



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

# Collective Agreement

Between The Corporation of the City of Brantford and The Canadian Union of Public Employees, Local 181, City Hall Unit

March 31, 2019 – April 1, 2023

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**THIS AGREEMENT entered into at Brantford, Ontario as of the 31st day of March, 2019  
BY AND BETWEEN:**

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

OF THE FIRST PART and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181**  
**CITY HALL UNIT**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART

## **ARTICLE 1 – GENERAL PURPOSE**

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

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

2.01

- a) The Corporation recognizes the Union as the exclusive bargaining agent for all employees of the City of Brantford set forth in Schedule "A" & "B" attached hereto, save and except Deputy Department Heads, persons above the rank of Deputy Department Heads, City Tax Collector, Accounting Supervisor, Professional Engineers, Ontario Land Surveyor, Purchasing Officer, Secretary to the C.A.O., Secretary to the Mayor, Secretary to the City Engineer, Data Processing Officer, Chief Building Official, Manager – Child Care Services, Supervisor – Child Care Services and employees of the Human Resources Department.

It is understood that only full-time employees in the classifications in Schedule "A" & "B" are included in the bargaining unit. Full-time does not include employees who work twenty-four (24) hours or less per week.

**b) Students:**

The parties agree that:

1. Students will become members of the Union and will pay Union Dues and/or assessments as advised by the Union upon commencement of employment.
2. Students will be hired for their specific work term or vacation period and shall not acquire seniority during their employment.
3. Students, except as otherwise specified, shall be paid in accordance with the schedule of rates attached hereto as Schedule "B".
4. The Union recognizes the right of the Employer to assign students such work as may from time to time become available provided that such students shall not be hired to replace regular employees on the seniority list or to substitute for seniority positions when they become vacant except as otherwise provided herein.
5.
  - i) It is agreed by the parties that students are hired to complement staff and work generally under the guidance of regular union and/or non-union staff.
  - ii) Between May 1 and November 30, the Corporation may assign Temporary Construction Inspector(s) to address the work demand during the peak construction season. The position will be shared and filled on a rotating basis between qualified employees in the Surveys Section of the Public Works Commission. When assigning the projects, Management will give consideration to the length of the project and the seniority of the employees. In the event the Surveyor's Assistant is a qualified applicant or is temporarily assigned to replace a Surveyor Technician during this time, the Corporation may proceed to assign students to fill the temporarily vacated Surveyors Assistant position.

Qualified applicants will start in the position at Step 1 and move along the wage grid to Step 2 after 520 hours, Step 3 after 2080 hours and to Step 4 after 4160 hours in the position.
6. Employees hired for a specific Government Subsidized Program shall not serve a probationary period and shall not acquire seniority during their employment. The terms and conditions as set forth for each particular program will be detailed in a Letter of Understanding to the President and Unit Chairperson, which will be mutually agreed to by the parties. Employees shall have the right to grieve from the first day of hire under the provisions of the Grievance Procedure as in Article 5 of the Collective Agreement with respect to matters of

monetary, disciplinary or dismissal. The participation in benefits will be subject to the terms of the particular Government Subsidized Program and participation will be subject to the conditions of this Collective Agreement. Employees hired under these programs shall not be hired to replace regular employees on the Seniority List.

Clerical employees hired for a specific Government subsidized program shall be paid no less than the minimum rate of Level "1", Salary Schedule "A".

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

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

- 2.02 The term "employee" or "employees", as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in the bargaining unit as described above.
- 2.03 No member of management shall perform the duties of positions performed by employees covered by this Agreement, save and except for a period of no longer than thirty (30) working days in cases of emergency, during periods of instruction, or when employees normally performing the duties are not available.
- 2.04 No person who has completed five (5) years of service shall be laid off as a result of contracting out of work regularly performed by members of this bargaining unit on the seniority list.

## ARTICLE 3 - RELATIONSHIP

- 3.01 The parties agree that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced. The parties agree to share a commitment to reach beyond the standards set in compliance with those outlined by the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the *Ontario Labour Relations Act*.
- 3.02 The Employer agrees that all present employees shall remain, and new employees shall become, members of the Union when they commence employment.
- 3.03 The Employer agrees to acquaint new employees with the fact that this Agreement is in effect and with the conditions of employment set out in this Article and Article 15. The Employer will make the Collective Agreement available electronically for all employees and supply the Unit Chair with three (3)

signed original copies, and supply the Recording Secretary and President of the Union an electronic copy of this agreement via email.

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

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

- 4.01 The Union acknowledges that it is exclusively the function of the Employer to:
- a) Maintain order, discipline and efficiency;
  - b) Hire, discharge, direct, transfer, promote, demote, lay-off and suspend, or otherwise discipline employees, providing that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause, may be subject to a grievance and dealt with in accordance with the grievance procedure;
  - c) Make and alter, from time to time, rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement.
  - d) Generally, to manage the office and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of personnel required and the methods, procedures and equipment to be used and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement; and
  - e) Where a decision is made by the Employer affecting a group of employees, the Unit Chairperson and Secretary of the Union shall be notified by the Director of Human Resources as soon as it is practicable but in any event not later than thirty (30) days prior to the decision being implemented or such time limits as specifically contained in this Agreement.
  - f) Where changes in the working personnel are implemented, i.e., hiring, lay-offs, re-calls, terminations, transfers, and redundant positions and such other

notification as contained in this Agreement, the Director of Human Resources or their designate shall notify the Unit Chairperson or their designate as soon as it is practicable, unless a separate timeframe is specified elsewhere in the agreement. Such notification shall be made by email or hardcopy.

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

4.03

- a) When it is necessary to reprimand an employee, the employee shall be advised of the option for union representation and the reprimand shall be made in private. Where such reprimand may result in demotion, suspension, or dismissal of an employee, a Union Representative shall accompany the employee being reprimanded.
- b) In the event that an employee has been reprimanded as outlined in 4.03 (a), such employee shall be provided, in writing, the particulars which caused the reprimand and the Unit Chairperson shall receive a copy.
- c) Such reprimand shall remain on an employee's record for a period of eighteen (18) months.

## ARTICLE 5 – GRIEVANCE PROCEDURE

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

5.02

- a) It is understood that members of the Grievance Committee and other recognized Committees have their regular work to perform on behalf of the Employer and that if it is necessary to service a grievance or perform other Union functions connected with the Agreement during working hours, they will not leave their work without first obtaining the permission of the Supervisor, which permission will not be unreasonably withheld. When resuming their regular work they will



report to such Supervisor, and, if required, will give a reasonable explanation as to their absence.

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

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

5.04 When an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement, he/she shall present his/her complaint to his/her Manager or designate no later than fifteen (15) working days following the date upon which he/she should have become aware of the circumstances which led up to the complaint. In 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:

#### **Step1**

The employee in the presence of his/her Union Steward, shall present his/her alleged grievance in writing signed by the employee involved, to his/her Manager or Designate 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.

Grievances launched as a result of a discipline will originate under Step 1 of the grievance process.

#### **Step 2**

Failing settlement under Step 1 of the Grievance Procedure, the Unit Grievance Committee may submit the grievance in writing to the Director or Designate of the Department within five (5) working days of receiving the decision in Step 1. The General Manager or Designate of the Department shall grant the Union Grievance Committee a hearing within ten (10) working days. General Manager or Designate of the Department shall render the Employer's decision in writing within five (5) working days to the Unit Grievance Committee with a copy to the Grievor. It is understood that the General Manager or Designate of the Department may have the assistance of any other management representatives.

- 5.05 Failing settlement under Step 2 of any differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 6 herein, and if no written notification is received within forty (40) calendar days after the decision in Step 2 is given, it shall be deemed to have been abandoned.
- 5.06 **Group:** Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.
- 5.07 The time limits provided under the Grievance Procedure may be extended by mutual agreement of the parties.
- 5.08 **Policy:** A Policy Grievance Procedure is hereby recognized whereby either party to this Agreement may submit any matter in dispute to grievance beginning at Step 2 of the Grievance Procedure. However, such grievance shall not include matters upon which employee(s) are personally entitled to grieve.
- 5.09 A claim by any employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended for three (3) working days or more shall be treated as a grievance if a written statement of such grievance is received and date stamped within five (5) working days after the discharge or suspension is effected. Such special grievance may be settled under Grievance or Arbitration Procedure by:
- a) Confirming the Employer's action in dismissing or suspending the employee;
  - b) Re-instating the employee with full compensation for the time lost; or
  - c) By any other arrangement which may be deemed just and equitable.
- 5.10 All decisions arrived at between the representatives of the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 5.11 It is agreed that an appeal by an employee to an elected or appointed non-staff official of the City Council or of a Board or Commission of the City of Brantford over a matter that is being or could be grieved under the terms of this Agreement, or could be the subject of an appeal under Article 10 of the Job Evaluation Plan shall constitute a breach of this Agreement. Violation of this clause shall render an employee liable to disciplinary action up to and including dismissal.
- 5.12 It is understood that the Union may have the services of the local Union Chief Steward without loss of pay to assist in the hearing of grievances at Step 2 and thereafter of the Grievance Procedure.

