



Agreement

The Association of
Professional and
Administrative
Employees
And
The Corporation of
the
City of Brantford

January 1, 2021 – December 31, 2024

THIS AGREEMENT made this _____ day of _____, 2021.

BETWEEN

THE CORPORATION OF THE CITY OF BRANTFORD
(hereinafter called the "Corporation")

OF THE FIRST PART

AND

**THE ASSOCIATION OF PROFESSIONAL AND ADMINISTRATIVE
EMPLOYEES OF THE CITY OF BRANTFORD**
(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS By-law 179-91 of the Corporation recognizes the authority of the Executive Board of the Association to represent its members before Council, the Senior Management Team, and the Chief Administrative Officer;

AND WHEREAS the said Executive Board is entering into this Agreement on its own behalf and in trust for the members of the Association;

AND WHEREAS the Association has entered into this Agreement in a spirit of goodwill, cooperation, and openness with a view to assisting the Corporation, the members of the Association, and the taxpayers to achieve mutually beneficial and realistic results;

AND WHEREAS the Association recognizes and acknowledges that the Corporation is operating under severe financial constraints;

AND WHEREAS the Corporation acknowledges that it is not presently overstaffed by its employees who are members of the Association, having regard to the level of services now provided to the Public, to Council, and to the various departments within the Corporation administration by Association members.

NOW THEREFORE in consideration of the mutual covenants and Agreements herein contained, the parties have agreed as follows:

1. The Corporation reaffirms its recognition of the Executive Board of the Association as the representative of the members of the Association, and as the representative of those employees of the Corporation, save and except contract employees who might hereinafter join the Association. The provisions of this Agreement shall ensure to the benefit of the membership of the Association, as

the same exists from time to time. The term employee throughout the balance of this Agreement will refer to members of the Association who have completed three (3) months of active service with the Corporation.

2. The Corporation agrees that save and except the Chief Administrative Officer, General Managers, members of the Senior Management team, all staff of the Human Resources Department, part-time and contract employees, that all full-time Exempt employees may elect to become a member of the Association. The Corporation agrees to supply a list of Senior Management positions on an annual basis to the President of the Association of Professional and Administrative Employees.
 - (a) The Association agrees to supply a list of members on an annual basis to the Director of Human Resources.
3. The Corporation agrees to provide benefits as outlined in the Schedule of Benefits to the members of the Association during the term of this Agreement. The said Schedule of Benefits is attached as Appendix "B", and forms part of this Agreement.
 - (a) Subject to this Agreement, members of the Association shall be paid a salary at least in accordance with the Exempt Administrative Employees Salary Grid attached hereto as Appendix "A". In addition, members may be included in the City's Performance Management System where applicable and as amended from time to time.
4. It is acknowledged and agreed that there shall be an ongoing dialogue between the Corporation and the Association on all matters, which might directly affect the employment of any member of the Association with a view to reaching cooperative solutions to mutual problems. In particular, where budgetary considerations might negatively affect the employment of any member of the Association, the Corporation shall provide the Association with a reasonable opportunity to review the matter and to suggest alternative methods for achieving the same cost savings, but nothing in this paragraph shall be interpreted to require the Corporation to implement any suggestion which may have been advanced by the Association during any such dialogue.
5. Nothing in this Agreement shall prevent the Corporation from terminating or disciplining any member of the Association for cause.
6. Where any member of the Association alleges that they have been unjustly or wrongfully dismissed, or either party hereto alleges that there has been any

breach of this Agreement, the aggrieved party shall have the option of selecting one of the following remedies:

- (a) The commencement of proceedings in any Ontario Court of Competent Jurisdiction for any relief which may be available in law, including an action for any remedies available in law arising out of wrongful dismissal; or,
 - (b) Binding Arbitration pursuant to the provisions of the *Arbitrations Act* (Ontario). Any Arbitrator so appointed shall have the same powers as a Court of law, the power to determine any issue in relation to this Agreement (including whether the issue so referred is arbitrable), and the power to order the re-instatement of any employee, either with or without pay as justice may require.
7. Where any union of employees of the Corporation seeks to enlarge its bargaining unit into positions occupied by members of the Association, the Corporation shall use its best efforts to permit the Association to make representations in relation thereto. The foregoing shall not be construed to require the Corporation to perform any act, which might be a contravention of the *Labour Relations Act*.
8. This Agreement shall be effective when executed by both parties hereto, and it shall continue in effect until December 31, 2024, at which time it shall be mutually reviewed. The provisions of this Agreement shall continue unchanged during such review, and shall be amended only when the parties have concluded such review with a new Agreement.

