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No. OF 1992 EMPLOYEES	100
NOMBRE D'EMPLOYÉS	T.N.

THE CORPORATION OF THE CITY OF BRANTFORD

- and -

BRANTFORD CIVIC EMPLOYEES' UNION, LOCAL 181 (CITY HALL UNIT)

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THIS AGREEMENT entered into at Brantford, Ontario as of the first day of January, 1992

BY AND BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD
(Hereinafter referred to as the "Employer")

OF THE FIRST PART

- a n d -

BRANTFORD CIVIC EMPLOYEES' UNION, LOCAL 181 (CITY HALL UNIT)
Chartered by the CANADIAN UNION OF PUBLIC EMPLOYEES
(CANADIAN LABOUR CONGRESS)
(Hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 - GENERAL PURPOSE

1.01 Whereas, in the interests of the efficient conduct and administration of the Employer's affairs, it is desirable that there shall obtain harmonious relations, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, *the* nature of the duties thereof, the manner of their discharge, seniority in the service and security of tenure of office; now therefore witnesseth that the parties hereto covenant and agree as follows:

ARTICLE 2 - RECOGNITION AND COVERAGE

2.01 (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement as set forth in the Schedule of Wage Rates attached hereto, save and except Deputy Department Heads, persons above the rank of Deputy Department Heads, City ~~Tax~~ Collector, Accounting Supervisor, Professional Engineers, Ontario Land Surveyor, Purchasing Officer, Secretary to the C.A.O., Secretary to the Mayor, Secretary to the City Engineer, Data Processing Officer, Chief Building Official, Manager-Child Care Services, Supervisor-Child Care Services, and employees of the Human Resources Department.

2.01 (b) The parties agree that:

1. Students will become members of the Union and will pay Union Dues and/or assessments as advised by the Union upon commencement of employment.
2. Students will be hired for their specific work term or vacation period and shall not acquire seniority during their employment.
3. Students, except as otherwise specified, shall be paid in accordance with the schedule of rates attached hereto as Schedule "F".
4. The Union recognizes the right of the Employer to assign students such work as may from time to time become available provided that such students shall not be hired to replace regular employees on the seniority list or to substitute for seniority positions when they become vacant except as otherwise provided herein.

5. It is agreed by the parties that students are hired to complement the staff and work generally under the guidance of regular union and/or non-union staff. When Construction Inspector I position(s) become available on a temporary basis and the employees regularly performing the positions of Construction Inspector II and Rod and Chainman indicate a preference, the City Engineer agrees to give such employees first consideration over students, as well as in filling resulting vacated positions, provided that such employees are capable and qualified. Should such temporary transfer(s) take place, the provisions of Article 18.05 shall apply and the Employer may proceed to assign students to fill the balance of the positions as well as the resulting temporarily vacated positions. It is understood that upon completion of the temporary transfer, the regular employee shall revert to his former classification and position. Students who are assigned to perform the inspection duties on construction projects (other than street cut inspection), shall receive no less than the minimum rate of work term 4 as listed for University students in Schedule "F" (non-clerical).

6. Employees hired for a specific Government Subsidized Programme shall not serve a probationary period and shall not acquire seniority during their employment. The terms and conditions as set forth for each particular programme will be detailed in a Letter of Understanding to the President and Unit Chairman, which will be mutually agreed to by the parties. Employees shall have the right to grieve from the first day of hire under the provisions of the Grievance Procedure as in Article 5 of the Collective Agreement with respect to matters of monetary, disciplinary or dismissal. The participation in benefits will be subject to the terms of the particular Government Subsidized Programme and participation will be subject to the conditions of this Collective Agreement. Employees hired under these programmes shall not be hired to replace regular employees on the Seniority List.

Clerical employees hired for a specific Government subsidized programme shall be paid no less than the minimum rate of Level "A", Salary Schedule "A".

The union is to be forwarded copies of the Corporation's application for programme funding and terms of reference for the programme.

The union will be provided with notification of the names of employees hired under Government Subsidized Programmes.

2.02 The term "employee" or "employees", as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in the bargaining unit as described above.

2.03 No member of management shall perform the duties of positions performed by employees covered by this Agreement, save and except for a period of no longer than thirty (30) working days in cases of emergency, during periods of instruction, or when employees normally performing the duties are not available.

2.04 No person who has completed five (5) years of service shall be laid off as a result of contracting out of work regularly performed by members of this bargaining unit on the seniority list.

ARTICLE 3 - RELATIONSHIP

3.01 The parties agree that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced.

3.02 The Employer agrees that all present employees shall remain, and new employees shall become, members of the Union when they commence employment.

3.03 The Employer agrees to acquaint new employees with the fact that this Agreement is in effect and with the conditions of employment set out in this Article and Article 15. The Employer will supply each employee with a copy of this Agreement and additional copies six (6) signed original plus twenty (20) to the Secretary of the Union.

3.04 Upon request, subject to the approval of the Department Head and/or Deputy Department Head as to time, arrangements will be made with the ~~Human~~ Resources Department for an employee to have access to and review his/her file and shall be permitted to respond in writing to any document contained therein. Such response shall become part of the personnel file. An employee may photocopy any material contained in his personnel file. Such review will be held in the presence of a member of the Human Resources Department and such request shall not be unreasonably withheld. The presence of such a response in the employee's file shall not be construed as being an acceptance by the employer of the statements contained therein either as to fact or opinion.

ARTICLE 4 - RESERVATION OF UNIT FUNCTIONS

4.01 The Union acknowledges that it is exclusively the function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, promote, demote, lay-off and suspend, or otherwise discipline employees, providing that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause, may be subject to a grievance and dealt with in accordance with the grievance procedure;
- (c) make and alter, from time to time, rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement.
- (d) Generally to manage the office and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of personnel required and the methods, procedures and equipment to be used and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement; and
- (e) where a decision is made by the Employer affecting a group of employees, the Secretary of the Union shall be notified by the Director of Human Resources as soon as it is practicable but in any event not later than thirty (30) days prior to the decision being implemented or such time limits as specifically contained in this Agreement.
- (f) Where changes in the working personnel are implemented, i.e., hiring, lay-offs, re-calls, terminations, transfers, and redundant positions and such other notification as contained in this Agreement, the Director of ~~Human~~ Resources shall notify the Unit Chairman and the Treasurer of the Union as soon as it is practicable but in any event not later than three (3) working days. Such notification may be made by way of personal service or registered mail post-marked within the three (3) day period as aforesaid.
- (g) When requests are made to the Employer by an employee in accordance with the Agreement or where transfers are made of a temporary nature within the terms of this Agreement (no longer than six (6) months' duration), such notification or request shall pass between the Employer and employee.

4.02 The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 In order to provide **an** orderly procedure for the servicing of differences between the parties and the employees' grievances which may arise hereunder, the Union may establish a Unit Grievance Committee, not more than three (3) of whom may attend meetings with the Representatives of the Employer, and the Unit Chairman shall notify the Director of Human Resources, in writing, of the names of the members of the Unit Grievance Committee and any change thereto before the Employer shall be required to recognize them. Only two (2) duly authorized members of the Unit Grievance Committee, together with the Department Steward concerned constituting the three (3) members shall assist employees or attend meetings **as** provided in the Grievance Procedure.

5.02 It is understood that members of the Grievance Committee and other recognized Committees have their regular work to perform on behalf of the Employer and that if it is necessary to service a grievance or perform other Union functions connected with the Agreement during working hours, they will not leave their work without first obtaining the permission of the Department Head, which permission will not be unreasonably withheld. When resuming their regular work they will report to such Department Head and, **if** required, will give a reasonable explanation **as** to their absence.

It is understood that permission requested of a Department Head as it appears in any articles of the Agreement, should the Department Head not be available, the request shall be made to the next member of Management available in the Department.

5.02 (a) Union members on authorized Committees, including Grievors, meeting with the Employer on grievance up to and including Arbitration or negotiations, up to and including conciliation or at any other mutually agreed meeting, will be given a leave of absence without loss of pay. .

5.03 The Union may have the services of a representative of the Canadian Union of Public Employees to assist in the hearing of grievances, **as** provided under the terms of this Agreement, at arbitration and at negotiations.

5.04 When an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement, he shall present his complaint to his Deputy Department Head, Department Head or Manager Child Care Services no later than fifteen (15) working days following the date upon which he should have become aware of the circumstances which led up to the complaint. In the case of a complaint, requesting a monetary settlement, this limitation shall be extended to one (1) calendar year. His Deputy Department Head, Department Head or Manager Child Care Services shall have one (1) working day to verbally reply to the complaint. Failing satisfaction, the grievance may be dealt with in the following manner and sequence:

STEP 1: The employee, in the presence of his Union Steward, shall present his alleged grievance in writing signed by the employee involved, to his Department Head within seven (7) working days after receiving the verbal reply to the complaint. The Department Head shall render his decision to the grievor with a copy to the Union Steward in writing within three (3) working days.