### 5.13 MEDIATION

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within ten (10) working days after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

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

## ARTICLE 6 – ARBITRATION

- 6.01 When a dispute arises in respect of any of the matters covered by this Agreement, including;
- a) the interpretation, application or administration of this Agreement or
  - b) when an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached through the process provided for under Article 5, the matter in dispute may be submitted by the Corporation or the Union to Arbitration.
- 6.02 **SINGLE ARBITRATOR:** Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of ten (10) working days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- 6.03 **BOARD OF ARBITRATION:** Either of the parties to this Agreement desirous of exercising this provision shall notify the other party in writing, and at the same time nominate a representative. Within five (5) working days thereafter the other party shall nominate a representative. The two representatives so nominated shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of five (5) days

following the date of their appointment either representative will then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

- 6.04 Any Single Arbitrator/Arbitration Board appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.
- 6.05 The decision of the Single Arbitrator/Arbitration Board appointed pursuant to this Article is final and binding upon the Corporation, the Union and any Employee affected thereby.
- 6.06 Where there is a Single Arbitrator, the Corporation and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall share the cost of the Chairperson and the arbitration proceedings.
- 6.07 Notwithstanding the provisions of Article 5 or this Article;
- a) No matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 5,
  - b) The provision of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.
- 6.08 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 6.09 Upon mutual consent of the parties any difference may be submitted to a three-person Board of Arbitration.

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

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

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

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

## ARTICLE 8 – SENIORITY, PROMOTIONS, STAFF CHANGES

### 8.01

- a) **Seniority List:** Seniority is preference or priority measured by length of service. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced within this bargaining unit. An up to date seniority list shall be placed on the bulletin board of each Department by the 15th of January and July of each year. Copies shall be sent to the Unit Chairperson and the Secretary of the Union.
- b) **Seniority for New Employees:** Newly hired employees shall be on probation for a period of ninety (90) worked days, or such other extended period of time as may be mutually agreed upon, and after satisfactory completion of such probationary period, seniority shall be effective from the original date of employment.
- c) **Seniority During Absence:** If an employee is absent from work because of sickness, accident, lay off or leave of absence approved by the Employer, he/she shall not lose seniority rights. An employee shall lose his/her seniority in the event:
  - 1. He/she is discharged for just cause and is not re-instated.
  - 2. He/she resigns.
  - 3. He/she is absent from work in excess of three (3) working days without notifying the Department Head or designate, unless such notice was not reasonably possible.
  - 4. He/she fails to report for work within ten (10) days after being notified by registered mail to return to work following a lay off or fails to notify the Director of Human Resources by registered mail postmarked within five (5) days after receipt of such notice of his/her intention to report for work.
  - 5. He/she is laid off for a period of longer than fifteen (15) consecutive months.
  - 6. He/she fails to return to work upon termination of an authorized leave of absence without reasonable proof for the cause of delay.
- d) The Employer agrees to supply the Union with the list of the names, phone numbers and addresses and positions of the present and new Employees of the bargaining unit on the 15th of July each year. The union will save the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.

- e) **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.**

## **8.02**

- a) **When an employee accepts a position, a transfer, a promotion (excluding promotions to positions outside of the Bargaining Unit which shall not be subject to the terms of this Agreement), is laid-off or recalled, seniority shall apply when the employee has the basic qualifications, as outlined in the approved Job Description, to perform the work available.**
- b) **if an employee posts in, is promoted, transferred or appointed to a position within the scope of this agreement, and within ninety (90) calendar days proves unsatisfactory in their new position, or if the employee requests in writing, they shall be returned to their former position without penalty.**

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

**An employee who requests to be returned to their former position shall not prejudice their application for future promotions or transfers.**

**In the event that the successful applicant exercises his/her reversion rights within the time frame noted above, the position will be re-posted in accordance with Article 8.03.**

- c) **When accepting a position not subject to the provisions of this Agreement, an employee, provided he/she does not break his/her service with the Employer, can return to their former position within the bargaining unit and shall retain his/her seniority for eighteen (18) months only from the date the position begins. It is understood that such employee shall not continue to accumulate seniority during this period.**

## **Layoffs/Redundancy**

- d) **A lay-off shall be defined as a reduction in the work force or a reduction in the standard hours of work as defined in this agreement of more than forty-eight (48) hours duration, due to lack of work.**
- e) **In the event of a lay-off or redundancy, employees may exercise their seniority rights by displacing other employees with less seniority in classifications at the same or at a lower level, provided the employee has the basic qualifications (as outlined in the Job Description) to perform the duties of the classification.**

- i.) If the employee occupying the laid-off or redundant position displaces another employee at the same level, then the bumping employee shall continue to receive their current rate of pay at the time.
  - ii.) If the employee occupying the laid-off or redundant position displaces another employee at one level lower than themselves, then the bumping employee shall maintain their current rate of pay at the time of bumping for a period of one (1) year after which time they would become “red circled” and subject to Article 10.06 (c).
  - iii.) If the employee occupying the laid-off or redundant position displaces an employee at two (2) levels below themselves, then the employee shall maintain their current rate of pay at the time of bumping for a period of six (6) months after which time they would become “red circled” and subject to Article 10.06 (c).
  - iv.) If the employee occupying the laid-off or redundant position displaces an employee more than two (2) levels below themselves, then the employee would become “red circled” and subject to Article 10.06 (c).
- f) Employees shall be recalled in the order of their seniority. Employees shall retain recall rights to their home classification, the position that they were laid off from, in accordance with article 8.01 (c) (5) from the effective date of the start of their lay-off.
  - g) New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with article 8.01 (c) (4).
  - h) Unless legislation is more favourable, the Employer shall notify the employee(s) who are to be laid off ten (10) working days prior to the effective date of the lay-off, except in the event of any extraordinary or unforeseen circumstance.
  - i) If the employee has not had the opportunity to work the days provided in this article, he/she shall be paid for the days for which work was not made available.
  - j) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

### 8.03 Vacancies

- a) Notices of all vacancies or new positions within the scope of this bargaining unit (which shall include the nature of the position, the required knowledge and education, ability and skills and salary level) shall be posted on the Corporation's intranet and/or website and on the bulletin board of each Department on a regular basis established by the Corporation for a minimum period of seven (7) calendar days and a copy thereof shall be sent to the Unit Chairperson of the Union before being filled. Eligible employees shall have an opportunity to apply

and will not be unreasonably denied an interview. Following the selection of and notification to the successful applicant, all other applicants shall be advised of the Employer's decision within seven (7) calendar days of the appointment being made.

- b) It is understood that any employee who is accepted for a posted position may be precluded from applying for another job opening at the same salary level for a period of twelve (12) months. This Article does not apply to an employee who is accepted for a posted temporary position.
- 8.04 The decision as to the required knowledge, education, qualifications, abilities and skills shall rest with the Corporation and shall be subject to the Grievance, Mediation and Arbitration procedures. However, the following principle must be considered in the event that testing and/or interviews are determined by management to be appropriate in assessing competing applicants for vacancies and new positions:
- a) If testing is being used as an assessment technique, then
    - i) Candidates shall be given reasonable notice of the testing date.
    - ii) Candidates shall be apprised of the general nature of the subject matter upon which they will be tested.
    - iii) Candidates shall be told in advance what is expected as a passing grade.
    - iv) Reasonable steps shall be taken to ensure that all applicants taking the test should do so under similar circumstances.
    - v) The content of the test must be relevant to the duties of the job being applied for. Applicants will be permitted to review their score with a Supervisor or designate. Upon request the Union shall be provided the test scores, without names, for all applicants.
    - vi) Test scores for the same skills assessment obtained by candidates shall be retained on file for six (6) months. If requested by the candidate, their test scores can be used for any subsequent job competition for the next six (6) months.
    - vii) Candidates may not be permitted to be tested again for the same position within a six (6) month period if they were unsuccessful in their initial attempt. An employee shall be exempted from this provision if they demonstrate they have made best efforts to improve their required knowledge, education, qualifications, abilities and/or skills of the subject being tested.



