

**COLLECTIVE AGREEMENT**

**- BETWEEN -**

**THE CORPORATION OF THE TOWN  
OF FORT ERIE**

**- AND -**

**THE CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL #714**

**2021-2024**

Table of Contents

<b>ARTICLE</b>	<b>Page</b>
<b>1. PURPOSE</b>	
1.01 Purpose	1
<b>2. MANAGEMENT RIGHTS</b>	
2.01 Management Rights	2
2.02 Not Discriminatory	2
2.03 Employment Rules And Regulation	3
2.04 New Employment Rules, Regulations And Policies	3
<b>3. RECOGNITION</b>	
3.01 Bargaining Unit	3
3.02 Work Of The Bargaining Unit	4
3.03 No Other Agreements	4
3.04 Assistance To Local #714 – CUPE Representative	4
3.05 Union Officers	5
3.06 Notification To Union – Assignments To New Classifications	5
<b>4. NO DISCRIMINATION</b>	
4.01 No Discrimination	5
4.02 No Discrimination by Reason of Union Membership/Activity	5
4.03 No Discrimination in Wage Rates, Training, Discipline, Discharge, etc.	5
4.04 Discrimination and Harassment	6
4.05 Grievance Initiated at Step II	6
<b>5. UNION MEMBERSHIP</b>	
5.01 All Employees To Be Members	6
<b>6. CHECK-OFF OF UNION DUES</b>	
6.01 Deduction Of Union Dues	6
6.02 Deductions	7
6.03 Dues Receipts	7
6.04 Union Dues During Disability	7

<b>7. EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES</b>	
7.01 New Employees	7
<b>8. CORRESPONDENCE</b>	
8.01 Correspondence	7
8.02 Use Of E-Mail And Other Technological Equipment	8
<b>9. EMPLOYEE RELATIONS COMMITTEE – UNION</b>	
9.01 Composition Of Union Representation To The Committee	8
9.02 Meetings – Employer - Union	8
9.03 Function Of Employee Relations Committee	8
9.04 Time Off For Meeting	9
<b>10. COLLECTIVE BARGAINING COMMITTEE</b>	
10.01 Union Bargaining Committee	9
10.02 Function Of Collective Bargaining Committee	9
10.03 Meeting Of Collective Bargaining Committee	9
10.04 Time Off For Meeting	10
<b>11. GRIEVANCE PROCEDURE</b>	
11.01 Recognition Of Union Stewards And Grievance Committee	10
11.02 Representation Of Union Stewards On Grievance Committee	10
11.03 Names Of Stewards	11
11.04 Grievance Committee	11
11.05 Meetings – To Be Held During Normal Office Hours	11
11.06 Compensation – Grievance Committee Members	11
11.07 Settling Of Grievances	11
11.08 Step III – Arbitration Procedure	13
11.09 Amending Of Time Limits	14
11.10 Policy Grievance Or Group Grievance	14
11.11 Grievance Mediation	14
<b>12. DISCIPLINE AND RECORDS</b>	
12.01 Notification To Union And Employee By Employer	15
12.02 Grievance To Be Initiated At "Step II" Of Grievance Procedure	15
12.03 Settlement Of Grievance By Parties Or By Arbitrator	15
12.04 Record Of Suspension Or Discipline Not To Be Used After 24 Months	16

12.05 Right To Review Personnel File	16
<b>13. NO STRIKES OR LOCKOUTS</b>	
13.01 No Strike Or Lockout	16
<b>14. SENIORITY</b>	
14.01 Purpose Of Seniority Rights Defined	16
14.02 Seniority Lists	17
14.03 Definition Of Part-Time, Casual, Winter Seasonal, Relief, Student and Full-Time Employees	17
14.04 Probation For Newly Hired Employees	19
14.05 Loss Of Seniority	19
14.06 Promotion Out Of And Return To The Bargaining Unit – Effect Upon Seniority	20
<b>15. JOB POSTINGS, PROMOTIONS AND STAFF CHANGES</b>	
15.01 Job Postings	21
15.02 Employee Changes – Factors To Be Considered	21
15.03 Job Postings – Employees To Work On Jobs Assigned To Them	22
15.04 Job Postings – Employees May Apply For	23
15.05 Job Postings – Employer To Post Information On The Successful Applicant	23
15.06 Job Postings – Employee Not Selected To Receive Reasons Where Requested	23
15.07 Job Postings – Request For Trial Period	24
15.08 Disabled Worker Provision	24
15.09 Notification To The Union – Employee Changes	24
15.10 Vacancies – Temporary Filling Of By The Employer	25
15.11 .1 Vacancies – “Long Term” Vacancies Defined	25
.2 Vacancies – “Short Term” Filling Of By Employer	25
15.12 .1 Vacancies – Discussed At Employee Relations Meeting	25
.2 Vacancies – Remaining Unfilled Where Employee Preparing To Qualify For	26
15.13 Vacancies – Trial Period Upon Filling Of	26
15.14 Career Development	26
<b>16. LAYOFFS AND RECALLS</b>	
16.01 “Days” Defined	27
16.02 Layoffs And Recall	27
16.03.1 Layoffs – Sharing Of Work Where Work Shortage Occurs	29
16.03.2 Layoffs – Not To Result From Contracting Out By Employer	29

16.04 Employer Amalgamation With Another Municipal Employer	29
16.05 Layoffs – Nature Of By Employer	30
16.06 Layoffs – Casual Employee	30
<b>17. HOURS OF WORK</b>	
17.01 Office And Technical	30
17.02 Infrastructure Services	31
17.03 "Day" – General Definition	34
17.04 "Work Week" – General Definition	35
17.05 Rest Periods	35
17.06 Inclement Weather	36
<b>18. OVERTIME RATES OF PAY</b>	
18.01 .1 Employees Working Monday To Friday	38
.2 Employees Working Shifts	38
.3 Time In Lieu	39
.4 Paid Holidays	39
18.02 Outside Works Operations And Office And Technical	
.1 Call-In Pay	40
.2 On-Call – Outside Works Operations And Office And Technical	40
.3 On-Call – Lead Hand - Overtime	41
18.03 Office And Technical Only – Meal Allowance	41
18.04 Office And Technical And Infrastructure Services - Operations	
.1 Where Employee Performing In Higher-Rated Position	41
.2 Higher Rated Position Not Covered By Agreement	41
.3 Overtime – Distribution	41
.4 Overtime As Continuation Of Workday	43
<b>19. WAGE RATES</b>	
19.01 Establishment Of – Per Attached Schedule	44
19.02 Elimination Of Classifications – Union Agreement Required	44
19.03 Change Of Duties And Rates Of Pay	44
19.04 Pay Day	45
19.05 Shift Premium	45

<b>20. PAID HOLIDAYS</b>	
20.01 Entitlement	46
20.02 Holidays Falling On A Saturday	46
20.03 Holidays Falling On A Sunday	46
20.04 Holidays – Employee Qualification For	46
20.05 Float Day	47
20.06 Duty To Accommodate	47
<b>21. VACATION</b>	
21.01 Entitlement	47
21.02 Vacation Period And General Provisions	48
21.03 Vacation Entitlement – Accumulation Of	49
21.04 Vacation Entitlement – Disposition Of In Case Of Employee's Death	49
21.05 Vacation Entitlement – Recovery Of Overpayment By Employer	49
21.06 No Pyramiding Of Vacation Benefit	49
21.07 Vacation Pay Adjustment	49
<b>22. SICK LEAVE PROVISIONS</b>	
22.01 Sick Leave Credit Gratuities	50
22.02 W.I. - Weekly Indemnity Protection	50
22.03 L.T.D. – Long Term Disability	50
<b>23. LEAVE OF ABSENCE</b>	
23.01 Union Business	50
23.02 Jury Duty	51
23.03 General Leave – Without Pay	51
23.04 Paid Bereavement Leave	51
23.05 Limit Of Leave – Other Relatives Bereavement	52
23.06 Bereavement Leave May Be Extended For Travel	52
23.07 Limit Of Leave – Where Unable To Attend Funeral Of Spouse, Child, Father Or Mother	52
23.08 Limit Of Leave – Pallbearers And Union Executives Attending Employee's Funeral	53
23.09 Pregnancy And Parental Leave	53
23.10 Continuation Of Benefit Plans During Pregnancy Or Parental Leave	53
23.11 Legislated Emergency Leave	53
23.12 Legislated Family Leave	54
23.13 Religious/Cultural Leave	54

<b>24. EMPLOYEE BENEFIT PLANS</b>	
24.01 Pension Plan (OMERS) And Benefits On Early Retirement	54
24.02 Employer Contributions To Hospital And Life Insurance	54
24.03 Group Medical Insurance	55
24.04 Weekly Indemnity	57
24.05 Long Term Disability	57
24.06 Employees Beyond Age 65	57
24.07 Change Of Insurance Carriers By Employer	58
24.08 Joint Employee Benefits Subcommittee	58
<b>25. TECHNOLOGICAL CHANGE</b>	
25.01 Notice To Union By Employer	58
25.02 Employee Re-Training And/Or Study Courses	59
<b>26. SAFETY AND PROTECTIVE CLOTHING AND ALLOWANCES</b>	
26.01 Safety Footwear Allowance	59
26.02 Tool Allowance	59
26.03 Protective Clothing	60
26.04 Amount Of And Conditions Of Payment	60
26.05 Approval Of And Payment Processing	61
26.06 Health And Safety Committee	61
26.07 Compensation – Health And Safety	61
<b>27. TERM OF AGREEMENT</b>	
27.01 Duration	62
27.02 Notice To Negotiate – Continuance Of Current Provisions	62
27.03 Copies Of Agreement	62
SCHEDULE "A" – HOURLY RATES OF PAY	63
SCHEDULE "A-1" – RATES FOR GRANDPARENTED INCUMBENTS	66
SCHEDULE "B" – NOTES 1 and 2	67
SCHEDULE "C" – STUDENTS	68
SCHEDULE "D" – INCOME PROTECTION PLAN	69
SCHEDULE "E" – JOB SECURITY - LEISUREPLEX	76
SCHEDULE "F" – COMPRESSED/FLEXIBLE WORK SCHEDULING	77
SCHEDULE "G" – HOLIDAY CLOSURE	80
SCHEDULE "H" – APPRENTISHIPS	81
SCHEDULE "I" – COVID-19 COMMITTEE	82

SCHEDULE "J" – EMPLOYEE BENEFIT PLAN	83
SCHEDULE "K" – EQUIPMENT MASTERS	85
SCHEDULE "L" – HOURS OF WORK	86
MEMORANDUM OF AGREEMENT	87

THIS AGREEMENT made , 2020

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF FORT ERIE**  
hereinafter called "the Employer",

Party of the First Part;

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL # 714**  
hereinafter called "the Union",

Party of the Second Part:

**ARTICLE 1 – PURPOSE**

**1.01 Purpose**

The Agreement is entered into by the parties to provide for orderly collective bargaining relations between the Corporation and its employees; to establish and maintain mutually satisfactory working conditions; and, to provide a process for the prompt and equitable disposition of grievances. It is also the purpose of both parties:

- .1 To improve relations between the Employer and the Union and to provide settled conditions of employment;
- .2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- .3 To encourage efficiency in operations;
- .4 To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union; and

**1.01 Purpose (cont'd)**

To achieve this purpose the Employer and the Union will recognize the inherent dignity, worth and rights of each individual. The Employer and the Union agree to promote and support an environment that is free of discrimination, harassment, bullying, violence or any act in which a person is abused, threatened or intimidated.

The Employer and the Union affirm that all staff of the Town of Fort Erie are entitled to a respectful work environment.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01 Management Rights**

The Union recognizes that it is the exclusive right of the Employer to operate and manage its business; to maintain order and efficiency; and to hire, classify, promote, transfer, demote, lay off, discipline, and suspend or discharge employees in a manner consistent with the provisions of this agreement.

**2.02 Not Discriminatory**

The Employer agrees that it will exercise the foregoing functions set out in Article 2.01 in good faith and in a reasonable manner consistent with the provisions of this Agreement, and a claim that the Employer has exercised its rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.

**2.03 Employment Rules And Regulations - Establishment And Alteration Of**

The Employer also has the right to make and alter from time to time, rules, regulations and policies. The Employer agrees to introduce revised rules, regulations and policies to the Union before the Employer can act upon them.

**2.04 New Employment Rules, Regulations And Policies - Notification To The Union**

Copies of all new rules and regulations and policies adopted by the Employer which affect the employees in the Bargaining Unit are to be:

- .1 forwarded to the Union; and
- .2 posted on all bulletin boards.

**ARTICLE 3 – RECOGNITION**

**3.01 Bargaining Unit**

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

- Department Directors and Deputy Department Directors, and persons above the rank of Department Director;
- Persons employed as Professional Engineers;
- Division Managers;
- Deputy Chief Building Official
- Project Supervisors;
- Accounts and Office Managers;
- Purchasing Agent;
- Executive Assistant to the Chief Administrative Officer;
- Executive Assistant to Director, Corporate Services
- Planning Officer;
- Employment Services Co-Ordinator;
- Payroll Administrator;
- Drainage Superintendent

**The Corporation of the Town of Fort Erie  
Collective Agreement - 2021-2024**

---

**3.01 Bargaining Unit (cont'd)**

- Executive Assistant to the Mayor, the Chief Administrative Officer, the Clerk, the Economic Development/Tourism Officer;
- Pool Supervisor;
- Supervisors and those above the rank of Supervisor;
- Three (3) part-time office personnel the hours of work for each being twenty-four (24) or less per week;
- Students who are attached to the Employer as trainees as part of an accredited College or University Program;
- Employees who are subsidized by the Federal or Provincial Governments to work on projects that would not normally be done by the Employer;
- A maximum of fourteen (14) part-time students employed in the arenas after school whose hours of work are twenty-four (24) per week or less.

**3.02 Work Of The Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in emergencies affecting life and property, and in experimentation and instruction, or in cases mutually agreed upon in writing by both parties.

**3.03 No Other Agreements**

No employee shall be required or permitted to make any written or verbal Agreement with the Employer, or the Employer's representative, which may conflict with the terms of this Collective Agreement, nor shall an employee request the Employer to make a written or verbal Agreement apart from the terms and conditions of this Collective Agreement.

**3.04 Assistance To Local #714 - CUPE Representative**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Union will advise the Employer in advance when a National Representative of the Union will be dealing or negotiating with the Employer.

