

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF LINCOLN**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1287**

April 1<sup>st</sup>, 2008 to March 31<sup>st</sup>, 2012

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# AGREEMENT

BETWEEN:

## THE CORPORATION OF THE TOWN OF LINCOLN

AND:

## CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1287

### ARTICLE 1 – PREAMBLE

- 1.01 The purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees; to establish and maintain satisfactory benefits, working conditions, hours of work, and rates of pay; and to record the procedure for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this agreement; and recognizing the common desire of the Corporation and of its employees to represent the interests of the citizens of Lincoln, the parties to this agreement support the mutual objective of increased productivity and efficiency and jointly promote the goodwill between the parties that is necessary to the achievement of this objective.

Now therefore, the parties agree as follows:

### ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Corporation, subject only to the express provision of this agreement, to
- (a) maintain order, discipline and efficiency;
  - (b) hire, layoff, classify, direct, transfer and promote employees and discharge, demote, suspend or otherwise discipline employees for just cause;
  - (c) to manage the enterprises in which the Corporation is engaged and, without restricting the generality of the foregoing, to determine the work to be done, methods, schedules of production, kinds, locations and output of machines and maintenance of same and tools to be used, processes and the control of materials and parts to be incorporated in the work.
- 2.02 The Union recognizes the right of the Corporation to operate and manage the Town of Lincoln in all aspects in accordance with its responsibilities, the methods, processes and means of performing the various works are solely the right and responsibility of the Corporation.

- 2.03 The Corporation also has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that no change shall be made by the Corporation in such rules and regulations without prior notice to, and discussion with, the Union.

### **ARTICLE 3 – RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1287 (Town of Lincoln Unit) as the sole and exclusive Collective Bargaining Agent for all of its employees and all employees shall become members in good standing of the Union, save and except the following exclusions:
- Chief Administrative Officer
  - Directors, Deputy Directors, Managers & Supervisors and positions above the rank of Director, Deputy Director, Manager or Supervisor
  - Senior Planner
  - Fire Prevention Officer
  - Confidential Secretary
  - Chief Building Official
  - Deputy Chief Building Official
  - Coordinator, Regulatory Compliance
  - Community Services Coordinator
  - Museum Director
  - Deputy Museum Director
  - Deputy Clerk
  - Equipment Technician
  - IT Coordinator
  - Students during school vacation period or on a co-op basis,
  - Individuals employed for not more than forty-eight (48) hours within any 2 week pay period,
  - Individuals hired for the sole purpose of instruction, experimenting, vacation relief or emergencies.
- 3.02 Persons not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purpose of instruction, vacation relief or bona fide emergencies where a regular qualified employee is not readily available.
- 3.03 No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.
- 3.04 The Corporation and the Union agree that any new positions not coming within the foregoing recognition clause or the exclusions therefrom shall be discussed by the parties to determine whether they come within the jurisdiction of this Agreement or are excluded therefrom. In the event that discussions do not result in agreement, either party may apply to the Ontario Labour Relations Board under Section 106 to decide the question.

#### **ARTICLE 4 – DISCRIMINATION**

- 4.01 There shall be no discrimination, restraint or coercion against any employee because of Union activity (as provided in this Agreement), race, colour, creed, national origin, marital status, sex, age, political, religious affiliation, sexual orientation.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 All future bargaining unit members of the Corporation shall as a condition of continued employment, become and remain members in good standing in the Union according to the constitution and by-laws of the Union within thirty (30) calendar days of employment with the Corporation.

#### **ARTICLE 6 - CHECK-OFF UNION DUES**

- 6.01 The Corporation shall deduct from every employee any dues, initiations, or assessments as are uniformly levied in accordance with the Union constitution and/or bylaws and owing by them to the Union.
- 6.02 Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following, accompanied by a duplicate list of the names and addresses of all employees from whose wages the deductions have been made.

#### **ARTICLE 7 - THE CORPORATION AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 7.01 The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off:
- 7.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative and provide the employee with a copy of the Collective Agreement.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto shall pass to and from the CAO's office and the Local's Unit Vice-President with a copy to the President, c/o the Union Office.

## **ARTICLE 9 - UNION COMMITTEE AND STEWARDS**

- 9.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. In order that this may be carried out, the Corporation will recognize:
- (a) A Union Negotiating committee of four (4) employees, one of whom shall be the President of the Local or their representative for the purpose of renewing or amending the Collective Agreement.
  - (b) A grievance/labour relations committee of three (3) employees, one of whom shall be the President of the Local or their representative.
  - (c) A Health and Safety Committee consisting of three (3) members appointed by the Union and three (3) members appointed by management shall be established and the provisions of the Occupational Health and Safety Act shall apply. The Corporation shall ensure that all the committee members shall become certified in accordance with applicable legislation.
- 9.02 The Union shall notify the Employer in writing of the names of its Officers, Safety Officers, Chief Steward, Stewards and the Union Committee.
- 9.03 In reference to 9.01 (a) (b) (c) meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than five (5) working days prior to the time of the scheduled meeting, except in cases of emergency.
- 9.04 It is understood that Stewards and the Union President have their regular work to perform on behalf of the Corporation and that they will not leave their work without obtaining permission from their Supervisor. Such permission shall not be unreasonably withheld. When resuming their regular work, they will report to their Supervisor and will give a reasonable explanation which may be requested with respect to their absence. It is clearly understood that a Steward or the Union President will not absent themselves from their regular work unreasonably in order to deal with grievances of employees, but that grievances will be serviced as much as possible outside of working hours. The Corporation agrees that all union officials shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties.
- 9.05 In accordance with Article 9, the Employer will compensate each of the Union Chairperson or their representative, Chief Steward and Stewards for their regularly scheduled work time spent in servicing grievances, arising from this Collective Agreement, and attending meetings between the parties, up to and including Step 2 of the Grievance Procedure and in reviewing and amending this Agreement up to the time an application is made for conciliation.

- 9.06 The Union will not engage in Union activity during working hours except as provided herein, or hold meetings at any time on the premises of the Employer without the permission of the Administrator or their designate.

#### **ARTICLE 10 - LABOUR MANAGEMENT RELATIONS**

- 10.01 Any member of the Union committees as outlined in Article 9, who is in the employ of the Corporation, shall have the privilege of attending scheduled meetings with the Corporation without loss of pay providing time spent at such meetings is within their regularly scheduled work time as per Article 18.
- 10.02 The Corporation agrees to compensate members of the Union Committee, in accordance with this Agreement, for time spent in the negotiation of a Collective Agreement. In the event of a meeting with a Mediation Officer, time spent in addition to time which would normally have been worked by a member of this Committee will not be paid.
- 10.03 The Corporation shall make available to the Union, on request, information regarding pension and welfare plans and pay equity plan.

#### **ARTICLE 11- THE COUNCIL AGENDA**

- 11.01 The Corporation will ensure that copies of agendas of Council or its Committees are available in order that union representatives may apprise themselves of their contents. Copies of the Council proceedings shall also be available for the same purpose.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

In this article, the word "days" shall exclude Saturday, Sunday and Statutory Holidays.

12.01 **Step 1**

It is the mutual desire of the Parties that complaints of employees shall be processed as promptly as possible. An employee shall take up any alleged violation of the terms of this Collective Agreement as a complaint directly with their supervisor within five (5) working days of the event upon which the complaint originated. The immediate supervisor shall arrange for the presence of their Steward, if they so request. The immediate supervisor shall give their reply within five (5) working days.

12.02 **Step 2**

If not settled in Step 1 the grievance may within five (5) working days of the answer of the Supervisor, be submitted in writing to the next level of supervision. The grievance shall specify the facts and the section or sections claimed to be violated or relied upon. The next level of supervision shall meet with the Steward to hear the grievance within five (5) working days of its submission and shall give their decision and reason for it in writing within five (5) working days of hearing.

12.03 **Step 3**

If not then settled, the grievance may, within a further five (5) working days of the Step 2 answer, be submitted in writing by the Grievance Committee to the Committee of Management to be dealt with at a meeting to be held within five (5) working days of the submission. At Step 3, there may be present a member of the Executive of the Local Union if requested by either Party. The decision of the Committee of Management shall be given in writing within five (5) working days after the meeting at which it was discussed.

- 12.04 (a) Prior to a grievance being submitted to arbitration either party may request the assistance of a Grievance Mediation Officer. If the parties utilize this process the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

The Union shall be allowed to have a committee of three (3) employees in attendance during a grievance mediation meeting and the Union president will be allowed to be in attendance.

The cost of the Grievance Mediation Officer's services will be jointly shared by the parties.

(b) **Step 4**

If not settled, the grievance may, within twenty (20) working days of the Step 3 answer be referred to arbitration as follows:

Written notice shall be given to the other Party formally stating the subject of the grievance and at the same time nominating the Party's nominee. Within five (5) working days after receipt of such notice, the other party shall name its nominee. The two nominees shall attempt to agree upon an Arbitrator and failing such agreement either Party may request the Ontario Minister of Labour to appoint an arbitrator. No person shall be selected as a Chairman who has been directly involved in attempts to negotiate or settle the grievance, or one who has any direct or indirect pecuniary interest in the Corporation or the Union.

- 12.05 (a) As soon as possible after the Arbitration Board has been established and the selection of a Chairman made, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within thirty (30) days after the Arbitration has been completed. The decision of the Arbitration Board shall be final and binding on both Parties to the Agreement and in the event that it is not possible for the Board to reach a majority decision then the Chairman's decision shall be final and binding on both parties to the agreement.
- (b) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of the Agreement or to substitute any new provisions in lieu thereof.