- b) In the event that interviews are held:
  - i) At least two (2) members of management, or their designates, shall be present during all interviews.
  - ii) Interview questions and responses shall be recorded to the degree that this is possible.
  - iii) Questions must be relevant to the required knowledge, education, qualifications, abilities and skills necessary to do the job.
  - iv) All applicants must be asked the same questions.
- 8.05 Following confirmation of hiring a new employee (including student employees) from the Employer to the Unit Chair, a Union Representative shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union. Such meeting will occur within two (2) weeks of the employee commencing employment.
- 8.06 It is agreed that those employees transferred to another classification, excluding those employees demoted under the terms of this Agreement, shall be paid no less than the rate they are presently receiving. An employee shall receive the higher of his/her own rate or the rate for the job to which he/she is assigned in excess of two (2) hours.
- 8.07 An employee may fill a temporary position under the following conditions:
  - (a) Vacancies created as a result of an employee being absent from work may be posted and filled when it is reasonable to expect that the vacancy may extend beyond twelve (12) weeks.
  - (b) The Corporation may post and fill a temporary position when the current workload cannot be adequately carried out by the existing workforce.
  - (c) The Corporation may post and fill the temporary position for a period of up to thirty (30) months. The vacancy shall be posted internally, in accordance with article 8.03 (a), and any ensuing vacancy may be posted and/or filled at the discretion of the Corporation.
  - (d) Upon return of the absent employee, the employee(s) filling the temporary vacancy(s) shall be returned to their former position(s).
  - (e) In the event the absent employee does not return to work and the Corporation deems that the temporary posting needs to be filled permanently, the position will be posted in accordance with article 8.03 with the temporary incumbent

returning to his/her former position if they are not the successful incumbent in the posting procedure.

- (f) An external hire employed in a temporary posting in accordance with Article 8.07, shall be covered by the terms of this agreement, except that they shall:
- Not accumulate seniority unless subsequently employed as a regular full-time employee
  - Not be entitled to Employee Benefits and Sick Leave
  - Receive 4% in lieu of vacation
  - The expiration of the posting shall not be subject to any grievance
  - And, shall not be subject to any other obligation under the collective agreement including provisions respecting layoff, termination, dismissal or reduction of hours of work

## **ARTICLE 9 – HOURS OF WORK**

9.01 The standard work week shall be thirty-five (35) hours per week, Monday to Friday, 8:30 a.m. to 4:30 p.m. with a one (1) hour unpaid lunch period. These hours may be amended for certain positions or circumstances with the mutual agreement of the parties.

9.02 Positions working other than the standard work week, as outlined in article 9.01, shall work the following:

POSITION	STANDARD WORKING HOURS	LUNCH BREAK	HOURS PER WEEK
Operational Services Clerks	7:00 a.m. to 3:00 p.m.	Thirty (30) Minute (Paid)	40
Operational Services Inspector	7:00 a.m. to 3:00 p.m.	Thirty (30) Minute (Paid)	40
Traffic Signal Electrician and Traffic Maintenance Signs	7:00 a.m. to 3:00 p.m.	Thirty (30) Minute (Paid)	40
Coordinator Construction Inspector/Operator	8:00 a.m. to 4:30 p.m.	Thirty (30) Minute (Unpaid)	40
Construction Inspector/Operator	8:00 a.m. to 4:30 p.m.	Thirty (30) Minute (Unpaid)	40
Collection Inspector	8:30 a.m. to 5:00 p.m.	Thirty (30) Minute (Unpaid)	40
Landfill Inspector*	8:30 a.m. to 5:00 p.m.	Thirty (30) Minute (Unpaid)	40
Parking/Bylaw Enforcement Coordinator	7:30 a.m. to 4:30 p.m.	One (1) hour (Unpaid)	40
Parking Administrative Assistant	8:30 a.m. to 5:00 p.m.	Thirty (30) Minute (Unpaid)	40
Municipal Law Enforcement/Property Standards**	8:30 a.m. to 4:30 p.m.	One (1) hour (Unpaid)	35

**Table 1 - Work Hours for Positions That Do Not Work a Standard Work Week**

\* Employee will be required to work one (1) afterhours Saturday shift per month, in lieu of a regularly schedule shift during that week, chosen by mutual agreement between the parties

\*\* To meet Operational demands, evenings and weekend afterhours shifts will be require in lieu of a regularly scheduled shift, in consultation with the affected employees

- 9.03 The standard work week and hours of work for students shall be the same as the department in which they work.
- 9.04 It is expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or be construed to be, a guarantee as to the hours of work per day or as to the hours of work per week.
- 9.05 The lunch period and the rest period shall be taken at a time suitable to the operation of each Department as arranged by the immediate supervisor and in accordance with the *Employment Standards Act*.

- 9.06 For the efficiency of the operation, the standard starting and ending times may be changed by mutual agreement of the parties. Those employees who are members of this Unit who are working at locations other than the City Hall will adopt hours as in their work location.
- 9.07 Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of each shift. The fifteen (15) minute rest period should be taken at the job location except when conditions warrant. The period off the job shall not exceed fifteen (15) minutes.

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

### **10.01 Schedule of Wages:**

- a) The Employer agrees to pay and the Union agrees to accept, for the term of this Agreement, the wage schedule attached hereto as Schedule "A".
- b) Employees will be paid by direct deposit on a bi-weekly basis with pays calculated based on an hourly rate unless mutually agreed otherwise by the parties.
- c) The Employer agrees to grant equal pay to all members of the Union for equal work, regardless of the gender of the employee concerned.

### **Overtime Rates**

- d) Authorized work performed in excess of the employee's standard work week or standard work day will be recorded to the closest fifteen (15) minute increment and will be paid at the rate of time and one-half his/her regular hourly rate, provided that overtime premium payment shall not pyramid. The employee shall be permitted to indicate his/her preference for payment, either at the rate of time and one-half (1 ½) his/her regular rate of pay, or for time and one-half lieu time off. However, should such employee request that he/she be reimbursed for overtime with time and one-half lieu time off, this would only be permitted provided that such lieu time off is taken at a mutually agreed upon time. The lieu-time bank can accumulate up to ten (10) days and be refilled to an annual maximum of ten (10) days and any time remaining at year end will be paid out by mid-January annually.
- e) Authorized overtime work performed on a Sunday shall be paid at the rate of double the employee's regular hourly rate.

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

Effective January 3, 2022, an employee called into work outside of their normal shift shall be paid one (1) hour pay at straight time for reporting and the appropriate overtime rates in accordance with this Article.

### **Standby/On Call**

- g) Traffic Signal Electricians, Compliance Inspectors - Wastewater, Water Compliance Technicians and employees in Traffic Maintenance – Signs (During Winter Operations from December 1st to April 15th each year), and employees who are assigned by management to be on-call for project specific purposes, will be paid twenty-two (\$22.00) per day while on-call. On-call will be shared equally between those employees who are qualified to do the work. Employees' on-call will be provided a cell phone/mobile device for the use of After Hours Call Services only.

Effective January 1, 2021 - \$25.00 per day

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

### **Shift Premium**

- h) All full-time employees performing shift work outside the standard operational hours, as outlined in Article 9.01, shall receive a shift premium of ninety cents (\$0.90) for each hour worked on that shift, or for afterhours shifts.

Effective April 4, 2021 - \$1.25

### **Job Evaluation**

10.02 The evaluation of jobs shall continue to be made in accordance with the Job Evaluation Manual, as revised by the parties, herein referred to as the "Manual", which includes the Point Evaluation method and such other techniques as included therein. A copy of the Job Evaluation Manual shall be supplied to the members of the Job Evaluation Committee and the Unit Chairperson.

10.03 The duties of the Committee, the procedure for job evaluation and the procedure for an appeal from a decision of the Committee, shall be as established in the Manual.

- 10.04 The method of job evaluation adopted in Article 10.02 may be amended from time to time, in whole or in part, upon the unanimous recommendations of the committee and the agreement of the parties to this Agreement.
- 10.05 The job classification of employees, as evaluated pursuant to the Manual mentioned in Article 10.02 or other agreed upon methods as of the signing of this Agreement or in the future, shall be included within the appropriate salary level set out in Schedule "A" in accordance with their evaluated positions.
- 10.06 Individual existing wage rates in excess of the rate established by the Job Evaluation shall be known as "red circle" rates.
- a) Employees, who are receiving wages based on rates in excess of the rate assigned to their job classification at the time of the signing of this Agreement, shall continue to receive a wage which is no less than the wage they received prior to the signing of this Agreement, which rate shall be considered to be "red circled".
  - b) It is understood that rates considered to be "red circle" rates within the meaning of Article 10.06 and 10.06(a) herein, shall not be deemed to be within the wage schedule established by this Agreement, except where specific provision is made on their behalf elsewhere in this Agreement in respect of a negotiated increase. An employee whose rate has been "red circled" shall continue to receive no less than the "red circle" rates so long as he/she continues within the classification for which the rate was established.
  - c) It is understood that a "red circle" rated employee, as mentioned in Article 10.06, 10.06(a) and 10.06(b), shall receive fifty percent (50%) of all negotiated increases for his/her classification during the duration of his/her "red circled" rate.
- 10.07 It is understood that when the Corporation makes significant changes to the duties of any position, changes the qualifications of a position in the job posting, and/or creates a new position within the bargaining unit, the Job Evaluation Committee shall meet within 6 months of the position being filled in order to evaluate the position.
- 10.08 **Meal Allowance:** Any employee who is required and authorized to work a minimum of two (2) hours overtime shall be entitled a ten dollar (\$10.00) meal allowance provided that not more than one (1) hour has elapsed between his/her regular stopping time and his/her return to work.  
Effective April 4, 2021 - \$12.00
- 10.09 Effective January 1, 2021, employees in the Traffic department, when designated to fill in for their Supervisor, will be paid a premium of two dollars \$2.00 per hour above their rate of pay.

