply to ~~non-permanent~~ temporary employees:

- (a) No seniority is earned.
- (b) The Corporation may, in its discretion, layoff or terminate the employment of a ~~non-permanent~~ temporary employee:
 - i) Except that in the event of a disciplinary termination Article 17.4 shall govern.
 - ii) Without notice in the case of a temporary assignment which has not been posted.
 - iii) Upon five (5) working days notice in the case of a temporary assignment which has been posted and to which sub-article 23.8 applies.
 - iv) Upon ten (10) working days notice in the case of a temporary assignment which has been posted and to which sub-article 23.9 applies.
- (c) A ~~non-permanent~~ temporary employee is not entitled to "bump" and may be bumped in the event of lay-off.
- (d) It is specifically noted that a ~~non-permanent~~ temporary employee is not eligible to participate in the Ontario Municipal Employees Retirement System (OMERS), **except as prescribed by OMERS Act and regulations.**
- (e) A permanent employee who bumps into a ~~non-permanent~~ temporary position becomes a ~~non-permanent~~ temporary employee governed by sub-article 23.8 except that:
 - i) Membership in OMERS must be continued.
 - ii) Accumulated sick leave credits are frozen until seniority is restored or employment terminates, and;

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- iii) Participation in the hospital and medical plans available to eligible employees may be continued at the employee's option and expense.

23.11 A ~~non-permanent~~ temporary employee shall be deemed to be a permanent employee if the employee is the successful applicant for a permanent position and successfully completes the probationary period outlined in Article 6.2, the employee shall thereafter be covered by all terms and conditions of the Collective Agreement with a deemed seniority date corresponding to the date of last hiring (employment shall not be considered interrupted by a lay-off of less than eleven (11) working days) for the purpose of vacation credits, layoff, promotion, and sick leave credits only.

~~23.12 Should an incumbent in a long term temporary position be the successful applicant for any permanent position, all less senior long term temporary employees working within the same position will shift forward in accordance with their length of service to assume the permanency date of the next most senior long term temporary employee until the permanency date of the successful applicant is reached. Where the permanency date is the same, length of service will be determined by the original employment application date.~~

23.13 After twenty-four (24) months duration, a ~~non-permanent~~ temporary position, excluding permanent positions filled on a ~~non-permanent~~ temporary basis, shall be deemed permanent and will be posted in accordance with Article 8 of the Collective Agreement.

ARTICLE 25 STUDENT EMPLOYMENT

25.1 A student hired during this period is defined as a student enrolled full time in a recognized college or university program and who intends to return to school following his/her term of employment **and/or the co-op placement is the final component prior to graduation.**

ARTICLE 27 EDUCATION ALLOWANCE

Discussion on criteria for employees being granted or denied educational opportunities.

The Corporation will forward the communication shared with Managers regarding the concerns of consistency and accessibility to education as presented by the Union at negotiations.

SCHEDULE A

Amend C0774 from "Planning Support Representative" to "Administrative and Technical Support Representative"

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SCHEDULE B CLOTHING AND SAFETY EQUIPMENT

Add "Letter of Understanding – Planning and Development/Building Control, Clothing – Article 19 and Schedule B"

Change "Concierge Staff" to "Customer Service Representative"

LETTERS OF UNDERSTANDING

All Letters of Understanding listed append to and become part of the Collective Agreement.

1. Leaves of Absence - renew
2. Ontario Works Program – renew
3. Christmas Closure - Reduced Hours of Operation (Holiday Closure) - as attached.
4. Testing - renew
5. Flexible Work Schedule - as attached.
6. Convention Servicing - renew
7. Terms of Dedicated Presidency for Local 101 - as attached.
8. Municipal Law Enforcement Officer II - renew
9. Shift Utilities Communications Coordinator - renew
10. Job Sharing - renew
12. Excess Hours of Work Agreement - as attached.
13. United Way Sponsored Employee Program - renew
14. High School Co-op Placement - renew
15. Licensing Enforcement Officer (Full Time) - renew
16. Licensing Enforcement Officer (Part Time) - renew
17. Seasonal Tourism Counsellor (Paid Lunch under Article 10) - renew
18. Planning and Development/Building Control Clothing - Article 19 and Schedule B - moved to Schedule B

