

COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE CITY OF BROCKVILLE
(Hereinafter referred to as the “EMPLOYER”)**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 115 RESPECTING**

**OUTSIDE, ARENA AND TRANSIT OPERATIONS
(Hereinafter referred to as the “UNION”)**

April 1, 2021 to March 31st, 2024

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	4
ARTICLE 2 - LABOUR/MANAGEMENT RELATIONS	4
ARTICLE 3 - GRIEVANCE PROCEDURE	5
ARTICLE 4 - ARBITRATION	7
ARTICLE 5 - UNION MEMBERSHIP AND DUES	8
ARTICLE 6 - STRIKES/LOCKOUTS	9
ARTICLE 7 - PROBATIONARY PERIOD	9
ARTICLE 8 - SENIORITY	9
ARTICLE 9 - JOB POSTING AND TRANSFERS	12
ARTICLE 10 - TEMPORARY LAYOFF	13
ARTICLE 11 - SENIORITY RIGHTS - PERMANENT LAYOFFS AND RECALLS	13
ARTICLE 12 - LEAVE OF ABSENCE	14
ARTICLE 13 - ANNUAL VACATION	18
ARTICLE 14 - RECOGNIZED HOLIDAYS	20
ARTICLE 15 - SHORT TERM/LONG TERM DISABILITY INCOME PLAN	21
ARTICLE 16 - BENEFITS	22
ARTICLE 17 - GENERAL	25
ARTICLE 18 - DURATION	26
LETTER OF UNDERSTANDING - Job Evaluations	28
APPENDIX A	29
ARTICLE A-1 - COVERAGE AND PURPOSE	30
ARTICLE A-2 - INCLEMENT WEATHER	30
ARTICLE A-3 - PROTECTIVE CLOTHING	31
ARTICLE A-4 - HOURS OF WORK	32
ARTICLE A-5 - PREMIUM PAY	33
ARTICLE A-6 - GENERAL	36
ARTICLE A-7 - WAGE RATES	36
ARTICLE A-8 - CONTRACTING OUT	40
APPENDIX I-A	41
Call In Overtime Distribution in the Public Works Division	41
APPENDIX II-A	42
Temporary Employees and Students	42
APPENDIX III-A	43
Hours of Work-Water and Wastewater Treatment Division	43
APPENDIX IV-A	45
Overall Responsible Operator (ORO)	45
LETTER OF UNDERSTANDING A-1	46
Hours of Work-Water and Wastewater Treatment Division	46
LETTER OF UNDERSTANDING A-2	47
On Call Schedule Water/Wastewater Treatment Plants	47

LETTER OF UNDERSTANDING A-3	48
Uniforms	48
APPENDIX B	49
ARTICLE B-1 - PURPOSE AND COVERAGE	50
ARTICLE B-2 - HOURS OF WORK	50
ARTICLE B-3 - PREMIUM PAY	51
ARTICLE B-4 - GENERAL	53
ARTICLE B-5 - CLOTHING/FOOTWEAR ALLOWANCE	53
ARTICLE B-6 - WAGE RATE-HOURLY	54
APPENDIX I-B	55
Temporary Employees	55
LETTER OF UNDERSTANDING B-1	56
Uniforms	56
APPENDIX C	57
ARTICLE C-1 - COVERAGE AND PURPOSE	58
ARTICLE C-2 - HOURS OF WORK	58
ARTICLE C-3 - PREMIUM PAY	59
ARTICLE C-4 - WAGE RATES	59
LETTER OF UNDERSTANDING C-1	61
Assignment of Shifts	61
LETTER OF UNDERSTANDING C-2	62
Contracting out of Transit Services	62
APPENDIX D	64
ARTICLE D-1 - COVERAGE AND PURPOSE	65
ARTICLE D-2 - RECOGNITION	65
ARTICLE D-3 - RELATIONSHIP	66
ARTICLE D-4 - MANAGEMENT FUNCTIONS	67
ARTICLE D-5 - REPRESENTATION	68
ARTICLE D-6 - SENIORITY	69
ARTICLE D-7 - LAYOFFS AND RECALLS	72
ARTICLE D-8 - BEREAVEMENT LEAVE	73
ARTICLE D-9 - JURY DUTY	73
ARTICLE D-10 - MATERNITY AND PARENTAL LEAVE	74
ARTICLE D-11 - DESIGNATED HOLIDAYS	74
ARTICLE D-12 - VACATIONS	75
ARTICLE D-13 - BENEFITS	75
ARTICLE D-14 - WAGE RATES	75
ARTICLE D-15 - HEALTH & SAFETY	76
LETTER OF UNDERSTANDING D-1	77
Contracting out of Transit Services	77

ARTICLE 1 - PREAMBLE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the employer and its employees and to provide a method of settling any differences or grievances which might arise.
- 1.02 (a) Both parties recognize that Appendices A, B, C and D and the provisions contained therein apply only to those specific jurisdictional groups which are set out in the Appendices.
- (b) The employer recognizes CUPE Local 115 as the sole bargaining agent for employees covered in Appendices A, B, C and D.

ARTICLE 2 - LABOUR/MANAGEMENT RELATIONS

- 2.01 It is recognized that the Employer provides services for the safety, health, comfort, general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.
- 2.02 The responsibility to the citizens to provide the services being mutual to both the employer and the employees necessitates that any differences of the interpretation of the terms of this Agreement will be settled in an orderly manner, as provided by this Agreement. If any difference of opinion occurs during the term of the Agreement, which cannot be adjudicated by mutual agreement, it is agreed that same will be settled by arbitration.
- 2.03 The Employer agrees that any reports or recommendations to be made to the Council dealing with matters covered by this Agreement will be communicated to the Secretary of the Union, coincidental with the reference to the Council so as to afford the Union reasonable opportunity to consider them and, if necessary, to protect them when they are dealt with by the Council.
- 2.04 It is agreed that a Labour/Management Committee be established for the purpose of the interchange of ideas and information on matters of mutual interest and concern. This committee shall consist of equal representation from both union and management and will meet quarterly at a time that is mutually agreed. A special meeting may be called by mutual agreement should the need arise. All time off for representatives of the union shall be with pay.
- 2.05 The Union agrees it is the function and obligation of the Employer to maintain order, discipline and efficiency, to hire, direct, discharge, suspend, promote, demote, transfer, layoff and generally manage the enterprise subject to the right of the employee concerned and/or the Union to lodge a grievance under the Grievance Procedure outlined in this Agreement.

- 2.06 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer. The Employer and Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee' membership or non-membership in a union.
- 2.07 A Bargaining Committee shall be appointed by each of the parties for the purpose of renegotiating this Collective Agreement with the procedures herein described. Each party will advise the other of these respective appointees. The Union Bargaining Committee shall consist of three (3) members of the Union and the President.
- 2.08 All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the President and Recording Secretary of the Union. In addition, all grievance related correspondence shall also be forwarded to the Steward. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union and President, and of any changes from time to time.
- 2.09 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.01 A grievance shall be defined as an alleged violation of the provisions of this Agreement.
- 3.02 The parties to this Agreement desire to resolve as quickly as possible employee complaints, or differences arising between the Union and the Employer, respecting the meaning and/or application of the provisions of, and all matters pertaining to, this Agreement.
- 3.03 **Step 1**
An employee shall discuss their complaint with their immediate supervisor, within five (5) working days of the occurrence giving rise to the complaint, to give the supervisor an opportunity to settle the complaint. The employee may be accompanied by a Union Steward when the employee discusses the complaint with their immediate supervisor.

- 3.04 **Step 2**
If the complaint is not resolved within five (5) working days of that meeting, the employee may file a written grievance with the Union Steward concerned who shall present it forthwith, accompanied by the grievor, to the supervisor concerned. Such written grievance will not be made until after the complaint has been discussed with the supervisor concerned, as set out in Paragraph 3.02. Such written grievance must be signed and dated by the employee within fifteen (15) working days of the day on which he was notified, or became aware, of the matter giving rise to the grievance or within ten (10) working days of receipt by the employee of the supervisor's reply to the complaint, whichever shall last occur. The supervisor concerned shall give their reply in writing to the Union Steward within five (5) working days of receiving the grievance.
- 3.05 **Step 3**
If the grievance is not resolved by the supervisor's written answer, the Union may, within five (5) working days of receiving that answer, present such grievance to the employee's Department Head. The Department Head shall meet, with the grievor and the Union Steward together, within five (5) working days from the date on which the grievance was presented, and, within ten (10) working days after such meeting, give an answer in writing to the Union Steward and grievor.
- 3.06 **Step 4**
If the Department Head's answer fails to resolve the grievance the Union may, within five (5) working days of receiving that answer, refer the grievance to the City Manager, who shall meet with a Union Representative and the grievor within ten (10) working days of receiving the grievance. The City Manager shall, within ten (10) working days after such meeting, give an answer in writing to the Union.
- 3.07 Any written complaint originating with the Employer or the Union involving the interpretation or the general application of this Agreement, which is not properly an individual employee grievance, shall be introduced at Step Three hereof. Such a complaint must be presented in writing to the other party to this Agreement within twenty (20) working days of the incident being grieved.
- 3.08 When the grievance relates to the suspension or discharge of an employee, the grievance procedure shall start with the City Manager in accordance with the provisions of Paragraph 3.06.
- 3.09 The Griever may be present, at the request of the Union or the Employer, at any step at which their grievance is discussed, unless the employee chooses not to be represented by the Union.
- 3.10 Time limits in this Article may be extended by mutual agreement between the Union and the City Manager. Such a request in writing stating the reasons will not be unreasonably withheld.

3.11 For purpose of this Article, reference to the City Manager or Department Head shall mean that person or their designate.

3.12 **Suspension or Discharge**

If it is agreed between the Employer and the Union that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties. If the matter has been referred to a Board of Arbitration, the decision of the Board shall be final and binding.

ARTICLE 4 - ARBITRATION

4.01 Once the grievance procedure as set out in Article 3 has been exhausted the Union and Employer may agree to mediate the matter in dispute. In the event agreement is arrived at in writing, the Arbitration process shall be suspended. In order for the grievance to proceed, the party that is advancing the matter must do so by providing written notice to the other party within five (5) working days immediately following mediation unless the Parties agree otherwise. The Parties agree to equally share the cost of mediation.

4.02 After exhausting the Grievance procedure as set forth in Article 3, either party may refer any dispute regarding the interpretation, administration, application or alleged violation of this agreement, including any question as to whether or not a matter is arbitrable to an arbitration board.

Any referral of the grievance or dispute between the parties to an arbitration board shall be within (10) working days after the decision has been rendered at Step 4.

Either party seeking arbitration shall so advise the other party, in writing, and, at the same time, appoint its member on the Arbitration Board. The other party shall appoint, within seven (7) calendar days of this notice, its member on that Board. The two appointed members shall confer and endeavour to settle the matter within seven (7) calendar days of receipt by the first-named Arbitrator of the name of the second Arbitrator. Failing that, the two Arbitrators shall endeavour to select an Arbitration Board Chairman within an addition seven (7) calendar days. Failing that, they shall ask forthwith the Minister of Labour of the Province of Ontario to appoint a Chairperson.

4.03 The decision of the majority of the Board will be final and binding on the parties hereto as well as upon the employee or employees involved in the dispute. If there is no majority, the decision of the Chairman will govern. The Board shall not have any power to alter or change any provisions of this Agreement, or to substitute any new provision for an existing provision, or to render any decision inconsistent with the terms and content of this Agreement.

- 4.04 Each party shall bear the expense of its own appointee and share equally the expenses of the Chairman.
- 4.05 In the case of an employee who has been found to be unjustly suspended or discharged, the employee shall be reinstated and have all rights and benefits restored. The penalty, if any, shall be at the discretion of the Board of Arbitration.
- 4.06 Upon request by either party and subject to agreement by both parties, a matter being referred to arbitration may be heard by a single chairperson. Failure to request a single chairperson or failure to mutually agree to a single chairperson will result in the matter being processed according to Article 4.01.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.01 New Employees

The Employer will provide a copy of this Agreement to all new full-time employees hired into positions covered by this Agreement.

5.02 Deductions

Deductions shall be made from the payroll at each pay period and shall be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees not later than the 25th day of the following month accompanied by the dues check-off list. This list shall include the names of all employees from whose wages the deductions have been made, their wages earned, as well as the dues deductions for the month or pay period. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 The Employer agrees to provide on the annual T4 Slips for employees covered by this Agreement, the amount of Union Dues deducted in the calendar year. The Union agrees that it will not issue Union Dues Receipts to any member.

5.04 The employer will supply the union contact designated by the Local Executive semi-annually (June 1 and November 1) with an electronic list of current employees' in the bargaining unit which will include each persons' names, job title/classification, home mailing address and home telephone numbers (and other available personal telephone numbers, such as cellular numbers), work email, and, if available, personal email.

5.05 Union Orientation

The employer agrees that within four (4) weeks of the date of hire the union will be provided with the opportunity for one (1) union representative to meet new employees, for a period not to exceed twenty (20) minutes for an individual employee or thirty (30) minutes for a group of employees, for the purpose of acquainting the new employee(s) with the benefits and duties of union membership. This meeting will be at a mutually agreeable time arranged with the union representative's supervisor.

ARTICLE 6 - STRIKES/LOCKOUTS

6.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms strike and lockout shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 New employees shall be on a probationary period normally not exceeding six (6) months and no disputes as to the termination or rejection of such employees shall be considered under the Grievance or Arbitration procedures as outlined in this Agreement.

7.02 The Employer may, with the approval of the Union, extend the probationary period as specified above for an additional period of time not less than ten (10) days and not more than sixty (60) days but, in all cases, the request and confirmation must be made in writing.

7.03 During the probationary period employees shall be deemed covered by this Agreement with the exception of Article 8 and Article 9, Section 9.01.

7.04 Employees shall be paid at an hourly rate which is ten percent (10%) less than the hiring rate of the posted position during their probationary period. Upon successful completion of their probationary period, employees will be paid the rate for the position as identified in the applicable wage schedule.

