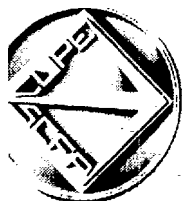


SOURCE	Municipality		
EFF.	91	07	01
TERM.	93	06	30
No. OF EMPLOYEES	900		
NOMBRE D'EMPLOYÉS	88		

COLLECTIVE AGREEMENT

between



**the Canadian Union
of Public Employees
Local 1287**

and



**the Regional
Municipality
of Niagara**

July 1, 1991 to June 30, 1993

SEP 14 1992

0717804

AGREEMENT

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1287

JULY 1, 1991 to JUNE 30, 1993

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THIS AGREEMENT MADE THIS 16th DAY OF DECEMBER, 1991

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

-and

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

(Office and Clerical Unit, Transportation Services,
Water Treatment and Pollution Control Division]

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT:

ARTICLE 1 - PREAMBLE

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

Now, therefore, the parties agree as follows:

ARTICLE 2 - MANagements RIGHTS

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

2.02 The Union further recognizes the rights of the Corporation to operate and manage its business in all aspects in accordance with its responsibilities. In addition the Location of its plants or places of employment, the methods, processes and means of performing the various works are solely the right and responsibility of the Corporation.

2.03 The Corporation has the right to make and alter from time to time rules and regulations to be observed by the employees provided that no change in such rules and regulations shall be made by the Corporation without prior notice to and discussion with the Union.

2.04 If there is to be re-organization or relocation of offices, departments or divisions resulting in the transferring of employees there shall be' prior discussion with the Union.

ARTICLE 3 - RECOGNITION

3.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time employees in the Social Services Department; the Public Works Department engaged in Maintenance Services and Operations; and office and clerical employees of the Corporation save and except the following exclusions:

- Those covered by other collective agreements
- Administrative Assistants
- Assistant to Regional Clerk
- All employees of the Human Resources Department
- Assistant Directors
- Assistant Regional Solicitor
- Assistant Corporate Information Systems Officer
- Assistant Secretary/Treasurer - Land Division

ARTICLE 3 - RECOGNITION (continued)

- Budget Analyst
- Chief Clerks - Senior Citizens
- Confidential Secretaries to Department Heads, C.A.O. and Regional Chairman
- Confidential Secretaries to Division Heads (5)
- Confidential Secretaries to Administrators (Senior Citizens Department)
- **Confidential Secretary - C.I.S.**
- Co-ordinators (Senior Citizens, Health Services, EMO)
- Cost Analyst
- Corporate Information **Systems** Officer
- Department Heads
- Deputy Regional Clerk
- Deputy Department Heads
- Division Heads
- Engineers
- Financial and Economic Analysts
- Foremen and those above the rank of foremen
- Health and Safety Officers
- Legal Assistant
- Manager of Accounting Services
- Manager of Budget and Capital Financing
- Manager of Current Planning
- **Manager of I.S., Health Services**
- **Manager of Operations, C.I.S.**
- Manager of Payroll and Pension Administration
- Manager of Policy Planning
- Manager of Purchasing
- Managers of Social Services
- **Manager of Systems and Programming, C.I.S.**
- Manager of Transportation Services

ARTICLE 3 - RECOGNITION (continued)

- Ontario Land Surveyors
- Planners
- Professional Engineers
- ***Project Financial Coordinator***
- Property Officers
- Risk Management Financial Analyst
- Secretary/Treasurer - Land Division
- Senior Budget Analyst
- Senior Financial Analyst
- Senior Systems Analyst
- Senior User Support Analyst
- Students employed on a co-operative training schedule
- Superintendents
- Supervisors - Public Works
- Supervisors - Senior Citizens Department
- Technologists
- Traffic Co-ordinator
- Training Officers

3.02 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimenting, emergencies or when a regular qualified employee is not readily available and the work involved is less than one hour's duration.

3.03 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or the Union or their respective representatives which conflicts with the terms of this Collective Agreement.

3.04 The Corporation and the Union agree that any new positions not coming within the foregoing recognition clause or the exclusions therefrom shall be discussed by the parties to determine whether they come within the jurisdiction of this Agreement or are excluded therefrom.

ARTICLE 3 - RECOGNITION (continued)

3.05 Students employed during school vacation periods and employees who are employed for a specific term or task under a government employment program shall have a separate seniority list and shall be entitled to all rights and benefits of the Collective Agreement with the exception of Article 25.03 (Payment of Wages), Article 25.07 (Courses of Study), Article 27.01 (Ontario Municipal Employees Retirement System), Article 27.02 (Health Care Plans), Article 27.03 (Group Life Insurance), Article 27.07 (Long-Term Disability Plan), and Article 31.04 (Safety Footwear). It is understood and agreed that the students employed under the contract shall not be used in classifications of higher paying positions normally offered to full-time employees. Students shall be used to carry out duties normally performed in past practice.

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

Such employees may apply for a posted vacancy and will receive consideration for such vacancy before a new employee is hired.

ARTICLE 4 - DISCRIMINATION

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4.01 The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by the reason of his membership or activity in the Union or that of any dependent of the employee.

ARTICLE 5 - UNION SECURITY

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

5.02 Harassment in the Workplace

14/11 see p. 65

The policy in regards to harassment shall be in accordance with Appendix "A" attached.

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ARTICLE 6 - CHECK-OFF UNION DUES

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

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

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

7.01 The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 On commencing employment or within a reasonable time thereafter, the employee's immediate supervisor shall introduce the new employee to his Union Steward or representative who will provide him with a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

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

ARTICLE 9 - UNION COMMITTEES AND STEWARDS

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

W
(a) A Union committee of five (5) employees, one of whom shall be the President of the Local or his representative for the purpose of renewing or amending the Collective Agreement.

(b) A grievance committee of four (4) employees, one of whom shall be the President of the Local or his representative.

ARTICLE 9 - UNION COMMITTEES AND STEWARDS (continued)

- 9.01** (c) A Union committee of not less than three (3) employees, one of whom shall be the President of the Local or his representative for the purpose of Labour Management meetings with the Corporation as set out in Article 10.0 1.
- (d) An Occupational Health and Safety committee consisting of four (4) members of the Union and four (4) appointees of Management to operate as outlined in the Ontario Occupational Health and Safety Act.
- (e) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.
- 9.02** In order to provide an orderly and speedy procedure for the settling of grievances, the Corporation acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee which the Steward represents in preparing and presenting his grievance in accordance with the grievance procedure.
- 9.03** The department covered by each Steward shall be listed in Appendix "C" of this Agreement. Five (5) Stewards (includes Homes and Health Unit) shall be appointed by the Union as Chief Shop Stewards. The Union will endeavour to have one steward and one alternate steward for all workplace locations.
- 9.04** The Union shall notify the Corporation in writing of the name of each Steward and the department(s) he represents and the Chief Steward before the Corporation shall be required to recognize them.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

- 10.01** Meetings between the Corporation and the Union shall be held at times mutually agreeable to both parties within ten (10) calendar days of a request from either party. A statement outlining the matter for discussion will be submitted by each Party not less than five (5) days prior to the time of the scheduled meeting, except in cases of emergency.
- 10.02** The Corporation agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. It is understood that 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 immediate supervisor, which shall not be unreasonably withheld, and shall explain the reason for his absence. Upon resuming his regular work, he will report to his immediate supervisor.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS (continued)

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

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

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

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

ARTICLE 11 - THE COUNCIL AGENDA

11.01 Prior to a Council meeting, the Corporation agrees to provide the President and Secretary of the Union and the Unit Chairmen with a copy of the Council Agenda. Copies of the Council proceedings shall be supplied to these Union officials following the Council meeting.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 ~~is~~ *article, the word "days" shall exclude Saturdays, Sundays and paid holidays.*

It is the mutual desire of the Parties that complaints of employees shall be adjusted as promptly as possible. An employee shall take up any complaint directly with his immediate non-union supervisor within seven (7) days of the event upon which the complaint originated. The immediate supervisor shall arrange for the presence of his Steward, if he so requests. The immediate supervisor shall give his reply within two (2) days.

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

Part-time employees to be represented by usual full-time location stewards and to have their own representative on the grievance committee any time a grievance affecting a part-time employee is heard.

Failing satisfactory settlement, the following grievance procedure shall apply.

12.02 Step 1

(a) In the first instance an employee shall take up any grievance directly with his immediate non-union supervisor and, if not satisfied, shall within five (5) days of the answer in Article 12.01 submit his grievance in writing duly authorized and processed in accordance with Article 12.02(b) to his immediate supervisor who shall arrange for the presence of his steward. The supervisor responsible for making the decision will give his decision (in writing) within five (5) days following this meeting, with a copy to the Secretary of the Union.

(b) All grievances submitted under Article 12 and Article 13.04 shall be submitted in writing and shall be signed by the grievor and by the Chairperson of the Grievance Committee or the Secretary of the Union. The grievance shall be submitted on the approved form and shall contain facts of the grievance, the sections of the Agreement alleged to be violated and relied upon.

12.03 2

If not settled in Step 1, the grievance may within a further three (3) days be submitted to the next level of supervision. The supervisor shall meet with the Steward and a Union representative to hear the grievance within three (3) days of its submission and shall give his decision and reason for it in writing within three (3) days of hearing, with a copy to the Secretary of the Union.

12.04e p 3

If not then settled the grievance may, within a further five (5) days, be submitted by the Grievance Committee to the Committee of Management to be dealt with at a meeting to be held within five (5) days of the submission. At Step 3, there may be present a representative of the Union if requested by either party. The decision of the Committee of Management shall be given in writing to the Secretary of the Union within ten (10) days after the meeting at which it was discussed.

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

12.05 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 parties shall meet as soon as possible and will attempt to agree upon a Chairman of the Arbitration Board, and failing such agreement within five (5) days after they have first met, either party may within five (5) days request the Office of Arbitration of the Ontario Ministry of Labour to name a Chairman. No person shall be selected as a Chairman who has been directly involved in attempts to negotiate or settle the grievance or one who has any pecuniary interest in the Corporation or in the Union.
- (b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within thirty (30) days after the arbitration has been completed. The decision of the Arbitration Board shall be final and binding on both Parties to the Agreement and, in the event that it is not possible for the Board to reach a majority decision, then the Chairman's decision shall be final and binding. Nothing in this article shall prevent the parties from agreeing to the appointment of a sole arbitrator that is acceptable to both parties.
- (c) The Arbitration Board shall not have jurisdiction to alter or Change any of the provisions of this Agreement or to substitute any new provisions in lieu therefore, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitration Board shall have power to vary or set aside the decision of the Committee of Management or penalty imposed upon the grievor.
- (d) A grievance submitted to arbitration will be one limited to the interpretation, application, administration or alleged violation of this Agreement. The Party receiving Notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting to a technical violation or error, or that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

- (d) dealing with the matter on its merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and proceed with the matter on its merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Grievance Committee in the case of a Corporation grievance shall stand. Should the parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- (e) Each of the Parties will bear the expense of its representatives and the Arbitrator appointed by it, and the Parties shall share equally the expenses of the Chairman of the Arbitration Board. Where a sole arbitrator is appointed under Article 12.05(b), the arbitrator's costs will be shared equally between the parties.
- (f) No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Agreement, except that, if at any step of this grievance procedure the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time, which shall start to run from expiration of the allotted time which the answer should have been given.
- (g) At any stage of the grievance procedure, including arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring Parties to have access to the appropriate building and to view disputed operations and to confer with necessary witnesses.
- (h) The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties to this Agreement.

