

The City of  
Niagara Falls  
Canada



## AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF NIAGARA FALLS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NUMBER 133

2002-2003-2004

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# AGREEMENT

## BETWEEN

**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
- Computer Operator
- Computer Programmer
- Employees of the **Human** Resources Division

## **ARTICLE 2 - RECOGNITION CONTINUED**

### **2.01 Cont'd.**

- 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.

**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 2 - RECOGNITION CONTINUED:**

- 2.09** A Student (not including a Co-Op Student) shall be recognized as an employee who is hired during the Summer period (May to September) and who has a return date to a Continuing Educational institute.
- 2:10** Child/children will also be recognized as a child for whom the employee has legal custody, excluding foster children.

**ARTICLE 3 - UNION SECURITY**

- 3.01** The Corporation agrees that each new employee after fifteen (15) working days of employment (within a twelve month period) and each present employee shall, as a condition of employment:
- (a) become and remain members in good standing of the Union; and
  - (b) have deducted 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 and twenty (120) 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 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 eleven **(11)** 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. Service Centre and Garage
  9. Recreation Administration **and** Programs
  10. 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.



## ARTICLE 7 - STEWARDS AND UNION COMMITTEES CONTINUED

- 7.01 Cont'd. (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 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.

## **ARTICLE 7 - STEWARDS AND UNION COMMITTEES CONTINUED:**

**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 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.

**ARTICLE 8- GRIEVANCE PROCEDURE CONTINUED**

**8.02 Cont'd.** 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.

**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**.

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

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

**ARTICLE 8 - GRIEVANCE PROCEDURE CONTINUED**

**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 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.
- (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

**ARTICLE 8 - GRIEVANCE PROCEDURE CONTINUED**

- 8.06(d) Cont'd.** 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.
- 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 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.
- 11.02** No employee shall be obligated to cross a picket line which exists in support of a legal strike or lockout if the crossing of such picket lines would cause harm or damage to the person or property of the employee.

## ARTICLE 12 - SENIORITY

- 12.01** Seniority is defined as the length of credited service with the employer and shall be calculated as described in Article 12.08.
- It is understood that all the following seniority rights are designed to give to each employee, according to 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. **The original order will not be affected by any name changes due to marriage or any other reason.**
- 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.

**ARTICLE 12 - SENIORITY CONTINUED:**

**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 working days of employment shall be transferred to the seasonal seniority list **and** his seniority shall be the date of the first regular work day following the completion of the one hundred **and** twenty (120) consecutive working days.

**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:

- (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.



## ARTICLE 12 - SENIORITY CONTINUED

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

## ARTICLE 13 - JOB POSTINGS

- 13.01 In promotions, demotions, transfers, layoff and recall, the following factors shall be considered:
- (a) Qualifications, knowledge, efficiency and ability to do the work of the job;
  - (b) Physical fitness;
  - (c) Length of continuous service; and when factors (a) and (b) are relatively equal, factor (c) shall govern.

**ARTICLE 13 - JOB POSTINGS CONTINUED**

- 13.02** Employees shall work on jobs assigned to them by the Corporation from time to time, provided that the right to make permanent transfers shall, subject to **13.01** be dealt with in the following manner:
- (a) The initial vacancy shall be posted for a period of six (6) days. Subsequent vacancies, not to exceed a maximum of four (4), resulting from the transfer of employees as a result of the initial vacancy shall be posted for four (4) days. If no suitable candidate applies, the job may be filled by the Corporation from among other employees, or by new hirings. If an applicant to the posting is awarded the vacant position and then withdraws or is successful on another posting prior to starting the first job, the employer will then award the vacant position to the next qualified senior applicant.
  - (b) The posting shall show the classification vacant, the requirements of the job and the wages for it.
  - (c)
    - (i) An employee may apply for a posted job as designated on the posting, setting out in detail 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) Where a senior applicant is not recommended to fill a vacancy, the Union shall be notified and a meeting, if requested, shall be held within five days between the Union, Human Resources and the affected Department to discuss the reasons for recommending a junior applicant.
    - (iv) If the parties do not agree with the recommendation, the senior applicant shall be advised of the reasons in writing, by the hiring department, and the matter may proceed through the grievance procedure if necessary, commencing at Step 3.
    - (v) The Corporation shall not hire to fill the vacancy, from outside the bargaining unit, if a grievance has been filed on the posting until an answer has been provided at Step 3 of the Grievance Procedure.
    - (vi) Within three (3) days of being notified, the Union may request a tryout period, in accordance with **13.02 (i)**, be given to the senior applicants whom the employer proposes to bypass. If the employee proves successful the employee will be placed in the job immediately.
    - (vii) If the applicant proves satisfactory the length of the tryout period shall be used to fulfill or reduce the time required to progress from the "A" to "B" rate shown in the wage schedule.
    - (viii) Upon filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant.