**3.05 Union Officers**

The President of the Union or designate, the Chief Steward and Stewards have regular duties to perform on behalf of the Employer. No such Union Official shall leave their regular duties without receiving permission from the immediate Supervisor. Such permission to leave shall not be unreasonably withheld.

**3.06 Notification To Union - Assignments To New Non-Union Classifications**

The Employer agrees to notify the Union, in writing as soon as practical, of the name and classification of persons newly assigned to new classifications excluded from the Bargaining Unit.

**ARTICLE 4 - NO DISCRIMINATION**

**4.01 No Discrimination**

There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, disability, place of residence, political or religious beliefs, gender identity, gender expression, record of offences or family status. The parties agree to abide by the Ontario Human Rights Code, the Canadian Charter of Rights and Freedoms and all other applicable legislation and the Employer's Workplace Violence and Harassment Prevention policy and program.

**4.02** There shall be no discrimination practiced by reason of an employee's membership or activity in the Union.

**4.03** There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline or discharge.

**The Corporation of the Town of Fort Erie  
Collective Agreement - 2021-2024**

---

**4.04 Discrimination and Harassment**

- .1 The parties are committed to a workplace environment free from any form of harassment and "bullying". This applies equally to all employees, supervisors, managers, council members, clients or the public and any other person working for or providing services to or using the services of the Employer in accordance with applicable legislation.
- .2 The Employer and the Union do not condone harassment. Unless otherwise satisfactorily resolved to the mutual agreement of the parties, any complaint or allegation of harassment at the workplace shall be dealt with by the parties through the grievance procedures.

**4.05** A grievance submitted relating to a matter of alleged discrimination or harassment may be initiated at Step II of the grievance procedure.

**ARTICLE 5 - UNION MEMBERSHIP**

**5.01 All Employees To Be Members**

Subject to the provision of Article 3.01, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of Employment.

**ARTICLE 6 - CHECK-OFF OF UNION DUES**

**6.01 Deduction Of Union Dues**

The Employer agrees to deduct such regular monthly Union dues as are uniformly levied in accordance with the Constitution and By-laws of the Union from all present employees and all new employees represented by Local # 714 starting from their first pay. The Union will provide the Employer with a statement from the President and Secretary Treasurer advising of any changes in Dues.

**The Corporation of the Town of Fort Erie  
Collective Agreement - 2021-2024**

---

**6.02     Deductions**

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

**6.03     Dues Receipts**

At the same time that the Income Tax (T-4) Slips are made available, the Employer shall include the amount of Union dues paid by each Union member in the previous year.

**6.04     Union Dues During Disability**

An employee who is on Long Term Disability does not pay Union dues. An employee who is on Short Term Disability or Pregnancy/Parental Leave continues to pay Union dues.

**ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

**7.01     New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union security, and dues check-off. The Employer shall introduce new employees to the steward at their work location or the local Union President as soon as practicable.

**ARTICLE 8 - CORRESPONDENCE**

**8.01     Correspondence**

All correspondence between the parties hereto, arising out of this Agreement or incidental to it, shall pass to and from the Chief Administrative Officer (or designate) and the President of the Local Union with copies of same to be

**The Corporation of the Town of Fort Erie  
Collective Agreement - 2021-2024**

---

**8.01 Correspondence (cont'd)**

simultaneously provided to the Secretary of the Local Union and the Union's National Representative.

**8.02 Use Of E-Mail And Other Technological Equipment**

The Employer agrees to allow employees to communicate between or among themselves by use of E-mail and other technological equipment.

**ARTICLE 9 – EMPLOYEE RELATIONS COMMITTEE – UNION**

**9.01 Composition Of Union Representation To The Committee**

The representation to the Employee Relations Committee shall be comprised of six (6) members of whom one (1) shall be the President and five (5) shall be the Stewards who represent:

- .1 1 member from Water and Wastewater Division
- .2 1 member from Roads and Fleet Division
- .3 1 members from Office and Technical
- .4 1 member from Parks and Facilities Division
- .5 1 member at large
- .6 In the absence of a Steward, Chief Steward

**9.02 Meetings - Employer - Union**

Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion shall be submitted by each party not less than two (2) working days prior to the time of the scheduled meeting except in cases of emergency.

**9.03 Function Of Employee Relations Committee**

The Committee may discuss and attempt to settle matters covered by the terms and conditions of the Collective Agreement, which otherwise would become grievances.

**9.04 Time Off For Meeting**

Any Union Representative on the Employee Relations Committee required to attend meetings with Management Representatives held within working hours shall do so without loss of remuneration. Such meetings shall be at times mutually agreeable to the parties.

**ARTICLE 10 - COLLECTIVE BARGAINING COMMITTEE**

**10.01 Union Bargaining Committee**

A Union Bargaining Committee shall consist of not more than six (6) employees of whom one (1) shall be the President of the Local or representative, for the purpose of renewing or amending the Collective Agreement.

- .1 1 shall be the President of the Local or representative
- .2 1 member from Water and Wastewater Division
- .3 1 member from Roads and Fleet Division
- .4 1 members from Office and Technical
- .5 1 member from Parks and Facilities Division
- .6 1 member at large

The Union will advise the Employer of the Union members on the Committee

**10.02 Function Of Collective Bargaining Committee**

The purpose of the Committee is to meet and discuss with the Employer matters of renewing or amending the Collective Agreement.

**10.03 Meeting Of Collective Bargaining Committee**

In the event either party wishes to call a Bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

**10.04 Time Off For Meeting**

Any representative of the Union's Bargaining Committee, required jointly by the parties to attend meetings with the Employer held within working hours shall do so without loss of remuneration. Such meetings shall be at times mutually agreeable to the parties.

**ARTICLE 11- GRIEVANCE PROCEDURE**

**11.01 Recognition Of Union Stewards And Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure.

No such Union Official shall absent themselves from their regular duties unreasonably in order to deal with grievances or other Union business, nor shall the Union Official leave their regular duties without receiving permission from their Supervisor. Such permission to leave shall not be unreasonably withheld.

**11.02 Representation Of Union Stewards On Grievance Committee**

The Employer shall recognize: five (5) Stewards plus the Chief Steward to represent the following Departmental Services:

- .1 Water and Wastewater Division
- .2 Roads and Fleet Division
- .3 Parks and Facilities Division
- .4 Office and Technical employees – two (2) stewards  
or in the absence of a Steward, the Chief Steward.

**11.03 Names Of Stewards**

The Union shall notify the Employer in writing of the name of each Steward and the Departmental Services the Steward represents and the name of the Chief Steward, before the Employer shall be required to recognize the Steward.

**11.04 Grievance Committee**

The Grievance Committee shall be composed of the President, the Chief Steward of the Union, plus the Steward or Stewards (in Office and Technical circumstances, both Stewards) directly involved with the grievance.

**11.05 Meetings - To Be Held During Normal Office Hours**

All grievance meetings under this Agreement shall commence between the hours of 9:00 a.m. and 3:00 p.m. during the normal office hours of the Employer.

**11.06 Compensation - Grievance Committee Members**

The Employer shall compensate Grievance Committee members for lost time from any regularly assigned work at their straight time rate for time spent in servicing grievances and attending meetings between parties, excluding arbitration.

**11.07 Settling Of Grievances**

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

It is the mutual desire of the parties that complaints of employees shall be adjusted as promptly as possible.

**11.07 Settling Of Grievances (cont'd)**

**Initially**

An employee who has a complaint shall within five (5) days of the employee, or the Union, first becoming aware of the circumstances, take up verbally the complaint with the supervisor involved. The immediate supervisor shall give a verbal reply not later than the second working day after having heard the complaint.

**Step I**

If the complaint is not settled, a grievance will, within three (3) days, be submitted in writing to the immediate Supervisor's superior or representative. The grievor, accompanied by the appropriate Steward, shall be given an opportunity to discuss the grievance with the immediate Supervisor's superior or representative within two (2) days of submission of the grievance. The immediate Supervisor's superior

or representative, shall give a decision in writing within two (2) days of the discussion. The grievance shall specify the facts and the section or sections claimed to be violated or relied upon. The decision in Step I and II shall specify the facts and the reasons upon which the decision is based.

**Step II**

Failing satisfactory settlement, the grievance will, within three (3) days, be submitted in writing by the Grievance Committee to the Chief Administrative Officer, to be dealt with at a meeting to be held within ten (10) days of the submission. At the Step II meeting, the Grievance Committee shall be present.

The grievor and/or National Union Representative may be present if requested by either party. The decision of the Chief Administrative Officer or the Grievance Committee in the case of an Employer grievance, shall be given in writing within ten (10) days after the meeting at which it was discussed.

**11.08 Step III - Arbitration Procedure**

Failing Settlement being reached, the grievance, may within thirty (30) calendar days be referred to arbitration as follows:

- .1 Both parties to this Agreement agree that a grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure and which has not been settled, shall be referred to a sole arbitrator.
- .2 If the parties are not able to agree upon such an arbitrator within ten (10) working days of the Notice of Arbitration, the Minister of Labour for the Province of Ontario shall be requested to appoint an arbitrator.
- .3 Either party may request a Board of Arbitration in which the nominee of each party shall be appointed within ten (10) working days of the Notice of Arbitration and the nominees of each party shall select a chairman of the Board of Arbitration.
- .4 The Board of Arbitration or sole arbitrator, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- .5 Each of the parties to this Agreement shall bear the expenses of the arbitrator appointed by it, and the parties shall jointly bear the expenses, if any, of the chairman or of a sole arbitrator.
- .6 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

**11.09 Amending Of Time Limits**

In Article 11, "Days" shall not include Saturdays, Sundays or holidays unless indicated otherwise. The time limits herein fixed with respect to grievance and arbitration procedures may be amended by mutual consent of the parties to this Agreement.

**11.10 Policy Grievance Or Group Grievance**

A Policy Grievance or a Group Grievance shall be defined where there is dispute involving a question of general application or interpretation that involves the Bargaining Unit as a whole, or where a group of employees have a grievance of the same nature to which a Group Grievance will apply.

Utilizing the same settling of grievance methodology referred to in Article 11.07, in advance of the Union submitting a policy or group grievance, a Grievance Committee member and/or President of the Union shall meet with the appropriate

Director and verbally take up the complaint for the purpose of providing background information and an opportunity to resolve the issue or concern in advance of lodging a formal grievance.

Within ten (10) days of the meeting with the Director, the Employer or the Union may submit a grievance in writing to the other, alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the section or sections of the Agreement claimed to be violated or relied upon, and the matter shall be dealt with in accordance with Step II and the balance of the grievance procedure.

**11.11 Grievance Mediation**

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 described in Article 11.08 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.

**11.11 Grievance Mediation (cont'd)**

The parties will jointly share the cost of the Grievance Mediation Officer's services.

**ARTICLE 12 - DISCIPLINE AND RECORDS**

**12.01 Notification To Union And Employee By Employer**

An employee who is being disciplined shall be given the reason for such discipline in the presence of a Union Steward or Executive Officer of the Local, otherwise such disciplinary action shall be null and void.

The Employer shall, in writing, notify the Union and the employee in all discharge or discipline cases as soon as possible giving the name of the employee concerned and the reason for the discharge or discipline.

**12.02 Grievance To Be Initiated At "Step II" Of Grievance Procedure**

A claim by an employee who has acquired seniority, that the employee has been unjustly discharged or disciplined shall be treated as a grievance at Step II if a written statement of such grievance is lodged with the Chief Administrative Officer (or designate) within five (5) working days after the discharge or discipline, or within five (5) working days after the Union has been notified, whichever is the later.

**12.03 Settlement Of Grievance By Parties Or By Arbitrator**

Such grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.

**12.04 Record Of Suspension Or Discipline Not To Be Used After Twenty-Four (24) Months**

The record of suspension or discipline of an employee shall not be used against the employee at any time after twenty-four (24) months during which there has been no further suspension or disciplinary action including letters of reprimand or any adverse report.

**12.05 Right To Review Personnel File**

An employee shall have the right to request an appointment for the purpose of reviewing the Employer's personnel file maintained on the employee's behalf. Such request shall not be unreasonably withheld. Any review shall be in the presence of an Employer representative. The employee may be accompanied by a local Union representative.

**ARTICLE 13 - NO STRIKES OR LOCKOUTS**

**13.01 No Strike Or Lockout**

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

**ARTICLE 14 – SENIORITY**

**14.01 Purpose Of Seniority Rights - Defined**

Except as otherwise noted, seniority shall be recognized and shall be based on length of service in a Bargaining Unit position with the Employer and shall be applied on a Bargaining Unit-wide basis. Seniority rights are designed to give each employee, according to the employee's seniority with the Employer, an equitable measure of job choice and job security, consistent with the efficient operation of the Employer.

**14.02 Seniority Lists**

- .1 The Employer shall maintain and post a seniority list, as determined in consultation with the Union, showing the seniority date of each employee covered by this Agreement, including the start dates for casuals. The seniority list shall be updated as at the first day of January, April, July and October of each calendar year. A member of the Union Executive may, upon reasonable notice, request current information regarding seniority and the collection of dues from Employment Services.
- .2 In order to determine seniority among employees with the same seniority date, priority will be established by a coin toss. The Union president or designate shall be present when the affected employees toss the coin with "heads" determining the higher seniority employee.

**14.03 Definition Of Part-Time, Casual, Winter Seasonal, Relief, Student And Full-Time Employees**

- .1 A Part-Time employee is an employee who consistently works twenty-four (24) hours per week or less, and is paid on an hourly basis, according to the starting rate for the category of job in which the employee is working.
- .2
  - i) A Casual employee is an employee hired for a specific short-term job, including replacement of persons on maternity leave, long-term leaves of absence, vacation relief, incentive or make-work programs and whose employment shall cease on completion of the project.
  - ii) A Winter Seasonal employee is an employee hired in Roads and Roadside Drainage Section to augment the regular staff complement between October 15 and April 30. Such seasonal employees shall be scheduled up to forty (40) hours per week on an as needed basis.
  - iii) Winter Seasonal employees shall be considered part of the regular complement for the purposes of hours of work Articles 17.02.3 and 17.02.4 and for the distribution of overtime Article 18.04.3. For the purposes of Article 18.02, a winter seasonal employee is not considered to be on call.

