

COLLECTIVE AGREEMENT

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1287

APRIL 1, 1996 to DECEMBER 31, 1998

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THIS AGREEMENT MADE THIS 21st DAY OF OCTOBER, 1996

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

-and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287

*(Administrative & Technical Services Unit,
Transportation Services Unit, Environmental Services Unit,
Community and Social Services Unit)*

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT:

ARTICLE 1 - PREAMBLE

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

Now, therefore, the parties agree as follows:

ARTICLE 2 - 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 and Senior Citizens 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
 - Accounts Payable Coordinator
 - Administrative Services Clerk
 - Administrative Assistants
 - Administrative Co-ordinator
 - Administrators, Homes for the Aged
 - All Employees of the Human Resources Department
 - Area Superintendent, Public Works Department
 - Area Supervisors/Supervisors, Public Works Dept.
 - Assistant Director, Home Care
 - Assistant Secretary/Treasurer, Land Division

ARTICLE 3 - RECOGNITION (continued)

- . Assistant Corporate Information Systems Officer/ Manager of User Support
- . Assistant Clerk - Administration
- . Assistant Department Directors
- . Auditor & Project Co-ordinator
- . Capital Budget Co-ordinator
- . Chief Administrative Officer
- . Chief Clerk, Homes for the Aged
- . Chief Clerk/Confidential Secretary, Administration
- . Committee Secretary
- . Confidential Secretary/Senior Chief Clerk
- . Confidential Secretaries, Administrator, Homes for the Aged
- . Confidential Executive Secretary, CAO/Chair
- . Confidential Secretaries, Dept. Directors
- . Confidential Secretaries, Asst. Dept. Directors
- . Confidential Secretary, Administration
- . Corporate Information Systems Officer
- . Cost Analyst
- . Current Budget Co-ordinator
- . Department Directors
- Deputy Regional Clerk
- Dietitians, Public Health/Senior Citizen's Depts.
- Directors, Public Health Department
- Education & Staff Development Co-ordinator
- Education & Staff Development Instructor
- Engineers
- Financial Analyst
- Financial & Economic Analyst
- Foreman, Public Works Department
- General Accounting Co-ordinator/Analyst
- Health Promoters
- Legal Assistant
- Managers, Finance Department
- Managers, Planning Department
- Managers, Public Health Department
- Managers, Public Works Department
- Managers, Social Services & Senior Citizens Dept.
- Manager, Solid Waste
- Ontario Land Surveyor
- Payroll Co-ordinator/Analyst
- Planners
- Planning Coordinator
- Program Manager, Public Health Department
- Project Managers, Public Works Department

ARTICLE 3 - RECOGNITION (continued)

- Properties Officer
- Public Health Nutritionist
- Purchasing Analyst
- Quality Assurance Co-ordinator
- Regional Clerk
- Reporting & Revenue Co-ordinator/Analyst
- Risk Management/Financial Analyst
- Safety Training Officer
- Secretary/Treasurer, Land Division
- *Senior Clerk, Social Services*
- Senior Medical Epidemiologist
- Senior Software & Network Analyst
- Senior Systems Analyst
- Senior User Support Analyst
- Social Worker
- Solicitor
- Staff Training Officer
- Supervisor, Information Systems
- *Supervisors, Social Services*
- Support Services Co-ordinator
- Training Officer

- 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 23 (Sick Leave Provisions)*, *Article 25.03 (Payment of Wages)*, *Article 25.07 (Courses of Study)*, *Article 27 (Employee Benefits)*, and *Article 31.04 (Safety Footwear)*. *Articles 21.01 (Paid Holidays) and Article 22 (Vacation) shall be in accordance with the Employment Standards Act*. It is understood and agreed that the students employed under the contract shall not be used in classifications of higher paying positions normally offered to full-time employees. Students shall be used to carry out duties normally performed in past practice.

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

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

Students will be selected for interviews for summer employment by way of a lottery system.

ARTICLE 4 - DISCRIMINATION

- 4.01 The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of 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.

ARTICLE 5 - UNION SECURITY (continued)

5.02 Harassment in the Workplace

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

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 *and Health & Safety Representative*, who will provide him with a copy of the Collective Agreement.

ARTICLE 6 - 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:

ARTICLE 9 - UNION COMMITTEES AND STEWARDS (continued)

- (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.
 - (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 10.01. *The Parties agree to have representatives in attendance at Labour/Management meetings in accordance with the agreed Terms of Reference and as may be amended from time to time.*
 - (d) *The Corporation and the Union shall maintain Occupational Health and Safety committees for the Community Services, Public Health, Transportation Services, Environmental Services, Administrative and Technical Services, Environmental Centre and at any other locations as required by the Occupational Health & Safety Act. Each committee will be composed of both Union and Employer members; the structure of each committee defined in their Terms of Reference. Each committee shall hold meetings per the Terms of Reference or more frequently if requested by the Union or the Corporation for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. Subject to conformity with the Occupational Health & Safety Act, any Of the foregoing may be amended by mutual agreement between the Parties.*
 - (e) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.
- 9.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Corporation acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee which the Steward represents in preparing and presenting his grievance in accordance with the grievance procedure.
- 9.03 The department covered by each Steward shall be listed in *Schedule "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.

ARTICLE 9 - UNION COMMITTEES AND STEWARDS (continued)

- 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.

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

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

10.05 The Corporation will compensate an employee required to attend a grievance meeting with the Corporation's representative or other meetings regarding labour/ management 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 *Vice-Presidents* 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

~~12.01s~~ 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.

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.

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

§2.03e p 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.

§2.04e 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.

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

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

to reach a majority decision, then the Chairman's decision shall be final and binding. Nothing in this article shall prevent the parties from agreeing to the appointment of a sole arbitrator that is acceptable to both parties.

- (c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu therefore, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitration Board shall have power to vary or set aside the decision of the Committee of Management or penalty imposed upon the grievor.
- (d) A grievance submitted to arbitration will be one limited to the interpretation, application, administration or alleged violation of this Agreement. The Party receiving Notice of Arbitration may, within fifteen (15) days of its receipt; give written notice to the other party objecting to a technical violation or error, or that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on its merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and proceed with the matter on its merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Grievance Committee in the case of a Corporation grievance shall stand. Should the parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- (e) Each of the Parties will bear the expense of its representatives and the Arbitrator appointed by it, and the Parties shall share equally the expenses of the Chairman of the Arbitration Board. Where a sole arbitrator is appointed under Article 12.05(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

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

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 Group 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.

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 Management Grievance

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

Step 1

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

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

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.

12.10 *At the discretion of the Union, and with agreement by the Corporation, Steps 1 and 2 of this Article may be by-passed.*

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 *advise the employee within seven (7) days of becoming aware of the incident, giving* 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.

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

ARTICLE 13 - DISCIPLINE AND DISCHARGE (continued)

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.

ARTICLE 14 - SENIORITY

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

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

- 14.02** The Corporation shall maintain a master seniority list showing the date upon which each employee's service commenced and seniority date. The Corporation shall prepare 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.

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.

ARTICLE 14 - SENIORITY (continued)

For positions combining seasonal assignments, there will be two (2) separate and distinct probationary periods of 225 hours, one for each half of the position. However, the employee shall proceed to the job rate of pay for both halves of the combined position following the first 450 hours worked.

The part-time probationary period shall be *four hundred and fifty (450) hours worked, or six (6) months whichever is the earliest.*

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;

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 (i) No employee shall be promoted to a position outside the bargaining unit without his consent. If an employee is promoted to a permanent position outside of the bargaining unit, *subsequent to the signing of this agreement*, he shall retain his seniority acquired at the time of leaving the bargaining unit for a period of *not to exceed six (6) months*. Such an employee may only return to the bargaining unit *during the six (6) months probationary period for this position*, 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 *subsequent to the signing of this agreement for reason other than replacing a person who is absent due to illness, as defined in Article 23*, shall have such temporary assignment limited to a period *not to exceed one (1) year unless mutually agreed otherwise by the Parties*. The employee shall return to his former *permanent* position upon completion of the temporary assignment.

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

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

ARTICLE 15 - RETIREMENT AGE

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

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

See Letter of Agreement, *Caseworkers' Geographic Assignment* (formerly Article 16.13)

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES (continued)

- 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 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.

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.
- (d) *It is understood by both Parties that upon the completion of a temporary assignment, the successful applicant will return to their former permanent position. If the former permanent position no longer exists, Article 17 shall, apply.*

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.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES (continued)

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.