12.06 or Policy Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees *or* the Union has a grievance, Steps 1 and 2 of this Article may be bypassed and such grievance submitted at Step 3 within ten (10) days of the event upon which it is based.

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

12.07 The Union shall have the right to originate a grievance on behalf of an employee within ten (10) days of the event on which the grievance is based. Such a grievance shall commence at Step 1 and the grievor shall be present unless excused by agreement between the Union and the Corporation.

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

12.09 **ement Grievance**

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

Step

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

Step

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

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 Whenever the Corporation deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow, the Corporation shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union with a copy to the employee involved.

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

ARTICLE 13 - DISCIPLINE AND DISCHARGE (continued)

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

13.04 A grievance claiming unjust discharge or suspension shall be submitted in writing to the Director of Human Resources within five (5) days of the date that the Union and the Steward have been notified in writing of such discharge or suspension and it shall commence at Step 3 of the grievance procedure.

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

13.06 Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of twelve (12) months in which he has not received any disciplinary warning or suspension. ⁹!

ARTICLE 14 - SENIORITY

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

^{4/6}
14.02 A part-time employee's seniority shall be defined as length of service with the Employer 'in a bargaining unit position and shall be based on a date of hire which will be amended so that length of service shall be proportional to time normally and actually worked.

14.02 The Corporation shall maintain a master seniority list showing the date upon which each employee's service commenced and seniority date. The Corporation shall prepare and post copies of the seniority list and deliver copies to the Union. This list shall be brought up-to-date as of April 1st and October 1st of each year and copies shall be posted and delivered to the Union. At any time during working hours, up-to-date seniority information shall be available, on reasonable notice, to the Union on application to the Human Resources office.

ARTICLE 14 - SENIORITY (continued)

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

14.03 Newly hired employees shall be on probation and seniority shall become effective only after an employee has worked a total of four hundred and fifty hours (450) hours and shall then be measured from the beginning of the probationary period. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except that he shall not grieve with respect to discharge.

8/20/06

The part-time probationary *period* shall be 360 hours or six (6) months whichever is the earliest.

14.04 Seniority rights shall cease for the following reasons:

- (a) If the employee resigns;
- (b) After *twenty-four (24)* consecutive months on layoff;
- (c) If the employee is discharged and the discharge is not reversed through the grievance procedure;
- (d) If an employee has been absent from work in excess of five (5) working days without sufficient cause or without notifying his foreman, superintendent, or immediate supervisor, unless satisfactory reason is given;
- (e) If an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to his last known address, on the Corporation's records, to report for work and does not give a satisfactory reason;
- (f) If an employee overstays a leave of absence granted by the Corporation in writing and does not secure an extension of such leave, unless a satisfactory reason is given;
- (g) At the end of the month in which the employee's 65th birthday occurs;

2/2/04

provided that an employee shall not lose seniority rights if he is absent from work because of sickness, accident or leave of absence approved by the Corporation.

ARTICLE 14 - SENIORITY (continued)

14.05 employee shall be promoted to a position outside the bargaining unit without his consent. If an employee is promoted to a permanent position outside of the bargaining unit, he shall retain his seniority acquired at the *time* of leaving the unit for a period of not more than *two (2) years*. *After completion of the applicable probationary period for the position, such an employee may only return to the bargaining unit if laid off, terminated from the assignment or through the posting procedure.* Such return shall be discussed between the Union and the Corporation. *Such return shall not result in the displacement of an employee with greater seniority.*

(ii) An employee who accepts a temporary position outside of the bargaining unit shall retain his seniority acquired at the time of leaving the unit. Such temporary assignments shall not be for a time period greater than two (2) years. The employee shall return to his former position upon completion of the temporary assignment.

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

ARTICLE 15 - RETIREMENT AGE

15.01 agreed that the first day of retirement shall be the first day of the month following the month an employee attains his sixty-fifth (65) birthday.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

(See Letter of Agreement, Article 16.14)

16.01 (a) When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Corporation shall post notice of the position on all bulletin boards, *(for a six-month trial period), for a period of seven (7) calendars days*, with a copy to the Union, in order that all members will know about the position and be able to make written application therefor.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES (continued)

16.01 It is understood that the Corporation may proceed with other advertising of any position outside the bargaining unit during the time of posting. It is further understood and agreed that, with the exception of the provisions of this paragraph Article 16.01 (a), the provisions of this Agreement shall not apply to any position outside the bargaining unit.

(b) Vacancies arising through normal retirement, which the Corporation intends to fill, shall be posted thirty (30) days prior to the employee's retirement date.

(c) All temporary vacancies posted will state the anticipated length of time the position will be vacant.

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

16.03 (a) When a secondary vacancy occurs due to the transfer of an employee into the initial vacancy, it shall be posted for four (4) working days.

(b) Subsequent vacancies due to the transfer of employees into secondary vacancies shall be posted for three (3) working days.

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

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

Where a senior applicant is not recommended to fill a vacancy, the Union shall be notified; and a meeting, if requested, shall be held within five (5) days between two (2) representatives from the Union and two (2) representatives from management (Human Resources Department and selecting department) to discuss the reasons for recommending a junior applicant. Such notification and meeting shall take place prior to the successful applicant being appointed to fill a vacancy.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES (continued)

If the parties do not agree with the recommendation, the senior applicant shall be advised of the reasons in writing and the matter may proceed through the grievance procedure if necessary.

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

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

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

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

16.07 The successful applicant appointed to a posted vacancy shall be placed on the job for a period of four hundred and fifty hours (450) worked. Conditional upon satisfactory service, such promotion shall become permanent after a period of four hundred and fifty (450) hours worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds himself unable to perform the duties of the new classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

The length of the trial period for part-time employees shall be three hundred and sixty (360) hours or 6 months, whichever is the earliest.

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

16.09 Any person on layoff from the classification to be filled with recall rights shall be recalled before the vacancy is posted.

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

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES (continued)

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

- 16.11** The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.
- 16.12** When an employee through compensable injury or disease is unable to fulfill the normal requirements of his job, he may be assigned to other work which he is able and qualified to perform, where such work is available and provided that he shall not displace any employee with greater seniority.
- 16.13** The Corporation will endeavour wherever reasonable and practicable to give interested employees, in accordance with seniority, the opportunity of gaining experience from time to time in other work operations to enable such employees to qualify for higher-paid positions. During any such temporary training period, there will be no change in the basic rate of pay of any employee involved. (See attached Letter of Agreement.) (Article 16.)
- 16.14** *The successful applicant appointed to a posted vacancy will be placed in that position within twenty (20) days of being awarded the position. If placement is delayed by the Corporation, the employee shall receive the applicable rate of pay beginning on the 21st day. The trial period for such employees shall not commence until the successful applicant actually commences work in the new position.*
- 16.15** Successful and unsuccessful applicants shall be so advised, *within twenty (20) days of the selection of the successful candidate.* The name of the successful applicant will be posted and the Union will be notified.
- 16.16** In vacancies of twenty (20) working days or less which the Corporation intends to fill, a qualified person from within the Department shall be appointed according to seniority.

ARTICLE 17 - LAYOFFS AND RECALLS

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

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ARTICLE 17 - LAYOFFS AND RECALLS (continued)

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

17.03 The Corporation shall notify employees ²⁰⁰⁷ who are to be laid off seven (7) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work seven (7) full days after notice of layoff, he shall be paid in lieu of work for that part of seven (7) days during which work was not made available.

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

17.05 The Corporation agrees to pay its share of premiums for group insurance plans for the two (2) months following the month of layoff. The laid off employee will pay his share of such premiums from final wages. In the event of a longer layoff, and not exceeding one (1) year, employees so affected will be given the opportunity to continue the coverage through direct payment provided the plan permits it.

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

17.07 (a) An employee with seniority in the bargaining unit whose job is permanently affected after the signing of this Agreement, by way of being discontinued or changed in a manner that will reduce the employee's rate of pay or regular hours of work, may if he chooses displace an employee with lesser seniority in any classification covered in this Agreement provided he has the necessary qualifications. Other employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner. Any employee displaced will be notified by the Director of Human Resources with information as to his rights under this clause. In the event an employee is unable to find a suitable position due to being displaced, he shall be considered laid off.

(b) Should a vacancy which the Corporation intends to fill occur in a classification from which an employee has been displaced through the exercise of seniority as provided in Article 17.07(a), the position will be offered to the displaced employee without posting provided that not more than 365 days have elapsed since the employee's reclassification.

ARTICLE 17 - LAYOFFS AND RECALLS (continued)

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

ARTICLE 18 - HOURS OF WORK

18.01 The normal work week for full-time employees shall consist of:

- (a) For the Office and Clerical staff, five (5) seven (7) hour days from Monday to Friday inclusive for a total of thirty-five hours per week. Except as hereinafter provided in Schedule "B", the hours of work shall be from 8:30 a.m. to 4:30 p.m. with a one hour lunch period.

(b) For Transportation Services staff, unless otherwise noted in this agreement, five (5) eight (8) hour days for a total of forty (40) hours per week. Except as provided in Schedule "B", the normal work week shall be 8:00 a.m. to 4:00 p.m., Monday through Friday.

- (c) For Water Treatment and Pollution Control staff, five (5) eight hour days for a total of 40 hours per week. Except as provided in Schedule B, the normal work week shall be 8:00 a.m. to 4:30 p.m., Monday through Friday.

18.02 If a regular shift is to be established, the hours and days of work shall be posted in an appropriate place at least four (4) weeks in advance. The Corporation shall, after agreement with the Union, set forth the shift schedule of each department.

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

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

18.04 All employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes both in the first and the second half of a shift.

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

ARTICLE 18 - HOURS OF WORK (continued)

18.06 Hours of work for part-time employees:
See "Schedule B"

ARTICLE 19 - OVERTIME

19.01me worked beyond the normal work day and/or the normal week shall be considered as overtime.

19.02 Overtime rates shall apply for work as follows:

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1. Time and one-half for the first four (4) hours, and double time for all hours worked after four (4) hours.

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

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

19.04 Part-time employees in the Office and Clerical Unit shall be entitled to overtime rates for all hours worked in excess of seven (7) hours per day. Part-time employees in Transportation Services and the Water Treatment and Pollution Control Division shall be entitled to overtime rates for all hours worked in excess of eight (8) hours per day. The applicable overtime rates shall also apply for all hours worked on holidays or regular days off.

19.05 It is agreed that should overtime work be required, it shall be shared as equitably as possible among those employees who are usually engaged in the operations involved and are willing to participate in the said overtime work. The Corporation will endeavour to keep overtime to a minimum and shall, accordingly, post and keep up-to-date a list of all overtime worked. Transportation yards -during the Winter season an overtime call-in list will be provided and be updated every Tuesday and Friday.

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

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

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ARTICLE 19 - OVERTIME (continued)

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

Monday to Friday inclusive - 2 hours pay per day

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Saturday, Sunday and Holidays - 3 hours pay per day

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 19 - Overtime of this Agreement. On call duty shall be equally divided among the qualified employees who are usually engaged in the operations involved.

19.08 (a) In cases of twenty-four (24) hours, seven (7) days a week, full-year operations, certain cyclical arrangements may be made providing employees with time off equivalent to Saturdays and Sundays over periods of four (4) to eight (8) weeks.

