COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1757

Niagara Region

APRIL 1, 2015 TO MARCH 31, 2018
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THIS AGREEMENT RENEWED ON THIS 12 Day of November, 2015

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

- and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 1757

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT:

ARTICLE 1 - PREAMBLE

1.01 Whereas, it is the desire of the Union and the Corporation to provide efficient and economical operation of health services in the Regional Municipality of Niagara, both Parties agree that for such purposes, it is essential to maintain harmonious relations between the Corporation and its employees and to promote the morale, well-being, and security of all employees represented by the Union; to provide procedures for dealing with grievances; to promote cooperation, joint discussions and negotiations in all matters pertaining to wages, hours of work and working conditions.

Now, therefore, the Parties agree as follows:

ARTICLE 2 - RECOGNITION

2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all regular full-time, regular part-time and casual employees as per Schedule "A".

2.02 The Corporation and the Union agree that any new position in the Public Health Department shall be discussed by the Parties to determine whether they come within the jurisdiction of this Agreement or are excluded therefrom. If an agreement cannot be reached, the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure.
2.03 The word "employee" in this Agreement shall mean the employees of the Corporation for whom the Union is the bargaining agent as set out in Article 2.01.

2.04 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which conflicts with the terms of this Agreement.

2.05 Employees not covered by the terms of this Agreement, other than students, will not work on jobs which are normally done by employees covered by this Agreement, except for purpose of instruction, experimenting, or in emergencies when regular employees are not readily available.

2.06 The Corporation agrees that students will not in any way displace regular employees during normal hours of work, nor will they be retained in or granted work or overtime in preference to regular employees who normally perform the work.

2.07 The Corporation and Union agree that Interns may be employed for the purpose of completing their Board certification requirements. It is further understood that where there are no qualified employees available, Interns may be employed for periods exceeding those usually required by the Board. In the event an Intern's employment is extended beyond the Board's certification period, they shall receive all corresponding rights and entitlements an employee receives under the collective agreement.

ARTICLE 3 - DEFINITION OF EMPLOYEES

3.01 Employees shall be defined in this Agreement in the following categories:

(a) Regular full-time employees are employees who work regularly more than twenty-four (24) hours per week;

(b) Regular part time: Employees who work regularly on a predetermined schedule of 24 hours per week or less than 24 hours per week.

(c) Casual: Employees who work on a call-in basis. No casual employee shall work while any regular full-time or part-time employee, as described above, is on layoff and is capable and available to perform the work.

(d) Students: Employees who are employed under the terms and provisions of Article 2 and the Student Letter of Understanding as attached herein.
ARTICLE 4 - UNION SECURITY

4.01 All employees who are presently members of the Union shall remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees shall as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 The Corporation agrees to deduct such regular monthly Union dues as are levied upon all members of the Union in accordance with its constitution and by-laws, from the first pay in each month of all present employees and of all new employees after thirty (30) calendar days of employment.

5.02 The amount of such regular monthly Union dues shall be certified to the Corporation by the Secretary-Treasurer of the Union Local. No more than one (1) change will be recognized by the Corporation during the life of this agreement.

5.03 (a) The total amount of the monthly deductions will be remitted by the Corporation, regularly by the fifteenth day of the month following the deduction to the Secretary-Treasurer of the Union local.

(b) On a monthly basis, the Corporation will deliver a list of the employees' names and addresses from whom the deductions were made and the amount of the deductions.

ARTICLE 6 - THE CORPORATION AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Dues Check-Off.

6.02 On commencing employment, or within a reasonable time thereafter, the employee's immediate supervisor shall introduce the new employee to their Union steward or representative, who will provide them with a copy of the Collective Agreement.

ARTICLE 7 - NO DISCRIMINATION

7.01 The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised with respect to any employee because of race, creed, colour, age, sex, marital status, nationality, ancestry, or place of origin, nor by reason of their membership or activity in the Union.
7.02 No employee shall be subjected to sexual harassment or any other form of discrimination or harassment as defined from time to time under the Ontario Human Rights Code.

ARTICLE 8 – MANAGEMENT RIGHTS

8.01 The Union acknowledges that it is the exclusive right and function of the Corporation to:

(a) Maintain order, discipline and efficiency;
(b) Hire, direct, transfer, promote, lay-off;
(c) Discharge, demote and suspend or otherwise discipline employees for just cause;
(d) Generally, to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its offices or places of employment, the methods, processes, and means of performing the various functions are solely the right and responsibility of the Corporation.

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

8.03 The Corporation agrees that these functions in Article 8 will be exercised in a manner consistent with the provisions of this agreement and a claim that the Corporation has exercised these rights in a manner inconsistent with any of the provisions of this agreement, may be the subject of a grievance.

ARTICLE 9 – UNION COMMITTEES AND STEWARDS

9.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Corporation in writing of the names of its officers, chief steward, stewards, and the Union Committee and the area over which each steward is responsible.

9.02 The Union shall have the right at any time to have the assistance of their National Representative when dealing or negotiating with the Corporation.

9.03 The Corporation will recognize:

(a) Five (5) stewards excluding a chief steward, all of whom shall be employees of the Corporation, and

(b) A Union Grievance Committee of three (3) employees of the Corporation, one of whom shall be President of the Local Union or their representative, a second shall be the Chief Steward. If a grievance is to be considered, another may be
the Steward concerned with the grievance.

(c) A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union, as appointees of the Union. The Bargaining Committee shall deal with such matters as reviewing and negotiating to amend this Agreement. The Union will advise the Corporation of the Union nominees to the Committee.

(d) Meetings between the Corporation and Union shall be held at times mutually agreeable to both Parties. A statement outlining the matters for discussion will be submitted by each Party not less than five (5) working days prior to the time of the scheduled meeting except in the case of an emergency.

9.04 The President of the Union or their representative, Chief Steward, Stewards and Committee members have regular duties to perform on behalf of the Corporation. No such employee will absent themself from their regular duties unreasonably in order to deal with grievances, or other Union business, nor will they leave their regular duties prior to receiving permission from their supervisor. Such permission to leave will not be unreasonably withheld.

9.05 In accordance with this understanding, the Corporation will compensate the President or their representative, Chief Steward, Stewards and Committee members for their regularly scheduled work time spent in servicing grievances and attending meetings between the Parties, and in reviewing and amending this agreement, up to the time a Ministry of Labour conciliation officer is appointed.

ARTICLE 10 — GRIEVANCE PROCEDURE

10.01 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until they have first discussed their complaint with their immediate supervisor without satisfaction. The employee may, if they wish, be accompanied by their Steward or in the Steward's absence, the Chief Steward. Should any difference arise between the Corporation and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner:

10.02 Step 1

In the first instance, an employee shall take up any such grievance in writing directly with their immediate supervisor within five (5) days of the event upon which the grievance is based. The immediate supervisor shall, if requested by the employee, arrange for the presence of their Steward. The supervisor will give their decision in writing within five (5) days.
10.03 Step 2

(i) If not then settled in Step 1, the grievance may within three (3) days be submitted in writing to the Director Human Resources or designate. The Grievance Committee shall be given an opportunity to discuss the grievance with the Committee of Management within five (5) days of submission of the grievance. The Committee of Management shall give their decision in writing within five (5) days of the discussion. The grievance shall specify the facts and reasons upon which the decision is based.

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

The Union shall be allowed to have a committee of up to three (3) employees in attendance during a grievance mediation meeting, one of whom shall be the President of the Local, or designate.

The costs of the grievance mediation services will be jointly shared by the parties.

10.04 Step 3 - Arbitration

(a) If the grievance is still not settled, the Union will notify the Corporation within thirty (30) days of the reply in Step 2 of their desire to proceed to Arbitration.

(b) The Parties will each appoint an Arbitrator within ten (10) days after the notification from the Union has been received and will promptly advise the other party of the name of their nominee.

(c) The two nominees will then attempt to agree upon a Chairperson and if they cannot agree within a further fifteen (15) days then such Chairperson shall be appointed by the Minister of Labour at the request of either party.

(d) Each of the parties hereto shall bear the expense of the nominee appointed by it and the parties shall jointly bear the expense of the Chairperson.

(e) The Arbitrators shall not be authorized to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

(f) The proceedings of the Arbitration Board will be expedited by the Parties hereto and the decision of the majority of such Board will be final and binding on the parties hereto. In case there is no majority of the Board, then the
decision of the Chairperson shall be similarly final and binding.

(g) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement.

The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of this Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and proceed with the matter on the merits.

The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Committee, in the case of a Corporation Grievance shall stand.

10.05 At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.

10.06 Group Grievance

Within ten (10) days of the event upon which the Grievance is based, the Corporation or the Union may submit a Grievance in writing to the other, alleging the violation of a term of this agreement. Such a grievance shall set out the facts and the section or sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the Grievance Procedure. No grievance shall be submitted by the Union under Section 10.06 unless it involves:

(a) More than three (3) employees and provided that the matter has first been discussed with Supervisor concerned, or

(b) Any number of employees working for different Supervisors.

Nothing in this Article shall prevent the parties from agreeing to the appointment of a sole arbitrator that is acceptable to both parties.

10.07 If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned.

10.08 In this Article 10, days shall exclude Saturdays, Sundays, and Paid Holidays.
ARTICLE 11 - DISCHARGE AND DISCIPLINE

11.01 Whenever the Corporation deems it necessary to censure an employee, the Corporation shall within five (5) working days thereafter give written particulars of such censure to the employee involved, with a copy to the Union. It is understood that the Corporation will copy the Union in all discipline cases.

11.02 (a) Discharge or Suspension Grievance

A claim by an employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director Human Resources or designate at Step 2 within three (3) working days after the discharge or suspension or within three (3) working days after the Union has been notified, whichever is the later.

(b) Such grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.

11.03 (a) Any disciplinary or adverse notation that is not in the nature of coaching and counseling, in writing shall be removed from an employee's record after a period of eighteen (18) months in which they have not received any disciplinary warning or suspension.

(b) Any coaching and counseling letters are non-disciplinary and shall be removed from an employee's record after a period of twelve (12) months in which they have not received any coaching or counseling notations/letters. Such letters may be grieved under the collective agreement; however it is understood that any such grievance shall be to the facts contained in such letter but not to the issuance of the letter itself.

ARTICLE 12 - NO STRIKES OR LOCK-OUTS

12.01 During the life of this Agreement, the Union agrees that there will be no strike and the Corporation agrees that there will be no lock-out. The definition of the words "Strike" and "Lock-out" shall be set forth in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 (a) A regular full-time employee shall be placed on the seniority list as of the date of hiring after a probationary period of 840 hours worked.

(b) A regular part-time or casual employee shall be placed on the appropriate seniority list as of the date of hire after a probationary period of 576 hours
worked.

(c) Until an employee is so placed on the seniority list, they shall be known as a probationary employee who may not grieve regarding discharge provided that at the request of the Union such discharge will be discussed at a meeting as provided under Section 9.03 (d), but any such discussion will not be subject to the grievance procedure.

ARTICLE 14 - SENIORITY

14.01 (a) Seniority will be recognized as length of time in the bargaining unit. Service will be recognized as length of time with the Corporation.

(b) A regular part-time and casual employee's seniority and length of service shall be amended to be proportional to time normally and actually worked.

(c) Any regular full-time or part-time employee within the Corporation, who becomes a member of CUPE Local 1757 as the result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Corporation to CUPE Local 1757.

14.02 The Corporation shall prepare one (1) seniority list for full-time, regular part-time and casual employees.

14.03 The Corporation shall maintain a master seniority list for regular employees which will include employee service and seniority dates. The list shall be updated following each pay period and a copy shall be posted to the Corporation's intranet system. At any time during working hours, up-to-date seniority information shall be available, on reasonable notice, to the Union on application to Human Resources. The Corporation recognizes that regular part-time employees who become regular full-time shall bring their accumulated seniority with them, and similarly, full-time employees who become part-time will be credited with their full-time seniority.

14.04 The following is the process to be used when two (2) or more employees have the same start date for seniority purposes:

For employees hired after January 1, 1997 - using the last three (3) numbers of the employee's Social Insurance Number (SIN), whomever has the lowest last three numbers will be considered the first hired, and so on. If two employees have identical last three (3) numbers, the fourth number of the SIN number will be compared with the lowest fourth number of the two (2) employees being considered the first hired.

Example I: Employee A 779 441 789
            Employee B  706 123 690

Employee B is considered the first hire
Example 2:  Employee A  779 441 789
Employee B  706 123 789

Employee A is considered the first hire

ARTICLE 15 – LOSS OF SENIORITY

15.01 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Corporation. An employee shall only lose their seniority and be deemed terminated and no longer an employee for the following reasons:

(a) if an employee resigns;
(b) after twenty-four (24) consecutive months lay-off (an employee may qualify for statutory severance entitlement as provided under the Employment Standards Act);
(c) if an employee is discharged and the discharge is not reversed through the Grievance Procedure;
(d) if an employee has been absent for five (5) consecutive working days without having been granted a leave of absence in accordance with Article 24 and does not give a satisfactory reason;
(e) if an employee is laid off and fails to return to work within (5) working days after being notified by registered mail to their last known address on the Corporation's records to report for work and does not give a satisfactory reason;
(f) if an employee overstays a leave of absence, granted by the Corporation in writing, and does not secure an extension of such leave, or provide a reason satisfactory to the Corporation for the overstaying of such leave;
(g) at the end of the month in which the employee retires.

15.02 It is agreed that the first day of retirement shall be the first day of the month following the month an employee retires and resigns their employment.