**ARTICLE 13 - JOB POSTINGS CONTINUED**

**13.02 Cont'd.**

- (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.
- (h) (i) In cases of promotion requiring higher qualifications or certification, the Corporation shall give serious consideration to the senior employee who does not possess the required qualifications, but is preparing for final qualifications prior to the filling of a vacancy  
(ii) The Corporation may give consideration to not filling a position for a period of up to six (6) months where an existing employee is preparing for qualifications. An extension of a further six (6) months may be granted if an examination has been written and the results are not known.
- (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).

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

- (i) Any posting will specify temporary vacancy caused due to LTD (extended illness or disability) and will not exceed two (2) years.
- (ii) The filling of the vacancy will be in accordance with Article 13.

## **ARTICLE 13 - JOB POSTINGS CONTINUED**

- (iii) An employee with seniority who is the successful applicant on a temporary posting, will be returned to his/her former position upon the completion of the temporary posting. If the seniority employees position no longer exists, the employee will be allowed to exercise their bumping rights in accordance with the collective Agreement.
- (iv) The Union will be notified in writing of persons accepted for LTD.

## **ARTICLE 14 - LAYOFF - RECALL**

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

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

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

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

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

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

- (a) when an employee has been recalled after layoff and has worked less than five (5) days, or
- (b) shall apply on an extended basis, up to thirty (30) days when it is intended to apply to the end of a project or its discontinuance due to the weather.

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

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

## ARTICLE 14 - LAYOFF-RECALL CONTINUED

- 14.06 Cont'd. (b) The senior employee shall notify the Manager of Employee Relations of his decision. Should there be **(2)** two identical positions in a department, the senior employee shall advise which specific position he wants to displace.
- (c) A permanent employee may displace a temporary employee providing that the employee meets the stated qualifications on the job description. Upon the completion of the temporary position, the employee may within **(5)** five working days have another opportunity to displace a junior employee.
- (d) **An** employee who is not accepted for a position due to lack of qualifications may within **(5)** five additional working days make **an** alternate selection. If this selection is also denied for lack of qualifications, the employee shall have **(3)** three days upon written notification to make another selection. The employee will be allowed to exercise their bumping rights a total of **(10)** ten times.
- (e) The Manager of Employee Relations or his representative will forward written notice of displacement to the employee being displaced with a copy of the latest seniority list showing the positions held by employees junior to that employee.
- (f) **An** employee who displaces a junior employee shall **be** given a trial period consisting of 60 working days during which he is performing the duties of the position. In the event that the employee proves unsatisfactory during this trial period, the employee will be given **(5)** five days to make **an** alternate selection as per Article (d) above. Any other employee displaced as a result of the re-arrangement of positions shall be returned to the former position held prior to the bump.
- (g) The Union will be sent copies of correspondence related to any of the above.
- (h) Grievances concerning Article 14.06 shall be initiated at Step 3.

## ARTICLE 15 - LEAVE OF ABSENCE

- 15.01** The 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.

## ARTICLE 15 - LEAVE OF ABSENCE CONTINUED

- 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 CUPE, its Affiliates or Chartered bodies.
- 15.04** One Local Union Officer shall be granted leave of absence, without pay, where reasonably possible, as interpreted by Management, upon written request through the employee's Department Head at least two (2) weeks in advance, unless circumstances make it impossible to do so. Such leave shall be for the purpose of tending to legitimate and reasonable business of the Local Union.
- 15.05** Upon receipt of reasonable notice and contingent upon the requirements of its operations, the Corporation shall grant leave of absence without pay, and without loss of seniority to one only employee who is elected or selected for a full-time or part-time position with the CUPE, or OFL, 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** Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy/parental/adoption to a maximum of six months. The employee returning to work after pregnancy/parental/adoption leave shall provide the Corporation with at least two weeks notice. On return from pregnancy/parental/adoption leave the employee will be placed in his/her former permanent position, if it still exists or a comparable position if the position does not still exist.

