

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF BROCKVILLE
(HEREINAFTER TERMED THE EMPLOYER)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
And its LOCAL 115
(HEREINAFTER TERMED THE UNION)

(INSIDE STAFF)

April 1, 2021 to March 31, 2024

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ARTICLE 1 - PREAMBLE

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

- 1) to maintain and improve the existing harmonious relations and settle conditions of employment between the Employer and Employee;
- 2) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and wages for the employees involved;
- 3) to encourage efficiency in operation;
- 4) to promote the morale, well-being and security of all the employees in the bargaining unit;

1.02 And whereas it is desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an agreement;

Now, therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 115 (Inside Staff) as the sole and exclusive collective bargaining agency for the bargaining unit of employees of the City of Brockville as listed in Schedule A save and except persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and persons covered by a subsisting collective agreement between the Corporation of Brockville and Local 115 (Outside Staff) Canadian Union of Public Employees.

Employees of the Corporation whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit that would in itself result in a layoff of any member of the bargaining unit.

The Employer hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.01 Continued

In the event the Employer creates a new clerical or non-supervisory office position at the City Hall Facility, then the employer agrees to discuss the new position with the Union prior to filling the new position. In the event that the Union and the Employer disagree as to whether a new position should be included or excluded from Schedule A, the matter can be the subject of a grievance.

2.02 **Management Rights**

The Union recognizes that it is the function of the employer to maintain order, discipline and efficiency, hire, direct, discharge, suspend, promote, demote, transfer, lay-off and generally manage the establishment subject to the right of the employee concerned to lodge a grievance under the Grievance Procedure outlined in this Agreement.

2.03 **No Discrimination**

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's membership or non-membership in a union.

2.04 **Strike/Lockout**

In recognition of the Employer's responsibility to serve the interests and welfare of the public, employees shall assist in carrying out the employer's business at all times as required by the employer and further the Union agrees that there shall be no strikes and the Corporation agrees that 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 3 - UNION RIGHTS AND RESPONSIBILITIES

3.01 **Coercion**

The Union will not intimidate or coerce employees into membership in the Union.

3.02 **Restriction of Certain Union Activities During Working Hours**

Membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours, or on the premises of the Employer, or any work project the Employer may be engaged in.

3.03 **Discipline**

The Union recognizes the right of the Employer to discipline or discharge employees who instigate an illegal strike or who with intent of actively supporting or assisting in an illegal strike participate therein.

3.04 **Observance of Provisions of Agreement**

The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union, and pledges that it, and each of its duly authorized officers and representatives and employees represented by the Union, will observe the provisions of this Agreement.

3.05 **No Other Agreements**

No employee shall make a written or verbal agreement with the Employer which will conflict with the terms of this collective agreement.

ARTICLE 4 - PROVISION OF UNION AGREEMENT

4.01 **New Employees**

The Employer will provide a copy of this Agreement to all new employees hired into positions covered by this Agreement and will provide an opportunity for the Union Steward to interview such new employee during the Employer's induction procedure.

4.02 The Employer will provide the Union on a monthly basis with information concerning salary changes, reclassifications, transfers and promotions related to employees in positions covered by this Agreement. Any grievance arising from this information must be provided to the Employer in writing within ten (10) working days of receipt of this information by the Union.

4.03 **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 5 - UNION MEMBERSHIP AND DUES

- 5.01 The Employer shall deduct from every employee the monthly dues in accordance with the Union Constitution and/or By-laws, that is owing to the Union.

The Union will indemnify and hold the employer harmless for any and all claims which may be made against the Employer for amounts deducted under this Article.

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 provisions of this Agreement are applicable, unless otherwise excluded by other provisions of this Agreement, to temporary and probationary employees, whose positions are covered by this Agreement.

5.04 **Union Dues**

The Corporation 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.

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 employee's in the bargaining unit which will include each person's names, job title/classification, home mailing address and home telephone numbers (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

ARTICLE 6 - LABOUR/MANAGEMENT RELATIONS

6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Bargaining Committee

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. A Union Bargaining Committee shall consist of two (2) members of the bargaining unit and the President of C.U.P.E. -115.

6.03 Representative of the Canadian Union of Public Employees

The Employer agrees to recognize the National Representative of the Union when dealing with issues at the discretion of the Union. The Union shall notify the Employer in advance of the attendance of the National Representative at a meeting.

6.04 Meeting of the Bargaining Committee

For the purpose of renegotiating the Collective Agreement, if either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement.

