



Collective Agreement

Between The
Corporation of the
City of Brantford
and The
International
Brotherhood of
Electrical Workers –
Local 636, Unit 41

(Water Treatment, Wastewater
Treatment, and Distribution and
Collection)

June 1, 2020 – May 31, 2024

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THIS AGREEMENT entered into at Brantford, Ontario, this ___ day of _____, 2021

BETWEEN:

CORPORATION OF THE CITY OF BRANTFORD,
hereinafter referred to as the "Corporation"

OF THE FIRST PART and

**LOCAL 636 UNIT 41 of the INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (WATER),**
hereinafter referred to as the "Union"

OF THE SECOND PART

Article 1 - Recognition and Coverage

- 1.01 The Corporation recognizes the Union as the exclusive collective bargaining agent for all its employees within the Water Treatment, Wastewater Treatment and Distribution & Collection Divisions, save and except Supervisors, persons above the rank of Supervisors and all administrative staff, compliance staff, office staff and students hired throughout the summer months and co-op students hired during their work terms.
- 1.02 Temporary employees shall not be entitled to any rights or obligations under the Collective Agreement including but not limited to provisions respecting layoff, termination, dismissal, reduction of hours of work, overtime, meal allowances, shift premiums, bereavement leave, safety boots/clothing, medical exams for DZ licenses, operating licensing and training, except as specifically identified above.

Article 2 - Management Functions

- 2.01 The Union acknowledges that it is exclusively the function of the Corporation to: maintain order, discipline and efficiency;
- (a) hire, discharge, direct, promote, demote, lay off and suspend or otherwise discipline
 - (b) employees subject to the provisions of this agreement provided that a claim of discriminatory promotion, demotion or layoff, or that an employee has been unjustly discharged or disciplined, may be treated as a grievance procedure;

- (c) maintain and enforce rules and regulations to be observed by the employees;
- (d) generally to manage the operations and undertakings of the Corporation and, without restricting the generality of the foregoing, to determine the methods, procedures, machinery and equipment to be used, the schedules and programming of projects and to exercise all other customary functions of management.

2.02 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this agreement.

Article 3 - Relationship

- 3.01 The Corporation and the Union agree that there will be no discrimination exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union.
- 3.02 The Corporation agrees to give three (3) months' written notice to the Union of any planned technological change that may result in the reduction of the Union's work forces.
- 3.03 In the event of technological change that may result in employees being placed in a different job classification, or displaced due to lack of work, such employees will be given preferential consideration to be trained in new skills or new jobs, provided such employees have the qualifications for such training and provided such job opportunities exist.
- 3.04 All communications relating to matters arising out of this Agreement shall be addressed and delivered to the Business Representative of the Union, and his/her designate. All communications required by this Article shall be copied to the unit Chairperson.
- 3.05 The two parties to this Agreement shall establish a Labour Management Committee of four (4) members, with two (2) members from each side, which shall meet at the request of either party.
- 3.06 The Corporation will recognize a Negotiating Committee of not more than three (3) employees to represent the Union in meetings with the Corporation in negotiation of this Agreement. The Corporation will pay the employees for any normal working time lost at such meetings, up to but not including conciliation. The Union Negotiating Committee shall be accompanied by the Local Union Business Representative and/or a Representative of the International Brotherhood of Electrical Workers at any meeting.

Article 4 - Grievance Procedure

4.01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, except with respect to the discharge of a Probationary Employee, shall be dealt with in the following manner:

Informal Complaint:

When an employee has a complaint arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement, they shall first present their complaint to their Manager or designate no later than fifteen (15) working days following the date upon which they should have become aware of the circumstances which led up to the complaint. In the case of a complaint requesting a monetary settlement, the limitation shall be extended to one (1) calendar year. The Manager or designate shall have three (3) working days to verbally reply to the complaint. Failing Satisfaction, the grievance may be dealt with in the following manner and sequence:

- Step 1:** Formal Complaint Stage: An Employee wishing to present a grievance shall submit the grievance in writing to the Manager or designate, indicating the nature of the grievance and the remedy sought within five (5) working days after receiving the verbal reply to the complaint. The Manager or Designate shall meet with the Unit Grievance Committee within five (5) working days to discuss the grievance, following which a decision shall be delivered in writing within five (5) working days.
- Step 2:** If the reply of the Manager is not satisfactory to the Employee concerned, the written grievance shall be referred to the Director or designate within ten (10) working days after the reply of the Manager. The Director or designate shall meet with the Employee and members or designates of the Grievance Committee of the Union within ten (10) working days to discuss the grievance. A reply to the grievance shall be given in writing within ten (10) working days after the meeting has been held at this stage of the grievance procedure.
- Step 3:** If the reply of the Director is not satisfactory to the Employee concerned, the written grievance shall be referred to the General Manager or designate within ten (10) working days after the reply of the Director. The General Manager or designate shall meet with the Employee and members or designates of the Grievance Committee

of the Union within ten (10) working days to discuss the grievance. A reply to the grievance shall be given in writing within ten (10) working days after the meeting has been held at this stage of the grievance procedure.

4. Any of the time allowances provided in (1) and (2) of this Article may be extended by mutual agreement between the parties concerned.
 5. If a grievance is to be referred to arbitration, it shall be so referred within twenty (20) working days after the date of the reply referred to in Step 3 above.
 6. All grievances will start at step 1.
 7. The Grievance Committee shall consist of the Area Business Representative and not more than 3 from the IBEW, they can include the following: the Steward, the Grievor, and the Unit Chairperson or his/her designate, who if available shall meet at Step 2 of the Grievance Procedure.
 8. If either the Union or the Corporation claims there has been a violation or misinterpretation of the terms of this Agreement by the other party, it may state such claim in writing, which will be processed as a grievance commencing at Stage Two of the grievance procedure.
 9. Steps 1, 2 and 3 of the grievance procedure, shall be held during regular hours of work, with no loss of regular wages.
- 4.02 It is understood that Union Committee members and stewards have their regular duties to perform on behalf of the Corporation and that these will normally take pre-eminence. However, if it is necessary for a committee member or steward to attend Union business or investigate a grievance during working hours they shall not leave their workplace without first obtaining permission from their supervisor. Such permission shall not be unreasonably denied.
- 4.03 All decisions arrived at between the representative of the Corporation and of the Union shall be final and binding upon the Corporation, the Union, and the employee or employees concerned.
- 4.04 Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the grievance procedure or under Article 5.

- 4.05 Failure of the grievor or the Union to process a grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any similar grievance.
- 4.06 An employee shall have the right to request Union representation at any formal interview with management.
- 4.07 A letter of reprimand or suspension will be removed from the record of an employee twenty-four (24) months following the receipt of such letter or suspension provided that the employee's record has been discipline free for a twenty-four (24) months period.
- 4.08 With mutual agreement the Corporation and the Union utilize the services of a Grievance Mediator, satisfactory to the parties, to resolve outstanding grievances. The cost of the mediator's services will be shared on a fifty percent (50%) basis. In cases where the responding party declines mediation, the timelines to file the matter to arbitration shall commence upon the date the requesting party receives the written response of denial. In cases where the matter is not resolved to the satisfaction of the parties through a Mediator, the timelines to file for arbitration shall commence upon completion of the mediation stage.

Article 5 - Arbitration

- 5.01 Where a difference arises as to interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties, may after exhausting any grievance procedure established by this agreement, notify the other Party in writing not later than (20) working days after the expiration of the time limits defined under Step 3, of its desire to submit the difference or allegation to arbitration. When either party to this agreement requests that a grievance be submitted to arbitration, it shall make such request in writing - Correspondence on this matter will be addressed to the Unit Chair of the IBEW Local 636 Unit 41 with a copy to the Business Representative, and the Human Resources Director for the Corporation. Within five (5) working days thereafter, the party receiving the request will appoint a nominee. The two (2) nominees will attempt to select, by agreement, a third person, who will act as Chairman of the Arbitration Board.
- 5.02 If the party receiving the request for arbitration fails to appoint a nominee within five (5) working days, or the two nominees fail to agree on a third person to act as Chairman, the matter will be referred to the Ontario Labour Relations Board, which shall be requested to make the necessary appointments.