## **ARTICLE 15 - LEAVE OF ABSENCE CONTINUED:**

- 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.
- 15.09** Upon approval of Supervisor an employee may be allowed a total of 24 hours leave of absence per year, to be taken in increments of no less than 1 (one) hour at any one time, to attend to family matters. Time off may be booked against vacation time, lieu time or unpaid time. The employee will advise the employer as to how they want the time off charged. Supervisory approval is not to be unreasonably withheld.

## **ARTICLE 16 - WAGES**

- 16.01** The Corporation agrees to pay and the Union agrees to accept the Salaries and Wage Rates set out in the attached Rate Schedule.
- 16.02** Employees shall be paid 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".
- 16.04** All pay for hours worked the previous week, including overtime, shift premiums, rate changes, etc. shall be received by the employee with his normal pay for that week. When a holiday falls on a Monday or Tuesday of the following week, pay for overtime, shift premiums, rate changes, etc. for the Friday will be delayed one week

## **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, Saturday to 24.00 hours, Friday.

**ARTICLE 17 - HOURS OF WORK CONTINUED**

**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>
<b><u>City Hall</u></b>			
All Departments	08:30 hrs.	16:30 hrs.	Mon. through Fri.
<b>Lottery Licensing Co-ordinator</b>	<b>35 hours per week</b>		Mon. <b>through Sun.</b>
Lead Hand - City Hall	40 hours per week		Mon. <b>through Sun.</b>
Trades Helper - City Hall	40 hours per week		Mon. through Sun.
Janitor - City Hall	40 hours per week		Mon. through Fri.
Engineering Field Crew	<b>08:00 hrs.</b>	<b>12:00 hrs.</b>	Mon. through Fri.
	<b>13:00 hrs.</b>	<b>16:00 hrs.</b>	
<b>Works Inspection Crews</b>	<b>08:00 hrs.</b>	<b>12:00 hrs.</b>	Mon. through Fri.
	<b>13:00 hrs.</b>	<b>16:00 hrs.</b>	
Traffic/Parking Services	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. <b>through Fri.</b>
	<b>08:30 hrs.</b>	<b>16:30 hrs.</b>	
<b><u>Parks, Recreation and Culture</u></b>			
Clerical Staff	<b>08:30 hrs.</b>	<b>16:30 hrs.</b>	Mon. <b>through Fri.</b>
Cemeteries */Parks*	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	
Secretary - Parks & Cemeteries	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. <b>through Fri.</b>
Athletic Fields	40 hours per week		Mon. <b>through Sun.</b>
Arenas*	40 hours per week		
<b>Secretary - Rec. Facilities</b>	<b>40 hours per week</b>		
<b>Swimming Pools</b> (Lifeguards, Groundspersons, Attendants)	<b>07:00 hrs.</b>	<b>22:00 hrs.</b>	Mon. <b>through Sun.</b>
Lead <b>Hand*</b>	40 hours per week		Mon. <b>through Sun.</b>
Seniors Centre Janitor	40 hours per week		Mon. through Fri.
Seniors Centre Gen. Clerk 1	20 hours per week		Mon. through Fri.
<b><u>Service Centre</u></b>			
Secretary - <b>Serv.</b> Centre	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. through <b>Fri.</b>
Dispatcher/Timekeeper	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. through Fri.
Maintenance <b>Clerk</b>	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. through <b>Fri.</b>
Messenger*	<b>08:00 hrs.</b>	<b>+16:00 hrs.</b>	<b>Mon. through Fri.</b>
Stores Operations*	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. through Fri.
Streets"	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. through <b>Fri</b>
Streets-Tractor/Trackless Op.	<b>06:00 hrs.</b>	<b>14:00 hrs.</b>	Mon. through Fri.
Sewers"	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. through Fri.
Water Distribution*	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. <b>through Fri.</b>
<b>Sanding Crews*</b>			
Apr. 1 -Nov. 30	<b>16:00 hrs.</b>	<b>24:00 hrs.</b>	Mon. through Sun.
Dec. 1 - Mar. 31	<b>24:00 hrs.</b>	<b>08:00 hrs.</b>	Mon. through Sun.
Garage*	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. through Fri.
	<b>06:00 hrs.</b>	<b>14:00 hrs.</b>	Mon. through Fri.
Sweeper & Flushers*	<b>24:00 hrs.</b>	<b>08:00 hrs.</b>	Mon. through Sun.
Vehicle Inspection Mechanic"	<b>08:00 hrs.</b>	<b>16:00 hrs.</b>	Mon. <b>through Fri.</b>
	<b>16:00 hrs.</b>	<b>24:00 hrs.</b>	Mon. <b>through Fri.</b>



