

Court File No. CV-22-00684908-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**MICHAEL HEYNSBROEK, JASON BLANCHARD, VALERIE
D'AMBROSIO, ANDREA DEWHURST, ADAM FEVREAU, JASEN
GANNON, PAUL GIROUX, VERA GORICA, KIMBERLEY HAMM,
JOSHUA KONOPASKY, DELILAH LIBURDI, MELISSA MARLEIN,
DENISE MORAND, BRANDY ROBERT, NATALIE SEAL, PAUL
ZETTEL, CRAIG PATTERSON, JOHN JOURNEAY, FLORIN BELCIUG,
JANE DOE, WENDY ANGIONE, DOMINIQUE SCHILLER, JEAN MARC
SMITH, ISAM BASHIR, JESSE MICELI, YOUSOUF MUHAMMAD and
JANE DOE II et al.**

Plaintiff/Responding Party

- and -

THE CORPORATION OF THE CITY OF WINDSOR

Defendant/Moving Party

**MOTION RECORD OF THE MOVING PARTY
(MOTION TO DISMISS)**

February 21, 2023

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MICHAEL HEINSBROEK, et al.

(Plaintiff/Responding Party)

-and-

THE CORPORATION OF THE CITY OF WINDSOR

(Defendant/Moving Party)

Court File No./N° du dossier du greffe : CV-22-00684908-0000

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Plaintiff/Responding Parties

- and -

THE CORPORATION OF THE CITY OF WINDSOR

Defendant/Moving Party

NOTICE OF MOTION

The Defendant will make a motion to the Judge on **Monday, May 1, 2023** at the
court house, 330 University Avenue, Toronto, ON M5G 1R7.

PROPOSED METHOD OF HEARING: The motion is to be heard

- ☐ In writing under subrule 37.12.1(1) because it is on consent;
- ☐ In writing as an opposed motion under subrule 37.12.1(4);
- ☐ In person;
- ☐ By telephone conference;

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[X] By video conference.

THE MOTION IS FOR

1. An Order dismissing this Action with costs; and
2. Such further and other Relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE

(i) Lack of Jurisdiction

1. As explained below, the Court lacks jurisdiction over this Action because exclusive jurisdiction rests with the Ontario labour arbitration regime.
2. The Plaintiffs commenced the Action by way of a Notice of Action served on or about August 2, 2022. The Statement of Claim was served on or about August 16, 2022. An Amended Statement of Claim was served on or about February 5, 2023.
3. In the Amended Statement of Claim, the Plaintiffs alleged, *inter alia*, that they were either terminated or forced to resign from employment with the Defendant, the Corporation of the City of Windsor (the “City”) due to their failure to comply with the City’s mandatory Vaccination Policy (the “Policy”).
4. The Plaintiffs seek the following damages:
 - (i) A declaration that the Plaintiffs’ rights under section 7 and section 15 of the *Canadian Charter of Rights and Freedoms* (the “*Charter*”) have been violated by the City in a manner that is not reasonable and justified in a free and democratic society;

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- (ii) A declaration that the Plaintiffs' section 7 and section 15 *Charter* rights have been violated by the City in a manner that is not reasonable and justified in a free and democratic society;
- (iii) General damages for violation of the Plaintiffs' section 7 and section 15 *Charter* rights in the amount of \$250,000 per Plaintiff;
- (iv) Special damages to be determined for each Plaintiff;
- (v) Punitive and exemplary damages in the total amount of \$1,000 per day per Plaintiff beginning March 01, 2022;
- (vi) Aggravated damages for mental distress in the amount of \$50,000 per Plaintiff or in such other amount as is determined by this Honourable Court;
- (vii) Costs; and
- (viii) Prejudgment interest.

5. Twenty-four of the twenty-eight Plaintiffs named in the Amended Statement of Claim were employed with the City in a position within one of six unions or associations.

6. Specifically, these twenty-four Plaintiffs were members of the following unions or associations:

- (i) Canadian Union of Public Service Employees ("CUPE"), Local 543: Michael Heynesbroek, Andrea Dewhurst, Adam Fevreau, Jasen Gannon, Vera Gorcia, Kimberley Hamm, Delilah Liburdi, Melissa Marlein, Denise Morand, Brandy

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Robert, Paul Zettel, Jean Marc Smith, Jesse Miceli, Priscilla Buck, Dominique Schiller, and Jane Doe II;

- (ii) CUPE, Local 82: Youssouf Muhammad;
- (iii) Windsor Professional Fire Fighters' Association ("WPFPA"): Jason Blanchard, Joshua Konopasky, Natalie Seal, and Jane Doe;
- (iv) Automated Transit Union ("ATU"), Local 616: Isam Bashir;
- (v) Ontario Nurses' Association ("ONA"), Local 8: Wendy Angione;
- (vi) Canadian Association of Non-Union Employees ("CANUE"): Paul Giroux.¹

7. The remaining four Plaintiffs named in the Amended Statement of Claim were employed by a separate corporate entity, ENWIN Utilities Ltd. ("ENWIN") and were not employed by the City. Specifically, these four Plaintiffs were employed with ENWIN in unionized positions within the International Brotherhood of Electrical Workers ("IBEW"), Local 636:

- (i) Valerie D'Amborsio;
- (ii) Craig Patterson;
- (iii) John Journeay; and
- (iv) Florin Belciug.

8. Pursuant to the Ontario *Labour Relations Act*, 1995, S.O. 1995, c. 1, Sched. A (the "LRA"), and established Supreme Court of Canada jurisprudence, labour

¹ CANUE is an association, and is not a "trade union" under the Ontario *Labour Relations Act*, 1995, S.O. 1995, c.1, Sched. A.

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arbitrators have exclusive jurisdiction over any dispute which arises, expressly or implicitly, from a collective agreement, including those that raise claims under the Constitution or the *Charter*. A dispute arises from a collective agreement when its “essential character” concerns a subject matter within the ambit of the collective agreement, viewed broadly. The nature of the dispute is assessed according to its essential character, and not according to how the dispute has been characterized in a Statement of Claim.

9. Courts do not have overlapping or concurrent jurisdiction with a labour arbitrator. If a dispute is within the jurisdiction of a labour arbitrator and the provincial labour relations regime, then the Court has no jurisdiction to consider it.

10. All of the Plaintiffs in this Action are, or were, unionized employees.² The dispute in this Action (regardless of how the claims are framed or characterized in the Statement of Claim) relate directly or inferentially to the interpretation, application and administration of the collective agreement at issue and in particular, the City’s management right to implement workplace policies (including the Policy) and to discipline and terminate their employees. These matters relating to suspension and termination and more broadly to management rights including policy-making, are squarely within the ambit of the collective agreements, under which the above-mentioned unions are the sole and exclusive bargaining agents representing the Plaintiffs.

11. Furthermore, labour arbitrators have the jurisdiction to provide remedies to the Plaintiffs and in particular, have the jurisdiction to interpret and apply the *Charter*.

12. The resolution of the dispute at issue in the Action therefore falls within the exclusive domain of the grievance arbitration process. Accordingly, the Plaintiffs’ claims against the City are within the exclusive jurisdiction of the labour relations regime, and this Court has no jurisdiction over the subject matter of the Action.

² Other than the Plaintiff Paul Giroux, who was a member of CANUE.

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13. Moreover, a number of the Plaintiffs are or were involved in grievance proceedings pursuant to their respective collective agreements in relation to matters related to the claims in this Action. Therefore, in addition to the jurisdictional issue raised above, this Action as it relates to those Plaintiffs should be dismissed on the grounds of res judicata, issue estoppel, and/or abuse of process.

(ii) Abuse of Process

14. This Action should also be struck because it is an abuse of the court's process.

15. The doctrine of abuse of process is flexible and discretionary, and engages the Court's inherent power to prevent the misuse of its procedure in a way that would be manifestly unfair to any party to an Action.

16. The issues raised in this Action have already been raised by a number of the Plaintiffs at various labour arbitration proceedings. It is not open to these Plaintiffs to attempt to re-litigate claims which are being (or have already been) adjudicated in another forum. If this Claim is actionable (which the City denies), these issues have already been litigated and the doctrine of res judicata/ issue estoppel must apply.

17. On these grounds, the Action represents an abuse of process and must be dismissed.

(iii) No reasonable Cause of Action

18. The Amended Statement of Claim fails to disclose a reasonable cause of action as against the Defendant.

Rules and Statutes

19. Rule 21.01(1)(b), 21.01(3)(a), 21.01(3)(d), and 25.11 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

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20. Sections 48(1) and 114 of the *Labour Relations Act*, 1995, S.O. 1995, c.1
Sch. A.

21. Such further and other grounds as counsel may advise and this
Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the
motion:

1. All pleadings in this matter;
2. Affidavit of Norbert Wolf and exhibits attached hereto; and
3. Such further and other evidence as the lawyers may advise and this Honourable
Court may permit.

February 21, 2023

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THE CORPORATION OF THE CITY OF WINDSOR

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Plaintiff

- and -

THE CORPORATION OF THE CITY OF WINDSOR

Defendants

AFFIDAVIT

I, Norbert Wolf, of the City of Windsor, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the Manager of Employee Relations at the Corporation of the City of Windsor (the "City"). I have personal knowledge of the matters deposed to in this Affidavit except where the same are stated to be made on information and belief, and with respect to such matters, I believe the same to be true.

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2. The City was served a Notice of Action on or about August 2, 2022. The City was then served a Statement of Claim on or about August 16, 2022. An Amended Statement of Claim was served on or about February 5, 2023 which is attached as **Exhibit "A"**. I have reviewed the Statement of Claim and the Amended Statement of Claim. This Affidavit addresses the parties and matters in the Amended Statement of Claim.

3. This Affidavit addresses each of the Plaintiffs described in the Amended Statement of Claim and their corresponding unions.

CUPE, LOCAL 543 PLAINTIFFS

(i) Background

4. The Canadian Union of Public Employees, Local 543 ("CUPE, Local 543") is a trade union representing public sector employees in the province of Ontario.

5. The Defendant, the Corporation of the City of Windsor (the "City") and CUPE, Local 543 are parties to a Collective Agreement. A copy of the Collective Agreement is attached as **Exhibit "B"**.

6. Out of the twenty-eight Plaintiffs named in the Amended Statement of Claim, the following 16 Plaintiffs ("CUPE, Local 543 Plaintiffs") were, at all material times during their employment with the City, members of the CUPE, Local 543 bargaining unit which represents inside public sector at the City of Windsor:

- (i) Michael Heynsbroek;
- (ii) Andrea Dewhurst;
- (iii) Adam Fevreau;
- (iv) Jasen Gannon;
- (v) Vera Gorica;

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- (vi) Kimberley Hamm;
- (vii) Delilah Liburdi;
- (viii) Melissa Marlein;
- (ix) Denise Morand;
- (x) Brandy Robert;
- (xi) Paul Zettel;
- (xii) Jean Marc Smith;
- (xiii) Jesse Miceli;
- (xiv) Priscilla Buck;
- (xv) Dominique Schiller; and
- (xvi) Jane Doe II.

7. Michael Heynsbroek began his employment with the City on or about July 16, 2001 and at all material times was a member of CUPE, Local 543. Heynsbroek was employed as an Analyst Programmer in the IT Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Heynsbroek was subsequently terminated due to his failure to comply with the City's mandatory Vaccination Policy (the "Policy") on January 4, 2022. A copy of the Policy is attached at **Exhibit "C"**. A copy of the termination letter is attached at **Exhibit "D"**. CUPE, Local 543 grieved the termination on behalf of Heynsbroek. A copy of the grievance is attached at **Exhibit "E"**. After the Policy was revoked in November 2022, the City offered to reinstate Heynsbroek to his position of Analyst Programmer. A copy of the reinstatement letter is attached at **Exhibit "F"**. Heynsbroek accepted this offer and returned to work in the role of Analyst Programmer with the City on January 23, 2023. Heynsbroek remains a member of CUPE, Local 543.

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8. Andrea Dewhurst began her employment with the City on or about July 4, 2017 and at all material times was a member of CUPE, Local 543. Dewhurst was employed as an Early Childhood Educator in the Ontario Early Years Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543.. Dewhurst was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "G"**. CUPE, Local 543 grieved the termination on behalf of Dewhurst. A copy of the grievance is attached at **Exhibit "H"**. After the Policy was revoked in November 2022, the City offered to reinstate Dewhurst to her position of Early Childhood Educator. A copy of the reinstatement letter is attached at **Exhibit "I"**. Dewhurst declined the offer. A copy of the issued letter confirming abandonment of employment is attached at **Exhibit "J"**.

9. Adam Fevreau began his employment with the City on or about September 11, 2000 and at all material times was a member of CUPE, Local 543. Fevreau was employed as a P.C. Support Analyst in the IT – End User Support Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Fevreau was subsequently terminated due to his failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "K"**. CUPE, Local 543 grieved the termination on behalf of Fevreau. A copy of the grievance is attached at **Exhibit "L"**. As of the date of this Affidavit, the City has offered to reinstate Fevreau to his position as a P.C. Support Analyst and are currently waiting on Fevreau to return a completed Functional Abilities Form.

10. Jasen Gannon began his employment with the City on or about October 29, 2018 and at all material times was a member of CUPE, Local 543. Gannon was employed as a Data Analyst within the Customer Service Department which is a unionized position within the Defendant's Collective Agreement with CUPE. Gannon was subsequently terminated due to his failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "M"**. CUPE, Local 543 grieved the termination on behalf of Gannon. A copy of the grievance is attached at **Exhibit "N"**. After the Policy was revoked in November 2022, the City offered to

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reinstate Gannon to his position of Data Analyst. A copy of the reinstatement letter is attached at **Exhibit "O"**. Gannon accepted this offer and returned to work in the role of Data Analyst with the City on January 23, 2023. Gannon remains a member of CUPE, Local 543.

11. Vera Gorica began her employment with the City on or about February 3, 2014 and at all material times was a member of CUPE, Local 543. Gorica was employed as a Recreation Centre Clerk within the WFCU Centre which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Gorica was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "P"**. CUPE, Local 543 grieved the termination on behalf of Gorica. A copy of the grievance is attached at **Exhibit "Q"**. After the Policy was revoked in November 2022, the City offered to reinstate Gorica to her position of Recreation Centre Clerk. A copy of the reinstatement letter is attached at **Exhibit "R"**. Gorica has not accepted this offer as of the date of this Affidavit.

12. Kimberley Hamm began her employment with the City on or about April 27, 1992 and at all material times was a member of CUPE, Local 543. Hamm was employed as a Clerk in the OW – Leamington Office which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543.. Hamm was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "S"**. CUPE, Local 543 grieved the termination on behalf of Hamm. A copy of the grievance is attached at **Exhibit "T"**. The Union withdrew the Grievance on February 16, 2022. A copy of this correspondence is attached at **Exhibit "U"**. After the Policy was revoked in November 2022, the City offered to reinstate Hamm to her position of Clerk. A copy of the reinstatement letter is attached at **Exhibit "V"**. Hamm declined the offer. A copy of the issued letter confirming abandonment of employment is attached at **Exhibit "W"**.

13. Delilah Liburdi began her employment with the City on or about July 12, 2017 and at all material times was a member of CUPE, Local 543. Liburdi was

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employed as a Data Analyst in the Customer Service Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Liburdi was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "X"**. CUPE, Local 543 grieved the termination on behalf of Liburdi. A copy of the grievance is attached at **Exhibit "Y"**. After the Policy was revoked in November 2022, the City offered to reinstate Liburdi to her position of Data Analyst. A copy of the reinstatement letter is attached at **Exhibit "Z"**. Liburdi has not accepted this offer as of the date of this Affidavit.

14. Melissa Marlein began her employment with the City on or about September 9, 2003 and at all material times was a member of CUPE, Local 543. Marlein was employed as a Personal Support Worker in the Dietary Department of Huron Lodge which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Marlein was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "AA"**. CUPE, Local 543 grieved the termination on behalf of Marlein. A copy of the grievance is attached at **Exhibit "BB"**. After the Policy was revoked in November 2022, the City offered to reinstate Marlein to her position of Personal Support Worker. A copy of the reinstatement letter is attached at **Exhibit "CC"**. Marlein declined the offer.

15. Denise Morand began her employment with the City on or about December 14, 1987 and at all material times was a member of CUPE, Local 543. Morand was employed as a Clerk Junior (Team) within the Customer Service Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Morand was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "DD"**. CUPE, Local 543 grieved the termination on behalf of Morand. A copy of the grievance is attached at **Exhibit "EE"**. After the Policy was revoked in November 2022, the City offered to reinstate Morand to her position of Clerk Junior (Team). A copy of the reinstatement letter is attached at **Exhibit "FF"**. Morand declined the offer.

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16. Brandy Robert began their employment with the City on or about July 28, 2003 and at all material times was a member of CUPE, Local 543. Robert was employed as a P & R Data Clerk in the Parks, Recreation & Culture & Facilities Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Robert was subsequently terminated due to their failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "GG"**. CUPE, Local 543 grieved the termination on behalf of Robert. A copy of the grievance is attached at **Exhibit "HH"**. After the Policy was revoked in November 2022, the City offered to reinstate Robert to their position of P & R Data Clerk. A copy of the reinstatement letter is attached at **Exhibit "II"**. Robert has not accepted this offer as of the date of this Affidavit.

17. Paul Zettel began his employment with the City on or about April 4, 2016 and at all material times was a member of CUPE, Local 543. Zettel was employed as an Operating Engineer 4th Class in the Facilities Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Zettel was subsequently terminated due to his failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "JJ"**. CUPE, Local 543 grieved the termination on behalf of Zettel. A copy of the grievance is attached at **Exhibit "KK"**. After the Policy was revoked in November 2022, the City offered to reinstate Zettel to his position of Operating Engineer 4th Class. A copy of the reinstatement letter is attached at **Exhibit "LL"**. Zettel accepted this offer and returned to work in the role of Operating Engineer 4th Class with the City on January 23, 2023. Zettel remains a member of CUPE, Local 543.

18. Jean Marc Smith began his employment with the City on or about August 26, 2002 and at all material times was a member of CUPE, Local 543. Smith was employed as a Maintenance-Technical Support Person in the Housing & Children's Services Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Smith was subsequently terminated due to his failure to comply with the Policy on January 4, 2022. A copy of the termination letter is

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attached at **Exhibit “MM”**. CUPE, Local 543 grieved the termination on behalf of Smith. A copy of the grievance is attached at **Exhibit “NN”**. After the Policy was revoked in November 2022, the City offered to reinstate Smith to his position of Maintenance-Technical Support Person. A copy of the reinstatement letter is attached at **Exhibit “OO”**. As of the date of this affidavit, Smith has not returned to work however Smith and the City are in the process of arranging his retirement.

19. Giacinto “Jesse” Miceli began his employment with the City on or about May 27, 2014 and at all material times was a member of CUPE, Local 543. Miceli was employed as Caretaker within the Facilities Department which is a unionized position within the Defendant’s Collective Agreement with CUPE, Local 543. Miceli was subsequently terminated due to his failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit “PP”**. CUPE, Local 543 grieved the termination on behalf of Miceli. A copy of the grievance is attached at **Exhibit “QQ”**. After the Policy was revoked in November 2022, the City offered to reinstate Miceli to his position of Caretaker. A copy of the reinstatement letter is attached at **Exhibit “RR”**. Miceli accepted this offer and returned to work in the role of Caretaker with the City on January 23, 2023. Miceli remains a member of CUPE, Local 543.

20. Priscilla Buck began her employment with the City on or about September 22, 2015 and at all material times was a member of CUPE, Local 543. Buck was employed as a Facility Attendant in the Aquatics Department which is a unionized position within the Defendant’s Collective Agreement with CUPE, Local 543. Buck was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit “SS”**. CUPE, Local 543 grieved the termination on behalf of Buck. A copy of the grievance is attached at **Exhibit “TT”**. After the Policy was revoked in November 2022, the City offered to reinstate Buck to her position of Facility Attendant. A copy of the reinstatement letter is attached at **Exhibit “UU”**. Buck accepted this offer and returned to work in the role of Facility Attendant with the City on January 23, 2023. Buck remains a member of CUPE, Local 543.

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21. Dominique Schiller began her employment with the City on June 23, 2019 and at all material times was a member of CUPE, Local 543. Schiller was employed as Ontario Works Caseworker in the Policy & Staff Development Department which is a unionized position within the Defendant's Collective Agreement with CUPE, Local 543. Schiller was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "VV"**. CUPE, Local 543 grieved the termination on behalf of Schiller. A copy of the grievance is attached at **Exhibit "WW"**. After the Policy was revoked in November 2022, the City offered to reinstate Schiller to her position of Ontario Works Caseworker. A copy of the reinstatement letter is attached at **Exhibit "XX"**. Schiller declined the offer. A copy of the issued letter confirming abandonment of employment is attached at **Exhibit "YY"**.

22. The Plaintiff Jane Doe II claims to be a Personal Support Worker at Huron Lodge at the City of Windsor. Personal Support Workers are covered under the CUPE Local 543 Collective Agreement. If Jane Doe II was employed as a Personal Support Worker, she would have been a member of CUPE, Local 543 during her time as an employee of the City.

23. The Amended Statement of Claim refers to the fact that the reinstatement letters were sent to the Plaintiffs directly and not to their respective unions. The reinstatement process was public knowledge and CUPE, Local 543 was made aware of the CUPE, Local 543 Plaintiffs' reinstatement. The CUPE, Local 543 President, Dave Petten, spoke to the media, the Windsor Star, regarding the reinstatement shortly after the letters were sent. A copy of the Windsor Star article is attached at **Exhibit "ZZ"**. As the CUPE, Local 543 Plaintiffs were terminated at the time the reinstatement letters were sent, they had to be sent directly to their home address and/or personal email address. There was no expectation that the letters would be sent to CUPE, Local 543 directly as opposed to the Plaintiffs. If CUPE, Local 543 was concerned with the way in which the Plaintiffs were informed of the offer of reinstatement, the union had the opportunity to grieve.

(ii) The CUPE, Local 543 Plaintiffs' Employment in the Bargaining Unit

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24. The CUPE, Local 543 Plaintiffs as described above were, at all material times, subject to the terms and conditions of the CUPE, Local 543 Collective Agreement.

25. At all material times, the CUPE, Local 543 Plaintiffs performed work within the scope of the bargaining unit as set out in the CUPE, Local 543 Collective Agreement. Article 1 of the CUPE, Local 543 Collective Agreement provides that CUPE is the sole and exclusive bargaining agent for employees such as the CUPE, Local 543 Plaintiffs. Article 1.01 of the Collective Agreement provides, in part:

1.01 The Corporation recognizes the Union as the exclusive bargaining agent for all of its employees, save and except each and every of the several classifications for employment specifically enumerated in Schedule "A" attached hereto, which Schedule "A" so attached is agreed between the Parties to be and form part of this agreement.

26. At all material times, none of the CUPE, Local 543 Plaintiffs were employed in positions excluded from the bargaining unit as per Schedule "A" of the CUPE Collective Agreement. All of the CUPE, Local 543 Plaintiffs were employed in classifications within the bargaining unit.

27. Article 2 of the Collective Agreement recognizes the Corporation's right to hire, lay-off, promote, classify, transfer any employee and to suspend or discipline and discharge any employee for just cause. Article 2 further provides that the exercise of such rights shall be subject to the right of employees or the union to lodge a grievance:

The union recognizes the right of the Corporation to hire, lay-off: promote, demote, classify or to transfer any employee, and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Corporation might have conferred upon it by any Statute from time to time. The exercise of such rights by the Corporation shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.

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28. Article 9.01B of the Collective Agreement sets out the process by which a grievance may be sent to arbitration and the mechanism by which an arbitrator will be appointed to adjudicate the grievance. This article further confirms that the decision of a Board of Arbitration within the grievance procedure shall be final and binding upon the Parties:

If the Union is not satisfied with the decision of the Chief Administrative Officer or designate in the matter of any grievance, it may be submitted to arbitration and the procedure shall be as follows:

Step 1 - The Union shall deliver a written notice to the Chief Administrative Officer or designate within ten (10) working days after receipt of the decision of the Chief Administrative Officer or designate, and within ten (10) days after the delivery of such notice shall designate an Arbitrator to act on behalf of the Union. The Corporation shall appoint its Arbitrator within fifteen (15) days after receipt of the notice to arbitrate. The two (2) Arbitrators, within five (5) days of the appointment of the second of them, shall appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within the time limit, the party lodging the grievance shall within fifteen (15) days request the Minister of Labour for Ontario in writing to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other appointee to such Board.

Step 2 – The three (3) Arbitrators shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issues raised by the grievance, and the decision of the Board shall be final and binding upon the Parties. In arriving at its decision the Board shall not change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Chief Administrative Officer or designate, or any penalty imposed upon the grievor. The Board shall also have the power to restore any wages or, as far as possible, any other rights or benefits of which the grievor may have been unjustly deprived,

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and shall have the power to make an award to implement any settlement which may be agreed upon by the Parties hereto.

29. I confirm that at all relevant times, CUPE, Local 543 and the City continued to operate under the CUPE Collective Agreement. During their employment, each of the above-mentioned Plaintiffs were subject to the CUPE, Local 543 Collective Agreement.

30. The terminations of each of the above-mentioned Plaintiffs were grieved by the Union. These grievances were consolidated and have since been referred to arbitration where they are currently proceeding through the arbitration process. A copy of the referral to arbitration is attached as **Exhibit "AAA"**. As the name of Jane Doe II is unknown, the City cannot confirm at this time whether this individual's termination was also grieved.

CUPE, LOCAL 82 PLAINTIFF

(i) Background

31. The Canadian Union of Public Employees, Local 82 ("CUPE, Local 82") is a trade union representing public sector outside workers at the City of Windsor.

32. The City and CUPE, Local 82 are parties to a Collective Agreement. A copy of the Collective Agreement is attached as **Exhibit "BBB"**.

33. Out of the twenty-eight Plaintiffs named in the Amended Statement of Claim, one Plaintiff, Youssouf Muhammad ("CUPE, Local 82 Plaintiff" or "Muhammad"), was at all material times during his employment with the City, a member of the CUPE, Local 82 bargaining unit.

34. Muhammad began his employment with the City on or about January 25, 2018 and at all material times was a member of CUPE, Local 82. Muhammad was employed as a Caretaker Pool Maintenance Operator in the Parks & Rec Department which is a unionized position within the Defendant's Collective Agreement with CUPE,

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Local 82. Muhammad was subsequently terminated due to his failure to comply with the City's mandatory Vaccination Policy (the "Policy") on January 4, 2022. A copy of the termination letter is attached at **Exhibit "CCC"**. CUPE, Local 82 grieved the termination on behalf of Muhammad. A copy of the grievance is attached at **Exhibit "DDD"**. The Union withdrew the grievance. A copy of this correspondence is attached at **Exhibit "EEE"**. As of the date of this Affidavit, Muhammad remains terminated from his employment with the City.

(ii) The CUPE, Local 82 Plaintiff's Employment in the Bargaining Unit

35. Muhammad was, at all material times, subject to the terms and conditions of the CUPE, Local 82 Collective Agreement.

36. At all material times, Muhammad performed work within the scope of the bargaining unit as set out in the CUPE, Local 82 Collective Agreement. Article 1 of the CUPE, Local 82 Collective Agreement provides that CUPE is the sole and exclusive bargaining agent for employees such as Muhammad. Article 1.01 of the Collective Agreement provides, in part:

The Corporation recognizes the Union as the exclusive bargaining agent for all employees in the Department of Public Works and the Department of Parks and Recreation, save and except office staff, foremen and those above the rank of foremen, stock control clerks, and the technical staff of the engineering division, and save and except also all employees of Parks, Recreation and Facilities who deal directly with the public in an instructional, supervisory or regulatory capacity in connection with the recreation program.

37. At all material times, Muhammad was employed in the position of Caretaker Pool Maintenance Operator, which is not an excluded position in the CUPE Collective Agreement.

38. Article 2 of the Collective Agreement recognizes the Corporation's right to hire, lay-off, promote, classify, transfer any employee and to suspend or discipline and

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discharge any employee for just cause. Article 2 further provides that the exercise of such rights shall be subject to the right of employees or the union to lodge a grievance:

The Union recognizes the right of the Corporation to hire, lay-off, promote, demote, classify or to transfer any employee, and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Corporation might have conferred upon it by any Statute from time to time.

The exercise of such rights by the Corporation shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.

39. At all material times, Article 9.01B of the Collective Agreement set out the process by which a grievance may be sent to arbitration and the mechanism by which an arbitrator will be appointed to adjudicate the grievance. This article further confirms that the decision of a Board of Arbitration within the grievance procedure shall be final and binding upon the Parties:

If the Union is not satisfied with the decision of the Chief Administrative Officer or designate in the matter of any grievance, it may be submitted to arbitration and the procedure shall be as follows:

Step 1 – The Union shall deliver a written notice to the Chief Administrative Officer or designate with a copy to the Executive Director of Human Resources within ten (10) working days after receipt of the decision of the Chief Administrative Officer or designate of its decision to proceed to arbitration. The Corporation and the Union will then discuss and mutually designate a Chairperson for the Arbitration within thirty (30) days after receipt of the notice to arbitrate. If the parties fail to agree upon a Chairperson within the timeline, unless mutually extended, the party lodging the grievance shall within fifteen (15) days request the Ministry of

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Labour for Ontario in writing to appoint a Chairperson and a copy of such request shall be forwarded to the other party.

Step 2 - The Arbitrator once selected shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issues raised by the grievance, and the decision of the Board shall be final and binding upon the Parties. In arriving at its decision the Board shall not change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Chief Administrative Officer or designate, or any penalty imposed upon the grievor. The Board shall also have the power to restore any wages or as far as possible, any other rights or benefits of which the grievor may have been unjustly deprived, and shall have the power to make an award to implement any settlement which may be agreed upon by the Parties hereto.

40. I confirm that at all relevant times, CUPE, Local 82 and the City continued to operate under the CUPE, Local 82 Collective Agreement. During his employment with the City, Muhammad was subject to the terms and conditions of the CUPE, Local 82 Collective Agreement.

WPFFA PLAINTIFFS

(i) Background

41. The Windsor Professional Firefighters Association ("WPFFA" or the "Association") is the union representing full-time Firefighters, Officers, Fire Prevention Officers, Communications Operators, Support Staff, and Administrative personnel in the City of Windsor.

42. The City and WPFFA are parties to a Collective Agreement. A copy of the Collective Agreement is attached as **Exhibit "FFF"**.

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43. Out of the twenty-eight Plaintiffs described in the Amended Statement of Claim, the following four Plaintiffs (the “WPFFA Plaintiffs”) were, at all material times during their employment with the City, members of WPFFA:

- (i) Jason Blanchard;
- (ii) Joshua Konopasky;
- (iii) Natalie Seal; and
- (iv) Jane Doe;

44. Jason Blanchard began his employment with the City on or about May 5, 2008 and at all material times was a member of WPFFA. Blanchard was employed as a Firefighter in the Fire-Rescue Department which is a unionized position within the Defendant’s Collective Agreement with WPFFA. Blanchard was subsequently terminated due to his failure to comply with the City’s mandatory Vaccination Policy (the “Policy”) on January 4, 2022. A copy of the termination letter is attached at **Exhibit “GGG”**. WPFFA grieved the termination on behalf of Blanchard. A copy of this grievance is attached at **Exhibit “HHH”**. After the Policy was revoked in November 2022, the City offered to reinstate Blanchard to his position of Firefighter. A copy of the reinstatement letter is attached at **Exhibit “III”**. Blanchard accepted this offer and returned to work in the role of Firefighter with the City on January 23, 2023. Blanchard remains a member of WPFFA.

45. Joshua Konopasky began his employment with the City on or about July 28, 2013 and at all material times was a member of WPFFA. Konopasky was employed as a Firefighter in the Fire-Rescue Department which is a unionized position within the Defendant’s Collective Agreement with WPFFA. Konopasky was subsequently terminated due to his failure to comply with the Policy. A copy of the termination letter is attached at **Exhibit “JJJ”**. WPFFA grieved the termination on behalf of Konopasky. A copy of this grievance is attached at **Exhibit “KKK”**. After the Policy was revoked in November 2022, the City offered to reinstate Konopasky to his position of Firefighter. A

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copy of the reinstatement letter is attached at **Exhibit “LLL”**. Konopasky accepted this offer and is currently on medical leave, however, he remains a member of WPPFA.

46. Natalie Seal began her employment with the City on or about September 11, 2006 and at all material times was a member of WPPFA. Seal was employed as a Firefighter in the Fire-Rescue Department which is a unionized position within the Defendant's Collective Agreement with WPPFA. Seal was subsequently terminated due to her failure to comply with the Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit “MMM”**. WPPFA grieved the termination on behalf of Seal. A copy of this grievance is attached at **Exhibit “NNN”**. After the Policy was revoked in November 2022, the City offered to reinstate Seal to her position of Firefighter. A copy of the reinstatement letter is attached at **Exhibit “OOO”**. Seal accepted this offer and returned to work in the role of Firefighter with the City on January 23, 2023. Seal remains a member of WPPFA.

47. The Plaintiff Jane Doe claims to have been employed in the role of Firefighter at the City of Windsor. Firefighters are covered under the WPPFA Collective Agreement. If Jane Doe was employed as a Firefighter, she would have been a member of WPPFA during her time as an employee of the City.

48. The reinstatement process following the City's decision to revoke the Policy was public knowledge. As the WPPFA Plaintiffs were terminated at the time the reinstatement letters were sent, they had to be sent directly to the their home address and/or personal email address. There was no expectation that the letters would be sent to WPPFA directly as opposed to the WPPFA Plaintiffs. WPPFA was made aware of the WPPFA Plaintiffs' reinstatement and has since filed a grievance regarding the way in which their members were reinstated. A copy of the grievance is attached at **Exhibit “PPP”**.

(ii) The WPPFA Plaintiffs' Employment in the Bargaining Unit

49. The WPPFA Plaintiffs were, at all material times, subject to the terms and conditions of the WPPFA Collective Agreement.

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50. At all material times, the WPPFA Plaintiffs performed work within the scope of the bargaining unit as set out in the WPPFA Collective Agreement.

51. Article 2.01 states:

For the purpose of this agreement, the word "Firefighters" shall mean all full time employees of the Corporation's Fire Department, with the exception of the Fire Chief, Deputy Fire Chiefs, Administrative Assistant and Planning and Development Officer.

52. Article 3 of the WPPFA Collective Agreement provides that the Association is the sole collective bargaining agency of Firefighters and notes that any disputes under the Collective Agreement as to wages, hours, working conditions, or any other terms of the Collective Agreement affecting Firefighters may proceed to arbitration. Article 3 states:

3.01 The Corporation recognizes the Association as the sole collective bargaining agency of all the said Firefighters for the purpose of collective bargaining in respect of wages, hours, clothing and all other working conditions.

3.02 The Corporation will negotiate with the chosen accredited representatives of the Association for the purpose of determining any disputes under the Collective Agreement as to wages, hours, working conditions or any other terms of the Collective Agreement affecting the Firefighters. If the parties fail to resolve the dispute, either party may proceed to arbitration.

3.03 The employer agrees to indemnify all employees of the Fire Department and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties, excluding wilful and malicious damage.

53. At all material times, the WPPFA Plaintiffs were employed in classifications within the WPPFA bargaining unit.

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54. Article 6.01 of the Collective Agreement recognizes the Corporation's right to hire, lay-off, promote, classify, transfer any employee and to hire, promote, transfer, demote, lay off, discipline, suspend, and discharge employees:

The Association agrees that the Corporation has the exclusive right to manage the offices and departments, direct the working forces, and to hire, promote, transfer, demote, lay off, discipline, suspend and discharge employees. Further, the Association recognizes the undisputed right of the Corporation to determine the location of its plants or places of employment, the methods, processes, and means of performing the various works, being solely and exclusively the right and responsibility of the Corporation. The Corporation agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein. The Association further recognizes the right of the Corporation to make and alter from time to time the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any alterations in rules and regulations shall be subject to discussion with the Association.

55. Article 17 of the Collective Agreement sets out the process by which a grievance may be sent to arbitration and the mechanism by which an arbitrator will be appointed to adjudicate the grievance. This article further confirms that the decision of a Board of Arbitration within the grievance procedure shall be final and binding upon the Parties:

17.06 - The decision of the Board of Arbitration or a majority thereof constituted in the above manner, shall be final and binding upon both parties.

56. I confirm that at all relevant times, WPFFA and the City continued to operate under the WPFFA Collective Agreement. During their employment, each of the above-mentioned WPFFA Plaintiffs were subject to the WPFFA Collective Agreement.

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57. The terminations of each of the WPPFA Plaintiffs were grieved by the Union. These grievances were consolidated and have since been referred to arbitration where they are currently proceeding through the arbitration process. A copy of the confirmation of hearing is attached as **Exhibit “QQQ”**. As the name of Jane Doe is unknown, the City cannot confirm at this time whether this individual’s termination was also grieved.

ATU, LOCAL 616 PLAINTIFF

(i) Background

58. The Amalgamated Transit Unit, Local 616 (“ATU, Local 616”) is a trade union representing transit workers in the province of Ontario.

59. The City and ATU, Local 616 are parties to a Collective Agreement. A copy of the Collective Agreement is attached as **Exhibit “RRR”**.

60. Out of the twenty-eight Plaintiffs named in the Amended Statement of Claim, one Plaintiff, Isam Bashir (the “ATU, Local 616 Plaintiff” or “Bashir”), was at all material times during his employment with the City, a member of the ATU, Local 616 bargaining unit.

61. Bashir began his employment with the City on or about January 26, 2000 and at all material times was a member of ATU, Local 616. Bashir was employed as an Operator in the TW Operations Department which is a unionized position within the Defendant’s Collective Agreement with ATU, Local 616. Bashir was subsequently terminated due to his failure to comply with the City’s mandatory Vaccination Policy (the “Policy”) on January 4, 2022. A copy of the termination letter is attached at **Exhibit “SSS”**. ATU, Local 616 grieved the termination on behalf of Bashir. A copy of the grievance is attached at **Exhibit “TTT”**. This grievance was consolidated with other ATU, Local 616 termination grievances and was subsequently referred to arbitration where it is currently proceeding through the arbitration process. A copy of the referral to arbitration is attached as **Exhibit “UUU”**.

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62. After the Policy was revoked in November 2022, the City offered to reinstate Bashir to his position of Operator. A copy of the reinstatement letter is attached at **Exhibit "VVV"**. Bashir accepted this offer and is scheduled to return to work in the role of Operator with the City, pending the results of a mandatory drug test. Pending Bashir's return to work, he will return to a position with ATU, Local 616.

63. The reinstatement process following the City's decision to revoke the Policy was public knowledge. As Bashir was terminated at the time the reinstatement letter was sent, it had to be sent directly to his personal address. There was no expectation that the letter would be sent to ATU, Local 616 directly as opposed to Bashir. ATU, Local 616 was made aware of the reinstatement and had the opportunity to grieve.

(ii) The ATU, Local 616 Plaintiff's Employment in the Bargaining Unit

64. Bashir was, at all material times, subject to the terms and conditions of the ATU, Local 616 Collective Agreement.

65. At all material times, Bashir performed work within the scope of the bargaining unit as set out in the ATU, Local 616 Collective Agreement.

66. Article 2.1 of the ATU, Local 616 Collective Agreement provides that ATU is the sole and exclusive bargaining agent for employees such as Bashir. Article 2.1 of the Collective Agreement provides, in part:

The Employer recognizes Local 616 of the ATU as the sole and exclusive bargaining agent affecting all matters pertaining to all current and any future Employees covered by this Agreement.

67. At all material times, Bashir was employed in the position of Operator which is not an excluded position in the ATU Collective Agreement.

68. Article 3.1 of the Collective Agreement recognizes the City's right to hire, promote, determine qualifications, demote, transfer, suspend, or otherwise discipline

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and discharge an Employee. Article 3 further provides that new rules or regulations are subject to the grievance and arbitration process:

3.1 The Union acknowledges and recognizes the right of the Employer to hire, promote, determine qualifications, demote, transfer, suspend, or otherwise discipline and discharge an Employee, subject to the rights of the Employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.2 The Union further recognizes the right of the Employer to operate and manage its business in all respect in accordance with its commitments and responsibilities. The Company is also acknowledged to have the right from time to time to make or alter rules and regulations which are deemed necessary for the safe, continuous and efficient operation of services entrusted to its care provided that no such rule or regulation shall be inconsistent with the terms of this agreement.

Amendments to this Agreement shall be in the form of a Letter of Understanding and shall be signed by both parties; that being the President and one other officer of ATU Local 616 and the Executive Director or their designate. Such letters that are duly signed shall be included in and form part of the Agreement as of the date of the letter.

When new rules or regulations are to be adopted by the Company, the Company shall discuss with and forward such rules to the Union, and advise all Employees prior to implementation. These rules and regulations shall be subject to the grievance and arbitration process.

69. Article 6 of the Collective Agreement sets out the process by which a grievance may be sent to arbitration and the mechanism by which an arbitrator will be appointed to adjudicate the grievance. This article further confirms that the decision of a Board of Arbitration within the grievance procedure shall be final and binding upon the Parties:

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Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is to be brought to arbitration or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. At this time both parties will attempt to come to agreement on selecting a single arbitrator.

In the event the parties are unable to agree on a single arbitrator, the Minister of Labour of the Government of Canada shall be asked to appoint an arbitrator.

The arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee or Employer affected by it.

70. I confirm that at all relevant times, ATU, Local 616 and the City continued to operate under the ATU, Local 616 Collective Agreement. During his employment with the City, Bashir was subject to the terms and conditions of the ATU Collective Agreement.

ONA, LOCAL 8 PLAINTIFF

(i) Background

71. The Ontario Nurses Association, Local 8 ("ONA, Local 8") is a union representing nurses in the City of Windsor at Huron Lodge.

72. The City and ONA, Local 8 are parties to a Collective Agreement. A copy of the Collective Agreement is attached as **Exhibit "WWW"**.

73. Huron Lodge is a long-term care home operated by the City of Windsor.

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74. Out of the twenty-eight Plaintiffs named in the Amended Statement of Claim, one Plaintiff, Wendy Angione (the "ONA, Local 8 Plaintiff" or "Angione"), was at all material times during her employment with the City, a member of the ONA, Local 8 bargaining unit which represents all Registered and Graduate Nurses employed in a nursing capacity by the City at Huron Lodge.

75. Angione began her employment with Huron Lodge on or about August 2, 2011 and at all material times was a member of ONA, Local 8. Angione was employed as a Registered Nurse in the Nursing Department of Huron Lodge which is a unionized position within the Defendant's Collective Agreement with ONA, Local 8. Angione was not terminated by the City but rather has been on a medical leave of absence. She has remained on this leave of absence as of the date of this Affidavit. Angione was and continues to be employed by the City and is a member of ONA, Local 8.

(ii) The ONA, Local 8 Plaintiff's Employment in the Bargaining Unit

76. Angione was, at all material times, and remains, subject to the terms and conditions of the ONA, Local 8 Collective Agreement.

77. At all material times, Angione performed work within the scope of the bargaining unit as set out in the ONA, Local 8 Collective Agreement.

78. Article 1.01 of the ONA, Local 8 Collective Agreement provides that ONA, Local 8 is the sole and exclusive bargaining agent for employees such as the Plaintiff. Article 1.01 of the Collective Agreement provides, in part:

The Corporation recognizes the Association as the bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by the Corporation of the City of Windsor Huron Lodge, save and except the Director of Care, persons above the rank of Director of Care and the Assistant Directors of Care.

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79. At all material times, the Plaintiff was employed in the position of Registered Nurse which is a position captured under the ONA, Local 8 Collective Agreement.

80. Article 2.01 of the Collective Agreement recognizes the City's management rights:

The Association recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its responsibilities save and except to the extent that its rights, privileges, powers and immunities are restricted, infringed, altered and amended by the terms hereof.

81. Article 6F further provides that issues involving discipline, including suspension and discharge, are to follow the grievance procedure:

6F.01 (a) Whenever a written work infraction notice is issued, or whenever a recommendation is made for the discharge, discipline or suspension of a nurse, a copy of the infraction report shall be delivered to the nurse in the presence of a representative of the Association (who shall also receive a copy) within nine (9) working days that the employee works from the date of the occurrence giving rise to the infraction or the date the Employer becomes aware or should have reasonably become aware of the infraction. The notice shall contain particulars of the infraction.

(b) In the case of discharge or suspension, representatives of the Unions and employee shall have the option of meeting with the Executive Director of Human Resources or designate to attempt to resolve the problem before going to grievance and if this option is exercised within three (3) working days of the receipt of the discharge or suspension, the time limits referred to in 6F.02 for referring the grievance to the Chief Administrative Officer or designate, shall commence following any meetings with the Executive Director of Human Resources or designate.

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6F.02 In cases of suspension or discharge, the grievance procedure shall commence at the Chief Administrative Officer's or designate's level and any grievance shall be delivered within seven (7) working days after delivery of the infraction report. At the hearing before the Chief Administrative Officer or designate in cases of discharge or suspension, the Corporation shall firstly present its argument as evidence in support of its recommendation and the Association shall be privileged to present its arguments and evidence and reply as it considers necessary. Thereafter, the grievance shall proceed in the same manner as any other grievance under the provisions of Articles 6B-6D, inclusive. It is further agreed that the Corporation shall possess the right to suspend an employee immediately for cause, subject to the employee's right to grieve as provided in the aforementioned Articles.

82. Article 6B.01 sets out the arbitration procedure and confirms that the decision of a Board of Arbitration within the grievance procedure shall be final and binding upon the Parties:

The nominees and the Chairperson shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issues raised by the grievance, and the decision of the Board shall be final and binding upon the Parties. In arriving at its decision, the Board shall not change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Chief Administrative Officer or designate, or any penalty imposed upon the grievor. The Board shall also have the power to restore any wages or as far as possible, any other rights or benefits of which the grievor may have been unjustly deprived, and shall have the power to make an award to implement any settlement which may be agreed upon by the Parties hereto.

83. I confirm that at all relevant times, ONA, Local 8 and the City continued to operate under the ONA, Local 8 Collective Agreement. As a current employee with the

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City, Angione is subject to the terms and conditions of the ONA, Local 8 Collective Agreement.

ENWIN PLAINTIFFS

(i) Background

84. ENWIN Utilities Ltd. ("ENWIN") is a separate corporate entity from the City.

85. ENWIN is a licensed electricity distribution company serving customers in the City of Windsor, and is responsible for the local distribution of electricity, and the service and maintenance of the local electricity distribution infrastructure. ENWIN also maintains a contract of service with Windsor Utilities Commission ("WUC") to operate and maintain the WUC owned water system that serves drinking water to customers in Windsor, Tecumseh and LaSalle. ENWIN employs approximately 309 workers.

86. A copy of the Water System Operating Agreement between WUC and ENWIN is attached as **Exhibit "XXX"**.

87. ENWIN is governed by a Board of Directors, which consists of seven Board members. Two Board members are appointed through the Corporation of the City of Windsor (the "City"), one of which is the Mayor of the City of Windsor and currently ENWIN's Board Chair. The remainder of the Board members are independent from the City. The Board of Directors is responsible for approving health and safety policies for ENWIN.

88. The functioning and operation of ENWIN, including the hiring and discharge of employees, is entirely separate from the City.

89. Out of the twenty-eight Plaintiffs named in the Amended Statement of Claim, the following Plaintiffs ("ENWIN Plaintiffs") were at all material times, employees of ENWIN and members of the International Brotherhood of Electrical Workers, Local 636 ("IBEW, Local 636"), which represents utility workers in Ontario:

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- (i) Valerie D'Ambrosio;
- (ii) Craig Patterson;
- (iii) John Journeay; and
- (iv) Florin Belciug.

90. At no time were any of the ENWIN Plaintiffs employed by the City.

91. IBEW, Local 636 has multiple divisions at ENWIN, including the Water Division and the Hydro Division.

92. ENWIN and IBEW, Local 636 are parties to a Collective Agreement for the Water Division. A copy of the Water Division Collective Agreement is attached as **Exhibit "YYY"**.

93. ENWIN and IBEW, Local 636 are parties to a Collective Agreement for the Hydro Division. A copy of the Hydro Division Collective Agreement is attached as **Exhibit "ZZZ"**.

94. Valerie D'Ambrosio was, at all material times, employed with ENWIN as a Water Engineering Technician. This is a unionized position within the Water Division Collective Agreement. D'Ambrosio was terminated by ENWIN on February 1, 2022 due to her failure to comply with ENWIN's mandatory Vaccination Policy (the "ENWIN Policy"). A copy of the ENWIN Policy is attached at **Exhibit "AAAA"**. A copy of the termination letter is attached at **Exhibit "BBBB"**. IBEW, Local 636 grieved the termination on behalf of D'Ambrosio. A copy of the grievance, which lists ENWIN as the employer, is attached at **Exhibit "CCCC"**. The grievance went to arbitration and was ultimately settled.

95. Craig Patterson was, at all material times, employed with ENWIN as a Water Distribution Operator. This is a unionized position within the Water Division Collective Agreement. Patterson was terminated by ENWIN on February 1, 2022 due to

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his failure to comply with the ENWIN Policy. A copy of the termination letter is attached at **Exhibit “DDDD”**. IBEW, Local 636 grieved the termination on behalf of Patterson. A copy of the grievance, which lists ENWIN as the employer, is attached at **Exhibit “EEEE”**. The grievance went to arbitration and was ultimately settled.

96. John Journeay was, at all material times, employed with ENWIN as an Apprentice Powerline Splicer. This is a unionized position within the Hydro Division Collective Agreement. Journeay was terminated by ENWIN on February 1, 2022 due to his failure to comply with the ENWIN Policy. A copy of the termination letter is attached at **Exhibit “FFFF”**. IBEW, Local 636 grieved the termination on behalf of Journeay. A copy of the grievance, which lists ENWIN as the employer, is attached at **Exhibit “GGGG”**. The grievance went to arbitration and was ultimately settled.

97. Florin Belciug was, at all material times, employed in the role of Apprentice Maintenance Operator – Electrical. This is a unionized position within the Water Division Collective Agreement. Belciug was terminated by ENWIN on February 1, 2022 due to his failure to comply with the ENWIN Policy. A copy of the termination letter is attached at **Exhibit “HHHH”**. IBEW, Local 636 grieved the termination on behalf of Belciug. A copy of the grievance, which lists ENWIN as the employer, is attached at **Exhibit “IIII”**. The grievance went to arbitration and was ultimately settled.

(ii) The ENWIN Plaintiffs’ Employment in the Bargaining Unit

98. The ENWIN Plaintiffs as described above were, at all material times, subject to the terms and conditions of the IBEW, Local 636 Water Division Collective Agreement and Hydro Division Collective Agreement.

99. At all material times, the ENWIN Plaintiffs performed work within the scope of the bargaining units as set out in the Collective Agreements. Article 1 of both Collective Agreements provides that IBEW, Local 636 is the sole and exclusive bargaining agent for employees such as the ENWIN Plaintiffs. Article 1.01 of the Collective Agreements state:

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The Company recognizes Local Union 636 of the International Brotherhood of Electrical Workers (IBEW) as the sole Bargaining Agent for all its employees who are members of the Bargaining Unit with the Company, save and except: professional staff, supervisors, confidential secretaries to senior managers, persons above the rank of supervisor, guards, students employed during the school vacation period and students on a cooperative work program. The Union is further recognized as the sole Bargaining Agent for any new classification which may be established or created within the Bargaining Unit during the life of this Agreement.

100. At all material times, none of the ENWIN Plaintiffs were employed in positions excluded under Article 1.01. All of the ENWIN Plaintiffs were employed in classifications within their respective bargaining unit.

101. Article 4.01 of the Collective Agreements recognize ENWIN's right to hire, promote, demote, transfer employees, and the right of ENWIN to discipline or discharge any employee for just cause, provided that such action may be the subject of a grievance, and dealt with as provided elsewhere.

The Union acknowledges that it is the function of the Company, subject to the terms and conditions of this Agreement, to hire, promote, demote, transfer employees, and also the right of the Company to discipline or discharge any employee for just cause, provided that such action may be the subject of a grievance, and dealt with as provided elsewhere in this Agreement.

102. Article 15 of the Water Division Collective Agreement and Article 14 of the Hydro Division Collective Agreement sets out the process by which a grievance may be sent to arbitration and the mechanism by which an arbitrator will be appointed to adjudicate the grievance. Specifically, Article 15.01 and 14.01 define a grievance as:

For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint involving the interpretation or application of the provisions of this Agreement.

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103. Articles 15.05-15.06 of the Water Division Collective Agreement and Articles 14.05-14.06 of the Hydro Division Collective Agreement confirms that the decision of a Board of Arbitration within the grievance procedure shall be final and binding upon the Parties:

104.

The jurisdiction of the Sole Arbitrator or Board of Arbitration shall be limited to the settlement of all differences between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitral. All decisions shall be final and binding in the manner prescribed by the Labour Relations Act. Each party shall bear the expense of its nominee to the Arbitration Board and shall equally share the expenses of the Chair.

Any employee discharged, disciplined or penalized for any alleged violation of Company rules shall have the right to lodge a grievance in the manner and to the extent herein provided. The Company may dismiss a probationary employee for any reason provided it does not act in bad faith and this shall constitute a lesser standard for purposes of the Labour Relations Act.

105. It is my understanding that at all relevant times, IBEW, Local 636 and the City continued to operate under the Water and Hydro Division Collective Agreements. During their employment, each of the above-mentioned Plaintiffs were subject to the IBEW, Local 636 Water and Hydro Division Collective Agreements.

106. The terminations of each of the ENWIN Plaintiffs were grieved by IBEW, Local 636. These grievances were referred to arbitration and have since been settled.

107. I was informed of the facts in paragraphs 84-106 by Paul Gleason, who is the VP Customer Care & Corporate Operations at ENWIN, and I believe these facts to be true.

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CANUE PLAINTIFF

(i) Background

108. The Civic Association of Non-Union Employees ("CANUE") is not a "trade union" under the *Labour Relations Act*, 1995, S.O. 1995, c. 1, Sched. A, but is an association representing the non-union employees of the City of Windsor.

109. CANUE and the City are parties to a Terms and Conditions ("Terms") agreement, which the parties recognize as binding. A copy of the Terms is attached at **Exhibit "JJJJ"**.

110. Out of the twenty-eight Plaintiffs named in the Amended Statement of Claim, one Plaintiff, Paul Giroux (the "CANUE Plaintiff" or "Giroux"), was at all material times during his employment with the City, a member of CANUE and was required to follow the requirements of the Terms.

111. Giroux began his employment with the City on or about March 2, 2015 and at all material times was a member of CANUE. Giroux was employed as a City Forester which is a position classified under the CANUE Terms. Giroux was subsequently terminated due to his failure to comply with the City's Vaccination Policy on January 4, 2022. A copy of the termination letter is attached at **Exhibit "KKKK"**.

(ii) The CANUE Plaintiff's Employment in the Association

112. Giroux was, at all material times, subject to the CANUE Terms and Conditions, and performed work within the scope of the Terms.

113. The purpose of the Terms between the City and CANUE, is outlined in the Terms as follows:

The purpose of these Terms and Conditions ("Terms"), is to recognize the community of interest between the Employer and the Civic Association of Non-Union Employees (CANUE) in promoting the utmost co-operation between the

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Employer and its Non-Union employees, consistent with the rights of both parties and in the interest of providing an efficient and economic service to the taxpayers of the municipality.

The parties to these Terms recognize and accept the provisions of these Terms as binding upon themselves and their representatives and upon employees covered by these Terms, and agree that they and their representatives will observe the provisions of these Terms.

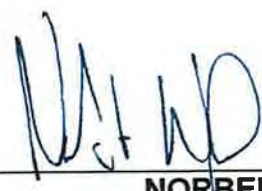
114. CANUE is the sole representative of all non-Union employees save and except those positions listed in the Terms as follows:

CANUE – A Corporation: Civic Association of Non-Union Employees Inc., CANUE is the sole representative of all Non-Union employees, save and except the Chief the Chief Administrative Officer (CAO), City Engineer, City Clerk, City Solicitor, Chief Financial Officer/City Treasurer, Community Development & Health Commissioner, all the Executive Directors, Manager of Corporate Administration/Assistant to the CAO, Staff within the Mayor's office, Senior Counsel dealing with Labour Relations (2), Deputy City Solicitor (2), Manager of Employee Relations, Pay Equity Officer and all contract employees and students as defined in these Terms.

115. I confirm that at all relevant times, CANUE and the City continued to operate under the Terms.

SWORN remotely by Norbert Wolf at the City of Windsor in the Province of Ontario, before me via videoconference at the City of Toronto in the Province of Ontario, this 21st day of February, 2023, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*


Commissioner for Taking Affidavits
(or as may be)


NORBERT WOLF

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

**Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.**

A Commissioner for Taking Affidavits

Court File No. CV-22-00684908-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

MICHAEL HEYNSBROEK, JASON BLANCHARD, VALERIE D'AMBROSIO, ANDREA DEWHURST, ADAM FEVREAU, JASEN GANNON, PAUL GIROUX, VERA GORICA, KIMBERLEY HAMM, JOSHUA KONOPASKY, DELILAH LIBURDI, MELISSA MARLEIN, DENISE MORAND, BRANDY ROBERT, NATALIE SEAL, PAUL ZETTEL, CRAIG PATTERSON, JOHN JOURNEAY, FLORIN BELCIUG, JANE DOE, WENDY ANGIONE, DOMINIQUE SCHILLER, JEAN MARC SMITH, ISAM BASHIR, JESSE MICELI, YOUSOUF MUHAMMAD and JANE DOE II et al.

Plaintiffs

-and-

THE CORPORATION OF THE CITY OF WINDSOR

Defendant

AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defense, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defense.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$ To be determined for costs, within the time for serving and filing your statement of defense you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and an amount for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____

Local Registrar

Address of court office: **Superior Court of Justice**
393 University Avenue, 10th Floor
Toronto ON M5G 1E6

TO: THE CORPORATION OF THE CITY OF WINDSOR
400 City Hall Square
Suite 201,
Windsor, Ontario
N9A 7K6

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STATEMENT OF FACTS RELIED ON

A. Definitions

1. The following definitions apply for the purposes of this Statement of Claim:
 - a. **“Employee”** means all permanent, temporary, casual, student and fixed term employees on the company payroll of the City of Windsor and EnWin Utilities Limited (“EnWin”) and Huron Lodge and Transit Windsor Facility (“Affiliated Entities”), were fired by the City of Windsor in breach of their legal and constitutional rights.
 - b. **“Employment Insurance Benefits”** (“EI Benefits”) means those benefits established under the *Employment Insurance Act*, SC 1996, c 23.
 - c. **“Partially Vaccinated”** means having received the first dose of a two-dose series of a Health Canada approved vaccine to curb the spread of against COVID-19.
 - d. **“Fully Vaccinated”** means having received the complete series of doses (or a single dose of the Janssen (Johnson & Johnson) COVID-19 vaccine) of a Health Canada approved vaccine that provides protection against COVID-19; and having allowed the time recommended by public health authorities to produce an immune response to COVID-19 elapse (14 days from receipt of a single-dose vaccine or of the second dose of a two-dose series). In time, being Fully Vaccinated may mean having received booster shots, when and as recommended by the applicable public health authorities.
 - e. **“Proof of Vaccination”** means providing to the City of Windsor, and/or its Affiliated Entities official documentation issued by the government or the non-governmental entity that is authorized to issue the evidence of COVID-19 vaccination in the jurisdiction in which the vaccine was administered (including a QR code, if issued by the applicable authorities) confirming receipt of the complete series of doses (or a single dose of the

Janssen (Johnson & Johnson) COVID-19 vaccine) of a Health Canada approved vaccine that provides protection against COVID-19. In time, this may require providing proof of receipt of booster shots, when and as recommended by the applicable public health authorities.

- f. **“Privacy”** means the fundamental right of individuals to create boundaries limiting access to their person, communications, or personal information, including but not limited to, medical and health records.
- g. **“Informed Consent”** means the ability to determine the acceptance or otherwise of a proposed treatment by a health practitioner. It covers the ability to exercise free power of choice, without the intervention of any element of force, fraud, deceit, duress, over-reaching, or other ulterior form of constraint or coercion, with sufficient knowledge and comprehension of the elements of the subject matter involved as to enable the individual to make an understanding and enlightened decision. Health Care Consent Act of Ontario 1996.
- h. **“Collective Bargaining Agreement”** means any agreement negotiated by the Plaintiffs Union representatives with the City of Windsor defining the benefits and boundaries of the employment.
- i. **“Directive#6”** means the mandatory vaccination directive issued by the Province of Ontario issued to and for Public Hospitals within the meaning of the *Public Hospitals Act*, Service Providers in accordance with the *Home Care and Community Services Act, 1994*, Local Health Integration Networks within the meaning of the *Local Health System Integration Act, 2006*, and Ambulance Services within the meaning of the *Ambulance Act, R.S.O. 1990, c. A.19*

B. The Parties

1. Plaintiffs – Employees of the City of Windsor and affiliates

The Plaintiffs (“Plaintiffs”) were, at all relevant and material times, employees of the Corporation of the City of Windsor (the City) and its Affiliated Entities who were either fired or forced to resign under duress from the City of Windsor in breach of their legal, constitutional and Charter Rights.

2. The Defendants – City of Windsor*

The Defendant, the City of Windsor, is a statutorily created body whose governing body is the Windsor City Council. The council consists of the mayor and ten elected city councilors (one per ward) representing the City. For all plaintiffs, irrespective of what roles or entities they worked with, the decision to fire was made by the City of Windsor. As a Municipal government, the City of Windsor is responsible for areas such as parks, community water systems, local police, roadways and parking. The powers of municipal governments are determined by the provincial government. All legal authorities for these areas flow from the Ontario provincial government, presently and during all material times by Premier Doug Ford. This legal authority is governed by the *MUNICIPAL ACT, 2001, S.O. 2001, C. 25*.

Plaintiffs: Frontline Workers and Hailed Heroes

1. Plaintiff Jason Blanchard was a First Responder with the City of Windsor’s Fire Service. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. Until the termination of his employment, Mr. Blanchard was responsible for his team and their response to emergency calls from the City’s residents under the leadership of his Captain. Regarded as a team leader, Mr. Blanchard dedicated fourteen (14) years of his life to the City before he was placed on unpaid leave and subsequently terminated. In the midst of a disorienting experience, the pandemic, winter, denial of medical accommodation and other challenges, Mr. Blanchard had to grapple with his new and devastating reality. Not only did

Mr. Blanchard lose his income, but he also lost every accumulated unpaid vacation allowance, accumulated sick-day allowances, floating holidays, and banked overtime payment. The immediate destitution caused by the City of Windsor can be demonstrated by the fact the Blanchard household ~~will potentially lose their family home and mortgage~~ has lost their family home and currently lives in the basement of one of his friend's. The loss of Mr. Blanchard's accommodation and the subsequent termination of his employment has led to a state of depression, extreme emotional stress for the entire Blanchard household, and particularly his marriage. His tremendous loss includes; loss of financial security, loss of family status, loss of marriage, loss of mental and physical well-being. Not too long ago, the City of Windsor and its residents hailed him as a hero working on the frontline to keep their city safe. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr Blanchard an offer to return to his original position at the City. Mr. Blanchard accepted the rehire offer from the City. This communication took place outside of any grievance process or involvement of the Union.

2. Plaintiff Joshua Konopasky was a First Responder with the City of Windsor's fire department from July 2013 to January 2022. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. The City's decision to terminate his employment turned his life upside down. Joshua went from being hailed as a "Hero" to facing destitution. In the middle of one of the greatest challenges faced by the world, Joshua faced a rollercoaster ride from being praised as a hero to destruction of his life. In its punitive approach, the City of Windsor deprived Joshua of his income, pension, post- employment benefits, accumulated unpaid vacation payment, allowances, accumulated sick-day allowances, floating holidays, and banked overtime payment. Joshua and his family faced immediate destitution, ~~as can be evidenced by his family's present residence in an RV trailer~~ after the loss of

his house and mortgage. Mr. Konopasky was forced to secure another mortgage on a fixer-upper house while living on the premises with his family in an RV until November 2022. He also suffers incredible bouts of anxiety and PTSD; conditions that have led to fractured relationships with his family and wife. Similar to Jason, Natalie and Jane Doe, Joshua finds himself at the bottom of the ladder with no one to help him. Not too long ago, the City of Windsor and its residents hailed him as a hero working on the frontline to keep their city safe. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr Konopasky an offer to return to his original position at the City. Mr. Konopasky accepted the rehire offer from the City. This communication took place outside of any grievance process or involvement of the Union.

