



2005 – 2009

Collective Agreement

between

The Corporation of the City of Brantford

and

**The Canadian Union of Public Employees
Local 181, City Hall Unit**

06999 (08)

April 1, 2005 – March 31, 2009

Article

INDEX

Page

1	<u>GENERAL PURPOSE</u>	3
2	<u>RECOGNITION AND COVERAGE</u>	3
	▪ Students	3
3	<u>RELATIONSHIP</u>	5
4	<u>RESERVATION OF MANAGEMENT FUNCTIONS</u>	5
5	<u>GRIEVANCE PROCEDURE</u>	7
	▪ 5.04 Steps 1 and 2	8
	▪ 5.06 Group Grievance	8
	▪ 5.08 Policy Grievance	8
6	<u>ARBITRATION</u>	9
7	<u>NO STRIKE / NO LOCKOUT</u>	10
8	<u>SENIORITY, PROMOTIONS, STAFF CHANGES</u>	10
	▪ 8.02(f) Redundancy	11
	▪ 8.02(g) and (h) Layoffs	12
	▪ 8.03(a) Vacancies	13
9	<u>HOURS OF WORK</u>	13
10	<u>SCHEDULE OF WAGES, OVERTIME RATES, JOB EVALUATION</u>	14
	▪ 10.01(a) Schedule of Wages	14
	▪ 10.01(d) Overtime Rates	15
	▪ 10.02 Job Evaluation	15
	▪ Schedule "A" - Wage Rates	29
	▪ Schedule "B" - Student Rates	36
11	<u>PAID HOLIDAYS</u>	16
12	<u>VACATIONS</u>	17
13	<u>EMPLOYEE BENEFIT PLANS</u>	18
	▪ 13.02 Life Insurance	18
	▪ 13.02 L.T.D.	18
	▪ 13.03 Extended Health	19
	▪ 13.03 Vision Care	19
	▪ 13.03 Chiropractic & Massage	19
	▪ 13.04 Dental	19
	▪ 13.09 O.M.E.R.S.	20
	▪ 13.10(a) Sick Leave	20
	▪ 13.13(b) Family Illness	22
	▪ 13.15 W.S.I.B.	22
	▪ 13.16 Frozen Sick Leave	22
14	<u>CLOTHING</u>	23
	▪ 14.02 Safety Shoes	23

Article	INDEX	Page
15	UNION DUES	24
16	LEAVE OF ABSENCE	24
	▪ 16.04 Bereavement Leave	25
	▪ 16.06 Jury /Witness Duty	25
17	TECHNOLOGICAL CHANGE	25
	▪ 17.01 Advance Notice	25
	▪ 17.02 Income Protection	25
	▪ 17.03 Training Benefits	26
	▪ 17.04 Additional Training	26
18	GENERAL	26
	▪ 18.03 Car Allowance	26
	▪ 18.03 Mileage	26
	▪ 18.04 Meal Allowance	27
	▪ 18.12 Health & Safety	27
19	DURATION	28
	SCHEDULE "A" – WAGE RATES	29
	SCHEDULE "B" – Student Rates	34
	APPENDIX "A" LETTER OF UNDERSTANDING- Labour/Management Committee	37
	APPENDIX "B" LETTER OF UNDERSTANDING- Market Value Positions	38
	APPENDIX "C" LETTER OF UNDERSTANDING- Former Hydro Employees	39
	APPENDIX "D" LETTER OF UNDERSTANDING- Incumbency Rates	41
	APPENDIX "E" LETTER OF UNDERSTANDING– Regarding Appendix "D"	43
	APPENDIX "F" LETTER OF UNDERSTANDING– Retirement of Construction Inspector	44

THIS AGREEMENT entered into at Brantford, Ontario as of the first day of April 1, 2005

BY AND BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD
(Hereinafter referred to as the "Employer")

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181
CITY HALL UNIT
(Hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE I - GENERAL PURPOSE

1.01 Whereas, in the interests of the efficient conduct and administration of the Employer's affairs, it is desirable that there shall obtain harmonious relations, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge, seniority in the service and security of tenure of office; now therefore witnesseth that the parties hereto covenant and agree as follows:

ARTICLE 2 - RECOGNITION AND COVERAGE

2.01(a) The Corporation recognizes the Union as the exclusive bargaining agent for all employees of the City of Brantford set forth in Schedule "A" attached hereto, save and except Deputy Department Heads, persons above the rank of Deputy Department Heads, City Tax Collector, Accounting Supervisor, Professional Engineers, Ontario Land Surveyor, Purchasing Officer, Secretary to the C.A.O., Secretary to the Mayor, Secretary to the City Engineer, Data Processing Officer, Chief Building Official, Manager – Child Care Services, Supervisor – Child Care Services and employees of the Human Resources Department.

It is understood that only full-time employees in the classifications in Schedule "A" are included in the bargaining unit. Full-time does not include employees who work twenty-four (24) hours or less per week.

(b) The parties agree that:

1. Students will become members of the Union and will pay Union Dues and/or assessments as advised by the Union upon commencement of employment.

2. Students will be hired for their specific work term or vacation period and shall not acquire seniority during their employment.

3. Students, except as otherwise specified, shall be paid in accordance with the schedule of rates attached hereto as Schedule "C".

4. The Union recognizes the right of the Employer to assign students such work as may from time to time become available provided that such students shall not be hired to replace regular employees on the seniority list or to substitute for seniority positions when they become vacant except as otherwise provided herein.

5. It is agreed by the parties that students are hired to complement the staff and work generally under the guidance of regular union and/or non-union staff. When Construction Inspector position(s) become available on a temporary basis and the employees regularly performing the position of Surveyor's Assistant indicate a preference, the City Engineer agrees to give such employees first consideration over students, as well as in filling resulting vacated positions, provided that such employees are capable and qualified. Should such temporary transfer(s) take place, the provisions of Article 18.05 shall apply and the Employer may proceed to assign students to fill the balance of the positions as well as the resulting temporarily vacated positions. It is understood that upon completion of the temporary transfer, the regular employee shall revert to his/her former classification and position. Students who are assigned to perform the inspection duties on construction projects (other than street cut inspection), shall receive no less than the minimum rate of work term 4 as listed for University students in Schedule "C" (non-clerical).

6. Employees hired for a specific Government Subsidized Program shall not serve a probationary period and shall not acquire seniority during their employment. The terms and conditions as set forth for each particular program will be detailed in a Letter of Understanding to the President and Unit Chairperson, which will be mutually agreed to by the parties. Employees shall have the right to grieve from the first day of hire under the provisions of the Grievance Procedure as in Article 5 of the Collective Agreement with respect to matters of monetary, disciplinary or dismissal. The participation in benefits will be subject to the terms of the particular Government Subsidized Program and participation will be subject to the conditions of this Collective Agreement. Employees hired under these programs shall not be hired to replace regular employees on the Seniority List.

Clerical employees hired for a specific Government subsidized program shall be paid no less than the minimum rate of Level "1", Salary Schedule "A".

The union is to be forwarded copies of the Corporation's application for program funding and terms of reference for the program.

The union will be provided with notification of the names of employees hired under Government Subsidized Programs.

- 2.02** The term "employee" or "employees", as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in the bargaining unit as described above.
- 2.03** No member of management shall perform the duties of positions performed by employees covered by this Agreement, save and except for a period of no longer than thirty (30) working days in cases of emergency, during periods of instruction, or when employees normally performing the duties are not available.
- 2.04** No person who has completed five (5) years of service shall be laid off as a result of contracting out of work regularly performed by members of this bargaining unit on the seniority list.

ARTICLE 3 - RELATIONSHIP

- 3.01** The parties agree that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced.
- 3.02** The Employer agrees that all present employees shall remain, and new employees shall become, members of the Union when they commence employment.
- 3.03** The Employer agrees to acquaint new employees with the fact that this Agreement is in effect and with the conditions of employment set out in this Article and Article 15. The Employer will supply each employee with a copy of this Agreement and additional copies six (6) signed original plus twenty (20) to the Secretary of the Union.
- 3.04** Upon request, subject to the approval of the Department Head and/or Deputy Department Head as to time, arrangements will be made with the Human Resources Department for an employee to have access to and review his/her file and shall be permitted to respond in writing to any document contained therein. Such response shall become part of the personnel file. An employee may photocopy any material contained in his/her personnel file. Such review will be held in the presence of a member of the Human Resources Department and such request shall not be unreasonably withheld. The presence of such a response in the employee's file shall not be construed as being an acceptance by the employer of the statements contained therein either as to fact or opinion.