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

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

- (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 *the new position unsatisfactory, the Human Resources Department Will be so advised*. He shall be returned to his former *permanent* position without loss of seniority and wage or salary, *within a reasonable period of time following written confirmation by the Human Resources Department. The Union will receive a copy of this written confirmation. Such decision by either party will not prejudice further consideration of the employee for any other vacancy. It is understood that the position competition will not have to be reposted if within the concerned trial period, and the position may be filled from amongst candidates in the original competition.*

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES (continued)

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.

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 fulfil the normal requirements of his job, he may be assigned to other work which he is able and qualified to perform, where such work is available and provided that he shall not displace any employee with greater seniority.

16.13 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.

18.15 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.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES (continued)

16.16 (a) 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.

(b) For the purposes of relief operations in the Environmental Services Division, relief duties shall be shared as equitably as possible amongst staff at the affected location.

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

ARTICLE 17 - LAYOFFS AND RECALLS

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

17.04 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 who are to be *temporary laid off in accordance with Article 17.07 (c) a minimum of seven (7) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work seven (7) full days after the notice of layoff, he shall be paid in lieu of work for that part of seven (7) days during which work was not made available.*

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.

ARTICLE 17 - LAYOFFS AND RECALLS (continued)

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

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 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, make a decision, within five (5) working days, to displace a less senior individual, provided the senior employee has the necessary qualifications. It is preferable that the bump be restricted to the most junior individual in the selected job at the selected work location, division end department. The placement shall be made within seven (7) working days from the date the bump is accepted. It is further understood that should an individual be displaced from a temporary position, then the individual shall return to his permanent position, if one exists. Should the individual not have a permanent position to return to, then he shall exercise his seniority rights in accordance with the above. Other employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner. Any employee displaced will be notified by the Human Resources Department 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) *The employee will be given an orientation and assessment period not to exceed thirty (30) working days. Should the Corporation deem the employee unsatisfactory or unsuitable, the employee will be laid off in accordance with Article 17.07(a). The Union shall be notified and a meeting, if requested, will be held within five (5) days between two representatives from the Union and two representatives from management (Human Resources and affected department).*

ARTICLE 17 - LAYOFFS AND RECALLS (continued)

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

- (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 Administration and Technical Services Unit and Community and Social Services Unit 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 Operations 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 4:30 p.m., Monday through Friday. *Transportation Services Operations employees are defined as those employees who normally travel as part of their daily routine.*
- (c) For Environmental Services Unit staff, five (5) eight hour days for a total of 40 hours per week. Except as provided in Schedule B and *Appendix E*, 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 may create new shifts or revise existing shifts upon mutual agreement with the Union.*

ARTICLE 18 - HOURS OF WORK (continued)

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

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

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

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

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

ARTICLE 19 - OVERTIME

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

19.02 Time rates shall apply for work as follows:

1. Time and one-half for the first four (4) hours, and double time for all hours worked after four (4) hours.
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 *Administration and Technical Services Unit/Community and Social Services 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 *Environmental Services Unit* 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

ARTICLE 19 - OVERTIME (continued)

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

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

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~~ **A9.09** 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.

ARTICLE 19 - OVERTIME (continued)

19.01 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.

19.02 *first forty (40) hours earned each year shall be banked at the appropriate overtime rate and reimbursed through time off work, Any overtime in excess of the first forty (40) hours in a year shall be reimbursed in cash or time off in lieu as requested by the employee and by mutual agreement with the Corporation. If no mutual agreement can be reached, cash payment shall be made.*

It is understood that the first forty (40) hours of banked lieu time shall be utilized by the, end of the year, or the unused credit shall be paid out.

ARTICLE 20 - SHIFT WORK

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

- \$0.40 per hour, afternoon shift
- \$0.45 per hour, night shift.

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

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

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

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

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

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

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

ARTICLE 20 - SHIFT WORK (continued)

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 *Environmental Services Unit* 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 fifty cents (\$0.50) per hour for all hours worked.

ARTICLE 21 - PAID HOLIDAYS

21 .01 An employee who has completed his initial probationary period shall receive without working the equivalent of one (1) day's pay at his basic rate for each of the following holidays regardless of the day on which the holiday is observed.

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

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.

ARTICLE 21 - PAID HOLIDAYS (continued)

- (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.
- (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.

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

ARTICLE 22 - VACATIONS

22.01 Employees 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 May 31 of Current Year</u>	<u>Vacation</u>	<u>%</u>
Less than one (1) year	1 working day for each month up to a maximum of 10	4%
One (1) year or more	2 weeks	4%
Three (3) years or more	3 weeks	6%
Ten (10) years or more	4 weeks	8%
Seventeen (17) years or more	5 weeks	10%

ARTICLE 22 - VACATIONS (continued)

Twenty-eight (28) years or more 6 weeks 12%

Plus one day each year after 30 years of service.

(b) Vacation Accrual Dates - Part Time Employees

The vacation accrual date for a part time employee shall be his hire date. It is understood that the vacation entitlement will be pro-rated and based upon the number of hours normally and regularly worked.

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

22.03 Vacation pay will be calculated at the greater of:

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

or

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

(c) *Vacation pay adjustments will be received by the employees by July 31st of each year.*

(d) *For part-time employees, vacation pay will be received by July 31st and December 31st of each year.*

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.

ARTICLE 22 - VACATIONS (continued)

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.
- (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 - Integrated Health Disability Income Protection Plan

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

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

*0 - 5 years service Day 0 - Day 5 @ 100% salary
 Day 6 - Day 10 @ 90% salary
 Day 11 - Day 130 @ 75% salary
 131st* day LTD 60% of gross*

*6 - 10 years service Day 0 - Day 10 @ 100% salary
 Day 11 - Day 20 @ 90% salary
 Day 21 - Day 130 @ 75% salary
 131st* day LTD 60% of gross*

*11 + years Day 0 - Day 15 @ 100% salary
 Day 16 - Day 25 @ 90% salary
 Day 26 - Day 130 @ 75% salary
 131st* day LTD 60% of gross*

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

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

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

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

ARTICLE 23 - Integrated Health Disability Income Protection Plan

A payment for sick leave will be at the employee's basic rate of pay excluding shift, overtime or other premiums. It is understood that it is permissible to have up to three medical/dental appointments within the calendar year not exceeding two (2) hours per occurrence. Any appointment exceeding two hours of absence will result in a charge to the employee's sick credits for the total time off work. The fourth and subsequent occurrences in the calendar year, will be charged to the employee's lieu time or vacation record unless agreed otherwise with the Manager through a temporary flex-time arrangement.

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

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

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

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

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

ARTICLE 23 - Integrated Health Disability Income Protection Plan

23.07 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.

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 *working days* - Death of spouse, son, daughter, parents

3 *working 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.

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 *permanent* position, *if it still exists, or to a comparable position, in accordance with the Employment Standards Act*. In the event that an employee does not return to work from a 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.

ARTICLE 24 - LEAVE OF ABSENCE

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.

It is understood that parental leave will be granted in accordance with the Employment Standards Act.

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, *unless otherwise amended by statute. Employees shall be entitled to four (4) consecutive hours off for the purpose of voting in any federal election or referendum, unless otherwise amended by statute.* If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Corporation as may be necessary to provide such hours while the polls are open. The employees shall suffer no loss of pay for such absence.

24.06 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.

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.

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.

ARTICLE 24 - LEAVE OF ABSENCE

24.08 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 employee using an employee's choice of lieu time or vacation time to attend to a sick child.

24.11 (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 (*O.F.L.*) or the Canadian Labour Congress, for a period of up to two (2) years. Such leaves shall be limited to a maximum of *four* (4) employees of which no more than one (1) employee may be from each of the following units: *Administrative and Technical Services, Environmental Services, Transportation Services, Community Services.*

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

(b) 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, or *appointed to a CUPE or O.F.L. sponsored board or agency*, such leave of absence shall be automatically renewed for the duration of the employee's term of office.

