



**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, Ontario Works  
Brant and Housing  
Unit

March 31, 2019 – April 1, 2023

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**THIS AGREEMENT** entered into at Brantford, Ontario as of the 31st of March, 2019.

**BY AND BETWEEN:**  
**THE CORPORATION OF THE CITY OF BRANTFORD**  
(Hereinafter designated as the "Corporation")

OF THE FIRST PART and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES ITS LOCAL 181**  
**ONTARIO WORKS BRANT AND HOUSING UNIT**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART

## **Article 1 - General Purpose**

1.01 WHEREAS it is the purpose of both Parties to this Agreement:

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Corporation and its Employees;
- (b) To recognize the mutual value of joint discussions and negotiations on all matters pertaining to employment, salaries, hours of work and other conditions of employment as set out in this Agreement;
- (c) To ensure the highest possible standards of service to the public in the delivery of services to the Corporation by its Employees;
- (d) To promote the morale, well-being and security of all Employees in the Bargaining Unit as described herein.

The parties agree as follows:

## **Article 2 - Recognition and Coverage**

2.01

- (a) The Corporation recognizes the Union as the exclusive Bargaining Agent for all employees covered by this Agreement as set forth in Schedule "A" attached hereto in its Social Services Department, save and except Supervisors, persons above the rank of Supervisor, Senior Bookkeeper, Policy & Procedure Coordinator, Administrative Program Coordinator, Administrative & Project Coordinator, Executive Administrative Assistant, Community Development Coordinator, Coordinator of Finance Administration, Housing Development Coordinator, Local Systems &

Administrative Coordinator persons regularly employed for not more than twenty-four (24) hours per week.

- (b) The Union acknowledges the right of the Corporation to hire participants for specific Government Projects and Programs and it is understood that these participants shall not acquire seniority or benefits during their employment. Participants shall not perform tasks or duties normally performed by members of this Bargaining Unit to the extent that employees are terminated, laid-off or their hours cut back.

2.02 The term "employee" or "employees" as used in this Agreement, unless it is clearly specified otherwise shall mean only those seniority employees who have completed their probationary period and who are included in the bargaining unit as described in Article 2.01.

2.03 No member of Management shall perform the duties of positions performed by the employees covered by this Agreement with the effect of causing a lay-off.

2.04 Students:

The parties agree that:

- (a) Students will become members of the Union and will pay Union Dues and/or assessments as advised by the Union upon commencement of employment.
- (b) Students will be hired for their specific work term or vacation period and shall not acquire seniority during their employment.
- (c) Students, except as otherwise specified, shall be paid in accordance with the schedule of rates attached hereto as Schedule "B".
- (d) 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.
- (e) 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.

### **Article 3 - Relationship**

3.01 The Corporation and the Union agree that there shall be no discrimination/ harassment practiced with respect to any employee by reason(s) as outlined in the *Ontario Human Rights Code*, and legislation as per the *Ontario Labour Relations Act*, and amendments made thereto.

- 3.02 Subject to Article 2.02 the Corporation agrees that all present employees shall remain and new employees shall become members of the Union.
- 3.03 The Corporation will supply each employee with a copy of this Agreement and will provide one (1) signed original to the National Servicing Representative, the Ministry of Labour and the Secretary of the Union. An electronic copy of the current collective agreement shall be available to all employees.
- 3.04 All new hires will be introduced to the Unit Chairperson or delegate who will be given the opportunity to explain the role of the Union within the Corporation at a time mutually agreed between the department and the Unit Chairperson or delegate, up to a maximum of thirty (30) minutes.

#### **Article 4 - Reservation of Management Functions**

- 4.01 The Union acknowledges that it is the exclusive function of the Corporation 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 cause, may be subject to a grievance and dealt with in accordance with the Grievance Procedure.
  - (c) Generally to manage the operations and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of Human Resources required and the methods, procedures and equipment to be used and all other matters concerning the Corporation's operations not otherwise specifically dealt with elsewhere in this Agreement.
  - (d) Where a decision is made affecting a group of employees, the Unit Chairperson shall be notified by the General Manager of Public Health, Safety & Social Services or Designate as soon as it is practicable within ten (10) working days.
  - (e) Where changes in the staff compliment are implemented, i.e. hiring, lay-off, recalls, terminations, transfers and redundant positions and such other notifications as contained in this Agreement, the General Manager of Public Health, Safety & Social Services or Designate shall notify the Unit Chairperson prior to notification to the affected employees.
- 4.02 The Corporation agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

## **Article 5 - Committees**

- 5.01 Only officers, agents or officials of the Union shall be deemed to be authorized to represent the Union at meetings with the Corporation, and the Corporation shall not be bound to recognize such personnel until it has received such information from the Union in writing. The Union shall therefore furnish the Corporation with the names of its officers, agents or officials, within fourteen (14) calendar days of any change.
- 5.02 The Corporation acknowledges the right of the Union to appoint or otherwise, employees covered by this Agreement, a Grievance Committee composed of not more than four (4) seniority employees, including the Unit Chair and a Negotiating Committee composed of not more than four (4) seniority employees.
- (a) The purpose of the Negotiating Committee is to negotiate this Collective Agreement and re-negotiate agreements as need be from time to time. Members of the Negotiating Committee shall suffer no loss of pay during the regular working hours when attending meetings for negotiations up to Conciliation.
- 5.03 The Union shall have the right to have the assistance of a National Representative of the Canadian Union of Public Employees at anytime or when meeting with the Corporation.
- 5.04 The parties agree to maintain a Labour/Management Committee comprised of up to four (4) members from each party, and who upon request from either party, shall meet for the purpose of discussing issues relating to the workplace that affect the parties and/or employees bound by this Agreement.
- The Labour/Management Committee shall have no authority to change, add to, delete or modify any terms of the Collective Agreement or to settle grievances arising under this Agreement.

## **Article 6 - Discipline, Suspension or Other Discipline**

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



meeting. The Director may have in attendance the Manager or his/her designate and a Human Resources representative.

