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# Collective Agreement

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**CUPE·SCFP** / *Canadian Union of Public Employees*  
*Syndicat canadien de la fonction publique*

Between  
The Corporation of the  
City of Brantford  
And  
The Canadian Union of  
Public Employees, Local  
181, Outside Unit

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**March 31, 2019 to April 1, 2023**

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**THIS AGREEMENT** entered into at Brantford, Ontario this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By and Between:

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

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181-OUTSIDE UNIT  
(Hereinafter referred to as the "Union")

OF THE SECOND PART

## **ARTICLE 1 – GENERAL PURPOSE**

1.01 Whereas, in the interest of the efficient conduct and administration of the Corporation'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, to promote co-operation and understanding between the Corporation and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operation and to promote the morale, well-being and security of all employees in the bargaining unit of the Union. This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees. It is the desire of both parties to co-operate in maintaining a mutually satisfactory relationship between the Corporation and its employees now therefore witnesseth that the parties hereto covenant and agree as follows:

## **ARTICLE 2 – RECOGNITION AND COVERAGE**

2.01 The Corporation recognizes the Union as the exclusive collective bargaining agent for all its employees engaged in street maintenance, storm sewer work, street cleaning, Parks, Cemeteries, Golf Course and Recreation Maintenance, save and except Supervisors or those above the rank of Supervisors.

## 2.02 EMPLOYEES

- a) 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.
- b) **GOVERNMENT SUBSIDIZED PROGRAM EMPLOYEES**

Employees hired for a specific Government Subsidized Program shall not serve a probationary period and shall not acquire seniority during their employment. The terms and conditions as set forth for each particular program will be detailed in a Letter of Understanding to the Unit Chairperson, 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, discipline or dismissal. The participation in benefits will be subject to the terms of the particular Government Subsidized Program will be subject to the conditions of this Collective Agreement. Employees hired under these programs shall not be hired to replace regular employees on the Seniority List.

The Union is to be forwarded copies of the Corporation's application for program funding and terms of reference for the program and will be provided with notification of the names of employees hired under Government Subsidized Programs.

- 2.03 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.
- 2.04 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.

## 2.05 DEFINITIONS

Sections: for the purpose of this agreement, the parties agree to the following as a list of the Corporation's sections:

- Arenas (Civic Centre and Lions Park)
- Arenas (Gretzky Centre)
- Cemeteries
- Overland Drainage
- Downtown Maintenance
- Fleet (Parks Services)
- Fleet (Operational Services)
- Forestry
- Golf (Arrowdale)
- Golf (North Ridge)
- Horticulture
- Parks Maintenance & Special Events
- Road Maintenance
- Roadside Maintenance
- Sidewalks & Curbs
- Turf
- Operational Services (Utilities & Special Projects)
- Technical Operations and Compliance Group (Yard Maintenance, Stockkeeper and Utility Inspector)
- Winter Operations

Division: For the purposes of this agreement, the parties agree to the following as a list of the Corporation's divisions:

- Arenas
- Aquatics
- Cemeteries
- Fleet
- Golf
- Parks (Horticulture, Forestry, Maintenance & Turf)
- Operational Services (Road Maintenance & Overload Drainage)
- Operational Services (Sidewalks & Curbs, Downtown Maintenance & Roadside Maintenance)
- Operational Services (Utilities & Special Projects)
- Operational Services (Winter Operations, Technical Operations and Compliance Group)

Departments: For the purposes of this agreement, the parties agree to the following as a list of the Corporation's departments:

- Fleet

- Recreation
- Parks Services
- Golf
- Operational Services

\*The Yard Maintenance position forms part of winter operations provided they possess the required qualifications. They will be called out for overtime provided it doesn't interfere with their regularly scheduled duties.

\*The Utility Inspector and Stockkeeper position(s) form part of winter operations provided they possess the required qualifications. They will be called out for overtime once the call out goes to the Division and it doesn't interfere with their regularly scheduled duties.

## **ARTICLE 3 – RELATIONSHIP**

- 3.01 The Parties agree to abide by the Ontario Human Rights Code and the Ontario Labour Relations Act, 1995 as amended from time to time.
- 3.02 The Corporation and the Union agree that there shall be up to six (6) Stewards plus the Unit Chairperson. The Union agrees to keep the Corporation advised as to their names and any changes thereto. Not more than two from each party to meet at any one time, unless requested and as provided in the Grievance Procedure.
- 3.03 The Union may establish a Unit Grievance Committee of four (4) seniority employees. It is understood that the members of the Unit Grievance Committee have their regular duties to perform on behalf of the Corporation and that if it is necessary to service a grievance during working hours, they will not leave their regular duties without obtaining permission from their Immediate Supervisor, which permission will not be unreasonably withheld (and in no case longer than one (1) working day). They shall state their destination to their Immediate Supervisor together with the reasons therefore and shall report again to their Immediate Supervisor at the time of their return to work.
- 3.04 Upon request, subject to the approval of the Immediate Supervisor as to the 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 Human Resources 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 Corporation of the statements contained therein either as to fact or

opinion. An employee may photocopy any material contained in his/her Human Resources file.

The employee may request and such request shall be granted by the Corporation that a steward be present during the file review if the employee's request for the file review relates to a grievance or potential grievance.

- 3.05 The Unit Chairperson will not be appointed to shifts other than days Monday through Friday, unless there is no such shift schedule in that section. In such a situation it is understood that any time spent in attendance at meetings, with the sole exception of negotiations, outside of their regularly scheduled hours will be considered work time, and she/he will be paid at the appropriate rate of pay.
- 3.06 The Corporation shall recognize, in conjunction with CUPE and the CUPE National Servicing Representative, the Unit chair, as selected or appointed by the membership, as a legitimate bargaining agent for the bargaining unit.

## **ARTICLE 4 – RESERVATION OF MANAGEMENT FUNCTIONS**

- 4.01 The Union acknowledges that it is the function of the Corporation to:
- a) Maintain order, discipline and efficiency.
  - b) Hire, discharge, direct, transfer, promote, demote, lay off and otherwise discipline employees, provided that a claim that an employee has been discharged or disciplined without proper cause or directed, transferred, promoted, demoted, laid off or recalled contrary to the provisions of this Agreement may be the subject of 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; and
  - d) Generally, to manage the operations and undertaking of the Corporation and without restricting the generality of the foregoing, to determine the schedules and programming of works, projects, the kinds and locations of machines, tools and equipment to be used.
  - e) Where changes in the staff complement are implemented, the Corporation agrees to notify the Unit Chairperson as soon as practicable, but in any event not later



than three (3) working days after such change has occurred. Such notification may be made by email or hardcopy, whichever is agreed between the parties, within the three (3) day period.

- 4.02 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

- 5.01 It is the mutual desire of the Corporation and the Union that the complaints of employees shall be addressed as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her complaint. When an employee has a complaint arising out of the interpretation, operation, administration or alleged violation of the terms of this agreement, he/she shall present his/her complaint to his/her immediate Supervisor no later than fifteen (15) working days following the date upon which he/she should have become aware of the circumstances which led up to the complaint. In discussing his/her complaint the employee may be accompanied by his/her Steward if the employee so desires. In the case of a complaint requesting a monetary settlement, this limitation shall be extended to one (1) calendar year. The employee's immediate Supervisor shall have three (3) working days to verbally reply to the complaint. Failing satisfaction, the complaint may be dealt with in the following manner and sequence.

### **STEP 1**

Written grievances shall be on forms supplied by the Union. Within five (5) working days of receiving the verbal reply from his/her immediate Supervisor on a complaint, the Unit Grievance Committee may submit the grievance in duplicate, in writing, to the Manager or designate. A meeting will be held within five (5) working days with the Manager and/or a designate, a representative of the Human Resources Department, the Grievor and up to two (2) members of the Unit Grievance Committee in attendance. The Manager shall render his/her decision in writing within three (3) working days.

### **STEP 2**

Failing a settlement in Step 1 of the Grievance Procedure, the Unit Grievance Committee may refer the matter to the Director within five (5) working days of receiving the decision in Step 1. The Corporation's Grievance Committee (composed of the Director or their designate and a Human Resources representative) will meet with the Unit Grievance Committee and the Grievor within ten (10) working days. A Representative of the Canadian Union of Public Employees may be present at the

request of either party. The Corporation may engage Counsel if so desired. The decision shall be given in writing within five (5) working days following the meeting.

- 5.02 Subject to Article 5.13, 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 question as to whether the matter is arbitrable, such difference may be taken to Arbitration as provided in Article 6 herein. 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.
- 5.03 Any complaint or grievance concerning or affecting a group of employees and those defined under Article 8.05 (e) shall be originated under Step 2.
- 5.04 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 a grievance shall not include matters upon which employee(s) are personally entitled to grieve. The time limits in Article 5.01 shall apply.
- 5.05 The time limits provided under the Grievance Procedure may be extended, in writing, by mutual agreement of the parties.
- 5.06 All decisions arrived at between the representatives of the Corporation and the Union shall be final and binding upon the Corporation, the Union and the employee or employees concerned.
- 5.07 A claim by any employee who has completed his/her probationary period that he/she 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 Corporation at Step 2 within five (5) working days after the discharge or suspension is effected. Such grievance may be settled under the Grievance or Mediation Procedure by:
- a) Confirming the Corporation's action in dismissing or suspending the employee;
  - b) Reinstating the employee with full compensation for the time lost; or
  - c) By any other arrangement which may be deemed just and equitable.

5.08 When an immediate Supervisor or Manager feels that it is necessary to demote, suspend or dismiss an employee, the disciplinary action shall be made in private and the employee being reprimanded may be accompanied by not more than two (2) Union Representatives of the employee's choice subject to the Union Representative's availability. Such choice shall not be unreasonably denied. The Corporation shall provide the employee the offer of union representation prior to the commencement of the disciplinary meeting and shall provide the Union Representative the opportunity to meet with the employee in advance of the meeting. The Director may have in attendance the Manager or his/her designate and a Human Resources representative.

In cases of verbal or written warnings, the Corporation shall only be required to provide the employee with the opportunity of union representation prior to the commencement of the meeting.

- a) In the event that an employee has been reprimanded as outlined above, such employee will be provided, in writing, the particulars which caused the reprimand and the Unit Chairperson shall receive a copy.
- b) Such reprimand or non-disciplinary letters of counsel, shall remain on an employee's record for a period of eighteen (18) months from the date Management becomes aware of the incident. The period of eighteen (18) months will be extended for any illness or unpaid leaves of absence of greater than thirty (30) consecutive calendar days. Non-disciplinary letters of counsel are not subject to the grievance process.

5.09 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.

5.10 It is agreed that an appeal by an employee to the Mayor, Councillor, Advisory Committee member or any other representative of the Corporation, save as expressly provided in this Agreement, shall constitute a breach of this Agreement. Violation of this provision shall render an employee liable to disciplinary action or dismissal, subject to the grievance procedure and/or arbitration.

5.11 The Corporation will supply necessary accommodation facilities for grievance meetings.

5.12 A working day for the purpose of grievance and arbitration procedure shall be defined as a day other than Saturday, Sunday or a recognized holiday.

