

# AGREEMENT

Between

The Corporation of the  
City of Niagara Falls

And

Canadian Union of Public Employees  
Local 133

**2019 – 2022**





## Table of Contents

	<b>Page</b>
Article 1 - Purpose .....	5
Article 2 - Recognition.....	5
Article 3 - Union Security.....	7
Article 4 - Probationary Period .....	7
Article 5 - Management's Rights.....	8
Article 6 - Discrimination .....	8
Article 7 - Stewards and Union Committees .....	9
Article 8 - Grievance Procedure .....	10
Article 9 - Discharge or Suspension Cases.....	14
Article 10 - Employee File.....	14
Article 11 - No Strikes or Lockouts.....	15
Article 12 - Seniority .....	15
Article 13 - Job Postings.....	18
Article 14 - Layoff - Recall.....	20
Article 15 - Leave of Absence .....	22
Article 16 - Wages .....	23
Article 17 - Hours of Work.....	24
Article 18 - Meal Period .....	25
Article 19 - Overtime .....	26
Article 20 - Vacations .....	29
Article 21 - Paid Holidays.....	30
Article 22 - Shift Premiums .....	32
Article 23 - Transfers .....	32
Article 24 - Employee Benefit Plans .....	34

Table of contents continued...

Article 25 - Sick Leave .....	37
Article 26 - Pensions .....	40
Article 27 - Workers Compensation .....	41
Article 28 - Bereavement Leave .....	41
Article 29 - Special Allowances .....	42
Article 30 - Emergency Call In .....	43
Article 31 - On Call Pay.....	43
Article 32 - Work and Protective Clothing.....	44
Article 33 - Jury Duty .....	45
Article 34 - Legislation .....	45
Article 35 - Technological Changes and Contracting Out.....	45
Article 36 - Safety and Health .....	46
Article 37 - Bulletin Boards.....	47
Article 38 - Notices.....	47
Article 39 - Voting Time for Government Elections .....	48
Article 40 - Mileage Allowance.....	48
Article 41 - Job Evaluation Maintenance Manual .....	48
Article 42 - Training .....	55
Article 43 - Duration of Agreement.....	55

**Table of Contents continued...**

**Letters of Understanding / Intent**

Training, Provincial and Regional Government and Bi-lingual Matters .....	56
Staffing and Long Term Disability .....	58
Contingent Staff in Recreation and Culture.....	59
Reimbursement for Professional Fees and Licences .....	60
Transfers .....	61
Emergency Scheduling and Overtime .....	62
Winter Operation - 14 hour shift.....	63
Winter Operation - 12 hour shift schedule.....	64
Flexible Hours .....	66
Aquatic and Coop Students .....	67
Retiree Benefits .....	69

**2019-2022 Rate Schedule**

## **Collective Agreement**

**Between**

**The Corporation of the City of Niagara Falls**

**Niagara Falls Ontario**

**(Hereinafter called the “Corporation”)**

**And**

**Canadian Union of Public Employees and It’s Local 133**

**(Hereinafter called the “Union”) Purpose**

### **Article 1 - Purpose**

- 1.01 The purpose of the Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances, complaints; and in the mutual interest of the employees and the Corporation to set forth provisions for the efficient operation of all functions involved, under methods that will further to the fullest extent possible the moral well being, security and safety of the employees, economy of operation, quality and quantity of work performed, good housekeeping, proper care of City equipment and the protection of property.

Now therefore, the parties agree as follows:

### **Article 2 - Recognition**

- 2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all of the employees of the Corporation save and except the following which are excluded:
- Department Heads and Deputy Department Heads and persons above the rank of Department Head
  - Persons employed as Professional Engineers
  - Superintendents and Assistant Superintendents
  - Managers and Assistant Managers
  - Supervisory Staff
  - Executive Assistant to the Chief Administrative Officer
  - Executive Assistant to the Mayor
  - Computer Operator
  - Computer Programmer
  - Employees of the Human Resources Division
  - Secretaries to the Mayor, the Chief Administrative Officer, Department Heads, and the City Council

- Secretary 1
- Students hired under a Co-operative Program not in bargaining unit
- School Crossing Guards
- All contingent staff currently exempt in Parks, Recreation & Culture
- Market Clerk
- Employees covered by the Niagara Falls Professional Fire Fighters Collective Agreement
- Business Development Officer
- Network Administrator

2.02 The Corporation agrees to notify the Union, in writing, of the name and classification of persons newly assigned to the classification excluded from the Bargaining Unit set out in Section 2.01.

2.03 If the Union wishes to discuss such an exclusion, the Union will give written notice to the Corporation, and a meeting of the Parties will be held promptly for such discussion.

If agreement is not reached in such discussion, the Union may apply under Section 106 (2) or the appropriate Section of the Ontario Labour Relations Act for a ruling.

2.04 The word "employee" in this Agreement shall mean the employees for whom the Union is Bargaining Agent as set out in Section 2.01.

2.05 The word "days" in this Agreement, except in Articles 35.02 and 35.05 shall not include Saturdays, Sundays and the paid holidays as observed in Article 21.01.

2.06 Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for the purpose of emergency matters affecting life or property, instruction, experimenting, and provided that the act of performing the aforementioned operations, in itself does not reduce the hours of work or pay of any employee.

2.07 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement.

2.08 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used whenever the context so requires.

2.09 (a) A summer student (not including a co-op student) shall be recognized as an employee who is hired during the summer period (May - September) and who has a return date to a continuing educational Institute. A student may work for the City for a maximum of four summer work terms.

(b) A part-time student shall be recognized as an employee who is hired to work after school and weekends to work up to a maximum of 24 hours per week and/or a maximum of 650 hours per year. The part-time student must be a

minimum of 17 years old and attending school on a full time basis. A part-time student may work, only, if employees laid off have been first provided an opportunity to perform the work.

- 2.10 Child/children will also be recognized as a child for whom the employee has legal custody, excluding foster children.

### **Article 3 - Union Security**

- 3.01 The Corporation agrees that each new employee after fifteen (15) working days of employment (within a twelve month period) and each present employee shall, as a condition of employment:

- (a) become and remain members in good standing of the Union; and
- (b) have deducted bi-weekly from the first pay following the first fifteen (15) working days, initiation fees where applicable and such monthly Union dues as are uniformly levied in accordance with the Constitution and By-Laws of the Union.

The total amount of the bi-weekly deduction will be transmitted bi-weekly to the Secretary Treasurer of the Union.

- (c) on commencing employment, whether casual or permanent, the Human Resources Representative shall provide the new employee with a copy of the current Collective Agreement.
- 3.02 With the first transmission of dues, the Corporation will deliver a list of the employees from whom deductions were made and the amount of the deductions. With subsequent transmission, the Corporation will show any changes in employees or deductions.
- 3.03 The Union will deliver to the Corporation, a letter certified by the Secretary Treasurer, setting out the amounts of initiation fees and bi-weekly dues mentioned in Section 3.01 and the name and address of the Financial Secretary. The Union will save the Corporation harmless for any and all claims which may be made against the Corporation from amounts deducted from employees' pay as herein provided.
- 3.04 At the same time that Income Tax (T-4) slips are being prepared, the Corporation shall include the amount of Union dues paid by the Union member in the previous year.

### **Article 4 - Probationary Period**

- 4.01 The probationary period for an employee in the salary classifications shall be ninety (90) working days for any position in salary levels T1 to 3 and one hundred and twenty (120) working days for any positions in a salary levels 4 and above. The probationary period for an employee in the hourly rated classifications shall be ninety (90) working days for any positions in salary levels 1-1 to 4 and one hundred and twenty (120) working days for any positions in salary levels 5 and above.

“Working days” shall be interpreted to mean time actually worked by the employee not including overtime. Sick days, lieu days, vacation days, etc. will be deducted from the number stipulated and added on to the end of the required time until the number of days stipulated has been worked. Bereavement will be excluded from the deduction of days during the probationary period.

#### **Article 5 - Management’s Rights**

- 5.01 The Union acknowledges that it is the exclusive function of the Corporation to:
- (a) Maintain order, discipline and efficiency;
  - (b) Discharge, suspend, layoff, demote or otherwise discipline an employee for just cause, layoff or demote an employee according to seniority, hire, classify, direct, transfer or promote an employee; and
  - (c) To manage all functions in which the Corporation is engaged and without restricting the generality of the foregoing, to determine the work to be performed, methods, schedules of production, kinds, location and output of machines, and maintenance of same and tools to be used; processes and the control of materials and parts to be incorporated in the work.
- 5.02 The Corporation also has the right to make and alter from time to time, rules and regulations to be observed by the employees, provided that no change shall be made by the Corporation in such rules and regulations without prior notice to and discussion at a meeting referred to in Article 7.02 and 7.03.
- 5.03 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Corporation has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.
- 5.04 The Corporation shall not hire or retain in employment any person for full-time work, if such an employee is employed in full-time work with another employer, provided a suitable and so qualified person is available for employment.

#### **Article 6 - Discrimination**

- 6.01 The employer agrees that there shall be no discrimination, interference, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, handicap, sex or marital status, sexual orientation, place of residence nor by reason of their membership or activity in the Union as provided in Section 6.02.
- 6.02 Conversely, there shall be no intimidation, restraint, coercion or harassment exercised or practiced upon employees or Management by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on

Corporation premises during working hours, excepting as is provided in this Agreement.

## **Article 7 - Stewards and Union Committees**

**7.01** The Corporation will recognize:

- (a) A Chief Steward and twelve (12) Stewards, each of whom shall be employed in and represent one of the following present groups of employees:
  - 1. City Hall (2)
  - 2. Arenas - Swimming Pools
  - 3. Parks
  - 4. Cemeteries
  - 5. Environmental Services
  - 6. Streets Section (2)
  - 7. Service Centre and Garage
  - 8. Recreation Administration and Programs
  - 9. Parking and Traffic
  - 10. MacBain Centre
- (b) A Union Grievance Committee of five (5) employees, of whom one (1) shall be the President of the Union or their representative; a second shall be the Chief Steward and a third shall be the Recording Secretary of the Union. Another shall be the Steward concerned with the Grievance, if applicable. At no point will there be more than five (5) employees on the Committee when meeting with the Employer.
- (c) A Union Negotiating Committee of five (5) employees, of whom one (1) shall be the President of the Local or their representative; a second shall be the Recording Secretary of the Union, a third shall be the Chief Steward for the purpose of reviewing or amending this Agreement. In the six (6) months period preceding the expiry of the Collective Agreement, the Union Negotiating Committee and alternates will be allowed one (1) day off without pay to prepare for negotiations.
- (d) The Stewards and members of the Union Committees shall have been placed on the seniority list.
- (e)
  - (i) The Union shall notify the Corporation in writing of the names of its Officers, the Stewards and the Union Committees.
  - (ii) The Corporation shall notify the Union in writing of the names of the Corporation Officials who have functions under this Agreement and stating the functions.
  - (iii) The Union shall introduce all new employees to their Steward or Representative.

(f) Whenever an official representing one of the parties provided for in this Agreement is unable to act, the party concerned may appoint a substitute. The Union shall notify the Human Resources Representative twenty four (24) hours in advance of the names of its officials attending any meetings referred to in this Agreement. Upon request of the Union President, the Human Resources Representative shall provide advance notice of the names of officials attending any meetings referred to in this Agreement.

7.02 A Labour Management Committee shall be formed to which the Union shall be entitled to appoint five (5) members, one of which shall be the President of the Union or their representative; a second shall be the Recording Secretary of the Union; a third shall be the Chief Steward.

7.03 Meetings of the Labour Management Committee shall be held at the request of either party within ten (10) days of such request at a time mutually agreed to by both parties. Items for discussion shall be provided to the Recording Secretary at least seven (7) days prior to the time of the scheduled meeting.

7.04 It is understood that a Steward has their regular work to perform on behalf of the Corporation and that the Steward will not leave their work without obtaining permission from their Supervisor, in writing on the appropriate form. When resuming their regular work the Steward will report to the Supervisor and will give any reasonable explanation which may be requested with respect to their absence. It is clearly understood that a Steward will not absent themselves from their regular work unreasonably in order to deal with Grievances of employees. In accordance with this understanding, the Corporation agrees to compensate, in accordance with the terms of this Agreement, a Steward for their hours spent in servicing Grievances of employees (this includes meetings with the Corporation involving an official third party such as Grievance Settlement Officer, Conciliator, Mediator and arbitration hearings;) and also a Union Grievance Committee Member, a Union Negotiating Committee Member for time spent in attending meetings with the Corporation during their normal working hours.

7.05 When an employee is required, in accordance with this Collective Agreement, to conduct business on behalf of the Union during working hours, the employee will report to their supervisor immediately following the conclusion of said business.

#### **Article 8 - Grievance Procedure**

8.01 It is the mutual desire of the parties that complaints of employees be adjusted as promptly as possible. It is understood that an employee has no grievance until the employee has first given their immediate supervisor an opportunity to adjust their complaint. An employee shall discuss their complaint, within eight (8) days of the alleged occurrence, directly with the employee's immediate supervisor. The employee may, if so desires, be accompanied by the Union Steward. The immediate supervisor shall, following investigation, give their verbal reply within two (2) days after hearing the complaint, with the Union Steward in attendance if the employee so desires. If the

employee chooses to waive their right to be accompanied by a Union Steward, the employee must waive such right in writing.

**8.02 Step 1**

If not settled, a grievance will be submitted on a standard grievance form within three (3) days to the immediate supervisor's supervisor or the employee's representative. Such grievance shall include:

1. The date of submission.
2. The grieving employee's signature or if absent due to vacation, illness, etc. the Union on the employee's behalf.
3. The nature of the grievance.
4. The remedy sought.
5. The clause(s) of the Agreement allegedly violated or the alleged occurrence said to have caused the grievance.

The Chief Steward, accompanied if they wish by the appropriate Steward, shall be given an opportunity to discuss the grievance with the immediate supervisor's supervisor or the employee's representative within three (3) days of submission of the grievance.

The immediate supervisor's supervisor or the supervisor's representative shall give their decision in writing within three (3) days of the discussion.

**8.03 Step 2**

If not settled at Step 1, and the immediate supervisor's supervisor is someone other than the Department Head, the Grievor and a maximum of three (3) members of the Grievance Committee shall, within five (5) days present the grievance to the Department Head or their designate who shall have five (5) days within which to meet with the Grievance Committee and reply in writing to the grievance.

**8.04 Step 3**

If not then settled, the grievance will, within three (3) days be submitted in writing by the Union Grievance Committee to the Chief Administrative Officer to be dealt with at a meeting to be held within fifteen (15) days of the submission. At Step 3 meetings, the Union Grievance Committee shall be present. The Grievor and/or National Union Representative may be present if requested by either Party. The decision of the Chief Administrative Officer, or the Union Grievance Committee in the case of a Corporation grievance, shall be given in writing within five (5) days after the meeting at which it was discussed.

8.05 The decisions in Steps 1,2 and 3 shall specify the facts and reasons upon which the decision is based.

Prior to a grievance being submitted to arbitration either party may request the assistance of a Grievance Mediation Officer. If the parties utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation the time limits will commence the day following said meeting.