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

- 6.02 Where Management intends to meet with an Employee to discuss any issue where disciplinary action(s) may result against that Employee, or to investigate matters which may result in disciplinary action against that Employee, the Employee shall have the right to be accompanied by and represented by a Union Representative.
- 6.03 In the event an employee has been reprimanded as outlined in Article 6.01, such employee will be provided, in writing the particulars which caused the reprimand and the Unit Chairperson shall receive a copy.
- 6.04 Any notice of disciplinary action which may have been placed on the Human Resources file of an employee shall be removed after eighteen months (18) of active service has lapsed from the issue date of the letter providing that no further disciplinary action has been recorded. Upon request, employees will be given written notification when notices of disciplinary action have been removed from the employee's file. Any notice of disciplinary action prior to December 20, 2016 shall be removed after twelve (12) months has lapsed from the issue date of the letter providing that no further disciplinary action has been recorded.

## **Article 7 - Grievance Procedure**

- 7.01 The Union recognizes that each steward is employed full-time by the Corporation and that he/she will perform his/her duties as a steward in accordance with the Collective Agreement. The employer will provide a location upon request where a staff member may speak to a union representative and this may include lunch and break periods.

When requesting permission to leave his/her work during working hours to perform his/her duties as a steward, the steward shall indicate in writing the anticipated time of return and should it be necessary to revise the time of return, he/she shall notify his/her immediate supervisor. The steward shall complete the authorized form before such permission shall be given, which permission shall not be unreasonably withheld. The form shall include the location, estimated duration and the reason. The steward shall report to his/her immediate supervisor upon his/her return to work.

The Union recognizes that a steward shall not use such time away from his/her work except to perform his/her duties as a steward.

- 7.02 Members of the Grievance Committee shall suffer no loss of pay during regular working hours when servicing grievances subject to the conditions in Article 7.01.
- 7.03 It is the mutual desire of the Corporation and the Union that the complaints of employees shall be addressed as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her complaint. When an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of this agreement, he/she shall present his/her complaint to his/her immediate Supervisor no later than fifteen (15) working days following the date upon which he/she should have become aware of the circumstances which led up to the complaint. In discussing his/her complaint the employee may be accompanied by his/her Steward if the employee so desires. The employee's immediate Supervisor shall have three (3) working days to verbally reply to the complaint. Failing satisfaction the complaint may be dealt with in the following manner and sequence:

#### **Step 1**

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

#### **Step 2**

Failing a settlement in Step 1 of the Grievance Procedure, the Unit Grievance Committee may refer to the matter to the General Manager, Director and Human Resources Representative within five (5) working days of receiving the decision in Step 1. The Corporations Grievance Committee (composed of the General Manager and/or the Director and a Human Resources Representative) will meet with up to three (3) members of the Unit Committee and the Grievor within ten (10) working days. The decision shall be given in writing within five (5) working days following the meeting.

- 7.04 New Grievances regarding lay-offs and recall shall commence at Step 2 of the grievance procedure.

- 7.05 Subject to Article 7.10, failing settlement under Step 2 of any differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, such difference may be taken to Arbitration as provided in Article 8 herein. If no written notification is received within forty (40) calendar days after the decision in Step 2 is given, it shall be deemed to be abandoned.
- 7.06 Any complaint or grievance concerning or affecting a group of employees and those defined under Article 10.16 shall be originated under Step 2.
- 7.07 A Policy Grievance 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 employees are personally entitled to grieve. The time limits in Article 7.03 shall apply.
- 7.08 The time limits provided under the Grievance Procedure may be extended in writing, by mutual agreement of the parties.
- 7.09 All decisions arrived at between the representatives of the Corporation and the Union shall be final and binding upon the Corporation, the Union and the employee and employees concerned.
- 7.10 A claim by any employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended for three (3) working days or more shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step 2 within five (5) working days after the discharge or suspension is effected. Such grievance may be settled under the Grievance or Mediation Procedure by:
- (a) Confirming the Corporation's action in dismissing or suspending the employee;
  - (b) Reinstating the employee with full compensation for time lost; or
  - (c) By any other arrangement which may be deemed just and equitable.
- 7.11 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.
- 7.12 It is agreed to that an appeal by an employee to an elected official, over a matter that is being or could be grieved under the terms of this Agreement, shall constitute a breach of this Agreement. Violation of this clause shall render an employee to disciplinary action, up to and including dismissal.

- 7.13 The Corporation will supply necessary accommodation facilities to grievance meetings.
- 7.14 A working day for the purpose of grievance, mediation and arbitration procedure shall be defined as a day other than Saturday, Sunday or a recognized holiday. For the purposes of this article the working day does not include the day of the incident/meeting.

## **MEDIATION**

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

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

## **Article 8 - Arbitration**

- 8.01 When a dispute arises in respect to 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 7, the matter in dispute may be submitted by the Corporation or the Union to Arbitration.

- 8.02 **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 agreed 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.
- 8.03 **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 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.
- 8.04 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 consistent with the provisions of this Agreement.
- 8.05 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.
- 8.06 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.
- 8.07 Notwithstanding the provisions of Article 7 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 7,
  - (b) The provisions of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.
- 8.08 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 8.09 Upon mutual consent of the parties any difference may be submitted to a three person board of Arbitration.

## **Article 9 - No Strike and No Lockout**

9.01 In view of the orderly procedure for settling grievances, following the signing of this Agreement, the Corporation 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 Corporation'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.

9.02 In the event that any employee, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines. Those respecting the picket line will not be disciplined and will not receive pay for time away from work.

## **Article 10 - Seniority, Promotions, Vacancies and Staff Changes**

### **Seniority List and Date of Hire**

10.01 Seniority is the preference or priority measured by the length of service within the Ontario Works Brant and Housing Unit.

10.02 The seniority list shall indicate calendar date which shall be the recognized amount of seniority accumulated by the employee and shall incorporate all circumstances defined within this Collective Agreement, which will freeze or diminish an employee's accumulated seniority. An up-to-date seniority list shall be placed on the bulletin boards of each department by the 15th of January and July of each year and following any changes upon the list. Copies shall be sent to the Unit Chairperson.

(a) 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 and will be reflected on the seniority list in seniority order.

10.03 All newly hired staff shall be required to complete a probationary period, which upon successful completion shall establish them as permanent staff. Upon successful completion of the probationary period, seniority shall be effective from the original date of hire, subject to 10.01, 2.01(b) and any other relevant articles.

Staff shall be required to serve a probationary period of six (6) months. It is understood that the probationary period may be extended as mutually agreed between the parties.