It is understood that once an employee has determined a date of retirement, they are responsible to advise their manager in writing of their intent to retire and specify the retirement date, with a copy to Human Resources. It is preferred the employee provide written notice of retirement no less than three months in advance of the retirement date as a reasonable period to process the retirement.

ARTICLE 16 – JOB POSTINGS

16.01 Awarding of Positions

In promotions, demotions, transfers, layoff and recall, the following factors shall be considered:
(a) seniority;

(b) knowledge, efficiency and ability to do the normal requirements of the job;

(c) physical ability to perform the functions of the position;

and when factors (b) and (c) are relatively equal in the judgement of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.

(d) Where the Corporation determines interviewing is required, the following shall be considered when assessing competing applicants for a vacancy.

1. Interview questions shall be standard for each applicant as determined by the Corporation.
2. Interview questions must be relevant to the necessary qualifications and requirement of the vacancy.
3. Interview questions and applicant responses shall be recorded at any interview.

An employee selected as a result of a posted temporary vacancy need not be considered for a subsequent temporary vacancy during the term of the original temporary position.

The Corporation need not consider probationary employees for any subsequent postings during the employee’s probationary period.

16.02 No qualifications shall be set by the Corporation for any job unless the qualifications are reasonable and necessary for the performance of that job.

16.03 The Corporation shall be free to temporarily fill a vacancy during the posting period by appointing a qualified person according to seniority.

16.04 Vacancies

Employees shall work on jobs assigned to them by the Corporation from time to time, provided that the right to make permanent transfers shall, subject to 16.01, be dealt with in the following manner:

(a) Vacancies which the Corporation intends to fill shall be posted for a period of seven (7) consecutive days. If no suitable candidate applies, the job may be filled by the Corporation from among other employees, or by new hirings. If the Corporation decides not to fill a vacancy, they shall immediately notify the Union in writing. A meeting shall be held if either party makes a request for one.
(b) The posting shall show the classification vacant, the requirements of the job, wages and wage scale, office location, division, duties presently assigned.

(c) **Should external** advertising for any vacancy **occur, it is understood that no external candidate will be considered for any vacancy** until present employees have had an opportunity to apply in accordance with the stated job posting time limits and **had their qualifications assessed.**

External advertising may occur from time to time concurrently with internal postings with the understanding that the above shall apply.

16.05 (a) An employee may apply for a posted job as designated on the posting, setting out in detail, their qualifications for the job.

(b) On a monthly basis, the Corporation shall provide the Union the name and seniority status of the successful applicant capturing any successful applicants from within the previous calendar month.

(c) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why they did not get the job. Any such request shall be made within three (3) days of the filling of the vacancy and the answer shall be given within three (3) days of the making of the request.

(d) In no case shall a casual employee exercise seniority against a regular employee, but if a vacancy for a regular position is not filled by a present regular employee, a casual employee who applies for the vacancy, shall be considered before a new employee is hired.

16.06 **Appointment Dates**

Appointments from within the bargaining unit shall be made within twenty (20) working days of the date of acceptance of the position.

16.07 **Trial Period**

The successful applicant appointed to a posted vacancy shall be placed on the job for an assessment period of four hundred and fifty (450) hours worked. Conditional upon satisfactory service, such transfer shall be confirmed after the successful completion of the assessment period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds the new position unsatisfactory, they shall be returned to their former permanent position without loss of seniority and wage or salary, within a reasonable period of time following written confirmation by Human Resources. The Union will receive a copy of this written confirmation. Such decision by either Party will not prejudice further consideration of the employee for any other vacancy.
16.08 When a secondary vacancy occurs due to the transfer of an employee into the initial vacancy, it shall be posted for five (5) consecutive days.

16.09 An employee will not be transferred from one office to another within the Region without prior discussion between the employer and employee. The employee will be given at least 20 working day’s notice in advance of such transfer, except in the event of an emergency. All other factors mentioned in Article 16.01 being relatively equal, length of continuous service shall govern the transfer.

16.10 The Recording Secretary of the Union shall be notified in writing of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

16.11 No employee shall be transferred to a position outside the bargaining unit without their written consent. If an employee accepts a permanent position outside of the bargaining unit, they shall retain their seniority acquired at the time of leaving the bargaining unit for a period not to exceed six (6) months. Such an employee may only return to the bargaining unit during the six (6) month period through the posting procedure.

An employee who accepts a temporary position outside of the bargaining unit shall retain their seniority without any further accumulation from the time they commenced working outside of the bargaining unit up to a maximum of eighteen (18) months. Upon completion of the temporary position, the employee shall return to their former permanent position or if not available exercise their seniority rights in accordance with Article 17.

It is understood that if an employee returns to the bargaining unit for less than twenty (20) working days between temporary positions outside the bargaining unit, that will be considered as continuous time outside the bargaining unit.

16.12 (a) In this Article 16, "vacancies" shall mean those of a long-term nature, such as arise through quits, new jobs, extended illness, leave of absence, etc., over three (3) months.

(b) In vacancies of three (3) months or less, the Corporation may appoint a qualified person from within the Department by mutual agreement according to seniority.

16.13 In this Section 16, "days" shall not include Saturdays, Sundays and Paid Holidays.

**ARTICLE 17 – LAYOFFS AND RECALLS**

17.01 Both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority. Employees shall be recalled in order of their seniority providing they are qualified to do the work.
17.02 A layoff shall be defined as a reduction in an employee's hours of work and/or a reduction in the workforce.

17.03 No new employees will be hired until those laid off have been given an opportunity of re-employment.

17.04 Subject to the provision of Article 16.01 when layoffs are necessary, employees shall be laid off in the following order and recalled in reverse order:

(a) casual employees;
(b) Interns
(c) regular employees.

17.05 a) The Corporation shall notify employees who are to be laid off by providing them with a minimum of ten (10) working day's notice before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) days after the notice of layoff, they shall be paid in lieu of work for that part of the ten (10) days during which work was not made available.

b) Upon notification of layoff employees shall be provided with the seniority list showing which person holds what position and the locations of those positions, and a list of all vacant positions. Any new employee who is hired into any program after the "official" layoff seniority list is created shall be added to this list for the duration of said layoffs.

17.06 (a) An employee who has been notified of a layoff may:
   i) accept the layoff, or;
   ii) opt to retire if eligible under the terms of the collective agreement and OMERS legislation, or;
   iii) elect to bump into a vacant position, as outlined and defined in Article 17.06 (c), or;
   iv) displace a junior employee, as outlined and defined in Article 17.06. It is preferred but not mandatory that the bump be restricted to the most junior employee in the selected job.

(b) Employees wishing to exercise their bumping rights to displace a less senior employee must have the necessary qualifications for the position.

(c) Employees wishing to bump into a vacant position will have their qualifications assessed for the vacant position in accordance with the criteria outlined in Articles 16.01 and 16.02. It is understood that a vacant position for the purpose of this article shall be defined as a position for which the internal posting process has been completed and no successful applicant has been appointed.

Employees are to notify Human Resources of their selection under 17.06(a) in writing, within five (5) working days of receiving notice of layoff.
The Corporation's decision on acceptance or denial of a bump shall be communicated in writing to affected employees and the union within five (5) working days.

17.07 The employee will be given an orientation and assessment period not to exceed thirty (30) working days. Should the Corporation deem the employee unsatisfactory or unsuitable, the employee will be advised that they are to be laid off and will be allowed to exercise their bumping rights into another position.

Such decision will not prejudice future consideration of the employee under a posted vacancy for the same position.

Any other employee displaced as a result of the above rearrangements of positions shall be returned to their position without loss of seniority, benefits, wage/salary.

Should the employee find the new position unsatisfactory, the employee will inform Human Resources and the employee will be laid off and allowed to exercise their bumping rights into another position. Should the employee find the second new position unsatisfactory they will be allowed to exercise their bumping rights into another position. If the employee finds this second position to be again unsatisfactory they will be allowed one final time to exercise their bumping rights into another position.

The parties agree that the above language applies to only two transfers as the result of exercising their seniority in securing another position.

17.08 Grievances concerning layoffs shall be initiated at Step 2 of the Grievance Procedure.

17.09 In cases of layoff during the months of June, July and August the Employer agrees to offer the Summer layoffs in accordance with seniority but starting with the most senior members of the bargaining unit first and so on until the employer has the number of employees they require to be laid off.

All other layoffs except for Summer Layoffs will be in accordance with Article 17.

17.10 Transfers resulting from the displacement of active employees may be held in abeyance until all transfers can take place and no employee will suffer any loss of wages, benefits or seniority while awaiting a transfer under this clause.

Once the last employee affected by this process is confirmed, in writing, all transfers of affected employees shall be made within 10 working days.

17.11 (a) The Corporation agrees to pay its share of the premiums for the benefit plan outlined in 27.01 for the three (3) months following the month of layoff,
subject to the laid off employee paying their full share of such premiums prior to the commencement of the layoff.

(b) When an employee submits to Human Resources written application for continual enrolment in specific and eligible employee benefits at 100% their cost during the twenty-one (21) months following the first three months of layoff, unless precluded otherwise by the policy carrier. The employee shall submit post-dated cheques as of the first business day of the fourth month of layoff. The Corporation shall discontinue benefits should an employee become one month in arrears of payment.

17.12 The Employer agrees that no full time permanent employee with the bargaining unit shall be laid off or have their hours of work reduced for reasons of their duties being carried out by one or more part time employees at the same facility.

ARTICLE 18 - HOURS OF WORK

18.01 The normal work week for full-time employees shall consist of five (5) seven (7) hour days from Monday to Friday 8:30 a.m. to 4:30 p.m., inclusive, for a total of thirty-five hours per week including one unpaid lunch hour.

The normal work week for part-time or casual employees may vary within each respective program area.

18.02 The Corporation does not guarantee these normal hours of work; it is understood that scheduled hours of work for full time and part time employees may vary from time to time within respective program areas but before any permanent/long term change is made, or new or different shifts are established, there will be no less than six (6) weeks written notice to the Union save and except emergency situation when declared by the office of the MOH.

The written notice to the Union shall include a business plan demonstrating improved service delivery and/or cost savings for the creation of new shifts or revised existing shifts. Upon receiving the notice, the Union and Corporation shall meet within two (2) weeks to discuss an implementation protocol.

18.03 No employee shall be required to work a split shift, unless mutually agreed between the employee and their manager.

18.04 Employees shall be granted one (1) rest period of fifteen (15) minutes for each half of their daily shift.

18.05 It is agreed that before the Employer hires new or part time employees, the Employer will fully investigate the combining of any new part time employees hours of work with hours worked by part time employees who are already members of this bargaining unit to enable part time employees to work 24 hours per week or more.
If additional hours are to be made available at a facility where there is more than one part time employee, then the additional hours of work will be offered in accordance with seniority on a rotating basis.

18.06 Notwithstanding Article 18, the employee and the immediate Manager may by mutual consent flex scheduled hours of work on a day to day basis and that any such requests will not be unreasonably denied. It is understood that the accumulation of flex time or banked time will be done in accordance with the guidelines established by the respective Division Director.

18.07 It is agreed that should weekend work be required, it shall be scheduled as equitably as possible amongst those employees qualified to perform the work. The Corporation will endeavor to keep weekend work to what is operationally required.

**ARTICLE 19 - OVERTIME**

19.01 (a) All time worked beyond the normal workday, the normal workweek, shall be considered overtime.

Overtime rates shall apply as follows:

(i) Hours worked over and above the normal seven (7) hours per day, thirty-five (35) hours per week, Monday to Saturday shall be paid at the rate of time and one half (1½) (salary to be reduced to an hourly rate) for the first four (4) hours and double (2) time for hours worked thereafter on any given day (salary reduced to an hourly rate). All overtime hours must be pre-approved by the concerned Manager or designate.

(ii) All overtime worked on a Sunday will be paid at two (2) times for each hour worked (salary reduced to hourly rate).

(iii) An employee may request payment for overtime worked to be paid on the next pay period or bank such time.

(iv) Employees who work overtime as prescribed above or who are entitled to time off as a result of Article 20 (Call in pay and stand by pay), may elect to bank the time owed to them. Time off in lieu may be taken by the employee provided the time off was requested in advance and with the mutual agreement between the employer and the employee.

(v) All overtime, call in and stand by time shall be used at a time mutually agreed upon by the Employer and employee or paid out as of the last pay period in December annually. Except subject to management approval, an employee may be allowed to carry over up to a maximum of two (2) weeks overtime, call in or stand by time if the employee informs
their Supervisor/Manager, in writing, no later than November 30th annually. Such approval by the Supervisor/Manager shall not be unreasonably withheld.

(vi) Regular part-time and casual employees shall be entitled to overtime rates for hours worked over and above seven (7) hours per day or thirty-five (35) hours per week. All overtime hours must be pre-approved by the concerned Manager or designate.

19.02 Opportunities for overtime work and stand-by shall be distributed by the Corporation as equally as is practicable among the employees in a department who normally performs the work involved, on a rotating seniority basis.

19.03 Employees shall not be required to layoff during regular hours to equalize any overtime work. Neither overtime premiums nor credits for overtime shall be pyramided.

19.04 An employee required to work a minimum of two (2) hours overtime before or after their hours of work for that shift shall receive a $10.50 meal allowance.

ARTICLE 20 – CALL-IN PAY AND STAND-BY PAY

20.01 An employee who is called in outside their standard hours other than for scheduled overtime work, shall be paid either a minimum of three (3) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-in, whichever is the greater.

