

COLLECTIVE AGREEMENT



BETWEEN:

THE TOWNSHIP OF WEST LINCOLN

AND:



CANADIAN UNION OF PUBLIC EMPLOYEES, C.L.C.

AND ITS LOCAL 1287 (WEST LINCOLN TOWNSHIP UNIT)

**(PUBLIC WORKS, RECREATION & ARENA AND OFFICE &
CLERICAL EMPLOYEES)**

**Effective April 1, 2008
Expires March 31, 2012**

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THIS AGREEMENT MADE BETWEEN: **THE TOWNSHIP OF WEST LINCOLN**
(hereinafter called the Employer)
Party of the First Part

- and -

**CANADIAN UNION OF PUBLIC
EMPLOYEES, C.L.C. AND ITS LOCAL
1287** (West Lincoln Township Unit) (Public
Works, Recreation and Arena, Office and
Clerical Employees)
(Hereinafter called the Union)
Party of the Second Part

ARTICLE 1- PREAMBLE

1.01 Whereas it is the desire of both parties to this agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions in matters covered by this Agreement pertaining to working conditions and employment;
- (3) To encourage efficiency in operation;
- (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an agreement. Now, therefore, the parties agree as follows:

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1287 (West Lincoln Township Unit) as the sole and exclusive Collective Bargaining Agent for all of its employees of the Township of West Lincoln and all employees shall become members in good standing of the Union, save and except General Foreman, Working Foreman (subject to signing of a Letter of Understanding), Supervisors, Supervisor, Water & Wastewater, Chief Building Official, persons above the rank of General Foreman and Supervisor, Confidential Secretary, persons regularly employed for not more than 24 hours per week and students employed during the school vacation periods.

2.02 No employee 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.

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- 2.03 The word “employee” in this Agreement shall mean a person whose job falls within the bargaining unit as defined in Section 2.01.
- (a) who is receiving wages from the Employer, directly, for work performed while on the active payroll of the Employer; or
 - (b) who is on leave of absence, in receipt of L.T.D benefits, or on sick leave in accordance with the provisions of this Agreement, or
 - (c) who is on lay-off with seniority rights to recall, to the extent of providing right of recall and right of grievance, as set forth in this Agreement.
- 2.04 **TEMPORARY EMPLOYEES** shall be those employees hired to cover temporary vacant positions which have been created because of sick leave, STD, LTD, WSIB, union leave, pregnancy and/or parental or adoption leaves and for temporary work assignments, with the exception of those exemptions as specified in article 2.01. A temporary employee shall not continue beyond a period of six (6) continuous months, except in the following circumstances:
- (a) with the written mutual consent of the employer, the employee and the union president
 - (b) to cover the full extent of any pregnancy and/or parental leave
 - (c) to cover for employees on the first 30 months of disability and for employees transferred under article 10.06.
- 2.05 A temporary employee shall pay union dues in accordance with article 3 of this agreement and shall not be covered by the following articles:- schedules B and D and pension provisions not otherwise required by law. No temporary employee shall have the right to grieve with respect to discharge or lay-off nor shall such employee have bumping rights.
- 2.06 If a temporary employee is continued in employment as a permanent employee; the time served continuously in temporary employment shall be counted as part of their probationary service/seniority.
- 2.07 The wage rate for temporary employees will be as per Schedule A of this agreement.
- 2.08 Any vacancies will be offered to current qualified permanent employees, and if not filled in this manner, offered to qualified temporary employees currently on the Temporary Employees Service List with the organization, before the Employer may hire from outside.
- 2.09 On commencing employment or within a reasonable time thereafter, the employee’s immediate supervisor shall introduce the new employee to the Unit Vice-President and/or their steward and Health & Safety Representative. The Union will provide the Employee with a copy of the Collective Agreement at that time.

ARTICLE 3 – UNION SECURITY

- 3.01 The Corporation shall deduct from every employee any dues, initiations, or assessments as are uniformly levied in accordance with the Union constitution and/or by-laws and owing by the employee to the Union. The Union will provide the employer with a copy of such relevant by-laws, and any changes thereto as they may occur.
- 3.02 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th of the month following.
- 3.03 Such dues will be deducted only after other demands against the employee's pay have been satisfied.
- 3.04 The employer will use its best endeavors to comply with the provisions of this article, but it is relieved by the Union of any and all responsibility and/or liability for deducting or failure to deduct such dues.
- 3.05 With the first transmission of dues, the Employer will deliver a list of the employees from whom deductions were made and the amount of the deductions, to the Secretary-Treasurer of the Union. With subsequent transmission, the Employer will show any changes in employees and/or deductions.
- 3.06 The Union will deliver to the employer a letter certified by a responsible officer of the Union as changes occur, setting out the amount of the monthly dues mentioned in section 3.01, and the name and address of the Secretary – Treasurer of the Union referred to in section 3.02.
- 3.07 At the same time that income tax (T-4) slips are made available, the employer shall enter on the amount of Union Dues paid by each Union member in the previous year.
- 3.08 Employees 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 purposes of instruction, experimenting, emergencies or when a regular qualified employee is not available.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and in pursuance of its policies and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. A claim that an employee has been discharged or disciplined without just and proper cause may be the subject of a grievance and dealt with under the grievance provisions of this Agreement.

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- 4.02 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, lay-off, classify, direct, transfer and promote employees; and to discharge, demote, suspend or otherwise discipline employees for just cause; and
 - (c) generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed and to introduce new or improved methods of providing services which may include combining services with other municipalities and public/private partnerships.
- 4.03 The Employer agrees that it will not exercise the foregoing functions as set out in 4.02 in a manner inconsistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be subject of a grievance.
- 4.04 If there is to be re-organization or relocation of offices, departments or divisions resulting in the transferring of employees or any changes in the rules and regulations to be observed by the employees, such changes shall be made with prior notice to and discussion with the Union.

ARTICLE 5 – DISCRIMINATION

5.01 The Parties agree that every person has a right to equal treatment with respect to employment without discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, political or religious affiliation, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, place of residence, marital status, same-sex partnership status, family status or disability nor by the reason of their membership or activity in the Union or that of any dependent of the employee.

5.02 HARASSMENT IN THE WORKPLACE

Purpose – the following establishes procedures to be followed by employees or employers who feel they are being harassed and by 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 preference, 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 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
 - (b) the Union President or Representative

INVESTIGATION PROCEDURE

Management 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 situation and then discuss your findings with the person to whom written complaint was submitted by the complainant.
8. Render the decision and then discuss your findings with the alleged harasser.

DISCIPLINE

If allegations are found to have substance, the management representative will:

1. Meet with the harasser and point out that harassment is unacceptable and, if continued, shall be subject to discipline.
2. Ask the harasser to apologize to the complainant.
3. Suggest to the harasser that they obtain counseling.

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 Clerk's Department.

NO RECRIMINATION

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

SUPERVISOR RESPONSIBILITY

If a Supervisor is aware of the harassment of an employee and does not take the appropriate corrective action, then disciplinary sanctions may be imposed upon the Supervisor as well as the offender.

The Supervisor is 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 is obligated to cooperate with the officials of the Commission.

ARTICLE 6 – UNION COMMITTEE AND STEWARDS

- 6.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Corporation will recognize:
- (a) A Union Committee of three (3) employees, and the President of C.U.P.E Local 1287 or their representative for the purpose of renewing or amending the Collective Agreement.
 - (b) A Grievance Committee of three (3) employees, and the President of C.U.P.E Local 1287 or their representative.
 - (c) A Union Committee of not less than three (3) employees, and the President of C.U.P.E Local 1287 or their representative for the purpose of the Labour Management meetings with the Corporation as set out in Article 6.03.
 - (d) An Occupational Health and Safety Committee consisting of two (2) members of the Union and two (2) appointees of Management to operate as outlined in the Ontario Occupational Health and Safety Act.
 - (e) The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.