- 5.03 The grievance may be submitted to a single Arbitrator, if the parties mutually agree, as provided through the Ontario Labour Relations Board.
- 5.04 Notwithstanding the provisions for an Arbitration Board, either party may request the Minister to refer any grievance to a single arbitrator to be appointed by the Minister in accordance with the *Ontario Labour Relations Act* Section 49 (1), as amended.
- 5.05 No person may be appointed who has been involved in any attempt to settle the grievance being arbitrated.
- 5.06 Except by mutual agreement between the parties to this Agreement, no matter may be submitted to arbitration, which has not been properly carried through the grievance procedure.
- 5.07 The Arbitrator or Arbitration Board shall not be authorized to render any decision inconsistent with the terms of this Agreement, nor shall they alter, modify, add to or amend any of its provisions.
- 5.08 The proceedings will be expedited by the parties to this Agreement. A unanimous or majority decision will be final and binding upon both the Corporation and the Union but, in the case of a Board, should a majority decision not be given, then the decision of the chairman will be final and binding.
- 5.09 Each of the parties hereto shall bear the expenses of the nominee it appoints, and the parties shall jointly bear the expenses, if any, of the Chairman or the Board or the single Arbitrator.
- 5.10 Wherever arbitration Board is referred to in the Agreement, the parties may mutually agree to appoint a single arbitrator.

Article 6 - No-Strike and No-Lockout

- 6.01 The Union agrees that there shall be no strike (as defined in the *Ontario Labour Relations Act*) and the Corporation agrees that there shall be no lockout (as defined in the *Ontario Labour Relations Act*).

Article 7 - Seniority

- 7.01 During the first 6 months of employment, all employees hired on a permanent basis shall be considered on probation. Any absences from work totaling more than 10 working days in the 6 month period will extend the probationary period by an equivalent number of working days. After completion of the probationary period, the employee's name shall be credited with 6 months seniority. Where

there are concerns with an employee's performance, the probationary period may be extended up to a maximum period of 60 days worked upon mutual agreement of the parties.

- 7.02 When making layoffs and recalls of employees, departmental seniority shall apply, providing the employee has the necessary qualifications and ability to perform the work available. Prior to a layoff of regular full time employees in the bargaining unit, all summer student and temporary employees shall be laid off first, provided there are regular full time employees with sufficient skill and ability to perform the work being performed by the above individuals.
- 7.03 Any permanent employee covered by the bargaining unit who is temporarily assigned to a position outside of the bargaining unit shall retain their seniority for a period of eighteen (18) months. Employees returning to their former classifications from outside of the bargaining unit shall be granted their seniority for up to six (6) months when being reclassified back into the bargaining unit.
- 7.04 Employees shall lose all seniority and will no longer be employees of the Corporation if they:
- (a) voluntarily quit the employ of the Corporation;
 - (b) are discharged for cause, unless reversed through the grievance procedure;
 - (c) are laid off for a period of more than twelve (12) months, or are laid off for a period of one (1) month with seniority of less than one (1) year (accumulative);
 - (d)
 - (i) fail to report for work within ten (10) days after being notified by registered mail or other mutually agreed-upon method, sent to the last address registered with the Corporation to return to work following a layoff;
 - (ii) fail to notify the Human Resources Department within three (3) days after receipt of such notice of their intention to report for work;
 - (iii) fail to report for work for three (3) days without leave of absence or without notifying their immediate supervisor. If the immediate supervisor is unavailable, another supervisor in the work unit may be notified. If the employee is too ill to telephone, the employee's spouse or other emergency contact on record at the City may notify the appropriate supervisor.
- 7.05 It shall be the duty of employees to notify the Human Resources Department promptly in writing of any change of their address. If an employee shall fail to do

this, the Corporation will not be responsible for failure of a notice to reach employee's address.

- 7.06 Employees with the same seniority date shall have their seniority determined by lottery, as administered by the Union. Once seniority status has been established through the lottery it will be maintained accordingly.

Article 8 - Vacancies and Classification

- 8.01 Notices of all vacancies or new positions falling within the scope of this bargaining unit shall be posted on the Corporation's intranet and/or website for seven (7) calendar days. Eligible employees shall have an opportunity to apply. Where applicants are equally qualified for the opening, the applicant with the greatest seniority shall be given preference.

The Employer may concurrently post positions falling within the scope of this bargaining unit internally and externally. It is understood that external applicants will not be considered unless there is no qualified internal applicant.

- 8.02 The Corporation agrees to notify the Unit Chairperson prior to creating a new position, or a new classification, or where a reclassification is involved, and will notify the Business Representative of the Union of the classification of new employees.
- 8.03 Vacant positions may be posted and filled for a definite term by temporary employees for no longer than nine (9) months, up to eighteen (18) months for covering a Maternity Leave or up to twenty-four (24) months to cover a Long-Term Disability Leave. Extensions to these time limits may be mutually agreed upon by both parties. The Employer will have no obligation to consider employees already in a fixed-term assignment for temporary vacancies.
- (a) Temporary employees shall maintain membership in IBEW-local 636 as per Article 9.01 and shall pay union dues as per Article 9.03
- (b) Temporary employees will not accumulate seniority during the term of their temporary employment. However, if a temporary employee who worked for a minimum of six (6) months subsequently becomes a regular full-time employee in the same job held during the term of their temporary employment without a break in service, the parties agree that the probationary period as outlined in Article 7.01 will have been served by the same relative period of temporary employment with respect to acquiring seniority.

- (c) During the term of their temporary employment, the temporary employee will be required to demonstrate that they have the skill and knowledge required and are suitable for the position. Their performance will be reviewed regularly.
 - (d) Temporary employees are required to perform overtime when assigned. The temporary employees shall be paid for the overtime worked in accordance with the *Employment Standards Act*. Temporary employees shall not have the option of banking overtime hours.
 - (e) Temporary employees are not entitled to Employee Group Benefits and are not eligible to participate in the OMERS pension plan
 - (f) Temporary employees are not entitled to paid sick leave or any time off except as provided in the *Employment Standards Act*
 - (g) Temporary employees will receive 4% vacation pay on each pay date, in accordance with the *Employment Standards Act*
 - (h) Temporary employees will be eligible for paid statutory holidays in accordance with the *Employment Standards Act*
 - (i) Temporary employees are required to supply and wear their own safety boots. However, they will be provided with any other personal protective equipment, as deemed necessary and appropriate by the Supervisor
 - (j) Temporary employees shall be paid the Operator-In-Training (OIT) rate of pay, or the wage rate applicable to their certification level, in accordance with Schedule 1 of the Collective Agreement
 - (k) The Corporation will determine what training is required on the job and will provide such training as deemed applicable for the role of temporary employees. The expiration of the posting for which the temporary employee was hired shall not be subject to any grievance.
- 8.04 The Employer will copy the Unit Chairperson and Business Representative on the appointment letter of the new employee. If the Employer is not able to fill the vacancy or new position after three months of the posting, the Employer will update the Union of the status of the vacancy or new position.
- 8.05 When an employee claims there has been a substantial change in the duties of their position, the employee shall prepare, in writing, particulars of the change which shall be submitted to the employee's immediate Supervisor for consideration. Should the employer agree a substantial change has occurred, subject to appropriate approvals, a new wage rate may be established and the Union will be advised accordingly. Positions shall only be eligible for consideration once every 36 months.

Article 9 - Union Security

9.01 All employees who come under this agreement shall maintain membership in local 636.

9.02 A new employee shall become a member of local 636 as follows:

Probationary employees, after the satisfactory completion of their probationary period under Article 7.01 shall become regular employees and shall come under all Articles of this Agreement.

It is mutually understood and agreed upon that probationary and temporary employees may be dismissed for reasons less serious than those affecting full-time employees. Such causes shall include, but may not be limited to, matters pertaining to performance and the ability to get along with others. Before dismissing, management will discuss their intentions with the Union.

9.03 The City agrees to deduct, Union dues each pay as directed by the Union, from the wages of all employees in the Bargaining Unit, including Probationary and Temporary Employees. The City also agrees to deduct and remit an amount equivalent to the Union initiation fee from each new employee upon the successful completion of their probationary period.

The Union shall notify the City, in writing, of the amount of such dues to be deducted under this section and, provide at least thirty (30) days written notice of any changes in the amounts thereof that may be directed from time to time.

