

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1757

Niagara  Region

APRIL 1, 2025 TO MARCH 31, 2028

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THIS AGREEMENT RENEWED ON THIS *12th day of June, 2025.*

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter referred to as the "Corporation")

OF THE FIRST PART

- and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 1757**
(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT:

ARTICLE 1 – PREAMBLE

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

Now, therefore, the Parties agree as follows:

ARTICLE 2 – RECOGNITION

2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all regular full-time, regular part-time and casual employees as per Schedule "A".

2.02 The Corporation and the Union agree that any new position in the Public Health Department shall be discussed by the Parties to determine whether they come within the jurisdiction of this Agreement or are excluded therefrom. If an agreement cannot be reached, the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure.

- 2.03 The word "employee" in this Agreement shall mean the employees of the Corporation for whom the Union is the bargaining agent as set out in Article 2.01.
- 2.04 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which conflicts with the terms of this Agreement.
- 2.05 Employees not covered by the terms of this Agreement, other than students, will not work on jobs which are normally done by employees covered by this Agreement, except for purpose of instruction, experimenting, or in emergencies when regular employees are not readily available.
- 2.06 The Corporation agrees that students will not in any way displace regular employees during normal hours of work, nor will they be retained in or granted work or overtime in preference to regular employees who normally perform the work.
- 2.07 The Corporation and Union agree that Interns may be employed for the purpose of completing their Board certification requirements. It is further understood that where there are no qualified employees available, Interns may be employed for periods exceeding those usually required by the Board. In the event an Intern's employment is extended beyond the Board's certification period, they shall receive all corresponding rights and entitlements an employee receives under the Collective Agreement.

ARTICLE 3 – DEFINITION OF EMPLOYEES

- 3.01 Employees shall be defined in this Agreement in the following categories:
- (a) Regular full-time employees are employees who work regularly more than **twenty-eight (28)** hours per week;
 - (b) Regular part time: Employees who work regularly on a predetermined schedule of **twenty-eight (28)** hours per week or less than **twenty-eight (28)** hours per week.
 - (c) Casual: Employees who work on a call-in basis. No casual employee shall work while any regular full-time or part-time employee, as described above, is on layoff and is capable and available to perform the work.
 - (d) Students: Employees who are employed under the terms and provisions of Article 2 and the Student Letter of Understanding as attached herein.

ARTICLE 4 – UNION SECURITY

4.01 All employees who are presently members of the Union shall remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees shall as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

ARTICLE 5 – UNION DUES

5.01 The Corporation agrees to deduct such regular monthly Union dues as are levied upon all members of the Union in accordance with its constitution and by-laws, from the first pay in each month of all present employees and of all new employees after thirty (30) calendar days of employment.

5.02 The amount of such regular monthly Union dues shall be certified to the Corporation by the Secretary-Treasurer of the Union Local. No more than one (1) change will be recognized by the Corporation during the life of this agreement.

5.03 (a) The total amount of the monthly deductions will be remitted by the Corporation, regularly by the fifteenth day of the month following the deduction to the Secretary-Treasurer of the Union local.

(b) On a monthly basis, the Corporation will deliver a list of the employees' names and addresses from whom the deductions were made and the amount of the deductions.

ARTICLE 6 – NEW EMPLOYEES

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

6.02 New employees will have the opportunity to meet with a representative of the Union for a reasonable period of time within thirty (30) calendar days after commencement of employment, to acquaint the Employee(s) with such Union Representative and the Collective Agreement.

Such meeting will be arranged by the Union and subject to the approval of the Region. The meeting will take place either in person or virtual during working hours.

ARTICLE 7 – DIVERSITY, EQUITY, AND INCLUSION

- 7.01 The Parties are committed to promoting a workplace of diversity, equity and inclusion.
- 7.02 The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised with respect to any employee because of any grounds enumerated in the Ontario Human Rights Code, nor by reason of their membership or activity in the Union.
- 7.03 No employee shall be subjected to sexual harassment or any other form of discrimination or harassment as defined under the Ontario Human Rights Code.
- 7.04 The Parties recognize National Day for Truth and Reconciliation as a day to acknowledge the history of the residential school system and to honour the children taken, their families and communities. The Parties encourage all staff to advance their education and awareness of the history of Indigenous people living in Niagara and Canada.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.01 The Union acknowledges that it is the exclusive right and function of the Corporation to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, direct, transfer, promote, lay-off;
 - (c) Discharge, demote and suspend or otherwise discipline employees for just cause;
 - (d) Generally, to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its offices or places of employment, the methods, processes, and means of performing the various functions are solely the right and responsibility of the Corporation.
- 8.02 The Corporation also has the right to make and alter from time to time, rules and regulations to be observed by the employees, provided that no change shall be made by the Corporation in such rules and regulations without prior notice and discussion with the Union.
- 8.03 The Corporation agrees that these functions in Article 8 will be exercised in a manner consistent with the provisions of this agreement and a claim that the Corporation has exercised these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.

ARTICLE 9 – UNION COMMITTEES AND STEWARDS

9.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Corporation in writing of the names of its officers, Lead steward, stewards, and the Union Committee and the area over which each steward is responsible.

9.02 The Union shall have the right at any time to have the assistance of their National Representative when dealing or negotiating with the Corporation.

9.03 The Corporation will recognize:

- (a) Five (5) stewards excluding a Lead steward, all of whom shall be employees of the Corporation, and
- (b) A Union Grievance Committee of three (3) employees of the Corporation, one of whom shall be President of the Local Union or their representative, a second shall be the Lead Steward. If a grievance is to be considered, another may be the Steward concerned with the grievance.
- (c) A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union, as appointees of the Union. The Bargaining Committee shall deal with such matters as reviewing and negotiating to amend this Agreement. The Union will advise the Corporation of the Union nominees to the Committee.
- (d) Meetings between the Corporation and Union shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each Party not less than five (5) working days prior to the time of the scheduled meeting except in the case of an emergency.

9.04 The President of the Union or their representative, Lead Steward, Stewards and Committee members have regular duties to perform on behalf of the Corporation. No such employee will absent themselves from their regular duties unreasonably in order to deal with grievances, or other Union business, nor will they leave their regular duties prior to receiving permission from their supervisor. Such permission to leave will not be unreasonably withheld.

In accordance with this understanding, the Corporation will compensate the President or their representative, Lead Steward, Stewards and Committee members for their regularly scheduled work time spent in servicing grievances and attending meetings between the Parties, and in reviewing and amending this agreement, up to the time a Ministry of Labour conciliation officer is appointed.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. Should any difference arise between the Corporation and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner:

10.02 Complaint Stage

It is understood that an employee has no grievance until they have first discussed their complaint with their immediate supervisor without satisfaction. The employee may, if they wish, be accompanied by their Steward or in the Steward's absence, the Lead Steward.

10.03 Step 1

In the first instance, an employee shall take up any such grievance in writing directly with their immediate supervisor within five (5) days of the event upon which the grievance is based. The immediate supervisor shall, if requested by the employee, arrange for the presence of their Steward. The supervisor will give their decision in writing within five (5) days.

10.04 Step 2

If not then settled in Step 1, the grievance may within five (5) days be submitted in writing to the Labour Relations Manager or designate. The Grievance Committee shall be given an opportunity to discuss the grievance with the Committee of Management within ten (10) days of submission of the grievance. The Committee of Management shall give their decision in writing within five (5) days of the discussion. The response shall specify the facts and reasons upon which the decision is based.

10.05 Mediation

Prior to a grievance being submitted to arbitration, either party may request the assistance of a grievance mediation service. If the Parties mutually agree to utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

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

The costs of the grievance mediation services will be jointly shared by the Parties.

10.06 Step 3 - Arbitration

- (a) If the grievance is still not settled, the Union will notify the Corporation within thirty (30) days of the reply in Step 2 of their desire to proceed to Arbitration.
- (b) The Parties will each appoint an Arbitrator within ten (10) days after the notification from the Union has been received and will promptly advise the other party of the name of their nominee.
- (c) The two nominees will then attempt to agree upon a Chairperson and if they cannot agree within a further fifteen (15) days then such Chairperson shall be appointed by the Minister of Labour at the request of either party.
- (d) Each of the Parties hereto shall bear the expense of the nominee appointed by it and the Parties shall jointly bear the expense of the Chairperson.
- (e) The Arbitrators shall not be authorized to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.
- (f) The proceedings of the Arbitration Board will be expedited by the Parties hereto and the decision of the majority of such Board will be final and binding on the Parties hereto. In case there is no majority of the Board, then the decision of the Chairperson shall be similarly final and binding.
- (g) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement.

The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of this Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and proceed with the matter on the merits.

The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the

Union Committee, in the case of a Corporation Grievance shall stand.

- (h) Notwithstanding the above, the Parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to Arbitration. All other provisions of this article shall be appropriately followed with an understanding that a sole Arbitrator will be appointed.

10.07 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.

10.08 Group Grievance

Within ten (10) days of the event upon which the Grievance is based, the Corporation 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 claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the Grievance Procedure. No grievance shall be submitted by the Union under Section 10.08 unless it involves:

- (a) More than three (3) employees and provided that the matter has first been discussed with Supervisor concerned, or
- (b) Any number of employees working for different Supervisors.
Nothing in this Article shall prevent the Parties from agreeing to the appointment of a sole Arbitrator that is acceptable to both Parties.

10.09 Corporation Grievance

Within ten (10) days of the event upon which the Grievance is based, the Corporation may submit a Grievance in writing to the Union alleging the violation of a term of this agreement. Such a grievance shall set out the facts and the section or sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the Grievance Procedure.

10.10 Policy Grievance

Within ten (10) days of the event upon which the grievance is based, the Employer or the Union may submit a policy grievance in writing to the other alleging the violation of its rights under 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 commencing at Step 2 of the Grievance Procedure. A grievance under this Article shall be restricted to matters of policy as between the Employer and the Union and shall not be submitted for the purpose of obtaining any remedy for individual employees.

10.11 If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned.

10.12 In this Article 10, days shall exclude Saturdays, Sundays, and Paid Holidays.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

11.01 Whenever the Corporation deems it necessary to censure an employee, the Corporation shall within five (5) working days thereafter give written particulars of such censure to the employee involved, with a copy to the Union. It is understood that the Corporation will copy the Union in all discipline cases.

At the time of a formal investigative or fact-finding interview, and at the time where any discipline is issued, an employee shall have the right to have a Union Representative present.

11.02 (a) Discharge or Suspension Grievance

A claim by an employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Labour Relations Manager or designate at Step 2 within five (5) working days after the discharge or suspension or within five (5) working days after the Union has been notified, whichever is the later.

(b) Such grievance may be settled by confirming the Corporation'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.

11.03 (a) Any disciplinary or adverse notation that is not in the nature of coaching and counseling, in writing shall be removed from an employee's record after a period of eighteen (18) months in which they have not received any disciplinary warning or suspension.

(b) It is understood that the eighteen (18) month period noted above shall be extended as a result of any absence from the workplace greater than thirty (30) calendar days for a period equivalent to the duration of such absence.

ARTICLE 12 – COACHING AND COUNSELLING

12.01 Any coaching and counseling letters are non-disciplinary and shall be removed from an employee's record after a period of twelve (12) months in which they have not received any coaching or counseling notations/letters. Such letters may be grieved under the Collective Agreement; however it is understood that any such grievance shall be to the facts contained in such letter but not to the issuance of the letter itself.

It is understood that twelve (12) month period noted above shall be extended as a result of any absence from the workplace greater than thirty (30) calendar days for a period equivalent to the duration of such absence.

ARTICLE 13 – NO STRIKES OR LOCK-OUTS

13.01 During the life of this Agreement, the Union agrees that there will be no strike and the Corporation agrees that there will be no lock-out. The definition of the words "Strike" and "Lock-out" shall be set forth in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 14 – PROBATIONARY PERIOD

- 14.01** (a) Employees shall be placed on the seniority list as of the date of hiring after a probationary period of 840 hours worked.
- (b) Until an employee is so placed on the seniority list, they shall be known as a probationary employee who may not grieve regarding discharge provided that at the request of the Union such discharge will be discussed at a meeting as provided under Section 9.03 (d), but any such discussion will not be subject to the grievance procedure.

Notwithstanding the above, the Union may file a grievance if they allege that the termination was for reasons that are either arbitrary, discriminatory or in bad faith.

ARTICLE 15 - SENIORITY

- 15.01** (a) Seniority will be recognized as length of time in the bargaining unit. Service will be recognized as length of time with the Corporation.
- (b) A regular part-time and casual employee's seniority and length of service shall be amended to be proportional to time normally and actually worked.
- (c) Any regular full-time or part-time employee within the Corporation, who becomes a member of CUPE Local 1757 as the result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Corporation to CUPE Local 1757 upon successful completion of the probationary period as per Article 14.
- 15.02** The Corporation shall prepare one (1) seniority list for full-time, regular part-time and casual employees.
- 15.03** The Corporation shall maintain a master seniority list for regular employees which will include employee seniority date. The list shall be updated following each pay

period and a copy shall be posted to the Corporation's intranet system. At any time during working hours, up-to-date seniority information shall be available, on reasonable notice, to the Union on application to Human Resources.

