

A G R E E M E N T

B E T W E E N

THE CORPORATION OF THE CITY OF NIAGARA FALLS

A N D

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NUMBER 133**

1998

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A G R E E M E N T

B E T W E E N

THE CORPORATION OF THE CITY OF NIAGARA FALLS,
NIAGARA FALLS, ONTARIO.

Hereinafter called the "Corporation"

- A N D -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 133.

Hereinafter called the "Union".

ARTICLE 1 - PURPOSE

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

Now therefore, the parties agree as follows:

ARTICLE 2 - RECOGNITION

2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all of the employees of the Corporation save and except the following which are excluded:

- Department Heads and Deputy Department Heads and persons above the rank of Department Head
- Persons employed as Professional Engineers
- Superintendents and Assistant Superintendents
- Managers and Assistant Managers
- Supervisory Staff
- Executive Assistant to the Chief Administrative Officer
- Executive Assistant to the Mayor

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ARTICLE 2 - RECOGNITION CONTINUED:

2.01 Cont'd.

- **Computer Operator**

- Computer Programmer
- Employees of the Human Resources Department
- Secretaries to the Mayor, the Chief Administrative Officer, Department Heads, and the City Council
- Secretary 1
- Students hired under a Co-operative Programme
- School Crossing Guards
- All contingent staff currently exempt in the Parks and Recreation
- Market Clerk
- Employees covered by the Niagara Falls Professional Fire Fighters Collective

Agreement

- Business Development Officer
- Network Administrator

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

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

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

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

2.05 The word "days" in this Agreement, except in Articles 35.02, 35.05, 43.02 and 43.03, shall not include Saturdays, Sundays and the paid holidays as observed in Article 21.01.

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

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

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ARTICLE 2 - RECOGNITION CONTINUED:

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

ARTICLE 3 - UNION SECURITY

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

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

The total amount of the weekly deduction will be transmitted regularly each week to the Financial Secretary of the Union.

- (c) On commencing employment, whether casual or permanent, the Manager of Employee Relations shall provide the new employee with a copy of the current Collective Agreement.

3.02 With the first transmission of dues, the Corporation will deliver a list of the employees from whom deductions were made and the amount of the deductions. With subsequent transmission, the Corporation will show any changes in employees or deductions.

3.03 The Union will deliver to the Corporation, a letter certified by the Financial Secretary, setting out the amounts of initiation fees and weekly dues mentioned in Section 3.01 and the name and address of the Financial Secretary. The Union will save the Corporation harmless for any and all claims which may be made against the Corporation from amounts deducted from employees' pay as herein provided.

3.04 At the same time that Income Tax (T-4) slips are being prepared, the Corporation shall include the amount of Union dues paid by the Union member in the previous year.

ARTICLE 4 - PROBATIONARY PERIOD

4.01 The probationary period for an employee in the salary classifications shall be sixty (60) working days for any position in salary levels T1 to 3 and one hundred

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ARTICLE 4 - PROBATIONARY PERIOD CONTINUED:

4.01 Cont'd. and twenty (20) working days for any positions in salary levels 4 and above. the probationary period for an employee in the hourly rated classifications shall be sixty (60) working days for any positions in salary levels 1-1 to 4 and one hundred and twenty (120) working days for any positions in salary levels 5 and above.

"Working days" shall be interpreted to mean time actually worked by the employee. Sick days, lieu days, vacation days etc. will be deducted from the number stipulated and added on to the end of the required time until the number of days stipulated has been worked.

ARTICLE 5 - MANAGEMENT'S RIGHTS

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

ARTICLE 6 - DISCRIMINATION

- 6.01** The employer agrees that there shall be no discrimination, interference, or

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ARTICLE 6 - DISCRIMINATION CONTINUED:

- 6.01 Cont'd.** coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, handicap, sex or marital status, sexual orientation, place of residence nor by reason of his membership or activity in the Union as provided in Section 6.02.

6.02 Conversely, there shall be no intimidation, restraint, coercion or harassment exercised or practised upon employees or Management by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on Corporation premises during working hours, excepting as is provided in this Agreement.

ARTICLE 7 - STEWARDS AND UNION COMMITTEES

7.01 The Corporation will recognize:

- (a) A Chief Steward and twelve (12) Stewards, each of whom shall be employed in and represent one of the following present groups of employees:
 - 1. City Hall (2)
 - 2. Arenas - Swimming Pools
 - 3. Parks
 - 4. Cemeteries
 - 5. Sewer Section
 - 6. Water Section
 - 7. Streets Section
 - 8. Sanitation Section
 - 9. Service Centre and Garage
 - 10. Recreation Administration and Programs
 - 11. Parking & Traffic
- (b) A Union Grievance Committee of five (5) employees, of whom one (1) shall be the President of the Union or his representative; a second shall be the Chief Steward and a third shall be the Recording Secretary of the Union. Another shall be the Steward concerned with the Grievance, if applicable. At no point will there be more than five employees on the Committee when meeting with the Employer.
- (c) A Union Negotiating Committee of five (5) employees, of whom one (1) shall be the President of the Local or his representative; a second shall be the Recording Secretary of the Union, a third shall be the Chief Steward for the purpose of reviewing or amending this Agreement. In the six (6) months period preceding the expiry of the Collective Agreement, the Union Negotiating Committee and alternates will be allowed one (1) day

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ARTICLE 7 - STEWARDS AND UNION COMMITTEES CONTINUED:

7.01 (c) Cont'd. off without pay to prepare for negotiations.

- (d) The Stewards and members of the Union Committees shall have been placed on the seniority list.
- (e) (i) The Union shall notify the Corporation in writing of the names of its Officers, the Stewards and the Union Committees.

(ii) The Corporation shall notify the Union in writing of the names of the Corporation Officials who have functions under this Agreement and stating the functions.

(iii) The Union shall introduce all new employees to their Steward or Representative.

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

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

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

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

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ARTICLE 7 - STEWARDS AND UNION COMMITTEES CONTINUED:

7.04 Cont'd. Negotiating Committee member for time spent in attending meetings with the Corporation during his normal working hours.

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.02 STEP 1

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

Such grievance shall include:

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

The Chief Steward, accompanied if he wishes by the appropriate Steward, shall be given an opportunity to discuss the grievance with the immediate supervisor's supervisor or his representative within two (2) days of submission of the grievance.

The immediate supervisor's supervisor or his representative shall give his decision in writing within two (2) days of the discussion.

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ARTICLE 8 - GRIEVANCE PROCEDURE CONTINUED:

8.03 STEP 2

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

8.04 STEP 3

If not then settled, the grievance will, within three (3) days be submitted in writing by the Union Grievance Committee to the Chief Administrative Officer to

be dealt with at a meeting to be held within ten (10) days of the submission. At Step 3 meetings, the Union Grievance Committee shall be present. The Griever and/or National Union Representative may be present if requested by either Party. The decision of the Chief Administrative Officer, or the Union Grievance Committee in the case of a Corporation grievance, shall be given in writing within five (5) days after the meeting at which it was discussed.

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

8.06 STEP 4

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

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

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

(b) As soon as possible after the Arbitration Board has been completed by the selection of a 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 Arbitration proceedings have commenced. The decision

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ARTICLE 8 - GRIEVANCE PROCEDURE CONTINUED:

8.06 (b) Cont'd. of the majority of such Arbitration Board shall be final and binding on both parties to the Agreement and in the event that it is not possible for the Board to reach a majority decision then the Chairman's decision shall be final and binding.

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

(d) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of

Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and proceed with the matter on the merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Grievance Committee in the case of a Corporation Grievance, shall stand.

- (e) Each of the parties hereto will bear the expense of its representatives, and the Arbitrator appointed by it, and the parties shall share equally the expenses of the Chairman of the Arbitration Board.
- (f) No person shall be selected as a 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.

8.07 No grievance shall be considered in any Step unless it has been properly carried through all previous Steps of the Grievance Procedure required by this Agreement, except that if at any Step of this Grievance Procedure, the Corporation or the Union does not give its answer within the allotted time limit, the Grievance may be carried to the next Step within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.

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ARTICLE 8 - GRIEVANCE PROCEDURE CONTINUED:

8.08 Within ten (10) days of the event upon which a group or policy grievance is based, the Corporation or the Union may submit a grievance in writing to the other, alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the Section or Sections of the Agreement claimed to be violated or relied upon, and the matter shall be dealt with in accordance with Step 3 and the balance of the Grievance Procedure.

8.09 When more than one employee working for one Supervisor, or in the case of City Hall, one Department Head, have a common grievance, a single grievance shall be presented as provided in Section 8.02 Step 1 and shall set out the names of the employees to whom it applies.

