



COLLECTIVE AGREEMENT

between

**The Corporation of the
City of Welland**

and

The Canadian Union of Public Employees Local 1115

For the Period of:

January 1, 2017 to December 31, 2020



INDEX

| <u>ARTICLE NO.</u> | <u>SUBJECT</u> | <u>PAGE NO.</u> |
|--------------------|---|-----------------|
| 1 | PURPOSE----- | 1 |
| 2 | RECOGNITION ----- | 1 |
| 3 | UNION SECURITY ----- | 3 |
| 4 | RELATIONSHIP ----- | 3 |
| 5 | DISCRIMINATION ----- | 4 |
| 6 | STEWARDS AND UNION COMMITTEE ----- | 4 |
| 7 | GRIEVANCE PROCEDURE----- | 6 |
| 8 | DISCHARGE OR DISCIPLINE ----- | 8 |
| 9 | STRIKES OR LOCKOUTS ----- | 9 |
| 10 | SENIORITY ----- | 9 |
| 11 | JOB POSTINGS, LAYOFFS, RECALLS ----- | 11 |
| 12 | WAGES ----- | 13 |
| 13 | HOURS OF WORK AND MEAL ALLOWANCE ----- | 14 |
| 14 | OVERTIME ----- | 15 |
| 15 | VACATIONS ----- | 16 |
| 16 | PAID HOLIDAYS ----- | 17 |
| 17 | SHIFT PREMIUMS ----- | 18 |
| 18 | TRANSFERS ----- | 18 |
| 19 | LEAVE OF ABSENCE AND TRAINING COURSES ----- | 19 |
| 20 | GENERAL BENEFIT PLAN ----- | 20 |
| 21 | SHORT-TERM AND LONG-TERM DISABILITY PLANS ----- | 21 |
| 22 | PENSION ----- | 24 |
| 23 | BEREAVEMENT LEAVE ----- | 24 |
| 24 | WORK AND PROTECTIVE CLOTHING ----- | 25 |
| 25 | JURY DUTY ----- | 26 |
| 26 | LEGISLATION ----- | 26 |

| | | |
|----|---|----|
| 27 | TECHNOLOGICAL CHANGES AND CONTRACTING OUT ----- | 27 |
| 28 | SAFETY AND HEALTH ----- | 27 |
| 29 | BULLETIN BOARDS ----- | 27 |
| 30 | MILEAGE ALLOWANCE ----- | 27 |
| 31 | NOTICES ----- | 28 |
| 32 | VOTING TIME FOR GOVERNMENT ELECTIONS ----- | 28 |
| 33 | AGENDA AND MINUTES ----- | 28 |
| 34 | DURATION OF AGREEMENT ----- | 28 |

LETTERS OF UNDERSTANDING

| | | |
|----|--|-------|
| #1 | RE: PART-TIME EMPLOYEES ----- | 31 |
| #2 | RE: MUNICIPAL PARKING ENFORCEMENT OFFICERS ----- | 32 |
| #3 | RE: CIVIC SQUARE EVENING ATTENDANT ----- | 33 |
| #4 | RE: SICK LEAVE BANK ----- | 34 |
| #5 | RE: LEAVE OF ABSENCE & TRAINING COURSES ----- | 35 |
| #6 | RE: G.I.S. TECHNICIAN RED CIRCLING ----- | 36 |
| #7 | RE: RETIREMENT BENEFITS ----- | 37 |
| | SCHEDULE "A" CLASSIFICATIONS ----- | 38-42 |
| | SCHEDULE "B" DOCTOR'S REPORT OF ILLNESS/INJURY ----- | 43-44 |

ARTICLE 1 PURPOSE:

- 1.01 The purpose of this agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with the procedures for dealing with grievances.
- 1.02 Furthermore, it is the purpose of both Parties to this Agreement:
- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and its employees;
 - (b) to recognize the mutual value of joint discussions and negotiations on all matters pertaining to employment, salaries, hours of work and other conditions of employment as set out in this Agreement;
 - (c) it is recognized that the parties covered by this Agreement wish to work cooperatively to provide the best possible level of service;
 - (d) to promote the morale, well being and security of all employees in the Bargaining Unit as described herein.

ARTICLE 2 RECOGNITION

- 2.01 (a) The Corporation recognizes the Union as the sole and exclusive bargaining agent for all of the employees of the Corporation, save and except the following which are excluded.