6.05 Labour/Management Meetings

Matters may arise during the term of this Agreement requiring the discussion by the parties and, for this end; meetings may be held between representatives of both parties.

6.06 Technical Information

The Employer shall make available to the Union, on request, not more than once a year; information required by the Union, namely, List of Positions in the Bargaining Unit, current salaries of members of the Bargaining Unit, Job Description as well as current Pension Plan Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to elect stewards from among the employees covered by this Agreement whose duties shall be to assist any employee whom the steward represents in preparing and in presenting their grievance in accordance with the grievance procedure.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the Chief Steward before the Employer shall be required to recognize them.

7.03 Grievance Committee

The Stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.

7.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes as provided in this Article. The Union understands and agrees that each Steward is employed to perform full time work for the Employer and those they will not leave work during working hours to perform their duties under this Agreement without obtaining the permission of their supervisor.

7.05 Definition of Grievance

A grievance shall be defined as an alleged violation of the provisions of this Agreement.

7.06 Settling of Grievances

The parties to this Agreement desire to resolve as quickly as possible employee complaints, or differences are arising between the Union and Employer, respecting the meaning and/or application of the provisions of, and all matters pertaining to, this Agreement.

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 supervisor

7.06 Continued

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 Step 1. Such written grievance must be signed and dated by the employee within fifteen (15) working days of the day on which they were 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 a reply in writing to the Union Steward within five (5) working days of receiving the grievance.

Step 3

If the grievance is not resolved by the supervisors written answer, the Union may, within five (5) working days of receiving that answer, present such grievance to the employee's Department Head or designate. 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.

It is agreed that in those situations where the Department Head referred to in Step 3 is also the City Manager, the grievance may proceed to Step 4 and bypass Step 3.

7.06 **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.

7.07 **Unjust 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.

7.08 Grievance on Safety

An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitration.

7.09 Supplementary Agreement

Supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

7.10 Arbitration Board

The Arbitration Board shall have the power to allow necessary amendments to a grievance in order to determine the real matter in dispute and the giving of a decision according to equitable principles.

7.11 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 3 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.

ARTICLE 8 - ARBITRATION

8.01 Once the grievance procedure as set out in Article 7 of this Agreement has been exhausted the Union and the 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.

8.02 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 arbitral 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.

8.02 Continued

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 (2) 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 Chairperson 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.

8.03 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 Chairperson 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.

8.04 Each Party shall bear the expense of its own appointee and share equally the expense of the Chairperson.

8.05 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 8.02.

8.06 **Amending the Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

8.07 **Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 9 - DISCIPLINE, SUSPENSION, DISCHARGE

9.01 Warnings

When the Employer deems it necessary to notify an employee concerning dissatisfaction with the employee's work, the Employer will do so within ten (10) working days of making such a decision. Following the verbal notification, the Employer will confirm this in writing to the employee; and a copy will be given to the Union. This notification will include particulars which led to such dissatisfaction. If this procedure is not followed, such notification shall not become part of the employee's record for use at any time. This procedure shall apply to any complaint which may be detrimental to an employee's standing or advancement with the Employer. The employee's reply to such complaint or expression of dissatisfaction shall become part of the employee's record.

9.02 Grievance on Suspension/Discharge

When an employee or the Union considers that such employee has been unjustly suspended or discharged, the matter may become the subject of a formal grievance beginning at Step 3 of the Grievance Procedure herein.

9.03 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

9.04 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 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of continuous service in the employment of the Employer within the Bargaining Unit, and shall be considered in determining promotion, transfers, demotions, lay-offs and recall, except that employees on payroll as of September 12, 1978, will retain their Corporation-wide seniority up to this date which they will carry with them if they should transfer to a position within the Bargaining Unit.

10.02 **Seniority List**

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.

10.03 **Probationary Employee**

Newly hired employees shall be considered on a probationary basis for six (6) months. The Employer may, with the approval of the Union, extend the probationary period 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. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, however, the Union will be advised forthwith of the decision and a meeting held with the Union if the Union so requests. After completion of the probationary period, seniority shall be effective from the original date of employment.

10.04 **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.

10.05 Transfers and Seniority Outside Bargaining Unit

- (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 of 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 C.U.P.E. -115 Bargaining Unit or alternate positions within their current bargaining unit. A temporary transfer shall be defined as a period of time not to exceed six (6) 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, and will be covered by the collective agreement under which the new position is covered. The employee will continue to accrue seniority within their regular bargaining unit during the period of temporary transfer.

