

**COLLECTIVE AGREEMENT**

**THE REGIONAL MUNICIPALITY OF NIAGARA**



**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1287**



**JANUARY 1, 2018 to DECEMBER 31, 2021**

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**NOTE:**  
**THE BOLD PRINT REPRESENTS NEW CLAUSES OR CHANGES FROM THE PAST COLLECTIVE AGREEMENT.**

THIS AGREEMENT MADE THIS 24<sup>th</sup> DAY OF May, 2018

**BETWEEN:**

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter referred to as the "Corporation")

**OF THE FIRST PART**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287**

(Administrative & Technical Services Unit, Transportation Services Unit,  
Water and Wastewater Division Unit, Community Services Unit)

(hereinafter referred to as the "Union")

**OF THE SECOND PART**

**WITNESSETH THAT:**

**ARTICLE 1 - PREAMBLE**

1.01 Whereas, it is the desire of the Union and the Corporation to provide efficient and economical administration and service to The Regional Municipality of Niagara, both Parties agree that for such purposes it is essential to maintain harmonious relations between the Corporation and its employees and to promote the morale, well-being and security of all employees represented by the Union; to provide procedures for dealing with grievances; to promote cooperation, joint discussions and negotiations in all matters pertaining to wages, hours of work and working conditions.

Now, therefore, the parties agree as follows:

**ARTICLE 2 - MANAGERIAL RIGHTS**

2.01 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to maintain order, discipline and efficiency and to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for just and proper cause, provided that procedures contrary to this Agreement are not used and provided that a claim of discriminatory promotion or demotion, or a claim that an employee has been discharged or disciplined without just and proper cause may be the subject of a grievance and dealt with under the grievance provisions of this Agreement.

- 2.02 The Union further recognizes the rights of the Corporation to operate and manage its business in all aspects in accordance with its responsibilities. In addition the location of its plants or places of employment, the methods, processes and means of performing the various works are solely the right and responsibility of the Corporation.
- 2.03 The Corporation has the right to make and alter from time to time rules and regulations to be observed by the employees provided that no change in such rules and regulations shall be made by the Corporation without prior notice to and discussion with the Union.
- 2.04 If there is to be re-organization or relocation of offices, departments or divisions resulting in the transferring of employees there shall be prior discussion with the Union.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for employees listed under Schedule "A" of this Agreement. Any disputes may be resolved under Article 3.02 or any provisions contained in the Ontario Labour Relations Act.
- 3.02 The Corporation shall notify the Union in writing of any new or amended position engaged in Maintenance Services, Operations, office and clerical work of all departments except for the Regional Chair and Chief Administrator's offices, Legal Services and Human Resources. A meeting shall be held if requested by the Union to discuss employee group jurisdiction of any new position. If an agreement cannot be reached, the matter shall proceed to Step 3 and the balance of the grievance procedure.
- For any bargaining unit position, it is understood that a change in job title alone shall not constitute a change in bargaining unit status.
- 3.03 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimenting, emergencies or when a regular qualified employee is not readily available and the work involved is less than one hour's duration.
- 3.04 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or the Union or their respective representatives which conflicts with the terms of this Collective Agreement.
- 3.05 The Corporation and the Union agree that any new positions not coming within the foregoing recognition clause or the exclusions therefrom shall be discussed by the parties to determine whether they come within the jurisdiction of this Agreement or are excluded therefrom.
- 3.06 Students employed during school vacation periods from May to September, and employees who are employed for a specific term or task under a government program shall have a separate seniority list. Students shall be entitled to all rights and benefits of the Collective Agreement with the exception of Article 19 (Overtime), Article 23 (Sick Leave Provisions), Article 25.03 (Payment of Wages), Article 25.05 (Courses of Study), Article 27 (Employee Benefits), and Article 31.03 (Safety Footwear). Articles 21.01 (Paid Holidays) and Article 22 (Vacation) shall be in accordance with the Employment Standards Act. It is understood and agreed that the students employed under the contract shall not be used in classifications of higher paying positions normally offered to full-time employees. Students shall be used to carry out duties normally performed in past practice.

Such employees shall not in any way displace regular employees nor will they be retained in or granted work in preference to regular employees who normally perform the work.

Students will be selected for interviews for summer employment with the Public Works Department by way of a lottery system. **A Union Executive member will be in attendance at the student lottery. Returning students who worked in good standing during the previous work term will be considered for summer employment interviews without the need of the lottery ranking for no more than four (4) consecutive years.**

As a pre-condition of employment or the continuation of employment, summer students will be returning to full-time studies in the Fall. Students awarded a summer student position or those returning from a previous work term must sign the Corporation's Declaration form they intend to return to school in the Fall term. Falsification of the declaration, or a decision not to return to full time studies in the Fall will result in immediate termination of employment.

#### **ARTICLE 4 - DISCRIMINATION**

**4.01** The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability, nor by the reason of his membership or activity in the Union or that of any dependent of the employee in accordance with the Human Rights Code as amended from time to time.

**4.02** The Parties agree that there shall be no discrimination or harassment practiced against any employee, in accordance with the Ontario Human Rights Code, the Ontario Labour Relations Act, the Corporate Harassment in the Workplace Policy, the Corporate Respectful Workplace Conduct Policy or the Corporate Workplace Violence Prevention Policy as may be amended from time to time. The Parties further agree that it is in their mutual interest to ensure the workplace environment is respectful and free of inappropriate behaviour or other offensive conduct.

#### **ARTICLE 5 - UNION SECURITY**

**5.01** All employees of the Corporation covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All future employees of the Corporation shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of employment with the Corporation.

#### **ARTICLE 6 - CHECK-OFF UNION DUES**

**6.01** The Corporation shall deduct from every employee any dues, initiations, or assessments as are uniformly levied in accordance with the Union constitution and/or bylaws and owing by him to the Union.

**6.02** Deductions shall be made from each pay and shall be forwarded to the Union not later than the 15th day of the month following and, accompanied by a duplicate list of names of all employees from whose wages the deductions have been made.

## **ARTICLE 7 - THE CORPORATION AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

**7.01** The Corporation agrees to provide new employees with an opportunity to meet for fifteen (15) minutes with a Union Representative at the conclusion of Corporate New Employee Orientation and be provided with or advised where they can obtain an electronic copy of the current collective agreement and who will reference conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

The Union will be provided with a Corporate New Employee Orientation schedule indicating date, time, and place of orientation.

**7.02** On commencing employment or within a reasonable time thereafter, the employee's immediate supervisor shall introduce the new employee to his Union Steward or representative and Health & Safety Representative.

## **ARTICLE 8 - CORRESPONDENCE**

**8.01** All correspondence between the Parties, arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Office and the Local's President/Secretary, c/o the Union Office, unless otherwise provided herein.

## **ARTICLE 9 - UNION COMMITTEES AND STEWARDS**

**9.01** No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Corporation will recognize:

- (a) A Union committee of five (5) employees, one of whom shall be the President/Secretary of the Local or his representative for the purpose of renewing or amending the Collective Agreement.
- (b) A grievance committee of three (3) employees, one of whom shall be the President/Secretary of the Local or his representative.
- (c) A Union committee, for the purpose of Labour/Management meetings with the Corporation as set out in Article 10.01, shall be made up of the President/Secretary of the Local and/or their designate, and the four (4) Unit Vice-Presidents, or their designates. The Parties agree to have representatives in attendance at Labour/Management meetings in accordance with the agreed Terms of Reference and as may be amended from time to time.
- (d) The Corporation and the Union shall maintain Occupational Health and Safety Committees for the Community Services, Public Health, Transportation Services, Water and Wastewater Services, Administrative and Technical Services, Environmental Centre and at any other locations as required by the Occupational Health & Safety Act. Each committee will be composed of both Union and Employer members; the structure of each committee defined in their Terms of Reference. Each committee shall hold meetings per the Terms of Reference or more frequently if requested by the Union or the Corporation for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. Subject to conformity with the Occupational Health & Safety Act, any of the foregoing may be amended by mutual agreement between the Parties.



- (e) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.
- (f) It is understood, that when a location has two or more members that the Union wishes to have on any committee, the Union shall assign an alternate member from a different location whenever possible. If this is not possible, the manager shall have the right to deny one individual leave for good cause, i.e. scheduling, workload.

9.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Corporation acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee which the Steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

9.03 The department covered by each Steward shall be listed in Schedule "B" of this Agreement. Four (4) Unit Grievance Officers shall be appointed by the Union. The Union will endeavour to have one steward and one alternate steward for all workplace locations.

9.04 The Union shall notify the Corporation in writing of the name of each Steward and the department(s) he represents and the Unit Grievance Officers before the Corporation shall be required to recognize them.

## **ARTICLE 10 - LABOUR MANAGEMENT RELATIONS**

10.01 Meetings between the Corporation and the Union shall be held at times mutually agreeable to both parties within ten (10) calendar days of a request from either party. A statement outlining the matter for discussion will be submitted by each Party not less than five (5) days prior to the time of the scheduled meeting, except in cases of emergency.

10.02 The Corporation agrees that Stewards or Elected Officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. It is understood that Stewards or Elected Officers have their regular work to perform on behalf of the Corporation and that they will not leave their work without obtaining permission from their immediate non-union supervisor, which shall not be unreasonably withheld, and shall explain the reason for their absence. Upon completing their Union duties, the Steward or Elected Officer will be responsible to report to their immediate non-union supervisor that they have returned to their regular workplace and they are resuming their regular work.

10.03 Any member of the Union committees as outlined in Article 9, who is in the employ of the Corporation, shall have the privilege of attending meetings with the Corporation without loss of remuneration.

10.04 The Corporation agrees to compensate members of the Union Committee, in accordance with this Agreement, for time spent in the negotiation of a Collective Agreement. In the event of a meeting with a third party (conciliation or mediation), time spent in addition to time which would normally have been worked by a member of this Committee will not be paid.

10.05 The Corporation will compensate an employee required to attend a grievance meeting with the Corporation's representative or other meetings regarding Labour/Management/ management relations for his regularly scheduled work time spent in attending such meetings to the extent that he will suffer no loss of earnings.

10.06 The Corporation shall make available to the Union, on request, information required by the Union regarding job descriptions **and physical demands analysis** of positions in the bargaining unit; job classifications; wage rates; and a breakdown of point ratings on job evaluation, pension and welfare plans.

10.07 In accordance with Article 10, a leave of absence to attend Union affairs shall be submitted in advance and in writing to the Union member's immediate supervisor/manager for approval using the prescribed corporate Union Business Leave Form. When leave of absences have been granted, it becomes the responsibility of the Union member to submit the completed Union Business Leave Form to the Union.

## **ARTICLE 11 - THE COUNCIL AGENDA**

11.01 Prior to a Council meeting, the Corporation agrees to provide the Union office with one (1) copy of the Council Agenda. A copy of the Council proceedings shall be supplied to the Union following the Council meeting.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.

Any employee who believes he has a grievance shall be required to follow the complaint process and in doing so will be free from any restraint, interference, or reprisal in bringing any grievance forward.

In this article, the word "days" shall exclude Saturdays, Sundays and paid holidays.

(a) Formal Complaint

It is the mutual desire of the Parties that complaints of employees shall be addressed as promptly as possible. An employee must take up any complaint directly with his immediate non-union Supervisor/Manager, or designate within ten (10) days of the event upon which the complaint originated. The immediate supervisor shall arrange for the presence of his Union Representative, if he so requests. The immediate supervisor shall give his reply within two (2) days.

(b) Denial of Job Posting and/or Layoff and Bumping

Where the grievance arises from a hiring decision under Article 16 or Article 17, the "immediate supervisor" is understood to mean the supervisor responsible for the hiring decision resulting in the complaint, which will be discussed directly with the supervisor within the specified period above.

Failing satisfactory settlement, the following grievance procedure shall apply.

12.02 Step 1

(a) If an employee is not satisfied with the response under Article 12.01, they shall within five (5) days of the answer submit his grievance in writing duly authorized and processed in accordance with Article 12.02(b) to their non-union Supervisor/Manager, or designate who shall arrange for the presence of their Union Representative. The Supervisor/Manager responsible for making the decision will give their decision (in writing) within five (5) days following this meeting, with a copy to the President/Secretary of the Union.

- (b) All grievances shall be submitted in writing and shall be signed by the grievor and by the Chairperson of the Grievance Committee or the President/Secretary of the Union. The grievance shall be submitted to their non-union Supervisor/Manager, or designate, on the approved form and shall contain facts of the grievance, the sections of the Agreement alleged to be violated and relied upon.

#### 12.03 Step 2

If not then settled at Step 1, the grievance may, within a further ten (10) days, be submitted by the Grievance Committee to the Committee of Management to be dealt with at a meeting to be held within ten (10) days of the submission. At Step 2, there will be the President or designate, a Union Representative, grievor and a Representative from the Canadian Union of Public Employees present. The decision of the Committee of Management shall be given in writing to the President/Secretary of the Union within ten (10) days after the meeting at which it was discussed.

The Corporation will make reasonable efforts to ensure those members of management responsible and accountable for the resolution of the grievance attend the Step 2 grievance meeting as scheduled.

#### 12.04 Step 3

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 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 Office of Arbitration of the Ontario Ministry of Labour to name a Chairman. No person shall be selected as a Chairman 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.
- (b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairman, 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 the arbitration has been completed. The decision of the 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 Chairman's decision shall be final and binding. Nothing in this Article shall prevent the parties from agreeing to the appointment of a sole arbitrator that is acceptable to both parties.
- (c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu therefore, nor to give any decision inconsistent with the terms and provisions of this Agreement.

The Arbitration Board shall have power to vary or set aside the decision of the Committee of Management or penalty imposed upon the grievor.

- (d) A grievance submitted to arbitration will be one limited to 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 to a technical violation or error, or 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 its 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 of arbitrability and proceed with the matter on its 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. Should the parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

- (e) Each of the Parties 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. Where a sole arbitrator is appointed under Article 12.04 (b), the Arbitrator's costs will be shared equally between the parties.
- (f) 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 expiration of the allotted time which the answer should have been given.
- (g) 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, and all reasonable arrangements will be made to permit the conferring Parties to have access to the appropriate building and to view disputed operations and to confer with necessary witnesses.
- (h) The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties to this Agreement.

#### 12.05 Group or Policy Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of two (2) or more employees or the Union has a grievance, Step 1 of this Article may be bypassed and such grievance submitted at Step 2 within fourteen (14) days of the event upon which it is based. In the case of Group Grievances, the Union may have a maximum of two (2) grievors attend at any meeting(s) or hearing(s) that are held in conjunction with such grievances.

12.06 The Union shall have the right to originate a grievance on behalf of an employee within fourteen (14) days of the event on which the grievance is based. Such a grievance shall commence at the formal complaint stage in accordance with Article 12.01 and the grievor shall be present unless excused by agreement between the Union and the Corporation

12.07 Replies to grievances shall be in writing to the grievor at all stages with a copy to the President/Secretary of the Union.

#### 12.08 Management Grievance

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

#### Step 1

Human Resources, on behalf of the Corporation, shall lodge the grievance with the President/Secretary of the Union within seven (7) days of the occurrence giving rise to the grievance. Within ten (10) days of receipt of the grievance, the President/Secretary and two (2) other elected or appointed officers of the Union shall meet with the Director of Human Resources to discuss the grievance. Within ten (10) days after the said meeting, the President/Secretary shall deliver to Human Resources, the Union's answer to the grievance.

#### Step 2

If the Corporation is not satisfied with the disposition of the grievance by the Union Grievance Committee, the matter may be submitted to arbitration in which event the procedure as set forth in Article 12.05 shall apply.

12.10 At the discretion of the Union, and with agreement by the Corporation, Step 1 of this Article may be by-passed.

12.11 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 Union shall be allowed to have a committee of three (3) employees in attendance during a grievance mediation meeting, one of whom shall be the President/Secretary of the Local, or his designate.

The cost of grievance mediation officer's services will be jointly shared by the parties.

### **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

13.01 Whenever the Corporation deems it necessary to discipline, suspend or discharge an employee, the Corporation shall advise the employee within fourteen (14) days of becoming aware of the incident, giving written particulars of such censure to the employee with a copy to the President of the Union.

At the time of a formal investigative interview, and at the time where any discipline is issued, an employee shall have the right to have a Union representative present. In such cases, the Corporation shall notify the employee of this right in advance or in the case of discipline the Corporation will contact the Union office directly.

13.02 The Corporation will notify the President/Secretary in writing in all discharge or suspension cases within five (5) working days of the disciplinary action giving the name of the employee concerned and the reason for the discharge or suspension.

13.03 An employee who has completed his probationary period may be dismissed but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the Corporation of the reason for such discharge or suspension.

13.04 A grievance claiming unjust discharge or suspension shall be submitted in writing to the Director of Human Resources within five (5) days of the date that the Union and the Steward have been notified in writing of such discharge or suspension and it shall commence at Step 2 of the grievance procedure.

13.05 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.06 Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of eighteen (18) months in which he has not received any disciplinary warning or suspension. The Employer shall provide any disciplinary letter within a reasonable period of time. In the case of any unreasonable delay in issuing such letter, the parties may by strict mutual agreement revise the date of issuance accordingly.

Upon written request to Human Resources, an employee shall have reasonable access during normal business hours to review their personnel file. The employee shall not remove any documents from such file; however upon request the employee may be given a copy of any document(s) from his personnel file.

Notwithstanding the above, should an employee be seeking confirmation that any disciplinary letter has sunset from his record, the employee may request such confirmation from Human Resources.

#### **ARTICLE 14 - SENIORITY**

14.01 Employees shall retain their previous seniority status with their former employer in accordance with Article 14.06, and thereafter seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a Union-wide basis.

A part-time employee's seniority shall be defined as length of service with the Employer in a bargaining unit position and shall be based on a date of hire which will be amended so that length of service shall be proportional to hours actually worked.

14.02 The Corporation shall maintain a master seniority list showing the date upon which each employee's service commenced and seniority date. The Corporation shall prepare copies of the seniority list which shall be brought up-to-date following each pay period and copies shall be posted to the Corporation's intranet system and e-mailed to the Union.

The Corporation recognizes that part-time employees who transfer to a full-time position shall bring their accumulated seniority with them and similarly a full-time employee who transfers to a part-time position will be credited with their full-time seniority.

14.03 Any newly hired full-time, part-time and casual employees **or employees who transfer from a position outside the bargaining unit** shall be on probation and seniority shall become effective only after an employee has worked a total of six hundred hours (600) hours and shall then be measured from the beginning of the probationary period. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except that he shall not grieve with respect to discharge.

For positions combining seasonal assignments, **a performance assessment of three hundred (300) hours worked will be conducted for the winter half of the position.**

14.04 Seniority rights shall cease and the employee will be deemed terminated for the following reasons:

- (a) If the employee resigns;
- (b) After twenty-four (24) consecutive months on layoff;
- (c) If the employee is discharged and the discharge is not reversed through the grievance procedure;
- (d) If an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to his last known address, on the Corporation's records, to report for work and does not give a satisfactory reason;
- (e) If an employee overstates a leave of absence granted by the Corporation in writing and does not secure an extension of such leave, unless a satisfactory reason is given;

14.05 (i) No employee shall be promoted to a position outside the bargaining unit without his consent. If an employee is promoted to a permanent position outside of the bargaining unit, subsequent to the signing of this Agreement, he shall retain his seniority acquired at the time of leaving the bargaining unit for a period of not to exceed six (6) months. Such an employee may only return to the bargaining unit during the six (6) month period for this position, through the posting procedure.

Such return shall be discussed between the Union and the Corporation. Such return shall not result in the displacement of an employee with greater seniority.

(ii) An employee who accepts a temporary posted position outside of the bargaining unit subsequent to the signing of this Agreement for reason other than replacing a person who is absent due to illness, as defined in Article 23, shall have such temporary assignment limited to a period not to exceed **twenty-four (24) months** unless mutually agreed otherwise by the Parties. The employee shall return to his former permanent position upon completion of the temporary assignment and shall retain his seniority without any further accumulation from the time he worked outside of the bargaining unit.