## MEDIATION

- 5.13 Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within five (5) working days after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.

If the parties are unable to settle the grievance by mediation, the parties, by mutual consent, may empower the mediator as an arbitrator and the arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the arbitrator may establish or limit the nature and extent and form of the evidence and may impose such conditions, as they consider appropriate. The arbitrator shall give a succinct decision within seven (7) calendar days after completing proceedings, unless the parties agree otherwise.

- 5.14 Any employee who believes that he/she has been unjustly discharged or suspended for reasons contrary to the Ontario Human Rights Code may access the grievance procedure at Step 1 as outlined in this Article.

## ARTICLE 6 – ARBITRATION

- 6.01 When a dispute arises in respect of any of the matters covered by this Agreement, including;
- a) the interpretation, application or administration of this Agreement, or
  - b) when an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached through the process provided for under Article 5, the matter in dispute may be submitted by the Corporation or the Union to Arbitration.

- 6.02 **SINGLE ARBITRATOR:** Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of ten (10) working days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- 6.03 **BOARD OF ARBITRATION:** Either of the parties to this Agreement desirous of exercising this provision shall notify the other party in writing, and at the same time nominate a representative. Within five (5) working days thereafter the other party shall nominate a representative. The two representatives so nominated shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of five (5) working days following the date of their appointment either representative will then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- 6.04 Any Single Arbitrator/Arbitration Board appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.
- 6.05 The decision of the Single Arbitrator/Arbitration Board appointed pursuant to this Article is final and binding upon the Corporation, the Union and any Employee affected thereby.
- 6.06 Where there is a single Arbitrator, the Corporation and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall share the cost of the Chairperson and the arbitration proceedings.
- 6.07 Notwithstanding the provisions of Article 5 or this Article;
- a) no matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 5,
  - b) the provisions of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.
- 6.08 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.

6.09 Upon mutual consent of the parties any difference may be submitted to a three person Board of Arbitration.

## **ARTICLE 7 – NO STRIKE AND NO LOCKOUT**

7.01 The Union agrees that there will be no strikes, slowdown or work stoppage either by individual or collective action which will stop or interfere with production and that, if any such individual or collective action should be taken, it will instruct its' members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner. Any employee participating in such strike or collective action will be subject to discipline, including discharge.

7.02 The Corporation agrees that it will not cause nor direct any lockout of employees.

7.03 In the event that any employees, 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 refuse to cross such picket lines.

## **ARTICLE 8 – SENIORITY**

8.01 The seniority date is the date established by the Corporation after the employee successfully completes the probationary period as established in this collective agreement and is used to determine the length of service of an employee covered by this Agreement. An up-to-date seniority list shall be posted in January and July of each year and a copy sent to the Unit Chairperson and Secretary of the Union. An employee who disputes the accuracy of his/her seniority as posted will do so in writing within thirty (30) calendar days after the list is posted.

a) An employee will be on probation and will not be placed on the seniority list until after he/she has served sixty (60) worked days within a four (4) month period when seniority shall be measured from the date of hire within the bargaining unit.

b) The Corporation agrees to maintain a seniority list of employees of no less than 53 full-time employees excluding Apprentices.

c) New and existing employees with the same seniority date shall have their seniority determined by lottery as determined and administered by the Union. Once

seniority has been established through the lottery it will be maintained accordingly.

## 8.02 STUDENT EMPLOYEES

- i. **Summer Students** – Students hired to work from April to October 1st in any of the departments; paid in accordance with Schedule B; and shall mean a person attending secondary school, college or university on a full time basis and who has indicated his/her intention to return to school. It is understood that students will not accrue seniority. Provided no fulltime employee is on lay off, where the Corporation sees fit, up to four (4) summer students may remain in the student classification past October 1, until April 30 of the following year, working on a part time basis up to a maximum of 24 scheduled hours per week. These employees will continue to be paid at the student employee rate and shall not become seasonal employees and will not gain seniority as seasonal employees. Summer students will receive two (2) weeks' notice of layoff. The number of summer students employed in Operational Services shall not exceed sixteen (16) unless otherwise agreed to by the parties.
- ii. **Post Secondary Co-operative Students** – Students who are in full time attendance at college or university; wages to be discussed between the parties but at no point shall be paid less than a Student wage; and are employed by the Corporation for a specific term(s) as defined by their post-secondary program. It is understood that students will not accrue seniority.
- iii. **Secondary School Co-operative Placement** – These are secondary school students, not to exceed six (6), on a co-operative school placement which is unpaid in nature. It is understood that no more than three (3) students shall be placed in any one department. These students may find placements within any department; observe work being performed by employees, and carry out duties as assigned that meet the goals of the co-operative curriculum.

## 8.03 SEASONAL EMPLOYEES

- a) Seasonal employees may be hired for the seasonal program and/or a specific term not to exceed twelve (12) months. New seasonal employees will serve a probationary period of sixty (60) days worked and will acquire seniority (on the Seasonal seniority listing for the purposes of seasonal rehire only).

- b) The Seasonal Seniority listing shall be kept separate and independent of the Full-time Seniority listing. Eligibility for rehire will be based on satisfactory performance to be determined no later than the end of the seasonal employment period for each seasonal employee. Seasonal employees will lose all seniority as per article 8.11 and as a result will have his/her name removed from the Seasonal Seniority listing.
- c) Seasonal employees on the seniority list must re-apply no later than the closing date on the posting to be eligible for rehire. Those Seasonal employees who do not apply will be removed from the seniority list. The Union will be notified fifteen (15) calendar days after the closing of the posting of all employees who have reapplied.
- d) Should a seasonal employee be offered a full-time position, their total hours of service as a seasonal employee will be recognized to establish their full time seniority date. That seniority date will be used for any reference to seniority date or service related benefits.
- e) For the purposes of Arena Seasonal staff, the employee(s) may replace Rink Operators and General Maintenance, Recreation Department and primarily be utilized for vacation, sick, and leave of absence relief and be reassigned from shift to shift and location to location within the operation. It is understood that no more than two (2) arena seasonal staff will be employed at any given time.

8.04 Subject to Article 8.01 hereof, seniority shall be from commencement of employment within the bargaining unit. The Corporation will maintain a seniority list showing the date on which the employee's seniority and service commenced.

#### LAYOFFS

8.05 When it is necessary to reduce the work force, seniority shall be the guiding factor consistent with the Corporation's right to maintain a work force of employees who are able and willing to do work which is available. A layoff 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.

- a) In the event of a layoff or a redundancy, employees on the seniority list 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 to perform the duties of the classification. The employee exercising his/her seniority rights shall be paid no less than the rate for the classification.



- b) Employees shall be recalled in the order of their seniority subject to their ability to perform the work available.
- c) New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 8.05 (b).
- d) Unless legislation is more favourable, the Corporation shall notify the employee(s) who are to be laid off at least ten (10) working days prior to the effective date of the layoff, except in cases of emergency beyond the control of the Corporation.
- e) Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

#### VACANCIES / TRANSFERS / TEMPORARY TRANSFERS / JOB POSTINGS / PROMOTIONS

8.06 Notice of all vacancies and new positions will be posted on all Corporation approved union boards in the Operational Services, Parks, Cemeteries and Recreation Departments and the Corporation's intranet and/or website, on a regular basis established by the Corporation for a minimum period of seven (7) calendar days. Job postings will include the nature of the position, required knowledge, education, qualifications, abilities and skills, and will list the hours of work including shifts, and the rate of pay (as per Schedule "A" Hourly Rate and Job Classification). A copy of such posting will be provided to the Unit Chair before being posted.

First consideration for all vacancies and new positions shall be given to members of the bargaining unit. External applicants shall be considered following the internal process if no member of the bargaining unit applies for the vacancy or new position, or, the Corporation determines that no internal applicant is qualified for the vacancy or new position.

- a) In cases of vacancies and new positions, seniority shall apply when the required knowledge, education, qualifications, abilities and skills of employees for the job concerned are approximately equal. In the absence of applications, the Corporation may appoint the junior qualified employee.
- b) The successful applicant will be notified as soon as possible following the recruitment process. In so far as is practicable to do so the vacancy or new position will be filled within thirty (30) calendar days following the closing date of the posting.

- c) A successful applicant for a job vacancy shall not be eligible to apply for a further posting for a period of six (6) months except when applying for a higher category, or where the hours of work are different than those standard hours of work referred to in Article 11.11 and/or Article 11.12
- i.) When new employees are hired in Operational Services, senior employees on shifts that are other than those standard hours of work referred to in Article 11.11 will be given preference for transfer into standard hours once the probationary period of the new hire has been successfully completed.
- d) **TRANSFERS OUTSIDE THE BARGAINING UNIT**
- Employees shall only be transferred to a position outside the bargaining unit with his/her consent. If an employee is transferred or successfully posts to a temporary position outside the bargaining unit, the employee shall retain his/her seniority acquired at the date of leaving the unit, and for a further period of eighteen (18) months, after which the employee will not accumulate any further seniority unless agreed upon by mutual consent of the parties. If such employee later returns to the bargaining unit, he/she shall be placed in a job for which that employee possesses the required knowledge, education, qualifications, abilities and skills consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.
- e) In cases of relief for employees who are on, paid or unpaid leave, vacation, sick leave or absent (including assignment to a higher category), the Director or designate will post or assign such position subject to operational requirements. The Union will be notified in advance, or as soon as possible thereafter, if such vacancy will not be posted or filled. The position will be awarded to the most senior qualified employee in the same department who is interested in the posting. In the absence of any applications, the Director or designate will appoint the most junior employee qualified in the department who is readily available. In the case of an employee in General Maintenance being appointed, Article 8.07 would not apply.
- f) If an employee posts in, is promoted, transferred or appointed to a position/shift within the scope of this agreement, and within ninety (90) calendar days proves unsatisfactory in their new position, or if the employee requests in writing, they shall be returned to their former position without penalty.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without penalty.

An employee who requests to be returned to their former position shall not prejudice their application for future promotions or transfers. However, the employee is restricted for one (1) year before applying for the same position.

- g) When new positions are created or existing positions are re-classified, the Corporation will notify the Unit Chairperson in advance of the nature of the position and the proposed wage rate. Any change in wage rates shall be negotiated between the Corporation and the Union. The Unit Chair shall be notified in writing of all new appointments, hirings, layoffs or termination of employees covered by this Agreement. Such notification shall be given in writing within three (3) working days if practicable.
  - h) The parties will meet with any employee who, through advancing years or disablement (permanent or temporary), is unable to perform his/her regular duties, on a case-by-case basis to determine an appropriate accommodation approach.
  - i) In cases of promotion within the terms of this Agreement requiring higher certification, the Corporation will give consideration to employees who do not hold the required certificate prior to filling a vacancy. Such employee will be given an opportunity to qualify within a specific length of time and if the required certificate is not obtained within such time, subject to negotiation in good faith, the employee will be placed in the next available vacancy at a lower level for which he or she is qualified.
- 8.07 When so determined by the Corporation, a “Periodic Posting” may be posted in anticipation of future Student, Seasonal and Crossover vacancies. Such posting(s) is intended to expedite the recruitment process by soliciting and identifying a pool of suitable and qualified applicants prior to the occurrence of a vacancy(s).
- a) Existing employees and external applicants may indicate their interest for periodic postings.
  - b) The Corporation shall fill vacancies, occurring within six (6) months of the date identified on the Periodic Posting, with individuals identified through the posting, in the following order:
    - 1. Existing employees in descending order of seniority
    - 2. External applicants

- c) In so far as is practicable to do so the vacancy or new position will be filled within thirty (30) calendar days.