(b) During the period of November 15 to March 31, Transportation Services employees required to work on a rotating shift schedule and on a seven-day operation will be paid time and one-half (1-1/2) for the sixth (6) consecutive day, and double time for the seventh (7) consecutive day.

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

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

19.11 By mutual agreement between the Corporation and the employee involved, time off at the appropriate overtime rate shall be granted in lieu of cash for overtime worked. If no mutual agreement can be reached, cash payment will be made. Lieu time earned for overtime is separate and apart from lieu time earned from statutory holidays. (See attached Letter of Agreement.)

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ARTICLE 20 - SHIFT WORK

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

- \$0.40 per hour, afternoon shift *44/100040*
- \$0.45 per hour, night shift. *45/100045*

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

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

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

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

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

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

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

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

20.06 Employees who are required to work on Saturday and Sunday as part of their regular shift shall receive a Saturday and Sunday premium in the amount of forty-five cents (\$0.45) per hour for all hours worked. Employees who are required to work on Saturday and Sunday as part of their regular shift shall receive a Saturday and Sunday premium in the amount of fifty cents (\$0.50) per hour for all hours worked.

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ARTICLE 21 - PAID HOLIDAYS

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

⁵³ / ₁₂₀ New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	<i>Christmas Eve Day</i>
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	<i>New Year's Eve Day</i>

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

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

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

21.03 (a) An employee who is not required to work on the above holidays shall receive holiday pay equal to one of his or her normal day's pay, provided he/she has worked their scheduled shift preceding and succeeding the paid holiday unless excused in writing by his/her superintendent or Division Head, and has worked 32 hours in the four weeks preceding the holiday.

(b) When an employee is scheduled to work on the paid holiday and does not work, he shall not be paid for the holiday unless excused by his immediate non-union supervisor.

(c) It is understood that an employee will not be required to work his scheduled shift before or after a paid holiday if he is absent on sick leave and can provide a doctor's certificate, or jury duty, leave of absence for Union business or bereavement leave.

(d) When an employee is required to work on a holiday upon which he was scheduled to work, he shall receive time and one-half pay plus another day off with pay at a time mutually agreeable between the employee and the Corporation, or a day's pay in lieu thereof.

ARTICLE 21 - PAID HOLIDAYS (continued)

(e) When an employee is required to work on a holiday upon which he was not scheduled to work, he shall receive double-time pay plus another day off with pay at a time mutually agreeable between the employee and the Corporation, or a day's pay in lieu thereof.

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

ARTICLE 22 - VACATIONS

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

<u>Credited Service as of</u> <u>May 31 of Current Year</u>	<u>Vacation</u>	<u>%</u>
Less than one (1) yr.	1 working day for each month up to a maximum of 10	4%
⁵⁴ 01-02 One (1) yr. or more	2 weeks	4%
03-03 Three (3) yrs. or more	3 weeks	6%
10-04 Ten (10) yrs. or more	4 weeks	8%
11-05 Seventeen (17) yrs. or more	5 weeks	10%
28-05 Twenty-eight (28) yrs. or more	6 weeks	12%

Plus one day each year after 30 years of service.

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

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31-06-2 38-07-4
32-06-3 39-08-1
33-06-4
34-07
35-07-1
36-07-2

ARTICLE 22 - VACATIONS (continued)

22.03 ion pay will be calculated at the greater of:

la) the appropriate percentage (indicated in Article 22.01) of gross annual earnings in the vacation year ending May 31;

or

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

(c) See attached Letter of Agreement.

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

22.05 (1) An employee entitled to up to two (2) weeks vacation may take it at one time during the calendar year.

(2.a) For the vacation period from January 1 to June 30, each department shall post a list by November 15 and the employee shall indicate by December 1 the vacation period they wish.

The department head shall post this list of the vacation periods by December 15. After this date, the department head or the employee shall not alter the vacation periods unless by mutual consent.

(2.b) For the vacation period July 1 to December 31, each department shall post a list by March 15 and the employee shall indicate by April 1 the vacation period they wish.

The department head shall post this list of the vacation periods by May 1. After this date, the department head or the employee shall not alter the vacation periods unless by mutual consent.

(3) The department head shall set the vacation period taking into account the wishes of the employees on the basis of seniority, insofar as he considers consistent with the efficient functioning of the department; but consideration of seniority shall be related to only two (2) weeks of an employee's vacation. The employee shall indicate which two (2) weeks are to be his priority.

ARTICLE 22 - VACATIONS (continued)

(4) An employee entitled to a vacation in excess of two (2) weeks may, with the approval of the department head, take his vacation at one time during the calendar year.

(5) Unused vacation may be accumulated with the prior approval in writing of the department head; such answer must be given in writing within two (2) weeks or by April 1 st, whichever is earlier.

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

22.07 Employees who have been absent without pay for more than two (2) consecutive months for any reason shall receive a pro-rata reduction in their vacation entitlement.

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01 Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled, quarantined by authority of a medical officer, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

23.02 January 1, all full-time employees who have completed their initial probationary period shall have eighteen (18) days sick leave credited to them. All new employees hired after January 1 shall be entitled to one and one-half (1-1/2) days per month sick leave credit accumulative from the first day of the next month after completion of their probationary period.

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

23.04 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent from sick leave as defined in Article 23.01. Absence as defined in Article 23.01 for less than one-half day shall not be deducted. Absence for one-half day or more, and less than a full day, shall be deducted as one-half day.

23.05 The Corporation may require an employee to produce a certificate from a qualified medical practitioner for any illness certifying that such employee is unable to carry out his duties due to illness or injury.

ARTICLE 23 - SICK LEAVE PROVISIONS (continued)

23.06 When an employee is given leave of **absence** without pay for any reason for a period in excess of two (2) consecutive months or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall receive pro-rata reduction to his accumulative credit for the period of such absence.

23.07 An employee who has completed three (3) years of service and who has exhausted his sick leave credits shall be allowed an extension of his sick leave to a maximum of twenty (20) days. This sick leave extension shall be repaid by the employee upon his return to duty through his normal monthly accumulation. Should an employee leave the service of the Corporation before he has repaid the extended sick leave allowance, the balance not repaid shall be deducted from his final monies.

23.08 A record of all unused sick leave will be kept by the Corporation; and, immediately after the close of each calendar year, the Corporation shall supply each employee with a written statement of his accumulated sick leave credit.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Bereavement Leave: Leave of absence shall be granted for attendance at the funeral and for bereavement purposes as follows:

- 5 days - Death of spouse, son, daughter, *parents*
- 3 days - Death of step-parents, mother/father-in-laws, brother, sister, guardian, grandparents, grandchild

If any day where leave is required is a day normally required to be worked by the employee, he shall be paid for such day.

24.02 Leave for attendance at the funeral shall be granted as follows:

- 1 day - Death of brother-in-law, sister-in-law, son-in-law, daughter-in-law

An employee *may* be granted four (4) hours paid leave and up to four (4) hours unpaid leave to attend a funeral as a pallbearer.

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

ARTICLE 24 - LEAVE OF ABSENCE (continued)

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24.04 Upon written request, leave of absence without pay and ~~without loss of~~ seniority shall be granted for pregnancy to a maximum of six months. The employee returning to work after maternity leave shall provide the Corporation with at least two weeks' notice. On return from maternity leave, the employee will be placed in her former position. In the event that an employee does not return to work from a maternity leave, employees who are filling vacancies caused by the maternity leave shall have their preference as to whether they maintain their position or return to their former position.

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Upon written confirmation by the Unemployment Insurance Commission of the appropriateness of the Region's Unemployment Supplemental Benefit (SUB) Plan, an employee who is on maternity leave as provided under this Agreement and who is in receipt of unemployment insurance maternity benefits, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between 75% (seventy-five per cent) of her regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of her regular weekly unemployment insurance benefits and any other earnings to a maximum of \$100 (One Hundred Dollars) per week and subject to the combined benefits not exceeding 95% (ninety-five per cent) of the employee's weekly earnings.

24.05 Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any federal, provincial or municipal election or referendum. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Corporation as may be necessary to provide such three (3) hours while the polls are open. The employees shall suffer no loss of pay for such absence.

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

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

ARTICLE 24 - LEAVE OF ABSENCE (continued)

24.08 When it is necessary to write an examination following completion of a course of study approved through the Corporation's Adult Education Policy, time off without loss of pay or seniority will be granted, sufficient to write such an examination. Travel or other expenses will not be covered.

24.09 When leave of absence is required to write an examination following completion of a course not previously approved through the Adult Education Policy, the employee concerned may apply in writing to the Director of Human Resources. Such leave of absence with or without pay and without loss of seniority will be granted if, in the judgement of the Corporation, the course of study is appropriate.

24.10 The Corporation will grant leaves of absence without pay and without loss of seniority provided such leaves are for good and sufficient reason and can be granted consistent with the requirements of the Corporation. Requests shall be made in writing and shall be submitted to the department head in advance of the commencement of the leave, unless the circumstances make it impossible to do so. Replies shall be in writing and shall include the reason if the request cannot be granted.

The Corporation, upon reasonable notice, will grant a leave of absence to an employe yet? using an employe's choice of lieu time or vacation time to attend to a sick child.

24.1.1 (a) Union Leave: Upon receipt of reasonable notice, the Corporation shall grant leave of absence without pay and without loss of seniority to an employee who is elected or selected for a full or part-time position with C.U.P.E., the Ontario Federation of Labour or the Canadian Labour Congress, for a period of up to two (2) years. Such leaves shall be limited to a maximum of three (3) employees of which no more than one (1) employee may be from each of the following units: Office & Clerical, Water Treatment & Pollution Control, Transportation Services.

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

(b) Union Leave: Where leave of absence has been granted under this Article to an employee who has been elected to the National Executive Council of the Canadian Labour Congress, such leave of absence shall be automatically renewed for the duration of the employee's term of office.

ARTICLE 24 - LEAVE OF ABSENCE (continued)

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

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24.12 Union Affairs: Employees elected or appointed to attend conferences and conventions or to conduct the Union's affairs shall, where reasonably possible, be granted leave of absence without pay for the same provided the Corporation is given reasonable notice. No more than three (3) employees from each unit may be absent at any one time and such leaves without pay shall not total more than one-hundred and fifty (150) shifts in the year excluding travelling time. The Corporation will continue to pay the employee's salary and benefits and invoice the Union for the same.

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

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

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

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24.16 An adoptive mother will be granted adoption leave without pay and without loss of seniority for a period not to exceed six (6) months commencing from the date of placement of the adopted child provided written notice of intention to adopt is given to the Corporation at least three (3) months in advance of the date of placement. It is recognized that the date of placement may not be known until almost immediately prior to such date. On return from adoption leave, the employee will be placed in her former position.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 The Corporation shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees shall receive their pay weekly by 4:00 p.m. on the eleventh day following the Sunday of the week worked. On each pay day each employee shall be provided with an itemised statement of his wages and deductions. All pay cheques that are placed in envelopes will be sealed including those mailed in "window" envelopes.

The Corporation shall provide cheques to personnel on shift as follows:

4:00 p.m. - 12:00 a.m. Before the pay day at the start of the shift

12:00 a.m. - 8:00 a.m. Pay day at 8:00 a.m."

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

25.03 When an employee temporarily substitutes in or performs the principal duties of a higher paying position, he shall receive the rate for the job. When an employee is assigned to a position paying a lower rate, his classified rate shall not be reduced.