3. Plaintiff Natalie Seal served as Fire Fighter and First Responder with the City of Windsor from 2006 to January 2022. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022. The City, in a clearly punitive action, deprived Natalie of her income, pension, post-employment benefits, accumulated benefits and entitlements. In the midst of the stresses and uncertainties that accompanied the pandemic, Natalie saw her family being ravaged by the impact of the City's decision. Natalie's household is a single income family to which she was the sole income provider. To ensure her family stayed afloat Natalie was forced to sell her most prized possessions and sacrifice her retirement future. Natalie's greatest pain is the suffering that her young children have had to experience as a result of the illegal actions of the City of Windsor. The immense stress, instability, anxiety and hardship on Natalie and her family has caused irreparable harm to herself, husband and their young children. Not too long ago, the City of Windsor and its residents also hailed her as a hero working on the frontline to keep the City of Windsor safe.

Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Natalie Seal an offer to return to her original position at the City. Natalie accepted the rehire offer from the City. This communication took place outside any grievance process or involvement of the Union.

4. Plaintiff Jane Doe commenced her career with the City of Windsor as a Refuse Collector in 2005, and in 2006 joined the Fire Service as a Fire fighter. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022. Against all odds she had fulfilled her life dream of being a fire fighter and helping the Citizens of Windsor in their time of need. Despite 16 years of commitment and service, Jane Doe was fired unceremoniously. She was placed in a further desperate situation when the City of Windsor denied her accumulated benefits and legal entitlements. In the midst of the life defining challenges caused by the pandemic, Jane Doe had to grapple with being fired and denied all forms of support which she was legally entitled to from her years of dedicated service. This devastated her family's well-being. The living conditions of Jane Doe's family have since seen a tremendous decline. This burden has placed a significant strain on her family and marriage. The termination of her employment has had a lifelong and far-reaching effect on not only her family's financial and health well-being but also her career. Not too long ago, the City of Windsor and its residents hailed her as a hero working on the frontline to keep their city safe. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Ms. Doe an offer to return to her original position at the City. Ms. Doe accepted the rehire offer from the City. This communication took place outside of any grievance process or involvement of the Union.

City of Windsor Employees

5. Plaintiff Michael Heynsbroek was an Analyst Programmer with the City of Windsor. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. Mr. Heynsbroek's life work had been dedicated to the City of Windsor for over two decades. In many ways, Michael is a life-time public servant of the City of Windsor. Despite facing his own medical challenges, he continued to play a leading role in ensuring that the needs of his fellow Windsor residents were met. In addition to denying Mr. Heynsbroek medical accommodation and the decision to illegally terminate his employment, the City of Windsor went a step further in illegally denying Michael his basic right to apply for unemployment insurance. This action was found to be illegal by Service Canada, after his House of Commons representative escalated the matter and lent his voice to Michael's cause. Following the termination of his employment, Michael Heynsbroek has experienced severe financial loss. As a major contributor to his family's income, he has seen an immense decline in his ability to provide for his family's daily needs. In addition, Mr. Heynsbroek has had to deal with depression and anxiety; a development that has had adverse effect on his family and quality of life. The loss of Mr. Heynsbroek's employment has left an enduring and devastating effect on his quality of life, his mental health, as well as his career. Michael has been left in a desperate situation as a result of the callous deprivation of his hard earned accumulated sick time, vacation days, floating holidays, banked overtime, management overtime, and other accumulated entitlements. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr. Heynsbroek an offer to return to his original position at the City. Mr. Heynsbroek accepted the rehire offer from the City. This communication took place outside any grievance process or involvement of the Union.

6. Plaintiff Andrea Dewhurst commenced her career with the City of Windsor in 2017 as an Early Childhood Educator. She held the role until 2020 when she was redeployed to Huron Lodge (an Affiliated Entity) as a COVID-19 screener and frontline worker. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022. Her employment with the City was terminated on January 4, 2022, following the City's decision not to provide her with the much-needed accommodation from the Policy. Andrea Dewhurst was faced with the unfortunate situation of living from pay cheque to pay cheque, in addition to then losing her health benefits. She had relied solely on her income from the city to meet her basic daily needs and further losing her health benefits had been detrimental to her wellbeing. As a result of her loss of employment, the stress and trauma led to a major breakdown in her family. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Ms. Dewhurst an offer to return to her original position at the City. Ms. Dewhurst did not accept the rehire offer from the City.
7. Plaintiff Adam Fevreau was a Personal Computer Analyst with the City of Windsor between September 2000 to January 4, 2022. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. On January 4, 2022, his 22-year thriving and rewarding career serving his fellow residents of the City of Windsor came to an abrupt end. While working with the City of Windsor Mr. Fevreau was an indispensable member of the team that developed the City's work from-home program. This provided the City with a framework for its employees to have the infrastructure to work from

home. Adam's goal through this disorienting period of the pandemic was to help not only his fellow employees but also the people of Windsor. Mr. Fevreau relied on his job to pay his mortgage, utility bills, health insurance, child and family support. The loss of employment has caused him to lose health insurance and inevitably defaulted on his mortgage. The end result is that Adam lost his home, lost his family structure, and has experienced both mental and physical health related issues. Adam and his youngest son are ~~is~~ now forced to live with his elderly parents. Adam, a single father of three (3), has been left in a desperate situation as a result of the deprivation of his accumulated sick time, vacation days, pension, post-employment benefits, floating holidays, banked overtime, management overtime, and other accumulated entitlements in breach of his constitutional rights. Mr. Fevreau was not provided with a rehire offer from the City in retaliation for being vocal in defending his Constitutional Rights.

8. Plaintiff Jasen Gannon commenced his bright career with the City of Windsor in October 2018 as a Data Analyst. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022 Jasen Gannon relied on his job with the City of Windsor for insurance and to meet his daily expenses. The loss of his employment has resulted in significant consequences to his financial, emotional, and physical well-being. As a Union leader, Jasen gladly took on the responsibility to advocate and fight for the rights of his colleagues and wider community. Jasen has been left in a desperate situation as a result of the deprivation of his accumulated sick time, vacation days, floating holidays, banked overtime, management overtime, and other accumulated entitlements. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr. Gannon an offer to return to his original position at the City. Mr. Gannon accepted the rehire offer from the City. This communication took place outside

of any grievance process or involvement of the Union.

9. Plaintiff Paul Giroux was the City Forester and Manager of Forestry and Natural Areas of the City of Windsor until January 4, 2022. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. He had started his career with the City of Windsor in March 2015. The City of Windsor has received many compliments for its natural forestry and parks. This made the city pleasant and enjoyable for not only its residents but visitors to the city. Much of this is attributable to Paul's hard work, brilliance and dedication to the city. Mr. Giroux' rich career of more than half a decade was brought to an abrupt end when the City of Windsor fired him in breach of his constitutional rights. The loss of his job has had a significant impact on his lifestyle. The change in family dynamics, financial pressure and loss of income has also had a destructive impact on his children's education and emotional wellbeing. The damage to Mr. Giroux' career has also been far-reaching and irreparable. Paul has been left in a desperate situation as a result of the illegal deprivation of his accumulated sick time, vacation days, floating holidays, banked overtime, management overtime, and other accumulated entitlements. Mr. Giroux was not provided with a rehire offer from the City in retaliation for being vocal in defending his constitutional rights.
10. Plaintiff Vera Gorica was a Recreational Clerk at the City of Windsor prior to the termination of employment in December 2021. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on December 03, 2021. She dedicated 17 years of her life to the City.

Losing her employment has led to excruciating strain, stress, and debilitating consequences for her family. Vera has been left in a desperate situation as a result of the denial of her accumulated sick time, vacation days, floating holidays, banked overtime, management overtime, and other accumulated entitlements in breach of her Constitutional Rights. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Ms. Gorica an offer to return to her original position at the City. Ms. Gorica has not accepted the rehire offer from the City as yet.

11. Plaintiff Brandy Robert commenced her career with the City of Windsor as an Early Childhood Educator from June 2000 until the closure of the childcare centers in 2010. Here, Brandy enjoyed working with young children and enforcing values of self-worth. Mrs. Robert continued to dedicate her service to the city, working as a Parks and Recreational Clerk from March 2011 to January 4, 2022. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022. Mrs. Robert relied on her job with the City of Windsor for health insurance and to contribute toward her family's monthly expenses. Brandy has been left in a desperate situation as a result of the deprivation of her accumulated sick time, vacation days, pension, post-employment benefits, floating holidays, banked overtime as well as the breach of her constitutional rights by the City of Windsor. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mrs. Robert an offer to return to her original position at the City. Ms. Robert has not accepted the rehire offer from the City as yet.

12. Plaintiff Kimberley Hamm is a lifer, having dedicated her life to serving the City of Windsor for almost three (3) decades. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022. When Kimberley began her service with the City of Windsor in April of 1992, she made a decision to commit her life to serve the residents of Windsor. Serving them brought her enjoyment, satisfaction, happiness and fulfilment. Kimberley enjoyed working for the city. For almost 30 years she had an illustrious career holding several different positions starting as a Cashier for the Traffic Department, Custodian for the Property Dept, and File Clerk for the Social Services Department. She served as Records & Supply Clerk for eleven (11) years, a Senior License Issuer for Council Services, and finally finishing her career as a Clerk for the Leamington Satellite Office, all for the City of Windsor. In a completely ruthless fashion, rather than providing Kimberley with the keys to the city for her long years of service, the City of Windsor, on January 4, 2022, fired Kimberley when she was only a mere 6 months away from retiring. The loss of her job, along with her health insurance, has devastated Kimberley and caused great undue stress, emotional trauma and hardship for her and her family as a result of the breach of her constitutional rights. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Ms. Hamm an offer to return to her original position at the City. Ms. Hamm has rejected the rehire offer from the City.

13. Plaintiff Denise Morand is another lifer at the City of Windsor. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022.

Her career with the city can be summed up in two words — “dedication” and “devotion”. She began her career with the city over 34 years ago in December 1987. Ms. Morand dedicated the majority of her career to helping society’s most vulnerable in the Social Services Department. Her long and illustrious career with the City of Windsor ended on January 4, 2022. Ms. Morand relied on her job with the City of Windsor for health insurance and to contribute toward her everyday expenses. Denise has been left in a desperate situation as a result of the breach of her constitutional rights. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Ms. Morand an offer to return to her original position at the City. Ms. Morand has accepted the rehire offer from the City. This communication took place outside any grievance process or involvement of the Union.

14. Plaintiff Delilah Liburdi was a Data Analyst at the City of Windsor from July 2017 to January 4, 2022. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022. Ms. Liburdi relied on her employment with the City of Windsor for health insurance and to contribute toward her family’s monthly expenses. Delilah has been left in a desperate situation as a result of the loss of financial security, pension, suffered great stress, emotional instability, decline in quality of life and anguish due to the breach of her constitutional rights. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Ms. Liburdi an offer to return to her original position at the City. Ms. Liburdi has not accepted the rehire offer from the City as yet.

15. Plaintiff Paul Zettel served the City of Windsor as an Operating Engineer for six (6) years from April 2016 to January 4, 2022, when he was fired. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. Prior to his termination, Paul had requested accommodation under the Policy, ~~citing his religious beliefs~~; unfortunately, his accommodation request was denied. Paul's job loss has led to a dramatic decline in his living conditions. For instance, he continues to live with his mother and sister, following the loss of opportunity to purchase his first house which he was dedicatedly saving towards. He has suffered loss of financial security, loss of pension, great stress, emotional instability, anxiety, and anguish due to the breach of his constitutional rights. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr. Zettel an offer to return to his original position at the City. Mr Zettel accepted the rehire offer from the City. This communication took place outside any grievance process or involvement of the Union.
16. Plaintiff Priscilla Buck was a Facility Attendant with the City of Windsor from the fall of 2015 to June 9, 2022. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on June 09, 2022. Her duties included: working at the front desk, fitness desk, paperwork processing, cashier, and registration. Following the termination of her employment, Mrs. Buck experienced a critical financial situation including her mortgage payments and transportation. In addition, she suffered loss of sleep, stress, and anxiety. The damage to her career is also indisputable as she works to get her life back on track.

Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Ms. Buck an offer to return to her original position at the City. Ms. Buck accepted the rehire offer from the City. This communication took place outside any grievance process or involvement of the Union.

17. Plaintiff Jean Marc Smith served as technical and maintenance support with the City of Windsor from August 26, 2002 to January 4, 2022. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. His duties included: issuing payment releases and conducting building inspections. He also provided advice, and guidance to social housing and provided technical reviews. Mr. Smith ensured that the residents of the City were safe. Following the termination of his employment, Jean Marc Smith has experienced severe financial loss including all of his post-retirement benefits, life insurance etc. In addition to losing his income, he was left financially devastated to the point he could not purchase prescriptive medication and new glasses. The Smith's family relied on his income to meet the family's daily needs and future stability. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr. Smith an offer to return to his original position at the City. Mr. Smith has accepted the rehire offer from the City. This communication took place outside any grievance or involvement of the Union.

18. Plaintiff Dominique Schiller was a Social Service Worker with the City of Windsor between June 2019, to January 4, 2022. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022. Her duties included Administering Ontario Works to eligible applicants.

On November 10, 2021, she was placed on unpaid emergency leave and subsequently terminated on January 4, 2022. Dominique had requested accommodation under the Policy from the disability management specialist. Unfortunately, her accommodation request was denied. The loss of her employment resulted in significant consequences financially, emotionally and to her physical well-being. Dominique also struggles to pay her mortgage and experiences symptoms of anxiety and depression. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr. Schiller an offer to return to her original position at the City. Ms. Schiller has not accepted the rehire offer from the City.

19. Plaintiff Youssouf Muhammed was an employee with the City of Windsor between January 17, 2018, to January 4, 2022. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. His job with the City was as a Pool Operator. His duties included: Maintaining the Recreational Centre, managing the pool along with most building requirements. On November 15, 2021, Mr Muhammed was placed on unpaid leave and thereafter terminated on January 4, 2022, as he did not provide proof of vaccination. As a result of the termination, Mr Muhammed suffered significant financial loss and was forced to live with his parents. He also suffered severe emotional damages such as anxiety, depression and loss of hope in life. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr. Muhammed an offer to return to his original position at the City. Mr. Muhammed has not accepted the rehire offer from the City as yet.

20. Plaintiff Jesse Miceli was an employee of the City of Windsor, He started to work for the City in 2013. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on January 04, 2022. His position was as a caretaker. His duties included sweeping, mopping, dusting, cleaning washroom facilities, furniture, windows, walls, ceilings, carpet cleaning, vacuuming, cleaning sinks and toilets, air vents, appliances, and collecting garbage. On November 15, 2021, he was informed by the City of Windsor that he would be placed on Unpaid Leave. Subsequent to this, he was informed on January 4th, 2022, that his employment with the City of Windsor was terminated. He was terminated because he did not get vaccinated. The City did not offer any alternative to continue his employment other than to show proof of vaccination, despite filling out the necessary paperwork provided to him by the City for religious exemption which was subsequently denied. As a result of the termination, he suffered severe financial loss, for example, he was not entitled to insurance government funds, thus he was forced to live with his parents. Moreover, he feels that he suffered discrimination by the City because of his religion, this situation created further problems with his family, that made him feel worthless. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr. Miceli an offer to return to his original position in the City. Mr. Miceli has accepted the rehire offer from the City to return to work. This communication took place outside any grievance process or involvement of the Union.

EnWin Employees

21. Plaintiff Craig Patterson served the City under EnWin as a Water Distribution Operator from April 2004 to February 2022. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him in February 2022. His career with EnWin was terminated in February 2022. Craig maintained insurance for his entire family and losing that insurance coupled with loss of his employment devastated his family's well-being. The Patterson household has and continues to experience severe financial difficulty, pressure, and emotional trauma.
22. Plaintiff John Journeay was an Apprentice Powerline Splicer with EnWin from February 2018 to February 2022. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him in February 2022. He was responsible for constructing and maintaining the City's overhead and underground power infrastructure. John is also solely responsible for the upkeep of his children. John, like his colleagues, has been left in a desperate situation as a result of the breach of his constitutional rights.
23. Valerie D'Ambrosio worked as a Water Engineering Technician with EnWin for over 23 years. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her in February 2022. She is known as someone who takes great pride in her work: she enjoyed producing the Mapping of the Water Distribution System for the City of Windsor and loved to help others from different Departments.

EnWin accommodated all inside staff as of March 2020 with the purchase of new computers to take home as the Company developed a work- from-home model due to the Covid Pandemic. Everything was seamless during the time she worked from home, and in fact she was even more productive due to the quiet atmosphere in her home office. She was put on an unpaid leave of absence as of November 29, 2021, then subsequently terminated from her job on February 1, 2022, due to her decision not to disclose her vaccination status. It should be noted that while Valerie was on unpaid leave and terminated from her job, her co-workers and other inside staff at EnWin were allowed to continue working from home until July 4, 2022. ~~Valerie has been deprived of her Lifetime Medical Benefits and Pension.~~ Valerie was forced to withdraw her pension and invest it herself, lost her life-time benefits, accumulated sick-leave, and was denied her severance pay. Her whole-scale loss has left her in a desperate situation as a result of the breach.

24. Plaintiff Florin Belciug was an Apprentice Maintenance Operator- Electrician with EnWin Utilities. In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on February 01, 2022. He commenced his career with EnWin more than a year ago in February 2021. His promising career with EnWin ended in November 2021. Mr. Belciug relied on his job with EnWin for health insurance and to contribute toward his family's everyday expenses. He has had to cope with severe emotional trauma, pain and anguish as a result of breach of his Constitutional Rights.

Huron Lodge Employees

25. Plaintiff Melissa Marlein's devotion to Huron Lodge commenced in 2002 when she took up duties as a Personal Support Worker. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 04, 2022. In 2020, in a time of need for Huron Lodge, she assumed the role of a COVID-19 screener. Melissa was fired on January 4, 2022. Melissa and her family endured severe financial pressure following the termination of her employment. Her family has had to depend on her husband's disability pension pay-outs, leading to a dramatic change in her family's living conditions. The Marlein's family has had to depend on the goodwill and largesse of third parties, extended family, and well-wishers to cope and survive. The stability of Melissa's marriage also hangs in the balance as a consequence of the severe pressure she faces. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Ms. Marlein an offer to return to his original position at the City. Ms. Marlein has not accepted the rehire offer from the City as yet.

26. Plaintiff Wendy Angione was a Registered Nurse at the City of Windsor from July 22, 2011, to January 21, 2022. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her on January 21, 2022. She dedicated 11 years of her life to the City. Her duties as an R.N. included managing the care for geriatric residences. She also supervised Staff Physician rounds, processed Doctor's orders for the residences, notified Physicians of changes in resident's health status, updated management and staff of changes and incidences that required attention following health and safety guidelines, education, and training.

Losing her employment has led to excruciating strain, stress and debilitating consequences for her family. Wendy and her family have been left in a desperate situation as a result of the denial of her constitutional rights. Wendy was forced to put her house up for sale to avoid foreclosure. Ms. Angione was not provided with a rehire offer from the City in retaliation for being vocal in defending her Constitutional Rights.

27. Plaintiff Jane Doe II was an employee of Huron Lodge from December 2003 to December 2021. In breach of her Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired her in December 2021. Jane Doe II was a Personal Support Worker and her duties included providing ongoing personal care based on individual needs. Other duties included the lifting and transfer of residents, toileting, bathing, assisting with personal needs, palliative care, and emotional support to residents. On November 15, 2021, Jane Doe II was informed by Huron Lodge that she would be placed on an unpaid leave of absence. Subsequently, Jane Doe II was informed in December 2021 that her employment with Huron Lodge was terminated. As a result of the termination, Jane Doe II suffered severe financial loss, incurred in debt, and her pension plan was penalized with a significant amount of money lost in taxes. Furthermore, Jane Doe II suffered from extreme depression and anxiety. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Jane Doe II an offer to return to her original position at the City. Jane Doe II is in discussions about returning to work.

Transit Windsor Facility Employee

28. Plaintiff Isham Bashir was a bus driver at Transit Windsor from July 1999 to November 24, 2021.
- In breach of his Constitutional Rights, Charter Rights and without any legal justification or authority the City of Windsor fired him on November 24, 2021. He dedicated 22 years of his life to Transit Windsor before his employment was abruptly terminated on November 24th, 2021. When his employment ceased, he did not receive any benefits or severance from the company, even though he was entitled to those benefits. Mr. Bashir suffers from serious pre-existing medical conditions such as high cholesterol, high blood pressure, and diabetes. His wife and children also suffer from various diagnosed medical conditions. As a result of his unlawful termination, the health conditions of Mr. Bashir and his family have worsened as he is unable to purchase their prescriptive medication. Following the termination of his employment, he lost his retirement benefits, health benefits and had to refinance his home to maintain his family. Mr. Bashir also faces mental health challenges and has been diagnosed with anxiety, depression, and hallucinations. Subsequent to the filing of this Statement of Claim on August 16, 2022, the City of Windsor on December 15, 2022, directly communicated with Mr. Bashir an offer to return to his original position at the City. Mr. Bashir has accepted has accepted his offer to return to work with the City.

29. The Plaintiffs all made the very difficult decision that compliance with the City of Windsor vaccination Policy would negatively impact on their health, religious beliefs, reasons of conscience, or lifelong personal beliefs. At all material times, the Plaintiffs served as public servants for the City of Windsor and its Affiliate Entities and played a role in initially helping the City of Windsor deal with challenges which arose because of COVID-19. These included, but were not limited to, First Responders and health care workers who were hailed as Heroes for their amazing work on the frontlines.

30. At all material times the City of Windsor, and all its Affiliate Entities including but not limited to Huron Lodge, EnWin, Windsor Lodge were legally required to secure and protect the Constitutional and legal rights of the Plaintiffs.

6. JURISDICTION OF THE COURT

31. The Plaintiffs apply to this court as a court of competent jurisdiction within s.24 of the *Canadian Charter of Rights and Freedoms* (“*Charter*”), seeking remedies provided for under s.24(2) of the *Charter*.

32. This claim raises constitutional issues both procedural and substantive in relation to ~~Policy HRHAS – POL – 0002 enacted by the City of Windsor on September 17, 2021, the decision made by the City of Windsor on January 4, 2022, to terminate the employees who did not get the vaccination against Covid 19.~~ This ~~enactment~~, decision was Ultra Vires the powers statutorily delegated to the City of Windsor by the Ontario Municipal Act, 2001, SO 2001, c 25,

the Canada Constitution Act, 1982, ~~The claim also raises further constitutional challenges in the failure to accurately apply~~ the directives and mandates of the Chief Medical Officer of the Province of Ontario, and even the Policy HRHAS – POL – 0002 enacted by the Counsel of the City of Windsor on September 17, 2021, which ordered mandatory vaccination for all of the City employees, ~~and further failure to interpret and apply the provincial guidelines,~~ contrary to and in breach of sections 1,7, and 15 of the Canadian Charter of Rights and Freedoms.

33. The Government of Ontario has never issued any mandate or direction requiring that all unvaccinated employees be laid off, terminated, or denied benefits to which they were otherwise entitled. The issues arising in this claim do not form part of any Collective Bargaining Agreement or agreed negotiation between the Plaintiffs and the City. The crux of the claim is the illegal and continued illegal action of the City of Windsor in acting Ultra Vires the powers clearly defined by the Constitution Act 1867 Constitution Act, 1867 (UK), 30 & 31 Victoria, c 3, the Municipal Act, the provincial guidelines and mandates issued by the Chief Medical Officer of Ontario, and even the Policy HRHAS – POL – 0002 enacted by the Counsel of the City of Windsor on September 17, 2021. This has resulted in irreparable harm to the Plaintiffs who now seek the assistance of this Honourable Court.

34. The issues forming the subject matter of this Claim are, in their pith and substance, Constitutional in nature questioning the authority of the City of Windsor to act outside the authority of the Constitution Act, 1867, 30 & 31 Vict, c 3, the Municipal Act 2001, SO 2001, the guidelines issued by the Province of Ontario, and even the Policy HRHAS – POL – 0002 enacted by the Counsel of the City of Windsor on September 17, 2021 There is no other competent authority which has the jurisdiction to address these issues in their totality. Consequent on the above, the exclusive jurisdiction of this Honourable Court is a product of fact and law pursuant s.92 (10)

Constitution Act, 1867. Constitution Act, 1867 (UK), 30 & 31 Victoria, c 3,

35. The constitutional issues and the questions to be determined by this Honourable Court are not directly nor indirectly, expressly nor tacitly, addressed or provided for in any collective agreement between the unionized Plaintiffs, their respective unions, and the City.
36. The Collective Bargaining Agreement does not have any express or implied provision that contains an obligation to get vaccinated. If that was the case, the City should have negotiated a Memorandum of Agreement to include a provision that provides for mandatory vaccination for employees. There was not any sort of negotiation between the Union and the City that shows a clear intention to include mandatory vaccinations in the Collective Bargaining Agreement. This is further evidenced by the fact that on December 15, 2022, the city sent letters directly to the workers, and not to the Union containing an offer to rehire the unvaccinated and undisclosed employees. By sending these letters to the workers without the intervention of the Union, the City acknowledges that enacting a policy requiring mandatory vaccinations is outside of the Collective Bargaining Agreement, and, furthermore, the City recognizes that its decision to fire unvaccinated and undisclosed workers on January 4th, 2022, was outside its legal authority.
37. Consequently, no Arbitrator, Adjudicator, nor Board has exclusive jurisdiction over whether the City of Windsor acted ultra vires the powers under the Municipal Act, the Constitution Act, the health directives enacted by the Province of Ontario, and the Canadian Charter of Rights.

38. This Court has the jurisdiction to grant the Plaintiffs' prayer for relief regarding damages, including punitive damages, special damages, distress damages, and any other damages the court may deem fit pursuant to s. 24(2) of the Canadian Charter of Rights and Freedoms or any other form of common law or relief.

~~D. THE IMPUNGED POLICY~~

D. THE POLICY AND ITS UNLAWFUL IMPLEMENTATION

39. The Plaintiffs plead that the City of Windsor on September 17, 2021, enacted and implemented a mandatory vaccination requirement — *HRHLAS-Pol-002* ("Policy"). The Policy mandated a specific path targeting unvaccinated and undisclosed employees. The Policy required all employees to prove they were fully vaccinated by November 15, 2021. The Policy further provided for accommodation by creating medical or religious exceptions. Almost all requests for medical or religious exceptions were denied by the City.

40. Pursuant to clause 6.11.3 of the Policy, the City dictated that "these employees would be placed on an unpaid leave of absence and will not be permitted to use sick time, vacation days, floating holidays, banked overtime, management overtime, or any other pay or time off options instead." The decision of the City of Windsor to place the Plaintiffs on unpaid leave of absence and to further deny the use of "sick time, vacation days, floating holidays, banked overtime, management overtime, or any other pay or time off options" was a form of punishment carried out by the City of Windsor and was outside of the City's legal authority under the Municipal Act and more importantly, the guidelines issued by the Province of Ontario to address the provinces concern around the control of COVID-19.

41. On November 15, 2021, the City of Windsor placed on unpaid leave employees who did not consent to get vaccinated, and those who did not show proof of vaccination. This Policy, on its face and in its application, created a distinction based on enumerated or analogous grounds. The effect of the Policy was to create a toxic workplace which segregated unvaccinated workers from vaccinated staff while simultaneously punishing and denying the Plaintiffs their s.15 equality rights of equal treatment and equal benefits under the law (Charter of Rights and Freedoms).
42. The Policy discriminates against those who do not consent to the vaccination or who do not consent to providing their vaccination record to their employer, effectively forcing these individuals to consent to a medical treatment they cannot accept or risk losing their employment.
43. The Policy denied a benefit in a manner that has the effect of reinforcing, perpetuating, or exacerbating disadvantage in breach of their s.15 guaranteed rights under the Charter of Rights and Freedoms.
44. The Policy provided a benefit to vaccinated employees in that, they were authorized to work from home, while conversely denying the Plaintiffs. Both are the same class of the City's employees, trying to earn a living.
45. But for the discriminatory policy enacted by the City of Windsor, there is no other legal basis for laying off the Plaintiffs and the subsequent denial of benefits previously accumulated and the pain and suffering endured by the Plaintiffs.

46. On January 4, 2022, the City of Windsor took further steps to punish the Plaintiffs without regard to the Constitutional Rights of the Plaintiffs by wrongfully firing them without any legal authority. This was done despite the city's own policy which made no mention of any authorization for the firing of the Plaintiffs. This decision was made without regard to years of services or respect for frontline responders. The decision of the City of Windsor to fire the Plaintiffs is a further breach of the *Constitution Act, 1867 (UK), 30 & 31 Victoria, c 3*, the *Charter of Rights and Freedoms*, the *Municipal Act* and even the City's own policy passed by City Council which gave no legal authority for the firing of the Plaintiffs.
47. On January 4, 2022, Mayor Drew Dilkens announced: "In keeping with public health measures announced yesterday, the City of Windsor is required to close some facilities. **We have also returned to a work-from-home scenario for the vast majority of our employees consistent with the new rules.**" (Emphasis supplied). While the Mayor mandated that city staff work remotely, he simultaneously fired the Plaintiffs, denying them the opportunity to earn their livelihood. **The actions of the City were completely unreasonable, had no legal basis, and defies all logic of protecting the workplace since the City on the same date mandated that the vast majority of City staff would be required to work from home.**
48. Breach of the employees Canadian Charter of Rights and Constitutional Rights does not have any legal or rational connection with protecting the health and safety of the workers. Rather the measure of terminating the employees is a form of retaliation and punishment against the unvaccinated and undisclosed workers for exercising their Constitutional Rights.

49. ~~The Plaintiffs claim that the decision by the City of Windsor to fire the Plaintiffs on January 4, 2022, was in breach of the basic principles of fundamental justice and the Plaintiff's s.7 Charter rights not to be deprived of the right to life, liberty and security except in accordance with the principles of fundamental justice.~~
50. On February 14, 2022, Premier Doug Ford announced to a welcoming Ontario, that the province is ending its COVID-19 vaccine passport system starting on **March 1, 2022**. Premier Doug Ford also declared that **Ontario will also lift proof of vaccination requirements for all settings at this time.**

51. The following quote by Dr Kieran Moore the Province of Ontario's Chief Medical Officer on February 17, 2022, is demonstrative of the intent of the Provincial mandate:

We have not mandated immunizations (Vaccinations). We have mandated that organizations have immunization policies "say *let's get immunized, get educated regarding the benefits and risks of the vaccine and or have a testing strategy.*" So that mandate to have an immunization Policy, it's my intent, together with negotiation with partners, to have them removed by March 1. **And I think that's prudent it follows the removal of proof of immunization for other venues.** So, I think it's timely to remove them for businesses. There may be mandates by organizations that are not government that would want to have a testing strategy continue, especially if they have a high-risk setting. **And I'll just also be particular that there was mandate for vaccination in long term care facilities by the Minister that is separate as it wasn't a directive by the chief medical officer health office. (Emphasis supplied)**

The failure of the City of the Windsor to follow the guidelines of the Chief Medical Officer of the Province of Ontario is not an issue that can be addressed in the Collective Bargaining process but one which requires Judicial interpretation, external to any potential issues under the Collective Bargaining Agreement in the context of the Constitutional rights of the Plaintiffs.

52. ~~The Plaintiffs claim that their Charter right to freedom of religion as protected under section 2(a) was violated by the City of Windsor. The Policy offends their sincerely held religious beliefs in a manner that is more than trivial or substantial.~~
53. On December 15, 2022, the City sent a letter including an offer to rehire most of the Plaintiffs. In that letter the City offered the plaintiffs to go back to work under certain conditions. This letter is a clear indication that the city acknowledges that the decision taken on January 4th, 2022, to terminate the employees was done without any legal authorization. The City is recognizing that firing the employees was an egregious violation of the Constitutional Rights of the Plaintiffs, and was in fact a punishment or retaliation against the unvaccinated and undisclosed workers for exercising their right to control their own bodily integrity

E. THE CITY RETALIATED AGAINST UNVACCINATED AND UNDISCLOSED WORKERS

54. The January 4, 2022, decision by the Mayor of Windsor to wrongfully fire the employees without any legal authority is a form of retaliation and punishment against the unvaccinated and undisclosed workers. This punishment and retaliation were done despite the city's own policy which made no mention of any authorization for the firing of the Plaintiffs. Terminating the employees and denying their basic rights does not have an adequate rational connection with protecting the health and safety of the workers.
55. The fact that the City demanded the unvaccinated and undisclosed workers to go back to work in December, 2022, is a clear indication that the City knew that terminating the employees was a wrongful act.

F. THE CITY ACTED ULTRA VIRES ITS POWERS

56. The City of Windsor has an obligation to act within the powers given by the Constitution and the law. On January 4th, 2022 the City of Windsor punished and terminated the unvaccinated and undisclosed workers without any legal authority to do so. The City acted Ultra Vires the Constitution Act, section 92(8) *Constitution Act, 1867* (UK), 30 & 31 Victoria, c 3, which assigns to provinces exclusive legislative authority regarding “Municipal Institutions in the Province”, The Municipal Act of Ontario 2001, which states that the city’s policies and regulations must be in accordance with the provincial mandates, the health directives mandated by the Province of Ontario, and even against the Policy passed by the City Council which did not provide any guidelines or authority for firing the Plaintiffs.

~~E.~~ G. BREACH OF CANADIAN CHARTER OF RIGHTS VIOLATIONS

SECTION 7 – Constitutional Breaches

57. The Plaintiffs say that their right to security of the person interest protected under section 7 of the Charter “Canadian Charter of Rights and Freedoms, s 7, Part 1 of the Constitution Act, 1982, being Schedule B to the Canada Act 1982 (UK), 1982, c 11.” is violated by the decision made by the City of Windsor to terminate the unvaccinated employees as this interferes with personal autonomy, and one’s ability to control their bodies. The plaintiffs were also deprived of their economic rights fundamental to human survival without accord to the principles of fundamental justice.
58. The principles of fundamental justice include the principles against arbitrariness, overbreadth and gross disproportionality. The firing of the Plaintiffs on January 04, 2022, was an arbitrary decision, an

overreach of the City's own policy and an arbitrary decision by the Mayor.

59. Common Law Rights and the protections guaranteed by S.7 of the Canadian Charter of Rights have clearly established that forced vaccination constitutes forced medical treatment contrary to the principles developed in Canadian jurisprudence. The decision of the mayor to simultaneously issue an order for employees to work from home while firing unvaccinated workers cannot be demonstrably justified in a free and democratic society.

~~SECTION 2(a) — Constitutional Breaches~~

- ~~45. As set out in the Charter of Rights and Freedoms, everyone has wide-ranging fundamental freedoms, namely including: freedom of conscience and religion. The City of Windsor, based on the claims set out above, have violated the Plaintiffs s.2(a) Charter rights.~~

SECTION 15 – Constitutional Breaches

60. Section 15 of the Charter Canadian “*Charter of Rights and Freedoms, s 15, Part 1 of the Constitution Act, 1982, being Schedule B to the Canada Act 1982 (UK), 1982, c 11.*” applies to government action in the form of legislation, regulations, directions, policies, programs, activities and the actions of government agents carried out under lawful authority. Under the Charter of Rights and Freedoms, “every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability”.
61. The City of Windsor denied the rights to equal protection and equal benefit of the law to the Plaintiffs, in a manner Ultra Vires the powers of the City of Windsor.

62. The Plaintiffs claim discrimination, in violation of equality rights under section 15 of the Charter. The firing of the Plaintiffs on January 04, 2022, was clearly discriminatory in that on the same day the Mayor ordered that the bulk of City workers work from home. The City of Windsor denied the Plaintiffs the right to equal protection and equal benefit of the law in a manner that was *Ultra Vires* the legal powers of the City of Windsor.
63. ~~The Canadian Charter of Rights and Freedoms guarantees the rights and freedoms set out within subject only to such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society. The issue of demonstrably justified must be considered in the context of the fact that the City of Windsor continues to deny livelihood to the Plaintiffs, in total contradiction to all acceptable science including the Centre for Disease Control and the Federal Government of Canada, the Premiers of the Provinces, the Chief Medical Officer of Ontario and a further 44 municipalities across the province of Ontario.~~
64. ~~The facts as stated above clearly demonstrate that the actions of the City of Windsor are not demonstrably justified in a free and democratic society. The Plaintiffs strongly assert that the Policy fails to meet the Oakes test of demonstrably justified in a free and democratic society as mandated by section 1 of the Charter.~~

65. The decision to terminate the employees by the City of Windsor is not prescribed by Law. To the contrary, the Policy was capricious, bore no relationship to the stated objectives and was overly broad in a manner which was outside the jurisdiction of the City contrary to the Municipal Act, the guidelines enacted by the province of Ontario and the Canadian Constitution Act and the Canadian Charter of Rights and Freedoms.
66. The actions of the Mayor on January 04, 2022, in one breath declared that the majority of City workers will work from home and in the second breath fired the Plaintiffs. This, therefore, cannot be demonstrably justified under section 1 of the Charter. At this moment in time, there is no possible rationale that it was reasonable to fire the employees on the basis that it was necessary to protect the workplace demonstrably justified under section 1 of the Charter.
67. There were several other alternative measures that the City could have mandated in order to achieve its objective of creating a “safe environment for the employees” without destroying the lives of the Plaintiffs. The simple solution would be to follow the guidelines and direction of the Province of Ontario by using prescribed measures, such as rapid testing, wearing gloves, distancing etc.

68. The firing of the Plaintiffs was not part of the Policy enacted by the City of Windsor, and therefore lacks any legal authority. To the contrary, the Policy was capricious, bore no relationship to the stated objectives and was overly broad in a manner which was outside the jurisdiction of the City contrary to the *Municipal Act*, the guidelines enacted by the province of Ontario, the *Canadian Constitution Act, 1867* (UK), 30 & 31 Victoria, c 3, and the *Canadian Charter of Rights and Freedoms*.

F. H. Irreparable Injury to Plaintiffs from the Policy

69. ~~Absent an order of Mandamus requiring the City of Windsor to comply with the Ontario Government Covid mandates, the Municipal Act, and ordering the “City” to stop acting Ultra Vires and beyond its legal powers, the Plaintiffs will suffer tremendous on-going damages.~~
70. Furthermore, the decision on January 4th, 2022, to terminate the plaintiffs while simultaneously allowing city workers to work from home was clearly a form of retaliation intended to punish the plaintiffs, raising the need for punitive relief from this Honourable Court.
71. The Plaintiffs claim punitive damages from the Defendant who acted in a manner knowingly that would cause the most extreme harm and damage suffered by the Plaintiffs and their families. The Plaintiffs reserve their right to amend the amounts claimed for punitive damages.

72. As a result of the illegal decision by the Mayor on January 04, 2022, the Plaintiffs have suffered the following damages:

- a. Severe and permanent psychological, physical and emotional trauma;
- b. Loss of employment opportunities;
- c. Worsening physical health because of inadequate medical support;
- d. Reputational damage;
- e. Loss of sleep;
- f. Loss of trust in others;
- g. Loss of self-confidence;
- h. Loss of income;
- i. Loss of opportunity for future income;
- j. Post-traumatic stress disorder;
- k. Families' breakdown and financial, social and emotional consequences;
- l. Breakdown of marriages;
- m. Children with stagnation and loss of educational opportunity;
- n. Homelessness;
- o. Loss of pension;
- p. Loss of Post-Retirement Benefits;
- q. Loss of family status; and
- r. Other such damages as will be proven at the trial of this action;

G. I. REMEDY SOUGHT

The Plaintiffs Claim:

A- A declaration that the Mayor of the City of Windsor acted Ultra Vires the Constitutional Act Constitution Act, 1867 (UK), 30 & 31 Victoria, c 3,, the Ontario Municipal Act, the City of, and Charter protected rights by firing the Plaintiffs.

- a. ~~A declaration that the application of the Policy by suspending and or terminating unvaccinated employees was unconstitutional and an infringement of the constitutional rights of a specific group, the Plaintiffs;~~
- a. ~~An order of Mandamus directing the City of Windsor to follow the guidelines issued by the Province of Ontario and remove the need for proof of vaccination in the workplace as a condition of employment with the City of Windsor;~~
- b. ~~e. An order of Mandamus requiring the City of Windsor to appropriately comply with the Ontario Municipal Act, the province of Ontario mandates, and the Policy enacted by the City of Windsor;~~
- ~~c. A declaration that the application of the Policy by suspending and or terminating unvaccinated employees was unconstitutional and an infringement of the constitutional rights of a specific group, the Plaintiffs;~~
- b. A declaration that the Plaintiff's sections 7, and 15 *Charter* rights have been violated by the Defendant in a manner that is not reasonable and justified in a free and democratic society;
- c. A declaration that the City punished and retaliated against the Plaintiffs for exercising their Constitutional Right not to disclose their vaccination status and/or get vaccinated.
- d. General damages for violation of the Plaintiffs' constitutional rights and freedoms pursuant to sections, 7 and 15 of the Charter in the amount of \$250,000 per Plaintiff;
- e. Special damages to be determined for each Plaintiff;
- f. Punitive and exemplary damages in the total amount of \$1,000 per day per Plaintiff beginning March 01, 2022. ~~I These damages continue daily until the City of Windsor ceases the illegal practice of forced vaccination contrary to the powers granted under the *Municipal Act*.~~
- g. Aggravated damages for mental distress in the amount of \$ 50,000 per Plaintiff or in such other amount as is determined by this Honourable Court;
- h. Costs of this action on a substantial indemnity basis plus applicable taxes, pursuant to s. 131(1) of

the *Courts of Justice Act*;

- i. Prejudgment interest, pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 128;
- j. Post judgment interest, pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 129; and
- k. Such further and other relief this Honourable Court may determine just and equitable in the circumstances.

~~August 16, 2021~~
January 19, 2023

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Solicitor for the Plaintiffs

Court File No. CV-22-00684908-0000

BETWEEN

MICHAEL HEYNESBROEK

et al

(Plaintiffs)

and

THE CORPORATION OF

THE CITY OF WINDSOR

(Defendant)

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

AMENDED STATEMENT OF CLAIM

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Solicitor for the Plaintiffs

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits

COLLECTIVE AGREEMENT

BETWEEN

CORPORATION OF THE CITY OF WINDSOR

AND

**WINDSOR MUNICIPAL EMPLOYEES'
LOCAL 5 4 3
CANADIAN UNION OF PUBLIC EMPLOYEES**

JANUARY 1, 2017 - DECEMBER 31, 2020

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C.U.P.E. LOCAL 543

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T H I S A G R E E M E N T made in duplicate this **27th** day of

February, 2017

B E T W E E N:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 543 "WINDSOR MUNICIPAL EMPLOYEES",
hereinafter referred to as the "UNION"

Of the First Part;

- and -

THE CORPORATION OF THE CITY OF WINDSOR
hereinafter referred to as the "CORPORATION"

Of the Second Part;

WITNESSETH THAT:

WHEREAS it is the desire of the Union and the Corporation to provide efficient administration and economical operation of municipal service in the City of Windsor, and both parties agree that for such purposes it is essential to maintain the existing harmonious relations between the Corporation and the members of the Union, to provide machinery for the prompt and equitable disposition of grievances, to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Union and the well-being of the Civic Service as a whole;

NOW THEREFORE to effectuate the foregoing, the Parties hereto hereby mutually covenant and agree as follows:

ARTICLE 1 RECOGNITION

- 1.01 The Corporation recognizes the Union as the exclusive bargaining agent for all of its employees, save and except each and every of the several classifications for employment specifically enumerated in Schedule "A" attached hereto, which Schedule "A" so attached is agreed between the Parties to be and form part of this agreement.

- 1.02 The Parties agree that in the event of the creation of new positions, sections, and/or departments under the authority of the Council of the Corporation, the bargaining rights for the affected employees will be the subject of discussion and negotiation to determine the appropriate local union jurisdiction.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Corporation to hire, lay-off, promote, demote, classify or to transfer any employee, and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Corporation might have conferred upon it by any Statute from time to time. The exercise of such rights by the Corporation shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.
- 2.02 The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its responsibilities. In addition to the location of its plants or places of employment, the methods, processes and means of performing the various works are the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

ARTICLE 3 - RIGHTS OF CORPORATION AND UNION

- 3.01 The Corporation and the Union agree that all rights, privileges and authorities vested in them respectively by this agreement shall be exercised in a manner consistent with the terms thereof, and shall be subject to the procedures, provisions, regulations and restrictions governing the exercise of such rights, privileges and authorities as provided in this agreement.
- 3.02 No written or oral agreement will be made by any of the Parties hereto which may conflict with the terms of this agreement. Nothing herein contained shall deprive the Parties of the capacity to mutually amend this agreement.

ARTICLE 4 - EMPLOYEE'S RIGHTS

- 4.01 Every employee excepting temporary employees and recreation employees as defined in Article 12.06 and Article 26.01 respectively shall be subject to a probationary period as follows:
- (i) Regular Full-Time
a probationary period of one hundred and twenty (120) calendar days of continuous employment after which they become regular full-time employees as defined in Article 4.03 (i);

(ii) Regular Part-Time

a probationary period of six (6) months from the date of hire after which they become regular part-time employees as defined in Article 4.03 (ii);

For job posting purposes only, probationary regular part-time employees shall be considered as regular part-time employees after three (3) months from the date of hire and shall be subject to Article 12.02 (b) should they be successful.

(iii) Student

a probationary period for students as defined in Article 5.01.

During which period the Corporation shall have the right to discharge such employee without grievance, provided that every employee shall have the right to grieve on any other matter coming within the scope of this agreement and shall otherwise enjoy the rights, privileges and benefits as provided, and shall conscientiously perform and observe all obligations and responsibilities contained in this agreement.

4.02 During the said probationary period, if an employee is laid off for any period not exceeding fourteen (14) calendar days, such lay-off shall not be deemed to be an interruption of his/her continuous employment.

4.03 During the time that an employee is serving a probationary period in accordance with the terms of Article 4.01, he/she shall be known as a probationary employee. After completion of the requisite probationary period, he/she shall be known as either a regular full-time employee or a regular part-time employee.

(i) The term "regular full-time employee" shall be defined as an employee of the Corporation, who having successfully completed the full-time probationary period under Article 4.01 (i), who is regularly scheduled to work the normal work week as defined under Article 16.

(ii) The term "regular part-time employee" shall be defined as an employee of the Corporation, who having successfully completed the regular part-time probationary period under Article 4.01 (ii), who is regularly scheduled to work not more than twenty-five (25) hours per week.

(iii) Regular part-time employees shall only be required to work up to twenty-five (25) hours per week. A regular part-time employee may however at his/her option, exceed twenty-five (25) hours per week if the employee so wishes. Such option shall be in writing via a waiver. An employee may rescind such waiver with thirty (30) days written notice to the Executive Director of Human Resources or designate, Executive Director of their Department and the Union.

(iv) With the exception of temporary appointments made under Article 12.06 and a regular part-time employee who exceeds twenty-five (25) hours per week pursuant to Article 4.03 (iii), a regular part-time employee who works in excess of fourteen (14) consecutive weeks shall become a regular full-time employee.

- 4.04 Upon satisfactory completion of the probationary period aforesaid, the seniority of a regular full-time or a regular part-time employee shall be effective from the date upon which the probationary period commenced, (except as provided in Article 12.06 (d)), and he/she shall not be required to serve a further probationary period upon being rehired by the Corporation after any lay-off up to twenty-four (24) months in duration provided that, if such lay-off exceeds twenty-four (24) months in duration the provisions of this agreement shall apply to such employee in the same manner as if he/she were a new employee.
- 4.05 An employee shall be deprived of any further rights under this agreement if any of the following events shall occur:
- (1) If he/she voluntarily quits the employ of the Corporation;
 - (2) If he/she is discharged and such discharge is not set aside under the grievance and arbitration procedures herein;
 - (3) If he/she is laid off for a continuous period exceeding twenty-four (24) months calculated from the date of lay-off;
 - (4) If he/she is absent from work without permission for a period of three (3) consecutive working days, unless such absence was caused by circumstances beyond the control of such employee, as a result of which he/she was unable to advise the Corporation of the reason for his/her absence;
 - (5) If the Corporation shall serve notice on the employee by certified mail kit, registered mail, or telegram to such employee at his/her last known address, requiring the employee to return to work following a period of lay-off and,
 - (i) the employee fails to notify the Corporation within seven (7) calendar days after the delivering of notice, of his/her intention to return to work, or
 - (ii) after having so notified the Corporation the employee fails to return to work on the appointed day;
 - (6) On confirmation of his/her appointment in any position outside the bargaining unit;
 - (7) If the employee fails to make application as prescribed in Article 19.04(4) to return to work following such approved leave or having made application, does not report to work (except for just cause) on the appropriate date
- 4.06 All employees shall notify their Department Heads in writing within one (1) week of any changes in their address, telephone number, marital status and number of dependents.

4.07 Whenever seniority is to be applied for the purpose of this agreement, it shall mean,

Firstly, the length of continuous service with the Corporation as a Regular Full-time or Regular Part-time employee within the jurisdiction of Local 543, measured from the date from which seniority becomes effective in accordance with Article 4.04 of this agreement.

Secondly, the length of continuous service with the Corporation, as an employee within the jurisdiction of Local 82 measured from the date which seniority becomes effective in accordance with Article 4.04 of this agreement.

It is agreed and understood that seniority within Local 543 shall be maintained on two separate seniority lists, that of regular full-time and regular part-time.

Seniority for regular part-time employees shall be established on the basis of hours worked. With regard to job postings the seniority of regular part-time employees shall be considered as at the closing date of the job posting.

Effective the first day of the month immediately following the date of ratification by Council of this Collective Agreement, should a regular part time employee be successful in obtaining a regular full-time position, such employee will receive credit for seniority accrued prior to such appointment, based on the normal work week for position/positions worked, on the basis that 33.75 hour work week = 1,755 hours = 1 year of seniority, 35 hour work week = 1,820 hours = 1 year seniority, 37.5 hour work week 1,950 hours = 1 year seniority, 40 hour work week 2,080 hours = 1 year seniority, 41.25 hour work week = 2,145 hours = 1 year seniority.

Should a regular full-time employee be successful in obtaining a regular part-time position the employee shall accumulate seniority as a regular part-time employee and such seniority shall be added to the full-time seniority attained to date of the appointment. At no time shall the seniority equate beyond the employee's hiring date.

4.08 Each year the Corporation shall cause a separate seniority list to be made of all regular full-time and regular part-time employees covered by this agreement readily showing their length of service with the Corporation, and their length of service in Locals 543 and 82 from the first day of the last period of continuous service in the bargaining units. Such list shall be placed on the bulletin board of each department and a copy thereof shall be sent to the Secretary of the Union in January of each year.

Seniority for regular part-time employees shall be shown in hours worked.

4.09 Whenever an employee is transferred from one department to another department within the jurisdiction of Local 543 or Local 82, he/she shall not lose the right to exercise seniority based upon his/her length of service with the Corporation within the said Local Unions.

- 4.10 An employee who is assigned to a position outside the Bargaining Unit shall be entitled to return to his/her former position within the Bargaining Unit without loss of seniority,
- (i) if he/she is not confirmed in the new position at the expiration of the confirmation period, or,
 - (ii) if he/she was assigned to such a new position for a specified temporary period only.

Effective January 1, 2005 any new assignment outside the bargaining unit shall not be in excess of twelve (12) months unless mutually agreed upon by the Corporation and the Union.

Effective January 1, 2017 any new assignment outside the bargaining unit shall not be in excess of eighteen (18) months unless mutually agreed upon by the Corporation and the Union.

- 4.11 The following procedures shall be followed with respect to lay-off and rehiring:

Whenever it becomes necessary to reduce the workforce, employees shall be laid off in reverse order of seniority within their regular full-time or regular part-time seniority list.

The Corporation agrees to give written notice of lay off with the provisions of the Employment Standards Act. This notification shall consist of eight (8) weeks, with day one being the date when the employee is provided with his/her individual lay off notice. The employee must make a decision of the position that they have chosen to exercise their right to bump into within three weeks of receiving notification of layoff, the employee will not be compensated for the position they have chosen until they move into said position, unless the request to remain in their current position for a longer period of time is made by the Corporation. The Union agrees that if any such employee is absent from work without just cause after receiving notice as aforesaid, he/she shall not be entitled to participate in any way whatsoever, in the Sick Leave Benefits provided under this agreement, for the time he/she is so absent.

Displaced employees may exercise their rights to displace another employee with less seniority that occupies any classification provided they meet the qualifications.

A displaced employee may choose to accept a placement in a vacant position prior to the vacant position being posted for the consideration of other employees within the bargaining unit. The displaced employee must meet the qualifications of the vacant position before being placed in said position.

Once a displaced employee had made their position choice to the Corporation, this decision is considered to be final and cannot be reconsidered.

All employees who have been laid off shall be entitled to be rehired in order of seniority within their respective full-time or regular part-time seniority list, and the Corporation shall not hire any new employees in priority thereto, in any classification in which such laid off employees are qualified.

In the event that a displaced employee does not have the seniority to displace an employee in any classification, the following order of placement shall apply:

The displaced employee shall be placed into any vacant classification provided they meet the qualifications of the position.

Should no vacant position be available per above, the displaced employee shall bump any temporary employee who is performing duties on a temporary basis that the displaced employee meets the qualifications of the position. The displaced employee shall continue to replace temporary employees as above, until such time as their seniority permits them to displace an employee in any classification provided that they meet the qualifications.

The Corporation shall provide to the laid off employee, at the time the employee is served with their lay-off notice, the current vacancy list, all available job postings/job descriptions and a current seniority list for all positions held by Union members with less seniority.

During period of lay-off, affected employees shall be responsible for keeping their Executive Director and the Executive Director of Human Resources or designate informed at all times of the address where they can be notified in the event of recall.

Effective January 1st, 2018, should a displaced employee be eligible to bump into a higher classification than the employee presently holds then the terms "qualified and meets the qualifications" means having the education and experience as denoted on the most recently available job posting and successfully passing any tests as would be required in a normal recruitment for the higher position/classification, subject to the following:

a) The test shall be the one used in the most recent recruitment for the applicable position, however, if, as at the date of ratification of this agreement, there is not a job specific test for a position, one may be created by the applicable department and filed with the Human Resources department on or before December 31, 2017 and may be used for any subsequent recruitments or for bumping purposes. Further, the Corporation shall have the right to review all tests and to update the same as necessary to keep pace with the legislative or other requirements of the job every two years.

b) The passing mark for the test shall be determined by the Department as is the case in a normal recruitment;

c) The Corporation will provide any and all study material that the Corporation uses for the purpose of recruitment of the applicable position, provided that it is understood that not all tests currently administered for the recruitment of positions have study material;

d) The Employee exercising his/her bumping rights shall write the test within 10 days of receipt of the study material noted in clause (c) above, provided that if there is no study material available for the applicable test, the Employee shall write the test within 10 days of being notified by the Human Resources Department that he/she otherwise qualifies for the applicable position;

e) The Employee may only write the applicable test one time for each job selection for which they are deemed qualified for and for which they hold the highest seniority. In the event that the test is the same for multiple positions, the result shall only apply for the position for which the test was administered and the results will not be kept on file or used for any other purpose.

- 4.12 A regular full-time employee who has been on Long Term Disability benefits pursuant to Article 20 and who has been retrained may exercise his/her seniority over a junior employee in any other classification within the jurisdiction of C.U.P.E. Local 543 for which the retrained employee is qualified as decided by Management.

ARTICLE 5 - STUDENT EMPLOYMENT

- 5.01 The Corporation may hire students during the summer school break and they shall be considered as probationary employees for the full period of their employment and while so engaged shall receive the student rate as provided in Schedules "B" and "C" or the special student rate as provided in Schedule "C" attached hereto. No such student shall be employed beyond September 30, or the school starting date, whichever is the earlier.

The Corporation may with the Union's consent, hire students under Co-operative Student Employment Programs at any time during the year. Any student hired by the Corporation under such a Co-operative Student Employment Program with the Universities, Colleges or Governmental agencies shall receive the "special student rate" as provided in Schedule "C" attached hereto.

Notwithstanding the above, effective January 1, 1991 the Student Rates shall be contained in Schedule "C". All other provisions of this Article shall remain in effect.

"Student" shall mean a person attending school, college or university on a full time basis and who has indicated his/her intention to return to school or one who is engaged by the Corporation under a co-operative student employment program with the universities, colleges or governmental agencies.

- 5.02 No students shall be hired if any member of the bargaining unit who has achieved seniority has been laid off and such laid off member has the necessary qualifications to fill the position, nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority. Any students hired shall not achieve seniority under this agreement, notwithstanding their length of service in any year or their accumulation of length of service in any number of years.
- 5.03 As a condition of employment each student shall provide at his/her own expense one pair of safety shoes or boots (if required by the job) and two pairs of pants and two shirts. The shirts, pants, and safety shoes must be worn and must be in accordance with the standard issue worn by other employees at the particular time of the year. It is the intent of the parties that the student be outfitted as hereinbefore described on the first day of his/her employment. This paragraph will not apply to clerical staff and such other positions where the wearing of such clothing and/or safety shoes is deemed unnecessary or not required.
- 5.04 Students shall not be entitled to those fringe benefits set forth in Articles 20.01, 20.02 and make-up pay under Articles 20.05 and 20.06 hereof. Students shall not be entitled to shift premium.
- 5.05 Students who are required to report for work may be sent home and in such event shall receive pay for three (3) hours or pay for the time worked, whichever is the greater.

ARTICLE 6 UNION SECURITY

- 6.01 All employees of the Corporation for whom the Union is the exclusive bargaining agent as provided in this agreement shall be or immediately become and remain members of the Union in good standing in accordance with the Constitution and By-laws of the Union as a condition of employment or continued employment by the Corporation. The Corporation agrees, therefore, that, subject to the provisions of Section 51 of The Labour Relations Act, R.S.O. 1995, and amendments thereto, it will not retain in its employ any employee covered by this agreement who is not a member of the Union in good standing.
- 6.02 The Corporation will invite the President of Local 543 to participate in the Corporation's New Employee Orientation Program.
- 6.03 All new employees, within three (3) working days after commencement of employment, shall obtain application forms for membership in the Union from the local Union Treasurer or other authorized representative of the Union. The Employer shall include the CUPE Local 543 digital message with the Employer's online New Employee Orientation video for new employees as approved in length and content by the Corporation.
- 6.04 The Union agrees to advise the Executive Director of Human Resources or designate in writing within forty-eight (48) hours of the date upon which the application of an employee for membership in the Union is refused.

ARTICLE 7 - CHECK OFF OF UNION DUES

- 7.01 The Corporation agrees to deduct Union dues and special Union assessments applicable to all members and authorized under the Union's Constitution from the pay of every employee within the scope of this agreement, and to transmit the total amount of such deductions to the local Union Treasurer by the 15th of the month following the month such deductions are made. Deductions shall be taken from each pay and shall be accompanied by a list of employees from whose wages the deductions have been made.
- 7.02 The Corporation further agrees to record all employees' contributions of Union dues paid annually, exclusive of special assessments, on the individual employees' T 4 statements of remuneration paid issued annually by the Corporation for income tax purposes.
- 7.03 The Union agrees to save harmless and to indemnify the Corporation for any action that may arise through the deduction of dues and special assessments from any employee's pay, on behalf of and at the instruction of the Union.

ARTICLE 8 - UNION REPRESENTATION AND LEAVE OF ABSENCE ON UNION BUSINESS

- 8.01 The Corporation will recognize, for the purpose of negotiating a new collective agreement or to discuss any matter arising out of the terms of this agreement, a Union Committee comprised of six (6) representatives of the Local Union to be named prior to negotiations.

Effective January 1, 1991 the Union shall notify the Corporation of the identity of the Negotiating Committee, the Union component of the Joint Job Evaluation Committee and Stewards and any subsequent changes or appointments.

- 8.02 In the event of a Steward transferring to a job outside of the jurisdiction of his/her stewardship the Union shall elect or appoint a replacement from among those employees remaining in the said jurisdiction.
- 8.03 The Union shall have the right at any time to have the assistance of official representatives of the Canadian Union of Public Employees at any meeting arranged with the Corporation for the purpose of negotiating the terms of a new collective agreement or to discuss any matter arising out of the terms of this agreement.
- 8.04 (a) Corporation hereby authorizes the employee's immediate supervisor to grant a short leave of absence with pay not exceeding three (3) hours of any day for a Steward to investigate and attend grievance meetings as set out in Article 9. The request for any such leave of absence shall be made a reasonable length of time in advance on the "Union Time Off Request" form as attached to this Collective Agreement as Schedule "J". If the request cannot be granted, having regard to the efficient operation of the department, the time off will be granted within three (3) working days of the request. In the event the Union representative wishes to speak with any employee in any

department other than his/her own, that employee's immediate supervisor will be advised by the Union representative prior to meeting with the employee.

(b) The Corporation shall provide to the Union a maximum of **4,160** hours per **calendar year** of Employer paid leave of absence to be used by any elected member of the Union, which shall be used for all Union business save and except: a) time taken by Stewards pursuant clause 8.04(a); b) Union participation in the Joint Job Evaluation Committee; c) Union participation in Corporate Health & Safety matters as per the Corporate Health & Safety Time Release Procedure; (d) Union participation in the Employee Family Assistance Program committee meetings; (e) Union participation in the Huron Lodge scheduling committee meetings; (f) Bargaining as per Article 8.01 and (g) Union Executive Board member participation in Executive Board meetings as outlined below in 8.04 (c). It is understood that this time shall be treated as "time worked". Any hours not used at the end of **the calendar year** may not be carried over to the next **calendar year**. All time taken shall be tracked on the "Union Time Off Request" form attached to this Collective Agreement as Schedule "J". Attendance by a Grievor during the grievance hearings shall be at the City's expense.

It is further understood that the time referred to in Article 8.04(b) is not inclusive of the Union's participation in the Joint Job Evaluation Committee, Health and Safety (as per the Corporate Health and Safety release procedure, Employee Family Assistance Program Meetings, Huron Lodge Scheduling Committee meetings and the Executive Board meetings as outlined below in 8.04(c).

(c) At the commencement of each calendar year, the Union agrees to provide the list of dates of Executive Board Meetings (maximum of 2 per month) and shall provide a list of the Executive Board members who will be attending. The Corporation will pay for each member attending to a maximum of three (3) hours per Executive Board meeting. In the event a scheduled Executive Board meeting needs to be rescheduled the Union will provide notice to the Corporation of the new date as soon as practicable.

(d) Hours of Union business under this Article shall be reconciled bi-monthly.

8.05 Employees required by the Corporation to attend any meetings will do so at the expense of the Corporation if such attendance is required during such employee's working day. Employees attending grievance or arbitration hearings shall suffer no loss of regular pay. An employee who attends a Workers' Compensation Hearing in the City of Windsor for the purpose of presenting a fellow employee's appeal shall suffer no loss of regular pay for the time spent presenting the appeal. Time Off in 8.05 will be as per the limitations in 8.04(a) and 8.04(b) above.

Union members of the Joint Job Evaluation Committee and any alternates appointed thereto shall be granted leave of absence with pay and without loss of seniority for periods of time spent meeting as part or on behalf of the Joint Job Evaluation Committee, with such meetings being agreed to by said Committee. These members shall continue to have all the rights and privileges of the Collective Agreement. Such leave of absence shall be of sufficient duration for the members to discharge their

responsibilities.

- 8.06 (a) Union representation at meetings other than negotiations for a new collective agreement, discussions arising out of the terms of this agreement and grievance hearings shall be limited to three members, provided however additional representatives may attend at the Union's expense.
- (b) The provisions of overtime payment shall not apply to any meetings between the Corporation and the Union.

8.07 The Corporation agrees to forward by inter-office mail addressed to the Union Secretary at the place of employment and the Union President at the place of residence (if within the limits of the City of Windsor) a copy of the agenda and minutes for each Council meeting at the same time that such agenda and minutes are forwarded to members of Council.

8.08 The Union agrees that, except in the case of a matter pertaining to the terms of this agreement, or any other matter affecting employees under this agreement which is included in the agenda mentioned in Article 8.07 above, neither the officers nor any member of the Union will make representation either directly or indirectly to any member or members of the Council of the Corporation with respect to any matter coming within the operation of this agreement, or within the procedures provided by

The Labour Relations Act, unless and until all proper procedures provided by this agreement, The Labour Relations Act or any other applicable Statute have been exhausted.

8.09 Any employee who is elected or selected for a full time position with the Union, or any organization with which the Union is affiliated, is elected as a Member of Parliament or as a Member of Provincial Parliament, shall be granted leave of absence by the Corporation for a period of time equivalent to the length of the term of office to which the employee is elected or appointed, and while on such leave of absence shall enjoy uninterrupted seniority provided however,

- (a) That an employee who wishes to return to his/her position and exercise his/her seniority in that behalf, must elect to do so in writing within 15 days of the termination of his/her term of office and make himself available for work within 15 days from the date of his/her election.
- (b) That for purposes of this Article, seniority shall bear the meaning ascribed to it in Article 4.07.
- (c) Such leave of absence shall otherwise be without pay or benefits provided under the terms of this agreement.