8.08 An employee may fill a temporary position under the following conditions:

- a) Vacancies created as a result of an employee being absent from work may be posted and filled when it is reasonable to expect that the vacancy may extend beyond twelve (12) weeks.
- b) The Corporation may post and fill a temporary position for a period of up to eighteen (18) months. For temporary vacancies due to illness, the Corporation may post and fill the temporary position for a period of up to thirty (30) months. The vacancy shall be posted internally, in accordance with article 8.06 and any ensuing vacancy may be posted and/or filled at the discretion of the Corporation.
- c) Upon return of the absent employee, the employee(s) filling the temporary vacancy(s) shall be returned to their former position(s).
- d) In the event the absent employee does not return to work and the Corporation deems that the temporary posting needs to be filled permanently, the position will be posted in accordance with article 8.06 with the temporary incumbent returning to his/her former position if they are not the successful incumbent in the posting procedure.
- e) An external hire employed in a temporary posting in accordance with Article 8.06, shall be covered by the terms of this agreement, except that they shall:
  - Not accumulate seniority unless subsequently employed as a regular full-time employee
  - Not be entitled to Employee Benefits and Sick Leave
  - Receive 4% in lieu of vacation
  - The expiration of the posting shall not be subject to any grievance
  - And, shall not be subject to any other obligation under the collective agreement including provisions respecting layoff, termination, dismissal of reduction of hours of work
  - The rate of pay for a temporary employee will be in accordance with Schedule A.

- 8.09 When an employee is temporarily assigned to a higher category for a period of two (2) or more hours, he/she shall receive the rate applicable to the higher classified job until re-assigned to his/her regular classification.
- 8.10
- a) Should a realignment of employees be required due to unforeseen circumstances or an emergency situation, then such assignments may be filled without recognition of seniority for the remainder of the shift.
    - i.) When flagging is required, the employee with the least seniority in the crew doing the job will be assigned the flagging duties, provided they are trained.
  - b) All qualified employees filling in for an Operator/Charge Person will be promoted in their section first prior to being utilized in other sections when needed.
- 8.11 In the case of an employee being transferred to a lower classified job than that which he/she regularly performs for a period in excess of thirty (30) working days because of lack of work in his/her regular job, he/she shall receive the rate applicable to the lower classified job. However, this shall in no way limit the Corporation's functions as set out in Article 4.01 herein, in which case the provisions of this section shall not apply.
- 8.12 The decision as to the required knowledge, education, qualifications, abilities and skills shall rest with the Corporation and shall be subject to the Grievance, Mediation and Arbitration Procedures. However, the following principles must be considered in the event that testing and/or interviews are determined by management to be appropriate in assessing competing applicants for vacancies and new positions:
- a) If testing is being used as an assessment technique, then:
    - i.) Candidates shall be given reasonable notice of the testing date.
    - ii.) Candidates shall be apprised of the general nature of the subject matter upon which they will be tested.
    - iii.) Candidates shall be told in advance what is expected as a passing grade.
    - iv.) Reasonable steps shall be taken to ensure that all applicants taking the test should do so under similar circumstances.

- v.) The content of the test must be relevant to the duties of the job being applied for. Applicants will be permitted to review their score with a Supervisor or designate. Upon request the Union shall be provided the test scores, without names, for all applicants.
  - vi.) Test scores for the same skills assessment obtained by candidates shall be retained on file for three (3) months. If requested by the candidate, their test scores can be used for any subsequent job competition for the next three (3) months.
  - vii.) Candidates may not be permitted to be tested again for the same position within a three (3) month period if they were unsuccessful in their initial attempt. An employee shall be exempted from this provision if they demonstrate they have made best efforts to improve their required knowledge, education, qualifications, abilities and/or skills of the subject being tested.
- b) In the event that interviews are held:
- i.) At least two (2) members of management, or their designates, shall be present during all interviews.
  - ii.) Interview questions and responses shall be recorded to the degree that this is possible.
  - iii.) Questions must be relevant to the required knowledge, education, qualifications, abilities and skills necessary to do the job.
  - iv.) All applicants must be asked the same questions.

## LOSS OF SENIORITY

8.13 An employee shall lose all seniority if he/she:

- a) Resigns verbally or in writing to their Supervisor or designate or the Director of Human Resources or designate and does not withdraw within forty-eight (48) hours;
- b) Is discharged, unless reinstated by the Grievance, Mediation or Arbitration Procedures;
- c) Is laid off for a period of longer than twenty-four (24) consecutive months.

- d) Fails to notify the Corporation's Human Resources Department within seven (7) calendar days after being notified by registered mail sent to the last address registered with the Corporation's Human Resources Department to return to work of his/her return to work following a lay off.
  - i.) Fails to report for work within fourteen (14) calendar days after receiving such notification.
- e) If absent from work without permission of, or advance notification to his/her Manager or immediate Supervisor for a period of three (3) consecutive working days without extreme circumstances beyond his/her control; or
- f) Fails to return to work upon termination of authorized leave of absence without extreme circumstances beyond his/her control.
- g) Fails, during a prolonged absence due to illness to provide, the employer with a, satisfactory medical certificate, as per article 14.09 of the collective agreement, to verify continuance of illness.

## ARTICLE 9 – VACATIONS

9.01 Full time employees on the active payroll shall be entitled to an annual vacation with pay effective January 1st in the calendar year in which a 'Years of Service Benchmark' is achieved. Such vacation entitlement shall continue each year thereafter until the employee achieves the next 'Years of Service Benchmark'. Vacation Entitlement shall be based upon the regular hourly rate of the employee and a 40 hour work week in accordance with the following:

Years of Service Benchmark	Vacation Entitlement
Less than 1 year of service	One (1) day for each partial or complete month of service to a maximum of ten (10) days
1 Year or more	3 Weeks
10 Years or more	4 Weeks
16 Years or more	5 Weeks
26 Years or more	6 Weeks

- 9.02 All time lost from work due to absences for any reason will reduce vacation pay entitlement in the same proportion as the factor by which periods of absence relate to the full vacation year with the following exceptions:
- a) Time off for paid sick leave under the sick leave credit system under the Collective Agreement, Union Leave under the Collective Agreement, excluding leaves to take a position within the Union, bereavement, jury duty, pregnancy and parental leaves.
  - b) Notwithstanding the foregoing, time lost while in receipt of Workplace Safety and Insurance benefits either:
    - i.) Exceeding sixty (60) working days, whether continuous or not in a vacation year; or
    - ii.) Exceeding sixty (60) continuous working days spanning two (2) vacation years, will reduce vacation pay entitlement in the same proportion as the factor by which the periods of absence relate to the full vacation year. Accumulated days can only be counted once in order to determine whether pro-rating is applicable.
  - c) Pro-rating of employees on Workplace Safety and Insurance benefits under this clause will cease once the employee has returned to work and the Corporation has started to pay wages directly. Top-up payments will not be included as "wages paid directly".
  - d) In any of the foregoing circumstances, vacation pay entitlement shall be pro-rated taking into account the total length of the period of absence.
- 9.03 The first two (2) weeks of vacation shall be granted insofar as is possible during the period from April 1st to October 1st in each year, but vacations in excess of two (2) weeks will be taken by mutual arrangement between the employee and the Corporation.
- a) In the selection of dates, every effort will be made, consistent with the necessities of the operation to allow the employees to exercise their choice in accordance with their seniority status. The selection of vacation dates must be made by March 1st. Vacation time requested after this date will be approved on a first come basis and consistent with the necessities of the operation. However, in the Operational



Services Department, it is understood between the parties, that all vacation entitlement must be used by December 31st in each calendar year except in extenuating circumstances as mutually agreed upon.

- b) For the purposes of the Winter Control season, written requests for vacation time during the month of December shall be submitted to the Manager of Operational Services during the first week of October and will be approved subject to the necessities of the operation on the basis of one (1) employee per shift per week, where practicable.
- c) All employees entitled to more than four (4) weeks' vacation will have the option to take the excess of the four (4) weeks in cash at the appropriate rate, provided the employee's supervisor receives written notification from the employee prior to December 31<sup>st</sup> of that year.

9.04 Full-time employees on the active payroll who have completed four (4) years of continuous service shall have qualified for vacation entitlements under Articles 9.03 through 9.06 but are laid off, shall receive their vacation entitlement under Articles 9.03 through 9.06 on a pro rata basis.

9.05 Full-time employees on the active payroll with less than four (4) years of continuous service, by working twelve (12) continuous months qualify for a vacation under Articles 9.02 through 9.06 in any year but are laid off in the year following, shall receive vacation under Articles 9.02 through 9.06 for that year. Should he/she be laid off for the second successive year he/she shall receive vacation pay under Sections 9.01.

#### 9.06 SEASONAL EMPLOYEE VACATION

Seasonal employees shall be entitled to vacation pay paid as a percentage of gross earnings with their regular pay in accordance with the following:

Years of Service Benchmarks	Vacation Entitlement
Up to 6720 hours worked	4%
6720 hours worked or more	6%
16800 hours worked or more	8%
28560 hours worked or more	10%

## 9.07 STUDENT EMPLOYEE VACATION

Student employees shall be entitled to vacation pay on the basis of four percent (4%) of gross earnings paid with their regular pay.

Student employees, if they so request in writing, will be entitled to a leave of absence without pay during the specified vacation period (April 1st to October 1st) to a maximum of two (2) weeks. Such requests will be considered subject to the necessities of the operation.

## ARTICLE 10 – PAID HOLIDAYS

10.01 Employees shall receive the following holidays and any holiday proclaimed by the Federal, Provincial or Municipal Government. Full time and Seasonal Employees who qualify for payment for these holidays as per Article 10.02 will be paid at their regular rate of pay. Student employees will be paid for all holidays outlined in this article with the basis of calculation being as outlined in the Employment Standards Act, 2000.

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

Should a paid holiday 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 date and time mutually agreed to by the employee and the Corporation.

10.02 In order to qualify for paid holiday pay, the employee must work their regularly scheduled day immediately preceding and following the paid holiday concerned, unless he/she has authorized leave of absence from the Corporation, or in the case of excused lateness or certified illness or accident.

10.03 In the event that a paid holiday falls within an employee's vacation period he/she will be granted an extra day's holiday at a time mutually agreed upon or, at the option of the Corporation, pay therefore on the same basis as above provided.