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**LETTER OF UNDERSTANDING
BETWEEN:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101
(hereinafter called The Union)**

AND

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter called The Employer)**

Re: Reduced Hours of Operation (Holiday Closure)

City Hall and related facilities applicable to CUPE Local 101

The Employer and The Union agree to the following with respect to reduction of services and related facilities and/or operations between Boxing Day and noon of New Year's Eve for the term of the xxxx – xxxx Collective Agreement (known as **Holiday Closure Period**):

1. Council may, in its sole discretion, decide on a **closure/reduction** of hours during any or all of the **Holiday Closure Periods**.
2. In the event of such declaration, all operations except those deemed essential by the employer will be halted.
3. Employees may use time owing in the form of vacation time or accumulated time in lieu of overtime, compensatory time to continue pay during this period.
4. Except as noted in **paragraph 3** above, all employees not required to provide essential services shall be considered to be temporarily laid off for the period of closure, and shall not receive pay for the period of closure.
5. It is specifically agreed that employees who would otherwise be entitled to sick disability payments during any such period except as per Article 12.4 will not be entitled in the event of a declaration of closure, but that employees who would otherwise be entitled to STD, LTD or WSIB related benefits will remain entitled during any periods of closure.
6. Grievances or other actions taken by the union with respect to **Holiday Closure Periods** shall be limited to those dealing with the application of this agreement.
7. This agreement is made without precedent or prejudice, particularly with respect to either Party's rights at the conclusion of the agreement.

Ratified on the _____ day of _____ on behalf of the parties.

FOR THE UNION:

President, C.U.P.E. Local 101

FOR THE CORPORATION:

Chief Human Resources Officer

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LETTER OF UNDERSTANDING

BETWEEN:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101
(hereinafter called Local 101)**

AND

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter called The City or The Corporation)**

Re: Flexible Work Schedule Program and Compensatory Time Guidelines

1. Adequate staffing must be maintained in all work areas in order to maintain the highest possible level of public service. **The Program Flexible Work Schedule Program ("The Program") and Compensatory Time** may not be available in all work areas.
2. Participation is voluntary for all employees.
3. A complete normal work day and work week will consist of seven (7) hours and thirty-five (35) hours respectively.
4. In all cases start and quit times will be on the half hour to facilitate timekeeping.
5. All employees must take a lunch break of not less than thirty (30) minutes nor more than two (2) hours. Lunch breaks must be in thirty (30) minute increments. An employee who wishes to take a thirty (30) minute lunch break for the purpose of shortening a work day or accumulating compensatory time must obtain prior management approval. **The Program and/or Compensatory Time** does not allow an employee to work continuously with no lunch break or rest periods in order to shorten the work day or to accumulate compensatory time.
6. Provisions to the Collective Agreement concerning hours of work, overtime, and meal allowances will be set aside and not apply to ~~participation in~~ **The Program and Compensatory Time**. However, it is important to note that ~~this~~ **The Program and Compensatory Time** does not preclude authorized overtime as defined in the Collective Agreement.
7. The Flexible Work Schedule Program ~~Guidelines~~ **Guidelines and Compensatory Time Guidelines** and the application of ~~the Program~~ **each** may be amended from time to time through mutual agreement of the Parties.

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Flexible Work Schedule Program (The Program) Guidelines

- 8. Management approval is required for any participation by an employee in **The Program**. Any specific work schedule within the guidelines of **The Program** must be approved by the appropriate manager in advance. Management in all Departments will fairly and reasonably consider all requests ~~for participation in~~ and no request will be denied except as provided for in Point 1.

Management reserves the right to withdraw approval of a flex time schedule if the guidelines or work schedule are not adhered to or there is a negative public service impact.

- 9. The normal core working hours are 10:00 a.m. to 3:00 p.m., Monday to Friday (with limited exceptions) and during this period any employee scheduled to be at work must be at work except for the lunch break. In certain areas, a different core period may be determined to be more efficient.

The normal bandwidth period is 7:00 a.m. to 6:00 p.m.