- (c) A grievance submitted to Arbitration will be one limited to the interpretation, application, administration or alleged violation of this Agreement. The Party receiving notice of Arbitration may within fifteen (15) days of its receipt, give written notice to the other party objecting to a technical violation or error, or that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on its merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Grievance Committee in the case of a Corporation grievance shall stand should the parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- (d) Each of the Parties will bear the expense of its representatives and the Arbitrator appointed by it, and the Parties shall share equally the expenses of the Chairman of the Arbitration Board.
- (e) No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by the Agreement, except that, if at any step of this grievance procedure the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time, which shall start to run from expiration of the allotted time within which the answer should have been given.
- (f) At any stage of the grievance procedure, including arbitration the conferring Parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring Parties to have access to the appropriate work site, project site, equipment or such other work location or situation that generated the grievance and to confer with any witness.
- (g) Both parties shall agree to abide by the time limits as closely as possible, however, the time limits established for hearing of grievances and arbitration in Section 12 shall be instructive in nature rather than directory and a failure to comply with the time limits established shall not be deemed to be a violation of the contract provided the rights of the grievor are not prejudiced.

#### 12.06 Group or Policy Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed and such grievance submitted at Step 3 within ten (10) days of the event upon which it is based.

- 12.07 The Union may originate a grievance provided in Step 1, S.12.01 on behalf of an employee where the employee is absent and unable to file within the time limit or cannot file for religious reasons.
- 12.08 Replies to grievances shall be in writing to the grievor at all stages with a copy to the Secretary of the Union and the Unit Chairperson.

### **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

- 13.01 In all cases of discipline, the following steps will apply, except in cases of serious employee misconduct:

- 1<sup>st</sup> Verbal between non-union supervisor, employee and steward
- 2<sup>nd</sup> Written letter of reprimand to employee with copy to Union
- 3<sup>rd</sup> One (1) day suspension
- 4<sup>th</sup> Suspension – One (1) to Five (5) Days, at discretion of management
- 5<sup>th</sup> Termination

Whenever the Corporation deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow, the Corporation shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union and the Unit Chairperson, with a copy to the employee involved.

- 13.01 (a) Notwithstanding the provisions of Article 13.01 any employee found guilty by a court having jurisdiction of any theft from the Corporation or criminal or fraudulent act, shall be discharged without the benefit and regard to the procedures stated in Section 13.01 and such employee discharged shall have no redress under the provisions of this contract. Employees who have not completed their probation, are excluded from the provisions of the application of Article 13.01.
- 13.02 When an employee who has completed their probationary period is discharged for just cause, they shall be given the reason in the presence of their Steward. Such employee and the Union shall be advised promptly in writing by the Corporation of the reason for such discharge.
- 13.03 A grievance claiming unjust discharge or suspension shall be submitted in writing to the CAO or their designate within five (5) days of the date that the Union and the Steward have been notified in writing of such discharge or suspension and it shall commence at Step 3 of the grievance procedure.
- 13.04 Any oral or written disciplinary warning shall be removed from an employee's record after a period of eighteen (18) months in which they have not received any further disciplinary action(s).

## **ARTICLE 14 - SENIORITY**

- 14.01 (a) "Seniority" is defined as the length of service or length of employment within the local bargaining unit of the Town of Lincoln.
- (b) "Loss of seniority" where used in this agreement shall mean the loss, cancellation of accumulated seniority resulting from discharge, quitting or other action resulting in cessation of employment pursuant to the provisions of Article 14.04.
- 14.02 The Corporation shall maintain a master seniority list showing the date upon which each employee's service commenced and seniority date. The Corporation shall prepare and post copies of the seniority list and deliver copies to the Union. The list shall be brought up-to-date as of January 2<sup>nd</sup> of each year and copies shall be posted and delivered to the Union. At any time during working hours, up-to-date seniority information shall be available, on reasonable notice, to the Union on application to the C.A.O.
- 14.03 Newly hired employees shall be on probation and seniority shall become effective upon completion of a probationary period of ninety (90) days worked. Seniority shall then be measured from the beginning of the probationary period. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except that the employee shall not grieve with respect to discharge.
- 14.04 Seniority rights shall cease for the following reasons:
- (a) If the employee resigns;
- (b) After twenty-four (24) consecutive months on layoff for full time employee;
- (c) If the employee is discharged and the discharge is not reversed through the grievance procedure;
- (d) If an employee has been absent from work in excess of four (4) working days without sufficient cause or without notifying their foreman, superintendent or immediate supervisor, unless satisfactory reason is given;
- (e) If an employee is laid off and fails to return to work within five (5) working days after being notified by certified mail to their last known address, on the Corporation's records, to report for work and does not give a satisfactory reason;
- (f) If an employee overstays a leave of absence granted by the Corporation in writing and does not secure an extension of such leave, unless a satisfactory reason is given;
- (g) At the end of the month in which the employee's 65th birthday occurs, or at the end of the month in which the employee retires.

- 14.05 An employee shall not lose seniority rights and will continue to accumulate seniority if absent from work because of sickness, parental leave, accident or leave of absence approved by the Corporation unless stated elsewhere in the Collective Agreement but shall not accumulate seniority for any absence in excess of one month during such period except as stated elsewhere herein or by Provincial Legislation.
- 14.06 If an employee is promoted to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit for a period of not more than six (6) consecutive months, after which the employee's seniority rights within the bargaining unit shall terminate. If during this period the employee returns to the bargaining unit, they shall be placed in a job classification where they meet the minimum qualifications required to fully meet the responsibilities of such job classification. Such return shall not result in the layoff or bumping of an employee holding greater seniority and shall be subject to discussions between the Union and the Corporation.
- 14.07 If an employee accepts temporary employment with the Corporation, outside of the bargaining unit, other than for the purpose of vacation relief, not exceeding three (3) weeks, seniority will not be accumulated for all time spent outside of the bargaining unit.
- 14.08 The seniority date of employees in municipalities, boards or commissions which have been or will be assumed by the Corporation/Town and come within the jurisdiction of this Collective Agreement will be placed in their rightful chronological position on a combined list of employees forming the total seniority list.

#### **ARTICLE 15 - RETIREMENT AGE**

- 15.01 It is agreed that the first day of retirement shall be the first day of the month following the month an employee attains their sixty-fifth (65) birthday; and secondly, the date at which a person retires under the early retirement provisions of the Ontario Municipal Employees Retirement system which day would precede their sixty-fifth (65) birthday.

#### **ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

- 16.01 (a) When a vacancy occurs or a new position is created within the bargaining unit the Corporation shall notify the Union in writing and post notice of the positions at work stations as follows:

Office Lunch Room  
Beamsville Yard Lunch Room  
Jordan Arena  
Beamsville Arena

for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefor.

- (b) Vacancies arising through normal retirement, covered by this Collective Agreement, which the Corporation intends to fill, shall be posted thirty (30) days prior to the employee's retirement date.

- (c) If an employee applies for a position outside of the bargaining unit and is not awarded the position, they will not have the right to grieve.
  - (d) In the event that an employee does not return to work from a pregnancy/parental leave, employees who are filling vacancies caused by the pregnancy/parental leave shall have their preference as to whether they maintain or return to their former positions.
  - (e) Where a vacancy arises due to illness of more than thirty (30) working days, the posting will state temporary due to illness. If an employee on STD/LTD elects not to return and the Corporation determines it necessary to fill the position on a permanent basis, the position shall be re-posted stating it is now a permanent position.
- 16.02 Posted vacancies will state the job classification, the minimum qualifications, requirements of the job, the rate to be paid and whether or not shifts are involved. An employee wishing to apply for the vacancy shall do so in writing using the prescribed form during the posting period. All temporary vacancies posted will state the expected length of time the position will be vacant.
- 16.03 If there are no applicants from within the bargaining unit, who meet the minimum qualifications for a vacant job classification posting, the vacancy may be filled by a new hire.
- 16.04 In dealing with promotions, demotions, filling of vacancies and transfers, the person with the greatest seniority who meets the minimum qualifications of the job classification shall be the successful applicant.
- 16.05 Any employee, dissatisfied with the Corporation's decisions with respect to promotions, demotions, transfers, or filling of vacancies, shall have the right to grieve and such procedure shall commence at Step 3.
- 16.06 (a) The successful applicant appointed to a posted vacancy shall be placed on the job for a trial period of sixty (60) days worked. Conditional upon satisfactory service, such promotion shall become permanent after a trial period of sixty (60) days worked. In the event the successful applicant proves unsatisfactory during the trial period in the position, or if the employee finds themselves unable to perform the duties of the new classification, they shall be returned to their former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.
- (b) Notwithstanding Article 16, an employee who has been transferred to a permanent position within the preceding six (6) month period need not be considered for a subsequent permanent position competition and/or transfer during this period unless the employee successfully demonstrates to the Corporation that the competition will result in an increase in gross earnings.
- 16.07 When the Corporation decides to withdraw or postpone the filling of a vacancy, the Union shall be notified in writing addressed to the Secretary of the Union and the Unit

- Chairperson. Postponement in excess of six months will require re-posting before being filled.
- 16.08 No vacancy shall be posted until all employees on layoff who meet the minimum qualifications of the position are recalled.
- 16.09 In cases of promotion requiring higher qualification or certification, the Corporation shall give consideration to the senior employee who does not possess the required qualifications but is enrolled in the required educational program prior to the posting of the vacancy. Where it is practicable to do so, such employee may be given an opportunity to qualify within a reasonable length of time and they shall revert to their former position if the required qualifications are not met within such time.
- 16.10 The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of its members.
- 16.11 When an employee through compensable injury or disease is unable to fulfill the normal requirements of their job, they may be assigned to other work which they are able and qualified to perform, where such work is available and provided that they shall not displace any employee with greater seniority.
- 16.12 The Corporation will endeavour wherever reasonable and practicable to give interested employees the opportunity of gaining experience from time to time in other work operations to enable such employees to qualify for higher-paid positions. During any such temporary training period, there will be no change in the basic rate of pay of any employee involved.
- 16.13 Appointments from within the bargaining unit shall be made within twenty (20) working days of posting. Applicants shall be informed of the Corporation's decision and the Union will be notified.
- 16.14 In vacancies of a temporary nature, thirty (30) working days or less, which the Corporation intends to fill, any employee from within the bargaining unit may be assigned with preference given to those with higher seniority.
- 16.15 Revision of an existing classification resulting in its upgrading shall not require a posting subject to notice and negotiation with the Union.
- 16.16 Should the Employer find it necessary to fill a temporary vacancy which shall be defined as a vacancy anticipated by the Corporation to be in excess of forty-five (45) working days, for such work as mowing, truck driving, etc, such position shall be posted.