- 10.04 It is understood that the Corporation will advise the Union annually of any changes in the hours of work on the above-mentioned days.
- 10.05 Authorized work performed on a paid holiday, except Christmas and New Year's Day, shall be paid at the rate of time and one-half (1½ times) the employee's regular hourly rate in addition to any holiday pay to which he/she may be entitled. Authorized work performed on Christmas or New Year's Day shall be paid at the rate of double time (2 times) for hours worked in addition to any holiday pay to which he/she may be entitled. Employees will have the option of banking hours worked on a statutory holiday and such hours will be included in the overtime bank for lieu time off.
- 10.06 If an employee is required to work in excess of his/her regular work shift on a paid holiday, the affected employee shall receive two and one-quarter (2 ¼ times) times his/her regular hourly rate.

## **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

### **11.01 MEAL ALLOWANCE**

Employees required to work more than ten (10) consecutive hours in any day or shift shall be provided with a meal allowance of:

\$10.00 effective April 1, 2016

### **11.02 REST PERIODS**

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 leaving the job. The period off the job shall not exceed fifteen (15) minutes.

### **11.03 BANKING OF OVERTIME**

- a) Employees will have the option of receiving paid time off (lieu time) at their regular hourly rate or paid overtime, to the closest fifteen (15) minute increment. Overtime earned may be accumulated to a total of eighty (80) hours in a calendar year to be taken at times mutually agreed upon and not unreasonably withheld.

All overtime earned during the months of November and December shall be paid overtime with the exception of the time frame of December 25th up to and including December 31st which may, at the employee's discretion, be banked as lieu time. All lieu time overtime accumulated and not taken by November 1st of the calendar year shall be paid out. A minimum of two (2) weeks notice in writing will be required for payroll processing of accumulated overtime.

- b) Employees may use up to a maximum of four (4) hours from their lieu time bank, on no more than two (2) occasions during the calendar year. All lieu time requests must be approved by the Director or his/her designate.

#### 11.04 OVERTIME BEYOND WORK DAY

All time worked beyond the scheduled workday hours shall be deemed to be overtime. Where conditions necessitate overtime, and where the work is authorized, such overtime shall be paid at the rate of time and one-half for the first four (4) hours, and double time after four (4) hours in any one day or shift.

It is understood, however, that twelve (12) continuous working hours is the maximum permitted any employee followed by a minimum of eight (8) hours before being required to return to work.

#### 11.05 OVERTIME BEYOND WORK WEEK

- a) Full-time employees will be provided with two consecutive days off. The first day off will be deemed to be a Saturday and the second day off will be deemed to be a Sunday for the purposes of overtime pay.
- b) All overtime worked on Saturdays shall be paid at the rate of time and one-half (1.5x) and all overtime worked on Sundays shall be paid for at the rate of double time (2.0x) the employee's regular hourly rate.
- c) If an employee is required to work in excess of his/her regular work shift on a Sunday, as defined in 11.05 a), the affected employee shall receive triple (3 times) his/her regular hourly rate.

## 11.06 CALL-IN

- a) An employee called in to work outside of his/her normal shift shall be paid two (2) hours pay at straight time for reporting and the appropriate overtime rates in accordance with this Article.

Note: Effective January 3, 2021, article 11.06 a) will be deleted

- b) Effective January 3, 2021, an employee called in to work outside of their normal shift shall be paid one (1) hour pay at straight time for reporting and the appropriate overtime rates in accordance with this Article.

Note: Effective January 2, 2022, article 11.06 b) will be deleted

- c) Effective January 2, 2022, an employee called in to work outside their normal shift shall be paid for a minimum of two (2) hours at overtime rates unless the call-in is immediately prior to the shift, in which case there shall be no minimum.

## 11.07 STAND BY/ON CALL

Employees in the forestry section and the Aquatic Technician and Aquatic Operator classifications who are assigned by management to be on-call for weather/project/event specific purposes, will be paid twenty-five (\$25.00) per day while on-call. On-call will be shared equally between those employees who are qualified to do the work. Employees will be given as much notice in advance as practicable. However, for event specific purposes, employees will be provided with no less than ten (10) working days' notice.

Employees' on-call will be provided a cell phone/mobile device.

If the employee is required to go to the site in response to an after-hours call, the time worked will be paid at the appropriate overtime rate.

## 11.08 USE OF PERSONAL VEHICLE

Employees shall not be required to use their private vehicles on the Corporation's business. Employees who are requested to use their own vehicle will be reimbursed according to the Corporation's travel policy.

### 11.09 INCLEMENT WEATHER

Any employee who reports for work, but by reason of inclement weather is unable to perform any work or is unable to perform part of a day's work, shall be guaranteed four (4) hours work at his/her normal rate of pay. Students and Seasonal employees shall be guaranteed three (3) hours work at their normal rate of pay under these conditions.

### 11.10 ALTERNATIVE WORK SCHEDULES

The Corporation agrees, in consultation with the Union, to set forth a working schedule for employees required to work other than the standard work week as may be required by conditions throughout the year. The Schedule shall be deemed to constitute Appendix "A" of this Agreement. It is expressly understood that the provisions of this Article and Appendix "A" are intended only to provide a basis for calculating time worked and shall not be construed to be a guarantee as to the hours of work per day, nor as to the hours of work per week. Any adjustments to the working schedule excluding shift changes for absences or unforeseen circumstances shall be communicated to the Unit Chairperson as soon as possible after the change is confirmed with the affected employee(s).

### 11.11 OVERTIME DISTRIBUTION

It is recognized that situations arise which require the employees who are engaged in a particular initiative on a shift may be required to perform overtime to complete the job at hand thus ensuring continuity of operations.

- a) Approved overtime shall be divided as equally as possible amongst those full-time employees on the full-time seniority list and within the section where the work is required.
- b) In the event overtime is required, the overtime will be divided as equally as possible, amongst the employees who have the training and ability to perform the work required, in the following order:
  - i.) Full-time employees within the Section
  - ii.) Full-time employees within the Division
  - iii.) Seasonal employees within Section
  - iv.) Seasonal employees within the Division
  - v.) Student employees within the Section
  - vi.) Student employees within the Division
  - vii.) Full-time employees within the Department
  - viii.) Full-time employees within the bargaining unit

- c) In the event an employee turns down overtime, or cannot be contacted by phone, six (6) hours will be charged towards that employee on the overtime list.
    - i.) The overtime list for each department will be updated and posted, after each pay period, on the bulletin boards. It is understood that in the Operations Department the overtime list will be updated and posted daily (exclusive of Saturday and Sunday).
  - d) Employees on paid or unpaid leave of any duration or vacation are not considered to be available for overtime until the end of their first scheduled shift worked after the paid or unpaid leave or vacation, except if they have advised their Supervisor (as per Department procedures) they are available, prior to the start of their vacation period.
- 11.12 Standard hours of work are forty (40) hours per week consisting of five (5) – eight (8) hours shifts, except as outlined in Appendix “A” or otherwise established or identified within this agreement.
- a) The corporation agrees that any employee, except an employee to which the provisions of Article 11.06 apply, upon reporting for work at the commencement of his/her regular shift, unless notified at least two (2) hours in advance not to do so, shall be guaranteed four (4) hours work, or four (4) hour pay at his/her basic hourly rate. Any employee so affected shall take such temporary work as is available in order to qualify for such four (4) hours pay.
  - b) Full time employees hired prior to December 31, 2005 identified in Appendix “C”, shall continue to work as identified herein, unless the employee successfully posts to another permanent position. The normal shift shall not commence before 7:00 a.m. or finish later than 5:00 p.m., Monday to Friday. No eight (8) hours, with a one-half (1/2) hour paid lunch.
  - c) Each Lead Hand in Parks, Cemeteries & Recreation agrees to provide coverage for up to six (6) weekends during the calendar year.

Weekend coverage will be considered schedule time and shall not be considered premium overtime as outlined in Article 11 as it applies to Saturday and Sunday premiums. This time however will be reimbursed on a time for time basis or in other words at straight time for all hour worked.

### 11.13 SCHEDULES

- a) Notwithstanding any other clause in Article 11, the Employer will be permitted to post a notice identifying specific work schedule(s) for specific position(s) which is not a normal work week as defined above. All employees may apply for such an alternative work schedule and an employee's seniority shall apply when the employee's ability and qualifications are sufficient for the posting.
- b) Alternative and/or seasonal alternative work schedules other than as laid out in Appendix "A" for full time employees, may be introduced by the Employer in consultation with the work group and notice of such schedule shall be discussed with the Union. Overtime shall be paid for hours worked outside of the alternative scheduled hours of work.
- c) The Corporation agrees in consultation with the Union, to set forth the working schedule of each employee, hereinafter referred to as the "Work Schedule" as may be required by conditions throughout the year. The schedule shall be deemed to constitute Appendix "A" of this Agreement. Any adjustments to the working schedule shall be communicated to the Unit Chair as soon as possible after the change is confirmed with the affected employee(s).
- d) The Corporation agrees to post all work schedules at least two (2) weeks in advance excluding shift changes for absences or unforeseen circumstances.
- e) All schedules shall include a one-half (1/2) hour paid lunch to be taken on the job site.

## ARTICLE 12 – SHIFT PREMIUM

- 12.01 All employees, excluding students and seasonal employees, performing shift work outside the standard operational hours Monday to Friday 7:00 a.m. to 3:00 p.m., or the Monday – Friday day shift in the Arenas Division and Aquatics Division shall receive a shift premium of one dollar and two cents (\$1.02) per hour for each hour worked outside of those hours.
- 12.02 The senior Rink Operator or General Maintenance employee in each Arenas section will be designated as the Arenas Chargeperson and be paid an additional fifty cents (\$0.50) per hour for all hours worked outside the hours of Monday to Friday 8:30 a.m. to 4:30 p.m.



- 12.03 A Lead Hand or Mechanic Lead Hand when designated to fill in for a Supervisor will be paid a premium of \$1.20 per hour above their rate of pay for hours worked.
- 12.04 A lead Hand, when designated to act as Winter Control Lead Hand in Charge, will be paid a premium of one dollar and fifty cents (\$1.50) above their rate of pay for hours worked when a supervisor is not present.
- 12.05 When a Mechanic Lead Hand or Supervisor is not on duty, the senior Mechanic on shift shall be appointed as the Mechanic Charge Person and paid an additional sixty-five cents (\$0.65) per hour while working as the Mechanic Charge Person.

#### 12.06 TEMPORARY LEAD HAND

If a crew of four (4) or more employees (excluding crews made up of only Seasonals and Students, staff in the Arenas Division and Aquatics Division), or Management deems it necessary, or when required by Legislation, Management will temporarily assign a Temporary Lead Hand for such hours required. The Temporary Lead Hand will be assigned from the permanent full-time employees in the Section, as per article 2.05. Should no qualified employee accept the offer, Management will assign the junior qualified employee to perform the responsibilities.

In addition to the Employees regular duties, the responsibilities of a Temporary Lead Hand is defined as, but not limited to, an employee who will:

- a) Direct the carrying out of the work to be performed with regard to the quality of work and conduct of the crew.
- b) Advise and monitor the crew to ensure that the work is carried out in accordance with safety legislation and regulations and City policy.
- c) Provide coaching and training to employees
- d) If required, ensure that time cards of employees and work related documentation are completed and forwarded to the appropriate supervisor or staff person.
- e) The Temporary Lead Hand shall not discipline employees. When Temporary Lead Hands observe conduct or behaviour of subordinates that contravenes safety legislation, pertinent regulations and City policies and standards, the Temporary Lead Hand will discuss the breach immediately with the employee and report as soon as possible to the supervisor such instance.

