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NOTE:

THE BOLD AND ITALICS PRINT REPRESENTS NEW CLAUSES OR CHANGES FROM THE PAST COLLECTIVE AGREEMENT.

THIS AGREEMENT MADE THIS 17th DAY OF MARCH, 2005

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, Water and Wastewater Division Unit, Community 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 employees listed under Schedule "A" of this Agreement. Any disputes may be resolved under Article 3.02 or any provisions contained in the Ontario Labour Relations Act.
- 3.02 The Corporation shall notify the Union in writing of any new or amended position engaged in Maintenance Services, Operations, office and clerical work of all departments except for the Regional Chair and Chief Administrator's offices, Legal Services and the Human Resources Department. A meeting shall be held if requested by the Union to discuss employee group jurisdiction of any new position. If an agreement cannot be reached, the matter shall proceed to Step 3 and the balance of the grievance procedure.
- For any bargaining unit position, it is understood that a change in job title alone shall not constitute a change in bargaining unit status.
- 3.03 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.
- 3.04 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.
- 3.05 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.
- 3.06 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 25.05 (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. Returning students who worked in good standing during the previous work term will be considered for summer employment interviews without the need of the lottery ranking for no more than four (4) consecutive years.

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, sexual orientation, place of residence, nor by the reason of his membership or activity in the Union or that of any dependent of the employee in accordance with the Human Rights Code as amended from time to time.

ARTICLE 5 - UNION SECURITY

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

5.02 Harassment in the Workplace

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 Union not later than the 15th day of the month following and, accompanied by a duplicate list of names 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 provide new employees of the bargaining unit with a current collective agreement and agrees to reference 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.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Office and the Local's President/Secretary, 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:

- (a) A Union committee of five (5) employees, one of whom shall be the President/Secretary of the Local or his representative for the purpose of renewing or amending the Collective Agreement.
- (b) A grievance committee of three (3) employees, one of whom shall be the President/Secretary of the Local or his representative.
- (c) A Union committee, for the purpose of Labour/Management Management meetings with the Corporation as set out in Article 10.01, shall be made up of the President/Secretary of the Local or his designate, and the four (4) Unit Vice-Presidents, or their designates. 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, Water and Wastewater Division, 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.
- (f) It is understood, that when a location has two or more members that the Union wishes to have on any committee, the Union shall assign an alternate member from a different location whenever possible. If this is not possible, the manager shall have the right to deny one individual leave for good cause, i.e. scheduling, workload.

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. Four (4) Unit Grievance Officers shall be appointed by the Union. The Union will endeavour to have one steward and one alternate steward for all workplace locations.

9.04 The Union shall notify the Corporation in writing of the name of each Steward and the department(s) he represents and the Unit Grievance Officers 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 or Elected Officers 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 Stewards or Elected Officers have their regular work to perform on behalf of the Corporation and that they will not leave their work without obtaining permission from their immediate non-union supervisor, which shall not be unreasonably withheld, and shall explain the reason for their absence. Upon completing their Union duties, the Steward or Elected Officer will be responsible to report to their immediate non-union supervisor that they have returned to their regular workplace and they are resuming their regular work.

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/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.

10.07 A leave of absence to attend Union affairs shall be submitted in writing to the Human Resources Department. When leave of absences have been granted, it becomes the responsibility of the Union member to submit a completed Corporate and Union Paid Leave Form to his non-union supervisor immediately upon return to work at the conclusion of the leave of absence to attend Union affairs. It is understood that failure to submit such a completed form will result in the time away from the workplace being charged to the Union for payment.

ARTICLE 11 - THE COUNCIL AGENDA

11.01 Prior to a Council meeting, the Corporation agrees to provide the Union office with five (5) copies of the Council Agenda. Copies of the Council proceedings shall be supplied to the Union following the Council meeting.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 In this 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 President/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 President/Secretary of the Union. The grievance shall be submitted on the approved form and shall contain facts of the grievance, the sections of the Agreement alleged to be violated and relied upon.

12.03 Step 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 President/Secretary of the Union.

12.04 Step 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 President/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 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 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 President/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 Commissioner of Human Resources, on behalf of the Corporation shall lodge the grievance with the President/Secretary 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/Secretary and two other elected or appointed officers of the Union shall meet with the Commissioner of Human Resources to discuss the grievance. Within ten (10) days after the said meeting, the President/Secretary shall deliver to the Commissioner of Human Resources, the Union's answer to the grievance.

Step 2

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.

12.11 Prior to a grievance being submitted to arbitration, either party may request the assistance of a Grievance Mediation Officer. If the parties utilize this process, the time limits for a

grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

The Union shall be allowed to have a committee of three (3) employees in attendance during a grievance mediation meeting, one of whom shall be the President/Secretary of the Local, or his designate.

The cost of grievance mediation officer's services will be jointly shared by the parties.

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 President of the Union with a copy to the employee involved.

13.02 The Corporation will notify the President/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 Commissioner of Human Resources within five (5) days of the date that the Union and the Steward have been notified in writing of such discharge or suspension and it shall commence at Step 3 of the grievance procedure.

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

13.06 Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of eighteen (18) 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.

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.

14.04 Seniority rights shall cease for the following reasons:

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

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 posted 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 and shall retain his seniority without any further accumulation from the time he worked outside of the bargaining unit.
- (iii) An employee may be appointed to a position outside of the bargaining unit without a posting, and in such case, the following shall apply:
 - (a) Appointments to temporary unposted non-union positions shall not exceed twenty (20) consecutive shifts, or exceed more than sixty (60) shifts in any calendar year.
 - (b) During the period of appointment, the employee shall continue to remit union dues and will retain and continue to accumulate seniority.
 - (c) During the period of appointment, the Parties agree the initial bargaining unit position will be back-filled by existing bargaining unit members on the basis of seniority and qualifications to perform the work involved.
 - (d) In the event a bargaining unit member is not available to perform this work, or no member of the bargaining unit is willing to perform this work, a casual labour pool employee will be assigned in accordance with the casual labour pool policy.
 - (e) All subsequent vacancies shall be filled in accordance with (c) and (d) above.
 - (f) It is understood that any member of the bargaining unit appointed to a temporary unposted non-union position will not be responsible for labour relations or human resources issues involving bargaining unit members. Such matters will be referred to permanent non-union supervisors and managers.
 - (g) It is understood the above conditions come into effect after one (1) shift when a member of the bargaining unit is appointed to a temporary unposted non-union position.

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.

14.08 *The following is the process to be used when two (2) or more employees have the same seniority date.*

First, the date of hire, and if the same;

The employee with the lowest last three (3) numbers of the employee's Social Insurance Number (SIN) will be considered the first hired, and so on. If the two employees have identical last three (3) numbers, the fourth number of the SIN number will be compared, with the lowest fourth number of the two being considered the first hired.

Example 1

<i>Employee A</i>	<i>XXX XXX 789</i>
<i>Employee B</i>	<i>XXX XXX 690</i>

Employee B is considered the first hire

Example 2

<i>Employee A</i>	<i>XXX XX1 789</i>
<i>Employee B</i>	<i>XXX XX3 789</i>

Employee A is considered the first hire

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

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. The only exception to the requirement to post the notice of the position is where Council has appointed Non-Union staff by resolution. In such case, the local Union office shall be advised of such appointment.

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 paragraph Article 16.01(a), the provisions of this Agreement shall not apply to any position outside of 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.

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

- (a) The successful applicant appointed to a posted **permanent** vacancy shall be placed on the job for **an assessment** period of four hundred and fifty (450) hours worked. Conditional upon satisfactory service, such **transfer** shall **be confirmed** after **the successful completion of the assessment period**. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds the new position unsatisfactory, 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.
- (b) ***The successful applicant appointed to a posted temporary vacancy shall be placed on the job for an assessment period of four hundred and fifty (450) hours worked. Conditional upon satisfactory service, such transfer shall be confirmed 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, 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.***

The Parties agree that the position competition may not have to be re-posted if within the above noted **assessment** period, and where there are qualified candidates of the bargaining unit who have applied in the original competition.

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 President/Secretary of the Union. Postponement in excess of six months will require reposting before being filled.

16.09 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.

16.10 The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

16.11 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.

16.12 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.

16.13 The successful applicant appointed to a posted vacancy will be ***prepared to actively work*** in that position within twenty (20) ***working*** 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 twenty-first (21st) day. The ***assessment*** period for such employees shall not commence until the successful applicant actually commences work in the position. ***If he is medically unfit or unavailable to report, the Corporation may repost the vacancy and the employee will be returned to his former permanent position.***

16.14 Successful and unsuccessful applicants shall be so advised, within twenty (20) days of the selection of the successful candidate. The name of the successful applicant will be posted and the Union will be notified.

16.15

- (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 Water and Wastewater Division, relief duties shall be shared as equitably as possible amongst staff at the affected location. (see Letter of Understanding Page 55)

16.16 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.

16.17

- (a) Where a position has been filled on a temporary basis for a continuous period of greater than one (1) year, the incumbent must return to their permanent position, or should it not exist, exercise his seniority rights in accordance with Article 17. Should the Corporation deem it necessary to continue such work for an additional one (1) year period, the position shall be posted on a temporary basis not to exceed one (1) year. If however, the Corporation deems such work necessary beyond this two year period, the position shall be posted on a permanent basis in accordance with Article 16.
- (b) Notwithstanding Article 16.17 (a), appointments of a temporary nature may extend beyond one (1) year if the reason for such placement is related to an approved leave of absence, sick leave, WSIB, or Long Term Disability vacancy.

16.18 When an employee is being awarded a position, all hours worked on a temporary or permanent basis in that position during the past thirty-six (36) months will be considered as experience for the purposes of placement under the salary structure outlined in Schedule "A" of this Agreement.

16.19 ***Supply employees who do not have regularly scheduled work and who continue to refuse available shifts or continue to be unavailable to work available shifts will be terminated. (See Letter of Understanding – Assigning Work to Supply Staff page 73)***

16.20 ***Notwithstanding Article 16, an employee who has been transferred to a permanent position within the preceding four (4) month period need not be considered for a subsequent permanent position competition and/or transfer during this period unless the employee successfully demonstrates to the Human Resources Department that the competition will result in an increase in gross earnings or reduced travel distance from the employee's permanent residence to work.***

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.

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

The Corporation will not employ casual labour pool or outside employment agency personnel in performing bargaining unit work while qualified members of the bargaining unit are on layoff and deemed by the concerned non-union supervisor capable of performing the work.

17.03 The Corporation shall notify employees who are to be temporarily 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 shall be the last persons laid off during their term of office as long as full-time work which they are qualified to perform at their own or a lower wage level is available.

17.05 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 arrears of such payment, the Employer shall be entitled to cancel the benefit coverage.

17.06 Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

17.07 (a) (i) 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 and department. It is further understood that should an individual be displaced from a temporary position, then the individual shall return to his former 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.

(ii) The Corporation's decision on acceptance or denial of a bump shall be communicated in writing to affected employees within five (5) working days.

(iii) Transfers resulting from the displacement of active employees shall be held in abeyance until all transfers can take place.

No employee will suffer any loss of wages while awaiting a transfer under this clause.

Once the last employee affected by this process is confirmed, all transfers of affected employees shall be made within seven (7) working days.

17.07 (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, unsuitable, **medically unfit** or **unavailable for work**, 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 (2) representatives of the Union and two representatives from Management (Human Resources and the affected department).

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 rearrangement of the position shall be returned to his position without loss of seniority and wage or salary.

Should the employee find the second position unsatisfactory, the employee will be laid off in accordance with Article 17.07 (a). It is permissible to receive notice of layoff and exercise seniority rights to a maximum of **three (3)** consecutive times, after which the employee must stay in that **third** position or transfer through

competition for a posted vacancy.

- (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 Services Unit staff
 - a. 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 and Operational Support Services Division Field 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-1", the normal work week shall be 8:00 a.m. to 4:00 p.m., Monday through Friday. For the purpose of this Article, Transportation Services Division and Operation Support Services Division shall be defined as all employees in Schedule "B-2".

For all other Transportation Services Division 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.

- (c) For Water and Wastewater Division 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.
- (d) ***For Waste Management Division Unit staff at landfill sites, four (4) ten (10) hour days for a total of forty (40) hours per week. Except as provided in the Letter of Understanding – Waste Management Hours of Operation and Shift Schedule, the normal work week shall be 7:45 a.m. to 5:45 p.m. (See Page 68-72)***
- (e) ***For EMS Paramedic Services support 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. or 8:30 a.m. to 5:00 p.m., Monday through Friday, with a one half hour (½) unpaid lunch period.***

18.02

- (a) ***The Corporation may create new shifts or revise existing shifts following written notice and agreement of the Union. 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 of the commencement of the change in regular shift.

- (b) Notwithstanding any other Article in this collective agreement, in cases of variation of employee's hours of work that will affect more than two (2) employees, the affected employees will vote on the matter and the vote will require a two-thirds (2/3) majority vote to approve such change in hours of work.**

For clarity, it is understood and agreed that for the purposes of interpreting this Article, approved hours of work remain in force and effect until such time that the Corporation proposes to establish a regular shift, or create or revise existing shifts in accordance with Article 18.02 (a) above. Where the Corporation supports an employee initiated request to create or revise existing shifts, the provisions of Article 18.02 (b) will come into effect. Thereafter, any approved and adopted shift schedule will remain in force and effect as noted above.

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. Sunday to 12:00 midnight Saturday.

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

ARTICLE 19 - OVERTIME

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

19.02 Overtime rates shall apply for work as follows:

1. Time and one-half for the first four (4) hours, and double time for all hours worked after four (4) hours. If any employee has not received a minimum of at least eight (8) hours rest between call outs, then double time rates shall apply after any accumulation of four (4) overtime hours.

For clarification purposes, consecutive hours rest will commence from the time the employee reported out (i.e. vacated the employer's premises) and ends when the employee reports back to work.

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

An employee who is on medical leave shall not be considered eligible for overtime until twenty-four (24) hours have elapsed from the commencement of the shift the employee reported as being unavailable for work due to illness.

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 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 Water and Wastewater Division 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 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 equitably divided among the qualified employees who are usually engaged in the operations involved.

Notwithstanding the above, assigned on-call duty may be freely exchanged with another qualified employee provided that prior written notice is given and the appropriate non-union supervisor or manager is in agreement.

19.08

- (a) In cases of twenty-four (24) hours, seven (7) days a week, full-year operations, certain cyclical arrangements may be made providing employees with time off equivalent to Saturdays and Sundays over periods of four (4) to eight (8) weeks.
- (b) During the period of November 15 to March 31, Transportation Services employees required to work on a rotating shift schedule and on a seven-day operation will be paid time and one-half (1-1/2) for the sixth (6) consecutive day, and double time for the seventh (7) consecutive day.

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

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

19.11 (a) Employees who work overtime or who are entitled to a day off as a result of Article 21 (Paid Holidays) may elect to bank the time owed to them. Time of in lieu may be taken by the employee provided the time off was requested in advance and approved by the employee's immediate supervisor. An employee may request equivalent cash payment at any time for any or all of the accumulated time in their lieu bank. Payment will be included in their regular direct deposit according to Article 25. As of the last pay period in November, equivalent cash payment shall be made for all accumulated time in each employee's lieu bank.

(b) Employees in the Roads & Traffic Section, Fleet Services, Building Services or Regional Dispatch operations, and who continue to have their wages and salary processed in accordance with the MMS System, may have a lieu bank representing a pool of monies collected from overtime, and/or paid holiday

time. A record of lieu bank usage reporting the rate at which the lieu bank payment was made will be provided monthly on the employee's attendance report. In addition, these employees may have a standby bank representing a pool of monies collected from standby time. Any lieu bank or standby bank balance outstanding will be paid out in accordance with Article 19.11 (a) above.

- (c) Notwithstanding Article 19.11 (a) and (b), employees who have accrued lieu time or standby time banks will have their banks paid out when transferring to a new position unless the employee provides a written request to retain up to a maximum of two (2) weeks of banked time earned prior to the transfer.***

19.12

- (a) For the purposes of Section 17(1)(a) of the Employment Standards Act, the regular hours of work are 7/8/10/12 hours per day. The regular hours of work for part-time, seasonal, casual and student employees, and the circumstances whereby those hours may be exceeded remain governed by the terms of the collective agreement. However, this is not to be considered a guarantee of hours.
- (b) In accordance with Section 17(2) of the Employment Standards Act, the Union consents to employees working in excess of forty-eight (48) hours per week, to a maximum of sixty (60) hours per week, subject to the overtime provisions in Article 19 of the collective agreement.
- (c) In accordance with Section 18(3) of the Employment Standards Act, the Union consents to employees working in excess of the regular 7/8/10/12 hours per day, to a maximum of thirteen (13) hours per day, whether on a single shift or successive shifts, subject to the overtime provisions in Article 19 of the collective agreement and subject to the Employment Standards Act requirement that employees have a minimum eight (8) hours free from work when thirteen (13) hours per day have been worked.
- (d) In accordance with Section 19 of the Employment Standards Act, the thirteen (13) hours per day and sixty (60) hours per week maximums provided in paragraphs (b) and (c) above may be waived in emergency or unforeseen circumstances. The Parties agree to use reasonable judgement when interpreting Section 19 of the Employment Standards Act.

ARTICLE 20 - SHIFT WORK

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

- \$0.60 per hour, afternoon shift.
- \$0.60 per hour, night shift.

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

Effective January 1, 2006, Employees shall receive additional compensation for all hours worked as follows:

- ***\$0.65*** per hour, afternoon shift.
- ***\$0.65*** per hour, night shift.

Effective January 1, 2007, Employees shall receive additional compensation for all hours worked as follows:

- ***\$0.70*** per hour, afternoon shift.
- ***\$0.70*** 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.