ARTICLE 4 - RESERVATION OF MANAGEMENT FUNCTIONS

- 4.01** The Union acknowledges that it is exclusively the function of the Employer to:
 - (a)** Maintain order, discipline and efficiency;

- (b) Hire, discharge, direct, transfer, promote, demote, lay-off and suspend, or otherwise discipline employees, providing that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause, may be subject to a grievance and dealt with in accordance with the grievance procedure;
- (c) Make and alter, from time to time, rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement.
- (d) Generally to manage the office and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of personnel required and the methods, procedures and equipment to be used and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement; and
- (e) Where a decision is made by the Employer affecting a group of employees, the Unit Chairperson and Secretary of the Union shall be notified by the Director of Human Resources as soon as it is practicable but in any event not later than thirty (30) days prior to the decision being implemented or such time limits as specifically contained in this Agreement.
- (f) Where changes in the working personnel are implemented, i.e., hiring, lay-offs, re-calls, terminations, transfers, and redundant positions and such other notification as contained in this Agreement, the Director of Human Resources shall notify the Unit Chairperson and the Treasurer of the Union as soon as it is practicable but in any event not later than three (3) working days. Such notification may be made by way of personal service or registered mail post-marked within the three (3) day period as aforesaid.
- (g) When requests are made to the Employer by an employee in accordance with the Agreement or where transfers are made of a temporary nature within the terms of this Agreement (no longer than six (6) months' duration), such notification or request shall pass between the Employer and employee.

4.02 The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

4.03 (a) When an Immediate Supervisor feels it is necessary to reprimand an employee, the reprimand shall be made in private and where such reprimand may result in demotion, suspension or dismissal of an employee, the employee being reprimanded shall be accompanied by a Union Representative. The Immediate Supervisor may have in attendance another supervisor.

(b) In the event that an employee has been reprimanded as outlined in 4.03 (a), such employee shall be provided, in writing, the particulars which caused the reprimand and the Unit Chairperson shall receive a copy.

(c) Such reprimand shall remain on an employee's record for a period of eighteen (18) months.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 In order to provide an orderly procedure for the servicing of differences between the parties and the employees' grievances which may arise hereunder, the Union may establish a Unit Grievance Committee, not more than three (3) of whom may attend meetings with the Representatives of the Employer, and the Unit Chairperson shall notify the Director of Human Resources, in writing, of the names of the members of the Unit Grievance Committee and any change thereto before the Employer shall be required to recognize them. Only two (2) duly authorized members of the Unit Grievance Committee, together with the Department Steward concerned constituting the three (3) members shall assist employees or attend meetings as provided in the Grievance Procedure.

5.02 (a) It is understood that members of the Grievance Committee and other recognized Committees have their regular work to perform on behalf of the Employer and that if it is necessary to service a grievance or perform other Union functions connected with the Agreement during working hours, they will not leave their work without first obtaining the permission of the Director, which permission will not be unreasonably withheld. When resuming their regular work they will report to such Director and, if required, will give a reasonable explanation as to their absence.

(b) It is understood that permission requested of a Director as it appears in any articles of the Agreement, should the Director not be available, the request shall be made to the next member of Management available in the Department.

(c) Union members on authorized Committees, including Grievors, meeting with the Employer on grievance up to and including Arbitration or negotiations, up to and including conciliation or at any other mutually agreed meeting, will be given a leave of absence without loss of pay.

5.03 The Union may have the services of a representative of the Canadian Union of Public Employees to assist in the hearing of grievances, as provided under the terms of this Agreement, at arbitration and at negotiations.

5.04 When an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement, he/she shall present his/her complaint to his/her Director no later than fifteen (15) working days following the date upon which he/she should have become aware of the circumstances which led up to the complaint. In the case of a complaint, requesting a monetary settlement, the

limitation shall be extended to one (1) calendar year. The Director shall have three (3) working days to verbally reply to the complaint. Failing satisfaction, the grievance may be dealt with in the following manner and sequence:

STEP 1

The employee in the presence of his/her Union Steward, shall present his/her alleged grievance in writing signed by the employee involved, to his/her General Manager or Designate within seven (7) working days after receiving the verbal reply to the complaint. The *General Manager* or Designate shall render his/her decision to the grievor with a copy to the Union Steward in writing within three (3) working days.

STEP 2

Failing settlement under Step 1 of the Grievance Procedure, the Unit Grievance Committee may submit the grievance in writing to the City Manager within five (5) working days of receiving the decision in Step 1. The City Manager shall grant the Union Grievance Committee a hearing within ten (10) working days. The City Manager shall render the Employer's decision in writing within five (5) working days to the Unit Grievance Committee with a copy to the Grievor. It is understood that the City Manager may have the assistance of any other management representatives.

- 5.05** Failing settlement under Step 2 of any differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 6 herein, and if no written notification is received within forty (40) calendar days after the decision in Step 2 is given, it shall be deemed to have been abandoned.
- 5.06** Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.
- 5.07** The time limits provided under the Grievance Procedure may be extended by mutual agreement of the parties.
- 5.08** A Policy Grievance Procedure is hereby recognized whereby either party to this Agreement may submit any matter in dispute to grievance beginning at Step 2 of the Grievance Procedure. However, such grievance shall not include matters upon which employee(s) are personally entitled to grieve.
- 5.09** All decisions arrived at between the representatives of the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 5.10** A claim by any employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended for three (3) working days or more shall be treated as a grievance if a written statement of such grievance is received and date

stamped within five (5) working days after the discharge or suspension is effected. Such special grievance may be settled under Grievance or Arbitration Procedure by:

- (a) Confirming the Employer's action in dismissing or suspending the employee;
- (b) Re-instating the employee with full compensation for the time lost; or
- (c) By any other arrangement which may be deemed just and equitable.

5.11 It is agreed that an appeal by an employee to an elected or appointed non-staff official of the City Council or of a Board or Commission of the City of Brantford over a matter that is being or could be grieved under the terms of this Agreement, or could be the subject of an appeal under Article 10 of the Job Evaluation Plan shall constitute a breach of this Agreement. Violation of this clause shall render an employee liable to disciplinary action up to and including dismissal.

5.12 It is understood that the Union may have the services of the local Union Chief Steward without **loss** of pay to assist in the hearing of grievances at Step 2 and thereafter of the Grievance Procedure.

ARTICLE 6 - ARBITRATION

6.01 When either party requests that any difference be submitted to arbitration, it shall notify the other party in writing and at the same time name their Nominee. Within five (5) working days thereafter, the other party shall name their Nominee. The two Nominees **so** nominated shall select by agreement a Chairperson of the Arbitration Board. If the Nominees are unable to agree upon such a Chairperson within a period of five (5) days following the date of their appointment, either nominee may then request the Minister of Labour for the Province of Ontario to Appoint a Chairperson.

Correspondence on this matter will be addressed to the Unit Chairperson for the Union with a copy to the C.U.P.E. National Representative, and the Human Resources Director for the Corporation.

6.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

6.03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

6.04 The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

6.05 The proceedings of the Arbitration Board will be expedited by the parties thereto and the decision of the majority of such Board will be final and binding upon the parties thereto and the employees concerned.

- 6.06** Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expenses of the Chairperson of the Arbitration Board.

ARTICLE 7 - No STRIKE AND No LOCKOUT

- 7.01** In view of the orderly procedure for settling grievances, following the signing of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail or interfere with work or the Employer's operations during the life of this Agreement.

The Union agrees that if any such collective action takes place, it will repudiate it forthwith and require its members to return to work. Any employee participating in any such strike will be subject to discipline, including discharge.

- 7.02** In the event that any employee, other than those covered by this Agreement, engages in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines.

ARTICLE 8 - SENIORITY, PROMOTIONS, STAFF CHANGES

- 8.01 (a)** Seniority List: Seniority is preference or priority measured by length of service. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up to date seniority list shall be placed on the bulletin board of each Department by the 15th of January and July of each year. Copies shall be sent to the Unit Chairperson and the Secretary of the Union.
- (b)** Seniority for New Employees: Newly hired employees shall be considered on a trial basis for a period of forty-five **(45)** worked days within a four **(4)** month period, or such other extended period of time as may be mutually agreed upon, and after satisfactory completion of such trial period, seniority shall be effective from the original date of employment.
- (c)** Seniority During Absence: If an employee is absent from work because of sickness, accident, lay off or leave of absence approved by the Employer, he/she shall not lose seniority rights. An employee shall lose his/her seniority in the event:
- (1)** He/she is discharged for just cause and is not re-instated.
 - (2)** He/she resigns.
 - (3)** He/she is absent from work in excess of three **(3)** working days without notifying the Department Head or Deputy Department Head, unless such notice was not reasonably possible.

(4) He/she fails to report for work within ten (10) days after being notified by registered mail to return to work following a lay off or fails to notify the Director of Human Resources by registered mail postmarked within five (5) days after receipt of such notice of his/her intention to report for work.

(5) He/she is laid off for a period of longer than twelve (12) consecutive months.

(6) He/she fails to return to work upon termination of an authorized leave of absence without reasonable proof for the cause of delay.

8.02 (a) When making transfers, promotions (excluding promotions to positions outside of the Bargaining Unit which shall not be subject to the terms of this Agreement), lay-offs or recalls, seniority shall apply when the employee has the basic qualifications, as outlined in the approved Job Description, to perform the work available.

(b) An employee who has been promoted shall be allowed a period of thirty (30) working days to prove his/her ability for the position. If the Employer or the employee finds he/she is unable to perform the duties of the position during such period, the employee shall revert to his/her former classification and position.