The parties will jointly share the cost of the Grievance Mediation Officer services.

8.06 **Step 4**

If not then settled, the grievance may, within twenty (20) days be referred to Arbitration as follows:

(a) Written notice shall be given to the other party formally stating the subject of the grievance and, at the same time, nominating an Arbitrator. Within five (5) days after receipt of such notice, the other party shall name an Arbitrator. The Arbitrators representing the two (2) parties shall meet as soon as possible and will attempt to agree upon a Chairman of the Arbitration Board and failing such agreement within five (5) days after they have first met, either party may, within five (5) days request the Ministry of Labour for the Province of Ontario, to name such Chairperson.

Notwithstanding this article, the parties recognize that they may submit a matter to arbitration in the manner prescribed by Section 45 of the Ontario Labour Relations Act.

(b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairperson, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within thirty (30) days after Arbitration proceedings have commenced. The decision of the majority of such Arbitration Board shall be final and binding on both parties to the Agreement and in the event that it is not possible for the Board to reach a majority decision then the Chairperson's decision shall be final and binding.

(c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions in this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

(d) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the

Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question or arbitrability and proceed with the matter on the merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Grievance Committee in the case of a Corporation Grievance, shall stand.

- (e) Each of the parties hereto will bear the expense of its representatives, and the Arbitrator appointed by it, and the parties shall share equally the expenses of the Chairman of the Arbitration Board.
- (f) No person shall be selected as a Chairperson who has been directly involved in attempts to negotiate or settle the grievance, or one who has any pecuniary interest in the Corporation or in the Union.

- 8.07 No grievance shall be considered in any Step unless it has been properly carried through all previous Steps of the Grievance Procedure required by this Agreement, except that if at any Step of this Grievance Procedure, the Corporation or the Union does not give its answer within the allotted time limit, the Grievance may be carried to the next Step within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.
- 8.08 Within ten (10) days of the event upon which a group or policy grievance is based, the Corporation or the Union may submit a grievance in writing to the other, alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the Section or Sections of the Agreement claimed to be violated or relied upon, and the matter shall be dealt with in accordance with Step 3 and the balance of the Grievance Procedure.
- 8.09 When more than one employee working for one Supervisor, or in the case of City Hall, one Department Head, have a common grievance, a single grievance shall be presented as provided in Section 8.02 Step 1 and shall set out the names of the employees to whom it applies.
- 8.10 If a grievance is not submitted within the time limits provided, it shall be deemed to be abandoned.
- 8.11 At any stage of the Grievance Procedure, including Arbitration the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the workplace and to view disputed operations and to confer with necessary witnesses.

- 8.12 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement.

### **Article 9 - Discharge or Suspension Cases**

- 9.01 A claim by an employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer within five (5) days after the discharge, or within five (5) days after the Union and the Chief Steward have been notified in writing of the discharge, whichever is the later. Such special grievance shall be dealt with at Step 3 and the balance of the Grievance Procedure.
- 9.02 Such special grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties, including Arbitration.
- 9.03 A claim by an employee that they have been unjustly suspended shall be treated as a grievance if such grievance is lodged with the Department Head within five (5) days after the suspension, or within five (5) days after the Union and Chief Steward have been notified in writing of the suspension, whichever is the later. Such special grievance shall be dealt with at Step 2 and the balance of the Grievance Procedure.
- 9.04 The Corporation will notify the Union, the Chief Steward and the employee concerned, in writing in all discharge and suspension cases within five (5) days of the occurrence, or within five (5) days of the Corporation having knowledge of the incident upon which the discharge or suspension is based, unless the Corporation requests an extension, in writing, of the above period, the extension will be granted for five (5) days from the date of the request. The notification will give the name of the employee concerned and the reason for discharge or suspension.

### **Article 10 - Employee File**

- 10.01 If an employee who has been disciplined maintains a clear record for two (2) years following their last discipline, the employee's record shall be cleared as of the end of such period.
- 10.02 An employee may request to see their personnel file and have entered into the file any objection related to the file contents. At the option of the employee, a request to view the file may be made through the Recording Secretary of the Union. The employee shall have the right to be accompanied by either the President, Recording Secretary or Chief Steward of the Union. When the Union Recording Secretary receives the request, it shall be passed on, in writing, to the immediate supervisor and Human Resources Representative who shall arrange for the employee to view the file within two (2) working days of the request. No more than two requests will be granted per employee in any twelve (12) month period.

### **Article 11 - No Strikes or Lockouts**

- 11.01 During the life of this Agreement, the Union agrees that there will be no strike and the Corporation agrees that there will be no lockout. The definitions of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act of the Province of Ontario as amended from time to time.
- 11.02 No employee shall be obligated to cross a picket line which exists in support of a legal strike or lockout if the crossing of such picket lines would cause harm or damage to the person or property of the employee.

### **Article 12 - Seniority**

- 12.01 Seniority is defined as the length of credited service with the employer and shall be calculated as described in Article 12.08.
- It is understood that all the following seniority rights are designed to give to each employee, according to their seniority with the Corporation, an equitable measure of job choice and job security consistent with the efficient operation of the business.
- 12.02 The Corporation shall prepare four (4) seniority lists, one (1) for permanent employees, one (1) for seasonal employees, one (1) for casual employees and one (1) for students. In cases where more than one employee has the same seniority date, permanent status will be determined by hours of work.
- 12.03 A permanent employee shall be an employee whom the Corporation expects will work the year round and who was successful on a permanent job posting, but the use of the word "permanent" shall not mean a guarantee of year-round employment.
- 12.04 A seasonal employee shall be an employee who has worked more than one hundred and sixty (160) consecutive working days not including overtime, or three seasons at one hundred and twenty (120) consecutive working days not including overtime but shall not include students.
- 12.05 A casual employee shall be an employee who has worked 90 equivalent days not including overtime. Equivalent is defined as total hours worked divided by applicable hours per day (8 hours or 7 hours). **An employee who is scheduled to work on the day of observance of one of the paid holidays and receives premium pay as per Article 21.03 (a) that day will be included as a working day in the calculation towards casual seniority.**
- 12.06 In no case shall a casual employee exercise seniority against a seasonal employee, nor shall a casual or seasonal employee exercise seniority against a permanent employee.
- 12.07 The Corporation shall prepare and post copies of seniority lists and provide copies to the Union. These lists shall be brought up to date as at April 30th and October 31st, of each year and copies shall be posted and copies delivered to the Union. At any time during working hours, up-to-date seniority information shall be available to Union Stewards on application to Human Resources.

12.08 An employee shall be placed on either the permanent or casual seniority list after completion of their probationary period. In the case of a permanent employee their seniority date shall be that of their date of hiring. In the case of a casual employee, their seniority date shall be the date of the first regular work day following the completion of the probationary period. An employee with casual seniority who completes one hundred and sixty (160) consecutive working days not including overtime or three seasons at one hundred and twenty (120) consecutive working days not including overtime of employment shall be transferred to the seasonal seniority list and their seniority shall be the date of the first regular work day following the completion of the one hundred and sixty (160) consecutive working days not including overtime or three seasons at one hundred and twenty (120) consecutive working days not including overtime. The employer will provide a list of all employees moving from Casual to the Seasonal list in accordance with this article.

12.09 Until an employee is so placed on a seniority list, they shall be known as a probationary employee who may not grieve regarding discharge provided that, at the request of the Union, such a discharge will be discussed at a meeting to be arranged by the Human Resources Representative within five (5) days of the report.

A casual or seasonal employee who becomes a permanent employee shall have seniority only from the date of commencing work as a permanent employee provided they have completed a trial period of sixty (60) working days. If such an employee reverts to the status of a casual or seasonal employee before the completion of their trial period, their original seniority shall be reinstated.

12.10 Operational Casual and Seasonal employees have the opportunity to bump up their seniority by working during the winter season whereby every day worked not including overtime during the winter season will bump up their seniority by one day to be based on hours worked ending March 31<sup>st</sup> annually.

Total hours worked - Summer hours worked = Total hours worked for winter season.  
(April to March) (recall to seasonal layoff)

As a result the new casual and seasonal seniority dates will be used for operational positions posted in Cemeteries, Service Centre, Arenas etc. (not including clerical/administrative positions). The original casual and seniority dates will be used for non-operational positions (including clerical/administrative).

12.11 An employee, which includes seasonal and casual classifications, shall be deemed to have terminated their employment and have lost their seniority rights for the following reasons:

- (a) If the employee quits;
- (b) After twenty-four (24) consecutive months of layoff;
- (c) If the employee is discharged and the discharge is not reversed through the Grievance Procedure;

- (d) If an employee has been absent for five (5) consecutive days without having notified directly their foreman or supervisor, unless a satisfactory reason is given;
- (e) If an employee is laid off and fails to return to work within five (5) days after being notified by registered mail to their last known address on the Corporation records to report to work;
- (f) If an employee overstays a leave of absence granted by the Corporation in writing and does not secure an extension of such leave;
- (g) If an employee has not returned to work after an absence due to illness of two (2) years, the position vacated by that employee may be posted as a permanent vacancy.

Notwithstanding clause 13.02 after this initial two (2) year period, when the employee is fit to return to work, they shall be placed in the first available vacancy for which they are qualified to perform the duties.

12.12 Seniority shall not be considered as broken during:

- (a) an absence due to illness; or
- (b) while on leave of absence granted by the Corporation.
- (c) while on bereavement

12.13 (a) An employee promoted to a Corporation position outside the Bargaining Unit, either in a temporary or permanent capacity, shall accumulate seniority under this Collective Agreement for a period of twelve months from the date upon which the employee assumed their new duties; such an employee on their return to the Bargaining Unit shall, subject to Article 13.01, exercise their accumulated seniority in the position in which they were classified at the time they left the Bargaining Unit. Such vacant positions as a result of the transfer will be posted as per Article 13.

(b) An employee who is the incumbent in a position which is taken over by the Regional Municipality of Niagara and who accepts that position with the Regional Government, shall accumulate their seniority in the Level One Classification under this Collective Agreement for a period of twelve (12) months from the date upon which the employee assumed their new duties. During such twelve month period, but not after, if they should choose to return to the Bargaining Unit, the employee will exercise their seniority in the Level One Classification.

(c) No employee shall be compelled to transfer to a position outside the Bargaining Unit.

12.14 Should the Corporation merge, amalgamate or combine any of its operations or functions with another municipal employer, the Corporation will endeavour to arrange, where practical, for the retention of seniority rights, salary and wage levels, for each

employee of the Corporation who thus becomes an employee of such other municipal employer.

- 12.15 The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls, and terminations of employment.

### **Article 13 - Job Postings**

- 13.01 In promotions, demotions, transfers, layoff and recall, the following factors shall be considered:

- (a) Qualifications, knowledge, efficiency and ability to do the work of the job;
- (b) Physical fitness;
- (c) Length of continual service, and when factors (a) and (b) are relatively equal, factor (c) shall govern.

- 13.02 Employees shall work on jobs assigned to them by the Corporation from time to time, provided that the right to make permanent transfers shall, subject to 13.01 be dealt with in the following manner:

- (a) The initial vacancy shall be posted for a period of six (6) days. Subsequent vacancies, not to exceed a maximum of four (4), resulting from the transfer of employees as a result of the initial vacancy shall be posted for four (4) days. If no suitable candidate applies, the job may be filled by the Corporation from among other employees, or by new hirings. If an applicant to the posting is awarded the vacant position and then withdraws or is successful on another posting prior to starting the first job, the employer will then award the vacant position to the next qualified senior applicant.
- (b) The posting shall show the classification vacant, the requirements of the job and the wages for it.
- (c) (i) An employee may apply for a posted job as designated on the posting, setting out in detail their qualifications for the job except as follows:

**An employee who accepts a temporary posting must remain in the temporary position until the temporary position ends or for at least six (6) months, whichever comes first. The employee shall be permitted to vacate the temporary position earlier if the employee is accepting a permanent position. Upon acceptance of the permanent position the employee shall not be permitted to apply or be awarded any further temporary job postings for a period of six (6) months, unless the temporary posting is a promotion at a higher rate of pay.**

- (ii) If an applicant does not have the educational requirements in accordance with Article 13.01, they must be able to pass such tests as are required by the Corporation.

- (iii) Where the senior applicant is not recommended to fill a vacancy, the Union shall be notified and a meeting, if requested, shall be held within five (5) days between the Union, Human Resources and the affected Department to discuss the reasons for recommending a junior applicant.
  - (iv) If the parties do not agree with the recommendation, the senior applicant shall be advised of the reasons in writing, by the hiring department, and the matter may proceed through the grievance procedure if necessary, commencing at Step 3.
  - (v) The Corporation shall not hire to fill the vacancy, from outside the bargaining unit, if a grievance has been filed on the posting until an answer has been provided at Step 3 of the Grievance Procedure.
  - (vi) **If there are no qualified applicants**, within three (3) days of being notified, the Union may request a tryout period, in accordance with 13.02(g), be given to a **maximum of the two (2) most senior applicants** whom the employer proposes to bypass. If the employee proves successful the employee will be placed in the job immediately.
  - (vii) If the applicant proves satisfactory the length of the tryout period shall be used to fulfill or reduce the time required to progress from the "A" rate to "B" rate shown in the wage schedule.
  - (viii) Upon filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant.
  - (ix) A casual or seasonal employee accepted on their first permanent job posting, must successfully complete the 60 day trial period prior in order to be eligible to bid on another temporary or permanent job posting.
- (d) The Corporation shall be free to temporarily fill a vacancy immediately if it sees fit, and no grievance may be filed under this section 13.02 within the first **thirty (30) working days** of the vacancy being filled on a temporary basis. All vacancies shall be posted within **thirty (30) working days**.
  - (e) Should the Corporation intend to postpone the filling of a vacancy, or not fill it, the Union shall be notified within ten (10) working days. The Union may request a meeting with the Human Resources Representative to discuss the decision of the Corporation.
  - (f)
    - (i) In cases of promotion requiring higher qualifications or certification, the Corporation shall give serious consideration to the senior employee who does not possess the required qualifications, but is preparing for final qualifications prior to the filling of a vacancy.
    - (ii) The Corporation may give consideration to not filling a position for a period of up to six (6) months where an existing employee is preparing

for qualifications. An extension of a further six (6) months may be granted if an examination has been written and the results are not known.

- (g) An employee accepted for a posted job shall be given a trial period consisting of sixty (60) days during which they are performing the duties of the position. In the event the successful applicant proves unsatisfactory during the trial period or is displaced as a result of a bump, the employee shall revert to their former classification and rate without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of jobs, shall be returned to their former classification and rate without loss of seniority.
- (h) If an employee fails the trial period and is returned to their former classification, the Corporation shall post the position for four (4) days in accordance with 13.02(a).