20.05 In cases of unscheduled absenteeism and vacation relief, the provisions of Article 20.04 shall not apply to the initial relief employee involved, provided that at least eight (8) hours rest between shifts is provided and a guarantee of two (2) consecutive days off to the relief employee involved in the Water and Wastewater Division 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 sixty cents (\$0.60) per hour for all hours worked.

Effective January 1, 2006, 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 **sixty-five cents (\$0.65)** per hour for all hours worked.

Effective January 1, 2007, 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 **seventy cents (\$0.70)** 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 **his/her absence has been approved by his Supervisor preceding the holiday.**

With respect to regular part-time and supply employees, the calculation of the normal day's pay will be in accordance with the Employment Standards Act.

(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.

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

21.04 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 (a) 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 January 1 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%
Nine (9) years or more	4 weeks	8%
Sixteen (16) years or more	5 weeks	10%
Twenty-seven (27) years or more	6 weeks	12%

Plus one day each year after 30 years of service.

Effective January 1, 2006

<u>Credited Service as of January 1 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%
<i>Eight (8)</i> years or more	<i>4</i> weeks	<i>8%</i>
<i>Fifteen (15)</i> years or more	<i>5</i> weeks	<i>10%</i>
Twenty-seven (27) years or more	6 weeks	12%

Plus one day each year after 30 years of service.

22.01 (b)

- (i) 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. A part-time employee who has regular scheduled hours of work will be entitled to take vacation time off, with pay, in accordance with the employee's pro-rated vacation schedule.

All regular part-time employees are responsible to schedule and take their paid vacation entitlement within the prescribed periods.

- (ii) **Supply and student employees will receive pay in lieu of vacation with every pay period.**

All supply employees will be required to take a minimum of two (2) weeks unpaid vacation annually.

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 (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.

- (b) Vacation pay adjustments will be received by the employees by March 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) For the vacation period January 1st, to June 30th each department shall post a list by October 15th and the employee shall indicate by November 1st, the vacation they wish.

The Department Commissioner shall post this list of the vacation periods by November 15th. After this date, the Department Commissioner or the employee shall not alter the vacation periods unless by mutual consent.

For the vacation period July 1st to December 31st, each Department shall post a list by April 15th and the employee shall indicate by May 1st the vacation they wish.

The Department Commissioner shall post this list of the vacation periods by May 15th. After this date, the Department Commissioner or the employee shall not alter the vacation periods unless by mutual consent.

All remaining vacation entitlement must be scheduled during this period or the employee must apply to the Department Commissioner for permission to carry over any additional entitlement. Under exceptional circumstances agreed to by the Parties, an employee may have his unused vacation entitlement paid out. The Department Commissioner shall provide an answer in writing to the employee within two (2) weeks of receiving any such request.

- (3) The Department Commissioner 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.

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, except for Pregnancy and Parental Leave, 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.

** or an amount never to be less than the amount required to meet the Employment Insurance premium reduction criteria.

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

It is understood that wage continuance made payable under the Integrated Health Disability Income Insurance Plan shall never be less than the amount required to meet Employment Insurance premium reduction criteria.

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 for 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.

A payment for sick leave will be at the employee's basic rate of pay excluding shift, overtime or other premiums. It is permissible to have up to six (6) hours of paid leave for medical/dental appointments within the calendar year. Any appointment(s) exceeding six (6) hours of absence will result in a charge to the employee's sick credits for the total time off work if available, or 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.

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. Should there be a cost to the employee for completing the Corporation's medical certificate, such cost shall be reimbursed by the Corporation.

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, brother, sister, legal guardian
- 3 working days - Death of step-parents, mother/father-in-laws, 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 Pregnancy and Parental Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy/parental reasons to a maximum of twelve (12) months. The employee returning from pregnancy/parental leave shall provide the Corporation with at least two (2) weeks notice. On return from pregnancy/parental leave, the employee will be placed in their former permanent position **and location**, 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 pregnancy/parental leave, employees who are filling vacancies caused by the pregnancy/parental leave shall have their preference as to whether they maintain or return to their former positions.

An employee who is on pregnancy leave as provided under this Agreement, who has passed her initial probationary period and who is in receipt of employment insurance pregnancy benefits, shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between 75% (seventy-five per cent) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly employment 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 Adoption Leave

An adoptive parent will be granted adoption leave without pay and without loss of seniority for a period not to exceed thirty five (35 weeks) 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 the placement may not be known until almost immediately prior to such date. On return from adoption leave, the employee will be placed in their

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

24.06 Election Day Leave

Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any 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.

24.07 Veteran's Leave

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.

24.08 Court Attendance Leave

The Corporation shall grant leave of absence with continuation of seniority to an employee who serves as a juror or witness, **or as the parent or guardian of a minor who has been compelled to attend court to serve as a 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.

24.09 Adult Education Examination Leave

(a) 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.

(b) 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 Commissioner 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 Personal Leave

The Corporation will grant **personal** leaves of absence without pay and **without further accrual of seniority if said leave is greater than thirty (30) calendar days**, 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 Commissioner** in advance of the commencement of the leave. Replies shall be in writing and shall include the reason if the request cannot be granted.

24.11 Family Emergency Leave

The Corporation, upon reasonable notice, will grant a leave of absence to an employee using an employee's choice of lieu time, vacation time or unpaid leave for reason of emergency leave as defined by the Employment Standards Act. The granting of such leave shall not be unreasonably withheld.

24.12 Union Leave

(a) 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, Water and Wastewater Division, 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) 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.

24.13 Union Affairs Employees elected or appointed to attend conferences, conventions, seminars and schools 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 two (2) 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.

It is the responsibility of the Union to seek approval directly from the applicable manager for the purpose of all leaves concerning Union affairs, save and except grievance and grievance mediation hearings; arbitration hearings; regularly scheduled labour/ management meetings; and sessions to amend the collective agreement, all of which will be coordinated by the Human Resources Department.

24.14 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 **or** further accumulation of seniority for one (1) term of office. One further extension of one (1) term may be granted on written application.

24.15 Return From Leave

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.

24.16 Citizenship Leave

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

24.17 UNION PRESIDENT'S PAID LEAVE OF ABSENCE

- (a) *The Corporation agrees to grant a leave of absence with pay, benefits and accumulation of seniority to the Union President of CUPE Local 1287 for the term of elected office. It is understood that the individual continues to be covered under the provisions of the collective agreement during this period of time, except as otherwise noted herein.*
- (b) *The granting of such leave of absence is conditional upon the elected Union President being an employee of The Regional Municipality of Niagara.*
- (c) *The parties agree that the Union shall be responsible for reimbursing the Corporation, within thirty (30) days of the date of the invoice, twenty-five per cent (25%) of the cost of the full wages and benefits paid to the President, exclusive of Integrated Health Disability Income Insurance Plan; Long Term Disability and Workers Safety & Insurance Board coverage.*
- (d) *The position of Union President shall be full-time work on behalf of CUPE Local 1287. The Corporation agrees the Union President's pay shall be maintained at the level of pay the President was receiving at the commencement of the leave of absence. The Corporation agrees to continue to pay the regular base wages of the regular classification last held by the Union President, and any wage or benefit adjustments pursuant to the collective agreement, during the term of elected office.*
- (e) *It is understood that the President shall be deemed a member of all committees noted in the collective agreement. The President, in his absence, may designate a replacement, however it is expected that the President will attend any and all committee hearings, as a matter of priority, except for those occasions where a direct scheduling conflict could not reasonably be avoided.*
- (f) *The Union agrees to provide the Corporation with thirty (30) calendar days notice in writing of the President's return to his former permanent position in the workplace. Upon return to the workplace, the employee will be entitled to the applicable provisions of the collective agreement and benefit carrier policy contracts.*
- (g) *Notwithstanding any other clause in the collective agreement, the Union President's permanent position with the Corporation shall be posted as a temporary position and remain as such during the President's term of elected office.*

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

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

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.

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 that job on the following basis:

(a) for Bands 1 through 8 inclusive – after three (3) month rate

(b) for Bands 9 through 14 inclusive – after one (1) year rate.

25.04 Meal Allowance

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 **ten dollars (\$10.00)**. Providing of notice does not guarantee that overtime will actually be worked.

25.05 Adult Education Allowance

The Corporation agrees to pay up to a maximum of one thousand, two hundred (\$1,200) 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.

25.06 At the discretion of the Corporation, it may be advisable to appoint Lead Hands on a temporary basis. His wage level while on this assignment will be the lesser of:

(a) The applicable job rate of the permanent Lead Hand he is replacing while on assignment;

or

(b) The greater amount between his own base rate plus one dollar (\$1.00) per hour or one dollar (\$1.00) per hour higher than the base rate of the highest paid employee he is leading.

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 class insurance.

All mileage shall be approved by the Department Commissioner or designate and submitted to the Corporate Services Department for payment each month.

Effective January 1, 2006, 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 ***Canada Revenue Agency***.

25.10 It is agreed that an employee who is absent from work as a result of an illness or injury sustained at work, and who is waiting for approval from the WSIB for his current absence, will be advanced a base wage continuance in the amount equivalent to that paid under an approved WSIB benefit, until the time of the approval or denial by WSIB. The wage continuance is subject to the employee's agreement to provide medical certification in accordance with Article 23.07.

Should such application be denied by the WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be charged to the employee's sick leave plan in accordance with Article 23.02.

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 Joint Job Evaluation 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 The Corporation undertakes at its expense to provide and schedule training necessary for water and wastewater control employees who are required to have certification for the operation of all water and wastewater 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 Ward Coverage. Effective August 1, 2002, the eligible member may however receive the difference in Ward and Semi-Private hospital coverage to a maximum of three (3) days per hospitalization occurrence. The eligible member is responsible for any and all other hospital coverage costs not specifically stated in this agreement.
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, and effective August 1, 2002, a dispensing fee cap of seven (\$7.00) dollars per prescription.

Effective January 1, 2006 an annual employee deductible representing 10% of the total prescription fee up to a maximum of \$40 single and \$100 family per year and with a dispensing fee cap of \$7.00 per prescription.

Eyewear \$300 per 24 consecutive months for each enrolled adult and \$200 per 12 months 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.

Physiotherapy - \$15.00 per visit, no limit.

Massage - \$15.00 per visit to a maximum of 12 visits per calendar year.

Effective January 1, 2006, subject to a recognized and registered Health Care Practitioner written referral, combined maximum \$300 annual entitlement subject to a maximum of \$25 per visit for physiotherapy or chiropractic or massage therapy.

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. ODA fee schedule is one year in arrears and includes orthodontia, capping, crowns, removable prosthodontic services, **\$2,000.00** 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 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 Ward Coverage 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 1287 and 1757 bargaining units experience for the previous 12-month period, with a cap of \$30 single/\$60 family, and effective August 1, 2002, a dispensing fee cap of seven (\$7.00) dollars per prescription. Reimbursement provided through provider paid plan and/or mail order reimbursement for prescription drugs.

Effective January 1, 2006 an annual employee deductible representing 10% of the total prescription fee up to a maximum of \$40 single and \$100 family per year and with a dispensing fee cap of \$7.00 per prescription.

- (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) Eligible eyewear \$150.00 per 24 consecutive months per enrolled member.
- (e) \$20,000 Life Insurance benefit.
- (f) \$20,000 Accidental Death and Dismemberment

8. Surviving Spouse Benefits:

Continuation of surviving spouse and children extended health and dental benefits for twelve months.

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 base wage rounded up to the next highest \$500. Retired employees up to 70 years of age \$2,000 for group life insurance only, save and except employees who retire after July 1, 2002, who will be entitled to \$5,000.00 for group life insurance coverage up to 70 years of age.
- (b) Optional Life Insurance - Coverage at 100% employee's cost.
- (c) 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 and Extended Health Care Plan, combined maximum \$12,500.00 lifetime for each enrolled member or until the retired employee attains 65 years of age, whichever the earlier.

Effective January 1, 2006

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 and Extended Health care Plan, combined maximum \$12,500 lifetime for each of the retiree and enrolled spouse or until the retired employee attains 65 years of age, whichever the earlier.***

Notwithstanding the above, a retiree or his or her enrolled spouse may transfer all or part of his or her remaining lifetime allowance to his or her enrolled spouse upon providing a written and signed authorization satisfactory in form to the Corporation and subject to the retiree remaining eligible for said benefits. Under no circumstances is any retiree's family entitled to more than a total of \$25,000 under this clause.

27.04 An employee prevented from performing his regular work with the Corporation, on account of an occupational accident that is recognized by the Workplace Safety and Insurance 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 Workplace Safety and Insurance 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, **or the lesser of any subsequent amended premium for the Long Term Disability plan for the employee group as established annually in the review of these premiums.** It should be noted that if the employee has elected to purchase additional LTD coverage, the wage supplement shall not reimburse this additional coverage. **(See Schedule "E" – see page 116)**

(c) Any new bargaining unit employee hired by the Corporation after date of ratification, shall not be eligible for non-taxable Long Term Disability benefit coverage supplement as described in Article 27.07 (b).

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.
- 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 Workplace Safety and Insurance 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 The Union and the Corporation agree to abide by all applicable provisions of the Workplace Safety & Insurance Act, Occupational Health & Safety Act and Regulations, and WHMIS Regulations.

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.

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 Commissioner and to make a submission on the department's plan.

Following discussion with the concerned Department Commissioner, 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) Water & Wastewater Division

The Corporation shall supply to all permanent employees in the Water and Wastewater Division the following Uniform and Clothing Allowance:

Five (5) sets of pants and shirts or;
Four (4) sets of pants and shirts and one (1) pair of coveralls
One (1) winter parka

Maintenance personnel will be supplied with three (3) pairs of coveralls as well as the shirts and pants.

Two (2) replacement sets of shirts and pants, or one (1) replacement set of shirt and pants and one (1) coveralls shall be supplied no later than June 1st of each year.

The Corporation shall keep such clothing clean and in good repair, replacing such articles of clothing when they are no longer in good repair.

New employees in the Water & Wastewater Division shall be supplied with adequate protective clothing immediately.

(b) Waste Management Division

The Corporation shall supply to all permanent employees in the Solid Waste Management Division the following Uniform & Clothing Allowance:

Landfill Site Attendant

Three (3) Polo Shirts or T-Shirts

One (1) Sweat Shirt

Three (3) pairs of pants

One (1) Winter Parka

Household Hazardous Waste Assignment

Five (5) Sets of Pants and Shirts Or;

Four (4) Sets of Pants and Shirts and One (1) Pair of Coveralls

One (1) Winter Parka

The Corporation shall keep such clothing in good repair, replacing such articles of clothing when they are no longer in good repair.

New employees in the Waste Management Division shall be supplied with adequate protective clothing immediately.

(c) Transportation Services Division

The Corporation shall supply to all permanent employees in the

Transportation Services Division mechanics, servicepersons and repairpersons the following Uniform & Clothing Allowance:

Five (5) sets of pants and shirts or;

Four (4) sets of pants and shirts and one (1) pair of coveralls

Two (2) replacement sets of shirts and pants, or one (1) replacement set of shirt and pants and one (1) coveralls shall be supplied no later than June 1st of each year.

All permanent employees in Transportation Services shall be provided a winter parka and replaced yearly each January 1st.

The Corporation agrees to supply coveralls where deemed necessary for all its employees who are required to carry out what is classified as dirty work

The Corporation shall keep such clothing in good repair, replacing such articles of clothing when they are no longer in good repair.

New employees in the Transportation Services Division shall be supplied with adequate protective clothing immediately.

(d) Public Works Department - Operational Support Services Division

Five (5) sets of pants and shirts or;

Four (4) sets of pants and shirts and one (1) pair of coveralls

Two (2) replacement sets of shirts and pants, or one (1) replacement set of shirt and pants and one (1) coveralls shall be supplied no later than June 1st of each year.

All permanent employees in Operational Support Services shall be provided a winter parka and replaced yearly each January 1st.

The Corporation agrees to supply coveralls where deemed necessary for all its employees who are required to carry out what is classified as dirty work

The Corporation shall keep such clothing in good repair, replacing such articles of clothing when they are no longer in good repair.

New employees in the Operational Support Services Division shall be supplied with adequate protective clothing immediately.

(e) Children's Services Division

The Corporation shall supply the following Uniform & Clothing Allowance to all Early Childhood Educators in the Child Care Centres operated by the Children's Services Division:

The Corporation will maintain a supply of lab coats in colours other than white and winter parkas, **for each full-time employee responsible for outdoor supervision**, keeping such articles clean and in good repair.

For part-time and supply employees, spare lab coats and winter parks will be available at the Child Care Centre for their use, and such articles will be kept clean and in good repair.

31.02 The Corporation shall supply protective clothing for employees working in machine rooms in the Administration and Technical Services Unit.

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

33.02 The Corporation agrees to the posting of Union notices on bulletin boards. Such notices shall relate to appointments, meetings, elections, conventions of the Union, Union social and recreational affairs. All such notices shall be submitted to the Commissioner of Human Resources 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 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.

33.07 For the purposes of this Agreement, the word spouse shall be defined in accordance with the concerned benefit carrier, policy contract or OMERS regulations as applicable.

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS

34.01 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.

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

ARTICLE 35 - COPIES OF AGREEMENT

35.01 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 *Effective January 1, 2006* the Corporation may re-deploy any employee to serve on a permanent basis within any Regional operation within **twenty-five (25)** kilometers radius from his station of employment. It is agreed that in cases of re-deployment senior employees shall be given preference. If the employee is to be re-deployed to a

distance greater than **twenty-five (25)** kilometers radius, the employee will have the option to request a layoff and exercise their rights under Article 17.

