

# COLLECTIVE AGREEMENT

BETWEEN:

**CORPORATION OF THE CITY OF ST. CATHARINES**  
HEREINAFTER REFERRED TO AS THE "CORPORATION"

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287**  
HEREINAFTER REFERRED TO AS THE "UNION"

JANUARY 1, 2023 TO DECEMBER 31, 2025

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THIS AGREEMENT made this 16th day of October, 2023 and authorized by  
By-law No. 2023-158 of the City of St. Catharines.

BETWEEN:

The Corporation of the City of St. Catharines  
(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

Canadian Union of Public Employees, Local 1287  
(hereinafter called the "Union")

OF THE SECOND PART

## ARTICLE 1 - PURPOSE

1.01 The purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees represented by the Union, and to establish and maintain rates of pay, hours, and working conditions for the said employees consistent with the maintenance of an efficient museum and tourist operation.

## ARTICLE 2 - RECOGNITION

### 2.01 Exclusions

The Corporation recognizes the Union as the certified exclusive bargaining agent for all employees of the Corporation save and except:

- a) employees who exercise managerial functions;
- b) persons employed in a confidential capacity in matters pertaining to secretarial work, human resources functions and labour relations;
- c) students hired for the school vacation periods or on co-operative training programs;
- d) persons hired for job-creation projects which are designed specifically to create employment under programs funded by any level of government;
- e) volunteers performing work on behalf of the Corporation;
- f) employees bound by the Collective Agreements of the Canadian Union of Public Employees, Local 150 and 157, and persons employed by the St. Catharines Professional Fire Fighters' Association, and

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g) temporary employees may be hired for relief purposes, for peak periods, or for seasonal work up to sixty (60) working days, or for periods up to one (1) year for the purpose of covering Pregnancy/Parental Leaves and any other authorized City approval leaves in any job covered by this agreement, or such greater period as shall be mutually agreed upon by the parties in writing provided that no temporary employee shall be employed while any regular employee is on lay-off who is capable of performing the work.

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

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

2.04 Volunteers have a distinct but complementary role to bargaining unit employees and will work collaboratively with the Union and the bargaining unit employees to fulfill that role. Management will identify available work and will consult with impacted bargaining unit employees regarding the assignment of tasks and volunteers to complete the work. Bargaining unit employees will have preference over tasks which may further their experience, education and/or training.

The Parties agree that volunteers will not be used to replace or displace bargaining unit employees.

The Corporation agrees that the use of volunteers will only be utilized as per the above article.

## ARTICLE 3 - UNION MEMBERSHIP

### 3.01 Eligibility

All employees covered by the terms of this agreement shall, as a condition of continuing employment, become and remain members of the Union within twenty (20) working days of employment.

### 3.02 Employer Recognition

The Corporation agrees:

- (a) to provide access to the Collective Agreement to each employee.
- (b) to acquaint each new employee of the requirement of Union membership and the dues structure with regard to their membership; and

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- (c) to ensure that a new employee is introduced to their Union representative who shall have a reasonable opportunity, as work permits, to acquaint the employees with their rights and responsibilities with respect to Union representatives.

### 3.03 Deduction and Payment of Union Dues

The Corporation shall deduct an amount, equal to such Union dues, initiations or assessments, as are uniformly levied upon a member of the Union, by the Union, from the pay of each present employee, and from the pay of each new employee upon the completion of twenty (20) working days of employment. The Corporation shall make such deductions from each regular pay and shall remit such amounts regularly to the Treasurer of Local 1287. These amounts shall be deducted only after all demands against the pay have been satisfied. Any complaints of alleged non-compliance will be referred to the Manager for possible correction before any grievance is filed.

### 3.04 Amount of Union Dues

The Union shall provide the Corporation with a letter signed by an authorized officer of the Union setting out the amount of the said dues.

### 3.05 Deductions

With each remittance of monies, the Corporation shall deliver a list of employees from whom deductions were made. Such remittance shall be forwarded to the Treasurer of Local 1287 by the fifteenth (15<sup>th</sup>) day of the month following the deduction.

### 3.06 Income Tax Act Requirements

At the same time that Income Tax (T-4) slips are being prepared, the Corporation shall include the amount of Union dues paid by the Union member in the previous year. In January of the current year, the Union will provide the Corporation with a letter stating that the Union dues are fully deductible for purposes of the Income Tax Act.

## ARTICLE 4 – DISCRIMINATION

### 4.01 Definition

No discrimination, restraint or coercion shall be exercised or practiced by the Corporation or by any of its representatives with respect to any employee because of their membership in, or connection with, the Union.

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**4.02** Conversely, there shall be no intimidation, restraint, or coercion exercised or practiced upon the employees by the Union or by any of its representatives or members, neither shall there be any Union solicitation or activity on Corporation premises or job sites, excepting as is provided in this agreement or mutually agreed upon.

**4.03** Interactions between both parties shall remain professional and respectful.

## **ARTICLE 5 – UNION AND THE EMPLOYER RELATIONSHIP**

### **5.01 Responsibility of Employer**

Subject to the terms of this Agreement, the Union acknowledges that it is the exclusive function of the Corporation to:

- a) determine, in the interest of operating an efficient operation and providing the highest standard of service to the people of St. Catharines and visitors:
  - (i) job ratings or classifications;
  - (ii) hours of work, rules and regulations;
  - (iii) number of personnel required and services to be performed; and
  - (iv) methods, procedures, and equipment to be used in connection therewith;
- b) maintain order, manage, and operate its business;
- c) hire, assign, direct, transfer, promote, demote, and lay off employees; and
- d) suspend, discharge, or otherwise discipline employees for just cause.

### **5.02 Rules and Regulations**

The Corporation has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that no additions or alterations shall be made by the Corporation in such rules and regulations without prior notice to the Union.

### **5.03 Management's Rights Subject to Grievance**

The Corporation will exercise its' rights consistently with the provisions of this Agreement, and a claim that the Corporation has not done so may be grieved.

### **5.04 Union Representation at Meetings**

When the Corporation requests a meeting with an employee(s), the Corporation will identify the nature of the meeting. Members have the right to Union representation at any time, if so desired.

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## ARTICLE 6 - GRIEVANCE PROCEDURES

### 6.01 Intent

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

### 6.02 Individual Grievance

STEP 1 In the first instance, an employee shall take up any complaint directly with the Supervisor of Historical Services/Curator within ten (10) working days of becoming aware of the event upon which the complaint is based. The Supervisor of Historical Services/Curator shall meet with the employee to discuss the complaint within four (4) working days of the lodging of the complaint. The Supervisor of Historical Services/Curator shall arrange for the presence of a Union Representative. The Supervisor of Historical Services/Curator will give their decision in writing within six (6) working days of hearing the complaint to both the Union Representative and the grievor.

STEP 2 If not settled in Step 1, the grievance may, within three (3) working days of the reply in Step 1, be submitted in writing and signed by the grievor to the Manager of Programs and Cultural Services. The grievance shall specify the facts, the articles claimed to be violated and the remedy sought. The Vice President or Grievance Officer and grievor shall be given an opportunity to discuss the grievance with the manager within three (3) working days of submission of the grievance. The Manager of Programs and Cultural Services shall give their decision in writing within four (4) working days of the discussion, to the grievor, with copies to the Vice President of the Unit and the Union President.

STEP 3 If not settled, the grievance may, within three (3) working days of the reply in Step 2, be submitted in writing by the Union to the Chief Administrative Officer, to be dealt with at a meeting to be held within fourteen (14) working days of the submission.

At Step 3 and at meetings provided for in Section 6.02 there shall be present a representative of the local Union. The decision of the Corporation, or the Union in the case of a Corporation grievance, shall be given in writing within ten (10) working days after the meeting at which it was discussed to the Grievor, Unit Vice President, the local Union President and the National Representative.

STEP 4 If not then settled, the grievance may, within twenty (20) working days of the reply in Step 3, be referred to arbitration as follows:

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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 outlined in Article 6 above, and which has not been settled, shall be referred to Arbitration.