Administrative & Support Services Manager
Administrative Assistant to CAO
Administrative Assistant – Development Services
Administrative Assistant – Finance
Administrative Assistant - Mayor
Supervisor Customer Service & Administration
Capital & Payables Manager
Chief Administrative Officer
Chief Building Official
City Clerk
Construction Services Supervisor
Deputy Clerk
Director of Economic Development
Economic Development Officer
Engineering Design Supervisor
Fire Department Staff
Manager of Fleet, Equipment & Purchasing
General Foreman
General Managers
Human Resources Staff
Infrastructure Planning & Development Supervisor
Law Clerk
Manager of Budgets/Finance Reporting/Deputy Treasurer
Manager of Development Approvals
Manager of Engineering Services
Manager of Information Systems
Manager of Leisure Services

Manager of Parks, Planning and Maintenance
Manager of Public Works
Manager of Recreation and Cultural Services
Payroll Coordinator
Planning Manager
Planning Supervisor
Project Manager, Facilities
Revenue Services Manager
Traffic & Parking Manager
Water Quality Coordinator
Welland Transit Staff
Working Foreman

Students who are employed on a co-op training program from a College or University.

Persons regularly employed for not more than 24 hours per week, students employed during the school vacation period, and employees who are members of bargaining units other than the Canadian Union of Public Employees, Local 1115.

Employees specifically excluded from the agreements with the aforementioned bargaining units, except employees who are members of the bargaining unit of Canadian Union of Public Employees, Local 1115.

- 2.01 (b) (i) The Corporation agrees to notify the Union, in writing, of the name and classification of persons newly assigned to classifications excluded from the Bargaining Unit set out in Article 2.01(a).
- (ii) If the Union wishes to discuss such an exclusion, the Union will give written notice to the General Manager of Human Resources of the Corporation, and a meeting of the Parties will be held promptly for such discussion.
- (iii) If the Union does not agree with the actions taken by the Corporation under 2.01(b)(i) it may file a grievance which shall go directly to Step #3 of the grievance procedure or may exercise any right contained in Ontario Labour Relations Act as amended.
- (c) Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except in emergencies affecting life and property or in cases mutually agreed upon in writing by the Union Executive and the Corporation.
- 2.02 The word "Employee" in the agreement shall mean the employees for whom the Union is Bargaining Agent as set out in Article 2.01.
- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement.
- 2.04 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 3 UNION SECURITY

- 3.01 The Corporation agrees that each new employee, after thirty (30) calendar days of employment and each present employee shall, as a condition of employment,
- (a) Become and remain members in good standing of the Union; and
 - (b) Have deducted on the regular pay cycle initiation fees where applicable and such monthly Union dues as are uniformly levied in accordance with the Constitution and By-laws of the Union. The total amount of the monthly deduction will be transmitted regularly each month to the Secretary-Treasurer of the Union.
 - (c) The Corporation, when interviewing prospective employees, agrees to advise such persons of the existence of a Collective Agreement. On commencing employment, the Human Resources Department shall provide the new employee with a copy of the current Collective Agreement.
 - (d) Within thirty (30) working days of the signing of a renewal agreement, the Corporation will have printed sufficient copies of the contract so that each member shall receive a copy and allow for the Union Office to receive fifteen (15) copies. Signatures will be included in the contracts.
- 3.02 With the first transmission of dues, the Corporation will deliver a list of the employees from whom deductions were made and the amount of the deductions. With subsequent transmissions, the Corporation will show any changes in employees or deductions.
- 3.03 The Union will deliver to the Corporation a letter, certified by the Recording Secretary, setting out the amounts of initiation fees and monthly dues mentioned in Article 3.01 and the name and address of the Secretary-Treasurer.
- 3.04 The Corporation shall use its best endeavour to comply with the provisions of this Article, however, the Corporation is held harmless by the Union of any and all responsibility and liability for deducting or failing to deduct these monies.
- 3.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall type the amount of union dues paid by each Union Member in the previous year.

ARTICLE 4 RELATIONSHIP

- 4.01 The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and without limiting the generality of the following:
- (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by its employees;
 - (b) hire, classify, direct, transfer, promote, demote, assign employees to tasks, layoff, discipline, suspend or discharge employees, to plan and control operations; to select and retrain employees for positions excluded from the bargaining unit provided the written consent of such employee is first obtained; and to transfer employees into the bargaining unit.

- (c) generally to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work.

4.02 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 to and discussion with the Union.

4.03 The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Agreement.

4.04 The question of whether one of these foregoing rights is limited by this Agreement may be decided through the Grievance procedure.

4.05 The Corporation shall make available to the Union, on request, information relating to wage rates and pension and welfare plans for unionized positions covered under CUPE Local 1115.

4.06 The Corporation shall protect all bargaining unit employees in accordance with City By-law 9829 dated April 7th, 1992, being a by-law to provide for the indemnity and defence of employees of the Corporation against liability incurred while acting on behalf of the municipality.