The Corporation recognizes that regular part-time employees who become regular full-time shall bring their accumulated seniority with them, and similarly, full-time employees who become part-time will be credited with their full-time seniority.

15.04 It shall be the responsibility of each employee to review and then inform the Corporation and the Union of any seniority discrepancy at the earliest opportunity. In any event, the Corporation shall be limited in its obligation to correct any discrepancy up to ninety (90) calendar days prior to the complaint being filed. Notwithstanding this, if an employee was unable to review the list as a result of being on any approved leave of absence, the Region shall also be obliged to correct any discrepancy for this period of time in addition to the above ninety (90) days. Also, for any employee who has recently passed probation, they shall have ninety (90) calendar days from the date in which they were placed on the seniority list to review and inform the Corporation of any such discrepancy, and the Corporation shall correct any identified discrepancy in their seniority from their date of hire.

15.05 The following is the process to be used when two (2) or more employees have the same start date for seniority purposes:

For employees hired after January 1, 1997 - using the last three (3) numbers of the employee's Social Insurance Number (SIN), whomever has the lowest last three numbers will be considered the first hired, and so on. If two employees have identical last three (3) numbers, the fourth number of the SIN number will be compared with the lowest fourth number of the two (2) employees being considered the first hired.

Example 1: Employee A 779 441 789
Employee B 706 123 690

Employee B is considered the first hire

Example 2: Employee A 779 441 789
Employee B 706 123 789

Employee A is considered the first hire

ARTICLE 16 – LOSS OF SENIORITY

16.01 An employee shall not lose seniority rights if they are absent from work because of **illness, injury**, lay-off, or leave of absence **which has been** approved by the Corporation. An employee shall only lose their seniority and be deemed terminated and no longer an employee for the following reasons:

- (a) if an employee resigns;
- (b) after twenty-four (24) consecutive months lay-off (an employee may qualify for statutory severance entitlement as provided under the Ontario Employment Standards Act, 2000 (ESA), as amended);
- (c) if an employee is discharged and the discharge is not reversed through the Grievance Procedure;
- (d) if an employee has been absent for five (5) consecutive working days without having been granted a leave of absence in accordance with Article 24 and does not give a satisfactory reason;
- (e) if an employee is laid off and fails to return to work within (5) working days after being notified by registered mail to their last known address on the Corporation's records to report for work and does not give a satisfactory reason;
- (f) if an employee overstays a leave of absence, granted by the Corporation in writing, and does not secure an extension of such leave, or provide a reason satisfactory to the Corporation for the overstaying of such leave;
- (g) at the end of the month in which the employee retires.

16.02 It is agreed that the first day of retirement shall be the first day of the month following the month an employee retires and resigns their employment.

ARTICLE 17 – JOB POSTINGS

17.01 Awarding of Positions

- (a) In promotions, demotions, transfers, layoff and recall, the following factors shall be considered:

- (a) seniority;

- (b) knowledge, efficiency and ability to do the normal requirements of the job;

- (c) physical ability to perform the functions of the position;

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

- (b) Where the Corporation determines interviewing is required, the following shall be considered when assessing competing applicants for a vacancy.
 1. Interview questions shall be standard for each applicant as determined by the Corporation.
 2. Interview questions must be relevant to the necessary qualifications and requirement of the vacancy.

3. Interview questions and applicant responses shall be recorded at any interview.

- (c) An employee selected as a result of a posted temporary vacancy need not be considered for a subsequent temporary vacancy during the term of the original temporary position.
- (d) The Corporation need not consider probationary employees for any subsequent postings during the employee's probationary period.
- (e) An employee who has commenced a permanent position need not be considered for subsequent permanent postings for a period of four (4) months except where the posting would result in a promotion or where the only change in the preceding four (4) month period was employer-initiated.
- (f) An employee who either commences a new permanent position or returns to a permanent position following completion of a temporary position need not be considered for subsequent temporary postings for a period of four (4) months except where the posting would result in a promotion or where the only change in the preceding four (4) month period was employer-initiated.

17.02 No qualifications shall be set by the Corporation for any job unless the qualifications are reasonable and necessary for the performance of that job.

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

17.04 Vacancies

Employees shall work on jobs assigned to them by the Corporation from time to time, provided that the right to make permanent transfers shall, subject to 17.01, be dealt with in the following manner:

- (a) Vacancies which the Corporation intends to fill shall be posted for a period of seven (7) calendar days. If no suitable candidate applies, the job may be filled by the Corporation from among other employees, or by new hirings.
- (b) If the Corporation decides not to fill a vacancy, they shall immediately notify the Union in writing. A meeting shall be held if either party makes a request for one.
- (c) The posting shall show the classification vacant, the requirements of the job, wages and wage scale, office location, division, duties presently assigned.
- (d) Should external advertising for any vacancy occur, it is understood that no

external candidate will be considered for any vacancy until present employees have had an opportunity to apply in accordance with the stated job posting time limits and had their qualifications assessed.

External advertising may occur from time to time concurrently with internal postings with the understanding that the above shall apply.

- 17.05 (a) An employee may apply for a posted job as designated on the posting, setting out in detail, their qualifications for the job.
- (b) On a monthly basis, the Corporation shall provide the Union the name and seniority status of the successful applicant capturing any successful applicants from within the previous calendar month.
- (c) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why they did not get the job. Any such request shall be made within three (3) working days of the filling of the vacancy and the answer shall be given within three (3) working days of the making of the request.
- (d) In no case shall a casual employee exercise seniority against a regular employee, but if a vacancy for a regular position is not filled by a present regular employee, a casual employee who applies for the vacancy, shall be considered before a new employee is hired.

17.06 Appointment Dates

Appointments from within the bargaining unit shall be made within twenty (20) working days of the date of acceptance of the position, except where a specific future start date was communicated through the recruitment process, or mutually agreed between the Parties. Where specific future start dates are identified, the Union shall be provided advance notice including the rationale for the specific start date. The Parties shall promptly meet to discuss any concerns if requested by either party.

17.07 Trial Period

The successful applicant appointed to a posted vacancy shall be placed on the job for an assessment period of four hundred and fifty (450) hours worked. Conditional upon satisfactory service, such transfer shall be confirmed after the successful completion of the assessment period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds the new position unsatisfactory, they shall be returned to their former permanent position without loss of seniority and wage or salary, within a reasonable period of time following written confirmation by Human Resources. The Union will receive a copy of this written confirmation. Such decision by either

Party will not prejudice further consideration of the employee for any other vacancy.

17.08 When a secondary vacancy occurs due to the transfer of an employee into the initial vacancy, it shall be posted for seven (7) calendar days.

17.09 An employee will not be transferred from one office to another within the Region without prior discussion between the employer and employee. The employee will be given at least 20 working day's notice in advance of such transfer, except in the event of an emergency **or where mutually agreed by the manager and the employee**. All other factors mentioned in Article 17.01 being relatively equal, length of continuous service shall govern the transfer.

17.10 The President or designate of the Union shall be notified in writing of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

17.11 (a) No employee shall be transferred to a position outside the bargaining unit without their written consent. If an employee accepts a permanent position outside of the bargaining unit, they shall retain their seniority acquired at the time of leaving the bargaining unit for a period not to exceed six (6) months. Such an employee may only return to the bargaining unit during the six (6) month period through the posting procedure.

(b) An employee who accepts a temporary position outside of the bargaining unit shall retain their seniority without any further accumulation from the time they commenced working outside of the bargaining unit. **If the temporary position is completed within thirty-six (36) months** the employee shall return to their former permanent position or if not available exercise their seniority rights in accordance with Article 18.

(c) **Further to the above, it is understood that if an employee either;**

i. **remains in a temporary position outside of the bargaining unit for a period greater than thirty-six (36) consecutive months or,**

ii. **remains out of the bargaining unit in several different temporary positions for a cumulative period greater than thirty-six (36) months in a forty-eight (48) month period from the start date of the initial temporary position outside of the bargaining unit,**

The employees bargaining unit position shall be posted on a permanent basis and the employee shall only be able to return to a bargaining unit position via the posting process.

Upon completion of the temporary position outside of the bargaining unit as outlined above in Article 17.11 (c), the employee may use their retained

seniority solely for the purposes of applying to posted bargaining unit positions. For clarity, the employee will not be eligible to exercise their seniority rights in accordance with Article 18 as there was not a reduction in the workforce as per Article 18.02.

If the employee has not secured a subsequent position following the completion of the temporary position outside of the bargaining unit, they shall be placed on an unpaid leave of absence for a maximum of one (1) year. Failure to secure a position prior to the expiry of the one (1) year leave of absence will result in the employee being deemed terminated consistent with Article 16.01 (f) for overstaying a leave of absence granted by the Corporation. The Employee may opt to either resign or retire from the Region at this time.

d) It is understood that the employee who has accepted a temporary position outside of the bargaining unit shall retain their seniority with CUPE Local 1757 without any further accumulation from the time the employee worked outside of the bargaining unit until the earliest of;

i. the employee returns to the bargaining unit;

ii. the employee accepts a permanent position outside of the bargaining unit consistent Article 17.11 (a), or;

iii. their employment with the Region terminates.

17.12(a) In this Article 17, "vacancies" shall mean those of a long-term nature, such as arise through **resignations/retirements, new jobs/**positions**, extended illness, leave of absence, etc., over three (3) months. For clarity, the Corporation will provide notice to the Union in accordance with Article 17.04 (a).**

(b) In vacancies of three (3) months or less, the Corporation may appoint a qualified person from within the Department by mutual agreement according to seniority.

ARTICLE 18 – LAYOFFS AND RECALLS

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

18.02 A layoff shall be defined as a reduction in an employee's hours of work and/or a reduction in the workforce.

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

18.04 Subject to the provision of Article 17.01 when layoffs are necessary, employees shall be laid off in the following order and recalled in reverse order:

- (a) casual employees;
- (b) Interns
- (c) regular employees.

18.05 a) The Corporation shall notify employees who are to be laid off by providing them with a minimum of **twenty-one (21) calendar** day's notice before the layoff is to be effective. If the employee laid off has not had the opportunity to work **twenty-one (21) calendar** days after the notice of layoff, they shall be paid in lieu of work for that part of the **twenty-one (21) calendar** days during which work was not made available.

b) Upon notification of layoff employees shall be provided with the seniority list showing which person holds what position and the locations of those positions, and a list of all vacant positions. Any new employee who is hired into any program after the 'official' layoff seniority list is created shall be added to this list for the duration of said layoffs.

18.06 (a) An employee who has been notified of a layoff may:

- i) accept the layoff, or;
- ii) opt to retire if eligible under the terms of the Collective Agreement and OMERS legislation, or;
- iii) elect to bump into a vacant position, as outlined and defined in Article 18.06 (c), or;
- iv) displace a junior employee, as outlined and defined in Article 18.06. It is preferred but not mandatory that the bump be restricted to the most junior employee in the selected job.

(b) Employees wishing to exercise their bumping rights to displace a less senior employee must have the necessary qualifications for the position.

(c) Employees wishing to bump into a vacant position will have their qualifications assessed for the vacant position in accordance with the criteria outlined in Articles 17.01 and 17.02. It is understood that a vacant position for the purpose of this article shall be defined as a position for which the internal posting process has been completed and no successful applicant has been appointed.

Employees are to notify Human Resources of their selection under 18.06 (a) in writing, within five (5) working days of receiving notice of layoff.

The Corporation's decision on acceptance or denial of a bump shall be

communicated in writing to affected employees and the union within five (5) working days.

18.07 The employee will be given an orientation and assessment period not to exceed thirty (30) working days. Should the Corporation deem the employee unsatisfactory or unsuitable, the employee will be advised that they are to be laid off and will be allowed to exercise their bumping rights into another position.

Such decision will not prejudice future consideration of the employee under a posted vacancy for the same position.

Any other employee displaced as a result of the above rearrangements of positions shall be returned to their position without loss of seniority, benefits, wage/salary.

Should the employee find the new position unsatisfactory, the employee will inform Human Resources and the employee will be laid off and allowed to exercise their bumping rights into another position. Should the employee find the second new position unsatisfactory they will be allowed to exercise their bumping rights into another position. If the employee finds this second position to be again unsatisfactory they will be allowed one final time to exercise their bumping rights into another position.

The Parties agree that the above language applies to only two transfers as the result of exercising their seniority in securing another position.

18.08 Grievances concerning layoffs shall be initiated at Step 2 of the Grievance Procedure.

18.09 In cases of layoff during the months of June, July and August the Employer agrees to offer the Summer layoffs in accordance with seniority but starting with the most senior members of the bargaining unit first and so on until the employer has the number of employees they require to be laid off.

All other layoffs except for Summer Layoffs will be in accordance with Article 18.

18.10 Transfers resulting from the displacement of active employees may be held in abeyance until all transfers can take place and no employee will suffer any loss of wages, benefits or seniority while awaiting a transfer under this clause.

Once the last employee affected by this process is confirmed, in writing, all transfers of affected employees shall be made within 10 working days.

18.11 (a) The Corporation agrees to pay its share of the premiums for the benefit plan outlined in 28.01 for the **one hundred and five (105) days** following the **date** of layoff, subject to the laid off employee paying their full share of such

premiums prior to the commencement of the layoff.