Dated at BRANTFORD, this _____ day of _____ 2021.

**On behalf of The Corporation of the
City of Brantford:**

**On behalf of The Association of
Professional and Administrative
Employees:**

Marlene Miranda
General Manager of
Community Services and Social
Development

Tina Binder
President

Anita Szaloky
Director of Human Resources

Wendy Teufel
Negotiating Committee

Judy Wong Page
Negotiating Committee

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Schedule of Benefits

Exempt Administrative Staff

That in recognition of the services provided by Exempt Administrative staff, the following benefits be provided by The Corporation of the City of Brantford for all employees after the successful completion of three (3) months of active service.

Clause 1 - Sick Leave

- 1.01 Except where provided elsewhere in this agreement, pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he/she is legitimately ill/injured and unable to work and will be granted on the following basis:
- (a) Full-time employees who have completed their probationary period, and who are on the active payroll, shall be credited with one and one half (1.5) day sick leave for each calendar month of service with the Corporation. There shall be no sick leave earned after the one hundred and twenty (120) day qualifying period for Long Term Disability (LTD) until the employee returns to full-time work.
 - (b) When an employee is given a leave of absence without pay for any reason for more than one (1) week, or is laid off on account of lack of work and returns to the service of the employer upon expiration of such leave of absence, he/she shall not receive credit for the period of such absence, except as may be otherwise approved and authorized by the Employer, but shall retain his/her cumulative sick leave credit, if any, existing at the time of such leave.
 - (c) The number of days or parts of days for which an employee received "sick pay" shall be deducted from the employee's cumulative sick pay credits.
 - (d) In order to qualify for sick leave pay, employees are required to arrange to have their Department Head notified of their inability to be at work and, in the case of sickness or disablement, are required, on their return to work after a period of three (3) days absence, to produce a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties. Forms for this purpose will be supplied by the Human Resources Department. The Corporation, however, after the fifth (5th) period of absence in any calendar year may require a medical certificate for any period of illness or disablement.

(e) **Doctor and Dentist Appointments**

It is understood that employees may use sick leave of up to three (3) days annually for attendance at Doctor's or Dentist's appointments. However, such appointments shall not be counted as incidents. These appointments are solely for attendance at the employee's medical appointment with a physician or dentist and employees may be required to substantiate their attendance at such appointment.

(f) **Family Sick Leave**

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

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.

- (g) Any or all of the unused portion of the sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in hours. An employee's sick leave credit shall be available for scrutiny in the Human Resources Department by the employee concerned. There shall be no payout of an employee's sick leave credit.
- (h) All employees will receive a sick leave credit at the rate of one and one half (1.5) days per month subject to other provisions of this Article until such sick leave credit reaches one hundred and seventy (170) days.
- (i) The sick leave bank will be deducted for each absence due to illness/injury and upon return to work; the sick leave bank will be credited at one and one half (1.5) days per month until the bank is reimbursed up to a maximum of one hundred and seventy (170) days. The employee may be required to furnish medical evidence verifying any and all absences in order to qualify for sick leave pay but, in any event, after a period of three (3) continuous days,

must present a medical certificate certifying that the employee is able to perform all normal duties.