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- 6.02 The Stewards and members of the Union Committee shall have been placed on the Seniority List, except for the President of C.U.P.E Local 1287 who is elected at large within Local 1287. The Union shall notify the Employer in writing of the names of its officers, Unit Grievance Officer, Stewards and the Union Committee.
- 6.03 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 two (2) working days prior to the time of the scheduled meeting, except in cases of emergency.
- 6.04 The Unit Vice President of C.U.P.E Local 1287 or their representative, Unit Grievance Officer and Stewards have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties unreasonably in order to deal with grievances or other Union business, nor will they leave their regular duties without receiving permission from their immediate non-union Supervisor. Such permission to leave will not be unreasonably withheld. When resuming their regular work, they will report to their immediate non-union Supervisor, and will give any reasonable explanation which may be requested with respect to their absence.
- 6.05 In accordance with this understanding, the Employer will compensate each of the Unit Vice President of C.U.P.E Local 1287 or their representative, Unit Grievance Officer and Stewards for this 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.
- 6.06 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 Administration or the appropriate Committee.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

- 7.01 Neither the Union nor any employee shall take part in or call, or encourage any strike against the Employer which shall in any way affect the operations of the Employer, nor shall the Employer engage in any lockout during any term or continuation of this Agreement. The words “strike” and “lockout” shall be interpreted as defined in the Labour Relations Act of the Province of Ontario.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 Employees with a complaint shall first discuss such complaint with the immediate non-union Supervisor, within five (5) days of the event upon which the complaint is based. The immediate non-union Supervisor shall arrange for the presence of the employee's steward, if the employee so requests. Should redress to the complaint not be satisfactory to the employee, then a grievance may be filed by the employee, in writing, and the following procedure shall apply.
- 8.02 **STEP 1:** An employee shall within five (5) working days from the date of response indicating that the complaint was not resolved, file a grievance, which shall be signed by

the grievor involved, with the immediate non-union Supervisor. The Supervisor shall, if requested by the employee, arrange for the presence of their steward. The Supervisor will give their decision in writing within five (5) days. The grievance shall be signed by the grievor and shall specify the facts and the section or sections claimed to be violated or relied upon and the decisions in Step 1, 2 and 3 shall specify the facts and reasons upon which the decision is based.

- 8.03 **STEP 2:** If not then settled, the grievance may, within five (5) days, be submitted in writing by the Grievance Committee to the appropriate Department Head, (c/o CAO) to be dealt with a meeting under Section 6.03 to be held within five (5) days of submission or such subsequent date as mutually agreed between the parties. At Step 2, and at meetings provided for in Section 6.03 there may be present a representative of the Union if requested by either party. The decision of the Employer or the Union Committee in case of an Employer Grievance shall be given in writing within ten (10) days after the meeting at which it was discussed.
- 8.04 **STEP 3:** If not then settled, the grievance may, within five (5) days, be submitted in writing by the Grievance Committee to the CAO to be dealt with at a meeting under Section 6.03 to be held within five (5) days of submission or such subsequent date as mutually agreed between the parties. At Step 2, and at meetings provided for in Section 6.03 there may be present a representative of the Union if requested by either party. The decision of the Employer or the Union Committee in case of an Employer Grievance shall be given in writing within ten (10) days after the meeting at which it was discussed.
- 8.05 **STEP 4:** If not then settled and 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 go 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.
- 8.06 (a) The Union shall be allowed to have a committee of two (2) employees in attendance during a grievance mediation meeting. In the event of grievance mediation meeting 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) If the grievance is still not settled, the Union will notify the Employer or vice versa within thirty (30) days of the reply in Step 3 of their desire to proceed to Arbitration.
- (c) The parties will each appoint an Arbitrator within five (5) days after the notification from the Union has been received and will promptly advise the other party of the name of their nominee.
- (d) The two nominees will then attempt to agree upon a Chairman, and if they cannot agree within a further fifteen (15) days then such Chairman shall be appointed by the Ontario Labour Management Arbitration Commission at the request of either party.
- (e) Each of the parties hereto shall bear the expense of the nominee appointed by it

and the parties shall jointly bear the expense of the Chairman.

- (f) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision(s) inconsistent with the provisions thereof.
 - (g) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decisions of the majority of such Board will be final and binding on the parties hereto.
 - (h) No grievance shall be submitted for Arbitration which does not involve a question concerning 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 that the matter is not arbitrable in that it does not involve an interpretation, application, administration, or alleged violation of this Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that 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 Employer or the Union Committee, in the case of an Employer Grievance, shall stand.
- 8.07 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witness. Advance, written request to the immediate non-union Supervisor, as the case may be, is required in order to secure authorization for employees to be released from work to attend any meeting connected with this Clause.
- 8.08 Within ten (10) days of the event upon which the grievance is based, the employer or the Union may submit a policy grievance in writing to the other, alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the Section or Sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure. Policy grievances will concern differences between the parties which cannot be made the subject of a grievance by an employee. Group grievances concern the same differences between the parties by two or more employees. No grievance shall be submitted by the Union under this Section unless it directly involves more than one (1) employee.
- 8.09 Time limits in this Collective Agreement are mandatory. If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned unless mutually agreed upon between the parties that the time limits be extended.
- 8.10 In this Article 8, days shall exclude Saturdays, Sundays, and Paid Holidays.
- 8.11 As soon as possible after the Arbitration Board has been completed by the selection of a Chairman, 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. Nothing in this article shall prevent the parties from agreeing to the appointment of a sole arbitrator that is acceptable to both parties.

ARTICLE 9 – DISCHARGE AND DISCIPLINE CASES

- 9.01 Whenever the Employer deems it necessary to discipline an employee, the employee shall be given such discipline in the presence of a Union Steward, if so requested. The Employer shall, within seven (7) calendar days of such action, notify the employee, in writing, of the discipline awarded, with a copy to the President of C.U.P.E Local 1287.
- 9.02 A claim by an employee that they have been discharged or disciplined without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the CAO within five (5) working days after the discharge or discipline, or within five (5) working days after the Union has been notified, whichever is the later. In all such cases the grievance procedure shall be deemed to have commenced at Step 3.
- 9.03 If the grievance is not resolved by the parties, it shall proceed to Arbitration in accordance with the provisions of Clause 8.04, Step 3, of the Agreement.
- 9.04 Any disciplinary notation or warning in writing shall be deemed removed from an employee's record after a period of twenty-four (24) months in which they have not received any disciplinary action.
- 9.05 All cases of discipline or discharge involving an employee must conform to the procedures set out in the Employers Progressive Discipline Policy so far as such procedures do not conflict with the provisions of this agreement.

ARTICLE 10 – SENIORITY

- 10.01 (a) A regular employee shall be placed on a seniority list after a probationary period of four hundred and eighty (480) hours of active employment in any twelve (12) month period. Upon successful completion of the probationary period, seniority shall date from the first day worked.
- (b) Until a regular employee is so placed on the list, they shall be known as a probationary employee who may not grieve regarding discharge or lay-off provided that, at the request of the Union, such discharge or lay-off will be discussed at a meeting provided for in Section 6.03.
- 10.02 (a) The Employer shall prepare a Seniority List.
- (b) (i) A regular employee shall be an employee which the Employer expects will work the year round or has worked seven (7) consecutive months, but the use of the word "regular" shall not mean a guarantee of year-round employment.

- (ii) A Temporary employee shall be an employee who is not a regular employee who shall not accrue seniority but will be placed on the Temporary Employees Service List for purposes of Article 2.08.
- (c) The Employer shall post a copy of this list and deliver a copy to the Union. This list shall be brought up to date as of May 15th and November 15th of each year and a copy shall be posted and a copy delivered to the Union. At any time during working hours, up-to-date seniority information shall be available to the Union President or their representative. Such lists shall show each employee's classification.

10.03 Seniority and employment shall be terminated for any of the following reasons:

- (1) If any employee quits;
- (2) After twenty-four (24) consecutive months of lay-off;
- (3) If any employee is discharged and the discharge is not reversed through the Grievance procedure;
- (4) If an employee has been absent for five (5) consecutive working days without having been granted a leave of absence in accordance with Article 12;
- (5) If an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address on the Employer's records, to report for work and does not give a satisfactory reason;
- (6) If an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave, or provide a reason satisfactory to the Employer for the overstaying of such leave.

10.04 In promotions, demotions and transfers, the following factors shall be considered:

- (a) length of continuous service;
- (b) knowledge, efficiency and ability to do the work of the job;
- (c) physical ability to perform the duties of the position;

And when factors (b) and (c) are relatively equal, factor (a) shall govern.

10.05 Employees shall work on jobs assigned to them by the Employer from time to time, provided that the procedure to make permanent transfers shall, subject to 10.04, be as follows:

- (a) vacancies which the Employer intends to fill shall be posted for a period of five (5) working days. If no suitable candidate applies, the job may be filled by the Employer from among other employees, or by new hirings.
- (b) The posting shall show the position vacant, the requirements of the job, the location of the job and the wage rate applicable to the job.