13.03 In vacancies caused as a result of an absence due to LTD, extended illness, or disability pension, the Corporation agrees that:

- (a) Any posting will specify temporary vacancy caused due to LTD (extended illness or disability) and will not exceed two (2) years.
- (b) The filling of the vacancy will be in accordance with Article 13 -.
- (c) An employee with seniority who is the successful applicant on a temporary posting, will be returned to their former position upon the completion of the temporary posting. If the senior employee's position no longer exists, the employee will be allowed to exercise their bumping rights in accordance with the Collective Agreement.
- (d) The Union will be notified in writing of persons accepted for LTD.

#### **Article 14 - Layoff - Recall**

14.01 Subject to the provisions of 13.01, when layoffs are necessary, employees shall be laid off in the following order, on a City-wide basis:

1. Probationary casual employees;
2. Casual employees on the seniority list by order of seniority;
3. Seasonal employees on a seniority list by order of seniority;
4. Probationary permanent employees;
5. Permanent employees on the seniority list by order of seniority.

- 14.02 Employees shall be recalled after layoff in the reverse order to that in which they were laid off.
- 14.03 In the case of a casual employee on the seniority list in a clerical (salaried) position, such employee shall not have their employment disrupted by another casual employee unless the senior casual employee is qualified to perform the work and is familiar with the assignment or there is less than ten (10) working days left in the assignment.
- 14.04 The Corporation will give five (5) days' notice to a regular employee of a layoff which exceeds five (5) days.

Provided, however, that such notice of layoff shall not be deemed necessary:

- (a) when an employee has been recalled after layoff and has worked less than five (5) days, or
  - (b) shall apply on an extended basis, up to thirty (30) days when it is intended to apply to the end of a project or its discontinuance due to the weather.
- 14.05 In the case of a casual or seasonal employee it shall only be necessary for the Union to be notified and notice to be posted, five (5) days in advance of a general seasonal layoff.
- 14.06
- (a) A permanent employee whose position is discontinued or who is being displaced may within ten (10) working days of receipt of written notification of the elimination or displacement, displace a less senior employee only if the employee meets the stated qualifications on the job description.
  - (b) The senior employee shall notify the Human Resources Representative of their decision. Should there be two (2) identical positions in a department, the senior employee shall advise which specific position they want to displace.
  - (c) A permanent employee may displace a temporary employee providing that the employee meets the stated qualifications on the job description. Upon the completion of the temporary position, the employee may within five (5) working days have another opportunity to displace a junior employee.
  - (d) An employee who is not accepted for a position due to lack of qualifications may within five (5) additional working days make an alternate selection. If this selection is also denied for lack of qualifications, the employee shall have three (3) days upon written notification to make another selection. The employee will be allowed to exercise their bumping rights a total of six (6) times.
  - (e) The Human Resources Representative or their representative will forward written notice of displacement to the employee being displaced with a copy of the latest seniority list showing the positions held by employees junior to that employee.

- (f) An employee who displaces a junior employee shall be given a trial period consisting of sixty (60) working days during which they are performing the duties of the position. The employee shall be entitled to five (5) training days during the trial period. In the event that the employee proves unsatisfactory during this trial period, the employee will be given five (5) days to make an alternate selection as per Article (d) above. Any other employee displaced as a result of the re-arrangement of positions shall be returned to the former position held prior to the bump.
- (g) The Union will be sent copies of correspondence related to any of the above.
- (h) Grievances concerning Article 14.06 shall be initiated at Step 3.

### **Article 15 - Leave of Absence**

- 15.01 The Human Resources Representative may grant to employees leave of absence without pay, for satisfactory reasons. Requests in writing shall be made through the employee's immediate supervisor and Department Head at least two (2) weeks in advance, unless circumstances make it impossible to do so.
- 15.02 Employees elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay for same, provided the Corporation is given reasonable notice. No more than five (5) employees may be absent at any one time, and such leaves without pay shall not total more than seventy (70) days collectively in two (2) calendar years excluding travelling time. Not more than one (1) employee shall be away from any one (1) functional section of a Department, unless approved by the Human Resources Representative.
- 15.03 Leave of absence without pay shall be granted to not more than two (2) employees to attend Executive and Committee meetings of CUPE, its Affiliates or Chartered bodies.
- 15.04 One Local Union Officer shall be granted leave of absence, without pay, where reasonably possible, as interpreted by Management, upon written request through the employee's Department Head at least two (2) weeks in advance, unless circumstances make it impossible to do so. Such leave shall be for the purpose of tending to legitimate and reasonable business of the Local Union.
- 15.05 Upon receipt of reasonable notice and contingent upon the requirements of its operations, the Corporation shall grant leave of absence without pay, and without loss of seniority to one only employee who is elected or selected for a full-time or a part-time position with the CUPE or OFL or Canadian Labour Congress for a period of not more than one (1) term. The employee shall be entitled to return to their former position at the expiration of the period, or to another position in accordance with the employee's ability and seniority if their former position is not available. This leave of absence may be extended for a further period of one (1) term without loss of seniority, in which case the employee shall return to the job Level 1 in accordance with Schedule "A".

- 15.06 When elected to Federal, Provincial or Municipal office, the Corporation will grant leave of absence without pay and without loss or further accumulation of seniority for one (1) term of office. One further extension of one (1) term may be granted on written request. It is understood that nothing in this clause is to conflict with Federal or Provincial legislation. The employee shall be entitled to return to their former position at the expiration of the period, or to another position in accordance with their ability and seniority if their former position is not available.
- 15.07 Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy/parental/adoption to a maximum of eighteen (18) months. The employee returning to work after pregnancy/parental/adoption leave shall provide the Corporation with at least two (2) weeks notice. On return from pregnancy/parental/adoption leave the employee will be placed in their former permanent position, if it still exists or a comparable position if the position does not still exist.
- 15.08 An employee on a seniority list shall be allowed up to three (3) days' leave of absence without pay and without loss of seniority or benefits, upon the birth of the employees' child.
- 15.09 Upon approval of the Supervisor, an employee may be allowed a total of forty (40) hours leave of absence per year, to be taken in increments of no less than one (1) hour at any one time, to attend to family matters. An employee shall notify their supervisor of their request no less than one (1) hour prior to the start of their shift. Time off may be booked against vacation time, lieu time or unpaid time. The employee will advise the Employer as to how they want the time off charged. Supervisory approval is not to be unreasonably withheld.

#### **Article 16 - Wages**

- 16.01 The Corporation agrees to pay and the Union agrees to accept the Salaries and Wage Rates set out in the attached Rate Schedule.
- 16.02 Employees shall be paid every other Thursday. Any minor errors and/or discrepancies shall be corrected on the next pay period. Any significant errors and/or discrepancies greater than one hundred dollars shall be corrected and paid out within forty-eight (48) hours.
- 16.03 All pay for hours worked the previous week, including overtime, shift premiums, rate changes, etc. shall be received by the employee with their normal bi-weekly pay for that week. When a holiday falls on a Monday or Tuesday of the following week, pay for overtime, shift premiums, rate changes, etc. for the Friday will be delayed two weeks.

**Article 17 - Hours of Work**

- 17.01 The standard hours of work shall be **eighty (80) hours bi-weekly for operational positions including City Hall Maintenance, Stores, Traffic and Gale Centre clerical staff and seventy (70) hours bi-weekly for all other positions.**
- 17.02 The standard pay period week shall be from 00:01 hours, Saturday to 24:00 hours, Friday.
- 17.03 (a) A shift is defined as seven (7) or eight (8), ten (10) or twelve (12) consecutive hours not including the swimming pool operation.

<b>DEPARTMENT/BUILDING</b>	<b>BI-WEEKLY</b>	<b>WORKING DAYS</b>
<b>City Hall/WEGO</b>		
All positions including clerical staff	70 hours bi-weekly	Monday through Friday
Lottery Licencing Coordinator *	70 hours bi-weekly	Saturday through Friday
MW Inspectors *	70 hours bi-weekly	Saturday through Friday
Maintenance - City Hall *	80 hours bi-weekly	Saturday through Friday
Traffic Field Crew Services	80 hours bi-weekly	Monday through Friday
<b>Recreation and Culture/Culture Centre</b>		
All positions including clerical staff	70 hours bi-weekly	Saturday through Friday
Janitors - Coronation & Culture Centres	80 hours bi-weekly	Saturday through Friday
Customer Service Reps (Gale Centre)	80 hours bi-weekly	Saturday through Friday
PT Customer Service Rep (Gale Centre)	16 hours bi-weekly	Saturday through Friday
Arena & Pool Maintenance Staff	80 hours bi-weekly	Saturday through Friday
<b>Municipal Works/Service Centre</b>		
Clerical Staff	70 hours bi-weekly	Monday through Friday
Cemeteries Clerks *	70 hours bi-weekly	Saturday through Friday
City Courier	80 hours bi-weekly	Monday through Friday
All Operational Staff	80 hours bi-weekly	Saturday through Friday
<b>Fire Department</b>		
Clerical Staff	70 hours bi-weekly	Monday through Friday

*\* Notwithstanding Article 17.04, positions not required to work on Sundays*

- (b) Upon mutual agreement, the Corporation may introduce ten (10) or twelve (12) consecutive hour shifts in accordance with Article 17.04, this consent will not be unreasonably withheld.

Overtime will be provided after the designated scheduled shift or after 80 hours worked in a two week period. Vacation entitlement will be based on a 40 hour week. Sick time entitlement will be based on the scheduled shift. Statutory Holiday pay will be based on the Employment Standards calculation.

The hours of those positions or sections designated as **80 hours bi-weekly** include a thirty (30) minute paid meal break.

- 17.04 The Corporation does not guarantee the above standard or other hours of work but before any change is made in the stopping and starting times, or new or different shifts are established, there will be at least ten (10) days prior notice to, and discussion with, the Union.
- 17.05 When more than one (1) shift is regularly scheduled, employees shall rotate between shifts and such regular schedule of shifts shall be posted two (2) full weeks in advance.
- 17.06 An employee shall be permitted two (2) fifteen (15) minute rest periods per shift. They shall be scheduled by the Corporation one (1) in the first half and one (1) in the second half of the shift.

#### **Article 18 - Meal Period**

- 18.01 Where no mid-shift meal period is designated in Section 17.03, the Corporation shall schedule a one (1) hour lunch period provided no employee shall be required to work more than five (5) hours in a regular shift without a meal period.
- 18.02 Section 18.01 does not apply to the following classifications of employees who are required to be on duty continuously through their full shift of eight (8) hours' elapsed time, and shall take their meal breaks at times and under conditions laid down by the Corporation:

Janitors	Monday through Friday
Garage (24:00 hours to 08:00 hours)	Saturday through Friday
Mechanic's Assistant	Saturday through Friday
Winter Maintenance (Mid-November to Mid-April)	Saturday through Friday
Sweeper Operators	Saturday through Friday
TAC (Tourism Area Crew)	Tuesday through Sunday
Arenas	Saturday through Friday
Cemetery Attendants	Saturday through Friday

Athletic Field Attendants	Saturday through Friday
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18.03 Employees required to work three (3) or more consecutive hours of overtime either immediately preceding or immediately succeeding any shift shall be paid a meal allowance of **\$10.00**. The meal shall be taken during an unpaid meal break. Not more than two allowances shall be paid during any eight (8) hour period of overtime. Payment shall be made during the following month.

**Article 19 - Overtime**

19.01 An employee shall receive overtime premium of:

- (a) time and one-half the position wage rate:
  - (i) for the first five (5) hours worked in excess of their scheduled daily or weekly hours; and
  - (ii) for the first five (5) hours worked on Saturday; if they are not scheduled to work on Saturday; and
  - (iii) for the first five (5) hours worked on the first and third days of scheduled days off.
  
- (b) double the position wage rate for all hours worked:
  - (i) after five (5) hours overtime in their work day, Monday through Friday; and
  - (ii) after five (5) hours worked on a Saturday if they are not scheduled to work on a Saturday, or if scheduled to work on a Saturday, on the first and third days of scheduled days off; and
  - (iii) on Sunday, if not scheduled to work on Sunday; and
  - (iv) on the second and fourth days of scheduled days off.

For the purposes of Article 19.01 (b) (iii) and (iv), the fact that an employee's shift commences on a Sunday or on the employee's second and fourth days of scheduled days off will not necessarily result in all hours worked on the employee's shift being paid at double time; it is only the hours actually worked on the Sunday or on the second or fourth days of scheduled days off that will attract the double time rate under Article 19.01 (b) (iii) and (iv).

19.02 Overtime premiums and shift premiums shall not be pyramided.

19.03 (a) Overtime work opportunities shall be offered to employees on a rotating basis according to accumulated overtime recorded daily by the Department Head or their designate on Monday to Friday (except statutory holidays) among the members at each work section who are normally assigned to such work.

- (b) A "Work Section" shall be defined as a group of employees with the same immediate Supervisor(s).
  - (c) For the purpose of overtime work opportunities "normally assigned" shall be defined as:
    - (i) an employee in a permanent or
    - (ii) an employee in a temporary bid position or
    - (iii) a temporary employee or student who has worked their most recent shift performing the duties in question and their last ten (10) consecutive previous shifts in the same position.
  - (d) The above shall not apply in the case of a continuation of a permanent or temporary employee's shift to complete their daily assignment.
  - (e) When the above staff resources are exhausted work opportunities shall be offered to those employees in the Division/Section who are qualified but who are not normally assigned to the position.
  - (f) When the staff resources in a Division/Section are exhausted overtime work opportunities shall be offered to those employees on a Spare List where one exists.
  - (g) Arena and pool facility section, cemeteries section, athletic fields section, **Accounts Payable and Accounts Receivable section, Accounting section** with posted staff schedules, shall be considered separate Work/Sections for overtime work opportunity purposes.
- 19.04
- (a) Permanent qualified employees shall be given the opportunity of adding their name to Spare Lists which shall be compiled and posted by the Department Head or their designates at the discretion of Management.
  - (b) The rate of pay for the position(s) shall be part of the Spare List(s) and copies of approved lists shall be sent to the Union. Spare list for winter operations will be sent to the Union no later than November 15th of each year.
- 19.05
- (a) An overtime work opportunity record shall be posted in each Section, or Facility as appropriate.
  - (b) The record shall be kept up-to-date within forty eight (48) hours on a regular work day (Monday to Friday, except Statutory Holidays) showing the amount of each employee's overtime accumulation.
  - (c) The period for overtime work opportunity accumulation shall be the calendar year January 1st to December 31st.
  - (d) On December 31st at 12 midnight all overtime hours will start at zero and overtime will be offered based on seniority until the first overtime record of the new year is posted.