ARTICLE 5 DISCRIMINATION

5.01 The Employer agrees that there shall be no discrimination or harassment, as defined by the Ontario Human Rights Code, interference or coercion exercised or practiced with respect to any employee because of their membership or activity in the Union and/or by reason of political affiliation. Furthermore, the Employer and the Union agree that their representatives and members will adhere to the provisions contained in the Human Rights Code of Ontario and Bill 168 (Occupational Health and Safety Amendments Act) and Bill 132 (Sexual Violence and Harassment Action Plan Act), as amended from time to time.

5.02 Conversely, there shall be no intimidation, restraint or coercion exercised or practiced upon the employees by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on Corporation premises during working hours, except as is provided in this agreement or mutually agreed upon.

ARTICLE 6 STEWARDS AND UNION COMMITTEE

6.01 The Corporation will recognize,

- (a) Three (3) Stewards no more than one from the same division.
 - (i) Planning and Building Services, Engineering, Recreation & Culture and, Information Services

- (ii) Finance and Clerks
- (iii) Municipal Service Centre and WCWC.
- (b) A Chief Steward.
- (c) A Union Grievance Committee of three (3) employees, of whom one (1) shall be the President of the Union or his representative; a second shall be the Chief Steward. If a grievance is to be considered, another shall be the Steward concerned with the grievance.
- (d) A Union Negotiating Committee of five (5) employees, of whom one (1) shall be the President of the Local or his representative for the purpose of reviewing or amending this Agreement.
- (e) In order to be a Steward or member of the Union committee the employee must have completed their probationary period and be placed on the seniority list.
- (f)
 - (i) The Union shall keep the Corporation informed, in writing, the names of all its Officers, Committee members and Stewards.
 - (ii) The Corporation Officials who have functions under this agreement are deemed to be the General Managers, CAO and the General Manager of Human Resources & Legislative Services or their Deputies.
- (g) The Corporation agrees that a maximum of up to four (4) hours per week of paid representation shall be provided to the Union. Such time may be utilized by no more than three (3) Executive members and no more than two (2) shall be from the same division. Requests for this time shall not be unreasonably denied by the immediate Supervisor.

Further to the above, it is agreed that requests for union leaves of absence to attend executive board meetings once a month will not be unreasonably denied.

6.02 The Corporation and the Union agree to meet periodically, as required when issue(s) arise that affect the parties. Either party having an issue(s) to discuss shall write the other party outlining the issue(s) and requesting a meeting. The Corporation shall arrange a mutually agreeable meeting of the parties within ten (10) working days and ensure that the appropriate supervisory staff are in attendance. Such meeting will deal with any matter of concern to either party except specific grievances, but may deal with conditions giving rise to such grievances.

6.03 It is understood that a Steward has their regular work to perform on behalf of the Corporation, and that they will not leave their work without obtaining permission from their Supervisor. When resuming their regular work, they will report to their Supervisor and will give any reasonable explanation which may be requested with respect to their absence.

6.04 It is clearly understood that a Steward will not absent themselves from their regular work unreasonably in order to deal with grievances of employees. In accordance with this understanding, the Corporation agrees to compensate, in accordance with the terms of this agreement, a Steward for their hours spent in servicing grievances of employees as well as a Union Grievance Committee

Member, and a Union Negotiating Committee Member for time spent in attending meetings with the Corporation during their regular working hours, including time spent in meetings involving a third party; i.e., conciliation, mediation and/or arbitration.

- 6.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.
- 6.06 In the period of ninety (90) days prior to the termination of this Collective Agreement, each member of the Union Negotiating Committee shall be entitled to one (1) day off with pay to prepare for negotiations, provided that the employer shall receive reasonable notice of such one day leave of absence.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the Parties that complaints of employees shall be resolved as promptly as possible. In all cases of discipline, grievances commence at Step 3 as per Article 8.01.
- 7.02 **STEP 1:** In the first instance, an employee shall take up any complaint directly with his supervisor within ten (10) days of the event, upon which the complaint is based. The immediate supervisor shall arrange for the presence of a Steward. The immediate supervisor will give his decision, in the presence of the Steward, within five (5) days of the lodging of the complaint.
- 7.03 **STEP 2:** If not settled in Step 1, the grievance will, within three (3) days, be submitted in writing to the General Manager or his representative. The grievance shall specify the facts and the Article or Articles claimed to be violated or relied upon and specific remedy sought. The General Manager or his representative shall give his decision in writing within three (3) days of receipt of the grievance by the General Manager.
- 7.04 **STEP 3:** If not then settled, the grievance will, within fifteen (15) days, be submitted in writing by the Union Grievance Committee to the CAO, via the General Manager of Human Resources & Legislative Services. In the case of a Corporation Grievance, a meeting, as per Article 6.02 to be held within fifteen (15) days of submission. At Step 3, and at meetings provided for in Article 6.02, there may be present a National Representative of the Union, if requested by either Party. The decision of the CAO shall be given in writing by the General Manager of Human Resources & Legislative Services to the Union Grievance Committee within fifteen (15) days after the meeting at which it was discussed. Similarly, the Union Grievance Committee, in the case of a Corporation grievance shall give its answer to the General Manager of Human Resources & Legislative Services within fifteen (15) days after the meeting at which it was discussed.
- 7.05 **STEP 4:** If not then settled in Step #3, the grievance may, within thirty (30) days, be referred to Arbitration as follows or as provided for in Section 49(1) of the Ontario Labour Relations Act as amended, S.O. 1995, c.1. Sch. A.
- (a) Written notice shall be given to the other Party formally stating the subject of the grievance and at the same time proposing a list of four potential Arbitrators taken from the list of approved Arbitrators from the Ministry of Labour. Within ten (10)