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- (c) An employee may apply for a posted job through the Public Works Manager (for Public Works, Recreation and Arena employees) or their immediate non-union Supervisor (for the Office employees) setting out in detail the qualifications for the job. Upon the filling of a posted job, the Employer shall post the name and the seniority status of the successful applicant. Any employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why they did not get the job. Any such request shall be made through the Public Works Manager or immediate non-union Supervisor within five (5) working days of the filling of the vacancy and the answer shall be given within three (3) working days of the receipt of the request.
 - (d) The Employer shall be free to temporarily fill a vacancy immediately if it sees fit and no grievance may be filed under this Section 10.05 until the time for an answer under the Section 10.05(c) has expired.
 - (e) In this Section 10.05, vacancies shall mean those of long term nature such as arise through terminations, new jobs or extended illnesses, etc., which the Employer intends to fill, and shall include such vacancy resulting from the filling of a posted vacancy, but no subsequent vacancies arising from the original vacancy, however,
 - (i) a vacancy known to be of specifically limited duration, will be filled in the manner deemed best by the Employer while giving due consideration to employees who have indicated previously their interest in the position; but if the job ceases to be of limited duration, it shall then be posted; and further,
 - (ii) persons with seniority rights to recall, on lay-off from the classification to be filled and qualified for the job in question, shall be recalled before the vacancy is posted.
 - (f)
 - (i) The Employer shall give the Union notice in writing of a decision to postpone filling, or not to fill a vacancy, as soon as such decision is made. If the vacancy has been posted, such notice shall be given not later than ten (10) working days after the end of the posting period.
 - (ii) If postponement is due to inability to obtain a suitable employee from job posting, the Employer may consider subsequent application from employees who did not apply under job posting, but the provisions of job posting shall not apply to such applications.
 - (iii) If postponement is for a definite period of time, the job will be posted in the regular way when the vacancy is to be filled.
 - (g) An employee accepted for a posted job shall be subject to a trial period of sixty (60) working days. If their performance is unsatisfactory to the employer during this period, they shall revert to their former position and rate.
 - (h) An employee who accepts a temporary position outside of the bargaining unit subsequent to signing of this agreement for reasons other than replacing a person who is absent due to illness, as defined in Articles 21 and 22, shall have

such temporary assignment limited to a period not to exceed one (1) year unless mutually agreed otherwise by the parties. The employee shall return to their former permanent position upon completion of the temporary assignment and shall retain their seniority without any further accumulation from the time they worked outside the bargaining unit.

- 10.06 (a) No employee shall be promoted to a permanent position outside of the bargaining unit without their consent. If an employee is promoted to a permanent position outside of the bargaining unit, subsequent to the signing of this Agreement, they shall retain seniority without further accumulation from the time they commenced work outside of the bargaining unit, which shall not exceed twenty-four (24) months, unless mutually agreed otherwise by the Parties. Upon written notice stating the employee wishes to return to the bargaining unit, such an employee shall return to their former permanent position, if it still exists, or be permitted to exercise their seniority rights and return to the bargaining unit to a position for which they have the necessary qualifications.
- (b) An employee who accepts a temporary posted position outside of the bargaining unit subsequent to the signing of this Agreement for reason other than replacing a person who is absent due to illness, as defined in Article 22, shall have such temporary assignment limited to a period not to exceed twenty-four (24) months unless mutually agreed otherwise by the Parties. The employee shall return to their former permanent position upon completion of the temporary assignment and shall retain seniority without further accumulation from the time they worked outside of the bargaining unit.
- 10.07 A layoff shall be defined as a reduction in the workforce which causes an employee to become surplus to the employer's requirements. In the event of a layoff, employees shall be laid off in the reverse order of seniority within the position as set out in Schedule A, in which the surplus to requirements occurs. An employee about to be laid off may bump any employee with less seniority, providing the employee who is exercising the right is qualified to perform the work of the employee with less seniority. When work becomes available, such employees shall be recalled in the order of their seniority provided that they possess the necessary qualifications for such work.

ARTICLE 11 – TRANSFERS

- 11.01 (a) A PERMANENT TRANSFER is where an employee is required to be reclassified to a different job as a result of
- (i) Job Posting; or
 - (ii) A reduction in the work force.
- (b) A TEMPORARY TRANSFER is a job transfer other than a Permanent Transfer, where an employee is required to be re-classified to a different job as above; and following which they expect to return to their regular job with which they are still classified.
- 11.02 An employee who is temporarily transferred or performs the principal duties of a higher paid position for more than one (1) hour shall then receive the rate for the job which is

consistent with the employee's service with the Corporation. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced, provided that such assignment is not classed as a demotion.

- 11.03 Payment for permanent transfers as a result of either a reduction in work force or a job posting will be according to the normal rate for that classification which is consistent with the employee's service with the Employer. If and when a qualified employee reverts to one of their previous classifications, payment will be according to the normal rate for that classification which is consistent with the employee's service with the Corporation.

ARTICLE 12 – LEAVE OF ABSENCE – VARIOUS

- 12.01 Bereavement Leave: Leave of absence shall be granted for attendance at the funeral and for bereavement purposes as follows:

5 days – Death of spouse, son, daughter, brother, sister, parent, step-parent

3 days – Death of mother/father-in-law, guardian, grandparents, grandchild.

If any day where leave is required is a day normally required to be worked by the employee, they shall be paid for such a day.

- 12.02 Leave for attendance at the funeral shall be granted as follows:

2 days – Death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law.

At the sole discretion of the Corporation, an employee shall be granted four (4) hours paid leave and up to four (4) hours unpaid leave to actively participate in a funeral service.

- 12.03 An employee who can show proof of death of their spouse, child, father or mother, but because of distance or any other reason is unable to attend the funeral, shall be granted one day's leave of absence with pay.
- 12.04 The Unit Vice-President of CUPE Local 1287 or their representative shall be allowed up to two (2) hours with pay to attend the funeral of an employee covered by this Agreement.
- 12.05 Upon written request, leave of absence without pay and without loss of seniority shall be granted in accordance with the *Employment Standards Act*. The employee returning to work after maternity leave shall provide the Corporation with at least two weeks notice. On return from maternity leave, the employee will be placed in their former position. In the event that an employee does not return to work from a maternity leave, employees who are filling vacancies caused by the maternity leave shall have their preference as to whether they maintain their position or return to their former position.
- 12.06 Parental leave shall be in accordance with the *Employment Standards Act*.

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- 12.07 An adoptive parent will be granted adoption leave without pay and without loss of seniority for a period not to exceed thirty-five (35) weeks commencing from the date of the placement of the adopted child. The employee will provide written notice of intention to adopt which shall be given to the Corporation at least three (3) months in advance, recognizing that the date of the placement may not be known until immediately before the placement date.
- 12.08 Employees shall be entitled to three (3) consecutive hours off 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.
- 12.09 **Veterans:** When an employee is absent when called by the Canadian Pension Commission or when directed to report to a military hospital for observation, examination, or treatment, in connection with a disability sustained as a result of military service, the Corporation shall continue to pay the employee's normal salary or wage for such period of absence less any allowance or gratuity other than for transportation and meals received by the employee from the Department of Veterans' Affairs. Employees shall be required to present a Veterans' Affairs chit for the amount of time detained.
- 12.10 **Jury Duty:** The Corporation shall grant leave of absence with continuation of seniority to an employee who serves as a juror or witness in any court. The Corporation shall pay such an employee the difference between their normal earnings and the payment they receive for jury services or court witness, excluding payment for travelling, meals or other expenses will not be covered. The employee will present proof of service and the amount of pay received.
- 12.11 When it is necessary to write an examination following completion of a course of study approved through the Corporation's Training and Development Policy, time off without loss of pay or seniority will be granted, sufficient to write such an examination. Travel or other expenses will not be covered.
- 12.12 When leave of absence is required to write an examination following completion of a course not previously approved through the Training and Development Policy, the employee concerned may apply in writing to their non-union Supervisor. Such leave of absence with or without pay and without loss of seniority will be granted if, in the judgement of the Corporation, the course of study is appropriate. Refer to Schedule "A" of By-law 89-45 and amendments thereto.
- 12.13 The Corporation will grant leaves of absence without pay and without loss of seniority provided such leaves are for good and sufficient reason and can be granted consistent with the requirements of the Corporation. Requests shall be made in writing and shall be submitted to the Department Head in advance of the commencement of the leave, unless the circumstances make it impossible to do so, in which case, the employee shall report the reason for their absence as soon as possible. Replies shall be in writing and shall include the reason if the request cannot be granted.
- 12.14 **Union Leave:** Upon receipt of one month's notice in writing, the Corporation shall grant leave of absence without pay and without loss of seniority to an employee who is elected or selected for a full or part-time position with C.U.P.E., the Ontario Federation of Labour

or the Canadian Labour Congress, for a period of up to two (2) years. Such leaves shall be limited to a maximum of one (1) employee. The employee shall be entitled to return to their former position at the expiration of the period or to another position in accordance with their ability and seniority, if their former position is not available.

- 12.15 **Union Affairs:** Upon written application, employees elected or appointed to attend conferences and conventions or to conduct the Union's affairs shall be granted leave of absence without pay for the same, provided such leaves can be granted consistent with the requirements of the Corporation. "Such leaves shall not be unreasonably withheld." No more than two (2) employees may be absent at any one time and such leaves without pay shall not total more than twenty-five (25) shifts in the year excluding traveling time. The Corporation will continue to pay the employee's salary and benefits and invoice the Union for the same.
- 12.16 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 forty-eight (48) hours before their intended return.
- 12.17 An employee shall be allowed the necessary time off with pay for a court appearance to process their Canadian citizenship application.
- 12.18 No employee shall be entitled to paid holidays, sick leave benefits or other employee benefits during any leave of absence authorized under Article 12.05, 12.06, 12.07, 12.12, 12.13, 12.14, unless the employee requests to pay same.