- 19.06 (a) All overtime work opportunities, whether the employee worked, was not available or refused to work shall be recorded at time and one half or at double time as appropriate.
- (b) The provisions of 19.06 (a) do not apply in the case of overtime work opportunity refusals, when the position's rate is lower than an employee's position rate, unless they have signed a Spare List for a position for which they are qualified.
- (c) Employees are allowed a maximum of two (2) telephone numbers for overtime work opportunity call-out purposes.
- (d) Employees are responsible for advising their immediate Supervisor of any telephone number changes by completing the appropriate form. Any employee who has not provided a telephone number will not be eligible to be called for overtime.
- 19.07 An employee who is absent due to vacation, lieu time, and/or a paid holiday in conjunction with vacation, and who is called for overtime will not have said overtime booked against them if they refuse such overtime.
- 19.08 In computing overtime:
- (a) up to fifteen (15) minutes work shall be disregarded.
- (b) for fifteen (15) minutes or more work, an employee shall be paid for thirty (30) minutes.
- (c) for forty-five (45) minutes or more work, an employee shall be paid for one hour.
- 19.09 Permanent seniority employees may be permitted to accumulate their overtime and paid holiday premium earnings in a payroll bank until the equivalent of up to a maximum per year of eighty (80) or seventy (70) hours, whichever corresponds with the employee's normal weekly hours, is accumulated. Seasonal seniority employees may be permitted to accumulate their overtime and paid holiday premium earnings in a payroll bank until the equivalent of up to a maximum per year of forty (40) or thirty-five (35) hours, whichever corresponds with the employee's normal weekly hours. Such accumulated overtime may be used as paid leave under the following conditions:
- (a) Subject to operational needs as determined by management, time off may be scheduled at any time during the year.
- (b) For the purpose of accumulating such paid leave, each earning period shall run annually from the first pay period of the calendar year (January 1st to December 31st).
- (c) When an employee has banked the allowable maximum as set out in the preamble, all overtime worked thereafter will be paid in accordance with Article 19.01

- (d) An employee who is laid off, resigns or whose employment is terminated prior to the use of their paid leave bank, shall be paid the outstanding balance of their bank on their final pay cheque.
- (e) Should operational needs as determined by management prohibit an employee from consuming their banked hours as paid leave, it shall be paid to the employee after December 31.
- (f) The Corporation will track all hours banked at the employee's current rate of pay. All bank time taken will be paid at the employee's current rate of pay. The difference in bank time earnings will be paid out to the employee or reimbursed to the Corporation after December 31.

19.10 All overtime provisions are subject to any applicable legislation including the Highway Traffic Act, Employment Standards, etc.

**Article 20 - Vacations**

20.01 Employees shall receive an annual vacation with pay in accordance with the credited service prior to the commencement of the vacation period as follows:

<b>Years of Service as of May 31st of the Current Year</b>	<b>Vacation</b>	<b>Vacation Pay</b>
Less than one (1) year	1 day for each month to a maximum of 10	4%
One (1) year or more	2 weeks	4%
Two (2) years or more	3 weeks	6%
Eight (8) years or more	4 weeks	8%
Fifteen (15) years or more	5 weeks	10%
Twenty-four (24) years or more	6 weeks	12%

20.02 Each week of vacation pay will be calculated at the appropriate percentage shown in 20.01 of gross annual earnings in the vacation year ending May 31st, or at their normal weekly hours times their current permanent classification rate, whichever is the greater.

20.03 A permanent employee, who ceases to be entitled to receive pay from the Corporation due to being granted leave of absence without pay, except Pregnancy and Parental Leave or having exhausted their sick leave credits, shall only be entitled to vacation with pay in the proportion to the time they have been paid for during the year ending May 31st which bears to the standard hours in the year.

20.04 The Corporation shall set vacation times and in doing so shall take into account the wishes of the employees in each department on the basis of seniority. Forms calling

for vacation time shall be distributed by April 1st and are to be completed and returned by April 15th. Complete vacation schedules shall be posted by April 30th.

The vacation times for employees failing to submit their full requests by April 15th shall be set at the discretion of the Corporation taking into consideration the wishes of the employees in each department on the basis of seniority if possible. Consideration may be given to adjusting such vacation times, but requests received after April 15th shall in no way affect those submitted by April 15th regardless of seniority.

20.05 Where an employee qualifies for sick leave or bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date as approved by the Human Resources Representative.

20.06 Seasonal employees shall receive vacation pay in accordance with the following schedule:

One year or more	4%
Five years or more	6%
Fourteen years or more	8%

A casual employee shall receive vacation pay in accordance with the Ontario Employment Standards Act.

20.07 By application in writing, prior to April 15th, an employee may carry forward to the following vacation year up to ten (10) days' vacation subject to the approval in writing of their Department Head. This vacation must be used in that year.

20.08 An employee who is in receipt of Worker's Compensation benefit who is not able to take earned vacation during the current year due to prolonged work-related injury, may carry over in excess of ten (10) days' vacation provided that:

- (a) A written request is submitted to the Human Resources Representative for approval prior to April 15th of the current vacation year, unless circumstances make it impossible to do so.
- (b) When the Corporation is notified that the employee is fit to return to work, carried over vacation shall be scheduled at the discretion of the Corporation, taking into consideration the wishes of the employee where possible.

20.09 If an employee, who is in receipt of Worker's Compensation benefit, is unable to take vacation time off due to continuation of Workplace Safety Insurance Board benefits, vacation carry-over days will be paid.

## **Article 21 - Paid Holidays**

21.01 An employee who has completed sixty (60) working days shall receive without working the equivalent of one (1) days pay at their basic classification rate for each of

the following holidays regardless of the day on which the holiday is observed, provided however that the employee is not on layoff:

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

In addition, a permanent employee who has completed sixty (60) working days and a seasonal employee, shall receive one (1) working day as a Floating Holiday to be scheduled by a mutual agreement between the employee and their supervisor.

One (1) day on Christmas Eve or New Year's Eve (the choice at the discretion of the Corporation) and any other day proclaimed as a holiday by the Federal or Provincial Government or the Mayor of the City of Niagara Falls.

21.02 Paid Holidays are subject to the following conditions:

An employee must work all their regularly scheduled shift immediately preceding and all their regularly scheduled shift immediately succeeding the paid holiday, unless excused in writing by the Human Resources Representative or their representative.

When any of the above holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, a day off in lieu thereof shall be granted by mutual agreement.

21.03 An employee who is scheduled to work on the day of observance of one of the paid holidays:

- (a) and who works on such paid holidays, shall receive in addition to the pay provided in Section 21.01 time and one half their wage rate for all hours worked on the paid holiday, plus a bonus of fifty (50) cents per hour for all hours worked. This bonus rate shall not be pyramided.
- (b) and who does not work on such paid holiday, shall not receive the pay provided in Section 21.01 unless excused in writing by the Human Resources Representative or their representative.
- (c) an employee who works on such a paid holiday may request to take a day off with pay in lieu of the day provided for in Section 21.01. The request must be made prior to the paid holiday and if granted, the day off is to be taken at a time agreeable to Management.

21.04 An employee who is required to work on a holiday upon which they were not scheduled to work, shall receive in addition to the pay provided in Section 21.01, double their wage rate for all hours worked on the paid holiday.

- 21.05 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay.
- 21.06 When any one of the above-noted holidays occur on an eligible employee's scheduled day off, the employee may on request receive another day off with pay at a time mutually agreed upon between the employee and the Corporation, otherwise they will receive a day's pay in lieu thereof.

### **Article 22 - Shift Premiums**

- 22.01 Employees working on shifts other than a normal day shift shall receive a shift premium of 75 cents per hour for all hours worked. A normal day shift shall be defined as a shift commencing between the hours 6:00 am to 9:59 am.
- 22.02 An employee shall be paid a week-end bonus of fifty (50) cents per hour for all hours worked on Saturday or Sunday which do not qualify for overtime premium. This rate shall not be pyramided for any overtime calculation.

### **Article 23 - Transfers**

- 23.01 An employee who is temporarily transferred from their classification:
- (a) if the rate of their new classification is higher than that of their classification, shall receive the rate of the new classification, after working in it for one (1) hour.
  - (b) if the rate of their new classification is lower than that of their classification, they shall receive the rate of the new classification, unless the transfer is made by the Corporation when work in their regular classification:
    - (i) is being performed to which they are entitled on the basis of their seniority, or
    - (ii) has been temporarily cancelled by the Corporation due to a paid holiday or emergency situation, in which cases they shall receive the rate for their regular classification.
- 23.02 A Permanent Transfer is where an employee is required to be reclassified to a different job as a result of:
- (a) job posting; or
  - (b) a reduction in the work force
- 23.03 A Temporary Transfer in the Hourly Classification is a job transfer other than a Permanent transfer, where an employee is not required to be reclassified to a different job as outlined in clause 23.02, and following which, they are expected to return to their regular job with which they are still classified.
- 23.04 A Temporary Transfer in the Salaried Classification is a job transfer other than a permanent transfer for a period of time normally not to exceed six (6) months where

an employee is not required to be reclassified to a different job as outlined in clause 23.02, and following which, the employee is expected to return to their regular job with which they are still classified. If the period of time is to exceed six (6) months it shall be discussed at a meeting referred to in Article 7.02 and 7.03.

23.05 Payment for Permanent Transfers as a result of a Job Posting:

- (a) Normally in the case of a Job Posting a successful applicant will be classified in the Starting and Promotional rate for that particular classification for the period of months specified in Schedule "A". An employee accepted for a higher paying job shall receive either the Starting and Promotional rate for that classification or their present rate, whichever is the greater. However, should the successful applicant have previously been in the same classification on a permanent basis or on a temporary basis of more than one (1) month's consecutive duration during the past five (5) years, this time shall be counted towards the period required to progress from the Starting and Promotional rate to the Normal rate.
- (b) An employee who bids on and is accepted for a lower-paying job shall receive the "A" rate for the position. However, should the successful applicant have previously been in the same job for a period of time which equates to the length of the probationary period for the position during the past year; then he/she shall receive the "B" rate. The rate received has no bearing or influence on the requirement to serve a probationary period.
- (c) Payment for permanent transfers as a result of a reduction in work force will be according to the normal rate if and when an employee reverts to one of their previous classifications.
- (d) Employees on a temporary posted position will be paid the rate of this temporary position for sick time, paid and floating holidays, bereavement leave, or any other short term absences during the period of the posting only. They will not be paid this rate for any vacation or lieu time taken during this period unless earned during this period.

23.06 Payment for Temporary Transfers as a result of an assignment:

Payment for temporary transfers will be according to Section 23.01 above, and according to the Progression Periods as specified in the Wage and Salary Schedule "A". Further to, and in accordance with the above, the following will apply:

- (a) For a temporary transfer to a higher rated job, an employee will be paid for such temporary transfer according to the Starting and Promotional rate of the job to which they have been transferred unless the employee has completed the required number of working days in the position to receive the Normal rate of the job.
- (b) For a temporary transfer to a lower rated job, an employee will be paid at their current rate of pay.

- (c) An employee who temporarily substitutes in for all or part of a higher rated job will be compensated according to Article 23.06 (a) or (b).

23.07 Payment for Temporary Appointment

When an employee temporarily substitutes, or performs the principal duties of any position outside the Bargaining Unit, whose job rate is higher than the job rate of the employee's regular Union position, they will be paid at the start rate of the non-union position to which they are transferred. Such employees shall continue to be covered by this Agreement. Notice of temporary assignments shall be sent to the Union and posted on all notice boards.

During the period of this appointment, the employee will not be eligible for overtime in their regular position.

**Article 24 - Employee Benefit Plans**

24.01 The Corporation shall make available the following services subject to the provisions of the plans:

- (a) Life and Accidental Death and Dismemberment Insurance

All Permanent employees under age 65:

One and one half (1 ½) times basic annual wages or salary to the next highest \$500 with a minimum of \$12,000. Adjustments to be made on the anniversary date of this change which shall be put into effect on the first day of the second month following the signing of this Agreement.

Seasonal Employees: \$10,000.00

Any permanent employee who retires early using any early retirement options offered by OMERS and those employees who retire at normal retirement age, or earlier because of health reasons approved by a qualified medical practitioner:

\$10,000 up to the end of the month in which the retiree reached the age of 70. The A.D.& D. Provision shall not apply to retired employees.

Any seasonal employee who retires early using any early retirement options offered by OMERS and those employees who retire at normal retirement age, or earlier because of health reasons approved by a qualified medical practitioner:

\$3,000 up to the end of the month in which the retiree reached the age of 70.

- (b) Supplemental Hospital (semi-private)  
**Effective January 1, 2020 supplemental hospital (semi-private) ceases**

- (c) Pay Direct Drug Card program with a dispensing fee limitation of \$5.00 per script, including positive enrolment and coordination of benefits.

Extended Health Care Plan \$10 - \$20 deductible, based on the 1984 Excelsior Live Plan with the Corporation, or an equivalent, and \$400 per person every two (2) years for eye wear, no deductible, \$70 per person for eye examinations every two (2) years, and \$1,000 maximum per person every three years for hearing aids. Effective **January 1, 2020, \$450** per person every two (2) years for eye wear, no deductible, **\$90** per person for eye examinations every two (2) years, and \$1,000 maximum per person every three years for hearing aids.

Effective January 1, 2012, licensed psychologists, osteopaths, chiropractors, naturopaths, podiatrists, physiotherapists, chiropractors or masseurs maximum \$500 per *employee* per year. Licensed psychologists, osteopaths, chiropractors, naturopaths, podiatrists maximum \$225 per *dependent* per year. Licensed physiotherapists, chiropractors or masseurs maximum \$275 per *dependent* per year.

#### Out-of-Country Medical Benefit (All Active Permanent Employees)

The following services outside the person's Province of residence for emergencies:

- (i) room and board in a hospital up to the hospital's ward rate (including where permitted by law, any admittance, coinsurance, or utilization charges.)
- (ii) other hospital services (provided out of Canada).
- (iii) out-patient services in a hospital
- (iv) services of a Doctor.

Eligible expenses must be incurred within sixty (60) days of the date the person leaves their Province of residence. If hospital admittance takes place within such period, in-patient services are covered until the date of discharge.

- (d) A Dental Plan based upon the 1984 Excelsior Life Plan with the Corporation, or an equivalent, and the O.D.A. Suggested Fee Guide for General Practitioners for the year preceding the current year.

In addition, a Rider providing Orthodontal coverage at 50% co-insurance with coverage of \$2,000 lifetime maximum per person and total family lifetime claim maximum of \$3,000. **Effective January 1, 2020, a Rider providing Orthodontal coverage at 50% co-insurance with coverage of \$2,500 lifetime maximum per person and total family lifetime claim maximum of \$5,000.**

Rider providing coverage for crowns and bridges (excluding dentures) at 50%

co-insurance with an annual maximum of \$1,000 per year. Coverage for Dentures at \$1,000 every two (2) years.

- (e) The employer may change carriers during the life of this Collective Agreement but may not reduce the benefit from the negotiated agreement and/or increase the cost to the employees. The employer will meet and discuss any carrier change with the Union prior to the implementation.
- (f) Seasonal employees who were on layoff and are recalled to work will receive benefits as per the Collective Agreement on the first day of the month following their return to work. If any Seasonal employee prepays health benefits upon layoff, the employee will be reimbursed the monthly premium for any month in which they work ten (10) days.

24.02 The services in Section 24.01 shall be available as follows:

Permanent employees, after three (3) full continuous calendar months of service, who are in receipt of remuneration from the Corporation in the form of wages, salaries, sick leave, benefits or Workers Compensation benefits, or who are on approved leave of absence of less than twelve (12) weeks:

All services in (a), (b), (c) and (d) with the cost being paid by the Corporation and the services in 25.08 with 75% of the cost being paid by the Corporation and 25% by the employee.