days after receipt of such notice, the other Party shall either select one of the potential Arbitrators or propose a list of four other potential Arbitrators taken from the same list of approved Arbitrators referred to above. The Party initiating the grievance shall then, within ten (10) days after the receipt of the second list, if no agreement has been reached on an Arbitrator, request the Director, Office of Arbitration, Ontario Ministry of Labour, to name a Sole Arbitrator to hear the case.

- (b) As soon as possible after the Arbitrator has been selected, a hearing shall be held to hear the evidence and representatives of both Parties and a decision shall be rendered as soon as possible. The decision of the Arbitrator shall be final and binding on both Parties to the Agreement.
- (c) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.
- (d) 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 Arbitrator 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 Arbitrator shall reserve judgment on the question of arbitration and proceed with the matter on the merits. The Arbitrator, in its award shall first deal with the question of arbitration, and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the agreement, then the Arbitrator, shall not consider the matter further, and the decision of the Corporation or the Union Grievance Committee, in the case of a Corporation grievance, shall stand.
- (e) The Parties shall share equally the expense of the Arbitrator.
- (f) Should either Party wish to refer to Arbitration using Section 48 of the Act as amended, the time limits applicable under Step 4 will still apply. The Party having carriage of the grievance shall notify the other party of such intent by naming a Nominee as required by Section 48.

7.06 No grievance shall be considered in any Step unless it has been properly carried through all previous Steps of the Grievance Procedure, required by this agreement, except that if, at any Step of this Grievance Procedure, the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next Step, within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.

7.07 When it is evident that a grievance is of such nature that it is beyond the jurisdiction of the Supervisor, the Union may present such a grievance to Management as a Policy Grievance and it will go directly to Step #3.

A Policy Grievance is defined and limited to one which alleges:

- (i) An incorrect interpretation or administration of the Agreement which may affect the collective interests of the Parties;

(ii) A breach of an announced or existing policy of the Corporation concerning benefits or rights established under the Collective Agreement.

7.08 If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned, unless extended by mutual agreement.

7.09 At any stage of the Grievance Procedure, including Arbitration, all reasonable arrangements will be made to permit the conferring Parties to have access to the workplace and to view disputed operations and to confer with necessary witnesses.

7.10 In this Article 7, the word "days" shall not include Saturdays, Sundays or paid holidays.

7.11 Prior to a grievance being submitted to arbitration either party may request the assistance of a Grievance Mediator. If both 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 parties will jointly share the cost of the Grievance Mediator's services.

ARTICLE 8 DISCHARGE OR DISCIPLINE CASES

8.01 A claim of an employee that he has been unjustly discharged or disciplined shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager of Human Resources & Legislative Services within three (3) working days after the discharge or discipline, or within three (3) working days after the Union and the Chief Steward have been notified in writing of the discharge or discipline, whichever is the later. Such special grievance shall be dealt with at Step 3 and the balance of the Grievance Procedure.

8.02 The Corporation will notify the Union and the Chief Steward in writing in all discharge or discipline cases as soon as possible, but within five (5) working days, giving the name of the employee concerned and the reason for the discharge or discipline.

8.03 Such special grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for loss or by any other arrangement which is just and equitable in the opinion of the conferring Parties, including Arbitration.

8.04 If an employee, who has been given a written warning or suspension or other form of formal discipline, maintains a clear record for twenty-four (24) months following his last written warning or suspension or formal discipline, the employee's record shall be cleared as of the end of such period.

Coaching and counselling letters are non-disciplinary and may form part of an employee's record. It is further understood that any instances of these documents should be removed from an employee's record after twenty-four (24) months.