STEP 2: Failing settlement under Step 1 of the Grievance Procedure, the Unit Grievance Committee may submit the grievance in writing to the Chief Administrative Officer within five (5) working days of receiving the decision in Step 1. The Chief Administrative Officer shall grant the Union Grievance Committee a hearing within ten (10) working days. The Chief Administrative Officer shall render the Employer's decision in writing within five (5) working days to the Unit Grievance Committee with a copy to the Grievor. It is understood that the Chief Administrative Officer may have the assistance of any Department Head and the Director of Human Resources.

5.05 Failing settlement under Step 2 of any differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions **as** to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 6 herein, and if no written notification is received within forty (40) calendar days after the decision in Step 2 is given, it shall be deemed to have been abandoned.

- 5.06 Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.
- 5.07 The time limits provided under the Grievance Procedure may be extended by mutual agreement of the parties.
- 5.08 A Policy Grievance Procedure is hereby recognized whereby either party to this Agreement may submit any matter in dispute to grievance beginning at Step 2 of the Grievance Procedure. However, such grievance shall not include matters upon which employee(s) are personally entitled to grieve.
- 5.09 All decisions arrived at between the representatives of the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 5.10 A claim by any employee who **has** completed his probationary period that he has been unjustly discharged or suspended for three (3) working days or more shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer under Step 2 within five (5) working days after the discharge or suspension is effected. Such special grievance may be settled under Grievance or Arbitration Procedure by:
- (a) Confirming the Employer's action in dismissing or suspending the employee;
 - (b) Re-instating the employee with full compensation for the time lost; or
 - (c) By any other arrangement which may be deemed just and equitable.
- 5.11 (a) When a Deputy or Department Head feels it is necessary to reprimand an employee and where such reprimand may result in the demotion, suspension, or dismissal of an employee, the reprimand shall be made in private and the employee being reprimanded shall be accompanied by a Union Representative. The Deputy or Department Head may have in attendance a non-union Representative.
- 5.11 (b) In the event that an employee has been reprimanded as outlined in 5.11 (a), such employee shall be provided, in writing, the particulars which caused the reprimand and the Unit Chairman shall receive a copy.
- 5.11(c) Such reprimand shall remain on an employee's record for a period of eighteen (18) months.
- 5.12 It is agreed that an appeal by an employee to an elected or appointed non-staff official of the City Council or of a Board or Commission of the City of Brantford over a matter that is being or could be grieved under the terms of this Agreement, or could be the subject of an appeal under Schedule "D" attached hereto, shall constitute a breach of this Agreement. Violation of this clause shall render an employee liable to disciplinary action up to and including dismissal.
- 5.13 It is understood that the Union may have the services of the local Union Chief Steward without loss of pay to assist in the hearing of grievances at Step 2 and thereafter of the Grievance Procedure.

ARTICLE 6 - ARBITRATION

6.01 When either party requests that any difference be submitted to arbitration, it shall notify the other party in writing (in the case of the Union the Secretary; in the case of the Employer the Director of Human Resources), and at the same time nominate an arbitrator. Within five (5) working days thereafter, the other party shall nominate an arbitrator. The two arbitrators so nominated shall select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of five (5) days following the date of their appointment, either nominee will then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

6.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

6.03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

6.04 The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

6.05 The proceedings of the Arbitration Board will be expedited by the parties thereto and the decision of the majority of such Board will be final and binding upon the parties thereto and the employees concerned.

6.06 Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

ARTICLE 7 - NO STRIKE AND NO LOCKOUT

7.01 In view of the orderly procedure for settling grievances, following the signing of this Agreement, the Employer agrees that it will not cause or direct any lockout of its' employees and the Union agrees that there will be no strike or other collective action which will stop, curtail or interfere with work or the Employer's operations during the life of this Agreement.

The Union agrees that if any such collective action takes place, it will repudiate it forthwith and require its' members to return to work. Any employee participating in any such strike will be subject to discipline, including discharge.

7.02 In the event that any employee, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines.

ARTICLE 8 - SENIORITY, PROMOTIONS, STAFF CHANGES

8.01 (a) Seniority List: Seniority is preference or priority measured by length of service. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up to date seniority list shall be placed on the bulletin board of each Department by the 15th of January and July of each year. Copies shall be sent to the Unit Chairman and the Secretary of the Union.

8.01 (b) Seniority for New Employees: Newly hired employees shall be considered on a trial basis for a period of forty-five (45) worked days within a four (4) month period, or such other extended period of time as may be mutually agreed upon, and after satisfactory completion of such trial period, seniority shall be effective from the original date of employment.

8.01 (c) Seniority During Absence: If an employee is absent from work because of sickness, accident, lay off or leave of absence approved by the Employer, he shall not lose seniority rights. An employee shall lose his seniority in the event:

- (1) He is discharged for just cause and is not re-instated.
- (2) He resigns.
- (3) He is absent from work in excess of three (3) working days without notifying the Department Head or Deputy Department Head, unless such notice was not reasonably possible.

(4) He fails to report for work within ten (10) days after being notified by registered mail to return to work following a lay off or fails to notify the Director of Human Resources by registered mail postmarked within five (5) days after receipt of such notice of his intention to report for work.

(5) He is laid *off* for a period of longer than twelve (12) consecutive months.

(6) He fails to return to work upon termination of an authorized leave of absence without reasonable proof of the cause of delay.

8.02 (a) When making transfers, promotions (excluding promotions to positions outside of the Bargaining Unit which shall not be subject to the terms of this Agreement), lay-offs or recalls, seniority shall apply when the employee has the basic qualifications, **as** outlined in the approved Job Description, to perform the work available.

8.02 (b) **An** employee who has been promoted shall be allowed a period of thirty (30) working days to prove his ability for the position. If the Employer or the employee finds he is unable to perform the duties of the position during such period, the employee shall revert to his former classification and position.

8.02 (c) **An** employee who has been promoted to a position with the Employer, not subject to the provisions of this Agreement, shall be allowed a period of thirty (30) working days to prove his ability for the position. Failing to qualify for such position, the said employee shall revert to his former classification and position within the Bargaining Unit.

8.02 (d) It is understood that other employees who have been promoted **as** a result of the changes **as** outlined in 8.02 (b) or 8.02 (c) will be required to revert to their former positions and classifications, due to the reverse situation.

8.02 (e) When promoted to a position not subject to the provisions of this Agreement, an employee, provided he does not break his service with the Employer, shall retain his seniority for one year only from the date of such promotion. It is understood that such employee shall not continue to accumulate seniority during the said one-year period.

8.02 (f) Employees occupying positions which have become redundant may exercise their seniority rights by displacing other employees with less seniority in classifications at the same or at a lower level, provided the employee has the basic qualifications (**as** outlined in the Job Description) to perform the duties in the classification. The employee exercising his seniority rights shall be slotted in no lower than the three month step of the classification based upon past experience in related duties of the incumbent's former position and the new position.

8.02 (g) A lay-off shall be defined **as** a reduction in the work force or a reduction in the standard hours of work **as** defined in this agreement of more than forty-eight (48) hours duration, due to lack of work.

8.02 (h) In the event of a lay-off, employees may exercise their seniority rights by displacing other employees with less seniority in classifications at the same or at a lower level, provided the employee has the basic qualifications (**as** outlined in the Job Description) to perform the duties of the classification. The employee exercising his seniority rights shall be slotted in no lower than the 3 month step of the classification based upon past experience in related duties of the incumbent's former position(s) and the new position.

8.02 (i) Employees shall be recalled in the order of their seniority.

8.02 (j) New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with article 8.01 (c) 4.

8.02 (k) Unless legislation is more favourable, the Employer shall notify the employee(s) who are to be laid off five (5) working days prior to the effective date of the lay-off, except for an Act of God or a natural disaster.

8.02 (l) If the employee has not had the opportunity to work the days provided in this article, he shall be paid for the days for which work was not made available.

8.02 (m) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

8.02 (n) 1. Day Care employees transferred effective January 1, 1987 shall retain their original date of hire with Brant County for seniority purposes.

2. Transferred Day Care employees shall have seniority preference for vacancies in the Day Care Operation.

3. Employees in the City Hall Unit in any area other than the Day Care Operation shall have seniority preference for vacancies over transferred Day Care employees.

8.03 (a) Notices of all vacancies or new positions and non-union positions (which shall include the nature of the position, the required knowledge and education, ability and skills and salary level) shall be posted on the bulletin boards of each Department for a period of five (5) working days and a copy thereof shall be sent to the Unit Chairman of the Union before being filled. Eligible employees shall have an opportunity to apply and shall be interviewed. Following the selection of and notification to the successful applicant, all other applicants shall be advised of the Employer's decision within three (3) working days of the appointment being made.

8.03 (b) It is understood that any employee who is accepted for a posted position may be precluded from applying for another job opening at the same salary level for a period of twelve (12) months.

8.04 Within one (1) week of commencing employment, the employee's Department Head, or designate, shall introduce all new employees to his/her Unit Chairman. The Unit Chairman shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union.