8.10 If a grievance is not submitted within the time limits provided, it shall be deemed

to be abandoned.

- 8.11** At any stage of the Grievance Procedure, including Arbitration the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with necessary witnesses.
- 8.12** The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties to this agreement.

ARTICLE 9 - DISCHARGE OR SUSPENSION CASES

- 9.01** A claim by an employee that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer within five (5) days after the discharge, or within five (5) days after the Union and the Chief Steward have been notified in writing of the discharge, whichever is the later. Such special grievance shall be dealt with at Step 3 and the balance of the Grievance Procedure.
- 9.02** Such special grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties, including Arbitration.
- 9.03** A claim by an employee that he has been unjustly suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Department Head within five (5) days after the suspension, or within five (5) days after the Union and Chief Steward have been notified in writing of the suspension, whichever is the later. Such special grievance shall be dealt with at Step 2 and the balance of the Grievance Procedure.
- 9.04** The Corporation will notify the Union, the Chief Steward and the employee

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ARTICLE 9 - DISCHARGE OR SUSPENSION CASES CONTINUED:

- 9.04 Cont'd.** concerned, in writing in all discharge and suspension cases within five (5) days of the occurrence, or within five (5) days of the Corporation having knowledge of the incident upon which the discharge or suspension is based, unless the Corporation requests an extension, in writing, of the above period. The notification will give the name of the employee concerned and the reason for discharge or suspension.

ARTICLE 10 - EMPLOYEE FILE

- 10.01** If an employee who has been disciplined maintains a clear record for two (2) years following his last discipline, the employee's record shall be cleared as of the end of such period.

10.02 An employee may request to see his personnel file and have entered into the file any objection related to the file contents. At the option of the employee, a request to view the file may be made through the Secretary of the Union. The employee shall have the right to be accompanied by either the President, Secretary or Chief Steward of the Union. When the Union Secretary receives a request, it shall be passed on, in writing, to the immediate supervisor and Manager of Employee Relations who shall arrange for the employee to view the file within two (2) working days of the request.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

11.01 During the life of this Agreement, the Union agrees that there will be no strike and the Corporation agrees that there will be no lockout. The definitions of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act of the Province of Ontario as amended from time to time.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as the length of credited service with the employer and shall be calculated as described in Article 12.08.

It is understood that all the following seniority rights are designed to give to each employee, according to his seniority with the Corporation, an equitable measure of job choice and job security consistent with the efficient operation of the business.

12.02 The Corporation shall prepare four (4) seniority lists, one (1) for permanent employees, one (1) for seasonal employees, one (1) for casual employees and one (1) for students. In cases where more than one employee has the same seniority date their names shall be placed on the list in alphabetical order.

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ARTICLE 12 - SENIORITY CONTINUED:

12.03 A permanent employee shall be an employee whom the Corporation expects will work the year round, or has worked twelve (12) consecutive months, but the use of the word "permanent" shall not mean a guarantee of year-round employment.

12.04 A seasonal employee shall be an employee who has worked more than one hundred and twenty (120) consecutive working days, but shall not include students.

12.05 A casual employee shall be an employee not covered in 12.03 or 12.04.

12.06 In no case shall a casual employee exercise seniority against a seasonal employee,

nor shall a casual or seasonal employee exercise seniority against a permanent employee.

12.07 The Corporation shall prepare and post copies of seniority lists and provide copies to the Union. These lists shall be brought up to date as at April 30th and October 31st, of each year and copies shall be posted and copies delivered to the Union. At any time during working hours, up-to-date seniority information shall be available to Union Stewards on application to the Human Resources Office.

12.08 An employee shall be placed on either the permanent or casual seniority list after completion of his probationary period. In the case of a permanent employee his seniority date shall be that of his date of hiring. In the case of a casual employee, his seniority date shall be the date of the first regular work day following the completion of the probationary period. An employee with casual seniority who completes one hundred and twenty (120) consecutive

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

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

12.10 An employee shall be considered to have terminated his employment and have lost his seniority rights for the following reasons:

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ARTICLE 12 - SENIORITY CONTINUED:

- 12.10Cont'd.**
- (a) If the employee quits;
 - (b) After twenty-four (24) consecutive months of layoff;
 - (c) If the employee is discharged and the discharge is not reversed through the Grievance Procedure;
 - (d) If an employee has been absent for five (5) consecutive days without having notified directly his foreman or supervisor, unless a satisfactory reason is given;
 - (e) If an employee is laid off and fails to return to work within five (5) days after being notified by registered mail to his last known address on the Corporation records to report for work;
 - (f) If an employee overstays a leave of absence granted by the Corporation in writing and does not secure an extension of such leave;
 - (g) If an employee has not returned to work after an absence due to illness of two (2) years, the position vacated by that employee may be posted as a permanent vacancy.

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

12.11 Seniority shall not be considered as broken during:

- (a) an absence due to illness; or

- (b) while on leave of absence granted by the Corporation.

12.12

- (a) An employee promoted to a Corporation position outside the Bargaining Unit shall accumulate seniority under this Collective Agreement for a period of twelve months from the date upon which he assumed his new duties; such an employee on his return to the Bargaining Unit shall, subject to Section 13.01, exercise his accumulated seniority in the position in which he was classified at the time he left the Bargaining Unit.
- (b) An employee who is the incumbent in a position which is taken over by the Regional Municipality of Niagara and who accepts that position with the Regional Government, shall accumulate his seniority in the Level One Classification under this Collective Agreement for a period of twelve months from the date upon which he assumed his new duties. During such twelve month period, but not after, if he should choose to return to the Bargaining Unit, he will exercise his seniority in the Level One Classification.

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ARTICLE 12 - SENIORITY CONTINUED:

- 12.12 Cont'd.**(c) No employee shall be compelled to transfer to a position outside the Bargaining Unit.

- 12.13** Should the Corporation merge, amalgamate or combine any of its operations or functions with another municipal employer, the Corporation will endeavour to arrange, where practical, for the retention of seniority rights, salary and wage levels, for each employee of the Corporation who thus becomes an employee of such other municipal employer.

ARTICLE 13 - JOB POSTINGS

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

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

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

- (a) The initial vacancy shall be posted for a period of six (6) days. Subsequent vacancies, not to exceed a maximum of four (4), resulting from the transfer of employees as a result of the initial vacancy shall be posted for four (4) days. If no suitable candidate applies, the job may be filled by the Corporation from among other employees, or by new hirings;
- (b) The posting shall show the classification vacant, the requirements of

- (c)
 - (i) An employee may apply for a posted job as designated on the posting, setting out in detail his qualifications for the job.
 - (ii) If an applicant does not have the educational requirements, he must be able to pass such tests as are required by the Corporation.
 - (iii) If a senior applicant is to be by-passed, the Union shall be notified of the name of the successful applicant and, if applicable, the names of all the other senior applicants to be by-passed.
 - (iv) Any employee applying for a vacancy filled by a person with less

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ARTICLE 13 - JOB POSTINGS CONTINUED:

13.02(iv) Cont'd.

seniority, may request a meeting with the Manager of Employee Relations to have explained to him the reason why he did not get the job. The employee shall be accompanied by a representative of the Union. Requests shall be made within three (3) days of the filling of the vacancy and the meeting shall be held at a time

mutually agreeable to the parties. Grievances based on this Section 13.02 shall commence at the department head level.

The Corporation shall not hire to fill the vacancy from outside the bargaining unit if a grievance has been filed on the posting, until an answer has been provided at Step 3 of the grievance procedure, or the grievance has been earlier settled.

- (v) The Union may request within three (3) days of being notified that a tryout period be given to senior applicants whom the Corporation proposes to by-pass. Only one such written request may be made on each job posting. This request shall name all applicants who wish the tryout period for that particular position. The time period may be extended by mutual agreement.

If the applicant proves satisfactory, the length of the tryout period shall be used to fulfil or reduce the time required to progress from the "A" to "B" rate shown in the Rate Schedule.

- (vi) Upon filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant.
- (d) The Corporation shall be free to temporarily fill a vacancy immediately if it sees fit, and no grievance may be filed under this section 13.02 within the first fifteen (15) working days of the vacancy being filled on a temporary basis.
- (e) In this Section 13.02, vacancies shall mean those of a long term nature such as arise through quits, new jobs, extended illness, leave of absence, etc. Other than as set out in Article 13.02 (f), all vacancies shall be posted within 10 days.
- (f) Where a vacancy caused by illness, accident or leave of absence of an extended nature of over one month's duration occurs, either party may request that the filling of such vacancy be discussed at a Labour Management meeting.
- (g) Should the Corporation intend to postpone the filling of a vacancy, or not fill it, the Union shall be notified within ten (10) working days. The Union may request a meeting with the Manager of Employee Relations to discuss the decision of the Corporation.