Notwithstanding the foregoing employees who are on a leave of absence as a Member of Parliament or as a Member of Provincial Parliament shall be restricted to a ten year maximum leave.

- 8.10 Effective June 1, 1988, it is agreed that when an employee is absent without pay on an approved leave of absence for the purpose of Union business, the Corporation will continue to pay him at his/her regular rate of pay, and will pay all benefit premiums except O.M.E.R.S. payments, as if he/she were present, and the Union will reimburse the Corporation the employee's regular rate of pay and the employee's O.M.E.R.S. payments on a quarterly basis.
- 8.11 It is agreed between the Parties that an employee who is a candidate in a Federal or a Provincial election shall be allowed a six week leave of absence without pay or benefits prior to the election date.
- 8.12 All such requests for Union representation and/or leave of absence on Union business shall be made in writing by the Union representative requesting such time off, on an appropriate form as agreed to between the Parties, and in advance of the time requested where possible, and subject further to Article 8.04. It is further agreed that time off for Union representation and/or leave of absence on Union business shall not be abused.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

A - Grievance Procedure:

- 9.01A In order to ensure that complaints of employees shall be remedied as quickly as possible, the Parties agree that the procedure for submitting and dealing with grievances shall be as follows and the procedures shall be strictly adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual consent:

Step 1 - A sincere effort shall be made by the appropriate supervisor or manager, the employee and the Union Steward to resolve the complaint. If the complaint cannot be heard immediately, the supervisor shall give an appointment no later than **eight (8)** working days for dealing with the matter.

Step 2 - If the complaint is still unsatisfied, any grievance arising therefrom shall be delivered in writing to the appropriate Executive Director within seven (7) working days after the occurrence giving rise to the grievance. Such grievance shall be signed by the employee or by the Union Officers in appropriate cases referred to in Article 9.02, and shall be submitted in quadruplicate upon the form provided by the Corporation and approved by the Union.

Step 3 - The Executive Director or in his/her extended absence, the General Manager shall hear the grievance within five (5) working days after receipt thereof and the Union shall be entitled to have three (3) Union Representatives with the grievor present at the hearing. The Executive Director shall deliver his/her decision in writing to the grievor and the Union Secretary within seven (7) working days after hearing of the said grievance.

Step 4 - Upon receipt of the Executive Director's decision, the Employer or the Union may request within seven (7) working days that a meeting be held with the Executive Director of Human Resources or designate to attempt to resolve the problem before proceeding to the Chief Administrative Officer or designate's level. The Executive Director of Human Resources or designate shall respond within seven (7) working days after the meeting.

If neither party requests a meeting at Step 4, the grievance shall proceed from Step 3 to Step 5.

Step 5 - If the Union wishes to appeal to the Chief Administrative Officer or designate from the decision of the Executive Director and/or the Executive Director of Human Resources or designate, it shall deliver written notice to the Chief Administrative Officer or designate within five (5) working days after receipt of the said decision. The Chief Administrative Officer or designate shall hear such grievance within seven (7) working days after receipt of the said notice, and shall deliver his/her decision in writing to the Union Secretary within seven (7) working days after such hearing.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select from the group in the first instance, or from the grievors in the second instance, one or two employees as representatives of all of the affected employees at any and all hearings held in connection with the grievance or grievances.

The decision of the immediate supervisor, Executive Director, Chief Administrative Officer or designate, as the case may be, shall be final and binding upon the Corporation and the Union and upon any employee affected by it unless a subsequent step is taken within the time limits.

B - Arbitration Procedure:

9.01B If the Union is not satisfied with the decision of the Chief Administrative Officer or designate in the matter of any grievance, it may be submitted to arbitration and the procedure shall be as follows:

Step 1 - The Union shall deliver a written notice to the Chief Administrative Officer or designate within ten (10) working days after receipt of the decision of the Chief Administrative Officer or designate, and within ten (10) days after the delivery of such notice shall designate an Arbitrator to act on behalf of the Union. The Corporation shall appoint its Arbitrator within fifteen (15) days after receipt of the notice to arbitrate. The two (2) Arbitrators, within five (5) days of the appointment of the second of them, shall appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within the time limit, the party lodging the grievance shall within fifteen (15) days request the Minister of Labour for Ontario in writing to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other appointee to such Board.

Step 2 The three (3) Arbitrators shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issues raised by the grievance, and the decision of the Board shall be final and binding upon the Parties. In arriving at its decision the Board shall not change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Chief Administrative Officer or designate, or any penalty imposed upon the grievor. The Board shall also have the power to restore any wages or, as far as possible, any other rights or benefits of which the grievor may have been unjustly deprived, and shall have the power to make an award to implement any settlement which may be agreed upon by the Parties hereto.

C - Management Grievances:

9.01C The Corporation shall possess the right to file a grievance as contemplated by The Labour Relations Act and the procedure shall be as follows:

Step 1 - The Chief Administrative Officer or designate on behalf of the Corporation, shall lodge the grievance with the President of the Union within seven (7) working days of the occurrence giving rise to the grievance. Within five (5) working days of receipt of the grievance, the President and two other elected or appointed officers of the Union, shall meet with the Chief Administrative Officer or designate to discuss the grievance. Within five (5) working days after the said meeting, the President shall deliver to the Chief Administrative Officer or designate, the Union's answer to the grievance.

Step 2 - If the Corporation is not satisfied with the disposition of the grievance by the Union Grievance Committee, the matter may be submitted to arbitration in which event the procedure as set forth in Article 9.01B shall apply mutatis mutandis.

9.02 If a dispute arises, involving the policy of the Corporation or the interpretation or general application of this agreement, including the question of whether or not a matter is arbitrable, the Parties may mutually agree that the grievance procedure shall commence at the Chief Administrative Officer or designate level and shall proceed thereafter in the same manner as any other grievance.

9.03 It is agreed that both Parties shall have the right to call such witnesses as are necessary for the purpose of giving evidence during the hearing of a grievance at any level.

9.04 (a) The Union and the Corporation shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step 2, Article 9.01A or Step 1, Article 9.01C. No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure.

- (b) Subject to 9.02, a grievance which has not been processed by the Grievor or his/her representative in accordance with the time limit prescribed shall be deemed to have been withdrawn.
- 9.05 (a) Effective January 1, 1991 notwithstanding Article 9.04 (a) of the Collective Agreement, should either party allege that the Job Evaluation Referee has not adhered to the intent of Article 7.04 (d) of the Job Evaluation Manual of Procedures, forming part of the Collective Agreement, either party may submit an application for arbitration proceedings.
- (b) No grievance nor arbitration shall be submitted under Article 9 relating to any matter **affecting** the Manual of Procedures, forming part of this Collective Agreement, save and except as in Article 9.05 (a).

ARTICLE 10 - DISCIPLINE

- 10.01 Whenever a written work infraction is issued, or whenever a recommendation is made for suspension or discharge of any employee, a copy of the work infraction report shall be delivered within seven (7) working days of the occasion giving rise to the work infraction report, or the date on which the Corporation becomes aware of the occasion, to the employee in the presence of the Union Steward who shall also receive a copy of the said report; provided however, that where the employee is not at work and it is not possible to deliver the infraction personally to him, such infraction report shall be sent to the employee by certified mail kit, registered mail, or telegram and a copy shall be delivered to the Union Steward. Seven (7) working days shall be defined as seven (7) business days of Human Resources.
- 10.02 In cases of suspension or discharge, the grievance procedure shall commence at the Chief Administrative Officer or designate level and any grievance shall be delivered within seven (7) working days after delivery of the infraction report. At the hearing before the Chief Administrative Officer or designate in cases of discharge or suspension, the Corporation shall firstly present its arguments and evidence in support of its recommendation and the Union shall be privileged to present its arguments and evidence in reply as it considers necessary. Thereafter the grievance shall proceed in the same manner as any other grievance under Article 9. It is agreed that whenever a suspension is imposed it will not be put into effect until the grievance procedure, as set out in Articles 9.01A and 9.01B is exhausted, provided that Management shall have the right at any time to remove any employee from his/her job for reasons of safety to himself or others and/or to prevent damage to equipment.
- 10.03 In the case of discharge or suspension, representatives of the Union and the individual if deemed necessary by the Union shall have the opportunity of meeting with the Executive Director of Human Resources or designate to attempt to resolve the problem before going to grievance procedure at the Chief Administrative Officer or designate's level.
- 10.04 In imposing discipline on a current charge, the Corporation shall not take into account any infraction which occurred more than thirty (30) months previously.

- 10.05 The Parties agree that the Department Head or designate has the right to suspend or discharge an employee, subject to the grievance process.

ARTICLE 11 - NO DISCRIMINATION

- 11.01 The Corporation and the Union agree that neither will at any time, act or proceed in any manner contrary to the provisions of The Employment Standards Act, The Labour Relations Act, The Industrial Standards Act, The Occupational Health and Safety Act, The Ontario Human Rights Code, or The Pay Equity Act all as amended and any Regulations made thereunder, and both parties will adhere to Council's policy respecting no discrimination on the basis of sexual orientation.

ARTICLE 12 - PROMOTIONS, TRANSFERS AND APPOINTMENTS

- 12.01 (a) Subject to what is hereinafter contained, all promotions, transfers and appointments shall be based on skill, knowledge, efficiency and related experience of the employee concerned and where such qualifications are relatively equal, seniority shall be the determining factor. The Executive Director of Human Resources or designate shall post a job posting on the bulletin boards for all departments coming within the jurisdiction of Local 543 and 82, and shall supply extra copies upon request of the Union. The job posting shall be posted for a period of five (5) working days and shall contain full particulars of the positions concerned. All positions in the Bargaining Unit shall be filled by qualified applicants in the following order of eligibility:

- (1) Regular Full-time Members of Local 543
- (2) Regular Part-time Members of Local 543
- (3) Regular employees who are 543 members who have been declared to be rehabilitation candidates by the Rehabilitation Committee having jurisdiction
- (4) Temporary employees and probationary employees (Regular Full-time, Regular Part-time and Recreation employees as listed in the Letter of Intent dated July 20, 2000)
- (5) Local 82 employees who have been declared to be rehabilitation candidates by the Rehabilitation Committee having jurisdiction
- (6) Local 82 employees

Relatively equal shall be defined as where the overall score between two candidates is three (3) marks or less on the overall Recruitment. In considering the scores, a difference in score of 3 to 3.49 shall be rounded to 3 and the candidates shall be deemed equal and a score of 3.5 and greater, the candidates shall not be deemed to be equal. In the event of more than one (1) vacancy, the above relatively equal clause shall only be considered between the two (2) candidates who have the chance to fill the last position/vacancy.

Should a Temporary Full-time, Temporary Part-time or Recreation member(s) of CUPE Local 543 hired before April 17, 2009, as listed in Article 20.01 (a) (viii) be competing for a permanent full-time position against a Temporary Full-time, Temporary Part-time or Recreation member(s) of CUPE Local 543 hired on or after April 17, 2009 and they are deemed equivalent within the hiring process, the highest ranked member(s) hired before April 17, 2009 shall be offered the position.

It is agreed that it is not necessary to post a reclassified position when there is an incumbent in the position which is being reclassified.

If there is no person qualified within Local 543 or Local 82 as aforesaid, the Corporation will then notify the Union accordingly and appoint any person having the required skill, knowledge and efficiency; provided that, if the position is not filled within ninety (90) days after the expiry of the said posting period, the Corporation shall not fill the position thereafter without posting the position again in the same manner aforesaid. No probationary or temporary employee shall be placed in a higher rated position until regular employees have been given an opportunity to apply for such position, unless mutually agreed upon by both Parties.

(b) The Corporation and the Union agree to allow the same recruitment to be used for up to six (6) months from the original posting for any subsequent postings.

- 12.02 (a) Every employee who is appointed to another position within the jurisdiction of Local 543 or Local 82 shall be subject to a confirmation period of ninety (90) calendar days during which time the Corporation shall either confirm such employee in the new position or shall return him to his/her former position without loss of seniority. It is understood that the Corporation in its discretion shall have the right to reduce the confirmation period of any employee who has successfully completed the probationary period referred to in Article 4 hereof. An employee may at any time prior to his/her confirmation elect to return to his/her former position without loss of seniority.
- (b) Should a probationary employee be successful in obtaining a new regular position with the Corporation through a job posting while in their probationary period and the employee has not completed their probationary period at the time of transfer, the employee shall be required to recommence the full probationary period as contemplated in Article 4.01.
- (c) In the event a Regular Part-time employee, who has successfully passed their probationary or confirmation period in the same Regular Part-time position and has been in the same Regular Part-time position for 2080 hours, is successful in obtaining a Regular Full-time position, within the same job code, the confirmation period shall be waived and the employee will be deemed confirmed in the position.**

- 12.03 All new hires to the Corporation shall be subject to a medical examination and a report shall be provided to the Corporation, which is satisfactory to the Corporation, as to the physical fitness of the applicant. All necessary medical examinations, including x-rays, shall be arranged by the Corporation.
- 12.04 The Corporation agrees to simultaneously notify in writing each successful and unsuccessful applicant with seniority and temporary employees for a position following approval of the recommended candidate by the Departmental Executive Director and the Executive Director of Human Resources or designate. Such notice shall indicate the reasons why the unsuccessful applicant was not selected to fill the position; and if testing was a factor in the promotion, the applicant's score and ranking in the test will be revealed. The Corporation further agrees to inform the Union of the identity of all unsuccessful applicants who have seniority with Local 543.
- 12.05 The Union Secretary shall be notified by the Executive Director of Human Resources or designate within five (5) working days of every appointment, resignation, dismissal, or lay-off to or from any position within the Bargaining Unit. Such notification will include employment status, address and hiring date.

Temporary Employees

- 12.06 (a) Effective April 1st, 1986, the Corporation may hire or appoint personnel for a period or periods of up to one (1) year of continuous service for temporary positions or vacancies as indicated herein.

"Temporary position" shall be defined as any job requiring the services of an employee for any of the following reasons:

- (i) to replace a regular employee during periods of temporary absence by reason of illness, injury, disability, **pregnancy leave, parental leave, adoption leave**, vacation leave or approved extended leave of absence;
- (ii) during the recruitment period of a vacant position, provided the recruitment process has been initiated at the Chief Administrative Officer or designate's level prior to commencement of work of the temporary employee;
- (iii) during periods of heavy work load, back-log or such other periods of non-permanent employment as determined in accordance with Article 2;
- (iv) temporary appointment or assignment of regular employees to another position as described in Article 12.06 (b);
- (v) Notwithstanding the above, the Corporation may hire or appoint a temporary employee for a maximum of twenty-eight (28) months to fill any vacancy caused as a result of an employee being in receipt of Long Term Disability benefits **job sharing, pregnancy leave, and parental leave (in accordance with MOA dated October 9, 2001)** or any vacancy

created by the operation of Article 12.06 (b) in replacing an employee on Long Term Disability benefits.

- (vi) The Corporation to provide the Union with details of such temporary assignments, such as, name, job title, department, duration of assignment and reason for placement.
 - (vii) Temporary employees must complete their assignment before they can be considered for another placement, unless the temporary employee is successful in obtaining a Regular Full-Time position. Temporary employees may apply to be considered for other Local 543 temporary placements if the application is made within 31 calendar days of the end of their current placement.
- (b) It is agreed that the Corporation shall not be required to post temporary positions however, the following procedures will be followed for the filling of such temporary jobs.
- (i) The temporary appointment will be made from Departmental employees on the basis of skill, knowledge, efficiency and related experience, in accordance with the job description for the position, and where the qualifications of applicants are relatively equal, seniority shall be the determining factor or the Department Head in his/her sole discretion may appoint the senior qualified employee to fill the vacancy or positions. Where there are no interested or qualified applicants from within the Department, the position shall be posted corporate-wide before posting externally.
 - (ii) In the event a Regular Full Time employee is successful in obtaining a temporary assignment, such employee must complete said assignment before they can be considered for any other temporary posting.
 - (iii) Notwithstanding Article 24.02, if an employee pursuant to this Article moves to the same or a lower classification the employee shall be paid in the new position the increment level closest to the amount of the employee's regular classification increment level without being greater in amount.
 - (iv) Where a temporary appointment made under the procedures set forth in (i) above creates a further opening, the further opening will be filled in accordance with (i) above. Subsequent to the original replacement and the one replacement necessitated by the filling of the original replacement, the Department Head shall have complete discretion in filling further resulting vacancies.
- (c) Where the Corporation subsequently determines that a temporary job will be made a regular position, such position shall be posted throughout the civic departments as provided by Article 12. Any skill, knowledge and efficiency

gained by the incumbent of the former temporary position in the performance of the job, will not be used as the deciding factor over any permanent employee with seniority who has skill, knowledge and experience in related work.

(d) A temporary employee shall not establish seniority as provided for by this agreement, during the period of his/her temporary employment except as follows:

(i) A temporary employee who works continuously full-time (full-time for the purpose of this paragraph shall mean the normal work week as provided by Article 16) and who is successful in obtaining through a "job posting" an appointment to the permanent staff while so employed, shall be given seniority upon satisfactory completion of the probationary period for the permanent job back to the date upon which the employee commenced the period of temporary employment immediately preceding his/her appointment to the permanent position providing there is no break in employment.

(ii) A temporary employee who does not work full time as in Article 12.06 (d)(i) and who is successful in obtaining an appointment to the regular full-time or regular part-time staff shall be given credit to a maximum of six (6) calendar months of seniority based on hours worked and at no time shall the seniority equate beyond the employee's hiring date.

Seniority will only be credited upon successful completion of the respective probationary period.

(iii) A temporary employee who is employed in accordance with Article 12.06 (a) and who is employed full-time beyond the one year of continuous service as outlined in Article 12.06 (a) with exception of employees employed under section (v) of this Article, shall automatically, at the expiration of the year of full-time continuous service, become a probationary employee in accordance with Article 4.

Upon completion of the probationary period, the employee shall be credited with seniority to the date upon which the employee commenced the continuous period of temporary employment.

Full-time for purposes of this paragraph shall mean the normal work week as provided by Article 16.

(e) Temporary employees with ninety (90) calendar days of continuous current service who apply for regular posted positions during their period of temporary employment will be given consideration for such positions prior to members of Local 82 and applicants outside of the Corporation.

(f) A temporary employee who works continuously full-time (that is, a normal work week, as defined by Article 16) for a period of ninety (90) calendar days, will qualify for the following fringe benefits subject to the Executive Director of

Human Resources or designate's receipt of written application. The application will include the fringe benefits that the employee chooses to receive and the full cost of such approved benefits as referred to below shall be paid for by the Corporation. Details as to fringe benefit entitlements will be provided by the Human Resources Department at time of hire.

(i) Ontario Health Insurance Plan

(ii) Semi-Private Hospital Accommodation Plan i, as offered by Green Shield Pre-Paid Services Inc.

(iii) Apoth-a-Care Prescription Drug Plan "0" with mandatory product selection (\$1.00 co-pay). Effective September 1, 1996 - Apoth-a-Care Prescription Drug Plan "9" (\$5.00 co-pay), no over the counter drugs, and mandatory product selection.

and

the benefits of Extended Health Services "Plan T-4" with Vision Care Plan "7", (**Effective January 1, 2017 - \$350** every 24 months, laser eye surgery eligible, eye exams eligible. **Effective January 1, 2019 - \$400** every 24 months laser eye surgery eligible, eye exams eligible). Audio "H-1" (Effective January 1, 2013 - Ability to use the benefit of conventional audio towards non-conventional audio), and Nursing Home Care Plan "N3", and Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787, as offered by Green Shield Prepaid Services Inc. Effective November 1, 1996, Green Shield Deluxe Travel Plan QJ shall replace Out-of Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787.

(iv) Dental Care Plan DV (with a \$2,000 co-pay orthodontic lifetime maximum benefit effective May 1, 1990) (**Effective April 1st, 2017- 2017 ODA rates. Effective January 1st, 2018 - 2018 ODA rates. Effective January 1st, 2019 - 2019 ODA rates. Effective January 1st, 2020 - 2020 ODA rates** as offered by Green Shield Prepaid Services Inc.)

(g) A temporary employee who works part-time (that is, for less than a normal work week as defined in Article 16) will qualify for the fringe benefits set forth in paragraph (f) subject to the completion of ninety (90) working days and the Executive Director of Human Resources or designate's receipt of written application. The application will include the fringe benefits that the employee chooses to receive and the cost of such approved benefits as referred to in paragraph (f) shall be shared by the Corporation and the employee on a 50-50% basis, the employee's share to be paid by payroll deduction. Details as to fringe benefit entitlements will be provided by the Human Resources Department at time of hire.

- (h) Employees who elect coverage as set forth in paragraphs (f) and (g), shall be entitled effective the first of the month following completion of the qualifying period and provided written application has been made; otherwise such coverage shall become effective on the first of the month following receipt of written application.

As a condition of written application, employees may amend their benefit selection once per year during the duration of their temporary assignment.

- (i) Where the spouse of an employee of the Corporation is covered by the spouse's employer for benefits similar to those in Article 12.06 (f) paragraphs (i) to (iv) include, in whole or in part, the employee may elect coverage for himself and his/her family under the plan of the spouse's employer, in which event, the Corporation will be required to provide only those benefits in (i) to (iv) inclusive not provided by the plan of the spouse's employer.
- (j) During the period of temporary employment, an employee will also qualify for the following fringe benefits:
 - (i) statutory holidays with pay as provided by Article 14 and provided the temporary employee has worked twelve (12) full working days out of the preceding thirty (30) calendar days.
 - (ii) vacation as provided by Article 15
 - (iii) overtime pay as provided by Article 17
 - (iv) shift premiums - as provided by Article 18
 - (v) bereavement leave - as provided for by Article 19.02.
- (k) (i) Effective January 1, 2013, a temporary employee working a full work week as in Article 16, after six (6) months of continuous service shall earn in every month of regular attendance after January 1, 2013, a sick leave credit at the rate of $\frac{1}{4}$ days per month and such sick leave credit shall be cumulative to a maximum of nine (9) days.
- (ii) Notwithstanding By-law 980, the following shall apply:

Huron Lodge employees shall report their illness to their immediate Supervisor or the Supervisor on duty within two (2) hours prior to commencing their shift.

All other employees will be required to report as above as soon as possible but no later than within one-half hour after the commencement of their day shift and at least two hours prior to commencing their afternoon or midnight shift.

All employees shall also be required to notify their Supervisor on duty on a daily basis as above if such illness extends beyond one day unless the employee has specified the expected number of days absent. Further that such employees who are absent due to illness or injury shall notify their Supervisor, if possible, on the day before of their intention to return to work.

- (iii) Upon the return to work of an employee or during his/her absence if requested a standard sick leave certificate must be filed with the Commissioner of Corporate Services & Treasurer, and where the absence is in excess of three (3) days at one time the Physician's portion of the certificate must also be completed as soon as is practicable.

Effective January 1, 2000, upon the return to work of an employee or during his/her absence if requested a standard sick leave certificate must be filed with the Executive Director of Human Resources or designate, and where the absence is in excess of three (3) days at one time the Physician's portion of the certificate must also be completed as soon as is practicable.

- (iv) Notwithstanding sub-section (iii) a sick leave certificate must be supported by a Physician's certificate or other satisfactory evidence of illness if so requested by the Commissioner of Corporate Services & Treasurer

Effective January 1, 2000, notwithstanding sub-section (iii) a sick leave certificate must be supported by a Physician's certificate or other satisfactory evidence of illness if so requested by the Executive Director of Human Resources or designate.

- (v) Whenever the Commissioner of Corporate Services & Treasurer disallows any application, the employee may appeal against the decision by filing with the Chief Administrative Officer or designate a written notice of appeal within seven (7) days of delivery to him of the decision of the Commissioner of Corporate Services & Treasurer.

Effective January 1, 2000, whenever the Executive Director of Human Resources or designate disallows any application, the employee may appeal against the decision by filing with the Chief Administrative Officer or designate a written notice of appeal within seven (7) days of delivery to him of the decision of the Executive Director of Human Resources or designate.

- (vi) The Chief Administrative Officer or designate shall fix the time and place of the Hearing and advise all interested parties no less than three (3) days prior to the Hearing.

- (vii) It is agreed that the foregoing sick leave plan is completely independent of the sick leave plan for permanent employees established by By-law 980 (with subsequent amendments) and the provisions of this article shall be the only provisions applicable to temporary employees in the matter of sick leave credits.
- (k) (a) A temporary employee who works continuously full-time (that is, a normal work week, as defined by Article 16), for fifty-two (52) consecutive weeks, will be entitled to Long Term Disability coverage as per Article 20.01 (a)(v)(i) commencing the 53rd week of employment. If the temporary employee has any interruption in service after the 53rd week as above, the temporary employee must be employed for another 52 consecutive week period as above to again qualify for coverage on the 53rd consecutive week of the following employment period.
- (l) Temporary employees shall be entitled to receive only those benefits specifically referred to in this article.

ARTICLE 13 - CLASSIFICATION PROCEDURE

- 13.01 The Corporation agrees that where a classification may remove an employee from the bargaining unit, the Union will be advised in writing in order to permit the Union, if it so desires, the opportunity of discussing the matter with Management, prior to submission to Council.
- 13.02 In order to ensure the appropriate classification of jobs listed under Schedule "B" of the Collective Agreement, the parties agree that matters related to the classification of new jobs and the reclassification of existing jobs shall be dealt with in accordance with the Job Evaluation Manual of Procedures dated November 9, 1990 and forming part of this Collective Agreement. The parties also agree that except for the procedures prescribed in the Job Evaluation Manual of Procedures, no basis shall exist for an incumbent employee in the Union to claim that a wage rate inequity exists for any job covered by this programme.

ARTICLE 14 STATUTORY HOLIDAYS

- 14.01 Subject to Article 12.06 (temporary employees) and Article 20.13 (regular part-time employees), all employees within the scope of this agreement shall be paid at the regular rate of pay for each of the following legal holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and the Birthday (or day fixed by Proclamation for the celebration of the Birthday) of the reigning Monarch, and any other day declared by a competent authority to be a holiday.

Whenever any of the above holidays falls on a Sunday, the day next following shall be in lieu thereof a holiday and the provisions of this section shall apply thereto.

- 14.02 All employees shall be entitled to a day off with pay on the last regular day preceding Christmas Day or New Year's Day. Such day off shall be allotted by the department head according to seniority except as may be otherwise required to ensure the efficient operation of the department.
- 14.03 Where an employee within the scope of this agreement is required to work for any period of time during the aforesaid holidays, such employee shall be paid one and one-half times the prevailing rate, in addition to the normal holiday pay as provided under Articles 14.01 and 14.02. Effective **January 1, 2017**, in lieu of aforementioned 'normal holiday pay' an employee may elect to take a day off with pay in lieu thereof within three (3) months **following** the holiday. The selection of the day off in lieu shall be mutually agreed between the employee and the Department Head.
- 14.04 An employee shall not be paid, or receive time off in lieu thereof, for any of the above legal holidays if he/she is absent without good cause on the scheduled working day immediately preceding or succeeding any such holiday.
- 14.05 Subject to the provisions of Articles 14.01 and 14.02 hereof, should any of the above-described holidays fall on a Saturday, one-half of the employees in the departments affected shall be allowed a day off on the Monday next following such holiday, and the remaining employees shall be allowed a day off on the second Monday following such holiday. The choice of Monday aforesaid, shall be allotted by the department head according to seniority except as may be otherwise required to ensure the efficient operation of the department; provided that, if it is not practicable in the opinion of the department head to allow time off on Mondays aforesaid, the employees concerned shall receive equal time off at a time mutually agreeable to the department head and the employee.
- 14.06 Where an employee is laid off, is absent without pay, or is on Long Term Disability benefits pursuant to Article 20 and the employee has not earned wages on at least 12 days during the four weeks immediately preceding any of the holidays set forth in Article 14.01 herein, he/she shall not be entitled to pay for any holiday occurring during such absence.
- 14.07 Notwithstanding Articles 14.01 and 14.05, the statutory holidays for employees who work a seven-day continuous shift schedule shall be observed on the actual date of the holiday.

ARTICLE 15 - VACATIONS

15.01 Subject to what is contained in Articles 15.08, 15.10 and 15.11 herein, all employees shall be entitled to an annual vacation with pay upon the following basis:

In the first calendar year of employment having accumulated less than six months of employment	4% of accumulated earnings
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In the first calendar year of employment having accumulated more than six months of employment	At the employee's option and if time permits, one week consisting of five (5) working days; provided however, his/her vacation pay for the year shall be not less than 4% of his/her accumulated earnings. If time does not permit or the employee does not exercise his/her option, he/she shall receive 4% of his/her accumulated earnings for the year
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In the second calendar year of employment	Two (2) weeks consisting of ten (10) working days
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In the third through the sixth calendar year of employment	Three (3) weeks consisting of fifteen (15) working days
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In the seventh calendar year of employment	Three (3) weeks and two (2) days consisting of seventeen (17) working days
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In the eighth calendar year of employment	Three (3) weeks and three (3) days consisting of eighteen (18) working days
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In the ninth calendar year of employment	Three (3) weeks and four (4) days consisting of nineteen (19) working days
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In the tenth through the seventeenth calendar year of employment	Four (4) weeks consisting of twenty (20) working days
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Effective January 1, 2007 In the sixteenth (16 th) and seventeenth (17 th) year of employment	Four (4) weeks and one (1) day
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In the eighteenth through the twenty-fourth calendar year of employment	Five (5) weeks consisting of twenty-five (25) working days
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In the twenty-fifth calendar year
of employment

Five (5) weeks and one (1) day consisting
of twenty-six (26) working days

Effective January 1, 2004
In the twenty-fifth calendar year
of employment

Five (5) weeks and two (2) days
consisting of twenty-seven (27) working
days

In the twenty-sixth and all
subsequent years of employment

Six (6) weeks consisting of thirty (30)
working days

In no event shall the vacation pay received by an employee in any calendar year be less than that provided by the Employment Standards Act, as amended from time to time.

- 15.02 Notwithstanding anything herein contained, all vacation times shall be subject to the approval of the Department Head so far as may be required to ensure the efficient operation of the Department. Each employee shall be permitted to select not more than three (3) weeks of vacation per preferential selection. Each employee shall select a vacation period(s) with the most senior employee of the department having the first preferential selection and the most junior employee of the department the last. The second and subsequent preferential selections will then be made on the same basis and so on until all vacation entitlements and preferences are exhausted. Provided further, that vacation time shall be scheduled by the Department Head so as to permit 75% of the employees to take their vacations during the period May 1st to September 30th. Such vacation time shall not be changed unless mutually agreed upon by the employee and the Department Head.
- 15.03 Vacation selections will be made not later than March 31st of each year and schedules shall be posted not later than May 1st each year and once posted shall not be changed unless mutually agreed upon in writing by the Department Head and the employee.
- 15.04 Where a statutory holiday as defined herein occurs during an employee's vacation period, such employee by mutual consent may elect to receive his/her normal pay for the day in question or select another mutually acceptable day for vacation purposes in lieu thereof.
- 15.05 All vacations shall be taken during the calendar year in which they are earned except if (a) the employee requests and is granted permission by the Chief Administrative Officer or designate to carry forward any or all of his/her vacation entitlement to the next calendar year, or (b) a postponement is at the request of Management, in which case the unused portion of the employee's vacation entitlement shall be carried forward to the next calendar year.

The Union shall be notified in either case. It is agreed that the selection of vacation entitlements carried forward under (a) or (b) shall be made in accordance with the provisions of Article 15.02.

15.06 When an employee leaves the service the employee will be granted the following vacation pay less the pay for any vacation taken during the calendar year in which the employee leaves the service:

(a) for reasons of death or disability - Full vacation pay.

(b) other - Effective July 1, 1986,

- if the employee leaves the service in the first three (3) months of the calendar year, the employee shall receive twenty-five (25%) per cent of employee's normal vacation for the calendar year.
- if the employee leaves in the second three (3) months of the calendar year, the employee shall receive fifty (50%) per cent of employee's normal vacation for the calendar year.
- if the employee leaves in the third three (3) months of the calendar year, the employee shall receive seventy-five (75%) per cent of the employee's normal vacation for the calendar year.
- if the employee leaves in the fourth three (3) months of the calendar year, the employee shall receive one hundred (100%) per cent of the employee's normal vacation for the calendar year.

Overpayment of vacation pay under this sub-clause shall be recoverable from an employee,

(i) By deduction from wages due on leaving the service,

(ii) By deduction from sick leave gratuities due on leaving the service,

(iii) By payment by the employee to the Corporation as a debt due, the amount of such deficiency or the balance thereof, if the deduction made under (i) and (ii) will not suffice to effect full recovery.

15.07 It is agreed that upon the death of an employee, the Corporation shall pay the value of any unused vacation entitlement, according to this agreement, to the legal representative of such employee pursuant to the laws of Ontario.

15.08 (1) The vacation of an employee who, on his/her last scheduled working day prior to the commencement of his/her scheduled vacation is absent because of illness (substantiated under the requirements of By-law 980) or an injury (compensable or non-compensable) which results in an absence from work of less than 6 months and such absence extends into the employee's scheduled vacation time, and

(2) The vacation of an employee who during the said vacation

(a) is admitted to hospital as a bed-patient, or

(b) suffers a recurrence of a previously approved compensable injury

shall be deemed to be postponed, unless the employee affected under sub clause (1) hereof prior to the first day of his/her scheduled vacation, notifies his/her Department Head to the contrary. Such postponed vacation shall, if time permits, be taken prior to the end of the calendar year in which the postponement occurs and in accordance with Articles 15.02 and 15.03 as contained herein.

If time does not permit, the unused vacation shall be deemed to be lost, but the employee shall receive the vacation pay to which he/she is entitled under the provisions of Article 15.01 herein less any portion thereof which he/she has already received.

Absences as defined in 15.08 (1) and 15.08 (2) above shall be charged to the employee's accumulated sick leave credits or Workers' Compensation as the case may be, subject to proof of claim.

In the event of an employee receiving pay for a period of absence as defined in 15.08 (1) and 15.08 (2) above, and there is an insufficiency of sick leave credits to cover the period of absence or, should his/her sick leave application or Workers' Compensation claim be rejected, the employee may

(a) reimburse the Corporation as a debt due, the amount of such overpayment, or

(b) in the case of a rejected WSIB claim authorize the transfer of sufficient sick leave credits to cover the amount of such overpayment, or

(c) authorize the transfer of sufficient vacation entitlement to cover the amount of such overpayment. If the employee exercises this action, he/she will forfeit the vacation time.

15.09 Where an employee is laid off or granted a leave of absence without pay including absences without pay due to illness or is on Long Term Disability benefits pursuant to Article 20, for any period of one (1) month or more, such employee's vacation entitlement for the year in which the lay-off occurs or the leave is taken, will be reduced by one-twelfth (1/12th) for each full month's absence calculated to the nearest half day and if the reduction cannot be satisfied in the calendar year, such reduction shall be applied to the employee's next vacation, provided that the minimum 4% under The Employment Standards Act shall apply.

15.10 Where an employee is absent from work for more than 131 working days in any calendar year as a result of a compensable injury or injuries, his/her vacation entitlement for the aforesaid calendar year as defined under Article 15.01, shall be

reduced by one-twelfth (1/12th) for each period of 21 working days absence in excess of the said 131 working days as a result of a compensable injury or injuries. In the event an employee has used his/her full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference thereof shall be deducted from the employee's next vacation, provided that the minimum 4% under The Employment Standards Act shall apply.

- 15.11 In the event of an emergency situation, an employee may be allowed by his/her Department Head to use one day of his/her unused vacation, banked overtime or previously worked Statutory Holiday allowance for a maximum of five (5) days in the calendar year. The approval for emergency leaves under this Article shall not be unreasonably withheld.

ARTICLE 16 - WORKING CONDITIONS

- 16.01 The following working conditions shall be operative during the term of this agreement provided that they may be varied from time to time by mutual agreement between the Corporation and the Union. It is agreed that no change in existing working conditions is intended by this Article unless specifically set out herein:

(a) (i) Building Department Inspectors:

1. Hours of work for Inspectors shall be based on a two week cycle, during which time they shall work a total of seventy-five (75) hours per two week period as follows:

(i) Inspectors designated for Schedule A:

Week 1 - Monday to Friday - 8:00 a.m. to 4:50 p.m., including a lunch period of one-half (1/2) hour.

Week 2 - Monday to Thursday - 8:00 a.m. to 4:50 p.m., including a lunch period of one-half (1/2) hour.

(ii) Inspectors designated for Schedule B:

Week 1 - Monday to Thursday - 8:00 a.m. to 4:50 p.m., including a lunch period of one-half (1/2) hour.

Week 2 - Monday to Friday - 8:00 a.m. to 4:50 p.m. including a lunch period of one-half (1/2) hour.

2. Inspectors shall be designated for Schedule A or B by the Corporation, based upon the current regional "buddy" system.
3. Inspectors may not change Schedules during the two week cycle, but may request a change for a future two week cycle. Such a change shall be at the discretion of the Supervisor.
4. Overtime shall be paid at one and one-half (1 ½) times the regular rate of pay in excess of eight hours and twenty minutes per day, or seventy-five hours

per two week cycle, and two (2) times the regular rate for all overtime worked on Sundays.

5. All leaves of absence, including vacation and sick leave, shall be recorded on the basis of 1.11 days per day taken. Vacation shall be recorded at ten days for each two week period taken.

(a) (ii) Building Department Customer Service Representatives

1. Hours of work for Customer Service Representatives shall be based on a two week cycle, during which time they shall work a total of sixty-seven and one-half (67 ½) hours per two week period as follows:

Customer Service Representatives designated for Schedule A:

Week 1 - Monday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter (1 ¼) hours.

Week 2 - Monday to Thursday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter (1 ¼) hours.

Customer Service Representatives designated for Schedule B:

Week 1 - Monday to Thursday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter (1 ¼) hours.

Week 2 - Monday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter (1 ¼) hours.

Customer Service Representatives designated for Schedule C:

Week 1 - Tuesday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter (1 ¼) hours.

Week 2 - Monday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter (1 ¼) hours.

Customer Service Representatives designated for Schedule D:

Week 1 - Monday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter (1 ¼) hours.

Week 2 - Tuesday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter (1 ¼) hours.

2. Customer Services Representatives may not change schedules during a cycle, but may request a change for a future cycle. Such a change shall be at the discretion of the Department.
3. Overtime shall be paid at one and one-half (1 ½) times the regular rate of pay in excess of seven hours and thirty minutes per day, or sixty-seven and one-half hours per week cycle, and two (2) times the regular rate for all overtime worked on Sundays.
4. All leaves of absence, including vacation and sick leave, shall be recorded on the basis of 1.11 days per day taken. Vacation shall be recorded at 10 days for each two week period taken.

- (b) Public Works Engineering Division Employees, and all Clerical Staff not specifically mentioned herein: A normal work week shall be a five (5) day week, Monday through Friday, 8:30 a.m. to 4:30 p.m. including a lunch period of one and one-quarter (1-1/4) hours, except that the starting time of clerical personnel at the Public Works Yard and the Parks, Recreation and Facilities Department offices may be varied with the concurrence of the Union to provide for staffing over a period of time longer than the normal office hours. The present working hours for the clerical personnel at the Public Works Yard are hereby confirmed.

The normal work day for the Construction Inspectors, **Construction Technologists, Construction Technicians and Infrastructure Location Technician** shall be from 7:30 a.m. to 3:30 p.m., including a lunch period of one-half (1/2) hour for a total of 37.5 hours per week.

- (c) Building Maintenance and Caretaking:
The normal work week for full-time employees shall consist of forty (40) hours worked Monday through Sunday as scheduled. The work day shall consist of eight (8) hours which shall include a running lunch period of thirty (30) minutes as part of the work day.
- (d) Mail and Delivery Person: A normal work week shall consist of forty (40) hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. including a lunch period of one (1) hour.
- (e) Public Market: A normal work week shall be forty (40) hours from Monday to Saturday inclusive and a work day shall consist of eight (8) hours. Employees shall have a one-half (1/2) hour lunch period which shall not be included as part of the work day.
- (f) Engineers - Central Heating Plant:
- (1) It is mutually agreed that all of the provisions and requirements of the Operating Engineers' Act, R.S.O. 1970, as amended, shall be complied with. A normal week shall consist of forty (40) hours, being Monday through Saturday. A work day shall consist of eight (8) hours and shall include a lunch period of one-half (1/2) hour. Where Sunday shall form part of a forty (40) hour week by reason of shift schedules, that portion of the said forty (40) hours not contained in the normal work week as defined above, shall be paid for at the rate of one and one-half times the prevailing hourly rate but the premium payable under Article 18.02 shall not apply. Any holiday worked during the first forty (40) hours shall be counted as eight (8) hours towards the forty (40) hour week.
 - (2) The schedule of work hours shall rotate every two (2) weeks, the schedule to be posted one full week in advance. Work schedules shall only be changed after mutual agreement between engineers and the department head.

(g) Traffic Engineering Department.

(i) Parking Operations Division

The normal work week for all employees in the Parking Operations Division shall consist of forty (40) hours per week, eight (8) hours per day, Monday through Saturday, with the exception of the Parking Maintenance Staff and Parking Technician, whose work week shall be forty (40) hours per week, eight (8) hours per day, Monday through Sunday. All staff shall work shifts as follows:

(a) Provincial Offences Officers

7:00 a.m. to 3:30 p.m.
9:00 a.m. to 5:30 p.m.
10:30 a.m. to 7:00 p.m.
3:30 p.m. to 12:00 midnight
with one half (1/2) hour lunch period not included in the work day

(b) Parking Violations Clerk - Cashier

8:00 a.m. to 5:00 p.m.
9:00 a.m. to 6:00 p.m.
10:00 a.m. to 7:00 p.m.
3:00 p.m. to 12:00 midnight
with one (1) hour lunch period not included in the work day
10:00 a.m. to 6:00 p.m. - Saturday
with a paid one-hour running lunch

(c) Parking Enforcement Co-ordinator

7:00 a.m. to 3:30 p.m.
8:00 a.m. to 4:30 p.m.
with one half (1/2) hour lunch period not included in the work day

(d) Parking Technician

8:00 a.m. to 4:30 p.m.
4:00 p.m. to 12:30 a.m.
with one-half (1/2) hour lunch not included in the work day for either shift

(e) Parking Maintenance Staff

8:00 a.m. to 4:30 p.m.
4:30 p.m. to 1:00 a.m.
12:00 midnight to 8:30 a.m.
with one-half (1/2) hour lunch not included in the work day

(ii) Traffic Operations Division

(a) Signals Staff

The normal work week shall consist of forty (40) hours, Monday through Friday, with eight (8) hour shifts as follows:

8:00 a.m. to 4:30 p.m.
with 1/2 hour lunch period not included in the work day
4:00 p.m. to 12:00 midnight
12:00 midnight to 8:00 a.m.
with running lunch on all shifts

(b) Signs and Pavement Markings Staff

The normal work week shall consist of forty (40) hours, Monday to Friday, with eight (8) hour shifts **or ten (10) hour shifts** as follows:

(i) 8:00 a.m. to 4:30 p.m. with 1/2 hour lunch period not included in work day.

(ii) 11:30 p.m. to 8:00 a.m. or 3:30 a.m. to 12:00 p.m. with 1/2 hour lunch period not included in the work day, for an unbroken period commencing not later than the Monday nearest June 1st in each year and ending not later than the Monday nearest September 30th in each year.

(iii) 8:00 p.m. to 6:00 a.m. with a running lunch for an unbroken period commencing not later than the Monday nearest June 1st in each year and ending not later than the Monday nearest September 30th in each year. All leaves of absences including vacation, sick leave, banked overtime, stand by lieu, statutory holidays, if eligible, shall be recorded on the basis of 1.25 days per day taken.

(c) Traffic Studies and Administration Staff

The normal work week shall consist of thirty-three and three-quarter (33 3/4) hours, Monday to Friday, with six and three-quarter (6 3/4) hour shifts as follows:

8:30 a.m. to 4:30 p.m.
with one and one-quarter (1 1/4) hour lunch period not included in the work day

(h) Huron Lodge:

- (1) Nursing Staff: The normal work week shall be Sunday through Saturday. The work day shall include a meal period of thirty (30) minutes and the shift shall be as follows:

Night	10:55 p.m. to 7:00 a.m.
Day	6:55 a.m. to 3:00 p.m.
Afternoon	2:55 p.m. to 11:00 p.m.

- (2) Registered Practical Nurses (RPN): The normal work week shall be Sunday through Saturday. The work day shall include a meal period of thirty (30) minutes and the shift shall be as follows:

Night	10:45 p.m. to 7:00 a.m.
Day	6:45 a.m. to 3:00 p.m.
Afternoon	2:45 p.m. to 11:00 p.m.

To be paid straight time for extra ten (10) minutes worked as part of normal shift/work week.

- (3) **Clerical Staff:** The normal work week shall be 35 hours per week, Monday through Friday with a one hour unpaid lunch.
- (4) All Other Staff Members: The normal work week shall be forty (40) hours, Sunday through Saturday. The work day shall consist of eight (8) hours which shall include a meal period of thirty (30) minutes as part of the work day.
- (5) Notwithstanding the various provisions of Article 14 and Article 15.06 the legal holidays mentioned in Article 14 shall be compensated as follows:
- (i) An employee who works on a statutory holiday shall be paid one and a half (1 1/2) times the regular rate for the hours worked and in addition shall receive one (1) day off with pay at the regular rate at a time mutually agreeable to the department head and the employee within **ninety (90)** calendar days immediately following the statutory holiday.
 - (ii) When a statutory holiday falls during an employee's vacation or days off, he/she will receive in lieu thereof one (1) additional day off with pay at the regular rate on such day as shall be selected by the Corporation within the limits imposed by The Employment Standards Act.
 - (iii) When the normal complement of staff is reduced to permit any employee who is scheduled to work on a statutory holiday to have that day off, he/she will receive one (1) day's pay at the regular rate for such day off.

It is agreed that an employee shall receive no pay or days off in lieu thereof, if he/she is absent without good cause on a statutory holiday or on the employee's working day immediately preceding or succeeding the statutory holiday.

(6) Notwithstanding By-law 980, the following shall apply:

- (i) Huron Lodge employees shall report their illness to their immediate Supervisor or the Supervisor on duty **no later than one (1) hour** prior to commencing their shift.
- (ii) **All employees shall report his/her illness to his/her immediate Supervisor during the first day on which such employee is absent from work, and no later than one hour prior to the commencement of their shift.**
- (iii) All employees shall also be required to notify their Supervisor on duty on a daily basis as above if such illness extends beyond one day unless the employee has specified the expected number of days absent.

Further that such employees who are absent due to illness or injury shall notify their Supervisor, on the day before of their intention to return to work.

(7) Influenza Vaccine

The Parties agree that influenza vaccinations may be beneficial for residents and employees working at Huron Lodge.

Upon a recommendation, in writing, pertaining to a facility or a specially designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation the following rules will apply:

- (a) All employees scheduled to work at Huron Lodge irrespective of employment status shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Lodge will pay the full or incremental cost for the vaccine and will endeavour to offer vaccination clinics on site. In addition, all employees scheduled to work at Huron Lodge irrespective of employment status will be provided with information, including risks and side effects, regarding the vaccine.
- (c) **Huron Lodge recognizes that all employees scheduled to work at Huron Lodge irrespective of employment status have the right to refuse any required vaccination. In such cases, the following rules shall apply:**

- i) If an employee scheduled to work at Huron Lodge irrespective of employment status of Huron Lodge elects not to be vaccinated under this provision, she or he may be considered unfit for work and may be placed on an unpaid leave of absence during any influenza outbreak at Huron Lodge. Such unpaid leave will continue until such time as the employee scheduled to work at Huron Lodge irrespective of employment status is cleared to return to work. If an employee scheduled to work at Huron Lodge irrespective of employment status is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- ii) Should an employee elect not to be vaccinated and subsequently elects to utilize antiviral prophylactic medication, the employee will be responsible for the cost of the antiviral prophylactic medication. If an employee scheduled to work at Huron Lodge irrespective of employment status cannot be vaccinated because it is medically contraindicated, and where a medical certificate is provided to this effect for the influenza vaccine, the employer will reimburse the employee for the antiviral prophylactic medication required.
- iii) If an employee scheduled to work at Huron Lodge irrespective of employment status cannot be vaccinated because it is medically contraindicated, and where a medical certificate is provided to this effect for both the influenza vaccine and the antiviral prophylactic medication, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee scheduled to work at Huron Lodge irrespective of employment status will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees scheduled to work at Huron Lodge irrespective of employment status.

(d) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code

- (i) (i) Machine Operators and Data Entry Clerks in the Corporate Services Department: The normal work week shall be a five (5) day week, Monday through Friday with the following shifts:

*8:30 a.m. to 4:00 p.m. Three-quarters (3/4) hour for lunch

8:30 a.m. to 4:30 p.m. One and one-quarter (1 1/4) hours for lunch

4:15 p.m. to 11:30 p.m. One-half (1/2) hour for lunch

11:15 p.m. to 6:30 a.m. One-half (1/2) hour for lunch

The lunch periods shown shall not be included as part of the work day.

* Shift does not apply to Machine Operators.

- (ii) Analyst Programmer, Personal Computer Analyst and Business Analyst in the Corporate Services Department: A normal work week shall consist of thirty-seven and one-half (37 1/2) hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, and a work day shall consist of seven and one-half (7 1/2) hours. Employees shall have a one-half (1/2) hour lunch period which shall not be included as part of the work day.
- (j) (i) Recreation and Culture Department - Permanent Aquatic Staff: A normal work week shall consist of forty (40) hours, Monday through Sunday. Employees shall have one (1) hour for lunch, which time shall not be included as part of the work day.
- (ii) Facilities Facility Person and Chairperson: A normal work week shall consist of **thirty-three and three quarter (33 ¾) hours**, Monday through Sunday inclusive, and a work day shall consist of eight (8) hours. Employees shall have **one and one quarter (1 ¼) hour** for lunch, which time shall not be included as part of the work day.
- (iii) **Recreation & Culture Department – Recreation Centre Clerk**: A normal work week shall consist of **thirty-three and three quarter (33 ¾) hours, Monday through Sunday inclusive**. Employees shall have **one and one quarter (1 ¼) hour** for lunch, which time shall not be included as part of the work day.
- (k) Pollution Control Division (Other than Clerical):
A normal work week shall consist of forty (40) hours, Monday through Saturday and a work day shall consist of eight (8) hours, 8:00 a.m. to 4.30 p.m. Employees in this category shall be entitled to one-half (1/2) hour for lunch, which time shall not be included as part of the work day. In the event of abnormal conditions in the sewage flow or quality or in the process of monitoring, pursuant to the Sewerage By-law of the Corporation, the department head may alter the starting time of any employee provided that such alteration in the starting time shall not extend beyond the duration of such abnormal conditions or period of monitoring.
- (l) (i) Social Services Department (ECE Staff Only):
A normal work week shall consist of thirty-seven and one-half (37 1/2) hours, Monday through Friday, and a work day shall consist of seven and one-half (7 1/2) hours.

Employees shall have a one-half (1/2) hour lunch period which shall not be included as part of the work day.

(ii) All Other Staff Members

The normal work week shall consist of thirty-three and three-quarters (33 ¾) hours, Monday to Friday, with six and three-quarters (6 ¾) hour shifts as follows:

8:30 a.m. to 4:30 p.m.

with one and one-quarter (1 ¼) hour lunch period not included in the work day.

(iii) The parties agree that Regular Part-time Early Childhood Educators and Temporary Part-time Early Childhood Educators may work split shifts in accordance with the letter dated February 19, 2009 from the Corporation's Executive Director of Human Resources to the Union titled "SOCIAL SUPPORT SERVICES – SPLIT SHIFTS FOR PART-TIME EARLY CHILDHOOD EDUCATORS" which is attached as a Schedule to this Collective Agreement. (Schedule I)

(m) Tourist and Convention Bureau: A normal work week shall consist of 33 ¾ hours Monday through Sunday. A normal work day shall consist of 6 ¾ hours and the hours of work shall be as mutually agreed upon by the Corporation and the Union.

(n) Every employee working in the field will be provided with the opportunity of availing himself of lunch room facilities provided by the Corporation either on site or at the nearest permanent location.

16.02 In the event of a change of shift, there shall be a minimum of at least eight (8) hours' break between shifts except at Huron Lodge where the minimum break shall be seven (7) hours and fifty-five (55) minutes and seven (7) hours and forty-five (45) minutes for Registered Practical Nurses. Where there is less than the applicable minimum break between shifts, all hours worked in the rescheduled shift shall be deemed to be overtime.

16.03 Notwithstanding the provisions of Section 4 of By-law No. 980, as amended, Sick Leave Certificates as required by the By-law shall be filed by employees with their department not later than the end of the first day back to work following any illness. The Physician's portion of the Certificate must also be completed for absences of more than three days, and if this has not been done at the time of the employee's return to work, he/she will fill in a Certificate in duplicate, file the duplicate copy with his/her department, have the physician's portion signed by his/her doctor on the original copy and return it to his/her department within two days following his/her return to work. If the employee fails to have the Certificate completed within the aforementioned specified times, without just cause, he/she shall not be paid for the period of the absence due to his/her illness.

16.04 An employee, through consultation with the Department Head, may use accrued vacation days, accumulated lieu time, banked overtime, or previously earned Statutory

Holidays as sick days if the employee has exhausted his/her sick days due to long term illness or illnesses.

ARTICLE 17 - OVERTIME

17.01 Except as hereinafter stated, all employees shall be paid overtime rates as follows:

- (i) one and one-half (1 1/2) times the regular rate for all overtime worked Monday through Saturday.
- (ii) two (2) times the regular rate for all overtime worked on Sunday.

17.02 For the purpose of this agreement "overtime" shall mean as follows:

- (i) all hours worked prior to an employee's scheduled starting time, provided however, he/she works his/her normal shift thereafter.
- (ii) all hours worked in excess of the hours set out in Article 16 of this agreement in any calendar day.
- (iii) all hours worked in excess of a normal work week.
- (iv) Notwithstanding the foregoing Regular Part-time employees shall be entitled to overtime premiums for:
 - (i) all hours worked in excess of the normal full-time working hours for such position in a bi-weekly pay period;
 - (ii) all hours worked in excess of the hours as set out in Article 16 in this agreement in any calendar day.

17.03 (a) In the case of call-out emergencies, employees shall be paid at the overtime rate applicable for the period worked or for three (3) hours, whichever is the greater, except that the three hour minimum shall not apply when the call-out time worked immediately precedes or follows the scheduled working hours.

17.03 (b) Persons being tested, instructed or interviewed on times other than their normal shift, shall receive the provisions of the call out Article 17.03 (a).

17.04 In the event that an employee is required to work two (2) hours immediately prior to his/her normal starting time or required to work two (2) hours in excess of his/her normal work day (exclusive of call-backs), he/she will be paid a meal allowance of seven dollars and fifty cents (\$7.50) effective January 1, 1992.

Effective January 1, 1999, in the event that an employee is required to work two (2) hours immediately prior to his/her normal starting time or required to work two (2) hours in excess of his/her normal work day (exclusive of call-backs), he/she will be paid a meal allowance of ten (\$10.00) dollars.

Effective July 1, 2005, in the event that the employee is required to work two (2) hours immediately prior to his/her normal starting time or required to work two (2) hours in excess of his/her normal work day (exclusive of call-backs), he/she will be paid a meal allowance of \$12.00 dollars.

- 17.05 (i) All overtime worked shall be voluntary and shall be distributed equitably among employees in the same division, within the same classification, who are performing similar duties. Failing which, Management may offer overtime to those qualified employees in the Department.
- (ii) An employee who is absent on sick leave, compensation, vacation, leave of absence or banked overtime, shall be deemed not available for overtime after the completion of his/her normal work shift on the last scheduled day prior to such absence, before his/her normal starting time on the day he/she is due to return to work.

17.06 Stand-By

- (a) Signals Division Staff and the Parking Technicians of the Parking Division of the Traffic Engineering Department shall make themselves available on a stand-by basis for the purpose of providing emergency service and a stand-by allowance shall be paid at a rate of one (\$1.00) dollar per hour for each hour that person is on stand-by.
- (b) The Department shall specify the hours for which an employee shall be available.
- (c) Personnel on stand-by shall be available for call at all times and be in condition to perform their work fully at all times.
- (d) (i) In addition to the above, employees called out shall be paid at the overtime rate applicable for the period worked or for three (3) hours whichever is greater, except that the three hour minimum shall not apply when the call-out time worked immediately precedes or follows the scheduled working hours.
- (d) (ii) Notwithstanding the above, the provisions of the call-out shall only apply to Resident Custodians - Winhome between midnight and the commencement of normal shift.

17.07 The provisions of payment of sick leave credits shall not extend to overtime work.

17.08 Notwithstanding anything herein contained overtime for Resident Custodians - Winhome will be on a straight time in lieu of basis. Overtime authorized and directed by Management will be paid at time and one-half.

ARTICLE 18 - SHIFT PREMIUMS

- 18.01 All employees (with the exception of a regular part-time facilities person) on regular shifts in which the greatest number of hours worked occurs between 4 p.m. and 8 a.m. shall be paid a premium of forty cents (40¢) for each hour worked between the said hours.

Effective March 1, 1992, all employees on regular shifts in which the greatest number of hours worked occurs between 4 p.m. and 8 a.m. shall be paid a premium of forty cents (40¢) for each hour worked between the said hours.

Effective January 1, 2000, all employees on regular shifts in which the greatest number of hours worked occurs between 4 p.m. and 8 a.m. shall be paid a premium of forty-five cents (\$0.45) for each hour worked between the said hours.

- 18.02 Any employee (with the exception of a regular part-time facilities person) who works on Saturday or Sunday as part of his/her regular work week, shall be paid an additional shift premium of seventy cents (70¢) per hour.

Effective March 1, 1992, any employee who works on Saturday or Sunday as part of his/her regular work week, shall be paid an additional shift premium of seventy cents (70¢) per hour.

Effective January 1, 2003, any employee who works on Saturday or Sunday as part of his/her regular work week, shall be paid an additional shift premium of seventy-five cents (75¢) per hour.

- 18.03 It is agreed that any employee who is entitled to be paid overtime rates under Articles 17 or 26 shall not be entitled to any shift premium under Articles 18.01 or 18.02 hereto. It is further agreed that a shift premium shall not be payable with respect to vacations, statutory holidays or sick leave except for those employees who have been posted to a permanent shift premium job.

ARTICLE 19 - LEAVES OF ABSENCE

SEMINARS, MEETINGS AND CONVENTIONS

- 19.01 Leave of absence with pay and without loss of seniority or fringe benefits shall be granted to not more than three appointed or elected representatives of the Union for not more than an aggregate total of 15 person-days in any calendar year for the purpose of attending any recognized Union conventions or seminars. Application for such leave of absence shall be made a reasonable length of time in advance and shall be subject to approval of the department head.

BEREAVEMENT

19.02 (i) Regular Full-Time and Temporary Full-Time Employees

A leave of absence of not more than five (5) consecutive working days shall be granted to an employee upon the death of his/her legal or common-law spouse, child, step-child, **sister, brother** or parent. A leave of not more than three (3) consecutive working days shall be granted to an employee upon the death of his/her grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of five (5) consecutive working days or three (3) consecutive working days, as this article allows, at the employee's regular rate for the time lost during the employee's normal work week as a result of his/her absence. Should a death occur during scheduled vacation, such vacation leave shall be suspended to coincide with employee's bereavement leave.

Regular Part-Time, Temporary Part-Time and Recreational Employees

A leave of absence of not more than five (5) consecutive calendar days shall be granted to an employee upon the death of his/her legal or common-law spouse, child, step-child, **sister, brother** or parent. A leave of not more than three (3) consecutive calendar days shall be granted to an employee upon the death of his/her grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of five (5) consecutive calendar days or three (3) consecutive calendar days, as this article allows, at the employee's regular rate for the time lost during the employee's normal work week as a result of his/her absence. Should a death occur during scheduled vacation, such vacation leave shall be suspended to coincide with employee's bereavement leave.

- (ii) One employee designated by the Union from time to time shall be granted one day off with pay, for the purpose of attending the funeral of a Union member or retired Union member employed or formerly employed by the Corporation.
- (iii) The provisions of Article 19.02 shall only apply to situations where the loss of regular wages could occur and shall not extend to overtime.
- (iv) Further to the conditions as set out in this Article, it is understood that regular part-time employees shall be entitled to bereavement leave if such request for absence occurs on regularly scheduled work days only.

JURY DUTY

- 19.03 Employees who are called to serve as jurors or witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Where an employee is excused from attending on any day for jury duty, he/she will

report to work for the day or days excused. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his/her duty, the employee shall obtain a certificate from the Court, showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of compensation, but not including travelling allowances, with the Commissioner of Corporate Services & Treasurer.

MATERNITY AND ADOPTION LEAVE

19.04 Female employees shall be entitled to maternity leave upon the following conditions:

- (1) Every female employee who becomes pregnant shall notify her Department Head and shall submit to him/her a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying in his/her opinion the date upon which delivery will occur.

The Corporation shall grant to a regular full-time or a regular part-time employee who has completed their probationary period or an employee who has worked continually for the Corporation for at least one year, a leave of absence at any time at the employee's discretion during the three-month period preceding the specified date of delivery.

- (2) The Corporation may at any time require the employee to commence a leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant woman, or the performance of her work is materially affected by her pregnancy.
- (3) The normal expiry date for a maternity leave shall be a date six (6) months after the termination of pregnancy.

The Corporation shall not cause or permit an employee to work for at least six (6) weeks after the date of delivery, or for such shorter period as, in the written opinion of a legally qualified medical practitioner, is sufficient.

- (4) An employee granted maternity leave must submit written notice of her intention to return to work,

- (i) two full weeks before she intends to return to work, if prior to normal expiry date, or

- (ii) two full weeks before the normal expiry date;

provided that any employee who fails to do so as aforesaid, except for just cause, shall be deemed to have terminated her employment.

- (5) An employee returning to work from a maternity leave pursuant to Article 19.04 (3) shall resume work in her former position with no loss of seniority or benefits accrued to the commencement of the maternity leave. The Employee shall suffer

no loss of seniority because of her absence on maternity leave. It is further agreed that the maximum allowable maternity leave is six (6) months and that any leave granted beyond the six (6) months shall be considered a normal leave of absence, if granted.

- (6) An employee shall not receive sick leave pay in accordance with By-law Number 980 during the period of the maternity leave.
- (7) An employee on maternity leave or adoption leave shall receive the following fringe benefits:

Ontario Hospital Insurance Plan, semi-private coverage for hospital care, drug prescription and dental care services, group life insurance and long term disability (as described in Article 20.01 hereunder).

All other fringe benefits indicated in this Article shall be provided to regular part-time employees save and except for group life insurance and long term disability. Those benefits provided shall be on a 50% paid basis by the Corporation subject to the requirements of this Article.

Upon returning to work if the employee does not remain in the employ of the Employer for a three (3) month period following the maternity or adoption leave, the Employer shall deduct from the employee the full cost of the fringe benefits.

- (8) An employee on maternity or adoption leave shall continue to accumulate vacation entitlement for the first six (6) months of leave for any period of maternity or adoption leave beyond the six (6) months such employee's vacation entitlement extension will be reduced by one-twelfth (1/12) for each extra full month's absence.

In the event an employee has used the full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference shall be deducted from the employee's next vacation.

- 19.05 **Any employee adopting a child shall be entitled to an adoption leave as deemed eligible under the Employment Standards Act, 2000, as amended from time to time.**
- 19.06 **Parents NOT in receipt of EI benefits shall be granted a leave of absence of three (3) days of which one (1) will be with pay on the birth or adoption of a child.**
- 19.07 **Regular full-time employees on maternity leave and who are in receipt of Employment Insurance maternity benefits pursuant to the Employment Insurance Act, or those employees who have adopted a child, and qualify for parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular bi-weekly earnings**

and the sum of her weekly Employment Insurance benefits and any other earnings to a maximum of two hundred (\$200.00) dollars bi-weekly. Such a payment will commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance benefits evidencing receipt of such funds, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his or her last day worked prior to the commencement of the leave times his/her normal weekly hours.

ARTICLE 20 FRINGE BENEFITS

20.01 (a) It is agreed that the following fringe benefits as shown in paragraphs (i) to (vi) inclusive shall be continued and may, by consent of both Parties be amended from time to time, and such benefits shall be applied following completion of the first ninety (90) calendar days of an employee's probationary period:

- (i) Ontario Health Insurance Plan
- (ii) Semi-Private Hospital Accommodation Plan 1, as offered by Green Shield Prepaid Services Inc.
- (iii) Apoth-a-Care Prescription Drug Plan "0" with mandatory product selection (\$1.00 co-pay) Effective September 1, 1996 - Apoth-a-Care Prescription Drug Plan "9" (\$5.00 co-pay), no over the counter drugs, and mandatory product selection.