ARTICLE 9 - HOURS OF WORK

9.01 (a) (i) The standard work week shall be composed of thirty-three (33) hours and forty-five (45) minutes, consisting of five (5) days of six (6) hours and forty-five (45) minutes each, Monday to Friday, provided however, it is agreed that the standard work week for the Market Clerk, Caretakers, Timekeepers, Stockkeepers, Works Accounting Clerk, By-Law Enforcement Officers, and employees in the Traffic Department shall not exceed forty (40) hours per week. The standard work week for Construction Inspectors and Child Care Workers shall be thirty-five (35) hours per week. Shift hours for special classifications, Pumping Station Operators and Market Clerk are outlined in Schedule "C" attached.

9.01 (a) (ii) The standard hours of work for non-clerical students shall be forty (40) hours per week Monday to Friday. The standard hours of work for clerical students shall be thirty-three (33) hours and forty-five (45) minutes per week Monday to Friday.

9.01 (b) It is expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee as to the hours of work per day or as to the hours of work per week.

9.01 (c) The standard hours of work for thirty-three and three-quarter (33-3/4) hour workers shall be from 9:00 a.m. to 5:00 p.m., with one and one-quarter (1-1/4) hours allowed for lunch period.

9.01 (d) The standard hours of work for Construction Inspectors shall be from 9:00 a.m. to 5:00 p.m., with one (1) hour allowed for lunch period. The standard hours for Timekeepers, Stockkeepers, Works Accounting Clerk and employees in the Traffic Department shall be from 8:00 a.m. to 5:00 p.m., with one (1) hour allowed for lunch period. The standard hours for By-Law Enforcement Officers shall be from 8:30 a.m. to 5:30 p.m., with one (1) hour allowed for lunch. Caretakers **as** per present practice. Market Clerk **as** per present practice with one (1) hour unpaid lunch period for shifts of six (6) hours or more.

9.01 (e) The lunch period and the rest period shall be taken at a time suitable to the operation of each Department **as** arranged by the Department Head.

9.01 (f) For the efficiency of the operation, the standard starting and quitting times may be changed by mutual agreement of the parties. The summer hours at the City Hall will be 8:30 a.m. to 4:30 p.m. commencing after the last week end in April to Labour Day week-end. The hours of 9:00 a.m. to 5:00 p.m. will be in effect after Labour Day.

Those employees who are members of this Unit who are working at locations other ~~than~~ the City Hall will adopt hours **as** in their work location. The summer hours for the employees of the Traffic Department shall be 7:30 a.m. to 4:30 p.m. commencing the last week end in April to Labour Day Weekend. The hours of 8:00 a.m. to 5:00 p.m. will be in effect after Labour Day.

9.01 (g) Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of each shift. The fifteen (15) minute rest period should be taken at the job location except when conditions warrant. The period off the job shall not exceed fifteen (15) minutes.

ARTICLE 10 - SCHEDULE OF WAGES, OVERTIME RATES AND JOB EVALUATION

10.01 (a) The Employer agrees to pay and the Union agrees to accept, for the term of this Agreement, the salary schedule attached hereto **as** Schedule "A".

10.01 (b) *It is agreed that the said salaries shall be paid upon a weekly basis unless mutually changed by the parties.*

10.01 (c) The Employer agrees to grant equal pay to all members of the Union for equal work, regardless of the sex of the employee concerned.

10.01 (d) Recognizing the need for an effective wage scale in the training of Draftsmen and Engineering Technologists, the parties agree to the procedures **as** set forth in Schedule "B", which forms a part of this Agreement.

10.01 (e) Authorized work performed in excess of the employee's standard work week or standard work day will be paid at the rate of time and one-half his regular hourly rate, provided that overtime premium payment shall not pyramid. The employee shall be permitted to indicate his preference for payment, either at the rate of time and one-half his regular rate of pay, or for time and one-half lieu time off. However, should such employee request that he be reimbursed for overtime with time and one-half lieu time off, and if this is approved, this would only be permitted provided that such lieu time off is taken at a mutually agreed upon time.

10.01 (f) Authorized overtime work performed on a Sunday shall be paid at the rate of double the employee's regular hourly rate.

10.01 (g) Authorized work performed on a paid holiday, defined in Article 11 except Christmas or New Year's Day, shall be paid at the rate of time and one-half the employee's regular hourly rate in addition to any holiday pay to which he may be entitled. Authorized work performed on Christmas or New Year's Day shall be paid at the rate of double the employee's regular hourly rate. Should the employee work four (4) hours or more, he shall also be entitled to a lieu day off or pay therefor at his regular hourly rate. Should the employee work less than four (4) hours, he shall be entitled to lieu time off or pay therefor on a time for time basis at his regular hourly rate. It is understood that lieu time off, as contained in this article, will be taken at a mutually agreed upon time.

10.01 (h) An employee called in to work outside of his normal shift shall be paid two (2) hours pay at straight time for reporting plus time and one-half the rate for hours worked.

10.02 The evaluation of jobs shall continue to be made in accordance with the Job Evaluation Manual, as revised by the parties, herein referred to as the "Manual", which includes the Point Evaluation method and such other techniques as included therein, recommended by the firm of Stevenson and Kellogg Ltd. in September of 1969 and agreed to by the parties hereto, it being understood that the point totals of forty (40) hour workers have been multiplied by 4,000/3,375 and that in such future evaluations as may be undertaken, in respect of forty (40) hour workers, their point totals shall be multiplied by that factor except that the provisions which relate to forty (40) hour workers shall not apply to Caretakers or By-Law Enforcement Officers.

10.03 (a) Evaluations shall be made by a Job Evaluation Committee, hereinafter referred to as the "Committee".

10.03 (b) The Committee shall consist of four (4) members, appointed as follows:

(i) Two appointees selected by the Union, one of whom shall be a member of the "City Hall Unit" bargaining committee;

(ii) Two appointees selected by the Employer, one of whom shall be the Director of Human Resources of the Employer who shall also be the Secretary of the Committee;

(iii) In the event that an Employer appointee is a Department Head, he shall not participate in the preparation of any of the material used by the Committee in respect of an employee in his Department.

10.04 (a) The duties of the Committee, the procedure for job evaluation and the procedure for an appeal from a decision of the Committee, shall be as established in Schedule "D" attached hereto and forming part of this Agreement.

10.04 (b) A majority decision of the Committee shall constitute the decision of the Committee.

10.05 The decision of the Committee shall be final and binding on the parties hereto and the employee(s) affected thereby, subject only to the appeal procedure as provided for in Schedule "D".

10.06 The method of job evaluation adopted in Article 10.02 may be amended from time to time, in whole or in part, upon the unanimous recommendations of the Committee and the agreement of the parties to this Agreement.

10.07 The Job classification of employees, as evaluated pursuant to the Manual mentioned in Article 10.02 or other agreed upon methods as of the signing of this Agreement or in the future, shall be included within the appropriate salary level set out in Schedule "A" in accordance with their evaluated positions.

10.08 (a) Individual existing wage rates in excess of the rate established by the Job Evaluation shall be known as "red circle" rates.

10.08 (b) Employees, who are receiving wages based on rates in excess of the rate assigned to their job classification at the time of the signing of this Agreement, shall continue to receive a wage which is no less than the wage they received prior to the signing of this Agreement, which rate shall be considered to be "red circled". The names and job classifications of employees affected by this clause and their wage at the time of the signing of this Agreement are set out in Schedule "E" attached hereto.

10.08 (c) It is understood that rates considered to be "red circle" rates within the meaning of paragraphs (a) and (b) herein, shall not be deemed to be within the wage schedule established by this Agreement, except where specific provision is made on their behalf elsewhere in this Agreement in respect of a negotiated increase. An employee whose rate has been "red circled" shall continue to receive no less than the "red circle" rates so long as he continues within the classification for which the rate was established.

10.08 (d) It is understood that a "red circle" rated employee, as mentioned in Article 10.08(a), (b) and (c), shall receive fifty percent (50%) of all negotiated increases for his classification during the duration of his "red circled" rate.

ARTICLE 11 - PAID HOLIDAYS

11.01 All employees shall receive the following holidays at their regular rate of pay:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day

and any holiday proclaimed by the Federal, Provincial or Municipal Government. Should New Year's Day, Christmas Day, Boxing Day, Remembrance Day or Dominion Day fall on other than an employee's regular working day and if it is not proclaimed or observed on a regular working day, an employee shall be entitled to one (1) day of holiday with pay for that day at a time mutually agreed to by the employee and his Department Head.

In the event that a paid holiday falls within an employee's vacation period, he will have the option of being granted an extra day of vacation at a time mutually agreed upon or pay therefor at the employee's regular rate of pay.

11.02 Christmas Eve and New Year's Eve

It is understood that a Policy will be developed to ensure that any changes of the Hours of Work on the above-mentioned days will be consistent in all Units.

ARTICLE 12 - VACATIONS

12.01 Employees with less than six (6) months' continuous service as of the employee's seniority date, or as of the date of termination of employment shall be entitled to a vacation with pay in accordance with the Employment Standards Act.