- 10.04 Any probationary employee laid off during a probationary period, but is recalled by the Corporation within thirteen (13) weeks, shall suffer no loss in accumulated seniority or probationary period completed. There will be no accumulation during the lay-off period.
- 10.05 Seniority accumulation shall be determined by:
- (a) Ongoing employee service to the Corporation in a capacity defined by the Schedule of Wage Rates.
  - (b) Union members subject to Clause 10.01 and relevant Articles.
  - (c) Maternity, paternity, parental and adoptive leaves of absence as defined by the *Employment Standards Act*.
- 10.06 The employee shall retain seniority during absence from work because of
- (a) Sickness, accident, lay-off, leave of absence approved by the Corporation, and
  - (b) Secondment or appointment outside the bargaining unit where the Corporation is still the Employer.
  - (c) An employee shall lose seniority in the event he/she:
    - (i) Is discharged for cause and not reinstated.
    - (ii) Resigns verbally or in writing and does not withdraw within forty-eight (48) hours.
    - (iii) Is absent from work in excess of three (3) working days without notifying the Supervisor unless such notice was not reasonably possible.
    - (iv) Fails to report for work within ten (10) days after being notified by registered mail to return to work following a lay-off, except in cases of unforeseen emergency which would involve an accident, illness or death.
    - (v) Is laid off for a period of longer than twelve (12) months.
    - (vi) Fails to return to work upon termination of an authorized leave of absence without reasonable and satisfactory proof for the cause of the delay.
    - (vii) Is seconded, appointed or on leave of absence approved by the

Corporation which exceeds twenty-four (24) calendar months in duration.

## **Vacancies**

**10.07** Notices of all vacancies for positions (which shall include the nature of the position, the required qualifications and the salary Band) covered by this Collective Agreement shall be posted on the bulletin boards and electronically for a period of five (5) working days and a copy thereof shall be sent to the Unit Chairperson before being filled.

- (a) Following selection and notification to the successful applicant or a determination by the Employer that there are no eligible candidates. All applicants shall be notified prior to public notification. All applicants will be afforded the opportunity to discuss the means of selecting the successful employee with a member of the selection committee provided such request is submitted within fourteen (14) working days.

**10.08**

- (a) An Employee who has been awarded a position for a vacancy in accordance with Article 10.07 shall be allowed a period of sixty (60) working days to prove his/her ability for the position. After training deemed appropriate in accordance with bench marks established for the position, and prior to the expiration of the sixty (60) working day trial period, if the Corporation or the Employee finds he/she is unable to perform the duties of the position during such period, the Employee shall revert to his/her former position and rate of pay.
- (b) A person employed for the purposes of replacing an employee on an approved leave of absence can occur when it is reasonable to expect that the vacancy is less than twelve (12) weeks. These employees will not:
  - (i) be entitled to the rights of the collective agreement;
  - (ii) become members of the Union; and
  - (iii) pay union dues

**10.09** When making transfers or promotions, and filling full-time vacancies as necessitated for efficiency and practicality, determination of the successful candidate shall be based on an evaluation of written and/or oral tests emphasizing qualifications, interviews to evaluate the ability of the employee to meet the qualifications of the position, and seniority. Providing the evaluation of these tests and interview results are equal, the employee who has the greatest seniority will be awarded the position.



### **Transfers (out-side of the Bargaining Unit)**

10.10 If a bargaining unit employee is appointed by the Corporation or through a competition to a temporary position outside the bargaining unit, such employee's will retain their seniority for up to twenty-four (24) months.

The appointed employee shall have the right to return to his/her former position in the bargaining unit anytime after the first thirty (30) working days following his/her appointment.

10.11 It is understood that employees who have been promoted, transferred or reassigned due to the following reasons listed below will be required to revert to their former position if applicable, upon the return of the absent employee within a four (4) week period:

- (a) Secondment
- (b) Appointment /hire
- (c) Lay-off / Redundancy
- (d) Leave of Absence
- (e) Short Term or Long Term Disability as defined by Articles 16.01 &16.06.
- (f) Accident/Illness
- (g) Pregnancy / Parental Leave

10.12 When new positions are created or existing positions are reclassified, the Corporation will notify the Unit Chairperson in advance of the nature of the position and the proposed wage rate. Wage rates shall be negotiated between the Corporation and the Union.

10.13 Job postings for new positions will be given to the Unit Chairperson two (2) days in advance of the position being posted.

### **Lay-off & Recall**

10.14 In the event of a lack of work or redundancy the employee with the least accumulated seniority in the position affected shall be laid off first, and may exercise his/her seniority rights by displacing other employees with less seniority at the same or lower band/level in accordance with Schedule "A", provided the employee has the qualifications and ability to perform the duties available.

The employee exercising his/her seniority rights shall be paid in the same step of the lower classification. Where as a result of the exercise of the seniority rights set out herein, the employee shall only claim one (1) position per lay-off or redundancy. If the employee who bumps is deemed unable to perform the duties

of the bumped position competently, then he/she will have one additional opportunity to exercise his/her seniority rights per the above. Employees will be given training to meet the expectations of the position.

Employees and the Union shall be given as much notice as possible or at least ten (10) working days of written notice of a lay-off.

Employees will be given five (5) working days from the date of official notice of layoff/redundancy in order to advise management in writing of their bumping choices or accept the layoff.

The Employee will be given a brief description of the assessment process that will take place to determine if the employee can perform the duties of the position they are electing to bump in to.

Any employee electing to bump into a position they have previously held within the last five (5) years shall be exempt from the requirement to complete an assessment for that position.

Notwithstanding the above, employees who previously held an Employment Coordinator or Case Manager position, prior to amalgamation of the position (2016) shall be exempt from the requirement to complete an assessment for the Service Coordinator role.

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.

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 receive 50% of the negotiated wage increases for the pay grade until their rate of pay is equal to the rate for the position.

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 receive 50% of the negotiated wage increases for the pay grade until their rate of pay is equal to the rate for the position.

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 receive 50% of the negotiated wage increases for the pay grade until their rate of pay is equal to the rate for the position.

10.15

- (a) Employees shall be recalled in the order which they were laid off by seniority provided they have the qualifications, skills, and ability to do the work required. No new employee will be hired unless senior employees on lay-off who have the qualifications, skills, and ability to do the work required have been given the opportunity of re-employment.
- (b) Subject first to Articles 10.07 but prior to consideration of external applicants, an employee on lay-off shall be considered for employment within the Bargaining unit provided they have the qualifications, skills, and ability to do the work required.