**ARTICLE 17 - HOURS OF WORK CONTINUED:**

<u>Department or Group</u>	<u>Start</u>	<u>Stop</u>	<u>Working Days</u>
Mechanic's Assistant	08:00 hrs. 16:00 hrs.	16:00 hrs. 24:00 hrs.	Mon. through Fri. Mon. through Fri.
Hand Sweepers:			
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.
Fire Department Secretary	08:30 hrs.	16.30 hrs.	Mon. through Fri.

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

- 17.04** The Corporation does not guarantee the above standard or other hours of work, but before **any** change is made in the stopping and starting times, or new or different shifts are established, there will be at least ten (10) days prior notice to, and discussion with, the Union.
- 17.05** When more than one 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, Seniors, & 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.  |
| Hand Sweepers                                   | Tues. through Sun. |
| Arenas  | Mon. through Sun.  |

## ARTICLE 18 - MEAL PERIOD CONTINUED:

- 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 \$6.50. (Effective Jan, 1, 2003, \$7.00) and (Effective Jan. 1, 2004, \$7.50). 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** (a) An employee shall receive overtime premium of:  
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).

**ARTICLE 19 - OVERTIME CONTINUED:**

- 19.03 (cont.) (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 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 October 1st of the current year **to** September 30th of the following year.

## **ARTICLE 19 - OVERTIME CONTINUED**

- 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.
  - (c) Employees are allowed a **maximum** of two (2) telephone numbers for overtime work opportunity call-out purposes.
  - (d) Employees are responsible for advising their immediate Supervisor of **any** telephone number changes by completing the appropriate form. **Any** employee who has not provided **a** telephone number will not be eligible to be called for overtime.

**19.07** **An employee who is absent due to vacation, lieu time, and/or a paid holiday in conjunction with vacation, and who is called for overtime will not have said overtime booked against them if they refuse such overtime.**

19.08 In computing overtime:

- (a) up to fifteen (15) minutes work shall be disregarded.
- (b) for fifteen (15) minutes or more work, **an** employee shall be paid for thirty (30) minutes.
- (c) for forty-five (**45**) minutes or more work, **an** employee **shall** be paid for one hour.

**19.09** Permanent seniority employees may be permitted to accumulate their overtime **and** paid holiday premium earnings in a payroll **bank** until the equivalent **of** up to a maximum per year of eighty (80) or seventy (70) hours, whichever corresponds with the employee's normal **weekly** hours, is accumulated. 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 (October 1<sup>st</sup> to September **30th**).
- (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.

**ARTICLE 19 - OVERTIME CONTINUED**

- 19.09 (cont.) (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 October 31st of the current vacation year.

**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%
Seventeen years or more	5 weeks	10%
Twenty-five 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.

**ARTICLE 20 - VACATIONS CONTINUED**

**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:

One year <b>or</b> more	4%
Six years or more	6%
Fourteen years or more	8%

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

**20.07** By application in writing, prior to April 15th, **an** employee may carry **forward** to the following vacation year up to ten (10) days' vacation subject to the approval in writing of 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**.

## ARTICLE 20 - VACATIONS CONTINUED

### 20.08 CONT'D

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

20.09 If an employee, who is in receipt of Worker's Compensation benefit, is unable to take vacation time off due to continuation of 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 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,

## ARTICLE 21 - PAID HOLIDAYS CONTINUED

- 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 abovenoted 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.