12.02 Employees on the active payroll shall be entitled to one (1) week of vacation with pay after they have completed six (6) months of continuous service.

12.03 Employees on the active payroll shall be entitled to two (2) weeks vacation with pay if they have completed one (1) year of continuous service.

12.04 Employees on the active payroll shall be entitled to three (3) weeks vacation with pay in the year in which they will complete four (4) years of continuous service.

12.05 Employees on the active payroll shall be entitled to four (4) weeks of vacation with pay in the year in which they will complete ten (10) years of continuous service.

12.06 Employees on the active payroll shall be entitled to five (5) weeks of vacation with pay in the year in which they will complete seventeen (17) years of continuous service.

12.07 Employees on the active payroll shall be entitled to six (6) weeks of vacation with pay in the year in which they will complete twenty-eight (28) years of continuous service.

12.08 In the selection of dates, every effort will be made to allow the employees to exercise their choice in accordance with their seniority status. It is understood between the parties that no annual vacations should be carried forward out of the year in which they are granted.

ARTICLE 13 - EMPLOYEE BENEFIT PLANS

13.01 The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months' of service, the benefits of the Ontario Health Insurance Plan.

13.02 The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months of service, life insurance, including A.D. & D. in the amount of twice their basic salary, the amount to be the closest even one thousand dollars (\$1,000). The Employer shall provide at no cost to the employees, except students and employees hired under a government subsidized programme, on the active payroll who have completed three (3) months of service, a Long Term Disability Salary Replacement Programme which will provide employees a payment of 75% of their monthly pay up to a maximum of four thousand dollars (\$4,000) per month, subject to the 120 day waiting period and the conditions as set forth by the carrier. L.T.D." Own occupation for 2 years" shall be added to the terms of the L.T.D. Plan, Details of the Plan will be provided in the Employee Booklet.

13.03 The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months' service, an Extended Health Plan on a pay direct non-deductible basis. Such coverage shall include the present benefits including semi-private and private hospital coverage and eye glasses with an allowance of one hundred and fifty dollars (\$150.00); and Hearing Aid expenses to a maximum of three hundred dollars (\$300.00) during a lifetime, subject to the carrier's limitations.

13.03 (a) The Employer agrees to provide, at no cost to those former employees who are receiving a pension from the Corporation of the City of Brantford should they retire prior to their 65th birthday, the Extended Health Plan and the Dental Care Plan as provided in Articles 13.03 and 13.04 until they reach the age of 65 years.

13.03 (b) The Employer agrees to share the premium cost (50%) of the benefit for the Ontario Health Insurance Plan for those employees who will receive an OMERS Pension, who retire prior to their 65th birthday, until they reach the age of 65 years.

13.03 (c) The Employer agrees to make available optional group life insurance at group life rates for all retirees at no cost to the Employer.

13.04 The Employer shall provide, on a cost sharing basis, 80% by the Employer, 20% by the employee, to employees, except students, on the active payroll, who have completed three (3) months' service, a basic Dental Care Plan to include denture repair and re-lining and complete dentures at 50% deductible. The current O.D.A. schedule rates will apply.

13.05 The Carrier of such insurance benefits and other benefits as outlined in 13.02, 13.03, and 13.04, will be the Employer's choice. Should the Carrier be changed during the term of this Agreement, the insurance coverage shall be no less than those presently being provided to the employees.

13.05 (a) If the premium paid by the Employer for any employee benefit is reduced as a result of any legislation or other action, the amount of the saving shall be used to increase other benefits and/or introduce new benefits available to the employees, as may be mutually agreed between the parties.

13.06 The Employer agrees to apply by September of each year for a reduction in the premium payment under the provisions of the U.I.C. if the present sick leave plan meets the criteria for such reduction. Any reduction in the employees' contributions will be refunded to the employee in a lump sum as prescribed in the regulations.

13.07 In the event of an employee being laid off the premium for such benefits will be paid by the Employer to the end of the month.

13.08 An employee who is accumulating sick leave in accordance with Article 13.09, but who has been issued a Record of Employment and is no longer receiving sick pay, shall be required to pay the cost of the benefits.

13.09 All new employees, other than students and employees hired under a government subsidized programme, as a condition of employment, shall participate in the Ontario Municipal Employees' Retirement System integrated with the Canada Pension Plan. Payment will be made jointly by the employer and the employee on an equal basis. Effective January 1, 1985, a Type I Supplementary Pension will be implemented to provide service credits prior to 1964. The first year cost will be paid by the employee based upon each individual employee's improved benefit and such payment can be made directly by the employee or the debiting of the frozen sick leave bank which will be established with the implementation of the Long Term Disability Plan. Payments in cash or by payroll deduction prior to retirement to be arranged. If desired by an employee, purchase from O.M.E.R.S. of Broken Service for 10 September 1984 to 21 December 1984 may be paid by pro-rata payroll deduction on an individual basis.

13.10 (a) Each employee who has completed his probationary period shall be credited with one and one-half (1-1/2) days' sick leave for each calendar month of service with the Employer. Each employee shall continue to accumulate sick leave during the first five (5) absences in any calendar year. However, for any and all subsequent periods of absence, there shall not be any accumulation during the month or months in which such absences occur.

13.10 (b) All accumulated sick leave bank credits as of December 31, 1984 will be transferred to a reserve, in trust, to the employee's credit and there shall not be any additional accumulation. It is understood that such sick leave credits are frozen only insofar as cashout is concerned and should an employee not have sufficient sick leave from his new accumulation, his frozen sick leave bank can be used for illnesses or other absences referred to in this article.

13.10 (c) (i) Effective January 1, 1985 all employees will receive a sick leave credit at the rate of 1-1/2 days per month until such sick leave credit reaches 120 days. There shall be no cash-out provision on the accumulation after January 1, 1985.

13.10(c) (ii) Notwithstanding the provisions of Article 13.14, students shall be entitled to accumulate sick leave at the rate of 1-1/2 days per month from the date of commencement of employment. Such entitlement shall not be cumulative from one work term to another and there shall be no cash-out provision.

13.10 (d) The sick leave bank will be deducted for each absence and upon return to work the sick leave bank will be credited at 1-1/2 days per month until the bank is reimbursed up to a maximum of 120 days. Should an employee not have sufficient credits to qualify for the 120 day waiting period in his active bank, he would be eligible for U.I.C. sick benefits or may use the sick leave bank credit which he/she earned prior to December 31, 1984.

13.11 When an employee is given a leave of absence without pay for any reason for more than one (1) week, or is laid off on account of lack of work and returns to the service of the employer upon expiration of such leave of absence, he shall not receive credit for the period of such absence, except as may be otherwise approved and authorized by the Employer, but shall retain his cumulative sick leave credit, if any, existing at the time of such leave.

13.12 The number of days or parts of days for which an employee received "sick pay" shall be deducted in hours from his cumulative sick pay credit.

13.13(a)(i) In order to qualify for sick leave pay, employees are required to arrange to have their Department Head notified of their inability to be at work and, in the case of sickness or disablement, are required, on their return to work after a period of three (3) days absence, to produce a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties. Forms for this purpose will be supplied by the Human Resources Department. The Employer, however, after the fifth period of absence in any calendar year may require a medical certificate for any period of illness or disablement. It is understood that employees may use sick leave for attendance at Doctor's or Dentist's appointments. However, such appointments shall not be counted as absence under Article 13.10 (a).

13.13(a)(ii) Notwithstanding the provisions of (a)(i) above, students, for each absence of two (2) working days duration, shall present a Doctor's certificate as defined in Article 13.13(a)(i) to the Employer prior to the student returning to his duties.

13.13 (b) An employee shall be allowed to use five (5) days of sick leave accumulation for absences due to the illness of a spouse, child or parent. For one (1) day's absence no medical certificate shall be required; for longer periods, an employee shall be required to produce a certificate from a qualified medical doctor certifying the illness. Such periods of absence shall be deducted from the sick leave bank but shall not be counted as absence under Article 13.10 (a). It is expressly understood that the provisions of this Article are intended for emergency illnesses. An employee shall not be guaranteed payment for such leave of absence should he be aware of scheduled treatment which requires hospital confinement more than five (5) calendar days prior to such confinement.

13.13 (c) **An** employee transporting his spouse to or from the hospital due to pregnancy or when he **is** required to attend his family member in the hospital, shall be granted such leave.

13.14 Any or all of the unused portion of the sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year, or upon termination, and brought forward in days. An employee's sick leave credit shall be available for scrutiny in the Human Resources Department by the employee concerned. **A** Union Representative may, with permission of the employee concerned, scrutinize that employee's sick credit record in the Human Resources Department.

13.15 Where an employee is absent due to an accident and is in receipt of Workers' Compensation and the Employer makes up the difference between compensation allowance and his total salary or wage, his sick leave credit shall be debited a proportionate number of hours for each day's absence.