- (b) When an employee submits to Human Resources written application for continual enrolment in specific and eligible employee benefits at 100% their cost during the **balance of the period of layoff outlined in Article 16.01 (b)**, following the **105 day period above**, unless precluded otherwise by the policy carrier. The employee shall submit monthly payment via payment type accepted by the Employer as of the first business day of the fourth month of layoff. The Corporation shall discontinue benefits should an employee become one month in arrears of payment.

18.12 The Employer agrees that no full time permanent employee with the bargaining unit shall be laid off or have their hours of work reduced for reasons of their duties being carried out by one or more part time employees at the same facility.

ARTICLE 19 – HOURS OF WORK

19.01 The normal work week for full-time employees shall consist of five (5) seven (7) hour days from Monday to Friday 8:30 a.m. to 4:30 p.m., inclusive, for a total of thirty-five hours per week including one unpaid lunch hour.

The normal work week for part-time or casual employees may vary within each respective program area.

19.02 The Corporation does not guarantee these normal hours of work; it is understood that scheduled hours of work for full time and part time employees may vary from time to time within respective program areas but before any permanent/long term change is made, or new or different shifts are established, there will be no less than six (6) weeks written notice to the Union save and except emergency situation when declared by the office of the MOH.

The written notice to the Union shall include a business plan demonstrating improved service delivery and/or cost savings for the creation of new shifts or revised existing shifts. Upon receiving the notice, the Union and Corporation shall meet within two (2) weeks to discuss an implementation protocol.

19.03 No employee shall be required to work a split shift, unless mutually agreed between the employee and their manager.

19.04 Employees shall be granted one (1) rest period of fifteen (15) minutes for each half of their daily shift.

19.05 It is agreed that before the Employer hires new or part time employees, the Employer will fully investigate the combining of any new part time employees hours of work with hours worked by part time employees who are already members of this bargaining unit to enable part time employees to work 24 hours per week or

more.

If additional hours are to be made available at a facility where there is more than one part time employee, then the additional hours of work will be offered in accordance with seniority on a rotating basis.

19.06 Notwithstanding Article 19, the employee and the immediate Manager may by mutual consent flex scheduled hours of work on a day to day basis and that any such requests will not be unreasonably denied. It is understood that the accumulation of flex time or banked time will be done in accordance with the guidelines established by the respective Division Director.

19.07 It is agreed that should weekend work be required, it shall be scheduled as equitably as possible amongst those employees qualified to perform the work. The Corporation will endeavor to keep weekend work to what is operationally required.

Where weekend work is part of a regular schedule, employees scheduled to work on a weekend shall have two (2) consecutive days off unless mutually agreed between the employee and their Manager. Such employee will be paid their regular straight time hourly rate of pay for all hours scheduled to work on a weekend plus the applicable premium.

For clarity, having two (2) consecutive days off shall be achieved by an hours averaging from the week that includes the Saturday and / or Sunday worked and the following week. For example #1, an employee who is scheduled to work Monday to Friday and who works Saturday and Sunday shall be scheduled off on the immediately following Monday and Tuesday and shall work only three days the following week. For example #2, an employee who is scheduled to work Monday to Friday and who works on Saturday shall be scheduled off on the immediately following Sunday and Monday and shall work only four days the following week. In both of these examples, the employee's pay would be averaged as is the longstanding practice on the ACTT and per the LOU Hours Averaging Agreement – Environmental Health Division.

Notwithstanding the above, where weekend work is part of a regular schedule, the Employer shall meet with the Union upon request to consider any alternate scheduling arrangement proposed by the Union so long as it is consistent with the above and it meets all the Region's operational needs.

ARTICLE 20 - OVERTIME

20.01 Save and except mutually agreed flex time arrangements, all time worked beyond the normal workday, the normal workweek, shall be considered overtime.

Overtime rates shall apply as follows:

- (a) Hours worked over and above the regular schedule (normally seven (7) hours per day, thirty-five (35) hours per week), shall be paid at the rate of time and one half (1½) (salary to be reduced to an hourly rate) for the first four (4) hours and double (2) time for hours worked thereafter on any given day (salary reduced to an hourly rate). All overtime hours must be pre-approved by the concerned Manager or designate.
- (b) All overtime worked on a Sunday will be paid at two (2) times for each hour worked (salary reduced to hourly rate).
- (c) An employee may request payment for overtime worked to be paid on the next pay period or bank such time.
- (d) Employees who work overtime as prescribed above or who are entitled to time off as a result of Article 21 (Call in pay and stand by pay), 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 with the mutual agreement between the employer and the employee.
- (e) All overtime, call in and stand by time shall be used at a time mutually agreed upon by the Employer and employee or paid out as of the last pay **date** in December annually. Except subject to management approval, an employee may be allowed to carry over up to a maximum of two (2) weeks overtime, call in or stand by time if the employee informs their Supervisor/Manager, in writing, no later than November 30th annually. Such approval by the Supervisor/Manager shall not be unreasonably withheld.
- (f) Regular part-time and casual employees shall be entitled to overtime rates for hours worked over and above seven (7) hours per day, or their regularly scheduled shift if greater than seven (7) hours or seventy (70) hours per pay period. All overtime hours must be pre-approved by the concerned Manager or designate.

20.02 Opportunities for overtime work and stand-by shall be distributed by the Corporation as equally as is practicable among the employees in a department who normally performs the work involved, on a rotating seniority basis.

20.03 Employees shall not be required to layoff during regular hours to equalize any overtime work. Neither overtime premiums nor credits for overtime shall be pyramided.

20.04 An employee required to work a minimum of two (2) hours overtime before or after their hours of work for that shift shall receive a \$10.50 meal allowance.

ARTICLE 21 – CALL-IN PAY AND STAND-BY PAY

21.01 An employee who is called in outside their standard hours other than for scheduled overtime work, shall be paid either a minimum of three (3) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-in, whichever is the greater.

21.02 Stand-By Time

An employee designated as on stand-by on a weekend or any other paid holiday shall be credited with three and one half (3-1/2) hours lieu time for each day. Part holidays shall be pro-rated accordingly. Stand-by time shall be from 8:30 a.m. to 4:30 p.m. each day.

21.03 If the employee, while on stand-by is required to leave their residence to make a service call, in such case the employee shall be allowed at their hourly rate in lieu time off for each call at the rate of time and one-half for each hour worked over and above the time allowed for being on stand-by with minimum of one hour per service call at the above rate. It is understood that an employee cannot claim additional lieu time outlined below for telephone time when they are already being compensated for being on a service call. An employee while on standby is required to be available at all times and provide a physical response within sixty (60) minutes of the service call.

If an employee, while on stand-by, is required to perform the Corporations business via telephone, such employee will be compensated by receiving lieu time for fifteen (15) minutes for any telephone time of less than fifteen (15) minutes duration and thirty (30) minutes for the total sum of all calls longer than fifteen (15) minutes but less than one half an hour (30 minutes) and so on and so to the nearest cumulative **fifteen** (15) minutes for all calls taken while on stand-by and not for each singular call.

ARTICLE 22 – SHIFT PREMIUMS

22.01 (a) Afternoon/Evening

Employees working hours outside of 8:30 a.m. to 4:30 p.m. shall receive a premium of one dollar & thirty (\$1.30) per hour for such hours worked.

(b) Weekend

Employees working hours outside of Monday to Friday shall receive a premium of one dollar & thirty cents (\$1.30) per hour for such hours worked. It is understood the weekend is defined as hours worked between 12:01 a.m. Saturday to 8:29 a.m. Monday.

ARTICLE 23 – PAID HOLIDAYS

23.01 The employer recognizes the following paid holidays at the employee's standard rate of pay:

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

And any other holiday if and when proclaimed by the federal, provincial or municipal government.

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

In addition to the above, on January 1st of each year, all active regular full-time and regular part-time employees shall receive one (1) float day, to be scheduled at a mutually-agreed time between the employee and their manager. For clarity, Temporary Full-Time and Temporary Part-Time employees are entitled to the float day. Casual employees (temporary or permanent) are not entitled to the float day. Float days not used may not be carried over and will be paid out.

It is understood that in the event National Day for Truth and Reconciliation is included as a holiday in Ontario's Employment Standards Act, the above noted float day will no longer be applicable.

23.02 (a) A regular full-time employee who is not required to work on the above paid holidays shall receive holiday pay equal to one normal day's pay, provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday, unless excused in writing by their Supervisor or the Medical Officer of Health and provided they have worked in the week in which the holiday is observed.

(b) A regular part-time employee who is not required to work on the above paid holidays shall receive holiday pay equal to one normal day's pay provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday, unless excused in writing by their Supervisor or the Medical Officer of Health.

(c) A regular employee who is absent on paid leave of absence or vacation will not be required to work in the week in which the holiday is observed in order to

qualify for holiday pay.

(d) A casual employee shall be paid for the holidays in accordance with the Ontario Employment Standards Act, 2000 (ESA), as amended.

23.03 The Corporation may require employees to work on paid holidays and it is agreed that they will receive double time for the time worked in addition to their holiday pay, or a day off with pay in lieu of holiday pay, by mutual agreement.

23.04 When an employee is scheduled to work on a paid holiday and does not work, they shall not be paid for the holiday unless excused in writing by their Supervisor.

23.05 It is understood that an employee will not be required to work their scheduled shift before or after a paid holiday if they are off because of illness or a regularly scheduled day off, or a granted leave of absence.

ARTICLE 24 - VACATIONS

24.01 (a) FULL TIME EMPLOYEES

Full time employees shall receive annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

YEARS OF SERVICE AS OF JAN 1 ST OF THE CURRENT YEAR	VACATION
Less than one (1) year	1 1/4 days per month of service
One (1) year or more	Three (3) weeks
Five (5) years or more	Four (4) weeks
Fifteen (15) years or more	Five (5) weeks
Twenty-three (23) years or more	Six (6) weeks
Plus one (1) day of vacation each year after 30 years of service	
No vacation will be granted before the completion of the employee's probationary period. The vacation accrual date will be an employee's date of hire	

(b) PART TIME EMPLOYEES

YEARS OF SERVICE AS OF JAN 1ST OF THE CURRENT YEAR	VACATION
Less Than one (1) year	1 working day for each month up to a max. of 10 days
One (1) year or more	2 weeks
Five (5) years or more	3 weeks
Ten (10) years or more	4 weeks
Fifteen (15) years or more	5 weeks
Twenty-seven (27) years or more	6 weeks

PART TIME VACATION CALCULATION

- (i) The vacation calculation date for a part time employee shall be their hire or transfer date. No vacation will be granted before the completion of the employee's probationary period. It is understood that the vacation entitlement will be pro-rated and based on the standard number of hours normally and regularly worked.

For the purposes of calculating vacation, all vacation credits shall be calculated and placed into the vacation bank prior to the actual earning of such credits.

- (ii) A part time employee who has regularly scheduled hours of work will be entitled to take vacation time off, with pay, in accordance with the employee's pro-rated vacation entitlement.
- (iii) All regular part-time employees are responsible to schedule and take their entire paid vacation entitlement within the prescribed period. Failure to take vacation entitlement will result in the Employer scheduling such unused vacation each year.
- (iv) A part time employee who transfers to full time (whether temporary or permanent) will have their vacation entitlement adjusted to reflect full-time entitlement. Specifically, any vacation credits previously placed into their vacation bank as a part time employee will be pro-rated (i.e. from Jan. 1 to their transfer date) and left in their bank to use for the remainder of that vacation year. They shall then begin to accrue vacation credits as a full time employee (i.e. commencing their transfer date to Dec. 31 of the current

remaining year) for use the following vacation year.

24.02 The annual vacation period shall be from January 1 to December 31.

For the vacation period January 1st to December 31st, each Division shall post a list by October 15th. Employees will indicate by no later than November 1st the vacation periods they would prefer. Vacation schedules will then be posted by November 15th.

The Corporation shall set the vacation schedules, taking into account, the preferences indicated by the employee on the basis of seniority, firstly in each area office and secondly, universally, consistent with the efficient functioning of the Public Health Department.

24.03 Employees shall be entitled to their vacation in unbroken weekly periods where sufficient vacation credits are available unless otherwise mutually agreed.

24.04 After vacation schedules are posted respectively on November 15th as noted above, the vacation schedules shall not be altered except in cases of emergency or upon mutual agreement. Any request to change vacation after November 15th, changes will be considered on a first come first serve basis based on operational requirements.

Should an employee not indicate their entire annual vacation preferences in accordance with Article 24.02 above, it is understood that their preferences, once requested after November 15th, will also be considered on a first come first serve basis based on operational requirements.

24.05 Unused vacations may not be accumulated without the prior approval in writing of the Supervisor and in any case, may not be accumulated for more than one (1) year. Such approval will not be unreasonably denied.

24.06 Sick leave shall be substituted for vacation where an employee can prove they have become incapacitated by **illness** or **injury** prior to their vacation.

Where an employee qualifies for sick leave requiring hospitalization or bereavement during their period of vacation, there shall be no deduction from their vacation credits.

24.07 An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages payable to them under this Article, in lieu of such vacation.

24.08 In the case of death, full accumulated vacation entitlement shall be paid to the bank account of the employee.

24.09 Employees who are absent without pay shall receive a pro-rata reduction in their vacation entitlement. The reduction will be calculated for the period which begins one (1) month after the leave began and ending on the day of return or recall to work.