**Any accrued lieu, standby, and holiday banks will be paid out when temporarily transferring to the position outside of the bargaining unit.**

(iii) An employee may be appointed to a position outside of the bargaining unit without a posting, and in such case, the following shall apply:

- (a) Appointments to temporary unposted non-union positions shall not exceed twenty (20) consecutive shifts, or exceed more than sixty (60) shifts in any calendar year.

- (b) During the period of appointment, the employee shall continue to remit union dues and will retain and continue to accumulate seniority.
- (c) During the period of appointment, the Parties agree the initial bargaining unit position **which the Corporation intends to fill** will be back-filled by existing bargaining unit members on the basis of seniority and qualifications to perform the work involved.
- (d) In the event a bargaining unit member is not available to perform this work, or no member of the bargaining unit is willing to perform this work, a casual labour pool employee will be assigned in accordance with the casual labour pool policy.
- (e) All subsequent vacancies **which the Corporation intends to fill** shall be filled in accordance with (c) and (d) above.
- (f) It is understood that any member of the bargaining unit appointed to a temporary unposted non-union position will not be responsible for labour relations or human resources issues involving bargaining unit members. Such matters will be referred to permanent non-union supervisors and managers.
- (g) It is understood the above conditions come into effect after five (5) shifts when a member of the bargaining unit is appointed to a temporary un-posted non-union position.

14.06 The seniority date of employees in municipalities, boards or commissions which have been or will be assumed by the Corporation and come within the jurisdiction of this Collective Agreement will be placed in their rightful chronological position on a combined list of employees forming the total seniority list.

14.07 Any regular full-time or part-time employee within the Corporation, who becomes a member of CUPE Local 1287 as the result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Corporation to CUPE Local 1287.

**Such an employee shall be on probation and all accumulated seniority shall be transferred only after the employee has worked a total of six hundred (600) hours and shall be measured from the beginning of the probationary period. During the probationary period the employee shall be entitled to all rights and privileges of this Agreement.**

14.08 The following is the process to be used when two (2) or more employees have the same seniority date.

First, the date of hire, and if the same;

The employee with the lowest last three (3) numbers of the employee's Social Insurance Number (SIN) will be considered the first hired, and so on. If the two employees have identical last three (3) numbers, the fourth number of the SIN number will be compared, with the lowest fourth number of the two being considered the first hired.

Example 1:

Employee A	XXX XXX 789
Employee B	XXX XXX 690

Employee B is considered the first hire



Example 2:

Employee A

XXX XX1 789

Employee B

XXX XX3 789

Employee A is considered the first hire

**ARTICLE 15 - RETIREMENT AGE**

15.01 It is agreed that the first day of retirement shall be the first day of the month following the month an employee retires and resigns their employment.

It is understood that once an employee has determined a date of retirement, they are responsible to advise their manager in writing of their intent to retire and specify the retirement date, with a copy to Human Resources. It is preferred the employee provide written notice of retirement no less than three (3) months in advance of the retirement date as a reasonable period to process the retirement.

**ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

16.01

(a) In this article, the word "days" shall exclude Saturdays, Sundays and paid holidays.

When a bargaining unit vacancy occurs or a new position is created the Corporation shall post notice of the position electronically through the Corporation's intranet system, for a period of five (5) working days, with an e-mail copy to the Union, in order that all members will know about the position and be able to make on-line application. The only exception to the requirement to post the notice of the position is where Council has appointed Non-Union staff by resolution. In such case, the local Union office shall be advised of such appointment.

It is understood that should the Corporation proceed with other advertising of any bargaining unit position during the time of internal posting; the Union shall be notified should this occur. In such case, internal applicants from the bargaining unit will be assessed prior to any applicants from outside of the bargaining unit. It is further understood and agreed that with the exception of the provisions of paragraph Article 16.01(a), the provisions of this Agreement shall not apply to any position outside of the bargaining unit.

- (b) Vacancies arising through normal retirement, which the Corporation intends to fill, shall be posted thirty (30) days prior to the employee's retirement date.
- (c) All temporary vacancies posted will state the anticipated length of time the position will be vacant.
- (d) It is understood by both Parties that upon the completion of a temporary assignment, the successful applicant will return to their former permanent position. If the former permanent position no longer exists, Article 17 shall apply.
- (e) In such cases where an employee has been absent from their permanent position for more

than thirty (30) consecutive months, the employer may post such position as a permanent position in accordance with Article 16.

16.02 Posted vacancies will state the job classification, location, requirements of the job, the rate to be paid and whether or not shift rotation is involved. An employee wishing to apply for the vacancy shall do so in writing using the prescribed form during the posting period.

16.03 (a) Subsequent vacancies due to the transfer of employees shall be posted for five (5) working days.

(b) If there is no qualified applicant, the vacancy may be filled by a new hire provided that no outside advertising of a vacancy shall be placed until present employees have had the opportunity to apply in accordance with the job posting procedures.

16.04 The Parties recognize that promotion within the service is desirable and that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, transfer, layoff and recall after layoff, senior employees shall be given preference in accordance with Article 16.05.

Where the Corporation determines any combination of interviewing and/or testing assessment is required, the following shall be considered when assessing competing applicants for a vacancy:

#### Testing

- (i) Applicants shall be advised if testing may form part of the assessment process.
- (ii) Applicants shall be given advanced notice of the testing date.
- (iii) Applicants shall be apprised of the general nature of the subject matter upon which they will be tested.
- (iv) The content of any testing will be relevant to the duties of the vacancy and standard for each applicant.
- (v) Notwithstanding the above, applicants that have been tested on the same test being administered and who have successfully achieved a passing grade in the previous six (6) months will not be required to complete the same test again, unless the employee voluntary opts to.
- (vi) Notwithstanding the above, applicants that have been tested for the same position and who have not successfully achieved a passing grade in the previous six (6) months need not be considered in the recruitment process.**

#### Interview

- (vii) Interview questions shall be standard for each applicant as determined by the Corporation.
- (viii) Interview questions must be relevant to the necessary qualifications and requirements of the vacancy.
- (ix) Interview questions and applicant responses shall be recorded at any interview.
- (x) Notwithstanding the above, applicants that have been interviewed for the same position who have not successfully achieved a passing grade in the previous six (6) months need not be considered in the recruitment process.**

Where a 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 not more than two (2) representatives from the Union and two (2) representatives from management (Human Resources and selecting department) to discuss the reasons for recommending a junior applicant. Such notification and meeting shall take place prior to the successful applicant being appointed to fill a vacancy. At such time the senior applicant or Union may request to review his interview and/or testing results, where applicable.

If the parties do not agree with the recommendation, the senior applicant shall be advised of the reasons in writing, including his overall interview and/or test results, by the hiring department within two (2) working days following the above noted meeting and the matter may proceed through the grievance procedure if necessary.

16.05 In promotions, demotions, transfers, the following factors shall be considered:

- (a) **seniority;**
- (b) knowledge, efficiency and ability to do the work;
- (c) physical ability to perform the functions of the position;

Unless an applicant junior in seniority to the senior qualified applicant is significantly more qualified in factors (b) and (c), the senior applicant shall be the successful applicant.

16.06 The Corporation shall be free to temporarily fill a vacancy during the posting period by appointing a qualified person according to seniority.

- 16.07 (a) The successful applicant appointed to a posted permanent vacancy shall be placed on the job for an assessment period of four hundred and fifty (450) hours worked. Conditional upon satisfactory service, such transfer shall be confirmed after the successful completion of the assessment period. **For positions combining seasonal assignments, a performance assessment of three hundred (300) hours worked will be conducted for the winter half of the position.** In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds the new position unsatisfactory, he shall be returned to his former permanent position without loss of seniority and wage or salary, within a reasonable period of time following written confirmation by Human Resources. The Union will receive a copy of this written confirmation. Such decision by either Party will not prejudice further consideration of the employee for any other vacancy.
- (b) The successful applicant appointed to a posted temporary vacancy shall be placed on the job for an assessment period of four hundred and fifty (450) hours worked. Conditional upon satisfactory service, such transfer shall be confirmed after a period of four hundred and fifty (450) hours worked. **For positions combining seasonal assignments, a performance assessment of three hundred (300) hours worked will be conducted for the winter half of the position.** In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, he shall be returned to his former permanent position without loss of seniority and wage or salary, within a reasonable period of time following written confirmation by Human Resources. The Union will receive a copy of this written confirmation.

The Parties agree that the position competition may not have to be re-posted if within the above noted assessment period, and where there are qualified candidates of the bargaining unit who have applied in the original competition.

16.08 When the Corporation decides to withdraw or postpone the filling of a vacancy, the Union shall be notified in writing addressed to the President/Secretary of the Union. Postponement in excess of six (6) months will require reposting before being filled.

16.09 In cases of promotion requiring higher qualification or certification, the Corporation shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for final qualifications prior to filling of a vacancy.

Where it is practicable to do so, such employee may be given an opportunity to qualify within a reasonable length of time and he shall revert to his former position if the required qualifications are not met within such time.

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

16.11 When an employee through compensable injury or disease is unable to fulfil the normal requirements of his job, he may be assigned to other work which he is able and qualified to perform, where such work is available and provided that he shall not displace any employee with greater seniority.

16.12 The Corporation will endeavour wherever reasonable and practicable to give interested employees, in accordance with seniority, the opportunity of gaining experience from time to time in other work operations to enable such employees to qualify for higher-paid positions. During any such temporary training period, there will be no change in the basic rate of pay of any employee involved.

16.13 The successful applicant appointed to a posted vacancy will be prepared to actively work in that position within twenty (20) working days of being awarded the position. If placement is delayed by the Corporation, the employee shall receive the applicable rate of pay beginning on the twenty-first (21<sup>st</sup>) day. The assessment period for such employees shall not commence until the successful applicant actually commences work in the position. If he is medically unfit or unavailable to report, the Corporation may repost the vacancy and the employee will be returned to his former permanent position.

16.14 Successful and unsuccessful applicants shall be so advised, within twenty (20) days of the selection of the successful candidate. The name of the successful applicant will be posted and the Union will be notified.

16.15

- (a) In vacancies of **sixty (60)** working days or less which the Corporation intends to fill, a qualified person from within the Department shall be appointed according to seniority.
- (b) For the purposes of **shift** relief in Water and Wastewater Services where replacement scheduling permits, relief duties shall be shared as equitably as possible amongst staff **trained within** the affected location.

In the event of major emergencies, Operations Managers must ensure certified Operators are available to operate the Region's drinking water and wastewater systems during these

emergency situations. Where regular staff are not readily available, Managers shall contact certified staff to serve as relief Operators in the following order:

1. Operators from within the Area (i.e. Area 1, 2 or 3);
  2. Operators from another Area;
  3. Certified Operators from another section/department within the Region (i.e. Maintenance staff)
- (c) For the purposes of work assignment protocols in SAEO, SAEO Management will review operational structure and requirements prior to issuing an Expression of Interest for assignment(s) and consider assignment(s) opportunities that may be offered at the site or alternate work location. Such consideration will include collaborative discussions with the Union in advance of issuing the Expression of Interest to promote these opportunities.

If after this review, Management determines if operationally feasible, the assignment will be open and offered to all sites of SAEO.

16.16 Arrangements combining seasonal positions shall be determined at the discretion of management. The Corporation reserves the right to determine the composition of such combination positions and to award or deny an application to split or otherwise rearrange existing combination positions based on operational efficiency requirements.

- 16.17 (a) Where a position has been filled on a temporary basis for a continuous period of greater than eighteen (18) months, the incumbent must return to their permanent position, or should it not exist, exercise his seniority rights in accordance with Article 17. If however, the Corporation deems such work necessary beyond this eighteen (18) month period, the position shall be posted on a permanent basis in accordance with Article 16.
- (b) Notwithstanding Article 16.17 (a), appointments of a temporary nature may extend beyond eighteen (18) months if the reason for such placement is related to an approved leave of absence, Union President's paid leave, sick leave, WSIB, or Long Term Disability vacancy.

16.18 When an employee is being awarded a position, all hours worked on a temporary or permanent basis in that position during the past thirty-six (36) months will be considered as experience for the purposes of placement under the salary structure outlined in Schedule "A" of this Agreement.

**For employees in positions who work in combined seasonal assignments, all hours worked in each of the respective classifications shall be credited to the specific wage grid progression of the classification performed with the understanding that this shall only apply to a full scheduled shift worked and not for any partial shift worked.**

- 16.19 (a) Supply employees who do not have regularly scheduled work and who continue to refuse available shifts or continue to be unavailable to work available shifts will be terminated.
- (b) Supply employees must be available to work at least twenty-one (21) hours per week where such replacement opportunities were available and are not permitted to decline four (4) or more opportunities within any successive thirteen (13) week period. First failure to meet the above shall result in a written warning. Second consecutive failure shall result in termination.

16.20 (a) Notwithstanding Article 16, an employee who has been transferred to a permanent position within the preceding four (4) month period need not be considered for a subsequent permanent position competition and/or transfer during this period unless the

employee successfully demonstrates to Human Resources that the competition will result in an increase in gross earnings or reduced travel distance from the employee's permanent residence to work.

- (b) Any 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, after which the employee can obtain another position, and with a second exception that the employee shall be permitted to vacate the temporary position earlier if the employee accepts a permanent position.
- (c) An employee who is hired into a job posting as a new hire shall not be permitted to apply or be awarded any further postings until the employee has passed their probationary period defined in Article 14.03.

Notwithstanding the above, the employee may apply for a further job posting if the duration of the temporary assignment **is anticipated to conclude** prior to the end of the probationary period **and the employee has been notified the assignment will conclude within twenty (20) calendar days.**

## **ARTICLE 17 - LAYOFFS AND RECALLS**

**17.01** Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority. Employees shall be recalled in order of their seniority providing they are qualified to do the work.

**17.02** No new employees will be hired until those laid off have been given an opportunity of re-employment.

The Corporation will not employ casual labour pool or outside employment agency personnel in performing bargaining unit work while qualified members of the bargaining unit are on layoff and deemed by the concerned non-union supervisor capable of performing the work.

- 17.03** (a) The Corporation shall notify employees who are to be temporarily laid off in accordance with Article 17.07 (c) a minimum of seven (7) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work seven (7) full days after the notice of layoff, he shall be paid in lieu of work for that part of seven (7) days during which work was not made available.
- (b) The Corporation shall notify employees who are to be permanently laid off by providing a minimum of twenty-one (21) calendar days before the layoff is to be effective.

Notwithstanding the above, the Corporation may provide as much additional notice as possible.

**17.04** In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Local Executive Board shall be the last persons laid off during their term of office as long as full-time work which they are qualified to perform at their own or a lower wage level is available.

17.05 After so advising the affected employee in writing of available employee benefits at time of layoff, the Corporation agrees to pay its share of premiums for group insurance plans so requested in writing by the employee for the two (2) months following the month of layoff, and subject to the employee **submitting payment, via payment type accepted by the Employer, for** his full share at time of layoff. In the event of a longer layoff, not exceeding twenty-four (24) months, and subject to approval of the policy carrier, eligible employees may continue their specified benefit coverage by providing Human Resources with **payment** on or before the second month of layoff, representing the full premium costs of the benefit. It is understood that should the employee be in arrears of such payment, the Employer shall be entitled to cancel the benefit coverage.

17.06 Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

17.07 (a) (i) An employee with seniority in the bargaining unit whose job is permanently affected after the signing of this Agreement, by way of being discontinued or changed in a manner that will reduce the employee's rate of pay or regular hours of work, may if he chooses, make a decision, to displace a less senior individual, provided the senior employee has the necessary qualifications and as follows:

1. Within five (5) working days, declare the first junior individual.
2. If unsuccessful, within two (2) working days declare the second junior individual.
3. If still unsuccessful, within one (1) working day, declare the third and final junior individual.

It is understood that the Talent Acquisition Advisor will assist the affected employee to determine suitable bump choices.

Should the senior individual successfully displace a junior individual, they then shall be given forty-five (45) working days to demonstrate their ability to perform the selected position. It is preferable in each case that the bump be restricted to the most junior individual in the selected job at the selected work location, division and department to avoid disruption within the work environment.

It is further understood that should an individual be displaced from a temporary position, then the individual shall return to his former permanent position, if one exists. Should the individual not have a permanent position to return to, then he shall exercise his seniority rights in accordance with the above. Other employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner.

Any employee displaced will be notified by Human Resources with information as to his rights under this clause, specifically the employee shall be permitted to declare as noted above up to three (3) junior individuals to be displaced for which they believe they possess the necessary qualifications. In the event an employee is unable to find a suitable position due to being displaced, he shall be considered laid off.

(ii) The Corporation's decision on acceptance or denial of a bump shall be communicated in writing to affected employees within five (5) working days.

- (iii) Transfers resulting from the displacement of active employees shall be held in abeyance until all transfers can take place.

No employee will suffer any loss of wages while awaiting a transfer under this clause.

Once the last employee affected by this process is confirmed, all transfers of affected employees shall be made within seven (7) working days.

- 17.07 (b) In the case where the employee's bump selection is accepted, the employee will be given an orientation and assessment period not to exceed **four hundred and fifty (450) hours worked**. Should the Corporation deem the employee unsatisfactory, unsuitable, medically unfit or unavailable for work, the employee will be laid off in accordance with Article 17.07 (a). The Union shall be notified and a meeting, if requested, will be held within five (5) days between two (2) representatives of the Union and two representatives from Management (Human Resources and the affected department).

Should the employee find himself unable to perform the duties of the position, or if the employee finds the new position unsatisfactory, the employee will be laid off in accordance with Article 17.07 (a). Such decision by either Party will not prejudice future consideration of the employee under a posted vacancy for the same position. Any other employee displaced as a result of rearrangement of the position shall be returned to his position without loss of seniority and wage or salary.

Should the employee find the second position unsatisfactory, the employee will be laid off in accordance with Article 17.07 (a). It is permissible to receive notice of layoff and exercise seniority rights to a maximum of three (3) consecutive times, after which the employee must stay in that third position or transfer through competition for a posted vacancy.

**It is further understood the employee may be considered for posted vacancies and is exempt from Article 16.20.**

- (c) In circumstances involving a temporary layoff at a particular location or operation within the Region for a period of thirty (30) days or less, laid off employees may exercise their seniority rights by displacing an employee with less seniority in their classification for the duration of the layoff. For layoffs in excess of thirty (30) days, Article 17.07(a) shall govern.

## **ARTICLE 18 - HOURS OF WORK**

- 18.01 (a) It is understood that scheduled hours of work for full time and part time employees may vary from time-to-time within respective departments, divisions, programs and services.

**Notwithstanding Articles 18, 19, 22 and 23 regular hours of work may be varied in accordance with the Corporation's current approved policies respecting:**

- **Quality of Worklife – Altered Hours of Work (C3.A12)**
- **Compressed Work Week (C3.C19)**



The normal daily hours of work for full time employees may be seven (7), eight (8), ten (10), twelve (12) hours per shift or other combination of hours per shift with an averaging of normal scheduled hours of work of seventy (70) or eighty (80) hours per pay period, as per Article 18.01 (b) or unless otherwise specified.

The normal daily hours of work for part-time employees may be varied for each location; however part-time employees will have standard weekly hours of work. Should any extra hours become available that are greater than a part-time employee's standard weekly hours, part-time employees will be offered such hours and any acceptance to work these hours will be by mutual agreement.

**Part-time employees with standard weekly hours of work shall have a schedule posted in advance.**

(b)

A. Administration & Technical Services Support Staff in all other Departments and Community Services Units

Five (5) seven (7) hour days from Monday to Friday inclusive for a total of thirty-five (35) hours per week. Except as noted below in (i) to (iv), the hours of work shall be from 8:30 a.m. to 4:30 p.m. with a one-hour unpaid lunch period.