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 Commissioner of Human Resources
The Regional Municipality of Niagara
2201 St. David's Road, P.O. Box 1042

Thorold, Ontario
L2V 4T7

-and-

The President
The Canadian Union of Public Employees, Local 1287
Unit 15A, 15 Neilson Avenue
St. Catharines, Ontario
L2M 5V9

-and-

Canadian Union of Public Employees
Two Westport Centre,
110B Hannover Drive, Suite 103
St. Catharines, Ontario
L2W 1A4

ARTICLE 39 - TERM OF AGREEMENT

- 39.01 This Agreement shall be binding and remain in effect for a period of ***thirty-six (36) months from January 1, 2005 to December 31, 2007***, 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 Either party desiring to propose changes or amendments to this Agreement shall, within the ninety (90) day period prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every 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.

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

RE: Article 25.05 – Staff Education Assistance Fund (SEAF)

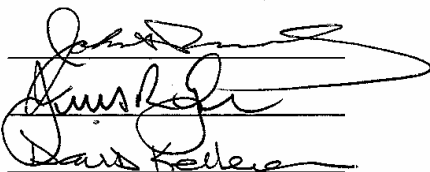
Subject to Council approval, Corporate budgetary funds may be available to assist eligible employees in continuing their education from recognized institutions. This may be separate and apart from potential tuition reimbursement funding assistance. Any employee making application for SEAF reimbursement funding assistance must be an employee who has successfully completed his/her probationary period. (See Policy No C3.T01.14 in the Corporate Administrative Policy Manual for further details.)

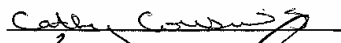
All applications for reimbursement to the SEAF Committee must be in writing on a SEAF application form (SEAF #1 revised August 1994). SEAF application forms are available from your Manager/Supervisor or may be obtained from the Human Resources Department. The completed application form must be submitted to the **Coordinator** - Corporate Education and Development, 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.

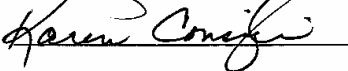
Reimbursement is subject to the availability of budgetary funds and SEAF Committee reimbursement criteria, which may be amended from time to time.

Signed this 7TH day of FEBRUARY, 2005

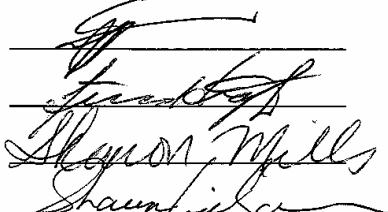
For the Region of Niagara

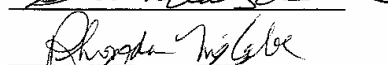


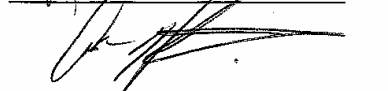




**For the Canadian Union of Public Employees
And its Local 1287**







LETTER OF UNDERSTANDING

BETWEEN


THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287

RE: Assignment to Relief Operations – Article 16.15(b) ^{JKL} 

The Parties agree to the following:

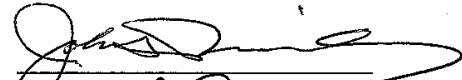


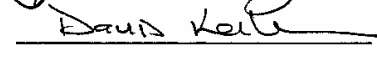
For the purposes of relief operations in the Water and Wastewater Division, as contemplated by Article 16.15(b), relief duties shall be shared as equitably as possible amongst staff at the affected location when such assignments become available through approved leaves of absence or as the result of illness/injury. ^{JKL} 

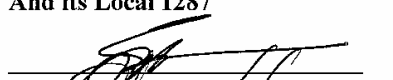
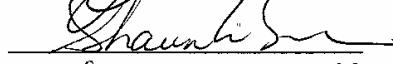
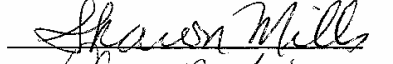
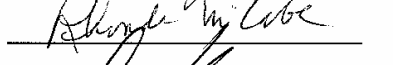
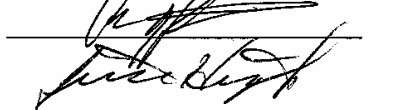
It is understood that the regularly scheduled day shift known as the maintenance day or spare day will now be defined as the "OPEN DAY" by the Parties. It is further understood the Open Day, as provided for in the operations shift schedule for the facility will be offered according to seniority.

Signed this 28TH day of FEBRUARY, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287




David Kelly

C. Rowland


Shaun Mills

Sharon Mills

George Milob



LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

RE: OPTIONAL LIFE INSURANCE FOR DEPENDENTS

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

Signed this 7TH day of FEBRUARY, 2005

For the Region of Niagara

**For the Canadian Union of Public Employees
And its Local 1287**

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

RE: VACATION ACCRUAL DATES & RULES

The parties agree to implement the policy with respect to vacation accrual dates and payment for part-time employees in the bargaining unit as outlined below:

1. Part-time Employees

The vacation accrual date for a newly hired part-time employee shall be his/her hire date.

2. Part-Time Employees Who Change Status to Full-Time

The vacation accrual date shall be pro-rated at the time that the individual becomes full-time. This pro-ration is based upon the number of hours normally and regularly worked from January 1, 1989 until the individual becomes full-time or the hire date, whichever is the latest. For those hired prior to January 1, 1989 the agreed upon formula between Management and the Union will be added to the pro-ration.

3. Full-Time Employee Who Becomes Part-Time

The vacation accrual date for a full-time employee who becomes part-time shall be their hire date.

4. Part-Time Employee Who Becomes Temporary Full-Time

The vacation accrual date shall remain the same as the individual's part-time hire date.

.../2

5. Vacation Payment – Part-Time Employees


A part-time employee who has regular scheduled hours of work will be entitled to take vacation time off, with pay, in accordance with the employee's pro-rated vacation entitlement.

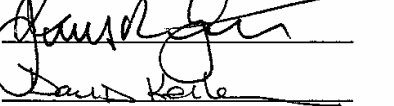
If there **are** any monies outstanding as of December 31st, it will be paid out to the employee.

Signed this 7TH day of FEBRUARY, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287

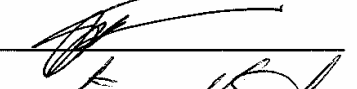


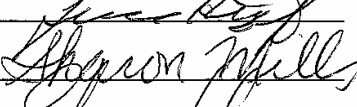


David Kelle

Cathy Cousins

Karen Conzatti






Sharon Mills

Shamir

George M. Cole



LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

RE: MANDATORY GENERIC DRUG PLAN




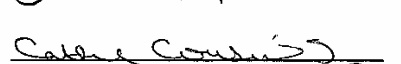
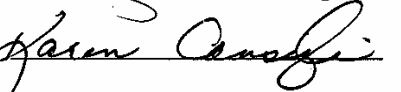
This will refer to our meeting on February 26, 1997 and your reference to the recent information letter circulated by Liberty Health for members of the bargaining unit and their physicians regarding the above.

I wish to confirm that Liberty Health (*now Maritime Life*) will adjudicate claims based on information noted in the letter, i.e. that they will reimburse the employee only up to the lowest price generic equivalent, even if the words "no substitution" is noted on the prescription.




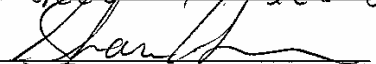
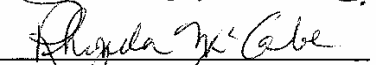

As I indicated during contract negotiations, the Corporation will however accept, on an exception basis, submissions from enrolled members if they present a physician authorized medical note to this department indicating that the available generic cannot be prescribed for medical reason or that there is no other medically appropriate generic available that can be prescribed by the physician. The Corporation will reimburse the employee for the difference in monies that they had to pay for the brand drug prescription through our accounts payable process. The employee must present the Doctor's note and proof of prescription purchase to the Human Resources Department for reimbursement purposes.

Signed this 7TH day of FEBRUARY, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

RE: Mileage Allowance

1. The Parties agree that no mileage will be paid to any Casemanager for travel between his/her home and his/her permanent/primary work location.

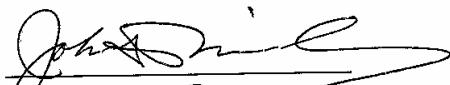

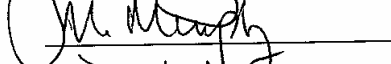
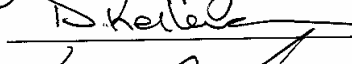
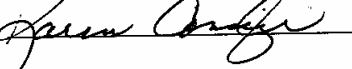
Casemanagers will, however, be entitled to mileage for actual mileage driven when travelling from home to any work location other than their permanent/primary work location.
2. If the first work location of the day is not the worker's permanent/primary work location, the worker will not be compensated for the related mileage expense if the travelled distance from the worker's home is equal to or less than the distance between the worker's home and his/her permanent/primary work location.
3. If the travelled distance from the worker's home to the first work location of the day is greater than the distance between the worker's home and his/her permanent/primary work location, the worker will be compensated for the difference between these two distances.
4. Once the worker has reached the first work location of the day, any further mileage accrued during the day on Corporation business will be compensated in accordance with Article 25.09.
5. The principles outlined in Item 2 and 3 above will also apply to the calculation of the allowable compensation for mileage from the last work location of the day to the worker's home.
6. If a Casemanager is temporarily transferred to any new location(s), he/she will be entitled to mileage allowance calculated in the manner set out in Item 3 above for the period of time in that temporary transfer.

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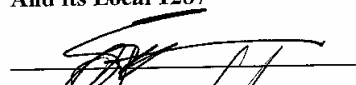

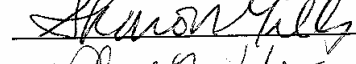
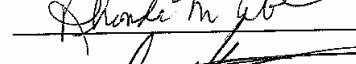
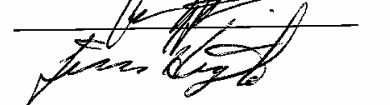
7. Where the Employer schedules a Casemanager to work out of two locations on a permanent basis, the mileage allowance referred to above will be applicable for all travel to the secondary location. For purposes of clarification, if a Casemanager works three days per week at one location and two days per week at another location, the location at which the Casemanager works three days per week is his/her permanent/primary work location and the other is his/her secondary work location, and if the Casemanager has an equal split of hours worked at two locations, then the location closest to the Casemanager's home is determined to be the permanent/primary location.

Signed this 28th day of FEBRUARY, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

RE: COACHING AND COUNSELLING LETTERS

The parties agree that coaching and counselling letters are grievable under the collective agreement. It is further understood that any coaching and counselling notation shall be removed from an employee's record after a period of 24 months in which he has not received any coaching or counselling notation.

Signed this 28TH day of FEBRUARY, 2005

For the Region of Niagara

**For the Canadian Union of Public Employees
And its Local 1287**

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

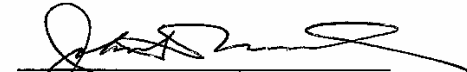

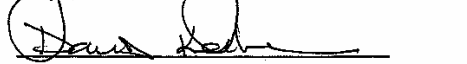
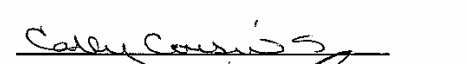
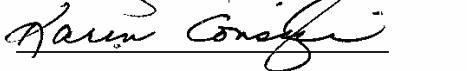
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287

RE: Joint Modified Work Committee

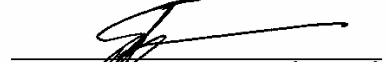

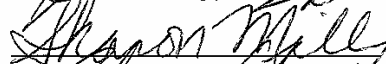
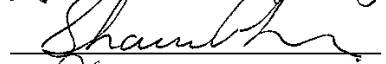
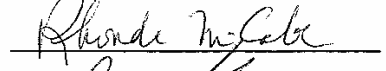

The Employer agrees that a Joint Modified Work Committee with equal representation of all bargaining units and Management members will be structured to facilitate the method of accommodation of employees with disabilities in the workplace. The Employer shall provide the necessary resources to ensure the effectiveness of the Committee.

Signed this 7TH day of FEBRUARY, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

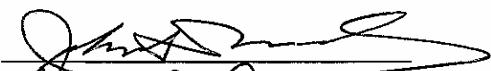

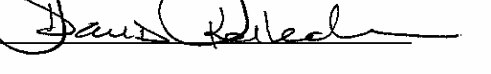
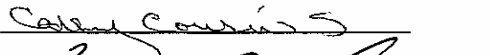

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

RE: TREATMENT MEMORANDUM

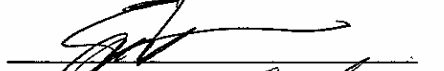
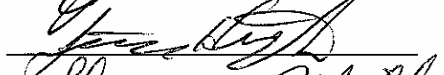
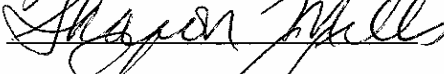
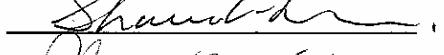
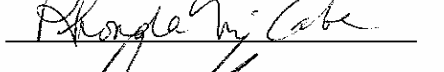

The Corporation agrees that should any changes be necessary to the Treatment Memorandum form last revised **December, 2004**, these changes will not be made without prior consultation and discussion with the Union.

Signed this 7TH day of FEBRUARY, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

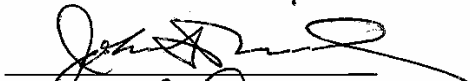
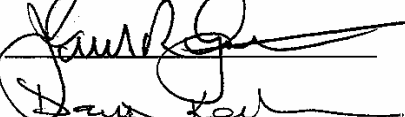
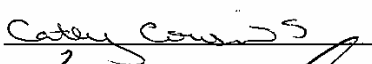
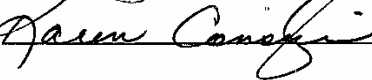
RE: Commitment to Provide Pay Averaging Arrangement for Transportation Services – Winter Operations Employees Working to 12 Hour Shifts

The Parties agree that as a condition of adopting a 12 hour shift schedule for those employees engaged in Winter Maintenance Operations in the Transportation Services Department, a pay averaging arrangement will be implemented for these employees.

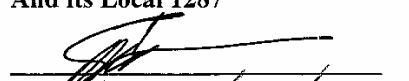
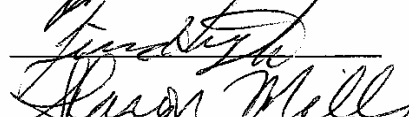
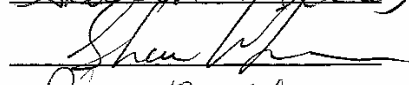
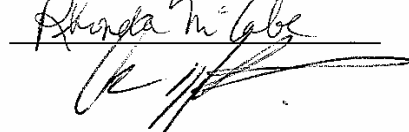
It is understood and agreed that those employees working under the twelve (12) hour shift schedule will be provided with a pay averaging arrangement that will result in the employee being paid forty (40) hours per week. The Parties recognize the twelve (12) hour shift schedules are composed of thirty-six (36) and forty-eight (48) hour work weeks averaging forty (40) hours per week over a six (6) week cycle. However, the engaged employees will be paid on the basis of the forty (40) hours base pay regardless of working a thirty-six (36) hour or forty-eight (48) hour work week. The Parties agree that hours worked in excess of forty (40) hours will be banked in lieu and credited as necessary to provide the pay averaging arrangement. This is understood to mean that if the employee works forty-eight (48) hours, forty (40) hours will be paid and eight (8) hours banked. Subsequently, in the week thirty-six (36) hours are worked, four (4) hours will be used from the lieu bank to provide the forty (40) hour pay. Overtime and other entitlements will be paid in accordance with Article 19 and Appendix "E" of the Collective Agreement.

Signed this 7TH day of FEBRUARY, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

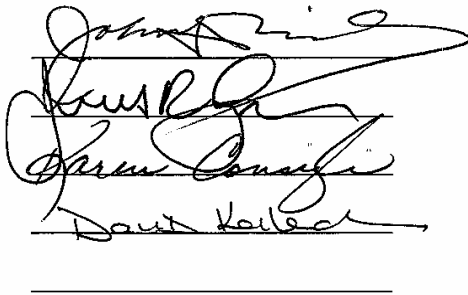
RE: Equivalent Educational Standing

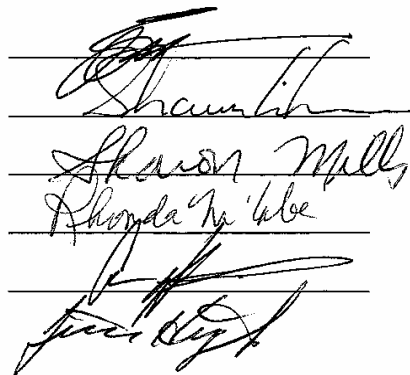
When assessing an applicant's suitability for posted vacancies in accordance with Article 16.05 of the Collective Agreement, the Corporation will consider the equivalent combination of education, training and experience for purposes of determining the applicant's overall qualifications.

Signed this 28TH day of FEBRUARY, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287





LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

Effective Date: January 2, 2006

RE: Waste Management Hours of Operations and Shift Schedule

Landfill Site Operations

Humberstone Landfill Site, Welland

At the Humberstone Site a Full-time employee's regular schedule of work will be four (4) ten (10) hour days for a total of forty (40) hours per week and a two week scheduling period requiring a Saturday shift every second week. The normal working hours will be Monday to Saturday 7:45 a.m. to 5:45 p.m. with paid lunch. The Full-time landfill attendant will deliver the bank deposit at the end of each day within the 10 hour shift.

Landfill Attendant Shift Schedule - Humberstone Landfill Site

Week 1	M	T	W	T	F	S	Paid Hours
Full Time	10	10	10	10			40
Part Time					10	9	19
Part Time	9	9	9				27
Part Time				9	9	8	26

Week 2	M	T	W	T	F	S	Paid Hours
Full Time			10	10	10	10	40
Part Time	10	10					20
Part Time				9	9	8	26
Part Time	9	9	9				27

.../2

The part-time employee's regular schedule of work will vary - 8 hours or 9 hours per day, with occasionally 10 hours per day, based on available hours of work. The normal working hours will be Monday to Friday 8:00 a.m. to 5:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. (Occasionally 7:45 am to 5:45 p.m.), with paid lunch. In the event of an unforeseen circumstance, part-time employees may be required to work shifts of less than 8 hours but with a minimum of a 4 hour shift per day. The part-time employee working occasionally the 10-hour shift or the 9-hour shift on Saturday will deliver the bank deposit.