25.04 Employees shall, upon giving at least three week's notice, receive on the last office day preceding commencing of their annual vacation any cheque which may fall due during the period of their vacation. (See attached Letter of Agreement.)

25.05 Employees required to work two (2) or more consecutive hours of overtime either preceding or succeeding any shift, provided that twelve (12) hours notice is not given, shall be provided with a meal allowance of **five dollars and seventy-five cents (\$5.75)**. Providing of notice does not guarantee that overtime will actually be worked.

25.06 The Corporation agrees to pay up to a maximum of **three hundred dollars (\$300)** per year, **including tuition and required text**, toward the cost of any academic or technical course of study approved by the Corporation. Application for approval shall be made by the employee as required by the Corporation which shall have the exclusive right to determine whether or not such course is appropriate for the employee involved. If the course is not deemed appropriate, the reason shall be given in writing to the employee. The Corporation shall also determine from time to time the conditions under which such payment shall be made and shall advise the Union immediately of any change of policy. (See attached Letter of Agreement.)

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES (continued)

25.07 At the discretion of Management, it may be advisable to appoint Lead Hands on a temporary basis. His wage level while on this assignment would be:

(a) one job level higher than the highest level he is leading;

or

(b) his own basic rate, plus *fifty cents (\$0.50) per hour effective July 1, 1991; sixty cents (\$0.60) per hour effective July 1, 1992;*

whichever is greater.

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

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

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

25.10 When requested by the Corporation and authorized by the immediate supervisor to use their personal automobile for Corporation business, employees who do so will be reimbursed at the rate established annually by the Niagara Regional Council based on the Canadian Automobile Association costing formula.

All mileage shall be approved by the department head and submitted to the Finance Department for payment each month.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Corporation agrees to draw up job descriptions for all positions listed in Schedule "A". These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

26.02 Existing classifications shall not be eliminated without prior agreement with the Union.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION (continued)

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2
26.03 When the duties in any classification are changed or substantially increased (other than temporarily), or where the Union or an employee feels he is incorrectly classified, or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Corporation and the Union. If the parties are unable to agree on the reclassification or rate of pay of the job in question, such dispute shall be subject to the grievance procedure.

26.04 The Corporation undertakes at its expense to provide and schedule training necessary for water and pollution control employees who are required to have certification for the operation of all water and pollution control facilities. Those employees who are unable to obtain certification will continue to be employed in a position within the bargaining unit. Such employees may choose to exercise bumping rights in accordance with Article 17.01 of this Collective Agreement.

ARTICLE 27 - WELFARE BENEFITS

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

27.02 The Corporation shall pay 100% of the cost of the following Plans:

1. Ontario Health Insurance Plan $\rightarrow 20) 5.5 / 100 \quad \frac{76}{6}$
2. Blue Cross (or equivalent) Plan for Semi-Private Hospital Care
3. Blue Cross (or equivalent) Extended Health Care (\$10-\$20 deductible) with provision for eyewear (\$125 per calendar year) and hearing aids (\$600 per year). $\frac{706}{100}$
4. *Blue Cross Deluxe Travel Han*
5. Dental Plan (Blue Cross Code 9 or equivalent) - O.D.A. Fee Schedule previous year effective July 1, includes orthodontia, capping, crowns, \$1,500 maximum lifetime benefit, 50/50 co-insured.

ARTICLE 27 - WELFARE BENEFITS (continued)

6. Overage Rider:

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

Unmarried children related to the employee or the employee's spouse by birth, by adoption or guardianship, are covered until the end of the year in which they attain age 21.

Children related to the employee as above may be eligible for continued coverage after the end of the year in which they attain age 21, if they are between the ages of 21 and 25, are unmarried, reside with the employee, or, if they do not reside with the employee, are the employee's legal responsibility for the provision of medical care, and are dependent on the employee for their support and are in attendance full time at a university or college. Eligible children may be continued under the employee's coverage beyond the year in which they attain age 21 until they no longer meet any one of the above eligibility requirements or until the end of the year in which they become 25.

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

7. Part-time benefits:

6/6

Extended Health Care \$5,000 lifetime maximum
Blue Cross Semi-Private Coverage
Blue Cross Basic 7 Dental
Life Insurance Flat \$10,000

27.03 Full-time employees shall participate in a mutually agreed-upon Life and Accidental Death and Dismemberment Insurance Policy with the Corporation paying 100% of the cost. Coverage for employees shall equal one and one-half (1-1/2) times the annual basic salary or wages rounded to the next highest \$500. Retired employees up to 70 years of age \$2,000.

7/2

70.0
100

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

72
999

ARTICLE 27 - WELFARE BENEFITS (continued)

(c) Effective January 1, 1988, employees exercising retirement options under the OMERS "90 Factor" shall receive benefits paid by the employer as follows (integrated with provincial benefit plans for senior citizens):

1. Ontario Health Insurance Plan
2. Dental Plan *70,2100 → 90/97 amount
7112 / .40*
3. Extended Health Care, maximum \$10,000 lifetime to 65 years of age

26/8
27.04 An employee prevented from performing his regular work with the Corporation, on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable. within the meaning of the Compensation Act, shall receive from the Corporation, in addition to payment of benefits, the difference between the amount payable by the Workers' Compensation Board and his regular net salary, for a total period not to exceed eighteen (18) months.

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

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

75/0759987 70.0-075---
27.07 The Corporation shall pay 75% and the employees shall pay 25% of the premium for a mutually agreed upon Long-Term Disability Plan which shall provide coverage for 75% of an employee's gross annual income to age 65, commencing after the expiration of sick leave credits and other statutory benefits. All welfare benefits provided under Article 27.02 shall be provided to employees receiving Long-Term Disability benefits at no cost to the employee. Effective July 1, 1981, two year "own occupation" definition to apply.

ARTICLE 28 - SAFETY AND HEALTH

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

ARTICLE 28 - SAFETY AND HEALTH (continued)

- 28.02** The Union acknowledges its responsibility and that of its members to cooperate in the maintenance of safe working practices and conditions and in the observance of rules in this regard.
- 28.03** The Corporation will make every reasonable effort to ensure that employees are not required to work under hazardous conditions. Complaints in this regard will be brought to the attention of the employee's immediate supervisor who will take the appropriate action.
- 28.04** The Corporation will recognize the Union-appointed Safety Representative as the Safety Observer in his designated area.
- 28.05** The Corporation will continue its present practice of supplying protective clothing and equipment.
- 28.06** The Union shall be notified immediately of each accident or injury requiring a Worker's Compensation Board report.
- 28.07** An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.
- 28.08** Transportation to and from the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Corporation.
- 28.09** First aid equipment shall be provided in all trucks and in other appropriate locations by the Corporation.
- 28.10** All employees shall be transported under cover in heated vehicles.
- 28.11** When employees are employed in excavation work, there shall be an employee on the surface of the ground to ensure the safety of employees engaged in the trench to assist in the carrying out of the work as required by the Occupational Health and Safety Act as amended from time to time.
- 28.12** When an employee is required to enter a tank or vessel for the purpose of cleaning or repair, there shall be an employee close by and readily available to assist in the event of an emergency as required by the Occupational Health and Safety Act as amended from time to time and Regional Policy on Confined Spaces.

ARTICLE 28 - SAFETY AND HEALTH (continued)

28.13 A procedure of regular interval telephone checks will be provided for the safety of those employees who are required to work alone in water treatment and pollution control plants. Details of this procedure will be kept posted at all times in each such plant.

28.14 PROGRAM - The policy in regards to the EAP Program shall be in accordance with Appendix "B" attached.

ARTICLE 29 - TECHNOLOGICAL AND OTHER CHANGES

29.01 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no employee shall be laid off or have his employment terminated as a result of a technological change in methods.

29.02 The Corporation shall give the Union ninety (90) days advance notice of any planned technological change in methods or contracting out of municipal services which would affect wage rates or working conditions and will, if requested, discuss such change with the Union.

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

29.04 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no employee shall be laid off or have his employment terminated as a result of contracting out work or services of a kind performed by its employees.

ARTICLE 30 - JOB SECURITY

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

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

ARTICLE 31 - UNIFORM AND CLOTHING ALLOWANCE

- 31.01 (a) The Corporation shall supply to all permanent employees in the Water Treatment and Pollution Control Division, five (5) sets of shirts and pants, or four (4) sets of shirts and pants and one (1) pair of coveralls. Maintenance personnel will be supplied with three (3) pairs of coveralls as well as the shirts and pants. The Corporation 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 only be worn during working hours.
- (b) Two (2) replacement sets of shirts and pants, or one (1) replacement set of shirt and pants and one (1) replacement of coveralls shall be supplied no later than June 1st of each year.
- (c) New employees in the Water Treatment and Pollution Control Division shall be supplied with adequate protective clothing immediately.
- (d) The Corporation will continue its existing practice of supplying lab coats for Day Care Teachers (in colours other than white) and will keep the lab coats clean and in good repair.*

31.02 The Corporation agrees to supply coveralls or pants and shirts where deemed necessary or appropriate by the Corporation for mechanics, servicemen, repairmen and for what may otherwise be classified as dirty work in Transportation Services.

31.03 The Corporation shall supply protective clothing for employees working in machine rooms in the Office and Clerical Unit.

31.04 The Corporation shall make a payment of \$75.00 once per calendar year toward the purchase of C.S.A.-approved safety footwear to each employee who is required to wear such footwear.

ARTICLE 32 - NO STRIKES OR LOCKOUTS

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

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

ARTICLE 33 - GENERAL CONDITIONS

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

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

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

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

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

33.06 Upon death or termination of employment after three (3) years of service, an employee or his representative shall be entitled to a lump sum payment in recognition of service to the Corporation. Such payment shall be calculated as an amount equal to 50% of the value of his accumulated sick leave credits, but not exceeding one-half year's earnings at the rate received by such employee immediately prior to such death or termination.

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

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS

34.01 The present practice of Credit Union payroll deductions at the request of the employee shall be continued.

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS (continued)

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

34.03 Some employees shall receive all statutory benefits to which they are entitled.

ARTICLE 35 - COPIES OF AGREEMENT

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

ARTICLE 36 - GENERAL

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

ARTICLE 37 - TRANSFER OF EMPLOYMENT

37.01 No employee shall be assigned without his consent to serve on a permanent basis at a location in the Regional area more than sixteen (16) kilometres distance from his station of employment.

ARTICLE 38 - RETROACTIVE PAYMENT

38.01 Payment of retroactive wages will be made to all employees on staff as of ***July 1, 1991***.

ARTICLE 39 - NOTICES

39.01 Employee shall advise his immediate supervisor of his current mailing address and telephone number and will advise changes, if any, within seven (7) calendar days of the effective date of the change.

ARTICLE 39 - NOTICES (continued)



39.02 Notice to the Parties shall be addressed to:

The Director of Human Resources
The Regional Municipality of Niagara
2201 St. David's Road
Thorold, Ontario
L2V 4T7

-and-

The President and Secretary
The Canadian Union of Public Employees, Local 1287
255 St. Paul Street West
St. Catharines, Ontario
L2S 2E4

-and-

Canadian Union of Public Employees
Two Westport Centre,
102-110 Hanover Drive,
St. Catharines, Ontario
L2W 1A4

ARTICLE 40 - TERM OF AGREEMENT

40.01 This Agreement shall be binding and remain in effect for a period of *twenty-four (24) months from July 1, 1991 to June 30, 1993* and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to June 30 in any year that it desires its termination or amendment.