20.02 Stand-By Time

An employee designated as on stand-by on a weekend or any other paid holiday shall be credited with three and one half (3-1/2) hours lieu time for each day. Part holidays shall be pro-rated accordingly. Stand-by time shall be from 8:30 a.m. to 4:30 p.m. each day.

20.03 If the employee, while on stand-by is required to leave their residence to make a service call, in such case the employee shall be allowed at their hourly rate in lieu time off for each call at the rate of time and one-half for each hour worked over and above the time allowed for being on stand-by with minimum of one hour per service call at the above rate. It is understood that an employee cannot claim additional lieu time outlined below for telephone time when they are already being compensated for being on a service call. An employee while on standby is required to be available at all times and provide a physical response within sixty (60) minutes of the service call.

If an employee, while on stand-by, is required to perform the Corporations business via telephone, such employee will be compensated by receiving lieu time for fifteen (15) minutes for any telephone time of less than fifteen (15) minutes
duration and thirty (30) minutes for the total sum of all calls longer than fifteen (15) minutes but less than one half an hour (30 minutes) and so on and so to the nearest cumulative 15 minutes for all calls taken while on stand-by and not for each singular call.

**ARTICLE 21 – SHIFT PREMIUMS**

**21.01 Effective April 1, 2015**

(a) **Afternoon/Evening**
Employees working hours outside of 8:30 a.m. to 4:30 p.m. shall receive a premium of one dollar & thirty ($1.30) per hour for such hours worked.

(b) **Weekend**
Employees working hours outside of Monday to Friday shall receive a premium of one dollar & thirty cents ($1.30) per hour for such hours worked. It is understood the weekend is defined as hours worked between 12:01 a.m. Saturday to 8:29 a.m. Monday.

**ARTICLE 22 – PAID HOLIDAYS**

**22.01** The employer recognizes the following paid holidays at the employee's standard rate of pay:

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

And any other holiday if and when proclaimed by the federal, provincial or municipal government.

Subject to the approval of their supervisor, an employee may be allowed time off work with pay to a maximum of two hours to attend a Remembrance Day Service whenever November 11 falls on a normal working day.

**22.02 (a)** A regular full-time employee who is not required to work on the above paid holidays shall receive holiday pay equal to one normal day's pay, provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday, unless excused in writing by their Supervisor or the Medical Officer of Health and provided they have worked in the week in which the holiday is observed.
(b) A regular part-time employee who is not required to work on the above paid holidays shall receive holiday pay equal to one normal day’s pay provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday, unless excused in writing by their Supervisor or the Medical Officer of Health.

(c) A regular employee who is absent on paid leave of absence or vacation will not be required to work in the week in which the holiday is observed in order to qualify for holiday pay.

(d) A casual employee shall be paid for the holidays in accordance with the Employment Standards Act.

22.03 The Corporation may require employees to work on paid holidays and it is agreed that they will receive double time for the time worked in addition to their holiday pay, or a day off with pay in lieu of holiday pay, by mutual agreement.

22.04 When an employee is scheduled to work on a paid holiday and does not work, they shall not be paid for the holiday unless excused in writing by their Supervisor.

22.05 It is understood that an employee will not be required to work their scheduled shift before or after a paid holiday if they are off because of illness or a regularly scheduled day off, or a granted leave of absence.

ARTICLE 23 - VACATIONS

23.01 (a) FULL TIME EMPLOYEES

Full time employees shall receive annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Effective January 1, 2008

<table>
<thead>
<tr>
<th>YEARS OF SERVICE AS OF JAN 1ST OF THE CURRENT YEAR</th>
<th>VACATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one (1) year</td>
<td>1 2/3 days per month of service</td>
</tr>
<tr>
<td>One (1) year or more</td>
<td>Four (4) weeks</td>
</tr>
<tr>
<td>Seventeen (17) years or more</td>
<td>Five (5) weeks</td>
</tr>
<tr>
<td>Twenty-seven (27) years or more</td>
<td>Six (6) weeks</td>
</tr>
<tr>
<td>Plus one (1) day of vacation each year after 30 years of service</td>
<td></td>
</tr>
</tbody>
</table>
No vacation will be granted before the completion of the employee’s probationary period. The vacation accrual date will be an employee’s date of hire.

(b) PART TIME EMPLOYEES

Effective January 1, 2011

<table>
<thead>
<tr>
<th>YEARS OF SERVICE AS OF JAN 1ST OF THE CURRENT YEAR</th>
<th>VACATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Than one (1) year</td>
<td>1 working day for each month up to a max. of 10 days</td>
</tr>
<tr>
<td>One (1) year or more</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Five (5) years or more</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Ten (10) years or more</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Fifteen (15) years or more</td>
<td>5 weeks</td>
</tr>
<tr>
<td>Twenty-seven (27) years or more</td>
<td>6 weeks</td>
</tr>
</tbody>
</table>

PART TIME VACATION CALCULATION

(i) The vacation calculation date for a part time employee shall be their hire or transfer date. No vacation will be granted before the completion of the employee’s probationary period. It is understood that the vacation entitlement will be pro-rated and based on the standard number of hours normally and regularly worked.

For the purposes of calculating vacation, all vacation credits shall be calculated and placed into the vacation bank prior to the actual earning of such credits.

(ii) A part time employee who has regularly scheduled hours of work will be entitled to take vacation time off, with pay, in accordance with the employee’s pro-rated vacation entitlement.

(iii) All regular part-time employees are responsible to schedule and take their entire paid vacation entitlement within the prescribed period. Failure to take vacation entitlement will result in the Employer scheduling such unused vacation each year.

(iv) A Part time employee who transfers to Full time (whether temporary or
permanent) will have their vacation entitlement adjusted to reflect Full-time entitlement. Specifically, any vacation credits previously placed into their vacation bank as a Part time employee will be pro-rated (i.e. from Jan. 1 to their transfer date) and left in their bank to use for the remainder of that vacation year. They shall then begin to accrue vacation credits as a Full time employee (i.e. commencing their transfer date to Dec. 31 of the current remaining year) for use the following vacation year.

23.02 The annual vacation period shall be from January 1 to December 31.

For the vacation period January 1st to December 31st, each Division shall post a list by October 15th. Employees will indicate by no later than November 1st the vacation periods they would prefer. Vacation schedules will then be posted by November 15th.

The Corporation shall set the vacation schedules, taking into account, the preferences indicated by the employee on the basis of seniority, firstly in each area office and secondly, universally, consistent with the efficient functioning of the Public Health Department.

23.03 Employees shall be entitled to their vacation in unbroken weekly periods where sufficient vacation credits are available unless otherwise mutually agreed.

23.04 After vacation schedules are posted respectively on November 15th as noted above, the vacation schedules shall not be altered except in cases of emergency or upon mutual agreement. Any request to change vacation after November 15th, changes will be considered on a first come first serve basis based on operational requirements.

Should an employee not indicate their entire annual vacation preferences in accordance with Article 23.02 above, it is understood that their preferences, once requested after November 15th, will also be considered on a first come first serve basis based on operational requirements.

23.05 Unused vacations may not be accumulated without the prior approval in writing of the Supervisor and in any case, may not be accumulated for more than one (1) year.

23.06 Where an employee qualifies for sick leave requiring hospitalization or bereavement either prior to or during their period of vacation, there shall be no deduction from their vacation credits.

23.07 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 salary or wages payable to them under this Article, in lieu of such vacation.

23.08 In the case of death, full accumulated vacation entitlement shall be paid in cash to
the beneficiary as stated in writing.

23.09 Employees who are absent without pay shall receive a pro-rata reduction in their vacation entitlement. The reduction will be calculated for the period which begins one (1) month after the leave began and ending on the day of return or recall to work.

23.10 Casual Employees:

Casual employees shall receive vacation pay as per the Employment Standards Act, calculated as a percentage of gross vacationable earnings and shall receive payment for vacation earned with each regular pay.

ARTICLE 24 – LEAVE OF ABSENCE

24.01 The Corporation may grant leave of absence with or without pay to an employee for reasons satisfactory to the Corporation. Request for such leave of absence shall be in writing and shall be submitted to their supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Supervisor as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in Article 24.03. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Reasons for refusal of any requests for leave shall be given by the Corporation in writing.

24.02 Employees elected or appointed by the Union to attend conventions and conferences of the Union, shall be granted leave of absence, without pay, provided the Corporation is given reasonable notice. No more than three (3) employees may be absent at any one time and such leaves without pay shall not total more than thirty (30) working days in one (1) year, excluding traveling time.

24.03 Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of seniority by the Corporation for a period of up to two (2) years. If the employee returns to the Bargaining Unit within one (1) year, they shall be entitled to claim their former position. If the employee returns to the Bargaining Unit after one (1) year, the employee is entitled to take a temporary position until such time as a vacancy occurs where they can apply their full length of service to the job posting.

24.04 Pregnancy/Parental Leave

Pregnancy and parental leaves under this Article are granted pursuant to the Ontario Employment Standards Act, 2000 as follows:

(a) Pregnancy Leave
Pregnant employees who have been employed for thirteen (13) weeks with the Corporation prior to the estimated date of birth are eligible for pregnancy leave without pay up to seventeen (17) weeks. Pregnancy leave shall not commence earlier than seventeen (17) weeks prior to the estimated date of birth.

(b) Parental Leave
All employees who have been employed for thirteen (13) weeks with the Corporation prior to the estimated date of birth or coming into the care and custody of the child, are entitled to parental leave without pay of up to thirty-five (35) weeks following the birth of the child or coming into the care and custody of the child. Parental leave for pregnant employees must commence immediately following the expiration of the pregnancy leave, or immediately following the commencement of coming into the care and custody of the child. Parental leave for all other employees must commence within the thirty-five (35) week period immediately following the birth of the child or coming into the care and custody of the child.

(c) Notice
Employees eligible for pregnancy and/or parental leave must provide a minimum of two (2) weeks written notice to the Corporation prior to the commencement of the leave. Employees on pregnancy or parental leave who intend to return to work prior to the expiration of the granted leave must provide a minimum of four (4) weeks written notice to the Corporation prior to resuming their duties.

(d) Benefits, Seniority & Service
Throughout a pregnancy and/or parental leave, an employee on such leave shall continue to accrue seniority and service. For accumulation of vacation credits, service for full-time employees shall be continuous for the period as defined in the Employment Standards Act, 2000 for pregnancy and parental leaves.

In addition, all benefits, including pension, to which there are co-contributions made by both the employee and the Corporation shall continue in effect throughout the leave unless the employee gives written notice of their intention to discontinue their regular contributions, in which case, such coverage shall cease for the period of the leave.

(e) Reinstatement
An employee who has taken pregnancy and/or parental leave shall be reinstated upon expiration of the leave in the position the employee most recently held, if it still exists, or to a comparable position if it does not. In the event of a layoff occurring, the provisions of the layoff and recall Article shall apply.
(f) Effective January 1, 2016

Pregnancy or Parental Leave SUB Plan
An employee who is on pregnancy or parental leave as provided under this agreement who has passed the probationary period and has had such earnings from the Corporation within a twelve (12) month period and who provides proof he/she is in receipt of Employment Insurance Pregnancy or Parental Benefits shall be paid a supplemental Employment benefit for a maximum period of fifteen (15) weeks based on Employment Insurance eligibility for Pregnancy or Parental Benefits, excluding the Employment Insurance waiting period.

The benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly Employment Insurance benefits and any other earnings to a combined maximum of one hundred & fifty dollars ($150) per week.

It is understood that this maximum 15 week SUB benefit is only payable for either pregnancy leave or parental leave and not both leaves.

24.05 Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any Provincial, or Municipal election and four (4) consecutive hours off for the purpose of voting in a Federal Election or referendum, unless otherwise amended by statute. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Corporation, as may be necessary to provide such three (3) or four (4) hours while the polls are open. The employee shall suffer no loss of pay for such absence.

24.06 Jury or Witness Leave

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

24.07 Leave for Public Duties

When elected to Federal or Provincial legislature or elected to a full-time Municipal office outside of the geographical boundaries of Regional Niagara, the Corporation will grant leave of absence without pay, and without loss of further accumulation of seniority for one (1) term of office. One further extension of one (1) term may be granted on written application.
24.08 An employee selected to participate in Olympic Games, Pan American Games, Commonwealth Games as an athlete or as an official, shall be allowed up to three (3) months leave of absence to prepare without pay and without paid holidays during the leave of absence, and without loss of seniority.

24.09 An employee elected to a position within the professional groups represented by the local union, which are as follows:

- College of Dental Hygienists of Ontario
- Ontario Dental Assistants Association
- Ontario Association for Infant Development
- Canadian Institute of Public Health Inspectors
- Ontario Public Health Association
- College of Dietitians
- Health Promotion Ontario public health
- Ontario Society of Nutrition Professionals in Public Health

shall be granted leave of absence with pay to fulfill the duties of their elected position for a total of up to five (5) working days per year, provided that such leaves can be granted consistent with the requirements of the Corporation, and that no more than two (2) employees may be absent at any one time on such leave. Requests shall be made in writing and shall be submitted to the Division Director at least three (3) weeks in advance, unless circumstances make it impossible to do so. Replies shall be in writing and shall include the reason if the request cannot be granted.

**ARTICLE 25 - COMPASSIONATE LEAVE**

25.01 In the event of the death of an employee's spouse, child, or parent the bereaved employee will be granted leave of absence with pay for five (5) regularly scheduled working days to administer bereavement responsibilities.