(c) An employee who has been promoted to a position with the Employer, not subject to the provisions of this Agreement, shall be allowed a period of thirty (30) working days to prove his/her ability for the position. Failing to qualify for such position, the said employee shall revert to his/her former classification and position within the Bargaining Unit.

(d) It is understood that other employees who have been promoted as a result of the changes as outlined in 8.02 (b) or 8.02 (c) will be required to revert to their former positions and classifications, due to the reverse situation.

(e) When promoted to a position not subject to the provisions of this Agreement, an employee, provided he/she does not break his/her service with the Employer, shall retain his/her seniority for one year only from the date of such promotion. It is understood that such employee shall not continue to accumulate seniority during the said one-year period.

(f) Employees occupying positions which have become redundant may exercise their seniority rights by displacing other employees with less seniority in classifications at the same or at a lower level, provided the employee has the basic qualifications (as outlined in the Job Description) to perform the duties in the classification.

i) If the employee occupying the redundant position displaces another employee at the same level then the bumping employee shall continue to receive their current rate of pay at the time.

- ii) If the employee occupying the redundant position displaces another employee at one level lower than themselves, then the bumping employee shall maintain their current rate of pay at the time of bumping for a period of one (1) year after which time they would become “red circled” and subject to Article 10.06 (c).
 - iii) If the employee occupying the redundant position displaces an employee at two (2) levels below themselves, then the employee shall maintain their current rate of pay at the time of bumping for a period of six (6) months after which time they would become “red circled” and subject to Article 10.06 (c).
 - (iv) If the employee occupying the redundant position displaces an employee more than two (2) levels below themselves, then the employee would become “red circled” and subject to Article 10.06 (c).
- (g)** A lay-off shall be defined as a reduction in the work force or a reduction in the standard hours of work as defined in this agreement of more than forty-eight **(48)** hours duration, due to lack of work.
- (h)** In the event of a lay-off, employees may exercise their seniority rights by displacing other employees with less seniority in classifications at the same or at a lower level, provided the employee has the basic qualifications (as outlined in the Job Description) to perform the duties of the classification.
- i) If the employee occupying the laid-off position displaces another employee at the same level then the bumping employee shall continue to receive their current rate of pay at the time.
 - ii) If the employee occupying the laid-off position displaces another employee at one level lower than themselves, then the bumping employee shall maintain their current rate of pay at the time of bumping for a period of one (1) year after which time they would become “red circled” and subject to Article 10.06 (c).
 - iii) If the employee occupying the laid-off position displaces an employee at two (2) levels below themselves, then the employee shall maintain their current rate of pay at the time of bumping for a period of six (6) months after which time they would become “red circled” and subject to Article 10.06 (c).
 - iv) If the employee occupying the laid-off position displaces an employee more than two (2) levels below themselves, then the employee would become “red circled” and subject to Article 10.06 (c).
- (i)** Employees shall be recalled in the order of their seniority.

- (j) New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with article 8.01 (c) **(4)**.
- (k) Unless legislation is more favourable, the Employer shall notify the employee(s) who are to be laid off five (5) working days prior to the effective date of the lay-off, except for an Act of God or a natural disaster.
- (l) If the employee has not had the opportunity to work the days provided in this article, he/she shall be paid for the days for which work was not made available.
- (m) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

8.03 (a) Notices of all vacancies or new positions and non-union positions (which shall include the nature of the position, the required knowledge and education, ability and skills and salary level) shall be posted on the bulletin boards of each Department for a period of five (5) working days and a copy thereof shall be sent to the Unit Chairperson of the Union before being filled. Eligible employees shall have an opportunity to apply and shall be interviewed. Following the selection of and notification to the successful applicant, all other applicants shall be advised of the Employer's decision within three (3) working days of the appointment being made.

(b) It is understood that any employee who is accepted for a posted position may be precluded from applying for another job opening at the same salary level for a period of twelve (12) months. This Article does not apply to an employee who is accepted for a posted temporary position.

8.04 Within one (1) week of commencing employment, the employee's immediate supervisor or designate, shall introduce all new employees to his/her Unit Chairperson. The Unit Chairperson shall be given an opportunity to interview each new employee within regular working hours, without **loss** of pay, for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union.

ARTICLE 9 - HOURS OF WORK

9.01(a)

- (i) The standard work week shall be composed of thirty-three (33) hours and forty-five **(45)** minutes, consisting of five (5) days of six (6) hours and forty-five **(45)** minutes each, Monday to Friday, provided however, it is agreed that the standard work week for the Works Payroll/Costing Clerk, Works Stockkeeper, Works Data Clerk, Works Accounting Clerk, Works Receptionist/Clerk, By-Law Enforcement Officers, Construction Inspectors and employees in the Traffic

Department shall not exceed forty (40) hours per week. The standard work week for Early Childhood Educators shall be thirty-five (35) hours per week.

- (ii) The standard hours of work for students shall be the same hours of work as the department in which they work, effective January 1, 2006.
- (b) It is expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or be construed to be, a guarantee as to the hours of work per day or as to the hours of work per week.
- (c) The standard hours of work for thirty-three and three-quarter (33-3/4) hour workers shall be from 8:30 a.m. to 4:30 p.m., with one and one-quarter (1-1/4) hours allowed for lunch period. These hours may be amended for certain positions or circumstances with the mutual agreement of the parties.
- (d) The standard hours of work for Construction Inspectors shall be from 8:00 a.m. to 4:30 p.m., with thirty (30) minutes allowed for an unpaid lunch period. The standard hours for Works Payroll/Costing Clerk, Works Stockkeeper, Works Accounting Clerk, Works Data Clerk, Works Receptionist/Clerk and employees in the Traffic Department shall be from 8:00 a.m. to 4:00 p.m., with thirty (30) minutes allowed for a paid lunch period. The standard hours for By-Law Enforcement Officers shall be from 8:30 a.m. to 5:30 p.m., with one (1) hour allowed for unpaid lunch.
- (e) The lunch period and the rest period shall be taken at a time suitable to the operation of each Department as arranged by the immediate supervisor.
- (f) For the efficiency of the operation, the standard starting and quitting times may be changed by mutual agreement of the parties.

Those employees who are members of this Unit who are working at locations other than the City Hall will adopt hours as in their work location. The summer hours for employees in the Works Department excluding the Works Receptionist/Clerk are 7:00 a.m. to 3:00 p.m. commencing the last weekend in May to Labour Day weekend. The standard hours of 8:00 a.m. to 4:00 p.m. will be in effect after Labour Day.

- (g) Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of each shift. The fifteen (15) minute rest period should be taken at the job location except when conditions warrant. The period off the job shall not exceed fifteen (15) minutes.

ARTICLE 10 - SCHEDULE OF WAGES, OVERTIME RATES AND JOB EVALUATION

- 10.01 (a)** The Employer agrees to pay and the Union agrees to accept, for the term of this Agreement, the salary schedule attached hereto as Schedule "A".

- (b) Employees will be paid by direct deposit on a weekly basis with pays calculated based on an hourly rate unless mutually agreed otherwise by the parties.
- (c) The Employer agrees to grant equal pay to all members of the Union for equal work, regardless of the gender of the employee concerned.
- (d) Authorized work performed in excess of the employee's standard work week or standard work day will be paid at the rate of time and one-half his/her regular hourly rate, provided that overtime premium payment shall not pyramid. The employee shall be permitted to indicate his/her preference for payment, either at the rate of time and one-half (1 1/2) his/her regular rate of pay, or for time and one-half lieu time off. However, should such employee request that he/she be reimbursed for overtime with time and one-half lieu time off, and if this is approved, this would only be permitted provided that such lieu time off is taken at a mutually agreed upon time.
- (e) Authorized overtime work performed on a Sunday shall be paid at the rate of double the employee's regular hourly rate.
- (f) Authorized work performed on a paid holiday, defined in Article 11 except Christmas or New Year's Day, shall be paid at the rate of time and one-half the employee's regular hourly rate in addition to any holiday pay to which he/she may be entitled.
- (g) Authorized work performed on Christmas or New Year's Day shall be paid at the rate of double the employee's regular hourly rate. Should the employee work four (4) hours or more, he/she shall also be entitled to a lieu day off or pay therefor at his/her regular hourly rate. Should the employee work less than four (4) hours, he/she shall be entitled to lieu time off or pay therefor on a time for time basis at his/her regular hourly rate. It is understood that lieu time off, as contained in this article, will be taken at a mutually agreed upon time.
- (h) An employee called in to work outside of his/her normal shift shall be paid two (2) hours pay at straight time for reporting plus time and one-half the rate for hours worked.

JOB EVALUATION

- 10.02** The evaluation of jobs shall continue to be made in accordance with the Job Evaluation Manual, as revised by the parties, herein referred to as the "Manual", which includes the Point Evaluation method and such other techniques as included therein. A copy of the Job Evaluation Manual shall be supplied to the members of the **Job** Evaluation Committee and the Unit Chairperson.
- 10.03** The duties of the Committee, the procedure for job evaluation and the procedure for an appeal from a decision of the Committee, shall be as established in the Manual.