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

ARTICLE 24 - LEAVE OF ABSENCE (continued)

- 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.
- 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,
- 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 *permanent* position *if it still exists, or to a comparable position, in accordance with the Employment Standards Act.*

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Corporation shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees shall receive their pay by *direct deposit by 4:00 p.m. on the eleventh day following the Sunday of the week worked.* On each pay day each employee shall be provided with an itemized statement of his wages and deductions. *All statements of earnings and T-4 slips will be delivered to employees in a sealed envelope.*

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES (continued)

Following the agreement of all employee groups, the employer will provide two (2) months' notice of change from weekly to bi-weekly pay periods, it being understood that the parties will discuss and mutually develop implementation terms.

The Corporation shall provide *statements of earnings* 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 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.

25.05 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.)

25.06 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

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES (continued)

(b) his own basic rate, plus sixty cents (\$0.60) per hour;

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.

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

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

25.09 When requested by the Corporation and authorized by the immediate supervisor to use their personal automobile for Corporation business, employees who do so will be reimbursed at the rate established annually by the Niagara Regional Council based on the Canadian Automobile Association (*Niagara costing*) formula which includes *Third Party Liability of \$1,000,000 and full business use classification insurance.*

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

25.10 *When an employee has made application for Workers' Compensation lost time benefits and such application is denied by the Board, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be charged to the employee's sick leave bank,*

If the claim is subsequently approved by the Workers' Compensation Board, the days charged against the employee's sick leave bank for such absence will be reimbursed by credit to the employee's sick leave bank.

A complete record of the days charged to an employee's sick leave bank as an advance against WCB benefits will be provided as part of the annual statement of sick leave days.

It is understood that any monetary advances will cease upon exhaustion of the sick leave credits.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

26.01 *In order to ensure the appropriate classification of jobs listed under Schedule "A" of the collective agreement, the Parties agree that matters related to the classification of new or existing jobs shall be dealt with in accordance with the Manual of Procedures forming part of this collective agreement. (Appendix "C").*

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

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 - EMPLOYEE BENEFITS

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

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

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

1. Ontario Health Insurance Plan
2. *Liberty Health* or equivalent Semi-Private Hospital Care

ARTICLE 27 - EMPLOYEE BENEFITS (continued)

3. *Liberty Health Extended Care Formulary 3 mandatory generic plan (or equivalent) and effective January 1, 1997 - an annual employee deductible adjusted every January 1, and representing 90% of the average total prescription fee paid by the Corporation for one prescription drug claim of the combined Locals 1287 and 1757 bargaining units experience for the previous 12-month period, with a cap of \$30 single/\$60 family.*

Eyewear \$250 per 24 consecutive months for adults/\$125 per year for children (as defined by carrier).

Hearing aids \$600 per year.

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

4. *Liberty Health Deluxe Travel Plan*

5. *Dental Plan (Liberty Health Code 9 or equivalent), with nine month oral recall examination and preventative recall package. Children twelve (12) years of age or under shall have a six (6) month oral recall and examination and preventative recall package.*

O.D.A. Fee Schedule previous year effective July 1, includes orthodontia, capping, crowns, \$1,500 maximum lifetime benefit, 50/50 co-insured.

6. **Overage Rider:**

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

Unmarried, *dependent* children related by birth, by adoption or guardianship, and *residing with* the employee or the employee's spouse, 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

ARTICLE 27 - EMPLOYEE BENEFITS (continued)

under the employee's coverage beyond the year in which they attain age 21 until they no longer meet any one of the above eligibility requirements or until the end of the year in which they become 25. Eligible children who are totally and permanently disabled before the age of 21 may receive continued coverage beyond their 25th year provided that they are not married, legally reside with the employee, that they are totally and permanently disabled, and if a physician certified that there is total and permanent disability.

7. Part-time benefits:

- (a) *Liberty Health* or equivalent Semi-Private Hospital care;
- (b) *Liberty Health Extended Health Care Formulary 3, mandatory generic plan (or equivalent) and effective January 1, 1997 - an annual employee deductible adjusted every January 1 and representing 90% of the average total prescription fee paid by the Corporation for one prescription drug claim of the combined Locals 7287 and 1757 bargaining units experience for the previous 12-month period, with a cap of \$30 single/\$60 family. Reimbursement provided through provider paid plan and/or mail order reimbursement for prescription drugs.*
- (c) *Liberty Health Basic 7 Dental, \$800 annual maximum as well as a nine month oral recall examination/preventative recall package. Children twelve (12) years of age or under shall have a six (6) month oral recall and examination . and preventative recall package.*
- (d) *Co-ordination of benefit payments will apply where a part-time employee or spouse has coverage under more than one plan.*
- (e) \$10,000 Life Insurance benefit.

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

ARTICLE 27 - EMPLOYEE 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
3. Extended Health Care, maximum \$10,000 lifetime to 65 years of age

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 *for full-time employees and in accordance with OMERS regulations for part-time employees.*

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

(b) *The Corporation agrees to provide a wage supplement effective January 1, 1997 to a maximum of the difference (in employee-paid premiums) between the previous 25% employee share and the revised 1997 100% employee share for 60% coverage. It should be noted that if the employee has elected to purchase additional LTD coverage, the wage supplement shall not reimburse this additional coverage.*

ARTICLE 27 - EMPLOYEE BENEFITS (continued)

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

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

27.10 *It is understood that all benefits presently covered by this collective agreement apply to those eligible persons under 65 years of age.*

ARTICLE 28 - SAFETY AND HEALTH

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

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

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

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

ARTICLE 28 - SAFETY AND HEALTH (continued)

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

28.06 The Union shall be notified immediately of each accident or injury requiring a 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 *at work* shall be at the expense of the Corporation.

28.09 First aid equipment shall be provided *in accordance with legislation*.

28.10 All employees shall be transported under cover in heated vehicles,

28.11 When employees are employed in excavation work, there shall be an employee on the surface of the ground to ensure the safety of employees engaged in the trench to assist in the carrying out of the work as required by the Occupational Health and Safety Act as amended from time to time.

28.12 When an employee is required to enter a tank or vessel for the purpose of cleaning, repair, or *inspection*, there shall be an employee close by and readily available to assist in the event of an emergency as required by the Occupational Health and Safety Act as amended from time to time, and Regional Policy on Confined Spaces.

28.13 *As determined by the appropriate Health & Safety Committee, a procedure of regular interval telephone checks will be provided for the safety of employees who are required to work alone. Details of this procedure will be kept posted at all times in each appropriate work location.*

28.14 *Union and the Corporation agree to abide by all applicable provisions of the Workers' Compensation Act, Occupational Health & Safety Act and Regulations, and WHMIS Regulations.*

ARTICLE 28 - SAFETY AND HEALTH (continued)

28.15 EAP 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.

29.05 Alternative Delivery of Service

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

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

ARTICLE 29 - TECHNOLOGICAL AND OTHER CHANGES

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

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

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

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

ARTICLE 30 - JOB SECURITY

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

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

ARTICLE 31 - UNIFORM AND CLOTHING ALLOWANCE

- 31 .01** (a) The Corporation shall supply to all permanent employees in the *Environmental Services Unit*, 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 *Environmental Services Unit* 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.
- (e) *The Corporation agrees to supply winter parkas to Transportation Services Operations employees effective January 1, 1997, and yearly thereafter.*

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 *Administration and Technical Services Unit*.

31 .04 *Effective January 1 of each year. the Corporation will pay one hundred dollars (\$100) towards the purchase of C.S.A. -approved safety footwear to each employee who is required by the Corporation to wear such footwear. This payment will be automatic, via regular pay,*

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 ~~33.01~~ 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 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.

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

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS (continued)

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

ARTICLE 35 - COPIES OF AGREEMENT

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

ARTICLE 36 - GENERAL

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

ARTICLE 37 - TRANSFER OF EMPLOYMENT

37.01 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 - NOTICES

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

38.02 Notice to the Parties shall be addressed to:

The Director of Human Resources
The Regional Municipality of Niagara
2201 St. David's Road, P.O. Box 1042
Thorold, Ontario
L2V 4T7

-and-

ARTICLE 38 - NOTICES (continued)

The President and Secretary
The Canadian Union of Public Employees, Local 1287
Unit 2, 200 Highway #20 East
Fonthill, Ontario
LOS 1E0

and-

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

ARTICLE 39 - TERM OF AGREEMENT

~~39.01~~ Agreement shall be binding and remain in effect for a period of *thirty-three (33) months from April 1, 1996 to December 31, 1998*, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to *December 31* in any year that it desires its termination or amendment.

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

~~39.03~~ 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.

39.04 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.

CASEWORKERS GEOGRAPHIC ASSIGNMENT (formerly 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.