ARTICLE 13 – BULLETIN BOARDS

- 13.01 The Employer will provide bulletin boards for the posting of notices pertaining to Union matters such as notices of meetings and other general matters. All acceptable notices to be approved by the Employer before posting. It is agreed that bulletin boards for such Union business shall be provided in all buildings where members of the Bargaining Unit are regularly located.
- 13.02 On the Friday afternoon prior to the Monday Council/Committee meetings the Employer agrees to provide the Unit Vice-President with one (1) complete copy of the Council and Committee agendas. Copies of the Council/Committee minutes will also be supplied to the Unit Vice-President as part of the agenda packages. Any such information provided will not include any confidential matters considered or to be considered by the Council/Committee.

ARTICLE 14 – WAGES

- 14.01 The Employer agrees to pay and the Union agrees to accept the wage rates set out in Schedule "A" attached to and forming part of this Agreement.
- 14.02 If the Employer discontinues a position or changes the job requirements of a position or establishes a new position, the Employer shall set any new rate and shall notify the Union in writing of the particulars, in accordance with JJEC.

- 14.03 The employer agrees to pay every second week by 4:30 p.m. on Thursday except where Thursday is a holiday in which case payday will be the working day preceding such holiday.
- 14.04 The principle of equal pay for equal work shall apply regardless of sex.
- 14.05 The Corporation shall pay fees for any employee who is required by the Corporation to be a member of an association or other organization.
- 14.06 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 annually by the Niagara Regional Council based on the Canadian Automobile Association (Niagara costing) formula which includes Third Party Liability of \$1,000,000 and full business use classification insurance.

All mileage shall be approved by the non-union supervisor designated and submitted to the Finance Department for payment each month.

ARTICLE 15 – HOURS OF WORK

- 15.01 (a) The regular hours of work shall be forty (40) hours per week for a full-time Public Works, Recreation and Arena employee.
- (b) The regular hours of work shall be seven (7) hours per day and thirty-five (35) hours per week for a full-time Office or Clerical employee.
- 15.02 The regular starting and stopping time for an employee shall be as follows:

PUBLIC WORKS DEPARTMENT	
Roads Section	8:00 a.m. – 4:00 p.m. (includes 20 minute paid lunch)
Water & Wastewater	8:00 a.m. – 4:00 p.m. (includes 20 minute paid lunch)
Office & Clerical	9:00 a.m. to 4:00 p.m. (includes 20 minute paid lunch)
NON-PUBLIC WORKS OFFICE AND CLERICAL	
Office & Clerical	9:00 a.m. to 4:30 p.m. (1/2 hour unpaid lunch break)
ARENA EMPLOYEES	
Arena	Summer: 8:00 a.m. – 4:00 p.m. (includes 20 minute paid lunch) Winter: as scheduled

Summer Shift Schedule

Subject to approval of the Public Works Manager, the following schedule may be implemented:

Summer Shift Schedule – Public Works – Roads Section

The summer shift work day shall be ten (10) hours and shall include a paid twenty (20) minute lunch break at the work site, with two (2) fifteen (15) minute rest periods. The summer shift work week shall be four (4) consecutive days of ten (10) hours per day. The employees will be working a Monday to Thursday shift schedule during summer hours. Summer schedule to be implemented with 2 weeks notice and terminated with 2 weeks notice and not to run less than eight (8) weeks or more than an 18 week period. This schedule shall include the months of July and August.

The format of the ten (10) hour compressed work week schedule recognizes that paid holidays, sick leave days, vacations and seniority are calculated on the basis of an eight (8) hour day, forty (40) hours work week, i.e.

1 – 10 hours sick day = 1.25 day sick leave reduction (or 10 hours)

1 – 10 hour vacation day = 1.25 days vacation leave reduction (or 10 hours)

1 – 10 hour lieu day = 1.25 days reduction in lieu bank (10 hours)

1 – 10 hour work day = 1.25 days seniority

- 15.03 (a) SHIFT PREMIUMS: If regular afternoon or night shifts are established, an employee who is required to work such a shift shall be paid a premium of:
- (i) Effective upon ratification, ninety cents (\$.90) per hour for each hour worked on a shift starting between 11:00 a.m. and 4:00 a.m.
 - (ii) Effective April 1, 2009, one dollar (\$1.00) per hour for each hour worked on a shift starting between 11:00 a.m. and 4:00 a.m.
 - (iii) Effective April 1, 2010, one dollar and fifteen cents (\$1.15) per hour for each hour worked on a shift starting between 11:00 a.m. and 4:00 a.m.
- (b) Shift premiums shall be paid as straight rate per hour for all such hours worked in Section 15.03 (a), but shall not be included when calculating premium pay for over-time hours worked or for pay on holidays with pay, or for other special benefits in this Agreement, but shall be included in “earnings” for the calculations of pay for vacations.
- (c) An additional thirty (\$.30) cents per hour to be paid to an employee operating a grader when ploughing snow using normal plough and wing in combination. An additional thirty (\$.30) cents per hour to be paid to an employee operating a tar sprayer.

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- 15.04 The Employer does not guarantee the regular or other hours of work as specified in this section, but before any change is made in regular schedule or the regular stopping and starting times for a shift or new and different shifts are established, there will be two (2) weeks prior notice to and discussion with the Union.
- 15.05 An individual employee shall be given twenty-four (24) hours notice before a change in their regular hours. The notice provisions of paragraph 15.03 of this agreement shall prevail when the majority of employees in a shift are to be informed of a change in regular hours of work.
- 15.06 The Employer shall provide at least sixteen (16) hours rest between shifts which are being changed. Failure to provide such notice shall result in the payment of overtime at established rates for any hours worked during such normal rest period.
- 15.07 All employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes both in the first and the second half of a shift and such coffee break or rest period will be taken at the job site.
- 15.08 For the purposes of section 17(1)(a) of the *Employment Standards Act*, the regular hours of work are 7/8/10/12 hours per day. However, this is not to be considered a guarantee of hours.

ARTICLE 16 – OVERTIME

- 16.01 (a) An employee who is required to work in excess of the normal work day and/or the normal work week in effect at the time, shall be paid at the rate of overtime at time-and-one-half (1.5).
- (b) An employee who is required to work overtime on a Sunday shall be paid double time for all hours worked on Sunday, if Sunday is not part of their normal scheduled work week.
- 16.02 No employee will be allowed or required to work more than thirteen (13) consecutive hours in any twenty-four hour period, or more than sixty (60) hours in any work week, save and except when providing service due to emergency situations.
- 16.03 Overtime premiums shall not be pyramided under this Agreement.
- 16.04 Overtime to be shared as equally as practicable among employees willing and qualified to perform the work of the job.
- 16.05 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time requested by the employee and agreed to by the Employer and such time off shall be limited to a maximum of two (2) weeks or eighty (80) regular hours and such time off shall be used by December 31st in the year of which it is accumulated or shall be paid in cash by the said December 31st. It is further understood by the parties that any time relating to a statutory holiday shall not be part of the (2) weeks or eighty (80) regular hours as stated above but shall be “banked” separately and if the employee chooses to receive time off at the appropriate overtime rate at a time mutually agreed upon, such time off shall be used by December 31st in the year of which it is accumulated or shall be paid in cash by the said December 31st.

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- 16.06 In accordance with section 17(2) of the *Employment Standards Act*, the Union consents to employees working in excess of 48 hours per week, to a maximum of 60 hours per week, subject to the overtime provisions in article 16 of the collective agreement.
- 16.07 In accordance with section 18(3) of the *Employment Standards Act*, the Union consents to employees working in excess of the regular 7/8/10/12 hours per day, to a maximum of 13 hours per day, whether on a single shift or successive shifts, subject to the overtime provisions in article 16 of the collective agreement and subject to the *Employment Standards Act* requirement that employees have a minimum 8 hours free from work when 13 hours per day have been worked.
- 16.08 In accordance with section 19 of the *Employment Standards Act*, the 13 hours per day and 60 hours per week maximums provided in paragraphs 16.06 and 16.07 above may be waived in emergency or unforeseen circumstances. The parties agree to use reasonable judgement when interpreting section 19 of the *Employment Standards Act*.

ARTICLE 17 – STAND-BY PAY

- 17.01 An employee, who is called in outside their standard hours, other than for scheduled overtime work, shall be paid either a minimum of four and a half (4 1/2) hours at straight-time rates or at their applicable overtime rate for the time worked on the call-in, whichever is greater.
- 17.02 (a) Stand-by that is scheduled shall be offered to Employees in seniority order. Such Employees shall be provided a cell phone and may be provided a vehicle by the Employer, and must report safely on site within fifteen (15) minutes of being contacted by the Employer.
- (b) Where stand-by is regularly scheduled, it shall be scheduled annually and posted monthly. Stand-by shall be distributed as equitably as possible among employees.
- (c) An Employee who is scheduled for stand-by shall be entitled to receive two (2) hours of pay at the employee's 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) 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.