If the parties are not able to agree upon a Sole Arbitrator within ten (10) working days of the Notice of Arbitration, the Minister of Labour for the Province of Ontario may be requested to appoint an Arbitrator.

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 Nominee of each party shall select a Chairperson of the Board of Arbitration. 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.

Each of the parties to this Agreement shall bear the expenses of the Nominee appointed by them, and the parties shall jointly bear the expense, if any, of the Chairperson or of a Sole Arbitrator.

No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

Prior to Arbitration, as outlined in this article, the parties may mutually agree to Grievance mediation, the cost of such mediation to be equally shared between the parties.

At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the workplace and to view disputed operations and to confer with necessary witnesses. A representative of the Corporate Support Services Department may be in attendance at all grievance meetings from Step 2 on.

In this Article, the term “working days” shall exclude Saturdays, Sundays, and paid holidays.

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### 6.03 Past Record

After twenty-four (24) months, any disciplinary matter shall be removed from an employee's file, provided that there has been no further discipline imposed in the intervening period. Once a discipline record is removed from an employee's file it shall not be relied upon by the Corporation at arbitration to support further or greater discipline.

### 6.04 Group Grievance

A group grievance being a grievance by a group of employees shall be instituted at Step 1.

### 6.05 Policy Grievance

The Union may deliver its policy grievance at Step 2 of the grievance procedure and may substitute another Union representative in place of the grievor to accompany the Vice President or Grievance Officer.

### 6.06 Discharge Grievance

A discharged grievor may grieve that the penalty was unjust or excessive and commence the grievance at Step 2 of the grievance procedure, provided the grievance is filed within five (5) working days of receipt of the written notice explaining why discipline was imposed.

### 6.07 Employer Grievance

The Corporation may present a grievance to the President of the Union and that shall be considered to be Step 2 of the grievance procedure.

The President of the Union shall be bound to take the same steps and abide by the same time limits as is required of the Corporation.

Failing resolution of the grievance at Step 2, the Corporation may proceed to Step 3 by sending notice to the Union of its intention to refer the matter to arbitration.

### 6.08 Manager or President Not Available

Whenever the Manager/Supervisor or the President of the Union is not available, their designate may receive grievances, hold meetings, and make responses on their behalf.

### 6.09 Notice of Discipline

a) Whenever an employee is disciplined or discharged the employee shall receive notice in writing of why the discipline or discharge has been imposed

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and such notice shall be sent to the grievor and the Union within five (5) working days of the imposition of the discipline or discharge.

- b) All employees shall have access to their personnel files within a reasonable period after they have made such a request to their supervisor.
- c) Any discharge or discipline enacted by the Corporation shall be within seven (7) working days of the Corporation becoming aware of the incident giving rise to the discipline or discharge, unless an investigation is required. If an investigation is required, the Union shall be notified, and the investigation must commence within five (5) working days of the Corporation becoming aware of the incident.

#### 6.10 Coaching and Counselling

Coaching and counselling letters are non-disciplinary and may form part of an employee's record. It is further understood that any instance of these documents should be removed from an employee's record after twenty-four (24) months.

#### 6.11 Extension of Time Limits

- a) Either party may, with the consent of the other, extend the time limits in this section.
- b) In this Article, the term "working days" shall exclude Saturdays, Sundays, and paid holidays.
- c) No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Agreement, except that, if at any step of this grievance procedure the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time.

#### 6.12 Jurisdiction of Arbitrator

The Arbitrator shall have jurisdiction to determine all matters including time limits and whether any matter is arbitral and if so, whether there has been a violation of this Agreement or whether any disciplinary penalty is excessive.

The Arbitrator may fashion any remedy they deem just and reasonable and may reduce or alter any penalty they find excessive but, the arbitrator may not alter, modify, amend or fashion any remedy that is inconsistent with the terms of this Agreement.

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## ARTICLE 7 – UNION REPRESENTATION

### 7.01 Recognition of Union Representation

The Corporation will recognize:

- a) Two (2) Union Representatives, one (1) being the Unit Vice President and the other, the Grievance Officer;
- b) A Union Bargaining Committee of five (5) Union representatives, for the purpose of renewing or amending the agreement;
  - (i) of whom three (3) shall be designated by the Union; and
  - (ii) of whom one (1) shall be the President of Local 1287 or their designated representative and one (1) shall be the National Representative;
- c) A Joint Labour Management Committee shall be appointed in accordance with the terms of reference agreed upon by the Corporation and the Union.

### 7.02 Eligibility of Union Representatives

The Unit Vice President, Grievance Officer and Committee Members must have completed their probationary period.

### 7.03 Notification of Officers, etc.

Upon receipt of written notification by the Union, the Corporation shall recognize the Officers, Vice President or Grievance Officer and members of the Union's committees.

### 7.04 Meetings

The Corporation and Union shall meet at a mutually agreeable time and location.

### 7.05 Permission to Leave Work and Representatives Compensation

- (a) It is understood that Union Representatives (including Vice President, Grievance Officer, Secretary, Location Steward) have their regular work to perform on behalf of the Corporation and that they will not leave their work without obtaining permission from their immediate supervisor. When resuming regular work, Union Representative(s) will report to their immediate supervisor, and will give any reasonable explanation which may be requested with respect to their absence.

The Corporation recognizes the role of the Union Representative(s) in the operation of the Agreement, and acknowledges the necessity for Union Representative(s) to provide occasional advice or assistance to the Unit

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Member(s), or to confer with management from time to time, during working hours.

The Union, on its part, recognizes the responsibility of Union Representative(s) to perform their duties and undertakes that there will be no burden or penalty to the Corporation as a result of such activities.

It is clearly understood that the Union Representative(s) will not absent themselves from their regular work unreasonably in order to deal with Union matters on behalf of employees, but such matters shall be dealt with as much as possible outside of working hours.

In accordance with this understanding, the Corporation agrees to compensate Union Representative(s) for their regularly scheduled work time spent in dealing with such matters, and also a member of the Grievance Committee or the Union Committee for their regularly scheduled work time spent in attending meetings with the Corporation's representatives, to the extent that they will suffer no loss of earnings.

- (b) Conversely, there shall be no intimidation, restraint or coercion exercised or practiced upon the employees by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on the Corporation premises, excepting as is provided in this Agreement or mutually agreed upon.
- (c) The three (3) Union representatives described in Article 7.01 (b), while attending direct negotiations with the Corporation for the purpose of renewing or amending this Agreement, shall be granted a leave of absence upon receipt by the Corporation of reasonable notice. These same employees shall receive the pay and benefits provided for in this Agreement and the Union shall reimburse the Corporation for fifty percent (50%) of their pay and benefits during the period of absence.

## ARTICLE 8 – JOB POSITIONS AND SALARIES

### 8.01 Positions and Salaries

- a) Positions and salaries shall be classified in accordance with Schedule "A", which is attached to and forms part of this Agreement.
- b) The Corporation shall provide for automatic annual increments from Step 1 to Step 5.

The Corporation reserves the right to start a new employee within the minimum and maximum range of any specified classification. When the Corporation determines that a new employee shall commence employment

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at a rate other than the minimum rate, the Corporation shall notify the Union, in writing of the reason(s) for the decision.

When an employee receives a promotion/transfer to a higher pay band the employee will be placed on the salary grid for that pay band at the lowest step of the salary grid for that pay band that does not result in a reduction to the employee's hourly rate of pay.

- c) All employees shall receive pay every second Thursday by direct deposit.

### 8.02 Job Descriptions

- a) Job descriptions for each position within the Bargaining Unit shall specify the principle functions of the job but shall not be construed as a detailed description of all the work requirements inherent in the position.
- b) The Corporation and the Union agree to abide by the Terms of Reference for the Joint Job Evaluation Plan.
- c) Within twenty (20) working days of receipt of a job description, the Union may request that it will be discussed at a meeting between the Corporation and the Union. At such meeting, the Union may have present a representative employed in the position.
- d) Where a new position is created within the Bargaining Unit, the Corporation shall notify the Union of the job description and rate of pay. The Union may raise the issue at the next meeting of the Labour-Management Committee and if the parties fail to agree on the rate of pay, refer the matter directly to arbitration.