CASEWORKERS' GEOGRAPHIC ASSIGNMENT (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 25.05 (SEAF)

Subject to Council approval, Corporate budgetary funds may be available to assist eligible employees in continuing their education from recognized institutions. This may be separate and apart from potential tuition reimbursement funding assistance. Any employee making application for SEAF reimbursement must be an employee who has successfully completed his/her probationary period. (See Policy No. C3. TO 1.14 in the Corporate Administrative Policy Manual for further details.)

All applications for reimbursement to the SEAF Committee must be in writing on a SEAF application form (SEAF # 1 revised August/94). SEAF application forms are available from your Manager/Supervisor or may be obtained from the Human Resources Department. The completed application form must be submitted to the Corporate Training and Development Officer, Human Resources Department. All SEAF applications are reviewed by the SEAF Committee on a quarterly basis. The SEAF Committee is composed of both union and management employees.

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

CASUAL EMPLOYEE POOL RECRUITMENT POLICY

A casual employee is one who is called to work as circumstances demand for a temporary assignment of either twenty (20) working days or less, or during the recruitment term following a posted position.

It is understood and agreed that casual employees shall not work in classifications of higher paying positions where there is a qualified member of the bargaining unit within the work location who is interested in the assignment. Such employees shall not displace regular employees nor be retained or granted work in preference to regular employees who normally perform the work.

CASUAL EMPLOYEE POOL RECRUITMENT POLICY (continued)

Job Postings:

Casual employees are eligible to submit application under Corporate job postings while working in a casual assignment.

When a casual employee is successful in obtaining a posted vacancy, (permanent or temporary), there shall be a probationary period of 450 hours worked for full-time and part-time positions, or six months, whichever is the earliest. Upon successful completion of the probationary period, the employee shall obtain seniority and all rights under the collective agreement.

Seniority:

Casual employees are not entitled to seniority rights under the collective agreement nor any other rights or privileges not contained within this document.

Assignments:

A casual employee shall be advised of his/her assignment by the Human Resources Department, and provided with details of the placement which will include the start date and termination data, with a copy to the Union.

The Human Resources Department will be responsible for advising the casual employee of the termination data, which shall not exceed twenty (20) working days.

A casual employee may be assigned to the same functional work location for a further twenty (20) working days, but service must be broken by a minimum of five (5) working days between placements.

If subsequent to a third casual assignment to the same functional work location and the Corporation deems it necessary to schedule another temporary vacancy at the same functional work location, this fourth vacancy must be posted.

Completion of Assignments:

When a casual employee completes his/her assignment, he/she is terminated. It is understood that continued refusal or unavailability of work or unsatisfactory performance shall result in termination without recourse of grievance.

Vacation & Holiday Entitlement:

Vacation and holiday entitlement shall be in accordance with the Employment Standards Act.

CASUAL EMPLOYEE POOL RECRUITMENT POLICY (continued)

Casual employee personnel shall be entitled to all rights and benefits of the collective agreement with the exception of:

<i>Article 13</i>	<i>- Discipline and Discharge</i>
<i>Article 14</i>	<i>- Seniority</i>
<i>Article 17</i>	<i>- Layoff and Recall</i>
<i>Article 23</i>	<i>- Sick Leave</i>
<i>Article 24</i>	<i>- Leaves of Absence</i>
<i>Article 25.06</i>	<i>- Course of Study, SEAF</i>
<i>Article 27</i>	<i>- Welfare Benefits</i>
<i>Article 31.01 (a), (b)</i>	<i>- Uniform & Clothing Allowance</i>
<i>Article 31.04</i>	

BENEFITS COMMITTEE

The Corporation shall establish a Benefits Committee co-chaired by a representative of the Human Resources Department and CUPE Local 1287. The objective of this Committee will be to identify ways to contain and/or reduce benefit costs without reducing benefit coverage.

SALARY ADMINISTRATION & INTERNAL EQUITY

The Parties commit to attempt to negotiate and ratify an Internal Equity/Salary Administration Plan as follows:

The Corporation will undertake to review and rewrite all job descriptions by March 31, 1997.

The Parties agree to review and revise the Job Evaluation Manual, as necessary, with the assistance of a Union and Management Committee comprising equal representation, with access to external resources as selected by the Committee.

The Committee will re-evaluate all job descriptions utilizing the Job Evaluation Manual by September 30, 1997.

The Parties agree to negotiate a new salary administration schedule with a target date of December 31, 1997.

The Parties agree to implement the salary administration schedule following presentation and ratification by the Parties.

SALARY ADMINISTRATION & INTERNAL EQUITY (continued)

It is further understood that Article 26.03 of the previous collective agreement shall be held in abeyance during the above-noted time periods in this Letter of Understanding. Upon the implementation of this salary administration and internal equity plan, Article 26.03 of the previous collective agreement shall remain null and void.

REGIONAL CHAIR'S BEST PRACTICES COMMITTEE

As a means to identify where cost savings can be realized, the following process be implemented as an alternative to further layoffs or tax increases.

That the Regional Chair be requested to establish a Best Practices Committee with representation from Regional Council, Regional Management and CUPE Local 1287, and extend an invitation to other employee groups who wish to participate on this Committee. The Committee's initial mandate would be to review all current Regional work practices, purchasing practices, policies, departmental structures, contracted services and other related issues. As issues are identified, the Committee will investigate and recommend alternative courses of action applicable to the employee group's area of responsibility. Once recommendations are approved by Regional Council, direction to initiate corrective actions resulting in expenditure reductions would be issued by the appropriate authority as soon as possible.

The mandate of the Committee shall also include discussions on where additional revenue could be generated.

The Committee shall, in consultation with Regional Council, establish a complete set of agreed "Terms of Reference" under which they will operate. The Terms of Reference shall include, but not be Limited to the following conditions:

- 1 . The Regional Municipality of Niagara shall, fully disclose all relevant information required to ensure the Committee can conduct a complete and accurate assessment in each circumstance.*
- 2. The Regional Municipality of Niagara will provide the necessary in-house resources to assist the Committee where additional information or explanations are required.*
- 3. (a) Where recommended by the Committee and approved by Regional Council, outside resources can be utilized to provide an objective analysis on any issue.*

REGIONAL CHAIRS BEST PRACTICES COMMITTEE (continued)

- (b) *Where consensus has not been reached and the CUPE members of the Committee wish to engage outside resources to provide objective analysis on an issue, they may do so at the Union's expense.*
4. *No employee shall be adversely affected for providing information to the Committee.*
 5. *The Committee will not have the authority to take any actions which would actually or effectively set aside or nullify the terms or intent of any collective agreement in place between the Parties or any Council policy.*
 6. *The Committee will recommend to Regional Council the allocation of identified savings.*
 7. *The Best Practices Committee shall attempt to identify cost savings measures equivalent to the value of the wage supplement amount. These savings will be reserved for uses as agreed to by the Committee. If these cost savings are not achieved, the Parties shall negotiate other methods to achieve the required savings.*

LOCATION STEWARD - HOME CARE

Subject to continuation of bargaining unit employees of Local 1287 being employed in Home Care, Public Health Department, it is agreed that the Union may appoint one Steward, in accordance with provisions of this collective agreement.

OPTIONAL LIFE INSURANCE FOR DEPENDENTS

The Corporation agrees that it will contact Sun Life as to the availability of providing optional life insurance coverage for dependents at 100 per cent employee cost for the associated policy premiums.

If it is determined that this benefit is available to the Corporation, the bargaining unit shall be advised of all pertinent information and conditions of enrolment and means of payment for this additional coverage.