**14.03 Definition Of Part-Time, Casual, Winter Seasonal, Relief, Student  
And Full-Time Employees (con't)**

- iv) A Relief Employee is an employee in the Arenas, Roads or Water/Wastewater hired for an indefinite period and who may be scheduled to work up to forty (40) hours per week to relieve a regular employee who is absent on paid leave or who is absent on sick leave of greater than three (3) days. For the purposes of Article 18.02, a Relief Employee is not considered to be on call. The Employer will not employ more than:
- seven (7) Relief Employees
  - five (5) Relief Employees in Roads
  - five (5) Relief Employees in Water/Wastewater
- .3 A casual or winter seasonal employee shall not attain seniority as a full-time employee, unless such employee has worked one full year (day/month/year to day/month/year), then the casual employee becomes a full-time employee and notwithstanding Article 14.01, shall get credit for service as seniority retroactive to their most recent date of hire.
- .4 A casual employee, winter seasonal employee or a relief employee whose employment is terminated upon 5 days written notice has no seniority and no recall rights. A casual employee, winter seasonal employee or relief employee have no seniority except as described above.
- .5 Student employees (Temporary-Seasonal) are those employees who are attending school, college, or university, and offer their services on a relief basis for short-term employment. The terms of the Collective Agreement that apply to Student employees are listed on Schedule "C" to this Agreement.
- .6 Part-time, casual, winter seasonal, relief and student employees shall be subject to Article 5 of this Agreement, but shall not be entitled to participation in vacation plans, statutory holidays, sick leave, group insurance, hospital insurance, medical coverage, drug coverage, or any other employee benefit referred to as welfare benefits except to the extent required under Provincial

**14.03 Definition Of Part-Time, Casual, Winter Seasonal, Relief, Student  
And Full-Time Employees (con't)**

Law. A casual employee, winter seasonal employee or a relief employee's participation in a pension plan is subject to the Employer's prevailing policy and the eligibility requirements of the plan.

- .7 A full-time employee shall be an employee which the Employer expects shall work the year-round or has worked twelve (12) consecutive months.

**14.04 Probation For Newly Hired Employees**

- .1 A newly hired full-time employee is on probation for a period of seventy-five (75) consecutive working days from the date of hire. After completion of the probationary period, seniority is effective from the original date of hire.
- .2 A newly hired casual employee must complete a probationary period of thirty (30) working days.
- .3 A casual employee who is appointed to a permanent position shall be entitled to apply the number of days worked as a casual employee against the seventy-five (75) consecutive working day probationary period provided that the work performed as a casual employee was in the permanent classification to which the casual employee is appointed.
- .4 The Employer has the exclusive right to discharge an employee during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the *Human Rights Code*, the *Employment Standards Act, 2000* or other employment related legislation.

**14.05 Loss Of Seniority**

Subject to the aforementioned conditions, an employee shall lose seniority rights and shall be deemed to have automatically severed the employment relationship if the employee:

**14.05 Loss Of Seniority (cont'd)**

- .1 Is discharged for just cause and the discharge is not reversed through the grievance procedure;
- .2 Quits or Resigns and such resignation is not rescinded in writing within 36 hours of the resignation being tendered;
- .3 Is absent from work in excess of three (3) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
- .4 If an employee is laid off and fails to return to work within five (5) working days after being notified by Registered Mail to the employee's last known address on the Employer's records to report for work and does not give a satisfactory reason;
- .5 If an employee overstays a leave of absence granted by the Employer in writing, and does not secure an extension of such leave, unless a reason satisfactory to the Employer is given;
- .6 Accepts a severance allowance under Article 16

**14.06 Promotion Out Of And Return To The Bargaining Unit - Effect Upon Seniority Status**

Notwithstanding Article 14.01, a Union employee promoted to a Management and Supervisory Staff position may accumulate seniority under this Collective Agreement for a period of twenty-four (24) months from the date upon which the employee assumed their new Management position.

In the event such an employee returns to the Bargaining Unit, Union dues shall be paid for each month, up to a maximum of twenty-four (24) months that the employee held the position, and such employee may exercise accumulated seniority in the Bargaining Unit.

**ARTICLE 15 - JOB POSTINGS, PROMOTIONS AND STAFF CHANGES**

**15.01 Job Postings**

- .1 Subject to Article 16.02.7, it is recognized that it is the policy of the Employer to promote from within the ranks of its employees whenever possible. In the event a new job is created, or when a job vacancy is to be filled, the Employer will post notice of such job opening on a minimum of seven (7) bulletin boards for a period of five (5) days, in order that any full-time employee will be able to make application.
- .2 Despite Article 15.01.1, the Employer may hire an applicant from a previous competition for the same classification held during the previous twelve (12) weeks. In this circumstance, there is no requirement to post. However, the Employer will inform the Local President that this provision is being used and will include the position and name of the successful candidate(s).
- .3 A casual employee may apply only if the vacancy is advertised externally.
- .4 No external advertising of a vacancy may be placed until full time employees have been considered.
- .5 No external advertising of a casual vacancy may be placed without Union consent.

**15.02 Employee Changes - Factors To Be Considered**

- .1 A "promotion" occurs when an incumbent moves into a permanent or temporary position with a higher job rate. In a promotion, the incumbent will be placed at the same wage step in the new band as occupied in the former wage band once the incumbent completes a trial period (as defined in Article 15.13) at the rate next lowest to the same wage step. For clarity, an incumbent at the 24 month rate in the former wage band would receive the 12 month rate for the duration of the trial period (as defined in Article 15.13) in the higher rated position, and then move to the 24 month rate in the higher rated position.

**15.02 Employee Changes - Factors To Be Considered (cont'd)**

- .2 A "demotion" occurs when an incumbent posts into a permanent position with a lower job rate. In a demotion, the incumbent receives the rate of pay in the new classification that is next lowest to the incumbent's rate of pay.
- .3 The following factors shall be used to determine promotions, demotions, and transfers for employees in the Bargaining Unit:
  - i) Seniority
  - ii) Knowledge, efficiency and ability to do the work of the job;
  - iii) Physical capabilities;
  - iv) Disciplinary record where applicable;when Factors .3(ii), .3(iii) and .3(iv) are considered equal, Factor .3(i) shall govern.
- .4 If the Employer determines that no applicant is qualified to perform the work of the job immediately, the Employer may fill the vacancy with the senior employee on a developmental basis where practical.
- .5 Where an employee has been appointed to fill a vacancy on a developmental basis, the Employer and the Union will establish a developmental training plan to give the employee an opportunity to qualify within a reasonable period of time. If the required qualifications are not met, the employee will revert to the employee's former position.
- .6 Despite Article 15.02.1, an employee appointed on a developmental basis will receive the greater of the start rate or the next highest rate for the classification and shall continue to receive the start rate until the employee has met the requirements of the training plan, after which Article 15.02.1 shall be applied.

**15.03 Job Postings - Employees To Work On Jobs Assigned To Them**

Employees shall work on jobs assigned to them by the Employer, from time to time, provided that the right to make permanent transfers, shall, subject to Article 15.02, be dealt with in the following manner:

**15.03 Job Postings - Employees To Work On Jobs Assigned To Them (cont'd)**

- .1 Long-term vacancies shall be posted for a period of five (5) days and the posting shall indicate a terminal appointment date within fifteen (15) working days of the end of the posting period. If no suitable candidate applies, the job may be filled by the Employer from among other employees, or by new hirings.
- .2 The posting shall show the classification vacant, the requirements of the job and the wages for it.
- .3 This posting provision shall apply only to the original and the first and second subsequent vacancies. The Employer shall have no obligation to post any further vacancies after the original, first and second subsequent vacancies have been posted. If the applicant does not have the education requirements he must be able to pass such tests as are required by the Employer.

**15.04 Job Postings - Employees May Apply For**

An employee may apply for a posted job as designated on the job postings, setting out in detail the employee's qualifications for the job.

**15.05 Job Postings - Employer To Post Information On The Successful Applicant**

Upon the filling of a posted job, the Employer shall post the name and the seniority status of the successful applicant within five (5) working days of the filling of such vacancy.

**15.06 Job Postings - Employee Not Selected To Receive Reasons Where Requested**

An employee who applied for a vacancy that the Employer proposes to fill with a person with less seniority shall be notified as soon as practical and the Employer will copy the notice to the Union. The unsuccessful applicant may request and

**15.06 Job Postings - Employee Not Selected To Receive Reasons Where Requested (con't)**

shall receive specific reasons why they did not get the job. The response to such request shall be provided in writing within three (3) days.

**15.07 Job Postings - Request For Trial Period**

Upon being notified that the Employer proposes to fill a vacancy with a person with less seniority, the Union may;

- i) within one day of being so notified, or
- ii) within one day of the Employer response under Article 15.06, whichever is later

request that a trial period be given to a senior applicant whom the Employer proposes to by-pass. Only one (1) such written request may be made on each job posting. This request shall name the applicant who wishes the trial period for that particular position. If granted, the Employer shall provide a trial period within three (3) working days of their request. If not granted, the Employer shall provide specific reasons why the trial period was denied.

**15.08 Disabled Worker Provision**

An employee who has been incapacitated at work by injury or compensatable occupational disease, or who, through advancing years, or temporary disablement is unable to perform their regular duties, shall be given preference in employment in other work the employee can do; if such work is available. Prior to returning to work, the employee must provide certification from a legally qualified medical practitioner attesting to the employee's capabilities to perform the Employer's work. Such employee may not displace an employee with more seniority.

**15.09 Notification To The Union - Employee Changes**

The Secretary of the Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls and terminations of employment as they occur, except those presently excluded from the Bargaining Unit.

**15.10 Vacancies - Temporary Filling Of By The Employer**

The Employer shall be free to temporarily fill a vacancy immediately if it sees fit, and no grievance may be filed under Article 15 until the vacancy has gone through the posting procedure as specified in Article 15.03.

**15.11 Vacancies – Term**

**.1 Vacancies - “Long Term” Vacancies Defined**

In this Article, long term vacancies shall mean those of a long-term nature, i.e., more than sixty (60) calendar days such as arise through quits, new jobs, extended illness.

Other than as set out in Article 15.13, all vacancies which the Employer intends to fill shall be posted within ten (10) working days.

**.2 Vacancies - “Short Term” Filling Of By Employer**

“Short term” means a vacancy that is expected to be less than sixty (60) calendar days in duration and which the Employer may fill with or without posting.

**15.12 Vacancies – Unfilled**

**.1 Vacancies - Discussed At Employee Relations Meeting**

Where a vacancy caused by illness, accident or leave of absence of an extended nature of over one (1) month's duration occurs, either party may request the filling of such vacancy be discussed at an Employee Relations Meeting.

**15.12 Vacancies – Unfilled (con't)**

**.2 Vacancies - Remaining Unfilled Where Employee Preparing To Qualify For**

The Employer may give consideration to not filling a position for a period of up to three (3) months where an existing employee is preparing for qualifications.

An extension of a further three (3) months may be granted if an examination has been written, but the results are not known.

**15.13 Vacancies - Trial Period Upon Filling Of**

An employee accepted for a posted job shall be given a trial period of up to sixty (60) days worked with a minimum of fifteen (15) days.

In the event the successful applicant proves unsatisfactory during the trial period, if within fifteen (15) working days of commencing in the new position, the applicant finds the job to be unsatisfactory, the applicant shall revert to their former classification and rate without loss of seniority.

Any other employee promoted or transferred as a result of the rearrangement of jobs, shall be returned to the employee's former classification and rate without loss of seniority.

**15.14 Career Development**

- .1 On an employee's request, an employee and the supervisor may meet at least once a year to review and discuss measures to support an employee's career development.
- .2 Any support described in Article 15.14.1 is non disciplinary and conducted without prejudice or precedent to an employee's employment status or wages.

**ARTICLE 16 - LAYOFFS AND RECALLS**

**16.01 "Days" - Defined**

Throughout this Article 16, "Days" shall not include Saturdays, Sundays, and paid holidays.

**16.02 Layoffs And Recall**

- .1 Both parties recognize that job security shall increase in proportion to the length of service and the right of the public to be served by persons of high competence. Seniority is considered and applied on a bargaining unit wide basis.
- .2 In the event of a layoff, the Employer shall identify the affected position and first layoff any student, casual, winter seasonal, relief or probationary full-time employee in the affected service delivery section (i.e. Roads and Roadside Drainage, Water/Wastewater, Facility Operation and Maintenance Section, Parks and Cemeteries Section, Fleet, etc.)
- .3 In the event there is no student, casual, winter seasonal, relief or probationary full-time employee in the affected service delivery section or there is a need for further layoffs in the affected service delivery section, the Employer shall issue a notice of layoff to the most junior full-time employee in the affected service delivery section. The affected employee shall within ten (10) working days;
  - i) Displace a less senior full-time employee in the bargaining unit provided the senior employee has the qualifications and the ability to do the job in the judgment of the Employer that shall not be exercised in an arbitrary or discriminatory manner, taking into account the accessibility needs of an employee with a disability and the Employer's obligation to accommodate to the point of undue hardship, or;
  - ii) Choose to accept the layoff, or;

**16.02 Layoffs And Recall (cont'd)**

- iii) Elect termination. Should the employee elect termination under this Article, a severance allowance shall be paid in an amount that shall be equal to two (2) weeks' salary for each completed year of service to a maximum of twenty six (26) weeks. Payment shall not be made more than once for the same years of service.

NOTE: If in the application of .3(i) above the Union disagrees with the Employer's determination that an employee is unable to do the required work, such decision shall be subject to challenge and binding resolution through an expedited mediation/arbitration process.

- .4 A full-time employee displacing a junior employee shall be subject to a trial period of four (4) weeks or additional time as mutually agreed upon between the Employer and the Union. If performance is unsatisfactory to the Employer during this period, the employee shall be deemed surplus and shall be laid off. Such decision may be subject to challenge through the grievance procedure.
- .5 If the employee decides to relinquish the job within four (4) weeks from the time the employee started the job, the employee shall again be deemed surplus and shall be laid off.
- .6 A displaced employee shall follow the same process as outlined in this Article.
- .7 Provided the employee has not elected the termination and severance option, an employee who has been laid-off shall have a right of recall for twenty-four (24) months from the date of the layoff. Employees shall be recalled after layoff in reverse order to that in which they were laid off, provided the employee is qualified to perform the available work.
- .8 No new employee will be hired until those laid off that have sufficient ability to perform the work required have been given the opportunity of re-hire. For clarity, where the qualifications for the available work require a specific

**16.02 Layoffs And Recall (cont'd)**

license or certificate the Employer may bypass senior persons on lay off that do not possess the necessary license or certification.