- and -

the benefits of Extended Health Services "Plan T-4" with Vision Care Plan "7", (**Effective January 1, 2017 - \$350** every 24 months, laser eye surgery eligible, eye exams eligible. **Effective January 1, 2019 - \$400** every 24 months, laser eye surgery eligible, eye exams eligible). Audio "H-1" (Effective January 1, 2013 Ability to use the benefit of conventional audio towards non-conventional audio), and Nursing Home Care Plan "N3", and Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787, as offered by Green Shield Prepaid Services Inc. Effective November 1, 1996, Green Shield Deluxe Travel Plan QJ shall replace Out-of Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787.

- (iv) Dental Care Plan DV (with a \$2,000 co-pay orthodontic lifetime maximum benefit effective May 1, 1990) (**Effective April 1st, 2017- 2017 ODA rates. Effective January 1st, 2018 - 2018 ODA rates. Effective January 1st, 2019 - 2019 ODA rates. Effective January 1st, 2020 - 2020 ODA rates** as offered by Green Shield Prepaid Services Inc.)

- (v) Notwithstanding By-Law 726, life insurance coverage will be as follows:

Effective June 1st, 1990, Group Life Insurance providing for insurance coverage on the basis of two times the employee's basic annual salary to the nearest \$500.00, reducing to one-half the employee's regular salary at retirement on an O.M.E.R.S. Pension to the nearest \$250.00.

Employees who retire on an O.M.E.R.S. total disability or permanent partial disability pension will be entitled to life insurance in the amount of one times salary to their normal retirement date at which time the insurance will reduce to one-half the employee's regular salary. If the employee is taken off the total disability pension or the permanent partial disability pension, the employee's life insurance will also reduce to one-half the employee's regular salary at retirement.

Notwithstanding the foregoing, employees commencing employment with the Corporation on or after June 1st, 1990, will only be entitled to Group Life Insurance coverage in the amount of \$10,000.00 upon retirement on an O.M.E.R.S. Pension.

Employees must be actively at work on June 1, 1990 or thereafter to have insurance increased, otherwise Group Life Insurance coverage shall be in accordance with the policy governing at the time of the employee's last day at work.

After October 1, 2016, an employee who is eligible for an OMERS unreduced pension (as defined by the OMERS pension plan) elects to take the commuted value of their pension a maximum one (1) business day before their early retirement birthday, shall retain their eligibility to health and life insurance benefits as long as all other currently required eligibility requirements are met.

- (v) (i) A copy of the Long Term Disability Plan shall be provided to the Union Executive.
- (vi) Sick Leave Plan, as provided by By-law 980, as amended to date of September 4, 1979, a copy of which is attached and as further amended by the terms and provisions hereof which follow:

- (A) In this Article "New Employee" means any member of C.U.P.E. Local 543 who becomes a full-time employee of the Corporation in its permanent establishment, within the bargaining unit, and who has commenced his/her probationary employment on or after 1 January 1982,

and

any employee of the Corporation (a member of C.U.P.E. Local 543) who is classified as being in a temporary position within the

bargaining unit as previously herein defined, regardless of the date of initial employment or the frequency or the duration of his/her periods of temporary employment.

- (B) The terms and provisions of Section 8 of By-law 980 as amended to date of September 4, 1979, shall not apply to any new employee, as defined in this Article.
- (C) Notwithstanding paragraph (B) above, employees of the Corporation who are full-time temporary employees as of December 31, 1981, and whose temporary full-time employment continues uninterrupted until the employee obtains a permanent position with the Corporation, shall be subject to Section 8 of By-law 980, effective the date of appointment to the permanent position.
- (D) With reference to Section 8 of By-law 980, it is agreed that:
 - (i) A committee shall be established immediately for the purpose of negotiating a mutually acceptable Long Term Disability (L.T.D.) Plan. The committee shall be comprised of two members of Local 543 and two members of Local 82, and a corresponding number from management.
 - (ii) The Corporation shall pay the full cost for the mutually agreed upon L.T.D. Plan. While on Long Term Disability an employee shall accumulate seniority and shall be entitled to all rights and benefits under the collective agreements.
 - (iii) It is further agreed that the gratuity provision as contained in Section 8 of By-law 980 shall be "capped" as of the date of implementation of the Long Term Disability Plan, which plan will be negotiated in accordance with subparagraph (i) above. Examples of the calculation of the capping of the Sick Leave Gratuity are contained in Schedule "F", hereto attached.
 - (iv) It is further agreed that the rate payable upon pay out of the gratuity (Section 8 of By-law 980) shall be the negotiated rate of pay of the employee as of January 1, 1986. (Please note this only applies to those employees who leave the service after January 1, 1986).
 - (v) It is further agreed that upon the implementation of the aforementioned Long Term Disability Plan, the Corporation of the City of Windsor agrees to issue to each employee a promissory note for the value on such date of the employee's gratuity entitlement as determined by the above paragraphs. Said promissory note shall be redeemable in accordance with Section 8 of By-law 980.

- (vi) It is further agreed that provision for a disability premium waiver shall be incorporated in the existing Group Life Policy.
- (vii) It is further agreed that upon implementation of the negotiated L.T.D. temporary employees shall be entitled to Life Insurance coverage with no disability benefit provision.
- (E) Enactment of a By-law authorizing execution of this Agreement shall be deemed to be and constitute the further amendment of By-law 980 to the extent necessary to give effect to the terms and provisions of this Article.
- (F) Save insofar as it is deemed further amended by the terms hereof, the content, terms and provisions of the said By-law 980, as amended to date of September 4, 1979, shall continue to apply.
- (viii) a) CUPE Local 543 retirees as of April 17, 2009 and members of CUPE Local 543 who are Regular Full Time employees of the Corporation (list to be verified) and were hired on or before April 17, 2009, and subsequently complete their probationary period, upon their retirement if eligible as per the OMERS eligibility requirements for an unreduced pension which are in place at the time of retirement, including eligible surviving spouses and eligible dependants, shall be entitled to 100% employer paid lifetime retiree benefits as outlined in the City of Windsor Benefit Plan applicable to retirees, eligible surviving spouses and eligible dependants as negotiated in the collective bargaining process from time to time. It is agreed that this eligibility to life time retiree benefits shall not be removed in any subsequent negotiations.
- b) Members of CUPE Local 543 who are Regular Part Time employees, Temporary Full Time employees, Temporary Part Time employees and Recreation employees of the Corporation who have worked 750 hours in the preceding 24 month period prior to securing a Regular Full-time position and who have a hire date at least five (5) calendar years prior to the date of obtaining a Regular Full-time position of the Corporation (lists to be verified) and were hired on or before April 17, 2009 and obtain a Regular Full Time position, at any time in the future, regardless of any break in service, with the Corporation and subsequently complete their probationary period, upon their retirement if eligible as per the OMERS eligibility requirements for an unreduced pension which are in place at the time of retirement, including eligible surviving spouses and eligible dependants, shall be entitled to 100% employer paid lifetime retiree benefits as outlined in the City of Windsor Benefit Plan applicable to retirees, eligible surviving spouses and eligible dependants as negotiated in the collective bargaining process from time to time. It is agreed that this eligibility to life time retiree benefits shall not be removed in any subsequent negotiations.

- c) Members of CUPE Local 543 who are newly hired to the Corporation as Regular Full Time employees on or after April 18, 2009 and subsequently complete their probationary period, including eligible surviving spouses and eligible dependants, shall be entitled to, upon their retirement if so eligible as per the OMERS eligibility requirements for an unreduced pension which are in place at the time of retirement, 100% employer paid retiree benefits as outlined in the City of Windsor Benefit Plan applicable to retirees, eligible surviving spouses and eligible dependants, up to the last day of the month in which the employee attains or, in the case of death, would have obtained the age of 65 years;
- d) The Corporation will establish and administer (based on reasonable administrative effort) an Employee Retiree Benefit Account at no cost to the Employee or the Union (other than any charges from third party entities) for each Regular Full Time employee hired on or after April 18, 2009 and subsequently completes their probationary period. Said employee may elect to have the Corporation deduct an amount per hour for each regular hour worked which shall be invested to the credit of the employee's self funded post retirement account. Each Regular Full Time employee hired on or after April 18, 2009, shall, on an annual basis, be given the opportunity to 1) change the amount of their deduction 2) opt out of the plan in which case the employee shall receive the return of all their contributions with accumulated net investment income or 3) opt into the plan or 4) in the event that the employee is terminated involuntary (for cause or otherwise) he/she shall receive the return of all their contributions along with the accumulated net investment income. Upon the retirement of the employee, the accumulated contributions and investment income can be used to pay the annual premium for his/her health care plan after the age of 65. Statements will be provided on an annual basis on request for each contributing member. The detailed structure of the plan will be dependent on the best way to minimize any income tax implications. However, all tax and other mandated withholdings are the responsibility of the employee. Furthermore, these new employees shall be made aware by the employer of these options during the new employee orientation sessions. Should an employee die with a balance remaining in his/her employee self funded post retirement account, the balance of said account along with all accumulated net investment income will be paid to the estate of the deceased employee.
- e) The Corporation agrees to facilitate the creation of this New Retiree Group Plan and the Corporation agrees to administer (based on reasonable administrative effort) the said New Retiree Group Plan on behalf of the Union, at no cost to the plan or the Union other than charges from third party entities. The Corporation will agree to set up a committee consisting of Administration, the Union and the Carrier to develop the New Retiree Benefit Plan, the terms of reference of which will explore cost saving mechanisms which could reduce the costs of the plan for the benefit of the plan members. The Corporation will not be a voting member on the benefit plan design. Once an employees' post retirement benefit account has been

exhausted, should the employee wish to remain in the said New Retiree Group Plan, the Corporation will continue to administer the said plan on the employees' behalf provided that the employee pays the full annual premium amount. As an alternative to keeping the credit in a self funded post retirement account, the employee may elect to receive the amount as a lump sum payment upon retirement and may still opt to enter into the said New Retiree Group Plan provided that the employee pays the full annual premium amount. Should an employee die, their eligible spouse and/or eligible dependant may elect to purchase this benefit at their own cost.

- f) Schedule "X" as attached to this agreement shall be issued to each eligible employee in his/her personal capacity and upon issuance all such promissory notes shall form part of this and future Collective Agreements for current regular full time employees. A framework and language to achieve this protection consists of separate contracts with each individual current employee hired on or before April 17, 2009 which would provide appropriate security as outlined in Schedule "X".
 - (b) Where the spouse of an employee of the Corporation is covered by the spouse's employer for benefits similar to those in Article 20.01, paragraphs (i) to (iv) inclusive, in whole or in part, the employee may elect coverage for himself and his/her family under the plan of the spouse's employer, in which event, the Corporation will be required to provide only those benefits in (i) to (iv) inclusive not provided by the plan of the spouse's employer.
 - (c) It is further agreed that the Corporation may subscribe for equivalent coverage for those benefits and services described in paragraphs (a), sub paragraphs (ii) to (v) inclusive, on the understanding the Union will be consulted prior to calling for proposals from companies providing such services in order to ensure the Union that equal benefits and services and satisfactory claims procedures are maintained.
 - (d) Where an employee has depleted his/her accumulated or extended sick leave credits, the Corporation agrees to pay the benefits referred to in subparagraphs (i) to (v) inclusive of paragraph (a) above for a period of two (2) months; beginning the first day of the month following the month sick leave credit were depleted; thereafter he/she will not be entitled to the benefits provided however, he/she may apply for a leave of absence without pay and, if approved, he/she shall arrange with the Executive Director of Human Resources or designate in advance of commencing such leave to reimburse the Corporation for the full cost of the fringe benefits referred to in the said subparagraphs normally paid by the Corporation on behalf of the employee.
- 20.02 (a) It is agreed that the Corporation shall continue its participation in the Ontario Municipal Employees Retirement System Pension Plan, as authorized by By-law 2577, which provides on retirement for payment of an annual pension of approximately 2% of the average of an employee's highest sixty (60) consecutive months' earnings, multiplied by the number of years of service. The contributions by the Corporation and the employees shall be in accordance with the provisions

of the Ontario Municipal Employees Retirement System Act and the Regulations thereto, as amended from time to time.

- (b) Employees (excepting students and temporary employees as defined in Articles 5 and 12.06 and those employees engaged for special governmental works programmes) shall be enrolled for coverage in the Ontario Municipal Employees Retirement System Pension Plan and such coverage shall be effective from the date of probationary employment. Regular part-time employees may be enrolled in the O.M.E.R.S. Plan subject to regulations contained therein.
 - (c) It is further agreed that with respect to employees in the service prior to January, 1983, the Corporation will continue its Supplementary Type 3 Benefit Agreement with the Ontario Municipal Employees Retirement System, permitting an employee to elect early retirement within ten years of normal retirement date, providing:
 - (a) the employee has 30 or more years of credited service with the Corporation;
or
 - (b) retirement is due to permanent partial disability as determined by the Corporation ("permanent partial disability" under the Plan is defined as being unable, due to mental or physical incapacity, to perform the duties of employment when so declared by the employer).
 - (c) An employee shall be retired on the last day of the month in which he/she attains age sixty-five (65) years or at the employee's option at any time prior to age sixty-five (65) provided he/she has sufficient accredited service to qualify for early retirement in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations thereto, as amended from time to time. Early retirement will be subject to three (3) months' notice where possible.
- 20.03 It is understood and agreed that in the event of a change of legislation or other circumstances making it impossible for the Corporation to continue any of the above benefits, the Corporation will, so far as it has the authority so to do, endeavour to provide a benefit similar to the discontinued benefit but at no greater cost than that formerly incurred by the Corporation for such benefit.
- 20.04 The Corporation agrees that if an employee is absent from work for any period of time during which he/she is entitled to receive Sick Leave payments or is awarded Workers' Compensation, his/her normal accumulation of Sick Leave shall not be interrupted by reason of such absence; provided however, that where an employee uses up his/her accumulated or extended sick leave credits, he/she shall not be entitled to further credits until he/she returns to work and earns such credits through regular attendance as provided by S.3(a) of the Sick Leave By-Law.
- 20.05 If an employee is absent from work as the result of a compensable injury for which the employee is granted an award by the Workplace Safety and Insurance Board for a

period of temporary total disability, the Corporation agrees to pay, in addition to the amount of compensation awarded by the Board, the difference between the amount of the employee's net regular salary or wages and the amount of the award for the period of temporary total disability. Such payments shall be subject to the following conditions:

- (1) The Workplace Safety and Insurance Board shall have determined that the employee has sustained personal injury by accident arising out of and in the course of his/her employment with the Corporation.
- (2) The employee must have formally elected to take compensation in cases where any third party is involved.
- (3) Such payment shall not extend to cases of permanent total disability, in which cases the award of the Workplace Safety and Insurance Board shall be final, nor shall they extend to cases where the employment is terminated before the period of temporary total disability has expired.

The provisions of this Article shall not be applicable to probationary employees and students (as defined in Articles 4 and 5 herein), or temporary employees (as defined in Article 12 herein).

- 20.06 Effective July 1, 1991, provided the Corporation continues to pay compensation as a Schedule 2 Employer under the Workplace Safety and Insurance Act, where an employee is absent as a result of an injury allegedly sustained at work and the employee has made application for compensation and has elected to take compensation, the Corporation will make advances at the employee's normal rate of pay up to a total amount equivalent to the employee's sick leave **banked overtime or vacation** credits. If the claim has not been approved by the Workplace Safety and Insurance Board at the exhaustion of the employee's sick leave, **banked overtime or vacation** credits and the employee continues to be absent, no further advances will be made by the Corporation. Where the employee has no sick leave, **banked overtime or vacation** to his/her credit, his/her wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the days charged against the employee's sick leave, **banked overtime or vacation** for such absence will be accordingly credited back to the employee.
- 20.07 It is agreed that whenever an employee shall recover from a third party, any amount claimed for loss of wages or sick leave he/she shall repay to the Corporation forthwith the amount of all monies paid to him by the Corporation, either by way of sick leave or advances of salary or wages, in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave credit which may have been deducted, shall be restored to such employee.
- 20.08 The Corporation shall have the right at its expense to have an employee who is absent due to illness or injury of a physical nature, referred for an examination to a physician

of the employee's choice or any other physician as mutually agreed upon.

The Corporation shall have the right at its expense to have an employee who is absent due to a psychological or mental illness or injury, referred for an examination to a psychiatrist/psychologist of the employee's choice or any other psychiatrist/psychologist as mutually agreed upon.

The physician or psychiatrist/psychologist shall provide the Corporation with a written report of the examination. The request for the examination shall be made by the Executive Director of Human Resources or designate from the Human Resources Department to the employee in the presence of a Union representative or by registered mail to the employee and the Union if the employee is unable to attend at City Hall.

- 20.09 Employment Insurance coverage shall be provided for employees under the provisions of the Employment Insurance Act.
- 20.10 The Corporation and the Union agree that in so far as any of the by-laws referred to in Articles 20.01 and 20.02 are inconsistent with the provisions of this Article, the said by-laws shall be deemed to be amended in order to give effect thereto. The Parties also agree that the said by-laws may be further amended from time to time by mutual consent.
- 20.11 "Fringe Benefits" in addition to the benefits mentioned in this Article, shall include pay for vacations and statutory holidays, clothing allowances, long service pay and payments made by the Corporation, on behalf of the employees, for Canada Pension.
- 20.12 Professional and Licence Fees - Effective August 1, 1984, where an employee, as a condition of continuing employment, is required to renew a professional accreditation or renew a licence, the Corporation shall pay the full cost of such renewal. If, however, the licence being renewed is a driver's licence, the Corporation will only pay the difference between the cost of a Class "G" licence and that being renewed.

Effective January 1, 2017, if the employee leaves the Corporation, including termination, in the first three (3) months of the calendar year, the employee shall reimburse to the Corporation the full cost of such renewal.

If the employee leaves in the second three (3) months of the calendar year, the employee shall reimburse the Corporation fifty (50%) per cent of the cost of such renewal.

If the employee leaves in the third three (3) months of the calendar year, the employee shall reimburse the Corporation twenty-five (25%) per cent of the cost of such renewal.

- 20.13 Only the following fringe benefits shall be applied to regular part-time employees following completion of the first ninety (90) working days of their probationary period unless such employee is transferring from temporary status to probationary regular part-time status whereby such benefits will continue at the applicable rate as set out herein. The cost of such benefits, which the employee chooses to receive shall be

shared by the Corporation and the employee on a 50-50% basis, the employee's share to be paid by payroll deduction.

- (i) Ontario Health Insurance Plan
- (ii) Semi-Private Hospital Accommodation Plan 1, as offered by Green Shield Pre-Paid Services Inc.
- (iii) Apoth-a-Care Prescription Drug Plan "0" with mandatory product selection (\$1.00 co-pay) Effective September 1, 1996 - Apoth-a-Care Prescription Drug Plan "9" (\$5.00 co-pay), no over the counter drugs, and mandatory product selection.

-and -

the benefits of Extended Health Services "Plan T-4" with Vision Care Plan "7", (Effective **January 1, 2017 - \$350** every 24 months, laser eye surgery eligible, eye exams eligible. **Effective January 1, 2019 - \$400** every 24 months, laser eye surgery eligible, eye exams eligible), Audio "H-1" (Effective January 1, 2013 – Ability to use the benefit of conventional audio towards non-conventional audio), and Nursing Home Care Plan "N3", and Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787, as offered by Green Shield Prepaid Services Inc. Effective November 1, 1996, Green Shield Deluxe Travel Plan QJ shall replace Out-of Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787.

- (iv) Dental Care Plan DV (with a \$2,000 co-pay orthodontic lifetime maximum benefit effective May 1, 1990) (**Effective April 1st, 2017 - 2017 ODA rates. Effective January 1st, 2018 - 2018 ODA rates. Effective January 1st, 2019 - 2019 ODA rates. Effective January 1st, 2020 - 2020 ODA rates** as offered by Green Shield Prepaid Services Inc.)
- (v) Regular part-time employees will also qualify for the following:
 - (i) statutory holidays with pay - as provided by Article 14 and provided the employee has worked twelve (12) full working days out of the preceding thirty (30) calendar days.
 - (ii) Vacation entitlement in accordance with the annual vacation time as listed in Article 15.01 but paid at the rate of 2% of the employee's accumulated earnings, excluding overtime, for each week of vacation entitlement. For the purpose of vacation entitlement each calendar year shall be measured from date of hire and not calculated as in Article 4.
 - (iii) Effective January 1, 2013, a Regular Part Time employee who posts into a temporary full-time position and works a full work week as in Article 16, after six (6) months of continuous service, shall earn for every month of regular attendance after January 1, 2013, a sick leave credit at the rate of ¼ days per month and such sick leave credit shall be cumulative to a maximum

of nine (9) days.

- (vi) Regular part-time employees shall also be covered by the fringe benefits described in Articles 20.03, 20.08, 20.09, 20.10 (restricted to agreed upon benefits only), 20.11, 20.12.

Employees who elect coverage as set forth herein, shall be entitled effective the first of the month following completion of the qualifying period and provided written application has been made; otherwise such coverage shall become effective on the first of the month following receipt of written application. As a condition of written application, regular part-time employees may amend their benefit selection once per year from the coverage effective date.

- 20.14 (i) Effective March 1, 1992, a regular part-time employee who is in receipt of benefits pursuant to Article 20.13 and who is filling a temporary full-time job shall be entitled to continuation of such benefits in Article 20.13 at 100% cost to the Employer upon written notification to the Executive Director of Human Resources or designate.
- (ii) Effective March 1, 1992, a regular part-time employee who is not in receipt of benefits pursuant to Article 20.13 and who is filling a temporary full-time job shall be entitled to the benefits in Article 20.13 at 100% cost to the Employer subject to the completion of a ninety (90) calendar day qualifying period while filling the temporary full-time job and the Executive Director of Human Resources or designate's receipt of written application. The application will include the fringe benefits which the employee chooses to receive.
- (iii) Such cost arrangement as set out in Article 20.14 (i) shall be effective on the first of the month following the commencement of the temporary full-time appointment and provided written notification has been made; otherwise such coverage shall become effective on the first of the month following receipt of written notification. Employees who elect coverage under Article 20.14 (ii) shall be entitled effective the first of the month following completion of the qualifying period and provided written notification has been made; otherwise such coverage shall become effective on the first of the month following receipt of written notification if they elect coverage. Upon the first of the month following the completion of the temporary full-time appointment the cost share of such benefits will revert in accordance with Article 20.13.

ARTICLE 21 - TECHNOLOGICAL CHANGE

- 21.01 Where the introduction of technological change or new methods of operation will displace or is likely to displace (or result in the lay-off of) any employee, the employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implications with the Union before putting such technological change or new method of operation in place. The Corporation will make every effort to retrain or to provide alternative employment for such employees.

ARTICLE 22 CLOTHING ALLOWANCES AND TOOLS

The Corporation shall issue, without charge, to its employees who have completed their probationary periods, the items of clothing as hereinafter set forth; the articles where applicable to summer work shall be issued by April 1st and winter clothing by November 1st. Excepting where frequency is indicated, articles of clothing which become worn out or irreparably damaged in the service of the Corporation shall be replaced, without charge, with new articles upon presentation or surrender of the worn out or irreparably damaged items to the Corporation's central stores by the entitled employee.

22.01 Traffic Engineering Department

<u>ARTICLE</u>	<u>NUMBER</u>	<u>FREQUENCY</u>
(a) <u>Parking Technician, Parking Maintenance Staff:</u>		
Black Horsehide Gloves	1 pair	then, as required
Navy Nylon O.P.P. Parka	1	then, as required
Safety Boots or Shoes	2 pair	then, as required
Toque or Head Band	1	then, as required
Rainwear - Raincoat	1	then, as required
- Zip up Galoshes	1 pair	then, as required
Windbreaker	1	then, as required
Uniform Shirts		
Long Sleeve	3	then, as required
Short Sleeve	3	then, as required
Trousers	3 pair	then, as required

(b) Traffic Operations Division Personnel:

<u>ARTICLE</u>	<u>NUMBER</u>
Work gloves	
Safety Helmets and Liners	
Winter Safety Boots	1 pair
Summer Safety Shoes or Boots	1 pair
** Parka	1
Trousers	5 pair
Shirts - summer lightweight (short sleeve)	2
Shirts - winter heavyweight	2
Rainwear - Coat or Suit	1
- Rubber Boots	1 pair
T-shirts made from 100% cotton or approved cotton blend t-shirts	5
Coat - Lightweight	1
Toque	1
Special Lineman Gloves	1 pair

(c) Signals Division Personnel:

Special Linemen's Gloves
Safety Helmets and Liners

Safety Boots – winter	1 pair
summer	1 pair
* Parka	1
Shirts - summer lightweight	2
Shirts - winter heavyweight	2
Pants	5
Rainwear - Coat or Suit	1
Rubber Boots	1 pair
Coat – Lightweight	1
T-shirts made from 100% cotton or approved cotton blend t-shirts	5
Toque	1
* Signals Maintenance Staff and ** Shop Person. Parka issued to be non-flammable material.	

22.02 Public Works Department

(a) Survey Crew Members and Inspectors:

Safety Boots or Shoes	2 pair
Shirts – summer	2
Shirts – winter	2
Pants	5 pair
Coat – lightweight	1
Parka	1
Raincoat	1
T-shirts made from 100% cotton or approved cotton blend t-shirts	5
Toque	1
Coveralls	1 pair

Identification flashes to be included on all uniforms.

The Corporation will continue to supply safety helmets with liners, mitts or gloves and rubber overshoes.

(b) Laboratory Technicians:

<u>ARTICLE</u>	<u>NUMBER</u>
Safety Boots or Shoes	2 pair
Shirts – Summer	2
Shirts – Winter	2
Pants	5 pair
Coat – Lightweight	1

T-shirts made from 100% cotton	5
or approved cotton blend t-shirts	
Toque	1

In addition to the above, commercially laundered coveralls and labcoats (smocks) shall be provided.

(c) Field Engineering Administrative Inspectors:

<u>ARTICLE</u>	<u>NUMBER</u>	
Pants (with reflective stripes)	4	then, as required
Shirts (with City crest)	6	then, as required
Raincoat (with City crest)	1	then, as required
All Weather Nylon Pants(with reflective stripes)	1 pair	then, as required
Sweater/Sweatshirt (with City crest)	1	then, as required
Safety shoes or boots	2 pair	
All weather wind-breaker (with City crest)	1	
Black winter parka (with City crest)	1	

22.03 Building Department Inspector (Effective April 1, 1992)

<u>ARTICLE</u>	<u>NUMBER</u>	<u>FREQUENCY</u>
White Uniform Shirts		
Long Sleeve	3	then, as required
Short Sleeve	3	then, as required
Baseball Cap With Crest	1	then, as required
Windbreaker	1	then, as required
Navy Nylon O.P.P. Parka	1	then, as required
Safety Helmet	1	then, as required
With Liners	1	then, as required
Safety Boots or Shoes	2 pair	then, as required
Galoshes	1 pair	then, as required
Pants	3 pair	then, as required
Identification Badge	1	then, as required

22.04 Facility Management Department

All stationary engineers, **storckkeepers**, building maintenance, resident building custodians and caretaking employees shall be supplied with the following articles of clothing:

Male Employees	three (3) shirts and three (3) pair of trousers one (1) pair of safety shoes
Female Employees	three (3) uniforms each year

In addition to the above, coveralls as required shall be provided for building maintenance and stationary engineers; also parkas as required shall be provided for building maintenance engineers and resident building custodians.

Painters shall be supplied with the following articles of clothing:

<u>ARTICLE</u>	<u>NUMBER</u>
Shirts	6
Trousers	6
Safety Shoes (soft soles)	2 pair

The Mail and Delivery Person shall be supplied with:

<u>ARTICLE</u>	<u>NUMBER</u>
Shirts	3
Trousers	3 pairs
Winter Coat or Parka	1
Winter Overshoes	1 pair
Safety Boots	1 pair

22.05 Parks, Recreation and Facilities Department

Permanent Aquatic Staff:

All permanent Aquatic Staff shall be supplied with the following articles of clothing without charge:

- 2 bathing suits or swim trunks each year
- 1 sweat shirt each year
- 1 pair of sport flip flops with sufficient tread or water shoe each year
- 3 T-shirts made from 100% cotton or approved cotton blend t-shirts each year

22.06 Huron Lodge

- (i) All employees, excluding the clerical staff, shall be supplied with the following articles of clothing:

Female Employees	three (3) uniforms per year
Male Employees	three (3) pair of trousers and three (3) shirts per year

- (ii) The Cooks shall be supplied with one (1) pair of safety shoes, then, as required.

22.07 Smocks shall be issued to all personnel working in the Data Processing Room, Work Activity Instructors and Day Nursery Teachers and any other area where the employee's clothing may be exposed to materials or dyes that may soil his/her clothing.

The Corporation shall provide one (1) pair of safety boots or safety shoes per year, then as required, for Work Activity Instructors.

22.08 Licensing and Enforcement Services Department

(a) By-Law Enforcement Officer:

Shirts: Dark Navy Military Shirt with Shoulder Crests	
- Short and Long Sleeved	6 shirts total
Pants: Navy Cargo Pant, No Stripe	3
Jacket: Winter- Navy Nylon O.P.P. Parka	1
Sweater: Line Knit Sweater with Shoulder Crests	1
Vest: Body Armour - External Carrier	1
Winter Safety Boots or Shoes	1
Hat: Baseball Cap Style with Crest	1
Winter Toque	1

(b) General Provisions Referrable to All Clothing Issue In All Departments

As a condition of employment each probationary employee shall provide at his/her own expense one pair of safety shoes or boots (if required by the job) and two pairs of pants and two shirts. The shirts, pants, and safety shoes must be worn and must be in accordance with the standard issue worn by other employees at the particular time of the year. It is the intent of the parties that the probationary employee be outfitted as hereinbefore described on the first day of his/her employment.

The clothing issue is the maximum allowance and any clothing lost or destroyed must be replaced by the employee at his/her own expense, except in the case of a justifiable insurance claim.

The clothing issue is for the sole personal use of the employee to whom it is issued and will not be sold, exchanged or given by the employee to any other person.

The clothing issue must be worn by the employee during working hours and must be appropriate to weather conditions and the season of the year.

Immediately following the initial clothing issue, without reservation, the wearing of regulation clothing is mandatory and failure to comply with this regulation will result in suspension without pay until the employee complies.

When it is a requirement of an employee's position that safety glasses be worn and the employee requires prescription glasses, the Corporation shall provide prescription safety glasses of a type and from a supplier chosen by the Corporation, and in the event the prescription safety glasses have to be replaced due to excessive wear or work-related damage, the Corporation shall replace the glasses. The Corporation shall provide glasses with ultraviolet ray protection as necessary if prescribed.

Regular part-time employees shall be provided with the clothing issues as set out for regular full-time positions on a pro rata basis as follows:

When the frequency of the clothing issue is on an "as required replacement basis", the initial issue shall be one-half of the regular full-time issue for such position with the greater benefit provided to the employee. When the frequency is on an "annual basis" such clothing issue will be provided every two years.

- 22.09 The Corporation agrees that the Manager of Purchasing Management representative of the Department, and two (?) employees designated by the Union will meet to choose the style and material of the clothing.
- 22.10 The Corporation agrees to supply the employees with all the tools which, in its opinion, are required by the employees to perform their duties.
- 22.11 Any change in the clothing issue negotiated under subsequent collective agreements will not become effective until one (1) year following the date upon which such subsequent collective agreement shall commence to operate.

ARTICLE 23 - AUTOMOBILE ALLOWANCES

- 23.01 (a) Every employee who, is requested or required to provide his/her own automobile for purposes of the Corporation shall be paid a monthly allowance on all mileage in performance of work for the Corporation from the first to the last day of the month, calculated at the rate of thirty-five cents (35¢) per kilometre effective June 1, 1990. Effective January 1, 1993, mileage will increase to thirty-seven (37¢) cents per kilometre. Effective January 1, 2006, mileage will increase to forty (40¢) cents per kilometre.
- (b) In addition to the allowances provided by paragraph (a), the Corporation agrees to pay also the difference, excluding surcharges (as a result of accidents or convictions) in the premium rate for insurance on the employee's automobile, up to the following maximum limits, and the premium rate required to insure such automobile for the same coverage if used as well for the purposes of the Corporation:

Public Liability and Property Damage - \$1,000,000.00 limit,
effective August 1, 1984

Collision - \$250.00 deductible

Provided however, the employee with his/her Union representative shall have the right to appeal, to an Appeals Committee to be established by the Corporation, for assumption by the Corporation of any surcharges which the employee feels were imposed as the result of unavoidable accidents which occurred in the performance of his/her duties, the decision of such review body to be final.

- (c) Notwithstanding the above, employees will be required if requested to provide

three written estimates of insurance - one estimate from an agent of, the Corporation's choice. The Corporation will only be required to reimburse to the lowest estimate.

ARTICLE 24 SALARIES AND WAGES

- 24.01 (a) Effective January 1, 1991 pursuant to Article 24.05 and in accordance with the Memorandum of Agreement concerning the Implementation of Pay Equity and Internal Equity, it is agreed that the salaries and wages of all employees holding jobs covered by the job evaluation programme, as identified in Schedule B, shall be determined by the job evaluation driven internal equity salary administration provision of the Manual of Procedures dated November 9, 1990 and forming part of this Collective Agreement. It is agreed that the salaries and wages of all employees holding positions not covered by the job evaluation programme shall be determined in accordance with the classification system attached hereto as Schedules "C" and "E" and forming part of this agreement.

It is understood that regular part-time positions shall receive the hourly rate of regular full-time positions unless otherwise agreed.

- (b) Where an employee is appointed or reclassified to a higher rated position, he/she shall be paid the next higher increment for the higher classified position rather than the rate he/she was being paid in his/her previous classification; provided however, the increment shall not be less than approximately \$8.00 bi-weekly.
- i) Effective August 19, 1996, when an employee's position is reclassified to a higher maximum hourly rated position he/she shall maintain his/her incremental status in all regards.
 - ii) When an employee is appointed or promoted to a position which provides a higher maximum hourly rate than the highest maximum hourly rate in the employee's former position, the employee shall be paid the existing rate in the new position which provides a minimum five percent increase in his/her hourly rate over the employee's hourly rate in his/her former position but in no circumstances shall the new hourly rate be greater than the maximum hourly rate in the new position. The employee's new increment date shall be the date of appointment to the new position.
 - iii) When an employee is transferred, appointed or posts to a position which provides a lower maximum hourly rate or the same maximum hourly rate as the employee's former position, the employee shall be paid at the increment in the new position providing the hourly rate closest to the former rate without being greater. The employee's increment status remains the same in the new position.
- c) It is further agreed that the annual increments shown in Schedule "B" for regular full-time employees only, shall be granted automatically each year on the anniversary date of the employee's appointment or reclassification as the case may

be, unless the department head recommends against it, in which event the employee concerned shall be given an explanation in writing thirty (30) days prior to the anniversary date.. Where an employee has been on an extended leave of absence (excluding maternity leave) or absent for a compensable injury for any period in excess of one month, the employee shall not be entitled to an increment until he/she has actually worked for 12 months from the anniversary date of his/her appointment or the date of his/her last increment whichever is the later, and future increments, where applicable, will be effective each twelve (12) months from the date of the last increment.

- (d) Increments, where applicable, for regular part-time employees will be subject to the provisions of Article 24.01 (b) and employees will be eligible upon achieving each full year of seniority (1 full year of seniority = 1,750 hours).

Effective January 1, 2000, increments, where applicable for regular part-time employees will be subject to the provisions of Article 24.01 (b) and employees will be eligible upon achieving each full year of seniority (1 full year of seniority = 2,080 hours).

- 24.02 When an employee is appointed or requested by his/her department head temporarily to perform work of a character for which a higher classification is provided, he/she shall be paid immediately the next higher increment for the higher graded position than the rate he/she is being paid in his/her present classification. The higher rate will only be paid if such duties are performed for a continuous period of 30 minutes or more. When an employee is appointed or requested temporarily to perform work of a character for which a lower classification is provided, he/she shall continue to be paid the established rate for the higher classification.

Effective August 19, 1996 when an employee is appointed or requested by his/her department head temporarily to perform work of a character for which a higher classification is provided, he/she shall be paid immediately the existing rate which provides a minimum five percent increase in his/her hourly rate over the employee's hourly rate in his/her former position but in no circumstances shall the new hourly rate be greater than the maximum hourly rate in the higher classified position. The higher rate will only be paid if such duties are performed for a continuous period of 30 minutes or more. When an employee is appointed or requested temporarily to perform work of a character for which a lower classification is provided, he/she shall continue to be paid the established rate for the higher classification.

- 24.03 It is agreed that the said salaries and wages shall be paid upon a bi-weekly basis through direct deposit.
- 24.04 The Corporation agrees to grant equal pay to all members of the Union for equal work regardless of the sex of the employee concerned.
- 24.05 (a) In accordance with the Memorandum of Agreement concerning the Implementation of Pay Equity and Internal Equity, all incumbents in a job

assigned to a new Classification where the maximum increment level is lower than their current increment level shall continue to receive their current increment level and shall continue to remain eligible for future economic adjustments negotiated between the parties based upon strictly the job evaluation maximum increment level of the position at time of Classification change, until such time as the incumbent has obtained the new maximum increment level Classification end rate or resigns from the position, whichever occurs first. Effective January 2, 1991, all future negotiated economic adjustments for these incumbents shall be strictly calculated on the maximum increment level of the new 1991 Classification end rate.

- (b) Incumbents in a job assigned to a Classification where a rate is higher than their current rate shall receive the higher rate in the following manner:
- (1) Changes resulting from the implementation of any job evaluation results determined prior to July 1, 1991 shall have the new rates implemented as follows:
 - i) For employees with anniversary job appointment dates prior to July 1 and actively working as of said date - implementation on July 1, 1991.
 - ii) For employees with anniversary job appointment dates on or after July 1 - implementation on the said anniversary job appointment date, subject to the incumbent being actively at work on said date.
 - (2) For changes resulting from the implementation of job evaluation results as determined after July 1, 1991, the incumbent shall receive the new rate retroactive to the commencement date of the new duties as recognized by the Joint Job Evaluation Committee. Notwithstanding anything contained herein, there will be no wage retroactivity considered under this Article for any period of time prior to January 2, 1991.

24.06 Wages

January 1, 2017	1.25%
January 1, 2018	1.25%
January 1, 2019	1.25%
January 1, 2020	1.25%

If on March 31, 2007 the Consumer Price Index for Canada for the period December 31, 2005 to December 31, 2006 rises above 5.5%, the increase above 5.5% to a maximum of 6% (maximum 0.5%) will be applied to the 2006 wage rates effective December 31, 2006 and a further increase of 3.0% will be applied effective January 1, 2007. Retroactive pay to January 1, 2007 will only be the adjusted rate less the rate already paid. Examples are included under Schedule "G". This clause shall only come into effect if the Consumer Price Index is over 5.5% on December 31, 2006.

ARTICLE 25 - LONG SERVICE PAY

25.01 The Corporation shall pay Long Service Pay to every employee on the first regular pay day after December 1st of each year, based upon continuous full time service as follows:

Upon completion of five years' and less than ten years' service \$ 65.00 annually

Upon completion of ten years' and less than fifteen years' service \$ 130.00 annually

Upon completion of fifteen years' service and less than twenty years' service \$ 195.00 annually

Upon completion of twenty years' service and less than twenty-five years' service \$ 260.00 annually

Upon completion of twenty-five years' service and over \$ 325.00 annually

When an employee who is qualified to receive Long Service Pay, completes his/her fifth, tenth, fifteenth, twentieth or twenty-fifth year of service within any calendar year, he/she shall be paid the rate applicable to his/her term of service in that year. Any employee who leaves the service after completing five years' service shall be entitled to receive a proportionate part of the Long Service Pay which would have been payable to him for the calendar year in which he/she terminates his/her employment; provided that if any employee leaves the service before December 31st, after receiving Long Service Pay for that calendar year, the Corporation shall have the right to recover from the employee the proportionate part of such Long Service Pay, paid in advance, for which he/she is no longer entitled.

25.02 In the event an employee is laid off or is absent without pay (excluding absences for maternity leave or on long term disability) for any period in excess of one (1) calendar month in any calendar year in which the employee is qualified to receive Long Service Pay, such pay shall be prorated on the basis of one-twelfth (1/12) for each calendar month worked during that year.

25.03 Regular part-time employees shall be eligible for 50% of the annual amount based upon their continuous part-time service.

25.04 The terms and provisions of this Article shall not apply to any new employees hired on or after January 1, 2000.

ARTICLE 26 - RECREATIONAL EMPLOYEES

26.01 It is understood that each year the Corporation hires a number of employees as set out in Schedule E for the purpose of supervising the recreational facilities and carrying out the recreation programmes of the Corporation. It is further agreed that the only

articles applicable to recreational employees shall be Article 3, Article 6, Article 11, Article 19.02, and Article 26. The Corporation shall have the right to discharge recreational employees without grievance, other matters however contained in Article 26 and in Schedule E may be the subject of grievance.

The wages and working conditions for such employees shall be those set out in Schedule E attached hereto and forming part of this agreement. In addition, each employee shall be supplied with the following at the expense of the Corporation:

DAY CAMP STAFF

Two Short-sleeved T-shirts made from 100% cotton or approved cotton blend t-shirts

AQUATIC STAFF

Two Bathing Suits

OTHERS

One Golf Shirt

One Long-sleeved T-shirt made from 100% cotton or approved cotton blend t-shirt

One Short-sleeved T-shirt made from 100% cotton or approved cotton blend t-shirt

Recreational Employees shall be entitled to be paid one and one-half (1-1/2) times their regular rate for all hours worked in any calendar week, in excess of the total number of hours contained in their normal work week as per Schedule E.

- 26.02 (a) Seniority for Recreational Staff shall be separate from all other seniority provisions outlined in this collective agreement. Seniority is defined as the length of service within the Corporation from original date of hire as a Recreational Staff employee employed in those positions outlined under Schedule E.
- (b) Seniority rights of Recreational employees shall be established after the satisfactory completion of a probationary period of ninety (90) calendar days from date of hire.
During his/her probationary period, an employee shall not possess the capacity to file a grievance under the terms of this Agreement or to have any complaint, grievance or dispute referred to arbitration save those involving substantive rights or the payment of wages.
- (c) Seniority rights as herein defined shall be limited to determining a recreational employee's right to recall and the appropriate wage rate as outlined under Schedule E.
- (d) The exercise of seniority is confined to the Department and confined to only those rights contained in Article 26.

ARTICLE 27 - JOB SECURITY

- 27.01 (i) No member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, 1997 shall be laid off for any reason.

Effective January 1, 2017, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, 1998 shall be laid off for any reason.

Effective January 1, 2018, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, 1999 shall be laid off for any reason.

Effective January 1, 2019, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, 2000 shall be laid off for any reason.

Effective January 1, 2020, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, 2001 shall be laid off for any reason.

- (ii) Any employee who would have been laid off but for Article 27.01 (i) may be assigned to any position within the Corporation regardless of seniority. Such assignment may or may not include training and such assignment including training, shall be at the sole discretion of the Corporation. It is agreed that such assignment may result in the lay-off of an employee not protected by Article 27.01 (i) or the re-assignment of employees protected by Article 27.01 (i).

- 27.02 This agreement shall be binding upon the successors of the Parties hereto in so far as it is within the power of the Parties hereto respectively to bind such successors, and in the event the Corporation is amalgamated, united or otherwise joined with one or more municipalities, the provisions of The Labour Relations Act, R.S.O. 1980, C.228, as amended, shall be applicable.

ARTICLE 28 - CONTRACTING OUT

- 28.01 The Corporation shall have the right to contract out any work provided however, that prior to contracting out work normally performed by members of the bargaining unit, advance discussions will take place between the appropriate department heads of the Corporation and the Union. The Corporation agrees to notify the Union in writing at least two months in advance of any contracting out of work.

The Corporation shall set up a meeting and discussions shall commence within two (2) weeks from the date of receipt of such written notice by the Union. At the meeting the Corporation shall identify the work being considered for contracting out and the reasons that have led to the decision to recommend contracting out of the work.

During the meeting, the Corporation agrees to provide the information available to the

Corporation which was the basis upon which the decision to contract out was made and that would otherwise be available to the Union through the Freedom of Information process as set out in Municipal Freedom of Information Protection and Privacy Act ("MFIPPA") without the need to make a formal request.

28.02 The Union shall be accorded an opportunity to make a written submission regarding the Corporation's plan to contract out work and such submission shall be made within thirty (30) calendar days of the meeting set out in Article 28.01. The appropriate department head shall give weight to such comments in light of all attendant circumstances and within two (2) weeks of receiving the Union's submission shall make his or her final recommendation.

28.03 When the Corporation awards a contract for work which is normally performed by members of the bargaining unit as hereinbefore set out, the Corporation agrees to provide alternative employment at no loss of salary, wages or benefits excluding overtime for the employees who normally perform the work contracted out and who were in the employ of the City prior to December 31, 1977. In respect to all other employees affected by the contracting out, the Corporation shall make a sincere effort to provide alternative employment for them and if no work is available the provisions of Article 4.11 respecting lay-offs shall be applicable.

ARTICLE 29 - CORRESPONDENCE

29.01 All correspondence between the Parties arising out of this agreement shall be addressed to the Executive Director of Human Resources or designate or to the Secretary of the Union as the case may be.

ARTICLE 30 - INTERPRETATION

30.01 Whenever the masculine or singular has been used throughout this agreement it shall be deemed to include the feminine or plural where the context so allows or requires.

ARTICLE 31 - TERM OF AGREEMENT AND RETROACTIVITY

31.01 Excepting as otherwise provided herein, the terms of this agreement shall apply from the 1st day of January, **2017** and shall remain in force until the 31st day of December, **2020**.

Proposals to revise or amend this agreement shall be exchanged by the parties on the third Friday in September of **2020**, and negotiations between the parties shall begin by not later than the third Friday of October in **2020**. If pursuant to such negotiations an agreement on revision or amendment is not reached prior to the current expiration date, this agreement shall remain in full force and effect after such expiration date in accordance with the provisions of the Labour Relations Act.

31.02 Where, by the terms of this agreement, any benefit is provided which is an

improvement upon that which was provided by the terms of the immediately preceding collective agreement which expired on December 31, 2016, such improved benefit or new benefit shall be deemed to apply only to such persons as were employed by the Corporation as of date of Council ratification.

The effective dates of application of such improved benefit shall be as follows:

Wages - shall be paid in each of the respective years as set out in Article 24.

Green Shield Coverage - shall be afforded in accordance with Article 20.01 from and after March 1, 1990.


Safety Glasses - June 1, 1988.

Notwithstanding what is hereinbefore contained, the improved salaries and wages shall be paid retroactively to those employees not in the employ of the Corporation on June 13, 2005,

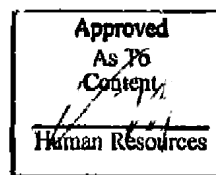
- (1) Whose employment was terminated between January 1, 2005 and June 13, 2005 each date inclusive as a result of physical incapacity;
- (2) Whose employment during the same period was concluded through retirement on pension;
- (3) Who (having completed the probationary period referred to in Article 4.01) were, during the same period absent from work as a result of normal lay off;
- (4) Who voluntarily quit the employ of the Corporation.

IN WITNESS WHEREOF the Parties hereto have herunto affixed their corporate seals duly attested by the hands of their proper officers in that behalf, respectively.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543 "WINDSOR MUNICIPAL EMPLOYEES"



PRESIDENT



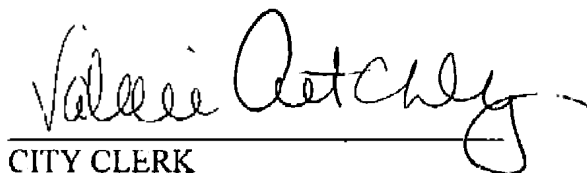


RECORDING SECRETARY



THE CORPORATION OF THE CITY OF WINDSOR


CHIEF ADMINISTRATIVE OFFICER


CITY CLERK

Author	
Author	Author
Author	Author

LOCAL 543, C.U.P.E.

SCHEDULE "A"

POSITIONS AND CLASSIFICATIONS EXCLUDED FROM THE BARGAINING UNIT

UNDER THIS AGREEMENT

(As Referred to in Article 1.01)

- A. All Department Heads, Deputy Department Heads and all positions listed in the salary schedule for Management personnel.
- B. All employees of the Mayor's Office, Office of the Chief Administrative Officer, and the Legal and Human Resources Department.
- C. All employees who come within the jurisdiction of other bargaining units.

Such other employees and/or job classification as may be agreed between the parties hereto in writing, effective from the date of execution of the same for the unexpired term of this agreement.

Salary Schedule "B"
January 1, 2017 to December 31, 2017

Court File No./N° du dossier du greffe : CV-22-00684908-0000

DEPARTMENT			HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
<u>CLASSIFICATION 0.01</u>			33.75	Annual	30,642.30	36,012.60		
				Biweekly	1,178.55	1,385.10		
				Hourly	17.46	20.52		
<u>CLASSIFICATION 0.02</u>			33.75	Annual	31,783.05	37,381.50		
				Biweekly	1,222.43	1,437.75		
				Hourly	18.11	21.30		
<u>CLASSIFICATION 0.03</u>			33.75	Annual	32,941.35	38,750.40		
				Biweekly	1,266.98	1,490.40		
				Hourly	18.77	22.08		
<u>CLASSIFICATION 0.04</u>			33.75	Annual	34,240.05	40,224.60		
				Biweekly	1,316.93	1,547.10		
				Hourly	19.51	22.92		
			35.00	Annual	35,508.20	41,714.40		
				Biweekly	1,365.70	1,604.40		
				Hourly	19.51	22.92		
			41.00	Annual	40,580.80	47,673.60		
				Biweekly	1,561.80	1,833.60		
<u>CLASSIFICATION 0.05</u>			33.75	Hourly	19.51	22.92		
543002	Permit Services Clerk	39400 - Building		Annual	35,538.75	41,786.55		
543356	Junior Clerk Typist	48000 - Facilities		Biweekly	1,366.88	1,607.18		
543212	Clerk, Junior File - East Office	53200 - Customer Service		Hourly	20.25	23.81		
543550	*Museum Assistant	58500 - Cultural Affairs						
543318	Customer Service Representative	66200 - Records, Elections & FOI						

Salary Schedule "B"
January , 2017 to December 31, 2017

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	DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543178	Kitchen Staff II	57300 - Huron Lodge - Dietary	4 00	Annual Biweekly Hourly	42,120.00 1,620.00 20.25	49,524.80 1,904.80 23.81	
CLASSIFICATION 0.06							
543404	Customer Service Clerk	39400 - Building	33.75	Annual	36,784.80	40,049.10	43,295.85
543004	Document Clerk	39400 - Building		Biweekly	1,414.80	1,540.35	1,665.23
543006	Receptionist/Complaints Clerk	39470 - Inspections - East		Hourly	20.96	22.82	24.67
543138	*Clerk Intermediate	47100 - Lou Romano WRP - 543/NU					
543167	Forestry Clerk	51200 - Admin - Parks, Rec. & Culture					
543162	Accounting Clerk	51200 - Admin - Parks, Rec. & Culture					
543164	Receptionist	51200 - Admin - Parks, Rec. & Culture					
543163	Recreation Clerk	51200 - Admin - Parks, Rec. & Culture					
543564	Contract Clerk	54200 - Children's Serv - Systems					
543424	Junior Clerk Typist	57300 - Huron Lodge - Dietary					
543020	Clerk-Junior Vital Statistics	66200 - Records, Elections & FOI					
543474	Junior Clerk Typist	57300 - Huron Lodge - Dietary	35.00	Annual Biweekly Hourly	38,147.20 1,467.20 20.96	41,532.40 1,597.40 22.82	44,899.40 1,726.90 24.67
543085	Caretaker	48000 - Facilities	40.00	Annual	43,596.80	47,455.60	51,313.60
543181	General Caretaker H/L	48000 - Facilities		Biweekly	1,676.80	1,825.60	1,973.60
543083	Mail/Delivery Person	66200 - Records, Elections & FOI		Hourly	20.96	22.82	24.67
CLASSIFICATION 0.07							
543053	Customer Service Clerk	24200 - Prop Taxation & Taxpayer Supp	33.75	Annual	38,188.80	41,558.40	44,945.55
543011	Communications Clerk	39420 - Inspections - East		Biweekly	1,468.80	1,598.40	1,728.68
543558	*Facility Person	48000 - Facilities		Hourly	21.76	23.68	25.61
543355	Intake Clerk (Bilingual)	54201 - Children's Services System					
543547	Junior Clerk - Children's Services	54201 - Children's Services System					
543539	Program & Policy Clerk	54203 - Program & Policy					
543378	Bilingual Early Learning Initiatives Clerk	54400 - Ontario Early Years					
543369	Administrative Clerk	57100 - Huron Lodge - Program Services					
543265	*Recreation Centre Clerk (Adie Knox Pool)	58406 - Adie Knox Pool					
543265	*Recreation Centre Clerk (Aquatics & Family Aquatics)	58406 - Adie Knox Pool					
543265	*Recreation Centre Clerk (Forest Glade Comm. Cent)	58406 - Adie Knox Pool					

Salary Schedule "B"
January 1, 2017 to December 31, 2017

Court File No./N° du dossier du greffe : CV-22-00684908-0000

				DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543265 *Recreation Centre Clerk (Gino A. Marcus Comm)				58406 - Adie Knox Pool						
543265 *Recreation Centre Clerk (Mackenzie Hall)				58406 - Adie Knox Pool						
543265 *Recreation Centre Clerk (Oakwood Comm. Centre)				58406 - Adie Knox Pool						
543265 *Recreation Centre Clerk (Optimist & AMC Comm.)				58406 - Adie Knox Pool						
543265 *Recreation Centre Clerk (WFCU Centre)				58406 - Adie Knox Pool						
543265 *Recreation Centre Clerk (Windsor Water World)				58406 - Adie Knox Pool						
543414 Administrative Support Clerk				66200 - Records, Elections & FOI						
543369 Administrative Clerk				57100 - Hilton Lodge - Program Services	35.00	Annual Biweekly Hourly	39,603.20 1,523.20 21.76	43,097.60 1,657.60 23.68	46,610.00 1,792.00 25.60	
543199 Parking Maintenance Staff				43303 - Operations - On/Off Street Park	00	Annual	45,260.80	49,254.40	53,268.80	
543575 Secretary, Contracts, Fleet & Maintenance				43612 - Operations - Contracts		Biweekly Hourly	1,740.80 21.76	1,894.40 23.68	2,048.80 25.60	
CLASSIFICATION 0.08										
76	543050	Administrative Clerk	23200 - Accounting Services	33.75	Annual	39,592.80	41,909.40	44,278.65	46,542.60	
	543249	Data Entry Operator	23300 - Payroll		Biweekly	1,522.80	1,611.90	1,703.03	1,790.00	
	543049	Tax Certificate Clerk	24200 - Prop Taxation & Taxpayer Supp		Hourly	22.56	23.88	25.23	26.52	
	543352	Clerk Expediter	33000 - Purchasing & Risk Management							
	543247	Clerk Steno	39200 - Planning - Urban Design							
	543102	Clerk Steno Senior	39300 - Planning - Development CBO							
	543031	Comm. of Adjustment Clerk	39300 - Planning - Development CBO							
	543007	Cashier	39400 - Building							
	543277	Records Clerk	41000 - Office City Engineer - Admin							
	543147	Secretary Senior	41000 - Office City Engineer - Admin							
	543246	Secretary - Field Services	43600 - Operations - Field Services							
	543243	Intermediate Clerk	51000 - Comm Dev & Health - Admin							
	543170	Accounts Receivable Clerk	51200 - Admin - Parks, Rec. & Culture							
	543166	Title Clerk	51200 - Admin - Parks, Rec. & Culture							
	543259	Clerk Junior	53100 - Policy & Staff Development							
	543274	Team Clerk (FSW)	53100 - Policy & Staff Development							
	543211	Clerk Junior (Switchboard)	53200 - Customer Service							
	543215	Clerk Junior (Team)	53200 - Customer Service							
	543554	Clerk Junior (Team) - Bilingual	53200 - Customer Service							
	543218	Data Analyst	53200 - Customer Service							
	543206	Records & Supply Clerk	53200 - Customer Service							
	543216	Clerk Junior (Team)	53300 - Career Development Services							
	543213	Intermediate Clerk Steno	54211 - Children's Services System							
	543200	*Recreation Centre Clerk - Willstead Manor	58100 - Willstead Manor							
	543422	Licensing Clerk	65200 - Licensing							

Salary Schedule "B"
January 1, 2017 to December 31, 2017

		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543051	Customer Service Reception	66200 - Records, Elections & FC						
543077	Records Clerk	66200 - Records, Elections & FC						
543556	Construction Technician	43601 - Operations - Facilities Services	37.50	Annual	43,992.00	46,566.00	49,198.50	51,714.00
				Biweekly	1,692.00	1,791.00	1,892.25	1,989.00
				Hourly	22.56	23.88	25.23	26.52
543113	Parking Violations Cashier	43804 - Compliance & Enforcement-Parkg	40.00	Annual	46,924.80	49,676.40	52,478.40	55,161.60
543186	Storekeeper	48000 - Facilities		Biweekly	1,804.80	1,916.40	2,018.40	2,121.60
				Hourly	22.56	23.88	25.23	26.52
CLASSIFICATION 0.09								
543397	Intermediate Clerk-Huron Lodge	22300 - Opening Budget Control	33.75	Annual	41,049.45	43,453.80	45,910.80	48,350.25
543066	Accounts Payable Control Clerk	23200 - Accounting Services		Biweekly	1,578.83	1,671.30	1,765.80	1,859.63
543046	General Accounts Payable Clerk	23200 - Accounting Services		Hourly	23.39	24.76	26.16	27.55
543068	Tax & Accts Receivable Collector	24100 - Treasury & Cash Management						
543059	Property Tax Clerk	24200 - Prop Taxation & Taxpayer Supp						
543047	Mortgage and Ownership Clerk	24300 - Property Assessment						
543010	Secretary to Mgr of Development Applications	39300 - Planning - Development CBO						
543007	Financial Records Clerk	39400 - Building						
543146	Intermediate Accounting Clerk	41000 - Office City Engineer - Admin						
543136	Payroll Accounting Clerk	41000 - Office City Engineer - Admin						
543140	Senior Invoice Clerk	41000 - Office City Engineer - Admin						
543133	Data Research Clerk	42200 - Geomatics						
543278	Development Clerk	44000 - Development, Projects & ROW						
543209	Clerk Junior (Fin)	51000 - Comm Dev. & Health - Admin						
543541	Local Immigration Partnership Assistant	51000 - Comm Dev. & Health - Admin						
543420	Parks & Recreation Data Clerk	51200 - Admin - Parks, Rec. & Culture						
543161	Parks Clerk	51200 - Admin - Parks, Rec. & Culture						
543172	Payroll & Accounts Payable Clerk	51200 - Admin - Parks, Rec. & Culture						
543574	Clerk - Leamington	53100 - Policy & Staff Development						
543357	Clerk Intermediate (Fin)	53100 - Policy & Staff Development						
543377	Intermediate Receptionist - Leamington	5310 - OW - Leamington Office						
543551	Intake Receptionist - Bilingual	53200 - Customer Service						
543264	Resource Centre Greeter	53301 - Employment and Training Ser						
543553	Resource Centre Greeter - Bilingual	53301 - Employment and Training Serv.						
543183	Senior Clerk	55100 - Huron Lodge - Program Services						
543029	Licence Issuer	65200 - Licensing						
543383	By Law Enforcement Clerk	65300 - Bylaw Enforcement						
543073	Financial Records & Administrative Clerk	66200 - Records, Elections & FOI						
543413	Senior Issuer, Vital Statistics	66200 - Records, Elections & FOI						

Salary Schedule "B"
January , 2017 to December 31, 2017

		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543183	Senior Clerk	57100 - Huron Lodge - Program Services	35.30	Annual	42,569.80	45,063.20	47,511.20	50,141.00
				Biweekly	1,637.30	1,733.20	1,831.20	1,928.50
				Hourly	23.39	24.76	26.16	27.55
543048	Technical Support Clerk	26000 - Information Technology	37.50	Annual	45,610.50	48,282.00	51,012.00	53,772.00
543021	Administrative Clerk	67200 - 211/311 Call Centre		Biweekly	1,754.25	1,857.00	1,962.00	2,068.25
				Hourly	23.39	24.76	26.16	27.55
543115	Parking Violations Review Clerk	43304 - Compliance & Enforcement-Parkg	40.00	Annual	48,651.20	51,500.80	54,412.80	57,304.00
543139	Maintenance Clerk	47101 - Lou Romano WRP - 543/NU		Biweekly	1,871.20	1,980.80	2,092.80	2,204.00
543374	Nutritional Administrative Assistant	57300 - Huron Lodge - Dietary		Hourly	23.39	24.76	26.16	27.55
543185	Nursing Records Assistant	57400 - Huron Lodge - Nursing						
CLASSIFICATION 0.10								
543217	Subsidy Claims Clerk	22500 - Intergovernmental Subsidies	33.75	Annual	42,611.40	45,138.60	47,683.35	50,087.70
543057	Accounting Clerk	23100 - Financial Accounting		Biweekly	1,638.90	1,736.10	1,833.98	1,926.45
543056	Tax Accounting Clerk	24200 - Prop Taxation & Taxpayer Supp		Hourly	24.28	25.72	27.17	28.54
543352	Clerk Expediter	33000 - Purchasing & Risk Management						
543009	Secretary to Manager, Inspections	39420 - Inspections						
543110	Print Room Operator	42200 - Geomatics						
543143	Fleet Analyst	43501 - Operations - Fleet 543/NU						
543128	Clerk-Intermediate	43701 - Envi - Solid Waste 543/NU						
543168	Senior Accounting Clerk	51200 - Admin - Parks, Rec. & Culture						
543110	Retrospective Budget Clerk	53100 - Policy & Staff Development						
543110	Clerk Steno Intermediate (Cent 1)	53200 - Customer Service						
543391	Intake Services Representative	53200 - Customer Service						
543518	Intake Services Representative - Bilingual	53200 - Customer Service						
543244	Intermediate Clerk	54000 - Housing & Children's Services						
543569	Special Projects Coordinator (reclassification effective 01-01-2023)	54200 - Children's Serv - Systems						
543032	Legal Documents Clerk	65100 - Policy & Gaming						
543026	Council Agenda Coordinator	66100 - Council Services						
543028	Council Resolutions Coordinator	66100 - Council Services						
543024	Order of Business Coordinator	66100 - Council Services						
543412	Records Analyst	66200 - Records, Elections & FOI						
543568	Resource Operations Analyst	48000 - Facilities	35.00	Annual	44,189.60	46,810.40	49,449.40	51,942.80
543442	Museum Collections Assistant	58300 - Cultural Affairs		Biweekly	1,699.60	1,800.40	1,901.90	1,997.80
				Hourly	24.28	25.72	27.17	28.54
543404	Enterprise Support Analyst	26400 - IT - Enterprise Systems Support	37.50	Annual	47,316.00	50,154.00	52,981.50	55,653.00
543561	Infrastr Location Technician	43601 - Operations - Field Services		Biweekly	1,821.00	1,929.00	2,037.75	2,146.50