## ARTICLE 9 – PROBATIONARY PERIOD

### 9.01 Probationary Period

New Regular Full-time and Part-time Employees shall be subject to a probationary period of five hundred and sixty (560) hours from the date of hire. Upon successful completion of the probationary period the employee shall have seniority dated back to the original date of hire provided there has been no break in service of more than fifteen (15) working days.

## ARTICLE 10 – SENIORITY

### 10.01 Definition

Seniority is defined as an employee's length of continuous service in the bargaining unit including authorized absences. A temporary Employee who is

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subsequently hired as a regular Employee (full or part time) without a break in service, and who completes their probationary period, will have their seniority adjusted to include time worked on a temporary basis to their last date of hire.

Seniority shall be based on date of hire which shall be amended so that length of service is proportional to hours actually worked to a maximum of 1820 hours per year.

A seniority list will be posted on annual basis.

#### 10.02 Termination of Seniority

Seniority rights shall cease and employment shall terminate for the following reasons, if the employee:

- a) voluntarily quits;
- b) is discharged and such discharge is not reversed through the grievance or arbitration process;
- c) is absent for five (5) consecutive scheduled shifts without being granted a leave of absence unless a satisfactory reason is given, the decision of the Corporation shall not be arbitrary or discriminatory;
- d) is laid off and fails to return to work within five (5) scheduled shifts after being notified by registered mail to the employee's last known address in the Corporation's records to report for work, and does not give a reason satisfactory to the Corporation, the decision of the Corporation shall not be arbitrary or discriminatory;
- e) is laid off for a period in excess of twelve (12) months for Regular part-time employees and Regular full-time employees with less than three (3) years service; and is laid off in excess of twenty-four (24) months for Regular full-time employees with three (3) or more years of service;
- f) overstays a leave of absence without the written permission of the Corporation, unless a satisfactory reason is given; the decision of the Corporation shall not be arbitrary or discriminatory;
- g) is absent for twenty-four (24) months due to illness or injury provided the Corporation has satisfied their obligation under OHRC and other relevant legislation;
- h) retires;
- i) in the bargaining unit accepts a position outside the bargaining unit for a period of twelve (12) months or less shall have their seniority frozen for the length of time they are outside the bargaining unit. The twelve (12) months

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limitation may be extended by the parties for up to twelve (12) additional months by mutual agreement in writing.

### 10.03 Factors for Consideration for Job Placements

The Corporation and the Union, recognizing the right of the public to be served by persons of high competence, therefore, agree that the following factors shall be considered in promotions, demotions, and transfers:

- a) knowledge, efficiency, and ability to do the job;
- b) physical capability to perform the work; and
- c) seniority.

When factors (a) and (b) are relatively equal in the judgment of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, fact (c) shall govern.

### 10.04 Job Postings

Job Postings shall be dealt with in the following manner:

- a) When a vacancy occurs in the Bargaining Unit, which management intends to fill, the job opportunity shall be posted online internally for a period of five (5) working days. The posting shall indicate the salary, nature of the duties, and necessary qualifications.
- b) When a new position is created within the Bargaining Unit, the job opportunity shall be posted online internally for a period of five (5) working days. The posting shall indicate the salary, nature of the duties and necessary qualifications.
- c) It is recognized that in some instances it may be expedient to post job vacancies externally concurrently with the internal posting process. In such circumstances the Corporation shall advise the Union, in writing when job vacancies will be posted in this manner. It is further recognized that such circumstances shall be an exception and not a regular practice. No external applications will be reviewed/considered until all internal bargaining unit applicants have been exhausted.
- d) In the event there are no Bargaining Unit employees who qualify or no applications are received, the Corporation may advertise the vacancy outside the Bargaining Unit.
- e) Temporary positions expecting to last less than three months shall not require posting. In the event a temporary position extends past three (3) months it shall be posted immediately. In the event the time needs to be extended it

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may be done so by mutual agreement between the parties.

- f) Upon the filling of the vacancy, all internal applicants will be notified of the name of the successful applicant with a copy to the Union.
- g) It is the responsibility of the employee, including those on layoff to apply for internally posted positions online. Employees, including those on layoff, who sign up for job posting notifications will receive postings through email. Eligible employees must apply online to be considered.
- h) Unsuccessful internal candidates shall be afforded the opportunity to meet with management to review and discuss the merits of their application.

#### 10.05 Trial Period

A Regular Full-time Employee accepted for a posted job shall be subject to a trial period of sixty (60) worked days, and a Regular Part-time Employee shall be subject to a trial period of four hundred and fifty (450) hours or six (6) months, whichever occurs first.

If their performance is unsatisfactory, or if the employee decides to relinquish the job within the first twenty (20) worked days, they shall revert to their former job and job rate and all other employees affected by this shall revert to their former jobs and rates.

#### 10.06 Layoffs

- a) The Corporation shall be able to affect layoffs in a manner which meets its needs. An employee receiving a layoff notice will be permitted to bump another employee with less seniority, provided they are qualified to perform the work of the less senior employee.
- b) In the event of a temporary or permanent layoff, employees will be laid off in in the reverse order of seniority, provided the senior employees are qualified to perform the work available. Employees shall be recalled in order of their seniority provided they are qualified to do the work.
- c) **Temporary Layoff:** A temporary layoff is a layoff defined in the *Employment Standards Act, 2000*, as amended from time to time. In the event of a temporary layoff, any affected employee will receive a minimum of two (2) weeks of notice prior to layoff.  
In the event of a temporary layoff, the laid off employee shall be entitled to bump an employee with less seniority, so long as the bumping employee has the qualifications to perform the work and requires no additional training other than orientation. The laid off employee must exercise their bumping rights by the end of the second (2<sup>nd</sup>) day of the notice period. All resulting bumps must be completed by the end of the fifth (5<sup>th</sup>) day of the notice period.
- d) **Permanent Layoff:** A permanent layoff is a layoff for a period longer than the period of a temporary layoff, as defined in the *Employment Standards Act, 2000*, as amended from time to time. In the event of a permanent layoff, employees will

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receive six (6) weeks of notice of layoff. In the event of a permanent layoff, the laid off employee shall, within two (2) weeks of the date they are notified of the layoff, either:

- Exercise their bumping rights to displace a less senior employee in the bargaining unit provided the senior employee has the qualifications to perform the work and requires no additional training other than orientation in the judgment of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner. Laid off employees must exercise their bumping rights within two (2) weeks from the date they are notified of the layoff. Any other employees must exercise their bumping rights within one (1) week of their being bumped; OR
  - Choose to accept the layoff and be placed on a recall list for twelve (12) months for Regular part-time employees and Regular full-time employees with less than three (3) years service; and for twenty-four (24) months for Regular full-time employees with three (3) or more years of service, in accordance with Article 10.02(e); OR
  - Accept the layoff, waive the right to recall, resign, and receive severance pay of two (2) weeks salary for each year of continuous service, to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the *Employment Standards Act, 2000*. Payment shall not be made more than once for the same years of service.
- e) An employee displacing a less senior employee shall be subject to a probationary period of thirty (30) working days or additional time as mutually agreed upon between the Corporation and the Union. If additional time is granted, such time shall not exceed an additional thirty (30) working days. If the employee's performance is unsatisfactory to the Corporation during this period, the employee will be laid off effective the date the employee's performance is deemed to be unsatisfactory.
- f) If an employee who has bumped a junior employee relinquishes the job position within the first twenty (20) working days from the time they started the job, the employee shall again be laid off effective the date the employee relinquishes the position.
- g) The Corporation shall not fill any position from which employees have been displaced or laid off until such persons with seniority who have been laid off, or such employees who have been displaced within the previous twelve (12) months, have been recalled to their former position in accordance with their seniority.