(i) (a) Licensed Child Care Centres

Hours of work depend on the opening and closing times of each nursery or centre subject to the provision of Article 19.03.

(b) Systems Clerks

7:00 a.m. to 3:00 p.m. Monday to Friday with one (1) hour unpaid lunch

(c) Long Term Care Schedulers

**Five (5) seven (7) hour days for a total of 35 hours per week with a one (1) hour unpaid lunch. Hours of work shall be scheduled between 5:00 a.m. to 11:30 p.m. Sunday to Saturday.**

(ii) Administration - Corporate Services

(a) Courier

8:00 a.m. to 4:00 p.m.

Monday through Friday inclusive with one half (1/2) hour paid lunch

(b) Facilities Management

(i) Police Buildings

Two shifts Monday through Sunday

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 11:00 p.m.

With one half (1/2) hour paid lunch

- (ii) Regional Headquarters Thorold  
Two shifts Monday through Friday  
7:00 a.m. to 3:00 p.m. with one half (1/2) hour paid lunch  
4:00 p.m. to 11:00 p.m. with one half (1/2) hour paid lunch
- (iii) Service Centre  
Monday through Sunday  
7:00 a.m. to 3:00 p.m. with one half (1/2) hour paid lunch
- (iii) Water and Wastewater Services
  - (a) Operations Clerks  
8:30 a.m. to 4:30 p.m. with one (1) hour unpaid lunch
  - (b) Program Assistants  
8:00 a.m. to 4:00 p.m. with one (1) hour unpaid lunch

#### B. Transportation Services

For all Transportation Services Operations staff, five (5) eight (8) hour days for a total of forty (40) hours per week. Except as listed below in (i) to (iv), the normal work week shall be 7:00 a.m. to 3:30 p.m., with a half (1/2) hour unpaid lunch period, Monday through Friday.

For Transportation Services staff, five (5) eight (8) hour days for a total of forty (40) hours per week. Except as listed below in (i) to (iv), the normal work week shall be 7:00 a.m. to 3:00 p.m., with a half (1/2) hour paid lunch period, Monday through Friday. For the purpose of this Article, Transportation Services staff shall be defined as all employees in those classifications listed immediately below:

Heavy Equipment Operator  
Truck Driver  
Skilled Labourer  
Certified Signals Electrician  
Signals Lead Hand  
Signal Technician/Certified Electrician  
Signals Installer III  
Signals Installer I  
Project Resource Controller  
Sign Installer I  
Mower and Attachments Operator  
Road Marker II – L.H.  
Certified Arborist  
Tree Worker I  
Marking Driver II  
Bridge Repair Person  
Traffic Infrastructure Locate Technician  
Winter Patrollers  
Motor Vehicle Mechanic  
Motor Vehicle Mechanic Lead Hand

Autobody Repairperson  
Skilled Labourer – Fleet  
Transportation Materials Person  
Transportation Materials Technician  
Road Maintenance Lead Hand  
**Sign Maker I**  
**Sign Maker II Lead Hand**

(i) Winter Operations

From approximately mid-November to approximately the end of March each winter:

Two (2) twelve (12) hour shifts from Sunday through Saturday  
7:00 a.m. to 7:00 p.m.  
7:00 p.m. to 7:00 a.m.

This shift arrangement applies to designated Truck Drivers and Heavy Equipment Operators only.

Agreements as outlined in Appendix “D” will apply.

(ii) Line Marking Crews

Night shifts will be scheduled as required during the painting season, up to four (4) weeks during May and up to four (4) weeks during September.

Actual dates and times are to be determined by the Supervisor.

(iii) Mower Operators (Tractors)

Four (4) ten (10) hour shifts providing forty (40) hours per week to be scheduled for the months of May through October inclusive, as required.

Agreements as outlined in Appendix “D” will apply.

(iv) Dispatch

Two (2) twelve (12) hour shifts, Sunday through Saturday  
7:00 a.m. to 7:00 p.m.  
7:00 p.m. to 7:00 a.m.

Shift rotation pattern to be determined by the supervisor for eighty-four (84) hours of work every two (2) week period.

Agreements as outlined in Appendix “D” will apply.

C. Water and Wastewater Services

For all other Water and Wastewater Services staff, five (5) eight (8) hour days for a total of forty (40) hours per week. Except as listed below the normal work week shall be 8:00 a.m. to 4:30 p.m., with a half (1/2) hour unpaid lunch period, Monday through Friday.

(i) Operations Staff

May consist of eight (8) hour shifts with one half (1/2) hour paid lunch, and twelve (12) hour shifts with two (2) one-half (1/2) hour paid lunches, with hours averaging of eighty (80) hours per pay period over a four (4) or six (6) week work cycle.

Agreements as outlined in Appendix "D" will apply.

D. Waste Management Services:

(i) Landfill Site Operations - Bridge Street, Humberstone and Road 12

An employee's regular schedule of work will be an hours averaging schedule providing eighty (80) hours over a two (2) week period. Two (2) shifts will comprise a shift rotation cycle (Week 1 – thirty-six (36) hours; Week 2 – forty-four (44) hours with every other Saturday to be worked.)

At Bridge St. and Humberstone sites, the thirty-six (36) hour week shall consist of four (4) nine (9) hour days 8:00 a.m. to 5:00 p.m. Monday to Thursday with a half (1/2) hour paid lunch. The forty-four (44) hour week shall consist of four (4) nine (9) hour days 8:00 a.m. to 5:00 p.m. Tuesday to Friday plus one (1) eight (8) hour day from 8:00 a.m. to 4:00 p.m. on Saturday with a half (1/2) hour paid lunch each day.

At Road 12 site, the thirty-six (36) hour week shall consist of four (4) nine (9) hour days 8:00 a.m. to 5:00 p.m. Tuesday to Friday with a half (1/2) hour paid lunch. The forty-four (44) hour week shall consist of four (4) nine (9) hour days 8:00 a.m. to 5:00 p.m. Tuesday to Friday plus one (1) eight (8) hour day from 8:00 a.m. to 4:00 p.m. on Saturday with a half (1/2) hour paid lunch each day.

Landfill site employees who are required to deliver the bank deposit to the designated bank will be paid a one-half (1/2) hour overtime each day plus their mileage in accordance with Article 25.09.

Agreements as outlined in Appendix "D" will apply.

(ii) Geoware Clerks

Five (5) seven (7) hour days from Monday to Friday inclusive for a total of thirty-five (35) hours per week. A rotating schedule will be based on two (2) rotating shifts of 8:00 a.m. to 4:00 p.m. and 9:00 a.m. to 5:00 p.m. with a one (1) hour unpaid lunch.

E. EMS Services Support Staff

Five (5) eight (8) hour days for a total of forty (40) hours per week. Except as listed below in (i) and (ii), the normal work week shall be 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. Monday through Friday, with a one half hour (1/2) unpaid lunch period.

(i) EMS Schedulers

Normal shift of 6:00 a.m. to 2:30 p.m. or 10:00 a.m. to 6:30 p.m. with one-half (1/2) hour unpaid lunch.

(ii) EMS Resource Technicians

Work a rotating shift of four (4) ten (10) hour shifts 8:00 a.m. to 6:00 p.m. Monday to Thursday and Tuesday to Friday for a total of forty (40) hours per week.

Agreements as outlined in Appendix "D" will apply.

18.02 Where the Corporation can provide the Union with a business plan demonstrating improved service delivery and/or cost savings, it may create new shifts or revise existing shifts following written notice to the Union at least six (6) weeks in advance. Upon receiving the notice, the Union and Corporation shall meet within two (2) weeks to discuss an implementation protocol. If a regular shift is to be established, the hours and days of work shall be posted in an appropriate place at least four (4) weeks in advance of the commencement of the change in regular shift.

18.03 One-half hour meal time shall be included as part of the regularly scheduled work period for all rotating shift employees.

Transportation Services employees shall take their lunch period at a mutually agreeable location.

18.04 All employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes both in the first and the second half of a shift, at the location with the necessary facilities being nearest to the worksite.

18.05 The standard pay period week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday.

18.06 Community Emergency or Disasters

Where a Local Municipality declares an emergency under the Emergency Management and Civil Protection Act, the Corporation has the right to either redeploy staff currently working, or call in staff who are not currently working, in order to respond to the emergency situation. It is understood that when an employee receives a request to be redeployed or come into work (called in) that the request will not be unreasonably denied by the employee. Employees will be paid in accordance with Article 19.

**ARTICLE 19 - OVERTIME**

19.01 For full-time employees, all time worked beyond the normal work day and/or the normal week shall be considered as overtime.

For part-time employees, all time worked beyond a seven (7) or eight (8) hour day or a thirty-five (35) or forty (40) hour week shall be considered as overtime.

19.02 Overtime rates shall apply for work as follows:

1. Time and one-half for the first four (4) hours, and double time for all hours worked after four (4) hours. If any employee has not received a minimum of at least eight (8) hours rest between call outs, then double time rates shall apply after any accumulation of four (4) overtime hours.

For clarification purposes, consecutive hours rest will commence from the time the employee reported out (i.e. vacated the Employer's premises) and ends when the employee reports back to work.

2. Double time for all hours worked on Sunday, if Sunday is not part of his scheduled work week.

An employee who is on medical leave shall not be considered eligible for overtime until twenty-four (24) hours have elapsed from the commencement of the shift the employee reported as being unavailable for work due to illness.

19.03 Employees shall not be required to layoff during regular hours to equalize any overtime worked.

19.04 It is agreed that should overtime work be required, it shall be shared as equitably as possible among those employees who are usually engaged in the operations involved and are willing to participate in the said overtime work. The Corporation will endeavour to keep overtime to a minimum and shall, accordingly, post and keep up-to-date a list of all overtime worked **on a pay period basis**.

Transportation Yards - during the winter season, an overtime call-in list will be provided and be updated a minimum of once per week prior to each Friday.

19.05 There shall be no regularly scheduled overtime worked in any operation while there are employees on layoff to perform the available work.

19.06 (a) Call-in

An employee, who is called in outside his standard hours, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight-time rates or at his applicable overtime rate for the time worked on the call-in, whichever is greater.

(b) Standby

When an employee is advised that he is on "standby", that is, immediately available by direct telephone contact, he shall be paid straight-time wages in accordance with the following schedule:

Monday to Friday inclusive – two (2) hours pay per day

Saturday, Sunday and Holidays – three (3) hours pay per day

All hours actually worked by a "standby" employee shall be paid at overtime rates in accordance with Article 19 – Overtime of this Agreement. Standby duty shall be equitably divided among the qualified employees who are usually engaged in the operations involved.

An employee while on standby is required to be available at all times and provide a physical response to the work location within sixty (60) minutes of the service call, unless there are exceptional circumstances.

Notwithstanding the above, assigned standby duty may be freely exchanged with another qualified employee provided that prior written notice is given and the appropriate non-union supervisor or manager is in agreement. **It is understood that standby duty may not be forfeited to another qualified employee, save and except in an emergent case-by-case situation and as approved by the Employer.**

For employees required to take a Regional vehicle home for standby (on-call) purposes, it is understood that if an employee receives a call-in the work time begins when the employee leaves his home to tend to the call-in and ends when he arrives home after completing the call-in.

In accordance with ESA, an employee who is not at the workplace but is on standby (on-call) is not considered to be working unless the on-call employee is called into work and overtime rates apply as per Article 19.

- 19.07 (a) In cases of twenty-four (24) hours, seven (7) days a week, full-year operations, certain cyclical arrangements may be made providing employees with time off equivalent to **two (2) consecutive days**.
- (b) During the period of November 15 to March 31, Transportation Services employees required to work on a rotating shift schedule and on a seven (7) day operation will be paid time and one-half (1-1/2) for the sixth (6) consecutive day, and double time for the seventh (7) consecutive day.

19.08 At the time of change from Standard to D/S Time, employees working the afternoon and night shift shall each work one-half hour less than a normal shift and be paid for a normal shift. When reverting from D/S Time to Standard Time, employees shall each work an additional half-hour payable at overtime rates.

19.09 When an employee works overtime as a continuation of a regular shift or is called in outside of his normal hours, he shall not receive any shift premium.

- 19.10 (a) Employees who work overtime or who are entitled to a day off as a result of Article 21 (Paid Holidays) may elect to bank the time owed to them. Time off in lieu may be taken by the employee provided the time off was requested in advance and approved by the employee's immediate supervisor. It is understood that this approval may be denied if the employee cannot be granted the time off as requested due to operational considerations and such request will not be unreasonably withheld.

An employee may request equivalent cash payment at any time for any or all of the accumulated time in their lieu bank. Payment will be included in their regular direct deposit according to Article 25. As of the last pay period in November, equivalent cash payment shall be made for all accumulated time in each employee's lieu, **standby, and holiday banks**.

- (b) Transportation Services employees who work in a summer/winter (i.e. SWN) split position may have a lieu bank representing overtime, and/or paid holiday time. When a SWN employee takes such banked lieu time, or requests payment in accordance with Article 19.10 (a) above, it shall be paid at the winter rate. Any lieu bank balance outstanding will be paid out in accordance with Article 19.10 (a) above. It is understood that a SWN worker shall not be permitted to bank overtime and/or paid holiday time while working at the summer rate.
- (c) Notwithstanding Article 19.10 (a) and (b), employees who have accrued lieu, standby, **and holiday** time banks will have their banks paid out when transferring to a new **permanent or temporary** position unless the employee provides a written request to retain up to a maximum of two (2) weeks of banked time earned prior to the transfer. It is understood that such request will be made to the receiving manager for his approval.

- 19.11 (a) For the purpose of Section 17(1) (a) of the Employment Standards Act, the regular hours of work are as defined in Article 18.01. The regular hours of work for part-time, seasonal, supply and student employees, and the circumstances whereby those hours may be exceeded remain governed by the terms of the Collective Agreement. However, this is not to be considered a guarantee of hours.
- (b) In accordance with Section 17(2) of the Employment Standards Act, the Union consents to employees working in excess of forty-eight (48) hours per week, to a maximum of sixty (60) hours per week, subject to the overtime provisions in Article 19 of the Collective Agreement.
- (c) In accordance with Section 18(3) of the Employment Standards Act, the Union consents to employees working in excess of the regular hours of work as defined in Article 18.01, to a maximum of thirteen (13) hours per day, whether on a single shift or successive shifts, subject to the overtime provisions in Article 19 of the Collective Agreement and subject to the Employment Standards Act requirement that employees have a minimum eight (8) hours free from work when thirteen (13) hours per day have been worked.
- (d) In accordance with Section 19 of the Employment Standards Act, the thirteen (13) hours per day and sixty (60) hours per week maximums provided in paragraphs (b) and (c) above may be waived in emergency or unforeseen circumstances. The Parties agree to use reasonable judgement when interpreting Section 19 of the Employment Standards Act.

## **ARTICLE 20 - SHIFT WORK**

20.01 Employees shall receive additional compensation for all hours worked as follows:

- \$1.00 per hour, afternoon shift.
- \$1.00 per hour, night shift.

Shift premium shall apply in calculating vacation pay, holiday and other fringe benefits.

20.02 A day shift shall be one in which the majority of scheduled hours fall between 8:00 a.m. and 4:00 p.m.

An afternoon shift shall be one in which the majority of scheduled hours fall between 4:00 p.m. and 12:00 midnight.

A night shift shall be one in which the majority of scheduled hours fall between 12:00 midnight and 8:00 a.m.

20.03 (a) When it is necessary to establish shifts of a temporary nature, seniority shall determine shift preference subject only to ability to perform the job required.

(b) When more than one shift is regularly scheduled, employees shall rotate between shifts.

20.04 Twenty-four (24) hours' notice shall be given before change of shifts. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

20.05 In cases of unscheduled absenteeism and vacation relief, the provisions of Article 20.04 shall not apply to the initial relief employee involved, provided that at least eight (8) hours rest between shifts is provided and a guarantee of two (2) consecutive days off to the relief employee involved in the Water and Wastewater Services operations.



20.06 Employees who are required to work on Saturday and Sunday as part of their regular shift shall receive a Saturday and Sunday premium in the amount of one dollar (\$1.00) per hour for all hours worked.

## **ARTICLE 21 - PAID HOLIDAYS**

21.01 An employee who has completed his initial probationary period shall receive without working the equivalent of one (1) day's pay at his basic rate for each of the following holidays regardless of the day on which the holiday is observed.

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

and any other day proclaimed as a holiday by the federal, provincial or the municipal government.

Subject to the approval of their supervisor, an employee may be allowed time off work with pay to a maximum of two (2) hours to attend a Remembrance Day service whenever November 11 falls on a normal working day.

21.02 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's pay or a day off in lieu thereof shall be granted by mutual agreement.

21.03 (a) An employee who is not required to work on the above holidays shall receive holiday pay equal to one (1) of his or her normal day's pay, provided he has worked their scheduled shift preceding and succeeding the paid holiday unless his absence has been approved by his Supervisor preceding the holiday.

With respect to regular part-time and supply employees, the calculation of the normal day's pay will be in accordance with the Employment Standards Act.

- (b) When an employee is scheduled to work on the paid holiday and does not work, he shall not be paid for the holiday unless excused by his immediate non-union supervisor.
- (c) It is understood that an employee will not be required to work his scheduled shift before or after a paid holiday if he is absent on sick leave and can provide a doctor's certificate, or jury duty, leave of absence for Union business or bereavement leave.
- (d) When an employee is required to work on a holiday upon which he was scheduled to work, he shall receive time and one (1)-half pay plus another day off with pay at a time mutually agreeable between the employee and the Corporation, or a day's pay in lieu thereof.
- (e) When an employee is required to work on a holiday upon which he was not scheduled to work, he shall receive double-time plus another day off with pay at a time mutually agreeable between the employee and the Corporation, or a day's pay in lieu thereof.

21.04 When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Corporation, or a day's pay in lieu thereof.

## **ARTICLE 22 - VACATIONS**

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

Effective January 1, 2006

<u>Credited Service as of January 1 of Current Year</u>	<u>Vacation</u>	<u>%</u>
Less than one (1) year	1 working day for each month up to a maximum of 10	4%
One (1) year or more	2 weeks	4%
Three (3) years or more	3 weeks	6%
Eight (8) years or more	4 weeks	8%
Fifteen (15) years or more	5 weeks	10%
Twenty-seven (27) years or more	6 weeks	12%

Plus one day each year after 30 years of service.

22.01 (b)

- (i) The vacation accrual date for a part-time employee shall be his hire date. It is understood that the vacation entitlement will be pro-rated and based upon the number of hours normally and regularly worked. A part-time employee who has regular scheduled hours of work will be entitled to take vacation time off, with pay, in accordance with the employee's pro-rated vacation schedule.

All regular part-time employees are responsible to schedule and take their paid vacation entitlement within the prescribed periods **in accordance with Article 22.05**.

- (ii) Supply and student employees will receive pay in lieu of vacation with every pay period.

All supply employees will be required to take a minimum of two (2) weeks unpaid vacation annually.

22.02 If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day off with pay at a time mutually agreed upon between the employee and the Corporation, or one (1) day's pay in lieu thereof.

22.03 Vacation pay will be calculated at the greater of:

- (a) the appropriate percentage (indicated in Article 22.01 [a]) of WP earnings (gross annual earnings minus previous year's vacation pay);

or

- (b) the employee's normal weekly rate multiplied by the appropriate number of weeks of vacation entitlement.

Notwithstanding the above, Transportation Services employees who work in a summer/winter (i.e. SWN) split position will be entitled to PEVA if the vacation entitlement in the previous year was less than the calculation of vacation pay as set out in Article 22.03 (a) above. Such vacation entitlement will be calculated at the appropriate hourly rate received in each seasonal position for the previous year. The amount of PEVA owing will be the difference between those two amounts.