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ARTICLE 13 - JOB POSTINGS CONTINUED:

- 13.02 Cont'd.(h)** The Corporation may give consideration to not filling a position for a period of up to three (3) months, where an existing employee is preparing for qualifications. An extension of a further three (3) months may be granted if an examination has been written, but the results are not known.
- (i) An employee accepted for a posted job shall be given a trial period consisting of 60 days during which he is performing the duties of the position. In the event the successful applicant proves unsatisfactory during the trial period, he shall revert to his former classification and rate without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of jobs, shall be returned to his former classification and rate without loss of seniority.
 - (j) If an employee fails the trial period and is returned to his former classification, the Corporation shall post the position for four days in accordance with 13.02 (a).

ARTICLE 14 - LAYOFF - RECALL

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

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

14.02 Employees shall be recalled after layoff in the reverse order to that in which they were laid off.

14.03 In the case of a casual employee on the seniority list in a clerical (salaried) position, such employee shall not have their employment disrupted by another casual employee unless the senior casual employee is qualified to perform the work and is familiar with the assignment or there is less than ten (10) working days left in the assignment.

14.04 The Corporation will give five (5) days' notice to a regular employee of a layoff which exceeds five (5) days.

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

- (a) when an employee has been recalled after layoff and has worked less than five (5) days, or

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ARTICLE 14 - LAYOFF-RECALL CONTINUED:

14.04 Cont'd. (b) shall apply on an extended basis, up to thirty (30) days when it is intended to apply to the end of a project or its discontinuance due to the weather.

14.05 In the case of a casual or seasonal employee it shall only be necessary for the Union to be notified and notice to be posted, five (5) days in advance of a general seasonal layoff.

14.06 An employee whose position is discontinued or who is being displaced may within (10) ten working days of written notification of the elimination or displacement, displace a less senior employee only if the employee meets the stated qualifications on the job description.

- (a) The senior employee shall notify the Manager of Employee Relations of his decision. It is understood that should there be (2) two identical positions in a department, the senior employee will displace the less senior employee in that position.
- (b) The Manager of Employee Relations or his representative will forward written notice of displacement to the employee being displaced.

- (c) The Union shall be sent copies of the above notices, at the same time, such notices are sent to the affected employee(s).
- (d) Trial Periods in accordance with Article 13.02(i) shall apply.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01** The Manager of Employee Relations may grant to employees leave of absence without pay, for satisfactory reasons. Requests in writing shall be made through the employee's immediate supervisor and Department Head at least two (2) weeks in advance, unless circumstances make it impossible to do so.
- 15.02** Employees elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay for same, provided the Corporation is given reasonable notice. No more than five (5) employees may be absent at any one time, and such leaves without pay shall not total more than seventy (70) days collectively in two (2) calendar years excluding travelling time. Not more than one (1) employee shall be away from any one (1) functional section of a Department, unless approved by the Manager of Employee Relations.
- 15.03** Leave of absence without pay shall be granted to not more than two (2) employees to attend Executive and Committee meetings of C.U.P.E. its Affiliates

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ARTICLE 15 - LEAVE OF ABSENCE CONTINUED:

15.03 Cont'd. or Chartered bodies.

- 15.04** One Local Union Officer shall be granted leave of absence, without pay, where reasonably possible, as interpreted by Management, upon written request through the employee's Department Head at least two (2) weeks in advance, unless circumstances make it impossible to do so. Such leave shall be for the purpose of tending to legitimate and reasonable business of the Local Union.
- 15.05** Upon receipt of reasonable notice and contingent upon the requirements of its operations, the Corporation shall grant leave of absence without pay, and without loss of seniority to one only employee who is elected or selected for a full-time or part-time position with the C.U.P.E. or O.F.L. or Canadian Labour Congress for a period of not more than one term. 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. This leave of absence may be extended for a further period of one term without loss of seniority, in which case the employee shall return to the job Level 1 in accordance with Schedule "A".

- 15.06 When elected to Federal, Provincial or Municipal office, the Corporation will grant leave of absence without pay and without loss or further accumulation of seniority for one (1) term of office. One further extension of one (1) term may be granted on written request. It is understood that nothing in this clause is to conflict with Federal or Provincial legislation. The employee shall be entitled to return to 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.
- 15.07 Pregnancy and parental leave will be in accordance with the Employment Standards Act.
- 15.08 An employee on a seniority list shall be allowed up to three (3) days' leave of absence without pay and without loss of seniority or benefits, upon the birth of the employee's child.

ARTICLE 16 - WAGES

- 16.01 The Corporation agrees to pay and the Union agrees to accept the Salaries and Wage Rates set out in the attached Rate Schedule.
- 16.02 Employees shall be paid on Thursday each week.
- 16.03 An employee serving as an apprentice with the Corporation shall be paid in accordance with the Apprenticeship Act schedule of percentages of the normal rate of pay for his trade in Schedule "A".

ARTICLE 17: HOURS OF WORK

- 17.01 The standard hours of work shall be forty (40) per week, except for employees at City Hall (other than Maintenance employees i.e. Lead Hand, Trades Helper and Janitor) and the Recreation and Municipal Works Departments Clerical Staff whose standard hours of work shall be 35.
- 17.02 The standard pay period week shall be from 00.01 hours, Monday to 24.00 hours, Sunday.
- 17.03 Starting and stopping times shall be as follows except as may be altered in accordance with Article 17.04:

<u>Department or Group</u>	<u>Start</u>	<u>Stop</u>	<u>Working Days</u>
<u>City Hall</u>			
All Departments	08:30 hrs.	16.30 hrs.	Mon. through Fri.

Lead Hand - City Hall	40 hours per week		Mon. through Sun.
Trades Helper - City Hall	40 hours per week		Mon. through Sun.
Janitor - City Hall	16:00 hrs.	24:00 hrs.	Mon. through Fri.
Engineering Field Crew	08:00 hrs.	12:00 hrs.	Mon. through Fri.
	13:00 hrs.	16:00 hrs.	
Works Inspection Crews	08:00 hrs.	12:00 hrs.	Mon. through Fri.
	13:00 hrs.	16:00 hrs.	

Parks, Recreation and Culture

Clerical Staff	08:30 hrs.	16:30 hrs.	Mon. through Fri.
Cemeteries */Parks*	08:00 hrs.	16:00 hrs.	
Secretary - Parks & Cemeteries	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Athletic Fields	40 hours per week		Mon. through Sun.
Arenas*	40 hours per week		
Swimming Pools (Lifeguards, Groundsperson, Attendants)	07:00 hrs.	22:00 hrs.	Mon. through Sun.
Lead Hand*	40 hours per week		Mon. through Sun.
Co-ordinator of Community Recreation	08:30 hrs.	16:30 hrs.	Mon. through Fri.
Recreation Program Co-ordinator	08:30 hrs.	16:30 hrs.	Mon. through Fri.

ARTICLE 17 - HOURS OF WORK CONTINUED:

17.03 Cont'd

<u>Department or Group</u>	<u>Start</u>	<u>Stop</u>	<u>Working Days</u>
<u>Service Centre</u>			
Secretary - Serv. Centre	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Dispatcher/Timekeeper	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Maintenance Clerk	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Messenger*	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Stores Operations*	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Sanitation*			
Commercial June 15/Sept. 15	06:00 hrs.	14:00 hrs.	Mon. through Sun.
Commercial Sept. 16/June 14	07:00 hrs.	15:00 hrs.	Mon. through Sat.
Residential	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Compactor Operator	08:00 hrs.	16:00 hrs.	Mon. through Sun.
	10:30 hrs.	18:30 hrs.	Mon. through Fri.
Landfill Gatekeeper*	07:30 hrs.	18:30 hrs.	Mon. through Fri.

	07:30 hrs.	15:30 hrs.	Sat. and Sun.
Streets*	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Streets-Tractor/Trackless Op.	06:00 hrs.	14:00 hrs.	Mon. through Fri.
Sewers*	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Water Distribution*	08:00 hrs.	16:00 hrs.	Mon. through Fri.
Sanding Crews*			
Apr. 1 - Nov. 30	16:00 hrs.	24:00 hrs.	Mon. through Sun.
Dec. 1 - Mar. 31	24:00 hrs.	08:00 hrs.	Mon. through Sun.
Garage*	08:00 hrs.	16:00 hrs.	Mon. through Fri.
	06:00 hrs.	14:00 hrs.	Mon. through Fri.
Sweeper & Flushers*	24:00 hrs.	08:00 hrs.	Mon. through Sun.
Vehicle Inspection Mechanic*	08:00 hrs.	16:00 hrs.	Mon. through Fri.
	16:00 hrs.	24:00 hrs.	Mon. through Fri.
Mechanic's Assistant	08:00 hrs.	16:00 hrs.	Mon. through Fri.
	16:00 hrs.	24:00 hrs.	Mon. through Fri.
HandSweepers:			
Labour Day - June 30th	06:00 hrs.	14:00 hrs.	Tues. through Sat.
July 1st - Labour Day	14:00 hrs.	22:00 hrs.	Wed. through Sun.
July 1st - Labour Day	06:00 hrs.	14:00 hrs.	Sun. only
Lead Hand*	40 hours per week		Mon. through Sun.