10.16 Grievances regarding lay-offs and recall shall commence at Step 2 of the grievance procedure.

## **Article 11 - Hours of Work and Overtime**

11.01

- (a) The standard work week for all Ontario Works Brant and Housing employees hired prior to November 30th, 2006 will be thirty-five (35) hours consisting of five (5) days, seven (7) hours each day Monday through Friday.
- (b) The standard work week for all employees hired after November 30th, 2006 will be thirty-five (35) hours consisting of five (5) days, seven (7) hours each day.
- (c) For the benefit of the affected employees any planned changes in working hours when practical, will be posted by the employer 8 weeks prior to any contemplated changes.

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

11.03 An unpaid lunch of one (1) hour shall be taken at a time suitable to the operation. Exception to the standard one (1) hour lunch period may be made as agreed by the Supervisor and affected employee.

11.04 Employees shall be allowed a fifteen (15) minute rest period in the first half and second half of each shift. In any event, the period off the job shall not exceed fifteen (15) minutes.

11.05 Authorized work performed in excess of the employee's standard work week will be recorded to the closest fifteen (15) minute increment and paid at the rate of

time and one-half his/her regular hourly rate, provided that overtime premium payment shall not pyramid. The employee may request lieu time for overtime worked and if such request is granted; lieu time will be given at time and one-half off. Authorized overtime performed by authorized employees on call on a Sunday will be paid at double time of the employee's regular hourly rate provided that overtime premium payment shall not pyramid. Any time remaining at year end will be paid out by mid-January annually.

- 11.06 Authorized work performed on a paid holiday as defined in Article 13 of this Agreement shall be paid at the rate of time and one-half of the employee's regular hourly rate in addition to any holiday pay to which he/she may be entitled.
- 11.07 When an employee is assigned to perform the duties of a higher rated position for one (1) hour or more at a time, they shall receive the minimum rate of pay for the higher position or higher step in the wage range of the temporary position, whichever is necessary to provide an increase in pay from the employee's current rate of pay, for the duration of time they occupy the position.
- 11.08 Any employee who is required and authorized to work to a minimum of two (2) hours consecutive overtime beyond his/her normal quitting time shall be entitled to a meal allowance of ten dollars (\$10.00).
- 11.09 The Corporation will establish an internal on call service list.

Employees who are interested in participating on the on-call rotation schedule must indicate their interest by December 1st for the following year's rotation schedule. All interested employees who are qualified and deemed appropriate will be given the proper training required. A cell phone will be provided for the use of After Hours Call Services only.

Employees on the on-call service list will be paid \$200.00 per week on a rotational basis for After Hours Call Services.

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.

## **Article 12 - Schedule of Wages**

- 12.01 The Corporation agrees to pay and the Union agrees to accept for the term of this Agreement the Salary Schedule attached hereto as Schedule "A".
- 12.02 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. If as a result of an error or omission by the Corporation an employee's regular net pay is more than \$100.00 less than it should be, the Corporation will

upon request reimburse the employee for the shortage within 48 hours of it being brought to the attention of the Corporation.

### **Article 13 - Paid Holidays**

13.01 Employees shall receive the following holidays, and any holiday proclaimed by the Federal, Provincial or Municipal Government. An employee who qualifies for payment for these holidays will be paid at his/her regular rate of pay. Should New Year's Day, Christmas Day, Boxing 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 off with pay for that day at a time mutually agreed to by the employee and the Corporation.

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Last Working Day Prior to Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

13.02 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's vacation at a time mutually agreed upon or pay therefor at the employee's regular hourly rate of pay.

### **Article 14 - Vacations**

14.01

- (a) In the selection of dates for vacation leave, every effort will be made to allow the employees to exercise their choice in accordance with their seniority status. The vacation schedule shall, in the event of a conflict of preference between employees, be determined by the seniority status of the employee, subject to the Corporation's commitment to maintain the service.
- (b) Vacation requests shall be submitted by March 1st of each calendar year for the vacation schedule beginning April 1st. Requests shall be processed and returned to the employee within two (2) working days.
- (c) It is understood that vacation may be used in fifteen (15) minute increments.

- (d) Vacation requests submitted after the March 1st deadline, shall be approved on a first come, first serve basis. Requests shall be approved within two (2) working days subject to operational requirements, and will not be unreasonably denied.

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

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

Table 1 - Vacation Entitlement Based On Years of Service

14.03 It is understood that the vacation entitlement must be taken within the calendar year in which it is earned. An employee will be permitted to carry over up to one (1) week of vacation in the following year.

14.04

- (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 income protection 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 15 - Employee Benefit Plans**

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

### Group Life Insurance

The Group Life Insurance plan is outlined in the attached Letter of Understanding -CUPE Benefit Harmonization

### Long Term Disability

The Long Term Disability plan is outlined in the attached Letter of Understanding - CUPE Benefit Harmonization

### Extended Health Plan

The Extended Health Plan is outlined in the attached Letter of Understanding - CUPE Benefit Harmonization

### Dental Care Plan

The Dental Care Plan is outlined in the attached Letter of Understanding – CUPE Benefit Harmonization

- 15.02 The details of any plans and requirements of the carriers are detailed in the employee's information booklet and reference to that booklet should clarify any questions. The Corporation will supply copies of the Master Policy of Benefit Plan to the Union upon request.
- 15.03 The carrier of any insurance or other benefits will be the Corporation's choice. Should the carrier be changed during the term of this Agreement, the coverage shall be no less than that presently being provided to the employees. Any changes in the carrier shall be communicated to the Union prior to implementation.
- 15.04 Subject to the provision of the collective agreement and legislation, benefit coverage will continue for only absences due to layoff, illness, disability and workplace Safety and Insurance compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and twenty (120) consecutive calendar days. "Benefit Coverage" includes life insurance, AD&D, LTD, Extended Health Plan and Dental Plan. Employees who go on LTD will be paid benefit coverage as part of the date they qualify for LTD based on their seniority as follows:

Seniority	Duration of Benefit Coverage
0 but less than 5 years	3 months
5 but less than 10 years	6 months
10 but less than 15 years	9 months
15 but less than 20 years	12 months
20 but less than 25 years	15 months
25 but less than 30 years	18 months
30 but less than 35 years	21 months
Greater than 35 years	24 months

Table 2 - Benefit Coverage for those on Long Term Disability Based on Seniority

- (a) 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.
- 15.05 In addition to the Canada Pension Plan, every employee 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.