Vacation pay adjustments will be received by the employees **each pay period**.

22.04 An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

22.05 Effective for vacation period commencing January 1, 2019:

- (1) An employee entitled up to two (2) weeks' vacation may take it at one time during the calendar year. An employee entitled to vacation entitlement in excess of two (2) weeks may, with the approval of the **immediate Supervisor/Manager** take his vacation at one time during the calendar year.
- (2) For the vacation period January 1<sup>st</sup> to December 31<sup>st</sup> **the Employer** shall post a vacation list by **September 1<sup>st</sup>** and the employee shall indicate by **October 1<sup>st</sup>** at a minimum his two (2) priority vacation weeks at this time. It is understood that requests to take one (1) or more days of the same week as a priority shall constitute as a full priority week.
- (3) The Employer shall set the vacation schedule taking into account the wishes of the employees on the basis of seniority, insofar as he considers consistent with the efficient functioning of the department; but consideration of seniority shall be related to only two (2) weeks of an employee's vacation which have been indicated by the employee as his two (2) priority weeks.

Any employee who has been denied his priority week(s) may have the option, where operationally feasible and on the basis of seniority, to book another week(s) until he has successfully been granted his two (2) priority week(s).

The Employer shall post the approved vacation list by **November 1<sup>st</sup>**. After such time, the vacation periods shall not be altered except in cases of emergency or upon mutual agreement. Any request to change vacation after **November 1<sup>st</sup>** will be considered on a first-come first-serve basis based on operational requirements.

- (4) Should an employee not indicate his entire vacation entitlement in accordance with (2) above, the employee shall indicate the balance of his vacation entitlement by the following **September 1<sup>st</sup>** of the vacation period. Failure to indicate the balance of his vacation entitlement by the following **September 1<sup>st</sup>** will result in the Employer scheduling such unused vacation.

Employees may request a maximum carryover balance of up to five (5) days of vacation to be used in the first three (3) months of the following calendar year. All vacation time carryover requires approval by the **immediate Supervisor/Manager**. The **immediate**

**Supervisor/Manager** shall provide an answer in writing to the employee within two (2) weeks of receiving any such request.

Notwithstanding the above, employees on an Employment Standards Act protected leave (such as, but not limited to maternity, parental, etc.), or any lengthy sick leave, may accumulate vacation credits in excess of the maximum balance. The employee and immediate Supervisor/Manager should work together to schedule any excess vacation time at either the beginning or the end of the leave, or within three (3) months of the employee's return to work.

22.06 Where an employee qualifies for sick leave requiring hospitalization, bereavement or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

22.07 Employees who have been absent without pay for more than two (2) consecutive months, except for Leaves of Absence as defined by the Employment Standards Act, shall receive a pro-rata reduction in their vacation entitlement.

22.08 The vacation entitlement accrued and credited for a full-time employee shall be paid out effective the date the employee is approved for Long Term Disability benefits by the carrier, if requested by the employee. However, any outstanding lieu, holiday, standby, etc... banks shall be paid out effective the date the employee is approved for Long Term Disability.

## **ARTICLE 23 - INTEGRATED HEALTH DISABILITY INCOME PROTECTION PLAN**

23.01 Effective upon ratification of this Collective Agreement by the principals, any and all prior articles or by-laws pertaining to an accumulative sick leave credit plan and lump sum payment or gratuity are null and void, it being understood that the Integrated Health Disability Income Protection Plan and outstanding lump sum gratuity credit shall be administered as noted in this Article.

23.02 The Corporation shall provide an integrated health disability income insurance plan for full-time employees in accordance with Schedule "C" and as follows:

0 - 5 years' service	Day 0 - Day 5	@ 100% salary
	Day 6 - Day 10	@ 90% salary
	Day 11 - Day 130	@ 75% salary**
	131st* day LTD	60% of gross
6 - 10 years' service	Day 0 - Day 10	@ 100% salary
	Day 11 - Day 20	@ 90% salary
	Day 21 - Day 130	@ 75% salary**
	131st* day LTD	60% of gross
11 + years	Day 0 - Day 15	@ 100% salary
	Day 16 - Day 25	@ 90% salary
	Day 26 - Day 130	@ 75% salary**
	131st* day LTD	60% of gross

\* exhaustion of sick leave credits and then LTD where applicable.

\*\* or an amount never to be less than the amount required to meet the Employment Insurance premium reduction criteria.

Employees with existing sick leave credits from the former plan may top up earnings to 100%.

It is understood that wage continuance made payable under the Integrated Health Disability Income Insurance Plan shall never be less than the amount required to meet Employment Insurance premium reduction criteria.

23.03 All employees shall be entitled to an accrual of all the unused portion of sick leave for his future benefit in accordance with Article 23.05.

23.04 The number of days or part-days for which an employee receives sick pay shall be charged in accordance with Article 23.02 and deducted from his accumulated frozen sick leave credits where not otherwise covered under Article 23.02. Deductions shall be made from frozen vested sick leave bank for all normal working days (exclusive of holidays) absent on sick leave as defined in this Article. All absences due to sickness shall be deducted on a straight time basis and charged to the nearest quarter (1/4) hour.

A payment for sick leave will be at the employee's basic rate of pay excluding shift, overtime or other premiums. It is permissible to have up to six (6) hours of paid leave for medical/dental appointments within the calendar year. Any appointment(s) exceeding six (6) hours of absence will result in a charge to the employee's frozen vested sick leave bank for the total time off work if available, or charged to the employee's lieu time or vacation record unless agreed otherwise with the manager through a temporary flex time arrangement.

23.05 The accumulative sick leave credit plan shall be capped and frozen effective December 31, 1996, it being understood that each eligible employee shall receive a statement from the Corporation advising of the number and value of the frozen credits. On an annual basis, the Corporation will re-calculate and adjust the number of sick leave credits (days/hours) resulting from any change in rates of pay. The employee shall be provided the following options:

- i) Sick Leave Credit Utilization - Frozen sick leave credits may be used by the employee to replace or supplement income during illness on the basis that one (1) hour will be charged to sick leave bank for every hour used by the employee, to the nearest quarter (1/4) hour.
- ii) Gratuity Pay-out - Employees may elect to receive payment in the form of money or other mutually agreed mechanism (e.g. health spending accounts) for all or a portion of any sick leave credits at the frozen value on the following basis:

For employees who are eligible for vested sick leave credits (i.e. three (3) years of service as of December 31, 1996), the Corporation will pay out on a schedule of annual instalments subject to the availability of sick leave reserve funds the first 260 days of vested sick leave credits to a maximum of six (6) months earnings on the basis of one (1) day's pay for two (2) days' credit.

The annual instalment shall not be less than fifteen percent (15%) of the employee's vested sick leave credits, and the annual percentage shall be adjusted upward annually according to reserve fund availability.

23.06 Upon elimination or full funding of the Union's sick leave liability, the parties agree to discuss a target credit for the Union, representing a pro-rata portion of the annual funding of sick leave liability.

23.07 The Corporation may require an employee to produce a Treatment Memorandum from a qualified medical practitioner for any illness certifying that such employee is unable to carry out his duties due to illness or injury. Should there be a cost to the employee for completing the Corporation's Treatment Memorandum, such cost shall be reimbursed by the Corporation.

The Corporation agrees that should any changes be necessary to the Treatment Memorandum form, these changes will not be made without prior consultation and discussion with the Union.

23.08 A record of an employee's unused vested sick leave bank will be kept by the Corporation; and, immediately after the close of each calendar year, the Corporation shall supply each employee with a written statement of his vested sick leave bank.

23.09 It is agreed that an employee who is absent from work as a result of an illness or injury sustained at work, and who is waiting for approval from the WSIB for his current absence, will be advanced a base wage continuance in the amount equivalent to that paid under an approved WSIB benefit, until the time of the approval or denial by WSIB. The wage continuance is subject to the employee's agreement to provide medical certification in accordance with Article 23.07, and a Functional Ability Form (FAF), and/or any other medical documentation required from WSIB (i.e. Form 6). The Employer shall provide the employee a copy of the Form 7 submitted to WSIB.

Any monies advanced by the Corporation to an employee during the adjudication period and appeal procedure, if applicable, who then also receive monies from WSIB those monies previously advanced by the Corporation will be immediately repaid by the employee back to the Corporation.

## **ARTICLE 24 - LEAVE OF ABSENCE**

### **24.01 Bereavement Leave**

Leave of absence **with pay** shall be granted for attendance at the funeral and for bereavement purposes as follows:

- **Five (5) scheduled shifts** - Death of spouse, son, daughter, parents, brother, sister, legal guardian and step-children
- **Three (3) scheduled shifts** - Death of step-parents, mother/father-in-laws, grandparents, grandchild

### **24.02** Leave **of absence with pay** for attendance at the funeral shall be granted as follows:

- One (1) **scheduled shift** - Death of brother-in-law, sister-in-law, son-in-law, daughter-in-law
- An employee may be granted four (4) hours paid leave and up to four (4) hours unpaid leave to attend a funeral as a pallbearer.

24.03 An employee who can show proof of death of his spouse, child, father or mother, but because of distance or any other reason is unable to attend the funeral, shall be granted leave of absence with pay as set out in Article 24.01.

#### 24.04 Pregnancy Leave and Parental Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted for **Pregnancy Leave and/or Parental Leave** reasons **in accordance with the Employment Standards Act**. The employee returning from pregnancy **and/or** parental leave shall provide the Corporation with at least two (2) weeks' notice. On return from pregnancy **and/or** parental leave, the employee will be placed in their former permanent position and location, if it still exists, or to a comparable position, in accordance with the Employment Standards Act. In the event that an employee does not return to work from a pregnancy **and/or** parental leave, employees who are filling vacancies caused by the pregnancy **and/or** parental leave shall have their preference as to whether they maintain or return to their former positions.

An employee who is on pregnancy leave as provided under this Agreement, who has passed her initial probationary period and who is in receipt of employment insurance pregnancy benefits, shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between 75% (seventy-five per cent) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly employment insurance benefits and any other earnings to a maximum of \$100 (one hundred dollars) per week and subject to the combined benefits not exceeding 95% (ninety-five per cent) of the employee's weekly earnings.

#### 24.05 Employment Standards Act – Leaves of Absence

- (a) **It is understood that all Leaves of Absence provided under the Employment Standards Act (ESA) will be administered without loss of seniority in accordance with the ESA.**
- (b) **The Corporation may approve an employee the option of using an employee's choice of lieu time or vacation who is approved for an unpaid leave of absence as provided under (a) above on condition the employee submits such request for approval at the commencement of any such approved unpaid leave of absence and as permitted under the Employment Standards Act.**

#### 24.06 Election Day Leave

Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any provincial or municipal election or referendum, unless otherwise amended by statute. Employees shall be entitled to four (4) consecutive hours off for the purpose of voting in any federal election or referendum, unless otherwise amended by statute. If the normal hours of employment do not permit 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 employees shall suffer no loss of pay for such absence.

#### 24.07 Veteran's Leave

When an employee is absent when called by the Canadian Pension Commission or when directed to report to a military hospital for observation, examination, or treatment, in connection with a disability sustained as a result of military service, the Corporation shall continue to pay the employee's normal salary or wage for such period of absence less any allowance or gratuity other than for transportation and meals received by the employee from the Department of Veterans' Affairs. Employees shall be required to present a Veterans Affairs chit for the amount of time detained.

#### 24.08 Court Attendance Leave

The Corporation shall grant leave of absence with continuation of seniority to an employee who serves as a juror or witness, or as the parent or guardian of a minor who has been compelled to attend court to serve as a witness in any court. The Corporation shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

#### 24.09 Adult Education Examination Leave

- (a) When it is necessary to write an examination following completion of a course of study approved through the Corporation's Adult Education Policy, time off without loss of pay or seniority will be granted, sufficient to write such an examination. Travel or other expenses will not be covered.
- (b) When leave of absence is required to write an examination following completion of a course not previously approved through the Adult Education Policy, the employee concerned may apply in writing to the Director of Human Resources. Such leave of absence with or without pay and without loss of seniority will be granted if, in the judgement of the Corporation, the course of study is appropriate.

#### 24.10 Personal Leave

The Corporation will grant personal leaves of absence without pay and without further accrual of seniority if said leave is greater than thirty (30) calendar days, provided such leaves are for good and sufficient reason and can be granted consistent with the requirements of the Corporation. Requests shall be made in writing and shall be submitted to the Department Director in advance of the commencement of the leave. Replies shall be in writing and shall include the reason if the request cannot be granted.

#### 24.11 Union Leave

- (a) Upon receipt of reasonable notice, the Corporation shall grant leave of absence without pay and without loss of seniority to an employee who is elected or selected for a full or part-time position with C.U.P.E., the Ontario Federation of Labour (O.F.L.) or the Canadian Labour Congress, for a period of up to two (2) years. Such leaves shall be limited to a maximum of four (4) employees of which no more than one (1) employee may be from each of the following units: Administrative and Technical Services, Water and Wastewater Services, Transportation Services, Community Services.

The employee shall be entitled to return to his former position at the expiration of the period or to another position in accordance with his ability and seniority, if his former position is not available.

- (b) Where leave of absence has been granted under this Article to an employee who has been elected to the National Executive Council of the Canadian Labour Congress, or appointed to a C.U.P.E. or O.F.L. sponsored board or agency, such leave of absence shall be automatically renewed for the duration of the employee's term of office.

Seniority and sick leave credit status for such employees shall be established by the Corporation at the time of expiry of the original two-year term.



#### **24.12 Union Affairs**

Employees elected or appointed to attend conferences, conventions, seminars and schools or to conduct the Union's affairs shall, where reasonably possible, be granted a Union paid leave of absence for the same provided the Corporation is given reasonable notice. The Corporation will consider such leaves on a case by case basis subject to operational requirements concerning scheduling and shall not be unreasonably denied. Such leaves without pay shall not total more than fifteen hundred (1500) hours in the year excluding travelling time. The Corporation will continue to pay the employee's salary and benefits and invoice the Union for the same.

It is the responsibility of the Union to seek approval directly from the applicable manager for the purpose of all leaves concerning Union affairs, save and except grievance and grievance mediation hearings; arbitration hearings; regularly scheduled labour/ management meetings; and sessions to amend the collective agreement, all of which will be coordinated by Human Resources.

#### **24.13 Public Office**

When elected to a federal or provincial legislature or elected to a full-time municipal office outside of the geographical boundaries of Regional Niagara, the Corporation will grant leave of absence without pay and benefits and without loss or further accumulation of seniority for one (1) term of office. One (1) further extension of one (1) term may be granted on written application.

#### **24.14 Return From Leave**

When an employee has been absent for seven (7) or more calendar days due to illness or leave of absence and his or her date of return was not definite, he must advise his immediate supervisor when he will be returning to work at least twenty-four (24) hours before his intended return.

#### **24.15 Citizenship Leave**

An employee shall be allowed the necessary time off with pay for a court appearance to process his Canadian Citizenship application.

#### **24.16 Union President's Paid Leave Of Absence**

- (a) The Corporation agrees to grant a leave of absence with pay, benefits and accumulation of seniority to the Union President of CUPE Local 1287 for the term of elected office. It is understood that the individual continues to be covered under the provisions of the Collective Agreement during this period of time, except as otherwise noted herein.
- (b) The granting of such leave of absence is conditional upon the elected Union President being an employee of The Regional Municipality of Niagara.
- (c) The parties agree that effective October 1, 2012 the Union shall be responsible for reimbursing the Corporation, within thirty (30) days of the date of the invoice, fifty percent (50%) of the cost of the full wages and benefits paid to the President.

The Parties further agree to the following:

#### **WSIB**

It is the Union's responsibility to provide and ensure Workers' Safety and Insurance Board coverage for the Union President during the Union President's leave of absence. Article 27.04 of CUPE 1287 Collective Agreement shall not apply to the Union President.

#### Sick Leave

The Union President shall be entitled to sick leave, excluding WSIB, in accordance with Articles 23.02 and 23.07 of the Collective Agreement. It is understood that the Union agrees to reimburse the Corporation one hundred percent (100%) of all costs associated with the wage continuance and benefit coverage of this section.

#### LTD

The Union President shall have the applicable Long Term Disability (LTD) premiums deducted from their pay in order to be covered by the Region's LTD plan for CUPE Local 1287 employees.

#### Vacation

The Parties agree that Article 22 of the Collective Agreement shall apply to the Union President. **It is understood that the Union agrees to reimburse the Corporation one hundred (100%) percent of all costs associated with the wage continuance and benefit coverage of this section.**

- (d) The position of Union President shall be full-time work on behalf of CUPE Local 1287. The Corporation agrees the Union President's pay shall be maintained at **their regularly scheduled full-time weekly hours they previously worked prior to becoming Union President and in accordance with the mandate of the Local Union Bylaws to a maximum of** the top band level of pay (currently Band 15) according to Schedule A of the Collective Agreement. The Corporation also agrees to continue any wage or benefit adjustments pursuant to the Collective Agreement, during the term of elected office.
- (e) It is understood that the President shall be deemed a member of all committees noted in the Collective Agreement. The President, in his absence, may designate a replacement, however it is expected that the President will attend any and all committee hearings, as a matter of priority, except for those occasions where a direct scheduling conflict could not reasonably be avoided.

The Union will advise Human Resources of the Acting President who will be filling in for the Union President for all absences of five (5) consecutive days or greater. It is understood that during this time the Union agrees to reimburse the Corporation one hundred percent (100%) of all costs associated with the wage continuance and benefit coverage for the duration of the Union President's absence. Furthermore, the Corporation will pay fifty percent (50%) of the Acting President's wage continuance and benefit coverage during such time.

For further clarity, it is understood by both Parties that at no time will the Corporation be paying for more than fifty percent (50%) of one individual's wage continuance and benefit coverage.

- (f) The Union agrees to provide the Corporation with thirty (30) calendar days' notice in writing of the President's return to his former permanent position in the workplace. Upon return to the workplace, the employee will be entitled to the applicable provisions of the Collective Agreement and benefit carrier policy contracts.
- (g) Notwithstanding any other clause in the Collective Agreement, the Union President's permanent position with the Corporation shall be posted as a temporary position and remain as such during the President's term of elected office.

## **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

**25.01** The Corporation shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees shall receive their pay by direct deposit by 4:00 p.m. bi-weekly on Thursdays. On each pay day, each employee shall be provided with an itemized statement of his wages and deductions. This will include Credit Union payroll deductions requested by the employee. All statements of earnings will be provided to employees. T-4 slips will be mailed to employees.

**25.02** The principle of equal pay for equal work shall apply regardless of sex.

**25.03** When an employee temporarily substitutes in or performs the principal duties of a higher paying position, he shall receive the **wage** rate for that job on the following basis:

- (a) for Bands 1 through 8 inclusive – **the wage rate which provides a wage increase or the "after three (3) month" rate whichever is lower.**
- (b) for Bands 9 through 15 inclusive – **the wage rate which provides a wage increase or the "after one (1) year" rate whichever is lower.**

### **25.04 Meal Allowance**

Employees required to work two (2) or more consecutive hours of overtime either preceding or succeeding any shift, provided that twelve (12) hours' notice is not given, shall be provided with a meal allowance of ten dollars (\$10.00). Providing of notice does not guarantee that overtime will actually be worked.

### **25.05 Adult Education Allowance**

- (a) The Corporation agrees to pay up to a maximum of one thousand, two hundred (\$1,200) per year, including tuition and required text, toward the cost of any academic or technical course of study approved by the Corporation. Application for approval shall be made by the employee as required by the Corporation which shall have the exclusive right to determine whether or not such course is appropriate for the employee involved. If the course is not deemed appropriate, the reason shall be given in writing to the employee. The Corporation shall also determine from time to time the conditions under which such payment shall be made and shall advise the Union immediately of any change of policy.
- (b) Subject to Council approval, corporate budgetary funds may be available to assist eligible employees in continuing their education from recognized institutions. This may be separate and apart from potential tuition reimbursement funding assistance. Any employee making application for SEAF reimbursement will be administered in accordance with the corporate policy.