The most senior qualified within the department will be assigned. Should no qualified employee accept the offer, Management will assign the junior qualified employee to perform the responsibilities.

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

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

## ARTICLE 11 – PAID HOLIDAYS

11.01 All employees shall receive the following holidays and any holiday proclaimed by the Federal, Provincial or Municipal Government, at their regular rate of pay:

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

Should New Year's Day, Christmas Day, Boxing Day, Remembrance Day or Canada Day fall on other than an employee's regular working day and if it is not proclaimed or observed on a regular working day, an employee shall be entitled to one (1) day of holiday with pay for that day at a time mutually agreed to by the employee and his/her immediate Supervisor.

In the event that a paid holiday falls within an employee's vacation period, he/she 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.

Child Care Services employees, who are required to work on Remembrance Day, will be paid at the employee's regular rate of pay for that day, and be granted a floating holiday to be used between November 12 and December 31, at a time mutually agreed to by the employee and his/her immediate Supervisor.

11.02

- a) Authorized work performed on a paid holiday, defined in Article 11.01 except Christmas or New Year's Day, shall be paid at the rate of time and one-half the employee's regular hourly rate in addition to any pay to which he/she may be entitled.
- b) Authorized work performed on Christmas or New Year's Day shall be paid at the rate of double the employee's regular hourly rate in addition to any pay to which he/she may be entitled.

## ARTICLE 12 – VACATIONS

Effective January 1, 2021

- 12.01 New employees shall be entitled to one (1) day of vacation with pay at the employee's regular hourly rate for each partial or 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.
- 12.02 Employees on the active payroll with one (1) full year's continuous service shall be entitled to three (3) weeks vacation with pay in the year in which the one (1) year of service is completed and thereafter.
- 12.03 Employees on the active payroll with nine (9) years continuous service shall be entitled to four (4) weeks vacation with pay in the year in which the nine (9) years service is completed and thereafter.
- 12.04 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.
- 12.05 Employees on the active payroll with twenty-six (26) years continuous service shall be entitled to six (6) weeks vacation with pay in the year in which the twenty-six (26) years service is completed and thereafter.



12.06 In the selection of vacation dates, every effort will be made, consistent with the necessities of the operation, to allow the employees to exercise their choice in accordance with their seniority status. The selection of vacation dates must be made by March 1st and posted in all workplaces by April 1st. All other vacation time must be requested two (2) weeks in advance and will be approved on a first come basis and consistent with the necessities of the operation. It is understood between the parties that a maximum of five (5) days vacation can be carried over into the subsequent year.

12.07

- a) All time lost from work due to absences from work 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:
  - i.) Time off for paid sick leave under the sick leave credit system under the Collective Agreement;
  - ii.) Union leave under the Collective Agreement, excluding leaves to take a position within the Union.
  - iii.) Maternity and Parental Leave, Jury Duty and Bereavement Leave.
- b) Notwithstanding the foregoing, time lost while in receipt of Workers' Compensation benefits either:
  - i.) exceeding sixty (60) working days, whether continuous or not in a vacation year; or
  - ii.) exceeding sixty (60) continuous working days spanning two (2) vacation years, will reduce vacation pay entitlement in the same proportion as the factor by which the periods of absence relate to the full vacation year. Accumulated days can only be counted once in order to determine whether pro-rating is applicable.
- c) Pro-rating of employees on Workers' Compensation under this clause will cease once the employee has returned to work and the Corporation has started to pay wages directly. Top-up payments will not be included as "wages paid directly".
- d) In any of the foregoing circumstances, vacation pay entitlement shall be pro-rated taking into account the total length of the period of absence.

## **ARTICLE 13 – EMPLOYEE BENEFIT PLANS**

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

### **Group Life Insurance**

Effective April 1, 2013 – the Group Life insurance plan is outlined in the attached Letter of Understanding – CUPE Benefit Harmonization.

### **Long Term Disability**

Effective April 1, 2013 – the Long Term Disability plan is outlined in the attached Letter of Understanding – CUPE Benefit Harmonization.

### **Extended Health Plan**

Effective April 1, 2013 – the Extended Health plan is outlined in the attached Letter of Understanding – CUPE Benefit Harmonization.

### **Dental Care Plan**

Effective April 1, 2013 – the Dental Care Plan is outlined in the attached Letter of Understanding – CUPE Benefit Harmonization.

### **Retired Employees Between Age 55 and 65 Benefit Plan**

Effective June 1, 2013 – the Retired Employees Between Age 55 and 65 Benefit Plan is outlined in the attached Letter of Understanding – Retired Employees Between Age 55 and 65.

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

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

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

13.04 In the event of an employee being laid off, the Corporation will pay the premiums for such benefits to the end of the month in which the lay-off occurs.

13.05

- a) Subject to the provision of the collective agreement and legislation, benefit coverage will continue only for absences due to layoff, illness, disability and Workplace Safety and Insurance compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and twenty (120) consecutive days. "Benefit Coverage" includes life insurance, AD.&D., L.T.D., Extended Health Plan and Dental Plan. Employees who go on L.T.D. will be paid benefit coverage as of the date they qualify for L.T.D. based on their seniority as follows:

Seniority in Years of Service	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 2 - Length of Benefit Coverage Based on Seniority When an Individual Qualifies for Long Term Disability

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

- b) In the event of an employee being laid off, the premium for such benefits will be paid by the Corporation until the end of the month. During periods of layoff, employees shall deposit, at the Human Resources Department, the full premiums due on or before the 1st day of each month in order to maintain the coverage afforded in the aforementioned benefits.

13.06 **O.M.E.R.S.:** In addition to the Canada Pension Plan, 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.

**13.07 Sick Leave:**

- a) Each full-time employee, except students, who has completed his/her probationary period shall be credited with one and one-half (1 ½) days' sick leave for each calendar month of service with the Employer. Each employee shall continue to accumulate sick leave during the first five (5) absences in any calendar year. However, for any and all subsequent periods of absence, there shall only be a one (1) day accumulation during the month or months in which such absences occur.
  - b) All accumulated sick leave bank credits as of December 31, 1984 will be transferred to a reserve, in trust, to the employee's credit and there shall not be any additional accumulation. It is understood that such sick leave credits are frozen only insofar as cashout is concerned and should an employee not have sufficient sick leave from his/her new accumulation, his/her frozen sick leave bank can be used for illnesses or other absences referred to in this article.
  - c) Effective January 1, 1998 all employees will receive a sick leave credit at the rate of one and one-half (1 ½) days per month until such sick leave credit reaches on hundred and seventy (170) days. There shall be no cash-out provision on the accumulation after January 1, 1985.
  - d) The sick leave bank will be deducted for each absence and upon return to work the sick leave bank will be credited at one and one-half (1 ½) days per month until the bank is reimbursed up to a maximum of one hundred and seventy (170) days effective January 1, 1998. Should an employee not have sufficient credits to qualify for the one hundred and twenty (120) day waiting period in his/her active bank, he/she would be eligible for E.I. sick benefits or may use the sick leave bank credit which he/she earned prior to December 31, 1984.
- 13.08 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.
- 13.09 The number of days or parts of days for which an employee received "sick pay" shall be deducted in hours from his/her cumulative sick pay credit.
- 13.10
- a) Except under circumstances beyond an employee's control, any Employee absent due to illness or injury must call their Supervisor or designate, at least one (1) hour before the start of their shift.