40.02 This Agreement may be amended by the Parties by mutual agreement at any time during the existence of this Agreement.

40.03 Either party desiring to propose changes or amendments to this Agreement shall, within the ninety (90) day period prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make very reasonable effort to consummate a revised or new Agreement.

40.04 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

LETTERS OF AGREEMENT

AMALGAMATION OF CUPE LOCAL 1757 CLERICAL EMPLOYEES

1. All CUPE Local 1757 clerical positions would remain at their current rate and would receive CUPE Local 1287's negotiated comparable pay rate effective January 1, 1990.
2.
 - (a) All employees with one (1) year or more of service as of January 1, 1990 would retain their present vacation entitlement but would progress according to CUPE Local 1287's contract. All other employees would earn vacation entitlement according to CUPE Local 1287's terms.
 - (b) All employees would, upon date of transfer, be subject to all other benefits according to CUPE Local 1287's terms.
 - (c) All employees would transfer their full seniority.
 - (d) All employees would transfer their accumulated sick leave.
 - (e) New pay rates will be established through Job Evaluation at levels consistent with CUPE Local 1287 agreed to Joint Job Evaluation Program.
 - (f) Transfer to be effective November 1, 1989.

Article 16.13

"Further to our discussions during the negotiation meetings the following is for your information.

At the time of centralizing the Field Services Section of our Department, discussions took place with C.U.P.E. 1287 regarding the assigning of caseload areas to our caseworker staff. At that time, C.U.P.E. expressed concern that an employee living, for example, in Fort Erie might be assigned to work in a caseload area in Grimsby.

We met with the Union representatives and assured them that such a scenario would not take place. We further assured them that we would not use the transferring or placement of staff in casework areas as a disciplinary measure with one exception, that being that we might move staff into the area where the centralized field office was located for supervisory purposes. We also assured the Union that we would, wherever possible, have staff employed in casework areas as close as was feasible to where they lived.

To the best of my knowledge this policy has been followed and my inquiries with senior staff in the Field Office assure me that this policy is still in effect.

I have also been advised that on occasion when caseload areas become open, and when staff request specifically to be placed in that caseload area, that consideration is given to this request.

Article 16.13 (continued)

For various reasons we cannot accede to this type of request on all occasions. However, it is and will continue to be our policy to accommodate staff wherever feasible in caseload areas as close to their home, if not within their home area, as is possible.

I have again discussed this matter with senior staff in the Social Assistance Division so that there is no misunderstanding as to the right of workers to request consideration for specific caseload areas."

Article 19.11

"We acknowledge that lieu time earned for overtime is separate and apart from lieu time earned from statutory holidays."

Article 22.03(c)

"We wish to advise that when the new payroll system is in full production to issue pay cheques, separate cheques may be issued for vacation pay adjustments and shall be received at a specific date in the year.

The Employer shall use its best efforts to ensure vacation pay adjustments are received by the employees by the second pay period in August and by way of separate cheque."

Article 23 and 27.07

The parties hereby agree by this Letter of Understanding to meet during the term of this collective agreement to discuss the issue of providing a mutually-acceptable short-term/long-term disability plan to replace the existing sick leave system.

Article 25.04

"Upon full implementation of the new payroll system, it is understood that two weeks notice for vacation pay advancement requested will be sufficient."

Article 25.06

"We will undertake a study towards the possibility of a 'Central Fund' for purposes of allowing all employees to enter courses of study to improve educational status. The study will consider all avenues of permitting self-improvement for all employees and at the same time address the requirements of the Employer and commitments to fulfil Employer/Employee obligations."

SCHEDULE "A"

Job Classifications
Office & Clerical Unit

<u>Job Level</u>	<u>Classification</u>
1	Office Cleaner General Clerk Clerk-Typist I Repro/Mail Clerk I Day Nursery Q1 Day Nursery Cook
2	Clerk-Steno I Repro/Mail Clerk II Day Nursery QII
3	Clerk-Typist II Payroll Clerk I Switchboard/Receptionist Encoder Accounting Clerk I Income Maintenance Clerk Receptionist <i>Ward Clerk</i>
4	Clerk-Steno II Day Nursery QIII PHDC Worker <i>Resource Teacher</i>
5	Encoder II Payroll Clerk II Payment & Statistical Clerk Accounting Clerk II Data Entry Clerk/Operator Day Nursery QIII plus Counter Receptionist Records Clerk Buildings Maintenance Clerk Clerk/Receptionist

- 6 Secretary
Chainperson/Rodperson
Traffic Investigator
Graphics Assistant
Project Programmer
Computer Operator
Junior Draftsperson
Purchase of Service Worker
- 7 Buyer I
Capital Accountant
Caseworker I
Instrumentperson
Draftsperson
Industrial Waste Inspector
Programmer/Analyst I
Intake Rep.
User Support Analyst/Trainer
- 8 Caseworker II
Community Worker
Traffic Services Inspector
Buyer II
Planning Technician I
Reprographics Supervisor
Research Technician
Accountant II
Accountant Programmer
Properties Draftsperson
Traffic Analyst
Senior Clerk
Day Care Supervisor
PHDC Supervisor
- 9 Caseworker III
Coordinator - Community Worker
Buyer III
Accountant III
Traffic Technician
Planning Technician II
Projects Technician
Legal Survey Technician
Maintenance Technician
Survey Party Chief
Industrial Waste Technician
Chief Clerk - Social Services
Transportation Planning Technician

- 9 Source Document Control Supervisor
Coordinator - Employment Services
Technical Services Technician
Municipal Employment Program Counsellor
Systems Support Specialist

- 10 Supervisor - Social Services
Social Worker - **M.S.W.**
Properties Surveyor
Accounting Supervisor
Purchasing Supervisor
Senior Payroll Accountant

- 14 All Student employees of the Corporation
(May through September).

It is understood and agreed that the students employed under the contract shall not be used in classifications of higher paying positions normally offered to full-time employees. Students shall be used to carry out duties normally performed in past practice.

Grid system will be negotiated as part of the overall negotiations of the Pay Equity Plan.

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SCHEDULE "A"

Wage Schedule
Office & Clerical Unit

Job Level	Year	Start	After 3 Months	After 12 Months
1	Jul.1/91 - Dec.31/91	11.6002	12.1228	
	Jan.1/92 - Jun.30/92	11.8322	12.3653	
	Jul.1/92 - Jun.30/93	12.3055	<u>12.8599</u>	<i>Clerk Typist</i>
2	Jul.1/91 - Dec.31/91	12.0721	12.6279	
	Jan.1/92 - Jun.30/92	12.3136	12.8805	
	Jul.1/92 - Jun.30/93	12.8061	13.3957	
3	Jul.1/91 - Dec.31/91	12.3932	12.9851	
	Jan.1/92 - Jun.30/92	12.6411	13.2448	
	Jul.1/92 - Jun.30/93	13.1467	13.7746	
4	Jul.1/91 - Dec.31/91	13.1203	13.7716	
	Jan.1/92 - Jun.30/92	13.3827	14.0470	
	Jul.1/92 - Jun.30/93	13.9180	14.6089	
5	Jul.1/91 - Dec.31/91	13.6928	14.3813	
	Jan.1/92 - Jun.30/92	13.9666	14.6690	
	Jul.1/92 - Jun.30/93	14.5253	15.2557	
6	Jul.1/91 - Dec.31/91	14.4888	15.2288	
	Jan.1/92 - Jun.30/92	14.7786	15.5334	
	Jul.1/92 - Jun.30/93	15.3697	16.1548	
7	Jul.1/91 - Dec.31/91	16.2290	17.0766	
	Jan.1/92 - Jun.30/92	16.5536	17.4181	
	Jul.1/92 - Jun.30/93	17.2157	18.1149	
8	Jul.1/91 - Dec.31/91	17.3349	17.7945	18.2575
	Jan.1/92 - Jun.30/92	17.6816	18.1504	18.6227
	Jul.1/92 - Jun.30/93	18.3889	18.8764	19.3676
9	Jul.1/91 - Dec.31/91	18.0023	18.4838	18.9652
	Jan.1/92 - Jun.30/92	18.3624	18.8535	19.3445
	Jul.1/92 - Jun.30/93	19.0969	19.6077	20.1183

SCHEDULE "A"

Wage Schedule
Office & Clerical Unit

Job Level	Year	Start	After 3 Months	After 12 Months
10	Jul.1/91 - Dec.31/91	19.3339	19.8583	20.3828
	Jan. 1 /92 - Jun.30/92	19.7206	20.2554	20.7904
	Jul.1/92 - Jun.30/93	20.5094	21.0657	<u>21,6220</u>
14	Jul.1/91 - Dec.31/91	10.1900	10.6900	<i>Review</i>
	Jan.1/92 - Jun.30/92	10.3900	10.9000	<i>Payroll</i>
	Jul. 1 /92 - Jun.30/93	10.8000	<u>11.3400</u>	<i>Rec'd</i> <i>Step 1</i>

When a Caseworker becomes a Caseworker II or where a Caseworker II becomes a Caseworker III, they shall be placed on the highest increment level as a Caseworker II or III.

SCHEDULE "A"

Job Classifications
Transportation Services, Water Treatment and
Pollution Control Units

Job
Level Classification

- 1 Labourer
 Flagperson
 Building Service Maintenance
 Security Guard

- 2 Storekeeper
 Chip Spreader Helper (S)
 General Maintenance I
 Messenger

- 2A(16) Dispatcher
 Clerk-Steno II/Switchboard/Dispatcher

- 3 Weed Sprayer Operator (S)
 Compressor Operator (S)
 Chain Saw Operator (S)
 Thawing Boiler Operator (S)
 Skilled Labourer (S)
 Sweeper Operator (S)
 Plate Temper Operator (S)
 General Maintenance II
 Shop Clerk - Traffic
 Skilled Labourer
 Laboratory Assistant
 Fleet Maintenance II
 Tractor & Attachments Operator (TWD) (S)
 Trucks & Attachments Up to 16M GVW

- 4 Pavement Marking Operator I (S)
 Chip Spreader Operator (S)
 Small Backhoe Operator
 Brush Chipper Operator (S)
 Stump Chipper Operator (S)
 Roller Operator (S)
 Trucks & Attachments 16,001 to 23,999 GVW

- 5 Front End Loader Operator (FWD)
Distributor Operator (S)
Trucks & Attachments Over 24M GVW
Trucks & Attachments Over 24M GVW (S)
- 6 Grader Operator
Gradall Operator
Hopto Operator
Earth Moving Equipment Op. (on tracks)
Tree & Pole Climbers (S)
Large Backhoe Operator
General Maintenance Supervisor
Area Clerk/Storekeeper
Sweeper Operator (S)
Fleet Stockkeeper
- 7 Sign Painter I
Pavement Marking Operator II (S)
- 8 Signals Serviceperson
Equipment Repairperson/Welder
Equipment Repairperson
Equipment Serviceperson
Laboratory Technician
Operator
- 9 Sign Painter II
Certified Cabinet Maker
- 10 Senior Operator
Maintenance Person - (Mech./Elect.)
Senior Operator (S)
- 11 Licensed Mechanic
Signals Technician
Signals Serviceperson - Electrician
Pumping Station Maintenance Person
- 12 Chief Mechanic
Area Maintenance Person (Mech./Elect.)
- 13 Area Maintenance Person - Certified
Laboratory Technician - Certified
Construction Inspector

**14 All Student employees of the Corporation
(May through September).**

It is understood and agreed that the students employed under the contract shall not be used in classifications of higher paying positions normally offered to full-time employees. Students shall be used to carry out duties normally performed in past practice.