This clause only applies to employees hired after January 1, 1993 and does not apply to existing employees who change positions through job posting or transfer.

ARTICLE 8 - SENIORITY

8.01 Seniority, as referred to in this Agreement, shall mean the length of continuous service of an employee covered by Appendix A or as a full-time Facility Operator or as a full-time Transit Driver.

8.02 After an employee completes their probationary period, their seniority shall date back to the first day of continuous employment with the Employer.

8.03 Seniority shall accumulate under the following circumstances:

- a) When the employee is on the active payroll of the Employer
- b) When the employee is off the payroll due to an authorized layoff for not more than eighteen (18) months;

- 8.03 c) When the employee is off the payroll due to an accident and when the employee is receiving compensation under the *Workplace Safety and Insurance Board Act* and when the employee has not accepted employment with another employer;
- d) When the employee is off the payroll on any leave-of-absence authorized by the Employer and/or under the provisions of this Agreement.

8.04 **Loss of Seniority**

An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the employer.

An employee shall only lose their seniority and their employment shall be deemed terminated if any of the following occurs:

- 1) The employee is discharged for just cause and is not reinstated through the grievance procedure;
 - 2) The employee resigns;
 - 3) The employee is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - 4) The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose recall rights for refusal to return to work;
 - 5) The employee is laid off for a period longer than eighteen (18) months.
- 8.05 (a) No employee shall be transferred to a non-unionized position outside the Bargaining Unit without their consent. If an employee is transferred to such a position outside the Bargaining Unit, the employee shall retain accumulated seniority but will not accumulate further seniority. Such employee has the right to return to a position in the Bargaining Unit, provided he/she has sufficient seniority from prior accrual to do so, during their trial period which shall be a maximum of ninety (90) consecutive working days. If an employee returns to the Bargaining Unit, he/she shall be placed in a job consistent with their seniority and ability. Such return shall not result in the layoff or bumping of an employee with greater seniority.

- 8.05 (b) The Employer retains the right to temporarily transfer employees to positions within another CUPE Local 115 bargaining unit or alternative positions within their current bargaining unit. A temporary transfer shall be defined as a period of time not to exceed six (6) calendar months in the calendar year. The Employer with the agreement of the Union may extend the temporary transfer to seven (7) months in a calendar year. During the period of temporary transfer under this Article, the employee shall retain their current rate of pay or the rate of pay for the new position, whichever is higher.

In the event of a temporary transfer between CUPE Local 115 bargaining units, any employee so transferred will be covered by the terms and conditions of the collective agreement under which the temporary position is covered and will continue to accrue seniority within their regular bargaining unit during the period of temporary transfer. If the employer affects a layoff within a bargaining unit, any employee who has been temporarily transferred in to the affected bargaining unit will be returned back to their regular bargaining unit prior to such layoff.

In the event the Employer temporarily transfer employee(s) to another bargaining unit, the Employer will determine from which division(s) such transfers will occur. Transfer will be offered to employees within this division and qualified to do the required work, on a voluntary basis seniority to govern. If there are insufficient volunteers, the most junior qualified employee(s) in the division will be transferred. The employer may consider the employee's preference. For clarity, the following are divisions under this collective agreement; as identified in Appendices A, B, C, D.

Temporary transfer will not be made into any bargaining unit or division where there are employees from the unit or division on layoff with recall rights.

- 8.06 The employer shall maintain a Seniority List showing the date upon which each employee's service commenced. A list showing seniority of all employees shall be sent to the Union and posted on all bulletin boards in January and July of each year.
- 8.07 An employee shall be paid the rate for the classification to which the employee is assigned for all hours so assigned, provided the employee is qualified to perform the duties of such classification and provided the assignment is for more than one (1) hour, unless the assignment is to a lower rated classification for the convenience of the employer, in which case the employee shall maintain their rate of pay.

The employer agrees to pay employees designated to replace the sub-foreman in the asphalt, concrete, sewer, and water distribution crews only, the applicable sub-foreman rate of pay and not the lead hand premium.

ARTICLE 9 - JOB POSTING AND TRANSFERS

- 9.01 a) All vacancies and new positions of a permanent nature within the bargaining unit shall be posted for a period of not less than seven (7) working days in the specific bargaining unit and in other CUPE Local 115 bargaining units.
- b) All applications of employees within the bargaining unit in which the position is available shall be given first preference. Applications from other CUPE Local 115 bargaining units shall be given second preference. All applications must be in writing for consideration.
- c) All applicants and the Union shall be notified as soon as possible by the Employer as to the disposition of the vacancy.

9.02 Appointment shall be made of the applicant having the greatest seniority and the required qualifications, academic or otherwise, for the position available and, in the case of a tradesman, demonstrated ability to carry out the work of the Employer and competence in the trade. The employee's past record and ability to perform the work of the Employer shall be considered.

If the appointment is an applicant from another CUPE Local 115 bargaining unit then their bargaining unit seniority shall transfer with them to the new bargaining unit.

9.03 All job vacancy notices shall contain the following information:

Job Title, Qualifications, required knowledge and Education, Skills, Shift, Wage Rate.

- 9.04 a) The successful applicant shall be entitled to a trial period of up to sixty (60) working days.
- b) In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority.
- 9.04 c) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

9.05 The Union shall be notified of all appointments to posted positions, hirings, lay-offs, transfers out of the bargaining unit, recalls and terminations of employment.

ARTICLE 10 - TEMPORARY LAYOFF

- 10.01 The employer shall give ten (10) working days' notification to employees who are to be temporarily laid off and shall also inform the Union. The employer shall meet with the Union at the Union's request to discuss the layoff. After such notice of layoff, the employee(s) concerned shall be paid in lieu of work for that part of the ten (10) working days during which work was not made available.
- 10.02 The current President, Vice-President, Secretary-Treasurer, and Chief Steward of the Local Union, who have at least one year of seniority, shall be the last to be laid off and the first to be recalled in the order of their seniority, provided they can do the work available.

ARTICLE 11 - SENIORITY RIGHTS - PERMANENT LAYOFFS AND RECALLS

- 11.01 Job security normally increases with length of service. In the event of a permanent layoff as defined by the *Employment Standards Act*, employees shall be laid off in reverse order of seniority provided those remaining can do the work available. Notice of layoff shall comply with the *Employment Standards Act*. In the event of a permanent layoff, the Employer will post a listing of the employee(s) affected together with a pro forma providing an opportunity for any listed employee to displace any junior employee who is not listed according to the Layoff Procedure. The procedure shall not be changed during the term of this Collective Agreement unless by mutual agreement of the parties. Consideration will be given to any such displacement when the pro forma is received by the listed employee's Department Head within five (5) working days after the list is posted. Employees who displace a junior employee must be able to do the new job in an acceptable manner within fifteen (15) working days. Employees shall be recalled in order of seniority provided they can do the work. Factors to be considered in addition to seniority include relevant experience/knowledge.
- 11.02 It is the responsibility of every employee to notify the Employer promptly of any change of address or telephone number. If an employee fails to make this notification to the Employer, the Employer shall not be responsible for the failure of notice of recall to reach the employee.
- 11.03 The current President, Vice-President, Secretary-Treasurer, and Chief Steward of the Local Union, who have at least one year of seniority, shall be the last to be laid off and the first to be recalled in the order of their seniority, provided they can do the work available.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 Leave of absence with pay will be granted to all employees for the purpose of voting in accordance with the *Canada Elections Act* and *Ontario Election Acts*.
- 12.02 Leave of absence with pay will be granted to representatives of the Union while in consultation with the Council or City Officials on matters pertaining to this Agreement, during working hours.
- 12.03 After a minimum notice of two (2) weeks, a request that has been given by an executive member of the Union to their immediate supervisor, a leave of absence without pay will be granted to a member to attend functions of the Union, without loss of seniority, provided the employer can cancel such leave due to unforeseen circumstances that require the employee to work. Leave requests with less than two (2) weeks' notice will be considered according to operational requirements.

Such members, when on such approved leave, will have their salary and benefits maintained by the employer. The Union shall reimburse the employer for the whole cost of such wages and benefits.

In the event the leave is cancelled, the Union may propose another member, to the City, to attend. The City will make every reasonable attempt to accommodate this request.

- 12.04 The employer may, on written application from the Union at least one month before the proposed effective day, grant leave-of-absence without pay or benefits, but with continued seniority, to a maximum of one (1) employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, for a maximum period of one (1) year.
- 12.05 The employer shall grant leave-of-absence without loss of seniority to an employee who serves as a juror or subpoenaed witness. The employer shall pay such an employee the difference he receives for jury service or subpoenaed witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.
- 12.06 (a) **Bereavement Leave**
An employee shall be granted up to five (5) consecutive working days leave without loss of salary in the case of the death of a spouse, child, step-child, parent, brother or sister. Leave without loss of salary of up to three (3) consecutive working days shall be granted in the case of the death of a legal guardian, mother-in-law, father-in-law, grandparent, grandchild, step-parent, sister-in-law, brother-in-law, son-in-law, and daughter-in-law. Where the burial occurs outside the Province, such leave to attend the funeral shall include as well, reasonable travelling time.

12.06 (a) Continued

An employee may request additional paid Bereavement Leave. Approval of such requests will be at the discretion of the Department Director.

An employee may defer one (1) day of bereavement leave to use at the time of the actual interment.

Any employee who acts as a pallbearer shall receive sufficient time off, with pay, on the day of the service to perform this duty.

- (b) When a death occurs during the employee' vacation period, the vacation will be extended, for each day the employee is eligible for bereavement pay, immediately following expiration of the approved vacation period.

12.07 **Personal Leave**

An employee, who wishes to do so, may apply for a Leave of Absence for personal reasons. Any leave so approved may include continuation of benefits plan coverage as set out in this Agreement provided the employee pays both the employee and the employer's contribution, as required, before leave starts, in accordance with City Policy.

12.08 **Medical/Dental Care**

Employees will be allowed time off with pay for up to three (3) days per calendar year, which may be recorded in half days, to engage in preventative health care through a medical doctor or dentist. Employees may be required to show the employer proof of such care. Employees will notify the Employer of such medical/dental appointments a minimum of two (2) days in advance unless the appointment is due to an emergency situation or last-minute cancellation. The Employer will pay the cost of any medical examination required by the Employer.

The employer will ensure that the cost of any and all employer required immunizations will not be borne by the employee.

12.09 **Emergency Leave**

When an employee's home suffers from a serious fire or flood, the employee will be granted the day of the fire/flood off with pay provided it is a scheduled work day. Additional time off, up to a maximum of five (5) working days, may be requested by the employee, and if approved will be without pay or be vacation time at the employee's option.

- 12.10 (a) When an employee is charged with an offence which requires their appearance in Court and/or incarceration pending trial and/or incarceration after trial, he/she shall be placed on a Leave of Absence which will total a maximum of four (4) months.

- 12.10 (b) In the event that the total period of incarceration exceeds four (4) months, the Employer reserves the right to terminate the employee.

12.11 **Pregnancy/Parental Leave**

(a) **Pregnancy Leave**

Any pregnant employee, who has been employed by the Employer at least thirteen (13) weeks before her expected birth date will be entitled to a seventeen (17) week leave of absence without pay according to the *Employment Standards Act (E.S.A.)*. Eligible employees can commence their leave up to seventeen (17) weeks before the expected birth date and must notify the employer at least two (2) weeks prior to the commencement of the leave, in writing, and such notice must be accompanied by a medical certificate setting out the expected birth date. Employees eligible for this leave may also be entitled to Unemployment Insurance Benefits for pregnancy leave subject to approval by Employment and Social Development Canada.

In addition to the above, employees eligible for and taking a pregnancy leave for seventeen (17) weeks will be eligible for a Supplementary Pregnancy Benefit, payable by the Employer in accordance with the Plan of the Employer and approved by Employment and Social Development Canada. Such Plan provides the employee with seventy-five percent (75%) of their pre-leave salary to be payable to the employee for the one (1) week waiting period for Unemployment Insurance Benefits. Employees who qualify for pregnancy benefits under the *Employment Insurance Act* shall be eligible for a supplementary Pregnancy Benefit for a period of two (2) weeks equal to the difference between benefits payable under the *Employment Insurance Act* and seventy-five (75%) percent of the employee's regular pay. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof she is in receipt of Employment Insurance pregnancy benefits.

(b) **Parental Leave**

Employees shall be granted a leave of absence for Parental Leave in accordance with the *Ontario Employment Standards Act*.

For the purpose of this section, a parent is defined as including a person with whom someone is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

Employees may also be eligible to apply for and receive Unemployment Insurance Benefits in accordance with the *Federal Employment Insurance Act* while on Parental Leave.

12.11 (c) **General**

Any employee on an approved Pregnancy or Parental Leave continues to be covered by all group health related benefits unless the employee elects in writing not to do so in the same manner as before the commencement of the leave. Employees will continue to accrue seniority and vacation credits while on leave.

Employees returning from leave will be reinstated to the position he/she most recently held if it still exists, or to a comparable position, if it does not.

12.12 **Education Leave**

Where employees are required by the Employer to take courses that are work related, the Employer shall pay the full costs associated with the courses including the cost of books and materials. Books and materials, paid for by the Employer, are the property of the Employer.

Leave of absence without loss of regular pay and without loss of seniority shall be granted to allow employees time off to write examinations for employer-approved courses.

Time spent in a course (excludes travel time and non-course time) shall be considered as working hours for the purposes of premium time.

Travel time outside of regular working hours is not paid time.

12.13 **Certification Examinations**

In the event an employee fails a required certification examination and must retake the examination, the City will not pay for any/all retakes save and except the one that the employee successfully passes.

Employees shall return to the workplace if there is thirty (30) minutes or more remaining in their shift.

The City will cover the cost of a single car rental for the first (1st) exam and the cost of the second (2nd) car rental if the employee has to retake an examination and successfully passes.

Note: In the case of obtaining Level Four (4) certification this will be increased to two (2) retakes and the one that the employee successfully passes.