- .9 In the event of a layoff of a regular seniority employee the Employer agrees to continue coverage for all benefit plans for the earlier of a period of twelve (12) weeks or until the laid off employee can attain similar coverage through other employment. For the purpose of this article, benefit plans mean dental, drug, vision care, group life and Ontario Health Insurance.

**16.03.1 Layoffs - Sharing Of Work Where Work Shortage Occurs**

In the event there is a temporary shortage of work that would otherwise trigger a layoff the parties may, by mutual agreement, arrange to share the available work among the staff by reducing the number of working hours. There shall be no reduction in benefit coverage in this circumstance.

**16.03.2 Layoffs - Not To Result From Contracting Out By Employer**

Without restricting its right to determine the methods by which municipal services are to be provided, the Employer agrees that no full-time employee shall be laid-off from work as a direct result of contracting-out present work or services of a kind presently performed by its employees.

**16.04 Employer Amalgamation With Another Municipal Employer**

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

**16.05 Layoffs - Nature Of By Employer**

The Employer shall give a minimum of three (3) weeks written notice of a potential or pending layoff of one week or more. Such notice shall be provided to the Union and any affected full-time employee provided however that such notice of layoff shall not be deemed necessary, if;

- .1 an employee has been recalled after layoff and has worked less than one week, or
- .2 the layoff was planned to apply to the end of a project, or
- .3 the layoff results from the discontinuance of a project due to the weather

**16.06 Layoffs - Casual Employee**

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

**ARTICLE 17 - HOURS OF WORK**

**17.01 Office And Technical**

- .1 In this section, "hourly rate" means the wage rate negotiated between the parties for the applicable classification, as per the Collective Agreement.
- .2 (i) The regular hours of work for all Office and Technical employees except Customer Service are 8:30 a.m. to 5:00 p.m., Monday to Friday, seven and one half (7.5) hours per day, with a one (1) hour unpaid meal period to be scheduled by the Employer during the period 11:00 a.m. to 2:00 p.m.  
  
(ii) The regular hours of work for employees in Customer Service are Monday to Friday, seven and one half (7.5) hours per day, scheduled either 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. with a one (1) hour unpaid meal period to be scheduled by the Employer during the period 11:00 a.m. to 2:30 p.m.

**17.01 Office And Technical (cont'd)**

(iii) Despite Article 17.01.2 (i) of the Collective Agreement, the hours of work for Building Inspector and Senior Building Inspector are either 8:30 a.m. to 5:00 p.m., Monday through Friday or 7:30 a.m. to 4:00 p.m., Monday through Friday for the period of May 1 to October 31.

- .3 Total annual wages will be calculated and paid on the basis of 1950 hours and the applicable hourly rate.
- .4 Overtime will apply for work in excess of seven and one-half (7.5) hours per day and 37.5 hours per week and all work on a scheduled day off in accordance with Article 18. Overtime will be paid in accordance with Article 18 at the applicable hourly rate.
- .5 For the purposes of paid holidays, vacation, paid lieu time and float day, an employee will receive a regular days pay.

**17.02 Infrastructure Services**

Water and Wastewater Division

- .1 The regular, normal hours of work shall consist of four (4) consecutive, ten (10) hour days, with a twenty (20) minute paid meal period to be scheduled by the Employer, between the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday inclusive, with a regularly-scheduled day-off on either Monday or Friday.
- .2 To ensure minimum staffing requirements, The Employer shall schedule the work such that not less than one-third (33%) of the complement is at work on regularly-scheduled days-off, and not less than two-thirds (66%) on all other days.

Roads and Fleet Division

- .3 The regular normal hours of work consist of four (4) consecutive, ten (10) hour days, with a twenty (20) minute paid meal period scheduled by the

**17.02 Infrastructure Services (cont'd)**

Employer, between the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday inclusive, with a regularly-scheduled day-off on either Monday or Friday.

- .4 To ensure minimum staffing requirements, the Employer shall schedule the work such that not less than one-third (33%) of the complement is at work on regularly scheduled days off, and not less than two-thirds (66%) on all other days.

*Operations Clerk*

- .5 The regular, normal hours of work for the classification Operations Clerk are either 8:30 a.m. to 5:00 p.m. or 7:00 a.m. to 3:30 p.m., with a thirty minute unpaid meal period, Monday to Friday.

*Overnight Crew Leader – Winter Operations*

- .6 The period of approximately December 1st to March 31st is deemed winter operations (exact dates are dependent on prevailing winter conditions).

Duties will include those as set-out in the Job Description for Crew Leader, Roads and Roadside Drainage with particular emphasis on winter control including road patrols, monitoring weather conditions and dispatching crews to perform winter control operations. Other duties include but are not limited to night patrols of streetlights, assessing sign reflectivity and attending to small duties/emergencies.

There are two (2) shifts. The hours of the shifts are as follows;

- i. 9:00 pm to 7:00 am, commencing Monday, Tuesday, Wednesday, Thursday evenings
- ii. 6:00 pm to 7:20 am, commencing Friday, Saturday, Sunday evenings

Overtime shall be paid for all hours worked at time and one half on Friday and Saturday and double time on Sunday for Shift i, whereas, overtime shall be paid for all hours worked at time and one half on Monday and Wednesday and double time on Tuesday and Thursday for Shift ii.

**17.02 Infrastructure Services (cont'd)**

Shifts are subject to the shift premiums described in Article 19.05 of the collective agreement.

The Overnight Crew Leader position will be posted in accordance with Article 15 of the collective agreement.

*General*

- .7 Further, the parties agree to the implementation of shifts in Infrastructure Services – Roads and Fleet Division for special, defined projects, the details of which will be negotiated at the time.

Parks and Facilities Division

*Parks and Cemeteries Section*

- .8 i) The regular, normal hours of work consist of four (4) consecutive, ten (10) hour days, with a twenty (20) minute paid meal period to be scheduled by the Employer between the hours of 7:00 a.m. to 5:00 p.m., either Monday to Thursday inclusive or Tuesday to Friday inclusive with a regularly scheduled day-off on either Monday or Friday. To ensure minimum staffing requirements, the Employer shall schedule the work such that not less than one-third (33%) of the complement is at work on regularly-scheduled days-off, and not less than two-thirds (66%) on all other days.
- ii) For the period May 1 to September 15, one (1) casual employee shall work four (4) consecutive, ten (10) hour days with a twenty (20) minute paid meal period to be scheduled by the Employer between the hours of 7:00 a.m. to 5:00 p.m., Friday to Monday inclusive.

Facility Operations and Maintenance Section

- .9 The regular normal hours of work consist of five (5), eight (8) hour days or four (4), ten (10) hour days, forty (40) hours per week with at least forty-eight (48) consecutive hours off.

**17.02 Infrastructure Services (cont'd)**

- .10 An employee who posts to an arena shift shall work on days and times as determined by seniority and posted by the Employer.
- .11 A Facilities employee who temporarily posts to a position in the Parks and Cemeteries Section shall revert to the regular, normal hours of work in Parks and Cemeteries for the duration of the posting.
- .12 The normal hours of work for those employees working in the Facility Operation and Maintenance Section (including the position of Facilities Maintenance Assistant and Facility Crew Leader) will be four (4) consecutive, ten (10) hour days either Monday to Thursday inclusive or Tuesday to Friday inclusive.
- .13 The regular normal hours of work for Administrative Assistant Facilities Management will consist of five (5), eight (8) hour days Monday to Friday, forty (40) hours per week with at least forty-eight (48) consecutive hours off.
- .14 The regular, normal hours of work for Administrative Assistant Facilities Management is 8:30 a.m. to 5:00 p.m., with a thirty-minute unpaid meal period.

**17.03 "Day" - General Definition**

- .1 Each day shall be identified in the ordinary calendar sense, commencing and ending with midnight.
- .2 i) Office And Technical:  
For the purposes of paid holidays, float day, sick leave and vacation, one (1) day shall be seven and one-half (7.5) hours and one (1) week shall be thirty-seven and one-half (37.5) hours and one (1) working year is composed of one thousand nine hundred and fifty (1950) hours.

**17.03 "Day" - General Definition (cont'd)**

ii) Outside – Roads and Fleet Division, Water and Wastewater Division and Parks and Facilities Division

For the purposes of paid Holidays, float day, sick leave and vacation, one (1) day shall be either eight (8) hours or ten (10) hours and one (1) week shall be forty (40) hours and one (1) working year is composed of two thousand eighty (2,080) hours.

iii) Museum and Cultural Services

The regular normal hours of work consist is five (5) consecutive, seven and one-half (7.5) hour days, with a sixty (60) minute unpaid period scheduled by the Employer between the hours of 8:30 a.m. to 5:00 p.m.

- .3 Despite Articles 17.01 and 17.03, the Employer makes compressed work week and flexible work scheduling available as described in Schedule F.

**17.04 "Work Week" - General Definition**

Each week shall be defined as starting 00:01 hour Saturday and ending Friday 24:00 hour.

**17.05 Rest Periods**

- .1 Except when assigned to an arena, an employee has rest periods from the job site of not more than fifteen minutes each, as follows:
- i) Once prior to the meal period and once after the meal period, or
  - ii) Twice during a shift, and
  - iii) Once during every four hours of overtime
- .2 An employee assigned to an arena has rest periods at the work site
- .3 The timing of an employee's rest periods is flexible in order to maintain adequate customer service and meet operational requirements.

**17.06 Inclement Weather**

- .1 There are occasions when severe weather causes the Corporation to close for business or that prevents an employee from reporting to work or arriving on time. This section provides a protocol for the payment of wages in situations of severe weather. This section applies to all Town employees. It applies when;
  - i) the Corporation is closed for business due to severe weather
  - ii) an employee arrives late or fails to report to work due to severe weather
  - iii) an employee arrives at work after the decision has been made to close
  
- .2 The Corporation may, at its discretion, close some of all operations and send employees home due to severe weather. When that happens, an employee sent home receives a full day's pay at the employee's regular rate.
  
- .3 The Corporation may, at its discretion, decide not to commence some or all of its operations at the normal start time due to severe weather. When that happens, employees will be notified by telephone, email, internet and/or the media and advised whether to report for work. An employee who is advised not to report to work receives a full day's pay at the employee's regular rate. There is no change in pay treatment for an employee who is on a regularly schedule day off, lieu day, vacation, sick leave or STD/LTD/WSIB. If the Corporation decides to remain closed beyond the initial day, an employee who is advised not to report to work may request an opportunity to make up the time, if practical, or use accumulated paid leave other than sick leave unless previous arrangements have been made to work from home.
  
- .4 If an employee arrives late or fails to report to work due to severe weather, the supervisor will exercise discretion on an individual, case-by-case basis in determining pay treatment. Considerations include;
  - i) location of the employee's residence in relation to the workplace
  - ii) whether employees from the same area arrived at work and/or on time
  - iii) whether the severe weather was predicted
  - iv) whether travel was impeded by road conditions/road closures
  - iv) whether an alternate means of transportation was available
  - v) any attempts made by the employee to travel to work

**17.06 Inclement Weather (cont'd)**

If there is a loss of pay, an employee may request an opportunity to make up the time, if practical, or use accumulated paid leave other than sick leave.

- .5 If an employee arrives at work after the decision to close for business and if there is a manager or supervisor on site, the employee may be asked to remain at work. If the employee agrees to remain, the supervisor may assign alternate duties. Pay treatment will be at the discretion of the manager but will not be less than the employee's regular rate. If the employee is not asked to remain or chooses not to remain if asked, the employee's pay treatment will be addressed according to section .2 above.
- .6 If the Corporation remains open but severe weather has resulted in a road closure, school or child-care closure, or the suspension of school bus service that directly impacts an employee, the employee may ask the supervisor for permission to leave early. If permission is granted, the employee may request an opportunity to make up the time, if practical, or use accumulated paid leave other than sick leave.
- .7 An employee who is a parent or caregiver for a child impacted by the closure of school or daycare due to severe weather will notify the supervisor and may request an opportunity to make up the time, if practical, or use accumulated paid leave other than sick leave unless previous arrangements have been made to work from home.
- .8 Overtime will apply if an employee who is sent home early or is told not to report to work due to severe weather and is subsequently called in for work outside of the employee's regularly schedule hours.
- .9 In the event of a declared emergency, the rules and procedures for an emergency apply and designated members of the Emergency Control Group must report for work. The Corporation may also require additional employees to attend during an emergency and may make arrangements for their safe transportation to and from the worksite.

**ARTICLE 18 - OVERTIME RATES OF PAY**

**18.01 Overtime Rates Of Pay**

**.1 Employees Working Monday To Friday**

When an employee who normally works straight days with weekends off is authorized in advance by the Supervisor or Department Director to work in excess of the hours set forth in Article 17, the employee shall be paid at the rate of:

**i) Time And One Half**

Time and one-half (1 1/2) the employee's wage rate for all hours worked.

- a) in excess of scheduled hours;
- b) on Saturday;
- c) on the first and third days of scheduled days off.

**ii) Double Time**

Double the employee's regular wage rate for all hours worked:

- a) on Sunday;
- b) after eight (8) hours overtime in the employee's work day, Monday to Friday, the work day being deemed to commence at the beginning of the employee's normal shift;
- c) after eight (8) hours worked on Saturday;
- d) on the second and fourth day of scheduled days off;
- e) all hours worked on a paid holiday.

**.2 Employee Working Shifts**

When an employee who works a shift schedule other than Monday to Friday days is authorized in advance by the Supervisor or Department Director to work in excess of the hours set forth in Article 17, the employee shall be paid at the rate of;

**i) Time and One-half**

Payment is made at one and one-half (1.5) times the employee's regular rate of pay for all hours worked:

- a) in excess of the employee's regularly scheduled workday, and
- b) on the employee's first and third scheduled days off

**18.01 Overtime Rates Of Pay (cont'd)**

ii) Double Time

Payment is made at two times the employee's regular rate of pay for all hours worked:

- a) in excess of eight (8) consecutive hours of overtime on an employee's regular workday, and
- b) in excess of eight (8) hours on the employees first and third scheduled days off, and
- c) on the employee's second and fourth scheduled days off

**.3 Time In Lieu**

Instead of payment for overtime,

- i) An employee may agree to accept an equivalent amount of time off in lieu of payment for authorized overtime worked during the period January 1 to November 30 in each calendar year (i.e., one (1) hour at double time is equal to two (2) hours of time off in lieu). This is known as "lieu time".
- ii) An employee may receive and accumulate up to eighty (80) hours of lieu time during the period January 1 to November 30. An employee must have the supervisor's approval before using lieu time.