Salary Schedule "B"
January 1, 2017 to December 31, 2017

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DEPARTMENT			HRS/WK PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
			Hourly	24.28	25.77	27.17	28.54
543111	Senior Clerk	43300 - Operations - Traffic Operations	40.00 Annual	50,502.40	53,497.60	56,513.60	59,363.20
543191	Cook	57300 - Huron Lodge - Dietary	Biweekly	2,942.40	2,057.60	2,173.60	2,283.20
543382	Medical Transcriptionist/Admin Assistant	57400 - Huron Lodge - Nursing	Hourly	24.28	25.72	27.17	28.54
CLASSIFICATION 0.11							
543052	Financial Planning Clerk	22200 - Performance Measurement	33.75 Annual	44,243.55	46,876.05	49,403.25	52,070.85
543071	Financial Reconciliation Clerk	23100 - Financial Accounting	Biweekly	2,701.68	2,802.92	2,900.3	2,002.73
543211	Financial Reconciliation Clerk - Social Services	23100 - Financial Accounting	Hourly	25.21	26.71	28.15	29.67
543571	Accounts Payable Vendor Control Specialist	23200 - Accounting Services					
543073	Accounts Receivable Clerk	23200 - Accounting Services					
543062	Payroll Clerk	23300 - Payroll					
543065	Tax Accounting Administrator	24200 - Prop Taxation & Taxpayer Supp					
543054	Administrative Asst/Secretary	26000 - Information Technology					
543419	Risk Management Clerk	32500 - Risk Management					
543106	Planning Technician	39200 - Planning - Urban Design					
543418	Development Planning Technician	39300 - Planning - Development CBO					
543035	Street and Alley Legal Clerk	39300 - Planning - Development CBO					
543149	Right of Way Permit Clerk	41000 - Office City Engineer - Admin					
543152	CAD Technician I	42000 - Geomatics					
543438	Transportation Technologist I	43305 - Transportation Planning					
543145	Administrative Assistant to Senior Manager of Pollution	47101 - Lou Romano WRP - 543/NU					
543225	Clerk Steno Int.(Special Services)	54100 - Residential Support Services					
543036	Development Applications Clerk	65100 - Policy & Gaming					
543033	Senior License Issuer	65200 - Licensing					
543266	Marketing Assistant	67100 - Communications					
543173	Draftsperson IV	45200 - Parks Development	37.50 Annual	49,159.50	52,084.50	54,892.50	57,857.50
			Biweekly	2,189.75	2,303.25	2,411.75	2,525.25
			Hourly	25.21	26.71	28.15	29.67
543114	Senior Secretary-Parking Permit Coordinator	43300 - Operations - Traffic Operations	40.00 Annual	52,436.80	55,556.80	58,552.00	61,713.60
543354	Operations Data Technician	43301 - Operations - Signals	Biweekly	2,016.80	2,136.80	2,252.00	2,373.60
543118	Maintenance Staff	43302 - Operations - Signs & Markings	Hourly	25.2	26.71	28.15	29.67
543110	Signwriter	43302 - Operations - Signs & Markings					
543098	Maintenance Engineer	48000 - Facilities					
543197	General Staff	48000 - Facilities					
543195	*Personal Support Worker	57400 - Huron Lodge - Nursing	40.415 Annual	52,980.83	56,133.20	59,159.48	62,353.88
543195	Personal Support Worker	57400 - Huron Lodge - Nursing	Biweekly	2,037.72	2,158.97	2,275.36	2,398.23
			Hourly	25.21	26.71	28.15	29.67

Salary Schedule "B"
January 1, 2017 to December 31, 2017

		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
CLASSIFICATION 0.12								
543070	Payroll Coordinator	23300 - Payroll	33.75	Annual	45,858.15	48,525.75	51,246.00	53,896.05
543076	Tax Accounting & Collection Control Clerk	24100 - Treasury & Cash Management		Biweekly	763.78	1,866.38	1,971.00	2,072.93
543101	Administrative Assistant	39000 - City Planner		Hourly	26.13	27.65	29.20	30.71
543012	Administrative Assistant	39400 - Building						
543142	Clerk Senior	41600 - Office City Engineer - Admin						
543144	Secretary to Executive - Director of Operations	43000 - Operations						
543408	Administrative Assistant	44000 - Development, Projects & ROW						
543566	Biodiversity Coordinator	45300 - C&Bway						
543171	Administrative Assistant	51200 - Admin - Parks, Rec. & Culture						
543174	Seasonal & Sports Facilitator	51200 - Admin - Parks, Rec. & Culture						
543540	Administrative Assistant	53000 - Employment & Social Services						
543372	Administrative Assistant	54000 - Housing & Children's Services						
543516	Child Care Data Analysis Coord	54201 - Children's Services System						
543515	Data Analysis Coordinator - Ontario Early Years	54203 - Program & Policy						
543388	Early Literacy Specialist	54203 - Program & Policy						
543266	Marketing Assistant	67100 - Communications						
543561	Infrastr Location Technician	43601 - Operations - Field Services	37.50	Annual	51,953.50	53,917.50	56,140.00	59,884.50
543230	Ontario Early Years - Early Childhood Educator	54301 - Child Serv - Ear Learn & Child		Biweekly	959.75	2,073.75	2,190.00	2,303.25
543411	311/211 Operator	67200 - 211/311 Call Centre		Hourly	26.13	27.65	29.20	30.71
543173	Traffic Technician	43300 - Transportation Planning	41.00	Annual	54,350.40	57,512.00	60,736.00	63,876.80
543074	Maintenance Engineer	48000 - Facilities		Biweekly	2,090.40	2,212.00	2,336.00	2,456.80
543169	Parks Operations Assistant	51200 - Admin - Parks, Rec. & Culture		Hourly	26.13	27.65	29.20	30.71
543189	Therapeutic Recreation Aide	57500 - Huron Lodge- Resident Services						
543400	Resident Services Assistant	57500 - Huron Lodge- Resident Services						
543175	Recreation Assistant - Oakwood	58400 - Oakwood Comm. Centre						
CLASSIFICATION 0.13								
543069	Financial Analysis Accounting Clerk	23100 - Financial Accounting	33.75	Annual	47,578.05	50,333.40	53,176.50	55,931.85
543075	Tax Registration Clerk	24100 - Treasury & Cash Management		Biweekly	1,829.93	1,935.90	2,045.25	2,151.23
543074	Buyer	33000 - Purchasing & Risk Management		Hourly	27.11	28.68	30.30	31.87
543038	Secretary/Treasurer Committee of Adjustment	39300 - Planning - Development CBO						
543014	Zone Coordinator	39300 - Planning - Development CBO						
543015	Customer Service Representative	39400 - Building						
543155	CAD Technician	42200 - Geomatics						
543350	GIS CAD Technician	42200 - Geomatics						
543566	Biodiversity Coordinator	45300 - C&Bway						
543430	Policy & Procedure Coordinator	53100 - Policy & Staff Development						

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543569	Special Projects Coordinator	54200 - Childrens Serv - Systems						
543188	Resident Financial Coordinator	57100 - Huron Lodge - Program Services						
543184	Committee Coordinator	66100 - Council Services						
543188	Resident Financial Coordinator	57100 - Huron Lodge - Program Services	35.00	Annual	49,340.20	52,197.60	55,146.00	58,003.40
543524	Museum Coordinator	58300 - Cultural Affairs		Biweekly	1,897.70	2,007.60	2,121.00	2,230.90
543525	Registrar	58300 - Cultural Affairs		Hourly	27.11	28.68	30.30	31.87
543431	211 Support Analyst	67200 - 211 Call Centre	37.50	Annual	52,864.50	55,926.00	59,085.00	62,146.50
543428	311 Support Analyst	67200 - 211 Call Centre		Biweekly	2,033.25	2,151.00	2,272.50	2,390.25
				Hourly	27.11	28.68	30.30	31.87
543122	Signal System Analyst	43301 - Operations - Signals	40.00	Annual	56,388.80	59,654.40	63,024.00	66,289.60
543194	Maintenance Engineer	48000 - Facilities		Biweekly	2,168.80	2,294.40	2,424.00	2,549.60
543193	Adjuvant	57500 - Huron Lodge- Resident Services		Hourly	27.11	28.68	30.30	31.87
543192	Entertainment & Activities Co-ord.	57500 - Huron Lodge- Resident Services						
543176	Recreation Assistant	58600 - Aquatics & Family Aquatic Cntr						
543198	Registered Practical Nurse	57400 - Huron Lodge - Nursing	41.250	Annual	58,150.95	61,518.60	64,993.50	68,361.15
				Biweekly	2,436.58	2,566.10	2,699.75	2,829.28
				Hourly	27.11	28.68	30.30	31.87
CLASSIFICATION 0.14								
543065	Tax Accounting Administrator	24200 - Prop. Taxation & Taxpayer Supp	31.75	Annual	49,351.60	52,246.35	55,159.65	58,071.36
543415	Property Assessor	24300 - Property Assessment		Biweekly	1,898.10	2,009.48	2,121.13	2,231.55
543399	Insurance & Risk Analyst	32500 - Risk Management		Hourly	28.12	29.7	31.43	33.06
543016	Plan Examiner	39400 - Building						
543157	CAD Technician I - Special Projects	42200 - Geomatics						
543517	Property Analyst	42200 - Geomatics						
543381	Crossing Guard Coordinator	43305 - Transportation Planning						
543437	Transportation Planner I	43305 - Transportation Planning						
543409	Local Business Expert	53100 - Policy & Staff Development						
543384	Maintenance/Technical Support Person	54000 - Housing & Children's Services						
543526	Special Projects Coordinator	54100 - Residential Support Services						
543429	Children's Services System Analyst	54201 - Children's Services System						
543519	Program Analyst	54203 - Program & Policy						
543441	Environ & Sustainability Coord	43830 - Environmental Quality	35.00	Annual	51,178.40	54,181.40	57,202.60	60,169.20
				Biweekly	1,968.40	2,083.90	2,201.10	2,314.20
				Hourly	28.42	29.77	31.43	33.06

Salary Schedule "B"
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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543565	GIS Data Analyst	42200 - Geomatics	37.50	Annual	54,834.00	58,011.50	61,288.50	64,467.00
543427	311 Mapping Support Analyst	67200 - 211, 311 Call Centre		Biweekly	2,109.00	2,232.75	2,357.25	2,479.50
				Hourly	28.12	29.77	31.43	33.06
543122	Signal System Analyst	43301 - Operations - Signals	40.00	Annual	58,489.60	61,921.60	65,374.40	68,764.80
				Biweekly	2,249.60	2,381.60	2,511.40	2,644.80
				Hourly	28.12	29.77	31.43	33.06
CLASSIFICATION 0.15								
543231	Caseworker - Discretionary Benefits	53200 - Customer Service	33.75	Annual	51,193.35	54,194.40	57,213.00	60,196.50
543423	Caseworker - Float	53200 - Customer Service		Biweekly	1,968.98	2,084.40	2,200.50	2,315.25
543234	Caseworker - Ontario Works	53200 - Customer Service		Hourly	29.17	30.88	32.60	34.30
543550	Caseworker - Ontario Works - Bilingual	53300 - Employment & Training Init.						
543237	Caseworker - Housing Support	54100 - Residential Support Services						
543555	Caseworker - Housing Support - Bilingual	54100 - Residential Support Services						
543260	Caseworker - Children's Services	54202 - Family Strengthening						
543545	Caseworker - Children's Services - Bilingual	54202 - Family Strengthening						
543263	Municipal Gaming Analyst	65100 - Policy & Gaming						
543353	Multimedia Solutions Analyst	26100 - IT - Project Mgmt & Application	37.50	Annual	56,881.50	60,216.00	63,570.00	66,885.00
543407	Enterprise Support Analyst	26400 - IT - Enterprise Systems Support		Biweekly	2,187.75	2,316.00	2,445.00	2,572.50
				Hourly	29.17	30.88	32.60	34.30
543166	Administrative Inspector	43600 - Operations - Field Services	40.00	Annual	60,673.60	64,236.40	67,808.00	71,344.00
543159	Environment Technologist	47300 - Environmental Quality		Biweekly	2,333.60	2,470.20	2,608.00	2,744.00
543097	Operating Engineer 4th Class	48000 - Facilities		Hourly	29.77	30.88	32.60	34.30
543190	Social Worker	57500 - Huron Lodge - Resident Services						
CLASSIFICATION 0.16								
543407	Corporate Collections Analyst	24100 - Treasury & Cash Management	33.75	Annual	53,071.20	56,217.65	59,371.65	62,442.90
543433	Staff Trainer	53100 - Policy & Staff Development		Biweekly	2,041.20	2,162.03	2,283.53	2,401.65
543546	Caseworker - Employment Services - Bilingual	53300 - Employment & Training Init.		Hourly	30.24	32.03	33.83	35.58
543242	Social Worker BSW	53300 - Employment & Training Init.						
543233	Caseworker - Employment Services	53301 - Career Development Services						
543238	Job Developer	53301 - Career Development Services						
543426	Program Development Officer	54101 - Social Housing						
543380	Bylaw Enforcement Officer	65300 - Bylaw Enforcement						
543078	*Analyst Programmer	26100 - IT - Project Mgmt & Application	37.50	Annual	58,968.00	62,438.50	65,968.50	69,381.00
543078	Analyst Programmer	26100 - IT - Project Mgmt & Application		Biweekly	2,278.00	2,401.25	2,537.25	2,668.50

Salary Schedule "B"
 January 1, 2017 to December 31, 2017

		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
543079	P.C. Support Analyst	26300 - IT - End User Support		Hourly	30.24	32.03	33.83	35.58
543562	Plumbing/HVAC Inspector	39410 - Inspections - West						
543077	Senior Buyer	33000 - Purchasing & Risk Management	40.00	Annual	62,899.20	66,622.40	70,366.40	74,096.40
543200	Parking Technician	43303 - Operations- On/Off Street Park		Biweekly	2,419.75	2,562.40	2,706.40	2,846.40
543379	Process Control Programmer	4740 - Proc Eng & Maint - 543/NIT		Hourly	30.24	32.03	33.83	35.58
543561	Operating Engineer - (MURF)	48000 - Facilities						
<u>CLASSIFICATION 0.17</u>								
543240	Legibility Review Officer	53100 - Policy & Staff Development	33.75	Annual	55,054.35	58,301.10	61,512.75	64,812.15
543236	Family Support Worker	53100 - Policy & Staff Development		Biweekly	2,117.48	2,242.35	2,365.88	2,492.78
				Hourly	31.37	33.22	35.05	36.93
543081	Business Analyst	26100 - IT - Project Mgmt & Application	37.50	Annual	61,171.50	64,779.00	68,341.50	72,013.50
543570	Building By-Law Officer	39400 - Building		Biweekly	2,352.75	2,491.50	2,628.75	2,769.75
543161	Construction Inspector	43601 - Operations - Field Services		Hourly	31.37	33.22	35.05	36.93
543534	Roof Technologist	48000 - Facilities	40.00	Annual	65,249.60	69,097.60	72,904.00	76,814.40
				Biweekly	2,509.60	2,657.60	2,804.00	2,954.40
				Hourly	31.37	33.22	35.05	36.93
<u>CLASSIFICATION 0.18</u>								
543017	Inspector	39420 - Inspections - East	37.50	Annual	63,472.50	67,158.00	70,882.50	74,646.00
543557	Construction Technologist	43601 - Operations - Field Services		Biweekly	2,441.25	2,583.00	2,726.25	2,871.00
				Hourly	32.55	34.44	36.35	38.28
543132	Signal Maintenance - Electrician II	43301 - Operations - Signals	40.00	Annual	67,704.00	71,615.20	75,608.00	79,622.40
543120	Signal Maintenance Staff	43301 - Operations - Signals		Biweekly	2,604.00	2,755.20	2,908.00	3,062.40
				Hourly	32.55	34.44	36.35	38.28

* Denotes Regular Part-Time - Hourly Wage Only

Salary Schedule "B"
January 1, 2018 to December 31, 2018

DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
<u>CLASSIFICATION 0.01</u>						
	33.75	Annual	31,028.40	36,468.90		
		Biweekly	1,193.40	1,402.65		
		Hourly	17.68	20.78		
<u>CLASSIFICATION 0.02</u>						
	33.75	Annual	32,186.70	37,855.35		
		Biweekly	1,237.95	1,455.98		
		Hourly	18.34	21.57		
<u>CLASSIFICATION 0.03</u>						
	33.75	Annual	33,345.00	39,241.80		
		Biweekly	1,282.50	1,509.30		
		Hourly	19.00	22.36		
<u>CLASSIFICATION 0.04</u>						
	33.75	Annual	34,661.25	40,733.55		
		Biweekly	1,333.13	1,566.68		
		Hourly	19.75	23.21		
	35.00	Annual	35,945.00	42,742.20		
		Biweekly	1,382.50	1,624.70		
		Hourly	19.75	23.21		
	40.00	Annual	41,080.00	48,276.80		
		Biweekly	1,580.00	1,856.80		
		Hourly	20.75	23.71		
<u>CLASSIFICATION 0.05</u>						
543002 Permit Services Clerk	39400 - Building	33.75	Annual	35,977.50	42,313.05	
543212 Clerk Junior (File)	53200 - Customer Service		Biweekly	1,383.75	1,627.43	
543008 Customer Service Rep	66200 - Records, Elections & FOI		Hourly	20.50	24.11	
543356 Junior Clerk-Typist	92100 - Facilities - HL					
543559 Museum Assistant	93300 - Cultural Affairs					

Salary Schedule "B"
January 1, 2018 to December 31, 2018

		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
543178	Kitchen Staff II	57300 - Huron Lodge - Dietary	40.00	Annual Biweekly Hourly	42,640.00 1,640.00 20.50	50,488.80 1,928.80 24.11		
<u>CLASSIFICATION 0.06</u>								
543436	Customer Service Clerk	39410 - Inspections - West	33.75	Annual	37,241.10	40,558.05	43,839.90	
543006	Receptionist/Complaints Clerk	39410 - Inspections - West		Biweekly	1,432.35	1,559.93	1,686.15	
543004	Document Clerk	39420 - Inspections - East		Hourly	21.22	23.11	24.98	
543138	*Clerk Intermediate	47101 - Lou Romano WRP - 543/NU						
543279	Clerk Jnr-Bckp Rec(Bi-Lingual) (new position 14-5-2018)	*3101 - OW - Leamington Office						
543564	Contract Clerk	54700 - Childrens Serv - Systems						
543020	Clerk-Junior Mail Statistics	66200 - Records, Elections & FOI						
543162	Accounting Clerk	90100 - Parks, Rec & Cult & Facilities						
543167	Forestry Clerk	90100 - Parks, Rec & Cult & Facilities						
543164	Receptionist	90100 - Parks, Rec & Cult & Facilities						
543163	Recreation Clerk	90100 - Parks, Rec & Cult & Facilities						
543518	Junior Clerk-Typist	57100 - Huron Lodge - Program Services	35.00	Annual	38,620.40	42,061.20	45,463.60	
543424	Junior Clerk-Typist	57300 - Huron Lodge - Dietary		Biweekly Hourly	1,485.40 21.11	1,617.70 23.11	1,748.60 24.98	
543083	Mail and Delivery Room Person	66700 - Records, Elections & FOI	40.00	Annual	44,137.60	48,068.80	51,958.40	
543085	Caretaker	92000 - Facilities		Biweekly Hourly	1,697.60 21.22	1,848.80 23.11	1,998.40 24.98	
<u>CLASSIFICATION 0.07</u>								
543053	Customer Service Clerk	24200 - Prov. Taxation & Taxpayer Supp	33.75	Annual	38,662.65	42,084.90	45,507.15	
543011	Communications Clerk	39410 - Inspections - West		Biweekly	1,487.03	1,618.65	1,750.78	
543355	Intake Clerk (Bilingual)	54200 - Children's Services System		Hourly	22.03	23.98	25.93	
543539	Program & Policy Clerk	54203 - CS Program and Policy						
543578	Bilingual Early Learning Initiatives Clerk	54400 - Ontario Early Years						
543414	Administrative Support Clerk	66200 - Records, Elections & FOI						
543558	*Facility Person	92000 - Facilities						
543265	*Recreation Centre Clerk (Adie Knox Pool)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Aquatics & Family Aquatics)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Forest Glade Comm. Centre)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Gino A. Marcus Comm. Centre)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Mackenzie Hall)	93201 - WFCU Centre						
543255	*Recreation Centre Clerk (Oakwood Comm. Centre)	93201 - WFCU Centre						

Salary Schedule "B"
January 1, 2018 to December 31, 2018

		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543265	*Recreation Centre Clerk (Optimist & AMC Comm	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (WFCU Centre)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Windsor Water World)	93201 - WFCU Centre						
543369	Administrative Clerk	57100 - Huron Lodge - Program Services	35.00	Annual	40,094.60	43,643.60	47,192.60	
				Biweekly	1,542.10	1,678.60	1,815.10	
				Hourly	22.03	23.98	25.93	
543199	Parking Maintenance Staff	43303 - Operations - On/Off Street Park	40.00	Annual	45,822.40	49,878.40	53,934.40	
543575	Secretary, Contracts, Fleet & Maintenance	43603 - Operations - Contracts		Biweekly	1,762.40	1,918.40	2,074.40	
				Hourly	22.03	23.98	25.93	
CLASSIFICATION 0.08								
543050	Administrative Clerk	23200 - Accounting Services	33.75	Annual	40,094.20	42,435.90	44,840.25	47,121.75
543249	Data Entry Operator	23300 - Payroll		Biweekly	1,541.70	1,632.15	1,724.63	1,812.38
543247	Clerk Steno	39200 - Planning - Urban Design		Hourly	22.84	24.18	25.55	26.85
543102	Clerk Steno Senior	39300 - Planning - Development CBO						
543031	Comm. of Adjustment Clerk	39300 - Planning - Development CBO						
543001	Cashier	39420 - Inspections - East						
543246	Secretary - Field Services	43601 - Operations - Field Services						
543277	Records Clerk	44000 - Development, Projects & ROW						
543147	Secretary Senior	44000 - Development, Projects & ROW						
543243	Intermediate Clerk	51000 - Comm Dev. & Health - Admin						
543259	Clerk Junior	53100 - Policy & Staff Development						
543774	Team Clerk (FSW)	53100 - Policy & Staff Development						
543216	Clerk Junior (Team)	53100 - ROW - Leamington Office						
543210	Clerk Junior (Switchboard)	53200 - Customer Service						
543554	Clerk Junior (Team) - Bilingual	53200 - Customer Service						
543218	Data Analyst	53200 - Customer Service						
543206	Records & Supply Clerk	53200 - Customer Service						
543208	Intermediate Clerk Steno	54201 - Children's Services System						
543422	Licensing Clerk	65200 - Licensing						
543051	Customer Service Reception	66200 - Records, Elections & FOI						
543027	Records Clerk	66200 - Records, Elections & FOI						
543170	Accounts Receivable Clerk	90100 - Parks, Rec & Cult & Facilities						
543166	File Clerk	90100 - Parks, Rec & Cult & Facilities						
543270	*Recreation Centre Clerk - Wilstead Manor	93302 - Wilstead Manor						
543556	Construction Technician	43601 - Operations - Field Services	37.50	Annual	44,538.00	47,151.00	49,822.50	52,357.50
				Biweekly	1,713.60	1,813.00	1,916.25	2,013.75
				Hourly	22.84	24.18	25.55	26.85

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<u>DEPARTMENT</u>			<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
543113	Parking Violations Cashier	43304 - Compliance & Enforcement-Parkg	40.00	Annual	47,507.20	50,294.40	53,144.00	55,818.00
543186	Storekeeper	92100 - Facilities - HL		Biweekly	1,827.20	1,934.40	2,044.00	2,148.00
				Hourly	22.84	24.13	25.55	26.85
CLASSIFICATION 0.09								
543397	Intermediate Clerk-Huron Lodge	22300 - Operating Budget Control	33.75	Annual	41,558.40	43,997.85	46,489.95	48,946.95
543066	Accounts Payable Control Clerk	23200 - Accounting Services		Biweekly	1,598.40	1,692.23	1,788.18	1,882.58
543046	General Accounts Payable Clerk	23200 - Accounting Services		Hourly	23.68	25.07	26.49	27.89
543068	Tax & Accts Receivable Collecto.	24100 - Treasury & Cash Management						
543059	Property Tax Clerk	24200 - Prop Taxation & Taxpayer Supp						
543047	Mortgage and Ownership Clerk	24300 - Property Assessment						
543010	Secretary to Mgr of Deve'opment Applications	39300 - Planning - Development CBO						
543077	Financial Records Clerk	39400 - Building						
543133	Data Research Clerk	42200 - Geomatics						
543278	Development Clerk	44000 - Development, Projects & ROW						
543146	Intermediate Accounting Clerk	44000 - Development, Projects & ROW						
543136	Payroll Accounting Clerk	44000 - Development, Projects & ROW						
543140	Senior Invoice Clerk	44000 - Development, Projects & ROW						
543209	Clerk Junior (Fin)	51000 - Comm Dev. & Health - Admin						
543357	Clerk Intermediate (Fin)	53100 - Policy & Staff Development						
543574	Clerk - Leamington	53111 - OW - Leamington Office						
543377	Intermediate Receptionist - Leamington	53111 - OW - Leamington Office						
543211	Intake Receptionist	53700 - Customer Service						
543551	Intake Receptionist - Bilingual	53200 - Customer Service						
543264	Resource Centre Greeter	53301 - Employment and Training Serv						
543553	Resource Centre Greeter - Bilingual	53301 - Employment and Training Serv						
543029	Licence Issuer	65200 - Licensing						
543383	By-Law Enforcement Clerk	65300 - Bylaw Enforcement						
543023	Financial Records & Administrative Clerk	66000 - Records, Elections & FOI						
543413	Senior Issuer, Vital Statistics	66200 - Records, Elections & FOI						
543420	Parks & Recreation Data Clerk	90100 - Parks, Rec & Cult & Facilities						
543165	Parks Clerk	90100 - Parks, Rec & Cult & Facilities						
543172	Payroll & Accounts Payable Clerk	90100 - Parks, Rec & Cult & Facilities						
543183	Senior Clerk	57100 - Huron Lodge - Program Services	35.00	Annual	43,097.60	45,627.40	48,211.80	50,759.80
				Biweekly	1,657.60	1,754.90	1,854.30	1,952.30
				Hourly	23.68	25.07	26.49	27.89
543048	Technical Support Clerk	76000 - Information Technology	37.50	Annual	46,176.00	48,886.50	51,655.50	54,385.50
543021	Administrative Clerk	67200 - 211/311 Call Centre		Biweekly	1,776.00	1,880.25	1,986.75	2,091.75
				Hourly	23.68	25.07	26.49	27.89

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		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
543115	Parking Violations Review Clerk	43304 - Compliance & Enforcement-Parkg	40.00	Annual	49,254.40	52,145.60	55,099.20	58,011.20
543135	Maintenance Clerk	47101 - Lou Romano WRP - 543/NU		Biweekly	1,894.40	2,005.60	2,116.20	2,231.20
543374	Nutritional Administrative Assistant	57300 - Huron Lodge - Dietary		Hourly	23.68	25.07	26.49	27.89
543185	Nursing Records Assistant	57400 - Huron Lodge - Nursing						
<u>CLASSIFICATION 0.10</u>								
543217	Subsidy Claims Clerk	22500 - Intergovernmental Subsidies	33.75	Annual	43,137.96	45,700.20	48,280.05	50,719.56
543057	Accounting Clerk	23100 - Financial Accounting		Biweekly	1,659.15	1,757.70	1,856.93	1,950.75
543352	Clerk Expediter	33000 - Purchasing		Hourly	24.58	26.04	27.5	28.96
543009	Secretary to Manager, Inspections	39410 - Inspections - Wast						
543170	Print Room Operator	42200 - Geomatics						
543143	Fleet Analyst	43501 - Operations - Fleet 543/NU						
543128	Clerk-Intermediate	43701 - Envt - Solid Waste 543/NU						
543244	Intermediate Clerk	51000 - Comm Dev. & Health - Admin						
543222	Clerk Steno Intermediate(Central)	53100 - Policy & Staff Development						
543220	Retroactive Budget Clerk	53100 - Policy & Staff Development						
543391	Intake Services Representative	53200 - Customer Service						
543548	Intake Services Representative - Bilingual	53200 - Customer Service						
543569	Special Projects Coordinator	54000 - Childrens Serv - Systems						
543032	Legal Documents Clerk	55100 - Policy & Gaming						
543026	Council Agenda Coordinator	66100 - Council Services						
543018	Council Resolutions Coordinator	66100 - Council Services						
543024	Order of Business Coordinator	66100 - Council Services						
543412	Records Analyst	66200 - Records, Elections & FOI						
543168	Senior Accounting Clerk	90100 - Parks, Rec & Cult & Facilities						
543568	Resource Operations Analyst	92000 - Facilities	35.00	Annual	44,735.60	47,392.80	50,068.20	52,598.00
543442	Museum Collections Assistant	93300 - Cultural Affairs		Biweekly	1,720.60	1,822.80	1,925.20	2,023.00
				Hourly	24.58	26.04	27.51	28.90
543404	Enterprise Support Analyst II	26400 - IT - Enterprise Systems Support	37.50	Annual	47,931.00	50,778.00	53,614.50	56,355.00
				Biweekly	1,843.50	1,953.00	2,063.25	2,167.50
				Hourly	24.58	26.04	27.51	28.90
543111	Senior Clerk	43300 - Operations-Traffic Operations	40.00	Annual	51,126.40	54,163.20	57,220.80	60,112.00
543191	Cook	57300 - Huron Lodge - Dietary		Biweekly	1,966.30	2,083.20	2,200.80	2,312.00
543382	Medical Transcriptionist/Adm Assistant	57400 - Huron Lodge - Nursing		Hourly	24.58	26.04	27.51	28.90
<u>CLASSIFICATION 0.11</u>								
543052	Financial Planning Clerk	22200 - Performance Measurement	33.75	Annual	44,805.15	47,455.20	50,017.50	52,726.20

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	DEPARTMENT		HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543071	Financial Reconciliation Clerk	23100 - Financial Accounting		Biweekly	1,723.28	1,825.20	1,923.75	2,027.70
543211	Financial Reconciliation Clerk - Social Services	23100 - Financial Accounting		Hourly	25.53	27.04	28.50	30.04
543571	Accounts Payable Vendor Control Specialist	23200 - Accounting Services						
543073	Accounts Receivable Clerk	23200 - Accounting Services						
543062	Payroll Clerk	23300 - Payroll						
543054	Administrative Asst./Secretary	26000 - Information Technology						
543419	Risk Management Clerk	31500 - Risk Management						
543106	Planning Technician	39000 - Planning - Urban Design						
543418	Development Planning Technician	39000 - Planning - Development CBO						
543035	Street and Alley Legal Clerk	39000 - Planning - Development CBO						
543152	CAD Technician I	42000 - Geomatics						
543438	Transportation Technologist I	43305 - Transportation Planning						
543149	Right of Way Permit Clerk (reclass to 0.13 eff 09-12-17)	44000 - Development, Projects & ROW						
543145	Administrative Assistant to Senior Manager of Pollution	47101 - Low-Rose WRP - 543/NL						
543225	Clerk Senior Int.(Special Services)	54100 - Residential Support Services						
543036	Development Applications Clerk	65100 - Policy & Gaming						
543033	Senior Licence Issuer	65200 - Licensing						
543173	Draftsperson IV	91200 - Parks Development	37.50	Annual	49,783.50	52,728.00	55,575.00	58,578.00
				Biweekly	1,914.75	2,028.00	2,137.50	2,253.00
				Hourly	25.53	27.04	28.50	30.04
543114	Senior Secretary-Parking Permit Coordinator	43300 - Operations - Traffic Operations	40.00	Annual	53,102.40	56,243.20	59,280.00	62,483.20
543354	Operations Data Technician	43301 - Operations - Signals		Biweekly	2,042.40	2,163.20	2,280.00	2,403.20
543118	Maintenance Staff	43302 - Operations - Signs & Markings		Hourly	25.53	27.04	28.50	30.04
543120	Signwriter	43302 - Operations - Signs & Markings						
543098	Maintenance Eng. (Carpenter)	92000 - Facilities						
543195	*Personal Support Worker	57400 - Huron Lodge - Nursing	40.415	Annual	53,653.34	56,826.72	59,895.03	63,131.46
543195	Personal Support Worker	57400 - Huron Lodge - Nursing		Biweekly	2,186.59	2,185.64	2,303.66	2,428.13
				Hourly	25.53	27.04	28.50	30.04
CLASSIFICATION 0.12								
543572	Payroll Control & Reporting Spec	23300 - Payroll	33.75	Annual	46,437.50	49,140.00	51,895.35	54,562.95
543076	Tax Accounting & Collection Control Clerk	24100 - Treasury & Cash Management		Biweekly	1,786.05	1,890.00	1,995.98	2,098.58
543101	Administrative Assistant	39000 - City Planner		Hourly	26.46	28.00	29.57	31.09
543022	Administrative Assistant	39400 - Building						
543144	Secretary to Executive Director of Operations	43000 - Operations						
543408	Administrative Assistant	44000 - Development, Projects & ROW						
543141	Clerk Senior	44000 - Development, Projects & ROW						
543540	Administrative Assistant	53000 - Employment & Social Services						
543377	Administrative Assistant	54000 - Housing & Children's Services						
543516	Child Care Data Analysis Coord	54201 - Children's Services System						

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	DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543515	EarlyON CFC - Data Analysis Coordinator						
543388	Early Literacy Specialist						
543266	Marketing Assistant						
543171	Administrative Assistant						
543174	Seasonal & Sports Facilitator						
543561	Infrast Location Technician	43601 - Operations - Field Services	37.50 Annual	51,597.00	54,600.00	57,661.50	60,625.50
543230	EarlyON CFC Early Childhood	54400 - Ontario Early Years	Biweekly	1,984.50	2,100.00	2,217.75	2,331.75
543411	311/211 Operator	67000 - Communications & Cust. Service	Hourly	26.46	28.00	29.57	31.09
543123	Traffic Technician	3305 - Transportation Planning	40.00 Annual	55,036.80	58,240.00	61,505.60	64,567.20
543400	Resident Services Assistant	57500 - Huron Lodge- Resident Services	Biweekly	2,116.80	2,240.00	2,365.60	2,487.20
543189	Therapeutic Recreation Aide	57500 - Huron Lodge- Resident Services	Hourly	26.46	28.00	29.57	31.09
543169	Parks Operations Assistant	90100 - Parks, Rec & Cult & Facilities					
543094	Maintenance Engineer	92000 - Facilities					
543175	Recreation Assistant - Oakwood	93402 - Oakwood Comm. Centre					
CLASSIFICATION 0.13							
543000	Financial Analysis Accounting Clerk	33100 - Financial Accounting	33.75 Annual	48,174.75	50,965.20	53,843.40	56,633.85
543075	Tax Registration Clerk	34100 - Treasury & Cash Management	Biweekly	1,852.88	1,961.20	2,070.90	2,178.73
543074	Buyer	33000 - Purchasing	Hourly	27.45	29.04	30.68	32.27
543038	Secretary/Treasurer Committee of Adjustment	33000 - Planning - Development CBO					
543014	Zoning Coordinator	39000 - Planning - Development CBO					
543015	Customer Service Representative	39400 - Billing					
543155	CAD Technician II	42200 - Geomatics					
543350	GIS CAD Technician	42200 - Geomatics					
543149	Right of Way Permit Clerk	44000 - Development, Projects & ROW					
543430	Policy & Procedure Coordinator	53100 - Policy & Staff Development					
543034	Committee Coordinator	66100 - Council Services					
543566	Biodiversity Coordinator	91301 - Ojibway					
543188	Resident Financial Coordinator	57100 - Huron Lodge - Program Services	35.00 Annual	49,959.00	52,352.80	55,837.60	58,731.40
543524	Museum Coordinator	93300 - Cultural Affairs	Biweekly	1,921.50	2,032.80	2,147.60	2,258.90
543525	Registrar	93300 - Cultural Affairs	Hourly	27.45	29.04	30.68	32.27
543431	211 Support Analyst	67200 - 211/311 C. Centre	37.50 Annual	53,527.50	56,628.00	59,826.00	62,926.50
543428	311 Support Analyst	67200 - 211/311 C. Centre	Biweekly	2,158.75	2,178.00	2,301.00	2,420.25
			Hourly	27.45	29.04	30.68	32.27
543193	Adjuvant	57500 - Huron Lodge Resident Services	40.00 Annual	57,096.00	60,493.20	63,874.40	67,211.60
543192	Enter. mntn & Activities Co-ord	57500 - Huron Lodge - Resident Services	Biweekly	2,196.00	2,323.20	2,454.60	2,581.60
543563	Wildlife&VisitorServices Coord	91301 - Ojibway	Hourly	27.45	29.04	30.68	32.27

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		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
543104	Maintenance Engineer	92100 - Facilities - HL						
543176	Recreation Assistant	92201 - WFCU Centre						
543198	Registered Practical Nurse	57400 - Huron Lodge - Nursing	41.250	Annual	58,880.25	62,290.80	65,808.60	69,219.15
				Biweekly	2,264.63	2,395.80	2,531.10	2,662.28
				Hourly	27.45	29.04	30.68	32.27
CLASSIFICATION 0.14								
543065	Tax Accounting Administrator	24700 - Prop Taxation & Taxpayer Supp	33.75	Annual	49,964.85	52,895.70	55,844.10	58,739.85
543415	Property Assessor	24300 - Property Assessment		Biweekly	1,921.73	2,034.45	2,147.85	2,259.23
543399	Insurance & Risk Analyst	32500 - Risk Management		Hourly	28.47	30.14	31.82	33.47
543016	Plan Examiner	39400 - Building						
543157	CAD Technician III - Special Projects	41200 - Geomatics						
543517	Property Analyst	42200 - Geomatics						
543381	Crossing Guard Coordinator	43305 - Transportation Planning						
543437	Transportation Planner I	43305 - Transportation Planning						
543479	Local Business Expert	53100 - Policy & Staff Development						
543384	Maintenance/Technical Support Person	54000 - Housing & Children's Services						
543526	Special Projects Coordinator	54100 - Residential Support Services						
543429	Children's Services System Analyst	54201 - Children's Services System						
43519	Program Analyst	54203 - CS Program and Policy						
543411	Environ & Sustainability Coord	47300 - Environmental Quality	35.00	Annual	51,815.40	54,854.80	57,912.40	60,915.40
				Biweekly	1,992.90	2,105.80	2,227.40	2,342.90
				Hourly	28.47	30.14	31.82	33.47
543565	GIS Data Analyst	42200 - Geomatics	37.50	Annual	55,516.50	58,773.00	62,049.00	65,266.50
543427	GIS Mapping Support Analyst	67200 - 211/311 Call Centre		Biweekly	2,135.25	2,260.50	2,386.50	2,510.25
				Hourly	28.47	30.14	31.82	33.47
543172	Signal System Analyst	43701 - Operations - Signals	40.00	Annual	59,217.60	62,691.20	66,185.60	69,617.60
				Biweekly	2,377.60	2,411.20	2,545.60	2,677.60
				Hourly	28.47	30.14	31.82	33.47
CLASSIFICATION 0.15								
543423	Caseworker - Float	53100 - Policy & Staff Development	33.75	Annual	51,825.15	54,878.85	57,932.55	60,951.55
543234	Caseworker - Ontario Works	53100 - Policy & Staff Development		Biweekly	1,993.28	2,110.73	2,228.18	2,344.28
543231	Caseworker - Discretionary Benefits	53200 - Customer Service		Hourly	29.53	31.27	33.01	34.73
543150	Caseworker - Ontario Works - Bilingual	53300 - Employment & Training Init.						
543237	Caseworker - Housing Support	54100 - Residential Support Services						

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4	
543555	Caseworker - Housing Support - Bilingual	54100 - Residential Support Services							
543577	Early Yrs Prgrm Dvlpmnt Officer (new post eff 08-01-2018)	54200 - Childrens Serv - Systems							
543260	Caseworker - Children's Services	54202 - Child Care Subsidy							
543545	Caseworker - Children's Services - Bilingual	54202 - Child Care Subsidy							
543263	Municipal Gaming Analyst	65100 - Policy & Gaming							
543353	Multimedia Solutions Analyst	26100 - IT - Project Mgmt & Application	37.50	Annual	57,585.50	61,976.50	64,369.50	67,723.00	
543407	Enterprise Support Analyst (reclass from 015 eff 11-01-2018)	26400 - IT - Enterprise Systems Support		Biweekly	2,214.75	2,345.25	2,475.75	2,604.75	
				Hourly	29.53	31.27	33.01	34.73	
543160	Administrative Inspector	43601 - Operations - Field Services	40.00	Annual	61,422.40	65,041.60	68,660.80	72,238.40	
543159	Environment Technologist	47300 - Environmental Quality		Biweekly	2,362.40	2,501.60	2,640.80	2,778.40	
543190	Social Worker	57500 - Huron Lodge- Resident Services		Hourly	29.53	31.27	33.01	34.73	
543095	Painter Brush	92000 - Facilities							
543097	Operating Engineer 4th Class	92000 - Facilities							
CLASSIFICATION 0.16									
92	543402	Corporate Collections Analyst	24100 - Treasury & Cash Management	33.75	Annual	53,738.10	56,914.65	60,088.75	63,215.00
	543433	Staff Trainer	53100 - Policy & Staff Development		Biweekly	2,066.85	2,189.73	2,311.88	2,433.35
	543233	Caseworker - Employment Services	53101 - OW - Learning Office		Hourly	30.62	32.43	34.25	36.02
	543546	Caseworker - Employment Services - Bilingual	53300 - Employment & Training Init.						
	543248	Job Developer	53300 - Employment & Training Init.						
	543242	Social Worker BSW	53300 - Employment & Training Init.						
	543426	Program Development Officer	54101 - Social Housing						
	543380	By-Law Enforcement Officer	65200 - Bylaw Enforcement						
	543078	*Analyst Programmer	26100 - IT - Project Mgmt & Application	37.50	Annual	59,709.00	63,238.50	66,787.50	70,239.00
	543078	Analyst Programmer	26100 - IT - Project Mgmt & Application		Biweekly	2,296.50	2,432.25	2,568.75	2,704.50
	543079	P.L. Support Analyst	26100 - IT - End User Support		Hourly	31.62	32.43	34.25	36.02
	543077	Enterprise Support Analyst (reclass from 015 eff 11-01-2018)	26400 - IT - Enterprise Systems Support						
	543562	Plumbing/HVAC Inspector	39420 - Inspections - East						
	543077	Senior Buyer	33000 - Purchasing	40.00	Annual	63,689.60	67,454.40	71,240.00	74,921.60
	543200	Parking Technician	43303 - Operations- C /Off Street Park		Biweekly	2,449.60	2,594.40	2,740.00	2,881.60
	543379	Process Control Programmer	47401 - Proc. Eng & Maint - 543/NU		Hourly	30.62	32.43	34.25	36.02
	543560	Operating Engineer - (ML/RP)	92000 - Facilities						
CLASSIFICATION 0.17									
	543240	Eligibility Review Officer	53100 - Policy & Staff Development	33.75	Annual	55,738.80	59,038.20	62,284.95	65,611.45
					Biweekly	2,143.80	2,270.70	2,395.58	2,520.83

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DEPARTMENT			HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
				Hourly	31.76	33.64	35.49	37.39
543081	Business Analyst	26100 - IT - Project Mgmt & Applicatio	37.50	Annual	61,932.00	65,598.00	69,264.50	72,931.50
543570	Building By-Law Officer	39400 - Building		Biweekly	2,382.00	2,523.00	2,661.75	2,804.25
543161	Construction Inspector	43601 - Operations - Field Services		Hourly	31.76	33.64	35.49	37.39
543534	Roof Technologist	93000 - Facilities	40.00	Annual	66,060.80	69,971.20	73,819.20	77,771.20
				Biweekly	2,540.80	2,691.20	2,839.20	2,991.20
				Hourly	31.76	33.64	35.49	37.39
CLASSIFICATION 0.18								
543017	Inspector	38200 - Inspections - West	37.50	Annual	64,272.00	67,996.50	71,760.00	75,582.00
543557	Construction Technologist	43600 - Operations - Field Services		Biweekly	2,472.00	2,615.75	2,760.00	2,907.00
				Hourly	32.96	34.87	36.80	38.76
543437	Signal Maintenance - Electrician II	43301 - Operations - Signals	40.00	Annual	68,556.80	72,529.60	76,544.00	80,620.80
				Biweekly	2,636.80	2,789.60	2,944.00	3,100.80
				Hourly	32.96	34.87	36.80	38.76

* Denotes Regular Part-Time - Hourly Wage Only

Salary Schedule "B"
January 1, 2019 to December 31, 2019

Court File No./N° du dossier du greffe : CV-22-00684908-0000

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DEPARTMENT		HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
<u>CLASSIFICATION 0.01</u>		33.75	Annual Biweekly Hourly	31,414.50 1,208.25 17.90	36,925.20 1,420.20 21.04		
<u>CLASSIFICATION 0.02</u>		33.75	Annual Biweekly Hourly	32,590.35 1,253.48 18.57	38,379.20 1,471.20 21.84		
<u>CLASSIFICATION 0.03</u>		33.75	Annual Biweekly Hourly	33,766.20 1,298.70 19.24	39,733.70 1,528.20 22.64		
<u>CLASSIFICATION 0.04</u>		33.75	Annual Biweekly Hourly	35,100.00 1,350.00 20.00	41,242.50 1,586.25 23.50		
		35.00	Annual Biweekly Hourly	36,400.00 1,400.00 20.00	42,770.00 1,645.00 23.50		
		40.00	Annual Biweekly Hourly	41,600.00 1,600.00 20.00	48,880.00 1,880.00 23.50		
<u>CLASSIFICATION 0.05</u>		33.75	Annual Biweekly Hourly	36,433.80 1,401.30 20.76	42,839.55 1,647.68 24.11		
543002 Permit Services Clerk	39400 - Building	33.75	Annual	36,433.80	42,839.55		
543212 Clerk Junior (File)	53200 - Customer Service		Biweekly	1,401.30	1,647.68		
543118 Customer Service Rep	66200 - Records, Elections & FOI		Hourly	20.76	24.11		
543356 Junior Clerk-Typist	92100 - Facilities - HL						
543559 Museum Assistant	93300 - Cultural Affairs						

Salary Schedule "B"
January 1, 2019 to December 31, 2019

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543178	Kitchen Staff II	57300 - Huron Lodge - Dietary	40.00	Annual Biweekly Hourly	43,80.80 1,660.80 20.76	50,772.80 1,952.80 24.41		
CLASSIFICATION 0.06								
543436	Customer Service Clerk	39410 - Inspections - West	33.75	Annual	37,714.95	41,067.00	44,383.95	
543006	Receptionist/Complaints Clerk	39410 - Inspections - West		Biweekly	1,450.58	1,579.50	1,707.08	
543004	Document Clerk	39420 - Inspections - East		Hourly	21.49	23.40	25.29	
543138	*Clerk Intermediate	47101 - Lou Romano WRP - 543/NU						
543279	Clerk Jnr-Bckp Rec(Bi-Lingual)	53101 - OW - Leamington Office						
543564	Contract Clerk	54200 - Childrens Serv - Systems						
543020	Clerk-Junior Vitz Statistics	66200 - Records, Elections & FOI						
543162	Accounting Clerk	90100 - Parks, Rec & Cult & Facilities						
543167	Forestry Clerk	90100 - Parks, Rec & Cult & Facilities						
543164	Receptionist	90100 - Parks, Rec & Cult & Facilities						
543163	Recreation Clerk	90100 - Parks, Rec & Cult & Facilities						
543518	Junior Clerk-Typist	57300 - Huron Lodge - Program Services	35.00	Annual	39,111.80	42,588.00	46,027.80	
543424	Junior Clerk Typist	57300 - Huron Lodge - Dietary		Biweekly Hourly	1,504.30 21.49	1,638.00 23.40	1,770.30 25.29	
543083	Mail and Delivery Room Person	56200 - Records, Elections & FOI	40.00	Annual	44,699.20	48,677.00	52,603.20	
543085	Caretaker	92000 - Facilities		Biweekly Hourly	1,711.00 21.49	1,872.00 23.40	2,023.20 25.29	
CLASSIFICATION 0.07								
543053	Customer Service Clerk	24200 - Prop Taxation & Taxpayer Supp	33.75	Annual	39,154.05	42,611.40	46,068.75	
543011	Communications Clerk	39410 - Inspections - West		Biweekly	1,507.93	1,638.90	1,771.88	
543355	Intake Clerk (Bilingual)	54201 - Childrens Services System		Hourly	22.31	24.28	26.25	
543539	Program & Policy Clerk	54203 - CS Program and Policy						
543378	Bilingual Early Learning Initiatives Clerk	54400 - Ontario Early Years						
543411	Administrative Support Clerk	66200 - Records, Elections & FOI						
543558	*Facility Person	92000 - Facilities						
543265	*Recreation Centre Clerk (Adie Knox Pool)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Aquatics & Family Aquatics)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Forest Glade Comm. Cent)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Gino A. Marcus Comm. C	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Mackenzie Hall)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Oakwood Comm. Centre)	93201 - WFCU Centre						

Salary Schedule "B"
January 1, 2019 to December 31, 2019

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543265	*Recreation Centre Clerk (Optimist & AMC Comm.)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (WFCU Centre)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Windsor Water World)	93201 - WFCU Centre						
543369	Administrative Clerk	57100 - Huron Lodge - Program Services	35.00	Annual	40,634.20	44,189.60	47,775.00	
				Biweekly	1,561.70	1,699.10	1,837.50	
				Hourly	22.31	24.28	26.25	
543190	Parking Maintenance Staff	43303 - Operations- On/Off Street Park	40.00	Annual	46,404.80	50,502.40	54,600.00	
543575	Secretary, Contracts, Flex. & Maintenance	43603 - Operations - Contracts		Biweekly	1,784.80	1,942.40	2,100.00	
				Hourly	22.31	24.28	26.25	
CLASSIFICATION 0.08								
543051	Administrative Clerk	23200 - Accounting Services	33.75	Annual	40,593.50	42,962.40	45,401.85	47,718.45
543249	Data Entry Operator	23300 - Payroll		Biweekly	1,561.28	1,652.40	1,746.23	1,835.33
543247	Clerk Steno	39200 - Planning - Urban Design		Hourly	23.13	24.48	25.87	27.19
543102	Clerk Steno Senior	39500 - Planning - Development CBO						
543031	Comm. of Adjustment Clerk	39500 - Planning - Development CBO						
543001	Cashier	39400 - Inspections - East						
543246	Secretary - Field Services	43601 - Operations - Field Services						
543277	Records Clerk	44000 - Development, Projects & ROW						
543147	Secretary Senior	44000 - Development, Projects & ROW						
543243	Intermediate Clerk	51000 - Comm Dev. & Health - Admin						
543259	Clerk Junior	53100 - Policy & Staff Development						
543274	Team Clerk (FSW)	53100 - Policy & Staff Development						
543216	Clerk Junior (Team)	53101 - OW - Leamington Office						
543210	Clerk Junior (Switchboard)	53200 - Customer Service						
543554	Clerk Junior (Team) - Biweekly	53200 - Customer Service						
543218	Data Analyst	53200 - Customer Service						
543206	Records & Supply Clerk	53200 - Customer Service						
543208	Intermediate Clerk Steno	54000 - Children's Services System						
543422	Licensing Clerk	65200 - Licensing						
543051	Customer Service Reception	66200 - Records, Elections & FOI						
543077	Records Clerk	66200 - Records, Elections & FOI						
543170	Accounts Receivable Clerk	90100 - Parks, Rec & Cult & Facilities						
543166	File Clerk	90100 - Parks, Rec & Cult & Facilities						
543277	*Recreation Centre Clerk - Willistead Manor	93302 - Willistead Manor						
543556	Construction Technician	43601 - Operations - Field Services	37.50	Annual	45,103.50	47,736.00	50,446.50	53,070.50
				Biweekly	1,734.75	1,836.00	1,940.25	2,039.25
				Hourly	23.13	24.48	25.87	27.19

Salary Schedule "B"
January 1, 2019 to December 31, 2019

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	DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543113 Working Violations Cashier	43304 - Compliance & Enforcement-Parkg	40.00	Annual	48,110.40	50,918.40	53,809.60	56,555.20
543186 Storekeeper	92100 - Facilities - Hl		Biweekly	1,850.40	1,958.40	2,069.60	2,175.20
			Hourly	23.13	24.48	25.87	27.19
CLASSIFICATION 0.09							
543397 Intermediate Clerk-Huron Lodge	22300 - Operating Budget Control	33.75	Annual	42,084.90	44,541.90	47,069.10	49,561.20
543066 Accounts Payable Control Clerk	23200 - Accounting Services		Biweekly	1,618.65	1,713.15	1,810.35	1,906.70
543046 General Accounts Payable Clerk	23200 - Accounting Services		Hourly	23.98	25.38	26.82	28.24
543068 Tax & Accts Receivable Collector	24100 - Treasury & Cash Management						
543059 Property Tax Clerk	24200 - Prop Taxation & Taxpayer Supp						
543047 Mortgage and Ownership Clerk	24300 - Property Assessment						
543010 Secretary to Mgr of Development Applications	39300 - Planning - Development CBO						
543007 Financial Records Clerk	39400 - Building						
543133 Data Research Clerk	42200 - Geomatics						
543278 Development Clerk	44000 - Development, Projects & ROW						
543146 Intermediate Accounting Clerk	44000 - Development, Projects & ROW						
543136 Payroll Accounting Clerk	44000 - Development, Projects & ROW						
543140 Senior Invoice Clerk	44000 - Development, Projects & ROW						
543209 Clerk Junior (Fin)	51000 - Comm Dev & Health - Admin						
543357 Clerk Intermediate (Fin)	53100 - Policy & Staff Development						
543574 Clerk - Leamington	53100 - OW - Leamington Office						
543377 Intermediate Receptionist - Leamington	53100 - OW - Leamington Office						
543227 Intake Receptionist	53200 - Customer Service						
543551 Intake Receptionist - Bilingual	53200 - Customer Service						
543264 Resource Centre Greeter	53300 - Employment and Training Serv.						
543553 Resource Centre Greeter - Bilingual	53300 - Employment and Training Serv.						
543029 Licence Issuer	65200 - Licensing						
543383 By-Law Enforcement Clerk	65300 - Bylaw Enforcement						
543013 Financial Records & Administrative Clerk	66200 - Records, Elections & FOI						
543413 Senior Issue - Vital Statistics	66200 - Records, Elections & FOI						
543420 Parks & Recreation Data Clerk	90100 - Parks, Rec & Cult & Facilities						
543165 Parks Clerk	90100 - Parks, Rec & Cult & Facilities						
543172 Payroll & Accounts Payable Clerk	90100 - Parks, Rec & Cult & Facilities						
543183 Senior Clerk	57100 - Huron Lodge - Program Services	35.0	Annual	43,643.60	46,191.60	48,811.40	51,396.80
			Biweekly	1,678.60	1,776.60	1,871.40	1,976.80
			Hourly	23.98	25.38	26.82	28.24
543048 Technical Support Clerk	26000 - Information Technology	37.50	Annual	46,761.00	49,491.00	52,299.00	55,068.00
543021 Administrative Clerk	67200 - 211/311 Call Centre		Biweekly	1,798.50	1,903.50	2,011.50	2,118.00
			Hourly	23.98	25.38	26.82	28.24

Salary Schedule "B"
January 1, 2019 to December 31, 2019

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543115	Parking Violations Review Clerk	43304 - Compliance & Enforcement-Parkg	40.00	Annual	49,878.40	52,790.40	55,785.60	58,739.20
543139	Maintenance Clerk	47101 - Lou Romano WRP - 543/NU		Biweekly	1,918.40	2,030.40	2,145.60	2,259.20
543374	Nutritional Administrative Assistant	57300 - Huron Lodge - Dietary		Hourly	23.98	25.38	26.82	28.24
543185	Nursing Records Assistant	57400 - Huron Lodge - Nursing						
CLASSIFICATION 0.10								
543217	Subsidiary Claims Clerk	22500 - Intergovernmental Subsidies	33.75	Annual	43,681.95	46,279.35	48,876.75	51,351.30
543057	Accounting Clerk	23100 - Financial Accounting		Biweekly	1,680.18	1,779.98	1,879.88	1,975.05
543352	Clerk Expediter	33000 - Purchasing		Hourly	24.89	26.37	27.85	29.26
543009	Secretary to Manager, Inspections	39410 - Inspections - West						
543130	Print Room Operator	42200 - Graphics						
543143	Fleet Analyst	43501 - Operations - Fleet 543/NU						
543128	Clerk-Intermediate	43701 - Envtl - Solid Waste 543/NU						
543244	Intermediate Clerk	51000 - Comm Dev. & Health - Admin						
543222	Clerk Steno Intermediate (Central)	53100 - Policy & Staff Development						
543220	Retrospective Budget Clerk	53100 - Policy & Staff Development						
543391	Intake Services Representative	53200 - Customer Service						
543548	Intake Services Representative - Bilingual	53200 - Customer Service						
543032	Legal Documents Clerk	65100 - Policy & Gaming						
543026	Council Agenda Coordinator	66100 - Council Services						
543028	Council Resolutions Coordinator	66100 - Council Services						
543024	Order of Business Coordinator	66100 - Council Services						
543412	Records Analyst	66200 - Records, Elections & POI						
543168	Senior Accounting Clerk	90100 - Parks, Rec & Cult & Facilities						
543568	Resource Operations Analyst	92000 - Facilities	50.00	Annual	45,199.80	47,993.40	50,687.00	53,253.20
543442	Museum Collections Assistant	93300 - Cultural Affairs		Biweekly	1,742.30	1,845.90	1,949.50	2,048.70
				Hourly	24.89	26.37	27.85	29.26
543404	Enterprise Support Analyst	26400 - IT - Enterprise Systems Support	37.50	Annual	48,535.50	51,421.50	54,307.50	57,057.00
				Biweekly	1,866.75	1,977.75	2,088.75	2,194.50
				Hourly	24.89	26.37	27.85	29.26
5431	Senior Clerk	43300 - Operations - Traffic Operations	40.00	Annual	51,771.20	54,849.60	57,928.00	60,861.80
543191	Cook	57300 - Huron Lodge - Dietary		Biweekly	1,991.20	2,109.60	2,228.00	2,340.80
543382	Medical Transcriptionist/Admin Assistant	57400 - Huron Lodge - Nursing		Hourly	24.89	26.37	27.85	29.26
CLASSIFICATION 0.11								
543052	Financial Planning Clerk	22200 - Performance Measurement	33.75	Annual	45,366.75	48,051.90	50,649.30	53,387.10
543071	Financial Reconciliation Clerk	23100 - Financial Accounting		Biweekly	1,744.88	1,848.15	1,948.05	2,053.35

Salary Schedule "B"
January 1, 2019 to December 31, 2019

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	DEPARTMENT		HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543211	Financial Reconciliation Clerk - Social Services	23100 - Financial Accounting		Hourly	25.85	27.38	28.86	30.42
543571	Accounts Payable Vendor Control Specialist	23200 - Accounting Services						
543073	Accounts Receivable Clerk	23200 - Accounting Services						
543062	Payroll Clerk	23300 - Payroll						
543054	Administrative Asst./Secretary	26000 - Information Technology						
543419	Risk Management Clerk	32500 - Risk Management						
543106	Planning Technician	39200 - Planning - Urban Design						
543418	Development Planning Technician	39300 - Planning - Development CBO						
543035	Street and Alley Legal Clerk	39300 - Planning - Development CBO						
543152	CAD Technician I	42200 - Geomatics						
543438	Transportation Technologist I	43305 - Transportation Planning						
543145	Administrative Assistant to Senior Manager of Pollution	47101 - Lou Romano WRP - 543/NU						
543225	Clerk Steno Int.(Special Services)	54100 - Residential Support Services						
543076	Development Applications Clerk	65100 - Policy & Gaming						
543033	Senior Licence Issuer	65200 - Licensing						
543173	Draftsperson IV	91200 - Parks Development	37.50	Annual Biweekly Hourly	50,417.50 1,938.75 25.85	53,391.00 2,053.50 27.38	56,277.00 2,164.50 28.86	59,319.00 2,281.50 30.42
543114	Senior Secretary-Parking Permit Coordinator	43300 - Operations-Traffic Operations	40.00	Annual	53,768.00	56,950.40	60,028.80	63,273.60
543354	Operations Data Technician	43301 - Operations - Signs		Biweekly	2,068.00	2,190.40	2,308.80	2,433.60
543118	Maintenance Staff	43302 - Operations - Signs & Markings		Hourly	25.85	27.38	28.86	30.42
543120	Signwriter	43302 - Operations - Signs & Markings						
543098	Maintenance Emp. (Carpenter)	92000 - Facilities						
543195	*Personal Support Worker	57400 - Huron Lodge - Nursing	40.00	Annual	54,325.84	57,541.26	60,651.60	63,930.00
543195	Personal Support Worker	57400 - Huron Lodge - Nursing		Biweekly Hourly	2,089.46 25.85	2,213.13 27.38	2,332.75 28.86	2,458.85 30.42
CLASSIFICATION 0.12								
543572	Payroll Control&Reporting Spec	23300 - Payroll	33.75	Annual	47,016.45	49,754.25	52,544.70	55,247.40
543076	Tax Accounting & Collection Control Clerk	24100 - Treasury & Cash Management		Biweekly	1,808.33	1,913.63	2,020.95	2,124.90
54310	Administrative Assistant	39000 - City Planner		Hourly	26.79	28.35	29.94	31.48
543012	Administrative Assistant	39400 - Building						
543144	Secretary to Executive Director of Operations	43000 - Operations						
543408	Administrative Assistant	44000 - Development Projects & ROW						
543142	Clerk Senior	44000 - Development Projects & ROW						
543140	Administrative Assistant	53000 - Employment & Social Services						
543377	Administrative Assistant	54000 - Housing & Children's Services						
543516	Child Care Data Analysis Coord	54201 - Children's Services System						
543515	EarlyON CFC - Data Analysis Coordinator	54203 - CS Program and Policy						
543388	Early Literacy Specialist	54203 - CS Program and Policy						

Salary Schedule "B"
January 1, 2019 to December 31, 2019

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543266	Marketing Assistant	6700 - Communications						
543171	Administrative Assistant	90100 - Parks, Rec & Cult & Facilities						
543174	Seasonal & Sports Facilitator	90100 - Parks, Rec & Cult & Facilities						
543561	Infrastr Location Technician	43601 - Operations - Field Services	37.50	Annual	52,240.50	55,282.50	58,383.00	61,386.00
543236	EarlyON CFC Early Childhood	54400 - Ontario Early Years		Biweekly	2,009.25	2,176.25	2,345.50	2,561.00
543411	311/211 Operator	67000 - Communications & Cust. Service		Hourly	26.79	28.35	29.94	31.48
543123	Traffic Technician	43305 - Transportation Planning	40.00	Annual	55,723.20	58,968.00	62,275.20	65,478.40
543400	Resident Services Assistant	57500 - Huron Lodge- Resident Services		Biweekly	2,143.20	2,268.00	2,395.20	2,518.40
543189	Therapeutic Recreation Aide	57500 - Huron Lodge- Resident Services		Hourly	26.79	28.35	29.94	31.48
543169	Parks Operations Assistant	90100 - Parks, Rec & Cult & Facilities						
543094	Maintenance Engineer	92000 - Facilities						
543175	Recreation Assistant - Oakwood	93402 - Oakwood Comm. Centre						
CLASSIFICATION 0.13								
543069	Financial Analysis/Accounting Clerk	23100 - Financial Accounting	33.75	Annual	48,771.45	51,597.00	54,510.30	57,335.80
543075	Tax Registration Clerk	24100 - Treasury & Cash Management		Biweekly	1,875.83	1,984.50	2,096.55	2,205.73
543074	Buyer	33000 - Purchasing		Hourly	27.79	29.40	31.06	32.67
543038	Secretary/Treasurer Committee of Adjustment	39300 - Planning - Development CBO						
543081	Zoning Coordinator	39300 - Planning - Development CBO						
543015	Customer Service Representative	39400 - Building						
543155	CAD Technician II	42200 - Geomatics						
543354	GIS CAD Technician	42200 - Geomatics						
543149	Right of Way Permit Clerk	44000 - Development, Projects & ROW						
543430	Policy & Procedure Coordinator	53100 - Policy & Staff Development						
543569	Special Projects Coordinator	54200 - Childrens Serv - Systems						
543034	Committee Coordinator	66100 - Council Services						
543566	Biodiversity Coordinator	91300 - Ojibway						
543188	Resident Financial Coordinator	57100 - Huron Lodge - Program Services	35.00	Annual	50,577.80	53,508.00	56,520.20	59,459.40
543524	Museum Coordinator	93300 - Cultural Affairs		Biweekly	1,945.30	2,058.00	2,174.20	2,286.90
543525	Registrar	93300 - Cultural Affairs		Hourly	27.79	29.40	31.06	32.67
543431	21 Support Analyst	67200 - 211/311 Call Centre	27.50	Annual	54,110.50	57,330.00	60,570.00	63,706.50
543428	31 Support Analyst	67200 - 211/311 Call Centre		Biweekly	2,084.25	2,215.00	2,329.50	2,450.25
				Hourly	27.79	29.40	31.06	32.67
543193	Acquaintance	57500 - Huron Lodge- Resident Services	40.00	Annual	57,803.20	61,152.00	64,604.80	67,933.60
543192	Entertainment & Activities Co-ord.	57500 - Huron Lodge- Resident Services		Biweekly	2,723.20	2,852.00	2,984.80	3,117.60
543563	Wildlife & Visitor Services Coord.	91300 - Ojibway		Hourly	27.79	29.40	31.06	32.67
543194	Maintenance Engineer	92100 - Facilities - HL						