The hours of those positions or sections designated with an asterisk include a 30 minute paid meal break.

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ARTICLE 17 - HOURS OF WORK CONTINUED

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

ARTICLE 18: MEAL PERIOD

- 18.01** Where no mid-shift meal period is designated in Section 17.03, the Corporation shall schedule a one-hour lunch period provided no employee shall be required to work more than five (5) hours in regular shift without a meal period.
- 18.02** Section 18.01 does not apply to the following classifications of employees who

are required to be on duty continuously through their full shift of eight (8) hours' elapsed time, and shall take their meal breaks at times and under conditions laid down by the Corporation:

Janitors (City Hall & Service Centre)	Mon. through Fri.
Mechanic's Assistant	Mon. through Sun.
Sanding Crews (Dec. 1st - Mar. 31st)	Mon. through Sun.
Sweeper & Flusher Operators	Mon. through Sun.
Athletic Field	Mon. through Sun.
Garage (24.00 hrs. - 8:00 hrs. shift)	Mon. through Fri.
Compactor Operator	Sat. & Sun.
Hand Sweepers	Tues. through Sun.
Arenas	Mon. through Sun.
Landfill Gatekeeper	Mon. through Sun.

18.03 Employees required to work three (3) or more consecutive hours of overtime either immediately preceding or immediately succeeding any shift shall be paid a meal allowance of \$6.00. The meal shall be taken during an unpaid meal break. Not more than two allowances shall be paid during any eight (8) hour period of overtime. Payment shall be made during the following month.

ARTICLE 19: OVERTIME

19.01 An employee shall receive overtime premium of:

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ARTICLE 19 - OVERTIME CONTINUED:

- 19.01 Cont'd** (a) time and one-half the position wage rate
- (i) for the first five (5) hours worked in excess of his scheduled daily or weekly hours; and
 - (ii) for the first five (5) hours worked on Saturday; if he is not scheduled to work on Saturday; and
 - (iii) for the first five (5) hours worked on the first and third days of scheduled days off.
- (b) double the position wage rate for all hours worked:
- (i) after five (5) hours overtime in his work day, Monday through Friday; and
 - (ii) after five (5) hours worked on a Saturday if he is not scheduled to work on a Saturday, or if scheduled to work on a Saturday, on the first and third days of scheduled days off; and

(iii) on Sunday, if not scheduled to work on Sunday; and

(iv) on the second and fourth days of scheduled days off.

(c) An employee shall be paid a week-end bonus of fifty (50) cents per hour for all hours worked on Saturday or Sunday which do not qualify for overtime premium. This rate shall not be pyramided for any overtime calculation.

19.02 Overtime premiums and shift premiums shall not be pyramided.

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

(b) A "Work Section" shall be defined as a group of employees with the same immediate Supervisor(s).

(c) For the purpose of overtime work opportunities "normally assigned" shall be defined as an employee in a permanent, or temporary bid position, or temporary employee who has worked his most recent shift performing the duties in question and his last (10) ten consecutive

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ARTICLE 19 - OVERTIME CONTINUED:

19.03(c) Cont'd. previous shifts in the same position.

(d) The above shall not apply in the case of a continuation of a permanent or temporary employee's shift to complete their daily assignment.

(e) When the above staff resources are exhausted work opportunities shall be offered to those employees in the Division/Section who are qualified but who are not normally assigned to the position.

(f) When the staff resources in a Division/ Section are exhausted overtime work opportunities shall be offered to those employees on a Spare List where one exists.

(g) Each arena and pool facility, or park and cemetery site, with posted staff schedules, shall be considered separate Work/Sections for overtime work opportunity purposes.

19.04 (a) Permanent qualified employees shall be given the opportunity of adding their name to Spare Lists which shall be compiled and posted by the Department Head or his designates at the discretion of

Management.

- (b) The rate of pay for the position(s) shall be part of the Spare List(s) and copies of approved lists shall be sent to the union.
- 19.05
- (a) An overtime work opportunity record shall be posted in each Section, or Facility as appropriate.
 - (b) The record shall be kept up-to-date daily on a regular work day (Monday to Friday, except Statutory Holidays) showing the amount of each employee's overtime accumulation.
 - (c) The period for overtime work opportunity accumulation shall be May 1st of the current year to April 30th of the following year.
- 19.06
- (a) All overtime work opportunities, whether the employee worked or refused to work shall be recorded at time and one half or at double time as appropriate.
 - (b) The provisions of 19.06(a) do not apply in the case of overtime work opportunity refusals, when the position's rate is lower than an employee's position rate, unless he has signed a Spare List for a position for which he is qualified.

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ARTICLE 19 - OVERTIME CONTINUED:

- 19.06 Cont'd.(c)** Employees are allowed a maximum of two (2) telephone numbers for overtime work opportunity call-out purposes.
- (d) Employees are responsible for advising their immediate Supervisor of any telephone number changes by completing the appropriate form.
- 19.07** An employee scheduled to take vacation, lieu time, and/or a paid holiday in conjunction with vacation, shall not be deemed available for overtime after the completion of his normal shift on the last day that he works and before his normal starting time on the day he is due to return to work.
- 19.08** In computing overtime:
- (a) up to fifteen (15) minutes work shall be disregarded.
 - (b) for fifteen (15) minutes or more work, an employee shall be paid for thirty (30) minutes.
 - (c) for forty-five (45) minutes or more work, an employee shall be paid for one hour.
- 19.09** Permanent seniority employees may be permitted to accumulate their overtime

and paid holiday premium earnings in a payroll bank until the equivalent of up to a maximum per year of eighty (80) or seventy (70) hours, whichever corresponds with the employee's normal weekly hours, is accumulated. Such accumulated overtime may be used as paid leave under the following conditions:

- (a) Subject to operational needs as determined by management, time off may be scheduled at any time during the year.
- (b) For the purpose of accumulating such paid leave, each earning period shall run annually from the first pay period coincident with the vacation year (June 1st to May 31st).
- (c) When an employee has banked the allowable maximum as set out in the preamble, all overtime worked thereafter will be paid in accordance with Article 19.01.
- (d) An employee who is laid off, resigns or whose employment is terminated prior to the use of his paid leave bank, shall be paid the outstanding balance of his bank on his final pay cheque.
- (e) Should operational needs as determined by management prohibit an employee from consuming his banked hours as paid leave, it shall be paid to him before May 31st of the current vacation year.

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ARTICLE 20: VACATIONS

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

<u>Years of Service as of May 31st of the Current Year</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Less than one year	1 day for each month to a maximum of 10	4%
One year or more	2 weeks	4%
Three years or more	3 weeks	6%
Ten years or more	4 weeks	8%
Eighteen years or more	5 weeks	10%
Twenty-eight years or more	6 weeks	12%

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

20.03 A permanent employee, who ceases to be entitled to receive pay from the Corporation due to being granted leave of absence without pay, except

Pregnancy and Parental Leave or having exhausted his sick leave credits, shall only be entitled to vacation with pay in the proportion to the time he has been paid for during the year ending May 31st which bears to the standard hours in the year.

20.04 The Corporation shall set vacation times and in doing so shall take into account the wishes of the employees in each department on the basis of seniority. Forms calling for vacation time shall be distributed by April 1st and are to be completed and returned by April 15th. Complete vacation schedules shall be posted by April 30th.

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

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

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

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ARTICLE 20 - VACATIONS CONTINUED:

20.06Cont'd. One year or more	4%
Six years or more	6%
Fifteen years or more	8%

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

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

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

(a) A written request is submitted to the Manager of Employee Relations for approval prior to April 15th of the current vacation year, unless circumstances make it impossible to do so.

- (b) When the Corporation is notified that the employee is fit to return to work, carried over vacation shall be scheduled at the discretion of the Corporation, taking into consideration the wishes of the employee where possible.

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

ARTICLE 21: PAID HOLIDAYS

21.01 An employee who has completed sixty (60) working days shall receive without working the equivalent of one (1) day's pay at his basic classification rate for each of the following holiday's regardless of the day on which the holiday is observed, provided however that the employee is not on layoff:

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

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

One day on Christmas Eve or New Year's Eve, (the choice at the discretion of

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ARTICLE 21 - PAID HOLIDAYS CONTINUED:

21.01 Cont'd

the Corporation) and any other day proclaimed as a holiday by the Federal or Provincial Government or the Mayor of the City of Niagara Falls.