## ARTICLE 22: SHIFT PREMIUMS

- 22.01** Employees working on shifts other than a normal day shift Monday to Friday shall receive a shift premium of 55 cents per hour for all hours worked. A normal day shift shall be defined as a shift commencing between the hours 6:00 am to 9:59 am.

## 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.



## ARTICLE 23: TRANSFERS CONTINUED

23.01(Cont) (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.

**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.

## ARTICLE 23 - TRANSFERS CONTINUED

### 23.05 CONT'D

- (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.
- (d) **Employees on a temporary posted position will be paid the rate of this temporary position for sick time, paid and floating holidays, bereavement leave, or any other short term absences during the period of the posting only. They will not be paid this rate for any vacation or lieu time taken during this period unless earned during this period.**

### 23.06

#### **PAYMENT FOR TEMPORARY TRANSFERS :**

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.
- (c) An employee who temporarily substitutes in for all or part of a higher rated job will be compensated at the same rate of pay of the "B" rate of the collective agreement for that position.

### 23.07

#### **PAYMENT FOR TEMPORARY APPOINTMENT:**

When an employee temporarily substitutes, or performs the principal duties of any position outside the Bargaining Unit, whose job rate is higher than the job rate of the employee's regular Union position, 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.

**During the period of this appointment, the employee will not be eligible for overtime in his/her regular position,**

## ARTICLE 24: EMPLOYEE BENEFIT PLANS

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

- (a) Life and Accidental Death and Dismemberment Insurance

All Permanent Employees Under Age **65**:

One and one half (1-1/2) 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

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

- \$3,000.00 up to the end of the month in which the retiree reached the age of 70.

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

- (b) Supplemental Hospital (Semi-Private)

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

- Extended Health Care Plan \$10 - \$20 deductible, based on the 1984 Excelsior Life Plan with the Corporation, or an equivalent, and includes \$250 per person every two years for eye wear, no deductible, and \$300 per person per year for hearing aids. Effective January 1, 2004, \$300 per person every two years for eye wear, no deductible, and \$300 per person per year for hearing aids.

Out-of-Country Medical Benefit (All active Permanent employees)

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

- i) Room and board in a hospital up to the hospital's ward rate (including, where permitted by law, any admittance, coinsurance, or utilization charges.)

ii) other hospital services (provided out of Canada).

iii) out-patient services in a hospital

iv) services of a Doctor

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

- (d) A Dental Plan based upon the 1984 Excelsior Life Plan with the Corporation, or an equivalent, and the O.D.A. Suggested Fee Guide for General Practitioners for the year preceding the current year. In addition, a Rider providing Orthodontal coverage at 50% co-insurance with coverage of \$1,500 lifetime maximum per person and total family lifetime claim maximum of \$3,000. and a Rider providing coverage for crowns and bridges (excluding dentures) at 50% co-insurance with an annual maximum of \$750.

**ARTICLE 24 - EMPLOYEE BENEFIT PLANS CONTINUED:**

24.01 Cont'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.

24.01 (f) The employer may change carriers during the life of this collective agreement but may not reduce the benefit from the negotiated agreement and/or increase **the** cost to the employees. The employer will meet and discuss any carrier change with the union prior to the implementation.

24.01 (g) Seasonal Employees who were **on** layoff and are recalled to work will receive benefits as per the Collective Agreement on the first day of the **month** following their return to work. If **any** Seasonal Employee prepays health benefits upon layoff, the employee will be reimbursed the monthly premium for any month in which he works ten (10) days.

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

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

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

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

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

## ARTICLE 24 - EMPLOYEE BENEFIT PLANS CONTINUED:

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. If these premiums are not paid by the due date, **the** employee shall be removed from **the** various groups on the last day of **the** month for which the premiums have been paid. Upon recall the employee shall be liable for **any** waiting periods involved **and** in the case of Group Life Insurance, **may** not be eligible to receive **this** coverage.