SCHEDULE "A"

Job Classifications
 Transportation Services, Water Treatment and
Pollution Control Units

Job Level	Year	Start	After 60 Work Days
1	Jul.1/91 - Dec.31/91	12.7800	13.3600
	Jan.1/92 - Jun.30/92	13.0400	13.6300
	Jul.1/92 - Jun.30/93	13.5600	14.1800
2	Jul.1/91 - Dec.31/91	12.9500	13.5900
	Jan.1/92 - Jun.30/92	13.2100	13.8600
	Jul.1/92 - Jun.30/93	13.7400	14.4100
2A	Jul.1/91 - Dec.31/91	13.2500	13.9000
	Jan.1/92 - Jun.30/92	13.5200	14.1800
	Jul.1/92 - Jun.30/93	14.0600	14.7500
3	Jul.1/91 - Dec.31/91	13.5400	14.2100
	Jan.1/92 - Jun.30/92	13.8100	14.5000
	Jul.1/92 - Jun.30/93	14.3700	15.0800
4	Jul.1/91 - Dec.31/91	13.8200	14.5400
	Jan.1/92 - Jun.30/92	14.1000	14.8300
	Jul.1/92 - Jun.30/93	14.6600	15.4200
5	Jul.1/91 - Dec.31/91	14.1900	14.8900
	Jan.1/92 - Jun.30/92	14.4800	15.1800
	Jul.1/92 - Jun.30/93	15.0500	15.7900
6	Jul.1/91 - Dec.31/91	14.4600	15.2000
	Jan.1/92 - Jun.30/92	14.7500	15.5000
	Jul.1/92 - Jun.30/93	15.3400	16.1200
7	Jul.1/91 - Dec.31/91	14.7100	15.4700
	Jan.1/92 - Jun.30/92	15.0000	15.7800
	Jul.1/92 - Jun.30/93	15.6000	16.4100
8	Jul.1/91 - Dec.31/91	14.8900	15.6400
	Jan.1/92 - Jun.30/92	15.1800	15.9500
	Jul.1/92 - Jun.30/93	15.7900	16.5900

*Boat
Labourer*

*Front End
Loader*

SCHEDULE "A"

**Job Classifications
Transportation Services, Water Treatment and
Pollution Control Units**

<u>Job Level</u>	<u>Year</u>	<u>Start</u>	<u>After 60 Work Days</u>
9	Jul.1/91 - Dec.31/91	15.2400	16.0100
	Jan. 1 /92 - Jun.30/92	15.5500	16.3300
	Jul. 1 /92 - Jun.30/93	16.1700	16.9800
10	Jul.1/91 - Dec.31/91	15.3800	16.1700
	Jan. 1 /92 - Jun.30/92	15.6900	16.5000
	Jul. 1 /92 - Jun.30/93	16.3100	17.1600
11	Jul.1/91 - Dec.31/91	15.4900	16.2900
	Jan.1/92 - Jun.30/92	15.8000	16.6100
	Jul.1 /92 - Jun.30/93	16.4300	17.2800 <i>Co Medics</i>
12	Jul.1/91 - Dec.31/91	15.6500	16.5100
	Jan.1/92 - Jun.30/92	15.9600	16.8400
	Jul.1 /92 - Jun.30/93	16.6000	17.5100
13	Jul.1/91 - Dec.31/91	16.6500	17.5500
	Jan.1/92 - Jun.30/92	16.9900	17.9000
	Jul.1 /92 - Jun.30/93	17.6700	18.6200 <i>Const Inspector</i>
14	Jul.1/91 - Dec.31/91	10.1900	10.6900
	Jan. 1 /92 - Jun.30/92	10.3900	10.9000
	Jul.1/92 - Jun.30/93	10.8000	11.3400 <i>Students</i>

Transportation Services

In addition to the duties of Labourer in Job Level 1, the Skilled Labourer must perform one of the following duties: concrete finishing, form setting, rough carpentry, or hot asphalt raking to qualify under the Skilled Labourer classification.

Lead Hands

Permanent Lead Hands shall be paid the greater of: (a) one job level higher than the highest level he is leading; or (b) his own basic rate, plus fifty cents (**\$0.50**) per hour effective July 1, 1991; sixty cents (**\$0.60**) per hour effective July 1, 1992.

SCHEDULE "B"

Hours of Work Office & Clerical Unit

By mutual agreement between the Supervisor and employee concerned, normal hours of work may be varied provided no regular shift shall commence earlier than **7:00** a.m. or end later than **7:00** p.m.

Part-time employees

By mutual agreement between the Supervisor and employee concerned, normal hours of work for part-time employees shall be varied for each location, established by past practice.

Office Cleaners

Hours of work will be after the hours normally worked by the employees in the building in which the cleaning is to be done as arranged by the Superintendent of Maintenance.

Day Nurseries and Day Care Centres

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

SCHEDULE "B"

**Hours of Work
Transportation Services**

November 12 to March 31 (Monday through Sunday)

Day Shift - 8:00 a.m. to 4:00 p.m.
Afternoon Shift - 4:00 p.m. to 12:00 midnight
Night Shift - 12:00 midnight - 8:00 a.m.

During the months of July and August employees to work normal daily hours of 7:00 a.m. to 3:00 p.m.

Messengers

8:00 a.m. - 12:00 noon and 1:00 p.m. - 5:00 p.m.
(Monday through Friday).

Maintenance Staff

Regional Police Building, St. Catharines

Two shifts Monday through Sunday
8:00 a.m. to 4:00 p.m.
4:00 p.m. to 12:00 a.m.

Regional Headquarters, Thorold

General Maintenance Man I
8:15 a.m. to 12:00 and 1:00 p.m. to 5:15 p.m.
(Monday through Friday)

Part-Time Employees

By mutual agreement between the Supervisor and employee concerned, normal hours of work for part-time employees shall be varied for each location, established by past practice.

SCHEDULE "B"

Normal Hours of Work - Plant Operations
Water and Pollution Control Division

All shifts shall run from Monday through Sunday except as otherwise shown:

Water Treatment Plants

DeCew)	
Niagara Falls	)	2 - 12 Hour Shifts;
Welland	)	0800 - 2000
Port Colborne	)	2000 - 0800
Rosehill)	
Grimsby)	
Beamsville	)	1 day shift; 40 hours per week

Pollution Control Plants

Niagara Falls	)	2 - 8 Hr. shifts;
Port Dalhousie	)	0800 - 1600,
Port Weller	)	1600 - 2400
Welland)	
Seaway	)	3 - 8 Hr. shifts; 000-0800, 0800-1600, 1600-2400
Baker Road	)	1 day shift;
Crystal Beach	)	40 hours per week
Anger Avenue	)	1 - 10 Hr. shift; 0800-1800

SCHEDULE "C"

Stewards

Office & Clerical Unit

Stewards for each numbered area:

1. Area 1 - St. David's Road (2)
2. Area 2 - Thorold Social Services Office (3)
3. Area 3 - Day Care Centres (1)
4. Area 4 - Homes for the Aged
5. Area 5 - Health Unit

Transportation Services

One (1) Steward for each of the following locations:

1. Welland Yard (Nidel's Crossing)
2. Traffic Section (Thorold)
3. Smithville
4. Building Service Maintenance
5. St. Catharines Courthouse,
Police Building Maintenance
6. Pelham Yard
7. Thorold Yard
8. Thorold Service Centre
9. Jordan Yard (seasonal)

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

SCHEDULE "C"

Stewards

Water & Pollution Control Division


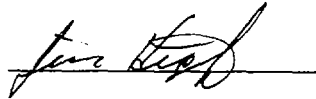
One Steward for each of the following:

1. DeCew Water Treatment Plant
2. Welland Water Treatment Plant
3. Niagara Falls Water Treatment
4. Niagara Falls Pollution Control
5. Port Colborne Water Treatment
6. Lincoln Water Treatment Plants
7. Fort Erie Water Treatment
8. Grimsby Water Treatment Plant
9. Grimsby Pollution Control Plant
10. Port Dalhousie Pollution
- 1 1. Port Weller Pollution Control
12. Welland Pollution Control Plant
13. Port Colborne Pollution Plant
14. Fort Erie Pollution Control
15. Crystal Beach Pollution Control

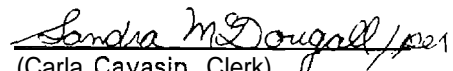
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives, as of this third day of July, 1992.

LOCAL 1287
CANADIAN UNION OF
PUBLIC EMPLOYEES

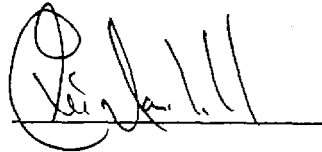
THE REGIONAL MUNICIPALITY
OF NIAGARA

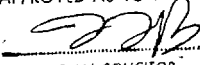


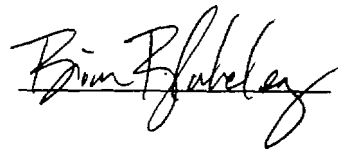
(Brian E. Merrett, Regional Chair)



(Carla Cavasin, Clerk)



APPROVED AS TO FORM

REGIONAL SOLICITOR



14

HARASSMENT IN THE WORKPLACE GENERAL POLICY

POLICY STATEMENT

It is the policy of The Regional Municipality of Niagara to prevent and resolve any employment-related incidents of harassment. Every reasonable effort shall be made to ensure that no employee is subjected to any form of harassment. The Regional Municipality of Niagara also endorses the concept that all employees have the right to be treated fairly in the workplace in an environment totally free of harassment.

1. DEFINITIONS

(i) Personal Harassment

Any behaviour, whether overt or subtle, that is directed to any employee and considered by that employee to be offensive and may be related to any of the grounds of harassment and discrimination prohibited by the Canadian Human Rights Act, Ontario Human Rights Code or other applicable statutes.

(ii) Sexual Harassment

Sexual harassment may be direct, as in the exploitation of a power position to gain sexual favours, or indirect -- as in the negative stereotypes directed towards persons of a particular gender. It has many forms including but not limited to:

- (a) intermittent or persistent unwanted sexual attention by a person who knows or who ought to know that such attention is unwanted;
- (b) threats or promises by word or action, which exploit a power relationship in order to obtain sexual favours;
- (c) being made the brunt of sexual innuendo, jokes, comments on one's body, clothing or sexual orientation;
- (d) sexual or gender-oriented commentary that has the effect of creating an intimidating, hostile, offensive work or learning environment;
- (e) physical and/or sexual assault.

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2. **RESPONSIBILITY**

It is the primary responsibility of all levels of management, particularly immediate supervisors, to prevent, investigate and resolve complaints of harassment. The complainants are responsible to make their disapproval and/or unease known to the offender immediately and to report the incident to their supervisor. Should the supervisor be the offender, complainants are responsible to contact a Regional representative. Complaints may also be made to a union official or union representative.

3. **IMPLEMENTATION**

Complaints shall be conscientiously investigated and will be processed in a confidential manner. The name of a complainant and the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures. It should be noted that protection against such acts extends to their occurrence either at or away from the usual workplace, during or outside normal working hours, provided the acts may interfere in the employment relationship.