There is no carry-over of unused lieu time into the subsequent calendar year without the prior approval of the CAO. Lieu time that is not used or converted to the employee's sick bank or carried-forward is paid-out using the pay rate that applied at the time the overtime was worked.

**.4 Paid Holidays**

This Article applies to an employee who works an arena shift schedule. For the purposes of this Article, "paid holiday" means the designated day according to 20.01. "Deemed holiday" means the day substituted for the statutory holiday according to Articles 20.02 and 20.03. Payment is made as follows:

**.4 Paid Holidays (con't)**

- i) When an employee's shift includes working the paid holiday and not the deemed holiday, the employee receives holiday pay for the paid holiday day and payment at two times the employee's regular rate for all hours worked on the paid holiday and no payment is made for the deemed holiday, or
- ii) When an employee's shift does not include working the paid holiday and includes working the deemed holiday, payment is made on the deemed holiday at the employee's regular rate and the employee receives a day off in lieu of the paid holiday, or
- iii) When an employee's shift includes working the paid holiday and working the deemed holiday, the employee receives holiday pay for the paid holiday day and payment at two times the employee's regular rate for all hours worked on the paid holiday and payment is made at the employee's regular rate for all hours worked on the deemed holiday

**18.02 Outside Works Operations And Office And Technical**

**.1 Call-In Pay**

An employee who is called in outside the employee's standard hours other than for scheduled overtime work and who has left the Employer's premises, shall be paid a minimum of four (4) hours at the appropriate overtime rate for all hours worked. Scheduled overtime shall include overtime that has been scheduled at least twelve (12) hours prior to the commencement of the overtime work.

**.2 On-Call Outside And Office And Technical**

A designated Infrastructure Services employee or Fire Inspector who is on-call is paid a minimum of two (2) hours at the regular rate for each weekday, Monday to Friday, and a minimum of four (4) hours at the regular rate for each of Saturday, Sunday and Paid Holiday when scheduled to be on-call.

**.3 On-Call – Crew Leader/Parks Technician – Overtime**

A Lead Hand, while on-call, shall receive the applicable overtime rate of pay for all time worked in response to any call.

**18.03 Office And Technical Only**

**Meal Allowance**

An employee required to work more than two (2) hours overtime over a regular meal time shall be provided with a meal allowance of ten (\$10.00) dollars.

**18.04 Office And Technical And Infrastructure Services**

**.1 Where Employee Performing In Higher-Rated Position**

An employee required to perform the duties of a higher-rated position for a minimum of one (1) hour in any working day shall be paid the higher rate for the time so occupied.

A permanent employee required temporarily to perform the duties of a lower rated position shall continue to receive their normal rate of pay.

**.2 Higher Rated Position Not Covered By This Agreement**

An employee required to perform the duties of a higher paid classification not covered by this Agreement, for a minimum of four (4) hours in any working day, shall receive the wage rate for the higher classification which is next higher to the employee's regular rate.

**.3 Overtime – Distribution**

- i) An employee is expected to be available for overtime, if and as required, subject to the following and provided that in performing the overtime, the employee would not exceed the legislated maximum allowable hours of

**.3 Overtime – Distribution (cont'd)**

work. The employee will give the Employer one, primary telephone number for the purposes of distributing overtime opportunities.

- ii) Overtime is distributed equitably by contacting employees with the fewest accumulated hours of overtime worked in the following order:
  - a) The first to be called-in is any qualified permanent full-time employee whose usual position is in the affected service delivery section (i.e. Roads and Roadside Drainage, Water/Wastewater, Facility Operation and Maintenance Section, Parks and Cemeteries Section, Fleet, etc.) and who normally performs the work. Employees are called in order of those with the fewest overtime hours.
  - b) The next to be called-in is any qualified employee whose usual position is in the affected service delivery section and who normally performs the work. They are called in the same order as (a) above.
  - c) The next to be called-in is any employee who is qualified, capable and willing to perform the work. They are called in the same order as (a) above.
  - d) The next to be called-in is any employee who is on vacation or other approved leave, but who is available for overtime and who is qualified, capable and willing to perform the work. For the purposes of distribution, it is not considered overtime worked if an employee who is on vacation or other approved leave declines the overtime. An employee is considered to be on vacation from 12:01 a.m. on the first vacation day until 11:59 p.m. on the last vacation day.
- iii) The supervisor determines if an employee is qualified to perform the work and determines work assignments. Overtime worked by employees described in (ii)(c) above is added to the employees' accumulated hours of overtime worked.
- iv) An acting duty supervisor's stand-by hours are not included in accumulated hours of overtime worked. Overtime hours actually worked

**.3 Overtime – Distribution (cont'd)**

by an acting duty supervisor are added to their accumulated hours of overtime worked.

- v) If an employee described in (ii)(c) above is working overtime and there is a requirement for overtime in the employee's regular service delivery section, the respective on-call supervisors determine the employee's assignment.
- vi) If the Employer calls an employee on the primary telephone number and the employee takes the call and declines the assignment, it is considered as overtime worked for the purposes of distribution.
- vii) If the Employer calls an employee on the primary telephone number and the employee is not available to take the call and does not work the assignment, it is not considered as overtime worked for the purposes of distribution.
- viii) When an employee works overtime while temporarily upgraded to a position not in the Bargaining Unit, it is overtime worked for the purposes of distribution.

**.4 Overtime As Continuation Of Workday**

Notwithstanding the general requirement to ensure the equitable distribution of overtime to the extent practical, the following applies to overtime worked as a continuation of the workday;

- i) Provided the work in question started more than two hours prior to the end of a regular shift, and provided the work could normally be completed within two hours after the shift should have ended, and subject to hours of work regulations, the employee (regardless of status) performing that work shall have first option to continue that work on overtime.

**.4 Overtime As Continuation Of Workday (cont'd)**

- ii) Such circumstances shall not trigger a grievance on equitable distribution provided reasonable efforts are made to reestablish equitable distribution as soon as possible thereafter.

**ARTICLE 19 - WAGE RATES**

**19.01 Establishment Of - Per Attached Schedule**

The Employer and the Union agree the rates shall be paid in accordance with the following schedules attached to and forming part of this Agreement:

Schedule "A" - Hourly Rates of Pay and Classifications

Schedule "A1" - Rates for Grandparented Incumbents

Schedule "B" - Salary Notes

The Employer may on an individual, case by case basis, accelerate the rate of pay for a classification included in Schedule A to assist the Employer in attracting and retaining employees in Bargaining Unit positions. Any such increase will be within the band of the subject classification. The Employer will inform the Union in writing when there is such an acceleration in the rate of pay.

**19.02 Elimination Of Classifications - Union Agreement Required**

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

**19.03 Change Of Duties And Rates Of Pay**

- .1 When the duties or volume of work in any classification are changed or increased in other than a minor way (other than temporarily) or when the Union and/or an employee feels the employee's position is unfairly or

**19.03 Change Of Duties And Rates Of Pay (cont'd)**

incorrectly classified, or when a position not covered in Schedule "A" or "A1" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The classification will be evaluated according to the parties' gender-neutral job evaluation system and placed in the wage administration plan based on the principles of equity and market competitiveness.

- .2 If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration at Step II of the grievance procedure herein. The new rate shall be retroactive to the time the position was first filled by an employee.

**19.04 Pay Day**

Employees shall be paid on a bi-weekly pay period, every second Friday, no later than 12:00 p.m. (noon) and no earlier than 3:00 p.m. Thursday in a pay week, unless a paid holiday falls on Friday, in which case the employee shall be paid one (1) day earlier.

**19.05 Shift Premium**

- .1 An employee on a shift other than day shift as provided in Article 17 receives a premium of:
  - i) Seventy-five cents (\$0.75) for each hour worked on a shift starting on or after 9:00 a.m., but before 6:00 p.m.
  - ii) Eighty-five cents (\$0.85) for each hour worked on a shift starting on or after 6:00 p.m., but before 4:00 a.m. any day of the week.
  - iii) Seventy-five cents (\$0.75) for all hours worked on Saturday and Sunday that are not included in (ii) above.

**ARTICLE 20 - PAID HOLIDAYS**

**20.01 Entitlement**

The following holidays shall be observed with pay to all employees plus any holiday proclaimed by the Federal, Provincial or Municipal Governments:

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

When any of the above holidays falls on an employee's day off, the employee shall be given another day off with pay at a time mutually agreed to by the parties.

**20.02 Holidays Falling On A Saturday**

When any of the above-noted holidays falls on a Saturday, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

**20.03 Holidays Falling On A Sunday**

When any of the above-noted holidays falls on a Sunday, the following Monday (or Tuesday, where the preceding Article already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

**20.04 Holidays - Employee Qualification For**

An employee must work their last regular scheduled work day before and their regular scheduled work day after a paid holiday in order to qualify for the holiday pay unless the employee produces a medical certificate establishing that the absence was due to illness or the employee is excused in writing by the Department Director. This qualification shall not apply where the holiday is included in the employee's regular vacation period.

**The Corporation of the Town of Fort Erie  
Collective Agreement - 2021-2024**

---

**20.05 Float Day**

A full-time employee receives one day of paid leave (float day) per calendar year. An employee needs the Employer's approval before using the float day.

**20.06 Duty To Accommodate**

The Employer and the Union share a duty to accommodate an employee's request for leave including paid leave, for religious holy days, unless granting the request results in undue hardship.

**ARTICLE 21 – VACATIONS**

**21.01 Entitlement**

.1 Employees shall receive an annual vacation with pay in accordance with credited service and gross annual earnings prior to the commencement of the vacation period as follows:

<u>Years of Service</u>	<u>Vacation</u>	<u>% Gross Annual Earnings</u>
Up to 1 Year	1.25 days per month with pay up to maximum of 15	6%
1 Year but less than 8 Years	3 Weeks	6%
8 Years but less than 14 Years	4 Weeks	8%
14 Years but less than 24 Years	5 Weeks	10%
24 Years to 30 Years	6 Weeks	12%

After 30 years, an employee receives six (6) weeks vacation plus one vacation day for each additional completed year of service to a maximum of five (5) additional days (with corresponding %)

.2 Vacation with pay shall be calculated according to the employee's regular hourly rate. A vacation "week" is equivalent to the number of hours in the employee's regular work week as described in Article 17. A vacation "day" is equivalent to the number of hours in the employee's regular work day as described in Article 17.

**21.01 Entitlement (cont'd)**

- .3 Vacation pay and entitlement shall be determined by the greater of:
  - i) The appropriate percentage of gross annual earnings for time worked, including overtime hours, in the vacation year ending December 31; or
  - ii) The employee's total number of paid weeks of work as at December 31 multiplied by the percentage of gross earnings appropriate to years of service.

**21.02 Vacation Period And General Provisions**

- .1 Vacations shall be taken from January 1st to December 31st in each year in accordance with the applicable policy(ies) of the Employer.
- .2 A vacation planner shall be kept by each Department Director with respect to the employees under their supervision.
- .3 Employee's selection of vacation periods and/or dates shall be undertaken and completed strictly on the basis of comparative seniority, calculated as at December 31 in the current calendar year.
- .4 Minimum staffing requirements shall at all times be decided by the appropriate Department Director.
- .5 If a paid holiday is observed during an employee's vacation such employee shall be given another day's vacation with pay or wages in lieu thereof.
- .6 An employee must have the supervisor's written approval before using vacation. Vacation requests will be responded to as quickly as possible. Such approval will not be unreasonably withheld subject to the provisions of this article.

**21.03 Vacation Entitlement - Accumulation Of**

With the prior approval of the Chief Administrative Officer (or designate), expressed in writing, an employee's vacation entitlement, or any portion thereof, may be carried over for utilization in the succeeding calendar year.

**21.04 Vacation Entitlement - Disposition Of In Case Of Employee's Death**

In the case of death, full accumulated vacation entitlement shall be paid in cash to the beneficiary as stated in writing.

**21.05 Vacation Entitlement - Recovery Of Overpayment By Employer**

The Employer shall be entitled to recover any vacation overpayment from monies owing by the Employer to an employee, where such employee has taken their vacation prior to December 31 and subsequently has had their employment severed or severs their employment with the Employer prior to December 31. The above shall not apply in the case of a death of employee or where an employee retires.

**21.06 No Pyramiding Of Vacation Benefit**

There shall be no pyramiding of the vacation benefit or any other benefit provided in this Agreement.

**21.07 Vacation Pay Adjustment**

On an annual basis, the Employer provides a vacation pay adjustment to compensate eligible employees for any changes in wage rate (temporary and permanent), overtime, retroactive pay and other earnings that may impact the employee's vacation pay. For the purposes of this adjustment, "earnings" do not include paid holidays, float day, any paid leave, vacation pay previously paid or sick leave.

**ARTICLE 22 - SICK LEAVE PROVISIONS**

There are three (3) components to the Income Protection Plan, namely:

- i) Sick Leave Credit Gratuities;
- ii) W. I. - Weekly Indemnity Protection (purchased from an Insurance Carrier);
- iii) L.T.D. - Long Term Disability Protection (purchased from an Insurance Carrier);

**22.01 Sick Leave Credit Gratuities**

Sick Leave Credit Gratuities shall be in accordance with Schedule "D" attached to and forming part of this Agreement.

**22.02 W.I. - Weekly Indemnity Protection**

On completion of the probationary period, an employee shall be entitled to the Short-Term Income Protection Weekly Indemnity Plan. The Weekly Indemnity Plan is based on a 1-1-4-26; first-day accident; first-day hospitalization; fourth-day illness; twenty-six (26) week duration plan, with coverage for seventy-five (75%) per cent of weekly earnings.

**22.03 L.T.D. - Long-Term Disability**

Refer to the provisions under Article 24.05.

**ARTICLE 23 - LEAVE OF ABSENCE**

**23.01 Union Business**

Leave of Absence without pay shall be granted to a duly appointed delegate of the Union, where three (3) days notice of such leave of absence is given to the Employer by an official notification from the Secretary of the Union.

**23.02 Jury Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in court. The Employer shall pay such an employee the difference between the employee's normal earnings and payment the employee receives for jury service or court witness, excluding payment for travelling, meals or other expenses

The employee shall present proof of service and the amount of pay received. The Employer shall continue to pay the employee their normal pay during the period of jury duty.

**23.03 General Leave - Without Pay**

The Employer may grant to employees, leave of absence without pay, for satisfactory reasons. Requests for leave of absence shall be in writing and shall be submitted in advance of the commencement of leave unless circumstances make it impossible to do so.