- 10.04** The method of job evaluation adopted in Article 10.02 may be amended from time to time, in whole or in part, upon the unanimous recommendations of the committee and the agreement of the parties to this Agreement.
- 10.05** The job classification of employees, as evaluated pursuant to the Manual mentioned in Article 10.02 or other agreed upon methods as of the signing of this Agreement or in the future, shall be included within the appropriate salary level set out in Schedule "A" in accordance with their evaluated positions.
- 10.06** Individual existing wage rates in excess of the rate established by the Job Evaluation shall be known as "red circle" rates.
- (a) Employees, who are receiving wages based on rates in excess of the rate assigned to their job classification at the time of the signing of this Agreement, shall continue to receive a wage which is no less than the wage they received prior to the signing of this Agreement, which rate shall be considered to be "red circled".
- (b) It is understood that rates considered to be "red circle" rates within the meaning of Article 10.06 and 10.06(a) herein, shall not be deemed to be within the wage schedule established by this Agreement, except where specific provision is made on their behalf elsewhere in this Agreement in respect of a negotiated increase. An employee whose rate has been "red circled" shall continue to receive no less than the "red circle" rates so long as he/she continues within the classification for which the rate was established.
- (c) It is understood that a "red circle" rated employee, as mentioned in Article 10.06, 10.06(a) and 10.06(b), shall receive fifty percent (50%) of all negotiated increases for his/her classification during the duration of his/her "red circled" rate.

ARTICLE 11 - PAID HOLIDAYS

11.01 All employees shall receive the following holidays and any holiday proclaimed by the Federal, Provincial or Municipal Government, at their regular rate of pay:

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

Should New Year's Day, Christmas Day, Boxing Day, Remembrance Day or Canada Day fall on other than an employee's regular working day and if it is not proclaimed or observed on a regular working day, an employee shall be entitled to one (1) day of holiday with pay for that day at a time mutually agreed to by the employee and his/her immediate Supervisor.

In the event that a paid holiday falls within an employee's vacation period, he/she will have the option of being granted an extra day of vacation at a time mutually agreed upon or pay therefore at the employee's regular rate of pay.

11.02 Christmas Eve and New Year's Eve

It is understood that a Policy will be developed to ensure that any changes of the Hours of Work on the above-mentioned days will be consistent in all Units.

ARTICLE 12 - VACATIONS

- 12.01** Employees hired between January 1st and June 30 shall be entitled to one (1) day of vacation with pay at the employee's regular hourly rate for each complete month of service between the employee's start date and December 31 of the first vacation year to a maximum of ten (10) days.
- 12.02** Employees hired after June 30th shall be entitled to no vacation in that first year but to be paid at four (4) percent of their annual gross earnings effective December 31.
- 12.03** Employees on the active payroll with one (1) full year's continuous service shall be entitled to two (2) weeks vacation with pay in the year in which the one (1) year of service is completed and thereafter.
- 12.04** Employees on the active payroll with four (4) years continuous service shall be entitled to three (3) weeks vacation with pay in the year in which the four (4) years service is completed and thereafter.
- 12.05** Employees on the active payroll with ten (10) years continuous service shall be entitled to four (4) weeks vacation with pay in the year in which the ten (10) years service is completed and thereafter.
- 12.06** Employees on the active payroll with sixteen (16) years continuous service shall be entitled to five (5) weeks vacation with pay in the year in which the sixteen (16) years service is completed and thereafter.
- 12.07** Employees on the active payroll with twenty-six (26) years continuous service shall be entitled to six (6) weeks vacation with pay in the year in which the twenty-six (26) years service is completed and thereafter.
- 12.08** In the selection of dates, every effort will be made to allow the employees to exercise their choice in accordance with their seniority status. It is understood between the parties that a maximum of five (5) days vacation can be carried over into the subsequent year.

12.09 (a) All time lost from work due to absences from work for any reason will reduce vacation pay entitlement in the same proportion as the factor by which periods of absence relate to the full vacation year with the following exceptions:

(i) Time off for paid sick leave under the sick leave credit system under the Collective Agreement;

(ii) Union leave under the Collective Agreement, excluding leaves to take a position within the Union.

(b) Notwithstanding the foregoing, time lost while in receipt of Workers' Compensation benefits either:

(i) exceeding sixty (60) working days, whether continuous or not in a vacation year; or

(ii) exceeding sixty (60) continuous working days spanning two (2) vacation years,

will reduce vacation pay entitlement in the same proportion as the factor by which the periods of absence relate to the full vacation year. Accumulated days can only be counted once in order to determine whether pro-rating is applicable.

(c) Pro-rating of employees on Workers' Compensation under this clause will cease once the employee has returned to work and the Corporation has started to pay wages directly. Top-up payments will not be included as "wages paid directly".

(d) In any of the foregoing circumstances, vacation pay entitlement shall be pro-rated taking into account the total length of the period of absence.

(e) The vacation pro-rating provision will be effective commencing in the 1994 vacation year.

ARTICLE 13 - EMPLOYEE BENEFIT PLANS

13.01 The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months' of service, the benefits of the Ontario Health Insurance Plan.

13.02 The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months of service, life insurance, including AD. & D. in the amount of twice their basic salary, the amount to be the closest even one thousand dollars (\$1,000). The Employer shall provide at no cost to the employees, except students and employees hired under a government subsidized program, on the active payroll who have completed three (3) months of service, a Long Term Disability Salary Replacement Program which will provide employees a payment of 75% of their monthly pay up to a maximum of four thousand dollars (\$4,000) per month, subject to the one hundred and twenty (120) days waiting period and the conditions as set forth by

the carrier. L.T.D." Own occupation for two (2) years" shall be added to the terms of the L.T.D. Plan. Details of the Plan will be provided in the Employee Booklet.

- 13.03** The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months' service, an Extended Health Plan on a pay direct non-deductible basis. Such coverage shall include the present benefits including:

Private and Semi-private Hospital Coverage

Vision Care	-	Effective April 1, 2005	- \$235.00
		Effective April 1, 2006	- \$245.00
		Effective April 1, 2007	- \$250.00
		Effective April 1, 2008	- \$260.00

One eye exam every 24 months – Effective April 1, 2006

Hearing Aid expenses to a maximum of three hundred (\$300.00) dollars during a lifetime, subject to the carrier's limitations.

Effective April 1, 2005 - \$500.00 / Lifetime

Chiropractic & Massage - \$200.00 max per year – Effective April 1, 2007
- combined maximum with physician authorization

- (a) If any employee retires and is in receipt of an early retirement pension from OMERS, the Corporation will provide them with the Extended Health Plan and the Dental Care Plan as provided in Articles 13.03 and 13.04 at their time of retirement until they reach the age of sixty-five (65) years.
- (b) The Employer agrees to make available optional group life insurance at group life rates for all retirees at no cost to the Employer.

- 13.04** The Corporation shall pay 100% cost of the Insurance Plan Premiums to a Carrier on a cost sharing basis, 80% by the Employer, 20% by the employee, for employees, except students, on the active payroll, who have completed three (3) months' service, a basic Dental Care Plan to include denture repair and re-lining and complete dentures at 50% deductible. The current O.D.A. schedule rates will apply.

Effective April 1, 2005 - \$1,250.00 max per year
Effective April 1, 2006 - \$1,500.00 max per year
Effective April 1, 2007 - \$1,750.00 max per year
Effective April 1, 2008 - \$2,000.00 max per year

13.05 The Carrier of such insurance benefits and other benefits as outlined in 13.02, 13.03, and 13.04, will be the Employer's choice. Should the Carrier be changed during the term of this Agreement, the insurance coverage shall be no less than those presently being provided to the employees.

(a) The Corporation may substitute a plan underwritten by a carrier other than Manulife provided such plan provides same or better coverage at no extra cost to the employee. The agreement of the Union is required.

13.06 The Employer agrees to apply by September of each year for a reduction in the premium payment under the provisions of the E.I. if the present sick leave plan meets the criteria for such reduction. Any reduction in the employees' contributions will be refunded to the employee in a lump sum as prescribed in the regulations.

13.07 In the event of an employee being laid off, the Corporation will pay the premiums for such benefits to the end of the month in which the lay-off occurs.

13.08 Subject to the provision of the collective agreement and legislation, benefit coverage will continue only for absences due to illness, disability and workers' compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and twenty (120) consecutive days. "Benefit Coverage" includes life insurance, AD.&D., L.T.D., Extended Health Plan and Dental Plan.

13.09 In addition to the Canada Pension Plan, eligible employees shall join the Ontario Municipal Employee's Retirement System Plan (O.M.E.R.S.). The Corporation and the employee shall make contributions in accordance with the provisions of the O.M.E.R.S. Plan. If desired by an employee, purchase from O.M.E.R.S. of Broken Service for 10 September 1984 to 21 December 1984 may be paid by pro-rata payroll deduction on an individual basis.