24.10 Casual Employees:

Casual employees shall receive vacation pay as per the Ontario Employment Standards Act, 2000 (ESA), as amended, calculated as a percentage of gross vacationable earnings and shall receive payment for vacation earned with each regular pay.

ARTICLE 25 – LEAVE OF ABSENCE

25.01 Personal Leave

The Corporation may grant leave of absence with or without pay to an employee for reasons satisfactory to the Corporation. Request for such leave of absence shall be in writing and shall be submitted to their supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Supervisor as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in Article 25.03. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Reasons for refusal of any requests for leave shall be given by the Corporation in writing.

25.02 Union Leave

Employees elected or appointed by the Union to attend conventions and conferences of the Union, shall be granted leave of absence, without pay, provided the Corporation is given reasonable notice. No more than three (3) employees may be absent at any one time and such leaves without pay shall not total more than thirty (30) working days in one (1) year, excluding traveling time.

25.03 Leave for Full-Time Union Office

Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of seniority by the Corporation for a period of up to two (2) years. The employee's position shall be posted as temporary for the duration of such leave, subject to Article 17. If the employee returns from leave and the position no longer exists, the employee will be considered laid off and can exercise their seniority rights in accordance with Article 18.

25.04 Pregnancy/Parental Leave

Pregnancy and parental leaves under this Article are granted pursuant to the Ontario Employment Standards Act, 2000 (ESA), as amended, and as follows:

- (a) Notice
Employees eligible for pregnancy and/or parental leave must provide a minimum of two (2) weeks written notice to the Corporation prior to the commencement of the leave. Employees on pregnancy or parental leave who intend to return to work prior to the expiration of the granted leave must provide a minimum of four (4) weeks written notice to the Corporation prior to resuming their duties.

- (b) Benefits, Seniority & Service
Throughout a pregnancy and/or parental leave, an employee on such leave shall continue to accrue seniority and service. For accumulation of vacation credits, service for full-time employees shall be continuous for the period as defined in the Ontario Employment Standards Act, 2000 (ESA), as amended for pregnancy and parental leaves.

In addition, all benefits, including pension, to which there are co-contributions made by both the employee and the Corporation shall continue in effect throughout the leave unless the employee gives written notice of their intention to discontinue their regular contributions, in which case, such coverage shall cease for the period of the leave.

- (c) Reinstatement
An employee who has taken pregnancy and/or parental leave shall be reinstated upon expiration of the leave in the position the employee most recently held, if it still exists, or to a comparable position if it does not. In the event of a layoff occurring, the provisions of the layoff and recall Article shall apply.

- (d) Effective January 1, 2016

Pregnancy or Parental Leave SUB Plan

An employee who is on pregnancy or parental leave as provided under this agreement who has passed the probationary period and has had such earnings from the Corporation within a twelve (12) month period and who provides proof they are in receipt of Employment Insurance Pregnancy or Parental Benefits shall be paid a supplemental Employment benefit for a maximum period of fifteen (15) weeks based on Employment Insurance eligibility for Pregnancy or Parental Benefits, excluding the Employment Insurance waiting period.

The benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly Employment Insurance benefits and any other earnings to a combined maximum of one hundred & fifty dollars (\$150) per week.

It is understood that this maximum 15 week SUB benefit is only payable for either pregnancy leave or parental leave and not both leaves.

25.05 Federal, Provincial, Municipal Elections Voting Leave

Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any Provincial, or Municipal election and four (4) consecutive hours off for the purpose of voting in a Federal Election or referendum, unless otherwise amended by statute. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Corporation, as may be necessary to provide such three (3) or four (4) hours while the polls are open. The employee shall suffer no loss of pay for such absence.

25.06 Jury or Witness Leave

The Corporation shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Corporation shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

25.07 Leave for Public Duties

When elected to Federal or Provincial legislature or elected to a full-time Municipal office outside of the geographical boundaries of Regional Niagara, the Corporation will grant leave of absence without pay, and without loss of further accumulation of seniority for one (1) term of office. One further extension of one (1) term may be granted on written application.

25.08 International Multi-Sport Athletics Leave

An employee selected to participate in Olympic Games, Pan American Games, Commonwealth Games as an athlete or as an official, shall be allowed up to three (3) months leave of absence to prepare without pay and without paid holidays during the leave of absence, and without loss of seniority.

25.09 Elected Professional Group Leave

An employee elected to a position within the professional groups represented by the local union, which are as follows:

- College of Dental Hygienists of Ontario
- Ontario Dental Assistants Association
- Ontario Association for Infant Development
- Canadian Institute of Public Health Inspectors
- Ontario Public Health Association
- College of Dietitians
- Health Promotion Ontario public health
- Ontario Society of Nutrition Professionals in Public Health

shall be granted leave of absence with pay to fulfill the duties of their elected position for a total of up to five (5) working days per year, provided that such leaves can be granted consistent with the requirements of the Corporation, and that no more than two (2) employees may be absent at any one time on such leave. Requests shall be made in writing and shall be submitted to the Division Director at least three (3) weeks in advance, unless circumstances make it impossible to do so. Replies shall be in writing and shall include the reason if the request cannot be granted.

ARTICLE 26 – COMPASSIONATE LEAVE

26.01 In the event of the death of an employee's spouse, child, or parent the bereaved employee will be granted leave of absence with pay for five (5) regularly scheduled working days to administer bereavement responsibilities.

26.02 In the event of the death of an immediate relative, the bereaved employee will be granted leave of absence with pay for three (3) regularly scheduled working days to administer bereavement responsibilities. Immediate relative shall mean:

- (a) The employee's sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law.
- (b) A person who is: a blood relative of the employee or their spouse and is normally resident in the employee's household has been dependent upon the employee.

26.03 It is understood that regular part time and casual employees on such leave receive their regular wages for all days where the employee would have otherwise been scheduled to perform work during the leave period. For example: a regular part time employee who is scheduled to work on Monday, Wednesday, and Friday and is entitled to leave in accordance with Article 26.01 would receive pay for the three (3) days they were scheduled to work, and not five (5).

26.04 At the sole discretion of the Corporation, one-half (1/2) day's leave of absence shall be granted without loss of pay or wages to attend a funeral as a pallbearer.

26.05 Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, in order to accommodate funeral / celebration of life date. It is understood that if the employee requests to divide the leave, this request must be made to the employee's manager at the time of the first request.

ARTICLE 27 – INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN

27.01 All prior articles and by-laws pertaining to an accumulative sick leave credit plan and lump sum payment or gratuity are null and void, it being understood that the sick leave disability income insurance and outstanding lump sum gratuity credit shall be administered as noted in this article.

27.02 (i) The Corporation shall provide an integrated health disability income insurance plan for full-time employees as follows:

An employer funded short-term disability plan (1-150 days) with coverage based on recognized service time with the employer, and a long-term disability plan (151st day of disability or expiration of sick leave credits, whichever the greater) and as detailed in Schedule B. It is understood that should the provision for employment insurance be amended in the future, eligibility for long-term disability benefits shall be appropriately adjusted to ensure continuation of wage loss protection income.

(ii) It is understood the wage continuance made payable under the integrated health disability income insurance plan shall never be less than the amount required to meet the Employment Insurance premium reduction criteria.

27.03 The number of days or part days for which an employee receives sick pay shall be charged in accordance with Schedule B and deducted from their accumulated frozen sick leave credit plan where not otherwise covered under Schedule B. Deductions shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent on sick leave as defined in this Article. All absences due to **illness or injury** shall be deducted on a straight time basis and charged to the nearest hour. A payment for sick leave will be at the employee's basic rate of pay excluding shift, overtime, or other premiums.

Employees shall be entitled to have six (6) hours of paid leave each calendar year in order to attend their own medical/health related appointments. Any appointment(s) exceeding six (6) hours of absence will result in a charge to the employee's sick credits for the total time off work, if available, or charged to the employee's lieu time or vacation record unless agreed otherwise with the Manager

through a temporary flex-time arrangement.

27.04 The accumulated sick leave credit plan shall be capped and frozen effective August 1, 1996, it being understood that each eligible employee shall receive a statement from the Corporation advising of the number and value of the frozen credits. On an annual basis, the Corporation will re-calculate and adjust the number of sick leave credits (days/hours) resulting from any change in rates of pay. The employee shall be provided the following options:

- a) Sick leave Utilization - Frozen sick leave credits may be used by the employee to replace or supplement income during illness on the basis that one (1) hour will be charged to the sick leave bank for every hour used by the employee, to the nearest quarter hour.
- b) Gratuity Payout - Employees may elect to receive payment in the form of money or to replace with other mutually-agreed mechanism (e.g. health spending accounts) for all or a portion of any sick leave credits at the frozen value on the following basis:
 - i) For employees with vested sick leave credits, the Corporation will pay out on a schedule of annual installments subject to the availability of sick leave reserve funds the first 260 days of vested sick leave credits to a maximum of six (6) months earnings on the basis of one (1) day's pay for two (2) days' credit.
 - ii) For employees with sick leave credits remaining after utilization as outlined in a) above or payout in b) i) above, the Corporation shall pay out any remaining sick leave credits upon death, termination or retirement on the following basis:
 - For credits up to 260 days, 1 day's base wage for 2 days' credit;
 - For credits exceeding 260 days, 1 day's base wage for 3 days' credit.

27.05 The Corporation may require an employee to produce a Treatment Memorandum from a qualified health care provider for any illness certifying that such employee is unable to carry out their duties due to illness or injury.

The Employer agrees to pay all costs incurred by an employee if the Employer requests or requires an employee to provide a Treatment Memorandum from a qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to illness or injury.

The Employer agrees that should any changes be necessary to the Treatment Memorandum form, these changes will not be made without prior consultation and discussion with the Union.

27.06 If an employee suffers a compensable injury while on the job:

- (a) the Corporation will pay them for the balance of their shift;
- (b) following the day of injury, if and while the employee is eligible for and waiting for approval of Workplace Safety and Insurance Board (WSIB) payments, the Corporation will advance the employee a base wage continuance in the amount equivalent to that paid under an approved WSIB benefit, until the time of approval or denial by the WSIB. The wage continuance is subject to the employee's agreement to provide medical certification to an Occupational Health representative.

Should such application be denied by the WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be charged to the employee's sick leave plan in accordance with Article 27 and Schedule B.

Should such application be approved by WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be immediately repaid by the employee to the Corporation once the employee is in receipt of monies from WSIB.

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

The Corporation agrees to provide a wage supplement effective July 1, 1998 to a maximum of the difference (in employee-paid premiums) between the previous 25% employee share and the revised 1998 100% employee share for 60% coverage. It should be noted that if the employee has selected to purchase additional Long Term Disability coverage, the wage supplement shall not reimburse this additional coverage.

Effective January 1, 2002 new employees shall not be eligible for non-taxable Long Term Disability benefit coverage supplement as described above.

27.08 The vacation entitlement accrued and credited for a full-time employee shall be paid out effective the date the employee is approved for Long Term Disability benefits by the carrier, if requested by the employee. However, any outstanding lieu, holiday, stand-by, etc... banks shall be paid out effective the date the employee is approved for Long Term Disability.

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

ARTICLE 28 – EMPLOYEE BENEFIT PROGRAM

28.01 The Corporation will contribute its share of premiums for Green Shield or equivalent benefits as described hereunder commencing the first of the following month upon completion of sixty (60) working days following date of hire. Contributions to the OMERS pension plan will commence on the first day of employment for permanent full time staff. Part-time/temporary/casual staff may be eligible to join the plan in accordance with OMERS regulations for part-time staff.

Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefits and associated contributions commence for each eligible employee on the first of the following month upon completion of the probationary period.

The general benefit program shall consist of:

(a) Regular Full-Time

Item I

- (i) Ontario Hospital Insurance Plan (OHIP).
- (ii) Health Care Provider Extended Health Care formulary mandatory generic plan (or equivalent) with an annual employee deductible (Effective January 1, 2011) representing 10% of the total prescription fee up to a maximum of \$40 single and \$100 family per year, and dispensing fee cap of \$7.00 per prescription.
- (iii) Private Duty Nursing in the Home: 720 hours (90-8 hour shifts) every 36 consecutive months.
- (iv) Paramedical: Services of a licensed Chiropractor, Physiotherapist, Naturopath, Speech Therapist, Registered Massage Therapist, Podiatrist, and Osteopath to an annual combined maximum of \$700 per person.

Effective January 1, 2026, Paramedical: Services of a licensed Chiropractor, Physiotherapist, Naturopath, Speech Therapist, Registered Massage Therapist, Podiatrist/Chiropodist, and Osteopath to an annual combined maximum of \$750 per person.

Effective January 1, 2027, Paramedical: Services of a licensed Chiropractor, Physiotherapist, Naturopath, Speech Therapist,

Registered Massage Therapist, Podiatrist/Chiropodist, and Osteopath to an annual combined maximum of \$800 per person.

Effective January 1, 2028, Paramedical: Services of a licensed Chiropractor, Physiotherapist, Naturopath, Speech Therapist, Registered Massage Therapist, Podiatrist/Chiropodist, and Osteopath to an annual combined maximum of \$850 per person.

- (v) Psychological benefit: Coverage for mental health services by a Clinical Psychologist, Registered Psychotherapist, and Social Worker with MSW designation (maximum of \$800/insured person annually for all three services combined).