Reimbursement is subject to the availability of budgetary funds and SEAF Committee reimbursement criteria, which may be amended from time-to-time.

**25.06** At the discretion of the Corporation, it may be advisable to appoint Lead Hands on a temporary basis. His wage level while on this assignment will be the lesser of:

- (a) The applicable job rate of the permanent Lead Hand he is replacing while on assignment;

or

- (b) The greater amount between his own base rate plus one dollar (\$1.00) per hour or one dollar (\$1.00) per hour higher than the base rate of the highest paid employee he is leading.

Lead Hand vacancies of a duration exceeding twenty (20) working days will be posted in accordance with the provisions of Article 16.

25.07 Tradesmen, subject to the provisions of the Industrial Standards Act, shall be paid the applicable rate of pay in accordance with this Agreement. However, where the applicable rate of pay plus the cost of fringe benefits paid by the Corporation on behalf of the employee does not equal the rate of pay and cost of fringe benefits applicable under the Industrial Standards Act, the Corporation shall pay the difference to the employee.

25.08 The Corporation shall pay fees for any employee who is required by the Corporation to be a member of an association or other organization.

25.09 When requested by the Corporation and authorized by the immediate supervisor to use their personal automobile for Corporation business, employees who do so will be reimbursed at the rate established annually by the Canada Revenue Agency and as approved by Niagara Regional Council.

All mileage shall be approved by the Department Director or designate and submitted to the Enterprise Resource Management Department for payment each month.

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

26.01 In order to ensure the appropriate classification of jobs listed under Schedule "A" of the Collective Agreement, the Parties agree that matters related to the classification of new or existing jobs shall be dealt with in accordance with the Joint Job Evaluation Manual of Procedures forming part of this Collective Agreement. (Appendix "B").

26.02 Existing classifications shall not be eliminated without prior written notification and consultation with the Union.

26.03 The Corporation undertakes at its expense to provide and schedule training necessary for water and wastewater control employees who are required to have certification for the operation of all water and wastewater facilities. Those employees who are unable to obtain certification will continue to be employed in a position within the bargaining unit.

Such employees may choose to exercise bumping rights in accordance with Article 17.01 of this Collective Agreement.

## **ARTICLE 27 - EMPLOYEE BENEFITS**

27.01 In addition to the Canada Pension Plan, every new full-time employee shall join the Ontario Municipal Employees Retirement Scheme. The Corporation and the employees shall make contributions in accordance with the provisions of the Plan.

Employees in temporary full-time positions will be automatically enrolled in OMERS upon written request to Human Resources and subject to meeting OMERS eligibility requirements.

27.02 The Corporation shall pay 100% of the cost of the following Plans, and subject to co-ordination of benefit payments where an employee or spouse has coverage under more than one plan:

1. Ontario Health Insurance Plan.
2. Green Shield or equivalent Ward Coverage. Effective August 1, 2002, the eligible member may however receive the difference in Ward and Semi-Private hospital coverage to a maximum of three (3) days per hospitalization occurrence. The eligible member is responsible for any and all other hospital coverage costs not specifically stated in this agreement.
3. Green Shield Extended Care Formulary mandatory generic plan (or equivalent) - an annual deductible representing 10% of the total prescription fee up to a maximum of \$40 single/\$100 family per year, with a dispensing fee cap of seven (\$7.00) dollars per prescription.

Eyewear \$350 per 24 consecutive months for each enrolled adult and \$200 per 12 months for children (as defined by carrier), plus \$50.00 for Eye Exam. The eligible expenses outlined in the vision care coverage under this plan will include once per lifetime for laser eye surgery.

Hearing aids \$1,500 every thirty-six (36) consecutive months.

Reimbursement provided through provider paid plan and/or mail order reimbursement for prescription drugs.

Combined maximum \$500 annual entitlement per enrolled subscriber for Chiropractor or Physiotherapy or Register Massage Therapist or Naturopath or Acupuncture.

4. Green Shield Deluxe Travel Plan
5. Effective January 1, 2013, Dental Plan (Green Shield **Basic** or equivalent), with nine (9) month oral recall examination and preventative recall package. Children twelve (12) years of age or under shall have a six (6) month oral recall and examination and preventative recall package. ODA fee schedule is one (1) year in arrears and includes orthodontia, capping, crowns, removable prosthodontic services, \$3000.00 maximum lifetime benefit, 50/50 co-insured.
6. Overage Rider:

An employee's spouse is covered while the employee is eligible for Regional Municipality of Niagara employee health benefits coverage.

Unmarried, dependent children related by birth, by adoption or guardianship, and residing with the employee or the employee's spouse, including same-sex partners, are covered until the end of the year in which they attain age 21.

Children related to the employee as above may be eligible for continued coverage after the end of the year in which they attain age 21, if they are between the ages of 21 and 25, are unmarried, reside with the employee, or, if they do not reside with the employee, are the employee's legal responsibility for the provision of medical care, and are dependent on the employee for their support and are in attendance full time at a university or college. Eligible

children may be continued under the employee's coverage beyond the year in which they attain age 21 until they no longer meet any one of the above eligibility requirements or until the end of the year in which they become 25.

Eligible children who are totally and permanently disabled before the age of 21 may receive continued coverage beyond their 25th year provided that they are not married, legally reside with the employee, that they are totally and permanently disabled, and if a physician certified that there is total and permanent disability.

7. Part-time benefits

- (a) Green Shield or equivalent Ward Coverage Hospital care;
- (b) Green Shield Extended Health Care Formulary, mandatory generic plan (or equivalent) – an annual deductible representing 10% of the total prescription fee up to a maximum of \$40 single/\$100 family per year, with a dispensing fee cap of seven (\$7.00) dollars per prescription.
- (c) Effective January 1, 2013, Green Shield Basic Dental, \$1000 annual maximum as well as a nine month oral recall examination/preventative recall package. Children twelve (12) years of age or under shall have a six (6) month oral recall and examination and preventative recall package.
- (d) Effective January 1, 2013, eligible eyewear \$250.00 per 24 consecutive months per enrolled member.
- (e) \$20,000 Life Insurance benefit.
- (f) \$20,000 Accidental Death and Dismemberment.
- (g) Effective January 1, 2013, Extended Health Care of \$7500 lifetime maximum.

8. Surviving Spouse Benefits:

Continuation of surviving spouse and children extended health and dental benefits for twelve (12) months.

- 27.03 (a) Full-time employees shall participate in a mutually agreed-upon Life and Accidental Death and Dismemberment Insurance Policy with the Corporation paying 100% of the cost. Coverage for employees shall equal one and one-half (1-1/2) times the annual base wage rounded up to the next highest \$500 to age 70.

Full-time employees age 70 or greater are subject to life insurance volume reductions as may be required by the insurance carrier.

Retired employees up to 70 years of age \$2,000 for group life insurance only, save and except employees who retire after July 1, 2002, who will be entitled to \$5,000.00 for group life insurance coverage up to 70 years of age.

- (b) Optional Life Insurance - Coverage at 100% employee's cost.

- (c) Employees exercising retirement options under the OMERS "90 Factor" shall receive benefits paid by the employer as follows (integrated with provincial benefit plans for senior citizens):

1. Ontario Health Insurance Plan
2. Dental and Extended Health care Plan, combined maximum \$12,500 lifetime for each of the retiree and enrolled spouse or until the retired employee attains 65 years of age, whichever the earlier.

Notwithstanding the above, a retiree or his or her enrolled spouse may transfer all or part of his or her remaining lifetime allowance to his or her enrolled spouse upon providing a written and signed authorization satisfactory in form to the Corporation and subject to the retiree remaining eligible for said benefits. Under no circumstances is any retiree's family entitled to more than a total of \$25,000 under this clause.

27.04 An employee prevented from performing his regular work with the Corporation, on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Compensation Act, shall receive from the Corporation, in addition to payment of benefits, the difference between the amount payable by the Workplace Safety and Insurance Board and his regular net salary, for a total period not to exceed eighteen (18) months.

27.05 The Corporation agrees to pay its share of premiums up to the end of the month in which sick leave credits, including any extended credits, are exhausted.

27.06 The Corporation will contribute its share of premiums for the above coverages commencing with the first full month following completion of the initial probationary period. Contributions to the OMERS Pension Plan will commence on the first day of employment for full-time employees and in accordance with OMERS regulations for part-time employees.

27.07 (a) The Corporation agrees to administer a 100% employee premium-paid Long Term Disability plan, as described in Schedule "D", it being understood that representatives of the Union will be included in the annual review of Long Term Disability premium adjustments affecting the Union and the selection of the carrier for the plan. The employee shall have the option to purchase additional LTD coverage at 100% employee-paid cost subject to the approval of the policy carrier.

(b) The Corporation agrees to provide a wage supplement effective January 1, 1997 to a maximum of the difference (in employee-paid premiums) between the previous 25% employee share and the revised 1997 100% employee share for 60% coverage, or the lesser of any subsequent amended premium for the Long Term Disability plan for the employee group as established annually in the review of these premiums. It should be noted that if the employee has elected to purchase additional LTD coverage, the wage supplement shall not reimburse this additional coverage. (See Schedule "D")

(c) Any new bargaining unit employee hired by the Corporation after date of ratification, shall not be eligible for non-taxable Long Term Disability benefit coverage supplement as described in Article 27.07 (b).

- (d) The Corporation shall provide all employee benefits provided under Article 27.02 (1), (2), (3), (4) and (5) to those employees on an approved claim for Long Term Disability benefits.

27.08 When an employee commences an approved leave of absence during which he submits written application for continual enrolment in specified employee benefits at 100 percent his cost, the Corporation shall approve such requests unless precluded otherwise by the policy carrier. The employee shall **submit payment, via payment type accepted by the Employer**, from the first day of benefit coverage during the approved leave of absence. The Corporation shall discontinue benefits should an employee become one (1) month in arrears of payment. The employee is responsible for agreed benefit premiums as of the first day of the month following the commencement of the approved leave.

27.09 The Integrated Health Disability Income Protection Plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Corporation towards offsetting the cost of benefits not contained in this agreement.

27.10 Employees 65 years of age and older who are eligible and enrolled shall receive all benefits presently covered by this collective agreement except for Long Term Disability (LTD).

## **ARTICLE 28 - SAFETY AND HEALTH**

28.01 The Corporation acknowledges its responsibility to observe all reasonable precautions for the safety, health and sanitation of its employees during working hours and shall supply such equipment and training as is necessary for this purpose.

28.02 The Union acknowledges its responsibility and that of its members to cooperate in the maintenance of safe working practices and conditions and in the observance of rules in this regard.

28.03 The Corporation will make every reasonable effort to ensure that employees are not required to work under hazardous conditions. Complaints in this regard will be addressed in accordance with the Occupational Health & Safety Act.

28.04 The Corporation will recognize the Union-appointed Safety Representative as the Safety Observer in his designated area.

28.05 The Corporation shall provide, maintain and replace all necessary tools, protective equipment and clothing which use is required by the Occupational Health & Safety Act, or employer policy. Where reasonable and practicable, hazardous conditions necessitating the use of personal protective equipment shall be subject to elimination through corrective measures, substitution or engineering changes.

28.06 The Union shall be notified immediately of each accident or injury requiring a Workplace Safety and Insurance Board report.

28.07 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.



- 28.08 Transportation to and from the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Corporation.
- 28.09 First aid equipment shall be provided in accordance with legislation.
- 28.10 All employees shall be transported under cover in heated vehicles.
- 28.11 When employees are employed in excavation work, there shall be an employee on the surface of the ground to ensure the safety of employees engaged in the trench to assist in the carrying out of the work as required by the Occupational Health and Safety Act as amended from time to time.
- 28.12 When an employee is required to enter a confined space for the purpose of cleaning, repair, or inspection, there shall be an employee close by and readily available to assist in the event of an emergency as required by the Occupational Health and Safety Act as amended from time to time, and Regional Policy on Confined Spaces.
- 28.13 As determined by the appropriate Health & Safety Committee, a procedure of regular interval telephone checks will be provided for the safety of employees who are required to work alone. Details of this procedure will be kept posted at all times in each appropriate work location.
- 28.14 The Union and the Corporation agree to abide by all applicable provisions of the Workplace Safety & Insurance Act, Occupational Health & Safety Act and Regulations, and WHMIS Regulations.
- 28.15 EAP PROGRAM - The policy in regards to the EAP Program shall be in accordance with Appendix "A" attached.

## **ARTICLE 29 - TECHNOLOGICAL AND OTHER CHANGES**

- 29.01 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no employee shall be laid off or have his employment terminated as a result of a technological change in methods.
- 29.02 The Corporation shall give the Union ninety (90) days advance notice of any planned technological change in methods or contracting out of municipal services which would affect wage rates or working conditions and will, if requested, discuss such change with the Union.
- 29.03 In the event that the Corporation should introduce new methods or machines which require new or greater skills than are presently possessed by an affected employee under the present methods of operations, after-hours training or study courses will be arranged where 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.
- 29.04 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no employee shall be laid off or have his employment terminated as a result of contracting out work or services of a kind performed by its employees.

## 29.05 Alternative Delivery of Service

The Union recognizes that the Corporation wishes to pursue initiatives in the areas of public/private partnering, contracting out and technological advances, reorganizing or cessation of operations in order to reduce operating costs.

It is further acknowledged, implementation of any of the aforementioned initiatives should be guided by the underlying principle that such initiatives be mutually beneficial to the employees and the taxpayers through increased operational efficiency, greater job satisfaction, and enhanced customer service as determined by Regional Council.

In order to give the Union ample opportunity to make representation in respect to the alternative delivery of service, which would result in the displacement of a bargaining unit employee, the Union shall be provided a minimum of ninety (90) days written notice, except where unforeseen circumstances make such notice impractical or unworkable.

Prior to a decision by a department to letting a contract for services of a kind provided by its employees, the Union shall be accorded an opportunity to discuss the issue with the concerned Department Director and to make a submission on the department's plan.

Following discussion with the concerned Department Director, the Union shall be given the opportunity to make representation to the appropriate standing committee of Regional Council with respect to contracting out of work in question, and the Corporation shall make available to the Union any material, of a non-confidential nature as defined by FIPPA (Freedom of Information and Protection of Privacy Act), being examined in support of its decision to contract out work at least six (6) weeks in advance of the scheduled committee meeting.

In the event that the Corporation pursues or enters into an alternative service delivery arrangement that may affect staffing levels, the Parties agree that notwithstanding the provisions of this Article, the Parties may elect to negotiate a process of redeployment or appropriate conditions for voluntary separation, which, if successful, shall constitute the Union's final action in this matter.

## **ARTICLE 30 - JOB SECURITY**

30.01 If outside work is halted during working hours by reason of inclement weather conditions, the Corporation shall provide indoor work for outside staff. If indoor work is not available, no loss of pay shall result by reason of the provisions of this clause.

30.02 The Corporation shall not hire or retain in employment any person for full-time work if such person is employed in full-time work with another employer.

## **ARTICLE 31 - UNIFORM AND CLOTHING ALLOWANCE**

31.01 The Corporation shall provide a Uniform and Clothing Allowance to all permanent employees as outlined in Appendix 'F' for the duration of this Collective Agreement.

31.02 The Corporation shall supply protective clothing for employees working in machine rooms in the Administration and Technical Services Unit.

31.03 Effective January 1, 2016 and each year thereafter, the Corporation will reimburse an employee once each calendar year to a maximum of one hundred and fifty dollars (\$150) towards the purchase of C.S.A.-approved safety footwear to each employee who is required by the Corporation to wear such footwear when performing their daily normal and regular work duties. This payment will be processed through employee expense reporting along with the employee submitting an original paid invoice or receipt for such purpose. For those employees in the Administrative and Technical Services Unit, the Corporation will replace such safety footwear when they are no longer in good repair not to exceed once each calendar year.

## **ARTICLE 32 - NO STRIKES OR LOCKOUTS**

32.01 During the life of this Agreement, the Union agrees that there will be no strikes and the Corporation agrees that there will be no lockouts.

32.02 A "strike" or "lockout" shall be as defined in the Ontario Labour Relations Act.

## **ARTICLE 33 - GENERAL CONDITIONS**

33.01 Proper accommodation shall be provided for employees to have their meals and change their clothes.

33.02 The Corporation agrees to the posting of Union notices on bulletin boards. Such notices shall relate to appointments, meetings, elections, conventions of the Union, Union social and recreational affairs. All such notices shall be submitted to the Director of Human Resources or his representative who shall arrange for their prompt posting.

33.03 The Corporation shall continue its present practice in regard to supplying tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken equipment.

33.04 When an employee shall have any charge or other proceeding brought against him in any court as a result of following instructions in the performance of his duties for the Corporation, the Corporation shall bear the expense of legal necessary for the defence of such employee, provided that this Article shall not be deemed to authorize or condone the commission of any unlawful act and the Corporation will not pay such cost in any case where it is shown that the offence arose out of the deliberate act of the employee.

33.05 The Corporation shall post notice of any forthcoming training courses and experimental programs for which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application therefore. Whenever possible such notices shall be posted for a minimum of ten (10) days prior to the deadline date of enrolment for the course.

33.06 No employee will be forced to attend the Corporation's physician without their consent.

33.07 For the purposes of this Agreement, the word spouse shall be defined in accordance with the concerned benefit carrier, policy contract or OMERS regulations as applicable.

## **ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS**

**34.01** All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the remainder of the Agreement shall remain in full force and effect. In the event of any amalgamation, annexation, merger or other corporate change affecting the Corporation, the Ontario Labour Relations Act shall apply.

**34.02** Part-time employees shall receive all statutory benefits to which they are entitled.

## **ARTICLE 35 - COPIES OF AGREEMENT**

**35.01** The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Corporation shall print sufficient copies of the Agreement within thirty (30) days of signing.

## **ARTICLE 36 - GENERAL**

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

## **ARTICLE 37 - TRANSFER OF EMPLOYMENT**

**37.01** Effective January 1, 2006 the Corporation may re-deploy any employee to serve on a permanent basis within any Regional operation within twenty-five (25) kilometers radius from his station of employment. It is agreed that in cases of re-deployment senior employees shall be given preference. If the employee is to be re-deployed to a distance greater than twenty-five (25) kilometers radius, the employee will have the option to request a layoff and exercise their rights under Article 17.

## **ARTICLE 38 - NOTICES**

**38.01** Each employee shall advise Human Resources of his current mailing address, telephone number, and all dependents for purposes of benefit eligibility. The employee will **update electronically their HR record** of any changes within seven (7) calendar days of the effective date of the change. Upon written consent of the employee, the Employer will advise the Union of current mailing address and telephone number.

**38.02** Notice to the Parties shall be addressed to:

Human Resources  
The Regional Municipality of Niagara  
**1815 Sir Isaac Brock Way**, P.O. Box 1042  
Thorold, Ontario  
L2V 4T7

-and-

The President  
The Canadian Union of Public Employees, Local 1287  
133 Front Street North, Unit #3  
Thorold, Ontario  
L2V 0A3

-and-

Canadian Union of Public Employees  
Two Westport Centre,  
110A Hannover Drive, Suite 101  
St. Catharines, Ontario  
L2W 1A4

### **ARTICLE 39 - TERM OF AGREEMENT**

- 39.01** This Agreement shall be binding and remain in effect for a period of **forty-eight (48)** months from January 1, **2018** to December 31, **2021**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to December 31 in any year that it desires its termination or amendment.
- 39.02** This Agreement may be amended by the Parties by mutual agreement at any time during the existence of this Agreement.
- 39.03** Either party desiring to propose changes or amendments to this Agreement shall, within the ninety (90) day period prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- 39.04** Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287**

**RE: VACATION ACCRUAL DATES & RULES**

The parties agree to implement the policy with respect to vacation accrual dates and payment for part-time employees in the bargaining unit as outlined below:

**1. Part-time Employees**

The vacation accrual date for a newly hired part-time employee shall be his/her hire date.