In the event the Employer must transfer employee(s) from one bargaining unit to another, transfers will be offered on a volunteer basis amongst qualified employees, seniority to govern. If there are insufficient volunteers, the most junior qualified employee(s) will be transferred.

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.

ARTICLE 11 - JOB POSTING

- 11.01 When a vacancy or a new position of a full-time nature is to be filled within the bargaining unit, the employer shall post the vacancy for a period of not less than seven (7) working days in the specific bargaining unit and in the other C.U.P.E. -115 bargaining units. Applications for such positions shall be in writing. Such notice will indicate job title, general job duties, preferred or equivalent qualifications, and salary range of the position. If the employer decides not to fill a vacancy such decision will be given to the Union as soon as possible.

11.01 Continued

The Union shall be notified of all appointments to posted positions and receive a copy of the job posting.

11.02 **Consideration of Bargaining Unit Members**

- 1) All applications of employees within the bargaining unit in which the position is available shall be given first preference. Applications from other C.U.P.E. -115 bargaining units shall be given second preference.
- 2) Appointment shall be made of the applicant having the greatest seniority and the required qualifications, academic or otherwise, for the position available. The employee's past record and ability to perform the work of the Employer shall be considered.
- 3) If the appointment is a qualified applicant from another C.U.P.E. – 115 bargaining unit, then their bargaining unit seniority shall transfer with them to the new bargaining unit.
- 4) If a bargaining unit employee is the successful applicant, they shall be entitled to a trial period of up to sixty (60) working days. 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, the employee shall be returned to their former position, wage or salary rate without loss of seniority.
- 5) Any other employee promoted, transferred, or hired because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority, or released in the case of a new hire.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 **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.

12.01 (a) Continued

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 12.01 (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.

12.02 **No New Employees**

No new employees will be hired into positions from which employees have been laid off until those employees who have been laid off have been given an opportunity of re-employment subject to the conditions of recall as set forth in this Agreement.

12.03 **Notice of Temporary Layoff**

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.

- 12.04 The current President, Vice-President, Secretary-Treasurer, and Chief Steward of the Local Union, who have at least one (1) 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.

12.05 **Grievance on Layoffs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 13 - HOURS OF WORK

13.01 Hours of work shall be as shown in Schedule A to this Agreement.

Employees have the right to request consideration of a Flex Time Schedule consistent with the City Policy and subject to approval of the Department Head.

ARTICLE 14 - OVERTIME

14.01 **Overtime Defined**

All time worked in excess of the normal daily hours, the normal weekly hours, or on a Recognized Holiday, shall be considered as overtime if authorized by the employer.

Overtime Rates

- (a) All overtime shall be paid at the rate of time and one-half, except Sunday work which shall be paid at double time.
- (b) If it is agreed that time off will be taken in lieu of overtime, then the time shall be scheduled at the discretion of the immediate supervisor taking into consideration the request of the employee.
- (c) Employees will not be allowed to request to bank lieu time if their lieu time bank is greater than the employee's standard working week hours at any time. Lieu banks can be credited to maintain the maximum of the employee's standard working week hours on an ongoing basis.
- (d) No more than three (3) days equivalent to the employee's standard hours can be carried over into the next calendar year. Any balance exceeding this on December 31st, of the year Lieu Time was earned will be paid out.

14.03 **No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

14.04 **Minimum Call-Back Time**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates.

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.

14.05 **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 dollars (\$14.00). Effective January 1, 2023 – fifteen dollars (\$15.00).

14.06 **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.

ARTICLE 15 - RECOGNIZED HOLIDAYS

15.01 The Employer recognizes the following paid holidays:

New Year's Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	The last half regular working day
Canada Day	prior to Christmas Day
Civic Holiday	The last half regular working day
Labour Day	prior to New Year's Day

15.02 Family Day, Easter Monday and Remembrance Day shall be observed as individual Floating Holidays to be arranged between employees and their supervisor. Where possible, employees shall give five (5) working days' notice of their request.

15.03 Holidays Falling on Weekend

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.

ARTICLE 16 - VACATION

16.01 Employees shall receive an annual vacation with pay in accordance with credited service as follows:

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

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 pro-rated in accordance with the time worked in the vacation year of leaving. Adjustments shall be made as necessary to the employee's final pay.