Clause 2 - Frozen Sick Leave

- 2.01 All accumulated sick leave bank credits as of December 31, 1981 will be transferred to a reserve to the employee's credit and there shall not be any additional accumulation.
- 2.02 Upon termination of employment, an employee shall be entitled to payment for one half ($\frac{1}{2}$) of the number of sick days standing to his/her credit on the basis of the employee's regular weekly basic rate of pay divided by five (5) subject to the following service requirements:
 - (a) After five (5) years' service such amount shall be one hundred percent (100%) of the employee's regular basic rate.
 - (b) The amount shall be the maximum of six (6) months' salary. In the event of death, this cumulative sick leave credit shall be paid to the employee's beneficiary.
- 2.03 Should employees not have sufficient credits to qualify for the one hundred and twenty (120) day waiting period in their active bank, they would be eligible for E.I. sick benefits or may use the sick leave bank credit, which they earned prior to December 31, 1981.

Clause 3 - Long Term Disability

- 3.01 The Corporation shall provide Long Term Disability coverage at no cost to the employees on the active payroll who have completed three (3) months of service.
- 3.02 After a qualifying period of one hundred and twenty (120) days of continuous disability, the employee will be eligible for Long Term Disability payments in the amount of seventy five percent (75%) of their monthly salary to a maximum of five thousand dollars (\$5,000.00) per month, subject to the Carrier's provision and limitations.

Effective January 1, 1989, the Long Term Disability will be amended to "own occupation for two years".

Clause 4 - Life Insurance and Accidental Death & Dismemberment (AD&D)

4.01 The Corporation shall provide a Group Life Insurance plan including A.D.&D. at no cost to the employees on the active payroll who have completed three (3) months of service in the amount of twice their annual salary, the amount to be rounded up to the nearest even one thousand dollars (\$1,000.00).

Clause 5 - Dental Benefits

5.01 The Corporation shall pay the premiums to a Carrier to provide, on a cost sharing basis, eighty five percent (85%) by the Corporation, fifteen percent (15%) by the Employee, to employees on the active payroll who have completed three (3) months service, a basic dental plan to include dental recall every six (6) months, major restorative at seventy five percent (75%) (to include dentures, crowns and dental implants) to a maximum of two thousand dollars (\$2,000.00) per year, orthodontic coverage at fifty percent (50%) co-insurance for dependent children to a lifetime maximum of two thousand five hundred dollars (\$2,500.00), denture repair and re-lining, and complete dentures at fifty percent (50%) deductible.

Effective November 28, 2021:

The Corporation shall pay the premiums to a Carrier to provide, on a cost sharing basis, eighty five percent (85%) by the Corporation, fifteen percent (15%) by the Employee, to employees on the active payroll who have completed three (3) months service the following:

- (a) Basic dental plan to include dental recall every six (6) months and a maximum of sixteen (16) scaling unit per year to a maximum of one thousand five hundred dollars (\$1,500.00) per year.
- (b) Major restorative at seventy five percent (75%) (to include dentures, crowns and dental implants) to a maximum of one thousand five hundred dollars (\$1,500.00) per year.
- (c) Orthodontic coverage at fifty percent (50%) co-insurance to a lifetime maximum of two thousand five hundred dollars (\$2,500.00).

See Employee Booklet for details

Clause 6 - Health Benefits

6.01 The Corporation shall pay the premiums to a Carrier to provide at no cost to the employees on the active payroll who have completed three (3) months of service, an Extended Health Benefit plan with the following provisions:

(a) **Mandatory Generic Drug Substitution**

Mandatory generic drug substitution, unless one of the following applies:

- If the drug you are prescribed is a 'brand-drug' and there is no alternative interchangeable drug, the Benefit Plan will continue to reimburse the prescription based on the cost of the brand-name drug.
- If an individual cannot tolerate the generic drug, or it is therapeutically ineffective, medical evidence in the form of a completed "Request for Approval of Brand-Name Drug" must be submitted by your doctor, and submitted to the Benefit Provider for approval. A doctor's 'no substitution allowed' is insufficient proof to dispense the brand-drug.
- If an employee's doctor indicates 'no substitution' on the prescription, and the employee prefers to have brand-drug dispensed and a "Request for Approval of Brand-Name Drug" has not been approved; an employee can ask for the brand-name to be dispensed and pay the difference between the brand-drug and the lowest cost alternative price.