PROCEDURE GUIDELINES

4. **ROLE OF SUPERVISOR**

Supervisors (at all levels) shall:

- (a) ensure that the right of freedom from harassment for all employees is respected;
- (b) ensure employees are fully aware of the policy;
- (c) make every effort to prevent any form of behaviour which may be construed as harassment;
- (d) investigate promptly and take the appropriate corrective action should they become aware of such behaviour;
- (e) recommend the imposition of preventive and corrective measures upon the offenders in accordance with the seriousness of the misconduct and the applicable disciplinary policy;
- (f) cooperate in the investigation and in the implementation of any remedial action undertaken by the employer.

5. ROLE OF COMPLAINANT

- (i) (a) Notify offender the behaviour is considered an affront and will not be tolerated;
- (b) Keep a written record of:
 - (i) dates
 - (ii) times
 - (iii) places
 - (iv) nature of behaviour
 - (v) witnesses, if any;
- (c) If the offensive behaviour continues, notify your supervisor or other person, as appropriate;
- (d) Contact the appropriate employer representative if the offensive action continues despite the intervention of your supervisor;
- (e) If covered by a collective agreement, assistance may be sought from a union representative;
- (f) If management's action does not remedy the circumstances, be aware that a complaint may also be lodged with the Ontario Human Rights Commission.

INVESTIGATION PROCESS

- (ii) Steps in the investigation of a complaint shall include the following procedure:
 - (a) Interview the complainant;
 - (b) Interview the alleged offender;
 - (c) Interview any witnesses;
 - (d) Document the situation accurately and completely;
 - (e) Decide if the complainant has grounds;
 - (f) Follow the most appropriate process to resolve the complaint which may include one or more of the following measures:
 - (i) counselling one or both parties to attempt to conciliate and arrive at a solution to the problem;
 - (ii) review the complaint with the next level of supervisors;

5. ROLE OF COMPLAINANT (continued)

(g) Follow up to ensure corrective action is taken;

(h) Prepare a summary report upon completion of the investigation.

EXCERPTS FROM ONTARIO HUMAN RIGHTS CODE

Harassment in Employment

"Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or handicap."

Harassment Because of Sex in Workplaces

"Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee."

Sexual Solicitation by a Person in Position to Confer Benefit, Etc.

"Every person has a right to be free from.:

- (a) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) A reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

Reprisals

"Every person has a right to claim and enforce his or her rights under this Act, to institute and participate in proceedings under this Act and to refuse to infringe a right of another person under this Act, without reprisal or threat of reprisal for so doing."

APPENDIX B

EMPLOYEE ASSISTANCE PROGRAM

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

CONFIDENTIAL COUNSELLING in response to such needs as:

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

REFERRAL SERVICES

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

WHAT IS THE EMPLOYEE ASSISTANCE PROGRAM?

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

WHAT DOES "VOLUNTARY" ACTUALLY MEAN?

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

WHAT DOES "CONFIDENTIAL" ACTUALLY MEAN?

It means that unless you wish otherwise, the content of your conversation will remain strictly between you and your counsellor. To ensure your maximum privacy and comfort there is a counselling office in downtown St. Catharines at 131 Ontario Street, Suite 104, telephone 687-8564.

APPENDIX C



JOINT JOB EVALUATION

Terms of Reference for a Joint Gender-Neutral Job Evaluation Program Between The Regional Municipality of Niagara and The Canadian Union of Public Employees and its Local 1287.

1. PURPOSE

- (a) To establish a Joint Gender-Neutral Weighted Points Job Evaluation Plan in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 1287 and The Regional Municipality of Niagara.
- (b) To utilize the aforementioned gender-neutral weighted points job evaluation plan to achieve resolution to matters arising out of pay inequities in compliance with the mandatory direction of the Ontario Pay Equity Act Bill 154 and an overall salary administration covering all jobs coming within the jurisdiction of Local 1287.
- (c) The Joint Gender-Neutral Weighted Points Job Evaluation Plan shall be based upon four (4) main factors, skill, effort, responsibility and working conditions. These main factors to be subdivided into sub-factors, as seen appropriate, by joint agreement, each of which shall impact upon all jobs.

2. THE COMMITTEE

(a) Joint Job Evaluation Committee (J.J.E.C.)

The parties shall, within thirty (30) days following the signing of this agreement, establish a Joint Job Evaluation Committee hereinafter referred to as the J.J.E.C. consisting of three (3) members from the Employer and three (3) members from the Local Union. This Joint Committee shall have equal representation and participation from the parties.

(b) Documents for the J.J.E.C.

The J.J.E.C. shall be supplied with all job evaluation documentation, job descriptions, job specifications, ratings and evaluation results.

(c) Attendance at Meetings

The Employer shall release, without loss of pay or benefits or seniority, the representatives named by the Union to attend sessions of the J.J.E.C. and all other aspects of Joint Job Evaluation such as training (of not more than three [3] days), re-consideration, rating, referee preparation and maintenance procedures.

(d) Job Evaluation Advisors

Nothing in this agreement shall be interpreted as barring the parties to this agreement from engaging advisors as representatives of the parties to the J.J.E.C. They shall function as advisors with voice but no vote.

The J.J.E.C. shall continue to completion if the advisor(s) are released or unable to continue as engaged.

3. MEETING PROCEDURES

- (a) Each party hereto shall designate one of its appointees to act as co-chairperson.
- (b) Alternates to serve as replacements or to assist in the work of the J.J.E.C. may be appointed by their respective parties from time to time.
- (c) The Employer will appoint a secretary to the J.J.E.C. who will provide minutes of the previous meeting and agenda of the forthcoming meeting which will be circulated prior to each meeting. The secretary shall have no voice or vote.
- (d) Decisions of the J.J.E.C. will be by consensus. Alternate members will have a vote only when a regular Committee member is absent.
- (e) The J.J.E.C. shall meet as necessary at a mutually-agreeable time and place.
- (f) Except as referred to herein the J.J.E.C. shall establish its own working procedures. Such procedures to be documented to ensure consistent use.

4. MANDATE OF THE J.J.E.C.

The J.J.E.C. shall establish a Joint Gender-Neutral Weighted Points Evaluation Plan containing basic guidelines, definitions and procedures for evaluating jobs within the scope of CUPE Local 1287. The Joint Gender-Neutral Weighted Points Job Evaluation Plan is designed to rate jobs and not workers.

5. JOB EVALUATION PROCESS

(a) All jobs coming within the scope of CUPE Local 1287 are to be evaluated and documented in accordance with the basic guidelines, definitions and procedures set out in the Joint Gender-Neutral Weighted Points Job Evaluation Plan. Each evaluation is to set forth the factor level rating and point value for each of the sub-factors used.

(b) Availability of Job Documents

A job description and rating for each job shall be available to each incumbent.

(c) Job Analysis Procedures

The J.J.E.C. for this review shall decide which of the following method(s) shall be used:

Job Analysis

- (i) Questionnaire: A questionnaire shall be approved by the J.J.E.C. and forwarded to each employee. After the completion of the questionnaire by the employee, the supervisor and the employee will sign a statement indicating that they agree or disagree with the statements and comments in the questionnaire.
- (ii) Interviews: Two members of the J.J.E.C. (one representative from each party) may interview employees and supervisors to resolve any disagreement or to gain more specific information about the job duties.
- (iii) Observation: Members of the J.J.E.C. (one representative from each party) may observe any job operation, documentation, worksite, vehicle, machinery or office equipment when necessary to gain factual information.

- (iv) Job Description: A standard form of job description is used to compare job content. The Human Resources Department shall prepare the job description from the information obtained by the above methods which when completed is referred to the incumbent for signature confirming that the description is complete and adequate for the position. The description is then referred to the supervisor for comment, confirmation, approval and signature.

Verifying the Factors

A sampling of the signed job description (benchmark selection) will be rated to determine whether the sub-factors differentiate effectively between jobs. The sub-factors will then be revised if necessary.

Job Rating

All jobs will be rated from the signed job descriptions and questionnaires using the Gender-Neutral Weighted Points Job Evaluation Plan.

6. RECONSIDERATION PROCEDURES

Within sixty (60) days of the receipt of their job description and job point worth rating following the completion of the Joint Gender-Neutral Weighted Point Job Evaluation rating process, incumbents who disagree with the job description or the job rating for their job, or supervisors who disagree with a description or rating that has been established for a job within their department, may submit a request with the J.J.E.C. for review of either the job description and/or the rating of the job. The request shall state in writing the reason or reasons why the incumbent(s) or supervisor(s) disagree with the job description and/or rating of the job.

Steps in the Reconsideration Procedure are as follows:

- (a) Where there is a concern that the job description is inadequate or the job rating is incorrect, it shall be referred to the J.J.E.C. who will discuss the matter with the incumbent and incumbent's supervisor. At this time, a Record of Discussion form shall be initiated by the J.J.E.C. for the purpose of recording discussions or actions required by this procedure.
- (b) A J.J.E.C. decision to change a job rating shall be communicated to the parties by means of a Record of Discussion form within fifteen (15) working days of the date of first discussion, unless a time extension is agreed to by the J.J.E.C.

- (c) A J.J.E.C. decision to deny an appeal shall be communicated to the parties by means of a Record of Discussion form within fifteen (15) working days of the date of first discussion, unless a time extension is agreed to by the J.J.E.C.
- (d) When an evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the increased job demands and responsibilities were instituted or undertaken, as decided by the J.J.E.C.
- (e) Decisions made by the J.J.E.C. on the above matters shall be final and binding upon both Management and the Union.

7. DISPUTE PROCESS

If agreement cannot be reached by the J.J.E.C., the matter shall be referred to two (2) referees who shall be selected by the parties to this agreement. The powers of the referees shall be limited to the matters in dispute as submitted. Their decision shall be final and binding upon the parties. All necessary documentation on the matters in dispute shall be exchanged prior to commencing their deliberation. The referees fees and expenses shall be determined in advance and borne equally between both parties. If no decision can be reached the dispute shall be referred to the parties for whatever action they may deem appropriate.

NOTE:

Following the completion of all job ratings and the resolution of all disputes (unless the parties agree to proceed prior to resolution of all disputes), the parties having agreed that the establishment shall be "The Regional Municipality of Niagara" shall negotiate "method of adjustments" etc. and all matters relating to those wage inequities existing between male and female dominated jobs as defined by Bill 154.

The method of determining "equal or comparable" shall be by "point banding" using the point related hierarchy established by the Joint Gender-Neutral Weighted Point rating of jobs. Matters for resolution, the establishing of female-dominated job compensation, shall be completed by negotiation, prior to negotiation and establishment of an overall job evaluation driven salary administration, covering all jobs coming within the jurisdiction of Local 1287. Such overall salary administration shall be as agreed to by the parties in a jointly negotiated and agreed to "Implementation Procedures".

8. MAINTENANCE PROCEDURES

It is important that the Employer maintains accurate job descriptions and job ratings on an ongoing basis. It is the intention of the parties to jointly review all job descriptions on a frequent basis (ideally at least every four [4] years). The review shall take place whether or not a job reconsideration has been made by the incumbent or administration. Such review shall commence following the finalization of all reconsideration that arises with the implementation of the Job Evaluation/Pay Equity Program.

In maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time resulting from new or changed jobs, the J.J.E.C. shall be retained to deal with all related matters that come before it. The J.J.E.C. shall comprise equal voting representation from Union and Employer.

The J.J.E.C. shall attempt to make decisions relating to the final job description and/or rating relating to new or changed jobs.

Where a decision is reached, it shall be final and binding on the parties.