The Region will endeavor to balance the annual regular hours of work for the part-time employees.

Niagara Road 12 Landfill Site

At the Niagara Road 12 Landfill Sites, including the HHW Depot, a Full-time employee's regular schedule of work will be four (4) ten (10) hour days for a total of forty (40) hours per week and a two week scheduling period requiring a Saturday shift every second week. The normal working hours will be Tuesday to Saturday 7:45 a.m. to 5:45 p.m. with paid lunch. The Full-time landfill attendant will deliver the bank deposit at the end of each day within the 10 hour shift.

Landfill Attendant Shift Schedule - Niagara Road 12 Landfill Site

Week 1	M	T	W	T	F	S	Paid Hours
Full Time	Closed	10	10	10	10		40
Part Time	Closed	9	9			9	27
Part Time	Closed			9	9	8	26

Week 2	M	T	W	T	F	S	Paid Hours
Full Time	Closed		10	10	10	10	40
Part Time	Closed	10			9	8	27
Part Time	Closed	9	9	9			27

HHW Depot

Week 1	M	T	W	T	F	S	Paid Hours
Full Time	Closed	10	10	10	10		40
Part Time						8	8

.../3

Week 2	M	T	W	T	F	S	Paid Hours
Full Time	Closed		10	10	10	10	40
Part Time	Closed	9					9

The part-time employee's regular schedule of work will vary - 8 hours or 9 hours per day, with occasionally 10 hours per day, based on available hours of work. The normal working hours will be Tuesday to Friday 8:00 a.m. to 5:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. (Occasionally 7:45 am to 5:45 p.m.), with paid lunch. In the event of an unforeseen circumstance, part-time employees may be required to work shifts of less than 8 hours but with a minimum of a 4 hour shift per day. The part-time employee working occasionally the 10-hour shift or the 9-hour shift on Saturday will deliver the bank deposit.

The Region will endeavor to balance the annual regular hours of work for the part-time employees.

Elm Street & Bridge Street Landfill Sites

At the Elm Street and Bridge Street Landfill Sites, a Full-time employee's regular schedule of work will be four (4) ten (10) hour days for a total of forty (40) hours per week and a two week scheduling period requiring a Saturday shift every second week. The normal working hours will be Monday to Saturday 7:45 a.m. to 5:45 p.m. with paid lunch. The landfill attendant will deliver the bank deposit at the end of each day within the 10 hour shift.

Landfill Attendant Shift Schedule - Elm Street & Bridge Street

Week 1	M	T	W	T	F	S	Paid Hours
Full Time	10	10	10	10			40
Part Time					10	9	19
Week 2							
Full Time			10	10	10	10	40
Part Time	10	10					20

.../4

The part-time employee's regular schedule of work will be 10 hours per day, with occasionally 9 hours per day, based on available hours of work. The normal working hours will be Monday to Friday 7:45 a.m. to 5:45 p.m. and Saturday 7:45 a.m. to 4:45 p.m., with paid lunch. The part-time landfill attendant will deliver the bank deposit at the end of each day within the 10 hour shift or the 9 hour shift. In the event of an unforeseen circumstance, part-time employees may be required to work shifts of less than 8 hours but with a minimum of a 4 hour shift per day. The part-time employee working occasionally the 10-hour shift or the 9-hour shift on Saturday will deliver the bank deposit.

The Region will endeavor to balance the annual regular hours of work for the part-time employees.

Geoware Clerks

For the Geoware Clerks, five (5) seven (7) hour days from Monday to Friday inclusive for a total of thirty-five (35) hours per week. A rotating schedule will be based on two (2) rotating shifts of 8:00 a.m. to 4:00 p.m. and 9:00 a.m. to 5:00 p.m., with a one (1) hour unpaid lunch.

Geoware Clerks – Shift Schedule

Two (2) rotating shifts, Monday through Friday

8:00 a.m. to 4:00 p.m.

9:00 a.m. to 5:00 p.m.


The Parties agree that all of the foregoing schedule(s) are to remain in keeping with the Employment Standards Act.


.../5


Signed this 17th day of MARCH, 2005

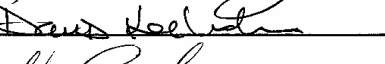
For Niagara Region


For the Canadian Union of Public
Employees and its Local 1287

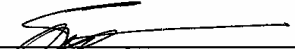


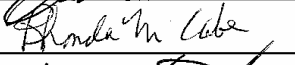


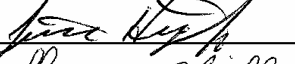


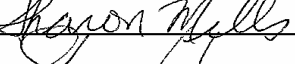


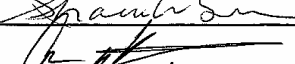















LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287


RE: Assigning Work to Supply Staff – CUPE Local 1287

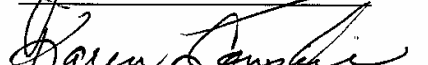
Expectations:


- Supply employees must be available to work at least 21 hours per week where such replacement opportunities were available,
- Supply employees are not permitted to decline 4 or more opportunities within any successive 13 week period
- First failure to meet the above will result in a written warning
- Second consecutive failure will result in termination.


Signed this 17th day of MARCH, 2005


For the Region of Niagara






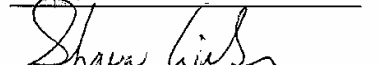


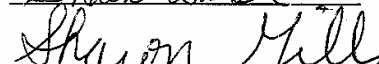


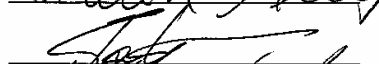


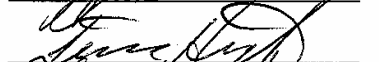
For the Canadian Union of Public Employees
And its Local 1287

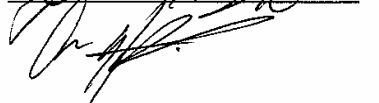












LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

RE: CONTINUATION OF EMPLOYEE BENEFITS DURING LAYOFF

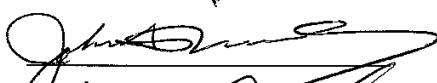

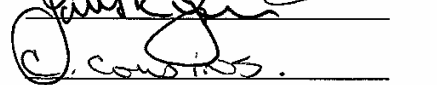
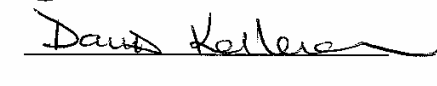

If an employee has received Notice of Layoff and has had an opportunity to exercise his seniority rights without successfully displacing a junior employee, said employee may be offered, at the discretion of the Corporation, suitable work for which the laid off employee is qualified. This does not constitute a recall or end the period of layoff.

In the event the employee has accepted an offer of suitable work while in layoff, and said work results in the laid off employee working the majority of the month, the Corporation will extend employee benefits coverage for an additional month before the provisions of Article 17.05 come into effect. This is understood to mean that the two (2) consecutive months of layoff will be deferred (not to exceed twenty-four (24) months) until such time as the employee does not work the majority of the month during the period of layoff or seniority ceases per Article 14 04(b).

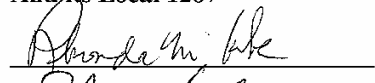
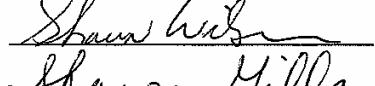
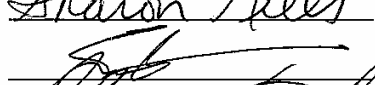


It is further understood that in the event the employee is not offered suitable available work for which he is qualified, or the laid off employee does not accept such offers of work for two (2) consecutive months, then employee benefits continuation will be the responsibility of the employee in accordance with Article 17.05.

Signed this 17TH day of MARCH, 2005

For the Region of Niagara

**For the Canadian Union of Public Employees
And its Local 1287**

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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


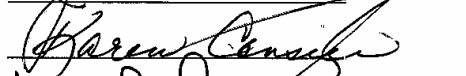
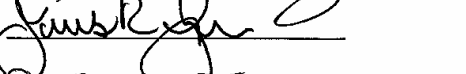
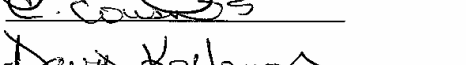
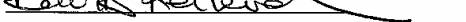
RE: CORPORATE EMPLOYEE BENEFITS STRATEGY COMMITTEE

Whereas the Parties agree that it may be mutually beneficial to discuss the harmonization of benefit plans within the Corporation the Parties agree as follows:

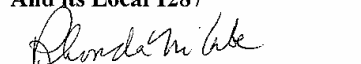
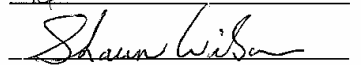
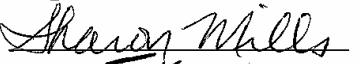



1. The Corporation and the Union agree to jointly participate in future discussions regarding the development and implementation of a Corporate Benefits Strategy.
2. It is understood by the Parties that these discussions may include any or all other bargaining groups within the Corporation.
3. The Corporation shall make arrangements during the life of the collective agreement to have benefit carrier presentations offered to the Union for information purposes.

Signed this 17TH day of MARCH, 2005

For the Region of Niagara

For the Canadian Union of Public Employees
And its Local 1287

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

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

RE: JOB SHARING ARRANGEMENTS

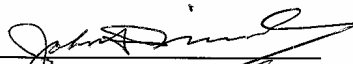
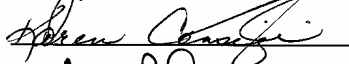

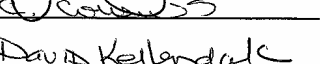
1. All positions in which there is a job sharing work arrangement will be confined to full-time positions. The employees who are job sharing in the full-time position will however be considered as filling one (1) full-time staff complement position for purposes of employment status during the duration of the approved job sharing arrangement.
2. Job sharing positions shall be considered when interest is expressed by employees. The approval of job sharing arrangements will be at the discretion of either of the parties to the Letter of Understanding, giving consideration to operational requirements and creating a positive work environment. A request initiated by employees shall identify those employees who will be paired to share the position. Any resulting vacancies created by a job sharing arrangement shall be posted in accordance with Article 16 of the Collective Agreement.
3. Schedules and time worked by each of the employees in a job sharing arrangement will be mutually agreed between the Supervisor and the job sharers based on staffing and operational needs.
4. If one of the job sharers gives formal notice to the Supervisor to terminate the job sharing arrangement, the remaining job sharer will be given the option of reverting to full-time work, or remaining as a job sharer and the resulting job sharing vacancy will be posted. If there is not a successful applicant to the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.
5. ***The job sharing partner who terminates the job sharing arrangement will be provided the opportunity to exercise seniority rights in accordance with Article 17 of the collective agreement.***

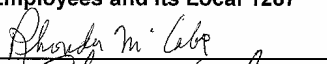
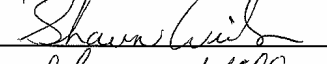
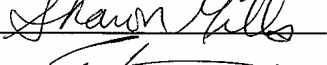

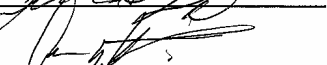

6. ***The job sharing partner who is unsuccessful in forming a new job sharing partnership arrangement, and who chooses not to accept the open half of the full-time position as noted in Clause 4, will be provided the opportunity to exercise seniority rights in accordance with Article 17 of the collective agreement.***
7. If the remaining employee still declines the opportunity, the position will be maintained as a full-time position with the balance of hours worked as a temporary measure. At the discretion of the Employer, and for reasons of meeting operational requirements, the Employer may post the position in accordance with Article 16 of the Collective Agreement as a re-integrated full-time position. In the event the position is to be re-integrated, notice of layoff will be issued to the remaining job sharing partner in accordance with Article 17 of the Collective Agreement.
8. Work scheduling for a position being job shared will provide an equivalent number to total hours worked as per a comparable full-time position. Therefore, the job sharers will ensure that there is coverage for all periods with the exception of normal vacation. If there are exceptional operational requirements, the job sharers and the Supervisor may mutually agree to additional coverage.
9. The Collective Agreement applies as written to the job sharers with the following exceptions:
 - ***Job sharers seniority will accrue on a prorated basis from their start date as a job sharer.***
 - The seniority accrued by job sharers will be maintained on the seniority lists.
 - Grievance procedure – grievances will be considered as individual grievances, unless the alleged incident applies uniformly to job sharers.
 - Insured benefits – job sharers will be considered part-time employees and as such, benefit coverage will be in accordance with Article 27.02 (7).
10. The job sharing agreement may be terminated by either the Employer or the Union on sixty (60) days written notice to the other Party. In that event, the employees involved revert back to their former permanent positions held prior to the job sharing arrangement. All other employees affected as the result of this change will also revert back to their former permanent positions. If their former permanent position no longer exists, the employee will be entitled to exercise their bumping rights under the Collective Agreement.
11. The Corporation undertakes to notify the Union in writing of all job sharing arrangements.

Signed this 17TH day of March, 2005

For the Region of Niagara
Public

For the Canadian Union of
Employees and its Local 1287





David Kellandak

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

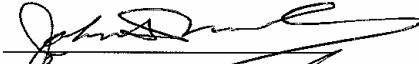


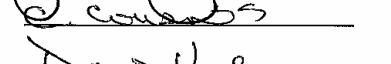
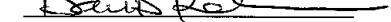
**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

RE: Quality of Work-life Committee

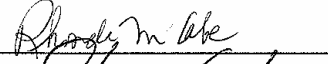
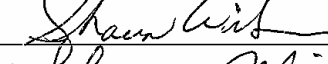
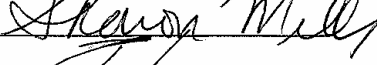



The Parties agree to establish a Quality of Work-life Committee (QWL) and will strive to engage equal representation of all bargaining units/employee groups and Management members across the Corporation. The Committee will recommend and facilitate development of approved QWL practices in the workplace. The Corporation shall provide the necessary resources to ensure the effectiveness of the Committee.

Signed this 17TH day of March, 2005

For the Region of Niagara

**For the Canadian Union of Public Employees
And its Local 1287**

Salary Structure Schedule "A" - January 1, 2005 to December 31, 2005

Band	Position Control	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
1	PWLA24	Labourer - Water	15.65	16.51			
2	CL99	General Clerk - Genenc	16.36	17.26			
	CSDR01	Courier	16.36	17.26			
	CSLA02	Security Guard	16.36	17.26			
	PWLA10	Officer Cleaner - Bldg Mtce	16.36	17.26			
	SSLA20	Building Maintenance	16.36	17.26			
3	PWLA07	Building Maintenance Person	17.05	18.00			
	PWLA14	Fleet Maintenance Person	17.05	18.00			
	SSCL35	Mail Clerk	17.05	18.00			
4	CSCL07	Clerk Steno II	17.76	18.77			
	CSCLO9	Records Clerk	17.76	18.77			
	PWAC04	Accounting Clerk I	17.76	18.77			
	PWCL29	Fleet Clerk	17.76	18.77			
	PWLA05	Building Maintenance Person	17.76	18.77			
	PWLA16	Area Storekeeper	17.76	18.77			
	PWLA18	Fleet Parts Person	17.76	18.77			
	PWLA22	Marking Driver I	17.76	18.77			
	PWLA32	Signals Installer I	17.76	18.77			
	SSCL02	Clerk-Typist II	17.76	18.77			
	SSCL13	Library General Clerk	17.76	18.77			
5	CSAC05	Accounting Clerk Reporting & Revenue	18.47	19.51			
	CSAN58	Computer Operator	18.47	19.51			
	CSCLO4	Clerk Steno II - Administration	18.47	19.51			
	CSCLO5	Clerk Steno II	18.47	19.51			
	CSCLO6	Clerk Steno II	18.47	19.51			
	CSCLO11	Records Clerk	18.47	19.51			
	CSCLO13	Customer Service Representative	18.47	19.51			
	PHCL27	Encoder II	18.47	19.51			
	PHCL50 - 59	Office Assistant - (Program)	18.47	19.51			
	PHCL60 - 69	Program Assistant - (Program)	18.47	19.51			

Salary Structure Schedule "A" - January 1, 2005 to December 31, 2005

Band	Position Control	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PHCL72	EMS Scheduler	18.47	19.51			
	PLCL04	Clerk Typist II - Current	18.47	19.51			
	PWAC03	Accounting Clerk II	18.47	19.51			
	PWCL08	Program Assistant	18.47	19.51			
	PWCL12	Clerk Steno II	18.47	19.51			
	PWCL17	Clerk Steno II	18.47	19.51			
	PWCL21	Clerk Typist II - Permit Clerk	18.47	19.51			
	PWCL28	Clerk Steno II	18.47	19.51			
	PWCL30	Clerk Steno II	18.47	19.51			
	PWCL33	Clerk/Receptionist	18.47	19.51			
	PWCL34	Clerk/Receptionist	18.47	19.51			
	PWLA26	Road Marker I	18.47	19.51			
	PWLA40	Labourer - Roads	18.47	19.51			
	PWLA43	Landfill Site Attendant	18.47	19.51			
	PWLA50	Skilled Labourer - Roads	18.47	19.51			
	PWOP10	Operator in Training	18.47	19.51			
	PWTE27	Traffic Investigator	18.47	19.51			
	SSCL15	Switchboard/Receptionist	18.47	19.51			
	SSCL20	Accounts Payable Clerk	18.47	19.51			
	SSCL34	Cashier/Receptionist	18.47	19.51			
	SSLA22	Cook - Children's Services	18.47	19.51			
6	CSAC01	Accounting Clerk II - Cash Receipts	19.18	20.26			
	CSCL12	Clerk Steno II - Clerk's	19.18	20.26			
	CSCL14	Program Assistant - Records Management	19.18	20.26			
	PHCL26	Customer Service Rep	19.18	20.26			
	PHCL73	EMS Quality Assurance Assistant	19.18	20.26			
	PHCL75	EMS Purchasing Assistant	19.18	20.26			
	PHCL76	Office Assistant NACS	19.18	20.26			
	PWAC02	Accounting Clerk II - PW	19.18	20.26			
	PWAC05	Accounting Clerk II - PW	19.18	20.26			
	PWCL07	Building Maintenance Clerk	19.18	20.26			
	PWCL11	Program Assistant	19.18	20.26			
	PWCL13	Clerk Typist II - PCP	19.18	20.26			