Effective January 1, 2026, Psychological benefit: Coverage for mental health services by a Clinical Psychologist, Registered Psychotherapist, and Social Worker with MSW designation (maximum of \$1000/insured person annually for all three services combined).

Effective January 1, 2027, Psychological benefit: Coverage for mental health services by a Clinical Psychologist, Registered Psychotherapist, and Social Worker with MSW designation (maximum of \$1200/insured person annually for all three services combined).

Effective January 1, 2028, Psychological benefit: Coverage for mental health services by a Clinical Psychologist, Registered Psychotherapist, and Social Worker with MSW designation (maximum of \$1400/insured person annually for all three services combined).

- (vi) Vision Care: \$520 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist, including laser surgery and \$100/24 months towards an eye exam (included in the \$520). \$200 per twelve (12) consecutive months for dependent children under the age of twelve (12).

Effective January 1, 2027, Vision Care: \$475 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist, including laser surgery and \$120/24 months towards an eye exam. \$200 per twelve (12) consecutive months for dependent children under the age of twelve (12).

- (vii) Hearing Aids: \$1500 per person in any thirty-six (36) consecutive months, including initial batteries only and repairs.

- (viii) Footwear: One (1) pair of custom made orthotics per person per calendar year to a maximum of \$300. Two (2) pairs of custom made orthopaedic shoes or boots per person per calendar year to a maximum of \$350. Adjustments to stock footwear to a maximum of \$100 per claim twice a year.
 - (ix) Continuous Glucose Monitoring System (up to reasonable & customary charges).
 - (x) If specific criteria are met, employees and their eligible dependents will be able to access pharmacogenetic testing through the testing provider indicated by the benefit carrier.
- Item II Group Life Insurance in an amount equal to nearest \$1,000 of one and one-half (1-1/2) times an employee's annual salary for each employee, eligible the first of the month following completion of probationary period up to age seventy (70) or as prescribed by the Carrier. (Includes Accidental Death and Dismemberment). Employees age seventy (70) or greater are subject to life insurance and AD&D volume reductions as prescribed by the insurance carrier. This coverage shall be purchased by the Corporation for each employee and it is recognized that the indemnification is provided by an insurance company, not the Corporation.
- Item III Carrier Dental Plan
- (a) Dental Plan (or equivalent) based on previous year's rate as amended from time to time, with nine month oral recall examination and preventative recall package.
 - (b) \$3,000 combined lifetime maximum benefit, for prosthetics and orthodontia, including crowns.
- Item IV Carrier Deluxe Travel Plan

The Corporation agrees to pay for each participating employee, 100% of the cost of Items I, II, III, and IV, unless noted otherwise, including in the benefit plan(s) booklets themselves, and subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan.

(b) Regular Part-Time

- Item I Health Care Provider Extended Health Care formulary mandatory generic plan (or equivalent) - \$2000 per enrolled person per calendar year maximum with an annual employee deductible representing 10% of the total prescription fee up to a maximum \$40 single and \$100 family per year, and dispensing fee cap of \$7.00 per prescription. Reimbursement

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

Per visit maximum of \$25 for services of a licensed Registered Massage Therapist.

Effective January 1, 2026, Per visit maximum of \$50 for services of a licensed Registered Massage Therapist.

Per visit maximum of \$20 for services of a licensed Physiotherapist.

Effective January 1, 2026, Per visit maximum of \$50 for services of a licensed Physiotherapist.

Employees only: coverage for mental health services by a Clinical Psychologist, Registered Psychotherapist, and Social Worker with MSW designation – maximum of \$600/ year for all three services combined (to draw from annual maximum benefit of \$2,000).

Eligible dependents: \$35/hour for initial visit, \$20/hour for each subsequent visit to a combined maximum of \$200 per calendar year for Clinical Psychologist, Registered Psychotherapist, and/or Social Worker with MSW designation.

Eyewear/Vision wear - \$200.00 per 24 consecutive months for employees and dependents (no deductible).

Continuous Glucose Monitoring System (up to reasonable and customary charges).

If specific criteria are met, employees and their eligible dependents will be able to access pharmacogenetic testing through the testing provider indicated by the benefit carrier.

- Item II Dental Plan (or equivalent) based on previous year's rate as amended from time to time, \$800 annual maximum as well as a nine-month oral recall examination / preventative recall package.
- Item III Coordination of benefit payments will apply where a part-time employee or spouse has coverage under more than one plan.
- Item IV \$20,000 Life Insurance benefit, eligible the first of the month following completion of probationary period up to age seventy (70) or as prescribed by the Carrier. Employee's age seventy (70) or greater are subject to life insurance volume reductions as prescribed by the insurance carrier. This coverage shall be purchased by the Corporation for each employee and it

is recognized that the indemnification is provided by an insurance company, not the Corporation.

The Corporation agrees to pay for each participating employee, 100% of the cost of Items I, II, III, and IV, unless noted otherwise, including in the benefit plan(s) booklets themselves, and subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan.

(c) Casual

In accordance with the Ontario Employment Standards Act, 2000 (ESA), as amended.

(d) The employer shall provide at no cost to any Full-time, Part-time, or Casual employee any vaccines, which are required by the employer or mandated by legislation for the employee to perform their employment related duties.

Upon the execution of this Agreement, the Corporation shall furnish to the Union the full text of the Agreement between the Corporation and the carriers for the above plans. Any changes in carriers will not result in a reduction of benefits or service.

28.02 (a) When an employee submits to Human Resources written application for continual enrolment in specific an eligible employee benefits at one hundred percent (100%) their cost during an approved Leave of Absence the Corporation shall approve such requests unless precluded otherwise by the policy carrier. The employee shall submit monthly payment via payment type accepted by the Employer from the first day of benefit coverage during the approved Leave of Absence. The Corporation shall discontinue benefits should an employee become one month in arrears of payment.

(b) Should an approved leave commence immediately following expiration of sick leave credits and not exceeding the one hundred and fiftieth (150th) day of continuous disability, the Corporation will pay its share of premiums up to the end of the month in which such sick leave credits are exhausted and subject to the employee paying their share where applicable.

28.03 OVERAGE RIDER

Overage Rider benefit coverage at 100% employer cost through payroll deduction for a child under the guardianship of an enrolled employee or enrolled spouse and subject to the following requirements:

- (a) unmarried;
- (b) not living in a cohabitive state;
- (c) not employed on a full-time basis;
- (d) an eligible dependent (as defined by the Income Tax Act) of an enrolled

- person; and
- (e) either:
- i) 21 years of age; or
 - ii) 21 to 25 years of age and enrolled in full-time attendance at an accredited college or university.

The Corporation shall discontinue this benefit should an employee become one month in arrears of payment.

28.04 The Corporation agrees to continue extended health and dental benefit coverage of the surviving spouse and eligible children for any enrolled employee who dies before they reach the age of 65 for a period of twelve (12) months and as per Plan design.

28.05 The Corporation and the employees shall make contributions to the Canada Pension Plan and Employment Insurance Plan as required by Legislation.

28.06 The Corporation shall continue to pay its share of the premiums of the plan detailed under Article 28.01 while an employee is in receipt of Workplace Safety & Insurance Board benefits until such time as the employee is awarded permanent loss of earnings by the Workplace Safety & Insurance Board.

28.07 OMERS

Every full-time employee shall join the Ontario Municipal Employees Retirement **System**. The Corporation and regular employees shall make contributions in accordance with the provisions of the Plan. Part-time/temporary/casual employees may be eligible to join the plan in accordance with OMERS regulations.

28.08 OMERS 90 FACTOR

Employees exercising retirement options under the OMERS 90 factor shall receive benefits paid by the employer as follows (integrated with Provincial benefit plans for senior citizens)

- i. Ontario Health Insurance Plan
- ii. Dental and Extended Health care plan, combined maximum \$12,500 lifetime **for Single coverage, or \$25,000 for Couple coverage (retiree & spouse)** or until the retired employee attains 65 years of age, whichever the earlier.

ARTICLE 29 – PAYMENT OF WAGES AND ALLOWANCES

29.01 The Corporation shall pay salaries, wages and overtime in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized electronic statement of

their wages and deductions. All employees shall receive their pay by direct deposit bi-weekly on Thursdays.

29.02 When an employee is assigned to and performs the principle duties of a higher paying position for more than one shift, they shall receive the rate for the job. When an employee is temporarily assigned to a position paying a lower rate, their classified rate shall not be reduced.

29.03 After the completion of the initial probationary period, the Corporation shall assume the costs of fees membership year to a maximum of five-hundred (\$500) dollars, for any permanent employee who is required by the Corporation to be a member of the following association or organization.

College of Dental Hygienists of Ontario
Ontario Dental Assistants Association
Canadian Institute of Public Health Inspectors
College of Occupational Therapists of Ontario
Ontario College of Social Workers & Social Service Workers

29.04 The Corporation may hire new employees at a rate and/or vacation entitlement higher than the starting rate/entitlement set out herein where the Corporation considers previous experience warrants a higher starting rate/entitlement.

For new hire employees who receive a higher vacation entitlement as outlined above, no progression in the vacation schedule will be made until the corresponding years of service have been worked with the Niagara Region consistent with Article 24.

ARTICLE 30 – JOB CLASSIFICATION AND RECLASSIFICATION

30.01 The Corporation will supply the Union with a Job Description for each classification in the bargaining unit. The description shall specify the principle functions of the Job but shall not be construed as a detailed description of all work requirements inherent in the classification. The Corporation and the Union shall meet to discuss Job Descriptions.

30.02 In order to ensure the appropriate classification of jobs listed under Schedule "A" of the Collective Agreement, the Parties agree that matters related to the classification of new or existing jobs shall be dealt with in accordance with the Joint Job Evaluation Manual of Procedures forming part of this Collective Agreement (Appendix "B").

ARTICLE 31 – VEHICLE ALLOWANCES

31.01 Mileage Allowance

When requested by the Corporation and authorized by the immediate Supervisor to use their personal automobile for Corporation business, employees who do so will be reimbursed at the rate established annually by the Department of Finance Canada and approved by Regional Council. The union shall be advised of the new rate, established by Regional Council by February 1 of each year.

31.02 Auto Damage and Soiling

For staff working within Community Mental Health where there is a requirement for the employee to transport the consumer of services in accordance with the requirements found within Program Procedures contained in the employer's policy forming part of the Community Mental Health Program Manual, the following applies:

- (a) In the event of damage to a staff member's vehicle as a direct result of transporting a client, the staff member shall notify the Manager within 24 hours of the occurrence and complete an Unusual Occurrence Report Form in accordance with policy, and
- (b) The employee shall provide 2 written estimates of the cost for conducting the required repairs, and
- (c) Prior to having repairs performed the employee must obtain written approval to proceed with the repairs from the employer. The employer shall not unreasonably withhold or delay the granting of such approval, and
- (d) If damage results of soiling or body fluids the employee shall obtain 2 estimates for the cleaning of the damage limited to the area soiled or damaged and the employee shall seek authorization for the cleaning or repair as per above, and
- (e) The employer shall have the unfettered right to select the preferred service provider to perform the repairs from the estimates provided by the employee, and
- (f) The employee shall be reimbursed for approved repairs within a reasonable period of time upon the employee presenting a paid invoice for the work performed to the employer, and
- (g) Should the employer elect to pursue the consumer of services for reimbursement of damages they caused the employee shall provide evidence as regards names, addresses and particulars of the event in support of the employer's action, and
- (h) The employee shall make their available to be a witness in any proceedings, which

are commenced by the employer.

ARTICLE 32 – SAFETY AND HEALTH

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

32.02 The Corporation shall promptly reimburse an employee once each calendar year to a maximum of one hundred and twenty dollars (\$120) towards the purchase of CSA approved safety footwear to each employee who is required to wear such footwear (all Public Health Inspection staff) upon the employee submitting an original paid invoice for such purchase.

ARTICLE 33 – TECHNOLOGICAL AND OTHER CHANGES

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

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

33.03 The Corporation reserves the right to introduce alternative service delivery methodologies that may affect bargaining unit jobs, it being understood that no employee with five (5) or more years seniority shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by its employees, or as a result of technological changes in methods.

ARTICLE 34 – EDUCATIONAL ALLOWANCE AND TRAINING

34.01 The Corporation shall post notice of any forthcoming training courses, conferences, and experimental programmes to which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course, and be able to make application therefor. Whenever possible, such notices shall be posted for a minimum of ten (10) days prior to the course. The Corporation shall consider applications for attendance at these courses, but reserves the right to make final selection of courses. The Corporation shall be free to make the selection of participants but shall take into consideration, seniority on a rotating basis.

34.02 The Employer agrees to pay up to a maximum of twelve hundred dollars (\$1200) per year for successfully completed courses including tuition and required text and materials, towards the cost of any academic, technical or other job related course of study approved by the Employer. Application for approval shall be made by the employee as required by the Employer who shall have the right to determine whether or not such course is appropriate. If the course is not deemed appropriate the reason for denial shall be given to the employee in writing.

ARTICLE 35 – COPIES OF AGREEMENT

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

ARTICLE 36 – GENERAL

36.01 The Corporation agrees to the posting of Union notices on bulletin boards or technological equipment, or through the introduction of technological changes providing greater service and efficiency, whereby the reliance on bulletin board notices may be eliminated. Such notices shall relate to appointments, meetings, elections, conventions of the Union and Union social and recreational affairs.