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		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
543176	Recreation Assistant	93201 - WFCU Centre						
543198	Registered Practical Nurse	57400 - Huron Lodge - Nursing	41.250	Annual Biweekly Hourly	59,609.55 2,292.68 27.79	63,063.00 2,425.50 29.40	66,623.70 2,562.45 31.75	70,077.15 2,695.28 32.67
<u>CLASSIFICATION 0.14</u>								
543065	Tax Accounting Administrator	24200 - Prop Taxation & Taxpayer Supp	33.75	Annual	50,596.65	53,562.60	56,546.11	59,476.35
543415	Property Assessor	24300 - Property Assessment		Biweekly	1,946.03	2,060.10	2,174.85	2,287.58
543399	Insurance & Risk Analyst	32500 - Risk Management		Hourly	28.83	30.52	32.22	33.89
543016	Plan Examiner	39400 - Building						
543157	CAD Technician III - Special Projects	42200 - Geomatics						
543517	Property Analyst	42200 - Geomatics						
543381	Crossing Guard Coordinator	43305 - Transportation Planning						
543437	Transportation Planner I	43305 - Transportation Planning						
543409	Local Business Expert	53100 - Policy & Staff Development						
543384	Maintenance/Technical Support Person	54000 - Housing & Children's Services						
543526	Special Projects Coordinator	54100 - Residential Support Services						
543429	Children's Services System Analyst	54201 - Children's Services System						
543519	Program Analyst	54203 - CS Program and Policy						
54344	Environ & Sustainability Coord	47300 - Environmental Quality	35.00	Annual Biweekly Hourly	52,470.60 2,418.10 28.83	55,546.40 2,136.46 30.52	58,640.40 2,255.40 32.22	61,679.80 2,377.30 33.89
543565	GIS Data Analyst	42200 - Geomatics	37.50	Annual	56,218.56	59,514.00	62,820.00	66,085.50
543427	311 Mapping Support Analyst	67200 - 311/311 Call Centre		Biweekly Hourly	2,162.25 28.83	2,289.30 30.52	2,416.50 32.22	2,541.75 33.89
543172	Signal System Analyst	43301 - Operations - Signals	40.00	Annual Biweekly Hourly	59,966.40 2,305.40 28.83	63,481.60 2,441.60 30.52	67,017.60 2,577.60 32.22	70,491.20 2,711.20 33.89
<u>CLASSIFICATION 0.15</u>								
543231	Caseworker - Disciplinary Benefits	53200 - Customer Service	33.75	Annual	52,474.50	55,563.30	58,652.10	61,705.80
543423	Caseworker - Float	53100 - Policy & Staff Development		Biweekly	2,018.25	2,137.05	2,255.85	2,373.30
543234	Caseworker - Ontario Works	53100 - Policy & Staff Development		Hourly	29.90	31.66	33.42	35.16
543550	Caseworker - Ontario Works - Bilingual	53300 - Employment & Training Init						
543237	Caseworker - Housing Support	54100 - Residential Support Services						
543555	Caseworker - Housing Support - Bilingual	54100 - Residential Support Services						

Salary Schedule "B"
January 1, 2019 to December 31, 2019

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543577	Early Yrs Prgrm Dvlpmt Officer	54200 - Childrens Serv - Systems						
543266	Caseworker - Children's Services	54202 - Child Care Subsidy						
543545	Caseworker - Children's Services - Bilingual	54202 - Child Care Subsidy						
543263	Municipal Gaming Analyst	65100 - Policy & Gaming						
543353	Multimedia Solutions Analyst	26100 - IT - Project Mgmt & Application	37.50	Annual	58,305.00	61,737.00	65,169.00	68,562.00
				Biweekly	2,242.50	2,374.50	2,506.50	2,637.00
				Hourly	29.90	31.66	33.42	35.16
543160	Administrative Inspector	43601 - Operations - Field Services	40.00	Annual	62,192.00	65,852.80	69,513.60	73,172.80
543159	Environment Technologist	47300 - Environmental Quality		Biweekly	2,392.00	2,532.80	2,673.60	2,812.80
543190	Social Worker	57500 - Home Lodge- Resident Services		Hourly	29.90	31.66	33.42	35.16
543095	Painter Brush	92000 - Facilities						
543097	Operating Engineer 4th Class	92000 - Facilities						
CLASSIFICATION 0.16								
543402	Corporate Collections Analyst	24100 - Treasury & Cash Management	33.75	Annual	54,405.00	57,634.20	60,863.40	64,094.85
543433	Staff Trainer	53100 - Policy & Staff Development		Biweekly	2,092.50	2,216.70	2,340.90	2,461.73
543233	Caseworker - Employment Services	53100 - Policy & Staff Development		Hourly	31.66	33.42	35.16	36.47
543546	Caseworker - Employment Services - Bilingual	53300 - Employment & Training Init.						
543238	Job Developer	53300 - Employment & Training Init.						
543242	Social Worker BSW	53300 - Employment & Training Init.						
543426	Program Development Officer	54101 - Social Housing						
543380	By-Law Enforcement Officer	65300 - By-Law Enforcement						
543078	Analyst Programmer	26100 - IT - Project Mgmt & Application	37.50	Annual	60,450.00	64,038.00	67,626.00	71,214.00
543078	Analyst Programmer	26100 - IT - Project Mgmt & Application		Biweekly	2,392.50	2,463.00	2,601.00	2,735.25
543079	P.C. Support Analyst	26300 - IT - End User Support		Hourly	31.66	32.84	34.68	36.47
543407	Enterprise Support Analyst	26400 - IT - Enterprise Systems Support						
543562	Plumbing/HVAC Inspector	39420 - Inspections - East						
543077	Senior Buyer	33000 - Purchasing	40.00	Annual	64,180.00	68,307.20	72,434.40	76,561.60
543200	Parking Technician	43303 - Operations- Off Street Park		Biweekly	2,480.00	2,627.20	2,774.40	2,917.60
543379	Process Control Programmer	47400 - Proc. Eng & Maint - 43/NU		Hourly	31.00	32.84	34.68	36.47
543560	Operating Engineer - (MURF)	92000 - Facilities						
CLASSIFICATION 0.17								
543240	Eligibility Review Officer	53100 - Policy & Staff Development	33.75	Annual	56,440.80	59,775.30	63,057.15	66,444.30
				Biweekly	2,177.80	2,299.05	2,425.28	2,555.55
				Hourly	32.6	34.05	35.93	37.86

Salary Schedule "B"
 January 1, 2019 to December 31, 2019

DEPARTMENT			HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543081	Business Analyst	26100 - IT - Project Mgmt & Applicatio	37.50	Annual	62,712.00	66,417.00	70,063.50	73,827.00
543570	Building By-Law Officer	39400 - Building		Biweekly	2,412.00	2,554.50	2,694.75	2,839.50
543161	Construction Inspector	43601 - Operations - Field Services		Hourly	32.16	34.06	35.93	37.86
543534	Roof Technologist	92000 - Facilities	40.00	Annual	66,892.80	70,844.80	74,734.40	78,748.80
				Biweekly	2,572.80	2,724.80	2,874.40	3,028.80
				Hourly	32.16	34.06	35.93	37.86
CLASSIFICATION 018								
543017	Inspector	38200 - Inspections - West	37.50	Annual	65,071.50	68,854.50	72,657.00	76,518.00
543557	Construction Technologist	43601 - Operations - Field Services		Biweekly	2,502.75	2,648.25	2,794.50	2,943.00
				Hourly	33.37	35.31	37.26	39.24
543432	Signal Maintenance - Electrician II	43301 - Operations - Signals	40.00	Annual	69,409.60	73,444.80	77,500.80	81,619.20
				Biweekly	2,669.60	2,824.80	2,980.80	3,139.20
				Hourly	33.37	35.31	37.26	39.24

* Denotes Regular Part-Time - Hourly Wage Only

Salary Schedule "B"
January 1, 2020 to December 31, 2020

Court File No./N° du dossier du greffe : CV-22-00684908-0000

	DEPARTMENT	HRS/WK	PAY	FREQ	STEP 1	STEP 2	STEP 3	STEP 4
<u>CLASSIFICATION 0.01</u>								
		33.75		Annual	31,800.60	37,381.50		
				Biweekly	1,223.10	1,437.75		
				Hourly	18.2	21.30		
<u>CLASSIFICATION 0.02</u>								
		33.75		Annual	32,994.00	38,803.05		
				Biweekly	1,269.00	1,492.43		
				Hourly	18.8	22.11		
<u>CLASSIFICATION 0.03</u>								
		33.75		Annual	34,187.41	40,224.60		
				Biweekly	1,314.90	1,547.10		
				Hourly	19.4	22.92		
<u>CLASSIFICATION 0.04</u>								
		33.75		Annual	35,538.75	41,751.45		
				Biweekly	1,366.88	1,605.83		
				Hourly	20.75	23.79		
		35.00		Annual	36,855.00	43,297.80		
				Biweekly	1,417.50	1,665.30		
				Hourly	20.25	23.79		
		40.00		Annual	42,120.00	49,483.20		
				Biweekly	1,620.00	1,903.20		
				Hourly	20.25	23.79		
<u>CLASSIFICATION 0.05</u>								
543002	Permit Services Clerk	33.75		Annual	36,890.00	43,383.60		
543212	Clerk Junior (File)			Biweekly	1,418.85	1,668.60		
543018	Customer Service Rep			Hourly	21.02	24.77		
543356	Junior Clerk-Typist	33.75		Annual	36,890.00	43,383.60		
543559	Municipal Assistant			Biweekly	1,418.85	1,668.60		
				Hourly	21.02	24.77		
	39400 - Building	33.75		Annual	36,890.00	43,383.60		
	53200 - Customer Service			Biweekly	1,418.85	1,668.60		
	65200 - Records, Elections & FOI			Hourly	21.02	24.77		
	92100 - Facilities - HL			Hourly	21.02	24.77		
	93300 - Cultural Affairs			Hourly	21.02	24.77		

Salary Schedule "B"
January 1, 2020 to December 31, 2020

		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543178	Kitchen Staff II	57300 - Huron Lodge - Dietary	40.00	Annual Biweekly Hourly	43,721.60 1,681.60 21.02	51,417.60 1,977.60 24.72		
CLASSIFICATION 0.06								
543436	Customer Service Clerk	39410 - Inspections - West	33.75	Annual	38,188.80	41,575.95	44,963.55	
543006	Receptionist/Complaints Clerk	39410 - Inspections - West		Biweekly	1,468.80	1,599.08	1,738.68	
543004	Document Clerk	39420 - Inspections - East		Hourly	21.76	23.69	25.6	
543138	*Clerk Intermediate	47101 - Lou Romano WRP - 543/NU						
543279	Clerk Jnr-Bckp Rec(Bi-Lingual)	53101 - OW - Leamington Office						
543564	Contract Clerk	54200 - Childrens Serv - Systems						
543020	Clerk-Junior Vital Statistics	66200 - Records, Elections & FOI						
543162	Accounting Clerk	90100 - Parks, Rec & Cult & Facilities						
543167	Forestry Clerk	90100 - Parks, Rec & Cult & Facilities						
543164	Receptionist	90100 - Parks, Rec & Cult & Facilities						
543163	Recreation Clerk	90100 - Parks, Rec & Cult & Facilities						
543518	Junior Clerk-Typist	57100 - Huron Lodge - Program Services	35.00	Annual	39,603.20	43,115.80	46,610.20	
543424	Junior Clerk Typist	57300 - Huron Lodge - Dietary		Biweekly Hourly	523.20 21.76	1,658.30 23.69	1,792.70 25.61	
543083	Mail and Delivery Room Person	66200 - Records, Elections & FOI	0.00	Annual	45,260.80	49,775.20	53,268.80	
543085	Caretaker	92000 - Facilities		Biweekly Hourly	1,740.80 21.76	1,895.20 23.69	2,048.80 25.61	
CLASSIFICATION 0.07								
543053	Customer Service Clerk	24200 - Prop Taxation & Taxpayer Supp	33.75	Annual	39,645.45	43,137.90	46,647.90	
543011	Communications Clerk	39410 - Inspections - West		Biweekly	1,524.83	1,659.10	1,794.15	
543355	Intake Clerk (Bilingual)	54201 - Children's Services System		Hourly	22.59	24.58	26.58	
543539	Program & Policy Clerk	54203 - CS Program and Policy						
543378	Bilingual Early Learning Initiatives Clerk	54400 - Ontario Early Years						
543410	Administrative Support Clerk	66200 - Records, Elections & FOI						
543558	*Ability Person	92000 - Facilities						
543265	*Recreation Centre Clerk (Adie Knox Pool)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Aquatics & Family Aquatics)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Forest Glade Comm. Centre)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Cine A. Marcus Comm. Centre)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Mackenzie Hall)	93201 - WFCU Centre						
543265	*Recreation Centre Clerk (Oakwood Comm. Centre)	93201 - WFCU Centre						

Salary Schedule "B"
January 1, 2020 to December 31, 2020

	DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543265	*Recreation Centre Clerk (Optimist & AMC Comm.)	93201 - WFCL Centre					
543265	*Recreation Centre Clerk (WFCL Centre)	93201 - WFCL Centre					
543265	*Recreation Centre Clerk (Windsor Water World)	93201 - WFCL Centre					
543369	Administrative Clerk	57100 - Huron Lodge - Program Services	35.00	Annual Biweekly Hourly	41,113.80 1,581.31 22.59	44,735.60 1,720.66 24.58	48,375.60 1,860.66 26.58
543199	Parking Maintenance Staff	43303 - Operations - On/Off Street Park	40.00	Annual	46,987.20	51,126.40	55,286.40
543575	Secretary, Contracts, Fleet & Maintenance	43603 - Operations - Contracts		Biweekly Hourly	1,807.2 22.59	1,966.40 24.58	2,126.40 26.58
CLASSIFICATION 0.08							
543050	Administrative Clerk	23200 - Accounting Services	33.75	Annual	41,102.00	43,506.45	45,963.45
543249	Data Entry Operator	23300 - Payroll		Biweekly	1,580.85	1,673.33	1,767.83
543247	Clerk Steno	39200 - Planning - Urban Design		Hourly	23.42	24.79	26.19
543102	Clerk Steno Senior	39300 - Planning - Development CBO					27.53
543031	Comm. of Adjustment Clerk	39300 - Planning - Development CBO					
543401	Cashier	39420 - Inspections - East					
543246	Secretary - Field Services	43001 - Operations - Field Services					
543277	Records Clerk	44000 - Development, Projects & ROW					
543147	Secretary Senior	44000 - Development, Projects & ROW					
543243	Intermediate Clerk	51000 - Comm Dev. & Health - Admin					
543259	Clerk Junior	5310 - Policy & Staff Development					
543274	Clerk Junior (FSWA)	53100 - Policy & Staff Development					
543216	Clerk Junior (Team)	53111 - OW - Learning Office					
543210	Clerk Junior (Switchboard)	53200 - Customer Service					
543554	Clerk Junior (Team) - Bilingual	53200 - Customer Service					
543218	Data Analyst	53200 - Customer Service					
543206	Records & Supply Clerk	53200 - Customer Service					
543208	Intermediate Clerk Steno	54201 - Children's Services System					
543422	Licensing Clerk	65200 - Licensing					
543051	Customer Service Reception	66200 - Records, Elections & FOI					
543027	Records Clerk	66200 - Records, Elections & FOI					
543170	Accounts Receivable Clerk	90100 - Parks, Rec & Cult & Facilities					
543166	File Clerk	90100 - Parks, Rec & Cult & Facilities					
543270	*Recreation Centre Clerk - Willistead Manor	93300 - Willistead Manor					
543556	Construction Technician	13600 - Operations - Field Services	37.50	Annual Biweekly Hourly	45,069.00 1,756.50 23.42	48,370.50 1,859.50 24.79	51,670.50 1,964.25 26.19
							27.53

Salary Schedule "B"
January 1, 2020 to December 31, 2020

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543113	Parking Violations Cashier	43304 - Compliance & Enforcement-Parkg	40.00	Annual	48,713.60	51,563.20	54,475.20	57,262.40
543186	Storekeeper	92100 - Facilities - HL		Biweekly	1,873.60	1,983.20	2,095.20	2,202.40
				Hourly	23.47	24.79	26.9	27.53
CLASSIFICATION 0.09								
543397	Intermediate Clerk-Huron Lodge	22300 - Operating Budget Control	33.75	Annual	42,611.40	45,103.50	47,665.80	50,175.45
543066	Accounts Payable Control Clerk	23200 - Accounting Services		Biweekly	1,638.90	1,734.75	1,833.30	1,929.83
543046	General Accounts Payable Clerk	23200 - Accounting Services		Hourly	24.28	25.70	27.6	28.59
543068	Tax & Accts Receivable Collector	24100 - Treasury & Cash Management						
543059	Property Tax Clerk	24200 - Prop Taxation & Taxpayer Supp						
543047	Mortgage and Ownership Clerk	24300 - Property Assessment						
543010	Secretary to Mgr of Development Applications	39300 - Planning - Development CBO						
543007	Financial Records Clerk	39400 - Building						
543133	Data Research Clerk	42200 - Geomatics						
543278	Development Clerk	44000 - Development, Projects & ROW						
543146	Intermediate Accounting Clerk	44000 - Development, Projects & ROW						
543136	Payroll Accounting Clerk	44000 - Development, Projects & ROW						
543140	Senior Invoice Clerk	44000 - Development, Projects & ROW						
543209	Clerk Junior (Fin)	53000 - Comm Dev. & Health - Admin						
543357	Clerk Intermediate (Fin)	53100 - Policy & Staff Development						
543574	Clerk - Leamington	53101 - OW - Leamington Office						
543377	Intermediate Receptionist - Leamington	53101 - OW - Leamington Office						
543227	Intake Receptionist	53200 - Customer Service						
543557	Intake Receptionist - Bilingual	53200 - Customer Service						
543264	Resource Centre Greeter	53301 - Employment and Training Serv.						
543553	Resource Centre Greeter - Bilingual	53301 - Employment and Training Serv.						
543029	Licence Issuer	65000 - Licensing						
543383	By-Law Enforcement Clerk	66300 - Bylaw Enforcement						
543023	Financial Records & Administrative Clerk	66200 - Records, Elections & FOI						
543413	Senior Issuer, Vital Statistics	66200 - Records, Elections & FOI						
543420	Parks & Recreation Data Clerk	90100 - Parks, Rec & Cult & Facilities						
543165	Parks Clerk	90100 - Parks, Rec & Cult & Facilities						
543172	Payroll & Accounts Payable Clerk	90100 - Parks, Rec & Cult & Facilities						
543183	Senior Clerk	57200 - Huron Lodge - Program Services	35.00	Annual	44,189.60	46,774.00	49,431.20	52,033.80
				Biweekly	1,699.60	1,799.00	1,901.20	2,001.30
				Hourly	24.28	25.70	27.16	28.59
543048	Technical Support Clerk	26000 - Information Technology	37.50	Annual	47,346.00	50,150.00	52,962.00	55,750.50
543021	Administrative Clerk	67200 - 211/311 Call Centre		Biweekly	1,827.00	1,927.50	2,037.00	2,144.25
				Hourly	24.28	25.70	27.16	28.59

Salary Schedule "B"
January 1, 2020 to December 31, 2020

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543115	Parking Violations Review Clerk	43304 - Compliance & Enforcement-Parking	40.00	Annual	50,502.40	53,456.00	56,492.80	59,467.20
543139	Maintenance Clerk	47101 - Lou Romano WRP - 543/NU		Biweekly	1,942.40	2,056.00	2,172.80	2,287.20
543374	Nutritional Administrative Assistant	57300 - Huron Lodge - Dietary		Hourly	24.28	25.70	27.6	28.59
543185	Nursing Records Assistant	57400 - Huron Lodge - Nursing						
CLASSIFICATION 0.10								
543217	Subsidy Claims Clerk	22500 - Intergovernmental Subsidies	33.75	Annual	44,226.00	46,858.50	49,491.00	52,000.65
543057	Accounting Clerk	23100 - Financial Accounting		Biweekly	1,701.00	1,802.25	1,903.50	2,000.03
543352	Clerk Expediter	33000 - Purchasing		Hourly	25.20	26.70	28.20	29.63
543009	Secretary to Manager, Inspections	39410 - Inspections - West						
543130	Print Room Operator	42200 - Geomatics						
543143	Fleet Analyst	43501 - Operations - Fleet 543/NU						
543128	Clerk-Intermediate	43701 - Envtl - Solid Waste 543/NU						
543244	Intermediate Clerk	51000 - Comm Dev. & Health - Admin						
543222	Clerk Steno Intermediate(Central)	53100 - Policy & Staff Development						
543220	Retrospective Budget Clerk	53100 - Policy & Staff Development						
543391	Intake Services Representative	53200 - Customer Service						
543548	Intake Services Representative - Bilingual	53200 - Customer Service						
543032	Legal Documentation Clerk	65100 - Policy & Planning						
543026	Council Agenda Coordinator	66100 - Council Services						
543028	Council Resolutions Coordinator	66100 - Council Services						
543024	Order of Business Coordinator	66100 - Council Services						
543412	Records Analyst	66200 - Records, Elections & FOI						
543168	Senior Accounting Clerk	90100 - Parks, Rec & Cult & Facilities						
543568	Resource Operations Analyst	92000 - Facilities	35.00	Annual	45,864.00	48,504.00	51,324.00	53,936.60
543442	Museum Collections Assistant	93300 - Cultural Affairs		Biweekly	1,764.00	1,869.00	1,974.00	2,074.10
				Hourly	25.20	26.70	28.20	29.63
543404	Enterprise Support Analyst II	26400 - IT - Enterprise Systems Support	37.50	Annual	49,140.00	52,065.00	54,990.00	57,778.50
				Biweekly	1,890.00	2,002.50	2,115.00	2,222.75
				Hourly	25.20	26.70	28.20	29.63
543111	Senior Clerk	43300 - Operations - Traffic Operations	40.00	Annual	52,416.00	55,536.00	58,656.00	61,630.40
543191	Cook	57300 - Huron Lodge - Dietary		Biweekly	2,016.00	2,136.00	2,256.00	2,370.00
543382	Medical Transcriptionist Admin Assistant	57400 - Huron Lodge - Nursing		Hourly	25.20	26.70	28.20	29.63
CLASSIFICATION 0.11								
543052	Financial Planning Clerk	22200 - Performance Measurement	33.75	Annual	45,928.35	48,648.60	51,281.10	54,054.00
543071	Financial Reconciliation Clerk	23100 - Financial Accounting		Biweekly	1,766.48	1,871.10	1,972.35	2,079.00

Salary Schedule "B"
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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
54321	Financial Reconciliation Clerk - Social Services	73100 - Financial Accounting		Hourly	26.17	27.72	29.22	30.80
54357	Accounts Payable Vendor Control Specialist	23200 - Accounting Services						
543073	Accounts Receivable Clerk	23200 - Accounting Services						
543062	Payroll Clerk	23300 - Payroll						
543054	Administrative Asst./Secretary	26000 - Information Technology						
543419	Risk Management Clerk	32500 - Risk Management						
543106	Planning Technician	39200 - Planning - Urban Design						
543418	Development Planning Technician	39300 - Planning - Development CBO						
543035	Street and Alley Legal Clerk	39300 - Planning - Development CBO						
543152	CAD Technician I	42200 - Geomatics						
543438	Transportation Technologist I	43305 - Transportation Planning						
543145	Administrative Assistant to Senior Manager of Pollution	47101 - 1 du Romano WRP - 543/NU						
543275	Clerk Steno Int.(Special Services)	54100 - Residential Support Services						
543036	Development Applications Clerk	65100 - Policy & Gaming						
543033	Senior Licence Issuer	65200 - Licensing						
543173	Draftsperson IV	91200 - Parks Development	37.50	Annual	51,031.50	54,054.00	56,979.00	60,060.00
				Biweekly	1,962.75	2,079.00	2,191.50	2,316.00
				Hourly	26.17	27.72	29.22	30.80
543114	Senior Secretary-Parking Permit Coordinator	43300 - Operations-Traffic Operations	40.0	Annual	54,433.60	57,657.60	60,777.60	64,064.00
543354	Operations Data Technician	43301 - Operations - Signals		Biweekly	2,093.60	2,217.60	2,337.60	2,464.00
543118	Maintenance Staff	43302 - Operations - Signs & Markings		Hourly	26.17	27.72	29.22	30.80
543177	Signwriter	43302 - Operations - Signs & Markings						
543098	Maintenance Eng. (Carpenter,	92100 - Facilities						
543195	*Personal Support Worker	57400 - Huron Lodge - Nursing	40.415	Annual	54,998.35	58,255.80	61,418.77	64,728.66
543195	Personal Support Worker	57400 - Huron Lodge - Nursing		Biweekly	2,115.32	2,240.61	2,361.85	2,489.56
				Hourly	26.17	27.72	29.22	30.80
CLASSIFICATION 0.12								
543572	Payroll Control&Reporting Spec	23300 - Payroll	33.75	Annual	47,595.61	50,368.50	53,194.05	55,931.85
543076	Tax Accounting & Collection Control Clerk	24100 - Treasury & Cash Management		Biweekly	1,830.60	1,937.25	2,045.93	2,151.23
543101	Administrative Assistant	39000 - City Planner		Hourly	27.17	28.70	30.31	31.87
543112	Administrative Assistant	39400 - Building						
543144	Secretary to Executive Director of Operations	43000 - Operations						
543408	Administrative Assistant	44000 - Development, Projects & ROW						
543142	Clerk Senior	44000 - Development, Projects & ROW						
543540	Administrative Assistant	53000 - Employment & Social Services						
543372	Administrative Assistant	54000 - Housing & Children's Services						
543516	Child Care Data Analysis Coord	54201 - Children's Services System						
543515	EarlyON CFC - Data Analysis Coordinator	54203 - CS Program and Policy						
543588	Early Literacy Specialist	54203 - CS Program and Policy						

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January , 2020 to December 31, 2020

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		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
543266	Marketing Assistant	67100 - Communications						
543171	Administrative Assistant	90100 - Parks, Rec & Cult & Facilities						
543174	Seasonal & Sports Facilitator	90100 - Parks, Rec & Cult & Facilities						
543561	Infrastr Location Technician	43601 - Operations - Field Services	37.50	Annual	52,884.00	55,065.00	59,104.50	62,146.50
543230	EarlyON CFC Early Childhood	54400 - Ontario Early Years		Biweekly	2,034.00	2,152.50	2,273.25	2,390.25
543411	311/211 Operator	67000 - Communications & Cust. Service		Hourly	27.12	28.70	30.31	31.87
543173	Traffic Technician	43305 - Transportation Planning	40.00	Annual	56,409.60	59,696.00	63,044.80	66,289.60
543400	Resident Services Assistant	57500 - Huron Lodge- Resident Services		Biweekly	2,169.60	2,296.00	2,424.80	2,549.60
543189	Therapeutic Recreation Aide	57500 - Huron Lodge- Resident Services		Hourly	27.12	28.70	30.31	31.87
543169	Parks Operations Assistant	90100 - Parks, Rec & Cult & Facilities						
543094	Maintenance Engineer	92000 - Facilities						
543175	Recreation Assistant - Oakwood	93402 - Oakwood Comm. Centre						
CLASSIFICATION 0.13								
543069	Financial Analysis Accounting Clerk	23110 - Financial Accounting	33.75	Annual	49,385.70	52,246.35	55,194.75	58,055.40
543075	Tax Registration Clerk	24100 - Treasury & Cash Management		Biweekly	1,899.45	2,009.48	2,127.88	2,232.90
543074	Buyer	31100 - Purchasing		Hourly	28.14	29.77	31.45	33.08
543038	Secretary/Treasurer Committee - Acquisition	39310 - Planning - Development CBO						
543014	Zoning Coordinator	39300 - Planning - Development CBO						
543015	Customer Service Representative	39400 - Building						
543155	CAD Technician II	42200 - Geomatics						
543350	GIS CAD Technician	42200 - Geomatics						
543149	Right of Way Permit Clerk	44000 - Development, Projects & ROW						
543430	Policy & Procedure Coordinator	53100 - Policy & Staff Development						
543569	Special Projects Coordinator	54700 - Childrens Serv - Systems						
543034	Committee Coordinator	66100 - Council Services						
543566	Biodiversity Coordinator	91301 - Ojibway						
543188	Resident Financial Coordinator	57100 - Huron Lodge - Program Services	35.00	Annual	51,214.80	54,181.00	57,239.00	60,205.60
543524	Museum Coordinator	93300 - Cultural Affairs		Biweekly	1,969.80	2,083.90	2,191.50	2,315.60
543525	Registrar	93300 - Cultural Affairs		Hourly	28.14	29.77	31.45	33.08
543431	211 Support Analyst	67200 - 211/311 Call Centre	37.50	Annual	54,873.00	58,051.50	61,327.50	64,506.00
543428	311 Support Analyst	67200 - 211/311 Call Centre		Biweekly	2,110.50	2,232.75	2,358.75	2,481.00
				Hourly	28.14	29.77	31.45	33.08
543193	Adjuvant	57500 - Huron Lodge - Resident Services	40.00	Annual	58,531.20	61,921.60	65,416.00	68,806.00
543192	Entertainment & Activities Co-ord.	57500 - Huron Lodge - Resident Services		Biweekly	2,251.20	2,381.60	2,516.00	2,646.00
543563	Wildlife & Visitor Services Coord	91301 - Ojibway		Hourly	28.14	29.77	31.45	33.08
543194	Maintenance Engineer	92100 - Facilities - HL						

Salary Schedule "B"
January 1, 2020 to December 31, 2020

		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543176	Recreation Assistant	93201 - WFCU Centre						
543198	Registered Practical Nurse	57400 - Huron Lodge Nursing	41.250	Annual Biweekly Hourly	60,360.30 2,321.55 28.14	63,856.65 2,456.03 29.77	67,460.25 2,594.63 31.45	70,956.60 2,729.10 33.98
CLASSIFICATION 0.14								
543065	Tax Accounting Administrator	24200 - Prop Taxation & Taxpayer Supp	33.75	Annual	51,228.45	54,229.50	57,248.10	60,214.05
543415	Property Assessor	24300 - Property Assessment		Biweekly	1,970.33	2,085.75	2,201.85	2,317.93
543399	Insurance & Risk Analyst	32500 - Risk Management		Hourly	29.19	30.90	32.62	34.31
543016	Plan Examiner	39400 - Building						
543157	CAO Technician III - Special Projects	42200 - Geomatics						
543517	Property Analyst	42200 - Geomatics						
543381	Crossing Guard Coordinator	43305 - Transportation Planning						
543437	Transportation Planner I	43305 - Transportation Planning						
543409	Local Business Expert	53100 - Policy & Staff Development						
543384	Maintenance/Technical Support Person	54000 - Housing & Children's Services						
543526	Special Projects Coordinator	54100 - Residential Support Services						
543479	Children's Services System Analyst	54201 - Children's Services System						
543519	Program Analyst	54203 - CS Program and Policy						
543441	Environ & Sustainability Coord	47300 - Environmental Quality	35.00	Annual Biweekly Hourly	53,125.80 2,043.30 29.19	56,738.00 2,163.00 30.90	59,368.40 2,283.40 32.62	62,444.20 2,401.70 34.31
543565	GIS Data Analyst	42200 - Geomatics	37.50	Annual	56,920.50	60,255.00	63,609.60	66,904.50
543427	311 Mapping Support Analyst	57200 - 211/311 Call Centre		Biweekly Hourly	2,189.25 29.19	2,317.50 30.90	2,446.50 32.62	2,573.25 34.31
543172	Signal System Analyst	43301 - Operations Signals	40.00	Annual Biweekly Hourly	60,715.20 2,335.20 29.19	64,272.00 2,472.00 30.90	67,849.60 2,609.60 32.62	71,364.80 2,744.80 34.31
CLASSIFICATION 0.15								
543231	Caseworker - Discretionary Benefits	53200 - Customer Service	33.75	Annual	53,123.85	56,265.30	59,389.70	62,478.00
543423	Caseworker - Float	53100 - Policy & Staff Development		Biweekly	2,043.23	2,164.05	2,284.20	2,403.00
543234	Caseworker - Ontario Works	53100 - Policy & Staff Development		Hourly	30.27	32.06	33.84	35.61
543550	Caseworker - Ontario Works - Bilingual	53300 - Employment & Training Init.						
543237	Caseworker - Housing Support	54100 - Residential Support Services						
543555	Caseworker - Housing Support - Bilingual	54100 - Residential Support Services						

Salary Schedule "B"
January 1, 2020 to December 31, 2020

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		DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3	STEP 4
543577	Early Yrs Prgrm Dvlpmt Officer	54200 - Childrens Serv - Systems						
543260	Caseworker - Children's Services	54202 - Child Care S'bsidy						
543545	Caseworker - Children's Services - Bilingual	54202 - Child Care S'bsidy						
543263	Municipal Gaming Analyst	65100 - Policy & Gaming						
543353	Multimedia Solutions Analyst	26100 - IT - Project Mgmt & Applicatio	37.50	Annual	59,026.00	62,570.00	65,988.00	69,420.00
				Biweekly	2,270.25	2,404.50	2,538.00	2,670.00
				Hourly	30.27	32.06	33.84	35.60
543160	Administrative Inspector	43601 - Operations - Field Services	40.00	Annual	62,961.60	66,684.80	70,387.20	74,078.00
543159	Environment Technologist	47300 - Environmental Quality		Biweekly	2,421.60	2,564.80	2,707.20	2,848.00
543190	Social Worker	57500 - Juron Lodge- Resident Services		Hourly	30.27	32.06	33.84	35.60
543195	Painter Brush	92000 - Facilities						
543097	Operating Engineer 4th Class	92000 - Facilities						
CLASSIFICATION 0.16								
543402	Corporate Collections Analyst	24100 - Treasury & Cash Management	33.75	Annual	55,089.45	58,353.75	61,618.05	64,872.15
543433	Staff Trainer	53100 - Policy & Staff Development		Biweekly	2,118.83	2,244.38	2,369.93	2,492.78
543233	Caseworker - Employment Services	53101 - OW - Learning Office		Hourly	31.39	33.25	35.11	36.93
543546	Caseworker - Employment Services - Bilingu	53300 - Employment & Training Init.						
543238	Job Developer	53300 - Employment & Training Init.						
543238	Social Worker BSW	53300 - Employment & Training Init.						
543426	Program Development Officer	54101 - Social Housing						
543380	By-Law Enforcement Officer	65300 - Bylaw Enforcement						
543078	*Analyst Programmer	26100 - IT - Project Mgmt & Applicatio	37.50	Annual	61,200.50	64,837.50	68,464.50	72,093.50
543078	Analyst Programmer	26100 - IT - Project Mgmt & Applicatio		Biweekly	2,354.25	2,493.75	2,633.25	2,769.75
543079	P.C. Support Analyst	26300 - IT - End User Support		Hourly	31.39	33.25	35.11	36.93
543407	Enterprise Support Analyst	26400 - IT - Enterprise Systems Supprt						
543562	Plumbing/HVAC Inspector	39420 - Inspections - East						
543077	Senior Buyer	33000 - Purchasing	40.00	Annual	65,291.20	69,160.00	73,028.80	76,897.40
543200	Parking Technician	43303 - Operations- On/Off Street Park		Biweekly	2,511.20	2,660.00	2,808.80	2,954.40
543379	Process Control Programmer	47401 - Processing & Maint - 543/NU		Hourly	31.39	33.25	35.11	36.93
543560	Operating Engineer - (MURF)	92000 - Facilities						
CLASSIFICATION 0.17								
543240	Eligibility Review Officer	53100 - Policy & Staff Development	33.75	Annual	57,142.8	60,529.95	63,846.90	67,269.15
				Biweekly	2,197.8	2,328.98	2,455.65	2,587.28
				Hourly	32.56	34.40	36.38	38.33

Salary Schedule "B"
January 1, 2020 to December 31, 2020

Court File No./N° du dossier du greffe : CV-22-00684908-0000

		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
543081	Business Analyst	26100 - IT - Project Mgmt & Application	37.50	Annual	63,492.00	67,255.50	70,941.00	74,743.50
543570	Building By-Law Officer	39400 - Building		Biweekly	2,447.00	2,586.75	2,728.00	2,874.75
543161	Construction Inspector	43601 - Operations - Field Services		Hourly	32.56	34.49	36.38	38.33
543534	Roof Technologist	92000 - Facilities	40.00	Annual	67,724.80	71,739.20	75,610.40	79,126.40
				Biweekly	2,604.80	2,759.20	2,910.40	3,066.40
				Hourly	32.56	34.49	36.38	38.33
CLASSIFICATION 0.18								
543017	Inspector	38200 - Inspections - West	37.50	Annual	65,890.50	69,712.50	73,573.50	77,473.50
543557	Construction Technologist	43601 - Operations - Field Services		Biweekly	2,534.25	2,681.25	2,829.75	2,979.75
				Hourly	33.79	35.75	37.73	39.73
543432	Signal Maintenance - Electrician II	43301 - Operations - Signals	40.00	Annual	70,283.20	74,360.00	78,478.40	82,638.40
				Biweekly	2,703.20	2,860.00	3,018.40	3,178.40
				Hourly	33.79	35.75	37.73	39.73

* Denotes Regular Part-Time - Hourly Wage Only

LOCAL 543, C.U.P.E.

SCHEDULE "C"

STUDENT RATES
(See Article 5.01)

Summer Students Rates

January 1, 2017	-	\$16.37 per hour
January 1, 2018	-	\$16.57 per hour
January 1, 2019	-	\$16.78 per hour
January 1, 2020	-	\$16.99 per hour

SCHEDULE "D"

JOB EVALUATION

MANUAL OF PROCEDURES

between

THE CORPORATION OF THE CITY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 543

November 9, 1990

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement.

ARTICLE 1 - PURPOSE

This Manual of Procedures is established to provide an ongoing maintenance programme for the agreed upon Joint Job Evaluation Programme, designed to provide and maintain the basis of a gender-bias free and equitable salary and wage structure, and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

ARTICLE 2 - DEFINITIONS

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

Benchmark Job	or “Key Jobs” are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the Rating Manual.
Classification	The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.
Classification Differential	The difference between the maximum salary or wage rates in the Salaries and Wages Schedule of the Collective Agreement.
Classification Increments	The salary or wage steps for a particular Classification.
Collective Agreement	The Collective Agreement currently in effect between the Corporation of the City of Windsor (hereinafter referred to as the Corporation) and C.U.P.E. Local 543 (hereinafter referred to as the Union).
Duty	A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.

Employee	An employee of the Corporation in the bargaining unit for which the Union is the recognized bargaining agent as defined in the Collective Agreement.
Factors	The major criteria, i.e. experience, responsibility, working conditions, etc, as set out in the Rating Manual.
Factor Degrees	The actual measurement levels within each Factor.
Green Circled	A job identified as having a salary or wage rate identified as below that established as a result of job evaluation.
Incumbent	An employee who has been appointed or promoted to a job. An employee is an incumbent in one job only.
Job	A group of duties assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties comprising a job and the required skill, responsibility, effort and working conditions involved in the performing of that job, through the use of questionnaires, observation and study.
Job Description	The official record of the principle tasks and duties of a job, necessary for job rating purposes only, and not to be confused with a Notice of Vacancy.
Job Documents	Comprised of all documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.
Job Evaluation	The process of studying and analyzing a job to obtain detailed information about the content of the job, and the rating of the job by use of the Rating Manual, which is set out in the Collective Agreement to determine the relationship of the job to other jobs covered by this Job Evaluation Programme.

Job Rating	The selected degree levels, points, and reasons for the rating and the total points established for a job, in accordance with the Rating Manual, which becomes the official rating for the job.
Joint Job Evaluation Committee	The Joint Committee appointed by the parties to the Collective Agreement to deal with matters relating to the rating of jobs as governed by this Manual of Procedures and the Rating Manual as set out in the Collective Agreement.
Out of Schedule Rate	A salary or wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Programme
Points	The numerical expression adopted for the measurement of each degree within each Factor.
Rating	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
Red Circled	A job identified as having a salary or wage rate identified as above that established as a result of job evaluation.
Salaries and Wages Schedule	The salary and wage classifications as set forth in the Collective Agreement.
Staff Establishment Position	A staff position authorized as such by Council resolution.
Task	An activity undertaken in order to complete specific duty, defining how a duty is done.
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.

ARTICLE 3 - RATING METHODOLOGY

- 3.1 Job documents serve to record the basis from which the job is rated and to compare and judge changes in job content which result, from time to time, from new or changed circumstances or requirements of the job.
- 3.2 Job documents are for the purpose of rating a job and assigning the job into the proper Classification for application of the Salary and Wage Schedule. Job documents shall be in sufficient detail to enable the job to be identified and rated.
- 3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements inherent to the job.
- 3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific Factors as shown in Schedule 2.
- 3.5 Job ratings serve to:
 - (a) group jobs which have relatively equivalent point values into the same Classification;
 - (b) provide the basis from which to gauge equitable salary and wage relationships between the jobs;
 - (c) form the foundation from which to measure changes in job content;
 - (d) enable the assignment of jobs into their proper Classifications.

ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 4.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Programme. It is the intention of the parties to jointly review all job descriptions over a five (5) year period. Such review shall commence from the installation date of this Job Evaluation Programme.
- 4.2 Job evaluation rating reviews shall be undertaken when:
 - (a) changes to existing job duties take place
 - (b) a new job is created.

4.3 Whenever the Corporation creates a new job, the following procedures shall apply:

- (a) The Corporation shall prepare a draft job description for the new job, which, along with any other job documents, shall be forwarded to the Joint Job Evaluation Committee, for evaluation.
- (b) The Corporation shall notify the Union of the new job by means of a copy of the job description, along with any other job documents that have been forwarded to the Joint Job Evaluation Committee.
- (c) The Joint Job Evaluation Committee shall evaluate the job. Such evaluation shall determine the job's temporary Classification. In the event that the Committee cannot agree on the rating, the Corporation shall not be precluded from establishing a temporary Grade for the new job and assigning an employee to it, in accordance with the provisions of the Collective Agreement. The establishment of such a temporary Classification shall not serve to prejudice the Committee in their continued attempts to reach agreement on the appropriate rating.
- (d) Within six (6) months of the incumbent commencing employment in the new job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties actually being performed at the time of review. Should it be determined through the Committee's final evaluation that a change should be made in the job's Classification, such a change shall be retroactive to the date that the incumbent commenced continuous employment in the new job.
- (e) Should the Union consider that a new job has been established and that Sections 4.3 (a-d) have not been complied with, it shall notify the Executive Director of Human Resources or designate, giving the reasons in detail for its contention. Should the Executive Director of Human Resources or designate not agree with the Union's contention, either party may refer the matter to the Job Evaluation Referee.

- 4.4**
- (a) Whenever the Corporation changes the duties of a job and considers that the change in job content is less than that required to move the job to a different Classification, it shall prepare a revised job description and forward a copy of it to the Union and the incumbent.
 - (b) Should the Union or incumbent disagree with the Corporation, a Request for Review may be filed under Article 4.6.

4.5 Whenever the Corporation changes the duties of a job and the change in job content requires review by the Joint Job Evaluation Committee to determine an appropriate Classification, the following procedure shall apply:

- (a) The revised job description and any other job document shall be submitted to the Joint Job Evaluation Committee, with a copy to the Union.
- (b) The Joint Job Evaluation Committee shall review the changes to the job description and any other job document and, if required, re-rate the job. The results of the re-evaluation will be communicated to the Corporation, the Union, and the incumbent.

In the event that the Committee cannot meet or if the Corporation must proceed with the staffing process urgently, the Chair of the Committee may establish an interim rating. In such instance, notice shall be provided to the Union's Recording Secretary within five (5) working days. The establishment of a temporary salary classification shall not prejudice the Committee in the continued attempts to reach agreement on the rating of the job.

*The Corporation will review all jobs in the queue in Human Resources as at April 1st, 2013. Any retroactivity from reviewing these positions in the queue shall be retroactive to the commencement date of the new duties as determined by the Department Head or designate.

- (c) Effective January 1, 2013, the job shall be assigned to the appropriate classification retroactive to the actual date of the change, if required, to a maximum of six (6) months preceding the date the questionnaire is received in Human Resources. The actual date of the change shall be determined by the Department Head or designate.

4.6 A review of the job rating for a job may be initiated by the incumbent(s) or Union as follows:

- (a) The initiator shall complete the form "Request for Job Evaluation Review", available from the Legal and Human Resources Department.
- (b) The Request, upon completion and authorized by the Union must be forwarded to the Executive Director of Human Resources or designate, who shall forward it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Department Head.
- (c) If it is the decision of the Joint Job Evaluation Committee that the job rating should be reviewed, the job shall be evaluated, in accordance with Article 5. The results of the re-evaluation will be communicated to the incumbent(s), the appropriate Department Head, the Corporation and the Union.

- (d) If it is the decision of the Joint Job Evaluation Committee that the job rating should not be reviewed, then this decision will be communicated to the incumbent(s), the Department Head, the Corporation and the Union.
- (e) If no decision can be reached by the Joint Job Evaluation Committee as to whether or not the job rating should be reviewed, then the matter shall be referred to the Job Evaluation Referee, in accordance with Article 7.
- (f) Effective January 1, 2013, the job shall be assigned to the appropriate classification retroactive to the actual date of the change, if required, to a maximum of six (6) months preceding the date the questionnaire is received in Human Resources. The actual date of the change shall be determined by the Department Head or designate.

- 4.7 In the event that an “out of schedule” higher rate for a job is introduced by the Corporation, the Union shall be notified in writing, and such rate shall continue in effect until the Corporation determines that the conditions which gave rise to it no longer exist. At that time the rate for the job shall be the evaluated Classification. Any employee who was being paid at the “out of schedule” rate while working in the job shall continue to receive the “out of schedule” rate for a period of three (3) months following the Corporation’s termination of the “out of schedule” rate, at which time the incumbent shall revert to their previously held rate, adjusted to reflect economic adjustment or increment advance.
- 4.8 The Corporation shall notify the Union in writing, within ten (10) working days prior to any change in the job evaluation identification details of a job (i.e., Department, job code, job title, etc.).
- 4.9 If the Corporation decides to eliminate a job from the staff establishment, the Union shall be notified in writing within twenty (20) working days prior to such a decision.

ARTICLE 5 - JOB EVALUATION PROCEDURES

- 5.1 The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to clarify information required for rating purposes. Such review may include:
- (a) Site inspection by the Committee
 - (b) Interviewing, by the Committee, of incumbents and supervisors.
- 5.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual (Schedule 1).
- 5.3 In making the determinations necessary for the rating of a job from the description of the job’s content, certain basic characteristics are considered to be inherent in the

performance of all jobs, and are not considered in the evaluation of any job in this programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact, and common courtesy.

5.4 In the application of the Rating Manual (Schedule 1), the following general rules shall apply:

- (a) It is the content of the job that is being analyzed, not the incumbent(s).
- (b) Jobs are to be evaluated without regard to existing Classifications.
- (c) Jobs are to be placed in the appropriate Factor Degree by considering the specific requirements of each job, the Factor definition, and the description of each Factor Degree.
- (d) Workload is not a consideration when evaluating a job.
- (e) No interpolation of Factor Degrees is to be made in the use of this programme (i.e. no insertion of a Factor rating that falls between the established Factor Degrees).
- (f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs included in the job evaluation programme.

5.5 Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.

5.6 The Chairperson of the Joint Job Evaluation Committee shall communicate all rating and/or other decisions made by the Committee to the incumbent(s), the appropriate Department Head, the Legal and Human Resources Department, and the Union within ten (10) working days of the Committee's decision.

ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of:

- two (2) representatives of the Corporation, as selected by the Corporation
- two (2) representatives of the Union, as selected by the Union
- one (1) Chairperson, non-voting, appointed by the Legal and Human Resources Department, following discussion with the Union

6.2 It shall be the purpose of the Joint Job Evaluation Committee:

- (a) to review, confirm or revise job ratings as initiated through the agreed to process.

- (b) to establish and review, for rating consistency and to ensure the maintenance of relativities, a sampling of established benchmark jobs.
 - (c) to review problems pertaining to the application of the Rating Manual, and recommend solutions to the Corporation and the Union.
 - (d) to recommend changes to the Rating Manual and the Job Evaluation process to the Corporation and the Union.
- 6.3 The Chairperson of the Joint Job Evaluation Committee shall be responsible for co-ordinating all aspects of the rating proceedings and administration, including the calling and chairing of all Committee meetings. All correspondence to and from the Committee shall go through the Chairperson.
- 6.4 Decisions of the Joint Job Evaluation shall require total consensus. When such consensus is not possible, the matter under review shall be referred to the Job Evaluation Referee.
- 6.5 The Joint Job Evaluation Committee shall meet at least once a month.

ARTICLE 7 - JOB EVALUATION REFEREE

- 7.1 (a) The Corporation and the Union shall, by January 31 of each year, agree upon a Job Evaluation Referee. The parties agree that said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.
- (b) Should either party determine that a new Referee should be appointed for the following year, notice to the other party shall be given, in writing, during December of the current year. Such notice shall contain a list of individuals being proposed as Referee by the initiating party.
- (c) Should the Referee withdraw for any reason during the term of appointment, the parties shall, within seven (7) work days of such notification, agree upon a replacement.
- (d) Should the parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within seven (7) work days of such decision, pursuant to Article 7.1 (a).
- 7.2 The cost of the Job Evaluation Referee's remuneration and personal expenses shall be shared equally by the Corporation and the Union.
- 7.3 The Job Evaluation Referee will be required to meet and make decisions on matters where consensus was not achieved by the Joint Job Evaluation Committee, or under

Article 4.3 (e). In the latter case, the Referee need not consult with the Joint Job Evaluation Committee.

7.4 The following procedure will be followed to resolve any matters before the Job Evaluation Referee, save and accept as provided for in Article 4.3 (e):

- (a) The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.
- (b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Chairperson of the Joint Job Evaluation Committee who will forward it to the Committee, the incumbent(s), the appropriate Department Head, the Legal and Human Resources Department, and the Union within five (5) working days of its receipt.
- (c) Effective January 1, 2013, the job shall be assigned to the appropriate classification retroactive to the actual date of the change, if required, to a maximum of six (6) months preceding the date the questionnaire is received in Human Resources. The actual date of the change shall be determined by the Department Head or designate

*The Corporation will review all jobs in the queue in Human Resources as of April 1st, 2013. Any retroactivity from reviewing these positions in the queue shall be retroactive to the commencement date of the new duties as determined by the Department Head or designate

- (d) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this programme.

7.5 The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.

ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

- 8.1 Upon the completion of the job evaluation process, the Chairperson of the Joint Job Evaluation Committee shall total the points assigned to each Factor Degree, using the attached Schedule 2, Job Evaluation Factors and Weights, and Schedule 3, Job Evaluation Factor Degree Points to determine the Total Points for the job under review. Upon determining the Total Points for the job, the Chairperson shall use Schedule 4, Job Evaluation Classifications, to determine the appropriate Classification for the job.
- 8.2 The Chairperson of the Joint Job Evaluation Committee shall notify the Legal and Human Resources Department and the Union of the results of 8.1.
- 8.3 The Legal and Human Resources Department shall notify the incumbent(s) of the job and the appropriate Department Head of any changes in Classification resulting from job evaluation.

CITY OF WINDSOR

JOINT JOB EVALUATION RATING MANUAL



MAY 1990

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JOB EVALUATION PLAN	
SKILL	EDUCATION EXPERIENCE INITIATIVE
RESPONSIBILITY	CONSEQUENCE OF ERROR FINANCIAL RESPONSIBILITY RESPONSIBILITY FOR HUMAN RESOURCES RESPONSIBILITY FOR CONTACTS
EFFORT	PHYSICAL DEMAND SENSORY DEMAND
WORKING CONDITIONS	WORKING CONDITIONS

GENERAL NOTE

Where changes have been made in the collective agreement to recognize changes in responsibilities (such as Article 24.02 regarding temporary appointments) or working conditions (such as Article 18 regarding shift premiums), these areas should not be considered for purposes of job evaluation.

1.

FACTOR 1 - EDUCATION

This factor is used to measure the amount of formal vocational education required to undertake the duties of the position. The following characteristics of the work are to be considered in selecting a degree:

- the specialized knowledge necessary for a comprehensive understanding of the work elements involved.
- the minimum formal/vocational education necessary to perform the work.

DEGREE	DEGREE DEFINITION
1	Required education level is completion of secondary school (grade 10) or equivalent. (9-10 years)
2	Required education level is completion of secondary school (grade 12) or equivalent. (11-12 years)
3	Required education level is completion of secondary school (grade 12) or equivalent plus 1 year post secondary training. (13 years)
4	Required education level is completion of secondary school (grade 12) or equivalent plus 2 years post secondary training. (14 years)
5	Required education level is completion of secondary school (grade 12) or equivalent plus 3 years post secondary training. (15 years)
6	Required education level is completion of secondary school (grade 12) or equivalent plus 4 years post secondary training. (16 years)

2.

NOTES TO RATERS - EDUCATION

1. The factor definition characteristic “the minimum formal/vocational education necessary to perform the work elements involved” refers to such things as the coordination capability and supervisory skills required in some positions or the accumulation of knowledge of the work methods and “tricks of the trade”.
2. Select the education level that most appropriately meets the job requirements. Do not consider the educational level of the incumbent or the requirements set out in the job description.
3. The most common source of education is through formal education, such as secondary school, vocational centre, community college, university, etc.
4. Completion of high school means completion of grade 12.
5. Vocational training means a concentrated course of study in a specific field applicable to the work. If the duration of such a course is less than full-time and/or less than one year, then evaluate such training as being “up to one year training”.
6. “Equivalent” means equal to another Province or Country’s educational level or number of years in a classroom setting at the post-secondary level. For example, “Grade 12 or equivalent” can mean Grade 10 and up to 2 years at the Community College level.
7. Classroom time required under an apprenticeship program is to be rated under “Education”. Work experience time required under an apprenticeship program is to be rated under “Experience”.
8. The education factor must be rated before the experience factor.

FACTOR 2 - EXPERIENCE

This factor is used to measure the amount of work experience required to undertake the duties of the position. The following characteristics of the work are to be considered in selecting a degree:

- the application of techniques and procedures that must be learned.
- the minimum amount of practical experience on any related work or work in a lesser position required to competently perform the job.

the period of training or adjustment on the job itself to become competent on the job, without necessarily knowing every facet of the job.

DEGRÉE	DEGREE DEFINITION
1	Up to and including 3 months.
2	Over 3 months and up to and including 6 months.
3	Over 6 months and up to and including 1 year.
4	Over 1 year and up to and including 3 years.
5	Over 3 years and up to and including 5 years.
6	Over 5 years and up to and including 7 years.

4.

NOTES TO RATERS - EXPERIENCE

1. Before this factor is rated, the education factor must be established.
2. Select the experience factor that most appropriately meets the job requirements. Do not consider the experience level of the incumbent or the requirements set out in the job description.
3. The experience required refers only to prior experience which is related to the position being evaluated including true life skills.
4. When evaluating a position on the experience factor, the evaluation should be consistent with the evaluation given under the education factor. Failure to do so could result in double counting.
5. The characteristic “the amount of practical experience an average individual requires to adequately perform the job” refers to the minimum amount of work experience on related work or lesser positions and the breaking-in time or training period on the job itself that is needed to become competent. This minimum experience requirement is normally less than the amount of experience possessed by incumbents, since it refers to the “learning curve” function of experience and not total personal experience.
6. Work experience time required under an apprenticeship program is to be rated under “Experience”. Classroom time required under an apprenticeship program is to be rated under “Education”.

5.

FACTOR 3 - INITIATIVE

This factor is used to measure the requirement of the position to exercise judgement. The following characteristics of the work are to be considered in selecting a degree:

- the extent of methods, procedures or direction that prevails.
- the extent of initiative that may be exercised.

DEGREE	DEGREE DEFINITION
1	<ul style="list-style-type: none">• Tasks are clearly defined.• Little or no latitude exists for exercising initiative. Most problems are referred to the supervisor.
2	<ul style="list-style-type: none">• Assignments are covered by well defined methods and procedures.• Some latitude exists for exercising initiative within established guidelines. Most unusual problems are referred to the supervisor.
3	<ul style="list-style-type: none">• While assignments are covered by established methods and procedures, some initiative is required in adapting these guidelines to obtain the desired end result.• The exercise of initiative is a normal requirement, but is restrained by program objectives. Direction is sought when apparent solutions to problems are not within the intent of established practices.
4	<ul style="list-style-type: none">• Assignments frequently involve changing departmental established methods or procedures or devising new courses of action with the intent of existing programs or legislation.• The exercise of initiative is extensive and is complicated by the need to consult and coordinate action plans. While difficult problems may be discussed with the supervisor, solutions are not normally expected during such discussions.
5	<ul style="list-style-type: none">• Assignments involve development of solutions to diverse and inter-related problems often having conflicting requirements.• The exercise of initiative is extensive and involves complex, far-reaching, and sensitive issues. Consultation with a supervisor concerning difficult problems is not normally possible.

NOTES TO RATERS - INITIATIVE

1. It is important to evaluate the initiative that is permitted within the constraints of the position and not the capability of the incumbent. Initiative is the mandated authority to carry out assignments.
2. When evaluating a position under this factor, the majority of the items of the selected degree must be met. (e.g., a position meets one of the three items in Degree 2 and two of the three items in Degree 3; the position is therefore properly evaluated in Degree 3.)
3. “Adapting”, means the ability to interpret and decide.

7.

FACTOR 4 - CONSEQUENCE OF ERROR

This factor is used to measure the consequence of making errors. The following characteristics of the work is to be considered in selecting a degree:

- the consequence on the organization of making errors in the decision-making process.

DEGREE	DEGREE DEFINITION
1	Incorrect or inappropriate recommendations/decisions/actions have little effect on service to the public and/or financial costs.
2	Incorrect or inappropriate recommendations/decisions/actions have limited consequences on the department such as limited financial costs or limited effect on service to the public.
3	Incorrect or inappropriate recommendations/decisions/actions have obvious consequences on financial costs, adverse client, patient, public relations, reduced service to the public, and requires intervention by senior staff to deal with repercussions.
4	Incorrect or inappropriate recommendations/decisions/actions have serious, usually short-term consequences; significant financial costs; reduced or impaired service to the public; negative media reaction; and requires Department Head or Deputy Head to deal with the repercussions.
5	Incorrect or inappropriate recommendations/decisions/actions have major, frequently long-term consequences; very substantial financial costs; negative media reaction; and requires CAO and/or political debate to deal with the repercussions.

8.

NOTES TO RATERS - CONSEQUENCE OF ERROR

1. In evaluating the consequences of error, consider the frequency of work checks. If an employee's work is checked daily or weekly, an incorrect decision is likely to have little influence on the organization. If work is checked less frequently, e.g., work is subject to monthly audit, there is a possibility that an incorrect decision will have some consequences for the organization.
2. "Decision" is defined as the final determination of a course of action that is to be followed.
3. Formal recommendations made on a regular basis that result in decisions are the same as decisions. Suggestions are not considered to be recommendations.
4. "Service to the public" is any service rendered to an individual, group, or part or all of the general public. The general public shall include taxpayers, residents, and clients.
5. (a) "Little" means
 - an inconvenience
 - having financial consequences of under \$1,000
 - where an incorrect decision can be corrected by the individual or be referred to the supervisor.
- (b) "Limited" means
 - short term creation of work for someone else to correct a situation
 - having financial consequences of \$1,000 to \$5,000
 - where an incorrect decision requires the supervisor to correct it or to provide direction on how to correct it.
- (c) "Obvious" means
 - having financial consequences of \$5,001 to \$10,000
 - where an incorrect decision requires senior staff or outside agency involvement to correct it.
- (d) "Serious" means
 - having financial consequences of \$10,001 to \$50,000
 - where an incorrect decision requires Deputy Department Head or Department Head involvement to correct it.
- (e) "Major" means
 - having financial consequences of over \$50,000
 - where an incorrect decision requires Chief Administrative Officer or political involvement to correct it.
6. The norm for each job and not the exception is to be rated.
7. The need to exercise discretion with regards to sensitive information is to be considered under this Factor.
8. Decisions, not mistakes, are rated.

9.

FACTOR 5 - FINANCIAL RESPONSIBILITY

This factor is used to measure the responsibility of accountability for financial resources. The following characteristics of the work are to be considered in selecting a degree:

- A - the accountability, control and administration for a budget, taking into consideration its magnitude
- B - the responsibility for financial processing; and
- the responsibility for activities that result in making financial commitments.

A. BUDGETARY ACCOUNTABILITY, CONTROL AND ADMINISTRATION

DOLLAR MAGNITUDE	A	B	C	D	E	F
1. None						
2. Up to \$10,000						
3. Up to \$50,000						
4. Up to \$100,000						
5. Up to \$500,000						
6. Up to \$1,000,000						
7. Over \$1,000,000						

- A. No budgetary responsibility.
- B. Responsibility to administer part or all of a departmental budget.
- C. Accountability and/or control of an organizational sub-division of a department budget.
- D. Accountability and/or control of an organization division of a departmental budget.
- E. Accountability and/or control of a budget of a department.
- F. Accountability and/or control and/or responsibility for corporate budgetary matters.

10.

FINANCIAL RESPONSIBILITY

B. FINANCIAL PROCESSING AND COMMITMENT

DEGREE	DEGREE DEFINITION
1	Little or no responsibility for handling or processing cash, financial instruments (i.e., emergency purchase orders, petty cash, occasionally issuing receipts.)
2	Responsibility for processing cash and financial instruments on a daily basis (i.e., reconciling, balancing, checking, signing/issuing receipts).
3	Responsibility under the SHOP system for signing stamp as the authorized signature for accounts payable.
4	Responsibility for signing or initiating requests to make expenditures or recoveries in accordance with detailed written procedures.
5	Responsibility for activities which result in financial commitments made in the absence of detailed written procedures.

11.

NOTES TO RATERS - FINANCIAL RESPONSIBILITY

1. The dollar values indicated are stated in the 1988 budget dollars.
2. “May provide input into the budget” is not rated. To be rated, the incumbent must be required to provide input generally not available elsewhere, as a job responsibility.
3. Accountability and Control for budget purposes, means a position is answerable to a supervisor for making decisions which will ensure expenditures are in concert with budget limits. Financial decisions to re-direct funds from one purpose to another are also indicative.
4. Budget magnitude includes both operational and capital costs and non-budget items.
5. Administration of a budget, is deemed to include data collection for budget preparation, monitoring and tracking of expenditures during the fiscal year, and any coordinating or data reporting activities that may be required during the budget preparation or execution phases.
6. Signing for receipt is only relevant if this action serves as a subsequent basis for payment of a supplier.
7. Financial commitment refers to specific activities directly resulting in financial obligation or costs.
8. Financial Instruments refer to cheques, bonds, T-bills, contracts, requisitions, invoices, purchase orders, vouchers, income statements that result in cheques, violations, food vouchers, and drug cards.
9. “Processing” must equal an accounting function.

12.

FACTOR 6 - RESPONSIBILITY FOR HUMAN RESOURCES

This factor is used to measure the continuing responsibility that the incumbent of the position assumes for the supervision and direction of staff. The following characteristics of the work are to be considered in selecting a degree:

- the nature of supervision given, that is either direct, indirect or functional
- the number of employees supervised.

Occasional supervision, such as that performed during the absence of the supervisor on annual or sick leave is not to be considered.

NATURE OF SUPERVISION		A 0-5	B 6-10	C 11-15	D 16+
1.	The work does not have the requirement to exercise supervision. Occasionally work procedures may be explained to new or inexperienced employees.				
2.	The work requires providing functional supervision to other employees or coordinating/supervising the activities of volunteers.				
3.	The work involves performing such first-line (lead hand) supervisory responsibilities as assigning or explaining work to others, maintaining quality and work output providing functional supervision to others, ensuring work procedures and guidelines are followed. The supervisor also frequently performs duties similar to those of the employees supervised.				
4.	The work involves a continuing responsibility to supervise the activities of others. Non-supervisory duties are of secondary importance. Supervisory duties typically include assigning work, maintaining quality and work output norms, advising, instructing or directing workers, scheduling and coordinating unit activities, and providing functional supervision to others.				
5.	The work involves continuing responsibility to supervise, through subordinate supervisors, the activities of other employees. The work is typified as a full-time supervisor and includes organizing, scheduling, coordinating and may also involve providing functional supervision to employees outside own organizational unit.				
6.	The work includes managing the human resources				

for a major program or organizational unit, through a small number of other employees. Primary concerns include making optimum use of existing person years to achieve program goals, approving proposals to recruit or terminate employees, providing the broad framework for functional supervision to others.				
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13.

NOTES TO RATERS - RESPONSIBILITY FOR HUMAN RESOURCES

1. Employees who are permitted (but not required) to pass work to others, to explain or to elaborate the objective, and to point out errors, are to be assigned to degree A1.
2. To qualify for a higher degree, supervisory responsibilities must be a regular and on-going requirement of the job. Incumbents of positions who perform these supervisory duties on an irregular basis (such as replacing a vacationing or sick supervisor) are to be granted degree A1.
3. The "number supervised" may seasonally fluctuate for some positions. In these cases, the annual person-years supervised should be used (i.e., number of employees x number of months supervised ÷ 12 = person-years supervised).
4. Functional supervision involves giving technician/specialized instruction specifically of a policy or procedural nature or, related to a work project or program, to employees supervised directly and indirectly by someone else. In each case, the person receiving the functional supervision must follow the instructions.
5. Supervisory responsibility refers to City of Windsor employees and volunteers (including Ambassadors of Tourism, Work Activity and Home Support Program participants) only.