- f) Make recommendations to supervisor for specific job requirements and operating expenditures
- g) Ensure the crew has the appropriate equipment and materials required to complete assigned work
- h) The Temporary Lead Hand shall not attend any meetings on behalf of the supervisor where matters would be discussed that would in any way conflict with the collective agreement.
- i) Perform a worksite briefing meeting “tailgate meetings”
- j) Liaise with other groups, departments, and the public with respect to customer service concerns and issues related to assigned work.

The Temporary Lead Hand will be paid a premium of three dollars (\$3.00) per hour for each hour, or part hour, assigned as the Temporary Lead Hand.

- 12.07 An employee (excluding Temporary Lead hands and Lead Hands) will receive a premium of one-dollar (\$1.00) per hour, provided the employee is so assigned for a period of two (2) hours or greater during their shift, when operating the following equipment:

Road Sweeper	Backhoe	Plow With Wing
Grader	Loader	Ditch Mower Attachment
Street Flusher	VacAll	

## ARTICLE 13 – SCHEDULE OF WAGE RATES

- 13.01 The Corporation agrees to pay, the Union agrees to accept, from the effective date of this Agreement, the hourly rates and job categories attached hereto as Schedule “A”.

- 13.02 Within each crew and section, senior qualified personnel shall operate vehicles and equipment provided that such senior personnel within their classification are available at the start of the shift or at any time during the shift that such vehicles or equipment must be operated.

Save and except for Winter Operations; within each section, as defined in this Agreement, senior qualified personnel shall operate vehicles and equipment provided that such senior personnel within their classification are reasonably available at the beginning of the shift.

- 13.03 Pay day for all employees shall be bi-weekly and the pay day shall be Friday.

## ARTICLE 14 – EMPLOYEE BENEFIT PLANS

- 14.01 The Corporation shall provide, at no cost to the employees, except summer students, on the active payroll who have completed three (3) months of service, the benefits of the Ontario Health Insurance Plan.
- 14.02 The Corporation agrees to pay to a carrier the premium costs for the group employee benefit plan as attached in Appendix “E” effective June 1st, 2013 for full-time employees, except students and Seasonal employees, on the active payroll after three (3) months of continuous service with the Corporation.
- a) The Corporation agrees to submit updated Collective Agreements to the Employment Insurance Premium Reduction Branch to determine if the present sick leave plan meets the criteria for a reduction in the premium payment for Employment Insurance. Any reduction in the employees' contributions will be refunded to the employee through their regular pay.
- 14.03 The Corporation 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 sixty-fifth (65th) birthday, until they reach the age of sixty-five (65) years.
- a) The Corporation agrees to provide optional group life insurance coverage at group life rates for all retirees, up to age sixty-five (65), at no cost to the Corporation.
- 14.04 In the event of an employee being laid off, the premium for such benefits will be paid by the Corporation to the end of the month. During periods of layoff, employees shall deposit at the Human Resources Department, the full premiums due on or before the first day of each month in order to maintain the coverage afforded in the aforementioned benefits.
- a) Subject to the provision of the Collective Agreement and legislation, benefit coverage will continue only for absences due to layoff, illness, disability and Workplace Safety and Insurance compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and twenty (120) consecutive calendar days. "Benefit Coverage" includes life insurance, AD&D, L.T.D., Extended Health Plan and Dental Plan. Employees who go on L.T.D. will be paid benefit coverage as of the date they qualify for L.T.D. based on their seniority as follows:

0 but less than 5 years	3 months benefit coverage
5 but less than 10 years	6 months benefit coverage
10 but less than 15 years	9 months benefit coverage
15 but less than 20 years	12 months benefit coverage
20 but less than 25 years	15 months benefit coverage
25 but less than 30 years	18 months benefit coverage
30 but less than 35 years	21 months benefit coverage
And greater than 35 years	24 months benefit coverage

At such time that the benefit coverage ceases for any employee, for absences due to layoff, illness, disability and Workplace Safety and Insurance compensation, arrangements can be made with the employee to pay the full cost of the benefit premiums in order to maintain benefits coverage. Such request will be granted by the Corporation subject to the carrier's limitations.

#### O.M.E.R.S. PENSION

14.05 In addition to the Canada Pension Plan, every eligible employee shall join the Ontario Municipal Employees' Retirement System Plan (OMERS). The Corporation and the employee shall make contributions in accordance with the provisions of the OMERS Plan.

#### SICK LEAVE

14.06 Each employee who has completed his/her probationary period shall be credited with twelve (12) hours sick leave for each calendar month of service with the Corporation following completion of the probationary period. 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 be only eight (8) hours accumulation during the month or months in which the absence occurs. Where the sixth (6th) or any subsequent absence extends beyond the end of one (1) month and up to and including the tenth (10th) calendar day of the following month, there shall only be the loss of four (4) hours accumulation in the one (1) calendar month.

14.07 When an employee is given a leave of absence without pay for any reason, or is laid off on account of lack of work, for a period of more than ten (10) working days and returns to the service of the Corporation upon expiration of such leave of absence or layoff, he/she shall not receive sick leave credit for the period of such absence, except as may

be otherwise approved and authorized by the Corporation but shall retain his/her cumulative sick leave credit, if any existing at the time of the granting of such leave.

14.08 The number of hours for which an employee received "sick pay" shall be deducted from his/her cumulative sick pay credit.

14.09 a) Except under circumstances beyond an employee's control, any Employee absent due to illness or injury must call their Manager or designate, at least one (1) hour before the start of their shift.

b) Upon return to work after a period of three (3) days absence due to illness or disablement, it is the responsibility of the employee to produce a completed City of Brantford Medical Certificate form from a duly qualified medical practitioner certifying they are now fit to resume their regular duties or provides medically supported restrictions/limitations that may require accommodation. Employees prior to their return to work following any sickness or disablement are required to notify their respective Supervisor/Manager of their intention to do so the day preceding such return, except that employees returning to the 11p.m. to 7a.m. shift are required to notify their respective Supervisor/Manager of their intention to do so eight (8) hours in advance of their starting time. City of Brantford Medical Certificate forms are available from the employee's immediate supervisor, the Corporation's Intranet, and upon request will be faxed or emailed to the employee's doctor. The Employer, however after the employee's fifth period of absence in any calendar year (a period of absence shall be considered an absence of more than one (1) hour) may require a completed City of Brantford Medical Certificate form for any period of illness or disablement.

c) In cases of sickness or disablement lasting more than three (3) days, employees are required to produce a completed City of Brantford Medical Certificate form from a duly qualified medical practitioner verifying their inability to attend work and certify that they are not fit to resume their regular duties or modified duties.

d) Where the original City of Brantford Medical Certificate form identifies a specific return to work date additional forms will not be required during that period, as long as the return to work date does not extend beyond twenty (20) consecutive work days from the original date of absence or unless there is a change in the expected return date. The employer may request clarification of the medical information provided. If such clarification is requested the cost will be borne by the Corporation to a maximum of \$25 per certificate.

e) An employee whose illness/non-occupational injury extends to twenty (20) consecutive working days and a return to work date was not identified on the

original City of Brantford Medical Certificate form, shall, on the twentieth (20) consecutive working day and for every subsequent twenty (20) consecutive work days, file a completed City of Brantford Medical Certificate form completed by a duly qualified medical practitioner, with their Manager or their designate, or Human Resources.

- f) However, where a Manager or their designate has reason to believe that any absence of an employee was not due to illness/injury, a completed City of Brantford Medical Certificate form may be requested of the employee. If such certificate is requested the cost will be borne by the Corporation to a maximum of \$25 per certificate.
  - g) An Employee failing to produce a completed City of Brantford Medical Certificate form pursuant to ~~(a)~~, (b), (c), (e) or (f), except in circumstances beyond the employee's control, shall be considered as being absent without leave (AWOL) and is subject to appropriate disciplinary action up to an including termination.
- 14.10 Any or all of the unused portion of 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 and brought forward in hours. An employee's sick leave credit shall be available for scrutiny by the employee concerned to their Supervisor/Manager.
- 14.11 The sick leave bank will be deducted for each absence. Upon return to work, sick leave credits will be credited as per Article 14.06, until the maximum of one hundred and seventy (170) calendar days has been reached. Should an employee not have sufficient credits to qualify for the one hundred and twenty (120) calendar days L.T.D. waiting period in his/her bank, they may apply for Employment Insurance Commission sick benefits or may use the sick leave bank credit which they earned prior to December 31, 1984.
- 14.12 Full-time employees will be permitted to use sick leave credits up to a maximum of twenty-four (24) hours per calendar year for medical/dental appointments at the beginning or end of their regular shifts. In extenuating circumstances employees will be permitted to attend appointments during the regular shift hours. This sick leave will be deducted from their accumulated sick leave credits, but will not be considered absences under Article 14.06
- 14.13 When an employee is absent due to an accident and is in receipt of Workplace Safety and Insurance benefits and the Corporation makes up the difference between the benefit allowance and his/her total salary or wage, sick leave credit shall be debited a

proportionate number of hours for each day's absence. At no time is the benefit top-up to exceed 100% of the employee's net pay. When such employee returns to work after any Workplace Safety & Insurance claim he/she shall be required to submit a medical certificate signed by his/her own doctor verifying that he/she is able to return to work.

## FAMILY EMERGENCY ILLNESS

14.14 An employee shall be allowed to use up to forty (40) hours of sick leave accumulation for emergency absences due to illness of a current spouse, child or parent. For periods of absence in excess of one (1) day absence a medical certificate may 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 bank but shall not be counted as absences under existing Article 14.06. It is expressly understood that the provisions of this article are intended for emergency illnesses. It is further understood that "emergency illnesses" means an unforeseen combination of circumstances that requires immediate action. An employee shall not be guaranteed payment for such leave of absence should he/she be aware of scheduled treatment which requires hospital confinement five (5) calendar days prior to such confinement.

An employee transporting his/her current spouse to and from the hospital due to pregnancy or in the event of an emergency, when he/she is required to attend his/her family member in the hospital, shall be granted such leave.

## ARTICLE 15 – UNION SECURITY

15.01 All employees, including students and Seasonal employees, as a condition of continued employment shall become and remain members in good standing of the Union. All future employees, including students and Seasonal employees, shall, as a condition of continued employment, become members of the Union upon commencement of employment.

15.02 On commencement of employment, the Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment.

15.03 The Corporation agrees to deduct from each pay, including summer students and Seasonal employees, a sum equivalent to the amount of Union dues and/or assessments as advised by the Union.

- 15.04 The Corporation 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.
- 15.05 The Corporation agrees to supply the Union with the list of the names, phone numbers and addresses of the present and new Employees of the bargaining unit. The Union will save the Corporation harmless from any and all claims that may be made against the Corporation for disclosing such information.
- 15.06 For the use of the Union, the Corporation will erect and maintain a suitable number of bulletin boards in the various work locations. The location of the same as well as their number and size shall be mutually determined. Such boards may be used for the purpose of disseminating information concerning meetings, elections, social events. The seniority list shall be posted upon these boards and it shall not be posted until it has been submitted to and approved by the Manager of the applicable section or some other person designated by him/her for that purpose.
- 15.07 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall be continued to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Corporation and the Union.