The City shall forward these deductions to the Union once each month, together with an alphabetical listing of names showing:

- a) the amount deducted from each employee;
- b) the total amount of dues deducted to date from each individual employee;
- c) all information used to determine this deduction - including but not limited to: the employee's regular hourly rate; gross earnings and; overtime.

Such remittances will be forwarded to the Union so that they are received not later than the fifteenth (15th) day of the month following the month in which the dues have been deducted.

Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).

In consideration of the deduction and forwarding of Union dues by the City, the Union agrees to indemnify and save harmless the City against any claim or

liability arising out of, or resulting from, the collection and forwarding of regular Union dues or Union initiation fees.

- 9.04 When a Union officer is away on Union business, the Corporation will pay the wages and related benefits. The Corporation will bill the Union for the cost at no administrative charge to the Union.

Article 10 - Schedule of Wage Rates

- 10.01 The Corporation agrees to pay and the Union agrees to accept for the term of this Agreement the Schedule of hourly wage rates attached hereto as Schedule 1.
- 10.02 Probationary and temporary employees will be paid in accordance with Schedule 1 of this Agreement and in accordance with the terms of the *Employment Standards Act*. Temporary employees shall be paid as per Article 8.03.

Article 11 - Hours of Work and Overtime

Due to the extraordinary responsibilities of the Corporation to maintain service affecting the public welfare, all employees shall be prepared to render service in other than normal working hours at applicable prevailing rates of pay for emergencies. It is understood that the Corporation will accept reasonable explanations to be absent from such overtime. The Corporation will manage the operational needs to ensure emergency service is rendered.

11.01

(a) All Employees Except Water & Wastewater Treatment Plant Operators

The hours of work for all employees except Water & Wastewater Treatment Plant Operators, will be 0800 hours to 1600 hours, five (5) days a week, Monday to Friday during which a twenty (20) minute paid lunch will be allowed. This will be at a natural job break and on the job site.

Employees in transit from job site to job site will be allowed to stop at designated areas within their work area. Designated areas may include employee's home, restaurants, public service centre or other areas mutually agreeable to the employee affected and their Supervisor or designate.

(b) Water Treatment Plant Operators

Shifts for Water Treatment Plant Operators in the Water Department shall be 0600 hours to 1800 hours and 1800 hours to 0600 hours daily or as revised from time to time by mutual consent. The standard workweek for Water Treatment Plant Operators in the Water Department will be as follows:

1. Based on three (3) days worked followed by three (3) days off, Water Treatment Plant Operators will normally work three (3) twelve (12) hour shifts for three (3) weeks and four (4) twelve (12) hour shifts for three (3) weeks in a six (6) week cycle and will be paid based on this regular schedule.
2. At times, Water Treatment Plant Operators designated as Assistant or Relief Operators will be expected to work other shifts as needed instead of, or in addition, to their regular shifts, provided they receive four (4) weeks notice and do not already have approved vacation for the shifts asked. Shifts in addition to their regular shifts will be paid or banked at the applicable-rate of pay.

It is understood between the parties that the four (4) week notification does not apply when Water Treatment Plant Operators are needed and requested to backfill for staff absent due to illness, bereavement or other unplanned situation. In these situations, Operators will be paid or banked at the applicable overtime rates.

3. Water Treatment Plant Operators working 0600 hours to 1800 hours on a Paid Holiday or the 1800 hours to 0600 hours shift leading into the Paid Holiday will be paid one and a half (1.5x) times the hours worked plus they will bank twelve (12) hours in their Stat Bank account. All others will bank a twelve (12) hour stat day.
4. Authorized overtime performed by Water Treatment Plant Operators shall be on the same basis as for employees stated in clause 11.02.

A shift premium shall be paid to Water Treatment Operators who are required to work on continuing rotating shifts at the rate of one dollar and fifty cents (\$1.50) per hour 1800 hours to 0600 hours, effective June 1, 2020.

5. All full day absences due to sickness, bereavement, statutory or bonus days or vacation days taken will be based on the employee's normally scheduled hours of work on the day(s) in question.
6. Water Treatment Plant Operators unable to report for their regular shift due to sickness or other emergencies shall give the OIC on duty a minimum of four

(4) hours notice. The OIC on duty must inform Management as soon as possible regarding decisions for substitutions.

(c) Wastewater Treatment Plant Operators

The hours of work for all Operators in the Wastewater Treatment Operations will be 0800 hours to 1600 hours, five days a week during which a twenty (20) minute paid lunch will be allowed normally this will be at a natural job break and on the job site.

Hours worked on Saturday will be banked at 1.5x and hours worked on Sunday will be banked at 1.5x time for the first hour and 2x for all hours thereafter. There shall be no maximum on this weekend bank and is not eligible to be paid out. A maximum of 40 hours may be carried forward to the next calendar year. If it is identified that greater than 40 hours would be in the bank as of December 31 of any year, the Corporation will schedule days off at the Corporation's discretion.

On a rotating weekly basis:

1. Two (2) Wastewater Treatment Operators will work regular hours Monday to Friday and;
2. One (1) Wastewater Treatment Operator will work regular hours Monday to Friday and Saturday (0800 – 1200) and Sunday (0800 – 1200)
3. Hours worked on Saturday will be banked at 1.5x and hours worked on Sunday will be banked at 1.5x time for the first hour and 2x for all hours thereafter. There shall be no maximum on this weekend bank and is not eligible to be paid out. A maximum of 40 hours may be carried forward to the next calendar year. If it is identified that greater than 40 hours would be in the bank as of December 31 of any year, the Corporation will schedule days off at the Corporation's discretion.
4. In the event shifts need to be modified for operational reasons, Wastewater Treatment Operators will be provided no less than seven (7) calendar days' notice. Overtime will not apply.
5. It is understood between the parties that the seven (7) calendar days' notification does not apply when Wastewater Treatment Operators are needed and requested to backfill for staff absent due to illness, bereavement or other unplanned situation. In these situations, with less than 24 hours' notice, Wastewater Treatment Operators will be paid at overtime rates only for the first shift.

6. Wastewater Treatment Plant Operators unable to report for a weekend shift due to sickness or other emergencies shall give the Supervisor a minimum of four (4) hours notice.

11.02 Overtime

Authorized work performed in excess of employee's standard work day shall be paid at the rate of time and one half of the employee's regular rate for the first hour and double the employee's rate for all additional hours until relieved.

- (a) Authorized overtime performed by any employee on a Saturday will be paid at the rate of time and one half the employee's regular rate for the first hour and double the employee's regular rate for hours worked after the first hour.
- (b) Authorized overtime work performed by any employee on Sunday shall be paid at the rate of double the regular hourly rate.
- (c) Authorized overtime work performed on a Paid Holiday by an employee shall be paid at the rate of double the regular hourly rate in addition to any Paid Holiday pay to which the employee may be entitled.
- (d) The Corporation will offer overtime, planned or unplanned, to all competent employees normally doing the work, beginning with the employee who has the least overtime for the year to date, through to the employee who has the most, provided the employee is qualified to perform the work until the required staffing is met. The list of employees will be updated as part of the time and attendance process. Each January 1st the list will be reset and commenced on seniority order. Employees missed for overtime calls shall be called first on the next call out.
- (e) All overtime exceeding four (4) hours, planned twenty-four (24) hours in advance, shall be treated as a normal workday with the exception that the time will be paid at appropriate overtime rates.
- (f) All employees, not on standby, who are requested to respond to an emergency, are required to be present in accordance with the Collective Agreement at the location designated within thirty-five minutes of the conclusion of the telephone call advising them of the location, they are to report to for the emergency, following posted speed limits and traffic signals and signs.

11.03 The hours of work shall be scheduled in accordance with work requirements by the Corporation subject to the approval of the Union. Such approval will not be unreasonably withheld.

11.04 Rest Periods

- (a) Employees called in to respond to emergency work and working six (6) hours or more between 6 p.m. and 8 a.m. preceding a regular scheduled shift, will be entitled to an eight (8) hour rest period prior to the start of their next shift, up to eight (8) hours of which will be paid time off at the employees regular earnings.
- (b) Minimum call-outs do not apply. The above is for worked time only.
- (c) The relief period shall consist of an absence of eight (8) hours from the job, except under extenuating circumstances where the relief period may be less than eight (8) hours when mutually agreed upon by the employee concerned and the Corporation.