SCHEDULE "A"

Job Classifications
*Administration & Technical Services and
Community and Social Services Units*
 (Classifications not -affected by Pay Equity)

<u>LEVEL</u>	<u>CODE</u>	<u>CLASSIFICATION</u>
1	084	General Clk - Transp. - P/T - PW
	086	General Clk - Eng. - P/T - PW
	270	Clk Typist/Recept. - P/T - SC
2	064	Repro/Mail Clerk II
3		
4	128	Clerk Steno II - Transp.
	185	Encoder II - HS
5	045	Encoder II - SS
	031	Intake Recept/Rep. - SS
	030	Early Childhood Educators (Q3plus)
	508	Acctg/Payroll Clk II - P/T - SC
	029	Acctg/Payroll Clk II - SC
	115	Records Clerk - SC
	343	Payroll Clk II - SC
	347A	Payroll Clerk II - SC
	347B	Payroll Clerk II - Northland - SC
	145	Records Clerk - Eng.
	087	Acctg. Clerk II - P/T
	068	Building Maintenance Clerk
	132	Encoder II - Transp.
	328	Records Clerk - P/T
	321	Acctg. Clk II - Health Prog.-FIN
320	Acctg Clk II - Accts. Rec. - Fin.	
096	Acctg. Clk I - Fin.	
6	331	Secretary - Land Division
	044	Secretary - SS
	035	Purchase of Service Worker
	130	Traffic Investigator
	082	Junior Draftsperson
	072	Computer Operator
	076	Graphics Technician
7	149	Caseworker I - Childcare - SS
	025	Caseworker I - GWA

LEVEL	CODE	<u>CLASSIFICATION</u>
7	151	Caseworker I - Fraud
	152	Caseworker I - Homemaker
	026	Caseworker I - Job Developer
	193	Caseworker I - Parental Support
	153	Caseworker I - Hostels
	341	Caseworker - Alzh. Prog. P/T - SC
	120	Intake Representative
	158	Environmental Monitoring Tech.
	301	INS Field Technician
	303	Instrumentperson - Legal
	311	Draftsperson - Legal
	080	Draftsperson
	091	Graphics Assistant
	018	Industrial Waste Inspector
	136	Operations Clerk - Traffic
	073	Programmer/Analyst I
	075	User Support Analyst/Trainer
	022	General Accountant
	203	Capital Accountant
	518	Operation Support Technician
8	149	Caseworker II - Childcare - SS
	025	Caseworker II - GWA
	151	Caseworker II - Fraud
	152	Caseworker II - Homemaker
	026	Caseworker II - Job Developer
	193	Caseworker II - Parental Support
	153	Caseworker II - Hostels
	037	Supervisor, PHDC
	089	Approvals Technician
	059	Traffic Services Inspector
	066	Buyer II
	161	Accountant II
	063	Supervisor, Print Shop
	121	Community Worker - SC
9	149	Caseworker III - Childcare - SS
	025	Caseworker III - GWA
	151	Caseworker III - Fraud
	152	Caseworker III - Homemaker
	026	Caseworker III - Job Developer
	193	Caseworker III - Parental Support
	153	Caseworker III - Hostels
	048	Social Planner
	157	Chief Clerk - SS
	004	Employment Program Counsellor

<u>LEVEL CODE</u>	<u>CLASSIFICATION</u>
9	304 INS Technician
	147 Traffic Signals Technician
	088 Technical Services Technician
	019 Industrial Waste Technician
	061 Maintenance Technician - Transp.
	078 Survey Party Chief
	090 Transportation Technician
	060 Traffic Studies Technician
	146 Traffic Operations Technician
	147 Traffic Design Technician
	507 SIMS Technician
	083 Engineering Technician
	129 Maintenance Technician - Fleet
	065 Buyer III
10	201 Supervisor, Employment Programs
	117 Coord., Alzheimer/Respite Prog.-SC
	118 Social Worker - SC
	054 Senior Payroll Accountant
	204A Senior Accountant/Reporting&Revenue
	204B Accounting Supervisor

SCHEDULE "A"

Wage Schedule
*Administration & Technical Services and
Community and Social Services Units*

Effective July 1, 1992

Level	Start	After 3 Months	After 12 Months
1	12.3055	12.8599	
2	12.8061	13.3957	
3	13.1467	13.7746	
4	13.9180	14.6089	
5	14.5253	15.2557	
6	15.3697	16.1548	
7	17.2157	18.1149	
8	18.3889	18.8764	19.3676
9	19.0969	19.6077	20.1183
10	20.5094	21.0657	21.6220

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 and Environmental Services Units
(Classifications not affected by Pay Equity)

<u>LEVEL</u>	<u>CODES</u>	<u>SIFICATION</u>
1	071	Office Cleaner P/T
	001	Labourer - Roads
	002	Labourer - Water/Pollution
	166	Marking Labourer
	067	Building Maintenance Person
	170	Sign Installer
	317A	Building Service Maintenance
	317B	Building Service Maintenance
	313	Building Service Maint. - P/T
2	095	Courier
2A	092	Dispatcher
	315	Radio Maint/Disptch/Swtchbrd.
3	004	Skilled Labourer - Roads
	135	Skilled Labourer - Water
	003	Skilled Labourer - Poll. Contl.
	168	Signals Installer
	165	Truck Marking Driver I
	097	Mower Operator
	360	Laboratory Assistant
	302	INS Field Assistant
	049	Fleet Parts Person - Transp.
4	169	Sign Installer II
	011	Road (Pavement) Marker I
	516	Ground Worker - Transp.
5	164	Marking Driver II - Traffic
	010	Truck Driver
	167	Signals Installer II
	515	Fleet Maintenance - Transp.
6	008	Heavy Equipment Operator
	013	Area Clerk/Storekeeper
	186	Area Clerk - Traffic Shop
	050	Traffic Storekeeper
	052	Fleet Stockkeeper
	535	Locate Person

<u>LEVEL</u>	<u>CODES</u>	<u>SIFICATION</u>
7	051 053	Road Marker II Sign Maker I
8	055 020 085 188 123	Signals Installer III Laboratory Technician Bridge Repair Person Operator/Maintenance - Water/PC Welder/Equipment Repair
9	143 070	Signmaker II Certified Cabinet Maker
10	069 015 189 006 005	Maint. Person - Mech/Elec - HQ Maint. Person - Mech/Elec - Water Maint. Person - Mech/Elec - PC Senior Operator - Water Senior Operator - PC
11	139 190 007 057 125 527 506	Signals Electrician - Cert. - LH Pump Station Maint. - PC Licensed Mechanic - Transp. Signals Technician Autobody Repair Person Technical Assistant Tree Trimmer
12	016W 016P 309 133	Area Maint. Person - Water Area Maint. Person - PC Area Maint. Person - Bldg. Chief Mechanic
13		Laboratory Technician - Cert. Construction Inspector Area Maint. Person - M/E - Water Area Maint. Person - M/E - PC
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 and Environmental Services Units

Effective July 1, 1992

Job Level	Start	After 450 Hours
1	13.5600	14.1800 base
2	13.7400	14.4100
2A	14.0600	14.7500
3	14.3700	15.0800
4	14.6600	15.4200
5	15.0500	15.7900
6	15.3400	16.1200
7	15.6000	16.4100
8	15.7900	16.5900
9	16.1700	16.9800
10	16.3100	17.1600
11	16.4300	17.2800
12	16.6000	17.5100
13	17.6700	18.6200
14	10.8000	11.3400

Transportation Services Unit

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 sixty cents (\$0.60) per hour.

SCHEDULE "A"

Job Classifications
PA Y EQUITY

<u>LEVEL</u>	<u>CODE</u>	<u>CLASSIFICATION</u>
P01	523	Clk Typist I - Home Care
	524A	Clerk - Income Maintenance
	524B	Clerk - Home Care
P02	312	Office Cleaner - SS
	094	Receptionist - EMO
	403	Clk Typist I - SC
P03	036	General Clerk - SS
P04	230	Weekend Clk/Recept. - P/T - SC
	345B	Clerk Typist II - Homes - SC
	131	Encoder I - Roads
	098	Payroll Clerk I - Fin.
	299	Library Clerk - SC
	404	Clerk Typist I - PW
	520	Clk Typist P/T - Elder Abuse
P05	329	Steno - Admin - P/T - HS
	039	Childcare Cook - SS
P06	344	Clk. Typist II - SC
	342	Switchbrd/Recept. - Linh. - SC
	154	Ward Clerk - SC
	509	Switchbrd/Recept. - Suns. - SC
	351	Clk. Steno II - P/T - Dental
	197	Clk. Typist I/Switchbrd. - HS
	179A	Clk. Steno I - Insp. - HS
	179B	Clk. Steno II - Insp. - HS
	325	Clk Typist II - Planning
	1 10	Clk. Typist II - Land Division
	326	Encoder I - P/T - Finance
	140	Encoder I - Traffic
	056	Encoder I - Transp.
	550	Clerk Typist II - Homes
	521	Steno II - Healthy Lifestyles
P07	349	Clk Typist II - P/T - NF
	141 W	Clk. Typist II - Water
	184A	Clk Typist II-Family Planning HS