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

36.03 The principle of equal pay for equal work shall apply regardless of gender.

36.04 In this Collective Agreement the word dependent child will be deemed to include a child or children for whom the employee has legal custody.

ARTICLE 37 – EMPLOYEE RESPONSIBILITIES

37.01 It is understood that once an employee has determined a date of retirement, they are responsible to advise their manager in writing of their intent to retire and specify the retirement date, with a copy to Human Resources. It is preferred the employee provide written notice of retirement **to their manager with a copy to Human Resources** no less than three (3) months in advance of the retirement date as a reasonable period to process the retirement.

37.02 Each employee shall keep up-to-date their current mailing address; email address telephone number; and all dependents for purposes of benefit eligibility. The employee will update electronically their myHR page of any changes within seven (7) calendar days of the effective date of the change. Upon request, the Employer will advise the Union of current mailing address, email address, and telephone number.

ARTICLE 38 – NOTICES

38.01 All communications between the parties shall be addressed to:

- (a) Director Human Resources
The Regional Municipality of Niagara
1815 Sir Isaac Brock Way, P.O. Box 1042
Thorold, Ontario L2V 4T7

- (b) The President and Secretary of Local 1757
of the Canadian Union of Public Employees who
shall be an employee of the Corporation, at
their last known address.

- (c) Copy to the CUPE Niagara Area Office
2 Westport Centre
110A Hannover Drive, Suite 101 & 102
St. Catharines, Ontario L2W 1A4

ARTICLE 39 – TERM OF AGREEMENT

39.01 This agreement shall be binding and remain in effect for a period of **three (3)** years, from April 1, 2025 to March 31, 2028, and shall continue from year to year thereafter, unless either party gives to the other party, notice in writing that it desires its termination or amendment or until the Minister has appointed a Conciliation Officer or a Mediator under the Labour Relations Act and the provisions of such Act as amended from time to time shall apply.

ARTICLE 40 – RETROACTIVITY

40.01 Once a Collective Agreement is ratified by the respective parties, the retroactivity of any entitlements which were subject of the negotiations between the Parties shall be retroactive to the renewal date of the Collective Agreement, unless items are specifically agreed to otherwise by the Parties.

40.02 Eligibility to retroactivity does not include any bargaining unit employees who resigned or were terminated prior to date of ratification by the parties. However, employees who retired prior to date of ratification by the Parties will receive applicable retroactive entitlement.

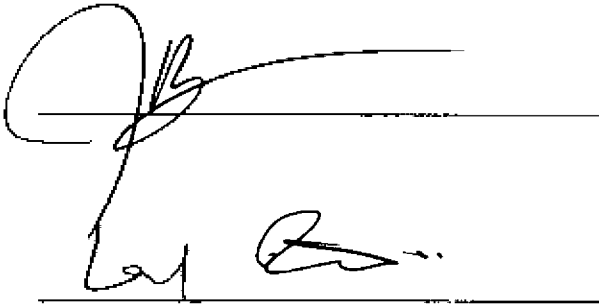
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives, as of this ____ day of _____, 2026.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1757**

**THE REGIONAL MUNICIPALITY
OF NIAGARA**



Regional Chair



Regional Clerk



Legal Services



CUPE 1757 Rate Table
April 1, 2025 to March 31, 2028

Grade	Job Code	Classification	April 1, 2025 - March 31, 2026					April 1, 2026 - March 31, 2027					April 1, 2027 - March 31, 2028				
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
			Start Rate	Year 1	Year 2	Year 3	Year 4	Start Rate	Year 1	Year 2	Year 3	Year 4	Start Rate	Year 1	Year 2	Year 3	Year 4
1			21,623	22,863	24,103	25,343	26,583	22,326	23,606	24,893	26,174	27,457	23,052	24,373	25,702	27,025	28,349
2			24,159	25,567	26,965	28,365	29,771	24,944	26,398	27,841	29,287	30,739	25,755	27,256	28,746	30,239	31,738
3	4PR38 4LA01 4PR07	Client Care Consultant Family Home Visitor Public Health Inspector - Intern	26,706	28,263	29,824	31,383	32,941	27,574	29,182	30,793	32,403	34,012	28,470	30,130	31,794	33,456	35,117
4	4NR10 4PR73	Registered Practical Nurse Mental Health Peer Specialist	29,242	30,964	32,682	34,400	36,119	30,192	31,970	33,744	35,518	37,293	31,173	33,009	34,841	36,672	38,505
5	4PR10 4PR16 4PR21	Certified Dental Assistant Mental Health Caseworker - Generic Mental Health Caseworker - Geriatric	31,785	33,681	35,579	37,477	39,372	32,818	34,755	36,694	38,633	40,569	33,885	35,885	37,887	39,889	41,887
6	4PR15 4PR70 4PR75 4PR74 4PR48 4LA04	Infant Development Consultant Youth Engagement Specialist Registered Dietitian Health Promoter Tobacco Control Officer Community Health Broker	34,324	36,361	38,397	40,431	42,469	35,440	37,543	39,645	41,745	43,849	36,592	38,763	40,933	43,102	45,274
6B	4LH04 4LH06	Health Promoter - Lead Hand Infant & Child Development Services Team Lead	37,324	39,361	41,397	43,431	45,469	38,440	40,543	42,645	44,745	46,849	39,592	41,763	43,933	46,102	48,274
7	4PR11 4PR08	Registered Dental Hygienist Public Health Inspector	38,134	40,407	42,681	44,957	47,230	39,373	41,720	44,068	46,418	48,765	40,653	43,076	45,500	47,927	50,350
7B	4PR08	Public Health Inspector*	38,575	41,201	43,827	46,453	49,079	39,829	42,540	45,247	47,954	50,661	41,123	43,923	46,723	49,523	52,323
7C	4LH01	PHI - Team Leader	41,575	44,201	46,827	49,453	52,079	42,829	45,540	48,247	50,961	53,678	44,123	46,923	49,723	52,523	55,323
8	4PR69 4PR64	Occupational Therapist Social Worker	40,326	42,845	45,367	47,887	50,405	41,637	44,237	46,841	49,443	52,043	42,990	45,675	48,363	51,050	53,734

NOTE Effective April 1, 2025 all Team Leader and Lead Hand positions receive \$3 more per hour than the positions they oversee

* 4PR08 - Public Health Inspector receives a temporary "out of schedule" rate effective September 4, 2022

An employee will move to the next year on the anniversary date of their corresponding full-time seniority 1820 hours equals one year of full-time seniority

For greater clarity, it is understood that a part-time employee will accumulate no more than one (1) year of seniority within a twelve (12) month, calendar year

SCHEDULE 'B' - INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN

The Regional Municipality of Niagara

and

CUPE Local 1757

Integrated Health Disability Income Insurance Plan

Introduction

The Regional Municipality of Niagara provides two integrated periods of health disability income insurance for full time employees: short term and long term disability benefits.

Plan Highlights

During the first five (5) working days of absence due to disability, per calendar year based on 35 or 40 hours per week as per your respective Collective Agreement, the employer pays 100% of base salary, regardless of the number of absences due to disability in the calendar year.

As of the sixth (6) working day and extending to the seventy-fifth (75) working day of absence due to disability (week 2 to week 15), the employer pays the base salary as per the sliding scale, and the employee shall use existing sick credits, if available, to top up to an upset maximum of 100% of base salary with offsetting charges to the employee's sick leave bank.

After the seventy-fifth (75) working day of absence due to disability (15th week) of absence, the employee shall:

- access existing sick credits at 100% base salary regular earnings until exhaustion;
- access sick pay benefits provided by the Employment Insurance Commission, if required, to a maximum number of weeks determined by the Employment Insurance Commission.

After the one hundred and fiftieth (150) working day of absence due to disability (30 weeks), the employee may be eligible to qualify for Long Term Disability (LTD) benefits up to 75 percent of base salary (see Long Term Disability pamphlet).

Eligibility for Disability Benefits

If you are disabled as a result of illness or injury, excluding compensable accidents such as those covered by Workplace Safety and Insurance Board, you will receive disability benefits that are paid by your employer. You are eligible for sick pay benefits upon completion of your probationary period.

Recurrence of Disability

When you return from an absence due to disability for three (3) continuous weeks and perform your regular duties, your benefit period of fourteen (14) weeks of base salary as per the sliding scale will be reinstated in full. However, if within three (3) regular work weeks of performing your regular duties following your return to work, you are disabled from the same or a related cause, only the remainder of the fourteen (14) calendar week benefit period will apply.

If, within three (3) regular work weeks following your return to active work, you become disabled from an unrelated cause of illness or injury, your benefit period of fourteen (14) calendar weeks of base salary as per the sliding scale will be reinstated in full.

If you are absent from regular work and a new disability occurs, your benefits period of fourteen (14) calendar weeks of base salary as per the sliding scale will continue until expiration.

Glossary of Definitions

Absence due to Disability

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

Absence/Authorized

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

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

Absence/Unauthorized

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

**Actively at Work/
Active Work**

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

Base Salary

Hourly rate as per the Collective Agreement times full-time hours per week.

(e.g. 40 hours per week x 52 weeks =
2,080 hours per year x hourly rate;

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

**Calendar Year
Continuous Service**

January 1 - December 31 inclusive.

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

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

Disability

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

Earnings

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

Existing Sick Credits

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

Illness

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

Long Term Disability An absence resulting from non-occupational or occupational illness/injury as determined by a qualified health care provider which renders an employee totally disabled and unable to attend regular work. An employee may qualify for Long Term Disability (LTD) benefits defined by the LTD carrier after the one hundred and fiftieth (150) working day of absence due to disability (30 weeks) and expiration of existing sick leave credits, whichever is greater. (See Article 27).

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

Modified work may be available where an employee can perform:

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

Regular Duties Where an employee is able to perform the essential duties of their regular occupation.

Short Term Disability An absence where the employee notifies their manager or delegate that they are unable to work due to non-occupational illness/injury on the first day of absence and extending no longer than the seventy-fifth (75) day (15 weeks). Payment of short term disability (STD) benefits will be authorized by the manager.

Working Day Regularly scheduled shift.

Integrated Health Disability Income Insurance Plan

100%	Employee receives 100% of salary once per calendar year	Employee can top up with sick leave credits at 25% of salary	Employee will use sick leave credits at 100% of salary before going to EI	Employee continues to access sick leave credits at 100% until all credits have been exhausted
75%		Employee receives 75% - 100% of salary based on sliding scale		THEN
50% 0%				EI (Varied)
Working Days	0 – 5 th day	6 – 75 th day	76 – 150 th day	151 st day
Working Weeks	1 working week	14 weeks	15 weeks or expiration of sick leave credits	31 st week or expiration of sick leave credits

TIME

LENGTH OF SERVICE AS OF JANUARY 1ST EACH YEAR	100% PAY	75% PAY
During Probationary Period	0 weeks	0 weeks
Completion of Probation but less than 4 years	1 week	13 weeks
4 years but less than 6 years	3 weeks	11 weeks
6 years but less than 9 years	6 weeks	8 weeks
9 years but less than 12 years	9 weeks	5 weeks
12 years but less than 15 years	12 weeks	2 weeks
15 years or more	14 weeks	0 weeks

APPENDIX 'B'

Pay Equity and Joint Job Evaluation

Pay Equity Maintenance & Internal Equity

The Parties agreed to develop and implement a new Pay Equity Maintenance Plan using a weighted point gender neutral job evaluation system. As a consequence, all positions within the CUPE Local 1757 bargaining unit were rated by a Joint Job Evaluation Committee, with the evaluation results reported to their principals.

The Parties agree that as a result of completing the joint job evaluation process and implementing a gender-neutral job evaluation system, the resulting salary administration system achieves and maintains pay equity. The Parties further understand and agree to replace previous pay equity plans with the new Pay Equity Maintenance Plan incorporating the Manual of Procedures, Joint Job Evaluation Plan, Weighted Points and salary grade bands.

Manual of Procedures

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - DEFINITIONS

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

Benchmark Job	or "Key Jobs" are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the rating manual.
Classification	The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.
Classification Differential	The difference between the maximum salary or wage in the Salaries and Wages Schedule of the Collective Agreement.

Classification Increments	The salary or wage steps for a particular Classification.
Collective Agreement	The Collective Agreement currently in effect between the Region of Niagara (hereafter referred to as the Region) and CUPE 1757 (hereafter referred to as the Union).
Current Rate	An employee's present rate of pay.
Duty	A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.
Employee	An employee of the Region in the bargaining unit for which CUPE Local 1757 is the recognized bargaining agent as defined in the Collective Agreement.
Factors	The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Program.
Factor Degrees	The actual measurement levels within each factor.
Green Circled	The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Program.
Incumbent	An employee who has been appointed or promoted to a job.
Job	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort, and the working conditions involved in the performance of that job, through the use of questionnaires, observation, and study.
Job Description	A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent to the job.
Job Documents	Comprised of all documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.

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

- Wage Grade The designation in the Collective Agreement for a particular job rate or salary level or salary range.
- Wage Rate Schedule The wage grades and levels as set forth in the Collective Agreement.

ARTICLE 3 - RATING METHODOLOGY

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

ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

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

accurate, up-to-date job descriptions.