11.05 Employees, will have the option of banking up to eighty (80) hours in their overtime bank (at the appropriate overtime rate) to be taken in each calendar year, which if not taken by January 31st of the following year will be paid out by the 1st pay period in the month of February of the following calendar year or as soon as possible in the month of February.

11.06 All employees may be required to work in both the Water and Wastewater facilities when required by the Corporation.

Article 12 - Standby Duty and On Call

12.01 Due to the extraordinary responsibilities of the Corporation to maintain service affecting the public welfare, all employees shall be prepared to render service in other than normal working hours at applicable prevailing rates of pay for emergencies and qualified and eligible employees must take their turn as standby duty.

- (a) Employees on standby duty in accordance with the Collective Agreement are required to be present at the location of the standby call within twenty-five minutes of the conclusion of the telephone call advising them of the location of the standby call, following posted speed limits and traffic signals and signs.
- (b) The Employer shall provide a vehicle to one of the employees from each roster on standby duty expected to respond in accordance with paragraph a).

12.02 The current requirement for standby duty are as follows:

i. Distribution/Collection OIC

One qualified eligible employee shall be assigned weekly for standby duty from a roster of five (5), signed by seniority from the Water Distribution and Wastewater Collection Division, tour to start Friday 1600 hours. This position cannot be combined with ORO standby duty.

If temporary relief of the standby duty is required (night, weekend or the complete week) it will be offered to a qualified operator based on the overtime list starting with the least accumulated amount of overtime hours worked in the current year to date, to the employee who has the most accumulated overtime hours worked. The list will be updated weekly and will identify the qualified Operators. In the event that all employees decline the standby, the qualified Employee with the least seniority shall be assigned the Standby.

Employees assigned for Standby Duty for the week shall also be assigned Standby Duty on a Paid Holiday if it occurs during the period from 2400 hours the Wednesday immediately preceding the assigned week until 2400 hours the Wednesday immediately following the assigned week.

Distribution/Collection ORO

One qualified eligible employee shall be assigned weekly for ORO standby duty from a roster of no more than seven (7), signed by seniority from the Water Distribution/ Wastewater collection Division, tour to start Friday 1600 hours. This position cannot be combined with the OIC standby duty. The pay will be the normal standby duty rate plus a premium of \$3.00 an hour for the ORO standby as of June 1, 2020.

The ORO if requested to respond to an emergency, are required to be present in accordance with the Collective Agreement at the location designated within thirty-five minutes of the conclusion of the telephone call advising them of the location, they are to report to for the emergency, following posted speed limits and traffic signals and signs.

Employees assigned for ORO Standby Duty shall assist with the OIC standby duty when required.

If temporary relief of the standby duty is required (night, weekend or the complete week) it will be offered to a qualified operator based on the overtime list starting with the least accumulated amount of overtime hours

worked in the current year to date, to the employee who has the most accumulated overtime hours worked. The list will be updated weekly and will identify the qualified Operators. In the event that all employees decline the standby, the qualified Employee with the least seniority shall be assigned the Standby.

Employees assigned for Standby Duty for the week shall also be assigned Standby Duty on a Paid Holiday if it occurs during the period from 2400 hours the Wednesday immediately preceding the assigned week until 2400 hours the Wednesday immediately following the assigned week.

ii. Maintenance

Water: One qualified eligible employee shall be assigned weekly standby duty from a roster of four (4), at the water treatment plant and reservoirs signed by seniority from the Maintenance section, tour to start Friday 1600 hours.

Employees assigned for standby duty for the week shall be assigned Standby Duty on a Paid Holiday if it occurs during the period from 2400 hours the Wednesday immediately preceding the assigned week until 2400 hours the Wednesday immediately following the assigned week.

Wastewater: One (1) qualified employee shall be assigned weekly standby duty from a roster of four (4). The on call schedule will be from Monday 1600 hours to the following Monday at 0800 hours.

When a Paid Holiday falls on a Monday, the employee on standby duty is required to continue providing standby duty until Tuesday at 0800 hours.

iii. Wastewater Treatment Operators

One (1) qualified employee shall be assigned weekly standby duty from a roster of three (3). The on call scheduled will be from Monday 1600 hours to the following Monday at 0800 hours.

When a Paid Holiday falls on a Monday, the employee on standby duty is required to continue providing standby duty until Tuesday at 0800 hours.

12.03 Employees shall be eligible for standby pay of \$2.70 per hour for all hours in which they are assigned standby duty (1600 hours until the following morning at 0800 hours).

Paid Holiday from 0800 hours in the morning to 0800 hours the following morning two dollars and seventy cents (\$2.70) per hour, plus time and one half

for the overtime hours worked between 0800 hours to 1600 hours. Double time shall apply at all other overtime hours. Minimum call out shall pay two (2) hours at the applicable overtime rate. Minimum call out shall apply only to the first call out occurring within the two (2) hour period.

An employee shall be allowed one day off when assigned to standby on a Paid Holiday.

- 12.04 Employees other than those assigned to standby duty in Clause 12.02 when required for standby duty shall be paid at the rate and conditions of Clause 12.03.
- 12.05 The Corporation will provide and pay for a mobile device for an employee when the employee is performing on standby duty.
- 12.06 The hours specified in this article for standby duty may be changed by mutual consent of the Corporation and the employees concerned.
- 12.07
- (a) Employees who are required to provide services or consultations over the phone while on stand-by (without returning to the site) shall be entitled to a minimum of fifteen (15) minutes' pay for a call received while the employee is providing a service or consultation while on standby. This time shall be paid at one and one-half (1.5) the employee's regular hourly rate per call for the first fifteen minutes of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate, but in fifteen (15) minute increments. The employee will complete and maintain a record of calls for each standby shift. A call received during a fifteen-minute period following an earlier call will be considered a continuation of the earlier call, for the purposes of payment.
- (b) Phone services or consultations provided during standby shifts are not call-outs.

Article 13 - Premium – Shift Workers

- 13.01 A shift premium shall be paid to employees who are required to work on continuing rotating shifts at the rate of one dollar and fifty cents (\$1.50) per hour 1800 hours to 0600 hours.
- 13.02 A shift premium shall be paid to Water Treatment Plant Operators who are required to work on continuing rotating shifts at the rate of one dollar and fifty cents (\$1.50) per hour 1800 hours to 0600 hours, effective June 1, 2020.

- 13.03 Employees who are called out for work shall be paid the minimum of two (2) hours at applicable overtime rates for such call outs, for which payment up to two (2) hours' work may be required. Elapsed time between calls eligible for minimum call out shall be more than two (2) hours.
- 13.04 No overtime payment or standby pay shall be made during scheduled working hours.
- 13.05 When employees are called out for work less than two (2) hours before regular working hours, regular overtime rates will apply, with no minimum.

Article 14 - Temporary Transfers and Reassignments

- 14.01 Whenever a group of three (3) employees are required to perform construction or maintenance work on plant without continuous supervision for four (4) hours or more, one (1) employee shall be assigned as a lead hand and shall be paid the lead hand rate in Schedule 1 of their department.
- Whenever a group of four (4) or more employees are required to perform construction or maintenance work on plant without continuous supervision for four (4) hours or more, one (1) employee shall be assigned as a Sub foreperson and shall be paid the Sub-foreperson rate in Schedule 1 of their department.
- 14.02 An operator, authorized to relieve an operator at the Water treatment plant, shall be paid at an operator's regular hourly rate for such work so performed. Only one operator will receive the OIC rate per shift. Four (4) regularly assigned OIC's shall not suffer a reduction in their wage rate as a result of any shift schedule.
- Re-assignment of the assigned OIC's (above) may result from failure to perform duties according to Water Regulations and/or City standards.
- When any of the four (4) incumbent OICs leave the organization, they will be replaced as regular Water Treatment Plant Operators.
- 14.03 Each Water Treatment Plant shift will have an assigned Overall Responsible Operator (ORO) designated by management. The ORO on shift will also assume the responsibility of OIC for that shift. In the event that there is only one (1) Operator on shift, who does not hold the required operator certification level, the Lead Hand-Treatment or qualified employee in the Maintenance Division who is on call will be appointed the ORO.
- 14.04 Employees assigned to the ORO will receive a premium of \$3.00 for each designated hour.

Article 15 - Meal Allowance

Meal allowances as outlined in this article do not apply to planned overtime in accordance with article 11.02.