(b) **Dispensing Fees for Prescriptions**

Dispensing fee cap of eleven dollars (\$11.00).

(c) **Hearing Aids**

Hearing Aid expenses are reimbursed to a maximum of one thousand dollars (\$1,000.00) during a lifetime, subject to the Carrier's limitations.

Effective November 28, 2021

Hearing Aid expenses are reimbursed to a maximum of five hundred dollars per sixty months (\$500.00/60), subject to the Carrier's limitations.

(d) **Vision Care**

Vision Care expenses are covered up to a maximum of four hundred and fifty dollars (\$450.00) in any twenty four (24) consecutive months.

(e) **Eye Exam**

Up to one (1) eye exam in any twenty four (24) consecutive months to a maximum of eighty dollars (\$80.00).

Effective November 28, 2021

Up to one (1) eye exam in any twenty four (24) consecutive months to a maximum of one hundred and twenty dollars (\$120.00).

(f) **Chiropractic Services**

Chiropractic coverage to a maximum of five hundred dollars (\$500.00) per calendar year.

Effective November 28, 2021

Chiropractic coverage to a maximum of six hundred dollars (\$600.00) per calendar year.

(g) **CPAP Machine**

Reimbursement of one hundred percent (100%) for a CPAP (sleep apnea) machine, subject to the Carrier's limitations

(h) **Paramedical Benefits**

The following paramedical benefits will be covered to a maximum of five hundred dollars (\$500.00) per calendar year per service, subject to the Carrier's limitations:

- Acupuncturists
- Chiropodists and Podiatrists
- Homeopaths
- Naturopaths
- Osteopaths

Effective November 28, 2021

Coverage to a maximum of six hundred dollars (\$600.00) per calendar year.

(i) **Massage Therapy**

Registered massages (without the requirement of a doctor's note) covered to a maximum of five hundred dollars (\$500.00) per calendar year.

Effective November 28, 2021

Coverage to a maximum of six hundred dollars (\$600.00) per calendar year.

(j) **Physiotherapist**

Physiotherapist coverage to a maximum of one thousand five hundred dollars (\$1,500.00) per calendar year.

(k) **Orthotics**

One (1) pair per calendar year up to a maximum of four hundred dollars (\$400.00).

(l) **Psychology**

Coverage to a maximum of five hundred dollars (\$500.00) per year (includes Clinical Psychologist and Marriage/Family Therapist only)

Effective November 28, 2021

Coverage to a maximum of seven hundred and fifty dollars (\$750.00) per year (includes Clinical Psychologist, Marriage/Family Therapist, Psychotherapist, Social Worker and Psychoanalyst)

Effective January 1, 2023

Coverage to a maximum of one thousand dollars (\$1000.00) per year (includes Clinical Psychologist, Marriage/Family Therapist, Psychotherapist, Social Worker and Psychoanalyst)

(m) **Speech Therapist**

Coverage to a maximum of one hundred dollars (\$100.00) per calendar year.

Effective November 28, 2021

Coverage to a maximum of one hundred and twenty dollars (\$120.00) per calendar year.

6.02 Benefits For Active Employees Age Sixty Five (65) and Older

- (a) The employer shall provide to those employees between the ages of six five (65) and seventy (70) who are on the active payroll, life insurance in the amount of one (1) x salary and they will continue to be covered under the extended health and dental benefits plans. Coverage for Long Term Disability (LTD) will cease. At age seventy (70), the life insurance amount will change to ten thousand dollars (\$10,000.00).

- 6.03 Subject to the provision of the agreement and legislation, benefit coverage will continue only for absences due to layoff, illness, disability and Workplace Safety and Insurance Board (WSIB) compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and twenty (120) consecutive days. "Benefit Coverage" includes Life Insurance, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD), Extended Health Plan and Dental Plan. Employees who are approved for LTD will have paid benefit coverage as of the date they qualify for LTD, based on their service anniversary date as follows:

Years of Service	Duration of Benefit Coverage
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

Table 1 – Duration of Benefit Coverage in Absence while on LTD based on Years of Service

At such time that the benefit coverage ceases for any employee, for absences due to layoff, illness, disability and Workplace Safety and Insurance Board (WSIB) compensation, arrangements can be made with the employer 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.