Salary Structure Schedule "A" - January 1, 2005 to December 31, 2005

Band	Position Control	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWCL14	Program Assistant	19.18	20.26			
	PWCL15	Program Assistant	19.18	20.26			
	PWCL16	Clerk, Typist II - Water	19.18	20.26			
	PWCL19	Encoder II	19.18	20.26			
	PWCL32	Clerk - Waste Management Services	19.18	20.26			
	PWDR03	Sign Installer	19.18	20.26			
	PWLA02	Dispatcher	19.18	20.26			
	PWLA03	Dispatcher/Radio/Misc/Switchboard	19.18	20.26			
	PWLA12	Skilled Labourer - Water	19.18	20.26			
	PWLA19	Fleet Stockkeeper	19.18	20.26			
	PWLA25	Mower Operator	19.18	20.26			
	PWLA36	Traffic Clerk	19.18	20.26			
	PWLA37	Stockkeeper - Traffic	19.18	20.26			
	PWLH10	Building Maintenance Lead Hand	19.18	20.26			
	SSAC06	Accounting Clerk II - Estate	19.18	20.26			
	SSAC07	Accounting Clerk II - Accounts Payable	19.18	20.26			
	SSAC10	Senior Accounts Clerk	19.18	20.26			
	SSAC11	Accounts Receivable Clerk	19.18	20.26			
	SSCL03	Records Accounting Clerk	19.18	20.26			
	SSCL27	Office Assistant	19.18	20.26			
7	CSAC02	Accounting Clerk II - Billings	19.88	21.00			
	CSAC07	Accounts Payable Clerk	19.88	21.00			
	CSAC15	Payroll Clerk	19.88	21.00			
	CSCL15	Corporate Records Clerk	19.88	21.00			
	CSLA01	Repro Mail Clerk II	19.88	21.00			
	CSPR01	Buyer II	19.88	21.00			
	CSPR01	Buyer II	19.88	22.95			
	CSPR04	General Revenue Accountant	19.88	21.00			
	CSPR04	General Revenue Accountant	19.88	22.95			
	PHCL74	EMS Supply Technician	19.88	21.00			
	PHTE02	GIS Technician	19.88	21.00			
	PWCL25	Operations Clerk	19.88	21.00			
	PWCL25	Operations Clerk	19.88	21.53			

Salary Structure Schedule "A" - January 1, 2005 to December 31, 2005

Band	Position Control	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWCL35	CMMS Clerk	19.88	21.00			
	PWDR43	Marking Driver II	19.88	21.00			
	PWLA13	Skilled Labourer - Waste Water	19.88	21.00			
	PWLA15	Locator - Traffic	19.88	21.00			
	PWLA20	Tree Worker I	19.88	21.00			
	PWLA30	Sign Maker I	19.88	21.00			
	PWLA35	INS Field Assistant	19.88	21.00			
	PWLA53	W&WW Central Stores Stockkeeper	19.88	21.00			
	PWMA14	System Maintenance Assistant I	19.88	21.00			
	PWST06	Welder/Repairperson	19.88	21.00			
	PWTE08	Field Technician - Surveys/Geomatics	19.88	21.00			
	PWTE41	Geomatics Technician	19.88	21.00			
	PWTE42	NWQPS GIS Technician	19.88	21.00			
	SSAC01	Accounting Payroll Clerk II	19.88	21.00			
	SSAC08	Property Management Clerk	19.88	21.00			
	SSAC09	Accounting/Systems Clerk	19.88	21.00			
	SSCL36	Building/Environmental Services Clerk	19.88	21.00			
8	CSAC04	Trust Accountant	20.58	21.74			
	CSAC13	Senior Payroll Clerk	20.58	21.74			
	CSAC14	Senior Accounts Payable Accountant	20.58	21.74			
	CSCL17	Court Administration Clerk	20.58	21.74			
	CSPR05	Senior Accountant	20.58	21.74			
	CSPR06	Senior Project Accountant	20.58	21.74			
	CSPR07	Banking Accountant	20.58	21.74			
	CSPR07	Banking Accountant	22.95	21.74			
	PHCL32	Graphic Artist	20.58	21.74			
	PHTE03	IRIS Administrator	20.58	21.74			
	PWAND2	Water Quality Strategy Assistant	20.58	21.74			
	PWCL31	Waste Management Clerk	20.58	21.74			
	PWDR01	Heavy Equipment Operator	20.58	21.74			
	PWLA34	Signal Installer III	20.58	21.74			
	PWLA38	Tree Worker II	20.58	21.74			
	PWLH05	Maintenance Person - LH - HQ	20.58	21.74			

Salary Structure Schedule "A" - January 1, 2005 to December 31, 2005

Band	Position Control	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWOP01	Operator - Waste Water	20.58	21.74			
	PWOP02	Senior Operator - Water Level 2 Plant	20.58	21.74			
	PWOP19	System Sampler/Operator 1	20.58	21.74			
	SSAN05	Program Contract Analyst	20.58	21.74			
	SSCL12	Intake Representative	20.58	21.74			
	SSCL26	Systems Clerk	20.58	21.74			
9	CSCL16	Court Monitor	21.27	21.88	22.50		
	CSCL18	POA Collections Clerk	21.27	21.88	22.50		
	CSPR09	POA Accountant	21.27	21.88	22.50		
	PLTE02	Planning Technician	21.27	21.88	22.50		
	PLTE02	Planning Technician			22.95		
	PWDR40	Truck Driver	21.27	21.88	22.50		
	PWLA39	Signal Materials Controller	21.27	21.88	22.50		
	PWHL11	Road Marker II Leadhand	21.27	21.88	22.50		
	PWMA04	Maintenance Person-Water	21.27	21.88	22.50		
	PWMA10	Area Maintenance - Water Level 2 Plant	21.27	21.88	22.50		
	PWMA12	Maintenance Operator	21.27	21.88	22.50		
	PWMA15	System Maintenance Assistant II	21.27	21.88	22.50		
	PWOP05	Senior Operator - Waste Water Level 2 Plant	21.27	21.88	22.50		
	PWOP11	System Operator I - Water	21.27	21.88	22.50		
	PWOP15	System Operator I - Wastewater	21.27	21.88	22.50		
	PWST02	Certified Cabinet Maker	21.27	21.88	22.50		
	PWTE04	Draftsperson - Legal	21.27	21.88	22.50		
	PWTE06	Graphics Designer	21.27	21.88	22.50		
	PWTE43	Information Assets Support Analyst	21.27	21.88	22.50		
	PWTE44	Preventive Maintenance Technician	21.27	21.88	22.50		
	PWTE47	Data Management Technician	21.27	21.88	22.50		
	PWTE48	CWMS Data Management Technician	21.27	21.88	22.50		
	SSAC13	Housing Program Accountant	21.27	21.88	22.50		
	SSAC16	Housing Operations Accountant	21.27	21.88	22.50		
	SSCL28	Community Services Worker	21.27	21.88	22.50		
	SSCL29	Community Services Worker - French	21.27	21.88	22.50		
	SSCL30	Community Services Worker - Spanish	21.27	21.88	22.50		

Salary Structure Schedule "A" - January 1, 2005 to December 31, 2005

Band	Position Control	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
		SSPR02	21.27	21.88	22.50		
		Subsidy Worker - Children's Services					
10		CSAN56	21.97	22.60	23.24		
		Network Account Administrator					
		CSLH03	21.97	22.60	23.24		
		Senior Payroll Accountant					
		CSPR02	21.97	22.60	23.24		
		Buyer III					
		CSPR03	21.97	22.60	23.24		
		Capital Accountant					
		PHTE01	21.97	22.60	23.24		
		Systems Support Technician					
		PWAN01	21.97	22.60	23.24		
		Programmer/Analyst I					
		PWLH02	21.97	22.60	23.24		
		Sign Maker II - Lead Hand					
		PWMA01	21.97	22.60	23.24		
		Area Maintenance - Waste Water					
		PWOP04	21.97	22.60	23.24		
		Senior Operator - Water - Level 4 Plant					
		PWST05	21.97	22.60	23.24		
		Auto Body Repair Person					
		PWTE01	21.97	22.60	23.24		
		Development Approvals Technician					
		PWTE05	21.97	22.60	23.24		
		Engineering Technician					
		PWTE05			23.79		
		Engineering Technician					
		PWTE19	21.97	22.60	23.24		
		Lab Technician					
		PWTE32	21.97	22.60	23.24		
		Environmental Sampling Technician					
		PWTE46	21.97	22.60	23.24		
		Infrastructure Locate Technician					
		SSPR03	21.97	22.60	23.24		
		Program Support Worker					
		SSTE01	21.97	22.60	23.24		
		Systems Support Technician					
11		CSAN53	22.68	23.10	23.55	24.00	
		Programmer/Analyst					
		CSAN55	22.68	23.10	23.55	24.00	
		Client Computing Analyst/Trainer					
		PWMA08	22.68	23.10	23.55	24.00	
		Area Maintenance - Water Level 4 Plant					
		PWMA09	22.68	23.10	23.55	24.00	
		Area Maintenance - Water Level 3 Plant					
		PWOP03	22.68	23.10	23.55	24.00	
		Senior Operator - Water Level 3 Plant					
		PWOP06	22.68	23.10	23.55	24.00	
		Senior Operator - Waste Water Level 3 Plant					
		PWOP12	22.68	23.10	23.55	24.00	
		System Operator II - Water					
		PWOP16	22.68	23.10	23.55	24.00	
		System Operator II - Wastewater					
		PWST10	22.68	23.10	23.55	24.00	
		Certified Signals Electrician					
		PWTE 11	22.68	23.10	23.55	24.00	
		Technical Assistant					
		PWTE15	22.68	23.10	23.55	24.00	
		Environmental Enforcement Technician					
		PWTE18	22.68	23.10	23.55	24.00	
		Lab Assistant					
		PWTE25	22.68	23.10	23.55	24.00	
		Signal Technician					

Salary Structure Schedule "A" - January 1, 2005 to December 31, 2005

Band	Position Control	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWTE31	Environmental Analysis Technician	22.68	23.10	23.55	24.00	
	SSPR07	Early Childhood Educator	22.68	23.10	23.55	24.00	
	SSPR22	Community Worker	22.68	23.10	23.55	24.00	
12	CSLH04	Print Shop/Mail Room Supervisor	23.38	23.82	24.28	24.74	
	PWCL36	CMMS System Administrator	23.38	23.82	24.28	24.74	
	PWMA06	Pump Station Mtce - Waste Water Level 3	23.38	23.82	24.28	24.74	
	PWMA07	Pump Station Mtce - Waste Water Level 2	23.38	23.82	24.28	24.74	
	PWMA11	Area Maintenance - Mechanical/Electrical	23.38	23.82	24.28	24.74	
	PWMA13	System Maintenance Person	23.38	23.82	24.28	24.74	
	PWOP07	Senior Operator - Waste Water Level 4 Plant	23.38	23.82	24.28	24.74	
	PWOP13	System Operator III - Water	23.38	23.82	24.28	24.74	
	PWOP17	System Operator III - Wastewater	23.38	23.82	24.28	24.74	
	PWST07	Motor Vehicle Mechanic	23.38	23.82	24.28	24.74	
	PWTE14	Environmental Enforcement Officer	23.38	23.82	24.28	24.74	
	PWTE28	Permits, Municipal Law Enforcement Officer	23.38	23.82	24.28	24.74	
	SSPR12	Resource Teacher	23.38	23.82	24.28	24.74	
13	PWLH01	Chief Mechanic	23.84	24.07	24.53	25.01	25.48
	PWLH04	Area Maintenance - Mechanical/Electrical Lead Hand	23.84	24.07	24.53	25.01	25.48
	PWMA03	Maintenance Person - Waste Water	23.84	24.07	24.53	25.01	25.48
	PWMA05	Pump Station Mtce - Waste Water Level 4	23.84	24.07	24.53	25.01	25.48
	PWOP14	System Operator IV - Water	23.84	24.07	24.53	25.01	25.48
	PWOP18	System Operator IV - Wastewater	23.84	24.07	24.53	25.01	25.48
	PWST04	Area Maintenance Person Certified Water	23.84	24.07	24.53	25.01	25.48
	PWST08	Signal Electrician - LH	23.84	24.07	24.53	25.01	25.48
	PWTE13	Environmental Monitoring Technician	23.84	24.07	24.53	25.01	25.48
	SSLH05	Early Childhood Supervisor	23.84	24.07	24.53	25.01	25.48
(See	SSLH20	Co-ordinator Alzheimer/Respite Program	23.84	24.07	24.53	25.01	25.48
	SSPR01	OW Casemanager	23.84	24.07	24.53	25.01	25.48
	SSPR23	Social Worker - Senior Citizens	23.84	24.07	24.53	25.01	25.48
	SSPR24	Family Support Worker	23.84	24.07	24.53	25.01	25.48
	SSPR30	Ontario Works Job Developer	23.84	24.07	24.53	25.01	25.48
	SSPR35	OW Casemanager - French	23.84	24.07	24.53	25.01	25.48

Salary Structure Schedule "A" - January 1, 2005 to December 31, 2005

Band	Position Control	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	SSPR36	OW Casemanager - Spanish	23.84	24.07	24.53	25.01	25.48
14	PWLH09	Infrastructure Information Analyst	25.26	25.49	25.98	26.47	26.98
	PWST03	System Maintenance Person	25.26	25.49	25.98	26.47	26.98
	PWST15	System Maintenance Person-WWW Mechanical Certified	25.26	25.49	25.98	26.47	26.98
	PWTE02	Construction Inspector	25.26	25.49	25.98	26.47	26.98
	PWTE20	Certified Lab Technician	25.26	25.49	25.98	26.47	26.98
	PWTE40	Scada Technician	25.26	25.49	25.98	26.47	26.98
Students		Students	13.91				
NOTE:							
		1) <i>Bold Italics</i> - Denotes red circled positions					
		2) Movement from the start rates to the three month rate will be based on 450 hours worked.					

Salary Structure Schedule "A" - January 1, 2006 to December 31, 2006

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
1	PWLA24	I1C	Labourer - Water	16.12	17.01			
2	CL99	I2E	General Clerk - Generic	16.85	17.78			
	CSDR01	I1E	Counter	16.85	17.78			
	CSLA02	I2F	Security Guard	16.85	17.78			
	PWLA10	I2A	Officer Cleaner - Bldg Mtce	16.85	17.78			
	SSLA20	I2C	Building Maintenance	16.85	17.78			
3	PWLA07	I3B	Building Maintenance Person	17.56	18.54			
	PWLA14	I3C	Fleet Maintenance Person	17.56	18.54			
	SSCL35	3	Mail Clerk	17.56	18.54			
4	CSCL07	I4D	Clerk Steno II	18.29	19.33			
	CSCL09	I4X	Records Clerk	18.29	19.33			
	PWAC04	I4E	Accounting Clerk I	18.29	19.33			
	PWCL29	I4FF	Fleet Clerk	18.29	19.33			
	PWLA05	I2B	Building Maintenance Person	18.29	19.33			
	PWLA16	I4H	Area Storekeeper	18.29	19.33			
	PWLA18	I4M	Fleet Parts Person	18.29	19.33			
	PWLA22	I4Z	Marking Driver I	18.29	19.33			
	PWLA32	I4I	Signals Installer I	18.29	19.33			
	SSCL02	I4V	Clerk-Typist II	18.29	19.33			
	SSCL13	I4G	Library General Clerk	18.29	19.33			
5	CSAC05	I5J	Accounting Clerk Reporting & Revenue	19.02	20.10			
	CSAN68	I5V	Computer Operator	19.02	20.10			
	CSCL04	I5BZ	Clerk Steno II - Administration	19.02	20.10			
	CSCL05	I5C	Clerk Steno II	19.02	20.10			
	CSCL06	I5D	Clerk Steno II	19.02	20.10			
	CSCL11	I5X	Records Clerk	19.02	20.10			
	CSCL13	I5CZ	Customer Service Representative	19.02	20.10			
	PHCL27	I5I	Encoder II	19.02	20.10			
	PHCL50 - 59	I5GZ	Office Assistant - (Program)	19.02	20.10			
	PHCL60 - 69	I5HZ	Program Assistant - (Program)	19.02	20.10			