- 15.01 Water Treatment Operators required to work at least one (1) hour immediately before the start of their normal 12-hour shift will be entitled to an \$12.00 meal. An \$12.00 meal allowance will be paid for the first hour of overtime after their regularly scheduled 12-hour shift and for each four (4) hour period thereafter. No time will be allowed.
- 15.02 All other employees required to work one (1) hour or more before their normal starting time shall be allowed an \$12.00 meal on Corporation time.
- 15.03 All other employees required to work two (2) hours or more immediately after their shift shall be allowed an \$12.00 meal allowance.
- 15.04 All employees required to work four (4) or more hours continuous overtime shall be entitled to a meal of value \$12.00 on Corporation time for each four (4) hours worked.

Article 16 - Paid Holidays

- 16.01 All permanent shall be paid eight (8) hours for the following Paid Holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, half day before Christmas Day, Christmas Day, Boxing Day, and half day before New Year's Day, plus a floating day which may be taken at a time mutually agreed by the employee and supervisor.
- 16.02 Employees other than Water Treatment Plant Operators, whenever any of the above Paid Holidays falls on Saturday or Sunday, it shall be observed on the following Monday, unless a day is set aside by Government or Local Order, or as mutually agreed.
- 16.03 Employees other than Water treatment Plant Operators and Wastewater Treatment Plant Operators required to work on Paid Holidays, with the exception of those indicated in 12.02 will be paid for all hours worked at the rate of double time which payment shall be in addition to any holiday pay to which the employee may be entitled.
- 16.04 In order to receive payment for a Paid Holiday, it will be necessary for an employee to be present on the working day preceding said holiday and the

working day immediately following, except where permission is obtained to the contrary or where sickness occurs.

16.05 An employee will be paid for a holiday provided the employee works the full scheduled shift before and the first full scheduled shift after such holiday, if scheduled to work, unless the employee is absent from work due to sickness approved in accordance with the sick leave plan, or is otherwise absent with approval of the City.

16.06 If one of the above Paid Holidays falls on a weekday included in an employee's annual vacation period, then another vacation day with pay shall be allowed. This other vacation day with pay shall be determined by the Corporation at the employee's request.

Vacation time will only apply to hours when the employee would regularly be scheduled to work and a request to take the time off as vacation time has been approved. Statutory/paid holidays will be coded as paid holidays only.

16.07 Paid Holidays – Wastewater Treatment Operators –

- (a) When a Wastewater Treatment Operator is working on an Observed Paid Holiday from 0800 to 1600 hours, they will be paid double (2.0x) their regular hourly rate for the hours worked.
- (b) When a Wastewater Treatment Operator is on standby on an Observed Paid Holiday from 1600 hours to 0800 hours, the standby premium will be paid at the regular applicable rate, save and except for when call-back pay applies. The Wastewater Treatment Operator will also bank eight (8) hours in their Stat Bank account at their regular hourly rate of pay.
- (c) A Wastewater Treatment Operator who works their regular shift and who is on standby on an Observed Paid Holiday will only be eligible to bank one (1) day in lieu of the paid holiday at their regularly hourly rate of pay, inclusive of the 8 hours identified in b above, and will not be eligible for standby premium pay during their regular shift hours.
- (d) A Wastewater Treatment Operator who works their scheduled shift on a Paid Holiday that falls on a Saturday or Sunday, will have the time worked added to their weekend bank at straight time.
- (e) All other Wastewater Treatment Operators shall observe and be paid for the Observed Paid Holiday as per Article 16.
- (f) There shall be no pyramiding of any other premiums covered by the collective agreement.

Article 17 - Vacations

17.01 New Employees shall be entitled to one (1) day of vacation with pay at the employee's regular hourly rate for each complete month of service between the employee's start date and December 31 of the first vacation year to a maximum of ten (10) days.

Employees on the active payroll with one (1) full year's continuous service shall be entitled to two (2) weeks vacation with pay in the year in which the one (1) year of service is completed and thereafter.

Employees on the active payroll with four (4) years continuous service shall be entitled to three (3) weeks vacation with pay in the year in which the four (4) years service is completed and thereafter.

Employees on the active payroll with ten (10) years continuous service shall be entitled to four (4) weeks vacation with pay in the year in which the ten (10) years service is completed and thereafter.

Employees on the active payroll with sixteen (16) years continuous service shall be entitled to five (5) weeks vacation with pay in the year in which the sixteen (16) years service is completed and thereafter.

Employees on the active payroll with twenty-five (25) years continuous service shall be entitled to six (6) weeks vacation with pay in the year in which the twenty-five (25) years service is completed and thereafter.

17.02 The vacation period for each employee shall be determined by sign up, seniority to prevail. The vacation sign up shall be posted and completed by January 31st in each year in each department and shall be approved by the Supervisor by February 7th.

Vacation requests for the period of January 1 – February 7th will be considered on a first come first serve basis and a response will be provided within two (2) weeks. Seniority will not apply during this time period.

17.03 Vacations taken within a specific week will be paid based on employee's regularly scheduled hours of work.

17.04 No vacations will be allowed which interfere with the Corporation's satisfactory maintenance of its services to the public in all departments and the Corporation shall be the sole judge of the number of employees and the classifications that shall be allowed holidays at any one period. Every effort will be made by the Management and Corporation to provide vacations to the convenience of the employees.

17.05 When an employee takes vacation between November 15 and December 31, or between January 1 and April 1, the employee shall be entitled to one (1) additional day's pay, or one (1) additional Paid Holiday, per week of vacation taken during the above mentioned periods. The additional Paid Holiday shall be taken consecutively with the vacation in question.

An employee may request to have the earned additional day's pay paid out on their next pay, rather than taking the additional day's pay consecutively with the vacation where it is earned.

17.06 Vacation is accrued annually for the current calendar year. Vacation entitlement will be pro-rated and adjusted in the year an employee voluntarily leaves or is terminated from the Corporation. This may result in the employee being paid out for unused vacation entitlement or owing vacation monies back to the Corporation. If an employee has overused their vacation entitlement any monies owing will be recovered first from any entitlements still owed to the employee (ex. overtime, regular pay).

17.07 Accumulated Paid Holidays will be used before vacations except between November 15 and December 31 and between January 1 and April 1.

All vacations earned for any given calendar year shall be used by the employees no later than January 31st of the following year.

Any such vacations taken during the month of January of the following year shall be paid at the appropriate rate of pay in effect in December of the vacation calendar year.

In cases of extended leave requirements for foreign travel, etc., an employee may request in writing to the Supervisor/Superintendent a carry over of vacations from one vacation year to the next.

Article 18 - Health Insurance

The Corporation agrees to pay a Carrier the premium costs of the Insurance Plan Premium in effect as of the date of this Agreement for the following benefits for employees with three (3) months of continuous service with the Corporation.

18.01 The Corporation agrees to provide the following:

- a) Manulife Semi-Private Hospital Plan,
- b) Manulife Drug Prescription Plan (\$2.00 deductible);

- c) Manulife Dental Plan No. 7 and Rider 1 covering root canal,
Basic dental plan to include recall every nine (9) months,
Crowns and Bridges included at 50% co-insurance to a maximum of \$1,500/year,
Orthodontic coverage at 50% co-insurance for dependent children to a lifetime maximum of \$2000;
Effective January 1, 2017 implants are added to dental coverage
- d) Manulife Vision Care plan to a maximum of \$325.00/two year period, and eye Exams up to \$85 every 24 months; Effective January 1, 2014 vision care increased to \$400/two years.
Effective January 1, 2017 eye exams are increased to \$120.00 every two years
- e) Manulife Physio Therapy \$1,000 annually. Effective January 1, 2014 physio increased to \$1,500 annually.
- f) Manulife Extended Health Care Plan (deductible \$10 single/\$20 family);
- g) Manulife Deluxe Travel Plan for all employees who have completed ninety (90) days of their probationary period.
- h) Effective January 1, 2017 Manulife massage therapy coverage of \$500 per year and remove \$15.00 per visit cap;
- i) Effective January 1, 2017 Manulife mandatory generic drug substitution with appeal.

It is understood that the employees' portion of the E.I. rebate will be used to provide for the ODA Schedule and additional benefits (dental only) as agreed to in this contract.