6.04 Early Retirement Benefits

- (a) The Corporation shall pay the premiums to a Carrier to provide at no cost to those former employees who are receiving a pension through the Ontario Municipal Employees Retirement System (OMERS) plan should they retire

prior to their sixty fifth (65th) birthday and have a minimum of ten (10) years continuous service with the Corporation, the Extended Health Plan as provided to them prior to their retirement until they reach the age of sixty five (65).

The Corporation shall pay the premiums to a Carrier, on a cost sharing basis, eighty five percent (85%) by the Corporation, fifteen percent (15%) by the former employee who is receiving a pension through the Ontario Municipal Employees Retirement System (OMERS) plan should they retire prior to their sixty fifth (65th) birthday and have a minimum of ten (10) years continuous service with the Corporation, to provide the Dental Care Plan as provided to them prior to their retirement until they reach the age of sixty five (65).

- (b) The Corporation agrees that employees retiring prior to the age of sixty-five (65) and have a minimum of ten (10) years continuous service with the Corporation when requested may remain in the active group life insurance plan at the active rate of cost until they reach the age of sixty five (65). An employee must request this option prior to his/her retirement date and may maintain up to his/her current amount of life insurance at the time of retirement, provided the employee pays the premiums to the Corporation.

* The ten (10) year service threshold to qualify for early retirement benefits as referenced in a) and b) above applies to any employee hired after January 1, 2016.

6.05 Survivor Benefits

- (a) In the case of the death of an employee who is in receipt of health and dental benefit coverage, the health and dental benefit coverage will continue to be provided to spouses and eligible dependents until:
- the date the dependent is no longer a dependent, according to the definition of dependent (see Explanation of Common Insurance Terms in the benefit booklet)
 - the date similar coverage is obtained elsewhere
 - the date which is twenty four (24) months from the employee's death, or
 - the date the Group Policy terminates

Please refer to Employee Benefit booklet for further information.

Clause 7 - Pension Plan

7.01 Every employee shall join the Ontario Municipal Employee Retirement System (OMERS). The Corporation and the employee shall make contributions in accordance with the provisions of the Plan and all benefits shall be per the provisions of the plan.

Clause 8 - Vacations

8.01 The Corporation will provide the following vacation benefits:

- (a) Vacation is accrued annually for the current calendar year; therefore, vacation entitlement will be pro-rated and adjusted in an employee's first (1st) year of employment and in the year an employee leaves the Corporation. The latter scenario may result in the employee owing vacation monies back to the Corporation if too much vacation time was used prior to the employee's termination from the payroll. If an employee has overused their vacation entitlement any monies owing will be recovered first from any entitlements still owed to the employee (i.e. overtime, regular pay).
- (b) Vacation for exempt employees will be provided on the following basis as per Human Resources Policy-004 based upon years of direct municipal employment experience and/or directly related employment experience as defined below:
 - (i) **"Direct municipal employment experience"** means employment experience gained at any Canadian municipality if that experience was gained performing the same function or within the same career path leading to the employee's current position. For instance, if an employee came to work for the City as a Planner, the employee would receive credit for previous jobs working in the career path leading up to a Planner position (such as a Planning Technician or Technologist but would not receive credit for time spent at another municipality in an unrelated position, such as a Firefighter. For purposes of the foregoing, "career path" would not include experience gained as an apprentice, work-terms, co-op placements, or other student experience.
 - (ii) **"Directly related employment experience"** means employment experience gained through self-employment or other non-municipal employment performing substantially the same function as the employee's current position. For instance, if an employee came to work for the City as a Planner, the employee would receive credit for previous

jobs working as a Planner either as a self-employed private consultant or as an employee working as a Planner for a Planning Consultant.