8.05 An employee shall have the right, at any time, to have access to and review their personnel record.

8.06 In all cases of discipline or discharge, the employee concerned shall be given the reasons for such in the presence of their Shop Steward or other Officer of the Local, in the case of unavailability of their Steward or by registered letter, if the employee is absent more than ten (10) working days at the time of discipline.

ARTICLE 9 STRIKES OR LOCKOUTS

9.01 During the life of this agreement, the Union agrees that there will be no strike, sit down, slow down or other collective action that will interfere with the Corporation's operations, and the Corporation agrees that there will be no lockouts.

9.02 An employee covered by this agreement shall have the right to refuse to do the work of striking or locked out employees of the Corporation. An employee covered by this agreement will not be required to cross a picket line at another employer if the crossing of such picket line could cause harm or damage to the person or property of the employee or to the property of the Corporation.

ARTICLE 10 SENIORITY

10.01 (a) Seniority is defined as length of continuous service with the Employer in a bargaining unit position. This shall not alter the seniority of any employees hired prior to the existence of the bargaining unit. It is understood that all the following seniority rights are designed to give to each employee, according to his seniority with the Corporation, an equitable measure of job choice and job security consistent with the efficient operation of the business.

(b) The President, Vice-President, and Chief Steward shall be exempt from layoff during the terms of their office, so long as work is available for which they are qualified and willing to perform, notwithstanding their position on the seniority list.

10.02 Until a permanent employee has completed their first ninety (90) working days, which shall be known as his probationary period, he may not exercise seniority rights or grieve regarding discharge.

10.03 (a) A permanent employee shall be an employee whom the Corporation expects will work twelve (12) consecutive months, but the use of the word "permanent" shall not mean a guarantee of year-round employment.

(b) A casual employee shall be an employee who is normally scheduled a full work week and who is not a permanent employee. A time limit for this employee is not more than ninety (90) working days in a calendar year. This does not include student help or a person hired as a result of leave granted for pregnancy and/or parental leave, in accordance with Article 19.03, or for medical leaves with an expected date of return. In the event that the casual employee works beyond 90 working days in a calendar year they shall be made a permanent employee with seniority back to the date of hire as a casual employee.

(i) A casual employee shall become and remain a member of the Union after working thirty (30) days and shall have deducted from his remuneration initiation fees, where applicable, and such monthly union dues as are uniformly levied in accordance with the constitution and by-laws of the Union.

- (ii) A casual employee is not entitled to the benefits set out in Article 20.
- (iii) A casual employee shall not be covered by Article 15 but shall be entitled to vacation pay under the Employment Standards Act, as amended.
- (iv) A casual employee shall not grieve regarding discharge.
- (v) A casual employee shall not be entitled to seniority rights.
- (vi) The Corporation shall set pay rates for casual employees at rates not less than the "A" minimum rate in Schedule "A".
- (vii) For Co-op students, the Corporation shall submit, to the Union,
 - (a) the name of the student;
 - (b) the name of the program for which the student is hired.
 - (c) starting date; and
 - (d) salary.
- (c) The Corporation shall prepare and post a copy of the seniority list and deliver a copy to the Union. The list shall be brought up to date as at April 30th and October 31st of each year. At any time during working hours up-to-date seniority information shall be available to Union Stewards on application to the General Manager of Human Resources & Legislative Services.

- 10.04 (a) An employee shall be considered to have terminated their employment and have lost their seniority rights for the following reasons:
- (i) if the employee quits;
 - (ii) after thirty-six (36) consecutive months of layoff;
 - (iii) if the employee is discharged and the discharge is not reversed through the Grievance Procedure;
 - (iv) if an employee has been absent for five (5) consecutive working days without having notified directly the Corporation, unless a satisfactory reason is given;
 - (v) 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 corporate records, to report for work and does not give a satisfactory reason;
 - (vi) if an employee overstays a leave of absence granted in writing by the Corporation and does not secure an extension of such leave, unless a satisfactory reason in writing is given to the Corporation;
 - (vii) if the employee retires;
- (b) Seniority shall not be considered as broken during an absence of up to two (2) years due to illness or while on leave of absence granted by the Corporation.
- (c) In the event of termination of employment,

- (i) In the event of termination of employment for permanent or casual employees all benefits and the sick leave plan (Short Term Disability and Long Term Disability) will cease.
- (ii) In the event of lay-off from employment of permanent employees the Short Term and Long Term Disability Plans shall terminate immediately and for employees with at least one (1) year seniority, they shall have their Extended Health Benefit Plan, Dental and Group Life Insurance continued for a three (3) month period from the date of lay-off.