#### **ARTICLE 17 - LAYOFFS AND RECALLS**

- 17.01 In the event of a layoff, employees shall be laid off in the reverse order of seniority provided the remaining employees have the minimum qualifications to do the work available. Employees shall be recalled in order of their seniority provided they meet the minimum qualifications of the work available.

- 17.02 No new employees will be hired until those employees laid off within the last two years, in accordance with Article 17, have been given an opportunity of re-employment. Employees who have been laid off in excess of two years from date of layoff notice shall have no recall rights under the Collective Agreement.
- 17.03 (a) An employee of the bargaining unit who is to be laid off will be notified, in writing by the Corporation, fifteen (15) working days prior to layoff date. If the employee to be laid off has not been given the opportunity to work for these fifteen (15) full working days, they will be paid for the time not worked.
- (b) If an employee to be laid off is on Workers' Compensation, Sick Leave Disability or sick leave of any kind or vacation, they will be notified as above but not required to work as above nor entitled to receive additional monies (as Article 17.03).
- 17.04 In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Local Executive Board and the Chief Stewards shall be the last persons laid off during their term of office as long as full time work which they are qualified to perform at their own or a lower wage level is available.
- 17.05 The Corporation agrees to pay its share of premiums for group insurance plans for three (3) months following the month of layoff. The laid off employee will pay their share of such premiums from final wages. In the event of a longer layoff, and not exceeding one (1) year, employees so affected will be given the opportunity to continue the coverage through direct payment provided such process is permitted under regulations governing the plan.
- 17.06 Grievances concerning layoffs or recall due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.
- 17.07 An employee with seniority in the bargaining unit whose job is permanently affected after the signing of this Agreement, or by the enactment of Provincial or Federal legislation or by the implementation of a requirement for trade or occupational certification, such that an employee's job is discontinued or changed in a manner that will reduce the employee's rate of pay or regular hours of work, may if they choose displace an employee with lesser seniority in any classification covered in this Agreement provided they have the necessary qualifications. Other employees who are affected by such move shall be allowed to exercise their seniority rights in the same manner. Any employee displaced will be notified by the Corporation with information as to their rights under this clause. In the event an employee is unable to find a suitable position due to being displaced, they shall be considered laid off.
- 17.08 Notwithstanding any provisions contained in Section 17 hereof, in situations where it is deemed necessary to impose layoffs because of circumstances resulting from emergencies, acts of God or other circumstances beyond the control of the Corporation, the Corporation may impose such layoffs without regard to seniority or any other factor for two (2) weeks or less providing that no employee may be laid off under this section more than once per year.

## **ARTICLE 18 - HOURS OF WORK**

18.01 The normal work week shall consist of:

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week for full-time Outside Workers.
- (b) The regular hours of work shall be seven (7) hours per day and thirty-five (35) hours per week for full-time Inside Workers.
- (c) The hours of work shall be ten (10) hours per day from September to April and eight (8) hours per day from May to August totaling forty (40) hours per week for full time Arena Workers.

18.02 The regular starting and stopping times for an employee shall be as follows:

<b>GROUP OF OPERATION</b>	<b>START</b>	<b>STOP</b>
Works Department (including ½ hour unpaid lunch break)	7:00 a.m.	3:30 p.m.
Arena employees (including ½ hour paid lunch break)	5:30 a.m. 2:30 p.m.	3:30 p.m. 12:30 a.m.
Office and Clerical (including 1 hour unpaid lunch break)	8:30 a.m.	4:30 p.m.
Engineering Technicians (including 1 hour unpaid lunch break)	7:30 a.m.	4:30 p.m.

Note: Employees working in the arena are required to remain on-site and available during the 1/2 hour paid lunch period.

18.03 If a regular shift is to be established, the hours and days of work shall be posted in an appropriate place at least one (1) week in advance.

18.04 All employees shall be given a rest period of fifteen (15) consecutive minutes, both prior to and after their regular scheduled lunch break.

## **ARTICLE 19 - OVERTIME**

19.01 All time worked beyond the normal work day shall be considered as overtime.

19.02 Overtime rates shall apply for work as follows:

- (1) time and one-half for the first four hours worked in excess of scheduled daily hours and double time for hours in excess of four (4) consecutive overtime hours.

- (2) double time for all hours worked on a Sunday or a Statutory Holiday, if not part of their scheduled work week.
  - (3) an employee who is called in outside of their regularly scheduled hours shall be paid a minimum of four (4) hours straight time or the appropriate overtime rates whichever is greater monetarily.
- 19.03 It is agreed that should overtime work be required, such overtime is to be offered first to the employee with the lowest available overtime in that job classification, and are willing and available to participate in the overtime at the time it is available. When no employee from that job classification is available, such overtime will be offered to the qualified employee with the lowest amount of available overtime hours willing and available to participate.
- The Corporation shall post a bi-weekly list of all overtime worked within each specific job classification. The overtime hours will begin accumulating with the 1<sup>st</sup> pay and end with the 26<sup>th</sup> (final) pay within the calendar year.
- 19.04 (a) Employees may take up to one week of overtime (35 or 40 hours according to Article 18) as lieu time in a calendar year at their request. Such lieu time may be accrued and taken in accordance with 19.04 (b). In addition, the Corporation may, at its sole discretion, permit an employee to accrue up to a maximum of a further one-week (35 or 40 hours according to Article 18) of lieu time in a calendar year and such approval will not be unreasonably withheld. Banking of overtime is not permitted within the 1<sup>st</sup> pay of the year.
- (b) Lieu time will be scheduled at a mutually agreeable time that the department head considers consistent with the efficient functioning of the department.
- (c) All lieu time accrued by an employee in a calendar year must be cashed out or used prior to December 15<sup>th</sup>. Lieu time that is not cashed out or used by December 15<sup>th</sup> will be paid out at the rate the employee earned at the time the lieu time was earned.
- (d) The maximum allowable absence from work for vacation and time-in-lieu of overtime is seven weeks per year; time in excess of that amount will be paid out according to the overtime provisions of Article 19 of the Collective Agreement.
- 19.05 An employee taking vacation shall not be deemed available for overtime after the completion of their normal shift on the last scheduled day prior to vacation, nor before their normal starting time on the day they are due to return to work.
- 19.06 When the Corporation offers overtime opportunity to an employee within their own classification, whether that employee reports for overtime or whether that employee refuses the overtime, those overtime hours will be booked against that employee. When the Corporation offers overtime opportunity to an employee in a classification other than their own classification, that overtime will not be booked against the employee upon refusal. All overtime accepted shall be booked for/against the employee.

## **ARTICLE 20 - SHIFT WORK**

- 20.01 Shift premium shall apply in calculating vacation pay, holiday and other benefits.
- 20.02 Employees who are required to work afternoon and/or night shifts shall receive additional compensation of one dollar (\$1.00) per hour for each hour worked.
- 20.03 A day shift shall be one in which the majority of scheduled hours fall between 7:00 a.m. and 4:30 p.m.
- An afternoon shift shall be one in which the majority of scheduled hours fall between 4:30 p.m. and 12:00 midnight.
- A night shift shall be one in which the majority of scheduled hours fall between 12:00 midnight and 7:00 a.m.
- 20.04 (a) When it is necessary to establish shifts of a temporary nature, seniority shall determine shift preference subject only to employees ability to meet the minimum qualifications.
- (b) When more than one shift is regularly scheduled, employees shall rotate between shifts on a weekly basis.
- 20.05 Twenty-four (24) hours notice shall be given before change of shifts. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during normal rest period.
- 20.06 When an employee works overtime as a continuation of a regular shift or is called in outside of their normal hours, they shall not receive shift premium.
- 20.07 **Stand-by**
- (a) Stand-by that is scheduled shall be offered to employees in seniority order in the specific job classification required by the Employer in the reporting location at the time the work is available. Such employees shall be provided a cell phone by the Employer, and must report by telephone within fifteen (15) minutes of being contacted by the Employer.
- (b) Where stand-by is regularly scheduled, it shall be scheduled annually and posted every three (3) months. Stand-by shall be distributed as equitably as possible among employees by their specific job classification in the reporting location.
- (c) (i) Stand-by commences at the regular quitting time of one (1) working day and terminates at the regular starting time of the following day.
- (ii) Stand-by on weekends commences at the quitting time on the last regular working day prior to a weekend and terminates at the regular starting time of the next regular working day.
- (iii) An employee who is scheduled for stand-by shall be entitled to receive two (2) hours of pay at their standard hourly rate for each weekday night

so scheduled and shall be entitled to three (3) hours of pay at their standard hourly rate for each scheduled day off and each Statutory and Proclaimed holiday.