21.02 Paid Holidays are subject to the following conditions:

An employee must work all his regularly scheduled shift immediately preceding and all his regularly scheduled shift immediately succeeding the paid holiday, unless excused in writing by the Manager of Employee Relations or his representative.

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

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

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

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

21.05 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay.

21.06 When any one of the above-noted holidays occur on an eligible employee's scheduled day off, the employee may on request receive another day off with pay at a time mutually agreed upon between the employee and the Corporation, otherwise he will receive a day's pay in lieu thereof.

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ARTICLE 22: SHIFT PREMIUMS

22.01 Employees working on shifts other than day shifts as provided in Section 17.02 shall receive a premium of:

- (a) Thirty-five (35) cents for each hour worked on a shift starting on or after 10.00 hours, but before 18.00 hours.
- (b) Forty (40) cents for each hour worked on a shift starting on or after 18.00 hours but before 4.00 hours.

ARTICLE 23: TRANSFERS

23.01 An employee who is temporarily transferred from his classification:

- (a) if the rate of his new classification is higher than that of his classification, shall receive the rate of the new classification, after working in it for one (1) hour.
- (b) if the rate of his new classification is lower than that of his classification, he shall receive the rate of the new classification, unless the transfer is made by the Corporation when work in his regular classification:

- (i) is being performed to which he is entitled on the basis of his seniority, or
- (ii) has been temporarily cancelled by the Corporation due to a paid holiday or emergency situation, in which cases he shall receive the rate for his regular classification.

23.02 A PERMANENT TRANSFER is where an employee is required to be reclassified to a different job as a result of:

- (a) job posting; or
- (b) a reduction in the work force

23.03 A TEMPORARY TRANSFER in the Hourly Classification is a job transfer other than a Permanent Transfer, where an employee is NOT required to be reclassified to a different job as outlined in clause 23.02, and following which, he is expected to return to his regular job with which he is still classified.

23.04 A TEMPORARY TRANSFER in the Salaried Classification is a job transfer other than a permanent transfer for a period of time normally not to exceed six (6) months where an employee is NOT required to be reclassified to a different job as outlined in clause 23.02, and following which, he is expected to return to his regular job with which he is still classified. If the period of time is to exceed six (6) months it shall be discussed at a meeting referred to in Article 7.02 and 7.03.

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ARTICLE 23 - TRANSFERS CONTINUED:

23.05 PAYMENT FOR PERMANENT TRANSFERS:

- (a) Normally in the case of a Job Posting a successful applicant will be classified in the Starting and Promotional rate for that particular classification for the period of months specified in Schedule "A". An employee accepted for a higher paying job shall receive either the starting and promotional rate for that classification or his present rate, whichever is the greater. However, should the successful applicant have previously been in the same classification on a permanent basis or on a temporary basis of more than one (1) month's consecutive duration during the past five (5) years, this time shall be counted towards the period required to progress from the Starting and Promotional rate to the Normal rate.
- (b) An employee who bids on and is accepted for a lower-paying job shall receive the "A" rate for the position. However, should the successful applicant have previously been in the same job for a period of time which equates to the length of the probationary period for the position during the past year; then he/she shall receive the "B" rate. The rate received has no bearing or influence on the requirement to serve a probationary period.
- (c) Payment for permanent transfers as a result of a reduction in work force

will be according to the normal rate if and when an employee reverts to one of his previous classifications.

23.06 PAYMENT FOR TEMPORARY TRANSFERS:

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

- (a) For a temporary transfer to a higher rated job, an employee classified at the Normal rate of his regular job, will be paid for such temporary transfer according to the Normal rate of the job to which he has been transferred, and an employee classified at the Starting and Promotional rate of his regular job will be paid for such work according to the Starting and Promotional rate of the job to which he has been transferred.
- (b) Paragraph (a) above will also apply to temporary transfers to other jobs in the same or lower levels, with the exception that where an employee is so transferred to a job in which he has at one time been regularly classified he shall be paid at the Normal rate of that job for such period of temporary transfer.

23.07 PAYMENT FOR TEMPORARY APPOINTMENT:

When an employee temporarily substitutes, or performs the principal duties of

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ARTICLE 23 - TRANSFERS CONTINUED:

23.07Cont'd any position outside the Bargaining Unit, whose job rate is higher than the job rate of the employee's regular Union position, he shall receive his regular rate plus eight (8) per cent or start rate of the non-union position to which he is transferred, whichever is greater.

Otherwise, the employee's salary will remain unchanged. Such employees shall continue to be covered by this Agreement. Notice of temporary assignments shall be sent to the Union and posted on all notice boards.

ARTICLE 24: EMPLOYEE BENEFIT PLANS

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

- (a) Life and Accidental Death and Dismemberment Insurance

All Permanent Employees Under Age 65:

One and one half (1-1/2) times basic annual wages or salary to the next highest \$500 with a minimum of \$12,000. Adjustments to be made on the anniversary date of this change which shall be put into effect on the first day of the second month following the signing of this Agreement.

Seasonal Employees: - \$6,000.00

Employees who retire early using the O.M.E.R.S. 90 factor and those employees who retire at normal retirement age, or earlier because of health reasons approved by a qualified medical practitioner:

- \$3,000.00 up to age 70.

The A.D. & D. provision shall not apply to retired employees.

- (b) Supplemental Hospital (Semi-Private)
- (c) Extended Health Care Plan \$10 - \$20 deductible, including \$200 per person every two years for eye wear, no deductible, and \$300 per person per year for hearing aids. The Extended Health Care Plan shall be based on the 1984 Excelsior Life Plan with the Corporation, or an equivalent.
- (d) A Dental Plan based upon the 1984 Excelsior Life Plan with the Corporation, or an equivalent, at the 1993 O.D.A. Suggested Fee guide for General Practitioners and the 1995 O.D.A. Suggested Fee Guide for General Practitioners effective January 1, 1997. In addition, a Rider providing Orthodontal coverage at 50% co-insurance with coverage of \$1,500 lifetime maximum per person and total family lifetime claim maximum of \$3,000.

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ARTICLE 24 - EMPLOYEE BENEFIT PLANS CONTINUED:

24.01Cont'd. (e) A Long Term Disability Plan to provide 75% of normal gross monthly earnings to a maximum of \$2,500 until age 65, plan to be "Own Occupation two years", to be effective after one hundred and twenty (120) days of disability or expiry of sick leave credits whichever is the later. Benefits provided under Article 24.01 to be paid by the employer while on L.T.D. benefit. Premiums for L.T.D. to be shared 75% by employer, 25% by employee. Usual provisions of W.C.B., C.P.P. and O.M.E.R.S. to be applicable.

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

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

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

Seasonal employees who are

All services in (a), (b), (c),

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

and (d) with the cost being paid by the Corporation.

Casual employees with seniority

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

Additionally, seasonal employees who are laid off for a period not exceeding nine (9) months and permanent employees who are no longer in receipt of pay due to lack of sick leave credits or who are on approved leave of absence exceeding twelve (12) weeks, may continue to avail themselves of the group rates provided they deposit 100% of the costs of the premiums with the Director of Finance by the 15th of each month.

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ARTICLE 24 - EMPLOYEE BENEFIT PLANS CONTINUED:

24.02Cont'd.If these premiums are not paid by the due date, the employee shall be removed

- 24.03** The services in 24.01 (a) and (b) shall be available to employees retired after January 1, 1960, and the cost shall be borne by the Corporation as long as the coverage is available from the Underwriter at group rates.
- 24.04** The services in 24.01 (a), (b), and (c) shall be available to employees who retire early using the 90 factor under the O.M.E.R.S. Pension Plan, and the cost shall be borne by the Corporation until such employees attain the age of 65, as long as the coverage is available from the Underwriter at group rates.

ARTICLE 25: SICK LEAVE

- 25.01** Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, quarantined because of exposure to contagious disease, or because of an accident for which compensation is not payable under the Workers Compensation Act. An employee may be required to produce a certificate or certificates from a qualified Medical Practitioner for any such absence, certifying the reason for such absence and that the employee is unable to report for work.
- 25.02** Where an employee is returning to work after sick leave for three (3) days or longer, he shall produce a certificate from a qualified Medical Practitioner certifying that he is fit to return to duty. The employee must have advised his Medical Practitioner of his duties.
- 25.03** An employee who has been incapacitated at his work by injury or compensable occupational disease, or by illness and who is unable to perform his regular duties, will be employed in other work if available.
- 25.04** A permanent employee on a seniority list shall be entitled to twenty-two (22) days' sick leave per calendar year.
- 25.05** A permanent employee who commences or terminates his service with the Corporation during any calendar year, shall be entitled to two (2) days' sick leave for each complete calendar month worked during such year to a maximum of 22 days. Sick leave shall not be available to a new regular employee until he has been placed on the seniority list.