- 4.2 a) The job description or notice of vacancy is the sole responsibility of Human Resources.
- b) The job descriptions shall be filed and indexed by Human Resources with a duplicate copy forwarded for signature to acknowledge receipt, by the Union.
- 4.3 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new or changed duties, are as follows:
 - a) The agreed upon job ratings for the respective job descriptions which are in effect from the effective date the Job Evaluation Program is implemented, and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:
 - (i) The job content is changed by the employer
 - (ii) The job is declared redundant by the employer
 - (iii) The job is changed as a result of a successful appeal.
 - b) Whenever the employer decides to establish a new job, the following procedures shall apply:
 - (i) The Human Resources Department shall prepare a draft job description and establish a temporary wage grade in accordance with the agreed upon Rating Manual.
 - (ii) The Human Resources Department shall notify the Union of the job description and the temporary wage grade.
 - (iii) Within six (6) months of the incumbent commencing employment in the new posted job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties actually being performed at the time of review. Should it be determined through the Committee's final evaluation that an increase should be made in the job's Classification, such an increase shall be retroactive to the date that the incumbent commenced employment in the new posted job.
- 4.4 Whenever the Region changes the job content of a position, the union shall be notified. The incumbent, supervisor or the union may request that the position be re-evaluated. The following procedures shall apply:

- a) A Request for Re-evaluation, (Form #3), the approved request form, be submitted to the Review Committee in care of the Human Resources Department.
- b) The revised job description and any other job document shall accompany the request form.
- c) The Review Committee shall review the changes to the job description and any other job document and determine whether there has been sufficient change in job content to warrant re-evaluation by the JJEC.
- d) If it is determined that there has been sufficient change in job content to warrant review by the JJEC, all relevant data will be promptly forwarded to the JJEC for re-evaluation.
- e) If it is determined that the position does not warrant review by the JJEC, the Review Committee will provide a written response to the employee(s) informing them why the position will not be forwarded to the JJEC. Should the Review Committee not be able to agree, the matter shall automatically be referred to the JJEC.
- f) The results of the JJEC evaluation will be communicated to the Director Human Resources or designate who shall communicate all rating and/or other decisions made by the committee to the appropriate Department Director, concerned Supervisor, the Union and the incumbent(s) of the committee's decision.
- (g) Following circulation of evaluation results and following the appeal period, the job shall be assigned the appropriate classification.

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

- a) The Appellant shall complete the Authorized "Appeal" form (Form #4), available from Human Resources and/or the Union.
- b) The appeal, shall state, in writing the reason or reasons for disagreement with the rating of the job on a factor by factor basis.
- c) The Appellant must forward the "Appeal" form, to the Director Human Resources or designate, who shall refer it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Department Director.
- d) The Joint Job Evaluation Committee shall consider each factor being

appealed. The results of the appeal will be communicated to the Director Human Resources or designate who shall forward to the incumbents(s), the appropriate Department Director, and the Union.

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

- 4.6 In the event that an "out of schedule" higher rate for a job is introduced by the Corporation, the Union shall be notified in writing, and such rate shall continue in effect until the Corporation determines that the conditions which gave rise to the "out of schedule" rate adjustments no longer exists. At that time the rate for the job shall be the evaluated classification as per this Manual of Procedures. Any employee who was being paid at the "out of schedule" rate while working in the job shall continue to receive the "out of schedule" for a period of three (3) months following the Corporations termination of the "out of schedule" rate, at which time the incumbent shall revert to their previously held rate, adjusted to reflect economic adjustment or step advance that the employee would have otherwise been entitled to during the "out of schedule" rate period.

ARTICLE 5 - JOB EVALUATION PROCEDURES

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

- a) site inspection by the Committee
- b) interviewing, by the Committee of incumbents and supervisors

- 5.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual. (Schedule 1)

- 5.3 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.

- 5.4 In the application of the Rating Manual the following general rules shall apply:

- a) It is the content of the job that is being analyzed, not the individual doing the job.
- b) Jobs are to be evaluated without regard to existing job rates.

- c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.
- d) Workload is not a consideration when evaluating a job except as provided for in Factor 4/Mental Effort.
- e) No interpolation of factor degrees is to be made in the use of this program. (i.e. no insertion of a factor rating that falls between the established degrees of the factor).
- f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.
- g) If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the Parties as the official rating for the job.
- h) Each appeal shall be submitted in writing on an official appeal form agreed to by the Region and the union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Region and the Union. The appeal forms shall be available from Human Resources and/or the Union.
- i) The Parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.
- j) The Joint Job Evaluation Committee and/or the Union at its discretion, may request the appearance of the Incumbent and/or Supervisor in order to assist the Committee in its deliberations.
- k) Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.

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

- a) If a change in job content results in a lower evaluation and wage grade for a job,

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

- b) A request for review shall be considered to have been received by Human Resources once it is submitted by an employee or the manager or jointly by the employee and manager once it has been submitted in a proper format in accordance with this manual of procedures as per Article 4.4 a) and b). The request shall be submitted without delay to the review committee (co-chairs) in accordance with Article 4.4 c). If it is determined by the review committee that there has been sufficient change in job content a review by the JJEC shall take place not later than the next scheduled monthly meeting established for this purpose. In the event that the committee does not meet as scheduled for the subject calendar month the future decision of the committee shall be considered to have been made on the date the meeting should have previously occurred and retroactivity shall flow from that date.

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

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

ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of:

- two (2) representatives of the Region, as selected by the Region.
plus one (1) alternate as selected by the Region.
- two (2) representatives of the Union, as selected by the Union.
plus one (1) alternate as selected by the Union.
- one (1) non-voting Representative appointed from Human Resources following

discussion with the Union.

- the position of Chairperson shall alternate between the Union and the Region.

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

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

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

6.4 Decisions of the Joint Job Evaluation Committee shall require consensus. When consensus is not possible, the matter under review shall be referred to the Job Evaluation Referee as provided for in Article 7 of this Manual of Procedures.

6.5 The Joint Job Evaluation Committee shall meet at least once a month or as required.

ARTICLE 7 - JOB EVALUATION REFEREE

- 7.1
- a) The Region and the Union shall, by January 31 of each year, agree upon a Job Evaluation Referee. The Parties agree that said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.
 - b) Should either party determine that a new Referee should be appointed for the following year, notice to the other party shall be given, in writing, during December of the current year. Such notice shall contain a list of individuals being proposed as Referee by the initiating party.
 - c) Should the Referee withdraw for any reason during the term of appointment, the Parties shall, within ten (10) calendar days of such notification, agree upon a replacement.

- d) Should the Parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within ten (10) calendar days of such decision, pursuant to Article 7.1 (a).
- 7.2 The cost of the Job Evaluation Referee's remuneration and personal expenses shall be shared equally by the Region and the Union.
- 7.3 The Job Evaluation Referee will be required to meet and make decisions solely on matters where consensus was not achieved by the Joint Job Evaluation Committee.
- 7.4 The following procedure will be followed to resolve any matters before the Job Evaluation Referee:
- a) The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.
 - b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Chairperson of the Joint Job Evaluation Committee, who will forward it to the Committee, the Director Human Resources or designate, the appropriate Department Head, the Union and the incumbent(s).
 - c) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this program.
- 7.5 The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.

ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

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

the appropriate Classification for the job.

- 8.2 The Human Resources Representative shall notify Human Resources and the Union of the results of 8.1.
- 8.3 The Human Resources Representative shall notify the appropriate Department Head, the Union, and the incumbent(s) of the job of any changes in Classification resulting from job evaluation.

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

ARTICLE 9 - GRIEVANCE/ARBITRATION

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

Amended at Thorold, Ontario this 26th day of May, 2025.

APPENDIX 'C'

Employee and Family Assistance Program (EFAP) – Confidential Services

TELUS Health has been retained by the Region to provide the services for our Employee and Family Assistance Program. Employees and their immediate family are welcome to contact **TELUS Health** at any time by calling:

TELUS Health
Confidential Counseling
24 hours a day, 7 days a week
1-844-880-9142

Amended at Thorold, Ontario this 26th day of May, 2025.

LETTER OF UNDERSTANDING

Between THE REGIONAL MUNICIPALITY OF NIAGARA

And THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1757

Public Health Youth Initiative

Whereas the parties are desirous of working collaboratively to ensure the efficient operation of the Niagara Region Public Health; and,

Whereas the parties acknowledge the need to recognize the work of the classification of workers to be known as Peer Leaders as being the work of the bargaining unit; and,

Whereas the parties acknowledge the term or task nature of the work to be performed by the aforementioned job classification, the parties agree as follows:

1. That individuals hired to fill the position of Peer Leader shall be part-time employees working up to fifteen (15) hours per week on average.
2. That these positions shall be a maximum eleven (11) month non-renewable contract positions and,
3. That such employees shall not in any way displace regular employees nor will they be retained in or granted work in preference to regular employees inside the bargaining unit.
4. That such employees may apply for a posted vacancy within the bargaining unit and will receive consideration as internal candidates in accordance with the posting provisions of the Collective Agreement.
5. That incumbents must be actively in regular attendance at a recognized secondary school within the boundaries of the Niagara Region.
6. That Peer Leaders shall be placed on the seniority list in accordance with the requirements of the Collective Agreement and they shall be entitled to all rights and benefits contained within the Collective Agreement with the exception of:
 - a. Article 18 - Layoffs and Recalls
 - b. Article 22 - Shift Premium
 - c. Article 23 - Paid Holidays
 - d. Article 24 - Vacations
 - e. Article 25 - Leave of Absence
 - f. Article 27 - Integrated Health and Disability Income Insurance Plan
 - g. Article 28 - Employee Benefit Program (**OMERS eligibility based on carrier rules**)
 - h. Article 32.02 - Safety and Health, Safety Boots

- i. Article 34.02 - Educational Allowance and Training
 - j. Schedule A - Wages
 - k. Joint Job Evaluation Plan
7. That paid holidays and vacation shall be in accordance with the Ontario Employment Standards Act, 2000 (ESA), as amended.
 8. The wages to be paid to Peer Leaders shall be that student wage rate established by the Corporation and shall be amended at the discretion of the Corporation from time-to-time and not be subject to the negotiation of the 1757 Collective Agreement.
 9. That Peer Leaders shall be deemed to have received notice of termination as required by the Ontario Employment Standards Act, 2000 (ESA), as amended by virtue of the term contract they will be required to sign at the point of hire and that such contract shall identify a termination date.
 10. That Peer Leaders shall have union dues deducted from their wages in accordance with the Collective Agreement and CUPE Local 1757 Bylaws and that such dues shall be remitted to the union in accordance with Article 5 of the Collective Agreement.

The above forms the entire agreement between the parties as it relates to the subject matter of this Letter of Understanding and should not be construed as amending any of the subject Collective Agreement in any manner other than that specifically contemplated by these agreements between the parties.

Amended at Thorold, Ontario this 26th day of May, 2025.

LETTER OF UNDERSTANDING

Between THE REGIONAL MUNICIPALITY OF NIAGARA

And THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1757

Assertive Community Treatment Team (ACTT), Community Mental Health

Whereas the Employer is desirous of establishing a new work team known as the Assertive Community Treatment Team (ACTT), Community Mental Health and,
Whereas the parties recognize the need to alter certain provision contained within the Collective Agreement between them in order to facilitate the delivery of the program's objectives, the parties agree as follows:

1. The work schedule for employees on the ACTT includes two shifts; one being 8:30 a.m. to 4:30 p.m. and the other being 12:00 p.m. to 8:00 p.m., however these hours of work may be subject to change in accordance with Article 18.
2. That the work schedule shall be comprised of a work week wherein Saturdays and Sundays will form part of the normal work week and as such employees scheduled to work Saturday and Sunday shall have two consecutive days off other than Saturday and Sunday which shall be scheduled by no later than the Thursday and Friday following the weekend worked.
3. That notwithstanding Article 20.01 (a) of the Collective Agreement, staff working either a seven (7)-day; five (5)-day; or three (3)-day week shall be paid overtime for all hours worked over and above their regular schedule.

Example: Overtime rates shall apply when staff are scheduled to work over and above the normal seven (7)-hour day and/or staff are required to work on their normally scheduled day off.

4. An hours-averaging arrangement will result in employees continuing to be paid seventy (70) hours per pay period when actively at work. The parties recognize that pay periods will range in time worked specifically in either sixty-three (63); seventy (70); or seventy-seven (77) hours worked per pay period. It is understood such hours-averaging arrangement of seventy (70) hours worked per pay period over a two (2)-week work cycle will apply when working weekend shifts.
5. Staff will be paid on the basis of seventy (70)-hours per pay period regardless of working sixty-three (63); seventy (70); or seventy-seven (77) hours per pay period.
6. That in event the employer institutes a Standby program; all employees who are part of the ACTT and who are members of CUPE 1757 may be scheduled to take

Standby duty on a rotational basis. As such the affected employees will be available and responsible for standby/on-call duty as follows:

- a) from 8:00 p.m. to 8:30 a.m. on each day Monday thru Saturday and,
- b) from 4:30 p.m. on Saturday to 8:30 a.m. Sunday and,
- c) from 4:30 p.m. on Sunday to 8:30 a.m. on Monday.