- (d) Without restricting the meaning of this Article, stand-by shall be scheduled and assigned as follows:
  - (i) Employees shall be deemed authorized to perform stand-by only when furnished with a prior posted stand-by schedule by their immediate Supervisor or designate
  - (ii) An employee who is confirmed on the stand-by schedule and who is called to perform stand-by duties and who does not report, shall not be paid the stand-by rates. Vacancies on the stand-by schedule will be offered in seniority order. Vacancies that require filling will be filled by reverse seniority.
- (e) It is expressly understood that those employees who are placed on stand-by shall be the first to be called in, in seniority order by their specific job classification, by reporting location to perform any overtime work for which they are on the posted stand-by schedule to perform that arises during the period of time that they are on stand-by.
- (f) All employees designated by the Employer to be on stand-by who are called in to perform duties will be paid in accordance with article 19.02
- (g) Where an employee is scheduled for stand-by they may trade their scheduled stand-by with another employee within their specific job classification. All trades shall be approved by the Employer and all approvals shall not be unreasonably withheld.

The employee must remain within one (1) hour travel time of the Municipal Offices in the Town of Lincoln and is required to report as soon as possible to the assigned location.

## **ARTICLE 21- PAID HOLIDAYS**

- 21.01 (a) All employees shall be entitled to a holiday with pay on each of the following days. All employees shall receive the equivalent of their regular day's pay for such a holiday provided such employee works the scheduled working day before and after the holiday, unless absent on an approved leave.

New Years Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Eve Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day

- (b) Each employee shall be entitled to one additional holiday with pay each calendar year. The specific chosen day will be at the discretion of the employee, subject to the approval of their supervisor. Employees are required to use the additional holiday by December 15<sup>th</sup>.

- 21.02 When any of the above holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, a day's pay or a day off in lieu thereof shall be granted by mutual agreement.
- 21.03 (a) A bargaining unit employee who is not required to work or is on a scheduled day off on a holiday will receive one normal day's pay or a day in lieu (lieu day to be mutually agreed to).
- (b) When an employee is scheduled to work on the paid holiday and does not work, they shall not be paid for the holiday unless previously excused by their immediate non-union supervisor.
- (c) It is understood that an employee will not be required to work their scheduled shift before or after a paid holiday if they are absent on sick leave and can provide a doctor's certificate, if required, or jury duty, leave of absence for Union business or bereavement leave.
- (d) When an employee is scheduled to work on a holiday, they shall receive time and one half pay plus another day off. Such day off is to be mutually agreed on by the Corporation and employee involved. Employees are required to use any banked statutory holidays by December 15<sup>th</sup>.
- (e) When an employee works a full shift on a holiday which they were not scheduled, they shall receive double time pay plus another day off to be mutually agreed on by the Corporation and employee involved.
- (f) If an employee is granted an unpaid leave of absence, they will not be entitled to receive pay for statutory holidays that falls within that period.

## **ARTICLE 22 - VACATIONS**

- 22.01 A regular employee shall receive a vacation and vacation pay on the following basis:

<b>YEARS OF SERVICE BY ANNIVERSARY DATE</b>	<b>VACATION</b>	<b>VACATION PAY - (% OF EARNINGS, YEAR ENDING ON ANNIVERSARY DATE)</b>
Up to 1 year	1 day per month, Maximum 10 days	4%
After 1 year but less than 3 years	2 weeks	4%
After 3 years but less than 10 years	3 weeks	6%
After 10 years but less than 15 years	4 weeks	8%
After 15 years but less than 25 years	5 weeks	10%
After 25 years	6 weeks	12%
<b>Note:</b> Vacation time shall be calculated on an hourly basis. Vacation time used shall be deducted from the vacation bank on an hourly basis.		

- 22.02 Employees in their first year of employment may take vacation as it is earned. All vacation earned in the employee's first year of employment must be taken no later than 12 months after the employee's anniversary date.

- 22.03 Vacation time must be taken in complete days or half days within the same pay period.
- 22.04 Subject to article 22.12, all earned vacation must be taken within twelve months of the employee's anniversary date.
- 22.05 If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day off with pay at a time mutually agreed upon between the employee and the Corporation, or one day's pay in lieu thereof.
- 22.06 Vacation pay will be calculated at the greater of:
- (a) the appropriate percentage (indicated in Article 22.01) of gross annual earnings in the year ending on the anniversary date in which the vacation is earned, or
  - (b) the employee's normal weekly rate multiplied by the appropriate number of weeks of vacation entitlement.
  - (c) include on regular pay cheque and identified as a special payment for vacation adjustment and be issued as soon as is practical following the anniversary date.
- 22.07 Vacation pay will be included on the employee's regular pay cheque and identified as vacation pay.
- 22.08 An employee terminating their employment at any time before they have taken any vacation for that year shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 22.09 An employee entitled up to two (2) weeks vacation may take it at one time during the year.
- 22.10 An employee entitled to vacation in excess of two (2) weeks may, with the approval of the department head, take their vacation at one time during the year.
- 22.11 Each department will post a list by April 1<sup>st</sup> and October 1<sup>st</sup> and each employee shall indicate within two weeks of that date, the vacation period they wish.
- 22.12 The department head shall set the vacation period taking into account the wishes of the employees on the basis of seniority, insofar as they consider consistent with the efficient functioning of the department, but consideration of seniority shall be related to only two (2) weeks of an employee's vacation. The employee shall indicate which two (2) weeks are to be their priority.
- 22.13 Where an employee qualifies for sick leave requiring hospitalization, bereavement, jury duty or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date within the year.

**ARTICLE 23 - BENEFIT PROGRAM**

23.01 (a) The Benefit Program shall consist of:

(1) Hospital and Medical	Employer Health Tax
(2) (a) Sick Leave	An employee shall be entitled to 7 days sick leave in each calendar year with standard pay for time when they are ill and unable to work. Sick leave cannot be accumulated from one calendar year to the next. Employees who are hired or whose employment terminates part way through the calendar year will be entitled to a pro-rated amount of sick leave.
(2) (b) Weekly Sickness and Accident Indemnity	75% of an employee's standard week's wages payable for accident or illness after a waiting period of five (5) consecutive working days where such illness or hospitalization exceeds five (5) consecutive working days for a maximum of seventeen (17) weeks.
(3) Life Insurance and Accidental Death and Dismemberment	1½ times annual standard salary rounded to the next highest thousand dollars.
(4) Extended Health Care Plan	Drugs, semi-private hospital room, ambulance service nursing, out of country hospital and medical costs (maximum trip duration 60 days); hearing aids; orthotics and orthopedic footwear (each with a \$450 maximum per 3 year period), Chiropractors, Osteopaths, Physiotherapists and Podiatrists. A dispensing fee cap of \$8.00 per prescription.
(5) Visionwear	Four hundred dollars (\$400) towards the cost of visionwear not more than once every two (2) years for adults and two hundred dollars (\$200) towards the cost of visionwear once every year for children.
(6) Long Term Disability	After 17 weeks of disability 75% of an employee's standard month's wage less any amounts payable to the employee under CPP. Benefits under this article are 75% of current salary to a maximum of \$5,000 per month. The CPP deduction will be frozen to the amount eligible at time of disability and a 2 Year "own occupation" clause will be incorporated in the coverage.

(7) Dental	<p>The Corporation agrees to include capping, crowns, removable prosthodontic services, to a \$1,000 annual maximum benefit, 50/50 co-insured. For orthodontic services, for children 18 years of age and under, using a 70% coinsurance factor and a \$3,000 lifetime maximum.</p> <p><b>Note:</b> Adult recall examination – frequency once every nine (9) months.</p> <p><b>Note:</b> Child recall examination – frequency once every six (6) months.</p>
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- (b) The Corporation will contribute its share of premiums for the above coverages commencing with the first full month following completion of the initial probationary period. Contributions to the OMERS Pension Plan will commence on the first day of employment.
- (c) In addition to the Canada Pension Plan, every new full-time employee shall join the Ontario Municipal Employees Retirement Scheme. The Corporation and the employees shall make contributions in accordance with the provisions of the Plan.
- (d) Employees exercising retirement options under the OMERS “80, 85 and 90 Factor” shall receive benefits paid by the Employer as follows (integrated with Provincial Benefit Plans for Senior Citizens):
  - i) Ontario Health Insurance Plan.
  - ii) Dental Plan
  - iii) Extended Health Care, maximum twenty thousand dollars (\$20,000) lifetime to 65 years of age.
  - iv) Life Insurance policy coverage to age 65 of twenty-five thousand dollars (\$25,000) and Life Insurance policy coverage from age 65 to 70 of two thousand dollars (\$2,000).
- (e) The Corporation will provide a system of prosthodontic benefits which will cover caps and crowns to an annual maximum benefit of One Thousand Dollars (\$1,000), the cost of which coverage shall be shared equally by the employee and employer.
- (f) An employee’s spouse is covered while the employee is eligible for the Town of Lincoln employee health benefits coverage.

Unmarried dependent children related by birth, by adoption or guardianship, and residing with the employee or the employee’s spouse, are covered until the end of the year in which they attain age 18.

Children related to the employee as above may be eligible for continued coverage after the end of the year in which they attain age 18, if they are

between the ages of 18 and 25, are unmarried, reside with the employee, or, if they do not reside with the employee, are the employee's legal responsibility for the provision of medical care, and are dependent on the employee for their support and are in attendance full time at a university or college. Eligible children may be continued under the employee's coverage beyond the year in which they attain age 18 until they no longer meet any one of the above eligibility requirements or until the end of the year in which they become 25.

Eligible children who are totally and permanently disabled before the age of 18 may receive continued coverage beyond their 25<sup>th</sup> year provided that they are not married, legally reside with the employee, that they are totally and permanently disabled, and if a physician certified that there is total and permanent disability.

Surviving spouse and children extended health and dental benefits will continue for twelve (12) months.