## ARTICLE 11 – ORGANIZATIONAL CHANGE

### 11.01 Organizational Change

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The Corporation may make adjustments in the number and assignment of its employees and may make any changes that are necessary to maintain the efficient operations and optimal service to the public. Such major changes may, for example, be a result of technological change, planned cessation of operations, re-organization resulting from a decision by the Corporation, or re-organization resulting from a decision by any government level funding for the Corporation. The period of notice under any of the forgoing circumstances shall be a minimum of six (6) months except in cases where the Corporation receives less than six (6) months' notice of a major change that requires it to cease operations or reorganize. Where the Corporation cannot give six (6) months' notice of organizational change, the Corporation shall give as much notice as reasonable and possible in the circumstances. The Union and Corporation shall meet within thirty (30) days to negotiate an implementation protocol.

The Corporation agrees that:

- a) Regular Full-time and Regular Part-time Employees, who lose their jobs as a result of change, shall be given the opportunity to fill other vacancies in accordance with qualifications, seniority, and layoff procedure.
- b) In the event that the Corporation should introduce new methods or equipment that require new or greater skills than those possessed by an employee, the Corporation shall reimburse the tuition fee for any employee who successfully completes a course of study that will enable them to utilize the new methods or equipment, provided that the Corporation has approved the course and tuition before the employee has enrolled. Such approval will not be unreasonably denied.
- c) No Full-time Employee or Part-time Employee shall have their hours reduced or be laid off as a result of contracting out.

## ARTICLE 12 - HOURS OF WORK

### 12.01 Hours of Work

As the hours of operation are seven (7) days a week, twelve (12) months a year, inclusive of statutory holidays, the daily hours may vary due to the tourist season, programs, events, and landlord and tenant requirements. Hours of work may vary to accommodate the needs of customer service and building operations.

The following sections are intended only to define the normal hours of work as a basis for calculating the time worked and are not a guarantee as to the hours of work per day, nor as to the hours per week, nor as a guarantee of working schedules.

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- a) All Regular Full-time Custodians shall normally work forty (40) hours per week, eight (8) hours per day and shall receive two (2) consecutive days off.
  - b) All other Regular Full-time Employees shall normally work thirty-five (35) hours per week, seven (7) hours per day and shall receive two (2) consecutive days off.
  - c) All Regular Part-time Employees shall normally work up to twenty four (24) hours per week. It is understood that seasonal operational requirements may increase or diminish the actual hours worked. Requests for seasonal increases in hours shall be given in writing by March 31<sup>st</sup> to the Manager. Regular part-time employees who wish to remain at 24 hours / week will automatically do so if no request is made.

It is understood that no seasonal student or temporary staff will be employed until all regular part time staff who have requested the increased hours receive the opportunity to work up to forty (40) hours per week during the peak seasons.

- d) All Regular Full-time and Part-time Employees shall have their hours of work, days of work, and starting and stopping times posted two (2) weeks in advance and the Union shall receive a copy of the posting on the day it is posted.
- e) In the event the Corporation requires a schedule change with less than two weeks' notice, the Corporation shall ask the affected employees to see if they are willing to change their hours of work. If no employee is willing to change their scheduled hours of work the Corporation may assign the most junior employee to the shift providing they are given at least four calendar days' notice of the change in their schedule.
- f) The Corporation will continue its current practice of considering written requests from individual employees who may want to alter their starting and stopping times, providing this does not impact on other employees.
- g) No Regular Full-time or Part-time Employees will be scheduled or assigned to work a split shift.
- h) The work week will commence on Saturday at 0001 hours and end on Friday at 2400 hours.

## ARTICLE 13 – REST PERIODS AND MEAL BREAKS

### 13.01 Rest Periods and Meal Breaks

Every Employee shall be provided a paid rest period of fifteen (15) minutes during each half (1/2) shift of five (5) hours or more and unpaid meal breaks of up

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to sixty (60) minutes, but no less than thirty (30) minutes within the first five (5) hours of a full shift of seven (7) or more hours.

Where an Employee is required to work overtime at the end of a full shift of seven (7) hours or more, the Employee shall be entitled to a meal break after three and one half (3½) hours of overtime work. It is understood that rest periods and meal breaks shall be flexible so that customer service and building operations are not compromised.

- a) The Corporation will endeavour to schedule rest periods as close to the midpoint of each half of a shift as possible, and meal breaks within the first five (5) hours of work for full shift personnel, and
- b) rest periods shall be taken on site; and

Twenty (20) minute paid meal breaks for Custodians shall be taken on site. Employees who do not receive paid meal breaks are not required to remain on site during the meal period.

## ARTICLE 14 – OVERTIME AND LIEU TIME

### 14.01 Overtime

- a) Regular Full-time Employees shall be paid at the rate of time and one-half (1½) for:
  - (i) all hours worked in excess of their regularly scheduled daily or weekly hours;
  - (ii) all hours worked on a statutory holiday;
  - (iii) all hours worked on a Sunday unless Sunday is part of their regularly scheduled work week, provided they have worked those hours or days at the request of the Corporation.
- b) Regular Part-time Employees shall be paid at the rate of time and one half (1½) for all hours worked on a statutory holiday or in excess of eight (8) hours per day or forty (40) hours per week, provided they have worked those hours or days at the request of the Corporation.
- c) Regular full-time employees who work overtime or who are entitled to a day off as a result of Article 19 (Paid Holidays) may elect to bank the time owed to them. Time off in lieu may be taken by the employee provided the time off was requested in advance and approved by the employee's immediate supervisor. An employee may request equivalent cash payment at any time for any or all of the accumulated time in their lieu bank. Payment will be included in their regular direct deposit. As of the last pay period in November,

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equivalent cash payment shall be made for all accumulated time remaining in each employee's lieu bank.

- d) No overtime shall be paid for a period of less than fifteen (15) minutes worked immediately following the completion of the regularly scheduled working hours within a day.
- e) Employees shall request time off in lieu at least five (5) days prior to the date the employee would like the time off to commence.
- f) Any employee required to work in excess of two (2) hours of overtime after the completion of their full shift of seven (7) hours or eight (8) hours of paid work will receive a meal allowance of \$8.00.

## ARTICLE 15 – SHIFT PREMIUM

### 15.01 Allowance

All employees shall receive a premium eight-five (\$0.85) cents for each hour worked that occurs between 6:00 p.m. and 10:00 p.m.

All employees shall receive a premium of one dollar (\$1.00) for each hour worked that occurs between 10:00 p.m. and 6:00 a.m.

### 15.02 Overtime

Overtime shall not be pyramided onto the shift premium.

### 15.03 Out of Class Pay

An employee designated in writing by their immediate supervisor to perform the principle duties of a higher position inside the bargaining unit, for a minimum of one (1) day, shall be paid for the entire period worked, the minimum rate for the higher position; or at a rate which is the equivalent of one (1) increment of their regular pay group higher than their regular rate, whichever is the greater.

## ARTICLE 16 - CALL-IN PAY

### 16.01 Call-In Pay

Regular Employees who are called in shall be paid a minimum of four (4) hours or the time worked, whichever is the greater, at the Employee's regular rate.

## ARTICLE 17 - PAY ON DAY OF INJURY

**17.01 Injury on the Job**

Employees who are injured while in the course of their employment at work and are unable to continue to work because of such an injury shall be paid at their regular rate of pay for the balance of their shift.

**17.02 Medical Treatment**

Employees who require further medical treatment due to injury sustained at work, will be allowed the time off without loss of pay, providing as much advance notice to their immediate supervisor, and shall make every reasonable effort to schedule their medical appointments for a time when they are not on duty or a time that is in conjunction with their starting or quitting time.

**ARTICLE 18 - VACATIONS****18.01 Definition**

A vacation year shall be defined as the period from January 1<sup>st</sup> to December 31<sup>st</sup>.