Years of Employment Experience	Vacation Entitlement in Weeks
1 – 8	3
9 – 15	4
16 – 25	5
26 +	6

Table 2 - Vacation Entitlement based on Years of Employment Experience

- (c) 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:
1. Time off for paid sick leave as covered in this Agreement
 2. Bereavement Leave
 3. Jury Duty
 4. Pregnancy Leave
 5. Parental Leave
- (i) Notwithstanding the foregoing, time lost while in receipt of Workplace Safety & Insurance benefits either:
1. Exceeding sixty (60) working days, whether continuous or not in a vacation year; or
 2. 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.
- (ii) Pro-rating of employees on Workplace Safety & Insurance benefits under this clause will cease once the employee has returned to work and the Corporation has started to pay wages directly.

- (iii) In any of the foregoing circumstances, vacation pay entitlement shall be pro-rated taking into account the cumulative total of the period or periods of absence.

Clause 9 - Paid Holidays

- 9.01 Employees shall receive the following holidays at their regular rate of pay and any holiday proclaimed by the Federal, Provincial or Municipal Government.

New Years Day	Canada Day	Thanksgiving Day
Family Day	Civic Holiday	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for Truth and Reconciliation	Boxing Day
Victoria Day		

- 9.02 Should New Year's Day, Christmas Day, Boxing Day, Remembrance Day, Canada Day or National Day of Truth and Reconciliation fall on other than an employee's regular working day and if it is not proclaimed or observed on a regular working day, an employee shall be entitled to one (1) day of holiday with pay for that day at a time mutually agreed to by the employee and their Department Head.
- 9.03 In the event that a paid holiday falls within an employee's vacation period, the employee will have the option of being granted an extra day of vacation at a time mutually agreed upon or pay therefore, at the employee's regular rate of pay.

Clause 10 - Leaves of Absence

- 10.01 Leave of absence without pay 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 Director of the Employee's Department.
- 10.02 During personal leaves of absence greater than one (1) week, the employee will be required to pay the premiums for all insured benefits under the Agreement for the duration of the approved Leave. Failure by the employee to make contributions will mean their benefits will cease after the first one (1) week of leave.
- 10.03 **Payment for Group Health Benefits while on Paid Sick Leave:** When an employee is on paid sick leave, the employee will continue to pay the employee portion of their health/dental benefits via payroll deduction.

- 10.04 **Payment for Group Health Benefits while on Unpaid Sick Leave:** If an employee exhausts all sick leave credits and commences an unpaid sick leave, the employee will be required to pay the employee portion of their health/dental benefits, on a monthly basis, for the duration of the unpaid sick leave and/or until the Long Term Disability (LTD) eligibility date, if applicable. Arrangements of such payments will be made between the employer and the employee.

Clause 11 - Pregnancy / Parental Leave

- 11.01 Pregnancy / Parental and Adoption leaves of absence shall be in accordance with the *Employment Standards Act* and amendments thereto.
- 11.02 The employee who is granted such leave shall be responsible for maintaining the full amount of the self-pay premiums of Ontario Health Insurance Plan and the Group Benefit Plan.
- 11.03 **Pregnancy Leave EI Top-up**
- (a) Pregnancy Leave Supplementary Unemployment Benefit (New) will consist of the following:
1. Employees will be unpaid for the one (1) week Employment Insurance waiting period; and
 2. For a period up to a maximum of five (5) weeks, the employee will receive a payment equal to the difference between seventy five (75%) of the employee's regular straight time earnings and the amount of pregnancy benefits the employee is receiving from Employment Insurance ("EI"). Employees shall furnish the Corporation with proof of their EI payments.

Clause 12 - Compassionate Leave

- 12.01 Compassionate Leave will be in accordance with the Human Resources Policy-001.

Clause 13 - Bereavement Leave

- 13.01 An employee shall be granted 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, foster children, step-children, parents or step-parent.

13.02 An employee shall be granted a leave of absence of a maximum of three (3) days without loss of pay upon the death of a member of their family for the purpose of mourning.

13.03 "Family" shall mean an employee's:

- Brother or Sister
- Step Brother or Step Sister
- Spouse of Brother or Sister
- Daughter In-law
- Son In-law
- Grandparents
- Grandchildren
- Parents of Current Spouse
- Brother or Sister of Current Spouse

13.04 In cases where interment is delayed, an employee shall be provided with the opportunity of utilizing the total days allowed under this Clause for bereavement purposes and/or interment.