- 23.02 The Corporation shall pay, for all participating employees, all of the premium cost of the items in Section 23.01, except the following: -
- (a) employees who have not completed their probationary period.
  - (b) employees on disability benefits under the Workplace and Safety Insurance Act, for a period in excess of six (6) months.
  - (c) on authorized leave of absence.
  - (d) absent due to illness, for a period in excess of seventeen (17) weeks.
- 23.03 An employee laid off or terminated shall cease to qualify for benefits at the end of the calendar month in which they are laid off or terminated; however, where a layoff is of a temporary nature, the Corporation will continue to pay for extended health and dental benefits for one (1) month or continue to pay on a 50/50 co-share with the employee for three (3) months, at the employee's determination.
- 23.04 The Corporation will provide coverage, at its expense for the Extended Health Care Plan, Dental Plan and Visionwear Plan for any employee on Long Term Disability under Article 23.01(a)(6).
- 23.05 The employee is responsible for promptly informing the Corporation of any change in the employee's eligibility or that of their dependants for coverage under the insurance plans, and any excess premiums paid on behalf of the employee in the event of their neglect to so inform the Corporation.
- 23.06 The benefits shall be subject to the rules of the underwriter of the benefit.
- 23.07 The Corporation may grant time off to an employee for medical and dentist appointments which cannot be scheduled outside of normal working hours and such time off shall be deducted, at the employee's direction, either from the employee's annual sick leave provided in Article 23.01 (a) (2) or that week's earnings.

## **ARTICLE 24 - LEAVE OF ABSENCE**

### **24.01 Bereavement Leave**

Upon the death of a member of an employee's family, the employee will be granted a leave of absence with pay, for bereavement purposes, as follows:

- (a) Five (5) working days for a parent, spouse/partner, child, step-parent or step-child, brother, sister, legal guardian of the employee.
- (b) Three (3) working days for a ward of the employee, mother- or father-in-law, sister- or brother-in-law, grandparent or grandchild of the employee; aunt, uncle, niece or nephew; or any blood relative permanently residing in the employee's household.
- (c) One (1) working day for the spouse/partner of employee's child; the step-parent, foster child, grandparent, step-grandparent or step-grandchild, aunt, uncle, niece or nephew; of the employee's spouse/partner.
- (d) Where the funeral occurs at a distant location, reasonable travel time up to five (5) working days without pay may be granted at the discretion of the CAO.
- (e) In the event an employee is asked to serve as pallbearer; deliver a eulogy or conduct themselves in an official and integral capacity in the service, or attend an interment for relative *not covered under (a), (b), (c) of this article*, the employee shall be granted a one (1) day leave of absence, without loss of pay or benefits.
- (f) An employee may request short periods of paid time off during normal working hours to attend a funeral. A Supervisor may grant such time off should the circumstances warrant it.

24.02 The Employer shall grant leave of absence with continuation of seniority to an employee who serves as a juror or a witness for the Crown in any court. The Employer shall pay such an employee their regular rate of pay and benefits and such employee shall sign over to the Corporation any payment that they have received for jury service or for court witness, exclusive of payment for mileage, meals or direct expenses other than wages, and the employee will present proof of service and the amount of pay received.

24.03 The Corporation may grant leaves of absence without pay and without loss of seniority. Requests by employees for a leave of absence shall be made in writing at least one (1) month before the intended leave of absence is to take place and is to be submitted to the department head, except that special consideration may be given for granting of a leave without notice for reasons involving an emergency which could not have been anticipated or planned and the Corporation will give fair and just consideration to such requests. Where there is such an emergency, notice by any means shall be given to the Corporation forthwith providing the giving of such notice is possible.

- 24.04 Upon written request, the Corporation shall grant pregnancy/parental/adoption leave as per the Employment Standards Act, as amended from time to time.
- An employee on such leave will be treated as though they had worked and receive seniority and benefits as per the Collective Agreement. Upon request, the Corporation will make a copy of the Employment Standards Act available to employee.
- 24.05 Employees shall be entitled to three (3) consecutive hours off, prior to the close of any poll, for the purpose of voting in any federal, provincial or municipal election or referendum. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Corporation as may be necessary to provide such three (3) hours while the polls are open. The employees shall suffer no loss of pay for such absence.
- 24.06 When it is necessary to write an exam following completion of a course of study approved by the Corporation through Article 25.05, time off without loss of pay or seniority will be granted not exceeding 1/2 day or as determined by the CAO, such time necessary to write, sufficient to write examination. Travel or other expenses will not be covered.
- 24.07 (a) Union Leave: Upon receipt of at least 30 days notice, the Corporation shall grant leave of absence without pay or benefits and without loss of seniority to an employee who is elected or selected for a full or part-time position with CUPE, the Ontario Federation of Labour or the Canadian Labour Congress, for a period of up to 2 years. The employee shall be entitled to return to their former position if available at the expiration of the period, or to another position in accordance with their ability and seniority if their former position is not available.
- (b) Employees elected or appointed by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay provided the Corporation is given reasonable notice. No more than 3 employees may be absent at any one time and such leaves shall not total more than 35 days in the year. While on such approved unpaid leave of absence, employees shall continue to receive their pay and benefits from the Corporation, however, it shall be paid for by the Union. Seniority shall accumulate during such leaves.
- 24.08 Public Office: When elected to a federal, provincial, or municipal office, the Corporation will grant leave of absence without pay and benefits and without loss of seniority for one (1) term of office. One further extension of one (1) term may be granted on written application. While on such leave, seniority shall not accumulate.
- 24.09 When an employee has been absent for seven (7) or more calendar days due to illness or leave of absence and their date of return was not definite, they must advise their immediate supervisor when they will be returning to work at least twenty-four (24) hours before their intended return.

## **ARTICLE 25 - WAGES AND ALLOWANCES**

- 25.01 Where an employee is assigned by the Corporation to another classification:
- (a) If the rate of the assigned new classification is higher than that of their regular classification, the employee shall receive the rate for the assigned classification, for all hours worked in it, after working in it for one or more continuous hours, rounded to the nearest hour.
  - (b) If the rate of the assigned classification is lower than that of their regular classification, the employee shall receive,
    - (i) the rate of their regular classification if the transfer is made by the Corporation for its convenience;
    - (ii) the rate of the assigned classification, if the transfer is made at the request of the employee or under the provisions of Section 17.08.
- 25.02 All employees shall, upon giving at least two week's notice, receive on the last pay day preceding commencement of their annual vacation any cheque which may fall due during the period of their vacation.
- 25.03 An employee shall have available to them their pay every second Thursday by 4:30 p.m. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions. In the event of a paid holiday in the week, or some major unforeseen circumstance arises, the Treasurer, will notify the Union President or designate of the substituted pay day.
- 25.04 Employees required to work two (2) or more consecutive hours of overtime either preceding or succeeding any hours outside their regular scheduled hours, provided that twelve (12) hours notice is not given, shall be provided with a meal allowance as follows:
- a) If an employee is required to work two (2) or more consecutive hours, they shall receive a nine dollar (\$9.00) meal allowance (April 1, 2009 - \$9.50; April 1, 2010, \$10.00).
  - b) If an employee is required to work seven (7) or more consecutive hours, they shall receive an additional nine dollar (\$9.00) meal allowance (April 1, 2009 - \$9.50; April 1, 2010, \$10.00).
  - c) If an employee is required to work twelve (12) or more consecutive hours, they shall receive an additional nine dollar (\$9.00) meal allowance (April 1, 2009 - \$9.50; April 1, 2010, \$10.00).

In the event an employee is called in for an overtime shift they shall receive a meal allowance in accordance with the above schedule

Providing of notice does not guarantee that overtime will actually be worked.

- 25.05 The Corporation agrees to pay up to a maximum of one thousand dollars (\$1000.00) per year, including tuition and required text, toward the cost of any academic or technical course of study approved by the Corporation. Application for approval shall be made by the employee as required by the Corporation that shall have the exclusive right to determine whether or not such course is appropriate for the employee involved. If the course is not deemed appropriate, the reason shall be given in writing to the employee. The Corporation shall also determine from time to time the conditions under which such payment shall be made and shall advise the Union immediately of any change of policy.
- 25.06 The Corporation will pay membership or organization fees, subject to the provisions of the Income Tax Act, for any employee who is required by the Corporation to be a member of such an organization.
- 25.07 When requested by the Corporation and authorized by the immediate supervisor to use their personal automobile for Corporation business, employees who do so will be reimbursed at the rate established by Council.
- All authorized mileage claims shall be approved by the immediate non-union supervisor and submitted to the Finance Department for payment each month.
- 25.08 No employee will have their pay rate reduced because of job evaluation.
- 25.09 The Corporation undertakes at its expense to provide and schedule training necessary for water and pollution control employees who are required to have certification for the operation, maintenance/repair of all water and pollution facilities. Such training schedules and training programs are at the discretion of the Corporation.

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

- 26.01 The Corporation agrees to draw up and maintain accurate job descriptions for all employees of the Town of Lincoln. All job descriptions will be given to the Joint Gender Neutral Job Evaluation Committee (JJEC).
- 26.02 Existing classifications shall not be eliminated without prior discussion with the Union.

## **ARTICLE 27 - SAFETY AND HEALTH**

- 27.01 The Corporation acknowledges its responsibility to observe all reasonable precautions for the safety, health and sanitation of its employees during working hours and shall supply such equipment as is necessary for this purpose.
- 27.02 The Union acknowledges its responsibility and that of its members to co-operate in the maintenance of safe working practices and conditions and in the observance of rules in this regard.

- 27.03 The Union shall be notified immediately of each accident or injury requiring a Workplace Safety and Insurance Board report.
- 27.04 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.
- 27.05 Transportation to and from the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Corporation.
- 27.06 First aid equipment shall be provided in all trucks and in other appropriate locations by the Corporation.