The Corporation may substitute a plan underwritten by a carrier other than Manulife provided such a plan provides similar or better coverage. The permission of the Union is required but will not be unreasonably withheld.

18.02 Employees still working after the age of 65 up to and until age 70 will be provided with the following benefits only:

Life Insurance – 1X annual salary;

Manulife Extended Health Plan

- Prescription Drugs - \$2.00 deductible per prescription
- Paramedical Services
- Semi private coverage
- Vision care
- Deluxe travel

Manulife Dental Plan 7

- as per Article 18.01 (c)

18.03 In the case of retirement due to total and permanent disability not covered by Workers' Compensation, after a minimum of twenty (20) years' service with the Corporation and after the age of 55 years, the Corporation agrees to pay 100 per cent of the cost of the Maritime Life Extended Health Care Plan, the Maritime Life Dental Plan No. 7 and Rider 1 covering root canal at the ODA fee schedule in effect at the time of retirement.

18.04 In the case of retirement prior to age 65 if the employee is 55 years of age or older and eligible for early retirement under the OMERS pension plan, the Corporation agrees to provide a Special Retirees Benefit Plan until the employee reaches age 65. Should the employee die prior to age 65 and while in receipt of these health benefits the employee's spouse shall continue to receive the benefits until the date at which the employee would have been 65 years of age or until remarriage of the spouse, whichever is sooner.

For employees hired after January 1, 2017.

A full-time employee who retires from the Corporation prior to age 65, with ten (10) years of continuous employment with the Corporation, and is in receipt of a pension from OMERS, is eligible for the Special Retirees Benefit Plan.

- a) For the purposes of the above noted plan, in addition to the retiree only one (1) spouse will be eligible at any time;
- b) These benefits will terminate on the last day of the month in which the retired Employee attains the age of 65. Should the employee die prior to age 65 and while in receipt of these benefits the employee's spouse shall continue to receive benefits until the date at which the employee would have been 65 years of age or until remarriage of the spouse, whichever is sooner.

NOTE: Special Retirees Benefit Plan as attached to this memorandum of agreement – Appendix 1.

- 18.05 The employees' portion of the E.I. rebate shall be used to provide the ODA schedule as set out in 18.01. In the event that the E.I. rebate is no longer available, it is agreed that the ODA schedule shall be reduced by the employees' portion. The Corporation agrees that the reduction will not be more than one year from the year currently in force.
- 18.06 The employer shall pay 100% of premium cost to provide to all full time employees who have completed three (3) months of service and are on the active payroll, basic life insurance coverage in the amount of two (2) times their regular earnings, the amount to be rounded up to the nearest one thousand dollars (\$1,000) until the employee reaches the age of 65 or retires, whichever comes first. Optional Group Life Insurance for employees, spouses and dependents will be made available with the employee paying the premiums and subject to the carrier's limitations.
- 18.07 At the completion of ninety (90) days' of their probationary period, the life insurance plan benefits will be effective.
- 18.08 The Corporation agrees to a Long Term Disability Plan for all I.B.E.W. full-time employees, to be 100% paid by the Corporation. The LTD will be based on 75% of the employee's base rate, up to a maximum of \$3,000.00 per month.

Article 19 - Sick and Accident Benefit

- 19.01 Any employee who has completed ninety (90) days of the employees probationary period and is in the active employ of the Corporation shall be credited with one and one half days of sick pay for each month of service with the Corporation for the duration of this agreement. Employees hired after June 1, 2021 shall accrue a maximum of 6 months of sick time.
- 19.02 For each day that an employee is absent due to sickness, one day's pay shall be paid when available and deducted from the employee's accumulated sick pay credits.

The first day of the third occasion, and the first day of each occasion of sickness thereafter within a calendar year, for which occasion no doctor's certificate is presented, will not be paid nor deducted from the employee's accumulated sick pay credits. Medical doctor, dentist or Workplace Safety & Insurance Board appointments do not count as occasions unless they require an employee absence of two (2) hours or more. For a series of such appointments for previously arranged therapy, the employee must provide their supervisor with a certified list of appointments. Wherever possible, the employee shall try to arrange appointments at the beginning or end of their workday.

Employees will be paid a maximum of forty hours in any pay period during which they are sick, with the exception of shift workers which will be hour for hour.

19.03 During the period that an employee of the Corporation is receiving payment from the employee's sick pay credits, the Corporation may at its own discretion have an employee examined by the Corporation's physician. Employees who have been absent from work due to accident or sickness for a period longer than three (3) working days shall be required to produce a medical certificate proving physical fitness to return to work or provide medically supported restrictions/limitations that may require accommodation.

19.04 In accordance with the *Employment Standards Act*, the corporation reserves the right to request medical documentation substantiating an absence for illness.

19.05 This sick leave plan is not applicable when the disability of the employee comes under the provision of the Workplace Safety & Insurance Board.

When the Corporation receives sufficient, appropriate medical documentation regarding an employee's inability to work due to a work related injury, they will continue the employee's regular pay and subsequent WSIB payments will be directed to the City. The "top up" portion of the regular pay will be deducted on a pro-rata basis from the employee's sick leave accumulation and if the sick leave accumulation declines to zero then the top up ceases.

If the employee fails to co-operate with the Corporation then the Corporation has the right to suspend the regular pay provided as above and provide only the "top up" (as outlined above) and only after the employee is in receipt of Workplace Safety & Insurance Board Benefits as per the Collective Agreement.

19.06 In accordance with the requirements of Human Resources Development Canada's E.I. Premium Reduction, and for the purpose of clarification of the current sick leave plan the following is mutually understood: Payment of benefits can only cease on the date of layoff or separation where the disability started within the two months preceding this date, and that notice of layoff or separation was given prior to the beginning of the disability. In all other situations relating to layoff or separation, benefits must be paid for the lesser of the duration of the disability, the utilization of all accumulated sick days, or 15 weeks.

19.07 Family Emergency Illness

An employee shall be allowed to use sick leave accumulation up to a maximum of sixteen (16) hours for absences due to illness of a spouse, child or parent. For a one (1) day 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 absences shall be

deducted from the sick bank but shall not be counted as absences under Article 19.02. It is expressly understood that the provisions of this article are intended for emergency illnesses. An employee shall not be guaranteed payment for such leave of absence should they be aware of scheduled treatment which requires hospital confinement five (5) calendar days prior to such confinement.

Article 20 - Pensions

- 20.01 Eligible employees shall join the Ontario Municipal Employee's Retirement System Plan (O.M.E.R.S.). The Corporation and the employee shall make contributions in accordance with the provisions of the O.M.E.R.S. Plan.
- 20.02 Any employee wishing to retire must indicate their irrevocable intention in writing to the Director of Human Resources no later than two months (2) before the retirement date. The Manager or their designate has the right to accept or reject postponement of the retirement date if later requested by the employee.

Article 21 - Bereavement Leave

- 21.01 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 or brother of spouse.
- In cases where internment is delayed, an employee shall be provided with the opportunity of utilizing the total days allowed under this Article for bereavement purposes and/or internment.
- 21.02 In the case of death of the employee's aunt or uncle employees shall be granted leave of absence with pay to compensate for time lost, not to exceed one (1) day, to attend the funeral.
- 21.03 On request and at the Manager or designate's discretion, employees shall be allowed time off without pay while serving as pallbearer at a funeral.

- 21.04 All payments for bereavement leave shall be subject to the approval of the Manager or their designate and will be conditional upon the employee attending the funeral.
- 21.05 Bereavement under Clause 21.01 which occurs during an employee's paid vacation may replace the paid vacation for the duration of the bereavement leave subject to the approval of the Manager or their designate.