13.16 Upon termination of employment **an** employee shall be entitled to one-half (1/2) of the number of sick days standing to his credit in the frozen sick leave bank on the basis of the employee's regular weekly basic rate of pay divided by five (5) subject to the following service requirements:

After two (2) years service such amount shall be *sixty* percent (60%) of the employee's regular weekly basic rate.

After three (3) years service such amount shall be *seventy* percent (70%) of the employee's regular weekly basic rate.

After four (4) years service such amount shall be *eighty* percent (80%) of the employee's regular weekly basic rate.

After five (5) years service such amount shall be one hundred percent (100%) of the employee's regular weekly basic rate.

The amount shall be the maximum of **six** (6) months' salary. In the event of death, this cumulative sick leave credit shall be paid to the employee's beneficiary.

13.17 A complete record of each employee's cumulative sick leave credit shall be posted in conjunction with the Seniority Lists on the bulletin boards in January of each year.

ARTICLE 14 - CLOTHING

14.01 All personnel will be supplied with uniforms, protective clothing and/or safety apparel. Such clothing and/or safety apparel shall be kept available by such personnel at all times for their use **as** conditions dictate and/or as required by the Employer. Building Inspection employees (outside) shall be supplied with Rain Coats.

14.02 Personnel will receive a \$70.00 payment to assist in the purchase of approved safety shoes or boots **as** required by the Employer and students will receive the like amount to assist in the purchase of one pair of C.S.A. safety approved shoes or boots as required by the Employer provided he/she remains in the employment for the period for which he/she **has** been hired or for a period of at least three (3) months.

14.03 Traffic employees (outside) shall receive a clothing allowance of \$67.50 in mid-April and in mid-October of each year.

It is understood that such employees shall apply the said sums on the purchase of such clothing as the Employer may consider suitable, and that the allowance will be by separate cheque.

ARTICLE 15 - UNION DUES

15.01 The Employer agrees to deduct from the first pay of each calendar month from employees, including students, a sum equivalent to the amount of Union dues and/or assessments as advised by the Union.

15.02 Employees, including Students, hired or recalled between the 1st and 15th of the month shall be deducted Union dues and/or assessments from the second pay and the balance of the provisions of Article 15.01 shall apply. Employees hired or recalled after the 15th of the month shall be deducted Union dues and/or assessments in accordance with the provisions of Article 15.01.

15.03 The Employer shall remit, prior to the 15th of the month, such amount to the Secretary-Treasurer of the Union together with a monthly statement listing members of the Union on whose behalf such deductions have been made.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 (a) Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for leave of absence is subject to reasonable notice in writing to the ~~Human~~ Resources Department, and in the event any such leave of absence is not used for the purpose granted, the employee is subject to discipline which may include dismissal,

16.01 (b) Any employee who is selected ~~for~~ a full time position with the Union shall be allowed or given a leave of absence by the Employer without loss of seniority and without pay, but there shall be no accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the Chief Administrative Officer and such renewal shall not be unreasonably withheld.

(c) When the Union requests time off without pay for an employee or employees to perform Union business, and if such time off is granted, the Union shall re-imburse the Corporation for the continuance of such employees on the payroll.

16.02 (a) Upon application in writing to the Director of ~~Human~~ Resources by the Secretary of the Union, one employee from the Unit shall be allowed or given a leave of absence with pay and without loss of seniority to attend such Union convention and/or seminar **as** a delegate of the Union. Such leave of absence shall not exceed five (5) working days' duration at any one time.

(b) Upon application in writing by the Secretary of the Union, a second employee from this Unit may receive a leave of absence with pay to attend such convention and/or seminar **as** a delegate of the Union.

(c) Application for such leave of absence shall be made at least ten (10) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation but shall not be unreasonably withheld.

(d) The payment in any one calendar year shall be deducted from the twenty-eight (28) day maximum allotment for all Units.

16.03 **An** employee who becomes pregnant will be granted a leave of absence without pay pursuant to the Employment Standards Act, as amended from time to time, subject to the following conditions:

(a) She shall make written request for such leave to the Human Resources Department at least one (1) month prior to the proposed starting date of the leave and specify the date on which the leave is to begin and the anticipated date of being able to return to work.

(b) The employee who is granted such leave shall be responsible for maintaining the full amount of the self-pay premiums of Ontario Health Insurance Plan and the Group Benefit Plan.

(c) It is recognized that employees replacing employees who have been granted maternity leave under this Article will not accumulate seniority to be used in regard to job posting, transfer, lay-off or re-call. It is further understood that such an employee will lose all seniority as of the date such employee whom she is relieving under this article returns following her pregnancy or indicates her intention to the Human Resources Department not to do so.

16.04 The Employer shall grant an employee a leave of absence of a minimum of three (3) days without loss of pay upon the death of a member of his immediate family for the purpose of mourning. "Immediate family" shall mean an employee's spouse, children, grandchildren, grandparents, step-children, parents, step-parents, brothers, sisters, step-brothers, step-sisters, parents of current spouse, spouse of brother or sister and sister or brother of spouse.

16.05 Up to two (2) employees, designated by the Union, shall be allowed time off (not to exceed one-half (1/2) day for each employee), with pay to attend the funeral of a fellow employee or retired employee **as** Representatives of the Union.

16.06 All employees who are required to serve as jurors, or subpoenaed as a witness in any court in Ontario shall be granted a leave of absence for this purpose upon application to the Director of Human Resources. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of his jury or witness service, such employee shall present to his Department Head a satisfactory certificate showing such period of service. Such employee will be paid his full salary for the period of such jury service or witness service provided he shall deposit with the Corporation, through the Human Resources Department the full amount of the compensation received, excluding mileage and travel expense, and an official receipt therefor. However, should the employee present himself for the selection **as** a juror and not be selected, then he shall be required to return to his regular employment to complete his remaining normally scheduled work day.

ARTICLE 17 - TECHNOLOGICAL CHANGE

17.01 Technological Change - Advance Notice

The Employer shall notify the Union three months before the introduction of any technological change.

The Labour-Management Committee will discuss Technological Change as it affects employees in advance of any implementation.

17.02 Technological Change - Income Protection

An employee who is displaced from his/her job by virtue of technological change will suffer no reduction in normal earnings for a period of six (6) months from date of implementation.

17.03 Technological Change - Training Benefits

Where new or greater skills are required than are already possessed by affected employee(s) under the present methods of operation, such employee(s) shall, at the expense of the Employer, be given a period of time not to exceed the six months during which they may perfect or acquire the skills necessitated by the new method of operation.

17.04 Additional Training

Should a need for the perfection or acquisition of skills require a training period longer than six months, the additional training time shall be a subject for discussion between the Employer and the Union.

ARTICLE 18 - GENERAL

18.01 The Employer recognizes and accepts the provisions of this Agreement **as** binding upon itself and upon each of its duly authorized representatives and pledges that it and each of its duly authorized representatives shall observe the provisions of this Agreement.

18.02 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union and pledges that it, each of its duly authorized officers and representatives and the employees covered by this Agreement, shall observe the provisions of this Agreement.

18.03 An employee who is required to have a vehicle available as a * condition of employment, shall receive \$5.00 per day excluding weekends, plus \$0.25 per km.

* (This condition shall be included on each employee's Job Description and Job Posting).

An employee who may use his vehicle occasionally will receive \$0.32 per km.

Employees authorized to use their private vehicles for Employer's business shall be entitled to receive the difference in insurance premium (up to \$60.00) applicable to business use as against pleasure and work use for public liability, property damage, collision and comprehensive. Such compensation shall be paid within two (2) weeks of the employee producing a receipt for same to his Department Head. All employees required to use such private vehicles on Employer business shall be required to have such public liability and property damage coverage.

18.04 Any employee who is required and authorized to **work** a minimum of two (2) hours overtime shall be entitled to \$4.00 meal allowance provided that not more than one (1) hour has elapsed between his regular stopping time and his return to work.

18.05 It is agreed that those employees transferred to another classification, excluding those employees demoted under the terms of this Agreement, shall be paid no less than the rate they are presently receiving. **An** employee shall receive the higher of his own rate or the rate for the job to which he is assigned in excess of one (1) shift.

These provisions shall not include relief during annual paid vacations.

18.06 The Recording Secretary of the Union shall, after any change of officers of the Union, send a list of the changes to the Human Resources Department within ten (10) days of such changes.

18.07 The Unit Chairman of the Union shall notify the Human Resources Department of the Employer in writing, designating the personnel constituting the Bargaining Committee for the said Union at least three (3) months prior to the termination of this Agreement.

18.08 All words in this Agreement in singular and masculine shall, when the context so requires, include the plural or the feminine.

18.09 Notices required to be given under any of the provisions of this Agreement shall, in the case of the Union be directed to the Unit Chairman; in the case of the Employer, be directed to the Director of Human Resources, except as otherwise designated.

18.10 Schedules "A", "B", "C", "D", "E" and "F" attached hereto form **part** of this Agreement.

18.11 In the event of development of Regional Government or other service sharing arrangement between or among Municipalities involving the City of Brantford and affecting the employees of this Agreement, the Director of Human Resources shall notify the Secretary of the Union at least one hundred and **twenty** (120) days before, or where circumstances are such that such notice is not practicable, give the Union reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of the employees in order that the Union may be given an opportunity to discuss such matters with the Employer.