Seasonal employees who are in receipt of remuneration from the Corporation in the form of wages, salaries, sick leave benefits, or Workers Compensation benefits, or who are on approved leave of absence of less than twelve (12) weeks:

All services in (a), (b), (c) and (d) with the cost being paid by the Corporation. Drug Card and Out of Country Medical coverage not included in coverage listed under (c).

Casual employees with seniority:

All services in (b) during the time they are employed by the Corporation with the cost being paid by the Corporation.

Additionally, seasonal employees who are laid off for a period not exceeding nine (9) months and permanent employees who are no longer in receipt of pay due to lack of sick leave credits or who are on approved leave of absence exceeding twelve (12) weeks, may continue to avail themselves of the group rates provided they deposit 100% off the costs of the premiums with the Director of Finance by the 15th of each month. If these premiums are not paid by the due date, the employee shall be removed from the various groups on the last day of the month for which the premiums have been paid. Upon recall the employee shall be liable for any waiting periods involved and in the case of Group Life Insurance, may not be eligible to receive this coverage.

24.03 The services in 24.01 (a) and (b) shall be available to employees retired after January 1, 1960, and the cost shall be borne by the Corporation as long as the coverage is available from the Underwriter at group rates.

- 24.04 The services in 24.01 (a) and (b) and (c) shall be available to employees who retire early using options offered by OMERS Pension Plan, and the cost shall be borne by the Corporation until such employees attain the age of sixty five (65), as long as the coverage is available from the Underwriter at group rates. Effective January 1, 2012, the services in 24.01 (d) shall be available to employees retiring with the "90 factor" and/or retired with a full unreduced OMERS pension.
- 24.05 An employee who dies while covered for health and dental benefits will have coverage for their dependents under 24.01 (a) (b) (c) and (d) for their dependents until the earlier of the following dates:
- (a) 24 months after the date of the employee's death
  - (b) the date that the person would no longer be considered a dependent under the plan if the employee were still alive.

#### **Article 25 - Sick Leave**

- 25.01 Sick leave means the period of time an employee is permitted to be absent from work **with pay** by virtue of being sick, quarantined because of exposure to contagious disease, or because of an accident for which compensation is not payable under the **Workplace Safety & Insurance Act**. An employee may be required to produce a certificate or certificates from a qualified Medical Practitioner for any such absence, certifying the reason for such absence and that the employee is unable to report for work.
- 25.02 An Employee on an extended sick leave absence of longer than two weeks shall provide objective medical bi-weekly at the discretion of the Corporation that clearly identifies the employees' restrictions from performing their regular duties and/or modified duties. Failure to provide the objective medical information may result in the suspension of sick leave/Short Term Disability pay.
- 25.03 An employee who suffers a workplace injury/illness that is medically determined to be temporary in nature and as a result is unable to perform the essential duties of their position will be provided temporary modified duties within their medical restrictions.
- 25.04 An employee shall, on the first day of illness, report or cause to report such illness to a designated person at least one (1) hour prior to their normal shift starting time. In the case of employees working rotating shifts, at least four (4) hours notice shall be given before the start of their shift, whenever possible.

#### **Seasonal / Casual Employees**

- 25.05 (a) Where a **seasonal/casual** employee is returning to work after sick leave of three (3) days or longer, the **seasonal/casual** employee shall produce a medical certificate from a qualified Medical Practitioner certifying that they are fit to return to their full duties. The employee must have advised their Medical Practitioner of their duties.

- (b) Where a **seasonal/casual** employee is off or expected to be off work for 5 days or more, the employee shall produce a medical certificate from a qualified Medical Practitioner that clearly indicates that the employee is required to be off work sick for an extended period of time, the prognosis for their return and the restrictions that prevent the employee from performing the duties of their position.

25.06 A seasonal and a casual employee on a seniority list other than a student shall be entitled to one-quarter (1/4) day's sick leave for each complete calendar week worked, to a maximum of one (1) day per month **and twelve (12) days per year. Seasonal and casual employees can carry over 100% of their unused sick leave to a maximum of twelve (12) days per year.**

#### **Short Term Disability (STD) Permanent Employees**

25.07 Short Term Disability is defined as a period of disability resulting from non-occupational illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending **any work provided by the Corporation and within the employee's medical restrictions**, and which extends for a period of not more than seventeen (17) weeks.

**Permanent employees shall complete the Short Term Disability form. The Short Term Disability plan will provide a percentage of normal gross weekly earnings as per the following schedule and are payable for up to seventeen (17) weeks during any one period of disability. Benefits will be paid while the employee is continuously unable due to an illness to do any work within an employee's medical restrictions.**

Recurrence of the same disability will result in a employee receiving continued coverage from the first occurrence. If an employee is off work on a STD at the time of renewal of benefits under the terms of this policy, and is receiving 75% of pay, 100% sick leave coverage shall be reinstated after the employee returns to work.

For the purpose of the STD policy, illness during Pregnancy Leave (a flexible 17 weeks unpaid leave of absence for employees with the necessary length of service) will not be covered under this policy. Illness, whether pregnancy related or not, will be considered an illness for the purpose of this policy providing it occurs outside the aforesaid period.

**The first seven (7) days in the STD plan will be considered incidental absences for short term illnesses such as the common cold, etc. To be eligible for the balance of the STD Plan, employees must meet the definition of Short Term Disability and will be denied benefits for short term incidental absences after the first seven (7) days provided in the calendar year.**

**A permanent and seasonal employee is eligible to use two sick leave days/shifts to attend to an immediate family member who is sick or to attend medical appointments. These two days/shifts will not form part of the seven (7) incidental absences.**

	<u>STD Coverage at 100% of pay</u>	<u>STD Coverage at 75% of pay</u>
After 3 months completed with permanent status	1 week	16 weeks
On 1st permanent seniority date	2 weeks	15 weeks
On 2nd permanent seniority date	3 weeks	14 weeks
On 3rd permanent seniority date	4 weeks	13 weeks
On 4th permanent seniority date	5 weeks	12 weeks
On 5th permanent seniority date	6 weeks	11 weeks
On 6th permanent seniority date	7 weeks	10 weeks
On 7th permanent seniority date	8 weeks	9 weeks
On 8th permanent seniority date	9 weeks	8 weeks
On 9th permanent seniority date	10 weeks	7 weeks
On 10th permanent seniority date	11 weeks	6 weeks
On 11th permanent seniority date	12 weeks	5 weeks
On 12th permanent seniority date	13 weeks	4 weeks
On 13th permanent seniority date	14 weeks	3 weeks
On 14th permanent seniority date	15 weeks	2 weeks
On 15th permanent seniority date	16 weeks	1 week
On 16th permanent seniority date and Every permanent seniority date thereafter	17 weeks	0 week

In accordance with the STD plan and guidelines, a completed STD form as per attached shall be submitted to Human Resources for approval for the first day of absence or each incident of disability to be eligible for STD benefits. Notwithstanding the above, a completed STD form will not be required for the first four (4) incidents not to exceed three (3) days per incident to a maximum of seven (7) days per calendar year to be eligible for STD benefits.

**It is understood that the Short Term Disability form is an application for benefits for a defined period of time as per the schedule above. Failure to provide Human Resources with a completed STD form at the onset of a non-occupational illness or injury shall disqualify the employee from applying and/or receiving STD benefits. Missing information, incomplete or illegible STD forms could cause delay or denial of STD benefits. It is understood that exceptional circumstances would be reviewed by Human Resources on a case by case basis.**

**Prior to the employee's return to their regular duties, they shall submit a medical certificate to Human Resources certifying that they are fit for duty and capable of performing their regular duties.**

**Upon approval of the STD benefits claim, the Corporation shall reimburse the employee for the cost of the completed STD form to a maximum of \$50.00. Any costs associated as a result of the STD form not being completed, illegible and/or missing information shall be borne by the employee.**

**For the purpose of the Corporate Attendance Support Program (ASP), employees in the ASP who are required to provide a completed STD form for all absences while in the ASP shall not be reimbursed for the completion of the STD form until such time that they are removed from the ASP.**

25.08 A Long Term Disability Plan to provide 75% of normal gross monthly earnings to a maximum of \$2,500 until age sixty five (65), plan to be "Own Occupation two (2) years", to be effective after one hundred and twenty (120) days of disability or expiry of sick leave credits whichever is the later. Benefits provided under Article 24.01 to be paid by the employer while on L.T.D. benefit. Premiums for L.T.D. to be shared 75% by employer, 25% by employee. Usual provisions of W.S.I.B., C.P.P. and O.M.E.R.S. to be applicable.

25.09 An employee shall notify their immediate supervisor on each of the first three days of any absence. Where an illness exceeds three (3) days and duration of illness has not been established by a physician, an employee, or their representative, shall telephone their immediate supervisor at least once per work week to re-establish the grounds for their absence. The employee must advise their supervisor one (1) full day prior to returning to work that they intend to return.

25.10 An accumulated sick leave credits will be frozen at the current rate of pay as of December 31, 2015 to be paid out at time of retirement/resignation.

(a) for employees hired prior to December 2010

(b) an amount equal to their salary, wages or other remuneration, for one-half the number of days standing to their credit, and in any event not in excess of the amount of one-half year's earnings at the current rate of pay.

Payment of sick leave credits shall be calculated in the case of hourly rated employees, on the standard number of hours normally worked per day, multiplied by the standard rate per hour normally paid the employee, and in the case of salaried employees, the standard salary normally paid per week, divided by the standard normal days worked per week.

(c) Permanent and seasonal employees may use their frozen sick leave credits to top up STD benefits from 75% to 100% and unpaid sick leave.

(d) Upon request, after an employee has achieved twenty-five (25) years of permanent credited service, they can request monies paid out from their frozen sick leave credits once per year. Each payout request must be a minimum of \$1,000 and maximum of \$7,500.

## **Article 26 - Pensions**

26.01 The Corporation and the employees shall make contributions in accordance with the provisions of the Ontario Municipal Employees Retirement System and the Canada Pension Plan.

- 26.02 The Corporation shall supply to the Union, annually upon request, information concerning the rights under the pension plans of members who are employees of the Corporation.
- 26.03 Any amendments to the aforementioned pension plans causing reduction in pension benefits shall be cause for negotiations with the Union in accordance with the provisions of Article 7.02 and 7.03.

### **Article 27 - Workers Compensation**

27.01 It is agreed that an employee who is absent from work as a result of an illness or injury, sustained at work, and who has been waiting for approval from WSIB, will be advanced a sum of money equivalent to their sick and vacation entitlements, until such time of approval or denial by WSIB. The Corporation will make payment by cheque of eighty-five (85%) of net average earnings only if the employee provides:

- a) evidence of disability satisfactory to the Corporation;
- b) a written waiver, satisfactory to the Corporation, which states that any payments will be refunded to the Corporation following final determination of the claim by WSIB.

If WSIB denies the claim, the advanced monies will be applied towards the employee's sick and/or vacation entitlements.

- 27.02 An employee shall provide a completed WSIB Functional Abilities Form (FAF) certifying that they are fit to return to perform the essential duties of their position.
- 27.03 All workplace accidents shall be reported to the Union Recording Secretary in writing along with a copy of the Form 7 that is filed with the Workplace Safety Insurance Board.
- 27.04 If the employee is not fit to perform the essential duties of their pre-injury position but is able to perform modified work, the employee and employer shall jointly participate with the development of a modified work plan in accordance with the WSIB Early and Safe Return to Work program.
- 27.05 All workplace incidents/accidents shall be reported monthly to the appropriate JHSC and a copy sent to the Union Recording Secretary.

### **Article 28 - Bereavement Leave**

- 28.01 An employee on a seniority list will be granted five (5) days leave of absence with pay to attend a funeral on the following basis:
- Death of a spouse, child, step-child, parent or step-parent.
- 28.02 An employee on a seniority list will be granted three (3) days leave of absence with pay to attend a funeral on the following basis:

Death of sister, brother, father-in-law, mother-in-law, grandparents, grandchild, spouse's grandparents, **foster parents, foster children**, legal guardian or anyone to whom the employee might owe bereavement responsibility as defined by the Human Resources Representative.

28.03 One (1) day's leave of absence with pay shall be granted to an employee on a seniority list to attend a funeral on the following basis:

Death of sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle **or great-grand parents**.

Application shall be made to the employee's immediate supervisor.

28.04 An employee shall not be entitled to the benefits of Section 28.01, 28.02, 28.03, when they do not attend the funeral of their immediate relative, or fails upon request to furnish the Corporation with reasonable proof of death and of their attendance at the funeral.

28.05 An employee on a seniority list who can show proof of death of spouse, child, father, mother, brother, sister, but because of distance or any other reason is unable to attend the funeral, shall be granted three (3) days' leave of absence with pay. Written proof of death may be requested.

28.06 On application in writing to their immediate supervisor at least twenty-four (24) hours in advance, the Human Resources Representative may approve leave of absence not to exceed four (4) hours:

(a) With pay

(i) for an employee to attend the funeral of a close friend.

(ii) for two (2) of the Union Executive to attend the funeral of a present or retired employee.

(b) Without pay for Union Executives in excess of two (2) to attend the funeral of a present or retired employee.

#### **Article 29 - Special Allowances**

29.01 When authorized by the employer, an employee directly engaged in the exhumation of bodies at a cemetery shall be paid at the rate of time and one half (1 & 1/2) of their hourly wage rate for the time worked.

29.02 **Cashiers Shortage Fund**

The purpose of this fund is to replace legitimate shortages occasionally developing in cash transactions which are the responsibility of the cashiers of the Corporation to the extent and under the conditions as set forth hereafter;

- (a) The Corporation will assume the cost of replacing such legitimate shortages up to a maximum limit of \$125.00 for each cashier or anyone performing the duties of cashier who works on cash as part of their job descriptions, for such shortages as they occur.

At the sole discretion of the Chief Administrative Officer, any balance remaining after applying individual losses to an upset limit of \$400.00 may be applied at the end of the year to any substantial shortage in excess of the above limits, experienced by an individual cashier during that year.

- (b) Cash overages will not be credited to the cashiers shortage fund.
- (c) The Corporation reserves the right to cancel such fund at any time it believes such fund is being abused. Continual and abnormal claims against the fund may be grounds for layoff or transfer if other suitable work is available. Evidence of intentional drain could lead to discharge.

**29.03 Effective January 1, 2020, the mandatory medical exam required by Ontario's Ministry of Transportation for an AZ or DZ license renewal shall be reimbursed up to a maximum of \$100 by the Corporation upon presentation of an original invoice/receipt in order to meet qualifications for their position.**

### **Article 30 - Emergency Call In**

**30.01** An employee called in, after having left their place of employment at the end of their regular shift, to perform work shall receive either:

- (a) a minimum of four (4) hours at their straight time rate; or
- (b) his applicable overtime rate for the time worked on the call-in, whichever is the greater.