### **ARTICLE 28 - EMPLOYMENT/TECHNOLOGICAL CHANGES**

- 28.01 Without restricting its right to determine the methods by which Municipal services are to be provided, the Corporation agrees that no employee shall be laid off or have their employment terminated as a result of technological change in methods. Without restricting its right to determine the methods by which Municipal services are to be provided, the Corporation agrees that no employee with two or more years of seniority shall be laid off or have their employment terminated as a result of contracting out work or a service normally performed by the Corporation's employees.
- 28.02 In the event that the Corporation should introduce new methods or machines which require new or greater skills than are presently possessed by an affected employee under the present methods of operations, after-hours training or study courses may be arranged where practicable by the Corporation. The Corporation shall reimburse each employee who successfully concludes any such required training or study course for the cost of tuition and text books.

### **ARTICLE 29 - JOB SECURITY**

- 29.01 Should the Town merge, amalgamate or combine any of its operations or functions with another municipal employer, the Employer will endeavour to do everything possible to arrange, where practical, for the retention of seniority rights, salary and wage levels, for each employee of the Town of Lincoln who thus becomes an employee of such other Municipal Employer.

### **ARTICLE 30 - UNIFORM AND CLOTHING ALLOWANCE**

- 30.01 The parties agree to apply the provisions of the Dress Code for Field Services Staff Policy (see Schedule C), as amended from time to time by mutual agreement.

It is agreed and understood that the interpretation, application and implementation of this policy shall be subject to the grievance and arbitration provisions.

Effective January 1, 2009, the employer will provide reimbursement up to one hundred and seventy-five dollars (\$175.00) for CSA approved footwear to each employee who purchases and wears such footwear on the submission of the itemized receipt specifying the purchase of such footwear (limit one pair per year per employee).

### **ARTICLE 31 - NO STRIKES OR LOCKOUTS**

- 31.01 During the life of this Agreement, the Union agrees that there will be no strikes and the Corporation agrees that there will be no lockouts.
- 31.02 A "strike" or "lockout" shall be as defined in the Ontario Labour Relations Act.

### **ARTICLE 32 - GENERAL CONDITIONS**

- 32.01 When an employee shall have any charge or other proceedings brought against them in any court as a result of performing their duties lawfully for the Corporation, the Corporation shall bear the expenses of the Town's legal counsel for the defense of such employee. The employee will receive time off without loss of pay, provided that this article shall not be deemed to authorize or condone the commission of any unlawful act and the Corporation will not pay such cost in any case where it is shown that the offence arose out of the deliberate act or negligence of the employee.
- 32.02 The Corporation shall post notice of any forthcoming training courses and experimental programs for which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application therefor. Whenever possible such notices shall be posted for a minimum of ten (10) days prior to the deadline date of enrolment for the course.

### **ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS**

- 33.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the remainder of the Agreement shall remain in full force and effect. In the event of any amalgamation, annexation, merger or other corporate change affecting the Corporation, the Ontario Labour Relations Act shall apply.

### **ARTICLE 34 - COPIES OF AGREEMENT**

- 34.01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Corporation shall print sufficient copies of the Agreement within thirty (30) days of signing.

### **ARTICLE 35 - GENERAL**

- 35.01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.
- 35.02 For the purposes of this Agreement, the word "spouse" shall be defined in accordance with the concerned benefit carrier, policy contract or OMERS regulations as applicable.

### **ARTICLE 36 - NOTICES**

- 36.01 Each employee shall advise their immediate supervisor of their current mailing address and telephone number and will advise changes, if any, within seven (7) calendar days of the effective date of the change.
- 36.02 Notice to the Parties shall be addressed to:

Town Clerk  
Town of Lincoln  
4800 South Service Road  
Beamsville, ON L0R 1B1

- and -

The President  
The Canadian Union of Public Employees, Local 1287  
133 Front Street North, Unit #6  
Thorold, ON L2V 0A3

- and -

Canadian Union of Public Employees  
Two Westport Centre  
103-110B Hannover Drive  
St.Catharines, ON L2W IA4

**ARTICLE 37 - TERM OF AGREEMENT**

- 37.01 This Agreement shall be binding and remain in effect for a period of four (4) years, commencing April 1<sup>st</sup>, 2008, and expiring March 31<sup>st</sup>, 2012.
- 37.02 This Agreement may be amended by the Parties by mutual agreement at any time during the existence of this Agreement.
- 37.03 Either party desiring to propose changes or amendments to this Agreement shall, within the ninety (90) day period prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- 37.04 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

DATED AT THE TOWN OF LINCOLN this \_\_\_\_\_ day of \_\_\_\_\_, 2008

**THE CORPORATION OF THE  
TOWN OF LINCOLN**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1287**

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**SCHEDULE "A" – JOB CLASSIFICATION AND WAGE RATES**

JOB CLASSIFICATION	RATE Effective April 1/08	RATE Effective April 1/09	RATE Effective April 1/10	RATE Effective April 1/11
Community Services Secretary	\$ 20.35	\$ 20.96	\$ 21.59	\$ 22.29
Corporate Services Secretary	\$ 20.35	\$ 20.96	\$ 21.59	\$ 22.29
Planning and Development Secretary	\$ 20.35	\$ 20.96	\$ 21.59	\$ 22.29
Public Works Secretary	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.36
Labourer	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.36
Building and Planning Secretary	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.36
Accounts Payable/Payroll Clerk	\$ 22.32	\$ 22.99	\$ 23.68	\$ 24.45
Cashier/AR Clerk	\$ 22.32	\$ 22.99	\$ 23.68	\$ 24.45
Water/Sewer Billing Clerk	\$ 22.32	\$ 22.99	\$ 23.68	\$ 24.45
Recreation Scheduler	\$ 22.32	\$ 22.99	\$ 23.68	\$ 24.45
Truck Operator	\$ 22.32	\$ 22.99	\$ 23.68	\$ 24.45
Arena/Parks Operator	\$ 23.30	\$ 24.00	\$ 24.72	\$ 25.52
Heavy Equipment Operator	\$ 23.30	\$ 24.00	\$ 24.72	\$ 25.52
Cemetery Caretaker	\$ 23.30	\$ 24.00	\$ 24.72	\$ 25.52
Planning Technician	\$ 24.29	\$ 25.02	\$ 25.77	\$ 26.61
Tax Clerk	\$ 25.28	\$ 26.04	\$ 26.82	\$ 27.69
Water Maintenance Operator	\$ 25.28	\$ 26.04	\$ 26.82	\$ 27.69
Plumber	\$ 25.28	\$ 26.04	\$ 26.82	\$ 27.69
Financial/Payroll Clerk	\$ 25.28	\$ 26.04	\$ 26.82	\$ 27.69
Planner	\$ 26.27	\$ 27.06	\$ 27.87	\$ 28.78
Engineering Technician	\$ 26.27	\$ 27.06	\$ 27.87	\$ 28.78
Plans Examiner/Building Inspector	\$ 27.24	\$ 28.06	\$ 28.90	\$ 29.84

The probationary rate shall be 90% of the job classification rate.

An employee shall receive overtime rates for each hour worked or part of, for opening or closing a grave by hand tools.

#### Lead Hand

Employees designated as a lead hand shall receive an additional one dollar and twenty-five cents (\$1.25) per hour (April 1, 2009 - \$1.40; April 1, 2010 - \$1.50; April 1, 2011 - \$1.75) over and above the rate paid to that person at the point of being assigned the responsibility for each hour worked as a lead hand after working as a lead hand for more than one hour and the time for which the employee is eligible for such additional rate be rounded to the nearest hour.

When an employee is designated as a lead hand, all other employees for whom they have a responsibility shall be notified of their appointment.

#### Water/Wastewater Maintenance Operators

Upon ratification, employees who hold the Water Operator Level I Certification will be paid a fifty cents (\$0.50) per hour premium over and above the job rate.

Employees who hold the Water Operator Level II Certification will be paid an additional seventy-five cents (\$0.75) per hour over and above the job rate.

## **LETTER OF UNDERSTANDING**

### **RE: HARASSMENT IN THE WORKPLACE**

#### **Purpose**

The following establishes procedures to be followed by employees or employers who feel they are being harassed and by union representatives or supervisors who are expected to deal with the complaint.

#### **Ontario Human Rights Code Definitions**

Harassment is the engaging in a course of vexatious comment or conduct that is known to be unwelcome.

The Ontario Human Rights Code gives every employee a right to freedom from harassment in the workplace because of sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, handicap, by association, sexual orientation, political or religious affiliation, place of residence, by reason of their membership or activity in the union or that of any dependent of the employee.

Every person has a right to be free from an unwelcome sexual solicitation or from a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance from a person in a position to confer, grant or deny a benefit to a person.

This policy applies to all types of harassment including sexual harassment and sexual solicitation.

#### **Procedure to be Followed by Complainant**

A person who believes they are being harassed should:

- 1) make it known that the action is unwelcome and will be reported unless it is stopped immediately.
- 2) keep a written record of dates, times and nature of behaviour and witnesses, if any,
- 3) if the harassing continues, speak to an uninvolved supervisor and confirm the complaint in writing to:
  - (a) an uninvolved supervisor within the complainant's department, or Director of Personnel.
  - (b) the Union President or Representative

### **Investigation Procedure**

Management and/or the Union has the responsibility to respond immediately to complaints of harassment by using the following steps:

1. inform the complainant that an investigation is being conducted,
2. interview both parties separately as soon as possible,
3. interview any witnesses,
4. interview past and present employees, if necessary, to determine if harassment has occurred,
5. warn all parties that all interviews and information must be kept confidential,
6. consult the Human Rights Commission, if necessary, before responding formally to the complaint,
7. document the investigation and then discuss your findings with the person who complained, or their agent, and
8. render the decision and then discuss your findings with the alleged harasser.

### **Discipline**

If allegations are found to have substance, the management and union representative (if involved) will:

1. meet with the harasser and point out that harassment is unacceptable and, if continued will be dealt with seriously, i.e. could result in dismissal.
2. ask the harasser to apologize to the complainant.
3. suggest to the harasser that they obtain counseling, and
4. continue to monitor the situation.