25.02 In the event of the death of an immediate relative, the bereaved employee will be granted leave of absence with pay for three (3) regularly scheduled working days to administer bereavement responsibilities. Immediate relative shall mean:


(b) A person who is: a blood relative of the employee or their spouse and is normally resident in the employee's household has been dependent upon the employee.

25.03 It is understood that regular part time and casual employees on such leave
receive their regular wages for all days where the employee would have otherwise been scheduled to perform work during the leave period. For example: a regular part time employee who is scheduled to work on Monday, Wednesday, and Friday and is entitled to leave in accordance with Article 25.01 would receive pay for the three (3) days they were scheduled to work, and not five (5).

25.04 At the sole discretion of the Corporation, one-half (1/2) day's leave of absence shall be granted without loss of pay or wages to attend a funeral as a pallbearer.

25.05 An employee shall not be entitled to the benefits of Article 25.02 when they do not attend the funeral of the immediate relative unless in a case where they are executor or executrix.

**ARTICLE 26 – INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN**

26.01 All prior articles and by-laws pertaining to an accumulative sick leave credit plan and lump sum payment or gratuity are null and void, it being understood that the sick leave disability income insurance and outstanding lump sum gratuity credit shall be administered as noted in this article.

26.02 (i) The Corporation shall provide an integrated health disability income insurance plan for full-time employees as follows:

An employer funded short-term disability plan (1-150 days) with coverage based on recognized service time with the employer, and a long-term disability plan (151st day of disability or expiration of sick leave credits, whichever the greater) and as detailed in Schedule B. It is understood that should the provision for employment insurance be amended in the future, eligibility for long-term disability benefits shall be appropriately adjusted to ensure continuation of wage loss protection income.

(ii) It is understood the wage continuance made payable under the integrated health disability income insurance plan shall never be less than the amount required to meet the Employment Insurance premium reduction criteria.

26.03 The number of days or part days for which an employee receives sick pay shall be charged in accordance with Schedule B and deducted from their accumulated frozen sick leave credit plan where not otherwise covered under Schedule B. Deductions shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent on sick leave as defined in this Article. All absences due to sickness shall be deducted on a straight time basis and charged to the nearest hour. A payment for sick leave will be at the employee's basic rate of pay excluding shift, overtime, or other premiums. Employees shall be entitled to have six (6) hours of paid leave each calendar year in order to attend their own medical/health related appointments. Any appointment(s) exceeding six (6) hours of absence will result in a charge to the employee's sick credits for the total time off
work, if available, or charged to the employee's lieu time or vacation record unless agreed otherwise with the Manager through a temporary flex-time arrangement.

26.04 The accumulated sick leave credit plan shall be capped and frozen effective August 1, 1996, it being understood that each eligible employee shall receive a statement from the Corporation advising of the number and value of the frozen credits. On an annual basis, the Corporation will re-calculate and adjust the number of sick leave credits (days/hours) resulting from any change in rates of pay. The employee shall be provided the following options:

a) Sick leave Utilization - Frozen sick leave credits may be used by the employee to replace or supplement income during illness on the basis that one (1) hour will be charged to the sick leave bank for every hour used by the employee, to the nearest quarter hour.

b) Gratuity Payout - Employees may elect to receive payment in the form of money or to replace with other mutually-agreed mechanism (e.g. health spending accounts) for all or a portion of any sick leave credits at the frozen value on the following basis:

i) For employees with vested sick leave credits, the Corporation will pay out on a schedule of annual installments subject to the availability of sick leave reserve funds the first 260 days of vested sick leave credits to a maximum of six (6) months earnings on the basis of one (1) day's pay for two (2) days' credit.

ii) For employees with sick leave credits remaining after utilization as outlined in a) above or payout in b) i) above, the Corporation shall pay out any remaining sick leave credits upon death, termination or retirement on the following basis:

· For credits up to 260 days, 1 day's base wage for 2 days' credit;
· For credits exceeding 260 days, 1 day's base wage for 3 days' credit.

26.05 The Corporation may require an employee to produce a Treatment Memorandum from a qualified health care provider for any illness certifying that such employee is unable to carry out their duties due to illness or injury.

26.06 If an employee suffers a compensable injury while on the job:

(a) the Corporation will pay him for the balance of their shift;

(b) following the day of injury, if and while the employee is eligible for and waiting for approval of Workplace Safety and Insurance Board (WSIB) payments, the Corporation will advance the employee a base wage continuance in the amount equivalent to that paid under an approved WSIB benefit, until the time of approval or denial by the WSIB. The wage continuance is subject to the employee's agreement to provide medical
certification to an Occupational Health representative.

Should such application be denied by the WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be charged to the employee's sick leave plan in accordance with Article 26 and Schedule B.

Should such application be approved by WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be immediately repaid by the employee to the Corporation once the employee is in receipt of monies from WSIB.

26.07 Employees having ten (10) or more years of continuous service with the Corporation on December 31, 1968 and who had established sick leave credits under the personnel policies of the former St. Catharines-Lincoln Health Unit (Section 12 (1) to (4) shall, on termination of employment receive a sick leave gratuity amounting to one-half (1/2) of the sick leave standing to their credit at December 31, 1968 subject to a maximum of six (6) months earnings. In the event of death of an employee who qualifies for payment under this Article, such payment shall be made to their estate.

26.08 The Corporation agrees to administer a 100% employee premium-paid Long Term Disability Plan, as described in Schedule “B”, it being understood that representatives of the Union will be included in the annual review of the Long Term Disability premium adjustments affecting the Union and the selection of the carrier of the Plan. The employee shall have the option to purchase additional LTD coverage at 100% employee-paid cost subject to the approval of the policy carrier.

The Corporation agrees to provide a wage supplement effective July 1, 1998 to a maximum of the difference (in employee-paid premiums) between the previous 25% employee share and the revised 1998 100% employee share for 60% coverage. It should be noted that if the employee has selected to purchase additional Long Term Disability coverage, the wage supplement shall not reimburse this additional coverage.

Effective January 1, 2002 new employees shall not be eligible for non-taxable Long Term Disability benefit coverage supplement as described above.

26.09 The vacation entitlement accrued and credited for a full-time employee shall be paid out effective the date the employee is approved for Long Term Disability benefits by the carrier, if requested by the employee. However, any outstanding lieu, holiday, stand-by, etc... banks shall be paid out effective the date the employee is approved for Long Term Disability.

26.10 Upon elimination or full funding of the Union's sick leave liability, the Parties agree to discuss a target credit for the Union, representing a pro-rata portion of the annual funding of sick leave liability.
26.11 The Employer agrees to pay all costs incurred by an employee if the Employer requests or requires an employee to provide a Treatment Memorandum from a qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to illness or injury.

The Employer agrees that should any changes be necessary to the Treatment Memorandum form, these changes will not be made without prior consultation and discussion with the Union.

**ARTICLE 27 – EMPLOYEE BENEFIT PROGRAM**

27.01 The Corporation will contribute its share of premiums for Green Shield or equivalent benefits as described hereunder commencing the first of the following month upon completion of sixty (60) working days following date of hire.

Contributions to the OMERS pension plan will commence on the first day of employment for permanent full time staff. Part-time/temporary/casual staff may be eligible to join the plan in accordance with OMERS regulations for part-time staff.

Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefits and associated contributions commence for each eligible employee on the first of the following month upon completion of the probationary period.

The general benefit program shall consist of:

(a) Regular Full-Time

Item 1

(i) Ontario Hospital Insurance Plan (OHIP).

(ii) Health Care Provider Extended Health Care Formulary 3 mandatory generic plan (or equivalent) with an annual employee deductible (Effective January 1, 2011) representing 10% of the total prescription fee up to a maximum of $40 single and $100 family per year, and dispensing fee cap of $7.00 per prescription.

(iii) Private Duty Nursing in the Home: 720 hours (90-8 hour shifts) every 36 consecutive months.

(iv) Paramedical: Services of a licensed Chiropractor, Physiotherapist, Naturopath, Speech Therapist, Registered Massage Therapist, Podiatrist, and Osteopath to an annual combined maximum of $500 per person.
v) Vision Care: $400 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist, including laser surgery and $80/24 months towards an eye exam (included in the $400). $200 per twelve (12) consecutive months for dependent children under the age of twelve (12).

vi) Hearing Aids: $1500 per person in any thirty-six (36) consecutive months, including initial batteries only and repairs.

vii) Footwear: One (1) pair of custom made orthotics per person per calendar year to a maximum of $300. Two (2) pairs of custom made orthopaedic shoes or boots per person per calendar year to a maximum of $350. Adjustments to stock footwear to a maximum of $100 per claim twice a year.

Item II Group Life Insurance in an amount equal to nearest $1,000 of one and one-half (1-1/2) times an employee's annual salary for each employee, eligible the first of the month following completion of probationary period up to age seventy (70) or as prescribed by the Carrier. (Includes Accidental Death and Dismemberment). Employees age seventy (70) or greater are subject to life insurance and AD&D volume reductions as prescribed by the insurance carrier. This coverage shall be purchased by the Corporation for each employee and it is recognized that the indemnification is provided by an insurance company, not the Corporation.

Item III Carrier Dental Plan #9 –

(a) Dental Plan (Carrier Code 9 or equivalent) based on previous year's rate as amended from time to time, with nine month oral recall examination and preventative recall package.

(b) $3,000 combined lifetime maximum benefit, for prosthetics and orthodontia, including crowns.

Item IV Carrier Deluxe Travel Plan

The Corporation agrees to pay for each participating employee, 100% of the cost of Items I, II, III, and IV, unless noted otherwise, including in the benefit plan(s) booklets themselves, and subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan.

(b) Regular Part-Time

Item I Health Care Provider Extended Health Care Formulary 3 mandatory generic (or equivalent), $10,000 lifetime maximum with an annual employee deductible (Effective January 1, 2011) representing 10% of the total prescription fee up to a maximum of $40 single and $100 family
per year, and dispensing fee cap of $7.00 per prescription. Reimbursement provided through provider-paid plan and/or mail order reimbursement for prescription drugs.

Eyewear/Vision wear - $200.00 per 24 consecutive months for employees and dependents (no deductible).

**Item II** Dental Plan (Health Care Provider Code 7 or equivalent) based on previous year's rate as amended from time to time, $800 annual maximum as well as a nine-month oral recall examination / preventative recall package.

**Item III** Coordination of benefit payments will apply where a part-time employee or spouse has coverage under more than one plan.

**Item IV** $20,000 Life Insurance benefit, eligible the first of the month following completion of probationary period up to age seventy (70) or as prescribed by the Carrier. Employee's age seventy (70) or greater are subject to life insurance volume reductions as prescribed by the insurance carrier. This coverage shall be purchased by the Corporation for each employee and it is recognized that the indemnification is provided by an insurance company, not the Corporation.

The Corporation agrees to pay for each participating employee, 100% of the cost of Items I, II, III, and IV, unless noted otherwise, including in the benefit plan(s) booklets themselves, and subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan.

(c) Casual

In accordance with the Employment Standards Act.

(d) The employer shall provide at no cost to any Full-time, Part-time, or Casual employee any vaccines, which are required by the employer or mandated by legislation for the employee to perform their employment related duties.

Upon the execution of this Agreement, the Corporation shall furnish to the Union the full text of the Agreement between the Corporation and the carriers for the above plans. Any changes in carriers will not result in a reduction of benefits or service.

27.02 (a) When an employee submits to Human Resources written application for continual enrolment in specific an eligible employee benefits at one hundred percent (100%) their cost during an approved Leave of Absence the Corporation shall approve such requests unless precluded otherwise by the policy carrier. The employee shall submit post-dated cheques from the first day of benefit coverage during the approved Leave of Absence. The Corporation shall discontinue benefits should an employee become one month in arrears of payment.
(b) Should an approved leave commence immediately following expiration of sick leave credits and not exceeding the one hundred and fiftieth (150th) day of continuous disability, the Corporation will pay its share of premiums up to the end of the month in which such sick leave credits are exhausted and subject to the employee paying their share where applicable.

27.03 Registered Practical Nurses, Dental Assistants, Dental Hygienists, Infant Education Teachers, Public Health Inspectors, Community Support Workers, Developmental Support Assistants' and Family Home Visitors, who have successfully completed their probationary period, will be entitled to a fifty dollar ($50) yearly allowance for dry cleaning.

27.04 OMERS

Every full-time employee shall join the Ontario Municipal Employees Retirement Scheme. The Corporation and regular employees shall make contributions in accordance with the provisions of the Plan. Part-time/temporary/casual employees may be eligible to join the plan in accordance with OMERS regulations.

27.05 The Corporation and the employees shall make contributions to the Canada Pension Plan and Unemployment Insurance Plan as required by Legislation.

27.06 OVERAGE RIDER

Overage Rider benefit coverage at 100% employer cost through payroll deduction for a child under the guardianship of an enrolled employee or enrolled spouse and subject to the following requirements:

(a) unmarried;
(b) not living in a cohabitive state;
(c) not employed on a full-time basis;
(d) an eligible dependent (as defined by the Income Tax Act) of an enrolled person; and
(e) either:
   i) 21 years of age; or
   ii) 21 to 25 years of age and enrolled in full-time attendance at an accredited college or university.

The Corporation shall discontinue this benefit should an employee become one month in arrears of payment.

27.07 The Corporation agrees to continue extended health and dental benefit coverage of the surviving spouse and eligible children for any enrolled employee who dies before they reach the age of 65 for a period of twelve (12) months and as per Plan design.