To be eligible for Emergency Call In, the employee must be able to report to work:

- **within 45 minutes, if living within city boundaries**
- **within 60 minutes, if living outside city boundaries**

### **Article 31 - On Call Pay**

**31.01** An employee who is "on call" shall be paid their straight time wage in accordance with the following schedule:

Monday to Friday inclusive - two (2) hours pay per day.  
Saturdays, Sundays & Holidays listed in Article 21.01 - three (3) hours pay per day.

## Article 32 - Work and Protective Clothing

32.01 The Corporation shall supply work clothing to all permanent, seasonal and casual employees identified in Article 32.02. Type of clothing to be distributed will be at the discretion of management.

Clothing and equipment, which the Corporation requires an employee to wear, shall be supplied by the Corporation. Any employee who fails to wear required clothing and equipment shall be subject to disciplinary action.

All employees on a seniority list identified in Article 32.02 will be eligible for a hat and toque. If an employee wants to wear a hat or toque, they must wear the hat supplied by the Corporation only. If an employee wears a hat not supplied by the Corporation they may be subject to disciplinary action.

32.02 Operational Employees working outdoors will only be eligible for high visibility clothing. All tops will include choice of short sleeve, long sleeve or sweatshirt.

Permanent	5 tops and 4 pair of pants per year
OR	5 tops and 3 pair of pants and 1 coverall per year
Permanent Enviro. Staff	5 tops and 2 pair of pants and 2 coveralls per year
Permanent Fleet Staff	3 tops and 4 coveralls per year ( <b>no pants</b> )
Seasonal	5 tops and 3 pair of pants per year
Casual	5 tops and 2 pair of pants per year

**All permanent Forestry Staff (Tree Climbers and Lead Hand) will receive two (2) cut pants, two (2) work pants and five (5) tops per year. One (1) Lineman's jacket every two years.**

Coveralls issued to Fleet and Environmental Staff will be cleaned by the Corporation.

Operational permanent employees working indoors

Arena, Janitorial and Maintenance Staff 5 tops and 4 pair of pants per year

Inspection permanent employees working indoors and outdoors

**Enforcement Staff Will be provided a uniform**

Building Inspection Staff 5 collared tops per year

Traffic Technologists 3 tops and 2 pair of pants per year

Infrastructure and Surveying Staff 3 tops and 2 pair of pants per year

Municipal Works Inspectors 3 tops and 2 pair of pants per year

All permanent employees receiving a clothing allotment including the garage staff will be eligible for one Jacket every three (3) years.

32.03 By May 1<sup>st</sup> each year, a permanent employee will receive, providing the employee has not received an issue within the previous 12 months as per Article 32.02.

- 32.04 By May 1<sup>st</sup> each year, a seasonal employee will receive, provided the employee has not received an issue within the previous 12 months as per Article 32.02.
- 32.05 By May 1<sup>st</sup> each year, a casual employee will receive, provided the employee has not received an issue within the previous 12 months as per Article 32.02.
- 32.06 Where a Jacket has been seriously damaged while carrying out duties, at the discretion of the Manager, such Jacket may be replaced.
- 32.07 The employee shall be responsible for keeping the clothing clean and in good repair. All clothing shall remain the property of the Corporation and must be returned upon demand. Clothing supplied shall be worn only during working hours and when proceeding to and from work.
- 32.08 Soft rubber, overboots will be available for permanent employees who, in management's opinion, require such protection.
- 32.09 Canadian Standards Association approved safety footwear shall be worn by all probationary, temporary, and seniority employees in accordance with the "Occupational Health and Safety Act and Regulations".

Upon completion of the probationary period, the Corporation shall pay up to \$150.00 (Effective January 1, 2020, the Corporation shall pay up to \$200.00) towards the cost of one pair of CSA approved safety footwear purchased by permanent and seasonal employees on the condition that they are actively at work and not on long term disability or extended leave of absence or scheduled for retirement within six (6) months.

### **Article 33 - Jury Duty**

- 33.01 Any employee of the Corporation who is called up to serve as a juror or as a witness in a legal proceeding, shall be granted leave of absence for such purpose and shall be paid full salary or wages, for the period of such service, provided they shall make application to their immediate supervisor, and deposit with the City through the Human Resources, the full amount of compensation received for such services but not including travelling and meal expenses.
- 33.02 An employee who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

### **Article 34 - Legislation**

- 34.01 This agreement is subject to all legislation enacted by the Government of Ontario or Canada.

### **Article 35 - Technological Changes and Contracting Out**

- 35.01 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no permanent employee who has

successfully completed their probationary period shall be laid off from work as a direct result of technological change in methods.

- 35.02 The Corporation shall give the Union thirty-five (35) days' advance notice of any planned technological change in methods which would affect wage rates or working conditions and will, if requested, discuss such change with the Union within seven (7) days after notification.
- 35.03 In the event that the Corporation should introduce new methods or machines which require new or greater skills than are possessed by an affected employee under the present methods of operation, after-hours' training or study courses will be arranged if practicable. The Corporation shall reimburse each employee who successfully concludes any such required training or study course, for the cost of tuition and text books.
- 35.04 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no permanent employee who has successfully completed their probationary period shall be laid off from work as a direct result of contracting out present work or services of a kind presently performed by its employees.
- 35.05 In the event that the Corporation contemplates the contracting out of any services normally provided by members of the bargaining unit and which could possibly result in layoffs of permanent employees, the Corporation shall provide the Union with 60 days advance notice and agrees to enter into discussions with the Union.
- 35.06 In order to allow employees to work overtime, any city equipment used by contactors must be returned within 48 hours.

### **Article 36 - Safety and Health**

- 36.01 The Corporation will continue to make adequate provision for the safety and health of employees during the hours of their employment.
- 36.02 A Joint Health and Safety Committee(s) shall be established as per Section 9 (2) (a) of the Occupational Health & Safety Act, 2010.
- Both union and management will appoint one (1) alternate who will attend Safety Committee meetings only if one (1) of the two (2) regular members will not be in attendance.
- 36.03 The JHSC shall attempt to meet at least every month but no fewer than 5 meetings per year.
- 36.04 "Guidelines for the Structure and Function of the City of Niagara Falls Joint Health and Safety Committees" shall be agreed to by the Management and Union for each of the JHSC's. (Recreation and Culture, City Hall and Service Centre)

- 36.05 It is understood that the Guidelines shall be in accordance with the applicable sections of the Occupational Health and Safety Act (OHSA) and amended as required by the Act. The Guidelines shall set forth the committee makeup, meeting times, quorum requirements, the roles and responsibilities and any other terms and conditions required to conduct the JHSC meeting within the requirements of the OHSA.
- 36.06 Safety recommendations submitted to the Corporation by the JHSC shall receive prompt and serious consideration and be dealt in accordance with Section 9 (20) of the OHSA.
- 36.07 Payment for attendance while performing the functions of a JHSC member shall be paid in accordance with Section 9 (34), (35) of the OHSA.

### **Article 37 - Bulletin Boards**

- 37.01 The Corporation agrees to the posting of Union Notices on the following Bulletin Boards:
- (a) City Hall (Lunch Room)
  - (b) Arenas
  - (c) Fairview Cemetery
  - (d) Lundy's Lane Cemetery
  - (e) Service Centre (Hallway, Garage and Water Section, Carpenter Shop)
  - (f) Coronation Centre
  - (g) Oakes, Ker, Kalar, Mitchelson and Cummings Parks (when open)
  - (h) Transit
  - (i) MacBain Centre
  - (j) Niagara Falls History Museum

The Corporation agrees to post job postings on the Electronic Bulletin Board System (BBS) and on Bulletin Boards at the Arenas, Fairview Cemetery and Service Centre.

- 37.02 Such notices shall relate to appointments, meetings, and elections and conventions of the Union and Union Social and Recreational affairs. All such notices shall be submitted to the Human Resources who shall arrange for their prompt posting.

### **Article 38 - Notices**

- 38.01 Each employee shall be responsible for advising Human Resources, through their supervisor, of their current address and telephone number (if any). An employee who does not keep the office informed may lose the benefits of this Agreement regarding notice and may be subject to other discipline.
- 38.02 Notice to the parties shall be addressed to:
- (a) Human Resources Representative City Hall, Niagara Falls, Ontario in the case of the Corporation; and

- (b) The President and Recording Secretary at their work location, in the case of the Union.

### **Article 39 - Voting Time for Government Elections**

- 39.01 An employee shall be entitled to four (4) consecutive hours for the purpose of voting at any Federal election or referendum and three (3) consecutive hours for the purpose of voting at any Provincial or Municipal election or referendum.

If the normal hours of employment do not allow this, such additional time shall be given at the convenience of the Corporation, as may be necessary to provide such hours while the polls are open. The employee shall suffer no loss of pay for such absence.

### **Article 40 - Mileage Allowance**

- 40.01 When requested by the Corporation and authorized by the Department Head to use their personal vehicles for Corporation business, on a casual basis, employees who do so will be paid at the rate of **fifty-four (54) cents per kilometer or the Corporate rate for mileage whichever is greater.**
- 40.02 When the continuing provisions of a personal car for Corporation business is a condition of employment, and the condition is met, a vehicle allowance of \$35.00 per month shall be paid plus thirty-two and nine tenths (32.9) cents per kilometre while travelling on approved Corporation business.
- 40.03 All mileage will be calculated from their normal place of work and will not include travel to and from place of residence. In cases where the employee is required to proceed from their place of residence directly to a work site, the distance shall be calculated as though they had travelled from their normal place of work to the site.
- 40.04 All mileage shall be approved by the Department Head and submitted to Finance for payment each month.

### **Article 41 - Job Evaluation Maintenance Manual**

**Purpose:**

The Maintenance Manual has been established between the City of Niagara Falls and CUPE Local 133 to provide an ongoing maintenance program consistent with the Memorandum of Understanding dated March 14, 1989 and the Terms of Reference dated April 14, 1989. Specifically for the purpose of providing and maintaining the basis of an equitable wage structure and providing the method by which job descriptions and job ratings shall be maintained to meet changes in the work place and work requirements. Any amendments to this manual will be brought before the parties for approval.

**Definitions:**

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

**Job Evaluation:**

Is a process for determining the relative worth of a position to an organization. It involves studying and analyzing a job to obtain information about the content of the job, the preparation of a job description and the rating of the job by use of a rating system.

**Employee:**

An employee of the City of Niagara Falls in the bargaining unit for which Local 133 is the recognized bargaining agent as defined in the Collective Agreement.

**Factors:**

The major criteria, i.e. skill, effort, responsibility and working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Program.

**Factor Degrees:**

The actual measurement levels within each factor.

**Green Circled:**

The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Program.

**Red Circled:**

The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Program.

**Incumbent:**

An employee who has been hired into or promoted to a job. (An employee is an incumbent in one job only).

**Job:**

A group or range of duties or tasks 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 knowledge, responsibility, effort and the working conditions involved in

the performance of that job, through the use of questionnaires, observation and interviews.

**Job Description:**

The official record of the principal tasks, duties of a job and qualifications required.

**Job Rating:**

The selected degree levels, points, reasons for the job rating and total points established for a job in accordance with the Rating Manual.

**Points:**

The numerical expression adapted for measurement of each degree within each factor.

**Total Points:**

The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.

**Joint Job Evaluation Committee (JJEC):**

The Joint Job Evaluation Committee appointed by the respective parties to deal with matters relating to the rating of jobs. The City of Niagara Falls and Local 133 shall each appoint two (2) representatives to the Joint Job Evaluation Committee. Each party shall name one (1) representative as an alternate, should a regular JJEC member be unable to attend. (Alternates may attend all JJEC meetings but, shall not be permitted to vote on any outstanding matters.) All new JJEC Members will receive a training/orientation session conducted by Human Resources in conjunction with the CUPE Job Evaluation Department.

**Board of Referees:**

The Board of Referees will attempt to resolve all issue(s) outstanding at the JJEC level. Their decision will be final and binding on both parties. Each party shall name one (1) representative as a Referee.

**Wage Grade:**

The designation in the Wage Rate Schedule for a particular salary level or salary range as per established points.

**Wage Grade Differential:**

The difference between the wage grade job rate in the Wage Rate Schedule.

**Out of Schedule Rate:**

A 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 a job in accordance with the Job Evaluation Program.

**Job Descriptions and Ratings:**

For this program, a job description and the contents therein are for the purposes of rating a job and assigning the job into the proper wage grade for application of the Wage Rate Schedule. The description of a job shall be in sufficient detail to enable that job to be identified and rated.

A job description reflects the major duties, responsibilities and qualifications required for proper evaluation and shall not be construed as a detailed description of all the work requirements inherent to the job.

The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill level, 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 which are to be determined by the Joint Job Evaluation Committee.

The factors used are:	Education
	Experience
	Judgement
	Communications
	Physical Effort
	Mental Effort
	Dexterity
	Coordination of Others
	Consequence of Error
	Safety of Others
	Working Conditions and Environment

Job Ratings serve to:

- (a) provide the basis from which to gauge equitable wage rate relationships between the jobs.
- (b) group jobs having relatively equivalent point values to the City into the same grade.
- (c) form the foundation from which to measure changes in job content.
- (d) enable the assignment of jobs into their proper wage grade in the Wage Rate Schedule.

In making the determinations necessary for the rating of a job from 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 program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.

In the application of the Rating Manual (see attached, Appendix A) the following general rules shall apply:

- (a) It is the content of the job that is being analyzed, not the individual doing the job.
- (b) Jobs are to be evaluated without regard to an incumbents' performance or existing wage rates.
- (c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements for each job, the factor definition, the description of each factor level.
- (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 program (i.e. no insertion of a factor rating that falls between the established degrees of the factor).

#### Maintaining Job Descriptions and Ratings:

It is important that each party maintain accurate records of job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to jointly review all job descriptions over a three year period. Such review shall commence following the finalization of all implementation appeals.

Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of a new or changed condition, are as follows:

1. The job descriptions and job ratings which are in effect shall continue in effect unless:
  - (i) The job content is changed by the City of Niagara Falls
  - (ii) The job is terminated by the City of Niagara Falls
  - (iii) The job is changed as a result of a successful appeal or arbitration award.
- (a) Whenever the City of Niagara Falls decides to change the content or requirements of a job, the following procedures shall apply:

- (i) Human Resources, in conjunction with the Department, shall prepare a revised job description.
  - (ii) The job description shall be submitted to the JJEC for rating. The Committee will have the right to interview, examine or observe any individual, job being performed or working condition as they pertain to the job description in question.
  - (iii) Once rated, both parties shall receive the final job description and ratings for the position. The JJEC's decision shall be final and binding on both parties.
  - (iv) Should the JJEC be unable to agree on the ratings, the outstanding or questionable information will be submitted to the Board of Referees.
  - (v) Should the Board of Referees be unable to reach a decision, the outstanding issue(s) will be turned over to a mutually agreed upon Arbitrator.
  - (vi) Once final rating has been determined, the revised job shall be assigned an appropriate wage grade. It shall become effective from the first pay period following the JJEC meeting.
- (b) Whenever the City of Niagara Falls decides to establish a new job, the following procedures shall apply:
- (i) Human Resources, in conjunction with the Department, shall prepare the job description.
  - (ii) The job description shall be submitted to the JJEC for rating.
  - (iii) Once rated, both parties shall receive the final job description and ratings for the position. The JJEC's decision will be final and binding on both parties.
  - (iv) Should the JJEC be unable to agree on the ratings, the outstanding or questionable information will be submitted to the Board of Referees.
  - (v) Should the Board of Referees be unable to reach a decision, the outstanding issue will be turned over to a mutually agreed upon Arbitrator.
  - (vi) Once a final rating has been determined, the new job shall be assigned the appropriate wage grade. This assignment shall become effective from the first day of the position's existence.