Leave taken without the approval of the Employer, regardless whether notification for such leave is given by the employee to the Employer or not, and regardless whether the request for such approval is made to the Employer or not shall be considered as unauthorized leave of absence.

**23.04 Paid Bereavement Leave**

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a spouse, same sex partner, son, daughter, step-child, parent, step-parent, parent-in-law, sibling, or grandchild.

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a grandparent, legal guardian or ward, the spouse of the employee's sibling, any other relative residing in the employees household not already identified or any person for whom the employee was providing primary care or support. Other

**23.04 Paid Bereavement Leave (cont'd)**

special instances where leave of absence with pay may be appropriate will be considered by the CAO.

An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of the death of a step sibling.

**23.05 Limit Of Leave - Other Relatives Bereavement**

An employee shall receive one (1) regularly scheduled work day of paid leave in the case of the death of the employee's aunt, uncle, niece, nephew or the employee's spouse's sibling or their spouse or the spouse's grandparent.

**23.06 Bereavement Leave May Be Extended For Travel**

Where the employee is entitled to leave under this Article and the rites occur more than 240 km from the boundaries of Fort Erie and the employee attends the rites, the manager may approve additional paid leave for reasonable travel time.

Where the rites are to take place outside of the initial period of bereavement the employee may save one or more days received under Article 23.04 to attend. For the purposes of this Article, "rites" includes funeral services, interments, memorial services, observances or celebrations of life.

**23.07 Limit Of Leave - Where Unable To Attend Funeral Of Spouse, Child, Father Or Mother**

An employee who can show proof of death of the employee's spouse, child, father or mother, but because of distance or any other reason is unable to attend the funeral, shall be granted one (1) day's leave of absence with pay.

**23.08 Limit Of Leave - Pallbearers And Union Executives Attending Employee's Funeral**

On application, in writing, to the immediate Supervisor at least twenty-four (24) hours in advance, the Employer may approve a leave of absence not to exceed four (4) hours with pay.

- .1 For an employee to attend a funeral as a pallbearer.
- .2 For two (2) of the Union Executives to attend the funeral of a deceased employee.

**23.09 Pregnancy And Parental Leave**

Maternity, parental and adoptive leave shall be granted in accordance with the provisions of the *Employment Standards Act, 2000*. A special extension to such leave of absence of up to three (3) additional months may be obtained due to such pregnancy, when recommended and certified by a legally qualified medical practitioner. Vacation time will not be pro-rated while on leave.

**23.10 Continuation Of Benefit Plans During Pregnancy Or Parental Leave**

During a full-time employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions to maintain continued coverage under the group benefit provisions of the contract pursuant the *Employment Standards Act, 2000*.

**23.11 Legislated Emergency Leave**

An eligible employee may take unpaid Emergency Leave according to the provisions of the *Employment Standards Act, 2000* or similar successor legislation.

**23.12 Legislated Family Leave**

An eligible employee may take unpaid Family Medical Leave according to the provisions of the *Employment Standards Act, 2000* or similar successor legislation.

**23.13 Religious/Cultural Leave**

An employee may request the use of paid leave to attend cultural holidays or ceremonies. This kind of request is typically granted, unless the Employer has reasonable grounds to refuse.

**ARTICLE 24 - EMPLOYEE BENEFIT PLANS**

**24.01 Pension Plan (OMERS) And Benefits On Early Retirement**

- .1 In addition to the Canada Pension Plan, every employee joins the Ontario Municipal Employees Retirement System (OMERS). The Employer and the employee make contributions according to the provisions of the Plans.
- .2 An employee who has ten years of continuous service with the Employer and who elects to retire with an unreduced pension may prior to the retirement date elect to continue the extended health benefits as described in Article 24.03.1 that are provided by the Employer at the time of retirement (excluding dental) up to age 65, subject to the prevailing terms and conditions of the benefits contract.
- .3 The retiree and the Employer will each pay one half of the cost of continuing the benefits described in .2, including premiums and taxes. The retiree portion is paid monthly.

**24.02 Employer Contributions To Hospital And Life Insurance**

The Employer agrees to pay the cost of the following plans:

- .1 Ontario Health Insurance Plan (O.H.I.P.) - Remitted by the Employer Health Tax (E.H.T.)

**24.02 Employer Contributions To Hospital And Life Insurance (cont'd)**

- .2 Life Insurance - One and one half (1.5) times an employees annual earnings with a minimum of Sixteen Thousand (\$16,000.00) dollars plus A.D.&D. Double Indemnity Benefits payable at all times.

**24.03 Group Medical Insurance**

- .1 The Employer will contribute one hundred (100) per cent towards the cost of Group Medical Insurance, the details of the plan, are listed in the following Table One.
- .2 Unless otherwise indicated in the table, the above coverage shall apply to
  - i) an unmarried child under 21 years of age, or
  - ii) an unmarried child 21 years of age but under 25 years of age provided the child is a full-time student attending an education institution recognized by the Canada Revenue Agency, and is entirely dependent on the employee for financial support.
- .3 For the purposes of Article 24.03.2, a child includes the natural and adopted child;
  - i) of the employee and the employee's spouse by marriage, or
  - ii) of the employee and the employee's spouse under any other formal union recognized by law, or
  - iii) of the employee's partner or spouse
- .4 An employee may only cover one spouse at a time. For the purposes of eligibility under the Group Medical Insurance, "spouse" means;
  - i) the employee's spouse by marriage, or
  - ii) the employee's spouse under any other formal union recognized by law, or
  - iii) the employee's partner
- .5 Only one person may be listed as "spouse" in order to be covered by the Group Medical Insurance at any one time. Changes to the person listed as "spouse" can only be made once every six (6) months.

GO TO TABLE ONE

The Corporation of the Town of Fort Erie  
Collective Agreement - 2021-2024

---

TABLE ONE

<b>GENERAL DESCRIPTION</b>
<p style="text-align: center;"><b><u>Extended Health</u></b></p> <ul style="list-style-type: none"><li>• Drugs and medicines (generic substitution): Deductible of \$2.00 for each prescription and refill</li><li>• Semi-private hospitalization</li><li>• Emergency services, including ambulance services</li><li>• Nursing care and services</li><li>• Medical appliances, supplies and equipment</li><li>• One pair of orthopedic shoes, up to \$600 per pair, per person, per year and one pair of orthotic inserts up to \$600 per pair, per person, per year, OR; two pairs of orthopedic shoes, up to \$600 per pair, per person, per year, OR; two pairs of orthotic inserts up to \$600 per pair, per person, per year</li><li>• Paramedical services (i.e. massage therapist; speech therapist; physiotherapist; psychologist; osteopath; chiropractor; podiatrist; chiropodist): Combined allocation of \$1,000/yr single and \$3,000/yr family per year</li><li>• Contact lenses, eyeglasses or laser eye correction surgery: \$400 per person every 24 months</li><li>• Eye exam: \$125.00 per person every 24 months</li><li>• Hearing aids: Lifetime maximum of \$1,000.00</li><li>• Radium therapy</li><li>• Blood products</li><li>• Accidental dental coverage</li></ul>
<p style="text-align: center;"><b><u>Emergency Travel Assistance</u></b></p> <ul style="list-style-type: none"><li>• Assistance in the event of a medical emergency out of province</li></ul>
<p style="text-align: center;"><b><u>Dental Care (subject to one-year lag in ODA Schedule of Fees)</u></b></p> <ul style="list-style-type: none"><li>• Preventative dental procedures including 1 recall examination every 6 months for any person under 18 years of age and 1 recall examination every 9 months for any person 18 years of age and older</li><li>• Basic dental procedures</li><li>• Major restorative services: \$1500 per person, per year, 50/50 cost share</li><li>• Orthodontic services: \$2000 lifetime per person under 18 years, 50/50 cost share</li></ul>

**24.04 Weekly Indemnity**

The Employer agrees to pay the full cost of the weekly indemnity plan.

**24.05 Long Term Disability**

The parties agree to continue the long term disability plan currently in effect. Seventy-five (75%) percent of the premiums of such plan to be paid by the Employer, and twenty-five (25%) per cent of the said premiums to be paid by the employee.

The main provisions of the long term disability plan shall continue to include:

- .1 Seventy-five (75%) per cent of the employee's normal monthly earnings, to a maximum of Two thousand, Five hundred (\$2,500.00) Dollars until age sixty-five (65).
- .2 The plan to be own occupation first two (2) years to commence after expiration of sick leave credits, or after six (6) months, which ever occurs later.

**24.06 Employees Beyond Age 65**

- .1 An employee who remains employed full-time beyond age 65 receives benefit coverage as described in Table One, except;
  - i) the Ontario Drug Benefit plan is the first payer for drugs and medicines, and
  - ii) OHIP is the first payer for eye exams
  - iii) weekly indemnity, long term disability and life insurance terminate at age 65
- .2 The coverage described in subsection .1 continues to retirement or age 69, whichever occurs first.

**24.07 Change Of Insurance Carriers By Employer**

The Employer may change the carrier of any benefit plan, provided the benefits are equivalent to or better than those being replaced. The Union will be notified in writing prior to any change in benefit carrier.

**24.08 Joint Employee Benefits Subcommittee**

A Joint Employee Benefits Subcommittee, to include two (2) Union employees, remains in operation. The purpose of the Subcommittee is to consider greater cost-benefit outcomes, foster communication and understanding between the parties and among employees on the cost, funding, usage and trends relating to the group benefits plan. The Subcommittee operates according to Terms of Reference adopted by the Subcommittee.

**ARTICLE 25 - TECHNOLOGICAL CHANGE**

**25.01 Notice To Union By Employer**

- .1 Without restricting its right to determine the methods by which municipal services are provided, the Employer agrees that no employee shall be laid off or have their employment terminated as a result of technological change in methods.
- .2 The Employer shall give the Union ninety (90) days advance notice of any planned technological changes in methods which would affect wage rates or working conditions.
- .3 The Employer shall, if requested, discuss such changes with the Union within fifteen (15) days of the requested information with respect to the proposed changes and its effects shall be made available to the Union at this time.

**25.02 Employee Re-Training And/Or Study Courses**

In the event that the Employer 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 shall be warranted where practicable.

The Employer shall reimburse such employee who successfully concludes any such required training or study course for the cost of tuition and text books.

**ARTICLE 26 - SAFETY AND PROTECTIVE CLOTHING AND ALLOWANCES**

**26.01 Safety Footwear Allowance**

- .1 In the first (1st) week of May in each year, the Employer shall make an annual payment of one hundred and fifty dollars (\$150.00) without proof of purchase or up to two hundred and fifty dollars (\$250.00) with proof of purchase for the purchase of C.S.A. approved safety footwear, to each full-time employee who is required by the Employer to wear such safety footwear, provided the employee has not, prior to May 1, submitted notice of intent to resign or retire during the calendar year. The parties hereto agree that any employee who is required by the Employer to wear safety footwear and other safety equipment while on the job and is found on the job without such safety footwear or safety equipment shall be subject to immediate discipline in accordance with applicable policies of the Employer.
- .2 The Employer shall supply and replace, at its expense rubber safety footwear and liners, to each full-time employee who is required by the Employer to wear same while at work. As a condition of receiving new rubber boots, the employee must surrender the boots being replaced.

**26.02 Tool Allowance**

The Employer agrees in the first (1<sup>st</sup>) week of May in each year, to pay its licensed mechanics an annual tool allowance of four hundred dollars (\$400.00) without proof of purchase or up to five hundred dollars (\$500) with proof of

**26.02 Tool Allowance (cont'd)**

purchase provided the employee has not, prior to May 1, submitted notice of intent to resign or retire during the calendar year.

Any tools which require replacement due to the introduction of the metric system shall be purchased by the Employer and shall remain the property of the Employer.

**26.03 Protective Clothing**

The Employer agrees to provide all eligible full time employees (Water/Wastewater, Roads and Fleet, Parks and Facilities) whose home classification is within the Infrastructure Division and Survey Technician/Technologist,

- .1 Four (4) high visibility long or short sleeve shirts,
- .2 Three (3) coveralls,
- .3 Three (3) winter garments

When these items or reflective properties are worn out, no longer reflective as approved by the Supervisor garments are to be returned to Employer in exchange for new. New items have been purchased in 2020 and the additional balance will be purchased in 2021.

Except for safety footwear and in addition to the aforementioned, the Employer provides appropriate protective clothing and equipment and replacements as circumstances warrant.

**26.04 Amount Of And Conditions Of Payment**

When requested by the Employer and authorized by the Department Director to use their personal car for the Employer's business, on a casual basis, employees who do so shall be paid at the rate which is currently set by the Council and paid to all employees.

**26.05 Approval Of And Payment Processing**

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

**26.06 Health And Safety Committee**

A Joint Health and Safety Committee comprised of an equal number of Union and Employer representatives (minimum of three (3) Union members as selected by the Union and three (3) Employer members as appointed by the Employer) shall be established. The Employer and Union representatives shall each name a Co-Chair for their respective side.

The Joint Health and Safety Committee as a group, the Co-Chairs and each of the Committee members as individuals shall carry out the respective duties and responsibilities as outlined in the *Occupational Health and Safety Act* and its Regulations. At least one member from the Union and one member from Management shall be trained as certified members.

The Committee shall hold meetings as mutually agreed for considering, monitoring, investigating, reviewing and recommending improvements to health and safety conditions and practices. The Committee shall also ensure workplace inspections are carried out. Minutes shall be taken at all meetings and once approved by the Committee Co-Chairs; copies shall be sent to the Employer and the Union and posted in each workplace.

The parties agree to abide by the *Occupational Health and Safety Act* and its Regulations and eliminate workplace hazards and to promote safe and healthy work practices.

**26.07 Compensation - Health And Safety**

Union representatives of the Health and Safety Committee shall be paid for time spent in Health and Safety Committee Meetings during their regularly scheduled hours.

**ARTICLE 27 - TERM OF AGREEMENT**

**27.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 2021, to December 31, 2024 and thereafter shall be renewed automatically from year to year unless either party shall furnish the other with notice of the termination or proposed revision of or addition to this Agreement not more than ninety (90) days and not less than fourteen (14) days prior to December 31<sup>st</sup> of the expiry year, or any year thereafter.

**27.02 Notice To Negotiate - Continuance Of Current Provisions**

In such event any negotiations on such proposals, revisions and/or additions shall take place within thirty (30) days of such notice. All provisions not so terminated or proposed to be revised or added to shall continue in force and effect.