13.10 (a) Each employee who has completed his/her probationary period shall be credited with one and one-half (1-1/2) days' sick leave for each calendar month of service with the Employer. Each employee shall continue to accumulate sick leave during the first five (5) absences in any calendar year. However, for any and all subsequent periods of absence, there shall only be a one (1) day accumulation during the month or months in which such absences occur.

(b) All accumulated sick leave bank credits as of December 31, 1984 will be transferred to a reserve, in trust, to the employee's credit and there shall not be any additional accumulation. It is understood that such sick leave credits are frozen only insofar as cashout is concerned and should an employee not have sufficient sick leave from his/her new accumulation, his/her frozen sick leave bank can be used for illnesses or other absences referred to in this article.

(c) (i) Effective January 1, 1998 all employees will receive a sick leave credit at the rate of one and one-half (1 ½) days per month until such sick leave credit reaches (one

hundred and seventy (170) days. There shall be no cash-out provision on the accumulation after January 1, 1985.

(ii) Notwithstanding the provisions of Article 13.14, students shall be entitled to accumulate sick leave at the rate of one and one-half (1 ½) days per month from the date of commencement of employment. Such entitlement shall not be cumulative from one work term to another and there shall be no cash-out provision.

(d) The sick leave bank will be deducted for each absence and upon return to work the sick leave bank will be credited at one and one-half (1 ½) days per month until the bank is reimbursed up to a maximum of one hundred and seventy (170) days effective January 1, 1998. Should an employee not have sufficient credits to qualify for the one hundred and twenty (120) day waiting period in his/her active bank, he/she would be eligible for E.I. sick benefits or may use the sick leave bank credit which he/she earned prior to December 31, 1984.

13.11 When an employee is given a leave of absence without pay for any reason for more than one (1) week, or is laid off on account of lack of work and returns to the service of the employer upon expiration of such leave of absence, he/she shall not receive credit for the period of such absence, except as may be otherwise approved and authorized by the Employer, but shall retain his/her cumulative sick leave credit, if any, existing at the time of such leave.

13.12 The number of days or parts of days for which an employee received "sick pay" shall be deducted in hours from his/her cumulative sick pay credit.

13.13 (a) (i) In order to qualify for sick leave pay, employees are required to arrange to have their immediate Supervisor notified of their inability to be at work. It is understood that employees may use sick leave for attendance at Doctor's or Dentist's appointments. However, such appointments shall not be counted as absence under Article 13.10 (a).

(ii) Notwithstanding the provisions of (a) (i) above, students, for each absence of two (2) working days duration, shall present a Doctor's certificate as defined in Article 13.13(a) (i) to the Employer prior to the student returning to his/her duties.

(iii) Upon return to work after a period of three (3) days absence due to illness or disablement, it is the responsibility of the employee to produce a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties. Forms for this purpose are available from his/her immediate supervisor. The Employer, however, after the fifth period of absence in any calendar year may require a medical certificate for any period of illness or disablement.

In the case of sickness or disablement lasting three (3) days or more, employees are required to produce a certificate from a duly qualified medical practitioner verifying their inability to attend work and certifying that they are not fit to resume their regular duties or modified duties.

(b) An employee shall be allowed to use five (5) days of sick leave accumulation per annum for absences due to the illness of a spouse, child or parent. For one (1) day's absence no medical certificate shall be required; for longer periods, an employee shall be required to produce a certificate from a qualified medical doctor certifying the illness. Such periods of absence shall be deducted from the sick leave bank but shall not be counted as absence under Article 13.10 (a). It is expressly understood that the provisions of this Article are intended for emergency illnesses. An employee shall not be guaranteed payment for such leave of absence should he/she be aware of scheduled treatment which requires hospital confinement more than five (5) calendar days prior to such confinement.

It is expressly understood that the provisions of this Article are intended for emergency illnesses. It is further understood that "**emergency illnesses**" means an unforeseen combination of circumstances that requires immediate action.

(c) An employee transporting his spouse to or from the hospital due to pregnancy or when he/she is required to attend his/her family member in the hospital, shall be granted such leave.

13.14 Any or all of the unused portion of the sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year, or upon termination, and brought forward in days. An employee's sick leave credit shall be available for scrutiny in the Human Resources Department by the employee concerned. A Union Representative may, with permission of the employee concerned, scrutinize that employee's sick credit record in the Human Resources Department.

13.15 When an employee is absent due to a workplace accident and is in receipt of Workplace Safety and Insurance Benefits, the Corporation will when requested by the employee, make up the difference between the benefit allowance and the employee's net pay. At no time is the benefit top up to exceed 100% of the employee's net pay.

The top up amount will be debited by the appropriate number of hours from the employee's sick leave credits. Employees returning to work from a workplace accident shall be required to submit a medical certificate from a duly recognized practitioner verifying that the employee is able to return to work.

13.16 Upon termination of employment an employee shall be entitled to one-half (½) of the number of sick days standing to his/her credit in the frozen sick leave bank on the basis of the employee's regular weekly basic rate of pay divided by five. The amount shall be the maximum of six (6) months' salary. In the event of death, this cumulative sick leave credit shall be paid to the employee's beneficiary.

13.17 The parties agreed that the employee's sick leave credits will not be posted on the Seniority List, however, it is understood that employees will be given a notice twice yearly advising them of their total sick leave credit and balance.

ARTICLE 14 - CLOTHING

14.01 All personnel will be supplied with uniforms, protective clothing and/or safety apparel. Such clothing and/or safety apparel shall be kept available by such personnel at all times for their use as conditions dictate and/or as required by the Employer. Building Inspection employees (outside) shall be supplied with Rain Coats.

14.02 Personnel will receive an eighty dollar (\$80.00) payment to assist in the purchase of approved safety shoes or boots as required by the Employer will receive the like amount to assist in the purchase of one pair of C.S.A. safety approved shoes or boots as required by the Employer provided he/she remains in the employment for the period for which he/she has been hired or for a period of at least three (3) months.

- Effective April 1, 2006 - \$ 120.00
- Effective April 1, 2007 - \$ 130.00

(a) In accordance with Article 14.02, those students that are eligible for boot allowance will receive it once during their employment with the Corporation.

14.03 Annually, active full-time Pollution Control and Traffic Department employees on the seniority list as of January 1st, shall have the opportunity to select clothing items from a clothing list provided by the Corporation to a maximum annual dollar value inclusive of all taxes.

- Maximum Annual Dollar Value:
- Effective April 1, 2006 - \$220.00
 - Effective April 1, 2007 - \$230.00

(a) New full-time Pollution Control and Traffic Department employees will receive the following clothing issue upon satisfactory completion of their probation period:

- Three (3) pairs of work pants
- Three (3) long sleeve work shirts
- Three (3) short sleeve work shirts

(b) It is understood that any clothing provided to employees is to be worn during working hours and that all articles of clothing identifying the City Department supplied by the Corporation is to be returned or have the identifiers removed in the event an employee is leaving the employ of the department for any reason.

(c) Laundering and proper care of all clothing is the responsibility of the employee and clothing issued is not to be defaced or altered in an appearance or intent.

(d) It is expressly understood that employees shall be properly and suitably dressed and neat in appearance and violation of this Article shall render an employee liable to discipline.

ARTICLE 15 - UNION DUES

- 15.01** The Employer agrees to deduct from each pay of each calendar month from employees, including students, a sum equivalent to the amount of Union dues and/or assessments as advised by the Union.
- 15.02** The Employer shall remit, prior to the 15th of the month, such amount to the Secretary-Treasurer of the Union together with a monthly statement listing members of the Union on whose behalf such deductions have been made.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 (a)** Leave of absence without pay and without **loss** of seniority may be granted for legitimate personal reasons. It is understood that any application for leave of absence is subject to reasonable notice in writing to the Human Resources Department, and in the event any such leave of absence is not used for the purpose granted, the employee is subject to discipline which may include dismissal.
- (b)** Any employee who is selected for a full time position with the Union shall be allowed or given a leave of absence by the Employer without **loss** of seniority and without pay, but there shall be no accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the City Manager and such renewal shall not be unreasonably withheld.
- (c)** When the Union requests time off without pay for an employee or employees to perform Union business, and if such time off **is** granted, the Union shall reimburse the Corporation for the continuance of such employees on the payroll.
- 16.02 (a)** Upon application in writing to the Director of Human Resources by the Secretary of the Union, a maximum of three (3) employees from the Unit shall be allowed or given a leave of absence with pay and without **loss** of seniority to attend such Union convention and/or seminar as a delegate of the Union. Such leave of absence shall not exceed five (5) working days' duration at any one time.
- (b)** Application for such leave of absence shall be made at least ten (10) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation but shall not be unreasonably withheld.
- (c)** The payment in any one calendar year shall be deducted from the twenty-eight (28) day maximum allotment for all Units.
- 16.03** Pregnancy/Parental and Adoption leaves of absences shall be in accordance with the Employment Standards Act and amendments made thereto.

The employee who is granted such leave shall be responsible for maintaining the full amount of the self-pay premiums of Ontario Health Insurance Plan and the Group Benefit Plan.