2. If a change in job content or requirements results in a higher evaluation and wage grade for a job, the incumbent(s) of such job whose existing wage grade is thus below the established wage rate of the changed job shall be identified as being "green circled".
3. If a change in job content or requirements result in a lower evaluation and wage grade for a job, the incumbent(s) of such job whose existing wage rate of the changed job shall be identified as being "red circled".
4. The City shall arrange a meeting within fifteen (15) calendar days of any proposed changes in the content or requirements of a job.
5. In the event of an out-of-schedule rate for a job classification is introduced by the employer, the Union shall be notified and it shall continue in effect until the employer decides that the conditions which gave rise to it no longer exist. At this time, the rate for the job classification will return to the evaluated rate.

Appeals:

1. New Positions:

Newly created positions shall be rated by the Joint Job Evaluation Committee as outlined in the Procedures.

Incumbent(s) must perform the duties of a newly created position for at least six (6) months before an appeal can be submitted to the Committee with regards to the job description and/or rating.

The appeal must state in writing, why the incumbent(s) disagree with the job description and/or rating for the position and must be made within 1 year of the new position rating. The JJEC's decision will be final and binding on both parties. Should the Committee be unable to reach a decision, the outstanding matters will go to the Board of Referees and on to a single arbitrator if necessary.

2. Changes in Job Content:

If the content of a job changes and the Joint Job Evaluation Committee re-evaluates the position, the incumbent(s) may, if dissatisfied with either the revised job description and/or ratings, submit, in writing, their reasons for disagreeing. This process may also be initiated by either the Supervisor or the Union Executive.

The JJEC will address the appeal and their decision will be final and binding on both parties. Should the Committee be unable to reach a decision, the outstanding matters will be submitted to the Board of Referees and on to a single arbitrator if necessary. The parties will mutually submit the matter to a single arbitrator and the single arbitrator will decide the outstanding issues only.

**Article 42 – Training**

**42.01 Employees shall be paid at their current rate of pay at straight time for attending training provided by the Corporation including during layoff.**

**Article 43 - Duration of Agreement**

**43.01 This Agreement shall become effective as of January 1, 2019 and shall remain in full force and effect until December 31, 2022.**

**43.02 This Agreement shall be automatically renewed from year to year thereafter, unless notice by registered mail is given by either party to the other party for amendment within ninety (90) days prior to December 31, 2022, or any anniversary of such date.**

**43.03 In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of notification.**

All Letters of Understanding and Letters of Intent currently attached to the Collective Agreement shall be extended until **December 31, 2022.**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 2<sup>nd</sup> day of October, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

THE CORPORATION OF THE  
CITY OF NIAGARA FALLS

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 133

*K. Moldenhauer*  
*Kendra Muesel*  
*M. Lawrence*  
*T. J. C.*

*Kevin M. Kelly*  
*M. Kelly*  
*Bill*  
*Ray Rydberg*  
*N. Rydberg*  
*[Signature]*

IN THE MATTER of the Agreement between

THE CORPORATION OF THE CITY OF NIAGARA FALLS

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 133

dated

the Day of , 2002

It is mutually agreed by the parties that the following items shall constitute part of the settlement arrived at, but shall not be included in this Agreement.

**1. Training**

The Corporation agrees to institute a training programme for any of its operations that it deems advisable and necessary. The method of training will vary, depending upon the type of equipment and skills required, but may incorporate the following methods:

- (a) Outside training necessitating attending a plant or organization (living-out expenses will be paid by the Corporation in addition to regular wages).
- (b) Courses at an approved educational institute (the current policy in respect to fees will apply).
- (c) Lectures and instruction on the Corporation's premises given by qualified instructors.

**2. Provincial and Regional Government**


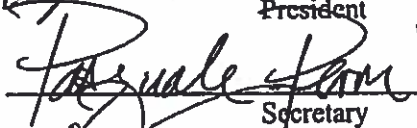
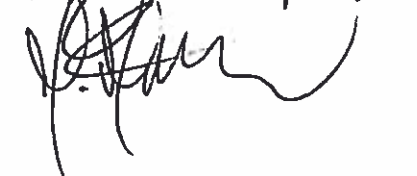
- (a) A Union employee who is offered employment by the Provincial Government or the Regional Municipality of Niagara, upon the assumption by the Province or Region of the particular function in which he is engaged and who decides not to accept the offer may be offered employment by the Corporation of the City of Niagara Falls in some position for which, in the opinion of the Corporation, he has the required qualifications and experience. Should he decline the position offered by the Corporation of the City of Niagara Falls there shall be no further obligation to provide employment by the Corporation.
- (b) The matter of the application of the provisions contained in (a) above shall be discussed with the Union prior to its implementation.

3. **Bilingual Matters**

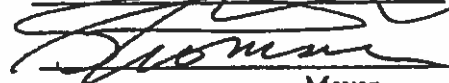
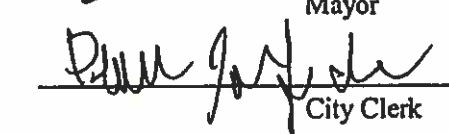
- (a) To this date and currently, the speaking of a language other than English has not been, and is not, a condition of employment.
- (b) No job description currently in effect at present stipulates that a second language is a required qualification.
- (c) All Division Heads will be informed of the above matters and instructed that no Union employee shall be obligated to use a language other than English.

IN WITNESS whereof the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Union has caused this instrument to be executed by its proper officers hereunto duly authorized, the 17 day of July, 2003

CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 133

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary  
  
\_\_\_\_\_

THE CORPORATION OF THE  
CITY OF NIAGARA FALLS

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
City Clerk

The City of  
Niagara Falls  
Canada



City Hall  
Niagara Falls, Ontario  
L2E 6X5  
(416) 356-7521  
Fax: (416) 356-0769

July 25, 1991.

LETTER OF INTENT

During negotiations the issue of staffing vacancies created by extended illness, long term disability or disability pension was reviewed and agreement was reached between the parties on the filling of those positions.

For vacancies occurring as a result of an absence due to LTD (duration of two (2) years or more), Article 12.10 (g) of the collective agreement will apply.

For vacancies occurring as a result of an absence due to LTD (first two (2) years), extended illness, or disability pension, the following procedure will apply:

- (a) Post the vacancy under Article 13.02 for a specific period of time, not to exceed two years, except;
- (b) when the position to be filled is at entry level (Labourer or General Clerk 1), the Corporation shall fill the vacancy with a temporary employee who is qualified to perform the work and has the most seniority.

This Letter of Intent shall be appended to the Collective Agreement but shall not be part of it.

Signed on behalf of the Corporation:

*[Handwritten signature]*  
 \_\_\_\_\_  
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Signed on behalf of Local 133, CUPE

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The City of  
Niagara Falls  
Canada



City Hall  
Niagara Falls, Ontario  
L2E 6X5  
(416) 356-7521  
Fax: (416) 356-0759

LETTER OF INTENT

Contingent staff provide support to various projects and special events which utilize Parks and Recreation facilities. Tasks assigned to contingency staff will not include work normally performed by bargaining unit employees.

All contingent staff currently exempt in the Parks and Recreation Department are listed below. This list will be amended from time to time as deemed necessary by management. The Union will be notified of these changes as they are made.

Ushers, Box Office Staff, Parking Lot Attendants, Concession Staff, Washroom Attendants, Security Personnel, Public Skating Attendants.

Dated this *4<sup>th</sup>* day of *February*, 1992

Signed on behalf of the  
Corporation:

*[Handwritten signature]*  
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Signed on behalf of Local 133,  
C.U.P.E.

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The City of  
Niagara Falls  
Canada



City Hall  
Niagara Falls, Ontario  
L2E 6X5  
(416) 356-7521  
Fax: (416) 356-0759

LETTER OF INTENT

between

THE CORPORATION OF THE CITY OF NIAGARA FALLS

and

LOCAL 133, C.U.P.E.

This letter of intent will confirm that management intends to draft and propose a Corporate policy to the Municipal Council concerning reimbursement and/or payment for professional fees and licenses required by municipal employees in the performance of their work. Further, the Union will be provided the opportunity to review the draft policy to the extent that it affects positions contained in the Collective Agreement and provide comments or suggestions that may be incorporated in the final draft.

Dated this 4<sup>th</sup> day of February, 1992

Signed on behalf of the  
Corporation:

*[Handwritten signature]*  
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Signed on behalf of Local 133,  
C.U.P.E.

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The City of  
Niagara Falls  
Canada



City Hall  
4310 Queen Street  
Niagara Falls, Ontario  
L2E 6X5

Phone: (905) 356-7521  
Fax: (905) 356-0759

October 18, 1994

**LETTER OF UNDERSTANDING**

Discussions with the Executive of C.U.P.E. Local 133 on Thursday, June 23, 1994 concerning the matter of job postings, resulted in the following agreement:

Management will adhere to the provisions of the Collective Agreement under Article 13.00 - Job Postings, and where a vacancy is being filled temporarily, as per Section 13.02 after (15) working days, the position shall be posted, except:

- (a) Seasonal transfers in the Parks & Recreation Department as specified on Job Descriptions, specifically Parks/Cemeteries Attendants and Arena Attendants.
- (b) It was also agreed that transfers at the end of the winter season and/or summer season between the Parks and Cemeteries Sections and the Arena Section will be assigned in accordance with seniority.
- (c) Vacancies identified in a Letter of Intent dated July 25, 1991 appended to the Collective Agreement.

Signed on behalf of the Corporation:

*J. Palumbo*  
 \_\_\_\_\_  
*Steve Horvath*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed on behalf of Local 133, C.U.P.E.:

*Barbara Macdonald*  
 \_\_\_\_\_  
*Mark Chapman*  
 \_\_\_\_\_  
*W. Moore*  
 \_\_\_\_\_  
*Frank Hillier*  
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*[Signature]*  
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**LETTER OF INTENT**

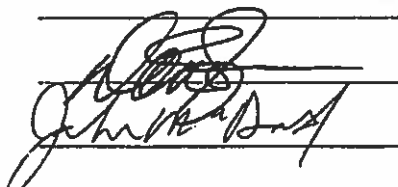
It is the intention of the Corporation of the City of Niagara Falls and CUPE Local 133 to clarify the following Articles in the Collective Agreement based on revisions made during contract negotiations for the 2005-2007 Collective Agreement.

17.03 & 17.04      It is intended that individual employees will be given 10 days notice of any significant change in their work schedules unless unexpected circumstances (employee absences, emergencies etc.) make it impossible to do so or it is mutually agreed to by both the employee and employer.

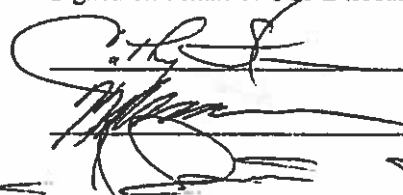
19.06                "Not available" refers to an employee who, within 48 hours of the overtime opportunity, has refused a call-in either by phone or in person or who has not responded to phone calls to the one or two phone numbers that he has provided under Article 19.06(c)  
An employee who can subsequently show proof that he was unavailable for overtime due to being on sick leave immediately prior to the overtime, being on vacation, being on bereavement leave of one day or more, due to an emergency as determined by the Corporation or because of Employment Standards hours of work restrictions, will have the appropriate amount of overtime adjusted.

Dated this 23<sup>RD</sup> day of FEB ., 2006

Signed on behalf of the Corporation

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\_\_\_\_\_  
  
\_\_\_\_\_  
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Signed on behalf of CUPE Local 133

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**Letter of Understanding**

**between**

**The Corporation of the City of Niagara Falls**

**and**

**The Canadian Union of Public Employees Local 133**

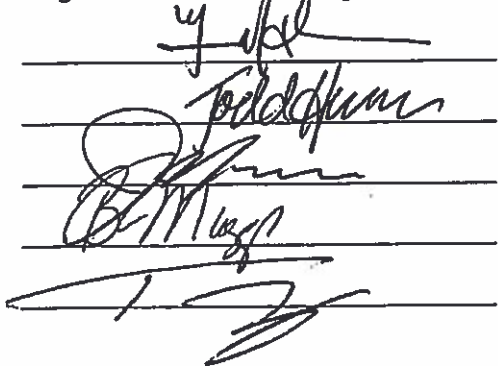
The Corporation of the City of Niagara Falls and CUPE Local 133 agree to make the following exception to Article 19.01 - Overtime for employees called in between 12:00 midnight and 2:00 am for emergency purposes on a scheduled work day.

Employees called in between 12:00 midnight and 2:00 am working 14 hours in a 24 hour period will receive an extra 2 hours bonus at straight time. Employees will be paid according to the Collective Agreement as follows:

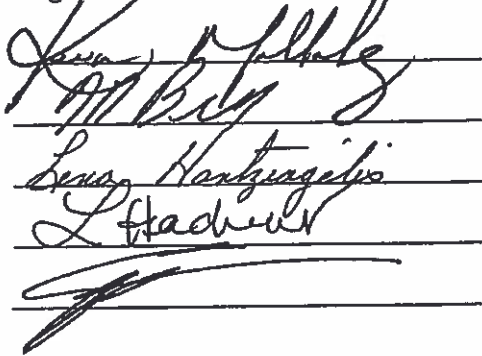
- 8 hours straight time
- 6 hours of overtime at the applicable rate
- 2 hours bonus at straight time

Dated this 9<sup>th</sup> day of October, 2015.

Signed on behalf of the Corporation

  
Four handwritten signatures are written over four horizontal lines. The signatures are in black ink and vary in style, including cursive and more formal block letters.

Signed on Behalf of CUPE Local 133

  
Four handwritten signatures are written over four horizontal lines. The signatures are in black ink and include names like 'K...', 'M...', 'L... Hartigan', and 'L... Hadwin'.

**Letter of Understanding**

**between**

**The Corporation of the City of Niagara Falls**

**and**

**The Canadian Union of Public Employees Local 133**

The Corporation of the City of Niagara Falls and CUPE Local 133 agree to implement a 12 hour shift schedule for the 24/7 Streets Staff for the winter season starting in 2014.

During the winter season, the Employer agrees there will be no reduction or change to the staffing as a result of the 12 hour shift schedule.

Both parties agree to meet with the streets staff the first week of February to review the 12 hour shift schedule. If the union and streets staff determine that the 12 hour shift schedule is not working, the union may request in writing to revert to the 8 hour shift schedule at the completion of the winter season.

**Day Shift = 7am to 7pm**

**Night Shift = 7pm to 7am**

**Winter Bank**

A "Winter Bank" pay code will be set up for all hours worked over and under 80 hours in a pay period. At the end of the twenty-two (22) week winter season each employee will be paid out the balance at time and half at the Truck Driver 2 rate of pay.