### **Action if Unsubstantiated**

If the allegations are found to not have substance, the investigator will maintain a confidential file on the allegations in the Personnel Department.

In all cases the name of the Complainant and the Alleged Harasser will be kept confidential, under this section, from either party of the complaint.

### **No Recrimination**

The complainant will be assured that there will be no recrimination because of the complaint

### **Responsibility**

If a supervisor and/or the Union are aware of the harassment of an employee it is their duty to take action under this policy.

The supervisor and/or the Union are obligated to tell the complainant of their right to file a complaint with the Human Rights Commission.

If the matter is taken to the Human Rights Commission, the supervisor and/or Union are obligated to co-operate with the officials of that Commission.

**LETTER OF AGREEMENT**

BETWEEN:

**THE CORPORATION OF THE TOWN OF LINCOLN**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1287**

**RE: FIRE DEPARTMENT SECRETARY**

The parties mutually agree that the Corporation has declared the position of Fire Department Secretary redundant and wherein the incumbent will maintain all rights and privileges of the Collective Agreement. This title will be removed from Schedule "A" Job Classification and Wage Rates.

Should the Corporation re-instate the position of Fire Department Secretary, this position will be posted as per Article 15 – Promotions and Staff Changes and the title shall be added to Schedule "A".

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**THE CORPORATION OF THE  
TOWN OF LINCOLN**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1287**

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**APPENDIX "A"**

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**THE CORPORATION OF THE TOWN OF LINCOLN**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1287**

**RE: JOINT JOB EVALUATION**

WHEREAS the Pay Equity Act, R.S.O. 1990, Chapter P.7 requires that every employer establish and maintain compensation practices that provided for pay equity in every establishment of the employer.

AND WHEREAS the Town and the Union agree on a pay equity plan that met the Town's obligations under the act;

AND WHEREAS the Town achieved pay equity as required under the Act in 1993 and has since that time been in a Pay Equity Maintenance Phase. During the Maintenance Phase, the Town and the Union have agreed to Joint Job Evaluation Plans and have conducted evaluations of jobs to ensure internal equity;

AND WHEREAS the Town and the Union met and bargained to renew the collective agreement that expired on March 31, 2005 and the parties agreed to a new Joint Job Evaluation Manual of Procedures for the purpose of continuing the maintenance of Pay Equity;

NOW THEREFORE, the parties agree as follows:

1. The Joint Job Evaluation Manual of Procedures that is attached to this Memorandum of Settlement as Schedule "B" will be part of the collective agreement and will be implemented for any future job evaluations upon ratification of the collective agreement by Council and the Union membership.
2. The parties will continue to use the Rating Manual that is attached to this Memorandum of Settlement as Schedule "B" unless it is amended in accordance with the terms of the Joint Job Evaluation Manual of Procedures.

3. The parties agree that the Pay Equity adjustments shall be deemed incorporated into and form part of the collective agreement and satisfy all Pay Equity Requirements.
4. The parties agree to recommend the new Joint Job Evaluation Manual of Procedures to their principals.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**THE CORPORATION OF THE  
TOWN OF LINCOLN**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1287**

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## SCHEDULE "B"

BETWEEN:

**THE CORPORATION OF THE TOWN OF LINCOLN**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1287**

**RE: JOINT JOB EVALUATION – MANUAL OF PROCEDURES**

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement (Appendix B) effective April 1, 2005 and supersedes any and all Joint Job Evaluation agreements or understanding between the parties.

### ARTICLE 1 - PURPOSE

Pursuant to the Pay Equity Act, R.S.O. 1990, c.P.7, the Town and the Union share an obligation to ensure that pay equity, having been achieved for female-dominated classes within Local 1287, is maintained. This Manual of Procedures is established to provide an ongoing maintenance program for the agreed upon Joint Job Evaluation Program, designed to provide and maintain the basis of a gender-bias free and equitable salary and wage structure in accordance with the Pay Equity Act, and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

### ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Benchmark Job	or "Key Jobs" are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the rating manual.
Classification	The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.
Classification Differential	The difference between the maximum salary or wage rates in the Salaries and Wages Schedule of the Collective Agreement.
Classification Increments	The salary or wage steps for a particular Classification
Collective Agreement	The Collective Agreement currently in effect between the Corporation of the Town of Lincoln (hereafter referred to as the Town) and CUPE 1287 (hereafter referred to as the Union).
Current Rate	An employee's present rate of pay.

Duty	A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.
Employee	An employee of the Town in the bargaining unit for which CUPE Local 1287 is the recognized bargaining agent as defined in the Collective Agreement.
Factors	The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Program.
Factor Degrees	The actual measurement levels within each factor.
Green Circled	The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Program.
Incumbent	An employee who has been appointed or promoted to a job.
Job	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort, and the working conditions involved in the performance of that job, through the use of questionnaires, observation, and study.
Job Description	A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent to the job
Job Documents	Comprised of all documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.
Job Evaluation	The process of studying and analyzing a job to obtain detailed information about the content of the job, the preparation of a job description and the rating of the job by use of the Rating Manual to determine the relationship of the job to other jobs covered by this Job Evaluation Program.
Job Rating	The selected degree levels, points, reasons for the rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.
Joint Job Evaluation Committee	The Joint Committee appointed by the parties to deal with matters relating to job descriptions, the rating of jobs and the designating of appropriate wage grades as governed by this Manual of Procedures and the Rating Manual.
Out of Schedule Rate	A wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Program.
Points	The numerical expression adapted for measurement of each degree within each factor.
Quorum	The minimum number of people that must be present at a meeting before its proceeding are to be regarded as valid. There must be two (2) union representatives and two (2) management representatives.

Rating Manual	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
Red Circled	The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Program.
Review Committee	A joint two person committee comprised of the management co-chair and the Union co-chair who, based on the evaluation request submission and the job evaluation rating manual, determine if a review of the request by the JJEC is warranted.
Salaries and Wage	The salary and wage classifications as per Schedule A of the Collective Agreement.
Staff Complement	A staff position authorized as such by Council.
Task	An activity undertaken in order to complete specific duty, defining how a duty is done.
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual
Wage Grade	The designation in the Collective Agreement for a particular job rate or salary level or salary range.
Wage Rate Schedule	The wage grades and levels as set forth in the Collective Agreement.

### ARTICLE 3 - RATING METHODOLOGY

- 3.1 Job documents serve to record the basis from which the job is rated and to compare and judge changes in job content which results, from time to time, from new or changed circumstances or requirements of the job.
- 3.2 Job documents are for the purpose of rating a job and assigning the job into the proper Classification for application of the salary and wage schedule. Job documents shall be in sufficient detail to enable the job to be identified and rated.
- 3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements and tasks inherent to the job.
- 3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific Factors as shown in Schedule 2.
- 3.5 Job ratings serve to:
  - a) group jobs having relatively equivalent point values into the same classification;
  - b) provide the basis from which to gauge equitable wage rate relationships between the jobs;

- c) form the foundation from which to measure changes in job content;
- d) enable the assignment of jobs into their proper classifications.

#### ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 4.1 It is important that the Employer maintain accurate job descriptions and job ratings on an ongoing basis (ideally every four (4) years). Failure to do so will serve to damage the integrity of the Program. It is the intent of the employer to maintain accurate, up-to-date job descriptions.
- 4.2 a) The job description or notice of vacancy is the sole responsibility of the Chief Administrative Officer (CAO) or designate.
- b) The job descriptions shall be filed with a duplicate copy forwarded to the President the Union.
- 4.3 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new or changed duties, are as follows:
- a) The agreed upon job ratings for the respective job descriptions which are in effect from the effective date the Job Evaluation Program is implemented, and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:
- (i) The job content is changed by the employer
  - (ii) The job is declared redundant by the employer
  - (iii) The job is changed as a result of a successful appeal.
- b) Whenever the employer decides to establish a new job, the following procedures shall apply:
- (i) The Department Director shall prepare a draft job description and establish a temporary wage grade in accordance with the agreed upon Rating Manual.
  - (ii) The Department Director shall notify the Union of the job description and the temporary wage grade.
  - (iii) Within twelve (12) months of the incumbent commencing employment in the new posted job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties actually being performed at the time of review. Should it be determined through the Committee's final evaluation that an increase should be made in the job's Classification, such an increase shall be retroactive to the date that the incumbent commenced employment in the new posted job.

- 4.4 Whenever the Town changes the job content of a position, the union shall be notified. The incumbent, supervisor or the union may request that the position be re-evaluated. The following procedures shall apply:
- a) A Request for Re-evaluation, (Form #3), the approved request form, be submitted to the JJEC.
  - b) The revised job description and any other job document shall accompany the request form.
  - c) The results of the JJEC evaluation will be communicated to the CAO (or designate) who shall communicate all rating and/or other decisions made by the committee to the appropriate Department Director, Immediate Supervisor, the Union and the incumbent(s) of the committee's decision.
  - d) Following circulation of evaluation results and following the appeal period, the job shall be assigned the appropriate classification.
- 4.5 An appeal of the job rating may be initiated by the incumbent(s), Union, Department Director, Immediate Supervisor, and/or CAO within thirty (30) calendar days of receipt of the rating of the JJEC, as follows:
- a) The Appellant shall complete the Authorized "Appeal" form (Form #4), available from the Finance Department and/or the Union.
  - b) The appeal, shall state, in writing the reason or reasons for disagreement with the rating of the job on a factor by factor basis.
  - c) The Appellant must forward the "Appeal" form to the CAO (or designate), who shall refer it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Department Director.
  - d) The Joint Job Evaluation Committee shall consider each factor being appealed. The results of the appeal will be communicated to the CAO (or designate) who shall forward to the incumbent(s), the appropriate Department Director, the Supervisor, and the Union.
  - e) It is understood that during their review of the appeal, the JJEC will review and possibly adjust other factors previously evaluated. Should a factor, other than the factor under appeal be adversely affected, the appellant has the right to appeal the factor(s) that has been so changed.