## **ARTICLE 16 – LEAVE OF ABSENCE**

- 16.01 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. In the case of the return to work of employees from any absence, the duration of which is not agreed to in advance, the employee concerned shall give reasonable notice to the Corporation of his/her intention to return to work prior to the date on which he/she returns.

### **LEAVE OF ABSENCE FOR UNION BUSINESS**

- 16.02 Employees requesting time off for the purposes of Union conventions and other business not connected with this agreement shall be granted such time off subject to the following conditions:



- a) Upon application in writing to the Director of Human Resources by the Secretary of the Union, two (2) employees 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 third and fourth employee from this Unit may receive a leave of absence with pay to be reimbursed to the Corporation by the Union to attend such convention and/or seminar as a delegate of the Union. The Corporation will not be responsible for any expenses associated with employee attendance at such union conference or seminar.
  - 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 leaves shall be subject to the efficiency of the operation but shall not be unreasonably withheld.
  - d) The payment in any one (1) calendar year shall be deducted from a twenty-eight (28) day maximum allotment for all Units effective January 1st in each calendar year.
  - e) 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 reimburse the Corporation for the continuance of such employees on the payroll.
  - f) Any employee who is selected for a full-time position with the Union shall be allowed or given a leave of absence by the Corporation without loss of seniority and without pay, but there shall be no accumulation of seniority during the absence. Such leave of absence shall be subject to annual renewal upon application to the General Manager of the applicable section, or his/her designate, with a copy to the Director of Human Resources and such renewal shall not be unreasonably withheld.
- 16.03 Union Officers, members on authorized Committees, including Grievors, meeting with the Corporation on grievances 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.

## PREGNANCY / PARENTAL LEAVE

16.04 Employees will be granted Pregnancy / Parental Leave in accordance with the Employment Standards Act, 2000 and amendments made thereto.

## BEREAVEMENT LEAVE

16.05 The Corporation shall grant an employee a leave of absence of a maximum of five (5) days without loss of pay upon the death of a member of his/her immediate family for the purpose of mourning. "Immediate family shall mean an employee's spouse, children, step-children, parent or step-parent.

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

In cases where internment is delayed, an employee will be provided with the opportunity of utilizing the total days allowed under this Article for bereavement purposes and/or internment.

If an employee's vacation period has been interrupted due to the death of an immediate family member as described above, and the employee requests bereavement leave, he/she will be granted three (3) or five (5), as applicable, consecutive working days with pay for the purpose of mourning. The appropriate number of vacation days affected (to a maximum of five (5)) will be credited back to the employee's vacation bank.

16.06 Up to two (2) employees, as representatives of 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.

## JURY DUTY / WITNESS LEAVE

16.07 All employees who are required to serve as Jurors or subpoenaed as a witness in any court of Ontario shall be granted a leave of absence. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of his/her jury or witness services, such employee shall present to his/her Supervisor a satisfactory certificate showing such period of service.

Such employee will be paid his/her full salary for a period of such jury or witness service provided he/she shall deposit with the Corporation, through the Human Resources Department, the full amount of compensation received excluding mileage and travelling expense, and an official receipt therefore. However, should the employee present himself/herself for selection as a juror and not be selected then he/she shall be required to return to his/her regular employment to complete his/her remaining normally scheduled work day.

It is understood that any subpoenaed witness and the requirements thereto shall be excluded from this Article if such subpoena or witness duty has been the result of employment other than with the Corporation.

## **ARTICLE 17 – WEARING APPAREL AND SAFETY DEVICES**

17.01 The Corporation agrees to maintain all safety devices for the protection of the employees and the employees also agree through their Union to promote safety and co-operation in protecting the interests of the employees and the Corporation's property as far as possible. All employees working in any dirty and dangerous capacity shall be supplied with the necessary tools and must wear protective clothing provided by the Corporation. The immediate supervisor shall have the authority to allow, within the work schedule, a period, not to exceed one-half (1/2) hour, for cleaning up following a particular dirty job.

17.02 All Employees shall be provided with the following equipment when required:

<b>Rubber Boots</b>	<b>Rain Suits</b>	<b>Safety Vests</b>
<b>Rubber Gloves</b>	<b>Safety Helmets</b>	<b>Masks</b>
<b>Goggles</b>	<b>Leather Work Gloves</b>	

All Employees in receipt of the above issue of equipment shall be eligible to receive a replacements issue on a 1 for 1 basis when such an article is returned to their supervisor and proves to be either damaged and/or rendered unusable as a result of the employee's work activities, or wear out as a result of normal wear.

All equipment shall be stored at the place of work when the employee is off duty.

a) The corporation shall provide prescription protective eye-wear for mechanics, welder and Parks 3 that require eye protection over the course of their normal duties. All requests for prescription protective eye-wear will not be reasonably

denied by their Supervisor. Each employee will be provided \$250 for prescription protective eye-wear once every two (2) years.

- 17.03 a) New full-time employees will receive the following clothing issue upon hire:
- Five (5) Safety T-shirts (As Required by Job Function)
  - Three (3) Pairs of Work Pants
  - Six (6) Long Sleeve or Short Sleeve Work Shirts (Any Combination)
  - One (1) Parka or Jacket (As Determined by Job Function)
- b) Seasonal employees will receive the following clothing issue upon hire:
- Five (5) Safety T-shirts or Regular Short Sleeve Work Shirts (As Required by Job Function)
- c) Students will receive the following clothing issue upon hire:
- Five (5) Safety T-shirts or Regular Short Sleeve Work Shirts (As Required by Job Function)
- d) All garage personnel shall be supplied with three (3) pairs of clean coveralls each week

#### CLOTHING/BOOT ALLOWANCE CREDIT

17.04 All active full-time employees on the seniority list and Apprentices, as of January 1st, shall be entitled to a combined annual amount of \$475 (inclusive of all taxes) to select clothing items from a clothing list provided by the Corporation and the reimbursement, upon presentation of a receipt, for the purchase of CSA approved safety footwear in accordance with the City's Health & Safety Standard.

Seasonal employees on the seasonal seniority list, as of January 1<sup>st</sup>, with three (3) or more years of seasonal seniority shall be entitled to a combined annual amount of \$250 (inclusive of all taxes) to select clothing items from a clothing list provided by the Corporation and the reimbursement, upon presentation of a receipt, for the purchase of CSA approved safety footwear in accordance with the City's Health & Safety Standard.

- a) It is understood that any clothing provided to employees is to be worn during working hours and that all articles of clothing identifying the City supplied by the Corporation is to be returned in the event an employee is leaving the employ of the City for any reason.

- b) Laundering and proper care of all clothing is the responsibility of the employee and clothing issued is not to be defaced or altered in appearance or intent.
- c) The parties agree that suppliers with union-made, locally made, and/or Canadian made clothing shall be given preference, in keeping with the purchasing policy, in the selection of clothing providers.
- d) The above mentioned clothing and equipment shall be properly worn or used by employees while on duty, it being understood that employees shall be responsible for any loss or willful damage thereto. All employees shall comply with all safety and equipment policies.

17.05 It is expressly understood that employees shall be properly and suitably dressed and neat in appearance and violation of this Article shall render an employee liable to discipline.

#### TOOL ALLOWANCE CREDIT

17.06 An annual tool allowance reimbursement of \$600.00 will be given to the Mechanics and the Welder. The maximum total reimbursement of \$600.00 (includes all taxes) will be permitted on an annual basis upon presentation of a receipt(s).

17.07 Proper accommodation shall be provided in all work sections for employees to have their meals and keep their clothes.

## **ARTICLE 18 – COMMITTEES**

#### HEALTH & SAFETY COMMITTEE

18.01 The parties agree to maintain Joint Health and Safety Committees in accordance with the Ontario Occupational Health and Safety Act and the City's Joint Health and Safety Committees Terms of Reference as signed off between the parties.

#### LABOUR / MANAGEMENT COMMITTEE

18.02 The parties agree to maintain a Labour / Management Committee comprised of six (6) members each of Union and Management, and upon request from either party, shall

meet for the purpose of discussing issues relating to the workplace that affect the parties and/or employees bound by this Agreement.

The Labour/Management Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, or to settle grievances arising under this Agreement.

When meetings of the Labour/Management Committee are deemed necessary they may be called at the request of the Corporation or the Union at a time and place mutually agreed upon. Minutes shall be kept and copies forwarded to the Manager of the applicable section and the Secretary of the Union.

#### NEGOTIATIONS COMMITTEE

18.03 The Corporation will recognize a Negotiations Committee consisting of not more than six (6) employees for the purpose of negotiating this Agreement and its renewal.

### **ARTICLE 19 – TECHNOLOGICAL CHANGE**

#### ADVANCE NOTICE

19.01 The Corporation shall notify the Union three months before the introduction of any substantial technological and/or equipment change.

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

#### INCOME PROTECTION

19.02 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. The parties will meet with the affected employee on a case-by-case basis to determine an appropriate accommodation approach.

#### TRAINING BENEFITS

19.03 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 Corporation, be given a period of time not to exceed the six (6) months,

during which they may perfect or acquire the skills necessitated by the new method of operation.

#### ADDITIONAL TRAINING

19.04 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 Corporation and the Union.

### **ARTICLE 20 – GENERAL CONDITIONS**

20.01 All employees are required to inform the Corporation in writing of their address, telephone number and status and any changes thereto immediately when such change occurs. If an employee fails to do this, the Corporation will not be responsible for failure of notice to reach such employee.

20.02 The Corporation agrees to continue to provide a clean rest room equipped with showers, hand basins and toilet facilities and lockers for the use of employees. Employees are required to bring their own locks to ensure security of their personal belongings.

20.03 In the event of the development of Regional Government or other service sharing arrangements 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) calendar days before, or where the circumstances are such that notice is not practicable, give reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of employees in order that the Union may be given an opportunity to discuss such matters with the Corporation.

20.04 All words in this agreement in singular and masculine shall, when the context so requires includes the plural or the feminine.

20.05 As per Appendix “B”, those employees requiring a specialized license to operate any equipment or vehicle, or requiring specialized certification, shall have the cost of acquiring and renewal of such license or certification reimbursed by the Corporation.

20.06 All correspondence between the parties hereto, arising out of this Agreement and/or incidental thereto, shall pass to and from the Manager of the applicable section, Secretary of the Local Union No. 181, with copies to the Director of Human Resources, the Unit Chairman and the C.U.P.E. National Representative.

Copies of all resolutions adopted by the Corporation, which affect this Agreement, are to be forwarded to the Union and posted on all bulletin boards.

## ARTICLE 21 – DURATION

21.01 Unless changed by mutual consent, the terms of this Agreement shall continue in effect from March 31, 2019 until April 1, 2023 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing within the period of three (3) months immediately prior to the expiration date that they desire to amend this Agreement.