<u>LEVEL</u>	<u>CODE</u>	<u>CLASSIFICATION</u>
P07	27D	Clk Typist II-Fin/Admin. SS
	338	Clk Typist II - Planning
	114	Clk Typist II - Admin. - SC
	348	Clk Typist II - P/T - SC
	372	Clk. Steno II - Home Care - HS
	522	Clk Typist I - Income Maintenance
	526	Clk Steno II - Transportation
	534	Clk Steno II/B - FN-Impr. & Sup
	529	Consumers Supply Clerk
	144	Clk Typist I - SS
	250	Clk Typist II - Environmental
	314	Switchboard - EMO
	032	Switchboard/Recept. - SS
	P08	141P	Clk. Typist II - PC
374		Steno - Home Care - HS
373		Steno - Home Care - HS
375		Steno - Home Care - HS
370		Steno - Home Care - HS
27C		Clk Typist II-Fin/Admin. - SS
134		Clk Steno II - Purchasing - Fin.
192		Clk Steno II - Purchasing - Fin.
327		Clk Steno II - Purchasing - Fin
195		Clk Steno II - Float -Admin - HS
323		Clerk Typist II - Comm.
340		Secretary, Director of Care - Fin.
183		Clk Steno II - Dental - HS
318		Clk Steno II - Acctg. - Fin.
324		Clk Steno II - Env.
350		Clk Steno II - Epidemiology - HS
530		Clk Steno II - Hlty Life/Pop Hlth
525		Clk Steno II - PW/Administration
377		Clk Steno I - Home Care
378		Clk Steno I - Home Care
142B		Accounting Clerk I - Transp.
176		Clk Steno II - Admin.- HS
504		Clk Steno II - Met/Child - HS
339		Clk Steno II - P/T - Admin - HS
179C		Clk Steno II - Insp. - HS
180		Clk Steno II-Mat/Child/Adult Hlth.
194		Clk Steno II - Schools - HS
177		Clk Steno II - Aids - HS
251		Clk Typist II - Env.
533		Steno - Healthy Lifestyles
P09		093	Clk. Steno/Dispatcher
	172	Clk Steno II - Clerk's

<u>LEVEL</u>	<u>CODE</u>	<u>CLASSIFICATION</u>
P09	112	Clk Steno II - Admin - Fin
	319	Clk Steno II - P/T - Fin
	127	Clk Steno II - Permit Clk - Roads
	376	Clk Typist II - Home Care - HS
	198	Ops. Section Clk Steno II
	371	Clk Steno II - Home Care - HS
	345A	Clk Typist II - Homes
	310	Clk Steno II - Eng.
	334	Clk Steno I - Mental Hlth P/T - HS
	184B	Clk Steno I - Family Planning - HS
	182	Clk Steno II - Infant Ed. - HS
	517	Billing Clerk - Social Services
	531	Clerk Steno II - Clerks
	27A	Clk Typist II-Fin/Admin. SS
	P10	305	Acctg. Clk II - Accts Pay/Ret.
034		Income Maintenance Clerk
528		Accounts Payable Clerk - PHD
175A		Acctg. Clk II - Homes - Finance
1758		Acctg. Clk II - Homes - Finance
178		Steno II - Visual Aides Clk - HS
142		Acctg. Clk II - Transp.- PW
160		Acctg Clk II - Accts Payable - Fin
306		Acctg Clk II - Accts Payable - Fin
099		Payroll Clk II - Finance
113		Clk Steno II - Comm. Disease - HS
159		Acctg Clk II - Est. Admin. - Fin
PI 1	009	Acctg. Clk II - Rec. - Fin.
	111	Clk Steno II - Fin.
P12.		
P13		
P14		
P15	038	Private Home Day Care Worker - SS
P16.	040	Resource Teacher
P17		
P18	033	Supervisor, Early Childhood

SCHEDULE "A"

Wage Schedule

Job Classifications

PAY EQUITY

Level	Start	After 3 Months	After 12 Months
P01	12.31	12.86	
P02	13.06	13.65	
P03	13.56	14.18	
P04	13.56	14.18	
P05	14.37	15.08	
P06	13.56	14.18	
P07	13.56	14.18	
P08	14.37	15.08	
P09	14.06	14.75	
P10	15.34	16.12	
P11	15.79	16.59	
P12	14.37	15.08	
P13	16.60	17.51	
P14	15.79	16.59	
P15	16.43	17.28	
P16	16.60	17.51	
P17	19.10	19.61	20.12
P18	20.51	21.07	21.62

SCHEDULE "B"

Hours of Work

Administration & Technical Services and Community and Social Services Units

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 Unit

In cases of non-shift workers, by mutual agreement between the Supervisor and employee concerned, regular 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.

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.

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"

Regular Hours of Work - Plant Operations
Environmental Services Unit

In cases of non-shift workers, by mutual agreement between the Supervisor and employee concerned, regular 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.

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	)	0700 - 1500, 1700 - 2300
Port Weller	)	2 - 8 Hr. shifts;
Welland	)	0800 - 1600, 1600 - 2400
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

Administration & Technical Services Unit

1. St. David's Road (2)

2. Public Health (1)

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

Community & Social Services Unit

1. Thorofd Social Services (2)

2. Day Care Centres (21)

3. Homes for the Aged and Senior Citizens (1)

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

SCHEDULE "C"

Stewards

Transportation Services Unit

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. Pelham Yard
6. Thorold Yard (*includes St. Catharines Patrol*)
7. Thorold Service Centre (*including Fleet Maintenance*)
8. Jordan Yard
9. *Fort Erie Yard*

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

SCHEDULE "C"

Stewards

Environmental Services Unit

One (1) Steward for each of the following:

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

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

SCHEDULE "D"

The Regional Municipality of Niagara

and

CUPE Local 1287

INTEGRATED TED HEALTH DISABILITY INCOME PROTECTION PLAN

Eligibility for Sick Leave Disability Insurance Benefits

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

Recurrence of Disability

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

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

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

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

INTEGRATED HEALTH DISABILITY INCOME PROTECTION PLAN

GLOSSARY OF DEFINITIONS

Absence due to Disability

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

Absence/Authorized

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

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

Absence/Unauthorized

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

Actively at Work/Active Work

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

Base Salary

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

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

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

Calendar Year

January 1 - December 31 inclusive.

Continuous Service

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

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

Disability

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

Earnings

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

Existing Sick Credits

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

Illness

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

Long Term Disability

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

Modified Work

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

Modified work may be available where an employee can perform:

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

Regular Duties

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

Short Term Disability

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

Working Day

Regularly scheduled shift.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives, as of this 25th day of March, 1997.

LOCAL 1287
CANADIAN UNION OF
PUBLIC EMPLOYEES

THE REGIONAL MUNICIPALITY
OF NIAGARA

[Signature]

[Signature]
Brian Merrett, Regional Chair

[Signature]

[Signature]
T. Rod Hollick, Regional Clerk
970327

[Signature]

[Signature]

[Signature]

[Signature]

REGIONAL SOLUTIONS

[Signature]

APPROVED AS TO FORM

APPENDIX A

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.

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

MANUAL OF PROCEDURES

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

ARTICLE 1- PURPOSE

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

ARTICLE 2 - DEFINITIONS

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

<i>Benchmark Job</i>	<i>or "Key Jobs" are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the rating manual.</i>
<i>Classification</i>	<i>The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.</i>
<i>Classification Differential</i>	<i>The difference between the maximum salary or wage rates in the Salaries and Wages Schedule of the Collective Agreement.</i>
<i>Classification Increments</i>	<i>The salary or wage steps for a particular Classification</i>
<i>Collective Agreement</i>	<i>The Collective Agreement currently in effect between the Region of Niagara (hereafter referred to as the Region) and CUPE 1267 (hereafter referred to as the Union).</i>
<i>Current Rate</i>	<i>An employee's present rate of pay.</i>

ARTICLE 2 - DEFINITIONS (Continued)

<i>Duty</i>	<i>A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.</i>
<i>Employee</i>	<i>An employee of the Region in the bargaining unit for which CUPE Local 1287 is the recognised bargaining agent as defined in the Collective Agreement.</i>
<i>Factors</i>	<i>The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Program.</i>
<i>Factor Degrees</i>	<i>The actual measurement levels within each factor.</i>
<i>Green Circled</i>	<i>The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Program.</i>
<i>Incumbent</i>	<i>An employee who has been appointed or promoted to a job.</i>
<i>Job</i>	<i>A group or range of duties or tasks assigned to and performed by the incumbent(s).</i>
<i>Job Analysis</i>	<i>The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort, and the working conditions involved in the performance of that job, through the use of questionnaires, observation, and study.</i>
<i>Job Description</i>	<i>A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent to the job.</i>
<i>Job Documents</i>	<i>Comprised of all documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.</i>