Where a decision cannot be reached the issue will be referred to a panel of two (2) referees, one (1) representing the Union and one (1) representing the Employer who will attempt to arrive at a decision. A decision by the referees when reached shall be binding upon the parties.

If the referees are unable to reach a decision, the issue shall be referred back to the parties for further action, if deemed necessary.

The matter may, by either party, be referred to a single arbitrator who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be determined in advance and shall be borne equally between both parties.

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

- (a) The **agreed** upon job descriptions and job ratings which are in effect from (the effective date of the Job Evaluation Program is implemented) and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:

- (i) The job content is changed by the Employer.
 - (ii) The job is terminated by the Employer.
 - (iii) The job is changed as a result of a successful appeal or arbitration award.
- (b) Whenever the Employer decides to establish a new job, the following procedure shall apply:
- (i) The Employer shall prepare a tentative job description and establish a temporary wage grade for the new job. This detail shall be submitted to the J.J.E.C. for input and their agreement.
 - (ii) The Employer shall notify Local 1287 of the proposed new job by means of a copy, appropriately signed, of the tentative job description and temporary wage grade.
 - (iii) An employee(s) shall be appointed or assigned to the new job in accordance with the collective agreement and a temporary wage rate applied.
 - (iv) When the duties of the job have been established or within three (3) months of the assignment of the incumbent to the new job, whichever occurs first, an appropriate job description and job rating shall be prepared. The job shall be assigned to the wage grade appropriate to its rating.
- (c) If a change in job content results in a lower evaluation and wage grade for a job, the changed job shall be identified as being "red-circled".
- (d) If a change in job content results in a higher evaluation and wage grade for a job, the changed job shall be identified as being "green-circled".

9. CONCLUSION AND IMPLEMENTATION

On conclusion of its mandate, the J.J.E.C. shall prepare its report to their principles. This Terms of Reference will continue in full force and effect until superseded by negotiations resulting in job evaluation matters contained in the collective agreements between the parties. This shall include but not be restricted to the Joint Gender-Neutral Weighted Points Job Evaluation plan, job descriptions, job ratings, maintenance and implementation procedures and salary administration.

APPENDIX D

RELATIONSHIP BY OBJECTIVE

ATTITUDES

GOAL

1. Management recognizes the Union as an equal partner in the relationship and will provide to the Union and all employees open opportunity for input in the decision-making process on matters that relate to them. Management will reply to all parties who make suggestions.

ACTION STEPS

- a) Both parties recognize each other as equal partners in the relationship.
- b) Management will instruct supervisors to encourage employee input by conducting workplace meetings (at least monthly), recognition of adoptable ideas, and acknowledgment of "a good job well done".
- c) The Union will encourage its members to actively participate in the above process.
- d) The establishment of an ongoing Labour/Management Committee will afford the Union the opportunity for its input.
- e) Management will acknowledge and reply to all parties who make suggestions.

GOAL

2. Both parties agree that mutual respect and dignity in their dealings is necessary for the promotion and achievement of harmonious relations and co-operative attitudes.

ACTION STEPS

- a) Management will meet with the Regional Council to make them aware of the RBO Program, the new relationship spirit that has been adopted by both parties and recommend Council's full endorsement.
- b) Management will meet on a Departmental basis with all exempt Management to make them aware of the new relationship spirit and distribute and explain the RBO document, so as to ensure its implementation.

- c) The Union will conduct workplace meetings to make its members aware of the new relationship spirit and distribute and explain the RBO document and recommend its implementation.
- d) Both parties will strive to achieve this goal by example through their day to day dealings with each other.

GOAL

- 3. Both parties will endeavour to be objective in their day to day dealings and will honour any commitments made.

ACTION STEP

- a) Action step same as goal.

GOAL

- 4. Both parties will work together to develop an effective workplace so that all employees can take pride in their service to the Region.

ACTION STEP

- a) Both parties will identify workplace effectiveness through the ongoing Labour/Management Committee by monitoring such matters as: Level of Absenteeism, Care of Equipment and Property, Cost Effectiveness, Level of Services Provided, Achievement of Health and Safety Standards etc.

GOAL

- 5. The Union will ensure that positions it takes are reflective of the views of the membership and when dealing with a management action will do so in a constructive manner and following full preparation for such discussions.

ACTION STEPS

- a) The Union will recommend changes to its bylaws and the Collective Agreement so as to establish a better communications network with management and be more representative of the membership.
- b) Facilities will be established at Regional Headquarters and Central Field Office (Social Services) and other locations as deemed necessary by the Labour/ Management Committee so that stewards can be available to deal with complaints and grievances.

COMMUNICATIONS

GOAL

1. Management will develop improved communications within management and between individual employees and their immediate supervisor, at all levels.

ACTION STEPS

- a) Develop a method to provide information on the purpose and results of the Union/Management goals and objectives jointly developed and agreed to at Brantford, Ontario.
- b) The Human Resources Department will be represented at all regularly scheduled meetings of superintendents, supervisors, foreman and other departmental Management Meetings.
- c) The Human Resources Department will set up a system for circulating all relevant information to supervisory personnel.
- d) Establish regular meetings between the first-line non-union supervisors and employees.

GOAL

2. Management will emphasize the need for managers and supervisors to respond to employee concerns and for periodic visits to the job sites, where appropriate.

ACTION STEPS

- a) Develop a method to provide information on the purpose and results of the Union/Management goals and objectives jointly developed and agreed to at Brantford, Ontario.
- b) Establish regular meetings between the first line non-union supervisors and employees.
- c) Educate all supervisory staff on the importance and purpose of open, honest, and frank communications on an individual basis and be responsive in all instances.
- d) The Department Heads Committee will recognize and emphasize to all management staff the importance of "Management By Walking Around" (M.B.W.A.)

GOAL

- 3. Both parties will improve the day to day communications between departmental management and union officials.**

ACTION STEPS

- a) Develop a method to provide information on the purpose and results of the Union/Management goals and objectives jointly developed and agreed to at **Brantford, Ontario**.
- b) Both parties will promote positive, constructive and timely communications between Departmental management and union official at all levels.

GOAL

- 4. Both parties will work together to establish a Labour/Management Committee, undertake joint discussions on cost saving measures and also establish a time table for the implementation of the agreed "Job Evaluation Program".**

ACTION STEPS

- a) Both parties will work together to establish a permanent Labour/Management Committee with the assistance of the Ministry of Labour.
- b) Management will develop an incentive program to provide the opportunity for all employees to participate in the development of a more effective workplace.
- c) Both parties will agree to the establishment of a timetable for the implementation of the mutually agreed "Job Evaluation Program."

GOAL

- 5. The Union will improve communications within the Union Executive and with the membership itself.**

ACTION STEPS

- a) Develop a method to provide information on the purpose and results of the Union/Management goals and objectives jointly developed and agreed to at **Brantford, Ontario**.
- b) The Union will improve communications within the Union Executive and with the membership itself.

ADMINISTRATION

GOAL

1. Management will develop a strategic action plan outlining the Region's goals and objectives.

ACTION STEPS

- a) The Chief Administrative officer will select an ad hoc committee to develop the Region's goals and objectives with input from Department Heads and Union Executive.
- b) Goals and objectives will capture the spirit of the objectives of the "R.B.O." plan.
- c) Following Council's approval, the Strategic Plan will be distributed to all Regional employees.

GOAL

2. Management will review its management structure and identify the areas of responsibility of each managerial and supervisory position in the Region.

ACTION STEP

- a) The Chief Administrative Officer will direct Department Heads to review their departmental structure including Management job descriptions; submit for review and approval; publish and distribute to all Regional employees.

GOAL

3. Management, through its Human Resources Department, will ensure that Regional policies are applied consistently and uniformly and will continue its practice of full investigation of public complaints before invoking disciplinary measures against an employee.

ACTION STEP

- a) The Director of Human Resources (or delegate) shall make a review of all existing personnel policies and practices; develop a draft consolidated Regional policy manual; secure Department Head and Union Executive approval(s) as appropriate; publish and distribute.

Note: Union approval may involve a formal negotiation process.

GOAL

4. Both parties will ensure that the grievance procedure is conducted in a timely manner and will encourage the resolution of issues at the earliest stage within the limits of authority of their respective levels.

ACTION STEP

- a) The Labour/Management Committee shall review the existing grievance procedure and recommend changes with a view to expediting the resolution process.

GOAL

5. The Union will review its administrative structure and identify the areas of responsibility of each elected office.

ACTION STEP

- a) A Union Committee shall be established to review its administrative structure; establish Union Executive and representative position descriptions; present Administrative structure to Union membership for review and approval; publish and distribute to Council and all Regional employees.

GOAL

6. The Union will endeavour to establish a steward and alternate at each work location (as identified in the Collective Agreement) as well as departmental representation on the various Union/Management Committees.

ACTION STEPS

- a) The Union will institute "on-site" Union meetings to encourage employee participation and involvement.
- b) Endeavour to rationalize the office and clerical unit into representative groups.
- c) Re-activate the Union Grievance Committee; the Grievance Committee shall review the grievance and advise the grievor of the Grievance Committee's findings.

TRAINING

GOAL

1. Management will ensure that managers and supervisors are conversant with the terms and intent of the Collective Agreement.

ACTION STEPS

- a) The Region shall incorporate the need for training all staff in its "Strategic Action Plan".
- b) The C.A.O. will issue a policy statement on staff training and development to all managers and supervisors.
- c) The Human Resources Department will be responsible for co-ordinating staff training - e.g. Human Relations, Labour Relations.
- d) The Human Resources Department will set up training sessions on the Collective Agreement and applicable statutes. Participating managers and supervisors at each session shall be drawn from different departments.

GOAL

2. Management will develop training programs on Human and Labour relations for its management staff.

ACTION STEPS

- a) Action step same as goal.
- b) Both parties agree to review the use of the Ministry of Labour's Supervisor-Steward Training program.

GOAL

3. Management will expand training and development opportunities for employees ensuring also that selection and administration of these programs are carried out in a fair manner.

ACTION STEPS

- a) First statement of the goal is an action step.

- b) A joint training Steering Committee will be set up as a sub-committee of the Labour/Management Committee to monitor the staff training and development policies and programs.
- c) Initial task will be to review progress related to "Central Fund" as set out in the Collective Agreement.

GOAL

- 4. The parties will undertake Health and Safety training.

ACTION STEP

- a) Both parties agree to request the assistance of the "Health and Safety Advisory Service" of the Ministry of Labour to advise on training needs.

GOAL

- 5. The Union will improve upon internal education and training programs and will ensure that its members are conversant with the terms and intent of the Collective Agreement.

ACTION STEPS

- a) The Union will appoint one of its officers as a "Training and Education Specialist", who will be responsible for co-ordinating internal training for the union membership.
- b) The Union will review its current internal training programs with a view to improving educational information to the general membership and to implementing training sessions related to statutes and grievance administration.
- c) See goal 2 action step (b) above.

APPENDIX E

12-Hour Shifts - Memoranda of Agreement

- DeCew Falls Water Treatment Plant
- Grimsby Water Treatment Plant
- Niagara Falls Water Treatment Plant
- Port Dalhousie Pollution Control Plant
- Rosehill Water Treatment Plant

NOTES

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

1. Birth Certificates
 - (i) Employee
 - (ii) Spouse
 - (iii) Children

2. Social Insurance Numbers
 - (i) Employee
 - (ii) Spouse
 - (iii) Children

3. Marriage Certificate

4. Death Certificate

5. Name and address of beneficiary and/or Executor of Estate

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