27.08 The Corporation shall continue to pay its share of the premiums of the plan...
detailed under Article 27.01 while an employee is in receipt of Workplace Safety & Insurance Board benefits until such time as the employee is awarded permanent loss of earnings by the Workplace Safety & Insurance Board.

27.09 OMERS 90 FACTOR

Employees exercising retirement options under the OMERS 90 factor shall receive benefits paid by the employer as follows (integrated with Provincial benefit plans for senior citizens)

i. Ontario Health Insurance Plan

ii. Dental and Extended Health care plan, combined maximum $12,500 lifetime for each of the retiree and enrolled spouse or until the retired employee attains 65 years of age, whichever the earlier.

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

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ARTICLE 28 = PAYMENT OF WAGES AND ALLOWANCES

28.01 The Corporation shall pay salaries, wages and overtime 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 electronic statement of their wages and deductions. All employees shall receive their pay by direct deposit bi-weekly on Thursdays.

28.02 When an employee is assigned to and performs the principle duties of a higher paying position for more than one shift, they shall receive the rate for the job. When an employee is temporarily assigned to a position paying a lower rate, their classified rate shall not be reduced.

28.03 After the completion of the initial probationary period, the Corporation shall assume the costs of fees membership year to a maximum of two-hundred and fifty ($250) dollars, for any permanent employee who is required by the Corporation to be a member of the following association or organization.

College of Dental Hygienists of Ontario
Ontario Dental Assistants Association
Canadian Institute of Public Health Inspectors
College of Dietitians of Ontario
College of Occupational Therapists of Ontario
Ontario College of Social Workers & Social Service Workers

- 34 -
save and except those Registered Dieticians who are on staff as of December 4, 2012 shall continue to have their full association fees paid.

28.04 The Corporation may hire new employees at a rate higher than the starting rate set out herein where the Corporation considers previous experience warrants a higher starting rate.

**ARTICLE 29 - JOB CLASSIFICATION AND RECLASSIFICATION**

29.01 The Corporation will supply the Union with a Job Description for each classification in the bargaining unit. The description shall specify the principle functions of the job but shall not be construed as a detailed description of all work requirements inherent in the classification. The Corporation and the Union shall meet to discuss Job Descriptions.

29.02 When the duties in any classification are changed (other than temporarily) or where the Union or any employee feels they are incorrectly classified, or when any position not covered by Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Corporation and the Union. If the Parties are unable to agree on the reclassification or rate of pay of the job in question, such dispute shall be submitted to arbitration as per Article 10.04.

**ARTICLE 30 - MILEAGE ALLOWANCE**

30.01 When requested by the Corporation and authorized by the immediate Supervisor to use their personal automobile for Corporation business, employees who do so will be reimbursed at the rate established annually by the Department of Finance Canada and approved by Regional Council. The union shall be advised of the new rate, established by Regional Council by February 1 of each year.

**ARTICLE 31 - SAFETY AND HEALTH**

31.01 The Corporation acknowledges its responsibility to observe all reasonable precautions for the safety, health and sanitation of its employees during working hours and shall continue to supply such equipment and clothing as is necessary for this purpose.

31.02 The Corporation shall promptly reimburse an employee once each calendar year to a maximum of one hundred and twenty dollars ($120) towards the purchase of CSA approved safety footwear to each employee who is required to wear such footwear (all Public Health Inspection staff) upon the employee submitting an original paid invoice for such purchase.
**ARTICLE 32 - TECHNOLOGICAL AND OTHER CHANGES**

32.01 The Corporation shall give the Union ninety (90) days advance notice of any planned technological change in methods which would affect wage rates or working conditions and will, if requested, discuss such change with the Union.

32.02 In the event that the Corporation shall introduce new methods or machines which require new or greater skills than are presently possessed by an affected employee under the present methods of operations, after-hours training or study courses will be arranged where practicable. The Corporation shall reimburse each employee who successfully concludes any such required training or study course for the cost of tuition and text books.

32.03 The Corporation reserves the right to introduce alternative service delivery methodologies that may affect bargaining unit jobs, it being understood that no employee with five (5) or more years seniority shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by its employees, or as a result of technological changes in methods.

**ARTICLE 33 - EDUCATIONAL ALLOWANCE AND TRAINING**

33.01 The Corporation shall post notice of any forthcoming training courses, conferences, and experimental programmes to which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course, and be able to make application therefor. Whenever possible, such notices shall be posted for a minimum of ten (10) days prior to the course. The Corporation shall consider applications for attendance at these courses, but reserves the right to make final selection of courses. The Corporation shall be free to make the selection of participants but shall take into consideration, seniority on a rotating basis.

33.02 The Employer agrees to pay up to a maximum of twelve hundred dollars ($1200) per year for successfully completed courses including tuition and required text and materials, towards the cost of any academic, technical or other job related course of study approved by the Employer. Application for approval shall be made by the employee as required by the Employer who shall have the right to determine whether or not such course is appropriate. If the course is not deemed appropriate the reason for denial shall be given to the employee in writing.

**ARTICLE 34 - COPIES OF AGREEMENT**

34.01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Corporation shall print sufficient copies of the Agreement within thirty (30) days of the signing.
ARTICLE 35 – GENERAL

35.01 The Corporation agrees to the posting of Union notices on bulletin boards or technological equipment, or through the introduction of technological changes providing greater service and efficiency, whereby the reliance on bulletin board notices may be eliminated. Such notices shall relate to appointments, meetings, elections, conventions of the Union and Union social and recreational affairs.

35.02 When an employee shall have any charge or other proceeding brought against him in any court as a result of following instructions in the performance of their duties for the Corporation, the Corporation shall bear the expense of legal counsel necessary for the defence of such employee, provided that this Article shall not be deemed to authorize or condone the commission of any unlawful act and the Corporation will not pay such cost in any case where it is shown that the offence arose out of the deliberate act of the employee.

35.03 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

35.04 The principle of equal pay for equal work shall apply regardless of gender.

35.05 Each employee shall keep up-to-date their current mailing address; telephone number; and all dependents for purposes of benefit eligibility. The employee will update electronically their myHR page of any changes within seven (7) calendar days of the effective date of the change. Upon written consent of the employee, the Employer will advise the Union of current mailing address and telephone number.

35.06 In this collective agreement the word dependent child will be deemed to include a child or children for whom the employee has legal custody.

ARTICLE 36 – NOTICES

36.01 All communications between the parties shall be addressed to:

(a) Director Human Resources
The Regional Municipality of Niagara
2201 St. David's Road West, P.O. Box 1042
Thorold, Ontario L2V 4T7

(b) The President and Secretary of Local 1757
of the Canadian Union of Public Employees who shall be an employee of the Corporation, at their last known address.

(c) Copy to the CUPE Niagara Area Office
ARTICLE 37 – TERM OF AGREEMENT

37.01 This agreement shall be binding and remain in effect for a period of three (3) years, from April 1, 2015 to March 31, 2018, and shall continue from year to year thereafter, unless either party gives to the other party, notice in writing that it desires its termination or amendment or until the Minister has appointed a Conciliation Officer or a Mediator under the Labour Relations Act and the provisions of such Act as amended from time to time shall apply.
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives, as of this 24th day of February, 2016.

CANADIAN UNION OF PUBLIC EMPLOYEES

[Signature]

[Signature]

[Signature]

THE REGIONAL MUNICIPALITY OF NIAGARA

Regional Chair

Regional Clerk

Approved for execution

Legal Services

The Regional Municipality of Niagara
Legal Services

[Signature]

[Signature]
LETTERS OF AGREEMENT

Training and Development Applications for Staff Education Assistance Fund (SEAF)

Subject to Council approval, corporate budgetary funds may be available to assist eligible employees in continuing their education from recognized institutions. This may be separate and apart from potential tuition reimbursement funding assistance. Any employee making application for SEAF reimbursement must be an employee who has successfully completed their probationary period. Applications will be administered in accordance with corporate policy.

Reimbursement is subject to the availability of budgetary funds and SEAF Committee reimbursement criteria which may be amended from time to time.

Auto Damage and Soiling

Whereas the parties agree that the conditions found within this letter of agreement shall apply exclusively to Community Support Workers (Community Mental Health Program) who transport a consumer in their personal vehicle, and

Whereas the application of this agreement requires the employee to have transported the consumer of services in accordance with the requirements found within Program Procedures contained in the Employer's Policy forming part of the Community Mental Health Program Manual,

The parties agree as follows:

1. In the event of damage to a staff member's vehicle as a direct result of transporting a client, the staff member shall notify the Manager within 24 hours of the occurrence and complete an Unusual Occurrence Report Form in accordance with existing policy 1X – 110, and

2. The employee shall provide two written estimates of the cost for conducting the required repairs, and

3. Prior to having repairs performed the employee must obtain written approval to proceed with the repairs from the employer. The employer shall not unreasonably withhold or delay the granting of such approval, and

4. If damage results of soiling or body fluids the employee shall obtain two estimates for the cleaning of the damage limited to the area soiled or damaged and the employee shall seek authorization for the cleaning or repair as per above, and

5. The employer shall have the unfettered right to select the preferred service provider to perform the repairs from the estimates provided by the employee, and
6. The employee shall be reimbursed for approved repairs within a reasonable period of time upon the employee presenting a paid invoice for the work performed to the employer, and

7. Should the Employer elect to pursue the consumer of services for reimbursement of damages they caused the employee shall provide evidence as regards names, addresses and particulars of the event in support of the Employer's action, and

8. The employee shall make their available to be a witness in any proceedings, which are commenced by the employer.

The above forms the entire agreement between the parties as regards this matter.

Pay Equity Maintenance & Internal Equity

The Parties agreed to develop and implement a new Pay Equity Maintenance Plan using a weighted point gender neutral job evaluation system. As a consequence, all positions within the CUPE Local 1757 bargaining unit were rated by a Joint Job Evaluation Committee, with the evaluation results reported to their principals.

Subsequently the parties developed a Pay Equity Maintenance Plan utilizing a weighted points system and fifty-nine (59) point bands as follows:
Pay Equity Maintenance & Internal Equity

Weighted Points

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Proportional value, using all male dominated jobs within the bargaining unit, was applied to achieve Pay Equity maintenance.

Effective October 2, 2000, the parties have agreed to full Internal Equity within the CUPE Local 1757 bargaining unit per the implementation agreement as follows:

Internal Equity Rate Table – October 2, 2000 to March 31, 2001

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<th>Grade</th>
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</table>
Pay Equity Maintenance & Internal Equity

The parties agree that as a result of completing the joint job evaluation process and implementing a gender-neutral job evaluation system, the resulting salary administration system achieves and maintains pay equity. The parties further understand and agree to replace previous pay equity plans with the new Pay Equity Maintenance Plan incorporating the Manual of Procedures, Joint Job Evaluation Plan, Weighted Points and salary grade bands.

LETTERS OF UNDERSTANDING

Ontario Health Tax

This letter will serve as an understanding that the existing collective agreement does not cover the new Ontario Health Premium, such that the employees will be responsible for paying their own Ontario Health Premium as a personal income tax item. However, in the event that the Region of Niagara agrees to pay the new Ontario Health Premium for any of the employees of the Corporation, such will also be given to the CUPE Local 1757 bargaining group to be effective on the same date of implementation as the other employee groups.

This letter is valid for the duration of this collective agreement (April 1, 2015 to March 31, 2018).
## SCHEDULE ‘A’ – 1757 RATE TABLE
April 1, 2015 – March 31, 2016

CUPE 1757 Rate Table
April 1, 2015 to March 31, 2016

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<td>31,435</td>
<td>36,272</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>4PR05</td>
<td>Mental Health Caseworker - Geriatric</td>
<td>38,505</td>
<td>37,675</td>
<td>42,512</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>4PR16</td>
<td>Infant Development Therapist</td>
<td>42,845</td>
<td>42,015</td>
<td>46,852</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>4PR13</td>
<td>Tobacco Control Officer</td>
<td>47,185</td>
<td>46,355</td>
<td>51,192</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>4PR70</td>
<td>Youth Engagement Specialist</td>
<td>48,855</td>
<td>48,025</td>
<td>53,862</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>4PR75</td>
<td>Health Promoter - Generic</td>
<td>50,505</td>
<td>49,675</td>
<td>54,512</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>4PR80</td>
<td>Registered Dietitian - Generic</td>
<td>55,185</td>
<td>54,355</td>
<td>59,192</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>4PR11</td>
<td>Public Health Inspector</td>
<td>63,905</td>
<td>63,075</td>
<td>68,912</td>
<td>73,743</td>
<td>70,504</td>
</tr>
<tr>
<td>14</td>
<td>4PR06</td>
<td>Registered Dental Hygienist</td>
<td>70,505</td>
<td>69,675</td>
<td>74,512</td>
<td>81,343</td>
<td>78,104</td>
</tr>
<tr>
<td>15</td>
<td>4PR07</td>
<td>Social Worker</td>
<td>80,705</td>
<td>79,875</td>
<td>84,712</td>
<td>91,543</td>
<td>88,304</td>
</tr>
</tbody>
</table>

NOTE: 4LH01

An employee will move to the next year on the anniversary date of their corresponding full-time seniority. 1820 hours equals one year of full-time seniority. For greater clarity, it is understood that a part-time employee will accumulate no more than one (1) year of seniority within a twelve (12) month, calendar year.
### SCHEDULE ‘A’ – 1757 RATE TABLE
April 1, 2016 – March 31, 2017

CUPE 1757 Rate Table
April 1, 2016 to March 31, 2017

<table>
<thead>
<tr>
<th>Grade</th>
<th>EIS Code</th>
<th>Classification</th>
<th>Start Rate</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4LA01</td>
<td>Family Home Visitor</td>
<td>18,411</td>
<td>18,487</td>
<td>20,625</td>
<td>21,883</td>
<td>22,881</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR73</td>
<td>Recovery Support Worker</td>
<td>20,570</td>
<td>21,766</td>
<td>22,686</td>
<td>24,141</td>
<td>26,346</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>4PR07</td>
<td>Public Health Inspector - Intern</td>
<td>22,738</td>
<td>24,052</td>
<td>25,801</td>
<td>28,720</td>
<td>30,048</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>4LA04</td>
<td>Community Health Broker</td>
<td>24,697</td>
<td>26,361</td>
<td>27,926</td>
<td>28,538</td>
<td>30,752</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>4PR10</td>
<td>Certified Dental Assistant</td>
<td>27,061</td>
<td>28,663</td>
<td>30,268</td>
<td>31,828</td>
<td>33,488</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR16</td>
<td>Mental Health Caseworker</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR21</td>
<td>Mental Health Caseworker - Geriatric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>4PR15</td>
<td>Infant Development Therapist</td>
<td>29,223</td>
<td>30,557</td>
<td>32,861</td>
<td>34,223</td>
<td>35,658</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR48</td>
<td>Tobacco Control Officer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR70</td>
<td>Youth Engagement Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR74</td>
<td>Health Promoter - Generic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR75</td>
<td>Registered Dietitian - Generic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4PR08</td>
<td>Public Health Inspector</td>
<td>32,486</td>
<td>34,104</td>
<td>36,338</td>
<td>38,277</td>
<td>40,212</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR11</td>
<td>Registered Dental Hygienist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>4PR64</td>
<td>Social Worker</td>
<td>34,333</td>
<td>35,478</td>
<td>38,826</td>
<td>40,771</td>
<td>42,515</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE**

Job Code 4LH01 PHI Team Leader (Grade 7A) receives $3.00 per hour more than Job Code 4PR08 PHI in Grade 7.