- 10. Normally an employee must establish a work schedule on a bi-weekly or longer basis and obtain prior managerial approval. Amendments to the schedule must be approved in the same manner.
- 11. Regardless of any pre-approved work schedule an authorized absence such as sick leave credits, vacation, jury duty, bereavement leave, leave for Union business, etc., will be equal to seven (7) hours.
- 12. Should Management require an employee to work outside the hours of the pre-approved flexible work schedule it will be considered overtime as defined in the Collective Agreement.

Compensatory Time Guidelines

- 13. Equal and compensatory time off may be accumulated to a maximum of thirty-five (35) hours at any time. Normally compensatory time may be taken to a maximum of seven (7) hours at a time in any two (2) consecutive weeks. Compensatory time in excess of seven (7) hours at a time, may be permitted with managerial approval. Such time off requires managerial approval subject to the staffing requirements. Also, compensatory time off will be scheduled equitably amongst employees.

Should an employee have five (5) days accumulated the employee must use some compensatory time before accumulating any further time.

- 14. Normally an employee may work no more than nine (9) hours in a day or forty (40) hours in a week.

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15. Hours worked in excess of seven (7) per day and equal compensatory time off will be recorded utilizing the current payroll system.

16. No employee will receive cash in lieu of compensatory time.

This agreement was ratified on the ____ day of _____, on behalf of the Parties.

FOR THE UNION:

President, C.U.P.E. Local 101

FOR THE CORPORATION:

Chief Human Resources Officer

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LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON
(The Employer)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101
(The Union)**

Re: Terms of Dedicated Presidency for Local 101

The following terms apply for the duration of the Collective Agreement and are renewable by mutual agreement.

1. The President of the Local shall be deemed to be dedicated (i.e., full-time) in the capacity as President, and shall receive pay for 1827 hours per annum inclusive of all vacation, bereavement, statutory holidays and any other paid leave. In the event of strike or lockout, pay shall cease for the period of strike or lock out.
2. The President shall be paid at the salary rate of their position per Schedule A of the Collective Agreement.
3. The employer may backfill for the position held by the President on a temporary basis, while the individual is appointed as President, and fill any vacancy so created on the same temporary basis. If an employee elected as President is not re-elected to the office, or for any other reason ceases to be President, that employee shall be returned to the position formerly held at the conclusion of the term of office, as shall any employee appointed to replace on a temporary basis in accordance with the Collective Agreement.
4. The President ~~shall not be entitled to~~ **may** apply for any posted vacancies. **If the President is the successful applicant his/her salary rate and level will reflect the new level as per Schedule A of the Collective Agreement effective the date of appointment to the new position.**

~~In the event of a layoff, and in the event that the position held by the President is displaced, the President shall continue to be paid at the rate of pay identified in section 3 above during the term as President. In addition, should the position held by the President be displaced, the President will be entitled to "bump" in accordance with Article 28.3 or may apply and be appointed to one (1) vacancy and his/her salary rate and level will reflect the new level as per Schedule A of the Collective Agreement once the President's current term in office ends effective the date of the appointment to the new position.~~

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- 5. All insured benefits, sick leave and seniority shall continue as if the employee appointed as President had continued in the position per section 3 above. Further, the employee will not be entitled to overtime, standby or meal allowance.
- 6. The President shall continue to be deemed to be an employee of the Corporation and at work for all purposes, including WSIB. Any sickness or injury shall be reported immediately to the delegated Manager III, Employment & Labour Relations. It is specifically noted that the Parties agree that the Union is deemed to be the employer for all purposes, including WSIB when the President is engaged in any activities not related to the negotiation or administration of the Collective Agreement between the City of London and CUPE, Local 101.
- ~~7. The Corporation shall provide the President with a cellular telephone and the President shall be accessible via this phone to the Corporation during normal working hours. The Corporation shall pay for the phone the annual activation fee, the voice mail option and the monthly cost of the phone plan, with the Local reimbursing the Corporation fifteen dollars (\$15.00) per month plus the cost of any long distance calls not related to City of London business. The Local will remit these funds quarterly.~~

This agreement was ratified on the 20th day of December 2010, on behalf of the Parties.