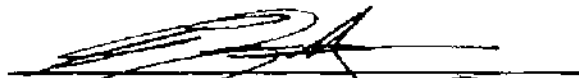
**27.03 Copies Of Agreement**

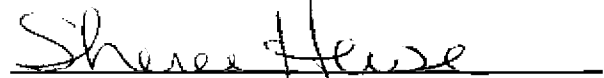
Within sixty (60) days after the execution of this Agreement by both parties, the Employer agrees to provide one (1) copy of the Agreement to each member of the Union in its employ and shall provide ten (10) copies of the Agreement to the Secretary of the Union Local.


DATED AT FORT ERIE THIS                      DAY OF                      2020.

The Corporation of the Town of Fort  
Erie

Canadian Union of Public Employees  
and its Local #714

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President, Local #714

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
National Representative

**SCHEDULE "A"**  
**HOURLY RATES OF PAY**

Band	Points	Job Classification	2021			2022			2023			2024		
			Start	12 month	24 month	Start	12 month	24 month	Start	12 month	24 month	Start	12 month	24 month
1	240-264	Admin Assistant, Gaming Admin Assistant, Engineering Services Roads Operator I	25.27	25.82	26.60	25.65	26.21	27.00	26.10	26.67	27.47	26.56	27.13	27.95
2	265-289	Infrastructure Admin Clerk, Roads and Fleet Admin Assistant, Inspections and Permits Admin Clerk, Fire Services	26.05	26.57	27.42	26.44	26.97	27.83	26.90	27.44	28.32	27.38	27.92	28.81
3	290-314	Accounts Payable Clerk Admin Assistant, Development Services Admin Assistant, Fire Services Customer Service Agent Operations Clerk Recreation Employee Revenue Clerk, Tax Revenue Clerk, Water/Wastewater Roads Operator II	26.55	27.13	27.96	26.95	27.54	28.38	27.42	28.02	28.88	27.90	28.51	29.38
4	315-339	Admin Assistant, Facilities Management Cemetery Employee Infrastructure Accounting Clerk Purchasing and Finance Clerk Records Management Assistant Roads Operator III	27.59	28.17	29.03	28.00	28.59	29.46	28.49	29.09	29.98	28.99	29.60	30.51

**SCHEDULE "A" (cont'd)**  
**HOURLY RATES OF PAY**

Band	Points	Job Classification	2021			2022			2023			2024		
			Start	12 months	24 months	Start	12 months	24 months	Start	12 months	24 months	Start	12 months	24 months
5	340-364	Accounting Analyst												
		Crew Leader, Beaches												
		Engineering Designer/Drafter	28.61	29.23	30.15	29.04	29.67	30.60	29.55	30.19	31.14	30.06	30.72	31.68
		Fire Prevention Inspector												
		Senior Revenue Clerk, Tax Senior Revenue Clerk, Water/Wastewater												
6	365-389	Building/Plumbing Inspector												
		Fire Prevention Inspector/Public Education												
		Parks Technician, Horticulture	29.67	30.29	31.24	30.12	30.74	31.71	30.64	31.28	32.27	31.18	31.83	32.83
		Water/Wastewater Operator I (OIT-I/I-I/II) Water/Wastewater Technician												
7	390-414	Curator Exhibits, Marketing and Programming												
		Infrastructure Technician/Technologist												
		Survey Technician/Technologist	30.50	31.13	32.08	30.96	31.60	32.56	31.50	32.15	33.13	32.05	32.71	33.71
		Water Meter Technician Water/Wastewater Operator II (OIT-II-I/II)												
8	415-439	Crew Leader Roads & Stormwater Services												
		Extraneous Flow												
		Fire Prevention Officer	31.44	32.07	33.09	31.91	32.55	33.59	32.47	33.12	34.17	33.03	33.70	34.77
		Parks Technician, Arboriculture Parks Technician, Cemeteries												
9	440-464	Facilities Maintenance Assistant												
		Licensed Mechanic, Roads and Fleet												
		Licensed Mechanic, Fire Senior Building Inspector	32.19	32.88	33.86	32.67	33.37	34.37	33.24	33.96	34.97	33.83	34.55	35.58

**SCHEDULE "A" (cont'd)**  
**HOURLY RATES OF PAY**

Band	Points	Job Classification	2021			2022			2023			2024		
			Start	12 months	24 months	Start	12 months	24 months	Start	12 months	24 months	Start	12 months	24 months
10	465-489	Crew Leader, Facilities Crew Leader, Water/Wastewater Senior Fire Prevention Officer	32.90	33.58	34.61	33.39	34.08	35.13	33.98	34.68	35.74	34.57	35.29	36.37

**SCHEDULE "A-1"**  
**HOURLY RATES OF PAY FOR GRANDPARENTED CLASSIFICATIONS**

Incumbent Class	2021			2022			2023			2024		
	Start	12 month	24 month	Start	12 month	24 month	Start	12 month	24 month	Start	12 month	24 month
Admin Assistant, Gaming	26.04	26.58	27.42	26.43	26.98	27.83	26.89	27.45	28.32	27.36	27.93	28.81
Admin Assistant, Engineering Services	26.04	26.57	27.42	26.43	26.97	27.83	26.89	27.44	28.32	27.37	27.92	28.81
Infrastructure Admin Clerk, Roads and Fleet	27.59	28.17	29.03	28.00	28.59	29.47	28.49	29.09	29.98	28.99	29.60	30.51
Cemetery Employee	28.61	29.23	30.15	29.04	29.67	30.60	29.55	30.19	31.14	30.06	30.72	31.68
Crew Leader, Beaches	30.50	31.13	32.08	30.96	31.60	32.56	31.50	32.15	33.13	32.05	32.71	33.71
Parks Technician, Cemeteries	32.19	32.88	33.86	32.67	33.37	34.37	33.24	33.96	34.97	33.83	34.55	35.58
Parks Technician, Horticulture	30.50	31.13	32.08	30.96	31.60	32.56	31.50	32.15	33.13	32.05	32.71	33.71
Recreation Employee	27.59	28.17	29.03	28.00	28.59	29.47	28.49	29.09	29.98	28.99	29.60	30.51
Roads Operator III	28.61	29.23	30.15	29.04	29.67	30.60	29.55	30.19	31.14	30.06	30.72	31.68

**SCHEDULE "B"**

**Note 1**

**Heavy Equipment Operator - Roads:** Operates infrastructure equipment and vehicles, such as backhoe; roadside mower; trucks with winter control attachments; trackless; bobcat; grade-all; 3 cu yd loader; welder; jackhammer/compressor operator.

**Equipment Operator - Roads:** Operates infrastructure equipment and vehicles not described under Heavy Equipment Operator. Examples include brush chipper; front-end loader.

**Note 2**

**Market Sensitive Classifications**

Classification	2021			2022			2023			2024		
	Start	12 month	24 month	Start	12 month	24 month	Start	12 month	24 month	Start	12 month	24 month
Engineering Designer/Drafter	29.92	30.54	31.51	30.37	31.00	31.98	30.90	31.54	32.54	31.44	32.09	33.11
Building/Plumbing Inspector	34.99	35.73	36.83	35.51	36.27	37.38	36.14	36.90	38.04	36.77	37.55	38.71
Fire Prevention Inspector	36.79	37.58	38.74	37.35	38.14	39.32	38.00	38.81	40.01	38.67	39.49	40.71
Senior Building Inspector	37.09	37.86	39.04	37.65	38.43	39.62	38.30	39.10	40.32	38.97	39.78	41.02
Senior Fire Inspector	39.01	39.83	41.07	39.59	40.43	41.69	40.28	41.13	42.42	40.99	41.85	43.16

## SCHEDULE "C"

### STUDENTS

Students shall be defined as those employees who are attending school, college or university and who are employed during the period of April 15 to October 15.

The terms of this Collective Agreement shall apply to students with the exception of the following;

- 1 Students may be scheduled to work on any days of the week provided they receive at least two (2) consecutive days off.
- 2 Students may be scheduled to work either;
  - a) Ten (10) consecutive hours on any four days with twenty (20) minutes paid meal period, or
  - b) Eight (8) consecutive hours on any five days with thirty (30) minutes paid meal period, or
  - c) Seven and one-half (7.5) hours Monday to Friday with a one-hour unpaid meal period
- 3 Overtime **shall** be paid for any hours worked beyond the regularly scheduled workday, be that seven and one half (7.5), eight (8) or ten (10) hours per day
- 4 Holidays shall be paid as per the *Employment Standards Act, 2000*.
- 5 Vacation pay shall be as per the *Employment Standards Act, 2000*.
- 6 Group benefits and sick leave pay.
- 7 The wage rate for all students shall be as follows:

2021	2022	2023	2024
15.53	15.76	16.04	16.32

Provided they are capable of performing the work available, full-time employees shall have first preference for job assignments during regular hours.

**SCHEDULE "D"**

**CUPE LOCAL #714**

FOR THE PROVISION OF AN

**INCOME PROTECTION PLAN**

FOR THE PROVISION OF

SICK LEAVE GRATUITIES

FOR EMPLOYEES OF THE MUNICIPALITY

**ARTICLE 1 - DEFINITIONS**

1.01 That in the plan:

- i) "*Employee*" - means any salaried officer, clerk, worker or other person in the employ of the municipality.
- ii) "*Employee - New*" - a new employee is one who has not completed the probationary period.
- iii) "*Council*" - means the Council of The Corporation of the Town of Fort Erie in the Regional Municipality of Niagara; and "*Municipality*" - means The Corporation of the Town of Fort Erie.
- iv) "*Income Protection Plan*" - means the combination of the municipality's sick leave gratuity plan for employees and the weekly indemnity income protection plan (short-term disability) and the long-term income protection plan (long-term disability) as provided for by the Employer's contract with an insurance company. The Employer is responsible for the provision of the sick leave gratuity plan, and for the arranging of a contract to provide benefits; but the final

## **ARTICLE 1 – DEFINITIONS (cont'd)**

terms of the Income Protection Plan will be found in the master contract as the governing document.

- v) "*Pay*" - means the basic hours worked per day, multiplied by an employee's standard rate per hour; but shall not include any shift premium, overtime, or other increments;
- vi) "*Day*" - shall mean a calendar day which includes the normal number or hours of work per day; "*Work Week*" - shall mean the normal number of hours per week, being thirty-seven and one-half (37.5) hours for office staff, and forty (40) hours for outside employees; and "*Month*" - shall mean a calendar month; and "*Year*" - shall mean a calendar year.
- vii) "*Regular Attendance*" - means for any month the attendance of an employee at the employee's duties on the days and during the hours for which the employee's attendance is required during that month, according to the terms of the employee's employment.
- viii) "*Short-Term Disability*" - is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending the employee's regular work, and which extends for a period of not more than twenty-six (26) weeks. A medical certificate is required by the insurer for each period of absence lasting three or more days, and as requested by the Employer.
- ix) "*Long-Term Disability*" - is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending work and which extends for a period of more than twenty-six (26) weeks.

## **ARTICLE 2 - INTRODUCTION**

2.01 The following plan is designed to provide the employee with an income (an indemnity against the loss of income when the performance of work is not possible due to an illness or injury). This plan will replace the existing cumulative sick leave allowance program, and other plans; however, it is not intended to duplicate or replace any

## **ARTICLE 2 – INTRODUCTION (cont'd)**

Workers' Compensation benefit. While disabled, an employee will be paid until the earlier of:

- .1 The employee returns to work; or
- .2 The employee retires, either at the normal retirement age, or opts to retire early; or
- .3 The employee exhausts the employee's entitlements under either of the plans; or
- .4 The employee dies.

## **ARTICLE 3 - COMMENCEMENT OF INCOME PROTECTION PLAN**

3.01 This plan is to commence from a date, mutually agreed-upon as the implementation date, and will cover the following categories of employees as follows:

- .1 An employee (other than a new employee) shall commence coverage on the implementation date of the plan; and
- .2 A new employee shall commence coverage under the plan on the first working day following the completion of the probationary period.
- .3 A new employee hired from Schedule "B" Market Sensitive Classifications shall commence coverage under the benefit plan on the first working day.

## **ARTICLE 4 - SENIORITY SERVICE**

4.01 Service for all employees, for the purpose of the plan, shall mean a completed year of service with the Employer as of January 1 in any year; however, new employees will be allowed a pro-rated formula based upon the first day of the month of employment with the Employer.

## **ARTICLE 5 - SICK LEAVE CREDIT GRATUITY**

- 5.01 A plan of sick leave credit gratuities is hereby established for every employee of the Employer of the Town of Fort Erie. Subject to the control of Council, the conduct and management of the plan shall be vested with the Human Resources Office.
- 5.02 The Official responsible for Human Resources shall perform all administrative things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee; provided, however, that the disallowance by the Official responsible for Human Resources, of any sick leave credit or sick leave absence shall be subject to appeal in writing, providing details to Council.
- 5.03 The Official responsible for Human Resources shall provide and keep a register in which all sick leave credits and sick leave absences for every employee shall be recorded, so that the register will show the net sick leave credit of every employee which remains after all the employee's sick leave absences have been deducted from the employee's accumulated sick leave credit.

## **ARTICLE 6 - PROVISION FOR SICK LEAVE CREDITS**

- 6.01 Each employee shall be entitled to eight (8) sick leave credit days commencing January 1 in each calendar year; notwithstanding the number of mutually agreed-upon sick leave credit days provided in the initial year of the plan. For the year of 2021, each employee shall be entitled to nine (9) credit days commencing January 1.
- 6.02 Where an employee is unable to perform normal duties due to personal illness or injury, the sick leave credit gratuity plan will pay the employee full pay for the first eight (8) days of absence, nine (9) days in 2021. An employee may utilize additional sick leave credits from the sick leave bank. For the weekly indemnity income protection plan (short-term disability), the plan will pay the employee seventy-five (75%) percent of the employee's normal pay for a period of twenty-six (26) weeks. Provision for long-term disability will be in accordance with the policy in effect with the municipality's insurance carrier. The short-term disability income protection plan, and the long-term disability plan may be supplemented to one hundred (100%) percent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation leave, statutory holidays, etc., by agreement of the Employer.