An employee will move to the next year on the anniversary date of their corresponding full-time seniority. 1820 hours equals one year of full-time seniority. For greater clarity, it is understood that a part-time employee will accumulate no more than one (1) year of seniority within a twelve (12) month, calendar year.
# SCHEDULE 'A' – 1757 RATE TABLE

**April 1, 2017 – March 31, 2018**

## CUPE 1757 Rate Table

**April 1, 2017 to March 31, 2018**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Code</th>
<th>Classification</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4PA01</td>
<td>Family Home Visitor</td>
<td>18.51</td>
<td>19.70</td>
<td>20.90</td>
<td>21.10</td>
<td>22.50</td>
</tr>
<tr>
<td>2</td>
<td>4PR07</td>
<td>Recovery Support Worker</td>
<td>20.27</td>
<td>21.05</td>
<td>21.85</td>
<td>22.65</td>
<td>25.00</td>
</tr>
<tr>
<td>3</td>
<td>4PR01</td>
<td>Public Health Inspector - Intern</td>
<td>23.02</td>
<td>24.30</td>
<td>25.70</td>
<td>27.10</td>
<td>29.30</td>
</tr>
<tr>
<td>4</td>
<td>4LA04</td>
<td>Community Health Broker</td>
<td>28.70</td>
<td>30.35</td>
<td>32.00</td>
<td>33.60</td>
<td>35.60</td>
</tr>
<tr>
<td>5</td>
<td>4PR10</td>
<td>Certified Dental Assistant</td>
<td>37.56</td>
<td>39.60</td>
<td>41.65</td>
<td>43.70</td>
<td>47.20</td>
</tr>
<tr>
<td></td>
<td>4PR19</td>
<td>Mental Health Caseworker</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR21</td>
<td>Mental Health Caseworker - Geriatric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4PR15</td>
<td>Infant Development Therapist</td>
<td>22.61</td>
<td>24.61</td>
<td>26.61</td>
<td>28.61</td>
<td>30.61</td>
</tr>
<tr>
<td></td>
<td>4PR08</td>
<td>Tobacco Control Officer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR07</td>
<td>Youth Engagement Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR74</td>
<td>Health Promoter - Generic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4PR76</td>
<td>Registered Dietitian - Generic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>4PR08</td>
<td>Public Health Inspector</td>
<td>32.72</td>
<td>34.82</td>
<td>36.92</td>
<td>39.02</td>
<td>41.12</td>
</tr>
<tr>
<td></td>
<td>4PR11</td>
<td>Registered Dental Hygienist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>4PH04</td>
<td>Social Worker</td>
<td>34.78</td>
<td>36.98</td>
<td>39.18</td>
<td>41.38</td>
<td>43.48</td>
</tr>
</tbody>
</table>

**NOTE**

An employee will move to the next year on the anniversary date of their corresponding full-time seniority. 1820 hours equals one year of full-time seniority. For greater clarity, it is understood that a part-time employee will accumulate no more than one (1) year of seniority within a twelve (12) month, calendar year.
SCHEDULE "B"

The Regional Municipality of Niagara
and
CUPE Local 1757

Integrated Health Disability Income Insurance Plan

Introduction

The Regional Municipality of Niagara provides two integrated periods of health disability income insurance for full time employees: short term and long term disability benefits.

Plan Highlights

During the first five (5) working days of absence due to disability, per calendar year based on 35 or 40 hours per week as per your respective collective agreement, the employer pays 100% of base salary, regardless of the number of absences due to disability in the calendar year.

As of the sixth (6) working day and extending to the seventy-fifth (75) working day of absence due to disability (week 2 to week 15), the employer pays the base salary as per the sliding scale, and the employee shall use existing sick credits, if available, to top up to an upset maximum of 100% of base salary with offsetting charges to the employee's sick leave bank.

After the seventy-fifth (75) working day of absence due to disability (15th week) of absence, the employee shall:

- access existing sick credits at 100% base salary regular earnings until exhaustion;

- access sick pay benefits provided by the Employment Insurance Commission, if required, to a maximum number of weeks determined by the Employment Insurance Commission.

After the one hundred and fiftieth (150) working day of absence due to disability (30 weeks), the employee may be eligible to qualify for Long Term Disability (LTD) benefits up to 75 percent of base salary (see Long Term Disability pamphlet).
Eligibility for Disability Benefits

If you are disabled as a result of illness or injury, excluding compensable accidents such as those covered by Workplace Safety and Insurance Board, you will receive disability benefits that are paid by your employer. You are eligible for sick pay benefits upon completion of your probationary period.

Recurrence of Disability

When you return from an absence due to disability for three (3) continuous weeks and perform your regular duties, your benefit period of fourteen (14) weeks of base salary as per the sliding scale will be reinstated in full. However, if within three (3) regular work weeks of performing your regular duties following your return to work, you are disabled from the same or a related cause, only the remainder of the fourteen (14) calendar week benefit period will apply.

If, within three (3) regular work weeks following your return to active work, you become disabled from an unrelated cause of illness or injury, your benefit period of fourteen (14) calendar weeks of base salary as per the sliding scale will be reinstated in full.

If you are absent from regular work and a new disability occurs, your benefits period of fourteen (14) calendar weeks of base salary as per the sliding scale will continue until expiration.
Integrated Health Disability Income Insurance Plan

Glossary of Definitions

**Absence due to Disability**  
When a non-occupational illness/accident has occurred which prevents an employee from attending and performing their regular duties.

**Absence/Authorized**  
An absence where the employee is away from work as entitled by law or under the terms of the collective agreement.

These absences are defined as: vacations/holidays, floating days, lieu time, overtime days, compassionate leave, witness/jury duty, authorized leave without pay (ALWOP), maternity or parental leave, suspension, union business, legal strike/lock out or temporary layoff.

**Absence/Unauthorized**  
An absence where the employee fails to report for work and fails to notify their manager or delegate according to their collective agreement and/or established procedures. These absences may be subject to disciplinary action.

**Actively at Work/Active Work**  
Where an employee attends at their regular occupation and is able to perform all the regular duties of their occupation.

**Base Salary**  
Hourly rate as per the collective agreement times full-time hours per week.

(e.g.  40 hours per week x 52 weeks = 2,080 hours per year x hourly rate;  
35 hours per week x 52 weeks = 1,820 hours per year x hourly rate.)

**Calendar Year**  
January 1 - December 31 inclusive.
<table>
<thead>
<tr>
<th><strong>Continuous Service</strong></th>
<th>A period of unbroken employment with the Region of Niagara, plus any additional eligible service as a result of transfer from another participating employer including:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>· vacation days and holidays granted</td>
</tr>
<tr>
<td></td>
<td>· temporary layoffs</td>
</tr>
<tr>
<td></td>
<td>· interruptions of services as approved by the LTD carrier where applicable</td>
</tr>
<tr>
<td></td>
<td>· authorized absences</td>
</tr>
</tbody>
</table>

| **Disability** | When an employee has a medically determinable physical or mental impairment due to injury or disease which prevents him from performing the duties of their occupation. |

| **Earnings** | Base salary as previously defined, excluding overtime, premiums, or any other compensation. |

| **Existing Sick Credits** | Those earned sick day credits accumulated through the course of employment up to and including the effective date of ratification of the collective agreement. |

| **Illness** | When an employee becomes disabled due to non-occupational illness/injury and is unable to perform the essential duties of their regular work. |

| **Long Term Disability** | An absence resulting from non-occupational or occupational illness/injury as determined by a qualified health care provider which renders an employee totally disabled and unable to attend regular work. An employee may qualify for Long Term Disability (LTD) benefits defined by the LTD carrier after the one hundred and fiftieth (150) working day of absence due to disability (30 weeks) and expiration of existing sick leave credits, whichever is greater. (See Article 26). |

| **Modified Work** | Any job, task, function or combination thereof that an employee with temporary or permanent partial disability may perform safely without unreasonable risk re-injury or unreasonable risk to others. Modified work may be either temporary or permanent in nature. |
Modified work may be available where an employee can perform:

- their regular duties for shorter or alternate hours;
- part of their regular duties for regular, shorter or alternate hours;
- alternate duties for regular, shorter or alternate hours.

<table>
<thead>
<tr>
<th>Regular Duties</th>
<th>Where an employee is able to perform the essential duties of their regular occupation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Disability</td>
<td>An absence where the employee notifies their manager or delegate that they are unable to work due to non-occupational illness/injury on the first day of absence and extending no longer than the seventy-fifth (75) day (15 weeks). Payment of short term disability (STD) benefits will be authorized by the manager.</td>
</tr>
<tr>
<td>Working Day</td>
<td>Regularly scheduled shift.</td>
</tr>
</tbody>
</table>
# Schedule “B” – Integrated Health Disability Income Insurance Plan

<table>
<thead>
<tr>
<th>100%</th>
<th>Employee receives 100% of salary once per calendar year</th>
<th>Employee can top up with sick leave credits at 25% of salary</th>
<th>Employee will use sick leave credits at 100% of salary before going to EI</th>
<th>Employee continues to access sick leave credits at 100% until all credits have been exhausted</th>
</tr>
</thead>
<tbody>
<tr>
<td>75%</td>
<td>Employee receives 75% - 100% of salary based on sliding scale</td>
<td>El (Varied)</td>
<td>THEN</td>
<td>Once qualified, receives 60% of Gross (Current Plan)</td>
</tr>
<tr>
<td>50%</td>
<td>0%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Working Days</th>
<th>0 – 5th day</th>
<th>6 – 75th day</th>
<th>76 – 150th day</th>
<th>151st day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Weeks</td>
<td>1 working week</td>
<td>14 weeks</td>
<td>15 weeks or expiration of sick leave credits</td>
<td>31st week or expiration of sick leave credits</td>
</tr>
<tr>
<td>LENGTH OF SERVICE AS OF JANUARY 1&lt;sup&gt;ST&lt;/sup&gt; EACH YEAR</td>
<td>100% PAY</td>
<td>75% PAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>----------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>During Probationary Period</td>
<td>0 weeks</td>
<td>0 weeks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completion of Probation but less than 4 years</td>
<td>1 week</td>
<td>13 weeks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 years but less than 6 years</td>
<td>3 weeks</td>
<td>11 weeks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 years but less than 9 years</td>
<td>6 weeks</td>
<td>8 weeks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 years but less than 12 years</td>
<td>9 weeks</td>
<td>5 weeks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 years but less than 15 years</td>
<td>12 weeks</td>
<td>2 weeks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 years or more</td>
<td>14 weeks</td>
<td>0 weeks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX “A”

Employee Financed Leave

The following terms and conditions shall apply to a plan for employee financed leaves to be instituted by agreement between the parties and to commence January 1, 2002.

1. An employee and the Corporation may enter into an agreement whereby the employee may request and the employer shall grant a leave of absence during which the employee would be paid from accumulated funds deducted from their pay plus accrued interest on the following options.

   (a) Two for Three Plan: Employee receives two thirds salary in 1st and 2nd year. One third (1/3) salary is deducted in each of 1st and 2nd years and placed in trust for leave in third year.

   (b) Three for Four Plan: Employee receives three quarters (3/4) salary in 1st, 2nd and 3rd years. One quarter (1/4) salary is deducted in each of the 1st, 2nd and 3rd years and placed in trust for leave in the 4th year.

   (c) Four for Five Plan: Employee receives four fifths (4/5) salary in 1st, 2nd, 3rd and 4th years. One fifth (1/5) salary is deducted in each of the 1st, 2nd, 3rd and 4th year and placed in trust for the leave in the 5th year.

2. The granting of such leaves shall be at the sole discretion of the Corporation having due regard for work requirements and shall not result in an increase in cost to the Corporation.