Article 22 - Leave of Absence

- 22.01 Leave of absence may be granted for legitimate personal reasons (which shall include leave of absence for two delegates on Union business not to exceed twenty one (21) days in any year for each) on written request to the Corporation. It is understood that any leave of absence is subject to reasonable notice being given to the Corporation. In the event any such leave of absence is not used for the purpose granted, the employee is subject to dismissal. Leave of absence will not be granted nor extended beyond a period of three (3) months and it is understood that no leave of absence will be considered by the Corporation which interferes with regular operation or which requires the performance of additional overtime work.
- 22.02 The Corporation's share of all payments of any nature ordinarily made on the employee's behalf will cease during the period of any leave of absence, except as specifically provided in this agreement. This clause shall not apply to Union delegates on leave of absence as provided in 22.01.
- 22.03 The Corporation agrees to reimburse employees for loss of pay less court stipend for appearance for jury duty or subpoenaed as a witness. If any employee is dismissed by the bench in the course of normal working hours, the employee shall report for duty within one hour to their supervisor. Failure to do so will result in the assessment of the absence as "leave of absence without pay".
- 22.04 Employees who qualify for maternity/parental leave, and who have completed thirteen (13) weeks continuous employment with the Company, shall be granted leave in accordance with the provisions of the *Employment Standards Act of Ontario*. An employee will continue to accrue seniority while on leave of absence for maternity/parental leave.

Article 23 - Extreme Weather Conditions

23.01 Employees will not be required to perform their regular duties during extreme weather conditions unless an emergency exists. When employees are pulled off the job by the supervisor due to extreme weather conditions they shall be assigned other duties as required. No time shall be lost through adverse weather conditions.

Article 24 - Uniforms and Protective Clothing

24.01 Rainwear, including rubber boots, pants, hats, coveralls and gloves shall be supplied where required, by the Corporation.

Such equipment and uniforms to be supplied on an as required basis or to a schedule as set out by the Corporation.

24.02 The Corporation will provide on an annual basis between January 1st and March 31st a reimbursement, upon presentation of a receipt, towards the purchase of Canadian Standards Association (C.S.A.) approved footwear up to the following limits denoted below:

Effective January 1, 2021 increase to Two Hundred and twenty-five (\$225.00) Dollars including all taxes annually for all employees covered under the collective agreement. One additional pair of boots will be made available for employees whose first pair of boots are in a state of disrepair for an additional two hundred and twenty-five dollars (\$225.00) as approved by management.

24.03 The Corporation will assume the cost of safety lenses for employees who are required to wear prescription glasses.

Article 25 - Driving Tests

25.01 The Corporation will assume the cost of medical exams, Z-Endorsement renewals and driver test (one time) for employees that require a valid DZ Ontario Driver's License as part of their employment. If necessary to be taken during regular working hours, scheduling of time off with pay for driver's test will be granted at the discretion of the employee's Supervisor. Class G Ontario Driver's Licenses are not covered under this Article and must be obtained prior to being hired by the City.

Article 26 - Tools and Equipment

26.01 All authorized tools required to do the work shall be supplied by the Corporation.

Article 27 - Safety

27.01 Recognizing its responsibilities under the applicable legislation, the Corporation agrees to accept as members of its Occupational Health and Safety Committee, up to two (2) representatives appointed by the Union. Subject to legislation, the Committee shall meet no less than once every three (3) months, unless the Committee agrees otherwise.

27.02 No employee is required to use defective equipment, or commit any act that the employee considers unsafe, but is required to immediately report to the Supervisor any such defective equipment. All Corporation equipment that becomes defective will be replaced or repaired by the Corporation and remain the property of the Corporation. Safety meetings shall be held on a regular basis agreed with management and the Union Health and Safety Committee.

Article 28 - Progression Schedules

28.01 The Classification and step progression for Distribution Operators and Treatment Plant Operators in Schedule (1) are based on the M.O.E. levels of certification.

28.02 Progression in all other classifications shall be on an annual basis providing successful completion of all training required at each level is obtained.

If an employee fails to make satisfactory progress, the employee's advancement will be withheld. When progression is withheld, management shall give notice to the employee and include the reasons for withholding progression.

The employee's general performance including educational attainment will be reviewed from time to time, and at such time as the employee has corrected the deficiency and is found satisfactory, normal progression will be resumed.

If progression would have been withheld due to circumstances outside the Management and employee's control, then advancement will normally be allowed subject to the employee subsequently achieving the necessary requirements. Failure to do so will result in a return to the previous classification.

Article 29 - Operator Licensing and Training

29.01 All Water or Wastewater Operators must obtain and maintain the appropriate license equal to the classification of their facilities or subsystems.

29.02 In order to assist employees to attain these licenses, the City will:

- pay for the initial exam and licensing fees for the employees and allow employees to write their initial exams on working time, at each level of certification up to and including the highest level within their facilities or subsystem
- pay for the annual renewal of licensing fees
- pay for study materials, the courses and the time to attend the courses to achieve annual CEUs as required by the *Ontario Water Resources Act* (OWRA)
- *Ontario Water Resources Act* (OWRA) or
- time to attend courses and time for exams will be paid at straight time
- provide on-the-job training according to the OWRA requirements at straight time

Date, time and location of all exam and training courses must be approved by the Manager or designate.

29.03 Once the employee has written and passed the applicable OWWCO exam for OIT, Class 1 or Class 2, they will progress to the wage rate of that Class. The effective date for the rate increase will be made retroactive to the date the employee wrote and passed the exam for all Classes up to Class 2.

The effective date for the rate increase beyond Class 2 will be upon receipt or notification from OWWCO that the individual has successfully completed the applicable exam and has achieved the required CEUs. Should an employee have the required CEUs prior to writing the exam, the effective date for the rate increase will be made retroactive to the date the employee successfully completed the applicable exam.

Article 30 - Duration

30.01 This agreement shall be effective from June 1, 2020 to May 31, 2024 and, unless changed by mutual consent, the terms of this agreement shall continue automatically thereafter for an annual period of one year each, unless either

party notifies the other in writing within the period of ninety (90) days immediately prior to the expiration date, that it desires to amend the agreement.

30.02 Negotiations shall begin within thirty (30) days following notification for amendment as provided in the preceding paragraph.

30.03 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, 1970*, or current version, have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives of this _____, day of _____, 2021.

**The Corporation of the City of
Brantford**

**I.B.E.W. Local 636 Unit 41
(Water)**

Inderjit Hans
General Manager of Public Works

Eric Lucci
Business Representative

Anita Szaloky
Director of Human Resources

Domenic Murdaca
Business Manager/Financial Secretary

Dan Kennedy
I.B.E.W. Unit Chairperson
Negotiation Committee

Dave Ellis
Negotiation Committee

Grant Shiell
Negotiation Committee

Schedule 1 – Classifications and Rates of Pay

Employees assigned to be sub-foreperson shall be paid 9% above their current rate of pay

Employees assigned to be Lead Hand shall be paid 6.5% above their current rate of pay

Water Distribution and Wastewater Collection Division

Classification	1-Jan-21	1-Jun-21	1-Jan-22	1-Jun-22	1-Jan-23	1-Jun-23
ORO Sub-Foreperson	-	\$37.60	-	\$38.96	-	\$40.33
Distribution & Collection System Operator Class WD 3 /WVC 2	\$34.85	\$35.06	-	\$35.27	-	\$35.48
Distribution & Collection System Operator Class WD 2 /WVC 2	\$30.15	\$30.33	-	\$30.51	-	\$30.70
Distribution & Collection System Operator Class WD 1/WVC 1	\$29.27	\$29.45	-	\$29.63	-	\$29.80
Distribution & Collection System Operator Operator-in-Training (OIT)	\$26.24	\$26.40	-	\$26.56	-	\$26.72
Technical Analyst	\$37.12	\$37.58	\$37.96	\$38.43	\$38.82	\$39.59

Table 1 - Wages for Positions in the Water Distribution and Wastewater Collection Division from January 2021 to June 2023

Water and Wastewater Treatment Division

Water Treatment Section

Classification	1-Jan-21	1-Jun-21	1-Jan-22	1-Jun-22	1-Jan-23
Lead Hand	\$40.48	\$40.99	\$41.40	\$41.92	\$42.34
Operator-in-Charge (OIC)	\$38.02	\$38.49	\$38.88	\$39.36	\$39.76
Operator - Class 4	\$34.98	\$35.41	\$35.77	\$36.21	\$36.58
Operator - Class 3	\$33.24	\$33.66	\$33.99	\$34.42	\$34.76
Operator - Class 2	\$31.54	\$31.93	\$32.25	\$32.66	\$32.98
Operator - Class 1	\$30.87	\$31.25	\$31.56	\$31.96	\$32.28
Operator-in-Training (OIT)	\$27.76	\$28.11	\$28.39	\$28.75	\$29.03

Table 2 - Wages for Positions in the Water Treatment Section from January 2021 to June 2023