16.02 Holidays During Vacation

Vacation periods shall consist of the regular periods the employees would have worked if they had been on duty and any paid holiday which occur during their vacation period shall not be counted as vacation days.

16.03 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

In the third (3rd) year of service, employees may take their third week of vacation at any time mutually agreed with their supervisor; however, pay for this third (3rd) week will be withheld, until the employee reaches the third (3rd) anniversary date in the employ of the City, when the third (3rd) week of vacation is taken before the third anniversary date.

16.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of their salary or wages in lieu of such vacation.

16.05 Preference in Vacation

Where possible, vacation shall be granted first on the basis of seniority.

16.06 Unbroken Vacation Period

Where possible an employee shall be entitled to receive vacation in an unbroken period.

16.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee by doctor's certificate an illness occurred while on vacation.

16.08 Carry-Over Vacation

An employee may carry over up to five (5) working days of vacation entitlement into the next year subject to the approval of the Employer.

Employees entitled to four (4) weeks of vacation or more may carry over up to ten (10) working days of vacation entitlement into the next year subject to the approval of the Employer.

16.09 **Work During Vacation**

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 rate of one and one-half (1.5) times their basic straight time rate for all hours so worked. To replace the vacation time on which such overtime work was performed, the employee shall receive equivalent time off for time so worked.

Equivalent time off shall mean one (1) hour worked for one (1) hour time off.

ARTICLE 17 - SHORT TERM/LONG TERM DISABILITY INCOME PLAN

17.01 All employees shall be covered by the Short Term/Long Term Disability Income Plan attached to this Agreement as Appendix "C which shall form part of this Agreement, effective October 1, 1983.

The Short Term Disability Plan shall be amended so that the five (5) annual incidental paid sick days are integrated into the three (3) day waiting period for Short Term Disability. The Short Term Disability Plan is not retroactive to day one.

- (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 can use vacation or lieu time.
- (b) Effective January 1, 2010 any employee who uses not more than 50% 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 the balance of their casual sick days. Such reimbursement shall be made with the first pay in February of the following year.

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.

- 17.02 The Sick Leave Credit Fund payout will be calculated as at October 1, 1982, with the first payout made in May, 1984. If an employee terminates for any reason before the full payout due has been made, any unpaid balance will be paid in a lump sum to such employee or, in the case of death, to the employee's estate.
- 17.03 Sick Leave Credits will cease to accrue effective September 30, 1982. Any credits acquired and unused between that date and September 30, 1983 will be applied to each employee's Sick Leave Credit Bank.
- 17.04 The Casual Disability Bank for 1983 will be one (1) day and thereafter in accordance with the Plan.
- 17.05 All current and future employees will be given a copy of the Plan.
- 17.06 **Employer Notified**
An employee who is unable to report for work due to sickness and/or accident shall notify their immediate supervisor accordingly (or cause to be notified) by telephone within one-half hour after the office opens.
- 17.07 **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 C.U.P.E. -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.
 - c) The Sick Leave Credit Bank can be used for the following purposes only:
 - 1. To cover, with full pay, part or all of any three (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's pay for early retirement to be included in O.M.E.R.S. Pension calculation.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 For Union Business

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.

18.02 Union Conventions or Seminars

Leave of absence with no loss of seniority for this purpose shall be granted to the president or his designate, providing the Union provides the Employer thirty (30) days' notice. Additional leave to other employees elected or appointed to represent the Union at Union Conventions or Seminars may be granted according to operational requirements.

When on such approved leave, employees will have their salary and benefits maintained by the Employer and the Union shall reimburse the Employer for the whole cost of such wages and benefits.

18.03 Bereavement Leave

An employee shall be granted 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 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 shall include, as well, reasonable travelling time to attend the funeral.

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

18.03 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 internment.

18.04 Jury Duty

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 received for jury service or subpoenaed witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the pay received.

18.05 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. Should the employee be unsuccessful in the course, the employee shall be responsible for all costs. Books and materials, paid for by the Employer, are property of the Employer. Time spent in a course (excluding travel time and non-course time) shall be considered as working hours for the purposes of premium time.

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

18.06 General

Any employee on an approved Pregnancy Leave continues to be covered by all benefits unless they elect 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 they most recently held if it still exists, or to a comparable position, if it does not.

18.07 Pregnancy/Parental Leave

(a) Pregnancy Leave

Any pregnant employee, who has been employed by the City at least thirteen (13) weeks before the date they expect to give birth 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 City, in accordance with the Plan of the City 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 percent (75%) 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.