Salary Structure Schedule "A" - January 1, 2006 to December 31, 2006

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PHCL72	5	EMS Scheduler	19.02	20.10			
	PLCL04	I5E	Clerk Typist II - Current	19.02	20.10			
	PWAC03	I5JJ	Accounting Clerk II	19.02	20.10			
	PWCL08	I5F	Program Assistant	19.02	20.10			
	PWCL12	I5K	Clerk Steno II	19.02	20.10			
	PWCL17	I5XX	Clerk Steno II	19.02	20.10			
	PWCL21	I5A	Clerk Typist II - Permit Clerk	19.02	20.10			
	PWCL28	5	Clerk Steno II	19.02	20.10			
	PWCL30	I5DZ	Clerk Steno II	19.02	20.10			
	PWCL33	5	Clerk/Receptionist	19.02	20.10			
	PWCL34	5	Clerk/Receptionist	19.02	20.10			
	PWLA26	I5FF	Road Marker I	19.02	20.10			
	PWLA40	I5GG	Labourer - Roads	19.02	20.10			
	PWLA43	I5EZ	Landfill Site Attendant	19.02	20.10			
	PWLA50	I5HH	Skilled Labourer - Roads	19.02	20.10			
	PWOP10	I5LZ	Operator in Training	19.02	20.10			
	PWTE27	I5NN	Traffic Investigator	19.02	20.10			
	SSCL15	I5N	Switchboard/Receptionist	19.02	20.10			
	SSCL20	I5PP	Accounts Payable Clerk	19.02	20.10			
	SSCL34	I5KZ	Cashier/Receptionist	19.02	20.10			
	SSLA22	I5WW	Cook - Children's Services	19.02	20.10			
6	CSAC01	I6M	Accounting Clerk II - Cash Receipts	19.76	20.87			
	CSCL12	I6M	Clerk Steno II - Clerk's	19.76	20.87			
	CSCL14	5	Program Assistant - Records Management	19.76	20.87			
	PHCL26	I6JJ	Customer Service Rep	19.76	20.87			
	PHCL73	6	EMS Quality Assurance Assistant	19.76	20.87			
	PHCL75	6	EMS Purchasing Assistant	19.76	20.87			
	PHCL76	6	Office Assistant NACS	19.76	20.87			
	PWAC02	I6E	Accounting Clerk II - PW	19.76	20.87			
	PWAC05	I6X	Accounting Clerk II - PW	19.76	20.87			
	PWCL07	I6D	Building Maintenance Clerk	19.76	20.87			
	PWCL11	I6FF	Program Assistant	19.76	20.87			
	PWCL13	I6U	Clerk Typist II - PCP	19.76	20.87			

Salary Structure Schedule "A" - January 1, 2006 to December 31, 2006

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWCL14	I6EE	Program Assistant	19.76	20.87			
	PWCL15	I6C	Program Assistant	19.76	20.87			
	PWCL16	I6H	Clerk Typist II - Water	19.76	20.87			
	PWCL19	I6I	Encoder II	19.76	20.87			
	PWCL32	6	Clerk - Waste Management Services	19.76	20.87			
	PWDR03	I6R	Sign Installer	19.76	20.87			
	PWLA02	I6V	Dispatcher	19.76	20.87			
	PWLA03	I6W	Dispatcher/Radio/Mtce/Switchboard	19.76	20.87			
	PWLA12	I6O	Skilled Labourer - Water	19.76	20.87			
	PWLA19	I6F	Fleet Stockkeeper	19.76	20.87			
	PWLA25	I6A	Mower Operator	19.76	20.87			
	PWLA36	I6P	Traffic Clerk	19.76	20.87			
	PWLA37	I6KK	Stockkeeper - Traffic	19.76	20.87			
	PWLH10	I6CC	Building Maintenance Lead Hand	19.76	20.87			
	SSAC06	I6Q	Accounting Clerk II - Estate	19.76	20.87			
	SSAC07	I6T	Accounting Clerk - Accounts Payable	19.76	20.87			
	SSAC10	I6GG	Senior Accounts Clerk	19.76	20.87			
	SSAC11	I6HH	Accounts Receivable Clerk	19.76	20.87			
	SSCL03	6	Records Accounting Clerk	19.76	20.87			
	SSCL27	I6II	Office Assistant	19.76	20.87			
7	CSAC02	I7M	Accounting Clerk II - Billings	20.48	21.63			
	CSAC07	I7L	Accounts Payable Clerk	20.48	21.63			
	CSAC15	I7BB	Payroll Clerk	20.48	21.63			
	CSLA01	I7J	Corporate Records Clerk	20.48	21.63			
	CSLA01	I7J	Repro Mail Clerk II	20.48	21.63			
	CSPR01	I7N	Buyer II	20.48	21.63			
	CSPR01	S08	Buyer II		23.64			
	CSPR04	I7H	General Revenue Accountant	20.48	21.63			
	CSPR04	S08	General Revenue Accountant		23.64			
	PHCL74	7	EMS Supply Technician	20.48	21.63			
	PHTE02	7	GIS Technician	20.48	21.63			
	PWCL25	I7D	Operations Clerk	20.48	21.63			
	PWCL25	S07	Operations Clerk		22.18			

Salary Structure Schedule "A" - January 1, 2006 to December 31, 2006

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWCL35	7	CMMS Clerk	20.48	21.63			
	PWDR43	I7FF	Marking Driver II	20.48	21.63			
	PWLA13	I7G	Skilled Labourer - Waste Water	20.48	21.63			
	PWLA15	7	Locator - Traffic	20.48	21.63			
	PWLA20	I7I	Tree Worker I	20.48	21.63			
	PWLA30	I7T	Sign Maker I	20.48	21.63			
	PWLA35	I7A	INS Field Assistant	20.48	21.63			
	PWLA53	7	W&WW Central Stores Stockkeeper	20.48	21.63			
	PWMA14	7	System Maintenance Assistant I	20.48	21.63			
	PWST06	I7P	Welder/Repairperson	20.48	21.63			
	PWTE08	I7K	Field Technician - Surveys/Geomatics	20.48	21.63			
	PWTE41	I7Y	Geomatics Technician	20.48	21.63			
	PWTE42	I7CC	NWQPS GIS Technician	20.48	21.63			
	SSAC01	I7C	Accounting Payroll Clerk II	20.48	21.63			
	SSAC08	I7AA	Property Management Clerk	20.48	21.63			
	SSAC09	I7Z	Accounting/Systems Clerk	20.48	21.63			
	SSCL36	7	Building/Environmental Services Clerk	20.48	21.63			
8	CSAC04	I8Y	Trust Accountant	21.20	22.39			
	CSAC13	I8D	Senior Payroll Clerk	21.20	22.39			
	CSAC14	I8AA	Senior Accounts Payable Accountant	21.20	22.39			
	CSCL17	I8BB	Court Administration Clerk	21.20	22.39			
	CSPR05	I8M	Senior Accountant	21.20	22.39			
	CSPR06	I8N	Senior Project Accountant	21.20	22.39			
	CSPR07	I8E	Banking Accountant	21.20	22.39			
	CSPR07	S08	Banking Accountant	21.20	22.39			
	PHCL32	I7O	Graphic Artist	21.20	22.39			
	PHTE03	I7O	IRIS Administrator	21.20	22.39			
	PWAN02	I7DD	Water Quality Strategy Assistant	21.20	22.39			
	PWCL31	I8Z	Waste Management Clerk	21.20	22.39			
	PWDR01	I8B	Heavy Equipment Operator	21.20	22.39			
	PWLA34	I8V	Signal Installer III	21.20	22.39			
	PWLA38	I8J	Tree Worker II	21.20	22.39			
	PWLH05	I8O	Maintenance Person - LH - HQ	21.20	22.39			

Salary Structure Schedule "A" - January 1, 2006 to December 31, 2006

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWOP01	I8F	Operator - Waste Water	21.20	22.39			
	PWOP02	I8C	Senior Operator - Water Level 2 Plant	21.20	22.39			
	PWOP19	8	System Sampler/Operator 1	21.20	22.39			
	SSAN05	I8CC	Program Contract Analyst	21.20	22.39			
	SSCL12	I8I	Intake Representative	21.20	22.39			
	SSCL26	I8S	Systems Clerk	21.20	22.39			
9	CSSL16	I9V	Court Monitor	21.91	22.54	23.18		
	CSSL18	I9AA	POA Collections Clerk	21.91	22.54	23.18		
	CSPR09	9	POA Accountant	21.91	22.54	23.18		
	PLTE02	I9C	Planning Technician	21.91	22.54	23.18		
	PLTE02	S08	Planning Technician	21.91	22.54	23.18		
	PWDR40	I7F	Truck Driver	21.91	22.54	23.18		
	PWLA39	I7F	Signal Materials Controller	21.91	22.54	23.18		
	PWLH11	I7F	Road Marker II Leadhand	21.91	22.54	23.18		
	PWMA04	I9P	Maintenance Person-Water	21.91	22.54	23.18		
	PWMA10	I9O	Area Maintenance - Water Level 2 Plant	21.91	22.54	23.18		
	PWMA12	I9Y	Maintenance Operator	21.91	22.54	23.18		
	PWMA15	9	System Maintenance Assistant II	21.91	22.54	23.18		
	PWOP05	I9N	Senior Operator - Waste Water Level 2 Plant	21.91	22.54	23.18		
	PWOP11	9	System Operator I - Water	21.91	22.54	23.18		
	PWOP15	9	System Operator I - Wastewater	21.91	22.54	23.18		
	PWST02	I9H	Certified Cabinet Maker	21.91	22.54	23.18		
	PWTE04	I9J	Draftsperson - Legal	21.91	22.54	23.18		
	PWTE06	I9J	Graphics Designer	21.91	22.54	23.18		
	PWTE43	I9BB	Information Assets Support Analyst	21.91	22.54	23.18		
	PWTE44	9	Preventive Maintenance Technician	21.91	22.54	23.18		
	PWTE47	9	Data Management Technician	21.91	22.54	23.18		
	PWTE48	9	CWMS Data Management Technician	21.91	22.54	23.18		
	SSAC13	I9CC	Housing Program Accountant	21.91	22.54	23.18		
	SSAC16	I9CC	Housing Operations Accountant	21.91	22.54	23.18		
	SSCL28	I9Z	Community Services Worker	21.91	22.54	23.18		
	SSCL29	I9Z	Community Services Worker - French	21.91	22.54	23.18		
	SSCL30	I9Z	Community Services Worker - Spanish	21.91	22.54	23.18		

Salary Structure Schedule "A" - January 1, 2006 to December 31, 2006

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	
	SSPR02	I9F	Subsidy Worker - Children's Services	21.91	22.54	23.18			
10	CSAN56	10	Network Account Administrator	22.63	23.28	23.94			
	CSLH03	I10E	Senior Payroll Accountant	22.63	23.28	23.94			
	CSPR02	I10B	Buyer III	22.63	23.28	23.94			
	CSPR03	10	Capital Accountant	22.63	23.28	23.94			
	PHTE01	10	Systems Support Technician	22.63	23.28	23.94			
	PWAN01	I10R	Programmer/Analyst I	22.63	23.28	23.94			
	PWLH02	I10M	Sign Maker II - Lead Hand	22.63	23.28	23.94			
	PWMA01	I10O	Area Maintenance - Waste Water	22.63	23.28	23.94			
	PWOP04	I10Q	Senior Operator - Water - Level 4 Plant	22.63	23.28	23.94			
	PWST05	I10A	Auto Body Repair Person	22.63	23.28	23.94			
	PWTE01	I10W	Development Approvals Technician	22.63	23.28	23.94			
	PWTE05	I10V	Engineering Technician	22.63	23.28	23.94			
	PWTE05	S09	Engineering Technician	22.63	23.28	24.50			
	PWTE19	I10P	Lab Technician	22.63	23.28	23.94			
	PWTE32	I10U	Environmental Sampling Technician	22.63	23.28	23.94			
	PWTE46	10	Infrastructure Locate Technician	22.63	23.28	23.94			
	SSPR03	I10C	Program Support Worker	22.63	23.28	23.94			
	SSTE01	I10T	Systems Support Technician	22.63	23.28	23.94			
	11	CSAN53	11	Programmer/Analyst	23.36	23.79	24.26	24.72	
		CSAN55	11	Client Computing Analyst/Trainer	23.36	23.79	24.26	24.72	
PWMA08		I11F	Area Maintenance - Water Level 4 Plant	23.36	23.79	24.26	24.72		
PWMA09		I11A	Area Maintenance - Water Level 3 Plant	23.36	23.79	24.26	24.72		
PWOP03		I11K	Senior Operator - Water Level 3 Plant	23.36	23.79	24.26	24.72		
PWOP06		I11E	Senior Operator - Waste Water Level 3 Plant	23.36	23.79	24.26	24.72		
PWOP12		11	System Operator II - Water	23.36	23.79	24.26	24.72		
PWOP16		11	System Operator II - Wastewater	23.36	23.79	24.26	24.72		
PWST10		I11J	Certified Signals Electrician	23.36	23.79	24.26	24.72		
PWTE 11		I11I	Technical Assistant	23.36	23.79	24.26	24.72		
PWTE15		I11B	Environmental Enforcement Technician	23.36	23.79	24.26	24.72		
PWTE18		I11M	Lab Assistant	23.36	23.79	24.26	24.72		
PWTE25		I11G	Signal Technician	23.36	23.79	24.26	24.72		

Salary Structure Schedule "A" - January 1, 2006 to December 31, 2006

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWTE31	I10G	Environmental Analysis Technician	23.36	23.79	24.26	24.72	
	SSPR07	I11C	Early Childhood Educator	23.36	23.79	24.26	24.72	
	SSPR22	I11D	Community Worker	23.36	23.79	24.26	24.72	
12	CSLH04	I12B	Print Shop/Mail Room Supervisor	24.08	24.53	25.01	25.48	
	PWCL36	12	CMMS System Administrator	24.08	24.53	25.01	25.48	
	PWMA06	I12H	Pump Station Mfct - Waste Water Level 3	24.08	24.53	25.01	25.48	
	PWMA07	I12C	Pump Station Mfct - Waste Water Level 2	24.08	24.53	25.01	25.48	
	PWMA11	12	Area Maintenance - Mechanical/Electrical	24.08	24.53	25.01	25.48	
	PWMA13	12	System Maintenance Person	24.08	24.53	25.01	25.48	
	PWOP07	I12F	Senior Operator - Waste Water Level 4 Plant	24.08	24.53	25.01	25.48	
	PWOP13	12	System Operator III - Water	24.08	24.53	25.01	25.48	
	PWOP17	12	System Operator III - Wastewater	24.08	24.53	25.01	25.48	
	PWST07	I12A	Motor Vehicle Mechanic	24.08	24.53	25.01	25.48	
	PWTE14	I12J	Environmental Enforcement Officer	24.08	24.53	25.01	25.48	
	PWTE28	12	Permits, Municipal Law Enforcement Officer	24.08	24.53	25.01	25.48	
	SSPR12	I12G	Resource Teacher	24.08	24.53	25.01	25.48	
13	PWLH01	I13C	Chief Mechanic	24.56	24.79	25.27	25.76	26.24
	PWLH04	13	Area Maintenance - Mechanical/Electrical Lead Hand	24.56	24.79	25.27	25.76	26.24
	PWMA03	I13A	Maintenance Person - Waste Water	24.56	24.79	25.27	25.76	26.24
	PWMA05	I13H	Pump Station Mfct - Waste Water Level 4	24.56	24.79	25.27	25.76	26.24
	PWOP14	13	System Operator IV - Water	24.56	24.79	25.27	25.76	26.24
	PWOP18	13	System Operator IV - Wastewater	24.56	24.79	25.27	25.76	26.24
	PWST04	I13F	Area Maintenance Person Certified Water	24.56	24.79	25.27	25.76	26.24
	PWST08	I13D	Signal Electrician - LH	24.56	24.79	25.27	25.76	26.24
	PWTE13	I13B	Environmental Monitoring Technician	24.56	24.79	25.27	25.76	26.24
	SSLH05	I13I	Early Childhood Supervisor	24.56	24.79	25.27	25.76	26.24
	SSLH20	I13J	Co-ordinator Alzheimer/Respite Program	24.56	24.79	25.27	25.76	26.24
	SSPR01	I13G	OW Casemanager	24.56	24.79	25.27	25.76	26.24
	SSPR23	I13K	Social Worker - Senior Citizens	24.56	24.79	25.27	25.76	26.24
	SSPR24	I13L	Family Support Worker	24.56	24.79	25.27	25.76	26.24
	SSPR30	I13M	Ontario Works Job Developer	24.56	24.79	25.27	25.76	26.24
	SSPR35	I13G	OW Casemanager - French	24.56	24.79	25.27	25.76	26.24

Salary Structure Schedule "A" - January 1, 2006 to December 31, 2006

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	SSPR36	I13G	OW Casemanager - Spanish	24.56	24.79	25.27	25.76	26.24
14	PWLH09	I14B	Infrastructure Information Analyst	26.02	26.25	26.76	27.26	27.79
	PWST03	I14E	System Maintenance Person	26.02	26.25	26.76	27.26	27.79
	PWST15	I14D	System Maintenance Person-WW Mechanical Certified	26.02	26.25	26.76	27.26	27.79
	PWTE02	I14A	Construction Inspector	26.02	26.25	26.76	27.26	27.79
	PWTE20	I14F	Certified Lab Technician	26.02	26.25	26.76	27.26	27.79
	PWTE40	I14C	Scada Technician	26.02	26.25	26.76	27.26	27.79
Students		Z1	Students	14.33				
NOTE:								
1) <i>Bold Italics</i> - Denotes red circled positions								
2) Movement from the start rates to the three month rate will be based on 450 hours worked.								