18.12 The parties agree that it is in the interest of everyone concerned to have a Health and Safety Committee. **A minimum** of two (2) representatives each from the Union and the Employer shall sit on the Committee. The function of the Health and Safety Committee will be determined by the Health and Safety Committee from time to time to deal with any matter concerning health and safety referred to it by either party to this Agreement.

ARTICLE 19 - DURATION



19.01 Unless changed by mutual consent, the terms of this Agreement shall continue in effect until December ~~31, 1992~~ and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

19.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.

19.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act, R.S.O., 1980, have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this 17th day of April, 1997.

FOR THE CORPORATION OF THE CITY OF BRANTFORD:

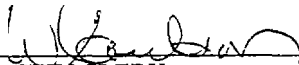
FOR THE BRANTFORD CIVIC
EMPLOYEES' UNION, LOCAL 181,
CITY HALL UNIT, CANADIAN UNION
OF PUBLIC EMPLOYEES (C.L.C.)



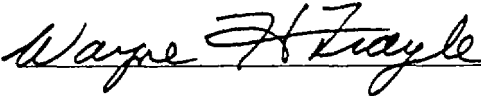
MAYOR

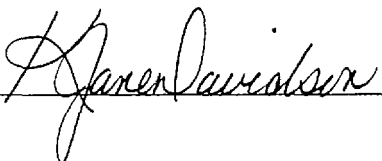


UNIT CHAIRPERSON



CITY CLERK





SCHEDULE "A"

	<u>Minimum</u>	<u>3 Months</u>	<u>1 Year</u>	<u>2 Years</u>
LEVEL A Up to 100 Points	\$14,773	\$15,802	\$16,830	\$17,859
LEVEL B 101 - 120	\$17,077	\$18,102	\$19,130	\$20,161
LEVEL C 121 - 140	\$19,380	\$20,402	\$21,431	\$22,465
LEVEL D 141 - 160	\$21,679	\$22,708	\$23,761	\$24,844
LEVEL E 161 - 180	\$24,022	\$25,097	\$26,181	\$27,261
LEVEL F 181 - 200	\$26,440	\$27,523	\$28,598	\$29,678
LEVEL G 201 - 230	\$28,851	\$29,937	\$31,019	\$32,094
LEVEL H 231 - 260	\$31,276	\$32,347	\$33,429	\$34,511
LEVEL I 261 - 290	\$33,694	\$34,773	\$35,845	\$36,931
LEVEL J 291 - 320	\$36,103	\$37,185	\$38,270	\$39,343

CARETAKERS: \$27,685

CARETAKER AFTERNOON SHIFT PREMIUM: \$0.45 per hour

CASUAL LABOURER: \$11.27 per hour

BY-LAW ENFORCEMENT OFFICER: \$28,631

By-Law Enforcement Officer Lead Hand - \$0.15 per hour over By-Law Enforcement Officer.

Custodian Child Care Services: \$13.24 per hour

SCHEDULE "A" - CONTINUED

Cook-Housekeeper:

\$11.71 per hour

LEVEL A
Clerk-Typist IILEVEL B
Clerk-Records Department
Clerk-Typist ILEVEL C
Cemeterian
Clerk-Receptionist
Coder-Accounts Payable
Coder-Payroll
Engineering Clerk
Engineering Clk. II-Bldg.
Rod & Chainman
Switchboard Operator
Tax Clerk IILEVEL D
Accounts Payable Clerk
Cashier II
Clerk-Purchasing
Clerk-Steno I
Key Punch Verifier/Oper.
Tax Clerk ILEVEL E
Accounting Clerk II
Administrative Clerk
Cashier I
Construction Inspector IILEVEL E (CONT'D.)
Control Clerk
Counter Clerk
Records Clerk I
Secretary II
Secretary/Bookkeeper
Secretary-Receptionist
Traffic Maintenance HelperLEVEL F
Accounting Clerk I
Engineering Clerk I-Building
Engineering Draftsman
Industrial Waste Cont..Technic.
Inspection Technician
Licensing & Vital Stat. Clerk
Secretary I
Secretary/Accounting
Senior Engineering Clerk
Systems Operator (Sewer Inven.)
Teacher II
Teacher 11-Assistant Supervisor
Works Accounting ClerkLEVEL G
Assistant Plumbing Inspector
Building Maintenance Superv.
Day Care Visitor
Engineering Draftsman I
Engineering Technician
Engineering Technician-Planning
Field Services Sampler
Market Clerk
Payroll Clerk
Pumping Station OperatorLEVEL G (CONT'D.)
Stockkeeper
Systems Advisor/Programmer
Timekeeper
Traffic Maintenance Man
Transportation Technician
Works ClerkLEVEL H
Building Inspector
Buyer
Construction Inspector I
Instrument Man
OAS Administrator/Computer Operator
OAS Co-ordinator
Programmer Analyst I
Property Manager
Pumping Station Operator I
Real Estate Clerk
Resource Teacher
~~Tax~~ AccountantLEVEL I
Chief Construction Inspector
Engineering Technologist -
Environmental
Engineering Technician Electrical
Engineering Technologist
Field Services Inspector
Laboratory Analyst
Municipal Energy Auditor
Plumbing Inspector
Senior Draftsperson
Sr. Plan Examiner
Sr. Pumping Station OperatorLEVEL J
Chief Draftsman
Financial Analyst/P.C. Advisor
Engineering Technologist - Traffic
Engineering Technologist - Sub
Division

Teacher 11-Assistant Supervisor shall receive an annual reimbursement of \$500.00 in addition to the salary outlined in Level "F" of Schedule "A".

SCHEDULE "B"
DRAFTSMEN'S TRAINING PROCEDURE

JUNIOR DRAFTSMAN - Shall have the required qualifications and, on commencing employment as a Draftsman trainee, shall be placed in the minimum salary of Level B of Schedule "A" attached and progress through that level.

- On completion of two (2) years as a Junior Draftsman and upon review and recommendation of the City Engineer, he shall be promoted to the position of Intermediate Draftsman and be placed in the minimum of Level D and progress through that level.

INTERMEDIATE DRAFTSMAN - On completion of two and one-half (2 1/2) years as an Intermediate Draftsman and upon review and recommendation of the City Engineer, he shall be promoted to the position of Engineering Draftsman and be placed at the minimum rate in Level F and progress through that level.

ENGINEERING TECHNOLOGISTS' TRAINING PROCEDURE

Engineering Technologists in training shall be hired at a rate of \$1,000.00 less ~~than~~ the minimum rate of the level of the position.

- After completion of three (3) months' service, he shall receive an additional \$200.00 per year.

- After completion of one (1) year's service, he shall receive an additional \$200.00 per year.

- After completion of eighteen (18) months' service, he shall receive an additional \$200.00 per year.

- Upon completion of two (2) years' service and upon certification by the Ontario Association of Certified Engineering Technicians and Technologists, he shall be promoted to Engineering Technologist and be placed in the minimum step of the level of the position and progress through that level.

SCHEDULE "C"

1. The following work schedule shall apply to Pumping Station Operators and the Market Clerk.

Pumping Station Operators:

A total of 79 3/4 hours - in two-week cycles.

WEEK NO. 1

Monday through Thursday: 8:00 a.m. to 5:00 p.m.
Friday: 8:00 a.m. to 12 noon

WEEK NO. 2

Monday through Friday: 8:00 a.m. to 5:00 p.m.
Saturday: 9:00 a.m. to 12:00 noon
Sunday: 9:00 a.m. to 12:00 noon

Lunch period shall be of one and one-quarter (1 1/4) hours' duration.

It is agreed that Pumping Station Operators will be paid twice their hourly rate of pay if they are required to work on Sunday in addition to their regularly scheduled hours of work.

Market Clerk

A total of 40 hours.

Sunday & Monday: OFF
Tuesday: Cleaning day - 8 hours of work.
Wednesday: 7:00 a.m. - 5:30 p.m. - one (1) hour unpaid lunch.
Thursday: Maintenance Day: 7 1/2 hours flex.
Friday: 12 noon - 7:30 p.m. - one (1) hour unpaid lunch.
Saturday: 5:00 a.m. - 2:30 p.m. - one (1) hour unpaid lunch.

2. By-Law Enforcement Officers and Lead Hands shall work a five (5) day week, eight (8) hours per day, 8:30 a.m. to 5:30 p.m., Monday through Saturday, with one (1) full day off during this period.
3. Other shifts required, to be mutually agreed upon.