   Applications from employees wishing to enter into an agreement with the Corporation on such leave must be in writing no less than 30 working days in advance of the intended commencement of the wage deferral program.

3. Monies deducted under any of the options in (1) above shall be deposited on behalf of the employee in the St. Catharines Civic Employees Credit Union and shall accrue interest at prevailing rates as allocated by receiving agency.

4. Deduction in accordance with the selected option shall be made from the prevailing salary in each year of the option agreement. The accumulated amount including accrued interest shall then be paid out to the employee in weekly installments in the year of the leave. Payments will be made on the normal pay dates of the pay schedule for that year.

- 54 -
5. Salaries in each year of the option plan except the year of the leave shall be subject to the full deductions for income tax and OMERS with full service being credited for each year. The year of the leaves does not constitute a year of service but may be purchased by an employee on their return from the leave as a year of broken service. Purchase of broken service shall be in accordance with the rules and regulations of OMERS at the time of purchase and shall be at the total expense of the employee.

6. The employee’s seniority shall continue to accumulate during the year of the leave.

7. Where the leave has been granted the Corporation shall post the vacated position as a temporary one and the vacancy shall be filled in accordance with Articles. The Corporation shall reinstate the person on leave on the same or a similar position to the one they left. The employee taking the leave shall be advised of their position status at the beginning of their leave and advised to consult with the Union. The replacement employee shall be advised of the temporary nature of their position upon their appointment to that position.

8. In the event that the position of the person on leave ceases to exist by reasons of staff reduction or organizational changes requiring layoff, then the leave plan ceases and the funds accumulated together with accrued interest shall be paid out to the employee concerned in a manner agreed to by both parties.

9. In the event of death of the employee, all remaining funds plus accrued interest shall be payable to the employee’s estate or designated beneficiary.

10. Should the employee requesting the leave resign their position before taking the leave, all accumulated funds and accrued interest shall be paid to them in a manner agreed to by the parties at the time of their termination and the Corporation shall be relieved of any and all obligation to the employee at that time.

11. An employee on an employee financed leave who decides that they will not be returning to employment with the Corporation shall notify the employer as soon as possible of their decision and in any event no later than two (2) weeks prior to the date of their return.

   On such termination all rights, benefits and seniority shall cease at the end of the month in which the termination occurs.

12. Employee benefits under Article 27 as held by the employee in the year prior to the leave may be continued subject to the approval of the carriers concerned. The cost of premiums for such benefits while on an employee financed leave shall be the responsibility of the employee.
LETTER OF UNDERSTANDING
BETWEEN THE REGIONAL MUNICIPALITY OF NIAGARA
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, CUPE LOCAL 1757

Chronic Disease and Injury Prevention (CDIP) Youth Initiative

Whereas the parties are desirous of working collaboratively to ensure the efficient operation of the Niagara Region Public Health; and,

Whereas the parties acknowledge the need to recognize the work of the classification of workers to be known as Peer Leaders as being the work of the bargaining unit; and,

Whereas the parties acknowledge the term or task nature of the work to be performed by the aforementioned job classification, the parties agree as follows:

1. That individuals hired to fill the position of Peer Leader shall be part-time employees working up to fifteen (15) hours per week on average.

2. That these positions shall be a maximum eleven (11) month non-renewable contract positions and,

3. That such employees shall not in any way displace regular employees nor will they be retained in or granted work in preference to regular employees inside the bargaining unit.

4. That such employees may apply for a posted vacancy within the bargaining unit and will receive consideration as internal candidates in accordance with the posting provisions of the collective agreement.

5. That incumbents must be actively in regular attendance at a recognized secondary school within the boundaries of the Niagara Region.

6. That Peer Leaders shall be placed on the seniority list in accordance with the requirements of the collective agreement and they shall be entitled to all rights and benefits contained within the collective agreement with the exception of:

   a. Article 17 - Layoffs and Recalls
   b. Article 21 - Shift Premium
   c. Article 22 - Paid Holidays
   d. Article 23 - Vacations
   e. Article 24 - Leave of Absence
   f. Article 26 - Integrated Health and Disability Income Insurance Plan
   g. Article 27 - Employee Benefit Program
   h. Article 31.02 - Safety and Health, Safety Boots
   i. Article 33.02 - Educational Allowance and Training
   j. Schedule A - Wages
   k. Joint Job Evaluation Plan
7. That paid holidays and vacation shall be in accordance with the Employment Standards Act.

8. The wages to be paid to Peer Leaders shall be that student wage rate established by the Corporation and shall be amended at the discretion of the Corporation from time-to-time and not be subject to the negotiation of the 1757 collective agreement.

9. That Peer Leaders shall be deemed to have received notice of termination as required by the Employment Standards Act by virtue of the term contract they will be required to sign at the point of hire and that such contract shall identify a termination date.

10. That Peer Leaders shall have union dues deducted from their wages in accordance with the collective agreement and CUPE Local 1757 Bylaws and that such dues shall be remitted to the union in accordance with Article 5 of the collective agreement.

The above forms the entire agreement between the parties as it relates to the subject matter of this Letter of Understanding and should not be construed as amending any of the subject collective agreement in any manner other than that specifically contemplated by these agreements between the parties.
MEMO OF UNDERSTANDING

BETWEEN THE REGIONAL MUNICIPALITY OF NIAGARA
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, CUPE LOCAL 1757

Assertive Community Treatment Team (ACTT), Community Mental Health

Whereas the Employer is desirous of establishing a new work team known as the Assertive Community Treatment Team (ACTT), Community Mental Health and,

Whereas the parties recognize the need to alter certain provision contained within the collective agreement between them in order to facilitate the delivery of the program's objectives, the parties agree as follows:

1. That employees who are members of the Union and are employed within the ACTT may be subject to a work schedule outside of the normal work week of Monday to Friday and the standard hours outside of the normal hours of operation of 8:30 a.m. to 4:30 p.m. and,

2. That the work schedule is anticipated to be based on two shifts one being 8:30 a.m. to 4:30 p.m. and the other being 12:00 p.m. to 8:00 p.m., however where hours of work may be subject to change they will be done in accordance with Article 18 and,

3. That the work schedule shall be comprised of a work week wherein Saturdays and Sundays will form part of the normal work week and as such employees scheduled to work Saturday and Sunday shall have two consecutive days off other than Saturday and Sunday and,

4. That for purposes of Overtime the language contained in the collective agreement at Article 19 is hereby altered to recognize the first day of rest as being Saturday and the second day of rest recognized as being Sunday and that as such the remaining intent of Article 19 shall apply to these revised days of rest and,

5. That in event the employer institutes a Standby/On-Call program; all employees who are part of the ACTT and who are members of CUPE 1757 may be scheduled to take standby/on-call duty on a rotational basis. As such the affected employees will be available and responsible for standby/on-call duty as follows:

   a) from 8:00 p.m. to 8:30 a.m. on each day Monday thru Saturday and,

   b) from 4:30 p.m. on Saturday to 8:30 a.m. Sunday and,

   c) from 4:30 p.m. on Sunday to 8:30 a.m. on Monday.
A rotation shall be weekly with employees beginning a rotation at 8:00 p.m. on Monday and completing the rotation at 8:30 a.m. the following Monday.

Any ACTT employee scheduled to be "on-call" and responsible to provide service as detailed above shall be credited with 21 hours of lieu time for each week of standby/on-call. It is understood by the parties that in the event the on-call service provided are reduced (less than a full rotation); the resulting lieu time credits shall be prorated proportionally.

Employees while on "on-call" who perform telephone work or who must leave their residence to make a service call shall be entitled to compensation in accordance with Article 20.03 and 20.04 of the collective agreement between the parties.

It is understood by the parties that all lieu time accrued as a result of an employee being scheduled to be on "on-call" shall be treated in accordance with the requirements of article 19.01 (a) (v) and (vi) of the collective agreement between the parties and,

6. That shift premiums shall be paid to any employee performing work which flows from this agreement in accordance with the language contained in Article 21.01 (for all hours worked outside of Monday to Friday, 8:30 a.m. to 4:30 p.m.) of the collective agreement respecting such premiums and,

7. In addition to the shift premium provided under Article 21.01, the Employer will provide a further ACTT Responsibility Premium in the amount of $0.60 per hour worked by the employee when providing ACTT services outside of Monday to Friday 8:30 a.m. to 4:30 p.m., as approved and/or scheduled by the Manager.

The parties agree that the forgoing forms the entire agreement between them as it affects treatment of the employees employed within the ACTT as relates to the specific conditions of employment outlined herein. For all other conditions of employment the parties recognize that the collective agreement remains in force and that all rights and entitlements contained within the collective agreement between the parties shall prevail save and accept as those conditions are amended herein.
MEMORANDUM OF UNDERSTANDING

BETWEEN THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

And its LOCAL 1757

Re: Post-Secondary Students

Whereas the parties are desirous of working collaboratively to ensure the efficient operation of the Public Health Department and,

Whereas the parties acknowledge the need to recognize the work of the bargaining unit being performed by Post-Secondary Students (hereinafter referred to as ‘Students’) and,

Whereas the parties acknowledge that the Employer and the Union recognize the value of the work performed by Students, the parties agree as follows:

1. That in accordance with Article 2.05 of the collective agreement between the parties, Students will work on jobs which are normally done by employees who are covered by the collective agreement, and;

2. That Students shall have a separate seniority list for purposes of entitlements within the students group only and shall be entitled to all rights and benefits of the collective agreement with the exception of;
   a. Article 17 - Layoffs and Recalls
   b. Article 21 - Shift Premium
   c. Article 22 - Paid Holidays
   d. Article 23 - Vacations
   e. Article 24 - Leave of Absence
   f. Article 26 - Integrated Health and Disability Income Insurance Plan
   g. Article 27 - Employee Benefit Program
   h. Article 31.02 - Safety and Health, Safety Boots
   i. Article 33.02 - Educational Allowance and Training
   j. Schedule A - Wages
   k. Joint Job Evaluation Plan

3. That Paid Holidays and Vacation shall be in accordance with the Employment Standards Act, and;

4. That it is understood and agreed that the Students employed in accordance with this agreement shall not be used in classifications of higher paying positions
normally offered to permanent employees covered by the collective agreement, and;

5. That students shall not in any way displace regular employees nor will they be retained in or granted work in preference to regular employees who normally perform the work, and;

6. (a) That Students hired to work between May 1st to September 30th may be employed up to thirty-five (35) hours per week, and;

(b) That Students hired to work between October 1st to April 30th may be employed up to fifteen (15) hours per week, and;

7. The wages to be paid to Students shall be established by the Corporation on an annual basis. It is understood that the established wage rate shall not be implemented without prior discussion with the Union.

8. That students who return from year to year shall return as new employees and shall not have the time worked in previous years recognized for purposes of probation or any other entitlements applicable to them in accordance with the collective agreement, and;

9. That student employees may apply for a posted vacancy and will receive consideration for such vacancy before a new employee is hired but in any event not before any other regular full time, part time or casual employee, and;

10. That students shall have union dues deducted from their wages in accordance with the collective agreement and CUPE Local 1757 Bylaws and that such dues shall be remitted to the union in accordance with Article 5 of the collective agreement, and;

The above forms the entire agreement between the parties as relates to the subject matter of this Letter of Understanding and should not be construed as amending any of the subject collective agreement in any manner other than that specifically contemplated by these agreements between the parties.
MEMO OF UNDERSTANDING

BETWEEN THE REGIONAL MUNICIPALITY OF NIAGARA
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, CUPE LOCAL 1757

2005 Excess Hours of Work

Whereas the parties are desirous of working collaboratively to ensure the efficient operation of the Public Health Department and,

Whereas the parties acknowledge the need to address the issue of excess hours of work as required by Bill 63 which amended the Hours of Work and Overtime sections of the Employment Standards Act (ESA) to wit sections 17, 17.1, 22 and 22.1 and,

Whereas the parties acknowledge that these agreements shall be used to make application to the Director of the Employment Practices Branch of the Ministry of Labour for an approval to work excess hours as required by the amended ESA, the parties agree as follows:

1. That without affecting the content and intent of Articles 18 (Hours of Work), 19 (Overtime), 20 (Call In Pay), and 21 (Shift Premiums) of the collective agreement between them, the parties recognize the limitations found at Sections 17, and 17.1 of the ESA and,

2. That as a result of these agreements employees may from time to time be asked and may accept to work hours in a day greater than eight (8) hours to a maximum of thirteen (13) hours in a day and,

3. That as a result of these agreements employees may from time to time be asked and may accept to work hours in a week greater than forty eight (48) hours to a maximum of sixty (60) hours in a week and,

4. That only in usual emergency circumstances will employees be asked or required to work and/or allowed to accept hours of work greater than the excess hours identified in sections 2 and 3 of this agreement and,

5. That this agreement shall remain in force from the date of its execution by the respective parties until the conclusion of bargaining for a new collective agreement once the current agreement expires and,

6. That the employer shall use these agreements in support of its application for an approval with the Ministry of Labour to allow employees to work the excess hours identified herein and that the Union agrees that by executing these agreements it is supportive of the application being made by the Employer to the Ministry of Labour.

The above forms the entire agreement between the parties as relates to the subject matter of this Letter of Understanding and should not be construed as amending any of the subject collective agreement in any manner other than that specifically contemplated by these agreements between the parties.