25.06 A seasonal employee and a casual employee on a seniority list other than a student shall be entitled to one-quarter (1/4) day's sick leave for each complete calendar week worked, to a maximum of one (1) day per month.

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ARTICLE 25 - SICK LEAVE CONTINUED:

25.07 Ninety percent (90%) of the unused sick leave up to a maximum of eighteen (18) days per year may be accumulated.

25.08 A permanent employee who is given leave of absence without pay for any reason for two (2) weeks or longer, shall have deducted from annual sick leave credits, one sick leave day for each two (2) weeks so absent.

25.09 An employee who is laid off due to lack of work for a period of two (2) weeks or longer, shall cease to accumulate sick leave. During this period of absence, no sick leave is payable. The balance of sick leave, if any, shall again be available upon his return to work.

25.10 An employee shall, on the first day of illness, report or cause to report such illness to a designated person at least thirty (30) minutes prior to his normal shift starting time except an office employee who shall so report within thirty (30) minutes following his normal starting time. In the case of employees working rotating shifts, at least four (4) hours' notice shall be given before the start of their shift, whenever possible.

25.11 Where an illness exceeds three (3) days and duration of illness has not been established by a physician, an employee, or his representative, shall telephone his immediate supervisor at least once per work week to re-establish the grounds for his absence. The employee must advise his supervisor one full day prior to returning to work that he intends to return.

Payment out of accumulated credits under the Sick Leave Plan shall be made only for illness, quarantine or noncompensable accident, established under Section 25.01, 25.02, 25.03, except they shall be paid to:

- (a) an employee retired under the provisions of any pension retirement regulations or who retires early due to ill health,
- (b) the estate of an employee who dies while in the service of the Corporation,
or
- (c) an employee on termination of employment who has at the date of termination four (4) or more years of service with the Corporation,

A sick leave gratuity of not more than an amount equal to his salary, wages or other remuneration, for one-half the number of days standing to his credit, and in any event not in excess of the amount of one-half year's earnings at the rate received by him immediately prior to termination of employment.

Payment of sick leave credits shall be calculated in the case of hourly rated employees, on the standard number of hours normally worked per day, multiplied

by the standard rate per hour normally paid the employee, and in the case of salaried employees, the standard salary normally paid per week, divided by the standard normal days worked per week.

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ARTICLE 25 - SICK LEAVE CONTINUED:

25.11Cont'd. In the case of employees who are granted leave of absence under Article 15.07 and who do not return to work for a minimum period of three (3) months at the conclusion of the leave of absence, the sick leave gratuity shall be calculated at the rate of pay received at the time the leave of absence commenced.

25.12 Each employee shall be supplied with a report of the balance of his sick leave credits on record.

ARTICLE 26: PENSIONS

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

26.02 The Corporation shall supply to the Union, annually upon request, information concerning the rights under the pension plans of members who are employees of the Corporation.

26.03 Any amendments to the aforementioned pension plans causing reduction in pension benefits shall be cause for negotiations with the Union in accordance with the provisions of Article 7.02 and 7.03.

ARTICLE 27: WORKERS COMPENSATION

27.01 An employee covered by this Agreement who suffers an injury while in the course of his duties, and who is in receipt of a wage or salary award from the Workers Compensation Board, shall be paid by the Corporation for a period not to exceed one (1) month for each separate injury, the difference between the said wage or salary award and his current wages or salary.

For absences in excess of one month, the injured employee shall be paid directly by the Workers Compensation Board.

27.02 An employee must provide medical certification stating he can perform the duties of his job before he will be permitted to return to work.

ARTICLE 28: BEREAVEMENT LEAVE

28.01 An employee on a seniority list will be granted five (5) day's leave of absence with pay to attend a funeral on the following basis:

Death of spouse or child.

28.02 An employee on a seniority list will be granted three (3) day's leave of absence with pay to attend a funeral on the following basis:

ARTICLE 28 - BEREAVEMENT LEAVE CONTINUED:

28.02 Cont'd. Death of father, mother, sister, brother, father-in-law, mother-in-law, grandparents, grandchild, spouse's grandparents, legal guardian or anyone to

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

Death of sister-in-law, brother-in-law, son-in-law, daughter-in-law.

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

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

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

28.06 On application in writing to his immediate supervisor at least twenty-four (24) hours in advance, the Manager of Employee Relations may approve leave of absence not to exceed four (4) hours:

- (a) With pay
 - (i) for an employee to attend the funeral of a close friend.
 - (ii) for two (2) of the Union Executive to attend the funeral of a present or retired employee.
- (b) Without pay for Union Executives in excess of two (2) to attend the funeral of a present or retired employee.

ARTICLE 29: SPECIAL ALLOWANCES

29.01 In addition to the basic wage and when authorized in advance, seventy (70) cents per hour shall be paid to, up to a maximum of four (4) employees, at any one location, directly engaged in the exhumation of bodies at a cemetery.

29.02 In addition to the basic wage, and when authorized in advance, fifty (50) cents per hour shall be paid to an employee engaged on the catchbasin cleaner emptying settling tanks and septic tanks, and an employee working within a sanitary or combined sewer for more than one (1) hour.

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ARTICLE 30: EMERGENCY CALL IN

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

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

ARTICLE 31: ON CALL PAY

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

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

ARTICLE 32: WORK AND PROTECTIVE CLOTHING

32.01 The Corporation shall supply work clothing in units to all permanent and seasonal employees in a department in which work clothing is presently distributed. Type of clothing to be distributed will be at the discretion of management.

32.02 The following article(s) of clothing make up a unit(s):

1 Shirt	=	1 unit
1 Summer Shirt	=	1 unit
1 T-Shirt	=	1 unit
1 Safety T-Shirt	=	1 unit
1 Pair Coveralls/Shop Coat	=	2 units
1 Pair Pants	=	1 unit

The above issue of clothing shall not apply to the employees of the garage where the present policy re clothing shall remain in effect.

32.03 Upon completion of their probationary period, newly hired permanent employees will receive - 8 units.

By May 1st each year, a permanent employee will receive, providing the employee has not received an issue within the previous 12 months - 6 units.

32.04 By May 1st each year, a seasonal employee will receive, provided the employee has not received an issue within the previous 12 months - 4 units.

32.05 Spare coveralls shall be available for change purposes for employees (operators) who normally work full-time at the City Landfill/Site, sweeper operators, employees cleaning sanitation vehicles, and employees engaged in the exhumation of bodies at the cemeteries.

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ARTICLE 32 - WORK AND PROTECTIVE CLOTHING CONTINUED:

32.06 The employee shall be responsible for keeping the clothing clean and in good repair. All clothing shall remain the property of the Corporation and must be returned upon demand. Clothing supplied shall be worn only during working hours and when proceeding to and from work.

32.07 Soft rubber overboots will be available for permanent employees who, in management's opinion, require such protection.

32.08 Canadian Standards Association approved safety footwear shall be worn by all probationary, temporary, and seniority employees in accordance with the "Occupational Health and Safety Act and Regulations".

Upon completion of the probationary period, the Corporation shall pay up to \$80.00 annually towards the cost of CSA approved safety footwear purchased by permanent and seasonal employees.

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

ARTICLE 33: JURY DUTY

33.01 Any employee of the Corporation who is called up to serve as a juror or as a witness in a legal proceeding, shall be granted leave of absence for such purpose and shall be paid full salary or wages, for the period of such

service, provided he shall make application to his immediate supervisor, and deposit with the City through the Human Resources Office, the full amount of compensation received for such services but not including travelling and meal expenses.

33.02 An employee who is not scheduled to work on any day that he serves shall not be required to deposit any compensation received for that day.

ARTICLE 34: LEGISLATION

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

ARTICLE 35: TECHNOLOGICAL CHANGES AND CONTRACTING OUT

35.01 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no permanent employee with eighteen (18) months or more seniority shall be laid off from work as a direct result of technological change in methods.

35.02 The Corporation shall give the Union thirty-five (35) days' advance notice of any planned technological change in methods which would affect wage rates or working conditions and will, if requested, discuss such change with the Union within seven (7) days after notification.

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ARTICLE 35 - TECHNOLOGICAL CHANGES AND CONTRACTING OUT CONT'D.:

35.03 In the event that the Corporation should introduce new methods or machines which require new or greater skills than are possessed by an affected employee under the present methods of operation, after-hours' training or study courses will be arranged if practicable. The Corporation shall reimburse each employee who successfully concludes any such required training or study course, for the cost of tuition and text books.