Wastewater Treatment Section

Classification	1-Jan-21	1-Jun-21	1-Jan-22	1-Jun-22	1-Jan-23	1-Jun-23
Operator - Class 4/2	\$35.74	\$36.19	\$36.55	\$37.01	\$37.38	\$38.12
Operator - Class 4	\$34.98	\$35.41	\$35.77	\$36.21	\$36.58	\$37.31
Operator - Class 3	\$32.62	\$33.03	\$33.36	\$33.77	\$34.11	\$34.79
Operator - Class 2	\$29.97	\$30.34	\$30.65	\$31.03	\$31.34	\$31.97
Operator - Class 1	\$29.33	\$29.69	\$29.99	\$30.36	\$30.67	\$31.28
Operator-in-Training (OIT)	\$26.38	\$26.71	\$26.97	\$27.31	\$27.58	\$28.14

Table 3 - Wages for Positions in the Wastewater Treatment Section from January 2021 to June 2023

Maintenance Section

Classification	1-Jan-21	1-Jun-21	1-Jan-22	1-Jun-22	1-Jan-23	1-Jun-23
Lead Hand - Maintenance	\$40.13	\$40.63	\$41.03	\$41.55	\$41.96	\$42.80
Process Maintenance Technician with minimum Class 1 Water or Class 1 Wastewater Certification	\$37.68	\$38.15	\$38.53	\$39.01	\$39.40	\$40.19
Process Maintenance Tradesperson + Operator in Training (OIT)	\$34.02	\$34.44	\$34.79	\$35.22	\$35.57	\$36.29
Process Maintenance Apprentice 4th year	\$33.46	\$33.87	\$34.21	\$34.64	\$34.99	\$35.69
Process Maintenance Apprentice 3rd year	\$30.31	\$30.69	\$31.00	\$31.39	\$31.70	\$32.34
Process Maintenance Apprentice 2nd year	\$27.17	\$27.51	\$27.79	\$28.13	\$28.42	\$28.98
Process Maintenance Apprentice 1st year	\$25.08	\$25.40	\$25.65	\$25.97	\$26.23	\$26.75
Maintenance Analyst	\$40.13	\$40.63	\$41.03	\$41.55	\$41.96	\$42.80
Instrumentation Technician	\$37.68	\$38.15	\$38.53	\$39.01	\$39.40	\$40.19
Building Maintenance Year 3	\$30.26	\$30.64	\$30.95	\$31.33	\$31.65	\$32.28
Building Maintenance Year 2	\$25.08	\$25.40	\$25.65	\$25.97	\$26.23	\$26.75
Building Maintenance Year 1	\$23.69	\$23.99	\$24.23	\$24.53	\$24.78	\$25.27

Table 4 - Wages for Positions in Maintenance Section from January 2021 to June 2023

SCADA Section

Classification	1-Jan-21	1-Jun-21	1-Jan-22	1-Jun-22	1-Jan-23	1-Jun-23
SCADA Technician Year 3	\$41.07	\$41.58	\$41.99	\$42.52	\$42.94	\$43.80
SCADA Technician Year 2	\$35.94	\$36.39	\$36.76	\$37.22	\$37.59	\$38.34
SCADA Technician Year 1	\$33.95	\$34.37	\$34.71	\$35.15	\$35.50	\$36.21
SCADA Maintenance Technician Year 4 + Class 1 Water or Wastewater Certification	\$37.68	\$38.15	\$38.53	\$39.01	\$39.40	\$40.19
SCADA Maintenance Technician Year 4 + Operator in Training (OIT) Certification	\$34.02	\$34.44	\$34.79	\$35.22	\$35.57	\$36.29
SCADA Maintenance Technician Year 4	\$33.46	\$33.87	\$34.21	\$34.64	\$34.99	\$35.69
SCADA Maintenance Technician Year 3	\$30.31	\$30.69	\$31.00	\$31.39	\$31.70	\$32.34
SCADA Maintenance Technician Year 2	\$27.17	\$27.51	\$27.79	\$28.13	\$28.42	\$28.98
SCADA Maintenance Technician Year 1	\$25.08	\$25.40	\$25.65	\$25.97	\$26.23	\$26.75

Table 5 - Wages for Positions in SCADA Section from January 2021 to June 2023

Material Handler Section

Classification	1-Jan-21	1-Jun-21	1-Jan-22	1-Jun-22	1-Jan-23	1-Jun-23
Material Handler/Dispatcher Year 3	\$30.26	\$30.64	\$30.95	\$31.33	\$31.65	\$32.28
Material Handler/Dispatcher Year 2	\$25.08	\$25.40	\$25.65	\$25.97	\$26.23	\$26.75
Material Handler/Dispatcher Year 1	\$23.69	\$23.99	\$24.23	\$24.53	\$24.78	\$25.27

Table 6 - Wages for Positions in Material Handler Section from January 2021 to June 2023

Temporary – Water Section

Classification	1-Jan-21	1-Jun-21	1-Jan-22	1-Jun-22	1-Jan-23	1-Jun-23
Temporary - Water	\$20.45	\$20.71	\$20.91	\$21.18	\$21.39	\$21.81

Table 7 - Wages for Positions in Temporary – Water Section from January 2021 to June 2023

Appendix 1

A Special Retirees Benefit Plan

Extended Health Care

Health Care	Benefit Plan
Deductible	0
Co-insurance	100%
Hospitalization	Semi-private after 3 days
Drugs	Formulary (ODB) @ 100% Non-Formulary @ 80% No Over-the-Counter drugs
Ded/or dispensing fee cap	\$5.00 dispensing fee cap
Smoking Cessation Aids	N/A
Private duty nursing	90/8 hr. Shifts
Physiotherapy	To OHIP maximum
Psychologist	\$420/yr
Speech Pathologist	\$260/yr
Masseur	\$15/v 15/v/yr
Chiropractor, etc.	\$500/yr after OHIP max.
Nutritional Counselling	\$500/yr
Hearing Aids	300/life
Vision	\$150/24 mos.
Orthopaedics	\$400/yr
Orthotics	\$400/pr 2pr/yr
Out-of-Province	Emergency
Deluxe travel	Yes
Maximum	Unlimited
Overall maximum	Unlimited
Termination	Age 65

Table 8 - Special Retirees Benefit Plan Extended Health Care

Dental Care

Dental Care	Liberty Health Plan #9
Deductible	0
Co-insurance	100%
Preventive, Endo, Perio,	Included
Surgical, Denture Repairs	Included
Recall	9 months
Co-insurance	N/A
Major Restorative	N/A
Combined maximum	Unlimited
Co-insurance	N/A
Orthodontics	N/A
Lifetime maximum	N/A
Fee Guide	2 year lag
Termination	Age 65

Table 9 - Special Retirees Benefit Plan Dental Care

Letter of Understanding 1
Between
The Corporation of the City of Brantford
And
The International Brotherhood of Electrical Workers (IBEW)
Local 636,
Unit 41

RE: Water Distribution and Collection ORO Sub-Foreperson

Effective as of June 1st, 2021 the corporation will restructure the Distribution and Construction division whereby a new permanent ORO sub-foreperson category and corresponding pay schedule will be created with 7 vacancies available. This position will replace the Sub Foreman and Lead hand classification wage category in schedule 1 of the previous pay scale. No additional complement in the Distribution and Collection division shall result from this restructuring.

In addition to special projects as assigned, individuals holding this position will be assigned ORO after-hours on-call on a seven (7) week rotation. Consistent with Article 14.01 at least one ORO Sub foreperson will be available for after-hours emergency repairs. If no person shall respond to take on the ORO after-hours sub Foreperson, the ORO on-call will be required to work. After the ORO sub-foreperson after-hours has been deemed all other ORO's will be called in sequence along with all other Operators based on the overtime list. The ORO on call can't be combined with the OIC on call as they are two separate jobs.

If an ORO sub-foreperson is filling in for a Supervisor(s) absence, the applicable ORO premium will apply during regular hours.

The new ORO sub-foreperson position will be a posted position for all internal IBEW applicants to apply. Applicants must hold WD3/WWC2 certification and be deemed qualified by management. The ORO sub-foreman position is a permanent position, transfers to another position may only occur when there is a vacancy in the identified position and the normal recruitment process occurs. Future vacancies in the ORO sub foreperson position will be filled through an interview process.