18.08 Personal Leave

An employee, who wishes to do so, may apply for a Leave of Absence for personal reasons other than those described above.

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.

18.09 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.

18.10 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.

ARTICLE 19 - PAYMENT OF WAGES/ALLOWANCES

19.01 Pay Days

The Employer shall pay salaries and wages every second (2nd) Friday in accordance with Schedule A attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions. Such pay shall be by direct deposit to a financial institution of the employee's choice.

19.02 **Acting Pay**

When the Employer designates in writing an employee to carry out for three consecutive working days or more the essential duties of another position, which has a higher maximum salary, covered by this Agreement, such employee will be paid a minimum of ten percent (10%) extra, but not more than the maximum salary and not less than the starting salary for such other position.

ARTICLE 20 - JOB CLASSIFICATION/RECLASSIFICATION

20.01 **Job Description**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent and shall give a copy to the Union. When such a description is revised and a new rate established, or the former rate retained, the Union may make the rate a matter for grievance.

20.02 Normally the Employer will review job descriptions bi-annually during the course of a year.

ARTICLE 21 – BENEFITS

21.01 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.

21.01 (3) Continued

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 dollars (\$400.00) per calendar year. Effective January 1, 2023, coverage for Chiropractor is five hundred dollars (\$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).
- (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, one thousand, five hundred dollars (\$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 21.01 (2) (3) (4) (5) shall be extended to employees until the earliest of age 70, retirement or death.

21.01 (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.

21.02 The Employer will continue to provide basic Group Life Insurance coverage, for each employee, of two times annual earnings to the next higher one thousand dollars (\$1,000.00), plus an equivalent amount of Accidental Death/Dismemberment coverage in addition to offering the following options paid for by the employees:

- a) \$5,000.00 coverage for the employee's spouse;
- b) \$3,000.00 coverage for each of the employee's unmarried children under twenty-one (21) years of age and/or unmarried children under twenty-five (25) years of age who are full-time students except children under age six (6) months may be insured for \$500.00.

21.03 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.

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.

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

21.04 Effective ratification, employees who retire prior to their sixty-fifth (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.

- 21.04 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
1st anniversary of retirement	47.5% of pre-retirement salary
2nd anniversary of retirement	45.0% of pre-retirement salary
3rd anniversary of retirement	42.5% of pre-retirement salary
4th anniversary of retirement	40.0% of pre-retirement salary
5th anniversary of retirement	37.5% of pre-retirement salary
6th anniversary of retirement	35.5% of pre-retirement salary
7th anniversary of retirement	32.5% of pre-retirement salary
8th anniversary of retirement	30.0% of pre-retirement salary
9th anniversary of retirement	27.5% of pre-retirement salary
10th anniversary of retirement	25.0% of pre-retirement salary

Those employees hired on or after the date of ratification will be provided basic life insurance coverage in the amount of seven thousand, five hundred dollars (\$7,500.00).

21.05 The parties agree that Articles 21.01, 21.02, 21.03 and 21.04 and 17.01 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.

ARTICLE 22 - HEALTH AND SAFETY

22.01 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.

22.02 W.S.I.B.

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.

22.03 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.

22.04 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.

22.05 Health & Safety Committee

It is agreed that both parties will participate and co-operate 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 -115 members on them and shall post all minutes of meetings and provide a copy of same to the Union.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Boards

The employer will provide in each facility in which bargaining unit employees work a bulletin board for union use.

23.02 Travel Allowance

If an employee is required by the Employer to use the employee's car on City business, the employee shall be reimbursed travel allowance in accordance with the City policy. The Union will be notified of the policy and any changes.

23.03 Footwear/Clothing Allowance

(1) Employees required to wear approved safety footwear (except those on an L.T.D. claim) shall receive an annual allowance of two hundred and seventy-five dollars (\$275.00) to offset the cost. Employees can carryover their boot allowance for up to one (1) calendar year. Effective January 1, 2024 – three hundred dollars (\$300.00).

(2) By-Law Enforcement Officers and Inspection Officers shall be provided with a monthly uniform cleaning allowance of fifty dollars (\$50.00).

In addition to (1), a By-Law Enforcement Officer shall receive an allowance of two hundred and seventy-five dollars (\$275.00), with the purchase of their next suitable winter footwear once every three (3) years to offset the purchase of suitable winter footwear. Effective January 1, 2024 – three hundred dollars (\$300.00).