SCHEDULE "D"
DEFINITIONS

1. In this Schedule:
 - (a) A "Fact Sheet" is a standard form questionnaire agreed to by the parties which requires an employee to answer questions in relation to all aspects of his job. It shall be used only for the purpose of Job Evaluation in accordance with the procedures as outlined in Schedule "D".
 - (b) "Complexity of Tasks" refers to the different work functions of an employee and the relative difficulty in performing that work.
 - (c) A "Job Description" is a standardized version of the main components of a job obtained from information contained in a fact sheet,
 - (d) "The Committee" is a job evaluation committee established pursuant to the terms of this Agreement.
 - (e) Articles 8.02 (a) and 8.02 (f), City Hall Unit Agreement refer to "Basic Qualifications". This is to clarify that the "Basic Qualifications" as outlined in the job descriptions dated several dates in the first half of 1975 and referred to in the agreement; clause (a) of article 8.02 (a), "Job descriptions to be prepared by July 31, 1973" are the "Basic Qualifications" as completed by the Job Evaluation Committee in October, 1974, and are based upon the jobs as they were last evaluated or re-evaluated by the said "Committee" and reflect the "Education" factor degree and its' appropriate description therefore, as contained in the "Job Evaluation Manual" mentioned in Article 10.02. The said "Basic Qualifications" have been added to the approved "Job Descriptions" dated 1970 or to approved "Job Descriptions" of jobs as they were last re-evaluated or evaluated as newly created jobs by the said Job Evaluation Committee.
2. The fact sheet shall be used to obtain the following information in relation to a job:
 - (a) pre-employment and on-the-job training requirements;
 - (b) the complexity of tasks performed;
 - (c) the scope of decision making and the extent of the exercise of independent discretion;
 - (d) the effect of errors on the job;
 - (e) the necessity and effect of communicating with others;
 - (f) the extent of any supervisory functions;
 - (g) the physical effort required in the job;
 - (h) the physical environment within which the work is normally performed.
3.
 - (a) A job description shall be prepared by the Director of Human Resources on the basis of answers to the questions contained in the fact sheet and such job description shall be approved by the employee and his Department Head and returned to the Committee for final approval,
 - (b) Employees shall review their job descriptions with their Department Head once a year. In the event of a change in the duties of an employee, the provisions of paragraph five (5) shall apply.

4. In the event of a new job being created, the Department Head shall be required to prepare a fact sheet in respect of the job so created and shall submit it to the Committee for evaluation. The Committee shall then evaluate the job and, for the purpose of such evaluation, may interview the Department Head for the purpose of obtaining such additional information as may be necessary to evaluate the job. A copy of the fact sheet and job description shall be given to the employee filling the job which has been created.
5.
 - (a) In the event that an employee, a Union Representative, his Department Head, or the Director of Human Resources believe there has been a change in the duties, responsibilities or functions of a job, either one or any of them may request the Committee to re-evaluate the job.
 - (b) When such request is received, the Committee shall ask the employee to submit a completed new Fact Sheet within a reasonable time.
 - (c) When the Fact Sheet has been completed, the employee and his Department Head shall review it and it shall be returned to the Committee within five (5) working days together with such additional comments as the Department Head may deem it appropriate to make, but a copy of such additional comments shall be given to the employee.
 - (d) A meeting of the Committee shall be held within ten (10) working days of the receipt of the Fact Sheet as outlined in 5 (c). The Committee shall then undertake the evaluation of the job and for the purpose of making an evaluation, the Committee, if requested, shall interview the employee and his Department Head in order to obtain such clarification or additional information as the Committee or any member thereof deems necessary. The Committee shall make its findings known to the employee, the Department Head and the Union within five (5) working days.
 - (e) In attributing point values to the work functions of an employee for the purpose of evaluating the relative worth of a job, the Committee shall follow the method of evaluation contained in the Manual. In determining the aggregate number of points to be attributed to a job, the Committee shall use the "factor degree to points conversion table" contained in the Manual, save only as otherwise provided for in Article 10.02 of this Agreement.
 - (f) The time limits mentioned herein may be waived by mutual agreement of the parties.
6. In the event that:
 - (a) An employee is dissatisfied with the decision of the Committee, or
 - (b) The Committee is unable to reach a decision, the following procedure shall apply:
 - (i) Upon notification in writing by the employee of the dissatisfaction with the decision of the Committee and his desire for a further review of his job, or
 - (ii) Upon the Committee being unable to reach a decision, the Secretary shall, within five (5) working days, notify the Chairman to convene an appeal sitting. The annual appointment of Chairman shall be made by the parties in October of each year.
 - (c) The Chairman, so appointed, shall review the fact sheet, job description and such other evidence as may have been placed before the Committee.
 - (d) The Chairman shall interview the employee involved with respect to his understanding of his job and may interview the employee's Department Head.

- (e) The Chairman shall review the matter with the members of the Committee and ascertain as far as possible the basis of their decision or disagreement, ~~as~~ the case may be.
 - (f) The Chairman shall then decide the evaluated worth of the job and his decision shall be the decision of the Committee.
 - (g) The Chairman shall convene appeal sittings which shall take place no more often than every fourth month upon the date to be decided by the Chairman, respecting the commitments of the other members of the Committee. Such sittings shall continue for as long as it may be necessary to dispose of all such appeals which may have been filed with the Committee in a period of no less than thirty (30) days prior to that date of the sitting as aforesaid; it is understood that if no such appeals have been tiled prior to the thirty (30) day period, no sitting will be convened by the Chairman for that period.
 - (h) Where a decision has been made pursuant to the provisions of paragraph 6 (f), no further appeal shall be heard by the Chairman concerning that employee for a period of one (1) year, except in the following circumstances:
 - (i) In the event that the employee changes his job after an appeal and, as a result of such change, makes a request for evaluation under paragraph 5 (a) herein, or
 - (ii) If, in the opinion of two (2) members of the Committee, there is an obvious and substantial change in the job content of an employee subsequent to a decision under paragraph 6 (f),
 in which case the limitation period mentioned herein not be deemed to apply.
7. (a) If, as a result of re-evaluation of a job, the job is placed in a higher ranking, any adjustment in salary which may appropriately be made as a result thereof, shall be retroactive to the date upon which the circumstances which led to the re-evaluation first occurred.
- (b) If, as a result of the re-evaluation of a job, the job is placed in a higher ranking, the incumbent employee shall be slotted within such higher ranking at a salary higher than previously held by such employee.
- (c) If, as a result of the re-evaluation of a job, the job is placed in a lower ranking, the rate of the incumbent employee shall be "red circled" retroactively to the date upon which the request for the re-evaluation ~~was~~ made to the Committee.

SECRETARY

8. The Corporation Director of Human Resources shall be the Secretary of the Committee and shall have custody of all documents, records and information necessary for the work of the Committee. He shall:
- (a) be responsible for calling meetings of the Committee;
 - (b) receive all requests for re-evaluation and transmit such requests to the Committee;
 - (c) undertake such correspondence as the Committee may require in relation to its work;
 - (d) prepare minutes of Committee meetings;
 - (e) communicate the decisions of the Committee to the persons affected by them;
 - (f) prepare job descriptions from position fact sheets;

- (g) supply the Committee members with copies of all pertinent data when requested;
- (h) supply the Committee members with a copy of all requests for re-evaluation upon receipt of same;
- (i) notify the Chairman of appeal sitting requests;
- (j) notify the appellant and all Committee members of the date of each appeal sitting when such date is established.

SCHEDULE "E"

The below listed employees are considered to be "red circled" as of December 31st, 1991:

"Red Circle rate employees", as of December 31, 1991 shall receive an increase of three percent (3%) of the rate for the step of the level in which they would have been "slotted" on December 31, 1991 and shall continue to be known as "Red Circle rate employees" until they are absorbed into their salary level through negotiated increases, or through increment steps in the Level their job would have been "slotted" in on January 1, 1992 (at which time the adjustment to their rates shall be made and they shall progress through that Level).

"Red Circle rated employees", upon receiving three percent (3%) of the rate for the step of the Level they would have been "slotted" in on December 31, 1991 shall, if their "Red Circle rate" is below the rate for that step for the Level they would have been "slotted" in on January 1, 1992, shall receive that rate on January 1, 1992. The employees shall then progress through that Level and the provisions of this schedule shall not longer apply.

SCHEDULE "F"Schedule of Rates - Non-Clerical - Weekly - Based on 40 Hours per week

<u>Vacation Period/or Work Term</u>	<u>High School or Community College</u>	<u>University Student</u>
1	\$374	\$388
2	\$388	\$400
3	\$400	\$413
4	\$413	\$427
5	\$427	\$441
6	\$441	\$454

Schedule of Rates - Clerical - Weekly - Based on 33-3/4 Hours per week

<u>Vacation Period/or Work Term</u>	<u>High School or Community College</u>	<u>University Student</u>
1	\$286	\$300
2	\$300	\$313
3	\$313	\$326
4	\$326	\$339
5	\$339	\$354
6	\$354	\$367

The above rates applicable to Students shall be considered **as minimum** rates.

LETTER OF UNDERSTANDING

1. The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he or she engaged in the work stoppage, or in any activity related to the **work** stoppage.
2. Seniority will be deemed to be accumulated continuously from 10 September to 23 December, 1984 for employees on the seniority list **as** at 10 September, 1984. Employees shall be deemed to have worked December 24, 1984.
3. UNION-MANAGEMENT COMMITTEE

It is agreed that a Joint Union-Management Committee be established. The members of the Committee shall be appointed by the City and the Union.