- (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 16.01 for all hours actually worked.**
- (g) Where an Employee is scheduled for stand-by they may trade their scheduled stand-by with another Employee. All trades shall be approved by the Employer and all approvals shall not be unreasonably withheld.
- (h) No overtime shall be earned for phone calls etc. which do not require the individual to physically respond to work.

ARTICLE 18 – EMPLOYMENT AS AFFECTED BY CONTRACTING-OUT

- 18.01 Without restricting its right to determine the method by which municipal services are to be provided, the Employer agrees that if the introduction of new equipment, the contracting out of services, the planned cessation of operations, or local government re-organization resulting from a decision of the Employer makes it necessary to displace employees with more than two years' seniority as at the date of lay-off, no such employee shall be laid off or have their employment terminated, unless they cannot be employed satisfactorily either through the normal exercise of seniority or after reasonable on-the-job training for vacancy that arises in the unit during the period of notice. The period of notice under any of the forgoing circumstances shall be a minimum of six (6) months. Should termination occur under this Section, a severance allowance shall be paid in an amount which, when taken together with any sick leave gratuity due, shall equal two (2) weeks salary for each completed year of active employment to a maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.
- 18.02 In the event that the Corporation contemplates the contracting out of any services normally provided by members of the Bargaining Unit and which could possible result in lay-off of permanent employees, the Corporation shall provide the Union with sixty (60) days advance notice and agrees to enter into discussions with the Union.
- 18.03 In the event that the Corporation should introduce new methods or machines, "previously" approved training or study courses will be arranged where practicable. The Corporation shall reimburse each employee who successfully concludes any such required training or study course or the cost of tuition and textbooks.

ARTICLE 19 – VACATIONS

- 19.01 (i) All full-time employees covered by this Agreement shall receive vacation and vacation pay on the following basis:

LENGTH OF SERVICE AS OF JANUARY 1 OF THE VACATION YEAR	VACATION TIME OFF	PAY AS A PERCENTAGE OF EARNINGS IN YEAR ENDING DECEMBER
Under 1 Year	1 day for each full month of service to a maximum	4%

	of 10 days	
1 Year but less than 3 Years	2 weeks	4%
3 Years but less than 8 Years	3 weeks	6%
8 Years but less than 15 Years	4 weeks	8%
15 years or more	5 weeks	10%
25 years or more	6 weeks	12%
28 years or more	1 day for each full year of service beyond 28	

No employee's current vacation entitlement will be reduced due to the change in the vacation year.

- (ii) Part-time and temporary employees of the Corporation who are permanently transferred to a regular full-time position in the bargaining unit will have their length of service calculated at the time of transfer on the basis of 1820 hours equals one (1) year of service. Thereafter, service will be as at January 1 of each year.

- 19.02 Vacation weeks shall be taken within the year immediately following the year during which the vacation weeks were earned. All vacation weeks and vacation pay shall be based on a year that commences on January 1st and ends December 31st.
- 19.03 There shall be a general shutdown of operations in the Roads Department for vacation purposes two (2) weeks in each year. There will be a one week shutdown in the month of July and a one week shutdown in the month of October unless otherwise agreed between the Union and the employer.
- 19.04 Lists calling for vacation preferences by employees with more than one (1) week's vacation shall be posted by March 1st and these lists shall be taken down March 15th and the approved list shall be posted on April 1st.
- 19.05 Vacation times shall be set by the employer who shall take into consideration the wishes of the employees, on the basis of seniority. An employee may not take more than two (2) weeks consecutive vacation at any one time without approval of the designated department head.
- 19.06 The Employer may approve Sick Leave to be substituted for vacation where it is satisfied that an employee has become incapacitated by sickness or accident while on vacation.
- 19.07 The vacation pay to which a deceased employee was entitled at the time of their death shall be paid to their estate.
- 19.08 Temporary employees shall be entitled to vacation pay in accordance with the requirements of the *Employment Standards Act*.
- 19.09 Any unearned vacation taken prior to leaving the employment of the Corporation shall be deducted from the last pay cheque of the employee.

19.10 Up to one week of an employee's annual vacation may be accumulated for use in the following vacation year if prior approval has been obtained from the employee's Supervisor.

ARTICLE 20 – PAID HOLIDAYS

20.01 Each employee shall be entitled to a holiday with pay on each of the following days, or on a day declared in lieu thereof, or shall receive the equivalent of their regular day's or on a day declared in lieu thereof, or shall receive the equivalent of their regular day's pay therefore, at the discretion of their immediate Supervisor, provided:

- (a) they work their scheduled working days next preceding or next following the holiday unless excused in writing by their Supervisor; and
- (b) they work in the week in which the holiday is observed:

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

and where a paid holiday falls on a Saturday or Sunday, it will be observed on the Monday immediately following.

- (c) In lieu of Remembrance Day, each employee shall be given one (1) paid holiday each year to be taken at their discretion subject to the same procedures that apply to vacation time scheduling in paragraph 19.05.

Subject to approval of their Supervisor, an employee may be allowed time off work without pay to a maximum of two (2) hours to attend a Remembrance Day service whenever November 11th falls on a normal working day.

- 20.02 (a) An employee who is scheduled to work on a day of observance of one of the paid holidays, and who does work, shall receive in addition to the pay provided in Section 20.01, their wage rate plus one-half for all hours worked on the Paid Holiday.
- (b) An employee who is not scheduled to work on the day of observance of one of the said holidays but who is called into work, shall receive in addition to the pay provided in Section 20.01, twice their wage rate for all hours worked on the said holiday.

20.03 If a paid Holiday is observed during an employee's vacation, such employee shall either be given another day's vacation with pay or wages in lieu thereof.

ARTICLE 21 – GENERAL BENEFIT PROGRAM

21.01 In addition to statutory benefits and the Ontario Health Insurance Plan, the employer shall pay benefits for each employee who has attained seniority as a regular full time

employee in accordance with the schedule of benefits as agreed upon between the Union and the Employer (Schedule D).

- 21.02 With the exception of employees on long term disability on or before April 1st, 1996, an employee on authorized leave of absence due to illness may continue to be eligible for the general welfare program with the exception of health care and dental benefits, provided medical reports are received quarterly from the employee's physician, on a basis satisfactory to the Employer. Health care and dental benefits shall be extended to employees on leave of absence due to illness for the first 24 months of such leave after which the Employer shall pay the employee's Health Care and Dental costs to a maximum of \$3,000.00 per year.
- 21.03 An employee on leave of absence due to personal reason may continue under the General Benefit Program by paying the total monthly cost to the Employer by the fifteenth day of each month if so arranged in advance with the Employer.
- 21.04 A person laid off or terminated shall cease to qualify for the above benefits at the end of the calendar month in which they are laid off or terminated, however, where lay-off is of a temporary nature, the person laid off may continue under the program by paying the total cost to the Employer by the fifteenth day of each month of so arranged with the Employer.
- 21.05 Should the employer elect to change benefit carriers, the level of benefits must be comparable to current benefit levels.

ARTICLE 22 – SICK LEAVE PLAN

- 22.01 The parties agree to the self-insured short term disability/sick leave plan attached as Schedule B to this Agreement.

ARTICLE 23 – PENSIONS

- 23.01 The employer and each regular full-time employee shall subscribe as required by and to the following pension plans:
- (1) Ontario Municipal Employee's Retirement System
 - (2) Canada Pension Plan

ARTICLE 24 – SAFETY, HEALTH AND SANITATION

- 24.01 The Corporation acknowledges its responsibility to observe all reasonable precautions for the safety, health and sanitation of its employees during working hours, as required by the Joint Occupational Health and Safety Committee guidelines in conjunction with the Health and Safety Act and shall supply such equipment and training as necessary for this purpose.

The Union acknowledges its responsibility and that of its members to cooperate in the maintenance of safe working practices and conditions and in the observances of rules in this regard.

- 24.02 The Employer shall supply rubber gloves, safety goggles, aprons, rubber boots, gloves, overalls, vests, hard hats and hearing protection where necessary.
- 24.03 Upon proof of purchase, the employer shall reimburse the cost of CSA (Canadian Standards Association) approved safety footwear to a maximum of one hundred and seventy five dollars (\$175.00) once per year to an employee who is required to wear such footwear. Safety footwear should ensure OHMS rated steel shank/steel toe.
- 24.04 The Employer shall pay a two hundred dollar (\$200.00) yearly allowance to Public Works Department outside workers for the purchase of safety overalls/coveralls and a one hundred and fifty dollar (\$150.00) yearly clothing allowance to office and clerical workers.
- 24.05 The Union shall be notified immediately of each accident or injury requiring a Workplace Safety & Insurance Board report. The form of notification shall be in accordance with legislative requirements.
- 24.06 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.
- 24.07 Transportation to and from the nearest physician or hospital for employees requiring medical care as a result of an accident *at work* shall be at the expense of the Employer.
- 24.08 The Employer shall provide UV rated safety sunglasses to employees who work outside as a daily requirement of their job. Each Employee entitled to receive sunglasses in accordance with this paragraph shall receive them on an as needed basis at the Employer's expense to a maximum of 5 pairs per entitled Employee per calendar year. The determination of what constitutes as needed and appropriate sunglasses to meet the requirements of this paragraph shall be solely at the Employer's discretion.