Protective Eye Wear

All employees who are required to work outside shall be provided with one (1) pair of UV protected safety glasses and one (1) pair of clear safety glasses per year. The City will replace damaged glasses sooner if they are returned for replacement. Failure to return items will result in replacement at the employee's cost.

Protective Clothing

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.

LOU – to be determined and agreed to regarding clothing committee to review uniform options. Two hundred and seventy-five dollars (\$275.00) clothing allowance. Three hundred dollars (\$300.00) – effective January 1, 2024.

23.04 Plural Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used.

23.05 **Continuance of Acquired Rights**

It is understood and agreed that all provisions herein 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, or if there is any amalgamation, annexation, merger or other structural change of the Municipal organization, the entire Agreement however shall not be invalidated and the existing rights, privileges and obligations of the employer and employees covered by this Agreement remain in existence and either party hereto upon notice to the other, may reopen for negotiations this present Agreement, but such reopened negotiations shall be limited to matters affected by the matters herein specifically set forth.

ARTICLE 24 - EFFECTIVE DATE

24.01 This Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2024 and shall continue from year to year thereafter unless either party desires amendments which shall be made in accordance with Article 24.03.

24.02 **Change in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

24.03 **Notice of Changes**

Either party desiring to propose changes or amendments to this Agreement shall, between the periods of thirty (30) to sixty (60) days prior to the termination date, given notice in writing to the other party of this desire. A mutually agreeable date for commencing negotiations of revisions to this Agreement shall be established by the parties. Both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to consummate a revised Agreement.

24.04 **Agreement to Continue in Force**

Where such notice requests revisions only, the following condition shall apply:

Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining, including conciliation services, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

SCHEDULE A - NOTES

1. All employees will be paid in accordance with one of the three rates shown for each job classification.
2. Normally new employees will start at the minimum rate but may be placed on any of the three rates for their new job classification depending on their qualifications and experience. Any such employee hired at the interim rate will have a twelve (12) month progression to the maximum.

SCHEDULE A – WAGES

TO THE APRIL 1, 2021-MARCH 31, 2024 AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF BROCKVILLE AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 115 (INSIDE STAFF)

1.75% – April 1, 2021	Hours of	Hourly Rate			Annual		
Job Classification	Work/Week	Min.	Inter.	Max	Min	Inter.	Max
Customer Service Representative	35	\$24.46	\$26.92	\$29.68	\$44,517	\$48,994	\$54,018
Finance Clerk – Accounts Receivable/Accounts Payable	35	\$22.95	\$25.96	\$29.79	\$41,769	\$47,247	\$54,218
Economic Development Coordinator	35	\$22.48	\$26.28	\$30.15	\$40,914	\$47,830	\$54,873
Revenue Services Coordinator	35	\$24.35	\$27.77	\$31.17	\$44,317	\$50,541	\$ 56,729
By-Law Enforcement Officer	40	\$22.95	\$25.96	\$29.79	\$47,736	\$ 53,997	\$61,963
Serviceperson/Metering (removed when incumbent leaves position as per LOU)	40	\$24.33	\$27.77	\$31.18	\$50,606	\$57,762	\$64,854
Civil Technologist	37.5	\$31.18	\$33.89	\$36.66	\$60,801	\$66,086	\$71,487
Inspection Officer**	40/35	\$28.79	\$32.79	\$36.79	\$56,141	\$63,941	\$71,741
Financial Analyst – General	35	\$28.93	\$32.94	\$36.98	\$52,653	\$59,951	\$67,304
Solid Waste Officer	40	\$30.13	\$35.13	\$40.18	\$62,670	\$73,070	\$83,574

****1950 hours per year**

1.90% April 1, 2022	Hours of	Hourly Rate			Annual		
Job Classification	Work/Week	Min.	Inter.	Max	Min	Inter.	Max
Customer Service Representative	35	\$24.92	\$27.43	\$30.24	\$45,354	\$49,923	\$55,037
Finance Clerk – Accounts Receivable/Accounts Payable	35	\$23.39	\$26.45	\$30.36	\$42,570	\$48,139	\$5,255
Economic Development Coordinator	35	\$22.91	\$26.78	\$30.72	\$41,696	\$48,740	\$55,910
Revenue Services Coordinator	35	\$24.81	\$28.30	\$31.76	\$45,154	\$51,506	\$57,803
By-Law Enforcement Officer	40	\$23.39	\$26.45	\$30.36	\$48,651	\$55,016	\$63,149
Serviceperson/Metering (removed when incumbent leaves position as per LOU)	40	\$24.79	\$28.30	\$31.77	\$ 51,563	\$58,864	\$66,082
Civil Technologist	37.5	\$31.77	\$34.53	\$37.36	\$61,952	\$67,334	\$72,852
Inspection Officer**	40/35	\$29.34	\$33.41	\$37.49	\$57,213	\$65,150	\$73,106
Financial Analyst – General	35	\$29.48	\$33.57	\$37.68	\$53,654	\$61,097	\$68,578
Solid Waste Officer	40	\$30.70	\$35.80	\$40.94	\$63,856	\$74,464	\$85,155