**18.02 Regular Full Time Employees**

Regular Full-time Employees shall be entitled to vacation time with pay on the following basis:

Length of Service by December 31 <sup>st</sup> of the Vacation Year	Regular Full-time Employees Vacation
Employees with less than one (1) year	One (1) day per month to a maximum of ten (10) days
One (1) year but less than ten (10) years	Three (3) weeks
Ten (10) years but less than fifteen (15) years	Four (4) weeks
Fifteen (15) years but less than twenty five (25) years	Five (5) weeks
Twenty five (25) years or more	Six (6) weeks

**18.03 Regular Part-time Employees**

Regular Part-time Employees shall be entitled to vacation pay as follows:

Length of Service by December 31 <sup>st</sup> of the Vacation Year	Vacation Pay as a % of Earnings in the year ending December 31 <sup>st</sup>
Up to one (1) year	4%

One (1) year but less than ten (10) years	6%
Ten (10) years but less than fifteen (15) years	8%
Fifteen (15) years but less than twenty five (25) years	10%
Twenty five (25) years or more	12%
Vacation pay for all Regular Part-time Employees will be paid out as a percentage of earnings, outlined above, each pay period	

#### 18.04 Probationary Employees

- a) No vacation or vacation pay shall be granted before the completion of the probationary period.
- b) Probationary Employees who leave the service of the Corporation will be entitled to vacation pay at the rate of four percent (4%) of their gross pay.

#### 18.05 Vacation Scheduling

- a) Employees will be granted and shall take their vacation at such times as meets the operational requirements of the Corporation, considering in each case the efficient operation of the Corporation and the employee's seniority and the Corporation shall endeavour to provide at least one (1) week vacation to all employees requesting vacation during July or August.
- b) Employees who are entitled to more than three (3) weeks' vacation may be required to take their vacation in interrupted periods. The first three (3) weeks of vacation entitlement may be taken as a block. Further vacation entitlement may be taken in periods of no less than one (1) week at a time, unless the employee requests a vacation of less than one (1) week. Further vacation entitlement may be requested for period of less than one (1) week. Vacation requests submitted after the submission due dates will be considered on a first come, first served basis.

#### 18.06 Notice of Vacation

Employees shall notify the Corporation, in writing, of their vacation preference by March 1<sup>st</sup> in each year and the Corporation shall post an approved vacation schedule by March 31<sup>st</sup>. Employees who do not notify the Corporation without reasonable cause will be subject to Article 18.05.

#### 18.07 No Accumulation

Unused vacations may not be accumulated without the Corporation's prior approval, in writing, and in any case, accumulation may not exceed one year's entitlement.

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### 18.08 Illness or Injury

Employees incapacitated by illness or injury while on vacation shall, on the production of evidence satisfactory to the Corporation, have their vacation time reinstated.

### 18.09 Resignations

Regular full-time employees who leave the service of the Corporation will have their vacation entitlement pro-rated within the vacation year.

## ARTICLE 19 - PAID HOLIDAYS

### 19.01 Paid Holidays

a) Eligible employees as outlined in Article 19.02 shall be entitled to the following holidays with pay:

New Year's Day	Labour Day
Good Friday	Truth and Reconciliation Day
Family Day	Thanksgiving
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

b) Regular Full-time Employees shall be entitled to a floater holiday for Easter Monday, Remembrance Day and a Christmas Holiday. These floater holidays shall be scheduled by the supervisor in the same manner as vacation requests.

### 19.02 Non-Entitlement

Employees do not qualify for a paid holiday if they:

- a) do not work their scheduled regular day of work preceding or following the holiday unless their absence is for a reasonable cause and proof satisfactory to the Corporation is provided.
- b) have agreed to work on a public holiday, do not report for and perform the work without reasonable cause.

### 19.03 Substitution

a) Where a public holiday falls upon a working day for an employee, the Corporation will substitute another working day for the holiday.

- b) If the holiday falls upon a non-working day, the employee shall be given another normal working day off with pay.

## ARTICLE 20 – LEAVE OF ABSENCE

### 20.01 Personal Leave

The Corporation may grant a leave of absence without pay to an employee for legitimate personal reasons without loss of seniority, vacation or any benefits provided the granting of such leave shall not have an adverse effect on the normal operations.

Requests shall be in writing, stating the reason and shall be submitted fourteen (14) days prior to the commencement of leave, unless the circumstances make it impossible to do so. Replies shall be in writing and shall include the reasons if the request cannot be granted.

Such leaves may be for any reason other than for other employment and employees must have a minimum of one (1) year of service with the Corporation.

### 20.02 Pregnancy and Parental Leave

The Corporation agrees to grant pregnancy or parental leave in accordance with the terms of the current Ontario Employment Standards Act, as amended.

### 20.03 Leave for Union Business

Employees elected by the Union to attend conventions, conferences, educationals, and seminars, shall, where reasonably possible, be granted leave of absence without pay for same provided the Corporation is given reasonable notice.

No more than two (2) employees may be absent at any one time and such leaves without pay shall not total more than twenty (20) working days in one (1) year. However, an employee shall receive the pay and benefits provided for in this Agreement when on approved leave of absence for union work or conventions, and the Union shall reimburse the Corporation for all pay and benefits during the period of absence.

Upon receipt of reasonable notice, and contingent upon the requirements of its operations, the Corporation shall grant leave of absence without pay and benefits but without loss of seniority to one (1) employee only who is elected or selected for a full-time position with C.U.P.E. and Local 1287, O.F.L. and the C.L.C. for a period of not more than one (1) term, which shall not be greater than two (2) years.

Such leave may be renewed on request at the discretion of the Corporation. The employee shall be entitled to return to their former position at the expiration of the

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period, or to another position in accordance with their ability and seniority if their position is not available.

#### 20.04 Administration

Any leave of absence shall be requested in writing giving the purpose of the leave. A leave of absence granted by the Corporation shall be in writing and shall set out the length of absence granted, the purpose of the leave, and the terms, if any, on which it is granted.

### ARTICLE 21 – BEREAVEMENT LEAVE

In recognition of the fact that circumstances which call for bereavement leave are based upon individual circumstances, after an employee's request, the Corporation may grant additional paid or unpaid bereavement leave.

#### 21.01 Bereavement Leave

21.01 - An employee will be granted;

- (a)
  - i) An employee who works a five (5) day work week will be entitled to up to five (5) consecutive working days' leave of absence with pay on the death of a spouse, child/step-child, father/step-father, mother/step-mother, father-in-law, mother-in-law, brother/step-brother, sister/step-sister, or grandchild/step-grandchild.
  - ii) An employee who works a four (4) day work week will be entitled to up to four (4) consecutive working days' leave of absence with pay on the death of a spouse, child/step-child, father/step-father, mother/step-mother, father-in-law, mother-in-law, brother/step-brother, sister/step-sister, or grandchild/step-grandchild.
- (b) An employee will be entitled to up to three (3) consecutive working days leave of absence with pay on the death of a person who is a relative of the employee or the employee's spouse and normally resides in the employee's household, a grandparent/step-grandparent or spouse's grandparent/step-grandparent.
- (c) An employee will be entitled to up to two (2) days leave of absence with pay on the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece or nephew.
- (d) An employee may request to save one (1) or more days received under this article with approval of their manager.

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- (e) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, upon an employee's request, the Department Head, in consultation with the Director of Corporate Support Services, may grant additional paid bereavement leave.
  - (f) If a death occurs in an employee's immediate family as described in 21.01 (a), (b) or (c) while the employee is on vacation, they shall be granted the appropriate bereavement leave, and have their lost vacation time reinstated.

21.02 - When requested by the Corporation, the employee shall provide an obituary or other reasonable proof that is satisfactory to the Corporation.

## ARTICLE 22 – WITNESS OR JURY DUTY

### 22.01 Witness or Jury Duty

A Regular Full-time or Regular Part-time Employee, who is called for jury duty or subpoenaed as a witness in a court case or other tribunal of competent jurisdiction, shall absent themselves from work only to such reasonable extent as shall allow them to carry out such duties.

### 22.02 Notice

Upon receipt of a jury notice or subpoena, the employee, shall at the earliest opportunity, advise their supervisor of the receipt of the jury notice or subpoena, the date of absence, and the anticipated length of absence if known.