ARTICLE 13 - ANNUAL VACATION

13.01 Employees shall receive an annual vacation with pay at their payroll rate in accordance with credited service as follows:

On completion of less than one (1) year employment in a calendar year		One (1) working day for each month of one (1) year of completed employment to a maximum of ten (10) working days within the first calendar year
In the calendar year of the anniversary and each year thereafter	1 st	Ten (10) working days
In the calendar year of the anniversary and each year thereafter	3 rd	Fifteen (15) working days
In the calendar year of the anniversary and each year thereafter	10 th	Twenty (20) working days
In the calendar year of the anniversary and each year thereafter	15 th	Twenty (25) working days
In the calendar year of the anniversary and each year thereafter	25 th	Thirty (30) working days
During retirement year		Five (5) extra days with pay

From the calendar year that an employee first becomes eligible for two weeks (10 working days) vacation, the employee may take vacation prior to reaching the required anniversary date. However, vacation used prior to eligibility will be used on the understanding that, if the employee subsequently is no longer an employee at the time of the anniversary date in that year, the vacation eligibility will be adjusted. The adjustment will be made at termination, for any reason, and the Employer will recover any overpayment from any outstanding monies owned to the employee by the Employer.

Where, in any year, a member dies prior to receiving their annual vacation entitlement, the estate shall be paid an amount equal to the member's vacation entitlement balance and any proportionate amount of vacation entitlement earned for the next year.

Vacation entitlement shall not be prorated in the year the member retires on an O.M.E.R.S. pension.

Effective for employees hired on or after the date of ratification, employees who resign, or otherwise leave the employment of the Corporation shall have their vacation pay prorated in accordance with the time worked in the vacation year of leaving. Adjustments shall be made as necessary to the employee's final pay.

13.02 Regular employees laid off will be paid eligible Vacation Pay at time of layoff unless the employee requests such Vacation Pay be held until the employee proceeds on vacation.

- 13.03 Such layoff or other absence without pay which exceeds 320 hours per year will result in decreased vacation pay as follows:

Vacation Pay will be calculated based on the previous calendar year, such calculation to be total hours worked divided by 52 weeks times hourly rate.

- 13.04 Vacation entitlements shall be granted on the basis of the seniority and vacation schedules shall be posted by May 15th and shall not be changed unless by mutual agreement between the Employer and the employee. This clause is subject to the right of management to keep enough employees so that it does not interfere with the overall efficiency of the operation. Employees who do not exercise their right prior to the April 15th posting shall lose their seniority rights in regards to displacing a junior employee who had made their selection prior to the April 15th date.

- 13.05 An employee may apply, at the time of vacation authorization, to take one (1) week of their vacation as single days. An employee will be included in overtime distribution while on an authorized single day of vacation.

- 13.06 An employee entitled to less than twenty (20) working days' vacation may carry-over up to five (5) working days of their vacation entitlement into the next year subject to the approval of the Department Head or designate.

An employee entitled to twenty (20) or more working days' vacation may carry-over up to ten (10) working days of their vacation entitlement into the next year subject to the approval of the Department Head or designate.

- 13.07 Should an employee who has commenced their scheduled and approved vacation and agrees upon request of the Employer to return to work during a portion of the vacation period, the employee shall be paid at the applicable overtime rate. The employee may agree to be paid for the vacation day or part thereof worked or substitute another vacation day or part thereof.

- 13.08 When an employee becomes ill or hospitalized after three (3) consecutive days of vacation and upon receipt of a physician' certificate indicating date and duration, the employee shall have the remaining vacation time corresponding to the illness/hospitalization duration, rescheduled.

ARTICLE 14 - RECOGNIZED HOLIDAYS

14.01 Regardless of the day in the week on which a recognized holiday occurs, all employees shall be paid for the following Recognized Holidays:

New Year's Day	Thanksgiving Day
Family Day (see 14.05)	Remembrance Day (see 14.03)
Good Friday	The last half regular working day prior to Christmas Day
Easter Monday (see 14.02)	Christmas Day
Victoria Day	Boxing Day
Canada Day	The last half regular working day prior to New Year's Day
Civic Holiday	Floating Day (see 14.02)
Labour Day	

providing that the employee reports to work the day previous and the day after the holiday in question, except if on vacation or on sick leave. If the employee is sick, such sickness must be verified by a Doctor's Certificate. All employees on sick leave on a Recognized Holiday shall receive pay for the day.

14.02 The Floating Holiday may be taken at the employee's option provided their supervisor is given ten (10) working days' notice and provided sufficient staff is available to do the required work.

14.03 A Floating Holiday may be substituted for Remembrance Day, the holiday to be arranged between the employee and their supervisor. Where possible, employees shall give five (5) working days' notice of their request.

14.04 When a recognized holiday (excludes floaters) falls on a Saturday or Sunday which is a non-scheduled work day, the following Monday shall be declared the holiday. In the event the recognized holiday falls on a regularly scheduled shift (i.e., Saturday or Sunday) it shall be observed on that day and premium pay shall apply for all hours worked on the holiday.

14.05 A Floating Holiday may be substituted for Family Day, the holiday to be arranged between the employee and their supervisor. Where possible, employees shall give five (5) working days' notice of their request.

ARTICLE 15 - SHORT TERM/LONG TERM DISABILITY INCOME PLAN

15.01 Each employee covered by this Agreement shall be covered by the City of Brockville Income Protection Plans (Short Term/Long Term Disability Income Plan) in accordance with the terms of that Plan.

- (a) Effective January 1, 2010 the Short Term Disability Plan shall be amended to provide that any employee on Short Term Disability for three (3) or more times in a year, shall need to use their five (5) casual sick days during the three (3) day waiting period. In the event that the employee has insufficient casual sick days to cover the waiting period, such days will be without pay, or an employee may use vacation time or lieu time.
- (b) Effective January 1, 2013 any employee who does not use any of their five (5) casual sick days in a year and does not establish a short-term disability claim during the year, shall be reimbursed for fifty percent (50%) of these five (5) days. Such reimbursement shall be made with the first pay in February of the following year.
- (c) For any subsequent absence following the exhaustion of the employee's casual sick leave bank will be considered unpaid leave.

15.02 **Employees Transferred from the Public Utilities to the City of Brockville effective September 2001**

- a) Recognizing that the City has a self-funded short term disability plan applicable to CUPE Local 115 bargaining unit employees, upon transfer, the Utilities accumulated sick leave plan shall terminate.
- (b) Transferring employees upon transfer shall have their Utilities sick leave credits, as of the day prior to the transfer date, converted to a cash value. Fifty percent (50%) of this amount shall be converted to a Sick Leave Credit Bank with the City.

The Sick Leave Credit Bank can be used for the following purposes only:

1. To cover, with full pay, part or all of any 3-day waiting period of the Short Term Income Protection Plan not covered by the Casual Disability Bank
2. To increase, to full pay, any Short Term Income Protection Plan payments
3. To provide up to the equivalent of one month' pay for early retirement to be included in O.M.E.R.S. Pension calculation

ARTICLE 16 - BENEFITS

The parties agree that Article 16.01, 16.02 and 16.03, 16.04, 16.05 and 15.01, 15.02 represent an enhancement to the benefits provided by the Corporation and entitle the Corporation to retain the entire amount of Employment Insurance Rebate, including the employee portion.

- 16.01 It is understood that the insured benefits described in this Article are subject to the governing terms and conditions of the insurance carrier.

Hospital and Medical Insurance

The employer agrees to pay 100% of the premium rates for the following plans for all regular employees enrolled in said plans. Any increase in premium costs for Extended Health Care and or Dental Plans commencing in 2014 over the 2013 premium costs for such plans, shall be shared 90% (employer) and 10% (employee) effective April 1, 2014.

- (1) Employer Health Tax
- (2) Semi-private hospital coverage equivalent to the current coverage in place at the signing of this agreement.
- (3) Extended Health Care coverage equivalent to the current coverage in place at the signing of this agreement. 100% payable.

Medication available over the counter, without a prescription, will not be an eligible expense under the Extended Health Care Plan.

Effective date of ratification, mandatory generic drug substitution (unless no generic drugs are available, or unless specifically approved by the benefit carrier through an exception process).

Effective date of ratification, reimbursement for prescription drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription.

Extended Health Care Plan to provide Physiotherapy coverage at \$1,500.00 maximum per calendar year with no per visit maximum.

Coverage for registered massage therapy is seven hundred and fifty dollars (\$750.00) per calendar year.

Effective January 1, 2022, coverage for Chiropractor is four hundred (\$400.00) per calendar year. Effective January 1, 2023, five hundred (\$500.00) per calendar year.

- (4) Vision Care, -100% payable – Effective January 1, 2023, four hundred and twenty-five dollars (\$425.00) maximum benefit in any two consecutive years to be included. Effective January 1, 2024, five hundred dollars (\$500.00).

- 16.01 (5) A dental plan equivalent to the current coverage in place at the signing of this agreement is maintained at the current ODA Fee Schedule

The annual recheck time period will be once every nine (9) months for eligible plan members over the age of eighteen (18) and every six (6) months for eligible plan members under eighteen (18) years of age and shall apply to employees and dependents covered by this Collective Agreement.

Major Restorative Dental Coverage at 50% co-insurance and \$1,500.00 annual maximum.

Effective January 1, 2023, Orthodontic coverage – 50% co-insurance, \$1,500.00 annual maximum - \$3,000.00 lifetime maximum.

Effective the first of the month following ratification of the 2009-2012 agreement, Extended Health Care Coverage and Dental Coverage as per Article 16.01 (1) (2) (3) (4) shall be extended to employees until the earliest of age 70, retirement or death.

- (6) Purchase of Hearing Aids (including repairs and replacement parts, but excluding batteries), up to a maximum of one thousand dollars (\$1,000.00) every sixty (60) rolling months.

- 16.02 Pursuant to the Union's agreement to delete the names of private benefits carriers from the Agreement, the Employer will:

- (1) assure that the present benefits will not be altered without the Union's agreement;
- (2) assure that the Employer will accept liability for bona fide charges if the carrier fails to meet its liability because of bankruptcy or insolvency;
- (3) assure that the Employer will advise the Union if the Employer plans to change a carrier.

16.03 **Group Life Insurance**

The employer shall pay, 100% of the cost of a group life insurance plan, arranged by the employer, to provide employee coverage equal to two times annual earnings to the next highest \$1,000.00 with employee options to purchase an additional 50% or 100% Personal Life and A.D.&D. coverage at the employer's rate and also spouse and dependent children coverage in the amount of \$5,000.00 and \$3,000.00, respectively, except children under age six (6) months may be insured for \$500.00. The Plan will be in accordance with the provisions of the carrier.

- 16.04 When an employee is laid off due to lack of work, the employer will continue to pay the employer's share of benefit premiums up to the end of the next succeeding three (3) months following the date of layoff, providing the employee is still on layoff.

16.04 Continued

Employee can continue group health and/or dental coverage for the balance of their recall period provided they pay 100% of the monthly premium.

Employees on layoff with recall rights will cease to be eligible for Employer provided service-based benefits, such as vacation, recognized holiday pay, boot and safety/personal equipment allowance etc., effective upon the date of layoff.

16.05 Effective ratification, employees who retire prior to their 65th birthday and are receiving a pension through the Ontario Municipal Employees Retirement System (OMERS) shall be covered under the Extended Health Care Plan (including Vision) for their pre-retirement group with the employer as follows:

- i) Employees employed with the Employer for less than three (3) years, will receive retiree benefits for one (1) year or up to age sixty-five (65), whichever comes first.
- ii) Employees employed with the Employer between three (3) to five (5) years, will receive retiree benefits for three (3) years or up to age sixty-five (65), whichever comes first.
- iii) Employees employed with the Employer between six (6) to nine (9) years, will receive retiree benefits for six (6) years or up to age sixty-five (65), whichever comes first.
- iv) Employees employed with the Employer for (ten) 10 or more years, will receive retiree benefits for ten (10) years or up to age sixty-five (65), whichever comes first.

The Employer will also provide these employees with basic life insurance coverage in an amount equal to fifty percent (50%) of the employee's pre-retirement salary. The benefit level will reduce in equal yearly amounts over eleven (11) years to be twenty-five percent (25%) of the pre-retirement salary. Once established at twenty-five percent (25%) of pre-retirement salary, this coverage shall remain until death.

Coverage:

Upon Retirement:	50.0% of pre-retirement salary
1 st anniversary of retirement	47.5% of pre-retirement salary
2 nd anniversary of retirement	45.0% of pre-retirement salary
3 rd anniversary of retirement	42.5% of pre-retirement salary
4 th anniversary of retirement	40.0% of pre-retirement salary
5 th anniversary of retirement	37.5% of pre-retirement salary
6 th anniversary of retirement	35.5% of pre-retirement salary
7 th anniversary of retirement	32.5% of pre-retirement salary
8 th anniversary of retirement	30.0% of pre-retirement salary
9 th anniversary of retirement	27.5% of pre-retirement salary
10 th anniversary of retirement	25.0% of pre-retirement salary

16.05 (iv) Continued

Those employees hired on or after the date of ratification will be provided basic life insurance coverage in the amount of \$7,500.00.

ARTICLE 17 - GENERAL

17.01 Health and Safety

(a) Health & Safety Committee:

It is agreed that both parties will participate and cooperate to the fullest possible extent in the prevention of accidents and the promotion of health and safety. The parties are governed by the provisions of the *Ontario Occupational Health and Safety Act* and its regulations.

The Employer will provide a list of members of the Joint Health and Safety Committee that have CUPE Local 115 Members on them and shall post all minutes of meetings and provide a copy of same to the Union.

(b) Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment, or is sent home for 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.

(c) Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

(d) Medical Examination

Where there is a question of an employee's physical fitness for their position, the Employer will pay the cost of any medical examination required by the Employer.

(e) Bulletin Boards

The Employer will provide bulletin board space for the posting of CUPE Local 115 notices, provided all such notices are signed by a responsible officer of the Union and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld. Every effort will be made within two (2) working days to process such requests.

It is understood that, notwithstanding the above, approval will not be required from the Employer for the posting of Union notices of general or executive meetings and social events which are not contrary to Corporation's policy and or the Collective Agreement.