FOR THE UNION:

President, C.U.P.E. Local 101

FOR THE CORPORATION:

Chief Human Resources Officer

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LETTER OF UNDERSTANDING

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101
(the "Union")
AND**

**THE CORPORATION OF THE CITY OF LONDON
(the "Corporation")**

Re: Excess Hours of Work Agreement

WHEREAS the Employment Standards Act, 2000 requires that the parties have a written agreement regarding hours worked in excess of forty-eight (48) hours per week:

NOW THEREFORE the parties agree as follows:

1. The parties agree that Union members may work beyond their regularly scheduled workday but not to exceed thirteen (13) hours in a workday.
2. The parties agree that Union members working in the following classifications may be scheduled/requested to work by the Corporation hours in excess of forty-eight (48) hours and up to sixty (60) hours per week:

- Municipal Election Clerk
- Administrative Assistant-Financial Planning and Policy
- Treasury Management Officer
- Payroll Systems Coordinator
- Business Systems Analyst
- Hardware Services Technician
- Hardware Services Supervisor
- Water and Wastewater Control Systems Coordinator
- Technologist II
- Senior Technologist II
- Budget Clerk
- Budget Analyst
- Capital Budget Officer
- Current Budget and Process Officer
- Committee Secretary
- **Senior Accounting Clerk**
- **Financial Services Supervisor**
- **Financial Systems Analyst**

3. The parties acknowledge and agree that scheduling or requests by the Corporation to work hours in excess of forty-eight (48) hours and up to sixty (60) hours per week will be in accordance with the Collective

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Agreement between the Union and the Corporation as well as any applicable legislation. Should the provision(s) of the Collective Agreement and this Agreement conflict; the provisions of the Collective Agreement shall prevail.

4. The parties agree that this Agreement will be effective upon execution, but its implementation will be subject to the approval of the Director, Employment Standards or as otherwise provided in the Employment Standards Act, 2000.
5. Either party may revoke this Agreement upon the provision of ninety (90) calendar day's written notice.

This agreement was ratified on the 20th day of December 2010, on behalf of the Parties.

FOR THE UNION

FOR THE EMPLOYER

President, C.U.P.E. Local 101

Chief Human Resources Officer

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Appendix Agreement "1"

- renew and update - Parties will provide a list of names during the course of negotiations.

Appendix Agreement "2"

- renew and update

Appendix Agreement "3"

- renew

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APPENDIX "B"

NOTICES

To the extent that any contrary practice and/or representations may exist, the Corporation hereby notifies the Union that it intends to apply the wording of the New Collective Agreement regarding the articles listed below:

- Article 12.6 - Vacation Planning – the collective agreement language will be followed regarding vacation requests and vacation planning. Seniority will not be considered for requests submitted after April 1 or October 1.
- Article 11.1 - Employees on STD and LTD – the collective agreement language will be followed regarding paid holiday top up. This will include lieu days and the requirement that the employee return to work.
- Article 6.2 - Probationary Period - the collective agreement language will be followed regarding "employee has worked 65 days"
- Article 8.3 - Trial period - the collective agreement language will be followed regarding "65 days worked"
- Article 13.2 (a) (ii) – Earning of Sick Time – collective agreement will be followed.
- Article 14.5 - WSIB Top Up - the collective agreement language will be followed including the provision *"Effective June 1, 1987, for new workers' compensation claims, where employees are absent as a result of an accident while at work, or illness inherent to occupation, and, as a result, is receiving workers' compensation, as awarded by the workers' compensation board, they shall be paid by the Corporation the difference between their regular net pay as calculated by the workers' compensation board and the board's award and the employees shall be paid such amount for the period of the award or until such time and the employee ceases to draw salary from the Corporation."*
- LOU - Flexible Work Schedule and Compensatory Time Off - the collective agreement language will be followed as it relates to approval for a flexible work schedule or to earn compensatory time as well as approvals regarding how compensatory time is taken outlined in paragraphs 3, 8, 9, 10, and 13 of the Letter of Understanding.

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APPENDIX "C"

10.1(a) A normal work week shall be thirty-five (35) hours consisting of five (5) seven (7) hour normal work days (Monday to Friday) commencing at 8:30 a.m. and ending at 4:30 p.m. with one (1) hour off for lunch. Lunch hours may be on a staggered basis as arranged by the Executive Director, or the appropriate Management supervisor provided, except in cases of emergency, no employee's lunch hour shall commence earlier than 11:30 a.m. or later than 1:30 p.m.