**2. Part-Time Employees Who Change Status to Full-Time**

The vacation accrual date shall be pro-rated at the time that the individual becomes full-time. This pro-ration is based upon the number of hours normally and regularly worked from January 1, 1989 until the individual becomes full-time or the hire date, whichever is the latest. For those hired prior to January 1, 1989 the agreed upon formula between Management and the Union will be added to the pro-ration.

**3. Full-Time Employee Who Becomes Part-Time**

The vacation accrual date for a full-time employee who becomes part-time shall be their hire date.

**4. Part-Time Employee Who Becomes Temporary Full-Time**

The vacation accrual date shall remain the same as the individual's part-time hire date.

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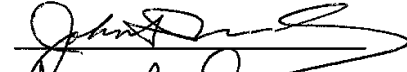
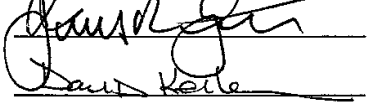
5. Vacation Payment – Part-Time Employees

A part-time employee who has regular scheduled hours of work will be entitled to take vacation time off, with pay, in accordance with the employee's pro-rated vacation entitlement.

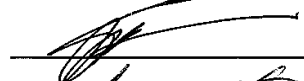
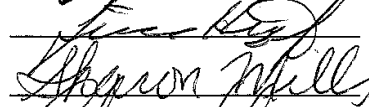
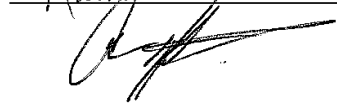
If there **are** any monies outstanding as of December 31<sup>st</sup>, it will be paid out to the employee.

Signed this 7<sup>TH</sup> day of FEBRUARY, 2005

For the Region of Niagara

  
  
David Kele  
Cathy Cousins  
Helen Cousins

For the Canadian Union of Public Employees  
And its Local 1287

  
  
Sharon Mills  
Shamir  
Rhonda Mc Cabe  


LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

RE: COACHING AND COUNSELING LETTERS

The parties agree that coaching and counseling letters are non-disciplinary however may form part of an employee's record. The Union reserves the right to grieve in keeping with Article 12.01 as to the facts contained in the letter but not the issuance of the letter. It is further understood that any coaching and counseling notation shall be removed from an employee's record after a period of 18 months in which he has not received any coaching or counseling notation. The Coaching and Counseling letter will be provided to the employee within fourteen (14) days of the incident with a copy forwarded to the Union. If the employee so requests, the immediate supervisor shall arrange for the presence of a Steward.

Signed at Thorold, Ontario on this 28<sup>th</sup> day of February, 2005.

Revised at St. Catharines, Ontario on this 10<sup>th</sup> day of April, 2012.

Revised at St. Catharines, Ontario on this 6<sup>th</sup> day of May, 2015



**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287**

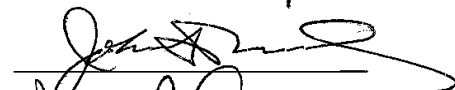
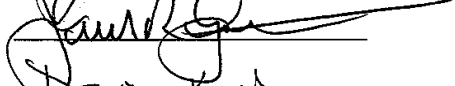
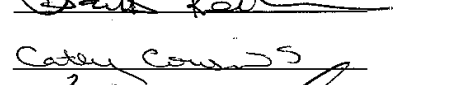
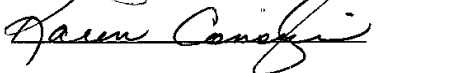

**RE: Commitment to Provide Pay Averaging Arrangement for Transportation Services – Winter Operations Employees Working to 12 Hour Shifts**

The Parties agree that as a condition of adopting a 12 hour shift schedule for those employees engaged in Winter Maintenance Operations in the Transportation Services Department, a pay averaging arrangement will be implemented for these employees.

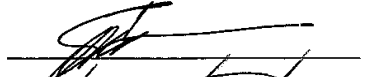
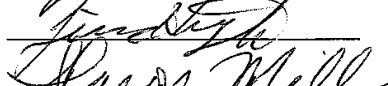
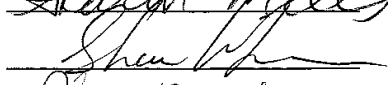
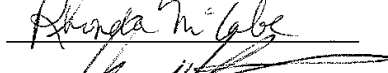

It is understood and agreed that those employees working under the twelve (12) hour shift schedule will be provided with a pay averaging arrangement that will result in the employee being paid forty (40) hours per week. The Parties recognize the twelve (12) hour shift schedules are composed of thirty-six (36) and forty-eight (48) hour work weeks averaging forty (40) hours per week over a six (6) week cycle. However, the engaged employees will be paid on the basis of the forty (40) hours base pay regardless of working a thirty-six (36) hour or forty-eight (48) hour work week. The Parties agree that hours worked in excess of forty (40) hours will be banked in lieu and credited as necessary to provide the pay averaging arrangement. This is understood to mean that if the employee works forty-eight (48) hours, forty (40) hours will be paid and eight (8) hours banked. Subsequently, in the week thirty-six (36) hours are worked, four (4) hours will be used from the lieu bank to provide the forty (40) hour pay. Overtime and other entitlements will be paid in accordance with Article 19 and Appendix "E" of the Collective Agreement.

Signed this 7TH day of FEBRUARY, 2005

**For the Region of Niagara**

**For the Canadian Union of Public Employees  
And its Local 1287**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287**

**RE: CONTINUATION OF EMPLOYEE BENEFITS DURING LAYOFF**

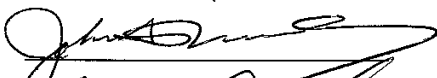

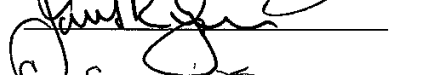
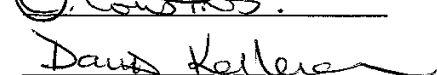

If an employee has received Notice of Layoff and has had an opportunity to exercise his seniority rights without successfully displacing a junior employee, said employee may be offered, at the discretion of the Corporation, suitable work for which the laid off employee is qualified. This does not constitute a recall or end the period of layoff.

In the event the employee has accepted an offer of suitable work while in layoff, and said work results in the laid off employee working the majority of the month, the Corporation will extend employee benefits coverage for an additional month before the provisions of Article 17.05 come into effect. This is understood to mean that the two (2) consecutive months of layoff will be deferred (not to exceed twenty-four (24) months) until such time as the employee does not work the majority of the month during the period of layoff or seniority ceases per Article 14.04(b).

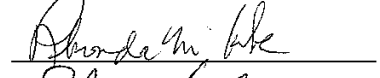
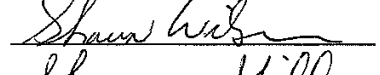
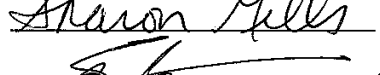
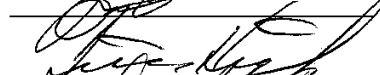
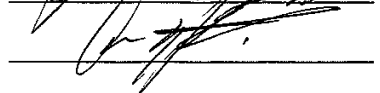
It is further understood that in the event the employee is not offered suitable available work for which he is qualified, or the laid off employee does not accept such offers of work for two (2) consecutive months, then employee benefits continuation will be the responsibility of the employee in accordance with Article 17.05.

Signed this 17<sup>th</sup> day of MARCH, 2005

For the Region of Niagara

For the Canadian Union of Public Employees  
And its Local 1287

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287**

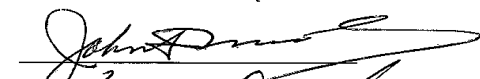
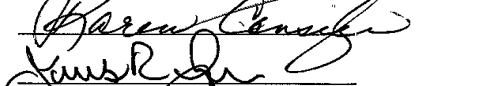
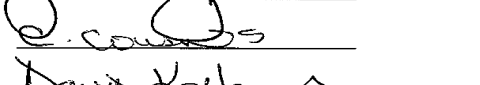
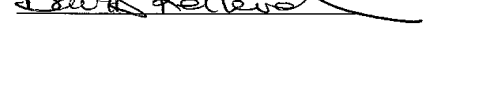

**RE: CORPORATE EMPLOYEE BENEFITS STRATEGY COMMITTEE**

Whereas the Parties agree that it may be mutually beneficial to discuss the harmonization of benefit plans within the Corporation the Parties agree as follows:

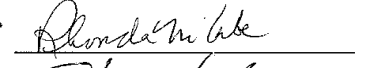
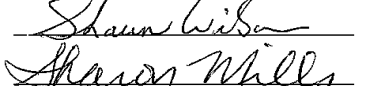



1. The Corporation and the Union agree to jointly participate in future discussions regarding the development and implementation of a Corporate Benefits Strategy.
2. It is understood by the Parties that these discussions may include any or all other bargaining groups within the Corporation.
3. The Corporation shall make arrangements during the life of the collective agreement to have benefit carrier presentations offered to the Union for information purposes.

Signed this 17<sup>TH</sup> day of MARCH, 2005

**For the Region of Niagara**

**For the Canadian Union of Public Employees  
And its Local 1287**

## **LETTER OF UNDERSTANDING**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287**

### **RE: JOB SHARING ARRANGEMENTS**

1. All positions in which there is a job sharing work arrangement will be confined to full-time positions. The employees who are job sharing in the full-time position will be considered as filling one (1) full-time staff complement position for purposes of employment status during the duration of the approved job sharing arrangement.
2. Job sharing positions shall be considered when interest is expressed by employees. The approval of job sharing arrangements will be at the discretion of either of the parties to the Letter of Understanding, giving consideration to operational requirements and creating a positive work environment. A request may be initiated by:
  - (a) Two (2) identified employees in the same job classification (ie. job title); same department/division/program and at the same work location who will be paired to share the position. Any resulting vacancies created by a job sharing arrangement shall be posted in accordance with Article 16 of the Collective Agreement, or
  - (b) One (1) identified employee who has an interest in entering into a job share for his position. Should the immediate Supervisor/Manager approve such request, the second half of the job share shall be posted in accordance with Article 16 of the Collective Agreement. If there is not a successful applicant to the job posting, the Immediate Supervisor/Manager reserves the right to cancel the previously approved job share request.
3. Schedules and time worked by each of the employees in a job sharing arrangement will be mutually agreed between the immediate Supervisor/Manager and the job sharers based on staffing and operational needs.
4. If one of the job sharers gives formal notice to the immediate Supervisor/Manager to terminate the job sharing arrangement, the remaining job sharer will be given the option of reverting to full-time work, or remaining as a job sharer and the resulting job sharing vacancy will be posted. If there is not a successful applicant to the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.
5. The job sharing partner who terminates the job sharing arrangement will be provided the opportunity to exercise seniority rights in accordance with Article 17 of the Collective Agreement.

6. The job sharing partner who is unsuccessful in forming a new job sharing partnership arrangement, and who chooses not to accept the open half of the full-time position as noted in Clause 4, will be provided the opportunity to exercise seniority rights in accordance with Article 17 of the Collective Agreement.
7. If the remaining employee still declines the opportunity, the position will be maintained as a full-time position with the balance of hours worked as a temporary measure. At the discretion of the Employer, and for reasons of meeting operational requirements, the Employer may post the position in accordance with Article 16 of the Collective Agreement as a re-integrated full-time position. In the event the position is to be re-integrated, notice of layoff will be issued to the remaining job sharing partner in accordance with Article 17 of the Collective Agreement.
8. Work scheduling for a position being job shared will provide an equivalent number to total hours worked as per a comparable full-time position. Therefore, the job sharers will ensure that there is coverage for all periods with the exception of normal vacation. If there are exceptional operational requirements, the job sharers and the immediate Supervisor/Manager may mutually agree to additional coverage.
9. The Collective Agreement applies as written to the job sharers with the following exceptions:
  - Job sharers seniority will accrue on a prorated basis from their start date as job sharer.
  - The seniority accrued by job sharers will be maintained on the seniority lists.
  - Grievance procedure - grievances will be considered as individual grievances, unless the alleged incident applies uniformly to job sharers.
  - Insured benefits – job sharer will be considered part-time employees and as such, benefit coverage will be in accordance with Article 27.02 (7).
10. The job sharing arrangement may be terminated by either the Employer or the Union on sixty (60) days written notice to the other Party. In that event, the employees involved revert back to their former permanent positions held prior to the job sharing arrangement. All other employees affected as the result of this change will also revert back to their former permanent positions. If their former permanent position no longer exists, the employee will be entitled to exercise their bumping rights under the Collective Agreement.
11. The Corporation undertakes to notify the Union in writing of all job sharing arrangements.
- 12. It is understood between the parties that all incumbents of a job sharing arrangement shall be subject to the provisions of Article 17.**

Signed at Thorold, Ontario on this 17<sup>th</sup> day of March, 2005.  
Revised at St. Catharines, Ontario on this 11<sup>th</sup> day of May, 2015  
**Revised at Thorold, Ontario on the 6<sup>th</sup> day of March, 2018.**

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

RE: MANDATORY GENERIC DRUG PLAN

The Corporation will accept, on an exceptional basis, submissions from enrolled members if they present a physician authorized medical note to Human Resources indicating that the available generic cannot be prescribed for medical reason or that there is no other medically appropriate generic available that can be prescribed by the physician. The Corporation will reimburse the employee for the difference in monies that they had to pay for the brand drug prescription through our accounts payable process. The employee must present the Doctor's note and proof of purchase to Human Resources for reimbursement purposes.

Signed at Thorold, Ontario on this 7<sup>th</sup> day of February, 2005.

Revised at St. Catharines, Ontario on this 10<sup>th</sup> day of April, 2012.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287**

**RE: WASTEWATER SERVICES SHIFT ASSIGNMENT**

It is understood that Area-based System Operators - Wastewater are scheduled to work a 24/7 shift arrangement.

The Parties also recognize employees appointed to a System Operator position in accordance with Article 16 will be scheduled to work the Floater shift assignment. Such assignment is deemed to be temporary in nature; is normally scheduled to work a day shift arrangement in order to provide staff training across the Area; and may consist of an alternate 24/7 shift arrangement for backfill purposes. Employees assigned the Floater shift will be required to work a 24/7 shift arrangement when deemed fully trained and competent to operate all plants within the Area by the Area Manager and when such vacancy becomes available.

Notwithstanding the above, a senior System Operator assigned to work a 24/7 shift arrangement may request consideration to work the Floater shift assignment. Such consideration will be given subject to the employee assigned the Floater shift schedule being deemed junior in seniority and deemed fully trained and competent to operate all plants within the Area by the Area Manager. Should such request be granted, the two (2) identified employees will exchange shift assignments; the senior employee will work the Floater shift assignment until a 24/7 shift arrangement vacancy becomes available as noted above.

Signed at Thorold, Ontario on this 9<sup>th</sup> day of May, 2018.

**For the Employer**

**For the Union**

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January 1, 2017 - December 31, 2017							Four Year Contract - January 1, 2018 - December 31, 2021					January 1, 2019 - December 31, 2019					January 1, 2020 - December 31, 2020					January 1, 2021 - December 31, 2021					
Band	EIS Job Code	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
1			19.78	20.87				20.10	21.20				20.40	21.52				20.71	21.84				21.00	22.15			
2	2LA05	Officer Cleaner - Bldg Mtce	20.70	21.82				21.03	22.17				21.35	22.50				21.67	22.84				21.97	23.16			
	2LA06	Facilities General Maintenance	20.70	21.82				21.03	22.17				21.35	22.50				21.67	22.84				21.97	23.16			
	8DR01	Courier	20.70	21.82				21.03	22.17				21.35	22.50				21.67	22.84				21.97	23.16			
3	7LA20	Child Care Centre Custodian	21.56	22.77				21.90	23.13				22.23	23.48				22.56	23.83				22.88	24.16			
4	6LA55	WW Delivery & Setup Labourer	22.44	23.73				22.80	24.11				23.14	24.47				23.49	24.84				23.82	25.19			
5	1CL11	Customer Service Associate	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	4CL26	Customer Service Rep	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	4LA05	Fleet Equipment Custodian	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	6CL29	Fleet Clerk/Stockkeeper Assistant	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	6CL42	Program Assistant - Corridor Safety Management	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	6LA43	Landfill Site Attendant	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	6LA50	Skilled Labourer	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	6LA52	Skilled Labourer - Winter	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	7CL34	Receptionist	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	7CL38	Office Assistant - Childrens	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	8CL01	Office Assistant	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
	8CL07	Printing and Mail Services Assistant	23.36	24.66				23.73	25.05				24.09	25.43				24.45	25.81				24.79	26.17			
6	2CL21	Facilities Administrator	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	2LA03	Facilities Operations Maintainer	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	4CL76	EMS Office Assistant	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	4CL77	EMS Resource Assistant	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6AC03	Accounting Clerk II	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6CL32	Program Assistant- Waste Management Services	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6CL41	MMS Encoder II Trans Acctg Clerk	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6LA02	Communication Centre Operator I	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6LA18	Transportation Materials Person	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6LA25	Mower Operator - Summer	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6LA26	Road Marker	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6LA37	Stockkeeper Traffic	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6OP10	Operator in Training	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	6ST20	Motor Vehicle Mechanic Apprentice I	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	7AC17	IAH Financial Assistant	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	7AC18	Encoding Clerk	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	7CL03	Accounting Clerk - Community Programs	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	7CL20	Child Care Fee Subsidy Program Clerk	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	7CL36	Building/Environmental Services Clerk	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	7CL39	Housing Program/Operations Assistant	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	7CL40	Fee Subsidy Intake	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
	7LA22	Child Care Cook	24.27	25.62				24.66	26.03				25.03	26.42				25.41	26.82				25.77	27.20			
7	2AC07	Accounts Payable Clerk	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	2CL06	Procurement Assistant	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	4CL27	Immunization Records Clerk	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	4CL72	EMS Scheduler	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	4CL75	EMS Purchasing Assistant	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	4CL79	Volunteer Resources Administrator	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	6AC06	Accounts Payable Program Assistant PW	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	6CL11	Program Assistant	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	6CL13	Wastewater Area Clerk	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	6CL16	Water Operations Clerk	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	6CL25	Operations Clerk	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	6CL28	Program Assistant Transportation Services	25.14	26.55				25.54	26.97				25.92	27.37				26.31	27.78				26.68	28.17			
	6CL43	Program Assistant	25.14	26.55																							