35.04 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no permanent employee with eighteen (18) months or more seniority shall be laid off from work as a direct result of contracting out present work or services of a kind presently performed by its employees.

35.05 In the event that the Corporation contemplates the contracting out of any services normally provided by members of the bargaining unit and which could possibly result in layoffs of permanent employees, the Corporation shall provide the Union with 60 days advance notice and agrees to enter into discussions with the Union.

ARTICLE 36: SAFETY AND HEALTH

36.01 The Corporation will continue to make adequate provision for the safety and health of employees during the hours of their employment.

36.02 A Joint Health and Safety Committee shall be established composed of two (2)

employees appointed by the Union and two (2) senior officials of the Corporation.

Both union and management will appoint one (1) alternate who will attend Safety Committee meetings only if one (1) of the two (2) regular members will not be in attendance.

- 36.03** The Safety Committee shall meet at least every month. A Statement outlining the matters for discussion will be submitted to members not less than two (2) days prior to the meeting except in cases of emergency.
- 36.04** Safety recommendations submitted to the Corporation by the Safety Committee will receive prompt and serious consideration with the aim of eliminating as far as practical, unsafe working conditions, unsafe working practices and other hazards to safety or health of employees during working hours.
- 36.05** Two (2) union representatives of the Safety Committee shall be paid for time spent in Safety Committee meetings during their regularly scheduled hours.

ARTICLE 37: BULLETIN BOARDS

- 37.01** The Corporation agrees to the posting of Union notices on the following Bulletin Boards:
- (a) City Hall (Cafeteria)

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ARTICLE 37 - BULLETIN BOARDS CONTINUED:

37.01 Cont'd

- (b) Recreation Office
- (c) Arenas
- (d) Fairview Cemetery
- (e) Lundy's Lane Cemetery
- (f) Service Centre (Lunch Room, Garage and Water Dept.)
- (g) Swimming Pools (when open)
- (h) Landfill Site
- (i) Oakes, Ker and Optimist Parks (when open)
- 37.02** Such notices shall relate to appointments, meetings, and elections and conventions of the Union and Union Social and Recreational affairs. All such notices shall be submitted to the Human Resources Department who shall arrange for their prompt posting.

ARTICLE 38: NOTICES

- 38.01** Each employee shall be responsible for advising the Human Resources Office,

through his supervisor, of his current address and telephone number (if any). An employee who does not keep the office informed may lose the benefits of this Agreement regarding notice and may be subject to other discipline.

38.02 Notice to the parties shall be addressed to:

- (a) Manager of Employee Relations City Hall, Niagara Falls, Ontario in the case of the Corporation; and
- (b) The President and Recording Secretary at their work location, in the case of the Union.

ARTICLE 39: VOTING TIME FOR GOVERNMENT ELECTIONS

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

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

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ARTICLE 40: MILEAGE ALLOWANCE

40.01 When requested by the Corporation and authorized by the Department Head to use their personal cars for Corporation business, on a casual basis, employees who do so will be paid at the rate of thirty-two and nine tenths (32.9) cents per kilometre.

40.02 When the continuing provisions of a personal car for Corporation business is a condition of employment, and the condition is met, a vehicle allowance of \$35.00 per month shall be paid plus thirty-two and nine tenths (32.9) cents per kilometre while travelling on approved Corporation business.

40.03 All mileage will be calculated from his normal place of work and will not include travel to and from place of residence. In cases where the employee is required to proceed from his place of residence directly to a work site, the distance shall be calculated as though he had travelled from his normal place of work to the site.

40.04 All mileage shall be approved by the Department Head and submitted to the

Finance Department for payment each month.

ARTICLE 41: JOB EVALUATION MAINTENANCE MANUAL

Purpose:

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

Definitions:

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

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

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ARTICLE 41 - JOB EVALUATION MAINTENANCE MANUAL CONTINUED:

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

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

Factor Degrees: The actual measurement levels within each factor.

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

Red Circled: The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with

the Job Evaluation Program.

- Incumbent:** An employee who has been hired into or promoted to a job. (An employee is an incumbent in one job only).
- Job:** A group or range of duties or tasks assigned to and performed by the incumbent(s).
- Job Analysis:** The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort and the working conditions involved in the performance of that job, through the use of questionnaires, observation and interviews.
- Job Description:** The official record of the principal tasks, duties of a job and qualifications required.
- Job Rating:** The selected degree levels, points, reasons for the job rating and total points established for a job in accordance with the Rating Manual.

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ARTICLE 41 - JOB EVALUATION MAINTENANCE MANUAL CONTINUED:

- Points:** The numerical expression adapted for measurement of each degree within each factor.
- Total Points:** The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.
- Joint Job Evaluation Committee (JJEC)** The Joint Job Evaluation Committee appointed by the respective parties to deal with matters relating to the rating of jobs.

The City of Niagara Falls and Local 133 shall each appoint two (2) representatives to the Joint Job Evaluation Committee.

Each party shall name one (1) representative as an alternate, should a regular JJEC member be unable to attend. (Alternates may attend all JJEC meetings but, shall not be permitted to vote on any

outstanding matters.)

All new JJEC Members will receive a training/orientation session conducted by the Human Resources Department in conjunction with the CUPE Job Evaluation Department.

Board of Referees: The Board of Referees will attempt to resolve all issue(s) outstanding at the JJEC level. Their decision will be final and binding on both parties.

Each party shall name one (1) representative as a Referee.

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

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

Out of Schedule Rate: A wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in

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ARTICLE 41: JOB EVALUATION MAINTENANCE MANUAL CONTINUED:

Out of Schedule Rate Cont'd. excess of the maximum rate that is determined for a job in accordance with the Job Evaluation Program.

Job Descriptions and Ratings:

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

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

The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill level, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are

subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific factors which are to be determined by the Joint Job Evaluation Committee.

The factors used are: Education

Experience
Judgement
Communications
Physical Effort
Mental Effort
Dexterity
Co-ordination of Others
Consequence of Error
Safety of Others
Working Conditions and Environment

Job Ratings serve to:

- (a) provide the basis from which to gauge equitable wage rate relationships between the jobs.
- (b) group jobs having relatively equivalent point values to the City into the same grade.

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ARTICLE 41: JOB EVALUATION MAINTENANCE MANUAL CONTINUED:

- (c) form the foundation from which to measure changes in job content.
- (d) enable the assignment of jobs into their proper wage grade in the Wage Rate Schedule.

In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.

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

- (a) It is the content of the job that is being analyzed, not the individual doing the job.
- (b) Jobs are to be evaluated without regard to an incumbents' performance or existing wage rates.

- (c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.
- (d) Workload is not a consideration when evaluating a job.
- (e) No interpolation of factor degrees is to be made in the use of this program (i.e. no insertion of a factor rating that falls between the established degrees of the factor).

Maintaining Job Descriptions and Ratings:

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

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

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ARTICLE 41: JOB EVALUATION MAINTENANCE MANUAL CONTINUED:

- (1) The job descriptions and job ratings which are in effect shall continue in effect unless:
 - (i) The job content is changed by the City of Niagara Falls
 - (ii) The job is terminated by the City of Niagara Falls
 - (iii) The job is changed as a result of a successful appeal or arbitration award.
- (a) Whenever the City of Niagara Falls decides to change the content or requirements of a job, the following procedures shall apply:
 - (i) Human Resources Department, in conjunction with the Department, shall prepare a revised job description.
 - (ii) The job description shall be submitted to the JJEC for rating. The Committee will have the right to interview, examine or observe any individual, job being performed or working condition as they pertain to the job description in question.

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

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ARTICLE 41 - JOB EVALUATION MAINTENANCE MANUAL CONTINUED:

- (ii) The job description shall be submitted to the JJEC for rating.
 - (iii) Once rated, both parties shall receive the final job description and ratings for the position. The JJEC's decision will be final and binding on both parties.
 - (iv) Should the JJEC be unable to agree on the ratings, the outstanding or questionable information will be submitted to the Board of Referees.
 - (v) Should the Board of Referees be unable to reach a decision, the outstanding issue will be turned over to a mutually agreed upon Arbitrator.
 - (vi) Once a final rating has been determined, the new job shall be assigned the appropriate wage grade. This assignment shall become effective from the first day of the position's existence.
2. If a change in job content or requirements results in a higher evaluation and wage grade for a job, the incumbent(s) of such job whose existing wage grade is thus below the established wage rate of the changed job shall be identified as being "green circled".

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

Appeals:

1. **New Positions:**

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

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

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ARTICLE 41 - JOB EVALUATION MAINTENANCE MANUAL CONTINUED:

the job description and/or rating.