10.2 (a) As used in this Article, the expression "shift" shall mean any eight (8) hour period made up of seven (7) working hours and one (1) hour off for lunch, for any consecutive five (5) day period, Monday to Friday other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences. For the purpose of this Agreement, only the following jobs are to be scheduled on such shifts:

- Supply Clerk
- Inventory Control Clerk
- Provincial Offences Officers

The Supply Clerk may be required to work a split shift only under extenuating circumstances and not to exceed seven (7) hours per day. The Supply Clerk will be paid double (2x) the applicable shift premium when required to work a split shift.

(b) A "shift" for the Facilities Services Custodial or Maintenance Staff ~~under the direction of the City Engineer~~ shall mean any seven and one half (7½) hour period made up of seven (7) working hours and one half (½) hour off for lunch, for any consecutive five (5) day period, Monday to Friday, other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences.

10.4 (a) An employee who is required to work a shift shall be paid in addition to their normal rate a shift premium of one dollar and twenty cents (\$1.20) for each hour worked but not for absence from work by reason of illness.

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- (b) In addition to the shift premium referred to in part (a), a weekend premium of one dollar (\$1.00) per hour in addition to the employee's normal rate of pay for all regular hours worked between midnight Friday and midnight Sunday to employees referred to in Article 10.2(c) of this Agreement, but not for absence from work by reason of illness.

10.5 The expression "overtime" shall mean any period of time worked outside a normal work day or shift, or outside thirty-five (35) hours in any calendar week, but not both, and shall not include call out under Article 10.9. Where practical, overtime opportunities will be offered on as equitable basis as possible within job classification, work area and work assignment.

10.6 (a) Any employee who is required to work overtime or on a holiday, as the case may be, shall be paid as follows:

- (i) On a normal work day or shift day (Monday to Saturday) - time and one-half (1½ x).
- (ii) On a regularly scheduled day off (except Saturday) - double time (2 x).
- (iii) On a Sunday - double time (2 x).
- (iv) On a holiday - double time (2 x) in addition to holiday pay.

(b) No employee shall receive both overtime payment and shift premium for the same hours worked.

(c) No employee shall be laid off work in any week merely for the reason that they have worked overtime.

10.11 Employees shall be entitled to a fifteen (15) minute break period in the forenoon and in the afternoon or in each half of each shift, as the case may be.

10.12 Employees who are on stand-by shall be paid while on stand-by at the regular rate of pay for the following hours:

- two (2) hours for each of Saturday and Sunday.
- four (4) hours for each of the holidays in Article 11.
- one (1) hour for each evening (evening being defined as all of the period of time from the cessation of normal working hours on one (1) day to 8:30 am. on the following day) other than a Saturday, a Sunday or a holiday evening.

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ARTICLE 13 - HOURS OF WORK**

Except as otherwise provided for in this Agreement, the normal work week and the normal work day shall be as follows:

13.01 Normal Work Week

- (a) Forty (40) Hour Employees:

Five (5) days, Monday to Friday inclusive, eight (8) hours per day, totalling forty (40) hours per week.

- (b) Thirty-six and one quarter (36¼) Hour Employees:

Five (5) days Monday to Friday inclusive, seven and one-quarter (7¼) hours per day, totalling thirty-six and one-quarter (36¼) hours per week.

13.02 Normal Work Day

- (a) Forty (40) Hour Employees:

Eight (8) hours between 7:30 AM and 4:00 PM, including a one-half (½) hour lunch period.

- (b) Thirty-six and one quarter (36¼) Hour Employees:

Seven and one-quarter (7¼) hours to be scheduled between 8:15 AM and 4:30 PM, including a one-half (½) hour or one (1) hour lunch period as determined by the department manager.

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LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101

(The Union)

Re: Letter of Understanding – Shift Utilities Communications Coordinator

Both Parties agree to the change of hours of work for the Shift Utilities Communications Coordinator with the following conditions:

1. The hours of work will be 10:00 a.m. to 5:30 p.m. with a half (½) hour for lunch. The hours of work will be Monday to Friday, seven (7) hours per day, thirty-five (35) hours per week. Any change to these hours of work must first be reviewed and approved by the bargaining executive, before implementation.
2. Shift premium will be paid in accordance with Article 10.4 of the Collective Agreement.
3. The incumbent in this position may be required to work a seven (7) hour day shift for training and vacation/sick relief purposes. Reasonable notice will be given in those situations.