## ARTICLE 5 - JOB EVALUATION PROCEDURES

- 5.1 The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to clarify information required for rating purposes. Such review may include:
- a) site inspection by the Committee
  - b) interviewing, by the Committee of incumbents and supervisors
- 5.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual. (Schedule 1)
- 5.3 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.
- 5.4 In the application of the Rating Manual, the following general rules shall apply:
- a) It is the content of the job that is being analyzed, not the individual doing the job.
  - b) Jobs are to be evaluated without regard to existing job rates.
  - c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.
  - d) Workload is not a consideration when evaluating a job except as provided for in Factor 8/Mental Effort.
  - e) No interpolation of factor degrees is to be made in the use of this program. (i.e. no insertion of a factor rating that falls between the established degrees of the factor).
  - f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.
  - g) If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.
  - h) Each appeal shall be submitted in writing on an official appeal form agreed to by the Town and the union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Town and the Union. The appeal forms shall be available from the Finance Department and/or the Union.

- i) The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.
  - j) The Joint Job Evaluation Committee and/or the Union and/or the Town at its discretion, may request the appearance of the Incumbent and/or Supervisor in order to assist the Committee in its deliberations.
  - k) Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.
- 5.5 The CAO (or designate) shall communicate the final rating and/or other decisions made by the Committee to the appropriate Department Director, the Immediate Supervisor, the Union and the incumbent(s) of the committee's decision. Subject to completion of the appeals procedure noted herein, such decisions shall be considered final and binding upon the Parties.
- a) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent(s) of such job whose existing wage rate is thus higher than the established wage rate of the changed job shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate shall receive the new wage rate for the position effective the date the new rating was finalized by the Committee or immediately following the appeal proceedings, noted under Article 5 of this Manual of Procedures, if the latter.
  - b) If a change in job content results in a higher evaluation and wage grade for a job, the incumbent(s) of such job whose existing wage grade is thus below the established wage rate of the changed job shall be identified as being "Green Circled". "Green Circled" rates shall be adjusted to the appropriate wage grade recognizing the incumbent's status within the existing wage grade increments structure, effective the date the new rating was finalized by the Committee, or immediately following appeal proceedings noted under Article 5 of this Manual of Procedures, if the latter.
  - c) If required, the job shall be assigned the appropriate wage classification, effective the date the new rating was finalized by the committee or following appeal proceedings noted under Article 5, if the latter.

## ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of:

- a minimum of two (2) representatives of the Town, as selected by the Town; plus a minimum of two (2) alternates as selected by the Town. One (1) representative of the Town will serve as Co-chair.

- a minimum of two (2) representatives of the Union, as selected by the Union; plus a minimum of two (2) alternates as selected by the Union. One (1) representative of the Union will serve as Co-Chair.
- one (1) non-voting Representative appointed from the Region of Niagara or other appropriate third party chosen by the parties.

6.2 It shall be the purpose of the Joint Job Evaluation Committee:

- a) to review, confirm or revise job ratings as initiated through the agreed to process.
- b) to establish and review, for rating consistency and to ensure the maintenance of relativities, a sampling of established benchmark jobs.
- c) to review problems pertaining to the application of the Rating Manual, and recommend solutions to the Town and the Union.
- d) to recommend changes to the Rating Manual and the Job Evaluation process to the Town and the Union.

6.3 The Representative from the Region of Niagara or other third party (the “Third Party Representative”) shall be responsible for co-ordinating all aspects of the rating proceedings and administration, including the calling of all Committee meetings and acts as a recording secretary to the Committee. All correspondence to and from the Committee shall go through the Third Party Representative.

6.4 Decisions of the Joint Job Evaluation Committee shall require consensus. When consensus is not possible, the matter under review shall be referred to the Job Evaluation Referee as provided for in Article 7 of this Manual of Procedures.

6.5 The Joint Job Evaluation Committee shall meet at least once every twelve (12) months or as required.

6.6 The Joint Job Evaluation Committee meetings will not proceed unless there is a quorum.

#### ARTICLE 7 - JOB EVALUATION REFEREE

7.1 a) The Town and the Union shall, by January 31 of each year, agree upon a Job Evaluation Referee. The parties agree that said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.

b) Should either party determine that a new Referee should be appointed for the following year, notice to the other party shall be given, in writing, during December of the current year. Such notice shall contain a list of individuals being proposed as Referee by the initiating party.

- c) Should the Referee withdraw for any reason during the term of appointment, the parties shall, within ten (10) calendar days of such notification, agree upon a replacement.
  - d) Should the parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within ten (10) calendar days of such decision, pursuant to Article 7.1 (a).
- 7.2 The cost of the Job Evaluation Referee's remuneration and personal expenses shall be shared equally by the Town and the Union.
- 7.3 The Job Evaluation Referee will be required to meet and make decisions solely on matters where consensus was not achieved by the Joint Job Evaluation Committee.
- 7.4 The following procedure will be followed to resolve any matters before the Job Evaluation Referee:
- a) The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.
  - b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Co-Chairs of the Joint Job Evaluation Committee, who will forward it to the Committee, the CAO, the appropriate Department Director, the Immediate Supervisor, the Union and the incumbent(s).
  - c) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this program.
- 7.5 The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information related to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.

#### .ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

- 8.1 Upon the completion of the job evaluation process, the Third Party Representative shall total the points assigned to each Factor Degree, using the attached Schedule 2, Job Evaluation Factors and Weights, and Schedule 3, Job Evaluation Factor Degree Points to determine the Total Points for the job under review. Upon determining the Total Points for the job, the Human Resources Representative shall use Schedule 4, Job Evaluation Classifications, to determine the appropriate Classification for the job.
- 8.2 The Third Party Representative shall notify the Finance Department and the Union of the results of 8.1.

8.3 The Third Party Representative shall notify the appropriate Department Director, the Immediate Supervisor, the Union, and the incumbent(s) of the job of any changes in Classification resulting from job evaluation.

The union members of the Committee and any alternates appointed by the union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee as approved by the CAO or Designate. These members shall continue to have all the rights and privileges of the Collective Agreement.

#### ARTICLE 9 - GRIEVANCE/ARBITRATION

9.1 The decision of the Joint Job Evaluation Committee and/or Referee is final and binding and not subject to the grievance procedure.

## **SCHEDULE "C"**

### **DRESS CODE FOR FIELD SERVICES STAFF**

#### **PURPOSE**

The purpose of this policy is to accomplish the following objectives:

1. Ensure that Town field services staff present a professional image to the public.
2. Ensure that Town field services staff are easily identifiable to the members of the public.
3. Ensure that Town field services staff are clothed appropriately to perform the range of duties associated with their tasks.
4. Ensure that Town field services staff are in compliance with applicable regulations as they relate to apparel.

#### **APPLICATION OF THE POLICY**

This policy shall govern the actions of management in implementing Council's **Dress Code for Field Services Staff** and shall apply to all union and non-union outside employees. For the purposes of this policy, Field Services Staff shall include the following classifications: Labourer, Truck Operator, Heavy Equipment Operator, Arena/Parks Operator, Water Maintenance Operator, Plumber, Engineering Technician, Public Works students and part time staff.

#### **EFFECTIVE DATE OF POLICY**

This policy shall take effect on the date of approval by Council.

#### **GENERAL POLICY**

All employees are representatives of the Town and are expected to reflect a professional image at all times. As such, all field services staff are expected to arrive at work groomed and clothed in a manner that is both suitable for the tasks they are expected to execute, as well as, presentable to the general public, which they serve.

## **POLICY STATEMENT**

1. All field services staff shall wear apparel that is appropriate for the job that is either provided by the employer or approved by the Supervisor and in accordance with this policy.
2. Field services staff shall, at an appropriate time of year, and if required, be provided with the following clothing at the specified frequency:
  - 1 winter safety coat every 3 years (Arena/Parks Operators and Engineering Technicians excluded)
  - 1 safety jacket every 3 years
  - 1 blue jacket every 3 years (Arena/Parks Operators and Engineering Technicians only)
  - 5 navy blue T-shirts every 1 year (Engineering Technicians excluded)
  - 5 navy blue golf shirts every 1 year (Engineering Technicians Only)
  - 2 navy blue sweatshirts every 1 year
  - 1 winter cap every 2 years
  - 2 caps every year
  - 3 navy blue work pants every 1 year
  - 1 high visibility tear away safety vest every 1 year
  - 2 coveralls (1 bib & 1 full) as required (Engineering Technicians excluded)
  - safety boots in accordance with the collective agreement
  - other specialty work and/or safety apparel including: gloves, rubber boots, rain coats, safety glasses, coveralls, as deemed necessary by the Supervisor.
3. Apparel that is damaged and/or wears out in the course of normal work duty before the replacement frequency listed in item 2 above, may be replaced at the discretion of the Supervisor. Items that are lost or damaged as a result of employee carelessness and/or abuse will be replaced at the expense of the employee. When requesting replacement of apparel, specialty work and/or safety items, staff shall provide the worn or broken item to their Supervisor.
4. Field services staff shall wear only navy blue or black work pants. Shorts, blue jeans, etc. are not permissible. Navy blue or black vented work pants are acceptable.
5. Field services staff shall wear only approved "green patch" footwear. Sneakers, sandals, etc. are not permissible.
6. Town issued apparel and/or safety equipment is for staff use only during working hours and shall not be used after hours or given to family members, etc.
7. Field services staff shall wear their Town identification tag at all times when working on private property. The identification tag shall be clearly visible and be worn on a clip and/or lanyard issued by the Supervisor.
8. This policy is in addition to and does not replace the Town's procedure document for use of "Personal Protective Equipment".