ARTICLE 11 – JOB POSTINGS, LAYOFFS, RECALLS

11.01 In promotions, demotions, transfers, layoffs, and recalls, the following factors shall be considered:

- (a) knowledge, efficiency and ability to do the work of the job;
- (b) physical fitness;
- (c) seniority;

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

11.02 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 11.05, be dealt with in the following manner:

- (a) Permanent vacancies shall be posted for a period of five (5) days. Temporary vacancies shall be posted for a period of three (3) days. If no qualified applicant applies, the vacancy may be filled by the Corporation with other employees or by new hires.
 - (i) All temporary vacancies resulting from pregnancy, parental or leave of absence shall be posted internally, and if not filled internally the Employer may advertise externally.
 - (ii) An employee who accepts a temporary position must remain in that temporary position until the temporary position ends or for at least six (6) months, whichever comes first. The employee shall be permitted to vacate the temporary position earlier if the employee is accepting a permanent position. Upon acceptance of the permanent position the employee shall not be permitted to apply or be awarded any further temporary job position for a period of six (6) months.
 - (iii) In the event that the employee returns to their original position before the trial period is complete, the Employer will elect the next qualified applicant from the original posting file. If there is no qualified internal applicant in the file, the employer shall be allowed to advertise externally.
- (b) The posting shall show the position vacant, the requirements of the job and the wages for it. If an applicant does not have the education, certification, diploma or degree, required for the position, the Corporation may establish an appropriate test so the applicant can demonstrate their competency. A copy of the test will be provided to the Union.

- (c)
 - (i) An employee may apply for a posted job as designated on the posting, setting out in detail his qualifications for the job.
 - (ii) Upon the filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant.
 - (iii) 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 to the General Manager of Human Resources & Legislative Services 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.
 - (iv) The Union shall be notified of the name of a successful applicant by the Human Resources Department.
 - (v) Applicants will be notified by the Human Resources Department, within ten (10) days from the termination date of the job posting, of the decision regarding their application.
- (d) The Corporation shall be free to temporarily fill a vacancy during the posting period, or for vacancies of thirty (30) working days or less due to an approved leave, if it sees fit, and no grievance may be filed under Article 11.02 until notification is received under 11.02(c)(iv).
- (e) In Article 11.02., vacancies shall mean those of a long term nature that those arising through termination, new job, extended illness, injury, death or a retirement; as well this shall include leaves of absence granted in excess of one year and shall include all vacancies arising from the original vacancy. Vacancies shall be posted within five (5) days except if the Corporation intends to postpone the filling of a vacancy, or not to fill it, in which case, the Corporation shall so notify the Union within twenty (20) days, from the date the vacancy occurred, of the reasons for such postponement or not filling the vacancy.
- (f) If the Union is not in agreement with the reasons for postponing or not filling the vacancy, a meeting between the Parties shall be held within (10) days after the Union has notified the Corporation of their wish for such meeting. If the Parties are unable to reach an agreement, the matter may be the subject of a grievance at Step 3 of the Grievance Procedure.
- (g) In Article 11.02, "days" shall mean working days.
- 11.03 (a) Subject to the provisions of 11.01, when layoffs are necessary, employees shall be laid off in the following order, by reverse order of seniority:
 - (i) Casual employees;
 - (ii) Probationary employees;
 - (iii) Regular employees on the seniority list;
 - (iv) Employees shall be recalled after layoff in the reverse order to that in which they were laid off.

- (b) The Corporation will give five (5) working days' notice to an employee of a layoff which exceeds five (5) working days.
 - (c) In the case of a probationary employee, it shall only be necessary for the Union to be notified.
- 11.04 An employee seconded, or who accepts a position outside the Bargaining Unit shall accumulate seniority for a period to one (1) year from the date of the posting or transfer period. After which time seniority will be frozen unless extended by mutual agreement between the Corporation and the Union. Such employee, on their return to the Bargaining Unit shall return to the classification in which they left at the time they left the Bargaining Unit, if it still exists or shall exercise their seniority rights, if it no longer exists. The employee shall continue to pay union dues while outside the Bargaining Unit, in the amount the employee was paying prior to accepting the non-union position. Effective the date of ratification.
- 11.05 (a) Should the Corporation merge, amalgamate or combine any of its operations with another Municipality or the Niagara Region, the Corporation agrees that the other Municipality or Niagara Region will recognize the Union and apply the terms and conditions of this agreement.
- (b) No Union employee shall, suffer a loss of employment or wage reduction, under a shared services agreement with another Municipality.
 - (c) All work and services presently performed by members of CUPE shall continue to be performed by CUPE members under a shared services agreement with another Municipality.
- 11.06 When a reduction in workload or a re-organization occurs and creates a surplus of employees in a classification, the employee with the least seniority in that classification will be displaced. The displaced employee may claim the position of any junior employee in accordance with Article 11.01.
- 11.07 An employee accepted for a posted position shall be subject to a trial period of sixty (60) working days worked by the employee. If their performance is unsatisfactory to the Corporation during the trial period, they shall revert to their former position. If the position no longer exists, the employee shall exercise their seniority rights.
- (a) If the employee relinquishes the job within the first sixty (60) working days from the time they started the job, they shall revert to their former position. If the position no longer exists, the employee shall exercise their seniority rights. Other employee(s) affected by this shall revert to their former position. The Corporation may appoint the next qualified applicant from the competition without reposting.