January 1, 2017 - December 31, 2017							Four Year Contract - January 1, 2018 - December 31, 2021					January 1, 2019 - December 31, 2019					January 1, 2020 - December 31, 2020					January 1, 2021 - December 31, 2021							
Band	EIS Job Code	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate		
8	2AC01	Accounts Receivable Clerk	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	2CL17	Court Administration Clerk	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	2CL20	Accounts Receivable Clerk	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	2CL28	Court Clerk	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	2CL30	Systems Clerk	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	2MA03	Facilities Maintenance Mechanic	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	2PR07	Banking Accountant	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	2TE08	Service Desk Analyst	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	4CL60	Program Assistant - (Program)	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	4CL73	EMS Quality Assurance Assistant	24.27	25.62				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	4CL74	EMS Supply Technician	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6CL14	Program Assistant - WWW	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6CL31	Waste Management Clerk	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6CL44	Waste Management Clerk Program Admin	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6CL46	Program Assistant WWW	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6DR01	Heavy Equipment Operator	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6DR03	Sign Installer	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6LA36	Traffic Operations Clerk	25.14	26.55				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6MA14	System Maintenance Assistant I	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	6TE64	Junior Engineering Technician	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
	7CL12	Intake Representative	26.01	27.50				26.43	27.94				26.83	28.36				27.23	28.79				27.61	29.19					
9	2CL18	Court Services Collections Clerk	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	2CL26	Facilities Services Coordinator	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	2PR61	Junior Buyer	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	4LH61	EMS Supply Technician Lead Hand	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	6DR40	Truck Driver	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	6LH11	Road Marker II Leadhand	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	6ST18	Technical Trades Apprentice	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	7AC13	Housing Program Accountant	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	7AC16	Housing Operations Accountant	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
	8TE03	Printing Technician-Print Shop	26.91	27.68	28.45			27.34	28.12	28.91			27.75	28.54	29.34			28.17	28.97	29.78			28.56	29.38	30.20				
10	2CL27	Trial Coordinator	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	2PR24	Senior Accountant	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	2PR65	Senior Accounts Receivable Clerk	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	4TE04	Inspection System Support	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	6DR44	Truck Driver/Vac Operator	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	6LA30	Sign Maker I	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	6LH16	Communication Centre Operator-Lead Hand	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	6OP11	System Operator I - Water	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	6OP15	System Operator I - Wastewater	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	6ST05	Auto Body Repair Person	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	6ST21	Motor Vehicle Mechanic Apprentice II	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	6TE48	CMMS Data Management Technician	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	7CL28	Community Services Worker	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	7CL29	Community Services Worker - French	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	7CL30	Community Services Worker - Spanish	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	8TE04	Graphic Designer	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
	8TE05	Development Approvals Technician	27.78	28.59	29.38			28.22	29.05	29.85			28.64	29.49	30.30			29.07	29.93	30.75			29.48	30.35	31.18				
11	2AN79	Telecom Support Analyst	28.67	29.21	29.79	30.35		29.13	29.68	30.27	30.84		29.57	30.13	30.72	31.30		30.01	30.58	31.18	31.77		30.43	31.01	31.62	32.21			
	2LH09	Facilities Lead Hand	28.67	29.21	29.79	30.35		29.13	29.68	30.27	30.84		29.57	30.13	30.72	31.30		30.01	30.58	31.18	31.77		30.43	31.01	31.62	32.21			
	2PR01	Purchasing Agent																											

CUPE LOCAL 1287 RATE TABLE - Schedule A

January 1, 2017 - December 31, 2017							Four Year Contract - January 1, 2018 - December 31, 2021										January 1, 2019 - December 31, 2019					January 1, 2020 - December 31, 2020					January 1, 2021 - December 31, 2021				
Band	EIS Job Code	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate				
12	2AN53	Programmer/Analyst I	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	2AN55	Technology Support Analyst	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	2AN58	Surveys & Mapping Analyst	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	2ST02	Facilities Certified Electrician	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	2ST03	Facilities Certified Plumber	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6LA21	Arborist I	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6LH02	Sign Maker II - Lead Hand	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6LH14	Winter Patrolter	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6TE13	Flow Monitoring Technician	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6TE14	Environmental Enforcement Officer	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6TE28	Corridor Technician	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6TE31	Environmental Analysis Technician	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6TE47	Asset Information Technician	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	6TE61	Transportation Materials Technician Lead Hand	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	7PR02	Children's Services Caseworker	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	7PR12	Resource Consultant	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	8LH01	Printing and Mail Services Coordinator	29.58	30.13	30.70	31.28		30.05	30.61	31.19	31.78		30.50	31.07	31.66	32.26		30.96	31.54	32.13	32.74		31.39	31.98	32.58	33.20					
	13	2MA02	HVAC Technician/Refrigeration and Air Conditioning Mechanic	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19			
		6CL36	CMMS System Administrator	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19			
		6LA56	Arborist II	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19			
6MA13		System Maintenance Person	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
6OP13		System Operator III - Water	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
6OP17		System Operator III - Wastewater	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
6ST07		Motor Vehicle Mechanic	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
6ST10		Certified Signals Electrician	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
6TE19		Lab Technician II	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
6TE63		Senior Engineering Design Technician	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
7LH20		Co-ordinator Alzheimer/Respite Program	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
7PR22		Community Worker	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
7PR23		Resident and Family Support Worker	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
7PR24		Family Support Worker	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
7PR30		Ontario Works Job Developer	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
7PR45		Resident and Family Support Worker – Dementia Care	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
8TE02		Senior Graphic Designer	30.17	30.43	31.03	31.61	32.21	30.65	30.92	31.53	32.12	32.73	31.11	31.38	32.00	32.60	33.22	31.58	31.85	32.48	33.09	33.72	32.02	32.30	32.93	33.55	34.19				
14	6LH01	Motor Vehicle Mechanic Leadhand	31.96	32.22	32.88	33.46	34.12	32.47	32.74	33.41	34.00	34.67	32.96	33.23	33.91	34.51	35.19	33.45	33.73	34.42	35.03	35.72	33.92	34.20	34.90	35.52	36.22				
	6LH12	Chief Environmental Monitoring Technician	31.96	32.22	32.88	33.46	34.12	32.47	32.74	33.41	34.00	34.67	32.96	33.23	33.91	34.51	35.19	33.45	33.73	34.42	35.03	35.72	33.92	34.20	34.90	35.52	36.22				
	6LH20	Forestry Lead Hand	31.96	32.22	32.88	33.46	34.12	32.47	32.74	33.41	34.00	34.67	32.96	33.23	33.91	34.51	35.19	33.45	33.73	34.42	35.03	35.72	33.92	34.20	34.90	35.52	36.22				
	6OP14	System Operator IV - Water	31.96	32.22	32.88	33.46	34.12	32.47	32.74	33.41	34.00	34.67	32.96	33.23	33.91	34.51	35.19	33.45	33.73	34.42	35.03	35.72	33.92	34.20	34.90	35.52	36.22				
	6OP16	System Operator IV - Wastewater	31.96	32.22	32.88	33.46	34.12	32.47	32.74	33.41	34.00	34.67	32.96	33.23	33.91	34.51	35.19	33.45	33.73	34.42	35.03	35.72	33.92	34.20	34.90	35.52	36.22				
	6ST03	System Maintenance Person -WW Electrical	31.96	32.22	32.88	33.46	34.12	32.47	32.74	33.41	34.00	34.67	32.96	33.23	33.91	34.51	35.19	33.45	33.73	34.42	35.03	35.72	33.92	34.20	34.90	35.52	36.				

## **SCHEDULE “B”**

### Stewards

#### Community Services Department

1. Children’s’ Services
  - a. All Child Care Centers (1)
  - b. Regional Headquarters (1)
2. Senior Services (1)
3. Social Assistance & Employment Opportunities
  - a. St. Catharines (2)
  - b. Niagara Falls, Welland, Fort Erie and Port Colborne (2)
4. **Homelessness Services & Community Engagement** (1)

One (1) additional Steward from any of the above locations who may be the Grievance Officer.

#### General Manager’s Office

- Facilities Management – Thorold Service Centre (1)

#### Public Works Department

1. Transportation Services
  - Thorold Service Centre (2)
  - Thorold Yard (1)
  - Welland Yard (1)
  - Pelham Yard (1)
  - Smithville Yard (1)

One (1) additional Steward from any of the above locations who may be the Grievance Officer for Transportation Services Division and Corporate Services – Facilities.

2. Water and Waste Water Services
  - Decew Water Treatment (1)
  - Welland Water Treatment (1)
  - Niagara Falls Water Treatment (1)
  - Port Colborne Water Treatment (1)
  - Fort Erie Water Treatment (1)
  - Grimsby Water Treatment (1)
  - Crystal Beach Wastewater Treatment (1)
  - Niagara Falls Wastewater Treatment (1)

Grimsby Wastewater Treatment	(1)
Port Dalhousie Wastewater Treatment	(1)
Port Weller Wastewater Treatment	(1)
Welland Wastewater Treatment	(1)
Port Colborne Wastewater Treatment	(1)
Fort Erie Wastewater Treatment	(1)
Welland Maintenance Facility - Major Street	(2)

One (1) additional Steward from any of the above locations who may be the Grievance Officer.

### 3. Waste Management Services

All Landfill Sites	(1)
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One (1) additional Steward from any of the above locations who may be the Grievance Officer.

#### Administrative and Technical Services Job Classes Regardless of Department

Regional Headquarters excluding Public Health	(2)
Public Health all sites	(2)
Environmental Centre	(1)
Provincial Offences Offices	(1)

One (1) additional Steward from any of the above locations who may be the Grievance Officer.

## **SCHEDULE "C"**

The Regional Municipality of Niagara

and

CUPE Local 1287

### **INTEGRATED HEALTH DISABILITY INCOME PROTECTION PLAN**

#### **Eligibility for Sick Leave Disability Insurance Benefits**

If you are disabled as a result of illness or injury, excluding compensable accidents such as those covered by WSIB benefits or as noted under Article 27.04, you will receive disability benefits that are paid by the employer. You are eligible for sick leave pay benefits upon completion of your probationary period.

#### **Recurrence of Disability**

Wage loss replacement at other than 75% of base salary to a maximum of 25 days, based on length of service, shall apply only once per calendar year.

When you return from an absence due to disability for three (3) consecutive weeks and perform your regular duties, your benefit period shall be at 75% of base salary for a maximum of 26 calendar weeks, if you have exhausted your enhanced entitlement. However, if within three (3) regular weeks of performing your regular duties following your return to work and are disabled from the same or related cause, only the remainder of the twenty-six (26) week benefit period shall apply.

If, within three (3) regular work weeks following your return to active work, you become disabled from an unrelated cause of illness or injury, your benefit period shall be 75% of base salary for a maximum of twenty-six (26) calendar weeks, if you have exhausted your enhanced entitlement.

If you are absent from regular work and a new disability occurs, your benefits period of twenty-six (26) calendar weeks of base salary will continue until expiration.

## **SCHEDULE “D”**

### **LONG TERM DISABILITY SUPPLEMENT**

Job Grade	2005 LTD Supplement
1	\$4.06
2	\$4.25
3	\$4.44
4	\$4.63
5	\$4.81
6	\$4.99
7	\$5.18
8	\$5.36
9	\$5.54
10	\$5.72
11	\$5.91
12	\$6.10
13	\$6.28
14	\$6.64

{See Article 27.07 (b)}

## **SCHEDULE “E”**

### **GLOSSARY OF DEFINITIONS**

#### **Absence due to Disability**

When a non-occupational illness/accident has occurred which prevents an employee from attending and performing his regular duties.

#### **Absence/Authorized**

An absence where the employee is away from work as entitled by law or under the terms of the collective agreement.

These absences are defined as: vacations/holidays, floating days, lieu time, overtime days, compassionate leave, witness/jury duty, authorized leave without pay (ALWOP), maternity or parental leave, suspension, union business, legal strike/lock out or temporary layoff.

#### **Absence/Unauthorized**

An absence where the employee fails to report for work and fails to notify his manager or delegate according to his collective agreement and/or established procedures. These absences may be subject to disciplinary action.

#### **Actively at Work/Active Work**

Where an employee attends at his regular occupation and is able to perform all the regular duties of his occupation.

#### **Base Salary**

Hourly rate as per the collective agreement times full-time hours per week.

Example:      40 hours per week x 52 weeks =  
                    2,080 hours per year x hourly rate;

                    35 hours per week x 52 weeks =  
                    1,820 hours per year x hourly rate.

#### **Calendar Year**

January 1 - December 31 inclusive.

### Continuous Service

A period of unbroken employment with the Region of Niagara, plus any additional eligible service as a result of transfer from another participating employer including:

- vacation days and holidays granted
- temporary layoffs
- interruptions of services as approved by the LTD
- carrier where applicable
- authorized absences

### Disability

When an employee has a medically determinable physical or mental impairment due to injury or disease which prevents him from performing the duties of his occupation.

### Earnings

Base salary as previously defined, excluding overtime, premiums, or any other compensation.

### Existing Sick Credits

Those earned sick day credits accumulated through the course of employment up to and including the effective date of ratification of the collective agreement.

### Illness

When an employee becomes disabled due to non-occupational illness/injury and is unable to perform the essential duties of his regular work.

### Long Term Disability

An absence resulting from non-occupational or occupational illness/injury as determined by a qualified health care provider which renders an employee totally disabled and unable to attend regular work. An employee may qualify for Long Term Disability (LTD) benefits defined by the LTD carrier after the one hundred and thirtieth (130) working day (26 weeks) of absence due to disability and expiration of existing sick leave credits, whichever is greater. (See Article 23.02).

### Modified Work

Any job, task, function or combination thereof that an employee with temporary or permanent partial disability may perform safely without unreasonable risk re-injury or unreasonable risk to others.

Modified work may be either temporary or permanent in nature.



Modified work may be available where an employee can perform:

- his regular duties for shorter or alternate hours;
- part of his regular duties for regular, shorter or alternate hours;
- alternate duties for regular, shorter or alternate hours.

#### Regular Duties

Where an employee is able to perform the essential duties of his regular occupation.

#### Short Term Disability

An absence where the employee notifies his manager or delegate that he is unable to work due to non-occupational illness/injury on the first day of absence and extending no longer than the one hundred and thirtieth (130) day (26 weeks). Payment of short term disability (STD) benefits will be authorized by the manager.

#### Working Day

Regularly scheduled shift.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in the City of Thorold, in the Province of Ontario this 20<sup>th</sup> day of December, 2018.

SIGNED, SEALED AND DELIVERED

In the Presence of

) THE REGIONAL MUNICIPALITY OF NIAGARA

)

)

)

)

) Jim Bradley  
(Jim Bradley, Regional Chair)

)

)

)

) Ann-Marie Norio  
(Ann-Marie Norio, Regional Clerk)

)

Approved for Execution

[Signature]

The Regional Municipality of Niagara  
Legal Services

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1287

M. J. J. J.

N. M. M.

Murray

R. Robertson

Sharon Mills

Mills

## **APPENDIX "A"**

### **EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The Employee and Family Assistance Program offers the following types of service, all at no cost to the employee and all are completely voluntary.

CONFIDENTIAL COUNSELLING in response to such needs as:

- Improving Family Life
- Alcohol/Drug Problems
- Pre-retirement Planning
- Death in the Family
- Single Parenting
- Esteem Issues
- Divorce/Separation/Custody
- Legal/Financial Concerns
- Aging Parents
- Marital Enrichment
- Job Stress Management
- Sexual Concerns

### **REFERRAL SERVICES**

After consulting with your counsellor, you may decide to use one or more community resources available to you. When there are fees involved with using these additional services, these fees are the responsibility of the individual client.

### **WHAT IS THE EMPLOYEE AND FAMILY ASSISTANCE PROGRAM?**

The Employee and Family Assistance Program (EFAP) is a free service for all employees, and their immediate families. Its purpose is to help you and your family enrich the quality of your lives. The program provides a counsellor with whom you can talk confidentially and in complete privacy. Together you can discuss various plans and approaches. The decision about which steps to take is entirely up to you.

### **WHAT DOES "VOLUNTARY" ACTUALLY MEAN?**

It means that only you as a potential client of the EFAP counselling service can initiate a counselling session. Only you can make a counselling appointment for yourself. The counsellor will not accept appointments for counselling made by a second party. The EFAP counselling service is a resource for you and your family.

### **WHAT DOES "CONFIDENTIAL" ACTUALLY MEAN?**

It means that unless you wish otherwise, the content of your conversation will remain strictly between you and your counsellor. To ensure your maximum privacy and comfort there are counselling offices in various locations. Telephone Homewood Human Solutions at 1-800-265-8310.

## **APPENDIX "B"**

### **JOINT JOB EVALUATION**

#### **MANUAL OF PROCEDURES**

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement (Appendix "B") effective April 1, 1996 and supersedes any and all Joint Job Evaluation agreements or understanding between the parties.

#### **ARTICLE 1 - PURPOSE**

This Manual of Procedures is established to provide an ongoing maintenance program for the agreed upon Joint Job Evaluation Program, designed to provide and maintain the basis of a gender-bias free and equitable salary and wage structure, and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

#### **ARTICLE 2 - DEFINITIONS**

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

Benchmark Job	or "Key Jobs" are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the rating manual.
Classification	The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.
Classification Differential	The difference between the maximum salary or wage rates in the Salaries and Wages Schedule of the Collective Agreement.
Classification Increments	The salary or wage steps for a particular Classification.
Collective Agreement	The Collective Agreement currently in effect between the Region of Niagara (hereafter referred to as the Region) and CUPE 1287 (hereafter referred to as the Union).
Current Rate	An employee's present rate of pay.
Duty	A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.
Employee	An employee of the Region in the bargaining unit for which CUPE Local 1287 is the recognized bargaining agent as defined in the Collective Agreement.

Factors	The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual 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.
Incumbent	An employee who has been appointed or promoted to a job.
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 study.
Job Description	A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent to the job.
Job Documents	Comprised of all documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.
Job Evaluation	The process of studying and analyzing a job to obtain detailed information about the content of the job, the preparation of a job description and the rating of the job by use of the Rating Manual to determine the relationship of the job to other jobs covered by this Job Evaluation Program.
Job Rating	The selected degree levels, points, reasons for the rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.
Joint Job Evaluation Committee	The Joint Committee appointed by the parties to deal with matters relating to job descriptions, the rating of jobs and the designating of appropriate wage grades as governed by this Manual of Procedures and the Rating Manual.
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 the job in accordance with the Job Evaluation Program.
Points	The numerical expression adapted for measurement of each degree within each factor.
Quorum	The minimum number of people that must be present at a meeting before its proceeding are to be regarded as valid. There must be two (2) union representatives and two (2) management representatives.

Rating Manual	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
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.
Review Committee	A joint two person committee comprised of the management co-chair and the Union co-chair who, based on the evaluation request submission and the job evaluation rating manual, determine if a review of the request by the JJEC is warranted.
Salaries and Wage	The salary and wage classifications as per Schedule "A" of the Collective Agreement.
Staff Complement	A staff position authorized as such by Council.
Task	An activity undertaken in order to complete specific duty, defining how a duty is done.
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.
Wage Grade	The designation in the Collective Agreement for a particular job rate or salary level or salary range.
Wage Rate Schedule	The wage grades and levels as set forth in the Collective Agreement.

### ARTICLE 3 - RATING METHODOLOGY

- 3.1 Job documents serve to record the basis from which the job is rated and to compare and judge changes in job content which results, from time to time, from new or changed circumstances or requirements of the job.
- 3.2 Job documents are for the purpose of rating a job and assigning the job into the proper Classification for application of the salary and wage schedule. Job documents shall be in sufficient detail to enable the job to be identified and rated.
- 3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements and tasks inherent to the job.
- 3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific Factors as shown in Schedule 2.

### 3.5 Job ratings serve to:

- a) Group jobs having relatively equivalent point values into the same classification;
- b) Provide the basis from which to gauge equitable wage rate relationships between the jobs;
- c) Form the foundation from which to measure changes in job content;
- d) Enable the assignment of jobs into their proper classifications.

## ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 4.1 It is important that the Employer maintain accurate job descriptions and job ratings on an ongoing basis (ideally every four (4) years). Failure to do so will serve to damage the integrity of the Program. It is the intent of the employer to maintain accurate, up-to-date job descriptions.
- 4.2
  - a) The job description or notice of vacancy is the sole responsibility of Human Resources.
  - b) The job descriptions shall be filed and indexed by Human Resources with a duplicate copy forwarded for signature to acknowledge receipt, by the Union.
- 4.3 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new or changed duties, are as follows:
  - a) The agreed upon job ratings for the respective job descriptions which are in effect from the effective date the Job Evaluation Program is implemented, and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:
    - (i) The job content is changed by the employer
    - (ii) The job is declared redundant by the employer
    - (iii) The job is changed as a result of a successful appeal.
  - b) Whenever the employer decides to establish a new job, the following procedures shall apply:
    - (i) Human Resources shall prepare a draft job description and establish a temporary wage grade in accordance with the agreed upon Rating Manual.
    - (ii) Human Resources shall notify the Union of the job description and the temporary wage grade.
    - (iii) Within six (6) months of the incumbent commencing employment in the new posted job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties actually being performed at the time of review. Should it be determined through

the Committee's final evaluation that an increase should be made in the job's Classification, such an increase shall be retroactive to the date that the incumbent commenced employment in the new posted job.