- 17.02 The Employer will pay the required cost of renewing certificates which are required by the Employer and are certificates renewed on a scheduled basis by application only. For clarity, the following is an inclusive list of such certificates:

Water and Wastewater certificates, 310T Truck and Coach Technician Certificate, 310S Automotive Technician Certificate, Refrigeration "B" ticket, Certified Ice Technician Certificate, Industrial Electrician 309A Certificate, Basic First Aid Certificate, CPR certificate, Z endorsements and Possession and Acquisition License (PAL) (Fleet Technicians only).

Upon submission of a suitable receipt, the employer will reimburse each employee that is required by the Employer to maintain a DZ license, one hundred percent (100%) of the cost up to one hundred dollars (\$100.00) of the mandatory medical examination required to complete the MTO medical report at each age-based frequency as required by the MTO.

- 17.03 Effective January 1, 2010, any employee who sustains a personal injury by accident arising out of and in the course of employment and who has an approved lost time claim from the Workplace Safety and Insurance Board (WSIB) shall continue to receive their regular bi-weekly pay.

17.04 **Clearing the File**

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that there is no recurrence of disciplinary action within the twenty-four (24) month period.

ARTICLE 18 - DURATION

- 18.01 This agreement shall be effective from April 1, 2021 to March 31st, 2024 and from year to year thereafter, unless either party gives notice in writing to the other party, not less than thirty (30) days and not more than sixty (60) days prior to the expiry date.

18.02 **Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Parties shall remain in existence and either Party, upon notice to the other, may re-open the pertinent parts of this Agreement for negotiations.


Signed this 20th Day of May 2022

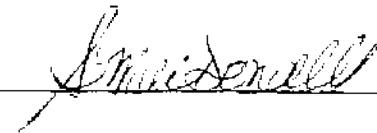
Canadian Union of Public Employees
Local 115 (Outside Staff)

Corporation of the City of Brockville














LETTER OF UNDERSTANDING - Job Evaluations

**Between
Corporation of the City of Brockville
And
The Canadian Union of Public Employees and it Local 115**

The employer agrees to adopt the CUPE National Job Evaluation Tool and that each position within the bargaining unit will be evaluated in 2022, and any subsequent adjustments (including red circling) will be effective January 1, 2023.

The parties agree to jointly negotiate, implement, and maintain a job evaluation program including a terms of reference document establishing the terms and conditions of this process.

The parties shall establish a joint job evaluation committee within sixty (60) days following the signing of this collective agreement.

The job evaluation terms of reference is a detailed agreement for the Job Evaluation procedures. It covers the size of the committee, how information is gathered, how jobs are rated, how disagreements within the committee are settled and what rights the incumbents and supervisors have if they disagree with the results.

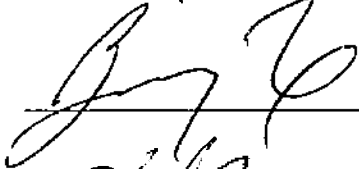
The job evaluation will be implemented utilizing wage rates that are established for January 1, 2023 in the collective agreement.


This LOU is applicable to Appendix A, B, C, D.


Signed this 20th Day of May 2022

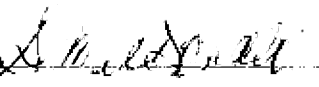
Canadian Union of Public Employees
Local 115 (Outside Staff)

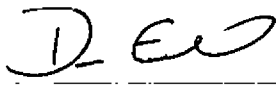
Corporation of the City of Brockville














APPENDIX A

THIS APPENDIX COVERS THE OUTSIDE JURISDICTIONAL GROUP AS SET OUT BELOW:

Article A-1	Coverage and Purpose
Article A-2	Inclement Weather
Article A-3	Protective Clothing
Article A-4	Hours of Work
Article A-5	Premium Pay
Article A-6	General
Article A-7	Schedule of Wage Rates
Article A-8	Contracting Out
Appendix I-A	Call-In Overtime Distribution (Public Works)
Appendix II-A	Temporary Employees and Students
Appendix III-A	Hours of Work - Water and Wastewater Treatment Division
Appendix IV-A	Overall Responsible Operator (ORO) Premium (WWWT)
LOU-A-1	Hours of Work - Water and Wastewater Treatment Division
LOU-A-2	On Call Schedule Water/Wastewater Treatment Plants
LOU-A-3	Uniforms

ARTICLE A-1 - COVERAGE AND PURPOSE

- A-1.01 This Appendix shall apply to all employees covered under Article A-7 Schedule of Wage Rates. The Employer recognizes the Union as the sole collective bargaining agent for the employees and for jobs of a similar nature in these departments which may be added from time to time.
- A-1.02 The purpose of this Appendix is to maintain a harmonious relationship between the Employer and the employees, and to provide an amicable method of settling any differences or grievances which might possibly arise.
- A-1.03 Employees of the Corporation who are not C.U.P.E. members employed by the Corporation and Supervisors whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, investigation, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees or result in the layoff of an employee.
- A 1.04 All regular employees shall become members of the Union within thirty (30) days of the date of their employment with the Employer.

ARTICLE A-2 - INCLEMENT WEATHER

- A-2.01 When available, inside work will be provided for all regular employees if, in the opinion of the Department Head concerned, it is not reasonable to work outside due to dangerously inclement conditions.
- A 2.02 When it is necessary for employees to work in an emergency during such weather, the Employer will provide rubber boots, coats and hats, and such shall be a reasonable fit, for the employee concerned.
- A 2.03 In inclement weather, when outside work is not available, any employee reporting for work on time at the beginning of the work day will be paid three (3) hours, or following the lunch break will be paid two (2) hours, and one (1) hour for each additional hour or fraction thereof as the employee is ordered to remain at the place of work by the Department Head concerned. Under this Section, an employee may only claim such pay once per day.
- A-2.04 The Employer agrees to install windbreaks on the front of all tractors for the protection of the operator during the winter months.

ARTICLE A-3 - PROTECTIVE CLOTHING

A-3.01 The Corporation shall provide to every Public Works Division employee commencing their first day of their probationary period, the following:

1 pair Coveralls, Rubber Boots, Rain Suit, Safety Helmet (with liner), non-prescription safety goggles, safety vest, earmuff style hearing protection, one pair of Insulated, coveralls

2 pair Winter gloves, summer gloves, sewer gloves and puncture proof gloves

1 pair UV protected safety glasses each year.

The City will replace lost, damaged, or worn-out equipment at their cost except coveralls, rain suit, rubber boots and summer and winter gloves which must be returned for replacement. Failure to return such items will result in replacement at the employee's cost.

A-3.02 The employer shall provide to every full-time employee (except those on an L.T.D. claim) an allowance of two hundred and seventy-five dollars (\$275.00) to offset the cost of approved safety boots. This is a calendar year allowance and cannot be carried over past a calendar year nor used as cash to the employee. Effective January 1, 2024 – three hundred dollars (\$300.00).

Students, with the approval of the Department Head concerned, who complete one (1) month's service, shall receive one hundred and fifty dollars (\$150.00) once per year towards the purchase of approved safety boots. Students will also be provided with clothing of a quantity and style appropriate to the job performed.

Employees in receipt of a safety boot allowance must wear safety boots acceptable to the Employer and in accordance with the *Occupational Health and Safety Act*.

A-3.03 In addition to the safety shoe subsidy identified in Article A-3.02, employees assigned to concrete/asphalt operations, shall be entitled to an additional one hundred dollars (\$100.00) towards the purchase of an additional pair of approved protective footwear.

A-3.04 The employer shall supply to Fleet Technicians, Electrician/Instrumentation Relief Operators and WT/WWT Mechanics one (1) pair of Mechanic's gloves per calendar year. Replacement of such gloves shall be as per A-3.01.

A-3.05 The Employer will supply personal protective equipment (PPE) for employees that is suitable to the work being performed. Employees have the responsibility to maintain this PPE in good working condition and wear it whenever it is required.

A-3.06 Fleet Technician', Environmental Services Electrician/Operator and Operator-Mechanic's Tools:

The Employer will replace broken or worn out mechanic' tools of a similar quality at no cost to the mechanics.

Technicians and Mechanics will be reimbursed 100% of the cost of purchase of personal tools to a maximum \$350.00 in any calendar year provided the purchase has been approved beforehand by the employee's immediate supervisor.

Employees will provide an inventory of personal tools and update the inventory annually with replacement tool purchases for the purposes of insurance coverage provided by the City and for retirement/termination/lay off so that a reconciliation of tools can be completed. This listing will be submitted to their supervisor.

Employees shall have their tools available for use when they are working.

A. 3.07 Other Classifications

(a) Additional protective clothing of a type and quantity as deemed necessary by the Department Head concerned and the Union and the Employer having agreed upon a list of names of employees to receive rubber boots with the knee-length or hip rubber boots, such boots to be stored in the employee's locker.

(b) The above clothing must not be used for other than work for the Employer and shall be a reasonable fit for the employees concerned. Renewal will be made only on the return of the worn-out article to the Employer.

The Employer will provide to full-time employees in the Parks Division, one (1) pair of winter boots of a style determined by the Employer. Such boots shall be replaced as needed upon return of the previous issue and the maximum issue of boots is one (1) pair every twenty-four (24) months.

ARTICLE A-4 - HOURS OF WORK

A-4.01 The regular work week of employees shall be forty (40) hours per week consisting of five (5) days of eight (8) hours each from Monday to Friday.

The normal daily shifts in each division are as follows:

Parks

07:00 a.m. to 3:30 p.m. with a 30 minute unpaid lunch period

Water and Wastewater

07:00 a.m. to 3:30 p.m. with a 30 minute unpaid lunch period

A-4.01 Continued

Fleet

07:00 a.m. to 3:30 p.m. with a 30 minute unpaid lunch period

Public Works

07:00 a.m. to 3:30 p.m. with a 30 minute unpaid lunch period

A-4.02 Operational needs may require additional shifts.

11:00 p.m. to 7:30 a.m. with a 30 minute unpaid meal period

3:00 p.m. to 11:30 p.m. with a 30 minute unpaid meal period

Shift hours may vary to meet operational needs including paid or reduced meal periods by mutual agreement of the parties to this agreement.

A-4.03 Refuse collection shall operate on a four (4) day week, Monday, Tuesday, Thursday and Friday, with regular hours of work on these days from 4:00 a.m. until 2:00 p.m. Employees in this section will work each day until their respective collection routes are completed, unless otherwise required by the Employer, and overtime in this section will be paid for after regular shift of 10 hours in any day has been worked.

The above hours will be considered regular working hours for any relief shift working in this section.

Employees in this section will not be required to work on Recognized Holidays except where two (2) holidays fall on two (2) consecutive working days, in which case the Employer may require employees to work on one (1) of either days.

A-4.04 Employer Notified

Any employee, who, because of illness or injury is unable to report to work, must notify their division a minimum of thirty (30) minutes prior to their start time (if able to do so) and according to the divisional procedure for reporting absences.

ARTICLE A-5 - PREMIUM PAY

A-5.01 The payroll week shall be Saturday 12:00 a.m. to the following Friday midnight.

A-5.02 An employee's work day shall be a 24-hour calendar day from twelve (12) midnight to the following twelve (12) midnight.

A-5.03 Time-and-one-half shall be paid for all hours worked in excess of eight (8) straight time hours in any one work day, Monday to Saturday inclusive, or for all hours worked in excess of forty (40) hours in any one payroll week.

A-5.04 Double time shall be paid for all hours worked on Sunday or on a Recognized Holiday, the latter in addition to any eligible Recognized Holiday Pay.

A-5.05 A swing shift is a shift scheduled during hours other than the normal shift hours 7:00 a.m. to 4:00 p.m. Swing shift schedules are set out in Paragraph 19.01 herein. Time-and-one-half shall be paid for any normal or swing shift that commences in the same calendar day that a prior normal or swing shift has commenced. Whenever an employee's regularly scheduled working hours are changed (i.e., a change from one shift to another) between Monday and Friday inclusive, the employee shall be paid at time-and-one-half for the new shift unless notice of the change is given at least eight (8) hours prior to the change.

Time-and-one-half shall be paid for any change in schedule of a first swing or normal shift commencing Sunday evening unless twelve (12) hours' notice is given prior to the first shift of that new week.

A 5.06 When an employee is called out to work at other than their scheduled shift start time, they will be guaranteed a minimum of two (2) hours pay at the applicable overtime rate for all hours worked on that call-out.

In conjunction with Article 2.01 of this Agreement, employees are expected to report to work within thirty (30) minutes from the time of the call.

A-5.07 When it is necessary to call employees from home for overtime work, the order of distribution of the over-time work will be done according to the overtime procedure for each division. The overtime procedure will be developed in consultation with the Union and any changes to the procedure will be by mutual agreement with the Union beforehand.

Appendix I-A of this Appendix outlines the Call-In Procedure for Public Works Employees.

A. 5.08 When an employee is called from home and is not provided with transportation, the employee will be allowed one-half hour reporting time and one-half hour returning time. Such reporting time will not exceed one hour per work day and shall be paid at overtime rates

A-5.09 A bonus of one dollar and fifty cents (\$1.50) per hour worked shall be paid for all shift hours other than the day shift. Such shift bonus will not be paid when an overtime rate is paid.

A-5.10 All employees shall receive a fifteen (15) minute break during the first half of any shift at a time designated by the supervisor concerned. In the event any employee is found to have extended the break period, he shall be penalized at least one-half hour' pay.

A-5.11 **Overtime Meal Allowance**

An employee required to work three (3) approved consecutive hours immediately following their regular hours of work, shall be reimbursed effective January 1, 2022 – Fourteen dollars (\$14.00). Effective January 1, 2023 – Fifteen dollars (\$15.00).

An employee shall be paid an additional meal allowance in the same amount for each additional and consecutive five (5) hours worked.

A-5.12 **Lieu Banks**

Employees may elect, at their option, to take time off in lieu of overtime pay. Such time off shall be at the rate earned.

Employees must request this option immediately after the overtime is worked and the Employer reserves the right to schedule this time off giving consideration to the employee' preference where possible.