ARTICLE 12 WAGES

- 12.01 The Corporation agrees to pay, and the Union agrees to accept, the salaries and wage rates set out in Schedule "A" attached hereto which become part of this Collective Agreement.
- 12.02 Employees shall be paid every other Thursday, via direct deposit.

- 12.03 The Corporation shall draw up job descriptions for positions and classifications for which the Union is the Bargaining Agent. These descriptions shall be presented to the Union and shall become the recognized job description, unless the Union presents written objections within thirty (30) days, subject to the Grievance Procedure.
- 12.04 Existing classifications shall not be eliminated without prior notice to, and discussion with the Union.
- 12.05 The parties agree to abide by the terms of the current Pay Equity and Internal Equity Maintenance Plan, as amended from time to time.
- 12.06 If a new position is established by the Corporation, the job description will be submitted to the JJEC for evaluation.

Should either the management committee not approve the JJEC recommendation or should the JJEC be unable to reach agreement, the negotiation shall be considered as Step 3 of the Grievance Procedure and such dispute shall be submitted to Mediation/Arbitration.

The job, upon being occupied for a twelve (12) month period, will again be reviewed by the JJEC to establish the final evaluation.

In the case of a job posting, the successful applicant will be classified in the starting rate for that particular classification, for the period of time specified in Schedule "A", before advancing to the next increment, unless it is a lateral move, then the employee will remain at their current level.

When a person performs the duties of a higher paying position, they shall receive the higher rate for all hours worked. When a person performs the duties of a lower paying position, they shall receive their regular rate for all hours worked.

- 12.07 Grand parenting shall mean that an incumbent retains their current wage rate and negotiated wage increases notwithstanding that an evaluation of the incumbent's job has produced a lower rating for so long as the incumbent remains in the subject job.

ARTICLE 13 HOURS OF WORK AND MEAL ALLOWANCE

- 13.01 (a) The work week shall be 35 hours, excluding those positions working a 40 hour work week, as identified in Article 13.01(e).
- (b) Hours of work for employees at the Municipal Service Center, established by management will be between the hours of 6:30 a.m. to 6:00 p.m. with no split or rotating shifts.

Hours of work for employees at the Welland Community Wellness Complex, established by management will be between the hours of 7:00 a.m. to 11:00 p.m. with no split or rotating shifts.

Hours of work for all other employees established by management will be between the hours 7:30 a.m. and 6:00 p.m. with no split or rotating shifts.

Three (3) weeks notification will be given, in the event of any changes to the employees established work schedule. Any schedules established will be for a period of no less than six weeks.

See Letter of Understanding re: Municipal Parking Enforcement Officers
See Letter of Understanding re: Civic Square Evening Attendant

- (c) When an employee continues to work after completing his regular shift without a break for a meal, such an employee shall be paid a \$9.00 meal allowance after one and one-half (1-1/2) hours of overtime. Such employee shall receive an additional \$9.00 for every four (4) hours or fraction thereof of overtime.
- (d) An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period in an area made available by the Employer.
- (e) The following classifications shall work a forty (40) hour work week: Construction Inspector, Construction Inspector Jr., Custodian, Field Technician II, Public Works Clerk, Maintenance Management Technician, and Parking & Traffic Operations Technician.

13.02 The Corporation does not guarantee the above standard or other hours of work, but before any change is made in the stopping and starting times, as stated in the above, or new or different shifts are established, there will be prior notice to and discussion with the Union.

ARTICLE 14 OVERTIME

14.01 An employee who is required to work in excess of the hours set forth in Article 13 shall be paid at the rate of:

- (a) Time and one-half of his wage rate for all hours worked in excess of the scheduled daily or weekly hours.
- (b) Double their wage rate for all hours worked on Sunday, if they are not scheduled to work on Sunday.

14.02 Neither overtime premium nor credits for overtime shall be pyramided.

14.03 Opportunities for overtime work shall be distributed by the Corporation as equally as is practical among the employees in a Department who normally perform the work involved. It is understood and agreed that an agreement to work overtime is voluntary and paid the appropriate overtime rates as per this Article. It is further understood and agreed, that in situations involving weather related operations, emergencies or catastrophic events, overtime work is not voluntary for those employees who must respond to preserve or support public safety.