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

21.03 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, 1995 have been completed, whichever date should first occur.

**IN WITNESS WHEREOF** each of the parties have caused this Agreement to be signed by their duly authorized officials or representatives as of the \_\_\_ day of \_\_\_\_\_, 2020.

**The Corporation of the City of Brantford**

**C.U.P.E. Local 181 – Outside Unit**

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**APPENDIX "A"****WORK SCHEDULE****WORK SCHEDULE – FULL TIME EMPLOYEES ONLY****DOWNTOWN MAINTENANCE STAFF SHIFT**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	Off	5am–1pm	5am–1pm	5am–1pm	5am–1pm	5am–1pm
5am–1pm	5am–1pm	10am–6pm	10am–6pm	10am–6pm	Off	Off

Hours of work may be changed by mutual agreement of the parties

**SWEEPER OPERATOR SHIFT**

Excluding Winter Maintenance Season

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	Off	11pm–7am	11pm–7am	11pm–7am	11pm–7am	11pm–7am
11pm–7am	11pm–7am	11pm–7am	11pm–7am	11pm–7am	Off	Off
3pm–11pm	3pm–11pm	3pm–11pm	3pm–11pm	3pm–11pm	Off	Off
Off	Off	3pm–11pm	3pm–11pm	3pm–11pm	3pm–11pm	3pm–11pm

Hours of work may be changed by mutual agreement of the parties

**GOLF SHIFT****DURING THE GOLF SEASON**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:30am- 2:30pm	6:30am- 2:30pm	6:30am- 2:30pm	6:30am- 2:30pm	6:30am- 2:30pm	6:30am- 2:30pm	6:30am- 2:30pm

**DURING THE OFF SEASON**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	Off

**ARENAS SHIFT**

To be scheduled as 10 hour shifts as agreed to by the Parties.

**GENERAL MAINTENANCE ARENAS SHIFT**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	Off

**AQUATICS SCHEDULE**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm
<b>Evening Shift:</b>						
2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm

Shifts will be equitably rotated as assigned amongst the staff.

**PARKS OPERATIONS STAFF SHIFT**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6am-2pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	6am-2pm
2pm-10pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	2pm-10pm

**HARMONY SQUARE AND MOHAWK PARK SHIFT**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm
<b>Evening Shift:</b>						
3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm

Hours of work may be changed by mutual agreement of the parties.

Shifts will be equitably rotated as assigned amongst the staff.

**CEMETERY SHIFT**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	8am-4pm	8am-4pm	8am-4pm	8am-4pm	8am-4pm	Off

**WINTER MAINTENANCE CREWS**

2 cycle programme

Lead Hands will be scheduled to all shifts

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm
3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm
11pm-7am	11pm-7am	11pm-7am	11pm-7am	11pm-7am	11pm-7am	11pm-7am

**Split Shifts**

The parties agree to meet by September 15 each year to discuss the implementation of winter maintenance shifts.

### **MECHANIC'S SCHEDULE**

Schedules are developed to take into consideration operational needs and include days and afternoon shifts.

### **GARAGE SERVICE PERSON**

Hours of Work as established by mutual agreement

### **LEAD HANDS IN PARKS, CEMETERIES & RECREATION – OTHER CONDITIONS**

Each Lead Hand in Parks, Cemeteries & Recreation agrees to provide coverage for up to six (6) weekends during the calendar year.

Weekend coverage will be considered schedule time and shall not be considered premium overtime as outlined in Article 11 as it applies to Saturday and Sunday premiums. This time however will be reimbursed on a time for time basis or in other words at straight time for all hours worked.

## APPENDIX "B"

Employees requiring the following specialized licenses to operate any equipment or vehicle, or requiring specialized certification, for their current position, shall have the cost of acquiring the license or certification paid for by the Corporation:

Certified Ice Technician  
 Mahoney Road School  
 Ozone Depletion Program  
 Propane Handling Training  
 Pesticide  
 Chainsaw  
 Playground Inspector  
 Backflow Prevention Inspector  
 Internal Combustion Alternate Fuel Tech Certification  
 ORFA Aquatic Certification (Level 2) or Equivalent

Employees requiring the following specialized licenses to operate any equipment or vehicle, or requiring specialized certification, for their current position, shall have the cost of renewal or recertification for the license or certification reimbursed by the Corporation, including any medical exams or any written/practical exams associated with the recertification process:

Mechanic's License - 310T  
 Mechanic's License - 310S  
 Motor Vehicle "DZ" License  
 Motor Vehicle "AZ" License  
 Pesticide  
 Chainsaw  
 Playground Inspector  
 Backflow Prevention Inspector  
 Certified Ice Technician  
 Ozone Depletion Program  
 Propane Handling Training  
 Internal Combustion Alternate Fuel Tech Certification  
 ORFA Aquatic Certification (Level 2) or Equivalent

## APPENDIX “C” – HOURS OF WORK

Christian Sharpe	Cemetery Maintenance
Paul Bakker	Fleet Maintenance
Mark Meloun	Horticultural Maintenance
Joanna Korchowicz-Szeksztello	Horticultural Maintenance
Dane Street	Parks Maintenance
Ronald Tolhurst	Parks Maintenance

It is understood and agreed by the Parties that should the employee post into another permanent vacancy, they will assume the hours/shifts of that posting and be removed from the list.

The normal shift shall not commence before 7:00 a.m. or finish later than 5:00 p.m. Monday through Friday. No eight (8) hour shifts shall be spread over a period longer than eight (8) hours with a one-half (1/2) hour paid lunch.

## **APPENDIX “D” – CLASSIFICATIONS**

Application and Interpretation

### **PROBATIONARY EMPLOYEES**

Shall be new regular full-time employees and Seasonal employees classified as "Probationary" for a period of sixty (60) worked days to be achieved within a four (4) month period. Such employees will pay Union dues from the commencement of their employment and shall become members of the Union and will receive overtime pay for overtime worked in accordance with Article 11 and for statutory or proclaimed holidays.

New regular full-time employees (excluding Seasonal employees) classified as "Probationary" shall be eligible for the benefits as outlined in Article 14 of this agreement and the probationary labourer rate in Schedule "A".

### **SEASONAL EMPLOYEES**

Seasonal employees are hired as per Article 8.03 and shall be paid as follows:

In accordance with Schedule “A”, plus 4% vacation pay as per the Employment Standards Act, 2000 and per Article 9.06. The normal workweek shall be forty (40) hours commencing on Sunday and ending on Saturday and may be required to work weekends. The Corporation does not guarantee to provide employment or work for normal hours or for any other hours.

### **STUDENT EMPLOYEES**

Student employees are hired as per Article 8.02 and shall be paid as follows:

In accordance with Schedule “A”, plus 4% vacation pay as per the Employment Standards Act, 2000. The normal workweek shall be forty (40) hours commencing on Sunday and ending on Saturday and may be required to work weekends. The Corporation does not guarantee to provide employment or work for normal hours or for any other hours.

## APPENDIX “E” – CUPE HARMONIZED GROUP EMPLOYEE BENEFIT PLAN

### GROUP LIFE INSURANCE

A group life insurance plan, including Accidental Death and Dismemberment (AD&D), in the amount of one and one-half (1 ½) times the employee’s annual earnings with a minimum amount of \$15,000.00 for full time employees under the age of 65.

A group life insurance plan, excluding Accidental Death and Dismemberment (AD&D), in the amount of one (1) times the employee’s annual earnings with a minimum amount of \$15,000.00 for full time employees to the age of 70.

A group life insurance plan, excluding Accidental Death and Dismemberment (AD&D), in the amount of a flat \$10, 000.00 for full time employees aged 70 and over.

### LONG TERM DISABILITY (LTD)

Benefits of seventy percent (70%) of monthly income to a maximum benefit of \$4000.00 per month would commence after a waiting period of one hundred and twenty (120) calendar days. Benefits do not include an annual escalation clause and would be payable up to the earlier of retirement or age 65. Complete details of the long term disability benefit will be outlined in a revised Employee Benefit Booklet.

L.T.D. "own occupation for two years" shall be added to the terms of the L.T.D. Plan. Details of the Plan will be provided in the Employee Benefit Booklet.

### EXTENDED HEALTH PLAN

- Mandatory Generic with appeal process
- Deductible: \$5 yearly for single coverage, \$10 yearly for family coverage
- Travel Assist
- Registered Social Worker added to Clinical Psychologist/EAP
- Increase physiotherapy by \$200 per person
- Smoking cessation drugs

The Extended Health Plan shall be outlined in a revised Employee Benefit Booklet and shall include the following:

Accidental Dental – No maximum for treatment within one hundred and eighty (180) calendar days and completed within one (1) year of the accident



Chronic Care Facility – Three dollars (\$3.00) per day per one hundred and twenty (120) calendar days for twelve (12) consecutive months

Drugs – Legally requiring prescription and life sustaining medications

Eye Exam – Once every twenty-four (24) months (twelve (12) months for under age 18) to a maximum of \$75.00

Hearing Aids – Expenses to a maximum of \$500.00 per sixty (60) consecutive months and shall be one hundred percent (100%) with no deductible

Medical Supplies and Services – Covered and includes OHIP delisted blood tests

Orthopaedic Shoes - Reasonable and customary charges as determined by the Carrier with no limit

Orthotics - One (1) pair every two (2) years to a maximum of \$400.00

Out of Province - Coverage of up to \$500,000.00 per person per lifetime

Paramedical – Shall include Clinical Psychologist, Speech Pathologist, Physiotherapy, Chiropractic, Massage, Osteopath, Chiropodist, Podiatrist, Naturopath with coverage of \$500.00 per paramedical service per year

Private Duty/Nursing – \$10,000.00 per person per calendar year

Vision Care – \$300.00 every twenty-four (24) consecutive months and shall be one hundred percent (100%) with no deductible

## **DENTAL**

The premium cost of dental benefits shall be shared twenty percent (20%) by the employee and eighty percent (80%) by the Corporation based on the current Ontario Dental Association (ODA) schedule of fees and shall include:

Deductible – Nil

Dental Plan – Preventative, Endodontic, Periodontal and Surgical Services, Denture Repairs and Relines

- 100% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide

Dental Rider – Complete and Partial Dentures

- 50 % reimbursement of eligible charges up to the amount specified in the applicable Fee Guide

**Dental Rider** – Orthodontic Services (for dependent children to 18 years of age only)

- 50% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide. Lifetime maximum - \$2,000 per dependent child.

**Dental Rider** – Crowns and Bridgework

- 50% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide

**Dental Overall Maximum** (excluding Orthodontic Services) – \$2,000 per person per calendar year

**Fee Guide** – Current Dental Association Fee Guide for General Practitioners in your province of residence

9 month recall

## **EARLY RETIREE COVERAGE**

The Corporation agrees to provide, at no cost to those former employees who are receiving a pension from OMERS, should they retire prior to their sixty-fifth (65th) birthday, the Extended Health Plan and the Dental Care Plan as provided above until they reach the age of sixty-five (65) years.

## **CARRIER SUBSTITUTION**

The Corporation may substitute a plan underwritten by a carrier other than the current one provided such plan provides the same or better coverage at no extra cost to the employee. The agreement of the Union is required.