### 22.03 Compensation

- (a) The employee, at the time they advise their supervisor, shall elect whether to accept:
  - (i) the jury fees or witness fees excluding meal and mileage allowances, or
  - (ii) their standard rate of pay.

Under no circumstances shall an employee receive both:

- (i) jury fees or witness fees, and
  - (ii) their standard rate of pay. Should the employee elect to receive their standard rate of pay, they must remit to the Corporation their jury fees or witness fees, excluding meal and mileage allowances.
- (b) Employees who are not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

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## ARTICLE 23 – EMPLOYEE INSURANCE PROGRAM

### 23.01 Employee Insurance Program

The Employee Insurance Program shall consist of:

- a) Employer Health Tax (EHT) or its successor for all employees upon commencement of employment in accordance with the Ontario Health Insurance Commission Regulations for EHT;
- b) For Regular Full-time Employees, and subject to the conditions of the Insurance Company's policy, the Corporation shall pay one hundred percent (100%) of the premium cost of: and
  - (i) Group life insurance and accidental death and dismemberment (AD&D) subject to the requirements of the insurer in the amount equal to two (2) times the basic annual salary, to the next higher \$500.00. A paid up policy on normal retirement in the amount of \$6,000.00 - OR - a retiring allowance in the amount of \$4,000 as a lump sum payment less deductions, or as a direct transfer to a Register Retirement Savings Plan (RRSP) with confirmed contribution room if the employee has worked at least twelve thousand, seven hundred and forty (12,740) hours for the City of St. Catharines. Employees with less than seven (7) years of service will have their policy or retiring allowance prorated.
  - (ii) Extended health benefits plan, or equivalent with the following riders:
    - \$25/\$50 deductible
    - Prescription eyewear - \$400 per person every twenty-four (24) months for prescription eyewear or laser eye surgery
    - Eye Exams – maximum of \$95 every twenty-four (24) months effective upon ratification of this agreement
    - Hearing Aids - \$600 per person every twelve (12) months
    - Massage Therapy - \$70 per visit to maximum of \$300
    - Chiropractic coverage - \$70 per visit to maximum of \$500
    - Physiotherapy – \$70 per visit on referral of a medical practitioner to maximum of \$500
    - Psychologist, Social Worker/Counsellor, Master of Social Work and Psychotherapist: up to a maximum of \$3,000 per calendar year

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- Drug plan – equivalent to Drug Formulary 3 with the elimination of over the counter drugs and generic substitution unless the physician indicates no substitution and where there is no different in therapeutic value
  - Orthotics – two (2) pairs custom-made foot orthotics per calendar year to a maximum benefit of \$400 per person, per year
  - Private Duty Nurse – maximum of seventy-five (75) shifts per calendar year
- (iii) Dental – Health Code 9 Dental Care plan or equivalent, on the ODA schedule of fees on a one (1) year lag effective January 1 of each year, with a preventative oral recall examination and preventative services occurring once every nine (9) months for persons over the age of twelve (12) years and once every six (6) months for persons twelve (12) years and younger.

The Corporation will provide a benefit which will cover Dentures, Orthodontic Services, Crowning and Capping. This benefit will be 50/50 co-pay to a maximum of \$2,500 lifetime, per person.

- (iv) Semi-private Supplement, or equivalent.
- c) (i) The Corporation shall pay for each participating employee, all the costs of the extended health coverage, except for an employee:
- (a) on disability benefits under the Workers' Safety and Insurance Board in excess of one (1) year
  - (b) on authorized leave of absence in excess of ninety (90) days
  - (c) absence due to illness in excess of twenty-six (26) consecutive weeks
  - (d) an employee on lay-off or terminated shall cease to qualify for the above benefits at the end of the calendar month in which they are laid off or terminated. However, where the lay-off is of a temporary nature, the employee may continue the extended health coverage by paying the total cost to the Corporation by the fifteenth (15<sup>th</sup>) day of each month.
- (ii) An employee on pregnancy and parental leave, in accordance with the terms of the Ontario Employment Standards Act, will have benefits continue during the leave.
- (iii) An employee covered by the Employee Insurance Program is subject to co-ordination of benefits payments, where an employee or spouse has coverage under more than one benefit plan. The Employee agrees to disclose any benefit coverage by which he or

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his spouse is covered. The Employee is responsible for promptly informing the Corporation of any changes in the Employee's eligibility or that of his dependents for coverage under insurance plans.

- (iv) In consideration of benefits granted under this Agreement, the Union relinquishes the right of the employees to their share of the reduction in premium for Unemployment Insurance.
  - (v) The Corporation may at any time substitute another carrier for any of the benefits in Article 23, provided that the benefits conferred thereby are equivalent to existing benefits, and there is no increase in the premium cost to any employee. Such substitution will not occur in less than sixty (60) days' written notice to the Union. When such notice is provided, the Corporation will meet with the Union to discuss the changes.
- d) Current full-time employees will maintain their existing level of benefit coverage while they remain actively employed by the Corporation after age sixty-five (65).

This benefit coverage is for employees hired prior to January 1, 2015.

Full-time employees hired after January 1, 2015 will receive the following benefit coverage while they remain actively employed by the Corporation after age sixty-five (65):

- Basic Dental
- Drugs – only those allowed under the Ontario Drug Benefit Plan
- Prescription eyewear and Eye examination coverage only as per Article 23.01 (b) (ii)
- Paid up \$6,000 life insurance policy at age 65 - OR - a retiring allowance in the amount of \$4,000 as a lump sum payment less deductions, or as a direct transfer to a Registered Retirement Savings Plan (RRSP) with confirmed contribution room if the employee has worked at least twelve thousand, seven hundred and forty (12,740) hours continuously for the City of St. Catharines. Employees with less than seven (7) years of service will have their policy or retiring allowance prorated.

This benefit coverage is for the employee only and does not include coverage for spouses or dependents.

- e) The benefits listed in 23.01 (b) (ii) (iii) (iv) will be covered for spouse and dependent children until the end of the twelfth (12) month after the death of the employee or the date that the regular full-time employee would have turned 65 years of age, whichever is earlier.

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### 23.02 Premiums

In consideration of benefits granted under this Agreement, the Union relinquishes the right of the employees to their share of the reduction in premium for Employment Insurance.

### 23.03 Substitution of Insurance Carrier

The Corporation may at any time substitute another carrier for any of the benefits outlined in this article, provided that the benefits conferred thereby are equivalent to existing benefits.

## ARTICLE 24 - SICK LEAVE AND DISABILITY PLANS

### 24.01 Definitions

For the purpose of this Article:

- (a) "non-compensable accident" shall be deemed to mean:
  - (i) an accident suffered on the job for which compensation in lieu of wages is not received from The Workers' Safety & Insurance Board, including disallowance because of the Board's requirements for a minimum period of disability; and
  - (ii) an accident suffered other than while at work;
- (c) "standard daily wage" shall be the employee's bi-weekly rate of pay, divided by the number of normally scheduled working days in their pay period.

### 24.02 Payments for Disabling Illness or Non-Compensable Accidents

- (a) Regular Full-time Employees who have satisfactorily completed their probationary period, and who give satisfactory proof to the Corporation of disabling illness or non-compensable accident, shall be paid in accordance with Articles 24.03 and 24.04.
- (b) Whenever the Corporation requires an employee to produce a medical certificate, the Corporation will reimburse the employee any reasonable costs for such certificate, provided a receipt from the physician accompanies such certificate.

### 24.03 Short Term Disability (STD)

- a) Regular Full-time Employees will accumulate full-pay sick leave at the rate of one (1) day per month to a maximum of twelve (12) working days per year to

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- a maximum grand total of eighty-five (85) working days;
- b) Regular Full-time Employees will be paid their regular pay during the days of absence due to illness or accident, subject to the above limitations;
  - c) deductions for C.P.P., Employment Insurance (E.I.), the pension plan and any other 'employee-paid' benefits will continue during the above calculated STD period;
  - d) Regular Full-time Employees absent in excess of the period for which they are entitled to receive one hundred percent (100%) of their regular pay will be given a record of employment for E.I. coverage;
  - e) unused sick leave will have no value at retirement or termination of employment with the Corporation;
  - f) there will be no sick time for Regular Part-time Employees but the Corporation is prepared to allow a Regular Part-time Employee to make up time lost due to illness, at another time, where possible.
  - g) There will be no deduction in pay for the first hour for an employee to attend a medical or dental appointment. It is understood that employees will make every effort to book medical appointments as to cause the least interruption in service.