- b) Upon return to work after a period of three (3) days absence due to illness or disablement, it is the responsibility of the employee to produce a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties or provides medically supported restrictions/limitations that may require accommodation. Forms for this purpose are available from the employee's immediate supervisor, the Corporation's Intranet, and upon request will be faxed or emailed to the employee's doctor.
  - c) In cases of sickness or disablement lasting more than three (3) days, employees are required to produce a completed City of Brantford Medical Certificate form from a duly qualified medical practitioner verifying their inability to attend work and certify that they are not fit to resume their regular duties or modified duties.
  - d) Where the original City of Brantford Medical Certificate form identifies a specific return to work date additional forms will not be required during that period, unless there is a change in the expected return date. The employer may request clarification of the medical information provided. If such clarification is requested, the cost will be borne by the Corporation to a maximum of \$50 per certificate.
  - e) An employee whose illness/non-occupational injury extends to twenty (20) consecutive working days and a return to work date was not identified on the original City of Brantford Medical Certificate form, the employee shall, on the twenty (20) working day and for every subsequent twenty (20) days, file a completed City of Brantford Medical Certificate form completed by a duly qualified medical practitioner, with their Supervisor or their designate, or Human Resources.
  - f) However, where a Supervisor or their designate has reason to believe that any absence of an employee was not due to illness/injury, a completed City of Brantford Medical Certificate form may be requested of the employee. If such certificate is requested, the cost will be borne by the Corporation to a maximum of \$50 per certificate.
  - g) An Employee failing to produce a completed City of Brantford Medical Certificate form pursuant to Article 13.10, except in circumstances beyond the employee's control, shall be considered as being absent without leave (AWOL) and is subject to appropriate disciplinary action.
- 13.11 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 days. An employee's sick leave credit shall be available for scrutiny in the Human Resources Department by the employee concerned. A Union Representative

may, with permission of the employee concerned, scrutinize that employee's sick credit record in the Human Resources Department.

**(a) Doctor/Dentist Visits**

It is understood that employees may use up to three (3) days sick leave annually for attendance at Doctor's or Dentist's appointments, in accordance with Article 13.09, and the department may request verification of attendance at such appointment. However, such appointments shall not be counted as absence under Article 13.07(a).

**(b) Family Illness:** An employee shall be allowed to use 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 sick leave bank but shall not be counted as absence under Article 13.07 (a). It is expressly understood that the provisions of this Article are intended for emergency illnesses. An employee shall not be guaranteed payment for such leave of absence should he/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.

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

**13.12 W.S.I.B.:** When an employee is absent due to a workplace accident and is in receipt of Workplace Safety and Insurance Benefits, the Corporation will make up the difference between the benefit allowance and the employee's net pay. At no time is the benefit top up to exceed 100% of the employee's net pay.

The top up amount will be debited by the appropriate number of hours from the employee's sick leave credits. Employees returning to work from a workplace accident shall be required to submit medical documentation satisfactory to the Corporation from a duly recognized practitioner verifying that the employee is able to return to work.

**13.13 Frozen Sick Leave:** In accordance with Article 13.07 (b) upon termination of employment an employee shall be entitled to one-half (½) of the number of sick

days standing to his/her credit in the frozen sick leave bank on the basis of the employee's regular weekly basic rate of pay divided by five. The amount shall be the maximum of six (6) months' salary. In the event of death, this cumulative sick leave credit shall be paid to the employee's beneficiary.

- 13.14 The parties agree that the employee's sick leave credits will not be posted on the Seniority List, however, it is understood that employees will have access to their sick leave credit and balance.

## **ARTICLE 14 – CLOTHING**

- 14.01 All personnel will be supplied with protective clothing and/or safety apparel as required. Such protective clothing, and/or safety apparel shall be kept available by such personnel at all times for their use as conditions dictate and/or as required by the Employer. It is understood that employees who work outside as part of their normal job duties may request protective clothing and/or safety apparel as needed, such requests will not be unreasonably denied.

- a) Building Inspection and Traffic employees (outside) shall be supplied with Rain Suits. If required and upon approval of the Manager, additional employees will be supplied with a rain suit.

- 14.02 Employees on the active payroll and on the seniority list who require C.S.A. approved Safety footwear (excluding those employees covered under Article 14.03) shall be entitled, on a calendar year basis, to be reimbursed upon presentation of a receipt, for the purchase of C.S.A. approved Safety footwear. Single or multiple purchases of C.S.A. approved footwear within the calendar year by an employee shall be limited to a maximum of one hundred and sixty dollars (\$160.00).

Those students on a co-operative work term who require CSA approved footwear shall be entitled once during their employment with the Corporation to purchase such footwear and shall be reimbursed upon presentation of a receipt to a maximum total reimbursement including all taxes of one hundred and thirty dollars (\$130.00).

- 14.03 Annually, active full-time Wastewater Compliance Inspector, Traffic Department employees, Construction Inspector/Operator, Development Inspector, Development Inspector/Coordinator, Development Inspector/Operator, Landfill Inspector, Collection Inspector, Operational Services Inspector, Surveyors and Surveyors' Assistant on the seniority list as of January 1st, shall be entitled to a combined annual amount of \$430 (inclusive of all taxes) have the opportunity to select clothing items from a clothing list provided by the Corporation and a

reimbursement, upon presentation of a receipt, for the purchase of CSA approved safety footwear in accordance with the City's Health & Safety Standard to a maximum annual dollar value inclusive of all taxes.

Effective January 1, 2021 - Four hundred and fifty dollars (\$450.00)

- a) New full-time Wastewater Compliance Inspector, Traffic Department employees, Construction Inspector/Operator, Development Inspector, Development Inspector/Coordinator, Development Inspector/Operator, Landfill Inspector, Collection Inspector, Operational Services Inspector, Surveyors and Surveyors' Assistant employees will receive the following clothing issue upon satisfactory completion of their probation period:
- Five (5) pairs of work pants
  - Three (3) long sleeve work shirts
  - Three (3) short sleeve work shirts
  - One (1) winter coat or spring jacket
- b) It is understood that any clothing provided to employees is to be worn during working hours and that all articles of clothing identifying the City Department supplied by the Corporation is to be returned or have the identifiers removed in the event an employee is leaving the employ of the department for any reason.
- c) Laundering and proper care of all clothing is the responsibility of the employee and clothing issued is not to be defaced or altered in appearance or intent.
- d) It is expressly understood that employees shall be properly and suitably dressed and neat in appearance and violation of this Article shall render an employee liable to discipline.

**14.04** New full-time Municipal Law Enforcement Officer/Property Standards Officers will receive the following Clothing issue upon satisfactory completion of their probation period:

- Five (5) pairs of work pants
- Ten (10) work shirts (long or short sleeved)
- Two (2) work sweaters
- One (1) work winter coat
- One (1) work spring jacket



Employees entitled to the above issue of clothing shall be eligible to receive a replacement issue of a 1 on 1 basis of the sweaters, winter coat and spring jacket, when such article is returned to their supervisor and proves to be either damaged and/or rendered unusable as a result of the employee's work activities, or wear out as a result of normal wear.

(a) Annually, active full-time Municipal Law Enforcement Officer/Property Standards Officers on the seniority list as of January 1st, shall be entitled to:

- Two (2) pairs of work pants
- Two (2) work shirts (long or short sleeved)

14.05 New full-time Facilities Maintenance Operator, Water Compliance Technician and Building Inspector positions will receive the following clothing issue upon satisfactory completion of their probation period:

- Five (5) work shirts (long or short sleeved)
- One (1) work winter coat
- One (1) work spring jacket

Employees entitled to the above issue of clothing shall be eligible to receive a replacement issue of a 1 on 1 basis of the winter coat and spring jacket, when such article is returned to their supervisor and proves to be either damaged and/or rendered unusable as a result of the employee's work activities, or wear out as a result of normal wear.

(a) Annually, active full-time Facilities Maintenance Operator, Water Compliance Technician and Building Inspector positions on the seniority list as of January 1st, shall be entitled to two (2) work shirts (long or short sleeved)

## **ARTICLE 15 – UNION DUES**

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

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

## ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for leave of absence is subject to reasonable notice in writing to the Human Resources Department, and in the event any such leave of absence is not used for the purpose granted, the employee is subject to discipline which may include dismissal. Requests for leaves under this article will not be unreasonably denied.
- 16.02 Any employee who is selected for a full time position with the Union shall be allowed or given a leave of absence by the Employer without loss of seniority and without pay, but there shall be no accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the General Manager and such renewal shall not be unreasonably withheld.
- 16.03 Union members on authorized Committees, including Grievors, meeting with the employer on grievance up to and including Arbitration, or negotiations up to and including conciliation, or at any other mutually agreed meeting, will be given a leave of absence without loss of pay.
- 16.04 Employees requesting time off for the purposes of Union conventions or other union business not connected with this agreement, shall be granted such time off subject to the following conditions:
- a) When the Union requests time off without pay for an employee or employees to perform Union business, and if such time off is granted, the Union shall reimburse the Corporation for the continuance of such employees on the payroll.
  - b) Upon application in writing to the Director of Human Resources by the Secretary of the Union, a maximum of three (3) employees from the Unit shall be allowed or given a leave of absence with pay and without loss of seniority to attend such Union convention and/or seminar as a delegate of the Union. Such leave of absence shall not exceed five (5) working days duration at any one time.
  - c) Application for such leave of absence shall be made at least ten (10) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation but shall not be unreasonably withheld.
  - d) The payment in any one calendar year shall be deducted from the twenty-eight (28) day maximum allotment for all Units.

16.05 Pregnancy/Parental and Adoption leaves of absences shall be in accordance with the *Employment Standards Act* and amendments made thereto.