**1950 hours per year

1.85% April 1, 2023	Hours of	Hourly Rate			Annual		
Job Classification	Work/Week	Min.	Inter.	Max	Min	Inter.	Max
Customer Service Representative	35	\$25.38	\$27.94	\$30.80	\$46,192	\$50,851	\$56,056
Finance Clerk – Accounts Receivable/Accounts Payable	35	\$23.82	\$26.94	\$30.92	\$43,352	\$49,031	\$56,274
Economic Development Coordinator	35	\$23.33	\$27.28	\$31.29	\$42,461	\$49,650	\$56,948
Revenue Services Coordinator	35	\$25.27	\$28.82	\$32.35	\$45,991	\$52,452	\$58,877
By-Law Enforcement Officer	40	\$23.82	\$26.94	\$30.92	\$49,546	\$56,035	\$64,314
Serviceperson/Metering (removed when incumbent leaves position as per LOU)	40	\$25.25	\$28.82	\$32.36	\$52,520	\$59,946	\$67,309
Civil Technologist	37.5	\$32.36	\$35.17	\$38.05	\$63,102	\$68,582	\$74,198
Inspection Officer**	40/35	\$29.88	\$34.03	\$38.18	58,266	\$66,359	\$74,451
Financial Analyst – General	35	\$30.02	\$34.19	\$38.38	\$54,636	\$62,226	\$69,852
Solid Waste Officer	40	\$31.27	\$36.46	\$41.70	\$65,042	\$75,837	\$86,736

**1950 hours per year

- Notes: 1. All rates comply with and exceed Pay Equity requirements and reflect internal City Equity.
2. **This position works a 35/hour week from the first Monday of November up to and including the last Friday of March. (1,950 hours per calendar year).
3. Identified hourly rates are converted to an annual salary by multiplying by the weekly hour's times fifty-two (52) weeks per year and the annual salary, or portion thereof, is delivered in bi-weekly pays within the calendar year.

Pages 38 through 40 are intentionally missing from the document, due to correction of Schedule A - Wages

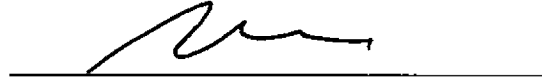
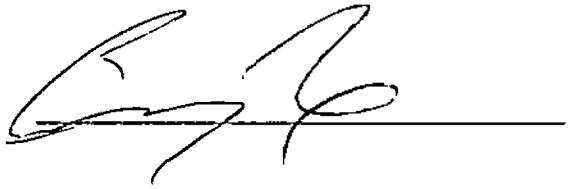
Signed this 17th Day of May, 2022

Canadian Union of Public Employees
Local 115 (INSIDE STAFF)

Corporation of the City of Brockville



Linda Nastak



Eric Sorell



LETTER OF UNDERSTANDING - JOB EVALUATIONS

Between

Corporation of the City of Brockville

And

The Canadian Union of Public Employees and its 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.

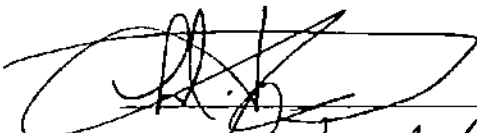
The job evaluation terms of reference is a detailed agreement for the JE procedures. It covers the size of the committee, how information is gathered, how jobs are rated, how disagreements within the committee are settled and what rights the incumbents and supervisors have if they disagree with the results.

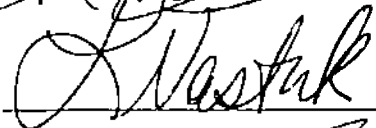
The job evaluation will be implemented utilizing wage rates that are established for January 1, 2023 in the collective agreement.