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

24.04 The services in 24.01 (a), (b), and (c) shall be available to employees who retire early **using** options offered by OMERS Pension Plan, and the cost shall be borne by **the** Corporation until such employees attain the age of **65**, as long **as** the coverage is available from the Underwriter at group rates.

24.05 **An employee who dies while covered for health and dental benefits will have coverage for their dependents under 24.01 (b), (c), and (d) for their dependents until the earlier of the following dates:**

- (a) **18 months after the date of the employee's death**
- (b) **the date that the person would no longer be considered a dependent under the plan if the employee were still alive.**

## ARTICLE 25: SICK LEAVE

25.01 Sick leave means the period of time **an** employee is permitted to be absent from work with 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.

**ARTICLE 25 - SICK LEAVE CONTINUED**

- 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.
- 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.

## **ARTICLE 25 - SICK LEAVE CONTINUED**

Payment out of accumulated credits under the Sick Leave Plan shall be made only for illness, quarantine or non compensable 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.

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.

**27.03** All workplace accidents shall be reported to the Union in writing along with a copy of the Form 7 that is filed with WSIB.

## **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, child; or parent.

**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:

Death of sister, brother, father-in-law, mother-in-law, grandparents, grandchild, spouse's grandparents, legal guardian or anyone to whom the employee might owe bereavement responsibility as defined by the Manager of Employee Relations.

**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.



## ARTICLE 28 - BEREAVEMENT LEAVE CONTINUED:

- 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 When authorized by the employer, an employee directly engaged in the exhumation of bodies at a cemetery shall be paid at the rate of time and one half of their hourly wage rate for the time worked.
- 29.02 In addition to the basic wage, and when authorized in advance, one dollar (\$1.00) per hour shall be paid to an employee engaged on the catchbasin cleaner emptying settling tanks and septic tanks, and ~~an~~ an employee working within a sanitary or combined sewer for more than one (1) hour.
- 29.03 Cashiers Shortage Fund  
The purpose of this fund is to replace legitimate shortages occasionally developing in cash transactions which are the responsibility of the Cashiers of the Corporation to ~~the~~ extent and under the conditions as set forth hereafter;
- (a) The corporation will assume the cost of replacing such legitimate shortages up to a maximum limit of \$80.00 for each Cashier or anyone performing the duties of Cashier who works on cash as part of their job descriptions, for such shortages as they occur.  
At the sole discretion of the Chief Administrative Officer, any balance remaining after applying individual losses to an upset limit of \$400.00 may be applied at the end of the year to any substantial shortage in excess of the above limits, experienced by an individual cashier during that year.
  - (b) Cash overages will not be credited to the Cashiers Shortage fund.
  - (c) The Corporation reserves the right to cancel such Fund at any time it believes such Fund is being abused. Continual and abnormal claims against the fund may be grounds for layoff or transfer if other suitable work is available. Evidence of intentional drain could lead to discharge.

### 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.

During the life of this collective Agreement expiring December 31, 2004, all permanent employees who are entitled to work clothing, and Garage Mechanics, will be entitled to, as part of their annual entitlement:

1 Parka	=	4 units
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**ARTICLE 32 - WORK AND PROTECTIVE CLOTHING CONTINUED**

**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 ~~as~~ sweeper operators and employees engaged in the exhumation of bodies at the cemeteries.

**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 \$100.00 annually (~~\$125.00~~ effective Jan. 1, 2004) towards the cost of CSA approved safety footwear purchased by permanent ~~and~~ seasonal employees on the condition that they are actively at work and not on long term disability or extended leave of absence or scheduled for retirement within ~~six (6) months~~.

**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.

**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)
  - (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) Senior Citizens Centre
  - (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.

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

### **Definitions:**

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

- Job Evaluation:** **Is** a process for determining the relative worth **of** a position to an organization. It involves studying and analyzing a job to obtain information about **the** content of the job, the preparation of **a** job description and **the** rating of the job **by** use **of** a rating **system**.
- Employee:** **An** employee of the City of Niagara Falls in the bargaining unit **for** which Local 133 is the recognized bargaining agent as **defined** in the Collective Agreement.
- Factors:** The major criteria, **i.e.** skill, effort, responsibility and working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Program.
- Factor Degrees:** The actual measurement levels within each factor.
- Green Circled:** The wage rate **an** employee is receiving that is lower than the wage rate that has been established for the job in accordance with **the** Job Evaluation Program.
- Red Circled:** The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Program.
- Incumbent:** An employee who has been hired into or promoted to **a** job. (An employee is **an** incumbent in one job only).
- Job:** **A** group or range of duties or tasks assigned to **and** performed by the incumbent(s).