**15.06 Retired Employees Between Age 55 and 65 and include in all collective agreements:**

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

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

Subject to the following conditions:

- (a) Retired employees are required to pay twenty (20%) percent of the monthly dental premiums via direct deposit. Failure to pay the premium will result in the former employee forfeiting all benefits listed above.
- (b) For the purposes of the above noted benefits, only one (1) spouse would be eligible for coverage at anytime.
- (c) 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.
- (d) Benefits will be provided in accordance with the terms of the Plans as they exist at the date of retirement.

## **Article 16 - Wage Replacement Plan**

### **Short-term Disability**

16.01 The short-term self-insured non-occupational disability will provide benefits of sixty-six and two thirds (66 $\frac{2}{3}$ %) of an employee's earnings commencing on the first day of disability due to accident or sickness. Benefits would be payable for up to a maximum of seventeen (17) weeks for any one (1) accident or sickness. Occupational disabilities would be covered by Workplace Safety & Insurance

benefits. A satisfactory doctor's certificate would be required after three days absence.

- 16.02 Usage shall be recorded on an hourly basis.
- 16.03 In order to qualify for sick leave pay, employees are required to notify their immediate supervisor of their inability to be at work because of sickness or disability. Employees may be required to produce proof of sickness in the form of a medical certificate, and in cases of sickness or disability of more than three working days, a medical certificate from a duly qualified medical practitioner certifying that the employee is now fit to resume his/her regular duties may be compulsory before returning to work. It is understood that employees may use up to twenty-four and a half (24.5) hours annually, and can be taken in fifteen (15) minute increments, for sick leave for attendance at doctor's or dentist's appointments. (Effective Jan, 1, 2017)
- 16.04 Any employee suffering an accident or injury while gainfully employed outside his/her employment with the Corporation and has Workplace Safety and Insurance benefits payable to him/her shall not be entitled to receive any sick leave benefits.
- 16.05 When an employee is hospitalized and qualifies for and is paid sick leave for such confinement or qualifies for a leave of absence under the provisions of Article 19.08 during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed between the employee and Corporation.

### **Long Term Disability**

- 16.06 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.
- 16.07 An employee would retain job seniority during the first two years of disability.

### **Workplace Safety & Insurance Benefits**

- 16.08 If an employee is absent from work because of an accident or injury occurring during the usual course of his/her employment with the Corporation, and is in receipt of or will receive Workplace Safety and Insurance benefits, the

Corporation shall make up the fifteen (15%) percent difference between the compensation allowance and his/her regular earnings. In this case, the employee's sick leave credits shall be charged with fifteen one-hundredth (15/100) of a day for each sick day's absence.

### **Family Illness**

16.09 Employees shall be allowed to use up to thirty-five (35) hours per calendar year of sick leave entitlement for absences due to illness of a current spouse, child or parent. Such periods of absence shall be recorded as family illness, but shall not be counted as absences under the Corporation's Attendance Management Policy. Time can be taken in fifteen (15) minute increments.

An employee transporting his/her current spouse to and from the hospital due to pregnancy shall be granted such leave. It is understood that this clause refers to the birth and delivery of a child. (Effective Jan 1, 2017)

Effective January 1, 2022, replace Article 16 above with Article 17:

### **Article 17 - Wage Replacement Plan as of January 1, 2022**

17.01 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 as prescribed in the regulations.

#### **17.02 Sick Leave**

- (a) Each full-time employee (excluding students) who has completed three (3) months' of service shall be credited with one and one-half (1½) 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) Employees will receive a sick leave credit at the rate of one and one-half (1½) days per month until such sick leave credit reaches one hundred and seventy five (175) days. There shall be no cash-out provision on the accumulation.
- (c) 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 (1½) days per month until the bank is reimbursed up to a maximum of one hundred and seventy five (175) days. 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 should be eligible for E.I. sick benefits.

- 17.03 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.
- 17.04 The number of days or parts of days for which an employee received "sick pay" shall be deducted in fifteen (15) minute increments, from his/her cumulative sick pay credit.
- 17.05
- (a) Except under circumstances beyond an employee's control, any Employee absent due to illness or injury must call their Manager or designate, prior to 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 Manager or designate, 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. The cost will be borne by the Corporation to a maximum of \$50 per certificate.

- (f) However, where a Manager or their designate has reason to believe that any absence of an employee was not due to illness/injury, a completed City of Brantford Medical Certificate form may be requested of the employee. If such certificate is requested, the cost will be borne by the Corporation to a maximum of \$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.

17.06 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 twenty-one (21) hours sick leave annually, and can be taken in fifteen (15) minute increments, for attendance at Doctor's or Dentist's appointments, in accordance with Article 17.02, and the department may request verification of attendance at such appointment. However, such appointments shall not be counted as absence under Article 17.02 (a).

(b) Family Illness

An employee shall be allowed to use up to thirty-five (35) hours of sick leave accumulation per annum, and can be taken in fifteen (15) minute increments, for absences due to the illness of a spouse, child or parent. Such periods of absence shall be deducted from the sick leave bank but shall not be counted as absence under Article 17.02 (a). The department may request verification to support the said absence.

17.07 An employee transporting his/her current spouse to and from the hospital due to pregnancy shall be granted such leave. It is understood that this clause refers to the birth and delivery of a child.

**17.08 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 documentation satisfactory to the Corporation from a duly recognized practitioner verifying that the employee is able to return to work.

**17.09** 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.

Employees who are off on an approved sick leave as of January 1, 2022, will continue with their current sick leave plan until they return to work.

For the transition to the new sick leave plan employees will be credited with sick leave based on the following chart:

<b>Years of Service</b>	<b>Credited Days</b>
1 year (Completed probationary period prior to Jan 1, 2022)	11 days
2 years	22 days
3 years	33 days
4 years	44 days
5 years	55 days
6 years	66 days
7 years	77 days
8 years	88 days
9 years	99 days
10 years	110 days
11 years	121 days
12 years	132 days
13 years	143 days
14 years	154 days
15 years	165 days
16+ years	175 days

**Table 3 - Days Credited Through Transition to New Sick Leave Plan Based on Years of Service**

## **Article 18 - Union Dues**

- 18.01 The Employer agrees to deduct from each pay of each calendar month from employees, a sum equivalent to the amount of union dues and/or assessments as advised by the Union.
- 18.02 The Corporation shall remit prior to the 15th of the month, such amount to the Secretary-Treasurer of the Union together with a monthly statement, of which a copy shall be provided to the Unit Secretary-Treasurer, listing members of the Union on whose behalf such deductions have been made.
- 18.03 The Employer agrees to supply the Union every July with the list of employee names, phone numbers (if provided to the Employer) addresses and classifications of the present and new Employees of the bargaining unit. The Union will save the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.