Employees will not be allowed to request lieu time if their lieu time bank is greater than forty (40) hours at any time. Lieu banks can be credited to maintain the maximum of forty (40) hours on an ongoing basis.

When a Department Director or designate requests that an employee take time off in lieu of overtime pay and the employee agrees then time off shall be at the applicable rate earned.

An employee may request payment of all/part of their lieu time bank once per calendar year.

No more than twenty-four (24) hours can be carried over into the next calendar year. Any balance, exceeding twenty-four (24) hours on December 31st of the year the Lieu Time was earned, will be paid out.

A-5.13 **Standby Pay**

Employees required by the Employer to be on standby will be paid two hundred and fifty dollars (\$250.00) per week of standby.

Employees required to be on standby for a weekend, including any Statutory or Recognized Holiday and is consecutive to the weekend will be paid one hundred and fifteen dollars (\$115.00) for the period of standby.

Employees required by the employer to be on standby for twenty-four (24) hours or less will be paid eighty dollars (\$80.00).

A-5.13 Continued

Any current employee assigned to Water Treatment or Water Distribution, and who is required to be on standby specific to and limited to water treatment/water distribution trouble calls, can utilize a City vehicle, while on standby, for personal transportation but not personal use and such arrangement is consistent with a no more than thirty (30) minute response time.

ARTICLE A-6 - GENERAL

A-6.01 New Equipment

The Employer will meet with the Union within thirty (30) days of the arrival of new equipment not classified in Article A-7 (Schedule A) to negotiate an appropriate hourly rate. Where a disagreement results, the matter shall be subject to the grievance procedure.

A-6.02 New Employees

New employees hired for Operator I, Operator 2 or Fleet Technician shall receive 5% less than the rate listed in Schedule A for a period of probation not to exceed three (3) months total.

NOTE: This does not apply to regular employees who are promoted to Operator I, Operator 2 or Fleet Technician, only to employees hired from outside the Corporation.

A-6.03 The Employer shall inaugurate and maintain a training program so that employees shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

A-6.04 If a temporary position in a full-time classification identified in Article A-7 (Schedule A) becomes open and is expected to exceed forty (40) working days, the Employer agrees to offer this position to regular full-time employees if the position is not filled according to Article 8.05(b). The successful candidate will be the most senior applicant who has the ability to do the job. At the end of the temporary assignment the candidate will return to their regular full-time classification and rate of pay. Article 9.04(a) and 9.04(b) of the collective agreement will not apply.

A-6.05 Where there is insufficient work in a classification listed in Article A-7 (Schedule of Wage Rates) to retain an employee in such classification and work is available in the Employer's Arenas, the arena work will be offered on a volunteer basis, seniority under this Agreement to govern. If there are insufficient volunteers, the least senior employee(s) will be assigned to the arena work.

ARTICLE A-7 - WAGE RATES

A-7.01 The Employer agrees to pay the hourly rates as set down in the following "Schedule A" according to the classification, within the Division, of each employee. Such payment shall be by direct deposit to a financial institution of the employee's choice.

A-7.01 Wage Rates Continued

	April 1, 2021	April 1, 2022	April 1, 2023
Division - Public Works/Parks			
Classification			
Parks Technician/Sub Foreman	\$34.17	\$34.82	\$35.43
Operator I	\$29.71	\$30.27	\$30.84
Operator II	\$26.75	\$27.26	\$27.74
Operator III	\$23.78	\$24.23	\$24.65
Operator Trainee	\$22.29	\$22.71	\$23.13
Labourer	\$19.59	\$19.96	\$20.31
Division – Fleet			
Classification			
Fleet Technician I	\$34.06	\$34.71	\$35.35
Division – Support Services			
Classification			
Public Works/Parks Inspector	\$29.71	\$30.27	\$30.83
Division – Water & Wastewater			
Classification			
Assistant Chief Operator	\$39.17	\$39.91	\$40.65
Electrician/Instrumentation/Relief Operator II	\$38.49	\$39.22	\$39.91
Electrician/Instrumentation/Relief Operator I	\$29.98	\$30.55	\$31.08
Maintenance Mechanic/Relief Operator	\$36.45	\$37.14	\$37.79
Operator – Mechanic II	\$36.45	\$37.14	\$37.79
Operator – Mechanic I	\$35.08	\$35.75	\$36.38
Operator – Instrumentation II	\$36.45	\$37.14	\$37.79
Operator – Instrumentation I	\$35.08	\$35.75	\$36.38
MTC Mechanic II	\$34.06	\$34.71	\$35.35
Division – Water Systems			
Classification			
Class III Operator	\$34.06	\$34.71	\$35.35
Class II Operator	\$30.65	\$31.23	\$31.78
Class I Operator	\$27.25	\$27.77	\$28.25
Operator Trainee (OIT)	\$25.55	\$26.04	\$26.52

A-7.01 Wage Rates Continued

Division – Wastewater Systems	April 1, 2021	April 1, 2022	April 1, 2023
Classification			
Subforeman	\$35.76	\$38.18	\$38.87
Class III Operator	\$34.06	\$34.71	\$35.35
Class II Operator	\$30.65	\$31.23	\$31.78
Class I Operator	\$27.25	\$27.77	\$28.25
Operator Trainee (OIT)	\$25.55	\$26.04	\$26.52
Premium Pay			
Lead Hand (Part-time) (applicable to all Divisions)	\$0.75	\$0.75	\$0.75

Specialized Equipment that can be operated by any qualified employee in any classification:

(Boat, Sea Doo, Mule, Mowers)

All Operator positions require a “D” License with “Z” Endorsement

For Winter Operations, Temporary/Seasonal Labourer’s will be scheduled on shifts in accordance with Articles A-4.01 and A-4.02. All carryover overtime will be offered in order of seniority.

NOTE:

1. Employees classified as Operator II who become and remain qualified on all Operator II jobs will be promoted to Operator I.
2. Any Operator II assigned to the standby schedule will be classified as an Operator I for this period.
3. Where there are two or more different relevant jobs in any wage grade, it is the employer’s responsibility to provide training to employees, in that wage grade on all jobs, and it is the employee’ responsibility to learn such jobs to the best of their ability to qualify for the job rate.
4. Employees in Public Works must progress to Operator I by having the demonstrated ability to operate the identified equipment in the classification and competently perform assigned duties.
5. The Employer defers on general economic increases.
6. When the current Public Works/Parks Inspector leaves this position, it will be removed from the Outside Bargaining Unit and a unionized position which includes locating duties will be created in the inside unit in the Engineering & Infrastructure department.

A-7.02 The Employer agrees not to reduce the established hourly wage rates in the above schedules during the term of this Appendix.

A-7.03 When an employee is promoted or posted through the posting procedure, the employee shall maintain their rate of pay at all times in accordance with such classification to which they have been promoted or posted. When an employee is relieving in a position of higher rate for a period of one hour or more, the employee shall receive the rate of pay for the classification in which the employee is relieving, for the full period the employee is so employed.

A-7.04 The Employer agrees that while temporary employees under Appendix II are in the employment of the Employer, there will be no layoff of employees covered by Appendix A.

A-7.05 (a) Employees of the Water and Wastewater Division must possess the required certification in either water treatment or water distribution or wastewater treatment or wastewater collection for the classification and have demonstrated competence in performing the required duties before progressing to the next classification. All employees must progress to obtain the certification level III. Employees in Level Four (4) facilities shall attempt to obtain the Level Four (4) certification.

(b) Employees who possess the required certification for the classification they hold and successfully pass the certification examination(s) for the next classification in the division progression shall receive 50% of the difference in wage rates between the respective progression classifications.

A-7.06 **Certification Premium**

The following premiums will apply for employees hired on/before January 1, 2012 and who hold multiple certification levels (water treatment, wastewater treatment, water distribution, wastewater collection) in and required by the division in which they are employed. This premium shall not apply if the incumbent's hourly rate exceeds the hourly rate for their classification identified in Schedule A-7.01.

Premiums shall be applied to the employee's regular hourly rate identified in Article A-7.01 and paid on all regular and premium hours worked.

Certification Level	Water Treatment	Wastewater Treatment	Water Distribution	Wastewater Collection
III	\$0.25	\$0.25	\$0.25	\$0.25
II	\$0.20	\$0.20	\$0.20	\$0.20
I	\$0.15	\$0.15	\$0.15	\$0.15

A-7.07 Any Operator employed by the Corporation as of April 1, 2003, shall not be reduced in classification as the result of the Schedule A being amended effective April 1, 2003.

A-7.08 Any Operator hired on/before January 1, 1994 can progress to Operator I classification without the prerequisite certification provided that they make an effort to secure such certification during their employment with the Corporation.

A-7.09 Employees classified as Operator III in the Wastewater Division who successfully obtain their Level IV certification in Wastewater Treatment shall have their hourly rate of pay adjusted by an amount equal to three (3) percent of their regular hourly rate.

ARTICLE A-8 - CONTRACTING OUT

A 8.01 No employee with three (3) or more years' service with the Employer shall be laid off due to the Employer contracting out work that is being performed as of May 11, 1979, by regular employees.

APPENDIX I-A
Call In Overtime Distribution in the Public Works Division

In addition to Article A-5.07 of this Appendix A, both parties agree to the following call-in overtime distribution procedure as it applies to the Public Works Division only.

When it is necessary to call in employees and qualified employees are not available on the site/job either at straight time or premium time rates, then the following procedure will apply:

1. **Call-In Overtime for Non-Winter Works Activities**

First Employees on Standby

Second Qualified employees according to seniority

2. **Call-In Overtime for Winter Works Activities**

First Employees on Standby

Second Qualified employees from Winter Control schedules according to Public Works Procedure

Third Qualified employees according to seniority

APPENDIX II-A Temporary Employees and Students

It is agreed that from time to time, the Employer has a need to employ temporary employees and students. In order to clarify their use and entitlements, the following is agreed by both parties to this Collective Agreement.

1. Temporary employees and students are not regular full-time employees while employed during their temporary period.
2. The Employer will inform the Union when they employ temporary employees and students.
3. Temporary employees and students will be restricted to temporary work periods of six (6) consecutive months at a time, save and except when replacing a full-time employee who is absent on an approved leave.
4. Temporary employees and students will be covered under the following terms of the current Appendix A only:
 - 5.02 (Union Dues)
 - 5.03 (T4's)
 - 14.01 (Recognized Holidays) excluding the Floating Day and Remembrance Day
 - A-3.02 Safety Boots (Students)
 - A-3.02 Safety Boots (Temporary Employees)
5. The Employer agrees that while temporary employees and students are in the employment of the Employer, there will be no layoff of full-time employees covered by Appendix A and B.
6. Temporary employees and students will receive overtime pay at a rate of one-and-one-half times the hourly rate for all hours worked in excess of eighty (80) hours in a bi-weekly pay period.
7. Temporary employees and Students who are scheduled to work on a Recognized Holiday and work on such day shall be paid at the rate of double time (2X) for all such hours worked.
8. The rates of hourly pay for students is:

Students:

The applicable minimum wage as per the *Employment Standards Act*.

Temporary:

Temporary employees will receive the applicable rate of pay for the position they are hired for. All temporary (seasonal) employees hired in Parks and Recreation will be classified as Labourer's unless specifically hired into another classification.

APPENDIX III-A
Hours of Work-Water and Wastewater Treatment Division

Both parties agree to the following changes to the Appendix A as is necessary for the shift schedules at the Water and Wastewater Plants and agree that these changes only apply to employees at the Water and Wastewater Plants.

HOURS OF WORK

- (1) Employees shall work a schedule consisting of five (5) consecutive eight (8) hour days each with a 30-minute unpaid lunch period. Hours of work for each day shall be 07:00 a.m. to 3:30 p.m.
- (2) In the event of an operational project or maintenance activity that requires employee overage for more than a twenty-four (24) hour period, the employer has the right to institute twelve (12) hour shifts for the period of time not to exceed seven (7) working days subject to the following:
 - (a) If less than twelve (12) hours' notice is given to the affected employees from the start time of the new shift, overtime at the rate of time and one-half (1½X) shall be paid for all hours worked on the first twelve (12) hour shift.
 - (b) A recognized holiday shall be recognized as twelve (12) hours. Employees working on a recognized holiday shall receive, in addition to eight (8) hours holiday pay at straight time, overtime at double time for all hours so worked. The recognized holiday, for the purpose of this article shall be 7:00 a.m. to 7:00 a.m.
 - (c) Overtime incurred before or after the regular scheduled shift shall be double time.
 - (d) Overtime shall be paid on all regular hours (non-overtime) worked in excess of forty (40) hours in a payroll week. Such overtime shall be at the rate of time and one-half.

PREMIUM PAY

- (1) Time and one-half shall be paid for all hours worked in excess of eight (8) straight time hours in any one work day, or for all hours worked in excess of forty (40) hours in any one (1) payroll week.
- (2) Double time shall be paid for all hours worked on a Recognized Holiday which is payable in addition to any eligible Recognized Holiday Pay.

- (3) An allowance of One Dollar and Eighty Cents (\$1.80) per hour worked shall be paid for all regular hours worked between 7:00 a.m. Saturday and 7:00 a.m. Monday. This premium not in addition to other shift premiums and shall not be paid when an overtime rate is paid.

It is agreed that all other Articles in the Appendix A and Collective Agreement remain unamended and apply to employees in the Water and Wastewater Treatment Division.

APPENDIX IV-A
Overall Responsible Operator (ORO)

Premium (Water and Wastewater Treatment Division
Including Trunk Water Distribution System)

Both parties to the Collective Agreement (Appendix A) agree to the following terms and conditions as they apply to the creation of and payment of an ORO premium in the Water and Wastewater Treatment Division.

1. Effective March 1, 2007 an ORO premium shall be established.
2. This premium shall be \$3.00/hour.
3. When the employer designates an employee to be an ORO for a period of time in excess of one (1) hour (minimum license one (1) class below the class of the facility), then the employee shall receive the ORO premium on all hours designated in that capacity. No additional premium shall be paid if an employee is designated ORO for more than one system or facility.
4. The ORO premium shall be paid when an overtime rate is paid and also shall apply when any other premium applies. The overtime rate shall be established based on the regular hourly rate and the overall responsible operator shall be added to the overtime rate.
5. The lead hand premium identified in Article A-7 of Appendix A of the Collective Agreement shall not apply when the overall responsible operator premium is paid.