- 16.04** The Employer shall grant an employee a leave of absence of a minimum of three (3) days without loss of pay upon the death of a member of his/her immediate family for the purpose of mourning. "Immediate family" shall mean an employee's spouse, children, grandchildren, grandparents, step-children, parents, step-parents, brothers, sisters, step-brothers, step-sisters, parents of current spouse, spouse of brother or sister and sister or brother of spouse.
- 16.05** Up to two (2) employees, designated by the Union, shall be allowed time off (not to exceed one-half (1/2) day for each employee), with pay to attend the funeral of a fellow employee or retired employee as Representatives of the Union.
- 16.06** All employees who are required to serve as jurors, or subpoenaed as a witness in any court in Ontario shall be granted a leave of absence for this purpose upon application to the Director of Human Resources. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of his/her jury or witness service, such employee shall present to his/her immediate Supervisor a satisfactory certificate showing such period of service. Such employee will be paid his/her full salary for the period of such jury service or witness service provided he/she shall deposit with the Corporation, through the Human Resources Department the full amount of the compensation received, excluding mileage and travel expense, and an official receipt therefor. However, should the employee present himself/herself for the selection as a juror and not be selected, then he/she shall be required to return to his/her regular employment to complete his/her remaining normally scheduled work day.

ARTICLE 17 - TECHNOLOGICAL CHANGE

17.01 Technological Change - Advance Notice

The Employer shall notify the Union three months before the introduction of any technological change.

The Labour-Management Committee will discuss Technological Change as it affects employees in advance of any implementation.

17.02 Technological Change - Income Protection

An employee who is displaced from his/her job by virtue of technological change will suffer no reduction in normal earnings for a period of six (6) months from date of implementation.

17.03 Technological Change - Training Benefits

Where new or greater skills are required than are already possessed by affected employee(s) under the present methods of operation, such employee(s) shall, at the expense of the Employer, be given a period of time not to exceed the six months during which they may perfect or acquire the skills necessitated by the new method of operation.

17.04 Additional Training

Should a need for the perfection or acquisition of skills require a training period longer than six months, the additional training time shall be a subject for discussion between the Employer and the Union.

ARTICLE 18 - GENERAL

18.01 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its duly authorized representatives and pledges that it and each of its duly authorized representatives shall observe the provisions of this Agreement.

18.02 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union and pledges that it, each of its duly authorized officers and representatives and the employees covered by this Agreement, shall observe the provisions of this Agreement.

18.03 An employee who is required to have a vehicle available as a condition of employment *, will be reimbursed in accordance with Administrative Policy No. 65 retroactive to August 22, 2005 with annual adjustments effective January 1 as per the policy.

*(This condition shall be included on each employee's Job Description and applicable Job Postings and are marked with an * in Schedule "A").

Employees authorized to use their private vehicles for Employer's business shall be entitled to receive the difference in insurance premium (up to \$80.00) applicable to business use as against pleasure and work use for public liability, property damage, collision and comprehensive. Such compensation shall be paid within two (2) weeks of the employee producing a receipt for same to his/her immediate Supervisor. All employees required to use such private vehicles on Employer business shall be required to have such public liability and property damage coverage.

In the case of an employee who is entitled to the car allowance and who is absent from work on sick leave or Workers' Compensation, the car allowance shall be paid for the month in which the employee ceased working and the following month only. The employee shall receive car allowance again on his/her return to work commencing with the month in which they returned.

18.04 Any employee who is required and authorized to work a minimum of two (2) hours overtime shall be entitled to a seven dollar (\$7.00) meal allowance provided that not more than one (1) hour has elapsed between his/her regular stopping time and his/her return to work.

18.05 It is agreed that those employees transferred to another classification, excluding those employees demoted under the terms of this Agreement, shall be paid no less than the rate they are presently receiving. An employee shall receive the higher of his/her own rate or the rate for the job to which he/she is assigned in excess of one (1) shift.

These provisions shall not include relief during annual paid vacations.

18.06 The Recording Secretary of the Union shall, after any change of officers of the Union, send a list of the changes to the Human Resources Department within ten (10) days of such changes.

18.07 The Unit Chairperson of the Union shall notify the Human Resources Department of the Employer in writing, designating the personnel constituting the Bargaining Committee for the said Union at least three (3) months prior to the termination of this Agreement.

18.08 All words in this Agreement in singular and masculine shall, when the context so requires, include the plural or the feminine. All words in this Agreement that pertain to gender shall, wherever possible, be gender neutral.

18.09 Notices required to be given under any of the provisions of this Agreement shall, in the case of the Union be directed to the Unit Chairperson; in the case of the Employer, be directed to the Director of Human Resources, except as otherwise designated.

18.10 Appendixes "A", "B", "C", "D", "E" and "F" attached hereto form part of this Agreement,

18.11 In the event of development of Regional Government or other service sharing arrangement between or among Municipalities involving the City of Brantford and affecting the employees of this Agreement, the Director of Human Resources shall notify the Secretary of the Union at least one hundred and twenty (120) days before, or where circumstances are such that such notice is not practicable, give the Union reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of the employees in order that the Union may be given an opportunity to discuss such matters with the Employer.

18.12 The parties agree that it is in the interest of everyone concerned to have a Health and Safety Committee. A minimum of two (2) representatives each from the Union and the Employer shall sit on the Committee. The function of the Health and Safety Committee will be determined by the Health and Safety Committee from time to time to deal with any matter concerning health and safety referred to it by either party to this Agreement.

18.13 Employees employed in positions, which require a Professional Designation as a condition of employment shall be entitled to receive reimbursement for the payment of such professional membership dues.

ARTICLE 19 - DURATION

19.01 Unless changed by mutual consent, the terms of this Agreement shall continue in effect until March 31, 2009 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

19.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.

19.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act, R.S.O., 1995, have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this _____, day of _____ 2007.

The Corporation of the City of Brantford

C.U.P.E. Local 181, City Hall Unit

Mayor, Mike Hancock

J. Squires, National CUPE Representative

City Clerk, Darryl Lee

J. Davidson, Unit Chair

N. Wood, Negotiation Committee

W. Dawdy, Negotiation Committee

R. Lanckriet, Negotiation Committee

Schedule "A"
Positions listed as of April 1 2007

Level and Position			Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
Level 1	0 - 200		03-Apr-05	\$14.148	\$14.699	\$15.172	\$15.723
			02-Apr-06	\$14.573	\$15.140	\$15.627	\$16.195
			01-Apr-07	\$15.010	\$15.594	\$16.096	\$16.680
			30-Mar-08	\$15.460	\$16.062	\$16.579	\$17.181
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Level 2	201 - 230		03-Apr-05	\$15.667	\$16.275	\$16.803	\$17.412
			02-Apr-06	\$16.137	\$16.763	\$17.308	\$17.935
			01-Apr-07	\$16.621	\$17.266	\$17.827	\$18.473
			30-Mar-08	\$17.120	\$17.784	\$18.362	\$19.027
<hr/>							
Level 3	231 - 260		03-Apr-05	\$17.209	\$17.884	\$18.459	\$19.122
			02-Apr-06	\$17.726	\$18.420	\$19.012	\$19.696
			01-Apr-07	\$18.257	\$18.973	\$19.583	\$20.286
			30-Mar-08	\$18.805	\$19.542	\$20.170	\$20.895
Accounting Clerk – Payroll Accounts Payable Verification Clerk Administrative Assistant – Brantford Power Administrative Assistant – Child Care Administrative Assistant – Regulatory Compliance & Governance Administrative Assistant – Finance Administrative Assistant – Fire Administrative Assistant – Parks Operations & Development Billing Services Representative Cashier Corporate Records Clerk Data Clerk – Engineering General Accounting Clerk Receptionist/Clerk - C.A.O. / Mayor's Office Receptionist/Clerk - Parks & Recreation Receptionist/Clerk - Public Works Surveyor's Assistant Tax Clerk Tax Maintenance Clerk							

Level and Position			Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
Level 4	261 - 290		03-Apr-05	\$18.728	\$19.460	\$20.079	\$20.811
			02-Apr-06	\$19.290	\$20.044	\$20.681	\$21.435
			01-Apr-07	\$19.869	\$20.645	\$21.302	\$22.079
			30-Mar-08	\$20.465	\$21.264	\$21.941	\$22.741
Accounting Clerk - Parks & Recreation							
Accounting Clerk - Public Works							
Accounts Payable Clerk							
Administrative Assistant – Economic Development							
Administrative Assistant/Training Coordinator – Information Technology							
Administrative Assistant – Tourism							
Building Services Assistant							
Business Resource Clerk							
Cook Housekeeper							
Corporate Records/Duplicating Clerk *							
Customer Service Clerk							
Customer Service Representative– Tax							
Data Clerk – Public Works							
Engineering Office Assistant							
Environmental Services Assistant							
Information Technology Training Coordinator *							
Infrastructure Data Clerk *							
Lead Hand - Traffic Maintenance							
Mailroom/Duplicating Clerk *							
Parking By-Law Enforcement Officer							
Property Standards Assistant							
Switchboard Operator							
Traffic Maintenance – Signs							
Vital Statistics/ Insurance Clerk							