ARTICLE 25 - AMALGAMATION

- 25.01 Should the Township of West Lincoln 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 Township of West Lincoln who thus becomes an employee of such other Municipal Employer.

ARTICLE 26 – NOTICES

26.01 It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number.

26.02 Notice to a party to this agreement shall be addressed to:

(a) in the case of the Employer –

The Clerk, Township of West Lincoln
P.O. Box 400
Smithville, ON
LOR 2A0

(b) in the case of the Union –

CUPE Local 1287
133 Front Street North, Unit #6
Thorold, Ontario L2V 1X6

with a copy to:

Canadian Union of Public Employees
Two Westport Centre
110B Hanover Drive, Suite 103
St. Catharines, ON L2W 1A4

ARTICLE 27 – DURATION, EFFECTIVE DATES AND TERMINATION

27.01 This Agreement shall become effective April 1, 2008 and such agreement shall remain in effect until and including March 31, 2012 and thereafter shall continue in effect from year to year, unless not more than ninety (90) days or less than sixty (60) days prior to March 31, 2012, or any anniversary of such date, either party gives written notice to the other party that it desires revision, modification or termination thereof.

27.02 In the event of notice being given, negotiations shall begin within the fifteen (15) days following receipt of notification.

27.03 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

ARTICLE 28 – GENERAL

28.01 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.

28.02 Payment of retroactive wages will be made to all employees on staff as of April 1, 2008.

28.03 Training and Development

Training and Development will be provided to all employees as per the approved policy under By-law 89-45 (as amended from time to time) dated May 1, 1989.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives at the Township of West Lincoln, in the province of Ontario this _____ day of _____, 2008.

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

TOWNSHIP OF WEST LINCOLN

SCHEDULE "A" – WAGES
Township of West Lincoln
Salary Administration Schedule
Internal Equity Plan

Effective April 1, 2008 to March 31, 2009

Position	Band	Start Rate of 60 working days	Step 1 60 working days to 1 Year	Step 2 After 1 Year	Step 3 After 2 Years
Receptionist/Secretary	1	\$18.62	\$18.86		
Mechanic Helper	2	\$19.48	\$19.71		
Operator in Training	3	\$20.35	\$20.58		
Planning Secretary	3	\$20.35	\$20.58		
Facilities Person	3	\$20.35	\$20.58		
Arena/Parks Operator	4	\$21.21	\$21.44		
Public Works Clerk	4	\$21.21	\$21.44		
Building Secretary	4	\$21.21	\$21.44		
Accounts Receivable/Payable/Tax Clerk	4	\$21.21	\$21.44		
Accounting Clerk/General Secretary	5	\$21.84	\$22.06	\$22.31	
Accounting Clerk/Payroll	5	\$21.84	\$22.06	\$22.31	
Truck Driver	6	\$22.69	\$22.93	\$23.18	
Grader Operator	6	\$22.69	\$22.93	\$23.18	
Planning Technician/SecTreasurer COA	7	\$23.56	\$23.78	\$24.03	
Water & Sewer Operator	7	\$23.56	\$23.78	\$24.03	
Backhoe Operator	7	\$23.56	\$23.78	\$24.03	
Temporary Leadhand	7	\$23.56	\$23.78	\$24.03	
	8	\$24.41	\$24.67	\$24.87	
Equipment Mechanic	9	\$25.05	\$25.27	\$25.52	\$25.75
	10	\$25.89	\$26.13	\$26.37	\$26.64
Building Inspector/By-law Enforcement	11	\$26.78	\$27.00	\$27.25	\$27.50

Schedule "A" – Wages (Cont'd)

**Township of West Lincoln
 Salary Administration Schedule
 Internal Equity Plan**

Effective April 1, 2009 to March 31, 2010

Position	Band	Start Rate of 60 working days	Step 1 60 working days to 1 Year	Step 2 After 1 Year	Step 3 After 2 Years
Receptionist/Secretary	1	\$19.18	\$19.43		
Mechanic Helper	2	\$20.06	\$20.30		
Operator in Training	3	\$20.96	\$21.20		
Planning Secretary	3	\$20.96	\$21.20		
Facilities Person	3	\$20.96	\$21.20		
Arena/Parks Operator	4	\$21.85	\$22.08		
Public Works Clerk	4	\$21.85	\$22.08		
Building Secretary	4	\$21.85	\$22.08		
Accounts Receivable/Payable/Tax Clerk	4	\$21.85	\$22.08		
Accounting Clerk/General Secretary	5	\$22.50	\$22.72	\$22.98	
Accounting Clerk/Payroll	5	\$22.50	\$22.72	\$22.98	
Truck Driver	6	\$23.37	\$23.62	\$23.88	
Grader Operator	6	\$23.37	\$23.62	\$23.88	
Planning Technician/SecTreasurer COA	7	\$24.27	\$24.49	\$24.75	
Water & Sewer Operator	7	\$24.27	\$24.49	\$24.75	
Backhoe Operator	7	\$24.27	\$24.49	\$24.75	
Temporary Leadhand	7	\$24.27	\$24.49	\$24.75	
	8	\$25.14	\$25.41	\$25.62	
Equipment Mechanic	9	\$25.80	\$26.03	\$26.29	\$26.52
	10	\$26.67	\$26.91	\$27.16	\$27.44
Building Inspector/By-law Enforcement	11	\$27.58	\$27.81	\$28.07	\$28.33

Schedule "A" – Wages (Cont'd)

**Township of West Lincoln
 Salary Administration Schedule
 Internal Equity Plan**

Effective April 1, 2010 to March 31, 2011

Position	Band	Start Rate of 60 working days	Step 1 60 working days to 1 Year	Step 2 After 1 Year	Step 3 After 2 Years
Receptionist/Secretary	1	\$19.76	\$20.01		
Mechanic Helper	2	\$20.66	\$20.91		
Operator in Training	3	\$21.59	\$21.84		
Planning Secretary	3	\$21.59	\$21.84		
Facilities Person	3	\$21.59	\$21.84		
Arena/Parks Operator	4	\$22.51	\$22.74		
Public Works Clerk	4	\$22.51	\$22.74		
Building Secretary	4	\$22.51	\$22.74		
Accounts Receivable/Payable/Tax Clerk	4	\$22.51	\$22.74		
Accounting Clerk/General Secretary	5	\$23.18	\$23.40	\$23.67	
Accounting Clerk/Payroll	5	\$23.18	\$23.40	\$23.67	
Truck Driver	6	\$24.07	\$24.33	\$24.60	
Grader Operator	6	\$24.07	\$24.33	\$24.60	
Planning Technician/SecTreasurer COA	7	\$25.00	\$25.22	\$25.49	
Water & Sewer Operator	7	\$25.00	\$25.22	\$25.49	
Backhoe Operator	7	\$25.00	\$25.22	\$25.49	
Temporary Leadhand	7	\$25.00	\$25.22	\$25.49	
	8	\$25.89	\$26.17	\$26.39	
Equipment Mechanic	9	\$26.57	\$26.81	\$27.08	\$27.32
	10	\$27.47	\$27.72	\$27.97	\$28.26
Building Inspector/By-law Enforcement	11	\$28.41	\$28.64	\$28.91	\$29.18

Schedule "A" – Wages (Cont'd)

**Township of West Lincoln
 Salary Administration Schedule
 Internal Equity Plan**

Effective April 1, 2011 to March 31, 2012

Position	Band	Start Rate of 60 working days	Step 1 60 working days to 1 Year	Step 2 After 1 Year	Step 3 After 2 Years
Receptionist/Secretary	1	\$20.35	\$20.61		
Mechanic Helper	2	\$21.28	\$21.54		
Operator in Training	3	\$22.24	\$22.50		
Planning Secretary	3	\$22.24	\$22.50		
Facilities Person	3	\$22.24	\$22.50		
Arena/Parks Operator	4	\$23.19	\$23.42		
Public Works Clerk	4	\$23.19	\$23.42		
Building Secretary	4	\$23.19	\$23.42		
Accounts Receivable/Payable/Tax Clerk	4	\$23.19	\$23.42		
Accounting Clerk/General Secretary	5	\$23.88	\$24.10	\$24.38	
Accounting Clerk/Payroll	5	\$23.88	\$24.10	\$24.38	
Truck Driver	6	\$24.79	\$25.06	\$25.34	
Grader Operator	6	\$24.79	\$25.06	\$25.34	
Planning Technician/SecTreasurer COA	7	\$25.75	\$25.98	\$26.25	
Water & Sewer Operator	7	\$25.75	\$25.98	\$26.25	
Backhoe Operator	7	\$25.75	\$25.98	\$26.25	
Temporary Leadhand	7	\$25.75	\$25.98	\$26.25	
	8	\$26.67	\$26.96	\$27.18	
Equipment Mechanic	9	\$27.37	\$27.61	\$27.89	\$28.14
	10	\$28.29	\$28.55	\$28.81	\$29.11
Building Inspector/By-law Enforcement	11	\$29.26	\$29.50	\$29.78	\$30.06