## Article 19 - Leave of Absence

19.01 Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for a leave of absence greater than thirty five (35) hours is subject to reasonable notice in writing to the General Manager of Health and Human Services or Designate. Requests for leave of absence without pay for less than thirty (35) hours are subject to the approval by the Employee's Manager. Request for leaves under this article will not be unreasonably denied. 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.

19.02 Leave of absence without pay or loss of seniority may be granted to employees who have been seconded, 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 of Public Health, Safety & Social Services or Designate who may grant a renewal and the term of the extension.

19.03

(a) The Corporation shall grant, upon request by an employee, a leave of absence without pay for the purpose of full-time work with the Union. Such request must be made at least thirty (30) days in advance.

Such leave of Absence will be without loss of seniority and without pay, and 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 of Public Health, Safety & Social Services or Designate and such renewal shall not be unreasonably withheld.

(b) The Corporation shall grant, upon request by an employee, a leave of absence without pay for the purpose of full-time work with the C.U.P.E. National and provided it does not interfere with the operations of the Department. Such request must be made at least thirty (30) days in advance.

Such leave of Absence will be without loss of seniority and without pay, however the employee shall continue to accrue seniority while on such leave. Benefits will not be continued unless the employee wishes to pay for such benefits by providing the Corporation in advance of such leave, postdated cheques in the amount required to cover his/her benefits cost. Such leave of absence shall be subject to annual renewal upon application to the General Manager of Public Health, Safety & Social Services or Designate and such renewal shall not be unreasonably withheld.



19.04

- (a) The Union may apply for leaves of absence without pay on behalf of employees to attend conventions and/or seminars as a delegate of the Union. The granting of such leaves of absence shall be considered by the Corporation and shall not exceed five (5) working days duration at any one time and shall be limited to not more than three (3) employees. If the granting of such request would disrupt the efficient operation of the service, the Corporation may refuse such request. When the Union's request for time off without pay is granted, the Union shall reimburse the Corporation for the continuance of such employee on the payroll based upon an hourly rate to include benefit costs.
- (b) The Union may apply for leaves of absence without pay on behalf of employees on the Union Executive Board to attend to Union business on behalf of the local. The granting of such leaves of absence shall be considered by the Corporation and shall be limited to not more than three (3) employees per month. If the granting of such request would disrupt the efficient operation of the service, the Corporation may refuse such request. When the Union's request for time off without pay is granted, the Union shall reimburse the Corporation for the continuance of such employee on the payroll based upon an hourly rate to include benefit costs.

### **Pregnancy, Parental Leave**

19.05 Employees will be granted Pregnancy and/or Parental Leave in accordance with the *Employment Standards Act* and amendments made thereto.

- (a) Pregnancy Leave Supplementary Unemployment Benefit will consist of the following:
  - (i) Employees will be paid 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 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.

### **Jury / Witness Duty**

19.06 All employees who are required to serve as jurors, or subpoenaed as witness in any court in Ontario, shall be granted a leave of absence for this purpose. 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 Supervisor a satisfactory certificate showing such period of service.

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

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

### **Bereavement Leave**

#### 19.07

- (a) In the event of a death in the immediate family of an employee, the Corporation agrees to grant time off and make up the employee's regular pay (computed at the employee's straight time rate) for any absence on regular working days up to a maximum of five (5) days, it being understood that the time off must be taken immediately following the death. "Immediate family" shall mean an employee's spouse, parents, step-parents, child, step-children, foster children or a blood relative residing in the employee's home.
- (b) In the event of a death in the family of an employee, the Corporation agrees to grant time off and make up the employee's regular pay (computed at the employee's straight time rate) for any absence on regular working days up to a maximum of three (3) days, it being understood that the time off must be taken immediately following the death. "Family" shall mean an employee's, brother, sister, step-brother, step-sister, grandchildren, step-grandchildren, grandparents, as well as, brother-in-law, sister-in-law, son-in-law, daughter-in-law and parents of the current spouse.
- (c) An employee shall be granted time off (not to exceed one (1) day) with pay to attend the funeral of grandparent of spouse.
- (d) In cases where interment is delayed, an employee shall be provided with the opportunity of utilizing the total days allowed under this Article for bereavement purposes and/or interment.

19.08 Employees, at the discretion of the Corporation, 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, or to serve as a pallbearer.

## **Educational Leave**

- 19.09 Employees wishing to take educational courses related to their employment must notify the General Manager of Public Health, Safety & Social Services or Designate of the nature of the course and the approximate cost involved in writing if the course is approved. The General Manager of Public Health, Safety & Social Services or Designate on receipt of such notification shall advance the employee fifty percent (50%) of such approximate cost. On successful completion, the employee will be reimbursed for the balance of the actual cost including required textbooks upon submission of verification of such completion and copies of receipts for costs involved. Should the course not be successfully completed, the employee will reimburse the Corporation for the total amount advanced.
- 19.10 Employees attending courses, seminars, etc. during regular working hours under the direction of the General Manager of Public Health, Safety & Social Services or Designate, shall suffer no loss of pay for attendance or writing examinations related to such course.

## **Article 20 - General**

- 20.01 The Corporation 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.
- 20.02 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.
- 20.03 All words in this Agreement in singular and masculine shall, when the context so requires includes the plural or the feminine.
- 20.04 Notices required to be given under any provisions of this Agreement shall, in the case of the Union, be directed to the Unit Chairperson; in the case of the Corporation be directed to the General Manager of Public Health, Safety & Social Services or Designate, except as otherwise designated.
- 20.05 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.

20.06 The Corporation shall provide a bulletin board upon which the Union shall have the right to post notices of meetings and such other notices as may be approved by Management.

### Vehicle Use

20.07

- (a) Employees authorized to use their private vehicles will be compensated for such use per the Corporation Policy rate for casual drivers for all distances necessarily traveled in carrying out the requirements of their job.
- (b) Employees in the Housing department 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.