This Letter of Understanding will be in place until the terms of a new Collective Agreement has been negotiated.

This agreement was ratified on the 20th day of December 2010, on behalf of the Parties.

FOR THE UNION:

Shelley Navaroli,
President, C.U.P.E. Local 101

FOR THE CORPORATION:

Veronica McAlea Major,
Chief Human Resources Officer

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LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101
(hereinafter called Local 101)

AND

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called The City or The Corporation)

Re: Flexible Work Schedule Program and Compensatory Time Guidelines

1. Adequate staffing must be maintained in all work areas in order to maintain the highest possible level of public service. **The Program Flexible Work Schedule Program ("The Program") and Compensatory Time** may not be available in all work areas.
2. Participation is voluntary for all employees.
3. A complete normal work day and work week will consist of seven (7) hours and thirty-five (35) hours respectively.
4. In all cases start and quit times will be on the **hour or** half hour to facilitate timekeeping.
5. All employees must take a lunch break of not less than thirty (30) minutes nor more than two (2) hours. Lunch breaks must be in thirty (30) minute increments. An employee who wishes to take a thirty (30) minute lunch break for the purpose of shortening a work day or accumulating compensatory time must obtain prior management approval. **The Program and/or Compensatory Time** does not allow an employee to work continuously with no lunch break or rest periods in order to shorten the work day or to accumulate compensatory time.
6. Provisions to the Collective Agreement concerning hours of work, overtime, and meal allowances will be set aside and not apply to ~~participation in~~ **The Program and Compensatory Time**. However, it is important to note that ~~this~~ **The Program and Compensatory Time** does not preclude authorized overtime as defined in the Collective Agreement.
7. The Flexible Work Schedule Program **Guidelines and Compensatory Time Guidelines** and the application of ~~the Program~~ **each** may be amended from time

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to time through mutual agreement of the Parties.

Flexible Work Schedule Program (The Program) Guidelines

8. Management approval is required for any participation by an employee in **The Program**. Any specific work schedule within the guidelines of **The Program** must be approved by the appropriate manager in advance. Management in all Departments will fairly and reasonably consider all requests ~~for participation in~~ and no request will be denied except as provided for in Point 1.

Management reserves the right to withdraw approval of a flex time schedule if the guidelines or work schedule are not adhered to or there is a negative public service impact.

- 9 The normal core working hours are 10:00 a.m. to 3:00 p.m., Monday to Friday (with limited exceptions) and during this period any employee scheduled to be at work must be at work except for the lunch break. In certain areas, a different core period may be determined to be more efficient.

The normal bandwidth period is 7:00 a.m. to 6:00 p.m.

10. Normally an employee must establish a work schedule on a bi-weekly or longer basis and obtain prior managerial approval. Amendments to the schedule must be approved in the same manner.
11. Regardless of any pre-approved work schedule an authorized absence such as sick leave credits, vacation, jury duty, bereavement leave, leave for Union business, etc., will be equal to seven (7) hours.
12. Should Management require an employee to work outside the hours of the pre-approved flexible work schedule it will be considered overtime as defined in the Collective Agreement.

Compensatory Time Guidelines

13. Equal and compensatory time off may be accumulated to a maximum of thirty-five (35) hours at any time. Normally compensatory time may be taken to a maximum of seven (7) hours at a time in any two (2) consecutive weeks. Compensatory time in excess of seven (7) hours at a time, may be permitted with managerial approval. Such time off requires managerial approval subject to the staffing requirements. Also, compensatory time off will be scheduled equitably amongst employees.

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Should an employee have five (5) days accumulated the employee must use some compensatory time before accumulating any further time.

14. Normally an employee may work no more than nine (9) hours in a day or forty (40) hours in a week.
15. Hours worked in excess of seven (7) per day and equal compensatory time off will be recorded utilizing the current payroll system.
16. No employee will receive cash in lieu of compensatory time.

This agreement was ratified on the ____ day of _____, on behalf of the Parties.

FOR THE UNION:

President, C.U.P.E. Local 101

FOR THE CORPORATION:

Chief Human Resources Officer

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