- 6.03 Subject to the concurrence of the employee utilizing the income protection plan the Employer proposes to maintain one hundred (100%) percent of the employee's earnings, so long as a sick leave credit is maintained. The subject employee would be required to endorse and turn over to the Employer, all benefits received from the third party insurer. Where the Employer requires a physician's note for proof of illness, the Employer will reimburse the employee up to the maximum fee according to the current Ontario Medical Association fee schedule.
- 6.04 Where an employee is absent due to an accident which occurred while in the performance of the duties of the employee of the Employer, and is in receipt of Workers' Compensation benefits, and requests the municipality to make up the difference between the amount of Workers' Compensation benefits being paid, and the employee's total salary, then such difference shall be charged against accumulated sick leave credits.
- 6.05 Leave for Care and Nurturing
- .1 An employee may use sick leave days to care for a family member who is ill or to attend medical appointments, with the supervisor's approval.
  - .2 Instead of using sick leave, the employee may use accumulated vacation, float, banked time in lieu or other paid leave
  - .3 Instead of using sick leave or paid leave, an employee and the supervisor may agree to a temporary flex time arrangement
  - .4 In the alternative, the Employer may refer the employee to leave available under Article 23.11 or 23.12

## **ARTICLE 7 - REPORTING OF ABSENCE**

- 7.01 An employee who is going to be off sick must notify the supervisor before the employee's normal start time. If the illness is the result of an emergency, the employee or someone acting on the employee's behalf will notify the supervisor as soon as possible.
- 7.02 An employee must advise their supervisor of when they expect to return to work. If an employee is uncertain during the initial call, the supervisor must be informed as soon as possible of the estimated or if known by the employee, the exact date that the employee will return to work.

## **ARTICLE 7 - REPORTING OF ABSENCE (cont'd)**

7.03 Upon the return to work of the employee, a sick leave certificate shall be filed with the supervisor; and where the absence has been in excess of three (3) days at one time, a physician's medical certificate must be received as soon as practical, or at any time if so requested by the supervisor.

## **ARTICLE 8 - OPTIONAL PROVISIONS OF THE PLAN**

8.01 In the final month of the calendar year, an employee may elect by properly notifying the Official responsible for Human Resources in writing the following:

- .1 To accumulate all unused sick leave credits (to a maximum of seven (7) days) to the next preceding calendar year.
- .2 To accumulate all unused overtime hours credited to sick leave gratuity (to a maximum of seven (7) days) to the next preceding year.
- .3 To return to the Employer all unused sick leave credits (to a maximum of seven (7) days) for a cash refund equivalent to fifty (50%) percent of the value of the unused sick leave days at current pay, and a cash refund equivalent to the value of overtime hours accumulated to sick leave credits for the current year.

8.02 In order to ensure a lengthier period of earnings at one hundred (100%) percent of pay, an employee may elect, by properly notifying the Official responsible for Human Resources, to add overtime hours to the employee's accumulated sick leave credits.

## **ARTICLE 9 - PAYMENT OF EXTENDED FRINGE BENEFITS**

9.01 Where an employee is absent from work due to illness, compensable injury or non-compensable injury) the Employer will continue to pay fringe benefit costs, including Health, Dental, Extended Medical Benefits, Life Insurance, etc., and any other applicable benefits negotiated for a period of not longer than thirty-six (36) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

**ARTICLE 10**

10.01 There shall be no cash pay-out upon termination of employment.

**ARTICLE 11**

11.01 This plan shall come into force and effect upon signing of the Collective Agreement.

**SCHEDULE E**

**Letter of Understanding – Job Security – Leisureplex**

Letter of Understanding

April 16, 1996 (Original)

**No contracting out**

In order to provide job security for members of the Bargaining Unit the Employer agrees that all work or services normally performed by the employees shall not be contracted out with the exception of extra janitorial work at the Leisureplex shall be contracted out.

RENEWED DATE 2020

For the Employer

For the Union

ORIGINAL SIGNED

ORIGINAL SIGNED

## Schedule F

### Compressed and Flexible Work Scheduling in Office Classifications

#### 1.0 General Provisions

- 1.1 A "compressed work week" allows an employee to work a traditional 37.5 (or 40) hour work week over fewer work days.
- 1.2 A "flexible work schedule" allows an employee to work a traditional 7.5 (or 8.0) hour work day with start and stop times different from those in the collective agreement.
- 1.3 The employer makes compressed work week and flexible work scheduling available on an individual, voluntary basis, subject to minimum staffing and the employer's business requirements, taking into account;
- the regular work week for Office Classifications is Monday through Friday
  - the employer's core hours of business are 9:00 a.m. to 4:00 p.m.
  - the amount and times of direct contact with customers
  - tasks done by the employee that depend on work by or for another employee
  - peak demands
  - the frequency and timing of regularly occurring meetings that require the employee's attendance
  - the availability of supervision
- 1.4 A compressed work week or flexible work schedule is available to full-time, non-probationary employees who are on full, regular duties.
- 1.5 The employer will make every reasonable effort to approve a compressed work week or flexible work schedule or allow one to continue as long as it does not compromise the employer's efficiency or effectiveness. Some departments may be unable to accommodate compressed work week or flexible work schedules for all positions or at certain times of year.
- 1.6 The employee and the employee's manager will clearly describe in writing the compressed work week or flexible work schedule to confirm their mutual understanding. It will include a start date and projected end date, if known. The employee and the employee's manager will initial and date the agreed-upon schedule.
- 1.7 If there are competing requests in the same work area, seniority prevails.
- 1.8 Article 19.05 (Shift premium) does not apply to an employee covered by a compressed work week or flexible work schedule.

- 1.9 Either the employee or the employee's manager may notify the other of the desire to change a compressed work week or flexible work schedule. If the change is approved and if the change impacts the compressed work week or flexible work schedule of another employee with less seniority, the employee's manager will provide reasonable notice to the employee with less seniority of the need to change or terminate the employee's schedule.
- 1.10 Either the employee or the employee's manager may end the compressed work week or flexible work schedule on two (2) weeks written notice explaining why. Whenever possible, the schedule will end at the end of a pay cycle. If the employee's manager is proposing to end the schedule, the employee may propose an alternative.
- 1.11 At any time during the process of the negotiations of the commencement or the conclusion of a "compressed work week" or "flexible work schedule" the Employee may request consultation with their Union Representative.

## **2.0 Compressed Work Week**

- 2.1. Ideally, a compressed work schedule runs over a one (1), two (2) or four (4) week cycle. The majority of an employee's work day must occur during the employer's core hours of business.
- 2.2. Each work day must include a lunch break of at least thirty (30) minutes.
- 2.3. The employer and the employee will reconcile any balance of time owed or owing prior to the end of the schedule.
- 2.4. The employer retains the right to re-schedule a compressed day off based on the employer's business requirements upon 2 weeks' prior notice to the employee. An employee may ask to re-schedule a compressed day off with 2 weeks' prior notice to the Employer.
- 2.5. Where an employee agrees to work in excess of 7.5 (or 8.0) hours in a day as part of a compressed work week schedule, it is understood that the excess time is banked at straight time to be used as a compressed day off.
- 2.6. Authorized work beyond the fixed number of hours in a compressed work day, beyond a compressed work week and work on a compressed day off is considered overtime and will be compensated in accordance with Article 18 of the collective agreement.
- 2.7. In any instance when a compressed day off falls on a paid holiday, the compressed day off is taken on the closest working day prior to or immediately following the paid holiday, as agreed to between the employee and the employee's manager. The employee receives pay for a regular day according to the fixed schedule for the day in lieu of the paid holiday.

- 2.8. Credits for vacation, sick leave and leaves described in Article 23 and Schedule D of the collective agreement are deducted on a pro-rated basis using a 7.5 hour day as the base. For example, an employee working a compressed work day of 8.0 hours would use 1.07 days of leave credits for each day of leave ( $8.0 \text{ hrs}/7.5 \text{ hrs} = 1.07$ ).
- 2.9. For the purposes of Article 20.05 (Float Day), a "day" is 7.5 (or 8.0) hours. Additional time, if necessary, is drawn from vacation or lieu time or the employee may, with the employee's manager's consent, work more hours at straight time to make-up the difference.
- 2.10. For the purposes of Article 7.04, Schedule D, a "half day" refers to the number of hours the employee would have worked according to the fixed schedule for that day.

### **3.0 Flex Time**

- 3.1. While daily start and stop times are flexible, the majority of an employee's work day must occur during the employer's core hours of business.
- 3.2. Authorized work beyond the stop time in a flex work day is considered overtime and will be compensated in accordance with Article 18 of the collective agreement.

**SCHEDULE G**

**Letter of Understanding – Holiday Closure (the closure period) at Town Hall**

Letter of Understanding

April, 1, 2018 (Original)

**RE: Holiday Closure (the closure period) at Town Hall**

As Town Hall is closed for business during the period between Christmas and New Years annually (the closure period), the Parties agree to apply the terms as agreed to below:

At the sole discretion of the Employees at Town Hall, the employees will have the choice of the following options for use during the closure period:

1. Take layoff as per Article 16 – Layoff and Recall, OR
2. Use vacation time as per Article 21 – Vacation, OR
3. Accumulate sufficient bona fide overtime during the year, as per Article 18 - Overtime Rates of Pay, for use as lieu time, during the closure period, OR
4. Use excess time banked at straight time under a Compressed Work Week schedule as per Schedule "F".

Any employee of the Town who is affected by being bumped by this Letter and is put into a layoff situation can choose to use vacation time rather layoff to cover the closure period.

Employees must declare their chosen option to the Employer by April 1<sup>st</sup> yearly.

RENEWED DATE 2020

*ORIGINAL SIGNED*

For the Employer

*ORIGINAL SIGNED*

For the Union

**SCHEDULE H**

**Letter of Understanding – Apprenticeships**

Letter of Understanding

May 17, 2006 (Original)

This confirms our understanding that the parties have agreed to participate in an Apprenticeship Program. Participation in the Apprenticeship Program is subject to the following:

1. An apprentice is a member of the bargaining unit and has union dues deducted from each regular pay in accordance with Articles 5 and 6 of the Collective Agreement
2. An apprentice is hired through a competitive process, unless the parties agree otherwise
3. An apprentice's hours of work are the same as those for the classification in which the employee is apprenticing
4. An apprentice is employed for no more than 36 consecutive months
5. The employer follows the guidelines established by the Industry Committee for the specific trade the apprentice is entering when it comes to specific working conditions and wages. Otherwise, the parties will negotiate the wage rate.
6. Despite any other provision in the collective agreement, an apprentice does not become a regular or permanent employee and does not accumulate seniority
7. Despite any other provision in the collective agreement, an apprentice receives only those benefits, public holidays and vacation entitlements required by law
8. An apprentice is released from work as necessary, without pay, to attend formal instruction

RENEWED DATE 2020

*ORIGINAL SIGNED*

For the Employer

*ORIGINAL SIGNED*

For the Union

**SCHEDULE I**

**Letter of Understanding**

Between

The Corporation of the Town of Fort Erie (the Employer)

And

Canadian Union of Public Employees Local #714 (the Union)

**Re: COVID-19 Committee**

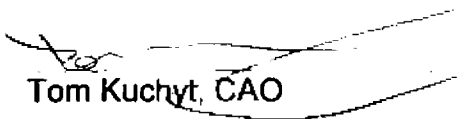
The Employer and the Union are parties to a Collective Agreement ("Agreement") for the period January 1, 2021 to December 31, 2024.

The parties agree to:

Establish a COVID-19 committee made up of equal representation between Employer and Union. The COVID-19 committee shall meet within 24 hours of this Letter of Understanding coming into operation and shall continue to meet at a minimum twice per week unless the parties agree otherwise.

Dated this 17<sup>th</sup> day of December, 2020.

For the Employer

  
Tom Kuchyt, CAO

For the Union

  
Sheree Heise, President

## SCHEDULE J

### **Letter of Understanding**

Between

The Corporation of the Town of Fort Erie (the Employer)

And

Canadian Union of Public Employees Local #714 (the Union)

### **Re: Employee Benefit Plan**

The Employer and the Union are parties to a Collective Agreement ("Agreement") for the period January 1, 2021 to December 31, 2024.

The parties agree:

That within (60) days after ratification to have the Joint Employee Benefits committee review the following benefit requests to determine if they can be incorporated into the existing plan at a net zero additional cost to the Employer. Following the review, changes to the current benefit plan provisions may be proposed by consensus of the members of the Joint Employee Benefits committee and implemented subject to ratification by the parties.

#### Table One

##### **Extended Health**

Contact lenses, eyeglasses or laser eye correction surgery: **\$400 to \$600** per person in any 24 months period

Hearing Aids: Lifetime maximum from **\$1000 to \$2000**

##### **Dental Care**

Major restorative services: from **\$1500 to \$2500** per person, per year, 50/50 cost share

Orthodontic services: from **\$2000 to \$5000** lifetime per person under 18 years, 50/50 cost share

##### **Long Term Disability**

Seventy-five (75%) per cent of the employee's normal monthly earnings to a maximum of Two Thousand, Five hundred (**\$2,500**) to **Three Thousand, five hundred (\$3,500)** Dollars until age sixty-five (65)


**NEW**

**Cover benefits for employees until the age of 65, 100% paid by the Employer.**

Dated this 17<sup>th</sup> day of December, 2020.

For the Employer

For the Union



Tom Kuchyt, CAO



Sheree Heise, President

**SCHEDULE K**

**Letter of Understanding**

Between

The Corporation of the Town of Fort Erie (the Employer)

And

Canadian Union of Public Employees Local #714 (the Union)

**Re: Equipment Masters**

The Employer and the Union are parties to a Collective Agreement ("Agreement") for the period January 1, 2021 to December 31, 2024.

The parties agree:

That within ninety (90) days after ratification of the collective agreement a committee is established made up of equal representation between the Employer and Union.

The purpose of the committee is to discuss an Equipment Masters program with the intent of union employees training other employees on aspects of equipment beyond the standard manual and other supplier-supplied materials.

Dated this 17<sup>th</sup> day of December, 2020.

For the Employer

For the Union

  
Tom Kuchyt, CAO

  
Sheree Heise, President

**SCHEDULE L**

**Letter of Understanding**

**Between**

**The Corporation of the Town of Fort Erie (the Employer)**

**And**

**Canadian Union of Public Employees Local #714 (the Union)**

**Re: Hours of Work**

The Employer and the Union are parties to a Collective Agreement ("Agreement") for the period January 1, 2021 to December 31, 2024.

The parties agree to:

Establish an Hours of Work committee made up of equal representation between the Employer and Union. The Hours of Work committee shall meet within the term of this agreement to discuss the hours of work including:

- a) Regular days of the week
- b) Regular hours of operation

Dated this 17<sup>th</sup> day of December, 2020.

For the Employer

  
Tom Kuchyt, CAO

For the Union

  
Sheree Heise, President