ARTICLE 2 - DEFINITIONS (Continued)

<i>Job Evaluation</i>	<i>The process of studying and analyzing a job to obtain detailed information about the content of the job, the preparation of a job description and the rating of the job by use of the Rating Manual to determine the relationship of the job to other jobs covered by this Job Evaluation Program.</i>
<i>Job Rating</i>	<i>The selected degree levels, points, reasons for the rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.</i>
<i>Joint Job Evaluation Committee</i>	<i>The Joint Committee appointed by the parties to deal with matters relating to job descriptions, the rating of jobs and the designating of appropriate wage grades as governed by this Manual of Procedures and the Rating Manual.</i>
<i>Out of Schedule Rate</i>	<i>A wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Program.</i>
<i>Points</i>	<i>The numerical expression adapted for measurement of each degree within each factor.</i>
<i>Rating Manual</i>	<i>The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.</i>
<i>Red Circled</i>	<i>The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Program.</i>
<i>Review Committee</i>	<i>A joint two person committee comprised of a representative from each of management and union who based on the evaluation request submission and the job evaluation rating manual, determine if a review of the request by the JJEC is warranted.</i>
<i>Salaries and Wage</i>	<i>The salary and wage classifications as per Schedule A of the Collective Agreement.</i>

ARTICLE 2 - DEFINITIONS (Continued)

Staff Complement	<i>A staff position authorized as such by Council.</i>
Task	<i>An activity undertaken in order to complete specific duty, defining how a duty is done.</i>
Total Points	<i>The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.</i>
Wage Grade	<i>The designation in the Collective Agreement for a particular job rate or salary level or salary range.</i>
Wage Rate Schedule	<i>The wage grades and levels as set forth in the Collective Agreement.</i>

ARTICLE 3 - RATING METHODOLOGY

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

ARTICLE 3 - RATING METHODOLOGY (continued)

- b) provide the basis from which to gauge equitable wage rate relationships between the jobs;*
- c) form the foundation from which to measure changes in job content;*
- d) enable the assignment of jobs into their proper classifications.*

ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

4.1 *It is important that the Employer maintain accurate job descriptions and job ratings on an ongoing basis (ideally every four (4) years). Failure to do so will serve to damage the integrity of the Program. It is the intent of the employer to maintain accurate, up-to-date job descriptions.*

4.2 a) *The job description or notice of vacancy is the sole responsibility of the Human Resources Department.*

b) The job descriptions shall be filed and indexed by the Human Resources Department with a duplicate copy forwarded for signature to acknowledge receipt, by the Union.

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

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

(i) The job content is changed by the employer

(ii) The job is declared redundant by the employer

(iii) The job is changed as a result of a successful appeal.

b) Whenever the employer decides to establish a new job, the following procedures shall apply:

(i) The Human Resources Department shall prepare a draft job description and establish a temporary wage grade in accordance with the agreed upon Rating Manual.

ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS (Continued)

(ii) *The Human Resources Department shall notify the Union of the job description and the temporary wage grade.*

(iii) *Within six (6) months of the incumbent commencing employment in the new posted job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties actually being performed at the time of review. Should it be determined through the Committee's final evaluation that an increase should be made in the job's Classification, such an increase shall be retroactive to the date that the incumbent commenced employment in the new posted job.*

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

a) *A Request for Re-evaluation, (Form #3), the approved request form, be submitted to the Review Committee in care of the Human Resources Department.*

b) *The revised job description and any other job document shall accompany the request form.*

c) *The Review Committee shall review the changes to the job description and any other job document and determine whether there has been sufficient change in job content to warrant re-evaluation by the JJEC.*

d) *If it is determined that there has been sufficient change in job content to warrant review by the JJEC, all relevant data will be promptly forwarded to the JJEC for re-evaluation.*

e) *If it is determined that the position does not warrant review by the JJEC, the Review Committee will provide a written response to the employee(s) informing them why the position will not be forwarded to the JJEC. Should the Review Committee not be able to agree, the matter shall automatically be referred to the JJEC.*

f) *The results of the JJEC evaluation will be communicated to the Director of Human Resources (or designate) who shall communicate all rating and/or other decisions made by the committee to the appropriate Department Director, concerned Supervisor, the Union and the incumbent(s) of the committee's decision.*

ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS (Continued)

g) Following circulation of evaluation results and following the appeal period, the job shall be assigned the appropriate classification.

4.5 *An appeal of the job rating may be initiated by the incumbent(s), Union, Department Director, concerned Supervisor, or Director of Human Resources within fifteen (15) calendar days of receipt of the rating of the JJEC, as follows:*

a) The Appellant shall complete the Authorized "Appeal" form (Form #4), available from the Human Resources Department and/or the Union.

b) The appeal, shall state, in writing the reason or reasons for disagreement with the rating of the job on a factor by factor basis,

c) The Appellant must forward the "Appeal" form, to the Director of Human Resources, who shall refer it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Department Director.

d) The Joint Job Evaluation Committee shall consider each factor being appealed. The results of the appeal will be communicated to the Director of Human Resources (or designate) who shall forward to the incumbents(s), the appropriate Department Director, and the Union.

e) It is understood that during their review of the appeal, the JJEC will review and possibly adjust other factors previously evaluated. Should a factor, other than the factor under appeal be adversely affected, the appellant has the right to appeal the factor(s) that has been so changed.

ARTICLE 5 - JOB EVALUATION PROCEDURES

5.1 *The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to clarify information required for rating purpose. Such review may include:*

a) site inspection by the Committee

b) interviewing, by the Committee of incumbents and supervisors

5.2 *The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual. (Schedule I)*

ARTICLE 5 - JOB EVALUATION PROCEDURES (continued)

- 5.3 *In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.*
- 5.4 *In the application of the Rating Manual the following general rules shall apply*
- a) *It is the content of the job that is being analyzed, not the individual doing the job.*
 - b) *Jobs are to be evaluated without regard to existing job rates.*
 - c) *Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.*
 - d) *Workload is not a consideration when evaluating a job except as provided for in Factor B/Mental Effort.*
 - e) *No interpolation of factor degrees is to be made in the use of this program. (i.e. no insertion of a factor rating that falls between the established degrees of the factor).*
 - f) *The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.*
 - g) *If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.*
 - h) *Each appeal shall be submitted in writing on an official appeal form agreed to by the Region and the union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Region and the Union. The appeal forms shall be available from the Human Resources Department and/or the Union.*
 - i) *The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.*

ARTICLE 5 - JOB EVALUATION PROCEDURES (continued)

j) The Joint Job Evaluation Committee and/or the Union at its discretion, may request the appearance of the Incumbent and/or Supervisor in order to assist the Committee in its deliberations.

k) Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.

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

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

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

ARTICLE 5 - JOB EVALUATION PROCEDURES (continued)

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

ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of:

- *up to 3 representatives of the Region, as selected by the Region; plus one (1) alternate as selected by the Region.*
- *up to 3 representatives of the Union, as selected by the Union; plus one (1) alternate as selected by the Union.*
- *one (1) non-voting Representative appointed from the Human Resources Department following discussion with the Union.*
- *the position of Chairperson shall alternate between the Union and the Region.*

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

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

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

ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE (continued)

- 6.4 *Decisions of the Joint Job Evaluation Committee shall require consensus. When consensus is not possible, the matter under review shall be referred to the Job Evaluation Referee as provided for in Article 7 of this Manual of Procedures.*
- 6.5 *The Joint Job Evaluation Committee shall meet at least once a month or as required.*

ARTICLE 7 - JOB EVALUATION REFEREE

- 7.1 a) *The Region and the Union shall, by January 31 of each year, agree upon a Job Evaluation Referee. The parties agree that said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.*
- b) *Should either party determine that a new Referee should be appointed for the following year, notice to the other party shall be given, in writing, during December of the current year. Such notice shall contain a list of individuals being proposed as Referee by the initiating party.*
- c) *Should the Referee withdraw for any reason during the term of appointment, the parties shall, within ten (10) calendar days of such notification, agree upon a replacement.*
- d) *Should the parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within ten (10) calendar days of such decision, pursuant to Article 7.1 (a).*
- 7.2 *The cost of the Job Evaluation Referee's remuneration and personal expenses shall be shared equally by the Region and the Union.*
- 7.3 *The Job Evaluation Referee will be required to meet and make decisions solely on matters where consensus was not achieved by the Joint Job Evaluation Committee.*
- 7.4 *The following procedure will be followed to resolve any matters before the Job Evaluation Referee:*
- a) *The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.*

ARTICLE 7 - JOB EVALUATION REFEREE (Continued)

b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Chairperson of the Joint Job Evaluation Committee, who will forward it to the Committee, the Director of Human Resources, the appropriate Department Head, the Union and the incumbent(s).

c) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this program.