Clause 14 - Jury / Witness Duty

14.01 Employees who are required to serve as jurors, or subpoenaed as a witness in any court in Ontario shall be granted a leave of absence for this purpose upon application to the Human Resources Department.

14.02 Upon completion of Jury or Witness Duty, employees shall present to their Department Head a satisfactory certificate showing such period of service. Employees will be paid their full salary for the period of such Jury or Witness Duty provided they shall deposit with the Corporation, through the Human Resources Office, the full amount of the compensation received, excluding mileage and travel expense, and an official receipt therefore.

14.03 Should an employee not be selected as a juror, he/she will be required to return to his/her regular employment to complete the remaining normally scheduled workday.

Clause 15 - Miscellaneous

15.01 Financial Assistance / Educational Courses

(a) Per Corporate Policy-003 as amended from time to time.

15.02 Car Allowance / Mileage

(a) Per Corporate Policy-020 as amended from time to time.

- (b) Employees hired after January 1, 2008 will not be entitled to a daily car allowance as a “regular” driver and will only be eligible to claim the higher non-taxable per kilometer reimbursement for business travel.
- (c) Effective January 1, 2013, employees currently receiving a daily car allowance will cease to receive the daily amount and will be solely reimbursed for business travel at the standard non-taxable per kilometer rate established.

15.03 Temporary Assignments

- (a) Per Human Resources Policy-003 as amended from time to time.

15.04 Overtime / Lieu Time

- (a) Per Human Resources Policy-007 as amended from time to time.

15.05 On-Call / Call-In Policy

- (a) Per Human Resources Policy-012 as amended from time to time.
- (b) Compensation for being on-call is intended to recognize those situations where there is a strong likelihood that the employee will be contacted and/or that call-in will occur. If an employee is regularly designated as on-call, but is not contacted or required to report to the workplace, then the eligibility for on-call compensation will be reviewed.
- (c) Employees assigned to on-call rotation will be paid thirty dollars (\$30.00) per day while on-call retroactive to January 1, 2021 subject to Council approval of this amendment in Human Resources-012 On-Call/Call-In Policy for Exempt Staff.
- (d) If an employee who is on-call is unable to be contacted, fails to respond to a call or is unable to report to work when required, the on-call pay for that period will be withheld.
- (e) The parties agree to establish a Joint On-Call/Call-In Working Group for the purposes of reviewing the Human Resources-012 ON-CALL/CALL-IN POLICY FOR EXEMPT STAFF and making a recommendation to Council to repeal the policy and replace with a Human Resources Procedure under the Compensation & Benefits Policy Framework. This working group will be chaired by the Director of Human Resources and consist of three (3) members from the Organizational Leadership Team (OLT) on behalf of the Corporation and three (3) members from the Association of Professional & Administrative Employees (APAE). The On-Call/Call-In Working Group will meet within sixty (60) days post ratification and they will endeavour to reach agreement on amendments to the On-Call/Call-In policy such that a report to

Council recommending the amendments can be completed by the end of Q2 in 2022.

15.06 Salary Administration

- (a) Per Human Resources Policy-006 as amended from time to time.
- (b) The parties have agreed to establish a joint group of Corporation and APAE representatives to review all policies referenced above on a bi-annual basis. The parties agree to review the following policies prior to December 31, 2024:
 - HR-003 Temporary Assignments Exempt
 - HR-006 Exempt Employee Salary Administration
 - HR-007 Overtime Policy Exempt
 - HR-012 On Call/Call In Policy Exempt