Level 5	291 - 320		03-Apr-05	\$20.259	\$21.047	\$21.723	\$22.511
			02-Apr-06	\$20.867	\$21.678	\$22.374	\$23.186
			01-Apr-07	\$21.493	\$22.329	\$23.046	\$23.882
			30-Mar-08	\$22.138	\$22.999	\$23.737	\$24.598
Administrative Assistant – Fleet Services							
Administrative Assistant – Parking							
Administrative Assistant - Property Management							
Council & Committee Customer Service Clerk							
Early Childhood Educator							
Engineering Resource Clerk *							

Level and Position

Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
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Level			Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
5	291 - 320		03-Apr-05	\$20.259	\$21.047	\$21.723	\$22.511
			02-Apr-06	\$20.867	\$21.678	\$22.374	\$23.186
			01-Apr-07	\$21.493	\$22.329	\$23.046	\$23.882
			30-Mar-08	\$22.138	\$22.999	\$23.737	\$24.598

Laboratory Analyst
 Licensing Representative– Lottery
 Metering & Administrative Coordinator
 Stockkeeper– Public Works
 Technology / Help Desk Support Analyst *

Level			Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
6	321 - 350		03-Apr-05	\$21.778	\$22.623	\$23.354	\$24.199
			02-Apr-06	\$22.432	\$23.302	\$24.055	\$24.925
			01-Apr-07	\$23.105	\$24.001	\$24.776	\$25.673
			30-Mar-08	\$23.798	\$24.721	\$25.520	\$26.443

AM / FM Specialist & CADD Operator
 AMANDA Administrator
 Building Services Technician
 CADD Operator
 Fire Prevention Technician
 GIS Technician
 Junior Financial Analyst
 POA Administration Customer Service Clerk/Cashier
 POA Administration Court Clerk/Monitor
 Small Business Consultant
 Subdivision Technician *
 Transportation Technician *
 Works Payroll/Costing Clerk

Level			Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
7	351 - 380		03-Apr-05	\$23.320	\$24.221	\$24.998	\$25.910
			02-Apr-06	\$24.020	\$24.948	\$25.748	\$26.687
			01-Apr-07	\$24.740	\$25.697	\$26.520	\$27.488
			30-Mar-08	\$25.483	\$26.467	\$27.316	\$28.312

Accounting / Payroll Coordinator
 Application Specialist
 Assistant Supervisor - Child Care Centre
 Child Care Representative *
 Customer Service / Billing Representative
 Licensing Representative
 Network Analyst *

Level and Position			Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
Level 7	351 - 380		03-Apr-05	\$23.320	\$24.221	\$24.998	\$25.910
			02-Apr-06	\$24.020	\$24.948	\$25.748	\$26.687
			01-Apr-07	\$24.740	\$25.697	\$26.520	\$27.488
			30-Mar-08	\$25.483	\$26.467	\$27.316	\$28.312
POA Collection Clerk							
POA Court Monitor							
Survey Technician							
Traffic Systems Technologist *							

Level 8	381 - 410		03-Apr-05	\$24.841	\$25.808	\$26.630	\$27.598
			02-Apr-06	\$25.586	\$26.582	\$27.429	\$28.426
			01-Apr-07	\$26.353	\$27.379	\$28.251	\$29.279
			30-Mar-08	\$27.144	\$28.201	\$29.099	\$30.157
Building Services Technologist							
Capital Fund Analyst							
Construction Inspector/Operator *							
Credit/ Collections Representative							
Fee Subsidy Coordinator *							
Financial Analyst							
Financial Analyst - Accounting							
Financial Analyst - Tax							
Financial Analyst - Utilities							
Licensing Enforcement Officer *							
Pollution Control Inspector							
Programmer Analyst - Corporate Information							
Revenue Fund Analyst							
Technical Services Coordinator - Property Management *							
Technical Services Coordinator - Housing *							
Traffic Signal Electrician							
Transportation Technologist *							

Level 9	411 - 440		03-Apr-05	\$26.371	\$27.395	\$28.306	\$29.297
			02-Apr-06	\$27.162	\$28.217	\$29.156	\$30.176
			01-Apr-07	\$27.977	\$29.063	\$30.030	\$31.082
			30-Mar-08	\$28.816	\$29.935	\$30.931	\$32.014
Building Inspector/Property Standards Officer *							
Buyer							
CADD Coordinator							

Level and Position

Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
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Level 9	411 - 440	03-Apr-05	\$26.371	\$27.395	\$28.306	\$29.297
		02-Apr-06	\$27.162	\$28.217	\$29.156	\$30.176
		01-Apr-07	\$27.977	\$29.063	\$30.030	\$31.082
		30-Mar-08	\$28.816	\$29.935	\$30.931	\$32.014

Chief Construction Inspector
 Database Administrator
 Design Technologist *
 Electrical Construction Inspector *
 Electrical System Planner
 Engineering Technologist / Financial Coordinator *
 Environmental Engineering Technologist *
 Environmental Technologist – Solid Waste
 Infrastructure Information Technologist
 Infrastructure Systems Technologist
 Plumbing Inspector *
 Records & Office Services Coordinator
 Subdivision Technologist *
 Waste Reduction Coordinator *

Level 10	441- 470	03-Apr-05	\$27.890	\$28.959	\$29.894	\$30.985
		02-Apr-06	\$28.727	\$29.828	\$30.791	\$31.915
		01-Apr-07	\$29.589	\$30.723	\$31.714	\$32.873
		30-Mar-08	\$30.477	\$31.645	\$32.666	\$33.859

Electrical Design & Construction Technologist
 Electrical Engineering Technologist *
 Senior Plans Examiner *
 Senior Plans Examiner / AMANDA Specialist *

Level 11	471- 500	03-Apr-05	\$29.418	\$30.562	\$31.543	\$32.687
		02-Apr-06	\$30.301	\$31.479	\$32.489	\$33.668
		01-Apr-07	\$31.210	\$32.424	\$33.464	\$34.678
		30-Mar-08	\$32.146	\$33.396	\$34.468	\$35.718

SCHEDULE "B"

Students Schedule of Rates - Clerical -Weekly - Based on 33-3/4 Hours per week

Vacation Period / Work Term	03-Apr-05	02-Apr-06	01-Apr-07	30-Mar-08
1	\$10.434	\$10.747	\$11.069	\$11.401
2	\$10.940	\$11.268	\$11.606	\$11.954
3	\$11.401	\$11.743	\$12.095	\$12.458
4	\$11.863	\$12.219	\$12.586	\$12.964
5	\$12.335	\$12.705	\$13.086	\$13.479
6	\$12.943	\$13.331	\$13.731	\$14.143
7	\$13.404	\$13.806	\$14.220	\$14.647

- University Students are to start at Work Term 2

Students Schedule of Rates - Non-Clerical -Weekly - Based on 40 Hours per week

Vacation Period / Work Term	03-Apr-05	02-Apr-06	01-Apr-07	30-Mar-08
1	\$11.526	\$11.872	\$12.228	\$12.595
2	\$11.942	\$12.300	\$12.669	\$13.049
3	\$12.302	\$12.671	\$13.051	\$13.443
4	\$12.696	\$13.077	\$13.469	\$13.873
5	\$13.123	\$13.517	\$13.923	\$14.341
6	\$13.540	\$13.946	\$14.364	\$14.795
7	\$13.990	\$14.410	\$14.842	\$15.287

- University Students are to start at Work Term 2

The above rates applicable to Students shall be considered as minimum rates.



Letter of Understanding
between
The Corporation of the City of Brantford
and
The Canadian Union of Public Employees, Local 181
City Hall Unit

The Corporation of the city of Brantford and the Canadian Union of Public Employees, Local 181, City Hall Unit agree to the following:

1. The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he or she engaged in the work stoppage, or in any activity related to the work stoppage.

Labour / Management Committee

2. The parties agree to maintain a Labour / Management Committee comprised of four (4) members each of Union and Management, and upon request from either party, shall meet for the purpose of discussing issues relating to the workplace that affect the parties and/or employees bound by this Agreement.

The Labour/Management Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, or to settle grievances arising under this Agreement.

Purpose of the Committee

The purpose of the Committee shall be to:

- 1 (a) Discuss and review new full time permanent positions established by the City within thirty calendar days of Council approval of such position. Should the Committee arrive at an agreement on the status of a position, the City will implement the Committee's decision. If the position is determined to be a Union position, it will be placed in Schedule "A" of this Collective Agreement.

If the position is determined to be a non-union position, it shall be placed in the list of excluded positions in Article 2 of this Collective Agreement.

APPENDIX "A"

- (b) Notwithstanding Article 2.01 (a), should the Committee not agree on the status of a position, the position will be filled and the Union may proceed to Binding Arbitration. If no action is taken by the Union within 30 calendar days of the Union being notified by the Employer of the filling of the position, such position shall be placed in the list of excluded positions in Article 2.01 (a).
2. As determined by the Agenda, discuss change in organizational structure, merger of Departments or parts of Departments involving Union and Non-Union Personnel, (all positions involved are subject to review by the Committee), short and long range planning, technological change and any other matters.
 3. Discuss the establishment of a bumping procedure during 1985 for incorporation into the 1986 Collective Agreement.
 4. Review contract positions that exist for 18 months or longer within thirty calendar days of notice from the City that such contract position will exceed 18 months.