Salary Structure Schedule "A" - January 1, 2007 to December 31, 2007

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
1	PWLA24	I1C	Labourer - Water	16.56	17.48			
2	CL99	I2E	General Clerk - Generic	17.31	18.27			
	CSDR01	I1E	Courier	17.31	18.27			
	CSLA02	I2F	Security Guard	17.31	18.27			
	PWLA10	I2A	Officer Cleaner - Bldg Mtce	17.31	18.27			
	SSLA20	I2C	Building Maintenance	17.31	18.27			
3	PWLA07	I3B	Building Maintenance Person	18.04	19.05			
	PWLA14	I3C	Fleet Maintenance Person	18.04	19.05			
	SSCL35	3	Mail Clerk	18.04	19.05			
4	CSCL07	I4D	Clerk Steno II	18.79	19.86			
	CSCL09	I4X	Records Clerk	18.79	19.86			
	PWAC04	I4E	Accounting Clerk I	18.79	19.86			
	PWCL29	I4FF	Fleet Clerk	18.79	19.86			
	PWLA05	I2B	Building Maintenance Person	18.79	19.86			
	PWLA16	I4H	Area Storekeeper	18.79	19.86			
	PWLA18	I4M	Fleet Parts Person	18.79	19.86			
	PWLA22	I4Z	Marking Driver I	18.79	19.86			
	PWLA32	I4I	Signals Installer I	18.79	19.86			
	SSCL02	I4V	Clerk-Typist II	18.79	19.86			
	SSCL13	I4G	Library General Clerk	18.79	19.86			
5	CSAC05	I5J	Accounting Clerk Reporting & Revenue	19.54	20.65			
	GSAN58	I5V	Computer Operator	19.54	20.65			
	CSCL04	I5BZ	Clerk Steno II - Administration	19.54	20.65			
	CSCL05	I5C	Clerk Steno II	19.54	20.65			
	CSCL06	I5D	Clerk Steno II	19.54	20.65			
	CSCL11	I5X	Records Clerk	19.54	20.65			
	CSCL13	I5CZ	Customer Service Representative	19.54	20.65			
	PHCL27	I5I	Encoder II	19.54	20.65			
	PHCL50 - 59	I5GZ	Office Assistant - (Program)	19.54	20.65			
	PHCL60 - 69	I5HZ	Program Assistant - (Program)	19.54	20.65			

Salary Structure Schedule "A" - January 1, 2007 to December 31, 2007

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PHCL72	5	EMS Scheduler	19.54	20.65			
	PLCL04	I5E	Clerk Typist II - Current	19.54	20.65			
	PWAC03	I5JJ	Accounting Clerk II	19.54	20.65			
	PWCL08	I5F	Program Assistant	19.54	20.65			
	PWCL12	I5K	Clerk Steno II	19.54	20.65			
	PWCL17	I5XX	Clerk Steno II	19.54	20.65			
	PWCL21	I5A	Clerk Typist II - Permit Clerk	19.54	20.65			
	PWCL28	5	Clerk Steno II	19.54	20.65			
	PWCL30	I5DZ	Clerk Steno II	19.54	20.65			
	PWCL33	5	Clerk/Receptionist	19.54	20.65			
	PWCL34	5	Clerk/Receptionist	19.54	20.65			
	PWLA26	I5FF	Road Marker I	19.54	20.65			
	PWLA40	I5GG	Labourer - Roads	19.54	20.65			
	PWLA43	I5EZ	Landfill Site Attendant	19.54	20.65			
	PWLA50	I5HH	Skilled Labourer - Roads	19.54	20.65			
	PWOP10	I5LZ	Operator in Training	19.54	20.65			
	PWTE27	I5NN	Traffic Investigator	19.54	20.65			
	SSCL15	I5N	Switchboard/Receptionist	19.54	20.65			
	SSCL20	I5PP	Accountis Payable Clerk	19.54	20.65			
	SSCL34	I5KZ	Cashier/Receptionist	19.54	20.65			
	SSLA22	I5WW	Cook - Children's Services	19.54	20.65			
6	CSAC01	I6M	Accounting Clerk II - Cash Receipts	20.30	21.44			
	CSCL12	I6M	Clerk Steno II - Clerk's	20.30	21.44			
	CSCL14	5	Program Assistant - Records Management	20.30	21.44			
	PHCL26	I6JJ	Customer Service Rep	20.30	21.44			
	PHCL73	6	EMS Quality Assurance Assistant	20.30	21.44			
	PHCL75	6	EMS Purchasing Assistant	20.30	21.44			
	PHCL76	6	Office Assistant NACS	20.30	21.44			
	PWAC02	I6E	Accounting Clerk II - PW	20.30	21.44			
	PWAC05	I6X	Accounting Clerk II - PW	20.30	21.44			
	PWCL07	I6D	Building Maintenance Clerk	20.30	21.44			
	PWCL11	I6FF	Program Assistant	20.30	21.44			
	PWCL13	I6U	Clerk Typist II - PCP	20.30	21.44			

Salary Structure Schedule "A" - January 1, 2007 to December 31, 2007

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWCL14	I6EE	Program Assistant	20.30	21.44			
	PWCL15	I6C	Program Assistant	20.30	21.44			
	PWCL16	I6H	Clerk Typist II - Water	20.30	21.44			
	PWCL19	I6I	Encoder II	20.30	21.44			
	PWCL32	6	Clerk - Waste Management Services	20.30	21.44			
	PWDR03	I6R	Sign Installer	20.30	21.44			
	PWLA02	I6V	Dispatcher	20.30	21.44			
	PWLA03	I6W	Dispatcher/Radio/Mice/Switchboard	20.30	21.44			
	PWLA12	I6O	Skilled Labourer - Water	20.30	21.44			
	PWLA19	I6F	Fleet Stockkeeper	20.30	21.44			
	PWLA25	I6A	Mower Operator	20.30	21.44			
	PWLA36	I6P	Traffic Clerk	20.30	21.44			
	PWLA37	I6KK	Stockkeeper - Traffic	20.30	21.44			
	PWLH10	I6CC	Building Maintenance Lead Hand	20.30	21.44			
	SSAC06	I6Q	Accounting Clerk II - Estate	20.30	21.44			
	SSAC07	I6T	Accounting Clerk - Accounts Payable	20.30	21.44			
	SSAC10	I6GG	Senior Accounts Clerk	20.30	21.44			
	SSAC11	I6HH	Accounts Receivable Clerk	20.30	21.44			
	SSCL03	6	Records Accounting Clerk	20.30	21.44			
	SSCL27	I6II	Office Assistant	20.30	21.44			
7	CSAC02	I7M	Accounting Clerk II - Billings	21.04	22.22			
	CSAC07	I7L	Accounts Payable Clerk	21.04	22.22			
	CSAC15	I7BB	Payroll Clerk	21.04	22.22			
	CSCL15	I6Y	Corporate Records Clerk	21.04	22.22			
	GSLA01	I7J	Repro Mail Clerk II	21.04	22.22			
	CSPR01	I7N	Buyer II	21.04	22.22			
	CSPR01	S08	Buyer II	21.04	22.22			
	CSPR04	I7H	General Revenue Accountant	21.04	22.22			
	CSPR04	S08	General Revenue Accountant	21.04	22.22			
	PHCL74	7	EMS Supply Technician	21.04	22.22			
	PHTE02	7	GIS Technician	21.04	22.22			
	PWCL25	I7D	Operations Clerk	21.04	22.22			
	PWCL25	S07	Operations Clerk	21.04	22.22			

Salary Structure Schedule "A" - January 1, 2007 to December 31, 2007

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWCL35	7	CMMS Clerk	21.04	22.22			
	PWDR43	I7FF	Marking Driver II	21.04	22.22			
	PWLA13	I7G	Skilled Labourer - Waste Water	21.04	22.22			
	PWLA15	7	Locator - Traffic	21.04	22.22			
	PWLA20	I7I	Tree Worker I	21.04	22.22			
	PWLA30	I7T	Sign Maker I	21.04	22.22			
	PWLA35	I7A	INS Field Assistant	21.04	22.22			
	PWLA53	7	W&WW Central Stores Stockkeeper	21.04	22.22			
	PWMA14	7	System Maintenance Assistant I	21.04	22.22			
	PWST06	I7P	Weider/Repairperson	21.04	22.22			
	PWTE08	I7K	Field Technician - Surveys/Geomatics	21.04	22.22			
	PWTE41	I7Y	Geomatics Technician	21.04	22.22			
	PWTE42	I7CC	NW/QPS GIS Technician	21.04	22.22			
	SSAC01	I7C	Accounting Payroll Clerk II	21.04	22.22			
	SSAC08	I7AA	Property Management Clerk	21.04	22.22			
	SSAC09	I7Z	Accounting/Systems Clerk	21.04	22.22			
	SSCL36	7	Building/Environmental Services Clerk	21.04	22.22			
8	CSAC04	I8Y	Trust Accountant	21.78	23.01			
	CSAC13	I8D	Senior Payroll Clerk	21.78	23.01			
	CSAC14	I8AA	Senior Accounts Payable Accountant	21.78	23.01			
	CSCL17	I8BB	Court Administration Clerk	21.78	23.01			
	CSPR05	I8M	Senior Accountant	21.78	23.01			
	CSPR06	I8N	Senior Project Accountant	21.78	23.01			
	CSPR07	I8E	Banking Accountant	21.78	23.01			
	CSPR07	S08	Banking Accountant	21.78	24.29			
	PHCL32	I7O	Graphic Artist	21.78	23.01			
	PHE03	I7O	IRIS Administrator	21.78	23.01			
	PWAN02	I7DD	Water Quality Strategy Assistant	21.78	23.01			
	PWCL31	I8Z	Waste Management Clerk	21.78	23.01			
	PWDR01	I8B	Heavy Equipment Operator	21.78	23.01			
	PWLA34	I8V	Signal Installer III	21.78	23.01			
	PWLA38	I8J	Tree Worker II	21.78	23.01			
	PWLH05	I8O	Maintenance Person - LH - HQ	21.78	23.01			

Salary Structure Schedule "A" - January 1, 2007 to December 31, 2007

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWOP01	I8F	Operator - Waste Water	21.78	23.01			
	PWOP02	I8C	Senior Operator - Water Level 2 Plant	21.78	23.01			
	PWOP19	8	System Sampler/Operator 1	21.78	23.01			
	SSAN05	I8CC	Program Contract Analyst	21.78	23.01			
	SSCL12	I8I	Intake Representative	21.78	23.01			
	SSCL26	I8S	Systems Clerk	21.78	23.01			
9	CSCL16	I9V	Court Monitor	22.51	23.16	23.82		
	CSCL18	I9AA	POA Collections Clerk	22.51	23.16	23.82		
	CSPR09	9	POA Accountant	22.51	23.16	23.82		
	PLTE02	I9C	Planning Technician	22.51	23.16	23.82		
	PLTE02	S08	Planning Technician			24.29		
	PWDR40	I7F	Truck Driver	22.51	23.16	23.82		
	PWLA39	I7F	Signal Materials Controller	22.51	23.16	23.82		
	PWLAH11	I7F	Road Marker II Leadhand	22.51	23.16	23.82		
	PWMA04	I9P	Maintenance Person-Water	22.51	23.16	23.82		
	PWMA10	I9O	Area Maintenance - Water Level 2 Plant	22.51	23.16	23.82		
	PWMA12	I9Y	Maintenance Operator	22.51	23.16	23.82		
	PWMA15	9	System Maintenance Assistant II	22.51	23.16	23.82		
	PWOP05	I9N	Senior Operator - Waste Water Level 2 Plant	22.51	23.16	23.82		
	PWOP11	9	System Operator I - Water	22.51	23.16	23.82		
	PWOP15	9	System Operator I - Wastewater	22.51	23.16	23.82		
	PWST02	I9H	Certified Cabinet Maker	22.51	23.16	23.82		
	PWTE04	I9J	Draftsperson - Legal	22.51	23.16	23.82		
	PWTE06	I9U	Graphics Designer	22.51	23.16	23.82		
	PWTE43	I9BB	Information Assets Support Analyst	22.51	23.16	23.82		
	PWTE44	9	Preventive Maintenance Technician	22.51	23.16	23.82		
	PWTE47	9	Data Management Technician	22.51	23.16	23.82		
	PWTE48	9	CMMS Data Management Technician	22.51	23.16	23.82		
	SSAC13	I9CC	Housing Program Accountant	22.51	23.16	23.82		
	SSAC16	I9CC	Housing Operations Accountant	22.51	23.16	23.82		
	SSCL28	I9Z	Community Services Worker	22.51	23.16	23.82		
	SSCL29	I9Z	Community Services Worker - French	22.51	23.16	23.82		
	SSCL30	I9Z	Community Services Worker - Spanish	22.51	23.16	23.82		

Salary Structure Schedule "A" - January 1, 2007 to December 31, 2007

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	SSPR02	I9F	Subsidy Worker - Children's Services	22.51	23.16	23.82		
10	CSAN56	10	Network Account Administrator	23.25	23.92	24.60		
	CSLH03	I10E	Senior Payroll Accountant	23.25	23.92	24.60		
	CSPR02	I10B	Buyer III	23.25	23.92	24.60		
	CSPR03	10	Capital Accountant	23.25	23.92	24.60		
	PHE01	10	Systems Support Technician	23.25	23.92	24.60		
	PWAN01	I10R	Programmer/Analyst I	23.25	23.92	24.60		
	PWLH02	I10M	Sign Maker II - Lead Hand	23.25	23.92	24.60		
	PWMA01	I10Q	Area Maintenance - Waste Water	23.25	23.92	24.60		
	PWOP04	I10A	Senior Operator - Water - Level 4 Plant	23.25	23.92	24.60		
	PWST05	I10A	Auto Body Repair Person	23.25	23.92	24.60		
	PWTE01	I10W	Development Approvals Technician	23.25	23.92	24.60		
	PWTE05	I10V	Engineering Technician	23.25	23.92	24.60		
	PWTE05	S09	Engineering Technician			25.17		
	PWTE19	I10P	Lab Technician	23.25	23.92	24.60		
	PWTE32	I10U	Environmental Sampling Technician	23.25	23.92	24.60		
	PWTE46	10	Infrastructure Locate Technician	23.25	23.92	24.60		
	SSPR03	I10C	Program Support Worker	23.25	23.92	24.60		
	SSTE01	I10T	Systems Support Technician	23.25	23.92	24.60		
	11	CSAN53	11	Programmer/Analyst	24.00	24.44	24.93	25.40
CSAN55		11	Client Computing Analyst/Trainer	24.00	24.44	24.93	25.40	
PWMA08		I11F	Area Maintenance - Water Level 4 Plant	24.00	24.44	24.93	25.40	
PWMA09		I11A	Area Maintenance - Water Level 3 Plant	24.00	24.44	24.93	25.40	
PWOP03		I11K	Senior Operator - Water Level 3 Plant	24.00	24.44	24.93	25.40	
PWOP06		I11E	Senior Operator - Waste Water Level 3 Plant	24.00	24.44	24.93	25.40	
PWOP12		11	System Operator II - Water	24.00	24.44	24.93	25.40	
PWOP16		11	System Operator II - Wastewater	24.00	24.44	24.93	25.40	
PWST10		I11J	Certified Signals Electrician	24.00	24.44	24.93	25.40	
PWTE 11		I11I	Technical Assistant	24.00	24.44	24.93	25.40	
PWTE15		I11B	Environmental Enforcement Technician	24.00	24.44	24.93	25.40	
PWTE18		I11M	Lab Assistant	24.00	24.44	24.93	25.40	
PWTE25		I11G	Signal Technician	24.00	24.44	24.93	25.40	

Salary Structure Schedule "A" - January 1, 2007 to December 31, 2007

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	PWTE31	I10G	Environmental Analysis Technician	24.00	24.44	24.93	25.40	
	SSPR07	I11C	Early Childhood Educator	24.00	24.44	24.93	25.40	
	SSPR22	I11D	Community Worker	24.00	24.44	24.93	25.40	
12	CSLH04	I12B	Print Shop/Mail Room Supervisor	24.74	25.20	25.70	26.18	
	PWCL36	12	CMMIS System Administrator	24.74	25.20	25.70	26.18	
	PWMA06	I12H	Pump Station Mice - Waste Water Level 3	24.74	25.20	25.70	26.18	
	PWMA07	I12C	Pump Station Mice - Waste Water Level 2	24.74	25.20	25.70	26.18	
	PWMA11	12	Area Maintenance - Mechanical/Electrical	24.74	25.20	25.70	26.18	
	PWMA13	12	System Maintenance Person	24.74	25.20	25.70	26.18	
	PWOP07	I12F	Senior Operator - Waste Water Level 4 Plant	24.74	25.20	25.70	26.18	
	PWOP13	12	System Operator III - Water	24.74	25.20	25.70	26.18	
	PWOP17	12	System Operator III - Wastewater	24.74	25.20	25.70	26.18	
	PWST07	I12A	Motor Vehicle Mechanic	24.74	25.20	25.70	26.18	
	PWTE14	I12J	Environmental Enforcement Officer	24.74	25.20	25.70	26.18	
	PWTE28	12	Permits, Municipal Law Enforcement Officer	24.74	25.20	25.70	26.18	
	SSPR12	I12G	Resource Teacher	24.74	25.20	25.70	26.18	
13	PWLH01	I13C	Chief Mechanic	25.24	25.47	25.96	26.47	26.96
	PWLH04	13	Area Maintenance - Mechanical/Electrical Lead Hand	25.24	25.47	25.96	26.47	26.96
	PWMA03	I13A	Maintenance Person - Waste Water	25.24	25.47	25.96	26.47	26.96
	PWMA05	I13H	Pump Station Mice - Waste Water Level 4	25.24	25.47	25.96	26.47	26.96
	PWOP14	13	System Operator IV - Water	25.24	25.47	25.96	26.47	26.96
	PWOP18	13	System Operator IV - Wastewater	25.24	25.47	25.96	26.47	26.96
	PWST04	I13F	Area Maintenance Person Certified Water	25.24	25.47	25.96	26.47	26.96
	PWST08	I13D	Signal Electrician - LH	25.24	25.47	25.96	26.47	26.96
	PWTE13	I13B	Environmental Monitoring Technician	25.24	25.47	25.96	26.47	26.96
	SSLH05	I13I	Early Childhood Supervisor	25.24	25.47	25.96	26.47	26.96
	SSLH20	I13J	Co-ordinator Alzheimer/Respite Program	25.24	25.47	25.96	26.47	26.96
	SSPR01	I13G	OW Casemanager	25.24	25.47	25.96	26.47	26.96
	SSPR23	I13K	Social Worker - Senior Citizens	25.24	25.47	25.96	26.47	26.96
	SSPR24	I13L	Family Support Worker	25.24	25.47	25.96	26.47	26.96
	SSPR30	I13M	Ontario Works Job Developer	25.24	25.47	25.96	26.47	26.96
	SSPR35	I13G	OW Casemanager - French	25.24	25.47	25.96	26.47	26.96

Salary Structure Schedule "A" - January 1, 2007 to December 31, 2007

Band	Position Control	Grade	Title	Start Rate	3 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate
	SSPR36	I13G	OW Casemanager - Spanish	25.24	25.47	25.96	26.47	26.96
14	PWLH09	I14B	Infrastructure Information Analyst	26.74	26.97	27.50	28.01	28.55
	PWST03	I14E	System Maintenance Person	26.74	26.97	27.50	28.01	28.55
	PWST15	I14D	System Maintenance Person-WW Mechanical Certified	26.74	26.97	27.50	28.01	28.55
	PWTE02	I14A	Construction Inspector	26.74	26.97	27.50	28.01	28.55
	PWTE20	I14F	Certified Lab Technician	26.74	26.97	27.50	28.01	28.55
	PWTE40	I14C	Scada Technician	26.74	26.97	27.50	28.01	28.55
Students		Z1	Students	14.72				
NOTE:								
1) Italics - Denotes red circled positions								
2) Movement from the start rates to the three month rate will be based on 450 hours worked.								