## **ARTICLE 41 - JOB EVALUATION MAINTENANCE MANUAL CONTINUED:**

- Job Analysis:** The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort and the working conditions involved in the performance of that job, through the use of questionnaires, observation and interviews.
- Job Description:** The official record of the principal tasks, duties of a job and qualifications required.
- Job Rating:** The selected degree levels, points, reasons for the job rating and total points established for a job in accordance with the Rating **Manual**.
- Points:** The numerical expression adapted for measurement of each degree within each factor.
- Total Points:** The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.
- Joint Job Evaluation Committee (JJEC)** The Joint Job Evaluation Committee appointed by the respective parties to deal with matters relating to the rating of **jobs**.  
The City of Niagara Falls and Local 133 shall each appoint two (2) representatives to the Joint Job Evaluation Committee.  
Each party shall name one (1) representative **as an** alternate, should a regular JJEC member be unable to attend. (Alternates may attend all JJEC meetings but, shall not be permitted to vote on any outstanding matters.)  
All new JJEC Members will receive a training/orientation **session** conducted by 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 excess of the maximum rate that is determined for a job in accordance with the Job Evaluation Program



**ARTICLE 41: JOB EVALUATION MAINTENANCE MANUAL CONTINUED:**

**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**.
- (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.

## **ARTICLE 41: JOB EVALUATION MAINTENANCE MANUAL CONTINUED**

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:

**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.
  - (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.

## ARTICLE 41 - JOB EVALUATION MAINTENANCE MANUAL CONTINUED

- (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 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 **to** a single arbitrator if necessary.

## **ARTICLE 41 - JOB EVALUATION MAINTENANCE MANUAL CONTINUED**

### 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, 2002 and shall remain in full force and effect until December 31st, 2004.

**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, 2004**, or any anniversary of such date.

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

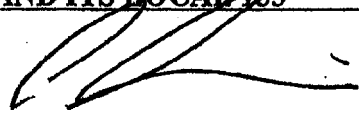
All Letters of Understanding and Letters of Intent currently **attached** to **the** Collective Agreement shall be extended until December 31, 2004 except **as** follows:

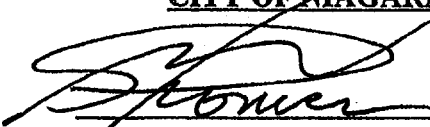
Letter of Agreement dated Oct. 12, 1999 re: Human Rights Code to be added and attached to  
the Collective Agreement

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 17 day of July, 2003.

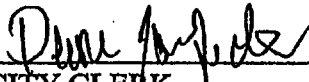
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 133

THE CORPORATION OF THE  
CITY OF NIAGARA FALLS


  
\_\_\_\_\_  
PRESIDENT

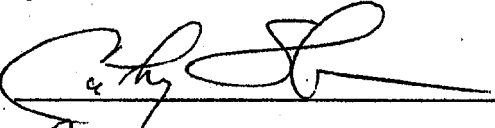
  
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SECRETARY


  
\_\_\_\_\_  
CITY CLERK

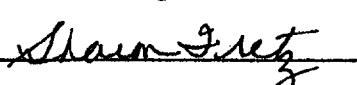
  
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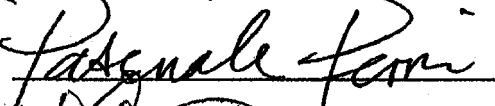
  
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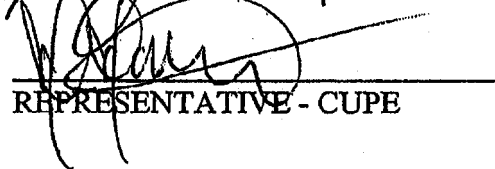
  
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Armin Wjalski

  
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Sharon Greig

  
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Pasquale Ferreri

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REPRESENTATIVE - CUPE