SCHEDULE "B"

TOWNSHIP OF WEST LINCOLN

Self Insured Short Term Sick Leave Plan

1. The short term sick leave plan shall be based upon providing adequate protection for all employees to long term disability with higher levels of coverage for longer service employees upon the following basis:

SHORT TERM DISABILITY PLAN

LENGTH OF SERVICE	100% PAY	75% PAY
60 days	1 week	16 weeks
1 Year	2 weeks	15 weeks
2 Years	3 weeks	14 weeks
3 Years	4 weeks	13 weeks
4 Years	5 weeks	12 weeks
5 Years	6 weeks	11 weeks
6 Years	8 weeks	9 weeks
7 Years	10 weeks	7 weeks
8 Years	12 weeks	5 weeks
9 Years	14 weeks	3 weeks
10 Years +	17 weeks	--

2. Employees short term disability entitlements shall be updated annually to the full amount of 17 weeks at 100% or 75% of pay in accordance with established length of service.
3. Standard deductions shall be made for CPP, UIC, OMERS and LTD for employees on short term disability with such deductions based upon the employees standard wage rate.
4. No deductions shall be made from the employee's sick leave time for the first two hours of absence to attend medical or dental appointments. The Corporation may, to its satisfaction, require the Employee to produce verification of medical and/or dental appointments. The Corporation shall compensate the Employee for direct costs associated with obtaining verification from the doctor/dentist upon production of appropriate receipts.
5. An employee, who because of illness or injury, is unable to report for duty, shall give notice of such fact to the immediate non-union Supervisor or designated person, within thirty (30) minutes of their normal shift starting time, except when the circumstances make it impossible to so report. When unable to report as outlined above, the employee shall report the reason for their absence as soon as possible to their immediate non-union Supervisor. An employee who fails to report in accordance with this section shall be considered absent without leave and may be subject to discipline.

6. Short term sick leave absences in excess of seven (7) days per calendar year may not be paid by the Employer pending Employee verification of absences due to illness or injury in the same manner as per paragraphs 7 and 8 of this plan.
7. The corporation may require an employee to produce a certificate from a qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to illness or injury after the third consecutive day of absence. Should the employer request a certificate from a qualified medical practitioner, the employer shall pay any costs associated with the employee obtaining the certificate.
8. The Corporation may require an employee to produce a certificate from a qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to illness or injury after the first day of absence. Should the employer request a certificate from a qualified medical practitioner, the employer shall pay any costs associated with the employee obtaining the certificate.
9. An employee on Workers Compensation benefits shall not be eligible for short term disability benefits and shall not be able to top their Workers Compensation benefits from their frozen sick leave credits.
10. Absences separated by less than two weeks shall be considered as the same period of absences.

SCHEDULE "C"

GUIDELINES

FOR THE STRUCTURE AND FUNCTION

OF THE

JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

AS AGREED BETWEEN

THE TOWNSHIP OF WEST LINCOLN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1287

Schedule "C" (cont'd)

PREAMBLE

1. The Occupational Health and Safety Act requires the establishment of Joint Health and Safety Committees where twenty or more workers are regularly employed at a workplace and to hold Joint Committee meetings on a regular basis.
2. It is our firm belief that through joint education programs, joint investigations of problems, and joint resolution of those problems, the workplace will be made safe and healthy for all employees.
3. The parties acknowledge that the proper functioning of the Joint Health and Safety Committee can only be carried out where the representatives of the Employer and of the workers are committed to these responsibilities. To effect this, the undersigned undertake to make decisions that will be carried out by their respective organizations.
4. The parties hereto adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committee whenever and wherever possible.

FOR THE EMPLOYER

FOR THE UNION

CUPE Local 1287 (President)

Unit Chairperson

CUPE National Representative

Schedule "C" (Cont'd)

STRUCTURE OF THE JOINT HEALTH & SAFETY COMMITTEE

- 1.1 The Joint Health and Safety Committee (referred to as "the Joint Committee"), shall consist of four (4) members; 2 members selected by the employer and 2 members selected by the C.U.P.E. Local 1287. Alternate representatives of the work locations as set out in Appendix "A" so this Agreement may be allowed. However, they may only be used in emergency conditions and with the approval of the Co-chairpersons each party will supply a list of alternates.
- 1.2 The joint Committee shall meet on a regularly established schedule as follows: the second Thursday of each month at the Township Building commencing at 9:30 a.m. (Changes will be approved by the Co-chairpersons.)
- 1.3 There shall be two Co-chairpersons, one (1) from the employer and one (1) from the workers, appointed for a definite period (one year) who shall alternate the chair at meetings.
- 1.4 A Co-chairperson may, with the consent and approval of their counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

FUNCTION OF JOINT COMMITTEE

- 2.1 To attain the spirit of the Occupational Health and Safety Act, the functions of the Joint Committee shall be jointly:
 - (a) Identify, evaluate and recommend a resolution of all matters pertaining to health and safety in the workplace to appropriate senior management.
 - (b) Encourage, adequate education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act.
 - (c) Address matters related to Designated Substance Regulations and WHMIS where applicable.
 - (d) Deal with any health and safety matter that the Joint Committee deems appropriate.

INSPECTIONS

- 2.2 The members of the Joint Committee who represent workers shall designate a member of the Joint Committee or alternate to inspect the physical condition of the workplace, accompanied by a Management member of the Joint Committee, or alternative where possible, not more often than once a month. The workplace inspection shall be conducted separately during the week following the Joint Committee meeting.
- 2.3 All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form and signed by both members of the inspection team.
- 2.4 The workplace inspection form will be forwarded to the Joint Committee and to Senior Management within two days of the workplace inspection. Senior Management will inform the committee of the status of the outstanding items prior to the next Committee meeting.

RECOMMENDATIONS OF THE JOINT COMMITTEE

- 2.5 Senior Management will communicate in writing directly to the Co-chairpersons with regard to minuted recommendations of the Joint Committee by giving their assessment of the problem, and outlining who is responsible for resolving the matter, along with a time frame in which the matter will be resolved, in accordance with Article 6.3 of these guidelines.

ACCIDENTS AND ACCOMPANIMENT

- 2.6 The Joint Committee will designate members and alternates, if required, chosen by those they represent, to investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements prescribed in Section 25 and 26 of the Act and Sections 5 and 6 of the Regulations for Industrial Establishments are carried out.
- 2.7 The Joint Committee will designate two members and/or alternates if required, chosen by those they represent, to accompany the Ministry of Labour Inspector while carrying out Ministry inspection of the workplace.
- 2.8 The member of the Joint Committee representing workers shall designate a member and alternates, if required, to investigate work refusals. Department Head, immediate Supervisor, Co-ordinator of Health and Safety and Ministry of Labour will be informed in writing of the names of the worker(s) so designated.

MINUTES OF MEETINGS

- 3.1 The Employer will supply a secretary for the meeting to take minutes and be responsible for having the minutes typed, circulated and filed within one calendar week of the meeting, or as the Committee may from time to time instruct. Minutes of meetings will be reviewed, and edited where necessary, by the Co-chairpersons, then signed and circulated to all committee members and alternates and a copy forwarded to all Department Heads and posted at all locations. Agenda items will be identified by a reference number, and be readily available in a proper filing system. Names of Committee members, unless agreed to by the Committee, will not be used in the minutes except to record attendance.

QUORUM

- 4.1 The Joint Committee shall have a quorum of 50% members present in order to conduct business. One Co-chairperson must be present in order to conduct business. If a Co-chairperson is absent, the other Co-chairperson will chair the meeting. The number of employer members shall not be greater than the number of worker members.

PAYMENT FOR ATTENDANCE AT MEETING

- 5.1 All time spent in attendance at Committee meetings, inspections, or in activities relating to the function of the Joint Committee will be paid for at the member's current rate of pay for performing work, and the time spent is to be considered as time at work (the Collective Agreement shall apply where appropriate).

MEETING AGENDA

- 6.1 The Co-chairpersons will prepare an agenda which will include the time and place of the meeting and will also forward a copy of the agenda to all Committee members at least one week in advance of the meeting.
- 6.2 The Committee may accept any item as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the Collective Bargaining Agreement. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will be used.
- 6.3 All items that are resolved or unresolved will be reported in the minutes. Unresolved items will be minuted and placed on the agenda for the next meeting. If unresolved after two (2) meetings, item(s) may be referred to the Ministry of Labour by a Co-chairperson of the Committee.

GENERAL

- 7.1 All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the Committee.
- 7.2 Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.
- 7.3 Medical information will be kept confidential by all Committee members.
- 7.4 Any amendments, deletions or additions to these Guidelines must have the consensus of the total Committee and shall be set out in writing and attached as an Appendix to these Guidelines.