20.08 Upon request, subject to the approval of the employee's immediate Supervisor, an employee may be permitted to have access to and review his/her file. Such review will be held in the presence of the Director of Human Resources or his/her designate and such request shall not be unreasonably withheld.

20.09 Cell Phones will be provided by the Corporation to staff as approved by management. Cell Phones are to be used for City business only and the Human Resources Corporate Cell Phone Policy (and any amendment made thereto) is to be adhered to.

20.10 To exhibit a consistent department image, the Corporation shall provide to all active Maintenance Servicers on the seniority list as of the date of ratification:

- Three (3) Pairs of Work Pants
- Three (3) Long Sleeve Work Shirts
- Three (3) Short Sleeve Work Shirts

Any new Maintenance Servicers hired thereafter will receive the same package of clothing in their first calendar year of employment.

Active full-time Maintenance Servicers on the seniority list as of January 1st shall have the opportunity to select clothing items from a clothing list provided by the Corporation to a maximum annual dollar value inclusive of all taxes.

Maximum Annual Dollar Value: \$200 and to include Residential Building Superintendent.

**Effective January 1, 2021 - \$250.00**

It is understood that any clothing provided to the Maintenance Servicer is to be worn during working hours and that all articles of clothing identifying the City Department (i.e. logo's) supplied by the Corporation must be returned or have the identifiers removed in the event an employee is leaving the employ of the department for any reason.

Laundering and proper care of all items of clothing is the responsibility of the employee and clothing issued is not to be defaced or altered in appearance or intent.

- 20.11 The Maintenance Servicer and Residential Building Superintendent will be reimbursed up to a maximum of \$120.00 (upon receiving the receipt) on an annual basis for boot allowance.

**Effective January 1, 2021 - \$150.00**

## **Article 21 - Duration**

- 21.01 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.
- 21.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 21.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under *The Ontario Labour Relations Act* 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        day of 2021.

**The Corporation of the City of Brantford**

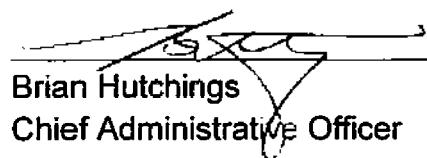
**C.U.P.E. Local 181, Ont. Works Brant & Housing**



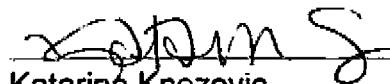
Anita Szaloky  
Director of Human Resources



Heather Grassick  
CUPE National Representative




Brian Hutchings  
Chief Administrative Officer



Katarina Knezovic  
Unit Chair Local 181 – OWB & Housing



Jill Tennant  
Negotiating Committee



Debbie Semiwelos  
Negotiating Committee

**Schedule "A"****OWB and Housing Wage Rates****Level 1 Positions**

Position	Job Evaluation Point Range	Effective	Minimum	1 Year	2 Year
Band 1	216-245	31-Mar-19	\$21.17	\$21.85	\$22.52
		29-Mar-20	\$21.54	\$22.23	\$22.91
		4-Apr-21	\$21.92	\$22.62	\$23.31
		3-Apr-22	\$22.36	\$23.07	\$23.78

Table 4 - Level 1 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 1 Positions include:

Resident Building Superintendent

**Level 2 Positions**

Position	Job Evaluation Point Range	Effective	Minimum	1 Year	2 Year
Band 2	246-275	31-Mar-19	\$23.25	\$23.99	\$24.73
		29-Mar-20	\$23.66	\$24.41	\$25.16
		4-Apr-21	\$24.07	\$24.84	\$25.60
		3-Apr-22	\$24.55	\$25.34	\$26.11

Table 5 - Level 2 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 2 Positions include:

Income Support Clerk

Switchboard Operator

**Level 3 Positions**

Position	Job Evaluation Point Range	Effective	Minimum	1 Year	2 Year
Band 3	276-305	31-Mar-19	\$25.31	\$26.11	\$26.90
		29-Mar-20	\$25.75	\$26.57	\$27.37
		4-Apr-21	\$26.20	\$27.03	\$27.85
		3-Apr-22	\$26.72	\$27.57	\$28.41

Table 6 - Level 3 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 3 Positions include:

OWB Support Services Clerk  
Property Management Assistant

Program Support Assistant  
Records Management Clerk

**Level 4 Positions**

Position	Job Evaluation Point Range	Effective	Minimum	1 Year	2 Year
Band 4	306-335	31-Mar-19	\$27.37	\$28.25	\$29.11
		29-Mar-20	\$27.85	\$28.74	\$29.62
		4-Apr-21	\$28.34	\$29.24	\$30.14
		3-Apr-22	\$29.10	\$29.82	\$30.74

Table 7 - Level 4 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 4 Positions include:

Applicant Services Coordinator



**Level 5 Positions**

<b>Position</b>	<b>Job Evaluation Point Range</b>	<b>Effective</b>	<b>Minimum</b>	<b>1 Year</b>	<b>2 Year</b>
<b>Band 5</b>	<b>336-365</b>	<b>31-Mar-19</b>	<b>\$33.15</b>	<b>\$34.22</b>	<b>\$35.25</b>
		<b>29-Mar-20</b>	<b>\$33.73</b>	<b>\$34.82</b>	<b>\$35.90</b>
		<b>4-Apr-21</b>	<b>\$34.32</b>	<b>\$35.43</b>	<b>\$36.53</b>
		<b>3-Apr-22</b>	<b>\$35.01</b>	<b>\$36.14</b>	<b>\$37.26</b>

Table 8 - Level 5 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 5 Positions include:

Provider Services Coordinator

**Level 6 Positions**

<b>Position</b>	<b>Job Evaluation Point Range</b>	<b>Effective</b>	<b>Minimum</b>	<b>1 Year</b>	<b>2 Year</b>
<b>Band 6</b>	<b>366-395</b>	<b>31-Mar-19</b>	<b>\$33.81</b>	<b>\$34.89</b>	<b>\$35.97</b>
		<b>29-Mar-20</b>	<b>\$34.40</b>	<b>\$35.50</b>	<b>\$36.60</b>
		<b>4-Apr-21</b>	<b>\$35.00</b>	<b>\$36.12</b>	<b>\$37.24</b>
		<b>3-Apr-22</b>	<b>\$35.70</b>	<b>\$36.84</b>	<b>\$37.98</b>

Table 9 - Level 6 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 6 Positions include:

Housing & Community Outreach Worker

Service Coordinator

Maintenance Servicer

**Level 7 Positions**

Position	Job Evaluation Point Range	Effective	Minimum	1 Year	2 Year
Band 7	396-425	31-Mar-19	\$34.58	\$35.69	\$36.80
		29-Mar-20	\$35.19	\$36.31	\$37.44
		4-Apr-21	\$35.81	\$36.95	\$38.10
		3-Apr-22	\$36.53	\$37.69	\$38.86

Table 10 - Level 7 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 7 Positions include:

Learning and Development Coordinator      Service Coordinator Audit & QS

**Level 8 Positions**

Position	Job Evaluation Point Range	Effective	Minimum	1 Year	2 Year
Band 8	426-455	31-Mar-19	\$36.64	\$37.82	\$38.99
		29-Mar-20	\$37.28	\$38.48	\$39.67
		4-Apr-21	\$37.93	\$39.15	\$40.36
		3-Apr-22	\$38.69	\$39.93	\$41.17

Table 11 - Level 8 Position Evaluation Point Range and Wage Ranges for 2019-2022

No current Level 8 Positions

### Level 9 Positions

Position	Job Evaluation Point Range	Effective	Minimum	1 Year	2 Year
Band 9	456-485	31-Mar-19	\$37.69	\$38.89	\$40.08
		29-Mar-20	\$38.35	\$39.57	\$40.78
		4-Apr-21	\$39.02	\$40.26	\$41.49
		3-Apr-22	\$39.80	\$41.07	\$42.32

Table 12 - Level 9 Position Evaluation Point Range and Wage Ranges for 2019-2022

Level 9 Positions include:

Team Lead – Children Services and Early Years      Property Manager - Housing  
 Team Lead – Family Income Stability                      Tenant Support Coordinator – Live Well  
 Team Lead – Program Support

### Level 10 Positions

Position	Job Evaluation Point Range	Effective	Minimum	1 Year	2 Year
Band 10	486 +	31-Mar-19	\$39.74	\$41.02	\$42.28
		29-Mar-20	\$40.44	\$41.74	\$43.02
		4-Apr-21	\$41.15	\$42.47	\$43.77
		3-Apr-22	\$41.97	\$43.32	\$44.65

Table 13 - Level 10 Position Evaluation Point Range and Wage Ranges for 2019-2022

No current Level 10 Positions

Where the parties have agreed to a rate for a new position under article 10.12 or a rate for a re-classification of an existing position under the Job evaluation plan – Schedule "A" OWB and Housing Unit will be amended showing the effective date of the new or re-classified position.

**Schedule “B”****Student Rates****Summer Students Schedule of Rates**

<b>Point of Time</b>	<b>31-Mar-19</b>	<b>29-Mar-20</b>	<b>4-Apr-21</b>	<b>3-Apr-22</b>
<b>Rate</b>	\$14.25	\$16.50	\$16.79	\$17.13

Table 14 – Summer Student Rates for 2019-2022

## Letters of Understanding

### Letter of Understanding - Joint Job Evaluation

The parties agree to meet within six (6) months of ratification to review the Joint Job Evaluation Maintenance Manual. Up to three (3) members of Union, a CUPE National Representative, three (3) members of Management, and a Human Resources Representatives will meet to discuss. Any changes to the existing Maintenance Manual will be mutual agreement of the parties.

### Letter of Understanding – Temporary Vacancies

The parties agree that all temporary positions (for a duration of greater than twelve (12) weeks) will be posted internally for three (3) working days to allow all unionized employees an opportunity to apply. Should no internal employee apply or be deemed to be qualified, the Corporation will fill the vacancy as required.

A temporary position for less than or equal to a twelve (12) week period will not be posted internally. Positions that will be hired on a temporary basis will include those covering for positions on:

- Illnesses,
- Secondment,
- Leave of Absence, or
- any other occasion where staff need to be replaced for a temporary period of time.

It is understood that external employees hired to cover positions at Pay Band 4 and above will:

- Be covered by the terms of the collective agreement,
- Be paid in accordance with Schedule "A" of the collective agreement,
- Pay Union Dues,
- 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, and
- shall not be subject to any other obligation under the collective agreement including provisions respecting layoff, termination, or dismissal.

The Corporation will provide a listing of temporary staff on a quarterly basis and will include the position, proposed start date, proposed end date and the position they are backfilling.

Letter of Understanding: Re-assignments of Work Hours & Expression of Interest

The parties agree that the following will be considered when re-assigning hours of work outside of the hours of 8:30 a.m. to 4:30 p.m. to staff within the same classification:

- Qualifications & Experience including attendance,
- Disruption of service in other areas,
- Any adverse effect on client groups,
- Written expression of interest by member outlining related qualifications & experience,
- Departmental Goal & Objectives,
- Development of staff - as per Performance Review request,
- Duration of Trial program, start-up requirements
- Efficiency & Practicality of business practices, and
- Legislative obligations.

Letter of Understanding: RE: CUPE Benefit Harmonization – Effective  
June 1st 2013

The parties agree to replace Articles 15.01 (i), (ii) and 16.06 of the Collective agreement with the following new Articles 15.01 and 16.06 covering benefits for both OWB & Housing based on the Acceptance of the CUPE Benefit Harmonization across the following City of Brantford – CUPE Bargaining Units inclusive of OWB/Housing, City Hall, Public Works, Parks and Library Full-time bargaining units.

**Article 15- Employee Benefit Plan - New effective June 1, 2013 to replace Article 15.01 (i) (ii)**

15.01 The Corporation agrees to pay a Carrier the premium costs of the Insurance Plan Premium in effect as of April 1st 2013 for the following benefits 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 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) EXTENDED HEALTH PLAN**

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, Massage, Osteopath, Chiropodist/Podiatrist, Naturopath) - \$500.00 per paramedical service 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;

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

Orthotics – 1 pair every 3 calendar year, maximum \$400.00/pair;

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 \$500.00 per person lifetime.

### **C) DENTAL CARE PLAN**

The premium cost of dental benefits to be shared 20% by the Employee and 80% by the Corporation.

Basic dental coverage 100%, Complete & partial dentures 50%, Recall Exams one (1) every 9 months. Current O.D.A. schedule of fees

### **Article 16.06 Long Term Disability – (New Language as follows effective June 1, 2013 Replaces previous Article 16.06 in the OWB/Housing Agreement)**

16.06 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.