The establishment of this Committee shall not preclude the exercise of the rights of either party which are available through legislation, or any articles in the Collective Agreement between the City and Local 181.

The Committee shall further discuss and review the following positions as identified by the parties when they either become vacant or when more than 15% of the duties performed in any of the positions listed are adjusted. In either case the Committee shall review the positions within thirty calendar days of the vacancy or change of duties and responsibilities.

- Secretary - Civic Centre
- Clerk - Civic Centre
- Secretary to Secretary Treasurer, Committee of Adjustment
- Housing Co-ordinator
- Property Manager
- Waterfront Co-ordinator
- Stores Supervisor, Parks
- Administrative Assistant - Engineering
- Programmer Analyst I

The basis of discussion of the above-listed positions and review of positions listed, shall be the job descriptions dated 1982, which were in effect 10 September, 1984 and such job descriptions will be made available to the committee. The Committee may request additional related information.

When a determination is made whereby a position will be a bargaining unit position the Job evaluation Plan will be implemented. Any positions created or reviewed, which may require a higher rated wage level than exists in the Collective Agreement shall be placed in the Schedule of Wage Rates.

APPENDIX "A"

When amendments to the duties and responsibilities in excess of 15% of the duties results in a position becoming a bargaining unit position, the incumbent will have the option to join the Union or not.

This Letter of Understanding forms part of the Collective Agreement and the parties recognize that it is covered by Grievance and Arbitration Procedures.

Dated this _____ day of _____, **2007**.

The Corporation of the City of Brantford

C.U.P.E., Local 181, City Hall Unit

Dave Clarke
Director of Human Resources

Jim Squires
National C.U.P.E. Representative

Ted Salisbury
Commissioner, Community
Development

Jane Davidson
C.U.P.E. Local 181, City Hall Unit Chair

Anita Szaloky
Manager, HR Services

Norma Wood
C.U.P.E. Representative

Rick Lanckriet
C.U.P.E. Representative

Wendy Dawdy
C.U.P.E. Representative



Letter of Understanding

between

The Corporation of the City of Brantford

and

The Canadian Union of Public Employees, Local 181

City Hall Unit

The Corporation of the City of Brantford and the Canadian Union of Public Employees, Local 181, City Hall Unit recognize the dynamics of the job market and situations where there could be an increased temporary demand for certain types of skills and positions. With mutual agreement of the parties the Corporation may pay market sensitive positions in a higher band in order to respond to these circumstances.

Where objective market data has been provided to the Union such agreement will not be unreasonably withheld by the Union.

Dated this _____ day of _____, 2007

The Corporation of the City of Brantford

C.U.P.E., Local 181, City Hall Unit

Dave Clarke
Director of Human Resources

Jim Squires
National C.U.P.E. Representative

Ted Salisbury
Commissioner, Community
Development

Jane Davidson
C.U.P.E. Local 181, City Hall Unit Chair

Anita Szaloky
Manager, HR Services

Norma Wood
C.U.P.E. Representative

Rick Lanckriet
C.U.P.E. Representative

Wendy Dawdy
C.U.P.E. Representative



Letter of Understanding
between
The Corporation of the City of Brantford
and
The Canadian Union of Public Employees, Local 181
City Hall Unit

The Corporation of the City of Brantford and the Canadian Union of Public Employees, Local 181, City Hall Unit agree to the following:

1. The following 18 former H.E.C. employees became City of Brantford employees September 1, 1998 and will be placed on the seniority list with the date listed beside their name effective upon ratification. At that time they will become subject to all the terms and conditions of the Collective Agreement including the deduction of Union dues.

Employee	Position Title	Seniority Date
Agriesti, Eva	Administrative Assistant	01/30/84
Bennett, Mary	Switchboard/ Receptionist	04/29/85
Branton, Craig	Sr. Design Technician	09/02/80
Brown, Rhonda	Customer Service Clerk/Bill.	08/19/74
Dawdv. Margaret	Customer Service Clerk/Bill.	07/29/91
Dawdv. Wendy	Credit Clerk	02/14/83
Feige, Ursula	Credit Clerk	09/09/85
Gray-Weisler, Lorna	Draftperson	01/01/90
Renneberg, Lorraine	Credit Clerk	06/20/77
Schein, Aileen	Customer Service Clerk/Bill.	04/17/90
Solski, Donna	Customer Service Clerk/Bill.	06/15/78

2. These employees will continue to be paid their current hourly rate (plus any economic increases) and will work thirty-five (35) hours per week.
3. These employees will fill out job questionnaires and their positions will be evaluated under the new J.E. Plan and slotted into a range or level.
4. These employees will then be treated like other City Hall employees in regards to the new Job Evaluation plan rates over the term of the Collective Agreement being negotiated.
5. These employees will be transferred to the C.U.P.E City Hall Unit insured benefit plans effective July 1, 2000.

APPENDIX "C"

6. Some of these employees sick leave accumulation became vested under the Policy of the former PUC/HEC for the purpose of payout on September 1, 1998. Employees will receive a letter showing the amount of leave that was vested if any. Any time in an employee's bank as of that date that was not required to maximize the payout will be placed in the active sick leave bank under the City Hall Collective Agreement.
7. Employees not eligible for vesting have had their sick bank continued since that time and would bring that with them into the unit.

Dated this _____ day of _____, 2007

The Corporation of the City of Brantford

C.U.P.E., Local 181, City Hall Unit

Dave Clarke
Director of Human Resources

Jim Squires
National C.U.P.E. Representative

Ted Salisbury
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Development

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C.U.P.E. Representative

Wendy Dawdy
C.U.P.E. Representative



Letter of Understanding
between
The Corporation of the City of Brantford
and
The Canadian Union of Public Employees, Local 181
City Hall Unit

The Corporation of the City of Brantford and the Canadian Union of Public Employees, Local 181, City Hall Unit agree that the following list contains the names of those employees who as a result of the C.U.P.E. Job Evaluation Plan have been "red circled" and are considered to have "incumbency rates". Those employees listed will receive the full economic increase negotiated while they are the incumbent in that position. This letter of understanding does not apply to those employees whose position has been or, will be "red circled" subsequent to this Collective Agreement coming into effect.

Incumbent	Incumbent's Position
B. Hewitt	Building Services Assistant
B. Walker	Cemeterian
C. Chambers	Community Services Accounting Clerk
B. Chabot	Engineering Resource Clerk
L. Long	Environmental Engineering Technician
S. MacMain – Riley	Information Systems Training Co-ordinator
J. Brown	Infrastructure Data Clerk
C. Puchalski	Infrastructure Information Technologist
S. Clement	Junior Buyer
C. Hodgson	PC Specialist / Computer Operator
M. Osidacz	Programmer / Systems Support Analyst
J. Pray	Pumping Station Operator Assistant
K. Brooks	Senior CADD Operator
M. Roberts	Survey Technician
S. Buccilli	Tax Accountant
J. Ratanavanh	Design Technologist

Dated this _____ day of _____, 2007.

The Corporation of the City of Brantford

C.U.P.E., Local 181, City Hall Unit

Dave Clarke
Director of Human Resources

Jim Squires
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C.U.P.E. Representative

Wendy Dawdy
C.U.P.E. Representative



Letter of Understanding

between

The Corporation of the City of Brantford

and

The Canadian Union of Public Employees, Local 181
City Hall Unit

The Corporation of the City of Brantford and the Canadian Union of Public Employees, Local 181, City Hall Unit agree that the following employees are no longer affected by Appendix "E" Letter of Understanding:

Incumbent	Incumbent's Position
L. Long	Environmental Engineering Technician
C. Puchalski	Infrastructure Information Technologist
S. Clement	Buyer
K. Brooks	Senior CADD Operator
S. Buccilli	Financial Analyst
J. Ratanavanh	Design Technologist
M. Roberts	Design Technologist
J. Pray	Works Accounting Clerk

Dated this _____ day of _____, 2007

The Corporation of the City of Brantford

C.U.P.E., Local 181, City Hall Unit

Dave Clarke
Director of Human Resources

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Wendy Dawdy
C.U.P.E. Representative



Letter of Understanding

between

The Corporation of the City of Brantford

and

The Canadian Union of Public Employees, Local 181
City Hall Unit

The Corporation of the City of Brantford and the Canadian Union of Public Employees, Local 181, City Hall Unit agree that upon the retirement of the current Chief Construction Inspector:

- 1) The position of Chief Construction Inspector will be eliminated
- 2) The complement of Construction Inspector/Operators will be increased from four (4) to five (5)

Dated this _____ day of _____, 2007

The Corporation of the City of Brantford

C.U.P.E., Local 181, City Hall Unit

Dave Clarke
Director of Human Resources

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National C.U.P.E. Representative

Ted Salisbury
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Wendy Dawdy
C.U.P.E. Representative

45