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.

a) Pregnancy Leave Supplementary Unemployment Benefit

Will consist of the following:

- i.) Employees will be unpaid for the one (1) week Employment Insurance waiting period; and
- ii.) 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 City with proof of their EI payments.

16.06 **Bereavement:** The Employer 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, parents or step-parent.

The Employer 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.

16.07 Up to two (2) employees, designated by the Union, shall be allowed time off (not to exceed one-half (½) day for each employee), with pay to attend the funeral of a fellow employee or retired employee as Representatives of the Union.

16.08 **Jury/Witness Duty:** All employees who are required to serve as jurors, or subpoenaed as a witness in any court in Ontario shall be granted a leave of absence for this purpose upon application to the Director of Human Resources. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of his/her jury or witness service, such employee shall present to his/her immediate Supervisor a satisfactory certificate showing such period of service. Such employee will be paid his/her full salary for the period of such jury service or witness service provided he/she shall deposit with the Corporation,

through the Human Resources Department the full amount of the compensation received, excluding mileage and travel expense, and an official receipt therefor. However, should the employee present himself/herself for the selection as a juror and not be selected, then he/she shall be required to return to his/her regular employment to complete his/her remaining normally scheduled work day.

- 16.09 It is understood that employees are entitled to other unpaid leaves of absence as per the *Employment Standards Act*. Requests for such leaves will be made with reasonable notice in writing to the Human Resources Department, and will not be unreasonably denied.

## **ARTICLE 17 – TECHNOLOGICAL CHANGE**

### **17.01 Technological Change – Advance Notice**

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

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

### **17.02 Technological Change – Income Protection**

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

### **17.03 Technological Change – Training Benefits**

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

### **17.04 Additional Training**

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

## ARTICLE 18 – GENERAL

- 18.01 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its duly authorized representatives and pledges that it and each of its duly authorized representatives shall observe the provisions of this Agreement.
- 18.02 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union and pledges that it, each of its duly authorized officers and representatives and the employees covered by this Agreement, shall observe the provisions of this Agreement.
- 18.03 **Travel Expense:** Employees required to use their private vehicles will be reimbursed at the standard non-taxable per kilometer rate in accordance with corporate policy for all distances required to be traveled in carrying out the duties of their job.
- Employees authorized to use their private vehicles for Employer's business shall be entitled to receive the difference in insurance premium (up to \$80.00) applicable to business use as against pleasure and work use for public liability, property damage, collision and comprehensive. Such compensation shall be paid within two (2) weeks of the employee producing a receipt for same to his/her immediate Supervisor. All employees required to use such private vehicles on Employer business shall be required to have such public liability and property damage coverage.
- 18.04 The Recording Secretary of the Union shall, after any change of officers of the Union, send a list of the changes to the Human Resources Department within ten (10) days of such changes.
- 18.05 The Unit Chairperson of the Union shall notify the Human Resources Department of the Employer in writing, designating the personnel constituting the Bargaining Committee for the said Union at least three (3) months prior to the termination of this Agreement. Neither the Union nor the Employer Bargaining Committees shall exceed six (6) members, including an advisor or spokesperson.
- 18.06 All words in this Agreement in singular and masculine shall, when the context so requires, include the plural or the feminine. All words in this Agreement that pertain to gender shall, wherever possible, be gender neutral.
- 18.07 Notices required to be given under any of the provisions of this Agreement shall, in the case of the Union be directed to the Unit Chairperson; in the case of the Employer, be directed to the Director of Human Resources, except as otherwise designated.

- 18.08 Appendixes "A", "B", "C", "D", "E", "F", "G", "H" attached hereto form part of this Agreement.
- 18.09 In the event of development of Regional Government or other service sharing arrangement between or among Municipalities involving the City of Brantford and affecting the employees of this Agreement, the Director of Human Resources shall notify the Secretary of the Union at least one hundred and twenty (120) days before, or where circumstances are such that such notice is not practicable, give the Union reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of the employees in order that the Union may be given an opportunity to discuss such matters with the Employer.
- 18.10 **Health & Safety:** The parties agree to maintain Joint Health and Safety Committees in accordance with the *Ontario Occupational Health and Safety Act* and the City's Joint Health and Safety Committees Terms of Reference as signed off between the parties.
- 18.11 Employees employed in positions, which require a Professional Designation as a condition of employment shall be entitled to receive reimbursement for the payment of such professional membership dues.

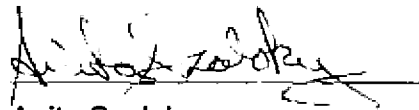
## **ARTICLE 19 – DURATION**

- 19.01 Unless changed by mutual consent, the terms of this Agreement shall continue in effect until April 1, 2023 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.
- 19.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 19.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the *Ontario Labour Relations Act, R.S.O., 1995*, have been completed, whichever date should first occur.

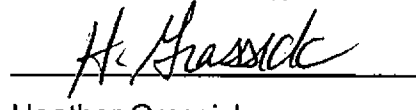
IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this 18<sup>th</sup> day of March 2022.

The Corporation of the City of Brantford

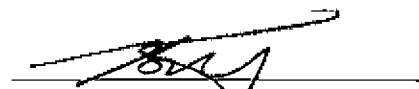
C.U.P.E. Local 181, City Hall Unit



Anita Szaloky  
Director of Human Resources



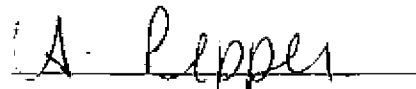
Heather Grassick  
CUPE National Representative



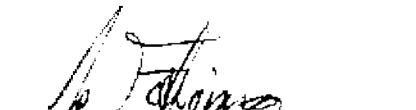
Brian Hutchings  
Chief Administrative Officer



Belinda Woodend  
Unit Chair



Allison Pepper  
Negotiating Committee



Joseph Fabiano  
Negotiating Committee



Shirley Carroll  
Negotiating Committee



Stephen Burroughs  
Negotiating Committee

## SCHEDULE "A"

### Wage Rates

Positions listed as of January 1, 2021

Through the Job Evaluation process, the Parties agree to maintain and update Schedule "A" as required. Revised Schedule "A's" shall be provided to the Union Executive and the Human Resources Department as they occur and shall be provided to the membership of the bargaining unit January 1st annually.

#### Level 1 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 1	0-200	31-Mar-19	\$18.30	\$19.11	\$19.72	\$20.33
		29-Mar-20	\$18.62	\$19.45	\$20.07	\$20.69
		04-Apr-21	\$18.95	\$19.79	\$20.42	\$21.05
		03-Apr-22	\$19.32	\$20.18	\$20.83	\$21.47

Table 3 - Level 1 Position Evaluation Point Range and Wage Ranges for 2019-2022

No current Level 1 Positions

#### Level 2 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 2	201-230	31-Mar-19	\$20.27	\$21.17	\$21.84	\$22.52
		29-Mar-20	\$20.62	\$21.54	\$22.22	\$22.91
		04-Apr-21	\$20.98	\$21.91	\$22.61	\$23.31
		03-Apr-22	\$21.40	\$22.35	\$23.07	\$23.78

Table 4 - Level 2 Position Evaluation Point Range and Wage Ranges for 2019-2022

No current Level 2 Positions



### Level 3 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 3	231-260	31-Mar-19	\$22.26	\$23.25	\$23.99	\$24.73
		29-Mar-20	\$22.64	\$23.65	\$24.41	\$25.16
		04-Apr-21	\$23.04	\$24.06	\$24.83	\$25.60
		03-Apr-22	\$23.50	\$24.54	\$25.33	\$26.11

Table 5 - Level 3 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 3 Positions include:

Surveyors Assistant

### Level 4 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 4	261-290	31-Mar-19	\$24.21	\$25.29	\$26.09	\$26.90
		29-Mar-20	\$24.63	\$25.73	\$26.55	\$27.37
		04-Apr-21	\$25.07	\$26.18	\$27.01	\$27.85
		03-Apr-22	\$25.57	\$26.71	\$27.56	\$28.41

Table 6 - Level 4 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 4 Positions include:

Administrative Assistant – Child Care  
 Building Services Assistant  
 Business Resource Clerk

Mailroom Duplicating Clerk  
 Parks Design & Development Assistant  
 Urban Forestry Support

## Level 5 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 5	291-320	31-Mar-19	\$26.20	\$27.36	\$28.24	\$29.11
		29-Mar-20	\$26.66	\$27.84	\$28.73	\$29.62
		04-Apr-21	\$27.13	\$28.33	\$29.24	\$30.14
		03-Apr-22	\$27.67	\$28.90	\$29.82	\$30.74

Table 7 - Level 5 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 5 Positions include:

Accounts Payable Clerk	Corporate Records Clerk
Bylaw Enforcement Assistant	Customer Service – Tax Clerk
Cemeterian	Fields/Events Booking Clerk
Collection Inspector	Operational Services Clerk
Community Recreation Clerk	Parking Administrative Assistant
Corporate Records/Duplicating Clerk	Parks Operations Clerk

## Level 6 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 6	321-350	31-Mar-19	\$28.17	\$29.42	\$30.36	\$31.30
		29-Mar-20	\$28.67	\$29.94	\$30.89	\$31.85
		04-Apr-21	\$29.17	\$30.47	\$31.44	\$32.41
		03-Apr-22	\$29.75	\$31.08	\$32.07	\$33.06

Table 8 - Level 6 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 6 Positions include:

Administrative Support Specialist –Public Works	Licensing Representative
Assistant Buyer	Metering and Administrative Coordinator
Compliance Technician	Operational Services Inspector
Customer Contact Centre Representative	Parking/Bylaw Enforcement Coordinator
Facilities Maintenance Operator	Support Services Assistant (Fire)
IT Project Coordinator	Traffic Maintenance – Signs
Junior Financial Analyst	

## Level 7 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 7	351-380	31-Mar-19	\$30.18	\$31.52	\$32.52	\$33.53
		29-Mar-20	\$30.71	\$32.07	\$33.10	\$34.12
		04-Apr-21	\$31.25	\$32.64	\$33.68	\$34.72
		03-Apr-22	\$31.87	\$33.29	\$34.35	\$35.41

Table 9 - Level 7 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 7 Positions include:

Accounting Coordinator	POA Court Monitor
Billing and Collections Representative	Small Business Consultant
CADD Operator	Survey Technician
Child Care Representative	Systems Administrator
Landfill Inspector	Systems Analyst/Admin Coordinator
POA Administration Clerk	Technology/Help Desk Support Analyst
POA Collection Clerk	Transportation Technician

## Level 8 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 8	381-410	31-Mar-19	\$32.12	\$33.55	\$34.62	\$35.69
		29-Mar-20	\$32.68	\$34.13	\$35.22	\$36.31
		04-Apr-21	\$33.26	\$34.73	\$35.84	\$36.95
		03-Apr-22	\$33.92	\$35.43	\$36.56	\$37.69

Table 10 - Level 8 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 8 Positions include:

AMANDA Administrator	Knowledge Specialist – CRM
Application Specialist	Licensing Compliance Officer
Building Services Technologist	Programmer Analyst – SharePoint
Capital Fund Analyst	Technical Systems Specialist
Development Coordinator/Inspector	Traffic Signal Electrician
Development Inspector	Traffic Systems Technologist
GIS Technologist	Water Compliance Technician
IT Asset Management Administrator	

## Level 9 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 9	411-440	31-Mar-19	\$34.10	\$35.62	\$36.75	\$37.89
		29-Mar-20	\$34.70	\$36.24	\$37.39	\$38.55
		04-Apr-21	\$35.30	\$36.87	\$38.04	\$39.22
		03-Apr-22	\$36.00	\$37.60	\$38.80	\$40.00

Table 11 - Level 9 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 9 Positions include:

Buyer	Facilities Management Coordinator
CADD Coordinator	GIS Specialist
Compliance Inspector (Wastewater)	Infrastructure Planning Technologist
Customer Information Systems Coordinator	Municipal Law Enforcement/
Database Administrator	Property Standards Officer
Development Inspector/Operator	Project Coordinator
Environmental Engineering Technologist	Project Management Coordinator
Environmental Technologist – Solid Waste	Transportation Technologist
Environmental Services Technologist	

## Level 10 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 10	441-470	31-Mar-19	\$36.07	\$37.68	\$38.88	\$40.08
		29-Mar-20	\$36.70	\$38.33	\$39.56	\$40.78
		04-Apr-21	\$37.34	\$39.00	\$40.25	\$41.49
		03-Apr-22	\$38.09	\$39.78	\$41.05	\$42.32

Table 12 - Level 10 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 10 Positions include:

Building Inspector/ Property Standards Officer Construction Inspector/Operator Design Technologist Development Engineering Reviewer Financial Analyst	Plumbing Inspector Project Management Specialist Security Technical Specialist Transportation Planning Project Coordinator Waste Reduction Coordinator
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## Level 11 Positions

Position Level	Evaluation Point Range	Effective	Minimum Rate	3 Month Rate	After 1 year	After 2 years
Level 11	471-500	31-Mar-19	\$38.05	\$39.74	\$41.01	\$42.28
		29-Mar-20	\$38.72	\$40.44	\$41.73	\$43.02
		04-Apr-21	\$39.39	\$41.14	\$42.46	\$43.77
		03-Apr-22	\$40.19	\$41.97	\$43.31	\$44.65

Table 13 - Level 11 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 11 Positions include:

Coordinator Construction Inspector/Operator  
Senior Plans Examiner  
Water and Wastewater Infrastructure Planner

## SCHEDULE "B"

### Student Rates

#### Summer Students Schedule of Rates

Point of Time	31-Mar-19	29-Mar-20	04-Apr-21	03-Apr-22
Rate	\$14.25	\$16.50	\$16.79	\$17.13

Table 14 – Summer Student Rates from 2019 to 2022

#### Co-op Students Schedule of Rates

Work Term	31-Mar-19	29-Mar-20	04-Apr-21	03-Apr-22
1	\$16.02	\$18.08	\$18.40	\$18.76
2	\$16.52	\$18.64	\$18.97	\$19.34
3	\$17.03	\$19.22	\$19.56	\$19.94
4	\$17.56	\$19.81	\$20.16	\$20.56
5	\$18.10	\$20.42	\$20.78	\$21.20

Table 15 – Co-op Student Rates from 2019 to 2022

\*\* It is understood that Co-op student wage rates are subject to the general wage increase negotiated between the parties.

## APPENDIX “A”

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

### Terms of Reference for Labour Management Committee

The parties agree to maintain a Labour / Management Committee for the purpose of discussing issues relating to the workplace that affect the parties and/or employees bound by this Agreement.

#### 1. Function of the Committee

The function of the committee is to facilitate discussion and resolution on matters of interest to the Corporation and employees, to promote and maintain a work environment which fosters employee engagement.

Every reasonable effort will be made by both parties to facilitate representation of both the employee's and employer's interests at the Labour Management Committee.

#### 2. Purpose of the Committee

To investigate, study and discuss possible solutions to mutual problems affecting labour-management relations.

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

#### 3. Issues to be Discussed

Not limited to the following:

- New full-time positions established by the Corporation to determine the non-union or union status of the position. Should the parties not agree on the

status of the position, the union may proceed to binding arbitration within 30 days, otherwise, the Corporation will proceed to fill the new position.

- Changes in the organizational structure
- Paid holiday schedule
- Technological change
- Short and long term planning of the Corporation
- Review contract positions

#### **4. Representation**

**Management:** Up to three (3) management representatives may attend the meeting and a human resources representative to assist the management representatives.

**Union:** Up to three (3) bargaining unit employees may attend, one (1) of which must be the unit chair or their designate, and the CUPE national representative.

Each party will designate a co-chair and will alternate chairing the meetings.

#### **5. Meetings**

The parties agree to meet upon request of either party.

The parties will meet no more than four (4) times per year, unless both parties mutually agree to meet more often.

The party requesting to meet shall prepare and distribute an agenda one (1) week in advance of the meeting.

A record of mutually agreed upon decisions will be kept and posted.

The terms of reference may be changed upon mutual agreement of the parties



## **APPENDIX “B”**

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

#### **Market Value Positions**

The Corporation of the City of Brantford and the Canadian Union of Public Employees, Local 181, City Hall Unit recognize the dynamics of the job market and situations where there could be an increased temporary demand for certain types of skills and positions. With mutual agreement of the parties the Corporation may pay market sensitive positions in a higher band in order to respond to these circumstances.

Where such circumstances may arise, the parties shall meet within two (2) weeks of the request to discuss the particulars of the request. The discussion shall include, but not be limited to:

- Objective market data to demonstrate the need of the request
- The proposed rate of pay

Where objective market data has been provided to the Union such agreement will not be unreasonably withheld by the Union. It is understood that positions subject to such a request shall remain within the bargaining unit, and the position shall be subject to any negotiated wage increases. Requests made under this appendix shall not be unreasonably denied. Where an agreement is reached, the parties shall execute a Memorandum of Agreement.

## **APPENDIX “C”**

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

#### **Construction Inspectors**

The Corporation of the City of Brantford and the Canadian Union of Public Employees, Local 181, City Hall Unit agree without precedence and prejudice that the vacation accumulation for Construction Inspectors will be January 1 to December 31 in accordance with Article 12 of the current Collective Agreement. All vacation days earned for any given calendar year shall be used by the employees no later than March 31 of the following year. Any such vacation taken between January 1 and March 31 of the following year shall be paid at the appropriate rate of pay in effect in December of the vacation calendar year.