Appendix A

APAE Hourly Rate Grid for 2021-2024

2021

1.75%

Job Level	Step 1.0	Step 2.0	Step 3.0	Step 4.0	Step 5.0
Level D	\$27.31	\$29.02	\$30.73	\$32.43	\$34.14
Level E	\$30.54	\$32.45	\$34.36	\$36.27	\$38.18
Level F	\$35.63	\$37.86	\$40.09	\$42.31	\$44.54
Level G	\$40.50	\$43.04	\$45.57	\$48.10	\$50.63
Level H	\$42.76	\$45.43	\$48.11	\$50.78	\$53.45
Level I	\$48.81	\$51.86	\$54.91	\$57.96	\$61.01
Level J	\$52.97	\$56.28	\$59.59	\$62.90	\$66.21
Level K	\$59.54	\$63.26	\$66.98	\$70.70	\$74.42
Level L	\$65.06	\$69.12	\$73.19	\$77.25	\$81.32
Level M	\$72.16	\$76.67	\$81.18	\$85.69	\$90.20

Table 3 – 2021 APAE Hourly Rates for Job Levels D-M, Steps 1.0-5.0

2022

1.75%

Job Level	Step 1.0	Step 2.0	Step 3.0	Step 4.0	Step 5.0
Level D	\$27.79	\$29.53	\$31.27	\$33.00	\$34.74
Level E	\$31.08	\$33.02	\$34.97	\$36.91	\$38.85
Level F	\$36.26	\$38.52	\$40.79	\$43.05	\$45.32
Level G	\$41.22	\$43.79	\$46.37	\$48.94	\$51.52
Level H	\$43.51	\$46.23	\$48.95	\$51.67	\$54.39
Level I	\$49.66	\$52.77	\$55.87	\$58.98	\$62.08
Level J	\$53.90	\$57.26	\$60.63	\$64.00	\$67.37
Level K	\$60.58	\$64.36	\$68.15	\$71.93	\$75.72
Level L	\$66.19	\$70.33	\$74.47	\$78.60	\$82.74
Level M	\$73.42	\$78.01	\$82.60	\$87.19	\$91.78

Table 4 - 2022 APAE Hourly Rates for Job Levels D-M, Steps 1.0-5.0

2023

1.75%

Job Level	Step 1.0	Step 2.0	Step 3.0	Step 4.0	Step 5.0
Level D	\$28.28	\$30.05	\$31.82	\$33.58	\$35.35
Level E	\$31.62	\$33.60	\$35.58	\$37.55	\$39.53
Level F	\$36.89	\$39.19	\$41.50	\$43.80	\$46.11
Level G	\$41.94	\$44.56	\$47.18	\$49.80	\$52.42
Level H	\$44.27	\$47.04	\$49.81	\$52.57	\$55.34
Level I	\$50.54	\$53.69	\$56.85	\$60.01	\$63.17
Level J	\$54.84	\$58.27	\$61.70	\$65.12	\$68.55
Level K	\$61.64	\$65.49	\$69.35	\$73.20	\$77.05
Level L	\$67.35	\$71.56	\$75.77	\$79.98	\$84.19
Level M	\$74.71	\$79.38	\$84.05	\$88.72	\$93.39

Table 5 - 2023 APAE Hourly Rates for Job Levels D-M, Steps 1.0-5.0

2024

2%

Job Level	Step 1.0	Step 2.0	Step 3.0	Step 4.0	Step 5.0
Level D	\$28.85	\$30.65	\$32.45	\$34.26	\$36.06
Level E	\$32.26	\$34.27	\$36.29	\$38.30	\$40.32
Level F	\$37.62	\$39.98	\$42.33	\$44.68	\$47.03
Level G	\$42.78	\$45.45	\$48.12	\$50.80	\$53.47
Level H	\$45.16	\$47.98	\$50.81	\$53.63	\$56.45
Level I	\$51.54	\$54.77	\$57.99	\$61.21	\$64.43
Level J	\$55.94	\$59.43	\$62.93	\$66.42	\$69.92
Level K	\$62.87	\$66.80	\$70.73	\$74.66	\$78.59
Level L	\$68.70	\$72.99	\$77.28	\$81.58	\$85.87
Level M	\$76.21	\$80.97	\$85.73	\$90.50	\$95.26

Table 6 - 2024 APAE Hourly Rates for Job Levels D-M, Steps 1.0-5.0