LETTER OF UNDERSTANDING A-1
Hours of Work-Water and Wastewater Treatment Division

Between
Corporation of the City of Brockville
And
The Canadian Union of Public Employees and it Local 115

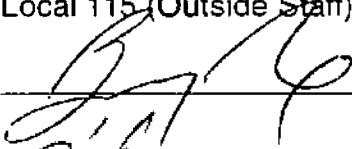
Both parties to the Appendix A of the Collective Agreement agree to the following terms and conditions as they apply to the hours of work at the Water and Wastewater Plants.

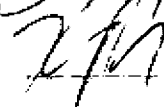
1. Both parties agree that the shift schedules in place in the Water Treatment and Wastewater Treatment Plants effective April 1, 2003, shall remain in effect until December 31, 2003.
2. Effective January 1, 2004, the shift schedules for both Treatment Plants will be ones that consist of eight (8) hour straight time shifts that provide weekend coverage at straight time.
3. Any change to the current shift schedule in effect as of the date of signing this Letter of Understanding, shall be by mutual agreement between the Employer and the Employee (s) in the affected shift rotation. If an agreement cannot be reached than an agreement must be reached with the Employer and the Union.
4. The Employer can, if necessary, revert to a five (5) day eight (8) hour shift as identified in Appendix III and clarified by the CUPE Local 115 grievance.
5. The parties agree to meet upon request of either party, to discuss alternate shift arrangements.


Signed this 20th Day of May 2022

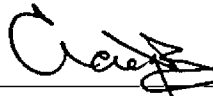
Canadian Union of Public Employees
Local 115 (Outside Staff)


Corporation of the City of Brockville














**LETTER OF UNDERSTANDING A-2
On Call Schedule Water/Wastewater Treatment Plants**

**Between
Corporation of the City of Brockville
And
The Canadian Union of Public Employees and it Local 115**

On call schedules will be drafted and posted for the calendar year, January to December.

Staff will have the option of trading or switching shifts and notify management of any changes. It is understood that staff will be compensated at straight time and not overtime.

Open shifts will be offered in seniority order.


Should a shift remain vacant, it will be assigned in reverse seniority order, based on operational availability.

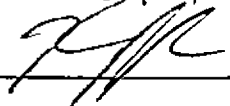
If the shift change is less than fourteen (14) days from the scheduled shift, the weekend coverage will be paid at overtime rates.

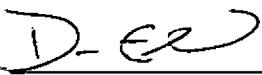
Signed this 20th Day of May 2022


Canadian Union of Public Employees
Local 115 (Outside Staff)


Corporation of the City of Brockville

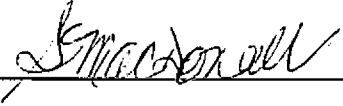












**LETTER OF UNDERSTANDING A-3
Uniforms**

**Between
Corporation of the City of Brockville
And
The Canadian Union of Public Employees and its Local 115**


- 1) Where the Employer wishes to strike a committee to participate in uniform selection for the purposes of purchasing items in bulk. The committee will be comprised of both union and non-union employees. Job functions and safety requirements will be taken into consideration for uniform selection.
- 2) Replacement items will be provided as required with approval by the employee's employer.
- 3) Taxes, logos, branding and any other associated expenses will be borne by the employer.
- 4) In addition, the employer will supply personal protective equipment (PPE) for employees that is suitable to the work being performed. Employees have the responsibility to maintain the PPE in good working condition and wear it whenever it is required.


Clothing allowance - Effective January 1, 2022 - two hundred and seventy-five dollars (\$275.00). Effective January 1, 2024 - three hundred dollars (\$300.00).


Signed this 20th Day of May 2022


Canadian Union of Public Employees
Local 115 (Outside Staff)

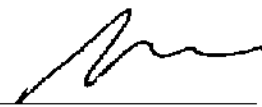
Corporation of the City of Brockville

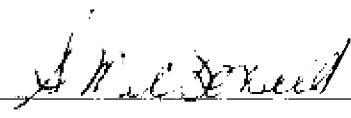












APPENDIX B

THIS APPENDIX COVERS THE ARENA JURISDICTIONAL GROUP AS SET OUT BELOW:

Article B-1	Purpose and Coverage
Article B-2	Hours of Work
Article B-3	Premium Pay
Article B-4	General
Article B-5	Clothing/Footwear Allowance
Article B-6	Wages
Appendix I-B	Temporary Employees
LOU – B-1	Uniforms

ARTICLE B-1 - PURPOSE AND COVERAGE

- B-1.01 The purpose of this Appendix is to maintain a harmonious relationship between the employer and its employees and to provide a method of settling any differences or grievances which might arise.
- B-1.02 Both parties recognize that Appendix B and the provisions contained therein apply only to the specific jurisdictional group which is set out in the Appendix.
- B-1.03 The employer recognizes CUPE Local 115 as the sole bargaining agent for employees covered in Appendix B and in classifications identified in Article B-6.
- B-1.04 All employees covered by this Appendix shall become members of the Union within thirty (30) days of the date of their employment with the Employer.

ARTICLE B-2 - HOURS OF WORK

B 2.01 Facilities Operators

Normally, this is a shift operation averaging forty (40) hours per week to meet the needs of the arenas. The Employer may vary the hours to be worked in each day and will establish a shift schedule which may include the use of part-time staff not covered by this Agreement.

- B-2.02 The payroll week will be from 12:01 a.m. Saturday to 12:00 p.m. the following Friday.
- B-2.03 In the event a regular employee is unable to report for work and the employer has a need to fill such shift, the shift will first be offered to other regular employees by seniority among available employees. If other regular employees are not available, the shift maybe covered by a part-time employee.
- B-2.04 Employees who are unable to report for work as scheduled will endeavor to advise management three (3) hours in advance of their scheduled starting time in order that a replacement can be made.
- B-205 All references contained in the Appendix, to days, weeks or months, etc. shall be converted to hours and one (1) day shall equal eight (8) hours.

For the specific purpose of calculating regular holiday pay (excludes premium pay or holiday pay when working on a recognized holiday), straight time holiday pay for a scheduled but not worked recognized holiday shall be the number of hours scheduled to work for that holiday.

B-2.06 Employer Notified

Any employee, who, because of illness or injury, is unable to report to work, must notify Arena and Facilities Supervisor or designate not later than one half hour before the time the employee was to commence work when an employee is working on eight (8) hour shift operation.

When the shift operation involves shifts longer than eight (8) hours, Article B-2.04 applies for notice requirements.

B-2.07 After shifts are posted they can only be changed by mutual agreement between the Employer and the Employee. If an agreement cannot be reached, then an agreement must be reached between the Employer and the Union.

B-2.08 Facilities Technician

The normal work week for Facilities Technicians shall be forty (40) hours per week, 7:30 a.m. to 4:00 p.m., inclusive of a half (1/2) hour unpaid lunch break, Monday to Friday.

B-2.09 The payroll week will be from 12:01 a.m. Saturday to 12:00 p.m. the following Friday.

B-2.10 Employer Notified

A Facilities Technician, who, because of illness or injury, is unable to report to work, shall endeavor to notify the Arena and Facilities Supervisor or designate not later than one (1) half hour before the time the employee was to commence work.

ARTICLE B-3 - PREMIUM PAY

B-3.01 (a) Facility Operators

An overtime rate of time-and-one-half will be paid for hours worked in excess of eight (8) consecutive hours per shift and for hours worked on a consecutive sixth shift. Double time shall be paid for a seventh shift in a payroll week.

(b) Facilities Technician

An overtime rate of time-and-one-half (1½X) will be paid for hours worked in excess of eight (8) consecutive hours per shift and on Saturday. Double time (2X) shall be paid for all hours worked on Sunday.

- B-3.02 When an employee reports for work at their regular starting time, without previously being advised not to do so, they will be guaranteed three (3) hours pay at straight time rate whether or not they are required to perform three (3) hours work.

When an employee receives less than forty-eight (48) hours' notice of the cancellation of their scheduled day of work the employee shall receive payment in accordance with the *Employment Standards Act*.

- B-3.03 An allowance of One Dollar and Twenty-Five cents (\$1.25) per hour worked shall be paid for all regular hours worked between 4:00 p.m. and 8:00 a.m., such shift allowance will not be paid when an overtime rate is paid.

An allowance of One Dollar and Eighty Cents (\$1.80) per hour worked shall be paid for all regular hours worked between 8:00 a.m. Saturday and 8:00 a.m. Monday. This premium not in addition to other shift premiums and shall not be paid when an overtime rate is paid

The premiums listed above are not applicable to the Facilities Technician position.

- B-3.04 When an employee is called in for work at other than their regular shift starting time and reports as requested, he will be guaranteed three (3) hours' pay at the appropriate rate, whether or not he is required to perform three (3) hours work.

B-3.05 **Meal Allowance**

An employee required to work three (3) hours or more immediately preceding or immediately following their shift, shall be reimbursed effective January 1, 2022 – Fourteen dollars (\$14.00). Effective January 1, 2023 Fifteen dollars (\$15.00).

An employee shall be paid an additional meal allowance in the same amount for each additional and consecutive five (5) hours worked.

- B-3.06 When an employee works on any of the Holidays named in Article 14.01, double time shall be paid for all hours worked in addition to the straight time recognized holiday pay.

- B-3.07 Employees may elect, at their option, to take time off in lieu of overtime pay. Such time off shall be at the applicable rate earned.

Employees must request this option immediately after the overtime is worked and the employer reserves the right to schedule this time off giving consideration to the employee' preference where possible.

B-3.07 Continued

When a Department Head or designate requests that an employee take time off in lieu of overtime pay and the employee agrees then time off shall be at the applicable rate earned.

An employee may request payment of all/part of their lieu time bank once per calendar year.

- B-3.08 Time-and-one-half shall be paid for any normal or swing shift that commences in the same calendar day that a prior normal or swing shift has commenced. Whenever an employee' regularly scheduled working hours are changed (e.g., a change from one shift to another) between Monday and Friday inclusive, he shall be paid at time-and-one-half for the new shift unless notice of the change is given at least twelve (12) hours prior to the change.

ARTICLE B-4 - GENERAL

- B-4.01 For the terms of this Appendix, the Employer agrees that no employee covered by this Appendix will be laid off as a result of the Employer contracting out work normally performed by the employees as of the date of this Appendix.

- B-4.02 Any employee directed by supervision to use their personal vehicle for City business shall be reimbursed according to the Employer's Vehicle Allowance Policy.

ARTICLE B-5 - CLOTHING/FOOTWEAR ALLOWANCE

B-5.01 Gloves

The Employer shall supply to Facility Technicians one (1) pair of Mechanic's gloves per calendar year. The Employer will replace any lost, damaged or worn out gloves at their cost.

B-5.02 Certificate/License Reimbursement

When the Facilities Technician holds a valid trade certificate or license that is utilized in the role of Facilities Technician, the Employer will reimburse the employee the cost of the valid trade certificate or license fees required to maintain such certificate or license.

ARTICLE B-6 - WAGE RATE-HOURLY

B-6.01 Facilities Operators

Classification	April 1, 2021	April 1, 2022	April 1, 2023
Sub-Foreman	\$34.19	\$34.84	\$35.48
Facilities Technician	\$34.17	\$34.82	\$35.46
Group I (Certified)			
Minimum	\$19.22	\$19.59	\$19.95
Interim	\$21.53	\$21.94	\$22.35
Maximum	\$27.00	\$27.52	\$28.03
Group II (Uncertified)			
Minimum	\$17.41	\$17.74	\$18.07
Interim	\$19.57	\$19.94	\$20.31
Maximum	\$22.91	\$23.35	\$23.78
Assistant Facility Operator			
Minimum	\$15.98	\$16.29	\$16.59
Interim	\$18.10	\$18.45	\$18.79
Maximum	\$20.22	\$20.60	\$20.98

Payment of the above shall be by direct deposit to a financial institution of the employee's choice.

NOTE:

1. Any Facilities Operator qualifies for Group I who has attained the Certified Ice Technician Certificate.
2. Progression through the Grades shall be attained through an acceptable performance review at six-month intervals.
3. Employees hired after January 1, 1993 into the Group II classification will be required to progress to Group I classification within thirty-six (36) months from the date of hire. If the employee is unsuccessful, a further six (6) month period will be allowed for the employee, at their cost, to secure the required certification.

Failure to secure the required certification during the six (6) month extension will result in termination.

B-6.02 When employed as a Lead hand, a Facility Operator shall be paid a premium of seventy-five cents (\$0.75) per hour for all hours so worked.

APPENDIX I-B Temporary Employees

It is agreed that from time to time, the Employer has a need to employ temporary employees. In order to clarify their use and entitlements, the following is agreed by both parties to this Collective Agreement. It is further agreed that Group II (Uncertified) Operators are inclusive of Appendix I-B as members of the Bargaining Unit.

1. Temporary employees are not regular full-time employees while employed during their temporary period.
2. The Employer will inform the Union when they employ temporary Employees.
3. Temporary employees will be restricted to temporary work periods of six (6) consecutive months at a time save and except when replacing a full-time employee who is absent on an approved leave.
4. Temporary employees will be covered under the following terms of the current Appendix A only:
 - 5.02 (Union Dues)
 - 5.03 (T4's)
 - 14.01 (Recognized Holidays) excluding the Floating Day and Remembrance Day
 - A-3.02 Safety Boots (Temporary Employees)
5. The Employer agrees that while temporary employees are in the employment of the Employer, there will be no layoff of full-time employees covered by Appendix A or Appendix B.
6. Temporary employees will receive overtime pay at a rate of one-and-one-half times the hourly rate for all hours worked in excess of eighty (80) hours in a bi-weekly pay period.
7. Temporary employees who are scheduled to work on a Recognized Holiday and work on such day shall be paid at the rate of double time (2X) for all such hours worked.
8. Temporary employees will receive the applicable rate of pay for the position they are hired for.