The Committee members for the City shall be the Chief Administrative Officer, the Director of Human Resources, and, as required, members of the Administrative Committee and any other Management Personnel.

The Committee members for the Union shall be the President of Local 181, Staff Representative of C.U.P.E. and, as required, Unit Chairmen of the City Hall Unit, Works Unit, Parks, Cemeteries & Recreation Unit and Unit Steward of the Civic Centre.

The attendance at Committee meetings shall be limited to six representatives from each party. The requirement for attendance shall be subject to contents of the matters on the agenda of the meeting.

The agenda and the schedule of meetings will be established by the Chief Administrative Officer and the President of Local 181.

Purpose of the Committee

The purpose of the Committee shall be to:

- 1 (a) discuss and review new full time permanent positions established by the City within thirty calendar days of Council approval of such position. Should the Committee arrive at **an** agreement on the status of a position, the City will implement the Committee's decision. If the position is determined to be a Union position, it will be placed in Schedule "A" of this Collective Agreement.

If the position is determined to be a non-union position, it shall be placed in the list of excluded positions in Article 2 of this Collective Agreement.
- (b) Notwithstanding Article 2.01 (a), should the Committee not agree on the status of a position, the position will be filled and the Union may proceed to Binding Arbitration. If no action is taken by the Union within 30 calendar days of the Union being notified by the Employer of the filling of the position, such position shall be placed in the list of excluded positions in Article 2.01 (a).
2. As determined by the Agenda, discuss change in organizational structure, merger of Departments or parts of Departments involving Union and Non-Union Personnel, (all positions involved are subject to review by the Committee), short and long range planning, technological change and any other matters.
3. Discuss the establishment of a bumping procedure during 1985 for incorporation into the 1986 Collective Agreement.

4. Review contract positions that exist for 18 months or longer within thirty calendar days of notice from the City that such contract position will exceed 18 months.

The establishment of this Committee shall not preclude the exercise of the rights of either party which are available through legislation, or any articles in the Collective Agreement between the City and Local 181.

The Committee shall further discuss and review the following positions as identified by the parties:

Secretary - Civic Centre
 Clerk - Civic Centre
 Secretary to Secretary Treasurer, Committee of Adjustment
 Housing Co-ordinator
 Property Manager
 Waterfront Co-ordinator
 Stores Supervisor, Parks
 Administrative Assistant - Engineering
 Programmer Analyst I

when they either become vacant or when more than 15% of the duties performed in any of the positions listed are adjusted. In either case the Committee shall review the positions within thirty calendar days of the vacancy or change of duties and responsibilities.

The basis of discussion of the above-listed positions and review of positions listed, shall be the job descriptions dated 1982, which were in effect 10 September, 1984 and such job descriptions will be made available to the Committee. The Committee may request additional related information.

When a determination is made whereby a position will be a bargaining unit position the Job evaluation Plan will be implemented. Any positions created or reviewed, which may require a higher rated wage level than exists in the Collective Agreement shall be placed in the Schedule of Wage Rates.

When amendments to the duties and responsibilities in excess of 15% of the duties results in a position becoming a bargaining unit position, the incumbent will have the option to join the Union or not.

4. No employee on the Seniority List as of September 10, 1984 affected by Technological change, will be laid off, and their rate of pay will be maintained (red circled) for a period of six (6) months from the date of the implementation of the Technological Change. The Labour-Management Committee will discuss Technological change in advance of any implementation.
5. With reference to Article 2.04, employees with less than five (5) years on the seniority list as of September 10, 1984 shall not be laid off as a result of contracting out of work regularly performed by members of the bargaining unit on the Seniority List. This provision will cover the period from 19 December, 1984 to 31 March, 1988.

6. Students

Present Co-operative Students studying Professional Engineering at University shall finish their work terms under the 1984-85 Collective Agreement.

7. Car Allowance

It is understood that the report of the Management Committee regarding conversion of privately owned vehicles to a fleet will be submitted to the Joint Union-Management Committee no later than June 30, 1986.

This Letter of Understanding forms part of the Collective Agreement and the parties recognize that it is covered by Grievance and Arbitration Procedures.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this 17th day of April 1997.

FOR THE CORPORATION OF THE CITY OF



MAYOR

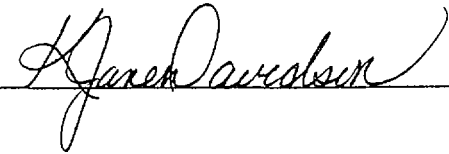
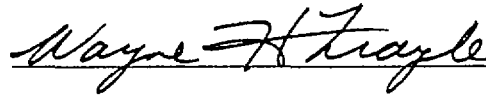
FOR THE BRANTFORD CIVIC
EMPLOYEES' UNION, LOCAL 181,
CITY HALL UNIT, CANADIAN UNION
OF PUBLIC EMPLOYEES (C.L.C.)



UNIT CHAIRPERSON



CITY CLERK



LETTER OF UNDERSTANDING

The parties agree that the list of those positions who are required to have a vehicle available as a condition of employment can be amended from time to time only by mutual consent of the parties. The requirement of providing a vehicle shall be noted on job descriptions and job posting.

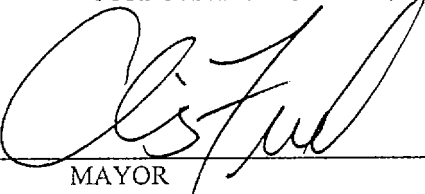
- A. Nyp - Property Manager
- A. Forgione - Building Inspector (out)
- P. Marco - Plumbing Inspector (out)
- L. Newsome - Plumbing Inspector (out)
- L. Stadnik - Plumbing Inspector (out)
- J. Lear - Building Inspector (out)
- R. Chabot - Works Clerk
- W. Friesen - Construction Inspector
- S. Kus - Technologist (Design)
- M. LeBlanc - Technologist (Traffic)
- M. Rooney - Construction Inspector
- B. Thompson - Technologist (Design)
- S. MacMain-Riley - O.A.S. Co-ordinator
- T. Szak - Day Care Visitor
- Students (if car required)

- A. Surmanski - Real Estate Clerk
- R. Henwood - Building Inspector (out)
- J. McEachren - Building Inspector (out)
- J. Schut - Building Inspector (out)
- K. Doucette - Building Inspector (out)
- M. Bradley - Technologist (Energy)
- K. Devlin - Technologist (Subdivisions)
- W. Hilton - Chief Construction Inspector
- R. Lanckriet - Construction Inspector
- A. Macaulay - Technician (Subdivisions)
- L. Long - Technologist (Environmental)
- W. Frayle - Engineering Technologist
- J. Brown-McPherson - Systems Operator (Sewer Inventory)
- S. Norden - Day Care Visitor
- N. Wood - Technologist (Transportation)
- B. Edey - Engineering Technician (Transportation)

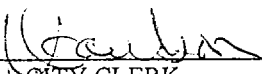
This Letter of Understanding forms part of the Collective Agreement and the parties recognize that it is covered by Grievance and Arbitration Procedures.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this 17th day of April 1997.

FOR THE CORPORATION OF THE CITY OF



 MAYOR

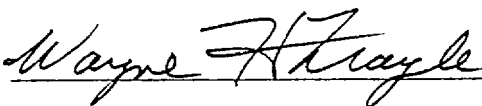


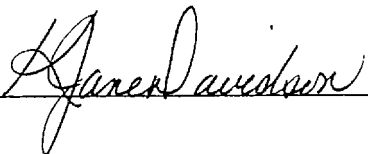
 CITY CLERK

FOR THE BRANTFORD CIVIC EMPLOYEES' UNION, LOCAL 181, CITY HALL UNIT, CANADIAN UNION OF PUBLIC EMPLOYEES (C.L.C.)



 UNIT CHAIRPERSON



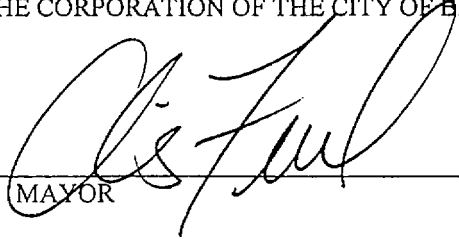


LETTER OF UNDERSTANDING

The Employer agrees that no permanent full-time employees on the Seniority List at the date of ratification will be laid off during 1992. This Letter of Understanding forms part of the Collective Agreement.

IN WITNESS WHEREOF each of the parties have caused this Letter of Understanding to be signed by their duly authorized officials or representatives as of this ~~11th~~ ^{17th} day of April, 1997.

FOR THE CORPORATION OF THE CITY OF BRANTFORD:



MAYOR



CITY CLERK

FOR THE BRANTFORD CIVIC
EMPLOYEES' UNION, LOCAL 181,
CITY HALL UNIT, CANADIAN UNION
OF PUBLIC EMPLOYEES (C.L.C.)



UNIT CHAIRPERSON