The appeal must state in writing, why the incumbent(s) disagree with the job description and/or rating for the position.

The JJEC's decision will be final and binding on both parties. Should the Committee be unable to reach a decision, the outstanding matters will go to the Board of Referees and on to a single arbitrator if necessary.

2. **Changes in Job Content:**

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

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

ARTICLE 42: VIDEO DISPLAY TERMINALS

- 42.01 The Corporation shall give consideration to ergonomic factors related specifically to the purchase and operation of Video Display Terminal equipment.
- 42.02 A pregnant employee shall not be required to operate Video Display Terminals (V.D.T.) equipment, if she so chooses, and shall be assigned to alternative work if such work is available. In the event that alternative work is not available, in the opinion of the Corporation, the employee may elect to take an unpaid leave of absence for the duration of her pregnancy.

ARTICLE 43: DURATION OF AGREEMENT

- 43.01 This Agreement shall become effective as of January 1st, **1998** and shall remain in full force and effect until December 31st, **1998**.
- 43.02 This Agreement shall be automatically renewed from year to year thereafter, unless notice by registered mail is given by either party to the other party for amendment within ninety (90) days prior to December 31, **1998**, or any anniversary of such date.

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ARTICLE 43 - DURATION OF AGREEMENT CONTINUED:

All Letters of Understanding currently attached to the Collective Agreement shall be extended until December 31, 1998 except as follows:

Letter dated March 14, 1989 to be **removed** from the Collective Agreement
(RE: Job Evaluation, etc.)

Letter dated July 25, 1991 to be **removed** from the Collective Agreement
(RE: Internal Equity, etc.)

Letter dated December 5, 1996 to be **removed** from the Collective Agreement
(RE: Sick Leave Plan)

Letter dated December 5, 1996 to be **revised** to read as follows:

“It is understood and agreed by both parties to this Letter that in consideration for the settlement of the **1998** Collective Agreement, during the calendar year **1998** there will be no layoff reduction in hours of work of permanent employees who are members of C.U.P.E. Local 133. This letter shall be null and void effective December 31, **1998**.”

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this day of , **1998**.

PRESIDENT

MAYOR

SECRETARY

CITY CLERK

REPRESENTATIVE - CUPE

C.U.P.E., LOCAL 133 1998 RATE SCHEDULE

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

GRADE	DESCRIPTION	1998	
		A	B
	Student & Lifeguard		10.31
	Head Lifeguard		10.63
	Office Cleaner	15.00	
	Pool Attendant		13.49

**Levels 1 to 3 inclusive:
(A) to (B) at 60 working days**

01	ARENA ATTENDANT JANITOR - CITY HALL JANITOR - SERVICE CENTRE LABOURER PARKS/CEM. ATTENDANT YARD ATTENDANT	13.66	14.38
02	ASSISTANT STOREKEEPER MECHANIC'S ASSISTANT SEWER EQUIPMENT HELPER SNOWPLOW HELPER TRADES HELPER - CITY HALL	14.02	14.75

03	ACCOUNTS PAYABLE CLERK FINANCE CLERK GENERAL CLERK 1 MESSENGER METER READER WATER TRUCK DRIVER 1 - MUNICIPAL WORKS TRUCK DRIVER 1 - PARKS & CEMETERIES	14.37	15.13
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Levels 4 and above:

(A) to (B) at 120 working days

04	ASSISTANT EQUIPMENT MAINTAINER COMMERCIAL LOADER MAINTENANCE REPAIR PERSON OPERATOR 'B' PIPELAYER - SEWER PIPELAYER - WATER RECYCLING ASSISTANT	14.71	15.49
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**C.U.P.E., LOCAL 133 1998 RATE SCHEDULE
1998**

GRADE	DESCRIPTION	A	B
05	BACKHOE OPERATOR/TRUCK DRIVER 2 BY-LAW SERVICES CLERK CEMENT FINISHER GENERAL CLERK 2 HOUSE LATERAL CLEANER SWITCHBOARD OPER/RECEPTIONIST TRACTOR/TRACKLESS OPERATOR	15.07	15.86
06	ACCOUNTS RECEIVABLE CLERK ARENA CLERK/CASHIER ASSISTANT PAYROLL CLERK EQUIPMENT MAINTAINER FLUSHER OPERATOR HAUL - ALL OPERATOR LANDFILL GATE KEEPER SECRETARY - FIRE DEPARTMENT SECRETARY - PARKS & CEMETERIES SECRETARY - RECREATION FACILITIES SECRETARY - SERVICE CENTRE SIGN & MARKING MAINTAINER STOREKEEPER TRUCK DRIVER 2 VACTOR OPERATOR	15.43	16.24
07	BACKHOE OPERATOR/TRUCK DRIVER DISPATCHER/TIMEKEEPER LOADER OPERATOR//TRUCK DRIVER 2 MAIN SEWER CLEANER PARKING METER MAINTAINER PERMIT APPLICATION CLERK RECORD CLERK	15.77	16.61

RENEWAL CO-ORDINATOR CLERK
 SERVICE MAINTAINER
 WATER METER REPAIRER

08	CASHIER SWEEPER OPERATOR/TRUCK DRIVER 2	16.12	16.96
09	ACCOUNTING CLERK CARPENTER GRADER OPERATOR/TRUCK DRIVER 2 HORTICULTURALIST RECYCLING TRUCK DRIVER RESIDENTIAL PACKER OPERATOR TREE CLIMBER	16.47	17.34

C.U.P.E., LOCAL 133 1998 RATE SCHEDULE

GRADE	DESCRIPTION	1998	
		A	B
10	COLLECTIONS OFFICER COPY DUPLICATING TECHNICIAN DRAFTSPERSON/ENGINEERING CLERK EQUIPMENT MAINTAINER PARKS & CEM PAYROLL CLERK SECRETARY - TREAS COMM ADJUSTMENT TAX STATISTICS CLERK ZONING COMPLIANCE CLERK	16.82	17.71
11	APPLICATION EXAMINER FACILITY & EQUIPMENT MAINTAINER LANDSCAPE TECHNICIAN PLANNING TECHNICIAN GRADE 1 VEHICLE INSPECTION MECHANIC VITAL & LICENSING CLERK	17.19	18.08
12	LEAD HAND - FACILITIES LEAD HAND - PARKS MAINTENANCE CLERK MAINTENANCE WELDER WATER ACCOUNTS CLERK	17.53	18.45
13	COMPACTOR OPERATOR GARAGE MECHANIC LEAD HAND - CONSTRUCTION LEAD HAND - TREE REMOVAL	17.88	18.82
14	LEAD HAND - CEMETERIES LEAD HAND - WATER PLUMBER	18.23	19.20
15	INSTRUMENTPERSON	18.59	19.57

LEAD HAND - CITY HALL
 LOTTERY LICENCE INSPECTOR
 SENIOR ENGINEERING COST CLERK

16	DESIGN DRAFTSPERSON TECHNICIAN	18.93	19.93
17	BUILDING INSPECTOR 1 BY-LAW ENFORCEMENT OFFICER	19.29	20.31
18	ASSISTANT PLANNER	19.64	20.67
19	INFRASTRUCTURE DRAINAGE TECH. MUNICIPAL WORKS INSPECTOR PARTY CHIEF PROPERTY STANDARDS OFFICER	19.99	21.04

C.U.P.E., LOCAL 133 1998 RATE SCHEDULE

GRADE	DESCRIPTION	1998	
		A	B
20	BUILDING INSPECTOR 2 DESIGN TECHNICIAN DEVELOPMENT & DRAINAGE TECH. PLANNING DESIGN TECHNICIAN SITE PLAN INSPECTOR SPECIAL PROJECTS CO-ORDINATOR	20.35	21.41
21	PLAN EXAMINER SENIOR PARTY CHIEF	20.69	21.78
22	BUILDING INSPECTOR 3 PLANNER 1 TRAFFIC TECHNOLOGIST	21.04	22.15
23	DESIGN TECHNOLOGIST	21.40	22.53
24	PLANNER 2	21.75	22.90
25	SENIOR ZONING ADMINISTRATOR	22.10	23.26
26	SENIOR PLAN EXAMINER	22.46	23.64

Letter of Intent

between

The Corporation of the City of Niagara Falls

and

The Canadian Union of Public Employees Local 133

It is understood and agreed by both parties to this Letter that in consideration for the settlement of the 1998 Collective Agreement, during the calendar year 1998 there will be no layoff or reduction in hours of work of permanent employees who are members of C.U.P.E. Local 133. This letter shall be null and void effective December 31, 1998.

Dated this day of 1998.

Signed on behalf of the Corporation

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