7.5 *The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.*

ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

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

8.2 *The Human Resources Representative shall notify the Human Resources Department and the Union of the results of 8.1.*

8.3 *The Human Resources Representative shall notify the appropriate Department Head, the Union, and the incumbent(s) of the job of any changes in Classification resulting from job evaluation.*

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

ARTICLE 9 - GRIEVANCE/ARBITRATION

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

APPENDIX 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

Sidebar Agreements in Force:

12-Hour Shifts: (See Pages 109-112)

- *Port Colborne Pollution*
- *DeCew Falls Water*
- *Grimsby Water*
- *Niagara Falls Water*
- *Port Dalhousie Pollution*
- *Rosehill Water*

10-Hour Shifts: (See Pages 112-114)

- *Fort Erie Pollution*
- *Baker Road Pollution*
- *Crystal Beach Pollution*

12-HOUR SHIFTS

The parties have agreed to implement, on a trial basis, a shift schedule which deviates from Schedule "B" of the Collective Agreement for the 12-Hour Shift Facilities listed above.

This Memorandum of Agreement shall come into effect March 7, 1994, and may be terminated by either party upon 30 days written notice, From time to time, the shift schedule may be reviewed and modified during its term by mutual agreement of the parties.

The following items have been agreed to and accepted by both parties in applying the terms and conditions of the current Collective Agreement to staff involved in the operation of the facility:

ARTICLE 78.01 (c)

The wording of this Article does not apply. Hours of work will consist of twelve-hour and eight-hour shifts arranged so as to provide an average normal work week of forty hours.

Relief operating personnel who normally work 8 hours per day and who may be 4 hours short of working a total of 40 hours during a regular pay period due to working one or more 12-hour shifts relief operating will be required to work 4 hours only on one other day, during the same pay period if possible, in order to make up their total regular hours worked to 40. In no case will this 4 hours qualify for overtime payment when it is worked. When on a training course, the normal day will start at 0800 hours and for purposes of training, any such courses will not be deemed to be overtime work.

By mutual agreement, relief staff will be permitted to accumulate a maximum of 4 regular hours worked in order to equalize their week's pay to their normal 40 hours. Otherwise pay will be for the actual number of hours worked during the pay period.

ARTICLE 19.01

When relief staff are substituting for regular operating staff, the relief person's "normal work day" shall be deemed to be equivalent to the normal work day of the employee he is relieving, and the "normal work week" shall be deemed to be 44 hours, the normal maximum of the regular operating staff.

ARTICLE 79.05

When a statutory holiday is observed on a day when a blank (spare) shift normally occurs in the shift schedule requiring a spare operator, the usual relief operating personnel (maintenance staff) will be assigned to and work this duty without the union considering this to be a violation of Article 79.05. Also, payment of wages for this shift on a statutory holiday will be in accordance with Article 2 1.03 (d) and 25.03.

Relief operating staff will be considered as "employees usually engaged in the operations involved" when overtime work is required for plant operation.

ARTICLE 20.07 & 20.02

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

ARTICLE 20.04

The term "sixteen hours rest" shall be deemed to read "twelve hours rest",

ARTICLE 2 7.07

The term "one day's pay " means eight hours pay.

ARTICLE 2 7.03 (a)

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

ARTICLE 27.03 (d)

The terms "day off with pay" and "a day's pay" refer to a twelve-hour day,

ARTICLE 27.03 (e)

The terms "day off with pay" and "a day's pay" refer to a twelve-hour day.

ARTICLE 27.04

The terms "day off with pay" and "a day's pay" refer to an eight-hour day.

ARTICLE 22.0 1

A vacation "week" equates to 40 working hours.

ARTICLE 22.02

The terms "day off with pay . ' and "one da y's pay " refer to a twelve-hour day.

ARTICLE 22.03 (b)

The term "normal weekly rate" refers to 40 hours at the employee% base rate of pay .

ARTICLE 23.04

The term "number of days or part days " shall be deemed to read "normal working hours "

ARTICLE 24.01

The term "day" equates to 12 hours for a scheduled twelve-hour shift.

ARTICLE 24.02

The term "day" equates to 72 hours for a scheduled twelve-hour shift.

ARTICLE 24.72

“Working Days” for employees who normally work 12-hour shifts shall be counted as 72 hours each for scheduled 12-hour shift days taken off when calculating the total working days in the year for union affairs.

7 O-HOUR SHIFTS

The parties have agreed to implement, on a trial basis, a shift schedule which deviates from Schedule “B” of the Collective Agreement for the 10-Hour Shift Facilities listed above.

This Memorandum of Agreement shall come into effect March 7, 1994, and may be terminated by either party upon 30 days written notice. From time to time, the shift schedule may be reviewed and modified during its term by mutual agreement of the parties.

The following items have been agreed to and accepted by both parties in applying the terms and conditions of the current Collective Agreement to staff involved in the operation of the facility:

ARTICLE 78.07 (c)

For operational staff the wording of the Article does not apply. Hours of work will consist of ten hour day shifts arranged so as to provide an average normal work week of forty hours.

Actual hours of work shall be based on operational requirements within the facility.

Relief operating personnel who normally work 8 hours per day and who may be 4 hours short of working a total of 40 hours during a regular pay period, due to working one or more 10-hour shifts relief operating will be required to work 4 hours only on one other day, during the same pay period if possible, in order to make up their total regular hours worked to 40. In no case will this 4 hours qualify for overtime payment when it is worked. A relief operator can, if he so wishes, work 8 hours (bank other 4 hours for later). When on a training course, the normal day will start at 0800 hours and for purposes of training, any such courses will not be deemed to be overtime work.

By mutual agreement, relief staff will be permitted to accumulate a maximum of 70 regular hours worked in order to equalize their week’s pay to their normal 40 hours. Otherwise pay will be for the actual number of hours worked during the pay period.

ARTICLE 79.07

When relief staff are substituting for regular operating staff, the relief person's "normal work day" shall be deemed to be equivalent to the normal work day of the employee he is relieving, and the "normal work week" shall be deemed to be 40 hours the normal maximum of the regular operating staff.

ARTICLE 79.05

Relief operating staff will be considered as "employees usually engaged in the operations involved" when overtime is required for plant operation.

ARTICLES 20.07 & 20.02

No shift premiums shall be paid for the 70 hour day shifts.

ARTICLE 20.04

The term "sixteen hours rest" shall be deemed to read "fourteen hours rest".

ARTICLE 21.01

The term "one day's pay" means eight hours pay.

ARTICLE 21.03 (a)

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

ARTICLE 2 7.03 (d)

The term "day off with pay" and "a day's pay" refer to a ten-hour day.

ARTICLE 2 7.03 (e)

The term "day off with pay" and "a day's pay" refer to a ten-hour day.

ARTICLE 2 7.04

The term "day off with pay" and "a day's pay" refer to an eight-hour day;

ARTICLE 22.01

A vacation "week" equates to 40 working hours.

ARTICLE 22.02

The terms "day off with pay" and "a day's pay" refer to a ten-hour day.

ARTICLE 22.03 (b)

The term "normal weekly rate" refers to 40 hours at the employee's basic rate of Pay.

ARTICLE 23.04

The term "number of days or part days" shall be deemed to read "normal working hours".

ARTICLE 24.0 7

The term "day" equates to 10 hours for a scheduled ten-hour shift.

ARTICLE 24.02

The term "day" equates to 10 hours for a scheduled ten-hour shift.

ARTICLE 24.72

"Working Days" for employees who normally work 7 O-hour shifts shall be counted as 10 hours each for scheduled 10-hour shift days taken off when calculating the total working days in the year for union affairs.

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.