Classification	01-APR-2021	01-APR-2022	01-APR-2023
Group II (Uncertified)			
Season 1	\$17.34	\$17.67	\$17.99
Season 2	\$19.49	\$19.86	\$20.22
Season 3 & beyond	\$22.82	\$23.26	\$23.69

**LETTER OF UNDERSTANDING B-1
Uniforms**

**Between
Corporation of the City of Brockville
And
The Canadian Union of Public Employees and its Local 115**

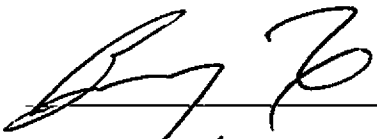
- 1) Where the Employer wishes to strike a committee to participate in uniform selection for the purposes of purchasing items in bulk. The committee will be comprised of both union and non-union employees. Job functions and safety requirements will be taken into consideration for uniform selection.
- 2) Replacement items will be provided as required with approval by the employee's employer.
- 3) Taxes, logos, branding and any other associated expenses will be borne by the employer.
- 4) In addition, the employer will supply personal protective equipment (PPE) for employees that is suitable to the work being performed. Employees have the responsibility to maintain the PPE in good working condition and wear it whenever it is required.


Clothing allowance - Effective January 1, 2022 - two hundred and seventy-five dollars (\$275.00) . Effective January 1, 2024 three hundred dollars (\$300.00).


Signed this 20th Day of May 2022

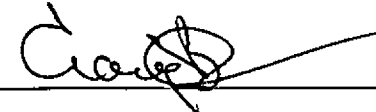
Canadian Union of Public Employees
Local 115 (Outside Staff)


Corporation of the City of Brockville

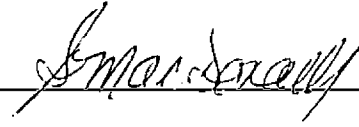












APPENDIX C

THIS APPENDIX COVERS THE TRANSIT JURISDICTIONAL GROUP AS SET OUT BELOW:

Article C-1	Coverage and Purpose
Article C-2	Hours of Work
Article C-3	Premium Pay
Article C-4	Wage Rates
LOU C-1	Assignment of Shifts
LOU C-2	Contracting out of Transit Services

ARTICLE C-1 - COVERAGE AND PURPOSE

- C-1.01 The purpose of this Appendix is to maintain a harmonious relationship between the employer and its employees and to provide a method of settling any differences or grievances which might arise.
- C-1.02 Both parties recognize that Appendix C and the provisions contained therein apply only to the specific jurisdictional group which is set out in the Appendix.
- C-1.03 The employer recognizes CUPE Local 115 as the sole bargaining agent for employees covered in Appendix C.
- C 1.04 All employees covered by this Appendix shall become members of the Union within thirty (30) days of the date of their employment with the Employer.

ARTICLE C-2 - HOURS OF WORK

- C-2.01 The regular working week shall be approximately forty (40) hours per week, more or less, to meet the needs of the operating schedule. The Employer may vary the hours to be worked in each day. The Employer will post the working schedule about one month in advance and employees will be advised as soon as possible of any changes affecting them.
- C-2.02 When qualified casual part-time employees are not available, regular Bus Drivers will be offered extra hours of work which will be paid at their rate of time-and-one-half for hours worked in excess of forty (40) hours in any payroll week, Saturday to Friday.
- C 2.03 Employees may elect, at their option, to take time off in lieu of overtime pay. Such time off shall be at the rate of time-and-one-half.

Employees must request this option immediately after the overtime is worked and the Employer reserves the right to schedule this time off giving consideration to the employee' preference where possible.

When a Department Head or designate requests that an employee take time off in lieu of overtime pay and the employee agrees then time off shall be at the applicable rate earned.

C-2.04 Employer Notified

Any employee who, because of illness or injury is unable to report to work, must notify the Transit Supervisor, **or designate** not later than one (1) hour prior to the time that the employee was to commence work.

C-2.05 Any employee who reports for work at their regular starting time, and has not been instructed in advance by the Employer not to do so, shall be guaranteed at straight time, as a minimum, three (3) hours of work or, at the Employer's discretion, three (3) hours of pay.

ARTICLE C-3 - PREMIUM PAY

C-3.01 Hours worked in excess of forty (40) per week, Saturday to Friday (payroll week), shall be paid at the rate of time-and-one-half.

C-3.02 An allowance of One Dollar and Twenty-Five cents (\$1.25) per hour worked shall be paid for all regular hours worked on shifts commencing between 4:00 p.m. and 6:00 a.m., such shift allowance will not be paid when an overtime rate is paid.

C-3.03 The payroll week shall be Saturday 12:01 a.m. to the following Friday midnight.

C-3.04 When an employee works on any holidays named in Article 14.01, double time shall be paid for all hours worked in addition to straight time Recognized Holiday Pay.

C-3.05 When an employee is required to work at other than their regularly scheduled shift, such work shall be paid at the rate of time-and-one-half.

ARTICLE C-4 - WAGE RATES

C-4.01 The Employer agrees to pay the hourly rates as set down in this Article:

Classification	01-APR-2021	01-APR-2022	01-APR-2023
Transit Drivers			
Bus Driver II	\$21.31	\$21.71	\$22.11
Bus Driver I	\$22.91	\$23.35	\$23.78
Senior Bus Driver	\$29.79	\$30.36	\$30.92

Such payment shall be by direct deposit to a financial institution of the employee's choice.

Bus Drivers will progress from Bus Driver II to Bus Driver I upon successful completion of their probationary period and upon recommendation of their immediate supervisor.

C-4.01 Continued

Senior Driver Classification

Upon the vacancy of current incumbent from the Senior Driver classification, this classification will be eliminated and replaced with a full-time Bus Driver position.

It is recognized that a responsibility of the Senior Driver is training of new Bus Drivers. Full-Time Bus Drivers will be compensated for all hours they are assigned to train new Bus Drivers with a training premium of five (\$5.00) per hour.

Reference to the Senior Driver will be removed from the next Collective Agreement.

- C-4.02 A City phone will be provided to the Senior Driver for City Business. It is the expectation that the Senior Driver will abide by all City Policies and applicable legislation regarding cellular devices.

**LETTER OF UNDERSTANDING C-1
Assignment of Shifts**

**Between
Corporation of the City of Brockville
And
The Canadian Union of Public Employees and its Local 115**

WHEREAS the operating hours of the Transit System are varied from day to day and,

WHEREAS all available operating hours are not worked by regular full-time Bus Drivers who are covered by Appendix C of the collective agreement between the Corporation and CUPE Local 115.

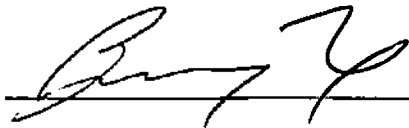
THEREFORE these parties agree:


1. The regular shift hours not worked by full-time Bus Drivers will be assigned by the Transit Division to other qualified Bus Drivers employed on a part-time basis, who are not covered by Appendix C between the parties;

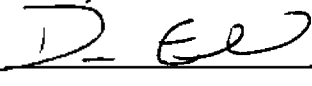
Signed this 20th Day of May 2022

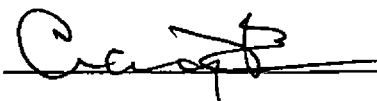
Canadian Union of Public Employees
Local 115 (Outside Staff)


Corporation of the City of Brockville

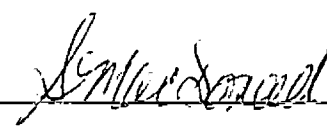












**LETTER OF UNDERSTANDING C-2
Contracting out of Transit Services**

**Between
Corporation of the City of Brockville
And
The Canadian Union of Public Employees and its Local 115**

Whereas the parties acknowledge there is no specific plans to contract out Transit Services as of the date of signing.

Whereas the City of Brockville has placed the Union on notice that they will be putting out a request for proposals for operating the current Transit Services.

Whereas the parties want to limit the impact of any potential contracting out of Transit Services (either in whole or in part) upon the employees.

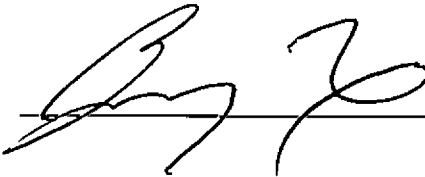
Therefore, the parties agree to the following:

- The Union shall receive at least ninety (90) days notice of any contracting out (either in whole or in part) prior to implementation.
- The Union and the Employer shall meet through the Labour Management committee within ten (10) working days of receiving notice. Financial disclosure shall be provided to the Union along with reasons for the contracting out. Discussions shall also include but not be limited to realignment of service and staff and its effect on employees in the bargaining unit.
- At the time of serving notice the Employer shall provide the Union with the procedure for the Union to request being placed on the agenda with City Council.
- The Employer shall request proposal options where all existing employees shall be made an offer of employment from the contractor.
- If a bumping process occurs it shall be as per the provisions of the collective agreement.
- Employees who accept a layoff shall lose all seniority and will be deemed to have voluntarily resigned when they have been laid off for a continuous period of more than two (2) years.


Signed this 20th Day of May 2022


Canadian Union of Public Employees
Local 115 (Outside Staff)

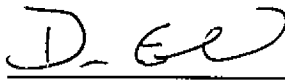
Corporation of the City of Brockville

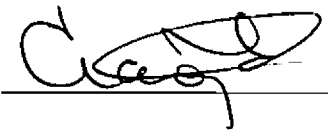












APPENDIX D

THIS APPENDIX COVERS THE PART-TIME TRANSIT JURISDICTIONAL GROUP AS SET OUT BELOW:

Article D-1	Coverage and Purpose
Article D-2	Recognition
Article D-3	Relationship
Article D-4	Management Functions
Article D-5	Representation
Article D-6	Seniority
Article D-7	Layoffs and Recalls
Article D-8	Bereavement Leave
Article D-9	Jury Duty
Article D-10	Maternity and Parental Leave
Article D-11	Designated Holidays
Article D-12	Vacation
Article D-13	Benefits
Article D-14	Wages
Article D-15	Health & Safety
LOU D-1	Contracting out of Transit Services

ARTICLE D-1 - COVERAGE AND PURPOSE

- D-1.01 The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and its Employees and to provide a method of settling any difference or grievances which might arise. This Agreement also is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement.
- D-1.02 Both parties recognize that Appendix D and the provisions contained therein apply only to the specific jurisdictional group which is set out in the appendix.
- D-1.03 The Employer recognizes CUPE Local 115 as the sole bargaining agent for the Employees covered in Appendix D.
- D-1.04 All Employees covered by this Appendix shall become members of the Union within thirty (30) days of the date of their employment with the Employer.
- D-1.05 It is understood that the only articles in the main agreement that applies to Appendix D are:
- Article 3 Grievance Procedure
 - Article 4 Arbitration
 - Article 5 Union Membership & Dues
 - Article 6 Strikes/Lockouts
 - Article 18 Duration

ARTICLE D-2 - RECOGNITION

- D-2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 115 as the sole and exclusive bargaining agent of all Part-time Transit employees of the Corporation of the City of Brockville in the County of Leeds, save and except Supervisors and employees above the rank of Supervisor.
- D-2.02 (a) The City agrees to develop a position description for the classification of Part-time Transit driver.
- (b) Where the duties of a Bargaining Unit position are significantly changed to the extent that the classification would change, the Union will be informed and shall be supplied with the revised job description.

- D-2.01 (c) When a new classification is to be created, the parties shall meet within ninety (90) days to negotiate the wage rate for the new classification. If no agreement is reached between the parties, the Employer will set the wage rate for the new classification.

Following this, either party may request that a mediator be appointed to assist the parties in resolving the disputed rate.

Failing agreement during mediation, the Employer-set-rate shall remain in force and the matter shall be referred to collective bargaining for final resolution. It is understood and agreed that the wage rate set for the classification may not be grieved and may not be referred to arbitration.

ARTICLE D-3 - RELATIONSHIP

- D-3.01 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

- D-3.02 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer.

- D-3.03 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.

- D-3.04 Where the singular is used throughout the Article within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable.

- D-3.05 **Bulletin Board**

The Employer will provide bulletin board space for the posting of CUPE Local 115 notices, provided all such notices are signed by a responsible officer of the Union and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld; every effort will be made within two (2) working days to process such requests.

It is understood that, notwithstanding the above, approval will not be required from the Employer for the posting of Union notices of general or executive meetings and social events which are not contrary to Corporation's policy and/or the Collective Agreement.

D-3.06 Correspondence

All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, and if so requested by the Union, to its President. In addition, all grievances related correspondence shall also be forwarded to the Steward. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union and President, and of any changes from time to time.

D-3.07 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.

D-3.08 Employee Information

In October of each year the Employer will forward in both written and electronic form to the Recording Secretary of the Union a list showing the names, home addresses, and phone number of employees and the information on any newly hired, or on leave, or terminated employee.

ARTICLE D-4 - MANAGEMENT FUNCTIONS

D-4.01 The Union recognizes and acknowledges that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) hire, retire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- c) The Union further recognizes the right of the Employer to operate and manage its business in all respect in accordance with its commitments and responsibilities. The Corporation is also acknowledged to have the right from time to time to make or alter rules or regulations which are deemed necessary for the safe continuous and efficient operation of services entrusted to its care provided that no such rule or regulation shall be inconsistent with the terms of this agreement.

D-4.02 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

ARTICLE D-5 - REPRESENTATION

D-5.01 The Union may elect or appoint not more than one (1) steward from among employees in the bargaining unit who have completed their probationary period, for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement.

A Chief Steward, local executive board member or designate may assist in the presentation of any grievance or with any Steward function.

D-5.02 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Employer.

D-5.03 The Employer will recognize a grievance committee which shall not exceed two (2) in number, one of whom shall be the Union President or designate and one of whom shall be the steward or CUPE Local 115 Chief Steward.

D-5.04 The Union shall keep the Employer notified in writing of the names of the Executive Members of the Bargaining Unit, current steward, and members of the grievance committee.