## APPENDIX “F” – APPRENTICESHIPS

The parties agree to an Apprenticeship Program. Apprentices will pay Union Dues from the commencement of their employment and shall become members of the Union. All employees will satisfy the conditions as outlined in the Ontario College of Trades and Apprenticeship Act, 2009 as administered by the Ontario Ministry of Training, Colleges and Universities.

When the Corporation decides to implement an apprenticeship program, the Corporation and the Union will meet to discuss the wage progression scale (outlined below). Any wage progression scale shall be based on the shared principle that an apprentice will approach the corresponding job wage rate in Schedule “A” in increments based on number of hours spent in-class and on-the-job.

In the event the Corporation and Union are unable to agree on the wage progression scale, the matter may be referred to the Mediation and/or Arbitration as outlined in the Collective Agreement.

It is understood that no apprentice shall make less than the seasonal rate as per Schedule “B”.

The scale of wages to be paid will be based on the job rate category and may be paid as follows:

1 <sup>st</sup> increment – 65% of job rate.	4 <sup>th</sup> increment – 80% of job rate.
2 <sup>nd</sup> increment – 70% of job rate.	5 <sup>th</sup> increment – 85% of job rate.
3 <sup>rd</sup> increment – 75% of job rate.	6 <sup>th</sup> increment – 90% of job rate.

Upon successful completion of the period of Apprenticeship by the Apprentice, and the Corporation being desirous of continuing his/her services, the apprentice will enter the applicable job Category in Schedule A.

### **SCHEDULE "A" – Hourly Rates of Pay and Job Categories**

CATEGORY CLASSIFICATION	Effective March 31, 2019 1.5%	Effective July 2, 2019 \$2.00/hr	Effective March 29, 2020 1.5%	Effective April 4, 2021 1.75%	Effective April 3, 2022 1.5%	Effective July 3, 2022 \$1.00/hr
<b>CATEGORY 1</b> General Maintenance Cross-Over Parks Rink Operator Operator/Driver Forestry I	24.50	26.50	26.90	27.37	27.78	28.78
<b>CATEGORY 2</b> Parks 3 Aquatic and Fitness Operator Utilities Inspector Yard Maintenance/ Material Handler	25.01	27.01	27.42	27.90	28.32	29.32
<b>CATEGORY 3</b> Horticulture Technician	26.14	28.14	28.56	29.06	29.50	30.50
<b>CATEGORY 4</b> Lead Hand – Public Works Lead Hand – Parks and Rec	28.12	30.12	30.57	31.10	31.57	32.57
<b>CATEGORY 5</b> Greenskeeper Stockkeeper	29.17	31.17	31.64	32.19	32.67	33.67
<b>CATEGORY 6</b> Aquatic and Fitness Technician Forestry II/Arborist	29.86	31.86	32.34	32.91	33.40	34.40
<b>CATEGORY 7</b> Mechanic (2 Licenses 310T, 310S)	37.05	37.05	37.61	38.27	38.84	_____
<b>CATEGORY 8</b> Lead Hand Mechanic 2Licenses 310T, 310S)	37.70	37.70	38.27	38.94	39.52	_____

- \* For clarity, Parks 3 includes Carpenter, Backflow Prevention Inspector, and Playground Inspector.
- \* Upon ratification of the collective agreement the Yard Maintenance / Material Handler will move to Category 2
- \* Upon ratification of the collective agreement the Operator Charge Person classification will be declared redundant and the current incumbents will become Operator/Driver's. The current incumbents will receive the economic adjustments until the expiration of the collective agreement. Upon the expiration of the collective agreement the remaining incumbents will receive half the economic adjustment until their rate of pay is equal to the Operator/Driver classification.

<b>RATES FOR NEW HIRES based on Rate for Classification</b>	
<b>Percentage of Job Rate to Start</b>	80%
<b>Percentage of Job Rate after Probationary Period</b>	90%
<b>Percentage of Job rate after one (1) Year</b>	100%

## SCHEDULE "B" – Hourly Rates of Pay and Job Categories

Position	March 31, 2019	March 29, 2020	April 4, 2021	April 3, 2022
Student Labourer	\$14.21	\$16.42	\$16.71	\$16.96

Position	March 31, 2019	July 2, 2019	March 29, 2020	April 3, 2021	April 4, 2022
Seasonal Labourer	\$16.49	\$18.49	\$18.77	\$19.10	\$19.39



**Letter of Understanding**  
**Between**  
**The Corporation of the City of Brantford**  
**And**  
**The Canadian Union of Public Employees and Its Local 181-  
Outside Unit**

**Re: Standard Day Shift Operation-Operational Services Department**

It is agreed that the hours of work for regular year round day shift shall be 7:00 a.m. to 3:00 p.m. with one half (1/2) hour paid lunch to be taken on the job site. The employees may leave the job site and proceed to the nearest designated facility. Unless approved, the time off the job is not to exceed one half (1/2) hour. The one half (1/2) hour lunch period may be scheduled between 11:30 a.m. and 1:00 p.m. subject to the conditions.

The designated areas will include Wayne Gretzky Sports Centre, Parks Board Yards, Lions Park Arena, Civic Centre, Transit Service Centre, Fire Halls 1, 2, 3 and 4, Mohawk Park, Operational Services Yard, Woodman Community Centre and Eagle Place Community Centre. It is understood, should the need arise, other facilities will be investigated and the Union will be advised. In the event that any of the above designated facilities are not available due to other commitments, alternate facilities will be designated. Suitable storage for lunch boxes shall be provided.

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



**Letter of Understanding**  
**Between**  
**The Corporation of the City of Brantford**  
**And**  
**The Canadian Union of Public Employees and Its Local 181-  
Outside Unit**

**Re: Review of Seasonal Jobs**

WHEREAS the Parties are in negotiations for a merged Collective Agreement; and

WHEREAS it is of mutual interest to the Parties to enter into the following Letter of Understanding as it relates to the above captioned matter;

NOW THEREFORE the Parties agree to the following:

- 1) The Corporation commits to reviewing the operational benefits of the recent conversion of seasonal positions to full-time cross over jobs.
- 2) The Corporation will conduct the review of the cross over positions at the end of the winter season and at the end of the summer season to further consider the opportunity of converting additional seasonal positions to full-time status.
- 3) The Parties agree to meet and discuss matters in good faith that may arise during or after the review of the cross over positions and operational considerations that occur with a potential view to further converting seasonal positions into full-time positions and the removal of seasonal positions from the bargaining unit.





**Letter of Understanding**  
**Between**  
**The Corporation of the City of Brantford**  
**And**  
**The Canadian Union of Public Employees and Its Local 181-  
Outside Unit**

**Re: Work Clothing Committee**

The Corporation and the Union shall maintain an ad hoc Work Clothing Committee composed of up to three (3) members of each party. The Committee Shall be responsible for, but not limited to:

- Items of clothing on the clothing list
- Issues of quality
- Review the current clothing service and products

The Committee will meet each year no later than June 1<sup>st</sup> to review the work clothing issues. The committee will report their recommendations to the Corporation, with a copy to the Union, by September 1<sup>st</sup>.



**Letter of Understanding**  
**Between**  
**The Corporation of the City of Brantford**  
**And**  
**The Canadian Union of Public Employees and Its Local 181-  
Outside Unit**

**Re: Retired Employees Between Age 55 and 65**

A former full-time Employee who retired from the Corporation, who had ten (10) years of continuous employment with the Corporation, and is in receipt of a pension from OMERS, is eligible for the continuation of the following benefits:

- The ten (10) year service threshold to qualify for early retirement benefits as referenced above applies to any employee hired after June 1, 2016
- Extended Health Plan (includes vision)
- Dental Care Plan
- Life Insurance in the amount of 1.5x their annual salary at the time of their retirement or termination, rounded to the nearest one thousand dollars, provided the former employee pays all premiums; and

Subject to the following conditions:

- (i) Retired employees are required to pay twenty (20%) percent of the monthly dental premiums via direct deposit, failure to pay the premium will result in the former employee forfeiting all benefits listed above;
- (ii) For the purposes of the above noted benefits, only one (1) spouse will be eligible for coverage at any time;
- (iii) These benefits will terminate on the last day of the month in which the retired Employee attains the age of 65 years or upon the death of the retired employee, whichever occurs first;
- (iv) Benefits will be provided in accordance with the terms of the Plans as they exist at the date of retirement.



**Letter of Understanding  
Between  
The Corporation of the City of Brantford  
And  
The Canadian Union of Public Employees, Local 181 Outside Unit**

**Re: Lead Hands – Parks Maintenance Department**

WHEREAS it is of mutual interest of the parties to enter in to the following Letter of Understanding, as it relates to the above captioned matter.

THEREFORE the parties agree to the following:

- The parties agree to annually post two Lead Hands in the Parks Maintenance Section, from approximately April through October.
- The hours of work will be:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Afternoon	Afternoon	Off	Off	Afternoon	Afternoon	Afternoon
Day	Day	Afternoon	Afternoon	Off	Off	Day

- The Corporation will fill the positions in accordance with article 8.06 of the collective agreement.
- In the event the Corporation decides to cancel a Lead Hand(s) position/posting, the Union will be provided fourteen (14) calendar days' notice.
- For clarity, when the Temporary Lead Hand is off sick or on vacation, they will be paid at the Lead Hand rate.
- The senior qualified applicant will have first choice of the above two shift schedules and the next most senior will get the remaining shift schedule.



**Letter of Understanding  
Between  
The Corporation of the City of Brantford  
And  
The Canadian Union of Public Employees, Local 181 Outside Unit**

**Re: Parks Shift Schedules**

WHEREAS it is of mutual interest of the parties to enter in to the following Letter of Understanding, as it relates to the above captioned matter.

THEREFORE the parties agree to the following:

- The parties agree to meet annually, (by March 1st for summer schedules and by October 1st for winter schedules) to review the Parks Shift Schedules.
- The intention is to provide the Union with knowledge of the shift schedules for the upcoming calendar year.
- The Union may provide input in to the schedules. However, the final shift schedules will be at the sole discretion of the Corporation.

Permanent Employees will have preference to sign up for the shifts based on seniority.



**Letter of Intent  
Between  
The Corporation of the City of Brantford  
And  
The Canadian Union of Public Employees, Local 181 Outside Unit**

**Re: Traffic Operations & Operational Services Inspectors**

The parties agree that in the event CUPE Local 181 – City Hall Unit bargain the transfer of employee from Traffic Operations and the Operational Services Inspectors, the CUPE Local 181 Outside Unit will accept the positions within their bargaining unit as per the terms of the collective agreement.



**Letter of Understanding  
Between  
The Corporation of the City of Brantford  
And  
The Canadian Union of Public Employees, Local 181 Outside Unit**

**Re: Arena Lead Hands**

The parties agree to meet and discuss within six (6) months of ratification the feasibility and possible need to establish Lead Hands in the Arenas section.

The establishment of Lead Hands in the Arenas section will be at the sole discretion of the Corporation, and if established, the position(s) will be discussed in accordance with article 8.06 (g) of the collective agreement.