4.4 Whenever the Region changes the job content of a position, the Union shall be notified. The incumbent, supervisor or the Union may request that the position be re-evaluated. The following procedures shall apply:

- a) A Request for Re-evaluation, (Form #3), the approved request form, be submitted to the Review Committee in care of Human Resources.
- b) The revised job description and any other job document shall accompany the request form.
- c) The Review Committee shall review the changes to the job description and any other job document and determine whether there has been sufficient change in job content to warrant re-evaluation by the JJEC.
- d) If it is determined that there has been sufficient change in job content to warrant review by the JJEC, all relevant data will be promptly forwarded to the JJEC for re-evaluation.
- e) If it is determined that the position does not warrant review by the JJEC, the Review Committee will provide a written response to the employee(s) informing them why the position will not be forwarded to the JJEC. Should the Review Committee not be able to agree, the matter shall automatically be referred to the JJEC.
- f) The results of the JJEC evaluation will be communicated to the Director of Human Resources (or designate) who shall communicate all rating and/or other decisions made by the committee to the appropriate Department Director, Immediate Supervisor, the Union and the incumbent(s) of the Committee's decision.
- g) Following circulation of evaluation results and following the appeal period, the job shall be assigned the appropriate classification.

4.5 An appeal of the job rating may be initiated by the incumbent(s), Union, Department Director, Immediate Supervisor, and/or Director of Human Resources within thirty (30) calendar days of receipt of the rating of the JJEC, as follows:

- a) The Appellant shall complete the Authorized "Appeal" form (Form #4), available from Human Resources and/or the Union.
- b) The appeal, shall state, in writing the reason or reasons for disagreement with the rating of the job on a factor by factor basis.
- c) The Appellant must forward the "Appeal" form to the Director of Human Resources (or designate), who shall refer it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Department Director.
- d) The Joint Job Evaluation Committee shall consider each factor being appealed. The results of the appeal will be communicated to the Director of Human Resources (or designate) who shall forward to the incumbent(s), the appropriate Department Director, the supervisor, and the Union.



- e) It is understood that during their review of the appeal, the JJEC will review and possibly adjust other factors previously evaluated. Should a factor, other than the factor under appeal be adversely affected, the appellant has the right to appeal the factor(s) that has been so changed.
- 4.6 The Region may, notwithstanding the official rating for the job, establish an “out of schedule rate” upon written notification to the Union as to the specific purpose and specified period of time for the “out of schedule rate”. Should the Region, at its sole discretion, determine that the conditions which gave rise to the higher “out of schedule rate” no longer exist, the wage rate for the job shall be adjusted to again reflect the job rating for the position. Any employee who was being paid at the “out of schedule rate” while working in the job shall continue to receive the “out of schedule rate” for a period of three (3) months following the Region’s written notice to terminate the “out of schedule rate”. Following such time, the affected employee(s) shall have their current rate adjusted in accordance with the job rating for the position.

The Parties agree that the “out of schedule rate” as defined, is in conformity with the Pay Equity Act and Regulations.

#### ARTICLE 5 - JOB EVALUATION PROCEDURES

- 5.1 The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to clarify information required for rating purposes. Such review may include:
- a) Site inspection by the Committee
  - b) Interviewing, by the Committee of incumbents and supervisors
- 5.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual. (Schedule 1)
- 5.3 In making the determinations necessary for the rating of a job from the 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.
- 5.4 In the application of the Rating Manual, 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 existing job rates.
  - c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.
  - d) Workload is not a consideration when evaluating a job except as provided for in Factor 8/Mental Effort.

- 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).
- f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.
- g) If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.
- h) Each appeal shall be submitted in writing on an official appeal form agreed to by the Region and the Union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Region and the Union. The appeal forms shall be available from Human Resources and/or the Union.
- i) The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.
- j) The Joint Job Evaluation Committee and/or the Union at its discretion, may request the appearance of the Incumbent and/or Supervisor in order to assist the Committee in its deliberations.
- k) Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.

5.5 The Director of Human Resources (or designate) shall communicate the final rating and/or other decisions made by the Committee to the appropriate Department Director, the Immediate Supervisor, the Union and the incumbent(s) of the committee's decision. Subject to completion of the appeals procedure noted herein, such decisions shall be considered final and binding upon the Parties.

- a) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent(s) of such job whose existing wage rate is thus higher than the established wage rate of the changed job shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate shall receive the new wage rate for the position effective the date the new rating was finalized by the Committee or immediately following the appeal proceedings, noted under Article 5 of this Manual of Procedures, if the latter.
- b) If a change in job content 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". "Green Circled" rates shall be adjusted to the appropriate wage grade recognizing the incumbent's status within the existing wage grade increments structure, effective the date the new rating was finalized by the Committee, or immediately following appeal proceedings noted under Article 5 of this Manual of Procedures, if the latter.

- c) If required, the job shall be assigned the appropriate wage classification, effective the date the new rating was finalized by the committee or following appeal proceedings noted under Article 5, if the latter.

## ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of:

- a) A minimum of two (2) representatives of the Region, as selected by the Region; plus a minimum of two (2) alternates as selected by the Region. One (1) representative of the Region will serve as Co-chair.
- b) A minimum of two (2) representatives of the Union, as selected by the Union; plus a minimum of two (2) alternates as selected by the Union. One (1) representative of the Union will serve as Co-Chair.
- c) One (1) non-voting Representative appointed from Human Resources following discussion with the Union.

6.2 It shall be the purpose of the Joint Job Evaluation Committee:

- a) To review, confirm or revise job ratings as initiated through the agreed to process.
- b) To establish and review, for rating consistency and to ensure the maintenance of relativities, a sampling of established benchmark jobs.
- c) To review problems pertaining to the application of the Rating Manual, and recommend solutions to the Region and the Union.
- d) To recommend changes to the Rating Manual and the Job Evaluation process to the Region and the Union.

6.3 The Human Resources Representative shall be responsible for co-ordinating all aspects of the rating proceedings and administration, including the calling of all Committee meetings and acts as a recording secretary to the Committee. All correspondence, including all forms, to and from the Committee shall go through the Human Resources Representative.

6.4 Decisions of the Joint Job Evaluation Committee shall require consensus. When consensus is not possible, the matter under review shall be referred to the Job Evaluation Referee as provided for in Article 7 of this Manual of Procedures.

6.5 The Joint Job Evaluation Committee shall meet at least once a month or as required.

6.6 The Joint Job Evaluation Committee meetings will not proceed unless there is a quorum.

## ARTICLE 7 - JOB EVALUATION REFEREE

- 7.1 a) The Region and the Union shall, by January 31 of each year, agree upon a Job Evaluation Referee. The parties agree that said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.

- b) Should either party determine that a new Referee should be appointed for the following year, notice to the other party shall be given, in writing, during December of the current year. Such notice shall contain a list of individuals being proposed as Referee by the initiating party.
  - c) Should the Referee withdraw for any reason during the term of appointment, the parties shall, within ten (10) calendar days of such notification, agree upon a replacement.
  - d) Should the parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within ten (10) calendar days of such decision, pursuant to Article 7.1 (a).
- 7.2 The cost of the Job Evaluation Referee's remuneration and personal expenses shall be shared equally by the Region and the Union.
- 7.3 The Job Evaluation Referee will be required to meet and make decisions solely on matters where consensus was not achieved by the Joint Job Evaluation Committee.
- 7.4 The following procedure will be followed to resolve any matters before the Job Evaluation Referee:
- a) The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.
  - b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Co-Chairs of the Joint Job Evaluation Committee, who will forward it to the Committee, the Director of Human Resources, the appropriate Department Director, the Immediate Supervisor, the Union and the incumbent(s).
  - c) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this program.
- 7.5 The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information related to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.

## ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

- 8.1 Upon the completion of the job evaluation process, the Human Resources Representative shall total the points assigned to each Factor Degree, using the attached Schedule 2, Job Evaluation Factors and Weights, and Schedule 3, Job Evaluation Factor Degree Points to determine the Total Points for the job under review. Upon determining the Total Points for the job, the Human Resources Representative shall use Schedule 4, Job Evaluation Classifications, to determine the appropriate Classification for the job.

- 8.2 The Human Resources Representative shall notify Human Resources and the Union of the results of 8.1.
- 8.3 The Human Resources Representative shall notify the appropriate Department Director, the Immediate Supervisor, the Union, and the incumbent(s) of the job of any changes in Classification resulting from job evaluation.

The Union members of the Committee and any alternates appointed by the union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee as approved by the Director of Human Resources. These members shall continue to have all the rights and privileges of the Collective Agreement.

#### ARTICLE 9 - GRIEVANCE/ARBITRATION

- 9.1 The decision of the Joint Job Evaluation Committee and/or Referee is final and binding and not subject to the grievance procedure.

## **APPENDIX “C”**

### **WORKING RELATIONSHIP BY OBJECTIVE AGREEMENT (RBO)**

#### **Mission Statement**

Collaborative relations between management and the union serve the long term interests of all parties.

Collaboration enables us to work together for common goals - delivering quality, affordable, sustainable and valued services resulting in satisfied customers and valued, committed and engaged employees. A commitment to collaborative relations in no way diminishes the right and responsibility of managers to manage in the best interests of the organization, or the right and responsibility of the union to represent the best interests of their members. This agreement does not alter our contractual or legal rights.

We agree to conduct our business in accordance with the principles listed below.

#### **Principles**

We are committed to and accountable for:

1. Recognizing and respecting each other's roles, interests, accountabilities and social responsibility.

We will strive to:

- Understand and be understood by each other;
- Respect each other's legitimate roles and responsibilities;
- Respect each other's decision making processes and lines of authority;
- Continuously strive to improve employee relations by our behaviours and actions.

2. Communicating with each other in ways that promote common understanding, effective problem solving and enhanced relationships.

We will conduct ourselves effectively by:

- Sharing objective information to the fullest extent possible;
- Using shared information in a constructive manner that promotes positive working relationships and encourages problem or conflict resolution;
- Emphasizing the importance and purpose of open, honest and timely communications;
- Establish regularly scheduled labour/management and workplace committee (RBO) meetings between first-line non-union supervisors and employees.

3. Working to earn and sustain trust.

We will achieve a high degree of trust by:

- Listening interactively;
- Enhancing our own trustworthiness;
- Living up to our commitments;
- Creating high quality, healthy workplaces, value added and sustainable public services;
- Being honest, forthright, timely and objective in our dealings with each other.

4. Using an open and interest based approach to problem solving, decision making and negotiation.

We will:

- Ask and seek out solutions that meet our mutual interests;
- Encourage management walkabouts and face-to-face contact with staff (MBWA);
- Encourage employee input into the development of policies and matters that affect them;
- Pursue brainstorming opportunities without judgment;
- Freely discuss new ideas and be open to the timely resolution of issues;
- Encourage effective, efficient, timely problem solving processes;
- Strive to deal with issues in a constructive and facilitative fashion and at the earliest stage within limits of authority;
- Work to resolve issues before raising them with third parties.

5. Attacking issues, not people.

We will:

- Model behaviour that we want others to exhibit;
- Conduct ourselves in a mutually respectful, courteous and professional manner in all of our dealings;
- Understand our impact on others;
- Seek to understand the other party without judgment.

6. Honouring the agreements we reach.

We will:

- Live up to our collective responsibilities;
- Strive to ensure that all agreements are clear about what has been decided, what actions flow and who is accountable;
- Commit to support and adhere to subject matter of mutual agreement.

7. Giving each other the benefit of the doubt.

We will:

- Give each other an opportunity to explain actions or events before reacting;
- Be fully prepared for constructive discussion of the issues;
- Recognize that agreement will not always be possible, and that there will be times when we must “agree to disagree”;
- Recognize each other as dedicated, sincere, valued individuals striving for a healthy, productive, satisfying work place and exemplary public service.

8. Jointly promoting and pursuing quality of work life, wellness, safety, employee and team development initiatives.

We will:

- Pursue an employee recognition culture and acknowledge the achievements of committed employees for a job well done;
- Openly support and encourage on-going development of Corporate, departmental and location specific employee awareness of Quality of Work Life (QWL), Wellness, safety and skill development initiatives;
- Encourage and support the attainment of post-secondary education, apprenticeship, skill development and succession planning opportunities;
- Support initiatives that encourage an enabling work environment of innovation, continuous improvement, satisfying work and affordable, sustainable service excellence;
- Recognize and reward the achievements of a committed and dedicated workforce.



## **APPENDIX “D”**

### **POSITIONS WITH EXTENDED/AVERAGED HOURS OF WORK AGREEMENTS**

Agreements shall be in force for those operations that have nine (9), ten (10), or twelve (12) hour shift rotations or other combination of hours per shift with an averaging of 40 hours of work per week. Furthermore, the following items have been agreed to and accepted by both Parties in applying the terms and conditions of the current Collective Agreement to staff involved in shifts/schedules as noted above.

#### **ARTICLE 19.01**

For full time employees, the normal work day and/or normal work week shall be defined as the employee's shift rotation or schedule.

#### **ARTICLE 20.01 & 20.02**

Shift premiums shall be paid as set forth in this Article. That is shift premiums will only apply when the majority of scheduled hours fall between 4:00 p.m. and midnight or between midnight and 8:00 a.m.

#### **ARTICLE 20.04**

The term “sixteen hours rest” shall be deemed to read “twelve hours rest” for twelve (12) hour shift or “fourteen hours rest” for ten (10) hour shift or “fifteen hours rest” for nine (9) hour shift save and except Transportation which is covered by Article **19.11 (c)** of the Collective Agreement.

#### **ARTICLE 21.01**

The term “one day's pay” means eight hours pay.

#### **ARTICLE 21.03 (a)**

The term “one normal day's pay” shall mean the pay for an eight-hour day.

#### **ARTICLE 21.03 (d) & (e)**

The terms “day off with pay” and “a day's pay” refer to a twelve-hour day for twelve (12) hour shift or ten hour day for ten (10) hour shift or nine (9) hour day for nine (9) hour shift.

For clarity, using a Monday as a Paid Holiday, the above will be administered as follows:

**Example 1**

Employee is scheduled to work and works 7:00pm Sunday to 7:00am Monday; he will be treated as follows:

- 7:00pm-12:00am = 5 hours paid at straight time
- 12:00am-7:00am = 7 hours paid at time and one-half
- Employee receives 8 hours Paid Holiday (as pay or banked time)

**Example 2**

Employee is scheduled to work and works 7:00am Monday to 7:00pm Monday; he will be treated as follows:

- 7:00am-7:00pm = 12 hours paid at time and one-half
- Employee receives 12 hours Paid Holiday (as pay or banked time)

**Example 3**

Employee is scheduled to work and works 7:00pm Monday to 7:00am Tuesday; he will be treated as follows:

- 7:00pm-12:00am = 5 hours paid at time and one-half
- 12:00am-7:00am = 7 hours paid at straight time
- Employee receives 8 hours Paid Holiday (as pay or banked time)

It is understood that an employee who works on a Paid Holiday shall only be entitled to a maximum 12 hours Paid Holiday (as pay or banked time).

**ARTICLE 21.04**

The terms “day off with pay” and “a day’s pay” refer to an eight-hour day.

**ARTICLE 22.01**

The vacation “week” equates to 40 working hours. For further clarity, the number of vacation weeks’ entitlement is multiplied by 40 hours for a total of vacation hours per calendar year. (i.e. 4 weeks’ vacation x 40 hours = 160 vacation hours)

Vacation hours are deducted based on the scheduled work hours, including a vacation day equates to the scheduled work day (i.e. 12 hours shall be deducted if you were scheduled to work 12 hours on that vacation day).

**ARTICLE 22.02**

The terms “day off with pay” and “one day’s pay” refer to a twelve-hour day for twelve (12) hour shift or ten hour day for ten (10) hour shift or nine (9) hour day for nine (9) hour shift.

**ARTICLE 22.03 (b)**

The term “normal weekly rate” refers to 40 hours at the employee’s base rate of pay.

#### ARTICLE 23.04

The term "number of days or part days" shall be deemed to read "normal working hours". For further clarity, the number of sick days' entitlement is multiplied by 8 hours per day for a total number of sick hours entitled in Article 23.02.

Sick hours are deducted based on the scheduled work hours (i.e. 12 hours shall be deducted if you were scheduled to work 12 hours on that day).

#### ARTICLE 24.01 & 24.02

The term "day" equates to your scheduled shift.

#### ARTICLE 24.13

"Shift" equates to your scheduled shift when calculating the total number of hours in the year for union affairs.

*For the purposes of Water and Wastewater, the following shall apply:*

#### ARTICLE 19.01

When relief staff are substituting for regular operating staff, the relief person's "work day" shall be deemed to be equivalent to the work day of the employee he is relieving, and the "work week" shall be deemed to be equivalent to the work week of the employee he is relieving.

*For the purposes of Landfill, the following shall apply:*

#### ARTICLE 19.01

For part time employees, overtime shall only apply when they work beyond the normal full time work day (ie. 9 hours) and/or the work week which shall be deemed to be 44 hours, the maximum for full time staff.

## **APPENDIX “E”**

### **PERSONAL DOCUMENTATION – EMPLOYEE DEATH**

In the event of death, the following documentation is required in order to process life insurance, Canada and OMERS pensions:

1. Birth Certificates
  - (i) Employee
  - (ii) Spouse
  - (iii) Children
2. Social Insurance Numbers
  - (i) Employee
  - (ii) Spouse
  - (iii) Children
3. Marriage Certificate
4. Death Certificate
5. Name and address of beneficiary and/or Executor of Estate

Copies of documents listed in Nos. 1 to 3 may be placed in your personnel file, if you so desire.

## APPENDIX "F"

### UNIFORM AND CLOTHING ALLOWANCE

In accordance with Article 31.01, the Uniform and Clothing Allowance for staff will be managed as follows:

1. New employees shall be supplied with adequate protective clothing immediately.
2. All permanent employees will be supplied with the following Corporate approved uniform allotment:

a. Water & Wastewater Services:

Five (5) sets of pants and shirts or;

Four (4) sets of pants and shirts and one (1) pair of coveralls

One (1) winter parka **or one (1) bomber jacket**

**One (1) insulated bib overalls**

Maintenance personnel will be supplied with three (3) pairs of coveralls as well as the shirts and pants.

b. Waste Management Services:

Landfill Site Attendant

Three (3) Polo Shirts or T-Shirts

Two (2) Sweat Shirts

c. Transportation Services:

The Corporation shall supply to all permanent mechanics, servicepersons and repairpersons:

Five (5) sets of pants and shirts or;

Four (4) sets of pants and shirts and one (1) pair of coveralls

All permanent employees in Transportation Services **where deemed necessary** shall be provided:

**One (1) winter parka or one (1) bomber jacket**

**One (1) insulated bib overalls**

Coveralls will be supplied where deemed necessary for all its employees who are required to carry out what is classified as dirty work.

Surveys & Mapping Section

**Two (2) pairs of pants**

**Two (2) long sleeve shirts**

**Three (3) polo shirts or t-shirts**

**One (1) winter parka and snow pants and coveralls will be supplied where deemed necessary.**

d. **General Manager's Office – Facilities Management:**

Five (5) sets of pants and shirts or;  
Four (4) sets of pants, five (5) shirts and one (1) pair of coveralls  
One (1) winter parka

Coveralls will be supplied where deemed necessary for all its employees who are required to carry out what is classified as dirty work.

e. **Children's Services:**

A minimum supply of lab coats and winter parkas will be available at the child care centres for staff use.

Such articles will be kept clean and in good repair.

3. The Corporation shall keep such clothing in good repair, replacing such articles of clothing when they are no longer in good repair. Replacement shall be no greater than the allotment as outlined above.

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