14.

FACTOR 7 - RESPONSIBILITY FOR CONTACTS

This factor is used to measure the responsibility for effective handling of personal contacts with other staff, with members of other organizations and with the general public. Consideration should be given to the nature and purpose of such contacts. The following characteristics of the work are to be considered in selecting a degree:

- the purpose of initiating the contact. (A-E)
- the extent to which tact, persuasiveness and negotiating skills are required on a regular basis (skills required) (1-3)

	A	B	C	D	E
	Contact involves the exchange of routine information and are casual and informal in nature.	Purpose is to exchange or discuss existing information in accordance with current policies and procedures, administrative policies and technical practices.	Purpose is to interpret, discuss and or follow up on information of a detailed or specialized nature.	Purpose is to coordinate the action of others and/or obtain necessary cooperation to achieve accomplishment of overall organizational goals and objectives.	Purpose is to influence, persuade, motivate or negotiate with others.
1. Contacts require courtesy					
2. Contacts require communication skills					
3. Contacts require human relation and communications skills					

15.

NOTES TO RATERS - CONTACTS

1. It is important to analyze the purpose of the contact in conjunction with the nature of the contact. The level of the person contacted is relevant to the extent that it serves as check on the nature and purpose of the contact. (i.e., a file clerk might very well provide information to a department head but it is extremely unlikely that this file clerk would be required to explain or follow-up on matters calling for persuasiveness or negotiating skills.)
2. Contacts of a “detailed or specialized nature” are those dealing with a subject area that is complex and typically requires specialized formal training or extensive experience to enable the participants to communicate in a meaningful fashion.
3. Overall organizational goals and objectives may refer to unit, division, department and/or corporation.
4. In the case of letters or reports, credit is given to the individual signing.
5. The purpose of the contact is what is to be rated, not the volume of contacts.
6. “Communication skills” include skills such as oral presentation skills, writing skill (reports, correspondence), listening and observation skills, tact and discretion.
7. “Human Relations skills” include skills such as empathy, sensitivity, understanding of human and organizational behaviour, motivational techniques, and counselling skills.

16.

FACTOR 8 PHYSICAL DEMAND

This factor refers to the physical fatigue that results from performing the duties of the job. The following characteristics of the work are to be considered in selecting a degree:

- the frequency of performing tasks that cause fatigue
- the requirements to assume an uncomfortable or awkward posture
- the requirement to lift, push or pull objects.

DEGREE	DEGREE DEFINITION
1	The work involves occasional light physical activity.
2	The work involves frequent light physical activity or occasional moderate physical activity.
3	The work involves almost continuous light physical activity or frequent moderate physical activity or occasional heavy physical activity.
4	The work involves almost continuous moderate physical activity or frequent heavy physical activity.
5	The work involves almost continuous heavy physical activity.

17.

NOTES TO RATERS - PHYSICAL DEMAND

1. In applying this factor, consider the fatiguing effort of the tasks performed rather than the strength or energy needed to perform the task. Always assume that each job will be carried out by persons of adequate physique for the type of work involved, regardless of sex.
2. Examples of “light physical activity” are: lifting light weight objects up to 20 lbs., standing up to 50% of the work day, typing several times a day totalling one hour or less, and walking over smooth terrain.
3. Examples of “moderate physical activity” are: working in awkward positions or confined spaces, climbing ladders, lifting medium weight objects between 20 - 35 lbs., standing between 50 -75% of the work day, typing, and walking over rough terrain.
4. Examples of “heavy physical activity” are: lifting heavy weight objects over 35 lbs., standing over 75% of the work day.
5. The frequency of physical demands must be related to work on a continuing basis throughout the year:

- | | |
|-------------------|---|
| Occasional | - means once in a while over a period of time, i.e. once in a while on a daily basis or several times daily but not everyday. |
| Frequent | - means often over a period of time such as three or more times daily almost everyday. |
| Almost Continuous | - means that with the exception of coffee and meal breaks, the activity is done over 75 per cent of the day. |

18.

FACTOR 9 - SENSORY DEMAND

This factor refers to the sensory fatigue that results from performing the duties of the job. The following characteristics of the work are to be considered in selecting a degree:

- the frequency of performing tasks that cause sensory fatigue
- the length of time spent on tasks that cause sensory fatigue.

DEGREE	DEGREE DEFINITION
1	The work involves occasional short periods of concentration which result in only normal sensory concentration.
2	The work involves frequent short, or occasional intermediate periods of sensory concentration.
3	The work involves almost continuous short, or frequent intermediate or occasional lengthy periods of sensory concentration.
4	The work involves almost continuous intermediate or frequent lengthy periods of sensory concentration.
5	The work involves almost continuous lengthy periods of sensory concentration.

19.

NOTES TO RATERS - SENSORY DEMAND

1. In evaluating this factor, the fatigue resulting from concentration and intensive visual demand must be determined. To do this analysis, analyze the character of the activities and determine the phases of the work requiring concentration, their duration and frequency.
2. Sensory concentration is the focusing of the mental faculties/eyes on various phases of the work, i.e., the requirement to reason, read, drive, do precision work, counselling, teaching, report writing, etc.
3. The duration of sensory concentration is measured in terms of short (about one hour or less), intermediate (more than one hour but less than two hours) or long (more than two hours) periods of activity which cannot be interrupted.
4. The frequency of short, intermediate or long periods of visual concentration must be related to work on a continuing basis throughout the year.

- | | | |
|----------------------|---|---|
| Occasional | - | means once in a while over a period of time, i.e. once in a while on a daily basis or several times daily but not everyday. |
| Frequent | - | means often over a period of time such as three or more times daily almost everyday. |
| Almost
Continuous | - | means that with the exception of coffee and meal breaks, the activity is continuous almost everyday. |

20.

FACTOR 10 - WORKING CONDITIONS

This factor is used to measure the frequency of exposure to undesirable or disagreeable working conditions under which the work is performed. The following characteristics of the work are to be considered in selecting a degree:

- exposure to such unpleasant or disagreeable conditions as dirt, dust, temperature extremes, fumes, chemicals, obnoxious odours, noise, vibration, inclement weather, pressure, deadlines, poor lighting, interruptions.
- exposure to hazards which present a risk to health or personal safety.

DEGREE	DEGREE DEFINITION
1	The work is performed in an environment with almost no exposure to disagreeable conditions and/or hazards.
2	The work is performed in an environment with occasional exposure to minor disagreeable conditions and/or hazards.
3	The work is performed in an environment with frequent exposure to minor or occasional exposure to major disagreeable conditions and/or hazards.
4	The work is performed in an environment with frequent exposure to major or almost continuous exposure to minor disagreeable conditions and/or hazards.
5	The work is performed in an environment with almost continuous exposure to major disagreeable conditions and/or hazards.

21.

NOTE TO RATERS - WORKING CONDITIONS

1. Typical minor undesirable and disagreeable conditions are as follows:
 - (a) minor conditions of dust, dirt, fumes, heat or cold, obnoxious odours, noise, vibration, inclement weather, pressure, deadlines, poor lighting, interruptions.
 - (b) minor health and accident hazards including the possibility of lost time accidents and/or exposure to infectious diseases.
 - (c) exposure to behaviorally difficult clients/residents, including dealing with complaints/threats on a regular basis.
 - (d) minor cuts, burns, bruises, etc. Injury causes slight discomfort for a short period of time, little inconvenience to work, and requires at most a simple protective dressing.
2. Typical major undesirable and disagreeable conditions are as follows:
 - (a) extreme conditions of dust, dirt, fumes, heat or cold, noise, vibration, inclement weather, pressure, deadlines, poor lighting, interruptions.
 - (b) health and accident hazards of a serious nature involving lost time or which may result in partial or permanent disability.
 - (c) exposure to violence.
 - (d) severe cuts, burns, bruises, other serious injury. Injury extends beyond the day of occurrence, necessitates change in work pattern, requires medical attention, and involves lost time.
3. Consider only those conditions which are inherent in the nature of the work. Do not consider extreme situations, that is, where the risk of a specific accident or situation occurring is unlikely.
4. The frequency of exposure to undesirable working conditions must be related to work on a continuing basis throughout the year:

Occasional	-	means once in a while over a period of time, i.e. once in a while on a daily basis or several times daily but not everyday.
Frequent	-	means often over a period of time such as several times daily almost everyday.
Almost Continuous	-	means that with the exception of coffee and meal breaks, the activity is continuous almost everyday
5. Minor - means annoying but doesn't affect the performance of the job.
Major - means performance is affected by the conditions.
6. When considering obnoxious odours, only situations where the incumbent is directly exposed to the cause of the odour should be included.
7. The norm and not the extreme is rated.

MANUAL OF PROCEDURES

SCHEDULE 2

JOB EVALUATION FACTORS AND WEIGHTS

The following are the Factors utilized for job evaluation purposes, along with their corresponding Factor Weights:

	FACTOR	FACTOR WEIGHTS (%)
SKILL	EDUCATION	15
	EXPERIENCE	15
	INITIATIVE	10
RESPONSIBILITY	CONSEQUENCE OF ERROR	10
	FINANCIAL RESPONSIBILITY	
	A. Budgetary Accountability, Control & Administration	3
	B. Financial Processing & Commitment	3
	RESPONSIBILITY FOR HUMAN RESOURCES	6
EFFORT	CONTACTS	13
	PHYSICAL DEMAND	9
	SENSORY DEMAND	8
WORKING CONDITIONS	WORKING CONDITIONS	8
	Total	100

MANUAL OF PROCEDURES

SCHEDULE 3

JOB EVALUATION FACTOR DEGREE POINTS

FACTOR	DEGREE/POINTS							
EDUCATION	Degree	<u>1</u> 25	<u>2</u> 50	<u>3</u> 75	<u>4</u> 100	<u>5</u> 125	<u>6</u> 150	
EXPERIENCE	Degree	<u>1</u> 25	<u>2</u> 50	<u>3</u> 75	<u>4</u> 100	<u>5</u> 125	<u>6</u> 150	
INITIATIVE	Degree	<u>1</u> 20	<u>2</u> 40	<u>3</u> 60	<u>4</u> 80	<u>5</u> 100		
CONSEQUENCE OF ERROR	Degree	<u>1</u> 20	<u>2</u> 40	<u>3</u> 60	<u>4</u> 80	<u>5</u> 100		
FINANCIAL RESPONSIBILITY	Degree	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
A. Budgetary Accountability, Control & Administration	<u>A</u>	5	7	9	11	13	15	18
	<u>B</u>	7	9	11	14	16	18	20
	<u>C</u>	10	12	14	16	18	20	23
	<u>D</u>	12	14	16	19	21	23	25
	<u>E</u>	15	17	19	21	23	25	28
	<u>F</u>	17	19	21	24	26	28	30
FINANCIAL RESPONSIBILITY	Degree	<u>1</u> 6	<u>2</u> 12	<u>3</u> 18	<u>4</u> 24	<u>5</u> 30		
B. Financial Responsibility and Commitment								
RESPONSIBILITY FOR HUMAN RESOURCES	Degree	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	
	<u>A</u>	12	19	26	33	40	47	
	<u>B</u>	16	23	30	37	44	51	
	<u>C</u>	21	28	35	42	49	56	
	<u>D</u>	25	32	39	46	53	60	
CONTACTS	Degree	<u>1</u>	<u>2</u>	<u>3</u>				
	<u>A</u>	35	56	78				
	<u>B</u>	48	69	91				
	<u>C</u>	61	82	104				
	<u>D</u>	74	95	117				
	<u>E</u>	87	108	130				
PHYSICAL DEMAND	Degree	<u>1</u> 18	<u>2</u> 36	<u>3</u> 54	<u>4</u> 72	<u>5</u> 90		
SENSORY DEMAND	Degree	<u>1</u> 16	<u>2</u> 32	<u>3</u> 48	<u>4</u> 64	<u>5</u> 80		
WORKING CONDITIONS	Degree	<u>1</u> 16	<u>2</u> 32	<u>3</u> 48	<u>4</u> 64	<u>5</u> 80		

MANUAL OF PROCEDURES

SCHEDULE 4

JOB EVALUATION CLASSIFICATIONS

<u>CLASSIFICATION</u>	POINTS
1	Up to 235
2	236 - 265
3	266 - 295
4	296 - 325
5	326 - 355
6	356 - 385
7	386 - 415
8	416 - 445
9	446 - 475
10	476 - 505
11	506 - 535
12	536 - 565
13	566 - 595
14	596 - 625
15	626 - 655
16	Above 655

Effective January 1, 1997, change to read:

16	656 - 685
17	Above 685

Effective January 1, 1998, change to read:

17	686 - 715
18	Above 715

Schedule "E-1"

2017 Schedule of Rates for Recreation Staff

<u>JOB CODE</u>	<u>CLASS CODE</u>	<u>GRADE 001</u>	<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
REC030	HS10	Guide (title change from Hostess/Guide eff 03-06-2017)	Parks & Recreation	44.00	Annual	37,454.56	37,523.20	39,948.48
					Biweekly	1,440.56	1,443.20	1,536.48
					Hourly	16.37	16.40	17.46
RFC002	CK10	Checker	Parks & Recreation	44.00	Annual	37,454.56	37,523.20	39,948.48
					Biweekly	1,440.56	1,443.20	1,536.48
					Hourly	16.37	16.40	17.46
		<u>GRADE 002</u>						
REC027	RP10	Recreation Program Instructor	Parks & Recreation	44.00	Annual	37,454.56	38,278.24	41,435.68
					Biweekly	1,440.56	1,472.24	1,593.68
					Hourly	16.37	16.73	18.11
		<u>GRADE 003</u>						
REC029	FA 0	Facility Attendant	Parks & Recreation	44.00	Annual	37,454.56	39,010.40	42,945.76
					Biweekly	1,440.56	1,500.40	1,651.76
					Hourly	16.37	17.05	18.77
REC024	LG10	Lifeguard	Parks & Recreation	44.00	Annual	37,454.56	39,010.40	42,945.76
REC013	MA10	Marina Attendant	Parks & Recreation		Biweekly	1,440.56	1,500.40	1,651.76
					Hourly	16.37	17.05	18.77
		<u>GRADE 004</u>						
REC012	A110	Aquatics Instructor	Parks & Recreation	44.00	Annual	37,454.56	39,879.84	44,638.88
					Biweekly	1,440.56	1,533.84	1,716.88
					Hourly	16.37	17.43	19.51
		<u>GRADE 005</u>						

Schedule "E-1"
2017 Schedule of Rates for Recreation Staff

REC023	MC10	Marina Coordinator	Parks & Recreation	44.00	Annual	37,454.56	40,703.52	46,332.00
REC028	PC10	Program Coordinator	Parks & Recreation		Biweekly	1,440.56	1,565.52	1,782.00
					Hourly	16.37	17.79	20.25
		<u>GRADE 006</u>						
REC026	PD10	Program Development Supervisor	Parks & Recreation	44.00	Annual	37,454.56	41,527.20	47,956.48
					Biweekly	1,440.56	1,597.20	1,844.48
					Hourly	16.37	18.15	20.96
REC003	AS10	Aquatics Area Supervisor	Parks & Recreation	44.00	Annual	37,454.56	41,527.20	47,956.48
REC014	PS10	Pool Supervisor	Parks & Recreation		Biweekly	1,440.56	1,597.20	1,844.48
					Hourly	16.37	18.15	20.96

Note: All employees will progress through the grid based on years of service whereby each two years of employment from start date will entitle an employee to move up one step in the grid until they achieve the level three job rate. All employees employed on or before 31 December 2012 shall receive the level two job rate.

	JOB CODE	CLASS CODE	GRADE 001	DEPARTMENT	HRS/WK PAY FREQ		STEP 1	STEP 2	STEP 3
	REC030	TS10	Guide	Parks & Recreation	44.00	Annual Biweekly Hourly	37,912.16 1,458.16 16.57	38,003.68 1,461.68 16.61	40,451.84 1,555.84 17.68
	REC002	CK10	Checker	Parks & Recreation	44.00	Annual Biweekly Hourly	37,912.16 1,458.16 16.57	38,003.68 1,461.68 16.61	40,451.84 1,555.84 17.68
			<u>GRADE 002</u>						
	REC027	RP10	Recreation Program Instructor	Parks & Recreation	44.00	Annual Biweekly Hourly	37,912.16 1,458.16 16.57	38,758.72 1,490.72 16.94	41,961.92 1,613.92 18.34
			<u>GRADE 003</u>						
156	REC029	FA10	Facility Attendant	Parks & Recreation	44.00	Annual Biweekly Hourly	37,912.16 1,458.16 16.57	39,490.88 1,518.88 17.26	43,472.00 1,672.00 19.00
	REC024	LG10	Lifeguard	Parks & Recreation	44.00	Annual	37,912.16	39,490.88	43,472.00
	REC013	MA10	Marina Attendant	Parks & Recreation		Biweekly Hourly	1,458.16 16.57	1,518.88 17.26	1,672.00 19.00
			<u>GRADE 004</u>						
	REC017	AI10	Aquatics Instructor	Parks & Recreation	44.00	Annual Biweekly Hourly	37,912.16 1,458.16 16.57	40,383.20 1,553.20 17.65	45,188.00 1,738.00 19.75
			<u>GRADE 005</u>						

Schedule "E-1"
2018 Schedule of Rates for Recreation Staff

REC023	MC10	Marina Coordinator	Parks & Recreation	44.00	Annual	37,912.16	41,206.88	46,904.00
REC028	PC10	Program Coordinator	Parks & Recreation		Biweekly	1,458.16	1,584.88	1,804.00
					Hourly	16.57	8.01	20.50
<u>GRADE 006</u>								
REC026	PD10	Program Development Supervisor	Parks & Recreation	44.00	Annual	37,912.16	42,053.44	48,551.36
					Biweekly	1,458.16	1,617.44	1,867.36
					Hourly	16.57	18.38	21.22
REC003	AS10	Aquatics Area Supervisor	Parks & Recreation	44.00	Annual	37,912.16	42,053.44	48,551.36
REC014	PS10	Pool Supervisor	Parks & Recreation		Biweekly	1,458.16	1,617.44	1,867.36
					Hourly	16.57	18.38	21.22

Note: All employees will progress through the grid based on years of service whereby each two years of employment from start date will entitle an employee to move up one step in the grid until they achieve the level three job rate. All employees employed on or before 31 December 2012 shall receive the level two job rate.

Schedule "E-1"
2019 Schedule of Rates for Recreation Staff

Court File No./N° du dossier du greffe : CV-22-00684908-0000

	JOB CODE	CLASS CODE	GRADE 001	DEPARTMENT	HRS/WK PAY FREQ		STEP 1	STEP 2	STEP 3
	REC030	HS10	Guide	Parks & Recreation	44.00	Annual Biweekly Hourly	38,392.64 1,476.64 16.78	38,484.16 1,480.16 16.82	40,955.20 1,575.20 17.90
	REC002	CK10	Checker	Parks & Recreation	44.00	Annual Biweekly Hourly	38,392.64 1,476.64 16.78	38,484.16 1,480.16 16.82	40,955.20 1,575.20 17.90
			<u>GRADE 002</u>						
	REC027	RP10	Recreation Program Instructor	Parks & Recreation	44.00	Annual Biweekly Hourly	38,392.64 1,476.64 16.78	39,239.20 1,509.20 17.15	42,488.16 1,634.16 18.57
			<u>GRADE 003</u>						
158	REC029	FA10	Facility Attendant	Parks & Recreation	44.00	Annual Biweekly Hourly	38,392.64 1,476.64 16.78	39,994.24 1,538.24 17.48	44,021.12 1,693.12 19.24
	RFC024	LG10	Lifeguard	Parks & Recreation	44.00	Annual	38,392.64	39,994.24	44,021.12
	REC013	MA10	Marina Attendant	Parks & Recreation		Biweekly Hourly	1,476.64 16.78	1,538.24 17.48	1,693.12 19.24
			<u>GRADE 004</u>						
	REC012	AI10	Aquatics Instructor	Parks & Recreation	44.00	Annual Biweekly Hourly	38,392.64 1,476.64 16.78	40,886.56 1,572.56 17.87	45,769.00 1,769.00 20.00
			<u>GRADE 005</u>						

REC023	MC10	Marina Coordinator	Parks & Recreation	44.00	Annual	38,392.64	41,733.12	47,498.88
REC028	PC10	Program Coordinator	Parks & Recreation		Biweekly	1,476.64	1,605.12	1,826.88
					Hourly	16.78	18.24	20.76
<u>GRADE 006</u>								
REC026	PD10	Program Development Supervisor	Parks & Recreation	44.00	Annual	38,392.64	42,579.68	49,169.12
					Biweekly	1,476.64	1,637.68	1,891.12
					Hourly	16.78	18.61	21.49
REC003	AS10	Aquatics Area Supervisor	Parks & Recreation	44.00	Annual	38,392.64	42,579.68	49,169.12
REC014	PS10	Pool Supervisor	Parks & Recreation		Biweekly	1,476.64	1,637.68	1,891.12
					Hourly	16.78	18.61	21.49

Note: All employees will progress through the grid based on years of service whereby each two years of employment from start date will entitle an employee to move up one step in the grid until they achieve the level three job rate. All employees employed on or before 31 December 2012 shall receive the level two job rate.

JOB CODE	CLASS CODE	GRADE 001	DEPARTMENT	HRS/WK	PAY FREQ	STEP 1	STEP 2	STEP 3
REC030	HS10	Guide	Parks & Recreation	44.00	Annual Biweekly Hourly	38,873.12 1,495.12 16.99	38,964.64 1,498.64 17.03	41,458.56 1,594.56 18.12
REC002	CK10	Checker	Parks & Recreation	44.00	Annual Biweekly Hourly	38,873.12 1,495.12 16.99	38,964.64 1,498.64 17.03	41,458.56 1,594.56 18.12
		GRADE 002						
REC027	RP10	Recreation Program Instructor	Parks & Recreation	44.00	Annual Biweekly Hourly	38,873.12 1,495.12 16.99	39,719.68 1,527.68 17.36	43,014.40 1,654.40 18.80
		GRADE 003						
160 REC029	FA10	Facility Attendant	Parks & Recreation	44.00	Annual Biweekly Hourly	38,873.12 1,495.12 16.99	40,497.60 1,557.60 17.70	44,570.24 1,714.24 19.48
REC024	LG10	Lifeguard	Parks & Recreation	44.00	Annual	38,873.12	40,497.60	44,570.24
REC013	MA10	Marina Attendant	Parks & Recreation		Biweekly Hourly	1,495.12 16.99	1,557.60 17.70	1,714.24 19.48
		GRADE 004						
REC012	AI10	Aquatics Instructor	Parks & Recreation	44.00	Annual Biweekly Hourly	38,873.12 1,495.12 16.99	41,389.92 1,591.92 18.09	46,332.00 1,782.00 20.25
		GRADE 005						

<u>JOB CODE</u>	<u>CLASS CODE</u>		<u>DEPARTMENT</u>	<u>HRS/WK</u>	<u>PAY FREQ</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
REC023	MC10	Marina Coordinator	Parks & Recreation	44.00	Annual	38,873.12	42,259.36	48,093.76
REC028	PC10	Program Coordinator	Parks & Recreation		Biweekly	1,495.12	1,625.36	1,849.76
					Hourly	16.99	18.47	21.02
		<u>GRADE 006</u>						
REC026	PD10	Program Development Supervisor	Parks & Recreation	44.00	Annual	38,873.12	43,105.92	49,786.88
					Biweekly	1,495.12	1,657.92	1,914.88
					Hourly	16.99	18.84	21.76
REC003	AS10	Aquatics Area Supervisor	Parks & Recreation	44.00	Annual	38,873.12	43,105.92	49,786.88
REC014	PS10	Pool Supervisor	Parks & Recreation		Biweekly	1,495.12	1,657.92	1,914.88
					Hourly	16.99	18.84	21.76

Note: All employees will progress through the grid based on years of service whereby each two years of employment from start date will entitle an employee to move up one step in the grid until they achieve the level three job rate. All employees employed on or before 31 December 2012 shall receive the level two job rate.

SCHEDULE "F"
ASSUMING CAPPING AS OF JANUARY 1, 1986

Example - Gratuity Cap January 1, 1986

- Employee A** has on January 1, 1986, 400 days in his/her sick leave bank and therefore has the maximum possible number of days in the sick leave gratuity of 30 days.
- if he/she uses 100 days in 1986, he/she will have at the end of 1986 been credited with 18 days sick leave to the sick leave bank but also suffered a deduction of 100 days from the bank for a sick leave bank total of 318 days ($400 + 18 - 100$).
 - the employee's gratuity does not change 130 days.
- Employee B** has on January 1, 1986, 100 days in the sick leave bank and therefore has a gratuity of 50 days.
- if the employee in 1986 uses no sick days, his/her sick leave bank grows to 118 days his/her gratuity however remains at 50 days. (Under the present system one-half of the credited days (9) would be added to the gratuity bank for a total of 59).
 - the sick leave bank continues to grow in order to protect the employee in the event of illness.
- Employee C** January, 1986
- has 200 days in the sick leave bank as of January 1, 1986 and therefore has a gratuity of 100 days ($1/2$ of 200, to a maximum of 130 days).
 - If the employee suffers a long term illness of 30 days in 1986, he/she would at the end of 1986 have in his/her sick leave bank 188 days ($200 + 18 - 30$). (Please note that an employee who is on sick leave is still credited with one and half days per month sick leave even if absent for the whole month on sick leave.)
 - therefore, since the sick leave bank has now been reduced from 200 to 188, the sick leave gratuity reduces to 94 days ($1/2$ of 188) as of December 31, 1986.
- However
- Employee C who does suffer the reduction from 100 days to 94 days in 1986 will be allowed to increase his/her gratuity back to the capped limit of 100 days by increasing his/her sick leave bank.
 - Therefore, if employee C, after reducing his/her gratuity to 94 days (as above) increases his/her sick leave bank from 188 to say 206 ($188 + 18$) in 1987, his/her gratuity will return to the previous capped level of 100.
- If Employee C in 1987 credits 10 days to his/her sick leave bank (18 8 days ill in 1987), he/she therefore has 198 days in his/her sick leave bank at December 31, 1987, and therefore 99 days in the sick leave gratuity; similarly the 99 days could be increased or decreased in subsequent years to the gratuity cap of 100).

SCHEDULE "G"

EXAMPLES OF WAGE ADJUSTMENT BASED ON CONSUMER PRICE INDEX

Example #1

Assume Hourly Rate of \$15.00

January 1, 2005 - apply 3.0%	\$15.45
January 1, 2006 - apply 3.0%	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 - apply 3.0%	\$16.88

On March 1, 2007

Assume Consumer Price Index (Canada) rise of 5.8% from December 31, 2005 to December 31, 2006.

Deduct 5.5% from 5.8% = 0.3%

- Apply 0.3% to 2006 rate of \$15.91 for a rate of \$15.96
- Then apply 2007 rate increase of 3.0% for a January 1, 2007 rate of \$16.44
- Then retroactively pay to January 1, 2007 only based on the \$16.93 rate minus pay already received at \$16.39

Consumer Price Index - is % change December 31, 2006 to December 31, 2007

Example #2

Assume Hourly Rate of \$15.00

January 1, 2005 - apply 3.0%	\$15.45
January 1, 2006 - apply 3.0%	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 - apply 3.0%	\$16.88

On March 1, 2007

Assume Consumer Price Index (Canada) of 7.0% - since there is 6.0% cap on the Consumer Price Index rise - 5.5% is deducted from 6.0% to equal 0.5%.

- Apply 0.5% to 2006 rate of \$15.91 for a rate of \$15.99
- Then apply 2007 rate increase of 3.0% for a January 1, 2007 rate of \$16.47
- Then retroactively pay to January 1, 2007 only based on the \$16.47 rate minus pay already received at \$16.39

Example #3

Assume Hourly Rate of \$15.00

January 1, 2005 - apply 3.0%	\$15.45
January 1, 2006 - apply 3.0%	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 - apply 3.0%	\$16.88

On March 1, 2007

Assume Consumer Price Index (Canada) of 3.5% - since Price Index rise is less than 5.5% there is no adjustment.

LETTER OF INTENT

Effective March 1, 2002, any and all employees parking in City-owned parking lots and facilities or parking spaces controlled by the Corporation of the City of Windsor, all as set out in "Schedule H", shall pay a monthly parking fee plus tax as follows:

Effective March 1, 2002	\$10.00 per month plus tax
Effective January 1, 2003	- \$ 15.00 per month plus tax
Effective January 1, 2004	- \$ 20.00 per month plus tax
Effective April 1, 2017	- \$ 25.00 per month plus tax
Effective April 1, 2018	- \$ 30.00 per month plus tax

Such payment shall be made by payroll deduction.

Dated this 28th day of October, 2002.

(George Wilkki)
Commissioner of Legal & Human Resources

(Mark McArthur)
President CUPE Local 543

Note that "Schedule II" is as amended 2002-09-18 as attached.

Signed (Mark McArthur) 28/10/02.

Effective January 1, 2013, the Corporation will follow the applicable legislation and guidelines from Canada Revenue Agency and, where appropriate in accordance with the noted legislation and guidelines, a taxable benefit will be assessed to the impacted employees.

SCHEDULE "H"

Lot 10 (City Hall Gated Lot)

Lot 11 (Arena Lot)

Lot 17 (City Hall Pay and Display Lot)

Lot 22 (University/Bruce Lot)

Lot 23 (Caron Ave. Lot)

Lot 31 (Glengarry Pool Lot)

Garage #1 (Place Goyeau Garage)

Garage # 2 (Park/Pelissier Garage)

Mady Garage (Wyandotte St. East at Dufferin Street)

Westcourt Garage (Westcourt Building)

500 Ouellette Avenue (Deck or Underground Spaces)

Amended
2002-09-18

Signed (Mark McArthur)
Signed (Mike Virga)

28/10/02
29/10/02

SCHEDULE "I"

July 27, 2009

WITHOUT PREJUDICE OR PRECEDENT

Mr. Mark Vander Voort
Recording Secretary
CUPE Local 543
1576 Parent Avenue
Windsor, Ontario N8X 4J7

ATTENTION: Jean Fox, President

Dear Mark:

**RE: HOUSING & CHILDREN'S SERVICES - SPLIT SHIFTS FOR REGULAR
PART-TIME AND TEMPORARY PART-TIME EARLY CHILDHOOD
EDUCATORS**

The Corporation wishes to return to the offering of multiple shifts (split shifts) to the Regular Part-Time (RPT) Early Childhood Educators (ECE's), and the Temporary Part-Time (TPT) ECE's. These ECE's would be allowed to work up to 7.5 non-consecutive hours in any given day at any Ontario Early Years Centre, or multiple Centres, should they choose to do so.

Currently, RPT and TPT ECE's who commit to working a steady short shift (i.e. 3 hours in an after school program) are penalized by not permitting them to accept additional hours of work unless it follows or precedes the additional shift offered. Many ECE's who are TPT's also work at other organizations in an effort to increase their income and gain further experience in the field.

The offer of multiple shifts has been requested by the RPT and TPT ECE's, and would be of benefit to them. It would also serve as a benefit to children and families using services to have consistent, regular caregivers.

- Additional shifts (split shifts) not to exceed a 7.5 hour day may be offered to Regular Part-Time ECE's and Temporary Part-Time ECE's.
- The above mentioned ECE's may seek working additional shifts (not to exceed 7.5 hours per day) should the need arise at a particular Centre.

This Memorandum of Agreement is made Without Prejudice or Precedent. The terms and conditions of this Memorandum of Agreement are not admissible in any other proceeding, arbitration case, or hearing.

Please review and if agreeable, please sign below in the spaces provided. If you have any questions or concerns, feel free to contact the Manager of Employee Relations & Occupational Health & Safety Services at (519) 255-6515 Ext. 6819.

**RE: HOUSING & CHILDREN'S SERVICES - SPLIT SHIFTS FOR REGULAR
PART-TIME AND TEMPORARY PART-TIME EARLY CHILDHOOD
EDUCATORS**

Respectfully,

Vincenza Mihalo

Vincenza Mihalo
Executive Director of Human Resources

JL: cb

pc: Executive Director of Housing & Children's Services
Manager of Employment Services
Manager of Employee Relations & Occupational Health & Safety Services
Supervisor of Payroll

CONCUR

Dated this 7th day of September, 2011.

FOR THE CORPORATION

FOR THE UNION

(Debbie Cercone)
Executive Director of Housing & Children's Services

(Jean Fox)
President, CUPE Local 543

(Vincenza Mihalo)
Executive Director of Human Resources

(Jessie Simonetti)
Recording Secretary, CUPE Local 543



SCHEDULE "J"

UNION TIME OFF REQUEST
CUPE LOCAL 543
CUPE LOCAL 87

Leave from work for Union business must be accredited for by completing the applicable section below, obtaining prior approval from your manager/supervisor and signing in the spaces provided. The time requested shall be reviewed by the Executive Director of Human Resources or designee for final approval.

A. LEAVE REQUEST AND AUTHORIZATION

Date Time Off Requested: _____ Date Request Submitted: _____
 Name: _____ Emp. # _____ Dept: _____
 Employee Signature: _____ Date: _____
 Manager/Supervisor Signature: _____ Date: _____

B. MANAGEMENT MEETINGS AND COMMITTEE MEETINGS (Bank Hours)

Local 543 (Article 8.04 (b) – Bank Hours) – Maximum of 160 Hours per 7 Week Pay Period

Local 82 (Article 8.09 (b) – Bank Hours) – Maximum of 80 Hours per 2 Week Pay Period

Actual Hours	PS Abs Code		
_____	(201)	Grievance Hearing - Gr # _____	
_____	(202)	Arbitration Hearing - Gr # _____	
_____	(203)	Meeting Requested by the Union _____	(Department)
_____	(204)	Discipline _____	(Department)
_____	(205)	Other Union Business _____	(Department)
_____	(206)	Attendance Management Meeting (Local 543) _____	(i.e. WSTB, Dec, Non-Dec, Ergo, etc.)
_____	(207)	OLRB	
_____	(208)	Buyping	

C. MANAGEMENT MEETINGS AND COMMITTEE MEETINGS (Exclusions)

Note: For Health and Safety use Corporate Health and Safety Time Release Form

Actual Hours	PS Abs Code	
_____	(120)	Steward to investigate process grievances (LS43-8.04(a) L81-8.09(a)) and including attending Discipline (Article 10.01) Re: _____
_____	(121)	Steward - Grievance Hearing - Gr # _____
_____	(122)	Arbitration Hearing - Gr # _____
_____	(123)	Meeting Requested by Management _____ (Department)
_____	(124)	Executive Board Meeting (up to 3 hrs)
_____	(125)	WSIB (Local 82 - Article 8.09(v)) _____ (Department)
_____	(126)	JTE Committee Meeting
_____	(127)	EFAP Committee Meeting
_____	(128)	Huron Lodge Scheduling Committee (Local 543)
_____	(129)	Other agreed to Committee: _____ (i.e. Labour/Management Committee)
_____	(130)	Attendance at Hearing by Griever

D. OTHER

Actual Hours	PS Abs Code	
_____	(240)	Negotiations (Article 8.01)
_____	(241)	Union Funeral (Article 19.02(ii))
_____	(342)	Seminars or Conventions (Article 19.01)
_____	(250)	Recoverable from Union (Article 8.10)
Executive Authorization: _____		

(See Articles 8.10 and 19.01)

E. HUMAN RESOURCES AUTHORIZATION

☐ Approved ☒ Denied

Notes:

Signature: _____
Executive Director of Human Resources or Designate

Date: _____

SCHEDULE "X"

(forming part of the Collective Agreement)

The following Promissory Note shall be issued to each eligible employee in his or her personal capacity and upon such issuance, all such promissory notes shall also form part of this Collective Agreement

Promissory Note

To: <Insert Name of Employee> (the employee)

FOR VALUE RECEIVED subject to the eligibility requirements for post retirement benefits for employees of the undersigned applicable as the date hereof, upon the retirement of the Employee, either by reaching normal retirement age or by reason of being unable to discharge his or her duties efficiently because of illness or other incapacity, the undersigned agrees to provide post retirement benefits to the Employee, and his or her eligible spouse and eligible dependant children, in accordance with by-law Number 6342 as amended by By-law 7732 and by-law 8133 passed by the undersigned on September 24, 1979.

For clarity, it is the intention of this note to permanently enshrine the rights of the Employee, and his or her eligible spouse and eligible dependent children, to be eligible for post retirement benefits for life provided they qualify for same. It is agreed that this document forms part of the Collective Agreement and shall be enforceable on its terms both within the Collective Agreement by the Union and by each of the individuals to whom it applies in their personal capacity in a civil court. It is expressly intended that this Schedule shall be automatically renewed with each successive Collective Agreement and form part of such Collective Agreement. Further, in the event of any expiry of any Collective Agreement to which this Schedule is attached, this Schedule shall continue to be enforceable in the interim period until the next Collective Agreement is in place. Further, this note is also being provided independently of the terms and conditions of any applicable collective agreement binding on the undersigned and will continue in full force and effect notwithstanding the following:

- i) The amendment of the applicable terms and conditions of the collective agreement between the undersigned and the Canadian Union of Public Employees and its Local 82;**
- ii) The merger of the Corporation of the City of Windsor with any other municipality (including, but not limited to, the creation of a "Regional Government") that includes some or all of the undersigned;**

- iii) The dissolution or any other re-organization of the Corporation of the City of Windsor at its own doing or by any act of the provincial legislature
- iv) The merger of the Canadian Union of Public Employees and/or Local 82 with any other union and/or one or more Canadian Union of Public Employees locals;
- v) The repeal or amendment of By-Law Number 6342;

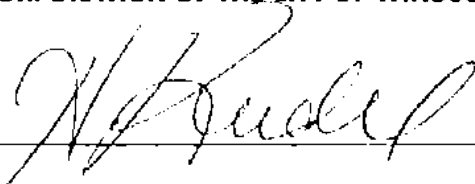
For clarity, this note can only be cancelled or amended with the express written consent of the Corporation, and the Canadian Union of Public Employees, Local 82 (and/or legal successors to each of these three entities) and with the express written consent of the Employee (or their individual personal representatives) and/or the eligible spouse and eligible dependents of the Employee (or their respective Individual personal representatives).

This Schedule and the Promissory Note shall be made the subject of its own City of Windsor bylaw, duly passed, authorizing the Corporation to enter into these separate promissory notes and incorporating the terms herein that bind the Corporation to all of the terms herein.

THE CORPORATION OF THE CITY OF WINDSOR


Date: _____

By:


Helga Reidel, Chief Administrative Officer

Date: _____

By:


Valerie Critchley, City Clerk

BY-LAW NUMBER 980

(as amended - for amending By-laws see last page)

**A BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR
EMPLOYEES OF THE CORPORATION**

Passed the 1st day of April, 1952

WHEREAS it is deemed expedient to establish a plan of sick leave credit gratuities for the employees of The Corporation of the City of Windsor;

THEREFORE the Municipal Council of The Corporation of the City of Windsor enacts as follows -

1. In this by-law -

(a) "Employee" means any salaried officer, clerk, workman, servant or other person in the employ of The Corporation of the City of Windsor, and unless otherwise provided herein, shall include a temporary employee who has been employed continuously on a full-time basis for not less than six (6) months, if such temporary employee has submitted a medical examination report satisfactory to the Corporation. (added B/L 2294)

(b) "Month" shall mean a calendar month

(c) "Regular attendance" means for any month the attendance of an employee at his duties on the days during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or who is absent for more than six (6) days for any reason other than vacation leave of absence or attendance, with the permission of Council, at any meeting or convention of any organization or association with which any Union which has a collective agreement with the Corporation is affiliated. (amended - B/L 1913)

(d) "Sick leave certificate" means a certificate, Form "A" attached to and forming part of this by-law, verifying a claim for sick leave.

(e) "Sick leave absence" means absence from regular attendance by sickness or other physical incapacity.

(f) "Sick leave credit" means an allowance as provided by this by-law for sick leave absence with pay.

(g) "Council" means the Council of The Corporation of the City of Windsor.

2. (a) A plan of sick leave credit gratuities is hereby established for every employee, and subject to the control of Council, the conduct and management of the plan shall be vested in the Treasurer, or such other employee of the Corporation as the Council by resolution may designate, from time to time.

(b) The Treasurer shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the Treasurer of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.

(c) The Treasurer shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.

3. (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than 1 ½ days per month, and the sick leave credit of an employee shall be cumulative.

Effective January 1, 2013, each eligible Regular Full Time employee shall be entitled to a sick leave credit of three-quarter (3/4) days per month and the sick leave credits of each eligible Regular Full Time employee shall be capped at a maximum of one hundred and thirty (130) days. Those Regular Full Time employees with one hundred and thirty (130) days or more on January 1, 2013 shall not accumulate three-quarter (3/4) days per month until such time as their sick leave credits are one hundred and twenty-nine (129) days or less, after which the Regular Full Time employee shall accumulate three-quarters (3/4) day per month to a maximum of one hundred and thirty (130) sick leave days.

(aa) Each employee excepting those employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation, provided that where the Collective Agreement provides for a probationary period of more than three (3) months, such sick leave credits shall not be available for the use of the employee until the employee has completed such probationary period or six (6) months, whichever is earlier, and thereafter the employee shall be credited with one and one-half (1 ½) days' sick leave credits retroactive to the first day of the calendar month following three (3) months of continuous service for each and every month thereafter. (Amended B/L 6333)

(b) Where an employee has been employed for more than three years, he may, subject to the approval of the City Manager, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may

become entitled. The decision of the City Manager disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall not apply to a temporary employee. (Amended - B/L 4053)

(bb) Employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation. (Amended by B/L 6333)

(c) Where an employee is absent due to an accident and is in receipt of Workmen's Compensation and the municipality makes up the twenty-five percent (25%) difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each day's absence. (Amended by By-law 1913).

(d) Where an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with any disability sustained by such employee as a result of military service, and the Municipality makes up the difference between the employee's normal salary or wages for such period of absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veterans Affairs while attending at such hospital, his sick leave credit, if any, shall be debited with the period of time determined by the ratio that the Municipality's supplemental payment bears to the employee's normal salary or wages for the period of absence. This paragraph shall not apply to a temporary employee. (B/L's 1165 & 2294).

(e) If an employee is absent from work for any period of time during which he is entitled to receive sick leave payments or is awarded compensation under The Workmen's Compensation Act, his normal accumulation of sick leave shall not be interrupted by reason of such absence. (Added B/L 4053)

(f) Where an employee is on layoff, he is entitled to receive sick leave payments, as provided for in this by-law, for a maximum of fifteen (15) weeks for the period of his illness, or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that the absence began more than two months prior to the layoff and that no notice of layoff had been given prior to the commencement of the absence, provided that during the period of illness, the employee shall provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness. (Amended B/L 6333)

(g) Where an illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury for a maximum of fifteen (15) weeks or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that during the period of sickness or injury an employee shall be required to provide the

Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness or injury. (Amended B/L 6333)

4. (a) An employee shall report his illness to his immediate superior during the first day on which such employee is absent from his work, and **no later than one (1) hour prior to the commencement of their shift.**

(b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Treasurer, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable.

(c) The sick leave certificate, supported by a physician's certificate or other satisfactory evidence of illness, shall be required if requested by the City Treasurer. (By-law 2030)

(d) An employee absent for more than one month shall furnish immediately following such period, and each subsequent month, a certificate from his personal physician covering the nature of the illness, latest date of attendance and the probable date on which the employee will return to duty.

5. (a) Whenever the Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this by-law, such employee may appeal against the decision or action of the Treasurer by filing with the City Manager a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Treasurer. (B/L 3501)

(b) The City Manager shall be and is hereby empowered to hear such appeal and the City Manager, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)

(c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the City Manager for hearing any such appeal.

(d) The decision of the City Manager in respect to any such appeal shall be reported to the Treasurer and the Treasurer shall record the decision of the City Manager in the Register, and act upon it. (By-law 2030) (Amended by By-law 2007)

6. The Treasurer shall report monthly to the City Manager of the said Corporation all sick leave absences. (By-law 2030)

7. (a) Where an employee has heretofore accumulated sick leave credits under any plan established by the Corporation, the employee shall be entitled to credits equal in number to the sick leave credits so accumulated, in addition to any credits to which he may become entitled under the provisions of this by-law. (Amended B/L 4053)

(b) Upon the application of an employee who immediately prior to his employment by the Corporation was employed by another municipality or local board which has established a sick-leave plan under The Municipal Act or any other general or special Act, the total sick-leave credits standing to the credit of such employee in the plan of such municipality or local board shall be placed to the credit of such employee in the plan of the Corporation, provided that, such total credits shall not exceed the amount of the credits which could have been earned by such employee under the plan of the Corporation for the same term of employment. (B/L 4578)

8. Subject to Section 9 hereof, when an employee, having more than five (5) years' service, ceases to be employed by the Municipality, or when an employee having less than five (5) years' service dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than Fifty Dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his request. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, and such interest shall be payable annually not later than January 15th in each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by B/L's 1437, 2294, 4053 and 4959)

9. Any employee discharged by Council for cause shall lose or forfeit all benefits under this by-law

10. By-law Number 960, passed the fifth day of February, 1952, is hereby repealed.

11. This by-law shall come into force on the 1st day of January, 1952.

(SEAL)

(Signed) J. F. Martin
Presiding Officer

(Signed) C. V. Waters
City Clerk

First Reading April 1, 1952
Second Reading April 1, 1952
Third Reading April 1, 1952

As Amended By:

By-law 1074 - July 7, 1953
By-law 1165 - April 21, 1954
By-law 1437 - March 2, 1956
By-law 1913 - November 17, 1958
By-law 2007 - June 15, 1959
By-law 2030 - September 14, 1959
By-law 2294 - July 10, 1961
By-law 3501 - September 3, 1968
By-law 4053 - March 8, 1971
By-law 4578 - May 22, 1973
By-law 4959 - October 21, 1974
By-law 6333 - September 4, 1979

“APPROVED

(Signed) _____ G. H. Dunbar
Minister of Municipal Affairs
April 8, 1952”

AGREEMENT SUBJECT TO APPROVAL BY COUNCIL AMENDING THE SAID BY-LAW.

BY-LAW 980

Article 3 (b) shall now read:

"3. (b) Where an employee has been employed for more than three years, he may, subject to the approval of the Chief Administrative Officer, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the Chief Administrative Officer disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall not apply to a temporary employee." (Amended B/L 4053)

Article 4 (b) shall now read:

"4. (b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Commissioner of Corporate Services & Treasurer, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable."

Article 8 shall now read:

"8. Subject to Section 9 hereof, when an employee, having more than five (5) years' service, ceases to be employed by the Municipality, or when an employee having less than five (5) years' services dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, and such interest shall be payable annually not later than January 15th in each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by B/L's 1437, 2294, 4053 and 4959)."

Section 3 (c) shall now read:

3. (c) Where an employee is absent due to an accident and is in receipt of Worker's Compensation and the municipality makes up the difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each such day's absence. (Amended by By-law 1913).

Section 5 shall now read:

5. (a) Whenever the Commissioner of Corporate Services & Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with terms of this by-law, such employee may appeal against the decision or action of the Commissioner of Corporate Services & Treasurer by filing with the Chief Administrative Officer a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Commissioner of Corporate Services & Treasurer. (B/L 3501)

(b) The Chief Administrative Officer shall be and is hereby empowered to hear such appeal and the Chief Administrative Officer, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)

(c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the Chief Administrative Officer for hearing any such appeal.

(d) The decision of the Chief Administrative Officer in respect to any such appeal shall be reported to the Commissioner of Corporate Services & Treasurer, and the Commissioner of Corporate Services & Treasurer shall record the decision of the Chief Administrative Officer in the register, and act upon it. (B/L 2030) (amended by B/L 2007)

Section 7 (b) Deleted

AGREED UPON AMENDMENTS TO BY-LAW 980 WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT SUBJECT TO APPROVAL BY COUNCIL AMENDING THE SAID BY-LAW.

BY-LAW 980

Article 4 (b) shall now read:

"4. (b) Effective January 1, 2000, upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Director of Human Resources or designate, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable."

Section 5 shall now read:

"5. (a) Effective January 1, 2000, whenever the Director of Human Resources or designate disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with terms of this by-law, such employee may appeal against the decision or action of the Director of Human Resources or designate by filing with the Chief Administrative Officer a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Director of Human Resources or designate." (B/L 3501)

5. (d) Effective January 1, 2000, the decision of the Chief Administrative Officer in respect to any such appeal shall be reported to the Director of Human Resources or designate, and the Director of Human Resources or designate shall record the decision of the Chief Administrative Officer in the register, and act upon it." (B/L 2030) (amended by B/L 2007)

BY-LAW NUMBER 18-2013

**A BY-LAW TO FURTHER AMEND BY-LAW
NUMBER 980 BEING A BY-LAW TO
ESTABLISH A PLAN OF SICK LEAVE
GRATUITIES**

Passed the 4th day of February, 2013.

WHEREAS it is deemed expedient to further amend By-law Number 980 passed the 1st day of April, 1952 by amending the provisions applicable to sick leave credits so far as it affects City of Windsor employees who are members of Canadian Union of Public Employees Locals 82 and 543;

THEREFORE the Council of The Corporation of the City of Windsor enacts as follows:

1. This by-law Number 980 be and the same is hereby amended by adding section 12 thereto:

"12. That Schedules "A" and "B" shall be added to this by-law following Form "A"."
2. That By-law Number 980 be and the same is hereby amended by adding Schedule "A" to follow Form "A" as follows:

"SCHEDULE "A"

1. This Schedule shall apply to all employees who are members of Canadian Union of Public Employees Local 82.
2. The provisions of this by-law affecting the acquiring and accumulation of sick leave credits are hereby amended to provide effective January 1, 2013, each eligible Regular Full Time employee shall be entitled to a sick leave credit of three-quarter (3/4) days per month and the sick leave credits of each eligible Regular Full Time employee shall be capped at a maximum of one hundred and thirty (130) days. Those Regular Full Time employees with 130 days or more on January 1, 2013 shall not accumulate 3/4 days per month until such time as their sick leave credits are 129 days or less, after which the Regular Full Time employee shall accumulate 3/4 days per month to a maximum of 130 sick leave days."
3. That By-law Number 980 be and the same is hereby amended by adding Schedule "B" to follow Schedule "A" as follows:

"SCHEDULE "B"

1. This Schedule shall apply to all employees who are member of Canadian Union of Public Employees Local 543.
2. The provisions of this by-law affecting the acquisition and accumulation of sick leave credits are hereby amended to provide that effective January 1, 2013, each eligible Regular Full Time employee shall be entitled to a sick leave credit of three quarter (3/4) days per month and the sick leave credits of each eligible Regular Full Time employee shall be capped at a maximum of one hundred and thirty (130) days. Those Regular Full Time employees with 130 days or more on January 1, 2013 shall not accumulate ¾ days per month until such time as their regular sick leave credits are 129 days or less, after which the Regular Full time employee shall accumulate ¾ days per month to a maximum of 130 sick leave days."

1. Effective January 1, 2013, a temporary employee working a full work week as in Article 16, after six (6) months of continuous service shall earn in every month of regular attendance after January 1, 2013, a sick leave credit at the rate of $\frac{1}{4}$ days per month and such sick leave credit shall be cumulative to a maximum of nine (9) days.
4. Effective January 1, 2013, a Regular Part-Time employee who posts into a temporary full-time position and works a full work week as in Article 16, after six (6) months of continuous service, shall earn for every month of regular attendance after January 1, 2013, a sick leave credit at the rate of $\frac{1}{4}$ days per month and such sick leave credit shall be cumulative to a maximum of nine (9) days."
4. This by-law shall come into force and take effect on the day following the final passing thereof.



EDDIE FRANCIS, MAYOR



CLERK

First Reading - February 4, 2013
Second Reading - February 4, 2013
Third Reading - February 4, 2013

effective January 1, 2000

[ARTICLE 4(B)] - Upon return to work of an employee or during his absence if requested, the sick leave certificate, must be filed with the Director of Human Resources or Designate, and where the absence has been in excess of three (3) days at one time, the Physician's portion of the certificate must also be completed as soon as practicable.

I, _____ hereby apply for sick leave absence with pay for the undemoted period:

From: _____ **To:** _____
Month Day Year (Time) Month Day Year (Time)

Comprising of the following working days: _____

I certify that this absence was occasioned by the following sickness: _____

and that I notified or caused to be notified my immediate supervisor

on _____ at _____ a.m.
p.m.

Number of working days: _____

I understand that any misrepresentation of fact in this application for sick leave absence with pay may be considered as cause for immediate discharge without notice.

Dated: _____

Employee Signature: _____

Employee Name Printed: _____

Department Number: _____

Employee Number: _____

Name of Department: _____

Department Head: _____

Calculation verified and application: _____ is ☐ is not ☐ recommended

Supervisor's Signature: _____

Department Head: _____

Date: _____

DENTIST OR PHYSICIAN'S CERTIFICATE

I, the undersigned, a duly registered and qualified Dental/Medical Practitioner certify that:

was under my care for _____ days
_____ hours due to an (a) appointment (b) the above sickness

which in my opinion necessitated absence from work from: _____

to: _____

Date: _____

***Signature: _____

Address: _____

***NOTICE: The nurse or receptionist may only sign on behalf of the Dentist/Physician provided a rubber stamp or official letterhead is used.

DECISION ON APPLICATION

The above application: ☐ is allowed ☐ is not allowed ☐ is allowed but amended as follows

Date: _____ Signature: _____

Director of Human Resources or Designate

LETTER OF INTENT given this 4th day of February, 1992

TO: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543 "WINDSOR MUNICIPAL EMPLOYEES"

- I. It is the intention of The Corporation of the City of Windsor to continue the following:

1. Rest Periods:

That all employees shall be allowed two fifteen-minute rest periods (including coffee breaks) during their normal work day to be taken at a time to be designated by the employee's immediate supervisor, one such period to be taken during each half of the work day. The fifteen-minute rest period will be calculated from the time the employee stops his work and again resumes it.

2. Wash-Up Time for Employees of Traffic Control and Signals Division Performing Manual Work:

That those employees of the Traffic Control and Signals Division of the Traffic Engineering Department performing manual work shall be allowed wash-up time of five minutes before lunch and five minutes prior to quitting time.

3. Legal Picket Lines Established During Industrial Strikes at Premises Other Than Those Under the Control of the Corporation:

That in the event of industrial strikes, the Corporation will instruct its supervisors that the municipal employees are not to be ordered to cross legal picket lines unless prior permission is obtained from the proper Union authority.

- II. The Corporation shall possess the capacity to introduce a four day work week on an experimental basis, in selected areas after prior consultation with the Union.

- III. It is the intention of the Corporation of the City of Windsor to continue the following with reference to members of Local 543, C.U.P.E. who are members of the Survey Crews of the Public Works Department Engineering Division.

1. Work Week:

(a) A normal work week shall consist of thirty-four (34) hours, Monday through Friday. A work day shall consist of nine and one-half (9-1/2) hours, 7:30 a.m. to 5:00 p.m., including a lunch period of one (1) hour. The lunch period shall commence when the instruments are taken down and shall end when work is resumed.

(b) Work shall be scheduled by the Corporation to provide four (4) working days per work week, the schedule to be posted one full week in advance. Work schedules shall only be changed after mutual agreement between the employee and the Department Head.

2. Overtime:

Overtime rates shall be paid in accordance with the provisions of Article 17.01 of the Union's collective agreement for all hours worked prior to or in excess of those hours set forth in paragraph (1) above during any twenty-four (24) hour period in any calendar day and for all hours worked in excess of the employee's normal work week as defined therein.

3. Vacations:

Employees of the Survey Crews, Public Works Department, shall be entitled in the calendar year 1989 to an annual vacation with pay upon the following basis:

In the first calendar year of employment having accumulated less than six months of employment	4% of accumulated earnings
In the first calendar year of employment having accumulated more than six months of employment	At the employee's option and if time permits, one week consisting of four (4) working days; provided however, his vacation pay for the year shall be not less than 4% of his accumulated earnings. If time does not permit or the employee does not exercise his option, he shall receive 4% of his accumulated earnings for the year.
In the second and third calendar year of employment	Two (2) weeks consisting of eight (8) working days
In the fourth through the ninth calendar year of employment	Three (3) weeks consisting of twelve (12) working days
In the tenth through the seventeenth calendar year of employment	Four (4) weeks consisting of sixteen (16) working days
In the eighteenth through the twenty-fourth calendar year of employment	Five (5) weeks consisting of twenty (20) working days
In the twenty-fifth calendar year of employment	Five (5) weeks (20) days and (1) day consisting of twenty-one (21) working days
In the twenty-sixth and all subsequent calendar years of employment	Six (6) weeks consisting of twenty-four (24) working days

Effective January 1, 1991, employees of the Survey Crews, Public Works Department, shall be entitled to an annual vacation with pay upon the following basis:

In the first calendar year of
employment having accumulated
less than six months of employment

4% of accumulated earnings

In the first calendar year of
employment having accumulated
more than six months of employment

At the employee's option
and if time permits, one
week consisting of four (4) working days;
provided, however, his vacation pay for the
year shall be not less than 4% of his
accumulated earnings. If time does not
permit or the employee does not exercise his
option, he shall receive 4% of his
accumulated earnings for the year.

In the second calendar year of
employment

Two (2) weeks consisting of
eight (8) working days

In the third through the sixth
calendar year of employment

Three (3) weeks consisting
of twelve (12) working days

In the seventh calendar year of
employment

Three (3) weeks (12) days
and two (?) days consisting
of fourteen (14) working
days

In the eighth calendar year of
employment

Three (3) weeks (12) days
and three (3) days
consisting of fifteen (15)
working days

In the ninth calendar year of
employment

Three (3) weeks (12 days)
and three (3) days
consisting of fifteen (15)
working days

In the tenth through the
seventeenth calendar year of
employment

Four (4) weeks consisting
of sixteen (16) working
days

In the eighteenth through the
twenty-fourth calendar year of
employment

Five (5) weeks consisting
of twenty (20) working days

In the twenty-fifth calendar year
of employment

Five (5) weeks (20) days
and one (1) day consisting
of twenty-one (21) working
days

In the twenty-sixth and all
subsequent calendar years of
employment

Six (6) weeks consisting of
twenty-four (24) working
days

4. **Statutory Holidays:**

In the case of employees of the Survey Crews, Public Works Department, should any of the above described holidays fall on an employee's scheduled day off, the employee shall be entitled to be paid his regular rate for one day in lieu of such holiday.

5. **Sick Leave:**

For the purpose of calculating sick leave absence with pay, as provided by By-law 980, as amended, absence due to illness of employees of the Survey Crews, Public Works Department, shall be charged against sick leave credits at 1 1/4 days for each day's absence.

6. **Rest Periods:**

All employees of the Survey Crews, Public Works Department, shall be allowed two fifteen-minute rest periods (including coffee breaks) during their normal day to be taken at a time to be designated by the employee's immediate supervisor, one such period to be taken during each one-half of the work day. The fifteen-minute rest period will be calculated from the time the employee stops his work and again resumes it. Rest periods shall be taken on site and during such periods, instruments are not to be taken down. If refreshment is required during the rest period

(i) The supervisor may, himself, obtain it; or

(ii) he may dispatch one man to obtain it and the rest period of the one man so selected shall be extended accordingly.

7. **Term:**

The four day work week for the Survey Crews, Public Works Department, and other terms and conditions of employment referable to these Crews as contained in this Letter of Intent shall be continued for the years 1990 and 1991. During the period that the four day work week and other terms and conditions of employment as herein contained are in operation, the terms of this Letter of Intent shall, where they are in conflict with the terms of the collective agreement supersede the terms and provisions of the collective agreement. In all other respects, the terms of the collective agreement shall apply to the Survey Crews.

IV. It is further the intention of the Corporation of the City of Windsor to implement on a trial basis the following procedures for the banking of overtime hours for time off in lieu of overtime pay as follows:

- (a) An employee may bank overtime to a maximum of 40 straight time hours once annually, inclusive of any carry-over as defined in subparagraph (e) (ii) below.
- (b) The banking of hours in lieu of overtime pay shall be at the option of the employee.
- (c) Employees shall be credited with banked time at the premium rates as specified in the contract. (e.g. time and one-half - one hour overtime work will be banked to the employee's credit as one and one-half hours; double time - one hour's overtime worked shall be banked to the employee's credit as two hours.)
- (d) An employee may use overtime hours banked for limited leave of absence with pay subject to the approval of the department head so far as may be allowed to ensure the efficient operation of the department concerned.
- (e) (i) All hours banked to the credit of an employee shall, if unused, be paid out to the said employee at his then current rate of pay on the first pay day after December 1st each year.

- (ii) Notwithstanding the foregoing, if any employee wishes to carry banked time from one year to the next he must make his election to do so by November 1st. It is further agreed that the time carried forward must be used as time off work in the year to which it is transferred and shall not be subject to pay in lieu of or any further transfer
- (iii) Under no circumstances shall an employee be allowed to use in excess of 40 hours of banked time, inclusive of time carried forward from the previous year, in any one calendar year.
- (iv) If an employee has not taken time off by November 1st, in the year to which it was transferred, the employee shall take the time off as directed by and at the discretion of his department head.

IT IS UNDERSTOOD that this Letter of Intent is not to be construed as supplementary to, explanatory of, or incorporated in the collective agreement in any manner whatsoever.

DATED at Windsor, Ontario this 4th day of February, 1992.

THE CORPORATION OF THE CITY OF WINDSOR

_____(M. Hurst)_____
MAYOR

_____(T. Lynd)_____
CLERK

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 543 "Windsor Municipal Employees" hereby acknowledge receipt of a copy of the above Letter of Intent and agree to its terms.

DATED at Windsor, Ontario this 4th day of February, 1992

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543, "WINDSOR MUNICIPAL EMPLOYEES"

_____(R. Whitson)_____
PRESIDENT

_____(M. Suthers)_____
SECRETARY

LETTER OF INTENT given this 21st day of March A.D. 1986.

TO: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543 "WINDSOR MUNICIPAL EMPLOYEES"

It is the intention of the Corporation of the City of Windsor that members of the staff of the Tourist and Convention Bureau will wear their prescribed uniforms at officially recognized functions of the Bureau whereby they will be readily distinguishable from the general public, and that no new uniforms will be acquired until the present inventory of uniforms is depleted.

It is understood that this Letter of Intent is not to be construed as supplementary to, explanatory of, or incorporated in the collective agreement in any manner whatsoever.

DATED at Windsor, Ontario this 21st day of March, 1986.

THE CORPORATION OF THE CITY OF WINDSOR

(David S. Cassivi)
ACTING MAYOR

(Thomas Lynd)
CLERK

The Canadian Union of Public Employees, Local 543 "Windsor Municipal Employees" hereby acknowledges receipt of a copy of the above Letter of Intent and agrees to its terms.

DATED at Windsor, Ontario this 21st day of March, 1986

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543, "WINDSOR MUNICIPAL EMPLOYEES"

(Alex Gyemi)
PRESIDENT

(Monika Ballance)
RECORDING SECRETARY

LETTER OF INTENT given this 4th day of February, 1992.

TO: WINDSOR MUNICIPAL EMPLOYEES LOCAL 543,
CANADIAN UNION OF PUBLIC EMPLOYEES

It is the intention of The Corporation of the City of Windsor to adhere to the following:

1. Flex Time

The Corporation has agreed to discuss the possibility of introducing some flexibility where practicable into the current hours of work.

2. Older Worker

The Corporation will consider on an individual basis the request of the Union on behalf of an employee who is within 5 years of normal retirement to work at an alternate position conducive to his/her physical abilities with no loss of pay or seniority

3. Hours of Work - Huron Lodge

The Corporation has agreed to establish a committee of four, two members of C.U.P.E. Local 543 and two members from the administration for the purpose of attempting to negotiate a schedule of working conditions which would provide one weekend off in two for full-time employees at Huron Lodge.

The Corporation will attempt to negotiate such schedule for implementation on January 1, 1993.

Part-Time Shift - Huron Lodge

The Corporation has agreed to discuss the issue of preferred part-time shift at Huron Lodge.

4. Non-Union Persons Working

The Corporation has agreed that employees not in the Bargaining Unit shall not perform the duties of employees in the Bargaining Unit except for the purpose of investigation, inspection or instruction.

5. The Employer does not intend as a practice to replace full-time positions with part-time staff.

6. That if Local 543 negotiates an agreement with an insurance company to provide group rates for auto and/or house insurance, that the City of Windsor will, pursuant to directions from the employees concerned, implement payroll deductions for such payments.