**Shift Premiums**

Night shift will receive the 75 cent shift premium.

Day shift will receive Saturday and Sunday overtime premium of 50 cents for all hours worked that do not qualify for overtime.

Night shift will receive Saturday and Sunday overtime premium of \$1.25 for all hours worked that do not qualify for overtime.

**Overtime**

Employees will be eligible to receive overtime for all hours worked over the scheduled 36 and 48 hours work week as per Collective Agreement.

Employees will be eligible to receive overtime for all hours worked on days off according to 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> day off as per Collective Agreement.

**Floater**

Employees will be eligible for a 12 hour floater if taken during the winter season.

**Paid Holidays**

Employees will be eligible to receive 12 hours for all paid holidays during the winter season  
Employees working on the paid holiday will receive 12 hours for paid holiday, 12 hours at overtime and 12 hours 50 cent premium.

**Sick and Vacation**

Employees will use sick and vacation time as per schedule.



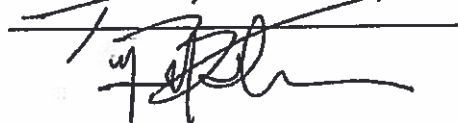
Example 1: sick day will be coded as 12 hours

Example 2: vacation will be coded as 48 or 36 hours for a weeks' vacation as per winter schedule


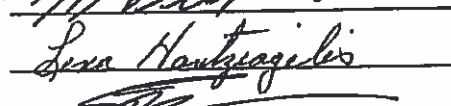
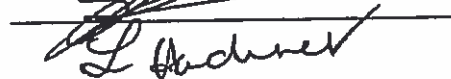
This agreement is without precedent and prejudice to both parties.

Dated this 9<sup>th</sup> day of October, 2015.

Signed on behalf of the Corporation

Signed on behalf of CUPE Local 133

**Letter of Understanding**

**between**

**The Corporation of the City of Niagara Falls**

**and**

**The Canadian Union of Public Employees Local 133**

The Corporation of the City of Niagara Falls and CUPE Local 133 agree to the following understanding regarding flexible hours effective date of ratification:

- In accordance with Corporate policy, the basic hours of employment for all full time permanent employees may be adjusted by operational agreement between individual employees and respective supervisor within a day shift schedule of 7 am to 7 pm. There shall be a minimum of one-half (1/2) hour lunch period daily and the normal two fifteen (15) minute breaks in the work day.
- There can be no reduction in the level of service to the public by flexing hours.
- Due to operational requirements, it is understood that some departments or positions may not be able to accommodate flexible hours arrangements.
- Seniority may be a deciding factor when identical requests are received by more than one employee in a department but will not affect an employee who has an approved arrangement already in place.
- The Employer may postpone, change or cancel any approved flexible hours arrangement due to operational, staff or personal changes. Seniority will not be the deciding factor when such changes are considered.
- The Employer or employee will provide at least ten (10) days' notice to cancel or change any approved Flexible work schedule.
- All terms and conditions of the collective otherwise apply.
- This letter of understanding may be terminated by either party within thirty (30) calendar days written notice and is made on a without prejudice or precedent basis,

Dated this 23<sup>rd</sup> day of April, 2019.

Signed on behalf of the Corporation

Brenda M... 7  
[Signature]  
[Signature]  
[Signature]

Signed on behalf of CUPE Local 133

[Signature]  
[Signature]  
[Signature]  
[Signature]

**Letter of Understanding**

**between**

**The Corporation of the City of Niagara Falls**

**and**

**The Canadian Union of Public Employees Local 133**

The Corporation of the City of Niagara Falls and CUPE Local 133 agree to the following for the aquatic and coop students effective May 1, 2019:

**CO-OP STUDENTS**

The following terms and conditions apply to Transportation, Infrastructure, Construction Inspection and Survey Co-op students:

- Co-op student rate of pay effective May 1, 2019 with same general increases starting in 2020 as CUPE members
  - \$16.40 1<sup>st</sup> work term
  - \$17.20 2<sup>nd</sup> work term
  - \$18.00 3<sup>rd</sup> work term
- Not eligible for overtime and shift premiums
- Hours of work can vary from 25 to 40 hours per week
- Seniority does not apply

**AQUATIC STUDENTS**

The following terms and conditions apply to Lifeguards, Head Lifeguards and Swim Instructors:

- Rate of pay effective May 1, 2019 with same general increases starting in 2020 as CUPE members which reflects a market adjustment:
  - \$16.00 Lifeguard
  - \$17.00 Head Lifeguard
  - \$17.00 Instructors
- Time and half after 40 hours worked in a week
- Not eligible for shift premiums
- Hours of work can vary from 25 to 40 hours per week
- Promotion to Head Lifeguard and Instructors will be based on qualifications, skills and abilities
- Assignments including location is based on operational requirements

- Option week will be determined by lottery by those interested
- Aquatic students meeting the definition of student may be recalled for a maximum of 6 seasons
- Seniority does not apply

Dated this 8<sup>th</sup> day of March, 2019.

Signed on behalf of the Corporation

B. G. M. [Signature]  
K. M. [Signature]  
M. [Signature]  
[Signature]

Signed on behalf of CUPE Local 133

[Signature]  
[Signature]  
[Signature]  
[Signature]

**Letter of Understanding  
between  
The Corporation of the City of Niagara Falls  
and  
The Canadian Union of Public Employees Local 133**

The Corporation of the City of Niagara Falls and CUPE Local 133 agree to the following intent pertaining to Article 24.04.

**Article 24.04: Retiree Benefits**

*The services in 24.01 (a) and (b) and (c) shall be available to employees who retire early using options offered by OMERS Pension Plan, and the cost shall be borne by the Corporation until such employees attain the age of sixty five (65).*

Early retirement "*options offered by OMERS Pension Plan*" shall be defined as those employees who qualify for an early retirement pension with no penalty and meet the following criteria:

1. Age/Service Factor – your age plus credited service plus eligible service will equal 90
2. 30 year provision – your credited service plus eligible service will equal at least 30 years

This letter shall remain in effect unless this Article is otherwise amended by the parties during collective bargaining.

Dated this 25<sup>th</sup> day of October, 2016.

Signed on behalf of the Corporation

\_\_\_\_\_  
\_\_\_\_\_  
*BC Mugg*  
\_\_\_\_\_

Signed on behalf of CUPE Local 133

*Ken Mullen*  
\_\_\_\_\_  
*Norm Darter*  
\_\_\_\_\_

2019-2022 Rate Schedule

The period referred to in the following classifications as the time required to progress from the "A" (Starting and Promotional) rate to the "B" (Normal) rate shall consist of time actually worked in the position. Except where the job is of a permanent nature and has been filled and no effective date provided, any time spent in another position at the request of the Corporation and approved by the employee, shall be in addition to the probationary period or trial period.

Range	Points	Grade	Position	05/01/19	01/01/20 1.80%	01/01/21 1.80%	01/01/22 1.80%
			Student	14.92	15.19	15.46	15.74
			Lifeguard	16.00	16.29	16.58	16.88
			Instructors	17.00	17.31	17.62	17.94
			Head Lifeguard	17.00	17.31	17.62	17.94
			Coop Student 1st term	16.40	16.70	17.00	17.31
			Coop Student 2nd term	17.20	17.51	17.83	18.15
			Coop Student 3rd term	18.00	18.32	18.65	18.99

Range	Points	Grade	Position	01/01/19 1.80% A Rate	01/01/19 1.80% B Rate	01/01/20 1.80% A Rate	01/01/20 1.80% B Rate	01/01/21 1.80% A Rate	01/01/21 1.80% B Rate	01/01/22 1.80% A Rate	01/01/22 1.80% B Rate
<b>Levels 1 to 3 Inclusive: (A) to (B) at 90 Working Days</b>											
475-499	483	01	Labourer	23.42	24.61	23.84	25.05	24.27	25.50	24.71	25.96
	485		Janitor - City Hall								
	485		Janitor - Service Centre								
	485		Janitor - Seniors Centre								
500-524	504	02	Cemeteries Attendant	24.03	25.28	24.46	25.74	24.90	26.20	25.35	26.67
	511		Arena Attendant								
	513		Snowplow Helper								
			Fleet and Equipment Service Person								
525-549	526	03	General Clerk 1	24.59	25.89	25.03	26.36	25.48	26.83	25.94	27.31
	526		Customer Service Clerk								
	526		Customer Service Representative								
	529		Truck Driver 1								
	534		Sewer Equipment Helper								
	545		City Courier								
			Planning Services Clerk								
<b>Levels 4 to 29 Inclusive: (A) to (B) at 120 Working Days</b>											
550-574	563	04	Pipelayer - Wastewater	25.23	26.57	25.68	27.05	26.14	27.54	26.61	28.04
	563		Municipal Service Centre Clerk								
	567		Finance Clerk/Accounts								
	567		Finance Clerk								
	569		Assistant Sewer Lateral Maintainer								
575-599	582	05	Cement Finisher	25.82	27.17	26.28	27.66	26.75	28.16	27.23	28.67
	575		Environmental Services Maintainer								
	588		Recreation and Culture Clerk								
	592		Accounts Payable Clerk								
	592		Accounts Receivable Clerk								
	594		Tractor/Trackless Operator								
600-624	602	06	Truck Driver 2	26.49	27.84	26.97	28.34	27.46	28.85	27.95	29.37
	610		Assistant Storekeeper								
	602		Truck Driver 2 (One Person Plow Op)								
	615		Haul-All Operator								
	618		Gardener								
625-649	627	07	Loader Operator/Truck Driver 2	27.03	28.42	27.52	28.93	28.02	29.45	28.52	29.98
	633		Tax Clerk								
	633		Water Clerk								
	633		Backhoe Operator/Truck Driver 2								
	642		Fire Prevention Clerk								
650-674	650	08	Visitor Services Assistant	27.58	29.06	28.08	29.58	28.59	30.11	29.10	30.65
	655		Sweeper Operator/Truck Driver 2								
	659		Trades Helper								
	660		Cemeteries Clerk								
	660		Dispatcher Time Auditor								
	660		Parking Services Clerk								
	667		Cashier								
	668		Arena Operations Attendant								
	672		Fleet Services Clerk								
	673		Transportation Services Clerk								

2019-2022 Rate Schedule

Range	Points	Grade	Position	01/01/19	01/01/19	01/01/20	01/01/20	01/01/21	01/01/21	01/01/22	01/01/22
				1.80% A Rate	1.80% B Rate	1.80% A Rate	1.80% B Rate	1.80% A Rate	1.80% B Rate	1.80% A Rate	1.80% B Rate
675-699	678	09	Tree Climber	28.25	29.70	28.76	30.23	29.28	30.77	29.81	31.32
	683		Grader Operator/Truck Driver 2								
	683		Truck Driver 2 - "A" License Required								
	689		Arena Operator "B"								
	690		Environmental Services Record Clerk								
			Road Patrolter								
700-724	701	10	Building Services Clerk	28.79	30.36	29.31	30.91	29.84	31.47	30.38	32.04
	702		Collections Officer								
	705		Underground Service Operator								
	712		Tax Statistics Clerk								
	714		One Person Plow Operator								
	717		Senior Billing Officer								
			Sewer Lateral Maintainer								
			Water Meter Repairer								
725-749	727	11	Accounting Clerk	29.49	30.98	30.02	31.54	30.56	32.11	31.11	32.69
	732		Equipment Operator 2								
	737		Equipment Maintainer								
	743		Carpenter								
	746		Facilities Office Coordinator								
750-774	750	12	Municipal Enforcement Clerk	30.05	31.60	30.59	32.17	31.14	32.75	31.70	33.34
	756		First Appearance Coordinator								
	764		Transportation Field Technician								
775-799	775	13	Small Engine Technician	30.64	32.25	31.19	32.83	31.75	33.42	32.32	34.02
	779		Permit Application Technician								
	780		Vital Statistics and Licensing Clerk								
	783		Lead Hand - Construction								
	794		Jr. Infrastructure & Environmental Tech.								
			Storekeeper								
800-824	804	14	Capital Cost Clerk	31.24	32.93	31.80	33.52	32.37	34.12	32.95	34.73
	809		Lead Hand - Tree Climber								
	809		Secretary Treasurer - C of A								
	811		Lead Hand - Facilities								
	815		Payroll Coordinator								
	823		Maintenance Welder								
			Tax Collections and Appeals Officer								
825-849	834	15	Transportation Systems Specialist	31.86	33.52	32.43	34.12	33.01	34.73	33.60	35.36
850-874	870	16	Vehicle Inspection Mechanic	32.44	34.14	33.02	34.75	33.61	35.38	34.21	36.02
875-899	878	17	Lead Hand - Cemetery Services	33.06	34.80	33.66	35.43	34.27	36.07	34.89	36.72
	892		Lottery Licence Coordinator								
	897		Lead Hand - Environmental Services								
900-924	900	18	Garage Mechanic	33.68	35.43	34.29	36.07	34.91	36.72	35.54	37.38
	903		Maintenance Tradesperson (Electrician)								
	904		Engineering Asset Management Analyst								
	907		Infrastructure Technician								
	924		Assistant Planner								
925-949	926	19	Plan Examiner	34.28	36.07	34.90	36.72	35.53	37.38	36.17	38.05
950-974	958	20	Lead Hand - Garage	34.87	36.72	35.50	37.38	36.14	38.05	36.79	38.73
	974		Party Chief								
975-999		21		35.47	37.33	36.11	38.00	36.76	38.68	37.42	39.38
1000-1024	1003	22	Planner 1	36.07	37.93	36.72	38.61	37.38	39.30	38.05	40.01
	1005		Traffic Technologist								
	1015		Municipal Enforcement Officer								
1025-1049	1026	23	MW Inspector	36.70	38.61	37.36	39.30	38.03	40.01	38.71	40.73
	1029		Plumber								
	1032		Development Technologist								
	1036		Design Technologist								

**2019-2022 Rate Schedule**

Range	Points	Grade	Position	01/01/19	01/01/19	01/01/20	01/01/20	01/01/21	01/01/21	01/01/22	01/01/22
				1.80% A Rate	1.80% B Rate	1.80% A Rate	1.80% B Rate	1.80% A Rate	1.80% B Rate	1.80% A Rate	1.80% B Rate
1050-1074	1064 1071	24	Infrastructure, Asset & Env. Technologist Building Inspector	37.26	39.23	37.93	39.94	38.61	40.66	39.30	41.39
1075-1099	1078	25	Senior Zoning Administrator	37.88	39.84	38.56	40.56	39.25	41.29	39.96	42.03
1100-1124		26		38.46	40.52	39.15	41.25	39.85	41.99	40.57	42.75
1125-1149		27		39.12	41.16	39.82	41.90	40.54	42.65	41.27	43.42
1150-1174	1165	28	Senior Building Inspector	39.70	41.77	40.41	42.52	41.14	43.29	41.88	44.07
1175-1199	1176 1187	29	Senior Plan Examiner Planner 2	40.28	42.42	41.01	43.18	41.75	43.96	42.50	44.75