In addition, the lieu bank maximum for Construction Inspectors will increase from 10 days as stated in Article 10.01 (d) of the current Collective Agreement to 20 days as they are working excessive hours during the peak construction season.

## APPENDIX "D"

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

### **CUPE Benefit Harmonization – Effective April 1, 2013**

The parties agree to replace Articles 13.02, 13.03 and 13.04 of the Collective Agreement with the following benefits based on the acceptance of CUPE Benefit Harmonization package across the following City of Brantford – CUPE Local 181 Bargaining Units inclusive of:

- City Hall,
- OWB and Housing
- Public Works,
- Parks, Cemeteries and Recreation
- And Library Full-Time

The Corporation agrees to pay a Carrier the premium costs for the following group employee benefit plan effective April 1, 2013 for full-time employees on the active payroll after three (3) months of continuous service with the Corporation:

#### **A) GROUP LIFE INSURANCE:**

A Group Life Insurance Plan including A.D. & D. in the amount of 1.5 X annual earnings with a minimum amount of \$15,000.00 for full-time employees under age 65,

A Group Life Insurance Plan excluding A.D. & D. in the amount of 1 X annual earnings with a minimum of \$15,000.00 for full-time employees to age 70.

A Group Life Insurance Plan excluding A.D. & D. in the amount of a flat \$10,000.00 for full-time employees age 70 and over.

**B) LONG TERM DISABILITY (EXCLUDING LIBRARY FULL-TIME UNIT):**

The Corporation agrees to pay a Carrier the premium costs for an insured long-term disability benefit. Benefits of seventy percent (70%) of monthly income to a maximum benefit of \$4,000 per month would commence after a waiting period of (120) calendar days. Benefits do not include an annual escalation clause and would be payable up to the earlier of retirement or age 65. Complete details of the long-term disability benefit will be outlined in a revised Employee Benefit Booklet. All full-time employees will qualify for this benefit after three (3) months continuous service.

**C) EXTENDED HEALTH PLAN:**

- Mandatory Generic with appeal process
- Deductible: \$5 yearly for single coverage, \$10 yearly for family coverage (effective January 1, 2017)
- Travel Assist
- Registered Social Worker added to Clinical Psychologist/EAP
- Increase physiotherapy by \$200 per person
- Smoking cessation drugs (effective January 1, 2017)

The Extended Health Plan to be outlined in the benefit booklet and the premium cost to be paid 100% by the Corporation to include the following:

Drugs - Legally requiring prescription & life sustaining medications;

Private Duty/Nursing - \$10,000 per person per calendar year;

Paramedical (including Clinical Psychologist, Speech Pathologist, Physiotherapy, Chiropractic Osteopath, Chiropodist, Podiatrist, Naturopath) - \$500.00 per practitioner per year;

Hospital (Semi-private or private) - No coverage;

Chronic Care Facility - \$3/day/120 days for 12 consecutive months;

Vision Care - \$300.00 every twenty-four (24) consecutive months -100% no deductible;

Eye Exams - once every twenty-four (24) months (12 months for under age 18) to a maximum of \$75.00;

Hearing Aids - expenses to a maximum of \$500.00 per 60 consecutive months - 100% no deductible;

Orthopaedic Shoes - Reasonable and customary charges as determined by the carrier, no limit

Orthotics – 1 pair every 2 calendar years to a maximum of \$400

Medical Services & Supplies - coverage provided

Accidental Dental - No Maximum for Treatment within 180 days and completed within 1 year of accident;

Out of Province - coverage up to \$500,000 per person lifetime.

#### D) DENTAL CARE

The premium cost of dental benefits to be shared 20% by the Employee and 80% by the Corporation for the following coverage based on the current O.D.A. schedule of fees:

Basic dental coverage 100%, Complete & partial dentures 50%, Recall Exams one (1) every 9 months.

Deductible – Nil

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

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

Dental Rider – Complete and Partial Dentures

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

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

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

Dental Rider – Crowns and Bridgework

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

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

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

9 month recall

## APPENDIX “E”

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

### **Retired Employees Between Age 55 and 65**

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

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

Subject to the following conditions:

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

## **APPENDIX “F”**

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

#### **Clothing Committee**

The Corporation and the Union shall maintain a Work Clothing Committee composed of up to four (4) members of each party. The Committee Shall be responsible for, but not limited to:

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

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



## APPENDIX “G”

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

#### Pay in Arrears

CUPE Local 181 - City Hall Unit employees are currently paid to date. Effective with the pay of October 29, 2021 employees will transition to a one (1) week in arrears payroll. This change only results in a pay cycle change and not a financial reduction in pay but it will mean that on the pay of October 29, 2021 employees will be paid for one week only based on time and attendance for the week of October 17 to 23, 2021. Because employees will be paid one week in arrears, when an employee leaves the employment of the City, there will be one week of pay owing to them at that time.

In preparation for the transition to this pay cycle change and to minimize the impact of the change to pay in arrears in 2021 the following options will be available:

- Option # 1: Use one (1) weeks' worth of accumulated vacation (35 hours/40 hours) to be paid on October 29, 2021. This vacation payout will offset the pay cycle change resulting from the move to one week in arrears. The 35 hours/40 hours will be removed from your 2021 vacation bank allotment to be paid out on the pay of October 29, 2021.
- Option # 2: For employees who are authorized to work overtime – use one (1) weeks' worth of accumulated overtime (35 hours/40 hours) to be paid on October 29, 2021. This overtime payout will offset the pay cycle change resulting from the move to one week in arrears. The 35 hours/40 hours will be removed from the employees' 2021 overtime bank to be paid on the pay of October 29, 2021.
- Option # 3: Modified Hours of Work Arrangement – those employees who don't work regular overtime can opt to bank modified hours for authorized work performed in excess of the standard work day (a minimum of thirty (30) minutes increments) calculated at a rate of one (1) authorized hour of work to one (1)

hour of modified time up to a maximum of 35 hours/40 hours. This modified hour's bank of 35 hours/40 hours will be paid on October 29, 2021 to offset the pay cycle change resulting from the move to one week in arrears and the modified hour's bank will be deleted.

- Option # 4: Opt to have a fixed dollar amount deducted from each pay commencing on the pay of January 8, 2021 based on your weekly net pay on that date, (i.e. there is no adjustment for pay changes that may occur throughout 2021) for the following 22 pays with the last deduction occurring on the pay of October 15, 2021. The accumulated dollar amount that will total one week's net pay will be paid on the October 29, 2021 pay to offset the pay cycle change. For example, a bi-weekly net pay of \$1,500 would deduct \$68.18 over 22 pays to be returned to the employee on October 29, 2021 mitigating the timing difference resulting from moving to one week in arrears.
- Option # 5: Opt to use retroactive pay to cover the weeks' pay. The retroactive pay will be paid out on October 29, 2021 to offset the pay cycle change resulting from the move to one week in arrears. Should the retroactive pay not cover the full amount required to offset the pay cycle change, the employee will be notified so other arrangements can be made. Any remaining retroactive pay will be paid out to the employee.

Should an employee leave the organization prior to the pay of October 29, 2021 any amounts deducted and set aside or vacation entitlement allocated to cover the one week's pay will be repaid on the last pay.

**APPENDIX “H”**

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

**Letter of Understanding – Administrative Clerk (WGSC) Position**

The parties agree the Administrative Clerk (WGSC) position will be added to the CUPE Local 181 – City Hall Unit, effective April 4, 2021.

The incumbents will be required to complete a job evaluation questionnaire in accordance with the Job Evaluation Manual.

Should the current incumbents in the Administrative Clerk (WGSC) position new rate of pay fall below their current rate of pay, they will be placed in the step on the grid that provides them an increase. In the event their rate of pay fall above their current rate of pay, they will be red circled in accordance with article 10.06 (c) of the collective agreement.

The incumbents will continue to work their current hours of work, as outlined below:

<b>POSITION</b>	<b>STANDARD WORKING HOURS</b>	<b>LUNCH BREAK</b>	<b>HOURS PER WEEK</b>
Administrative Clerk – WCSC*	Sunday to Thursday 7:30 a.m. to 3:00 p.m.	Thirty (30) Minute (Unpaid)	35
Administrative Clerk – WCSC*	Monday 12:30 p.m. to 8:00 p.m. Tuesday to Friday, 9:30 a.m. to 5:00 p.m.	Thirty (30) Minute (Unpaid)	35

**Table 16 – Hours of Work for the Administrative Clerk – WGSC Positions**

\* To meet Operational demands, evenings and weekend shifts will be required in lieu of a regularly scheduled shift, in consultation with the affected employees

The incumbents service related entitlements will be based on their current service anniversary date.

The incumbents will begin to accrue seniority based on a seniority date of April 4, 2021.