SCHEDULE "B"

Hours of Work

Administration & Technical Services and Community Services Units

By mutual written agreement between the Supervisor and employee(s) concerned, and notwithstanding Article 18, 19, 22 and 23 of this collective agreement, regular hours of work may be varied through flex time and flex hours arrangements provided no hours of regular shift shall commence before 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 Division

In cases of non-shift workers, by mutual agreement between the Supervisor and the employee(s) concerned, and notwithstanding Article 18, 19, 22 and 23 of this collective agreement, regular hours of work may be varied through flex time and flex hours arrangements provided no hours of regular shift shall commence before 7:00 a.m. or end later than 7:00 p.m.

Winter Operations *(approximately mid-November to end of March) Sunday to Saturday

Two (2) – 12 hour shifts

0700 hours to 1900 hours
1900 hours to 0700 hours

The Winter Operations 12 hour schedule only applies to designated Truck Drivers and Heavy Equipment Operators.

Line Marking Crews

Night Shift Up to four weeks during May and up to four weeks during September, *as required during the painting season.***

** actual dates and times to be determined each season by mutual agreement between the supervisor and the majority of the employees involved, in accordance with Article 18.07.

Mower Operators (Tractors)

Four (4) Ten (10) hour shifts providing forty (40) hours per week to be scheduled for the months of May through October inclusive as required.

SCHEDULE "B"

Hours of Work

Operational Support Services Division

Dispatch

Monday through Sunday – two (2) 12 hour shifts, 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.

Shift rotation pattern to be determined by mutual agreement between the supervisor and the majority of employees involved in accordance with Article 18.07. Sidebar agreements as outlined in Appendix "E" will apply.

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”

Hours of Work

Administration

Couriers

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

SCHEDULE "B"

Regular Hours of Work - Plant Operations

Water and Wastewater Division

In cases of non-shift workers, by mutual written agreement between the Supervisor and the employee(s) concerned, and notwithstanding Article 18, 19, 22 and 23 of this collective agreement, regular hours of work may be varied through flex time and flex hours arrangements provided no hours of regular shift shall commence before 7:00 a.m. or end later than 7:00 p.m.

All shifts shall run from **Sunday through Saturday**, except as otherwise shown:

Water 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

Wastewater Plants

Niagara Falls	)	2 - 8 Hr. shifts;
Port Dalhousie	)	0700 - 1500, 1500 - 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 "B-2"
Paid Lunch Classifications

Heavy Equipment Operator
Truck Driver
Skilled Labourer
Labourer
Mower and Attachments Operator
Tree Worker II
Tree Worker I
Bridge Maintenance Person
Sign Installer II
Sign Installer I
Locate Person
Landfill Site Attendants

Signal Electrician
Signal Technician
Signals Installer III
Signals Installer I
Road Marker II – L.H.
Road Marker I – L.H.
Road Marker I
Marking Driver II
Marking Driver I
Area Maintenance Person –
Mechanical/Electrical
(Service Centre Only)
Certified Cabinet Maker
Building Maintenance Person
(Service Centre Only)

SCHEDULE "C"

Stewards

Administration & Technical Services Unit

- | | | |
|----|-----------------------------|------------|
| 1. | Regional Headquarters | (2) |
| 2. | Public Health | (2) |
| 3. | Environmental Centre | (1) |
| 4. | Provincial Offences Offices | (1) |

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

Community Services Unit

- | | | |
|----|---|------------|
| 1. | Children's' Services | (2) |
| 2. | Senior's Services | (1) |
| 3. | Social Assistance & Employment Opportunities: | |
| | St. Catharines | (2) |
| | Schmon Parkway | (1) |
| | Niagara Falls, Welland & Fort Erie | (2) |

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

Transportation Services Division Unit

- | | | |
|----|------------------------|-----|
| 1. | Thorold Service Centre | (2) |
| 2. | Thorold Yard | (1) |
| 3. | Welland Yard | (1) |
| 4. | Pelham Yard | (1) |
| 5. | Smithville Yard | (1) |

SCHEDULE "C"

Stewards

Operational Support Services

Building Services Section – Thorold Service Centre (1)

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

Water and Wastewater Division Unit

- | | | |
|-----|--|------------|
| 1. | DeCew Water Treatment | (1) |
| 2. | Welland Water Treatment | (1) |
| 3. | Niagara Falls Water Treatment | (1) |
| 4. | Port Colborne Water Treatment | (1) |
| 5. | Fort Erie Water Treatment | (1) |
| 6. | Grimsby Water Treatment | (1) |
| 7. | Crystal Beach Wastewater Treatment | (1) |
| 8. | Niagara Falls Wastewater Treatment | (1) |
| 9. | Grimsby Wastewater Treatment | (1) |
| 10. | Port Dalhousie Wastewater Treatment | (1) |
| 11. | Port Weller Wastewater Treatment | (1) |
| 12. | Welland Wastewater Treatment | (1) |
| 13. | Port Colborne Wastewater Treatment | (1) |
| 14. | Fort Erie Wastewater Treatment | (1) |
| 15. | Welland Maintenance Facility – Major Street | (2) |

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

Waste Management Services

All Landfill Sites (1)

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 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 WSIB benefits or as noted under Article 25.10, 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 days, 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 carrier 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.

SCHEDULE "E"

LONG TERM DISABILITY SUPPLEMENT

Job Grade	2005 LTD Supplement
1	\$4.06
2	\$4.25
3	\$4.44
4	\$4.63
5	\$4.81
6	\$4.99
7	\$5.18
8	\$5.36
9	\$5.54
10	\$5.72
11	\$5.91
12	\$6.10
13	\$6.28
14	\$6.64

{See Article 27.07 (b)}

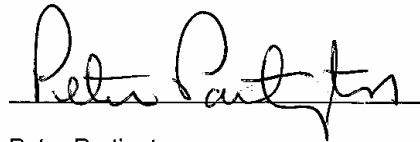
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives, as of this 22 day of June, 2005.

CANADIAN UNION OF
PUBLIC EMPLOYEES
AND ITS LOCAL 1287

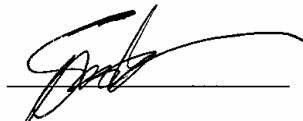
THE REGIONAL MUNICIPALITY
OF NIAGARA



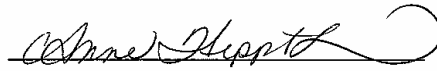
Andrew Hunter
(National Representative)



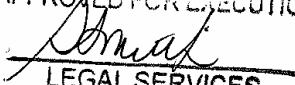
Peter Partington,
(Regional Chair)



Steve Leavitt
(President)



for Pam Gilroy,
(Regional Clerk)

APPROVED FOR EXECUTION

LEGAL SERVICES

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 *alleged* offender immediately and to report the incident to their supervisor. Should the supervisor be the *alleged* offender, complainants are responsible to contact a Regional representative. Complaints may also be made to a union official or union representative, who, if requested by the complainant, may be in attendance when the complainant makes their disapproval and/or unease known to the alleged offender.

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;
 - (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 offences, 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 are counselling offices in various locations. Telephone ***Homewood Employee Health at 1-800-265-8310.***

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:

Benchmark Job	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.
Classification	The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.
Classification Differential	The difference between the maximum salary or wage rates in the Salaries and Wages Schedule of the Collective Agreement.
Classification Increments	The salary or wage steps for a particular Classification.
Collective Agreement	The Collective Agreement currently in effect between the Region of Niagara (hereafter referred to as the Region) and CUPE 1287 (hereafter referred to as the Union).
Current Rate	An employee's present rate of pay.
Duty	A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.
Employee	An employee of the Region in the bargaining unit for which CUPE Local 1287 is the recognized bargaining agent as defined in the Collective Agreement.
Factors	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.
Factor Degrees	The actual measurement levels within each factor.
Green Circled	The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Program.

Incumbent	An employee who has been appointed or promoted to a job.
Job	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort, and the working conditions involved in the performance of that job, through the use of questionnaires, observation, and study.
Job Description	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.
Job Documents	Comprised of all documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.
Job Evaluation	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.
Job Rating	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.
Joint Job Evaluation Committee	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.
Out of Schedule Rate	A wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Program.
Points	The numerical expression adapted for measurement of each degree within each factor.
Quorum	The minimum number of people that must be present at a meeting before its proceeding are to be regarded as valid. There must be two (2) union representatives and two (2) management representatives.
Rating Manual	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
Red Circled	The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Program.
Review Committee	A joint two person committee comprised of the management co-chair and the Union co-chair 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.
Salaries and Wage	The salary and wage classifications as per Schedule A of the Collective Agreement.
Staff Complement	A staff position authorized as such by Council.

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

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 into 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;
 - 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.
 - (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 Commissioner of Human Resources (or designate) who shall communicate all rating and/or other decisions made by the committee to the appropriate Department Commissioner, Immediate Supervisor, the Union and the incumbent(s) of the committee's decision.
 - 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 Commissioner, Immediate Supervisor, and/or Commissioner of Human Resources within thirty (30) 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 Commissioner of Human Resources (or designate), 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 Commissioner of Human Resources (or designate) who shall forward to the incumbent(s), the appropriate Department Commissioner, the supervisor, 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.

4.6 *The Region may, notwithstanding the official rating for the job, establish an "out of schedule rate" upon written notification to the Union as to the specific purpose and specified period of time for the "out of schedule rate". Should the Region, at its sole discretion, determine that the conditions which gave rise to the higher "out of schedule rate" no longer exist, the wage rate for the job shall be adjusted to again reflect the job rating*

for the position. Any employee who was being paid at the "out of schedule rate" while working in the job shall continue to receive the "out of schedule rate" for a period of three (3) months following the Region's written notice to terminate the "out of schedule rate". Following such time, the affected employee(s) shall have their current rate adjusted in accordance with the job rating for the position.

The Parties agree that the “out of schedule rate” as defined, is in conformity with the Pay Equity Act and Regulations.

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 purposes. 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 1)
- 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 8/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.
 - 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 Commissioner of Human Resources (or designate) shall communicate the final rating and/or other decisions made by the Committee to the appropriate Department Commissioner, the Immediate 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.
- c) 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:

- o a minimum of two (2) representatives of the Region, as selected by the Region; plus a minimum of two (2) alternates as selected by the Region. One (1) representative of the Region will serve as Co-chair.
- o a minimum of two (2) representatives of the Union, as selected by the Union; plus a minimum of two (2) alternates as selected by the Union. One (1) representative of the Union will serve as Co-Chair.
- o one (1) non-voting Representative appointed from the Human Resources Department following discussion with the Union.

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, **including all forms**, to and from the Committee shall go through the Human Resources Representative.
- 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.
- 6.6 The Joint Job Evaluation Committee meetings will not proceed unless there is a quorum.

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.
 - 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 Co-Chairs of the Joint Job Evaluation Committee, who will forward it to the Committee, the Commissioner of Human Resources, the appropriate Department Commissioner, the Immediate Supervisor, 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 related 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 Commissioner, the Immediate Supervisor, 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

WORKING RELATIONSHIP BY OBJECTIVE AGREEMENT (RBO)

Mission Statement

Collaborative relations between management and the union serve the long term interests of all parties.

Collaboration enables us to work together for common goals - delivering quality, affordable, sustainable and valued services resulting in satisfied customers and valued, committed and engaged employees. A commitment to collaborative relations in no way diminishes the right and responsibility of managers to manage in the best interests of the organization, or the right and responsibility of the union to represent the best interests of their members. This agreement does not alter our contractual or legal rights.

We agree to conduct our business in accordance with the principles listed below.

Principles

We are committed to and accountable for:

- 1. Recognizing and respecting each other's roles, interests, accountabilities and social responsibility.***

We will strive to:

- Understand and be understood by each other;***
- Respect each other's legitimate roles and responsibilities;***
- Respect each other's decision making processes and lines of authority;***
- Continuously strive to improve employee relations by our behaviours and actions.***

- 2. Communicating with each other in ways that promote common understanding, effective problem solving and enhanced relationships.***

We will conduct ourselves effectively by:

- Sharing objective information to the fullest extent possible;***
- Using shared information in a constructive manner that promotes positive working relationships and encourages problem or conflict resolution;***
- Emphasizing the importance and purpose of open, honest and timely communications;***
- Establish regularly scheduled labour/management and workplace committee (RBO) meetings between first-line non-union supervisors and employees.***

3. Working to earn and sustain trust.

We will achieve a high degree of trust by:

- ***Listening interactively;***
- ***Enhancing our own trustworthiness;***
- ***Living up to our commitments;***
- ***Creating high quality, healthy workplaces, value added and sustainable public services;***
- ***Being honest, forthright, timely and objective in our dealings with each other.***

4. Using an open and interest based approach to problem solving, decision making and negotiation.

We will:

- ***Ask and seek out solutions that meet our mutual interests;***
- ***Encourage management walkabouts and face-to-face contact with staff (MBWA);***
- ***Encourage employee input into the development of policies and matters that affect them;***
- ***Pursue brainstorming opportunities without judgement;***
- ***Freely discuss new ideas and be open to the timely resolution of issues;***
- ***Encourage effective, efficient, timely problem solving processes;***
- ***Strive to deal with issues in a constructive and facilitative fashion and at the earliest stage within limits of authority;***
- ***Work to resolve issues before raising them with third parties.***

5. Attacking issues, not people.

We will:

- ***Model behaviour that we want others to exhibit;***
- ***Conduct ourselves in a mutually respectful, courteous and professional manner in all of our dealings;***
- ***Understand our impact on others;***
- ***Seek to understand the other party without judgment.***

6. Honouring the agreements we reach.

We will:

- ***Live up to our collective responsibilities;***
- ***Strive to ensure that all agreements are clear about what has been decided, what actions flow and who is accountable;***
- ***Commit to support and adhere to subject matter of mutual agreement.***

7. Giving each other the benefit of the doubt.

We will:

- **Give each other an opportunity to explain actions or events before reacting;**
- **Be fully prepared for constructive discussion of the issues;**
- **Recognize that agreement will not always be possible, and that there will be times when we must “agree to disagree”;**
- **Recognize each other as dedicated, sincere, valued individuals striving for a healthy, productive, satisfying work place and exemplary public service.**

8. Jointly promoting and pursuing quality of work life, wellness, safety, employee and team development initiatives.

We will:

- **Pursue an employee recognition culture and acknowledge the achievements of committed employees for a job well done;**
- **Openly support and encourage on-going development of Corporate, departmental and location specific employee awareness of Quality of Work Life (QWL), Wellness, safety and skill development initiatives;**
- **Encourage and support the attainment of post secondary education, apprenticeship, skill development and succession planning opportunities;**
- **Support initiatives that encourage an enabling work environment of innovation, continuous improvement, satisfying work and affordable, sustainable service excellence;**
- **Recognize and reward the achievements of a committed and dedicated workforce.**

APPENDIX E

Sidebar Agreements in Force:

12-Hour Shifts: (See Schedule B, Page 108)

- Port Colborne Wastewater
- DeCew Falls Water
- Grimsby Water
- Niagara Falls Water
- Port Dalhousie Wastewater
- Rosehill Water

10-Hour Shifts: (See Schedule B, Page 108)

- Fort Erie Wastewater
- Baker Road Wastewater
- Crystal Beach Wastewater

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 18.01 (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 12 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 19.05

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 19.05. Also, payment of wages for this shift on a statutory holiday will be in accordance with Article 21.03 (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 20.01 & 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 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 21.03 (d)

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

ARTICLE 21.03 (e)

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

ARTICLE 21.04

The terms "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 "one day's pay" refer to a twelve-hour day.

ARTICLE 22.03 (b)

The term "normal weekly rate" refers to 40 hours at the employee's 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 12 hours for a scheduled twelve-hour shift.

ARTICLE 24.12

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

10-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 18.01 (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 10 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 40 hours, the normal maximum of the regular operating staff.

ARTICLE 19.05

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

ARTICLES 20.01 & 20.02

No shift premiums shall be paid for the 10 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 21.03 (d)

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

ARTICLE 21.03 (e)

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

ARTICLE 21.04

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 24.01

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 24.12

"Working Days" for employees who normally work 10-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.

APPENDIX "F"

PERSONAL DOCUMENTATION – EMPLOYEE DEATH

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.

NOTES