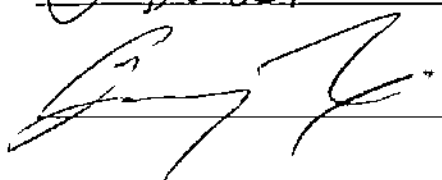
Signed this 17th Day of May, 2022



Canadian Union of Public Employees
Local 115 (INSIDE STAFF)

Corporation of the City of Brockville







APPENDIX B - TEMPORARY EMPLOYEES

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

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 Collective Agreement only:
 - 5.01 (Union Dues)
 - 5.04 (T4's)
 - 15.01 (Recognized Holidays) excluding the Floating Day and Remembrance Day
 - 22 (Health and Safety)
 - 23.03 (Footwear/Clothing Allowance)
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 the Collective Agreement.
6. Temporary employees will receive overtime pay at a rate of one-and-one-half (1.5X) times the hourly rate for all hours worked in excess of the regular hours of the position they are filling 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 (2.0) for all such hours worked.
8. The rate of pay for temporary employees will be the applicable rate of pay for the position they are hired for.

APPENDIX C - INCOME PROTECTION PLAN

Appendix C to CUPE Local 115 and City of Brockville Inside Contract
(Section III Short Term Plan amended in 2009 – 2012 Contract)
(Section IV –Benefits amended July 1, 2011 as proposed by the City)
(Section III Short Term Plan amended in 2012 - 2015 Contract)

I **Purpose**

To continue an employee's income, in full or in part, while off work without regular pay due to illness or injury.

II **Eligibility**

Effective October 1, 1982, (Implementation Day) all active full-time City employees represented The Canadian Union of Public Employees and Its Local 115 (Inside) will be covered; all such employees hired after this date will be covered on completion of three (3) consecutive months' service.

III **Short Term Plan**

Effective on Implementation Day, the City will provide, at no cost to the employee, a Short Term Income Protection Plan commencing on the fourth day consecutive working day of absence (on the first day due to hospitalized absence) due to illness/injury for a period up to seventeen (17) consecutive weeks.

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 can use vacation or lieu time.

Effective January 1, 2010 any employee who uses not more than 50% 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 the balance of their casual sick days. Such reimbursement shall be made with the first pay in February of the following year.

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.

IV Benefits

Entitlement to benefits is based on the length of recognized service as of the first day of absence due to non-compensable illness or injury, as follows:

Recognized Service	Coverage
Up to 3 months	Nil
3 months but less than one year	1st week at 100% 51 weeks at 66 2/3%
1 year but less than 2 years	1st 3 weeks at 100% 14 weeks at 75% 35 weeks at 66 2/3%
2 years but less than 3 years	1st 7 weeks at 100% 10 weeks at 75% 35 weeks at 66 2/3%
3 years but less than 4 years	1st 10 weeks at 100% 7 weeks at 75% 35 weeks at 66 2/3%
4 years but less than 5 years	1st 14 weeks at 100% 3 weeks at 75% 35 weeks at 66 2/3%
5 years and over	17 weeks at 100% 35 weeks at 66 2/3%

V Continuation of Other Benefits

Employees receiving Short Term benefits, as above, are considered to be active employees and benefits coverage under other City plans will continue.

VI Recurring Disability

Successive periods of disability deemed by the employee's physician to be due to the same or related cause and separated by a return to full-time work of thirty (30) days or less are considered to be the same disability.

Successive periods of disability deemed by the employee's physician to be entirely unrelated in cause and separated by a return to full-time work of at least one full day are considered to be new disabilities.

VII Claims Procedure

Approval of claims will be based on information provided to the Plan Administrator, Acclaim Ability Management Inc., and upon recommendation from the Plan Administrator. Information will be provided of initial absence (excess of three (3) days) using the Absence Notification Form completed by the employee's supervisor. The employee must have the attending physician complete the Attending Physician Statement and forward same to the Plan Administrator.

VIII Casual Disability Bank

In order to assist employees who are unable to report for work due to a temporary illness/injury a new Casual Disability Bank is established. Effective Implementation Day, January 1, 1986, and annually on January 1st, thereafter, each regular City employee covered by this Plan, with more than three (3) months service, will receive an annual non-cumulative Casual Disability Bank of five (5) regular days pay. (New employees, who become covered by the Plan after three (3) months service, will receive a pro rata amount in their first 12-month period of service). These days or half-days may be applied, each year, by the employee against occasions of their casual disability up to and including three (3) consecutive working days.

Under no circumstances will unused Casual Disability Bank days be converted to cash payments.