7. The Corporation has agreed to attempt to implement a computerized system to maintain and distribute overtime.

8. Any employee who as of April 20th, 1988 is employed in a position requiring Grade 12 or who has a Grade 12 Community College equivalency shall be recognized as having the equivalency of a Grade 12 as recognized by the Ontario Ministry of Education for the purpose of applying for posted positions. The employee will however not advance beyond the first increment of the posted position or the increment level at which he or she was hired into unless the employee obtains Grade 12 as recognized by the Ontario Ministry of Education.

It is understood that this Letter of Intent is not to be construed as supplementary to, explanatory of, or incorporated in the Collective Agreement in any manner whatsoever.

Dated at Windsor, Ontario, this 4th day of February, 1992.

THE CORPORATION OF THE CITY OF WINDSOR

_____(M. Hurst)_____
MAYOR

_____(T. Lynd)_____
CITY CLERK

Windsor Municipal Employees, Local 543, Canadian Union of Public Employees hereby acknowledges receipt of a copy of the above Letter of Intent.

Dated at Windsor, Ontario, this 4th day of February, 1992.

WINDSOR MUNICIPAL EMPLOYEES, LOCAL 543
CANADIAN UNION OF PUBLIC EMPLOYEES

_____(R. Whitson)_____
PRESIDENT

_____(M. Suthers)_____
SECRETARY

LETTER OF UNDERSTANDING

RESIDENT CUSTODIANS WINHOME

In keeping with the agreement between the parties recognizing the voluntary certification of the aforementioned, the following matters were agreed to between the parties by agreement signed on May 30, 1988.

1. Security tenants will be permitted for emergency situations.
2. Every other week-end off for full-time employees provided that Resident Custodian - Winhome cover off for a partner. It is further understood that days off may vary and occur during mid week.
3. Employees in such positions will be required to be residents and will pay full rental rate unless entitled to supplement.
4. Working conditions are subject to further discussion concerning specific shifts taking into account the 40 hours per week Sunday through Saturday as scheduled by the Property Manager.
5. Shift premium will apply subject to further discussion concerning working conditions and scheduling requirements.
6. Statutory holidays and car allowance shall apply as per the Collective Agreement.
7. It is understood that if such employees attain another position either internally or externally, that they may be required to give up residence in the building.
8. It is noted that language covering working conditions, overtime, call-out, clothing and tools have been incorporated into the current collective agreement under the applicable provision.

LETTER OF UNDERSTANDING

THE PARTIES AGREE that only those employees posting into or being hired into meter maintenance staff under the Parking Operations Division, after January 1, 1990, shall be required to work the six-day operation.

THE PARTIES FURTHER AGREE that those employees hired as of March 1, 1990, as Plumbing Inspectors, Heating Inspectors or Building Inspectors shall not be required to become Generalist Inspectors.

(A. Glaich)_____

PERSONNEL DIRECTOR

(Laura Moore)_____

PRESIDENT

C.U.P.E. LOCAL 543

MEMORANDUM OF AGREEMENT

on Implementation of Pay Equity and Internal Equity Programmes

BETWEEN

THE CORPORATION OF THE CITY OF WINDSOR
(hereinafter referred to as the "Corporation")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 543 - "WINDSOR MUNICIPAL EMPLOYEES"
(hereinafter referred to as the "Union")

The Negotiating Committees of the Parties have negotiated agreement on the terms and conditions which constitute settlement of all matters with respect to the implementation and maintenance of a job evaluation programme applying to designated jobs coming within the Union, as well as the meeting of all requirements of The Pay Equity Act, 1987. As a result, the undersigned representatives of the Parties do hereby agree to recommend to their respective principals the complete acceptance of the terms and conditions as set out in this Memorandum of Agreement.

A. Implementation of Pay Equity

1. The Parties agree that the Pay Equity Adjustment Report, attached hereto as Attachment I and the Band Comparators attached as Attachment 1A, shall serve as the basis for the CUPE Local 543 Pay Equity Plan.
2. Implementation Dates: For those employees working for the Corporation as of November 9, 1990, and identified as being entitled to a Pay Equity wage adjustment: 50% of the individual's pay equity adjustment will be made retroactive to January 1, 1990, with the remaining 50% pay equity adjustment made effective the first pay period following July 6, 1990.
3. Those identified as being entitled to a Pay Equity wage adjustment shall be those employees in jobs identified in the Pay Equity Adjustment Report, as follows:
 - (a) Regular employees - for all time spent in the job.
 - (b) Regular employees in another job on an acting basis - must have worked in the acting job for a period of not less than six (6) continuous months, commencing no earlier than January 1, 1990. The employee shall receive the greater of the green circled adjustment for the job that they hold on a permanent basis or the job that they hold on an acting basis.

- (c) Temporary employees - must have worked in the temporary job for a period of not less than six (6) continuous months, commencing no earlier than January 1, 1990.

B. Implementation of the Joint Job Evaluation Programme

1. The Parties agree to the amendments to the current Collective Agreement between the Corporation and the Union, enclosed as Attachment II. Said amendments shall put into place a gender-neutral Joint Job Evaluation Programme as detailed in the Job Evaluation Manual of Procedures.
2. It is agreed that both Parties will submit their nominees for the Joint Job Evaluation Committee by January 31, 1991. Said Committee will re-convene in February, 1991 and will begin to receive Classification evaluation requests at a date mutually agreed upon by the Committee members.

C. Implementation of Internal Equity Results

1. (a) Effective July 1, 1991, all employees whose jobs are contained in Attachment IIIA shall be placed in the appropriate new Classification and Increment level as outlined in Attachment III, and subject to Article 24.05 of the amended Collective Agreement.
- (b) Regular full-time and regular part-time incumbents hired prior to November 28, 1990 will be placed in the second increment of the new Classification, in accordance with Article 24.01 of the Collective Agreement.
2. All vacancies and temporary appointments for Salary Schedule B jobs filled after January 1, 1991, shall be paid in accordance with the 1991 current Collective Agreement rate (revised if necessary for pay equity) or revised 1991 internal equity rate, whichever is the lower.
3. Pay equity and/or internal equity wage adjustments for regular employees performing a job on a temporary basis shall be determined as follows:
 - (i) The incumbent shall receive the greater of the wage adjustments for either the job that they hold on a permanent basis or the job that they hold on a temporary basis.
 - (ii) In those instances where an incumbent's regular job rate is higher than the incumbent's existing temporary rate, the incumbent has the right to so continue in their temporary assignment or return to their regular position, subject to ten (10) working days' written notice to the concerned Department Head.

D. Notices of Vacancy

In order to ensure compliance with the spirit and intent of the job evaluation programme, it is understood by the Parties that the Notices of Vacancy shall be the sole responsibility of the Personnel Department.

Signed this 15 day of January , 1991.

FOR THE CORPORATION

FOR THE UNION

(John S. Nicol)
Chairperson

(Laura Moore)
President, CUPE Local 543

(John Box)

(John Wolf)

(Janis Antinori)

(David Saunders)

1-15-91

**CORPORATION'S LETTER OF AGREEMENT RE LTD RESOLUTION
TO CUPE LOCAL 543**

1. The Parties agree that no grievance will be filed until such time as the entire LTD process, including appeals is exhausted. (see no. 5 for details)
2. Human Resources will arrange a meeting with two representatives of the Union, the Carrier and Human Resources to discuss the timeliness of decisions with a view to improving the expediency of the process.
3. The Human Resources Department will copy the Union on the "Application for LTD Claim" package as presented to the member at 60 days.
4. (a) Within 30 days of the date of ratification by Council of the Collective Agreement, the Union and Corporation shall each choose three persons from the List of Members of the Ontario Labour-Management Arbitrators Association, which six persons shall constitute the list of arbitrators for the purposes of this LTD agreement. The Union and the Corporation shall provide replacement appointees to the list as required from time to time, selected from the above lists, to maintain the full list of six persons.
- (b) The Corporation and the Union shall share equally the cost of the arbitrator. The party seeking to arbitrate may proceed directly to arbitration upon the exhaustion of the claims appeal procedure including the third party independent physician agreed upon by both parties, but must do so within 10 days of the delivery of the final decision of the carrier by the Corporation to the Union.
5. (a) Amended language. Proposal as attached. (Clarification that method of payment has changed). Language as agreed.
- (b) Corporation agrees to delete paragraph 2 in section 2.3 (Manner of Performance) of the Administrative Services Agreement.
- (c) Letter - Employees must fully exhaust the claims appeal procedure under the LTD Plan including the third party independent physician agreed upon by both parties. Thereafter should the Union decide to proceed to Arbitration, the selection of an Arbitrator will be from the above list of names, on a rotating basis, depending upon availability.
- (d) The parties also agree that the existing grievances filed by LTD claimants who have not exhausted the claims appeal procedure under the Plan including the third party independent physician agreed upon by both parties will be held in abeyance until such time as they have exhausted the claims appeal procedure including the third party independent physician agreed upon by both parties, and the process for arbitration as set out herein will apply should the claims proceed to arbitration.
- (e) The decision of the arbitrator shall be final and binding on all parties without further appeal.
- (f) Continuation of benefits for an applicant whose claim has been allowed by the arbitrator shall be subject to the applicant abiding by the normal rules and practices of the LTD Plan as administered by the carrier.

Dated this 28th day of October, 2002.

FOR THE CORPORATION

FOR THE UNION

(Janis Antinori)

(Mark McArthur)

(John Lechicky)

(Mike Virga)

LETTER OF INTENT

Effective February 11, 2002, the Parties agree that the attached list of Recreational employees are eligible for purposes of Article 12.01 (4) pertaining to appointment to a regular full-time position (excluding temporary or acting appointments) and as such will be considered at the same time as temporary and probationary regular full-time and regular part-time employees. Such Recreational employees must be actively working for the Corporation during the posting period to apply. This list shall be updated by the Parks, Recreation and Facilities Department on an annual basis as at December 31st based on the same formula used on arriving at this list.

Should a Temporary Full-time, Temporary Part-time or Recreation members(s) of CUPE Local 543 hired before April 17, 2009, as listed in Article 20.01(a)(viii) be competing for a permanent full-time position against a Temporary Full-time, Temporary Part-time or Recreation member(s) of CUPE Local 543 hired on or after April 17, 2009 and they are deemed equivalent within the hiring process, the highest ranked member(s) hired before April 17, 2009 shall be offered the position.

Dated this 7th day of September 2011.

Agreed to by:

CORPORATION OF CITY OF WINDSOR

CUPE LOCAL 543

(Valerie Critchley) _____

(Jean Fox) _____

(Helga Reidel) _____

(Jessie Simonetti) _____

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF WINDSOR

(Hereinafter referred to as the "Corporation")

AND

LOCAL 543, CANADIAN UNION OF PUBLIC EMPLOYEES

(Hereinafter referred to as the "Union")

The Parties have agreed as follows:

During the term of this Collective Agreement (January 1, 2005 to December 31, 2008), the Corporation agrees to discuss with the Union, any tax, premium or cost that is legislated, changed or levied as they relate to any of the benefits within this Collective Agreement.

Signed this 7th day of September, 2011.

FOR THE CORPORATION

FOR THE UNION

(Vincenza Mihaló)
Executive Director of Human Resources

(Jean Fox)
President CUPE Local 543

(John Lechicky)
Manager of Employee Relations

(Jessie Simonetti)
Recording Secretary, CUPE Local 543

Letter of Understanding
Working Conditions – Huron Lodge

During negotiations in 2016 the parties discussed working conditions at Huron Lodge.

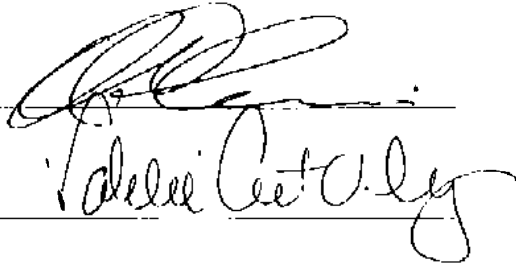
The parties agree that during the term of the Agreement the Joint Scheduling Committee at Huron Lodge will meet to consider and implement, where possible, the following:

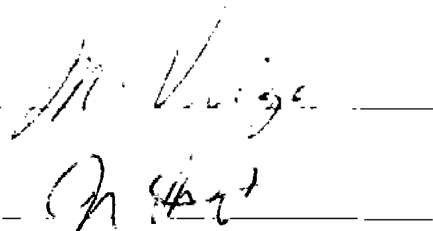
1. Scheduling that would allow part-time employees at least one weekend off in every four-week period;
2. Opportunities for shift exchange;
3. Shift preference selection once per year;
4. Holiday scheduling that would provide at least Christmas or New Year's Day off in each year.

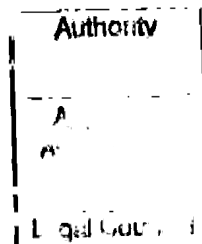
DATED at Windsor, Ontario this 8th day of June, 2017.

The Corporation of the City of Windsor

Canadian Union of Public Employees Local 543


Valerie C. O'Leary


M. Vuige



THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits

THE CORPORATION OF THE CITY OF WINDSOR POLICY

Service Area:	Office of Corporate Services	Policy No.:	HRHAS – POL – 0002
Department:	Human Resources	Approval Date:	Sep 16, 2021
Division:	Occupational Health, Safety & Wellness	Approved By:	City Council CR373/2021
		Effective Date:	Sep 17, 2021
Subject:	COVID-19 Vaccination	Procedure Ref.:	
Review Date:	Sep 2022 or earlier as warranted	Pages: 12	Replaces: N/A
Prepared By:	Deirdre Brode, Policy & Procedures Coordinator		Date:

1. Policy

1.1. The Windsor-Essex County Health Unit (WECHU) has encouraged all employers to implement a vaccination policy to improve the protection of our community and continue to curb the spread of COVID-19¹.

1.2. The Corporation of the City of Windsor (the City) requires all staff to be fully vaccinated against COVID-19, as outlined in this policy.

1.3. The COVID-19 pandemic has caused significant morbidity and mortality and has created a public health crisis^{2, 3, 4}. The City remains committed to providing a safe workplace for all employees and will take all reasonable precautions to protect employees from illness and injury, including COVID-19.

1.4. Vaccines are safe, effective, and the best way to protect individuals and those around them from serious illnesses. Individuals cannot get COVID-19 from the vaccine⁵.

1.5. Recent reports in Canada⁶ indicate that less than 1% of those who were fully vaccinated have become sick with COVID-19. While they are not 100% effective, vaccines can reduce your risk of developing COVID-19 and make your symptoms milder if you do get the virus. COVID-19 vaccines are not live vaccines, cannot cause infection in a person, and cannot alter a person's DNA⁷.

1.6. COVID-19 vaccines are an important tool to help stop the spread of the virus and allow individuals, families, and workers to safely resume normal life. A growing body

¹ Windsor-Essex County Health Unit, "News Release: Health Unit Institutes Employee Vaccination Policy".

² Statistics Canada, "Excess Mortality In Canada During The COVID-19 Pandemic".

³ Public Health Agency of Canada, "Coronavirus (COVID-19) | IPAC Canada"

⁴ Canadian Public Health Association, "Review Of Canada's Initial Response To The COVID-19 Pandemic".

⁵ Public Health Agency of Canada, "COVID-19: Vaccine Safety And Side Effects".

⁶ Public Health Agency of Canada, "COVID-19: Effectiveness And Benefits Of Vaccination".

⁷ Windsor-Essex County Health Unit, "COVID-19 Vaccine Myths, Facts, And Faqs".

of evidence indicates that people who are fully vaccinated are less likely than unvaccinated persons to transmit COVID-19 to others⁸.

1.7. The City is committed to human rights accommodations where a person is unable to vaccinate for reasons protected by the Ontario *Human Rights Code*. Such situations will be assessed on a case-by-case basis. The City reserves the right to ask for information to substantiate the grounds, further to our normal workplace accommodation process.

2. Purpose

2.1. As an employer, the City has the primary responsibility for ensuring that safe conditions prevail within the workplace and to take appropriate and effective measures to protect the health and safety of employees.

2.2. To assist the City in providing a safe work environment and appropriately collecting, using, and safeguarding vaccination status information.

3. Scope

3.1. This policy applies to all employees of the Corporation of the City of Windsor. Some departments (such as Huron Lodge, Windsor Fire and Rescue Services, and Transit Windsor) may be subject to different requirements imposed by governmental or public health authorities in which case the more stringent protocol applies. Transit Windsor will be subject to this policy and will follow federal regulations where they exist.

3.2. This policy applies to the Mayor and all members of City Council as defined by the *Municipal Act*.

3.3. This policy also applies to all City Council Advisory Committee members, City contractors and City volunteers who attend City Facilities.

3.4. This policy will be in place for one year after implementation unless it is reviewed and extended by City Council, based on the recommendations of Health Canada, the Ontario Ministry of Health, and the WECHU.

4. Definitions

City Facility: Any building (i.e. indoor space) operated in whole or in part by the Corporation of the City of Windsor.

Contractor: A person, corporation, or other entity that performs work on behalf of or under the direction of the Corporation of the City of Windsor.

⁸ Public Health Agency of Canada, "COVID-19: Effectiveness And Benefits Of Vaccination"

COVID-19: A virus belonging to a large family called coronavirus which includes the virus that causes the common cold and more severe diseases such as Severe Acute Respiratory Syndrome. The virus that causes COVID-19 is a novel coronavirus, named SARS-CoV-2.

Fully vaccinated: Have received the full series of an accepted COVID-19 vaccine or a combination of accepted vaccines approved by Health Canada and received the last dose more than 14 days ago. This includes any additional booster shots mandated by Health Canada, the Ontario Ministry of Health, or the WECHU.

5. Responsibility

5.1. Mayor and City Council

5.1.1. The Mayor and City Council are responsible to support the health and wellness of City employees and residents through the approval of budget dollars allocated to this policy and for compliance under the Occupational Health and Safety Act (the OHSA) and the Canada Labour Code (the CLC) as may be amended from time to time.

5.1.2. Actively promote and support this policy including modelling compliance.

5.2. The Chief Administrative Officer (the CAO)

5.2.1. Provide sufficient human and financial resources to support this policy as may be identified by legislation or Human Resources.

5.2.2. Actively promote and support this policy through direct communication, educational support, reinforcement, and modelling compliance.

5.2.3. Provide guidance, direction, and final authority when issues arise and the Corporate Leadership Team and the Executive Director of Human Resources are unable to come to a resolution.

5.3. Commissioners

5.3.1. Provide sufficient human and financial resources to support this policy as may be identified by legislation or Human Resources.

5.3.2. Actively promote and support this policy through direct communication, educational support, reinforcement, and modelling compliance.

5.4. Executive Directors

5.4.1. Make all reasonable efforts to promote employee awareness of this policy and other corporate vaccine communication efforts and training opportunities.

5.4.2. Endeavour to ensure that employees in their areas of responsibility comply with the requirements of this policy.

5.4.3. If they have volunteers working in their area who physically access City Facilities, ensure those volunteers are fully vaccinated.

5.5. Executive Director of Human Resources

5.5.1. Review and update this policy as warranted, including to reflect the latest scientific research, guidance, and legislation from the federal government, the provincial government, Health Canada, the Ontario Ministry of Health, the Public Health Agency of Canada, Public Health Ontario, the WECHU, and any other relevant health bodies.

5.5.2. Support the ongoing development of activities and training related to vaccine promotion and education.

5.6. Deputy City Solicitor, Provincial Offences, Purchasing & Risk Management

5.6.1. Communicate with City contractors who physically access City Facilities to inform them of the vaccination expectations outlined in this policy.

5.7. Managers and Supervisors

5.7.1. Schedule employees to attend and/or participate in all required vaccine training and education programs, confirming their attendance, successful completion, and demonstration of training content.

5.7.2. Support the activities and events facilitated by the City regarding vaccines through active participation and promotion.

5.7.3. Allow employees under their direction to obtain a COVID-19 vaccination during work hours if at all possible.

5.7.4. Encourage employees under their direction who express vaccine hesitancy to seek out further information from official sources such as the WECHU or Health Canada.

5.8. Manager of Health, Safety and Wellness

5.8.1. Oversee the collection and retention of and restrict access to confidential vaccine-related information.

5.8.2. Facilitate the scheduling and delivery and/or provision of vaccine-related training and educational programs.

5.9. Disability Management Specialists (DMS)

5.9.1. Monitor employees within their respective areas of responsibility for compliance to this policy.

5.9.2. Develop individual accommodations for employees in their area who require an accommodation based on protected grounds under the Ontario *Human Rights Code* up to the point of undue hardship.

5.9.3. Develop individual plans for employees in their area who are partially vaccinated and in the process of becoming fully vaccinated.

5.9.4. Collect and store all documentation concerning employee accommodation needs as per the usual workplace accommodation process.

5.10. Employees

5.10.1. Comply with all requirements of this policy.

5.10.2. Attend and/or participate in all required vaccine training and educational programs.

5.10.3. Be forthcoming when disclosing their vaccination status or accommodation needs.

5.10.4. Provide Human Resources with documentation issued by the Ministry of Health, Health Canada, the Windsor-Essex-County Health Unit, the Government of Canada, or the Government of Ontario proving that they are fully vaccinated (this may include vaccination receipts or an enhanced digital vaccine receipt).

5.10.5. If an accommodation is required based on reasons protected by the Ontario *Human Rights Code*, contact a Disability Management Specialist in Human Resources and provide documentation on the reason for the accommodation need. Employees should do this as soon as possible so that the accommodation plan will be in place before November 15th, 2021.

5.10.6. Continue to follow public health measures and mandated policies and requirements to reduce the spread of COVID-19 regardless of vaccination status.

6. Governing Rules and Regulations

6.1. The City **strongly** recommends that all employees become vaccinated against COVID-19, if they can, as a measure to protect their health and the health of the community.

6.1.1. The City encourages employees to identify opportunities to obtain a COVID-19 vaccination through community clinics, pharmacies, or health care professionals

and ensure they receive both doses of the vaccine and any mandated booster shots.

6.1.2. Employees should visit WEVax.ca for the latest information on vaccine availability, how to register for vaccines, vaccination procedures, find answers to some commonly asked questions, or book an appointment.

6.1.3. In addition to WEVax.ca, employees can visit WECHU.org for the latest public health advice and local COVID-19 data or call 211 for general information on government, health, and community programs.

6.2. Understanding how vaccines are approved, how they work, and possible side effects is important. Employees who may be experiencing vaccine hesitancy are encouraged to review some of the information provided by the WECHU available at [WECHU.org](https://www.wechu.org).

6.3. In order to limit the impact of the COVID-19 virus on our co-workers, contractors, visitors, volunteers, customers, and on our operations generally, the City will require that all employees, onsite volunteers, the Mayor, and City Council members are fully vaccinated by **November 15th, 2021**.

6.4. Beginning immediately, all newly hired employees and onsite volunteers need to provide proof from the Ministry of Health, Health Canada, the Windsor-Essex-County Health Unit, the Government of Canada, or the Government of Ontario to the Human Resources Business Partner that they are fully vaccinated before they may start work.

6.5. Starting November 15th, 2021, City contractors onsite will be required to be fully vaccinated to enter City Facilities.

6.6. Employees who are unable to be vaccinated for medical reasons or other grounds protected by the Ontario *Human Rights Code* can request an accommodation (Note: documentation will be required by HR). Please contact your Disability Management Specialist (DMS) in Human Resources for more information.

6.7. It is expected that all employees will be truthful regarding their vaccination status or accommodation need. If the City becomes aware that an employee has not been truthful, this will result in disciplinary consequences up to and including termination of employment.

6.8. Employees who are fully vaccinated

6.8.1. Proof of vaccination status from the Ministry of Health, Health Canada, the Windsor-Essex County Health Unit, the Government of Canada, or the Government of Ontario must be uploaded to MyInfo on Dashboard no later than **November 15th, 2021**.

6.8.2. Employees will need to submit proof that they have received the second dose in the full series of an accepted COVID-19 vaccine or a combination of accepted vaccines **and** received the last dose more than 14 days before the deadline.

6.8.3. Acceptable proof includes any of the following options:

- If you were emailed a vaccine receipt after you received your vaccine:
 - ✓ Download that receipt and upload it to MyInfo on Dashboard.
- If you were given a vaccine receipt in person after receiving your vaccine:
 - ✓ Scan this receipt upload it to MyInfo on Dashboard.
 - ✓ Take a picture of the receipt and upload it to MyInfo on Dashboard.
- If you do not have a vaccine receipt, you can log in to the provincial portal at covid19.ontariohealth.ca to download your COVID-19 vaccine receipt. To log in and get your receipt, you will need your green photo health card (expired cards will be accepted). If you have a red and white health card or would prefer using the phone, call the provincial vaccine booking line at 1-833-943-3900 and the call centre agent can email you a copy of your receipt. Receipts are available for vaccines received in Ontario regardless of where you were vaccinated (mass immunization clinic, hospital, pharmacy, primary care setting, etc).
 - ✓ Download the receipt and upload it to MyInfo on Dashboard.
- If you are unable to upload your vaccine receipt to MyInfo on Dashboard, you can print, photocopy, or take a picture of your receipt and:
 - ✓ Submit it through interoffice mail to your Disability Management Specialist in Human Resources; or
 - ✓ Submit it to your Disability Management Specialist in person.
- If you received one or both vaccinations outside of Ontario, you can register your information through the [WECHU](https://wechu.on.ca) online registration form.
 - Contact your Disability Management Specialist in Human Resources for details on what documentation to submit.

6.9. Employees who require an accommodation

6.9.1. Employees who are unable to be vaccinated for medical reasons or other grounds protected by the Ontario *Human Rights Code* can request an accommodation.

6.9.2. If an employee provides documentation confirming that they are unable to be vaccinated, individual accommodation options will be assessed.

6.9.3. For the health and safety of all those who attend City Facilities, employees who are unable to be vaccinated will not be able to attend City Facilities without providing a negative COVID-19 test result in accordance with this policy. Testing

requirements may be included as part of the employee's workplace accommodation and will be reviewed on a case by case basis.

6.9.4. Employees must submit proof of their accommodation need to the Disability Management Specialist in Human Resources and have an approved accommodation plan in place no later than **November 15th, 2021** or they will be considered unvaccinated and placed on an unpaid leave. To avoid being placed on an unpaid leave, employees who require an accommodation should get in touch with their DMS as soon as possible.

6.9.5. Written proof of the medical reason for accommodation will need to be provided from a physician and include the following:

- The reason that the employee cannot be vaccinated against COVID-19; and
- The effective time period for the medical reason and the expiry date (i.e. permanent or time-limited).
- The Corporation reserves the right to ask for more specific documentation from the physician.

6.9.6. If the medical reason is time-limited, within 30 days of expiring, proof of vaccination must be provided. If not received, the employee will be considered unvaccinated.

6.9.7. Accommodations based on creed will need to be reviewed, validated, and approved.

6.9.8. The Corporation reserves the right to ask for additional and substantial information on the reasons for the accommodation needs.

6.10. Employees who are partially vaccinated

6.10.1. Employees who are not fully vaccinated on November 15th, 2021, but are in the process of becoming fully vaccinated should contact their Disability Management Specialist in Human Resources to establish a personalized plan for the period from November 15th, 2021, until they are fully vaccinated.

6.10.2. This includes employees who:

- have received one dose of the vaccine and are getting their second dose as soon as possible; or
- received their second dose less than 14 days ago.

6.10.3. Employees who have only received one dose may need to submit proof that they have scheduled an appointment for their second dose as soon as they are eligible as per the Windsor-Essex County Health Unit guidelines.

6.11. Employees who are not fully vaccinated

6.11.1. Employees who elect not to submit documentation showing they are fully vaccinated or are in the process of becoming fully vaccinated, and are without a documented medical or human rights accommodation plan in place will be placed on an unpaid leave of absence starting **November 15th, 2021**.

6.11.2. This includes employees who:

- Have chosen not to be vaccinated at this time;
- Are partially vaccinated and have not provided documentation to Human Resources as outlined above in 6.10.; or
- Choose not to disclose their vaccination status.

6.11.3. These employees **will be placed on an unpaid leave on absence** and will not be permitted to use sick time, vacation days, floating holidays, banked overtime, management overtime, or any other pay or time off options instead.

6.11.4. Employees will not be permitted to alter their schedule to work from home full-time because they choose not to become fully vaccinated or choose not to declare their vaccination status.

6.11.5. Human Resources will review the status of employees on leave every 13 weeks (or more often if necessary) to assess the continued need for leave. This review will include any changes regarding the pandemic, medical advice, legislation, and the employee's vaccination status.

6.11.6. Employees who become fully vaccinated at some point after November 15th, 2021, must upload their documentation to MyInfo on Dashboard before they can return to work (as outlined above in section 6.8.3). Please note that falsifying information will lead to discipline up to and including termination.

6.12. Employees who are not currently attending City Facilities

6.12.1. Employees who are currently off work on Long-term Disability or WSIB will **not** be required to prove documentation regarding their vaccination status until they return to work.

6.12.2. Human Resources will obtain their vaccination documentation as part of the return to work process.

6.13. Volunteers

6.13.1. Volunteers who choose not to be fully vaccinated will not be allowed to physically access City Facilities as of November 15th, 2021.

6.13.2. Any department that has volunteers in their area working in City Facilities will be required to ensure those volunteers provide proof that they are fully vaccinated no later than November 15th, 2021.

6.13.3. Any onsite volunteer who does not provide documentation issued by the Ministry of Health, Health Canada, the Windsor-Essex-County Health Unit, the Government of Canada, or the Government of Ontario proving that they are fully vaccinated will not be eligible to continue volunteering at City Facilities as of November 15th, 2021.

6.14. Contractors

6.14.1. City contractors who are not fully vaccinated will not be allowed to physically access City facilities as of November 15th, 2021.

6.14.2. Contractors must ensure that all of their employees accessing City Facilities are fully vaccinated. Every contractor will need to provide the City with written assurance that they have verified that all of their employees who will be accessing City Facilities are fully vaccinated.

6.14.3. Contractors who fail to follow this policy or falsify information may be subject to void contracts and denial of access to City Facilities.

6.15. Collection and Use of Information Relating to Vaccination Status

6.15.1. Employee vaccination status responses will be treated with the utmost confidentiality and will be kept in a secure and confidential location in the MyInfo section of Dashboard. Access will be restricted to a small number of employees in Human Resources. Employee's managers and supervisors **will not** have access to this information.

6.15.2. Information regarding employees' vaccination status will only be used to apply this policy. Vaccination status information will not be used for other employment purposes such as promotions or work assignments.

6.15.3. Information will be stored in accordance with applicable privacy legislation and will only be kept for as long as required to fulfil the identified purpose. The information will be destroyed when no longer required.

6.16. Time Off for Vaccinations

6.16.1. If an employee requires time off to obtain a COVID-19 vaccine, they should request authorization from their supervisor in advance.

6.16.2. Supervisors will make all reasonable efforts to allow employees to obtain their COVID-19 vaccination during work time. Employees will be paid for this time.

6.16.3. If an employee experiences symptoms following their vaccination and are unable to work or are not cleared by the DMS to attend work, they may use a bank (sick/vacation/MOT/BOT), paid/unpaid infectious disease emergency leave (if eligible), or take an unpaid leave of absence.

6.16.4. If a Collective Agreement includes restrictions for overtime eligibility if an employee is off sick, this article may be waived if an employee is experiencing symptoms after receiving a COVID-19 vaccine or if they are sent home by a DMS for precautionary purposes and use sick time. Please contact Employee Relations for more information (519-255-6515 or NWolf@citywindsor.ca).

6.17. Other COVID-19 Protective Measures

6.17.1. Other businesses and partners (e.g. agencies, community partners, service providers, etc.) that employees work with may have different standards and COVID-19 safety measures in place. Employees are expected to comply with those standards and safety measures.

6.17.2. In addition to all other existing health and hygiene practices and policies, the City requires that all employees do the following for the protection of our customers and residents:

- Adhere to any applicable federal or provincial mandate, directive, or legislation requiring vaccination and to the requirements outlined within the applicable mandate, directive, or legislation.
- Remain informed about COVID-19 and COVID-19 immunization as it relates to their role and/or professional requirements.
- Continue to follow health and safety protocols to ensure your safety and prevent the spread of COVID-19 before and after vaccination. This includes handwashing, physical distancing, wearing masks, the use of Personal Protective Equipment (PPE) as required by their position, etc.

6.18. Available Resources

- WECHU: [COVID-19 Vaccine Information Sheet](#)
- WECHU: [COVID-19 Vaccine Approval Process and Safety](#)
- WECHU: [COVID-19 Vaccine Myths, Facts, and FAQs](#)
- Government of Canada: [The facts about COVID-19 vaccines](#)
- Government of Ontario: [COVID-19 communication resources](#)
- Ministry of Health: [COVID-19 Vaccine Information Sheet](#)

6.19. Governing Legislation

- Accessibility for Ontarians with Disabilities Act, 2005
- Canada Labour Code
- Canadian Human Rights Act
- Constitution Acts, 1867 to 1982
- COVID-19 Emergency Response Act

- Emergencies Act
- Emergency Management and Civil Protection Act
- Employment Standards Act, 2000
- Human Rights Code
- Municipal Act, 2001
- Municipal Emergency Act, 2020
- Occupational Health and Safety Act
- Quarantine Act
- Reopening Ontario (A Flexible Response to COVID-19) Act, 2020
- Workplace Safety and Insurance Act, 1997

7. Records, Forms and Attachments

7.1. Records will be retained in accordance with the record retention requirements of the Municipal Freedom of Information and Protection of Privacy Act and the City of Windsor's Records Retention Disposal By-Law 12599, as amended from time to time.

7.2. Appendix A: HR Information Sheet: Vaccination Policy

7.3. Appendix B: Public Health Ontario Evidence Brief: Risk of COVID-19 Transmission from Vaccinated Cases.

7.4. References

"Coronavirus (COVID-19) | IPAC Canada". *Public Health Agency of Canada*, 2021, <https://ipac-canada.org/coronavirus-resources.php>.

"COVID-19 Vaccine Myths, Facts, And Faqs". *Windsor-Essex County Health Unit*, 2021, www.WECHU.org/cv/covid-19-vaccine-myths-facts-and-faqs.

"COVID-19: Effectiveness And Benefits Of Vaccination". *Public Health Canada*, 20 Aug 2021, www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19/vaccines/effectiveness-benefits-vaccination.html.

"COVID-19: Vaccine Safety And Side Effects". *Public Health Canada*, 13 Aug 2021, www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19/vaccines/safety-side-effects.html.

"Excess Mortality In Canada During The COVID-19 Pandemic". *Statistics Canada*, 28 Aug 2020, www150.statcan.gc.ca/n1/en/pub/45-28-0001/2020001/article/00076-eng.pdf?st=T9oISPQS.

"News Release: Health Unit Institutes Employee Vaccination Policy". *Windsor-Essex County Health Unit*, 27 Aug 2021, www.wechu.org/newsroom/news-release-health-unit-institutes-employee-vaccination-policy.

"Review of Canada's Initial Response to the Covid-19 Pandemic." *Canadian Public Health Association | Association Canadienne De Santé Publique*, 16 Feb 2021, www.cpha.ca/review-canadas-initial-response-covid-19-pandemic.

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits





**Office of the
Chief Administrative Officer**

January 4, 2022

Michael Heynsbroek
357 Legacy Lane
Belle River, ON
N0R1A0

Dear Michael:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a horizontal stroke extending to the right.

Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Joseph Mancina
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits



GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Michael Heynsbroek **POSITION:** Analyst Programmer

DEPT: Information Technology **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11, 19 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 14, 2022

EMPLOYEE SIGNATURE: Michael Heynsbroek

GRIEVANCE NO.: 07/22

UNION REP.: Mark Vander Voort

DISPOSITION OF GRIEVANCE/REASON: _____

DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits

UN



December 15, 2022

REGISTERED MAIL

Michael Heynsbroek
357 Legacy Lane
Belle River, ON N0R 1A0

RE: Rehire Offer

Dear Michael,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:

1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the Regular Full Time position you held at termination, on the terms and conditions that existed prior to your termination.
3. While your employment was terminated, you ceased participating in the City's benefits plans. On a prospective basis, from your date of rehire, your Green Shield benefits coverage will resume. For regular full time employees, your basic life insurance and LTD will be reinstated upon your date of rehire. For employees paying for optional life insurance at the time of termination, you will need to resubmit your application to Canada Life. Coverage will not be in effect until the application is accepted by Canada Life. For more details, contact Mitali Tailor, Pension & Benefits Specialist, at MTailor@citywindsor.ca.
4. While your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your seniority will also be restored on the date you return to work with the City.
6. Your vacation will be restored to your entitlement as set out under your collective agreement. Note, your vacation was paid out upon termination, so there will be no entitlement to 2022 vacation.
7. Your sick banks will be reinstated to the amount you accrued at termination. You will not receive monthly accrual for the period of time between your termination and return to work.

We recognize that this may be a very difficult decision and there may be many factors to consider. Accordingly, this offer will remain open until **4:30pm, December 23, 2022**. During this time, we encourage you to discuss with your union, or seek any legal or other professional advice you deem appropriate. **Please advise of your intention by emailing Ana Lillo, HR Business Partner, at ALillo@citywindsor.ca. Should you fail to advise of your intention by the date and time indicated, it will be deemed that your intention is not to return and you will be considered to have abandoned your employment.** If you elect to be rehired, a member of the Human Resources team will reach out to you to arrange a start date. We appreciate that you may need time to provide notice to a current employer and there may be updated training requirements that need to be verified prior to commencement.

We do wish to assure you that should you exercise this option, the Corporation will take all reasonable steps to ensure that you are welcomed back with dignity and respect, and it is also expected that you will act with dignity and respect toward both your employer and fellow employees.

Respectfully,

A handwritten signature in black ink, reading "Dana Paladino" in a cursive script.

Dana Paladino
Executive Director of Human Resources (A)

THIS IS EXHIBIT "G" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits





**Office of the
Chief Administrative Officer**

January 4, 2022

Andrea Dewhurst
3-1515 Langlois Ave
Windsor, ON
N8X 4M3

Dear Andrea:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a series of loops and a trailing line, representing the signature of Jason Reynar.

Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Jelena Payne
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "H" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits



GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Andrea Elizabeth Dewhurst **POSITION:** E.C.E.

DEPT: Ontario Early Years **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 13, 2022

EMPLOYEE SIGNATURE: Andrea Elizabeth Dewhurst

GRIEVANCE NO.: 23/22

UNION REP.: Mark Vander Voort

=====

DISPOSITION OF GRIEVANCE/REASON: _____

DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits



December 20, 2022

REGISTERED MAIL

Andrea Elizabeth Dewhurst
2416 Bying Road
Windsor ON N8W 3E8

RE: Rehire Offer

Dear Andrea,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:

1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the part-time position you held at termination, on the terms and conditions that existed prior to your termination.
3. If you were previously participating in the City's benefits plan, your participation ceased while your employment was terminated. On a prospective basis, from your date of rehire, you may elect to resume your Green Shield benefits coverage.
4. For employees who were participating in OMERS, while your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your vacation will be restored to your entitlement as set out under your collective agreement.

We recognize that this may be a very difficult decision and there may be many factors to consider. Accordingly, this offer will remain open until **4:30pm, January 11, 2023**. During this time, we encourage you to discuss with your union, or seek any legal or other professional advice you deem appropriate. **Please advise of your intention by emailing Ana Lillo, HR Business Partner, at ALillo@citywindsor.ca. Should you fail to advise of your intention by the date and time indicated, it will be deemed that your intention is not to return and you will be considered to have abandoned your employment.** If you elect to be rehired, a member of the Human Resources team will reach out to you to arrange a start date and discuss your hours of work. We appreciate that you may need time to provide notice to a current employer and there may be updated training requirements that need to be verified prior to commencement.

We do wish to assure you that should you exercise this option, the Corporation will take all reasonable steps to ensure that you are welcomed back with dignity and respect, and it is also expected that you will act with dignity and respect toward both your employer and fellow employees.

Respectfully,



Dana Paladino
Executive Director of Human Resources (A)

THIS IS EXHIBIT "J" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits





January 24, 2023

Andrea Elizabeth Dewhurst
2416 Bying Road Elizabeth
Windsor ON N8W 3E8

RE: Rehire Offer

Dear Andrea,

Further the Rehire Offer sent to you dated December 20, 2022, please be advised that we did not receive a response within the offer period indicated in the letter.

We therefore acknowledge your intention of not returning to work and abandoning your employment with the City of Windsor.

Respectfully,


Dana Paladino

Dana Paladino
Executive Director of Human Resources (A)

THIS IS EXHIBIT "K" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits





**Office of the
Chief Administrative Officer**

January 4, 2022

Adam Fevreau
1553 Front Road South
Amherstburg, ON
N9V 2M7

Dear Adam:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a horizontal stroke extending to the right.



Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Joseph Mancina
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "L" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
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Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

 
A Commissioner for Taking Affidavits

W

GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Adam Fevreau **POSITION:** P.C. Support Analyst

DEPT: Information Technology **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11, 19 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 14, 2022

EMPLOYEE SIGNATURE: Adam Fevreau

GRIEVANCE NO.: 02/22

UNION REP.: Mark Vander Voort

DISPOSITION OF GRIEVANCE/REASON: _____

DATE: _____ **DEPT. HEAD SIGNATURE:** _____

THIS IS EXHIBIT "M" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
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Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits





**Office of the
Chief Administrative Officer**

January 4, 2022

Jay Gannon
1840 Ellrose Ave.
Windsor, ON
N8W 4T8

Dear Jay:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a horizontal stroke extending to the right.

Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Jelena Payne
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "N" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits

GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Jay Gannon **POSITION:** Data Analyst

DEPT: Social Services **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 13, 2022

EMPLOYEE SIGNATURE: Jay Gannon

GRIEVANCE NO.: 04/22

UNION REP.: Mark Vander Voort

=====

DISPOSITION OF GRIEVANCE/REASON: _____


DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "O" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits

W



December 15, 2022

REGISTERED MAIL

Jay Gannon
1840 Ellrose Ave.
Windsor, ON N8W 4T8

RE: Rehire Offer

Dear Jay,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:

1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the Regular Full Time position you held at termination, on the terms and conditions that existed prior to your termination.
3. While your employment was terminated, you ceased participating in the City's benefits plans. On a prospective basis, from your date of rehire, your Green Shield benefits coverage will resume. For regular full time employees, your basic life insurance and LTD will be reinstated upon your date of rehire. For employees paying for optional life insurance at the time of termination, you will need to resubmit your application to Canada Life. Coverage will not be in effect until the application is accepted by Canada Life. For more details, contact Mitali Tailor, Pension & Benefits Specialist, at MTailor@citywindsor.ca.
4. While your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your seniority will also be restored on the date you return to work with the City.
6. Your vacation will be restored to your entitlement as set out under your collective agreement. Note, your vacation was paid out upon termination, so there will be no entitlement to 2022 vacation.
7. Your sick banks will be reinstated to the amount you accrued at termination. You will not receive monthly accrual for the period of time between your termination and return to work.

THIS IS EXHIBIT "P" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits

12



**Office of the
Chief Administrative Officer**

January 4, 2022

Vera Gorica
1863 Corbi Lane
Tecumseh, ON
N8N 1R2

Dear Vera:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a horizontal stroke extending to the right.

Jason Reynar
Chief Administrative Officer


cc:
Commissioner, Raymond Mensour
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "Q" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

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Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits

W

GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Vera Gorica **POSITION:** Recreation Centre Clerk

DEPT: Recreation Department **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 13, 2022

EMPLOYEE SIGNATURE: Vera Gorica

GRIEVANCE NO.: 05/22

UNION REP.: Mark Vander Voort

=====

DISPOSITION OF GRIEVANCE/REASON: _____

DATE: _____ **DEPT. HEAD SIGNATURE:** _____

THIS IS EXHIBIT "R" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits



December 15, 2022

REGISTERED MAIL

Vera Gorica
1863 Corbi Lane
Tecumseh, ON N8N 1R2

RE: Rehire Offer

Dear Vera,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:

1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the Regular Full Time position you held at termination, on the terms and conditions that existed prior to your termination.
3. While your employment was terminated, you ceased participating in the City's benefits plans. On a prospective basis, from your date of rehire, your Green Shield benefits coverage will resume. For regular full time employees, your basic life insurance and LTD will be reinstated upon your date of rehire. For employees paying for optional life insurance at the time of termination, you will need to resubmit your application to Canada Life. Coverage will not be in effect until the application is accepted by Canada Life. For more details, contact Mitali Tailor, Pension & Benefits Specialist, at MTailor@citywindsor.ca.
4. While your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your seniority will also be restored on the date you return to work with the City.
6. Your vacation will be restored to your entitlement as set out under your collective agreement. Note, your vacation was paid out upon termination, so there will be no entitlement to 2022 vacation.
7. Your sick banks will be reinstated to the amount you accrued at termination. You will not receive monthly accrual for the period of time between your termination and return to work.

We recognize that this may be a very difficult decision and there may be many factors to consider. Accordingly, this offer will remain open until **4:30pm, December 23, 2022**. During this time, we encourage you to discuss with your union, or seek any legal or other professional advice you deem appropriate. **Please advise of your intention by emailing Ana Lillo, HR Business Partner, at ALillo@citywindsor.ca. Should you fail to advise of your intention by the date and time indicated, it will be deemed that your intention is not to return and you will be considered to have abandoned your employment.** If you elect to be rehired, a member of the Human Resources team will reach out to you to arrange a start date. We appreciate that you may need time to provide notice to a current employer and there may be updated training requirements that need to be verified prior to commencement.

We do wish to assure you that should you exercise this option, the Corporation will take all reasonable steps to ensure that you are welcomed back with dignity and respect, and it is also expected that you will act with dignity and respect toward both your employer and fellow employees.

Respectfully,

A handwritten signature in black ink, reading "Dana Paladino" in a cursive script.

Dana Paladino
Executive Director of Human Resources (A)

THIS IS EXHIBIT "S" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits

W



**Office of the
Chief Administrative Officer**

January 4, 2022

Kimberley Hamm
1345 Road 2 East
Kingsville, ON
N9Y 2E4

Dear Kimberley:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a series of loops and a trailing line, representing the signature of Jason Reynar.

Jason Reynar
Chief Administrative Officer


cc:
Commissioner, Jelena Payne
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "T" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

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stated as being located in the City of Windsor in the Province of Ontario,
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Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits

W

GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Kimberley Hamm **POSITION:** Clerk - Leamington

DEPT: Social Services **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11, 19 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 14, 2022

EMPLOYEE SIGNATURE: Kimberley Hamm

GRIEVANCE NO.: 06/22

UNION REP.: Mark Vander Voort

DISPOSITION OF GRIEVANCE/REASON: _____

DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "U" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

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Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits



February 16, 2022

Ms. Vincenza Mihalo
Executive Director of Human Resources
Corporation of the City of Windsor
400 City Hall Square East, Suite 408
Windsor, ON N9A 7K6

Dear Ms. Mihalo:

RE: Kim Hamm Gr. #06/22

Please note that the Union is withdrawing the above-noted grievance on a without prejudice or precedence basis, and we reserve the right to file a similar or related grievance at any time.

If you have any questions and/or concerns, please do not hesitate to contact the Union Office.

Yours truly,

Diane Weaver / per Sandra

Diane Weaver
Recording Secretary


/st

c.c. file

THIS IS EXHIBIT "V" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits





December 15, 2022

REGISTERED MAIL

Kimberley Hamm
1345 Road 2 East
Kingsville, ON N9Y 2E4

RE: Rehire Offer

Dear Kimberley,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:

1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the Regular Full Time position you held at termination, on the terms and conditions that existed prior to your termination.
3. While your employment was terminated, you ceased participating in the City's benefits plans. On a prospective basis, from your date of rehire, your Green Shield benefits coverage will resume. For regular full time employees, your basic life insurance and LTD will be reinstated upon your date of rehire. For employees paying for optional life insurance at the time of termination, you will need to resubmit your application to Canada Life. Coverage will not be in effect until the application is accepted by Canada Life. For more details, contact Mitali Tailor, Pension & Benefits Specialist, at MTailor@citywindsor.ca.
4. While your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your seniority will also be restored on the date you return to work with the City.
6. Your vacation will be restored to your entitlement as set out under your collective agreement. Note, your vacation was paid out upon termination, so there will be no entitlement to 2022 vacation.
7. Your sick banks will be reinstated to the amount you accrued at termination. You will not receive monthly accrual for the period of time between your termination and return to work.

THIS IS EXHIBIT "W" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits





January 24, 2023

Kimberley Hamm
1345 Road 2 East
Kingsville ON N9Y 2E4

RE: Rehire Offer

Dear Kimberley,

Further the Rehire Offer sent to you dated December 15, 2022, please be advised that we did not receive a response within the offer period indicated in the letter.

We therefore acknowledge your intention of not returning to work and abandoning your employment with the City of Windsor.

Respectfully,

Dana Paladino

Dana Paladino
Executive Director of Human Resources (A)

THIS IS EXHIBIT "X" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

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Expires July 7, 2024.

A Commissioner for Taking Affidavits



**Office of the
Chief Administrative Officer**

January 4, 2022

Delilah Liburdi
3826 Harcourt St.
Windsor, ON
N9G 1R4

Dear Delilah:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, appearing to be 'Jason Reynar', with a stylized, looped design.

Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Jelena Payne
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "Y" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits

W

GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Delilah Liburdi **POSITION:** Data Analyst

DEPT: Social Services **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 13, 2022

EMPLOYEE SIGNATURE: Delilah Liburdi

GRIEVANCE NO.: 08/22

UNION REP.: Mark Vander Voort

=====

DISPOSITION OF GRIEVANCE/REASON: _____


DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "Z" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
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before me via videoconference at the City of Toronto in the Province of Ontario,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits





December 15, 2022

REGISTERED MAIL

Delilah Liburdi
3826 Harcourt St.
Windsor, ON N9G 1R4

RE: Rehire Offer

Dear Delilah,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:


1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the Regular Full Time position you held at termination, on the terms and conditions that existed prior to your termination.
3. While your employment was terminated, you ceased participating in the City's benefits plans. On a prospective basis, from your date of rehire, your Green Shield benefits coverage will resume. For regular full time employees, your basic life insurance and LTD will be reinstated upon your date of rehire. For employees paying for optional life insurance at the time of termination, you will need to resubmit your application to Canada Life. Coverage will not be in effect until the application is accepted by Canada Life. For more details, contact Mitali Tailor, Pension & Benefits Specialist, at MTailor@citywindsor.ca.
4. While your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your seniority will also be restored on the date you return to work with the City.
6. Your vacation will be restored to your entitlement as set out under your collective agreement. Note, your vacation was paid out upon termination, so there will be no entitlement to 2022 vacation.
7. Your sick banks will be reinstated to the amount you accrued at termination. You will not receive monthly accrual for the period of time between your termination and return to work.

THIS IS EXHIBIT "AA" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits





**Office of the
Chief Administrative Officer**

January 4, 2022

Melissa Marlein
313 Pickering Dr
Amherstburg, ON
N9V 1R7

Dear Melissa:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a horizontal stroke extending to the right.

Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Jelena Payne
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT 'BB' REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

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Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits

GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Melissa Lynn Marlein **POSITION:** Personal Support Worker

DEPT: Huron Lodge - Nursing **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 13, 2022

EMPLOYEE SIGNATURE: Melissa Lynn Marlein

GRIEVANCE NO.: 24/22

UNION REP.: Mark Vander Voort

=====

DISPOSITION OF GRIEVANCE/REASON: _____

DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "CC" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

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before me via videoconference at the City of Toronto in the Province of Ontario,
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Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits





December 20, 2022

REGISTERED MAIL

Melissa Lynn Marlein
313 Pickering Dr.
Amherstburg ON N9V 1R7

RE: Rehire Offer

Dear Melissa,

You were inadvertently sent a letter dated December 15, 2022. Please disregard that letter, as it was meant for returning Regular Full Time employees only.

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:

1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the part-time position you held at termination, on the terms and conditions that existed prior to your termination.
3. If you were previously participating in the City's benefits plan, your participation ceased while your employment was terminated. On a prospective basis, from your date of rehire, you may elect to resume your Green Shield benefits coverage.
4. For employees who were participating in OMERS, while your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your vacation will be restored to your entitlement as set out under your collective agreement.

We recognize that this may be a very difficult decision and there may be many factors to consider. Accordingly, this offer will remain open until **4:30pm, January 11, 2023**. During this time, we encourage you to discuss with your union, or seek any legal or other professional advice you deem appropriate. **Please advise of your intention by emailing Ana Lillo, HR Business Partner, at ALillo@citywindsor.ca. Should you fail to advise of your intention by the date and time indicated, it will be deemed that your intention is not to return and you will be considered to have abandoned your employment.** If you elect to be rehired, a member of the

Human Resources team will reach out to you to arrange a start date and discuss your hours of work. We appreciate that you may need time to provide notice to a current employer and there may be updated training requirements that need to be verified prior to commencement.

We do wish to assure you that should you exercise this option, the Corporation will take all reasonable steps to ensure that you are welcomed back with dignity and respect, and it is also expected that you will act with dignity and respect toward both your employer and fellow employees.

Respectfully,

Dana Paladino

Dana Paladino
Executive Director of Human Resources (A)

THIS IS EXHIBIT "DD" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
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Expires July 7, 2024.



A Commissioner for Taking Affidavits





**Office of the
Chief Administrative Officer**

January 4, 2022

Denise Morand
8888 Riverside Dr. East Apt. 2210
Windsor, ON
N8S 1H2

Dear Denise:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, appearing to be 'Jason Reynar', with a stylized, looped design.


Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Jelena Payne
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "EE" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits



GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Denise Morand **POSITION:** Clerk Junior (Team)

DEPT: Social Services **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11, 19 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 14, 2022

EMPLOYEE SIGNATURE: Denise Morand

GRIEVANCE NO.: 09/22

UNION REP.: Mark Vander Voort

DISPOSITION OF GRIEVANCE/REASON: _____


DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "FF" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits





December 15, 2022

REGISTERED MAIL

Denise Morand
2210-8888 Riverside Dr. East
Windsor, ON N8S 1H2

RE: Rehire Offer

Dear Denise,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:

1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the Regular Full Time position you held at termination, on the terms and conditions that existed prior to your termination.
3. While your employment was terminated, you ceased participating in the City's benefits plans. On a prospective basis, from your date of rehire, your Green Shield benefits coverage will resume. For regular full time employees, your basic life insurance and LTD will be reinstated upon your date of rehire. For employees paying for optional life insurance at the time of termination, you will need to resubmit your application to Canada Life. Coverage will not be in effect until the application is accepted by Canada Life. For more details, contact Mitali Tailor, Pension & Benefits Specialist, at MTailor@citywindsor.ca.
4. While your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your seniority will also be restored on the date you return to work with the City.
6. Your vacation will be restored to your entitlement as set out under your collective agreement. Note, your vacation was paid out upon termination, so there will be no entitlement to 2022 vacation.
7. Your sick banks will be reinstated to the amount you accrued at termination. You will not receive monthly accrual for the period of time between your termination and return to work.

THIS IS EXHIBIT "GG" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits

W



**Office of the
Chief Administrative Officer**

January 4, 2022

Brandy Robert
1338 Gladstone
Windsor, ON
N8X1L8

Dear Brandy:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a horizontal stroke extending to the right.

Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Raymond Mensour
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "HH" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.

A Commissioner for Taking Affidavits

GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Brandy Lee Robert **POSITION:** Data Clerk

DEPT: Parks and Rec **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 13, 2022

EMPLOYEE SIGNATURE: Brandy Lee Robert

GRIEVANCE NO.: 13/22

UNION REP.: Mark Vander Voort

=====

DISPOSITION OF GRIEVANCE/REASON: _____

DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "II" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits





December 15, 2022

REGISTERED MAIL

Brandy Lee Robert
1338 Gladstone
Windsor, ON N8X 1L8

RE: Rehire Offer

Dear Brandy,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:


1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the Regular Full Time position you held at termination, on the terms and conditions that existed prior to your termination.
3. While your employment was terminated, you ceased participating in the City's benefits plans. On a prospective basis, from your date of rehire, your Green Shield benefits coverage will resume. For regular full time employees, your basic life insurance and LTD will be reinstated upon your date of rehire. For employees paying for optional life insurance at the time of termination, you will need to resubmit your application to Canada Life. Coverage will not be in effect until the application is accepted by Canada Life. For more details, contact Mitali Tailor, Pension & Benefits Specialist, at MTailor@citywindsor.ca.
4. While your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your seniority will also be restored on the date you return to work with the City.
6. Your vacation will be restored to your entitlement as set out under your collective agreement. Note, your vacation was paid out upon termination, so there will be no entitlement to 2022 vacation.
7. Your sick banks will be reinstated to the amount you accrued at termination. You will not receive monthly accrual for the period of time between your termination and return to work.

THIS IS EXHIBIT "JJ" REFERRED TO IN THE AFFIDAVIT OF

NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits

W



**Office of the
Chief Administrative Officer**

January 4, 2022

Paul Zettel
1184 Jefferson Blvd.
Windsor, ON
N8S 2R4

Dear Paul:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a horizontal stroke extending to the right.

Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Christopher Nepszy
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "KK" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
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Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits



GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Paul Hector Zettel **POSITION:** Operating Engineer 4th Class

DEPT: Facilities **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 13, 2022

EMPLOYEE SIGNATURE: Paul Hector Zettel

GRIEVANCE NO.: 18/22

UNION REP.: Mark Vander Voort

=====

DISPOSITION OF GRIEVANCE/REASON: _____


DATE: _____

DEPT. HEAD SIGNATURE: _____

THIS IS EXHIBIT "LL" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits

W



December 15, 2022

REGISTERED MAIL

Paul Hector Zettel
1184 Jefferson Blvd.
Windsor, ON N8S 2R4

RE: Rehire Offer

Dear Paul,

As you may be aware, Windsor City Council revoked the City's Covid-19 Vaccination Policy on November 9, 2022. This means that City employees are no longer required to provide proof that they are fully vaccinated.

In light of this change, this letter is to confirm that the City is offering to rehire you under the following terms:

1. The period of time between your termination and your rehire will be considered a disciplinary suspension for failure to comply with the Policy.
2. Should you accept this offer, you will be rehired into the Regular Full Time position you held at termination, on the terms and conditions that existed prior to your termination.
3. While your employment was terminated, you ceased participating in the City's benefits plans. On a prospective basis, from your date of rehire, your Green Shield benefits coverage will resume. For regular full time employees, your basic life insurance and LTD will be reinstated upon your date of rehire. For employees paying for optional life insurance at the time of termination, you will need to resubmit your application to Canada Life. Coverage will not be in effect until the application is accepted by Canada Life. For more details, contact Mitali Tailor, Pension & Benefits Specialist, at MTailor@citywindsor.ca.
4. While your employment was terminated, you ceased participating in OMERS. On a prospective basis, from your date of rehire, you will resume participating in OMERS. Your pension options for treatment of benefits associated with your past service will be dependant upon the elections you made upon your termination. For further information around what options you may have, you may reach out to OMERS Member Experience at 1-800-387-0813 or 416-369-2444.
5. Your seniority will also be restored on the date you return to work with the City.
6. Your vacation will be restored to your entitlement as set out under your collective agreement. Note, your vacation was paid out upon termination, so there will be no entitlement to 2022 vacation.
7. Your sick banks will be reinstated to the amount you accrued at termination. You will not receive monthly accrual for the period of time between your termination and return to work.

We recognize that this may be a very difficult decision and there may be many factors to consider. Accordingly, this offer will remain open until **4:30pm, December 23, 2022**. During this time, we encourage you to discuss with your union, or seek any legal or other professional advice you deem appropriate. **Please advise of your intention by emailing Ana Lillo, HR Business Partner, at ALillo@citywindsor.ca. Should you fail to advise of your intention by the date and time indicated, it will be deemed that your intention is not to return and you will be considered to have abandoned your employment.** If you elect to be rehired, a member of the Human Resources team will reach out to you to arrange a start date. We appreciate that you may need time to provide notice to a current employer and there may be updated training requirements that need to be verified prior to commencement.

We do wish to assure you that should you exercise this option, the Corporation will take all reasonable steps to ensure that you are welcomed back with dignity and respect, and it is also expected that you will act with dignity and respect toward both your employer and fellow employees.

Respectfully,

A handwritten signature in black ink, reading "Dana Paladino" in a cursive script.

Dana Paladino
Executive Director of Human Resources (A)

THIS IS EXHIBIT "MM" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
stated as being located in the City of Windsor in the Province of Ontario,
before me via videoconference at the City of Toronto in the Province of Ontario,
this 21st day of February, 2023,
in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Avleen Kaur Banwait, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.


A Commissioner for Taking Affidavits





**Office of the
Chief Administrative Officer**

January 4, 2022

Jean Marc Smith
1256 Askin Ave.
Windsor, ON
N9B2Y1

Dear Jean Marc:

On September 17, 2021 the City of Windsor implemented its COVID-19 Vaccination Policy in order to address the devastating impact of this global pandemic and to do everything we can to keep our employees and residents healthy and safe as possible. That policy stated that all employees were to become fully vaccinated by November 15, 2021 or alternatively, you could apply to receive an exemption pursuant to the *Ontario Human Rights Code/Canadian Human Rights Act*. You chose not to follow that policy and were placed on an unpaid leave as of that date.

A follow up letter was sent December 3, 2021 that informed you that if you had not received at least one dose of an approved vaccine by January 4, 2022 your employment would be terminated for cause effective that date.

According to our records, you did not provide any documentation as of this date showing that you are partially or fully vaccinated nor do you have a human rights exemption in place that has been approved by the City.

As such, you are in violation of the City's COVID-19 Vaccination Policy and your employment will be terminated for just cause effective immediately since you have refused to comply with this City policy. In addition, your actions have rendered you no longer qualified for your position due to your failure to become vaccinated or obtain an approved exemption.

Should there be outstanding wages owing to you (including vacation earned but not taken, overtime, banked time etc.) this money will be paid to you via electronic deposit. Your group benefits will terminate immediately.

If you are enrolled in the OMERS pension plan you will receive documentation from OMERS with regard to pension options.

Your Record of Employment (ROE) will be submitted electronically to Service Canada within five days of your final pay date. To view a copy of the ROE, you can do so by visiting Service Canada at www.canada.ca and going to "my account".

If you have any personal belongings on site we will make arrangements to send them to you directly.

We ask that you direct any further communication about benefits to esc@citywindsor.ca who will assist in ensuring that your needs are met. Alternatively, the ESC can be reached at 519-946-1372.

Your manager will contact you for any items you have belonging to the Corporation.

We are saddened by having to end our relationship in this manner, but we wish you all the best in your future endeavours.

Respectfully,

A handwritten signature in black ink, consisting of a series of loops and a horizontal stroke extending to the right.


Jason Reynar
Chief Administrative Officer

cc:
Commissioner, Jelena Payne
Executive Director of Human Resources, Vincenza Mihalo
Union/Association, Local 543

THIS IS EXHIBIT "NN" REFERRED TO IN THE AFFIDAVIT OF
NORBERT WOLF

Sworn (or Affirmed or Declared) Remotely by Norbert Wolf
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Province of Ontario, while a Student-at-Law.
Expires July 7, 2024.



A Commissioner for Taking Affidavits



GRIEVANCE REPORT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543

EMPLOYEE: Jean Marc Smith **POSITION:** Maintenance/Technical Support Person

DEPT: Housing & Children's Services **SUPERVISOR:** N/A

DEPT. GRIEVANCE IS BEING FILED AGAINST: Human Resources

NATURE OF GRIEVANCE:

The Corporation has violated the Preamble of the Collective Agreement (C.A.) between The Corporation of the City of Windsor and CUPE Local 543 as well as Article(s) 2, 10, 11 and any other Article(s) of the C.A. and any Policies, Procedures, Practices, by discharging the Grievor without just cause for failing to comply with Policy HRHAS-POL-0002 (COVID Vaccination) by not vaccinating and/or not disclosing their vaccination status. Furthermore, the Corporate Policy is not consistent with the Immunization Policy in Article 16 of the C.A. and as such is arbitrary and discriminatory in its application.

REQUEST FOR ADJUSTMENT:

1. The Grievor be immediately reinstated to their position with full redress and interest including compensation for lost wages, benefits and seniority.
2. The letter of discharge be rescinded and expunged from the Grievor's personnel file.
3. The Grievor be made whole and complete.
4. Any other remedy deemed appropriate in the circumstance.

DATE: January 13, 2022

EMPLOYEE SIGNATURE: Jean Marc Smith

GRIEVANCE NO.: 15/22

UNION REP.: Mark Vander Voort

=====

DISPOSITION OF GRIEVANCE/REASON: _____

DATE: _____

DEPT. HEAD SIGNATURE: _____