#### 24.04 Long-Term Disability (LTD)

- a) Continued disability beyond the seventeen (17) weeks will be deemed to be long-term disability. Pay will continue to be maintained at seventy-five percent (75%) either through the Long-Term Disability Insurance Plan or by the Corporation. Payments for the weeks seventeen (17) to twenty-six (26) inclusive will be the responsibility of the Corporation, while payments for weeks twenty-seven (27) on will be the sole responsibility of the Disability Insurance Plan; and individuals must meet the qualifying conditions of the plan.

On commencement of long-term disability, C.P.P. and E.I. deductions will be suspended and the employee will apply for C.P.P. long-term disability benefits. Similarly the employee will file for disability claim under OMERS, either for waiver of premium or disability pension benefits. Any long-term disability benefits will be reduced by disability benefit payments received under C.P.P., OMERS, or from W.S.I.B., so that total benefits do not exceed seventy-five per cent (75%) of regular pay.

During the long-term disability period, insurance plans as outlined in Section 23.01 will be continued on behalf of the employee by the Corporation. Long-term disability income benefits will not extend beyond age sixty-five (65).

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- b) Long-term Disability Insurance Plan, when in effect, will provide seventy-five percent (75%) of income, based on own occupation for a minimum period of two (2) years.
  - c) Employees off on L.T.D. for thirty (30) months or greater will have their seniority date frozen at the end of the thirty (30) months.
  - d) Long-Term Disability will be paid out at the employee's standard daily wage.

#### 24.05 LTD Definitions

- (a) "Non-compensable accident" shall be deemed to mean:
  - (1) an accident suffered on the job for which compensation in lieu of wages is not received from the Workers' Safety and Insurance Board, including disallowance because of the Board's requirements for a minimum period of disability; and
  - (2) an accident suffered other than while at work;
- (b) "Standard daily wage" shall be the employee's bi-weekly rate of pay, divided by the number of his normally scheduled working days in the pay period.

### ARTICLE 25 – HEALTH AND SAFETY

#### 25.01 Provisions for Health and Safety

The Corporation will continue to make adequate provisions for the health and safety of employees during the hours of their employment.

#### 25.02 Improvements

Safety recommendations submitted to the Corporation will receive prompt and serious consideration with the aim of eliminating, as far as practical, unsafe working conditions, unsafe working practices, and other hazards to the health or safety of employees during working hours.

#### 25.03 Safety Footwear

- a) The Corporation upon receiving a receipt, agrees to authorize the payment of up to \$200.00 annually to each full-time and part-time Custodian who is required to wear safety footwear, for the purpose of purchasing C.S.A. – Certified Grade 1 safety footwear bearing the green triangle patch.
- b) The Corporation, upon receiving a receipt, agrees to authorize the payment of up to \$200.00 every three (3) years to all other employees required to wear

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safety footwear on an occasional basis. Safety footwear must be CSA Certified Grade 1 footwear bearing the green triangle patch.

#### 25.04 Uniforms

- a) Each Hospitality Services Associate (Full-Time and Part-Time) shall be provided with four (4) summer shirts and two (2) winter shirts.
- b) The Corporation will supply to each Regular Full-time and Regular Part-time Custodian four (4) summer shirts and three (3) winter shirts. In addition, the Corporation will provide a winter coat to those custodians required to work outside during the winter months to be replaced on an exchange basis, and will be provided with an allowance of up to one-hundred (\$100.00) dollars, with receipt, per year for the purchase of pants.
- c) The Corporation will provide one (1) pair of coveralls to each regular employee who requires such in the performance of their duties to be replaced on an exchange basis.

### ARTICLE 26 - MILEAGE ALLOWANCE

#### 26.01 Local Travel

When requested and authorized by the Corporation to use personal vehicles for Corporation business, employees who do so will be paid the Corporation's reimbursement rate which is based on the Canada Revenue Agency's (CRA) two tier automobile rates per kilometer.

### ARTICLE 27 - BULLETIN BOARD

#### 27.01 Posting

- a) The Union shall have the use of a bulletin board on the Corporation's premises for the purpose of posting notices relating to the Union's legitimate business.
- b) Notices other than those announcing regular or special meetings of the Union shall be approved by the Corporation prior to posting and such approval shall not be unreasonably withheld.

### ARTICLE 28 - NOTICES

#### 28.01 Employees' Addresses

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All employees shall provide the Corporation with their current street address, mailing address and telephone number of their residence. Any employee whose current street address, mailing address, or telephone number is changed shall notify the Corporation within a reasonable time frame.

#### 28.02 Supervisory Staff

The Corporation will give the Union written notice of the names of the supervising staff and alternates.

#### 28.03 Notices

Notice to the parties shall be addressed to:

- (a) City Hall, 50 Church Street, P.O. Box 3012, St. Catharines, Ontario. L2R 7C2 (in the case of the Corporation);
- (b) St. Catharines Museum, 1932 Welland Canals Parkway, St. Catharines, Ontario, L2R 7K6
- (c) Canadian Union of Public Employees, Local 1287, 133 Front Street North, Unit #3, Thorold, ON. L2V 0A3 (in the case of the Union); and
- (d) Canadian Union of Public Employees, Two Westport Centre, 110B Hannover Drive, Suite 103, St. Catharines, Ontario. L2W 1A4.

### ARTICLE 29 – NO STRIKES OR LOCKOUTS

29.01 During the life of this Agreement, the Union agrees that there will be no strikes and the Corporation agrees that there will be no lockouts, as defined in the *Ontario Labour Relations Act*.

### ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement shall remain in force from January 1, 2023 to December 31, 2025, and shall continue in force thereafter from year to year unless in any year, not less than sixty (60) working days, nor more than ninety (90) working days prior to the expiration date, either party gives notice in writing to the other party of its desire to terminate or negotiate any revision to this Agreement.

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SIGNED AT ST. CATHARINES, ONTARIO, THIS 27th DAY OF NOVEMBER, 2023.

FOR THE CORPORATION OF THE CITY OF ST.  
CATHARINES

DocuSigned by:  
*Mayor Siscoe*  
9DEB9EC19D2B482...

DocuSigned by:  
*K. Sulli*  
5A81961F48B4498...

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

DocuSigned by:  
*J. DeB...*  
61F48B86F4C34C6...

DocuSigned by:  
*Brenda Lemantes*  
35D6509C929A40B...

DocuSigned by:  
*Irene Romagnoli*  
2964560BC87247A...

DocuSigned by:  
*Abbey Stansfield*  
591E167C393647E...