Signed at the Township of West Lincoln in Ontario, this ____ day of _____, 2008.

JOINT COMMITTEE MEMBERS

FOR THE EMPLOYER

FOR THE UNION

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADVISOR

SCHEDULE "D"
Schedule of Benefits

FOR EMPLOYEES

Life Insurance:

150% of basic annual earnings rounded to the next higher \$1,000.00 (maximum \$200,000.00)

Accidental Death & Dismemberment Insurance (AD &D):

150 % of basic annual earnings rounded to the next higher \$1,000.00 (maximum \$200,000.00).

Dependent Life Insurance:

Spouse	\$10,000.00
Child	\$ 5,000.00

Long Term Disability:

- * 75% of basic monthly earnings (Maximum \$2,500.00 per month)
 - Payments commence following a four month waiting period.
- * Amounts of long term disability are rounded to next higher \$1.00.

FOR EMPLOYEES & DEPENDANTS

Healthguard Insurance:

- 100% of Prescribed Drugs & Medicines
- Semi-Private or Private Hospital Accommodation
- Emergency out of country Travel Coverage
- Medical Service & Supplies as outlined in Employee Booklet

Visioncare Expense Insurance:

The maximum benefit for you or your spouse is \$350.00 during any two consecutive calendar years and \$300.00 for each dependent child during any one calendar year.

Basic Dental Insurance:

- Basic Dental Insurance as outlined in Employee Booklet
- \$25.00 Single/\$50.00 Family Deductible
- 9 month recall for adults and children over 12 years of age or older
- 100% Insured
- Previous year ODA Fee Schedule

Orthodontic & Restorative Coverage as Follows:

- Orthodontic Coverage \$2,500.00 Lifetime maximum 60/40 split
- Restorative Coverage \$2,000.00 Lifetime maximum 50/50 split

NOTE: For specific wording of plan contents please refer to Cooperators Booklet
– Group No. G4417-001

RETIREE BENEFITS

For bargaining unit members who have a total credited service of twenty-five years or greater under the Ontario Municipal Employees Retirement System, ten (10) of which are credited service years with the Employer, a retiree meeting these requirements will be provided entitlement to the Dental and Extended Health Care Plan, combined maximum \$12,500 lifetime for each of the retiree and enrolled spouse or until the retired employee attains 65 years of age, whichever the earlier.

Notwithstanding the above, a retiree or their enrolled spouse may transfer all or part of their remaining lifetime allowance to their enrolled spouse upon providing a written and signed authorization satisfactory in form to the Corporation and subject to the retiree remaining eligible for said benefits. Under no circumstances is any retiree's family entitled to more than a total of \$25,000 under this clause.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN (WEST LINCOLN)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1287

Re: Overtime Policy

The Parties understand and agree that in accordance with Article 16.04 of the Collective Agreement, overtime is to be shared as equally as is practicable among those employees willing and qualified to perform the work. To facilitate this understanding, the Parties further agree to the following:

- On an annual basis, overtime records will be put back to zero effective April 30th and the new overtime accrual period will commence May 1st.
- The overtime list will be established in order of seniority, and will be used when calling in employees who are willing and qualified to perform the work as required and authorized by the Employer.
- The overtime list will be maintained, updated and posted so that the eligible employees will be set out in their respective order by their total overtime worked during the current accrual period.
- Overtime will be recorded for employees who have accepted the offer of overtime or have refused the offer of overtime, with the exception of the employee being excused from overtime consideration as the result of being unavailable due to Worker's Compensation, extended sick leave, or any other paid or unpaid leave of absence approved by the Employer.
- Overtime, deemed an emergency, shall be offered to the employee deemed most likely to respond within the shortest time regardless of the ranking on the overtime list.

Signed this _____ day of _____, 2008 at the Township of West Lincoln in the Province of Ontario.

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

TOWNSHIP OF WEST LINCOLN

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN (WEST LINCOLN)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1287

Re: Casual Labourers – Winter Maintenance Operations

The Parties understand and agree that during winter maintenance operations, it remains permissible for the Employer to use casual labourers as wing-persons in equipment operated by regular employees of the Township of West Lincoln. It is understood that overtime, if required and authorized by the Employer, will be for the operation of winter maintenance equipment, excluding the wing-person function(s).

Signed this _____ day of _____, 2008 at the Township of West Lincoln in the Province of Ontario.

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

TOWNSHIP OF WEST LINCOLN

Letter of Agreement

Between:

**The Township Of West Lincoln
("The Employer")**

And

**Canadian Union Of Public Employees Local 1287
("The Union")**

Re: Clothing Allowance – Public Works, Recreation & Arena (Outside Employees)

The Parties agree that within thirty (30) days of ratification they will establish a committee containing two members of management and two members of the union for the purpose of substituting the \$200.00 Clothing Allowance to a clothing allocation. The parties agree to have this process completed within 60 days of the committee being established.

Dated at Smithville this ____ day of _____, 2008.

For CUPE Local 1287

For The Township of West Lincoln

APPENDIX "A"

RE: Joint Job Evaluation Plan

Whereas the parties mutually agree to implement a Joint Job Evaluation Committee to review, revise and approve the Manual of Procedures as it relates to the above-noted plan within the Term of this Collective Agreement.

Further, the Joint Job Evaluation Committee will review and sign off on all job descriptions as set out in Schedule A – Salary Administration Schedule within one (1) year of ratification of the collective agreement.

APPENDIX "B"

BETWEEN:

TOWNSHIP OF WEST 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 June 30, 2004 and supersedes any and all Joint Job Evaluation agreements or understanding between the parties.

ARTICLE 1 - PURPOSE

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 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 Township of West Lincoln (hereafter referred to as the Township) 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 Township 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 employer.
- b) The job descriptions shall be filed and indexed by the Deputy Clerk with a duplicate copy forwarded for signature to acknowledge receipt, by 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 respective non-union supervisor shall prepare a draft job description.
 - (ii) The draft job description will be forwarded to the Regional Niagara's Human Resources Representative to establish a temporary wage grade in accordance with the agreed upon Rating Manual.
 - (iii) The Human Resources Representative shall notify the CAO and the Union of the job description and the temporary wage grade.
 - (iv) Within six (6) months of the incumbent commencing employment in the new posted job, the Regional Niagara's 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.

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- 4.4 Whenever the Township 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 Regional Niagara's Review Committee in care of the Deputy Clerk.
 - b) The revised job description and any other job document shall accompany the request form.
 - c) The Review Committee shall review the changes to the job description and any other job document and determine whether there has been sufficient change in job content to warrant re-evaluation by the JJEC.
 - d) If it is determined that there has been sufficient change in job content to warrant review by the JJEC, all relevant data will be promptly forwarded to the JJEC for re-evaluation.
 - e) If it is determined that the position does not warrant review by the JJEC, the Review Committee will provide a written response to CAO (or designate) who shall communicate to the employee(s) and immediate supervisor, informing them why the position will not be forwarded to the JJEC. Should the Review Committee not be able to agree, the matter shall automatically be referred to the JJEC.
 - f) 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 Manager, 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 Manager, Immediate Supervisor, 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 Corporate Services 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 Manager, Immediate 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.
- f) An appeal of this factor rating may be initiated by the incumbent(s), Union, Immediate Supervisor, Manager or the CAO (or designate) within fifteen (15) calendar days of receipt of the rating of the JJEC.

ARTICLE 5 - JOB EVALUATION PROCEDURES

- 5.1 Regional Niagara's 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 Regional Niagara's 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.

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- h) Each appeal shall be submitted in writing on an official appeal form agreed to by the Township and the Union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Township and the Union. The appeal forms shall be available from the Corporate Services 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) Regional Niagara's Joint Job Evaluation Committee and/or the Union at its discretion, may request the appearance of the Incumbent and/or Supervisor in order to assist the Committee in its deliberations.
 - k) Should Regional Niagara's 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 Manager, 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 remain at their current rate until the job rate is equal to the employee's current rate.
- 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 Region, as selected by the Region; plus a minimum of two (2) alternates as selected by the Region. One (1) representative of the Region 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 Human Resources Department.

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 Region and the Union.
- d) to recommend changes to the Rating Manual and the Job Evaluation process to the Region and the Union.

6.3 Regional Niagara's Human Resources 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 Human Resources 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 a month 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 Township 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 Township 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 Manager, 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, Regional Niagara's Human Resources 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 Township's Representative shall use Schedule 4, Job Evaluation Classifications, to determine the appropriate Classification for the job.
- 8.2 Regional Niagara's Human Resources Representative shall notify the CAO (or designate) and the Union of the results of 8.1.
- 8.3 The CAO shall notify the appropriate Department Manager, the Immediate Supervisor, the Union, and the incumbent(s) of the job of any changes in Classification resulting from job evaluation.

ARTICLE 9 - GRIEVANCE/ARBITRATION

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