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ARTICLE 1 - PURPOSE

This Manual of Procedures is established to provide an ongoing maintenance program for the agreed upon Joint Job Evaluation Program, designed to provide and maintain the basis of a gender-bias free and equitable salary and wage structure, and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

ARTICLE 2 - DEFINITIONS

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

Benchmark Job or "Key Jobs" are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the rating manual.

Classification The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.

Classification Differential The difference between the maximum salary or wage in the Salaries and Wages Schedule of the Collective Agreement.

Classification Increments The salary or wage steps for a particular Classification.

Collective Agreement The Collective Agreement currently in effect between the Region of Niagara (hereafter referred to as the Region) and CUPE 1757 (hereafter referred to as the Union).

Current Rate An employee's present rate of pay.

Duty A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.

Employee An employee of the Region in the bargaining unit for which CUPE Local 1757 is the recognized bargaining agent as defined in the Collective Agreement.
ARTICLE 2 - DEFINITIONS (Continued)

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>Factors</td>
<td>The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Program.</td>
</tr>
<tr>
<td>Factor Degrees</td>
<td>The actual measurement levels within each factor.</td>
</tr>
<tr>
<td>Green Circled</td>
<td>The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Program.</td>
</tr>
<tr>
<td>Incumbent</td>
<td>An employee who has been appointed or promoted to a job.</td>
</tr>
<tr>
<td>Job</td>
<td>A group or range of duties or tasks assigned to and performed by the incumbent(s).</td>
</tr>
<tr>
<td>Job Analysis</td>
<td>The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort, and the working conditions involved in the performance of that job, through the use of questionnaires, observation, and study.</td>
</tr>
<tr>
<td>Job Description</td>
<td>A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent to the job.</td>
</tr>
<tr>
<td>Job Documents</td>
<td>Comprised of all documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.</td>
</tr>
<tr>
<td>Job Evaluation</td>
<td>The process of studying and analyzing a job to obtain detailed information about the content of the job, the preparation of a job description and the rating of the job by use of the Rating Manual to determine the relationship of the job to other jobs covered by this Job Evaluation Program.</td>
</tr>
<tr>
<td>Job Rating</td>
<td>The selected degree levels, points, reasons for the rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.</td>
</tr>
</tbody>
</table>
ARTICLE 2 - DEFINITIONS (Continued)

Joint Job Evaluation Committee
The Joint Committee appointed by the parties to deal with matters relating to job descriptions, the rating of jobs and the designating of appropriate wage grades as governed by this Manual of Procedures and the Rating Manual.

Out of Schedule Rate
A wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Program.

Points
The numerical expression adapted for measurement of each degree within each factor.

Rating Manual
The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.

Red Circled
The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Program.

Review Committee
A joint two person committee comprised of a representative from each of management and union who based on the evaluation request submission and the job evaluation rating manual, determine if a review of the request by the JJEC is warranted.

Salaries and Wage
The salary and wage classifications as per Schedule A of the Collective Agreement.

Staff Compliment
A staff position authorized as such by Council.

Task
An activity undertaken in order to complete specific duty, defining how a duty is done.

Total Points
The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.

Wage Grade
The designation in the Collective Agreement for a particular job rate or salary level or salary range.

Wage Rate Schedule
The wage grades and levels as set forth in the Collective Agreement.
ARTICLE 3 - RATING METHODOLOGY

3.1 Job documents serve to record the basis from which the job is rated and to compare and judge changes in job content which results, from time to time, from new or changed circumstances or requirements of the job.

3.2 Job documents are for the purpose of rating a job and assigning the job into the proper Classification for application of the salary and wage schedule. Job documents shall be in sufficient detail to enable the job to be identified and rated.

3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements and tasks inherent to the job.

3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific Factors as shown in Schedule 2.

3.5 Job ratings serve to:

   a) group jobs having relatively equivalent point values into the same classification;

   b) provide the basis from which to gauge equitable wage rate relationships between the jobs;

   c) form the foundation from which to measure changes in job content;

   d) enable the assignment of jobs into their proper classifications.

ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

4.1 It is important that the Employer maintain accurate job descriptions and job ratings on an ongoing basis (ideally every four (4) years). Failure to do so will serve to damage the integrity of the Program. It is the intent of the employer to maintain accurate, up-to-date job descriptions.

4.2 a) The job description or notice of vacancy is the sole responsibility of Human Resources.
ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS (Continued)

b) The job descriptions shall be filed and indexed by Human Resources with a duplicate copy forwarded for signature to acknowledge receipt, by the Union.

4.3 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new or changed duties, are as follows:

a) The agreed upon job ratings for the respective job descriptions which are in effect from the effective date the Job Evaluation Program is implemented, and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:

(i) The job content is changed by the employer

(ii) The job is declared redundant by the employer

(iii) The job is changed as a result of a successful appeal.

b) Whenever the employer decides to establish a new job, the following procedures shall apply:

(i) The Human Resources Department shall prepare a draft job description and establish a temporary wage grade in accordance with the agreed upon Rating Manual.

(ii) The Human Resources Department shall notify the Union of the job description and the temporary wage grade.

(iii) Within six (6) months of the incumbent commencing employment in the new posted job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties actually being performed at the time of review. Should it be determined through the Committee's final evaluation that an increase should be made in the job's Classification, such an increase shall be retroactive to the date that the incumbent commenced employment in the new posted job.

4.4 Whenever the Region changes the job content of a position, the union shall be notified. The incumbent, supervisor or the union may request that the position be re-evaluated. The following procedures shall apply:
ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS (Continued)

a) A Request for Re-evaluation, (Form #3), the approved request form, be submitted to the Review Committee in care of the Human Resources Department.

b) The revised job description and any other job document shall accompany the request form.

c) The Review Committee shall review the changes to the job description and any other job document and determine whether there has been sufficient change in job content to warrant re-evaluation by the JJEC.

d) If it is determined that there has been sufficient change in job content to warrant review by the JJEC, all relevant data will be promptly forwarded to the JJEC for re-evaluation.

e) If it is determined that the position does not warrant review by the JJEC, the Review Committee will provide a written response to the employee(s) informing them why the position will not be forwarded to the JJEC. Should the Review Committee not be able to agree, the matter shall automatically be referred to the JJEC.

f) The results of the JJEC evaluation will be communicated to the Director Human Resources or designate who shall communicate all rating and/or other decisions made by the committee to the appropriate Department Director, concerned Supervisor, the Union and the incumbent(s) of the committee's decision.

(g) Following circulation of evaluation results and following the appeal period, the job shall be assigned the appropriate classification.

4.5 An appeal of the job rating may be initiated by the incumbent(s), Union, Department Director, concerned Supervisor, or Director Human Resources or designate within fifteen (15) calendar days of receipt of the rating of the JJEC, as follows:

a) The Appellant shall complete the Authorized "Appeal" form (Form #4), available from Human Resources and/or the Union.
ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS (Continued)

b) The appeal, shall state, in writing the reason or reasons for disagreement with the rating of the job on a factor by factor basis.

c) The Appellant must forward the "Appeal" form, to the Director Human Resources or designate, who shall refer it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Department Director.

d) The Joint Job Evaluation Committee shall consider each factor being appealed. The results of the appeal will be communicated to the Director Human Resources or designate who shall forward to the incumbents(s), the appropriate Department Director, and the Union.

e) It is understood that during their review of the appeal, the JJEC will review and possibly adjust other factors previously evaluated. Should a factor, other than the factor under appeal be adversely affected, the appellant has the right to appeal the factor(s) that has been so changed.

ARTICLE 5 - JOB EVALUATION PROCEDURES

5.1 The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to clarify information required for rating purpose. Such review may include:

a) site inspection by the Committee

b) interviewing, by the Committee of incumbents and supervisors

5.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual. (Schedule 1)

5.3 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.
ARTICLE 5 - JOB EVALUATION PROCEDURES (continued)

5.4 In the application of the Rating Manual the following general rules shall apply:

a) It is the content of the job that is being analyzed, not the individual doing the job.

b) Jobs are to be evaluated without regard to existing job rates.

c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.

d) Workload is not a consideration when evaluating a job except as provided for in Factor 8/Mental Effort.

e) No interpolation of factor degrees is to be made in the use of this program. (i.e. no insertion of a factor rating that falls between the established degrees of the factor).

f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.

g) If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.

h) Each appeal shall be submitted in writing on an official appeal form agreed to by the Region and the union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Region and the Union. The appeal forms shall be available from Human Resources and/or the Union.

i) The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.

j) The Joint Job Evaluation Committee and/or the Union at its discretion, may request the appearance of the Incumbent and/or Supervisor in order to assist the Committee in its deliberations.
k) Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.

5.5 The Director Human Resources or designate shall communicate the final rating and/or other decisions made by the Committee to the appropriate Department Director, the concerned Supervisor, the Union and the incumbent(s) of the committee's decision. Subject to completion of the appeals procedure noted herein such decisions shall be considered final and binding upon the Parties.

a) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent(s) of such job whose existing wage rate is thus higher than the established wage rate of the changed job shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate shall receive the new wage rate for the position effective the date the new rating was finalized by the Committee or immediately following the appeal proceedings, noted under Article 5 of this Manual of Procedures, if the latter.

b) A request for review shall be considered to have been received by Human Resources once it is submitted by an employee or the manager or jointly by the employee and manager once it has been submitted in a proper format in accordance with this manual of procedures as per Article 4.4 a) and b). The request shall be submitted without delay to the review committee (co-chairs) in accordance with Article 4.4 c). If it is determined by the review committee that there has been sufficient change in job content a review by the JJEC shall take place not later than the next scheduled monthly meeting established for this purpose. In the event that the committee does not meet as scheduled for the subject calendar month the future decision of the committee shall be considered to have been made on the date the meeting should have previously occurred and retroactivity shall flow from that date.

If a change in job content results in a higher evaluation and wage grade for a job, the incumbent(s) of such job whose existing wage grade is thus below the established wage rate of the changed job shall be identified as being "Green Circled". "Green Circled" rates shall be adjusted to the appropriate step on the newly adjusted wage grid to recognize the incumbent's status within the existing wage grid increment structure, effective the date the new rating was finalized by
ARTICLE 5 - JOB EVALUATION PROCEDURES (continued)

the Committee (subject to the conditions stipulated above), or immediately following appeal proceedings noted under Article 5 of this Manual of Procedures, if the latter.

c) If required, the job shall be assigned the appropriate wage classification, effective the date the new rating was finalized by the committee or following appeal proceedings noted under Article 5, if the latter.

ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of:

- two (2) representatives of the Region, as selected by the Region.
  plus one (1) alternate as selected by the Region.

- two (2) representatives of the Union, as selected by the Union.
  plus one (1) alternate as selected by the Union.

- one (1) non-voting Representative appointed from Human Resources following discussion with the Union.

- the position of Chairperson shall alternate between the Union and the Region.

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

a) to review, confirm or revise job ratings as initiated through the agreed to process.

b) to establish and review, for rating consistency and to ensure the maintenance of relativities, a sampling of established benchmark jobs.

c) to review problems pertaining to the application of the Rating Manual, and recommend solutions to the Region and the Union.

d) to recommend changes to the Rating Manual and the Job Evaluation process to the Region and the Union.
ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE (continued)

6.3 The Human Resources Representative shall be responsible for co-ordinating all aspects of the rating proceedings and administration, including the calling of all Committee meetings and acts as a recording secretary to the Committee. All correspondence to and from the Committee shall go through the Human Resources Representative.

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

6.5 The Joint Job Evaluation Committee shall meet at least once a month or as required.

ARTICLE 7 - JOB EVALUATION REFEREE

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

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

c) Should the Referee withdraw for any reason during the term of appointment, the parties shall, within ten (10) calendar days of such notification, agree upon a replacement.

d) Should the parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within ten (10) calendar days of such decision, pursuant to Article 7.1 (a).

7.2 The cost of the Job Evaluation Referee’s remuneration and personal expenses shall be shared equally by the Region and the Union.

7.3 The Job Evaluation Referee will be required to meet and make decisions solely on matters where consensus was not achieved by the Joint Job Evaluation Committee.
ARTICLE 7 - JOB EVALUATION REFEREE (Continued)

7.4 The following procedure will be followed to resolve any matters before the Job Evaluation Referee:

a) The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.

b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Chairperson of the Joint Job Evaluation Committee, who will forward it to the Committee, the Director Human Resources or designate, the appropriate Department Head, the Union and the incumbent(s).

c) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this program.

7.5 The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.

ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

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

8.2 The Human Resources Representative shall notify Human Resources and the Union of the results of 8.1.

8.3 The Human Resources Representative shall notify the appropriate Department Head, the Union, and the incumbent(s) of the job of any changes in Classification resulting from job evaluation.
ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS (Continued)

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

ARTICLE 9 - GRIEVANCE/ARBITRATION

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

A. Death Benefit

In the event of death, the following documentation is required in order to process life insurance, Canada Pension and OMERS pension:

1. Birth Certificates:
   (a) Employee
   (b) Spouse
   (c) Children

2. Social Insurance Numbers:
   (a) Employee
   (b) Spouse
   (c) Children

3. Marriage Certificate

4. Death Certificate

5. Name and address of beneficiary and/or executor of estate

Copies of documents listed in Nos. 1 to 3 may be placed in your personnel file if you so desire.

B. Employee Assistance Program (Confidential Service)

Employee and Family Assistance Program (Confidential Services)

Homewood Human Solutions has been retained by the Region to provide the services for our Employee and Family Assistance Program. Employees and their immediate family are welcome to contact Homewood at any time by calling:

Homewood Human Solutions
Confidential Counseling
24 hours a day, 7 days a week
1-800-265-8310