A rotation shall be weekly with employees beginning a rotation at 8:00 p.m. on Monday and completing the rotation at 8:30 a.m. the following Monday.

Any ACTT employee scheduled to be on Standby and responsible to provide service as detailed above shall be credited with 21 hours of lieu time for each week of Standby. It is understood by the parties that in the event the on-call service provided are reduced (less than a full rotation); the resulting lieu time credits shall be prorated proportionally.

Employees while on Standby who perform telephone work or who must leave their residence to make a service call shall be entitled to compensation in accordance with Article 21 (Call-in Pay and Standby Pay) of the Collective Agreement between the parties.

It is understood by the parties that all lieu time accrued as a result of an employee being scheduled to be on Standby shall be treated in accordance with the requirements of article 20 Overtime (e) and (f) of the Collective Agreement between the parties.

7. In addition to the shift premium provided under Article 22, the Employer will provide a further ACTT Responsibility Premium in the amount of \$0.60 per hour worked by the employee when providing ACTT services outside of Monday to Friday 8:30 a.m. to 4:30 p.m., as approved and/or scheduled by the Manager.

The parties agree that the forgoing forms the entire agreement between them as it affects treatment of the employees employed within the ACTT as relates to the specific conditions of employment outlined herein. For all other conditions of employment the parties recognize that the Collective Agreement remains in force and that all rights and entitlements contained within the Collective Agreement between the parties shall prevail save and accept as those conditions are amended herein.

Renewed at Thorold, Ontario this 27th day of May, 2025.

LETTER OF UNDERSTANDING

Between THE REGIONAL MUNICIPALITY OF NIAGARA

And THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1757

Post-Secondary Students

Whereas the parties are desirous of working collaboratively to ensure the efficient operation of the Public Health Department and,

Whereas the parties acknowledge the need to recognize the work of the bargaining unit being performed by Post-Secondary Students (hereinafter referred to as 'Students') and,

Whereas the parties acknowledge that the Employer and the Union recognize the value of the work performed by Students, the parties agree as follows:

1. That in accordance with Article 2.05 of the Collective Agreement between the parties, Students will work on jobs which are normally done by employees who are covered by the Collective Agreement, and;
2. That Students shall have a separate seniority list for purposes of entitlements within the students group only and shall be entitled to all rights and benefits of the Collective Agreement with the exception of;
 - a. Article 18 - Layoffs and Recalls
 - b. Article 22 - Shift Premium
 - c. Article 23 - Paid Holidays
 - d. Article 24 - Vacations
 - e. Article 25 - Leave of Absence
 - f. Article 27 - Integrated Health and Disability Income Insurance Plan
 - g. Article 28 - Employee Benefit Program (**OMERS eligibility based on carrier rules**)
 - h. Article 32.02 - Safety and Health, Safety Boots
 - i. Article 34.02 - Educational Allowance and Training
 - j. Schedule A - Wages
 - k. Joint Job Evaluation Plan
3. That Paid Holidays and Vacation shall be in accordance with the Ontario Employment Standards Act, 2000 (ESA), as amended, and;
4. That it is understood and agreed that the Students employed in accordance with this agreement shall not be used in classifications of higher paying positions normally offered to permanent employees covered by the Collective Agreement, and;

5. That students shall not in any way displace regular employees nor will they be retained in or granted work in preference to regular employees who normally perform the work, and;
6. **Students hired to work for the Corporation may be employed up to thirty-five (35) hours per week, and;**
7. The wages to be paid to Students shall be established by the Corporation on an annual basis. It is understood that the established wage rate shall not be implemented without prior discussion with the Union.
8. That students who return from year to year shall return as new employees and shall not have the time worked in previous years recognized for purposes of probation or any other entitlements applicable to them in accordance with the Collective Agreement, and;
9. That student employees may apply for a posted vacancy and will receive consideration for such vacancy before a new employee is hired but in any event not before any other regular full time, part time or casual employee, and;
10. That students shall have union dues deducted from their wages in accordance with the Collective Agreement and CUPE Local 1757 Bylaws and that such dues shall be remitted to the union in accordance with Article 5 of the Collective Agreement, and;

The above forms the entire agreement between the parties as relates to the subject matter of this Letter of Understanding and should not be construed as amending any of the subject Collective Agreement in any manner other than that specifically contemplated by these agreements between the parties.

Amended at Thorold, Ontario this 27th day of May, 2025.

LETTER OF UNDERSTANDING

Between THE REGIONAL MUNICIPALITY OF NIAGARA

And THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1757

Excess Hours of Work

Whereas the parties are desirous of working collaboratively to ensure the efficient operation of the Public Health Department and,

Whereas the parties acknowledge the need to address the issue of excess hours of work as required by Bill 63 which amended the Hours of Work and Overtime sections of the Ontario Employment Standards Act, 2000 (ESA), as amended to wit sections 17, 17.1, 22 and 22.1 and,

Whereas the parties acknowledge that these agreements shall be used to make application to the Director of the Employment Practices Branch of the Ministry of Labour for an approval to work excess hours as required by the amended ESA, the parties agree as follows:

1. That without affecting the content and intent of Articles 19 (Hours of Work), 20 (Overtime), 21 (Call In Pay), and 22 (Shift Premiums) of the Collective Agreement between them, the parties recognize the limitations found at Sections 17, and 17.1 of the ESA and,
2. That as a result of these agreements employees may from time to time be asked and may accept to work hours in a day greater than eight (8) hours to a maximum of thirteen (13) hours in a day and,
3. That as a result of these agreements employees may from time to time be asked and may accept to work hours in a week greater than forty eight (48) hours to a maximum of sixty (60) hours in a week and,
4. That only in usual emergency circumstances will employees be asked or required to work and/or allowed to accept hours of work greater than the excess hours identified in sections 2 and 3 of this agreement and,
5. That this agreement shall remain in force from the date of its execution by the respective parties until the conclusion of bargaining for a new Collective Agreement once the current agreement expires and,
6. That the employer shall use these agreements in support of its application for an approval with the Ministry of Labour to allow employees to work the excess hours identified herein and that the Union agrees that by executing these agreements it is

supportive of the application being made by the Employer to the Ministry of Labour.

The above forms the entire agreement between the parties as relates to the subject matter of this Letter of Understanding and should not be construed as amending any of the subject Collective Agreement in any manner other than that specifically contemplated by these agreements between the parties.

Renewed at Thorold, Ontario this 12th day of June, 2025.

LETTER OF UNDERSTANDING

Between THE REGIONAL MUNICIPALITY OF NIAGARA

And THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1757

Hours-Averaging Agreement - Environmental Health Division

Whereas the Employer has introduced weekend day shifts in the Environmental Health Division;

And whereas the parties have agreed to alter certain provisions of the Collective Agreement upon implementation of this schedule, including reaching an hours-averaging arrangement;

The parties agree as follows:

1. The Employer will schedule Environmental Health Division staff employed in the full-time (35 hour/week) classifications of Public Health Inspector (PHI) and/or PHI Team Lead as follows:
 - (a) Staff will be equitably scheduled to work weekends and paid holidays, as defined in Article 23.01 of the Collective Agreement, based on operational needs as determined by the Employer.
 - (b) When scheduled to work weekends, staff will be regularly scheduled seven (7) consecutive days in a row commencing on Monday and ending on Sunday.

Subsequently, staff will be regularly scheduled off on the Monday and Tuesday following their seven (7)-day worked schedule, unless either/both of those days are holidays, in which case the days off will be those that week immediately following the holiday.

Subsequently again, staff will be regularly scheduled three (3) consecutive days commencing Wednesday and ending on Friday. Staff will have the following weekend off (ie. Saturday and Sunday) and will return to normal Monday to Friday scheduling until it is the staff member's next rotation to work weekends whereby the above schedule will be repeated.

- (c) For clarity, the above "seven (7) on, two (2) off, three (3) on, two (2) off" schedule will average to ten (10) x seven (7)-hour days in a two (2) week period consistent with the normal Monday to Friday schedule.

2. Notwithstanding Article 20.01 (a) of the Collective Agreement, staff working either a seven (7)-day; five (5)-day; or three (3)-day week shall be paid overtime for all hours worked over and above their regular schedule.

Example: Overtime rates shall apply when staff are scheduled to work over and above the normal seven (7)-hour day and/or staff are required to work on their normally scheduled day off.

3. An hours-averaging arrangement will result in employees continuing to be paid seventy (70) hours per pay period when actively at work. The parties recognize that pay periods will range in time worked specifically in either sixty-three (63); seventy (70); or seventy-seven (77) hours worked per pay period. It is understood such hours-averaging arrangement of seventy (70) hours worked per pay period over a two (2)-week work cycle will apply when working weekend shifts.
4. Staff will be paid on the basis of seventy (70)-hours per pay period regardless of working sixty-three (63); seventy (70); or seventy-seven (77) hours per pay period.
5. Environmental Health Division staff who are scheduled to work on a weekend may request taking days off other than the immediately following Monday and Tuesday as described in item 1 (b) above, as follows:
 - (a) Staff must submit requests in writing to the Director, or designate. Requests will be considered based on operational requirements, such requests will not be unreasonably denied.
 - (b) The two days off must both occur by no later than the Friday after the weekend worked and must be consecutive days. For example, if an employee works the weekend, they must be scheduled off two consecutive days by no later than the immediately following Friday.
 - (c) No overtime shall be earned as a result of shifting one's days off from Monday and Tuesday to other days per this item #6.
6. Environmental Health Division staff may be permitted to request weekend and/or paid holiday exchanges as follows:
 - (a) Staff may only request to exchange complete weekends (ie: Saturday and Sunday) with another qualified employee. It is understood that only the employee actually working the weekend will have the following Monday and Tuesday scheduled days off.

- (b) Staff must submit requests in writing to the appropriate non-union manager. Requests will be considered based on operational requirements, such requests will not be unreasonably denied.
- (c) No overtime shall be earned as a result of a weekend and/or paid holiday exchange.

Renewed at Thorold, Ontario on June 12th, 2025.

LETTER OF UNDERSTANDING

Between THE REGIONAL MUNICIPALITY OF NIAGARA

And THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1757

Temporary Employees

"Temporary Employees" are defined as employees in temporary roles who have no permanence within the bargaining unit, and whom have never secured a permanent position with no break in service.

The Parties understand and agree that the following shall apply to "temporary employees" consistent with current practices:

1. Temporary employees will work and serve the probation period as outlined in Article 14.
2. Temporary employees are eligible for step progression as outlined in Schedule "A".
3. Temporary employees do not have layoff, bumping and/or recall rights.

Agreed at Thorold, Ontario this 27th day of May, 2025.

LETTER OF UNDERSTANDING

Between THE REGIONAL MUNICIPALITY OF NIAGARA

And THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1757

Employee Self-Funded Leave

An employee and the Corporation may enter into an agreement whereby the employee may request and the employer shall grant a leave of absence, subject to the following considerations:

- 1) That an employee, with no less than two (2) years advanced written notice prior to the date of anticipated leave, may take a one-year leave of absence.**
- 2) That granting of such leaves shall be at the sole discretion of the Corporation having due regard for work requirements and shall not result in any increased cost to the Corporation.**
- 3) Employees taking such leaves are encouraged to self-manage a wage deferral plan through their banking institution. Generally staff will move a percentage of their earnings during the notice period to a separate personal account in order to have earnings to live off of during the unpaid portion of this leave of absence.**
- 4) It is the sole responsibility of the employee making such request to determine all implications of taking such leave.**
- 5) The year of the leave of absence shall not constitute a year of service. Purchase of broken pensionable service shall be in accordance with the rules and regulations of OMERS at the time of purchase and shall be at the total expense of the employee.**
- 6) The employee's seniority shall continue to accumulate during the year of the leave.**
- 7) Employee benefits available to the employee under the Collective Agreement as held by the employee in the year prior to the leave may be continued subject to the approval of the carriers concerned. The cost of premiums for such benefits while on an employee self-funded leave plan shall be the responsibility of the employee.**
- 8) Where the leave has been granted by the Corporation it shall post and fill the vacated position as a temporary one in accordance with the Collective Agreement if the work remains available. The Corporation shall reinstate the employee on leave to the same or similar position to the one they left, subject to applicable**

work and position being available. The replacement employee shall be advised of the temporary nature of their position upon appointment to the position.

9) In the event that the position of the employee on leave of absence ceases to exist by reasons of staff reduction or organizational changes requiring layoff, then the Layoff and Recall provisions of this Collective Agreement shall apply, and the employee will be notified in writing by regular mail and/or email in accordance with the Collective Agreement.

10) An employee on self-funded leave of absence who decides not to return to employment shall notify the Corporation as soon as possible of their decision and no later than four (4) weeks prior to the end of their leave of absence.

Agreed at Thorold, Ontario this 12th day of June, 2025.

LETTER OF UNDERSTANDING

Between THE REGIONAL MUNICIPALITY OF NIAGARA

And THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1757

Mergers and Amalgamations

In response to the Union's proposal concerning the above and in the event the Employer may merge or amalgamate with any other body, the Employer agrees to notify the Union as soon as they are reasonably able to. Upon such notification, the parties agree to discuss the potential impacts on the employees in the bargaining unit, with such meeting including discussion on an implementation protocol, which may include any plan for notification to employees.

Agreed at Thorold, Ontario this 12th day of June, 2025.

NOTES