D-5.05 An employee shall have union representation present if the Employer intends to interview an employee for the purpose of discipline. If the interview is conducted outside their normal working hours, such time shall be compensated at their regular time.

D-5.06 In matters of discipline or discharge, an employee shall be given the reason in the presence of a Steward or Union official. Such employee shall, within seven (7) days be advised in writing of the reasons of such discipline or discharge with a copy to be sent to the Union President.

D-5.07 The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that there is no recurrence of disciplinary action within the twenty-four (24) month period.

D-5.08 Absence from Work for Stewards, Members of Committees and Union Officers

A Steward, member of a Committee or a Union Officer shall not leave their assigned duties without first obtaining permission from the appropriate supervisor as designated by the Employer. A Steward may be permitted to temporarily leave the workplace for investigating a grievance and related meetings with the Employer. A Steward, member of a Committee or Union Officer may be permitted to temporarily leave the workplace for meetings with the Employer. Permission will be subject to operational requirements but will not be unreasonably withheld.

- (i) The Steward, member of the Committee or Union Officer shall also advise the designated supervisor of the time that they expect to be absent from work and shall notify that designated supervisor if unable to return to work at the expected time. The Steward, member of Committee or Union Officer will also notify the designated supervisor when they return to work.
- (ii) Where a Steward, Committee Member or Union Officer is permitted to be temporarily absent from their regularly scheduled hours of work, they shall receive their regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside their regular hours of work unless agreed upon by the Employer.

D-5.09 Union-Management Committee

The Employer recognizes a union-management committee which shall consist of two (2) union members, one of whom is the President or designate. This committee shall deal with contract negotiations and any other matters of concern regarding, but not limited to, statutory responsibilities.

D-5.10 In the event of one party wishing to call a meeting of the Union-Management Committee the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.

D-5.11 The Employer shall grant leave of absence without loss of pay to members of the Union who participate in union-management meetings.

ARTICLE D-6 - SENIORITY

D-6.01 Seniority, as referred to in this Agreement, shall mean the length of continuous service in the bargaining unit of an employee covered by this collective agreement.

D-6.02 After an employee completes their probationary period of nine (9) months or two hundred and fifty hours (250) of work, whichever should occur first, their seniority shall date back to the first day of continuous employment in the bargaining unit with the Employer.

D-6.03 Seniority shall accumulate under the following circumstances:

- a) When the employee is on the active payroll of the Employer
- b) When the employee is off the payroll due to an authorized layoff for not more than eighteen (18) months.
- c) When the employee is off the payroll due to an accident and when the employee is receiving compensation under the *Workplace Safety and Insurance Board Act* and when the employee has not accepted employment with another employer;
- d) When the employee is off the payroll on any leave-of-absence authorized by the Employer and/or under the provisions of this Agreement.

D-6.04 An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the employer.

An employee shall only lose their seniority and their employment shall be deemed terminated if any of the following occurs:

- 1) The employee is discharged for just cause and is not reinstated through the grievance procedure;
- 2) The employee resigns;
- 3) The employee is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 4) The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose recall rights for refusal to return to work.
- 5) The employee is laid off for a period longer than eighteen (18) months).

- D-6.05 (a) No employee shall be transferred to a non-unionized position outside the Bargaining Unit without their consent. If an employee is transferred to such a position outside the Bargaining Unit, the employee shall retain accumulated seniority but will not accumulate further seniority. Such employee has the right to return to a position in the Bargaining Unit, provided they have sufficient seniority from prior accrual to do so, during their trial period which shall be a maximum of ninety (90) consecutive working days. If an employee returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority and ability. Such return shall not result in the layoff or bumping of an employee with greater seniority.
- (b) The Employer retains the right to temporarily transfer employees to positions within another CUPE Local 115 bargaining unit or alternative positions within their current bargaining unit. A temporary transfer shall be defined as a period of time not to exceed three (3) calendar months.

During the period of temporary transfer under this Article, the employee shall retain their current rate of pay or the rate of pay for the new position, whichever is higher.

In the event of a temporary transfer between CUPE Local 115 bargaining units, any employee so transferred will be covered by the terms and conditions of the collective agreement under which the temporary position is covered and will continue to accrue seniority within their regular bargaining unit during the period of temporary transfer. Employees may choose to maintain their benefits as allowed for under Article 16 of this Agreement during such period. If the employer affects a layoff within a bargaining unit, any employee who has been temporarily transferred into the affected bargaining unit will be returned back to their regular bargaining unit prior to such layoff.

In the event the Employer temporarily transfer employee(s) to another bargaining unit, the Employer will determine from which division(s) such transfers will occur. Transfer will be equally distributed between employees within this Division and qualified to do the required work, on a voluntary basis, seniority to govern on a rotational basis. If there are insufficient volunteers, the most junior qualified employee(s) in the division will be transferred. The employer may consider the employee's preference.

Temporary transfer will not be made into any bargaining unit or division where there are employees from the unit or division on layoff with recall rights.

D-6.06 The employer shall maintain a Seniority List showing the date upon which each employee's seniority commenced. A list showing seniority of all employees shall be sent to the Union and posted on all bulletin boards in January and July of each year.

For the purposes of determining seniority amongst unionized Part-time Transit Division, the seniority list shall be applied so that members of the Part-time Transit bargaining unit with the same seniority date shall have their seniority date determined by the respective order on the seniority list.

D-6.07 When a temporary full-time vacancy occurs that is over four (4) weeks in length, such vacancy shall be offered in order of seniority to the part-time employee who is willing to perform the work that is available. The part-time employee who is awarded the position shall retain their part-time status during the limited full-time period.

ARTICLE D-7 - LAYOFFS AND RECALLS

D.7.01 Layoff and Recall Procedure

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a permanent layoff, as defined by the *Employment Standards Act*, employees shall be laid off in the reverse order of their seniority provided those remaining can do the work available. Notice of layoff shall comply with the *Employment Standards Act*. In the event of a permanent layoff, the Employer will post a listing of the employee(s) affected together with a pro forma providing an opportunity for any listed employee to displace any junior employee who is not listed according to the City's layoff procedure. The procedure shall not be changed during the term of this Collective Agreement unless by mutual agreement of the parties. Consideration will be given to any such displacement when the pro forma is received by the listed employee's Department Head within five (5) working days after the list is posted. Employees who displace a junior employee must be able to do the new job in an acceptable manner within fifteen (15) working days. Employees shall be recalled in order of seniority provided they can do the work. Factors to be considered in addition to seniority include relevant experience/ knowledge.
- (b) Article 10.01 (a) applies to permanent layoff and not to temporary layoff. A temporary layoff shall be defined as per the *Employment Standards Act* of Ontario and its Regulations.

D-7.02 Notice of Temporary Layoff

The Employer shall give five (5) working days notification to employees who are to be temporarily laid off and shall also inform the Union. The Employer shall meet with the Union at the Union's request to discuss the layoff. After such notice of layoff, the employee(s) concerned shall be paid in lieu of work for that part of the five (5) working days during which work was not made available.

ARTICLE D-8 - BEREAVEMENT LEAVE

D-8.01 An employee shall be granted up to five (5) consecutive calendar days leave without loss of salary in the case of the death of a spouse, child, step-child, parent, brother or sister. Leave without loss of salary of up to three (3) consecutive calendar days shall be granted in the case of the death of a parent, legal guardian, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-parent, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

D-8.02 Additional days may be granted by the Employer when required by the employee for travelling time or other special circumstances.

D-8.03 In the event of a death of a brother-in-law or sister-in-law, an employee who has completed their probationary period shall be granted one day's leave without loss of average hourly earnings for the purpose of attending at the funeral.

An employee may defer one (1) day of bereavement leave to use at the time of the actual interment.

D-8.04 Where the term spouse is used in this article, it shall include common-law spouse, including same sex-partner.

D-8.05 In the event an employee has not completed their probationary period, Articles 11.01, 11.02, 11.03, will apply but such leave will be without pay.

ARTICLE D-9 - JURY DUTY

D-9.01 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or subpoenaed witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the pay received.

ARTICLE D-10 - MATERNITY AND PARENTAL LEAVE

D-10.01 Maternity and Parental Leave shall be granted in accordance with the terms set out in the *Employment Standards Act*.

ARTICLE D-11 - DESIGNATED HOLIDAYS

D-11.01 Employees will be entitled to the following holidays with pay in accordance with and subject to the provisions of the *Employment Standards Act*:

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

D-11.02 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the scheduled work day immediately preceding and immediately following the holiday unless excused by the Employer, or an employee was absent due to:

- a) bereavement leave
- b) court duty leave
- c) regularly scheduled vacation
- d) confined to a hospital on one or both of the qualifying days verified to the satisfaction of the Employer and further providing that the employee has or does work at least one shift in the week preceding or one shift in the week following the holiday and is **not** in receipt of payment for weekly indemnity or Worker's Compensation for the holiday in question.

D-11.03 Where an employee who has undertaken to work on any one of the above mentioned holidays, they shall be paid, at the rate of time and two (2X) their base hourly rate, for all hours worked in addition to any holiday pay to which they are entitled.

D-11.04 An employee who has undertaken to work on any of the above holidays and fails to report for work shall forfeit all pay for that day unless their absence is due to illness verified by a medical certificate as required by the Employer or otherwise provides a reason satisfactory to the Employer.

ARTICLE D-12 - VACATIONS

D-12.01 For the purpose of vacation pay entitlement; employees shall be paid four percent (4%) on their hourly rate to compensate for any and all vacation entitlement on all hours worked up to and including 1,430 hours. Hours worked in excess of 1,430 hours shall be paid at six percent (6%).

For the purpose of applying this Article, hours of work shall accumulate from January 1, 2008.

ARTICLE D-13 - BENEFITS

D-13.01 In lieu of benefit coverage, effective the first of the month following ratification, the Employer shall pay ten percent (10%) on the employee's hourly rate for any and all hours so worked.

In the event any employee becomes eligible to and elects to participate in the Ontario Municipal Employees Retirement System (O.M.E.R.S.), then the percentage paid in lieu of benefits shall be reduced to seven percent (7%).

D-13.02 Each member who has completed their probationary period shall be credited with an annual sick leave bank of eleven (11) hours. This bank is non-cumulative and has no cash value.

Employees who because of illness or injury are unable to report for scheduled work must notify the Senior Driver or Transportation Supervisor not later than one (1) hour prior to the time that the employee was scheduled to commence work, unless medically unable to do so.

ARTICLE D-14 - WAGE RATES

D-14.01 The wage rates for employees covered by this Agreement shall be set out in Appendix A which is attached to and forms part of this Agreement.

D-14.02 The Employer shall pay wages every second Friday and such pay shall be by direct deposit to a financial institution of the employee's choice.

APPENDIX A – Schedule of Wage Rates

Part-time Transit Drivers	01-APR-2021	01-APR-2022	01-APR-2023
Classification			
Bus Driver II	\$21.31	\$21.71	\$22.11
Bus Driver I	\$22.91	\$23.35	\$23.78
Bus Washer	\$17.82	\$18.15	\$18.49

D-14.03 The Employer will make its best effort to distribute available relief shifts for absent full-time transit drivers as equitably as possible amongst bargaining unit members subject to availability of shifts and members. Transfer will be equally distributed and qualified to do the required work, seniority to govern on a rotational basis.

NOTES: Normal progression through the levels of the rate range will be based on accumulation of five hundred (500) hours of work and satisfactory performance.

D 14.04 Shift Bonus

A bonus of one dollar and twenty-five cents (\$1.25) per hour worked shall be paid for all time worked after 6:30 p.m. Such Shift bonus will not be paid when an overtime rate is paid. This shift bonus is not applicable to Bus Washers.

D-14.05 Employees will be given two (2) business days’ notice if an assigned shift is to be cancelled. If two (2) days’ notice is not provided, the part-time worker will receive three (3) hours of pay at the applicable rate.

D 14.06 Overtime Meal Allowance

An Employee required to work more than three (3) approved consecutive hours immediately following their regular hours of work shall be reimbursed effective January 1, 2022 Fourteen (\$14.00) dollars. Effective January 1, 2023 Fifteen (\$15.00) dollars.

D-14.07 Hours worked in excess of forty (40) per week, Saturday to Friday (payroll week), shall be paid at the rate of time-and-one-half (1½X).

ARTICLE D-15 - HEALTH & SAFETY

D-15.01 The Employer and the Union agree to abide by the provisions of the *Occupational Health and Safety Act* to the extent that it applies to the Employer’s operations.

**LETTER OF UNDERSTANDING D-1
Contracting out of Transit Services**

**Between
Corporation of the City of Brockville
And
The Canadian Union of Public Employees and its Local 115**

Whereas the parties acknowledge there is no specific plans to contract out Transit Services as of the date of signing.

Whereas the City of Brockville has placed the Union on notice that they will be putting out a request for proposals for operating the current Transit Services.

Whereas the parties want to limit the impact of any potential contracting out of Transit Services (either in whole or in part) upon the employees.

Therefore, the parties agree to the following:

- The Union shall receive at least ninety (90) days notice of any contracting out (either in whole or in part) prior to implementation.
- The Union and the Employer shall meet through the Labour Management committee within ten (10) working days of receiving notice. Financial disclosure shall be provided to the Union along with reasons for the contracting out. Discussions shall also include but not be limited to realignment of service and staff and its effect on employees in the bargaining unit.
- At the time of serving notice the Employer shall provide the Union with the procedure for the Union to request being placed on the agenda with City Council.
- The Employer shall request proposal options where all existing employees shall be made an offer of employment from the contractor.
- If a bumping process occurs it shall be as per the provisions of the collective agreement.
- Employees who accept a layoff shall lose all seniority and will be deemed to have voluntarily resigned when they have been laid off for a continuous period of more than two (2) years.

Signed this 20th Day of May 2022

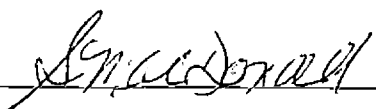
Canadian Union of Public Employees
Local 115 (Outside Staff)

Corporation of the City of Brockville

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