**SCHEDULE "A" – POSITIONS**

Group	Position
1	Hospitality Services Associate Custodian
2	Sr. Hospitality Services Associate
3	Public Programmer Collections Technician
4	Exhibition Programmer

**SCHEDULE "B" – WAGES**

Classification	Year	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Custodian I	Jan 1, 2023	\$18.7189	\$19.3468	\$20.0080	\$20.6470	\$21.3961	
Hospitality Services Associate	Jan 1, 2024	\$19.2805	\$19.9272	\$20.6082	\$21.2664	\$22.0380	
	Jan 1, 2025	\$19.7625	\$20.4254	\$21.1234	\$21.7981	\$22.5890	
Senior Hospitality Services Associate	Jan 1, 2023	\$21.6386	\$22.5531	\$23.4014	\$24.2388		
	Jan 1, 2024	\$22.2878	\$23.2297	\$24.1034	\$24.9660		
	Jan 1, 2025	\$22.8450	\$23.8104	\$24.7060	\$25.5902		
Collections Technician	Jan 1, 2023	\$24.0073	\$25.0871	\$26.1669	\$27.2576	\$28.2933	
Public Programmer	Jan 1, 2024	\$24.7275	\$25.8397	\$26.9519	\$28.0753	\$29.1421	
	Jan 1, 2025	\$25.3457	\$26.4857	\$27.6257	\$28.7772	\$29.8707	
Exhibition Programmer	Jan 1, 2023	\$25.5278	\$26.5743	\$27.6211	\$28.6677	\$29.7255	\$30.7503
	Jan 1, 2024	\$26.2936	\$27.3715	\$28.4497	\$29.5277	\$30.6173	\$31.6728
	Jan 1, 2025	\$26.9509	\$28.0558	\$29.1609	\$30.2659	\$31.3827	\$32.4646

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## **Remote Work Policy and Procedures**

### **Letter of Understanding**

#### **Between**

**The Corporation of the City of St. Catharines  
(Hereinafter referred to as "The Corporation")**

#### **And**

**Canadian Union of Public Employees (CUPE)  
Local 1287  
(Hereinafter referred to as "the Union")**

### **Re: Remote Work Policy and Procedures**

WHEREAS the Corporation has introduced a Remote Work Policy (the "Policy") that applies to employees who have been approved for remote work as defined within the Policy and where an employee's position is eligible;

AND WHEREAS the Union supports the aforementioned Remote Work Policy and the participation of their membership in remote work as outlined in this Policy;

NOW THEREFORE the parties agree to the following:


1. Union members may participate in remote work as outlined in the Remote Work Policy;
2. If there are instances where the Policy or the individual remote work agreements conflict with the Collective Agreement, the terms and conditions of the Collective Agreement will apply;
3. Individual employee participation in remote work will be on a case-by-case basis, based on management approval and operational needs;
4. With prior Union consultation and two (2) weeks advanced notice, The Corporation can amend, change, modify or cancel the Policy at any time and those who participate in remote work will comply with any and all provisions outlined therein;
5. Individual remote work agreements can be altered, suspended or discontinued for any reason by management by providing the impacted employee two weeks' notice;
6. This Letter of Understanding shall remain in place for the remainder of the 2023-2025 Collective Agreement; at which time it may be re-negotiated or renewed upon mutual agreement between the Parties.


7. This agreement is made without prejudice and precedent to either party.

Dated at the City of St. Catharines this \_\_\_\_\_ day of 09/20/2023, 2023

**For the Union**

**For The Corporation**

  
\_\_\_\_\_  
*a Stansfeld*  
*June Romagnoli*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
*Catherine Powell*  
\_\_\_\_\_  
*Leni Brunetta*  
\_\_\_\_\_  
*Phil Grant*  
\_\_\_\_\_  
*Ron ...*  
\_\_\_\_\_  
*Veronica Golden*  
\_\_\_\_\_

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## **Alternative Work Arrangement Policy**

### **Letter of Understanding**

#### **Between**

**The Corporation of the City of St. Catharines  
(Hereinafter referred to as "The Corporation")**

#### **And**

**Canadian Union of Public Employees (CUPE)  
Local 1287  
(Hereinafter referred to as "the Union")**

### **Re: Alternative Work Arrangement (AWA) Policy**

WHEREAS the Corporation has introduced an Alternative Work Arrangement (AWA) program that allows employees to flex their work schedule such that they can increase their regular daily hours and subsequently reduce the total number of days worked per month;

AND WHEREAS the Union supports this program and the voluntary participation of their membership in this program;

NOW THEREFORE the parties agree to the following:

Union members may voluntarily participate in the above referenced program;  
Individual employee participation in the program will be on a case by case basis, based on management approval and operational needs;

With prior Union consultation and two (2) weeks advance notice, The Corporation can amend, change, modify or cancel the program at any time and those who participate in the program will comply with any and all provisions outlined therein;

Individual Alternative Work Arrangements can be altered, suspended or discontinued for any reason by management by providing the impacted employee two weeks' notice;

The Union agrees and acknowledges that employees who participate in this program will not be entitled to overtime or premium pay for the hours worked over and above their standard daily or weekly hours as associated with this program;

Nothing in this agreement shall limit an employee's right to overtime or premium pay when any additional hours that they work are not in association with their participation in this program;

This Agreement shall remain in place for the remainder of the 2023-2025 Collective Agreement; at which time it may be re-negotiated or renewed upon mutual agreement between the Parties.

This agreement is made without prejudice and precedent to either party.

Dated at the City of St. Catharines this \_\_\_\_\_ day of 09/20/2023, 2023.

**For the Corporation**

[Signature]  
Kathleen Powell  
[Signature]  
Joni Casaccia  
[Signature]  
Phil Crabb  
[Signature]  
Renee Conner  
[Signature]  
Viravio Golden

**For The Union**

[Signature]  
La Stanfield  
[Signature]  
Paul Romagnoli  
[Signature]  
[Signature]

**Certificate Of Completion**

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Subject: Complete with DocuSign: CUPE 1287 2023-2025 Collective Agreement.pdf  
Source Envelope:  
Document Pages: 43  
Certificate Pages: 6  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
Linda Murray  
50 Church Street  
St. Catharines, ON L2R 7C2  
lmurray@stcatharines.ca  
IP Address: 68.71.19.180

**Record Tracking**

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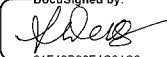
Holder: Linda Murray  
lmurray@stcatharines.ca

Location: DocuSign

**Signer Events**

Amanda Wells  
awells@cupe.ca  
Security Level: Email, Account Authentication  
(None)

**Signature**

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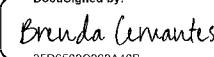
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Signed using mobile

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Brenda Cervantes  
secondvp@cupe1287.com  
Security Level: Email, Account Authentication  
(None)

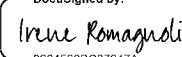
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Irene Romagnoli  
iromagnoli@stcatharines.ca  
Security Level: Email, Account Authentication  
(None)

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Signed: 11/28/2023 8:51:39 AM

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**Electronic Record and Signature Disclosure:**  
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Abbey Stansfield  
astansfield@stcatharines.ca  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
591E167C393647E

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Signed: 11/28/2023 9:12:35 AM

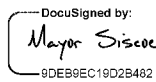
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**Signer Events**

Mayor Siscoe  
mat@stcatharines.ca  
Security Level: Email, Account Authentication  
(None)

**Signature**



Signature Adoption: Pre-selected Style  
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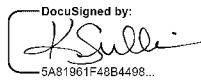
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**Electronic Record and Signature Disclosure:**

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ID: 08caf84d-dafc-4034-b5ff-7c3afa12f87d

Kristen Sullivan  
ksullivan@stcatharines.ca  
Deputy Clerk



Signature Adoption: Drawn on Device  
Using IP Address: 68.71.19.180

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Viewed: 11/30/2023 10:30:25 AM  
Signed: 11/30/2023 10:35:05 AM

City of St Catharines  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Tricia Weaver  
office@cupe1287.com  
Executive Assistant  
CUPE Local 1287  
Security Level: Email, Account Authentication  
(None)



Sent: 11/30/2023 10:35:08 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Linda Murray  
lmurray@stcatharines.ca  
The City of St Catharines



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Viewed: 11/30/2023 10:37:08 AM

Security Level: Email, Account Authentication  
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**Electronic Record and Signature Disclosure:**

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**Witness Events**

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**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

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Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

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11/30/2023 10:35:10 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, The City of St Catharines (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact The City of St Catharines:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [lgarner@stcatharines.ca](mailto:lgarner@stcatharines.ca)

### **To advise The City of St Catharines of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [lgarner@stcatharines.ca](mailto:lgarner@stcatharines.ca) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from The City of St Catharines**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [lgarner@stcatharines.ca](mailto:lgarner@stcatharines.ca) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with The City of St Catharines**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [lgarner@stcatharines.ca](mailto:lgarner@stcatharines.ca) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The City of St Catharines as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The City of St Catharines during the course of your relationship with The City of St Catharines.