14.04 In computing overtime,

- (a) up to fifteen (15) minutes' work shall be without pay;
- (b) for more than fifteen (15) minutes' overtime, but less than thirty (30) minutes, an employee shall be paid for thirty (30) minutes;

- (c) for thirty (30) minutes or more overtime, but less than one (1) hour, an employee shall be paid for one (1) hour;
- (d) for more than one (1) hour overtime, an employee shall be paid at overtime rates for the hours or parts thereof in fifteen (15) minute increments worked over their regularly scheduled shift.

14.05 An employee who is called in outside of their standard hours, other than for their scheduled overtime work, shall be paid with;

- (a) a minimum of four (4) hours pay at their regular straight time rate, or
- (b) the appropriate overtime rate for all hours worked, whichever is the greater.

14.06 By mutual agreement between the Corporation and the employee involved, time off with pay at the appropriate overtime rate may be granted in lieu of cash payment for overtime worked. If no mutual agreement can be reached, cash payment will be made.

ARTICLE 15 VACATIONS

15.01 A permanent employee shall receive a vacation and vacation pay on the following basis:

| Years of Service as of January 1 st of the Vacation Year | <u>VACATION</u> |
|--|--|
| Less than one (1) year | 1 day per month to a maximum of 10 days |
| 1 year but less than 3 years | 2 weeks |
| 3 years but less than 9 years | 3 weeks |
| 9 years but less than 16 years | 4 weeks |
| 16 years but less than 25 years | 5 weeks |
| 25 years but less than 31 years | 6 weeks |
| 31 years | 6 weeks plus 1 day |
| 32 years | 6 weeks plus 2 days |
| 33 years | 6 weeks plus 3 days |
| 34 years | 6 weeks plus 4 days |
| 35 years | 7 weeks |

- (a) Part year shall count as one year and no vacation shall be granted prior to the successful completion of the probationary period.

15.02 (a) Vacation pay shall be the standard hours for the vacation multiplied by their classified hourly rate, or the applicable percentage of gross income for the preceding calendar year, whichever is the greater.

- (b) The vacation year shall be the calendar year.

- (c) An employee who ceases to be entitled to receive pay due to being granted a leave of absence without pay shall have their vacation and vacation pay pro-rated.

15.03 The Corporation shall set vacation times and in doing so shall take into account the wishes of the employees in each Department, on the basis of seniority. Lists

calling for vacation requirements shall be posted by November 1st and complete vacation schedules posted by November 30th for the following year. Any vacation request submitted after November 30th shall be taken into consideration but in no way shall it affect those posted by November 30th. Union members shall be granted a minimum of three (3) weeks' vacation during summer months, if so desired. On written application by an employee to their General Manager or Supervisor, consideration may be given to carry over of vacation credits by such employee to the following year.

Vacation taken as carry over will be paid at the rate the vacation was earned, if the employee requests the carry over. When the employer requests that the employee not take their vacation, and as a result the vacation is carried over to the next calendar year because of the needs of the Employer, the employee will be paid at the rate in effect when they take the vacation.

The maximum vacation carry over will be two (2) weeks.

- 15.04 The Corporation may approve Sick Leave to be substituted for vacation where it is satisfied that an employee has become incapacitated by sickness or accident while on vacation.
- 15.05 A casual employee shall receive vacation pay in accordance with the Employment Standards Act as amended.
- 15.06 Vacation payments will be made by direct deposit in the pay period the vacation is taken and therefore, advance pay for vacations will not be issued.
- 15.07 In the case of death of an employee, accrued vacation earned to date of death, shall be paid by cheque to the employee's estate.

ARTICLE 16 PAID HOLIDAYS

- 16.01 A permanent employee shall receive without working, the equivalent of one (1) day's pay at their classification rate for each of the following holidays regardless of which day the holiday falls:

- New Year's Day
- Christmas Day
- (and an additional 1 day either Christmas Eve Day or New Year's Eve Day)*
- Boxing Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day

An additional one (1) day as a "floater" to be taken during the calendar year (each year) as pre-approved by the employee's Non-Union Supervisor and any other day declared or proclaimed by the Federal or Provincial Governments provided that;

- (a) they have worked their regularly scheduled shift, immediately preceding and their regularly scheduled shift immediately succeeding the paid holiday, unless excused in writing by the General Manager of the affected Department or their designate; and
- (b) The Corporation may declare a day in lieu of a paid holiday if the paid holiday falls on a non-working day.
- (c) Casuals will be paid statutory holiday pay as per the Employment Standards Act as amended.
- (d) If a paid holiday occurs while the employee is off on Worker's Compensation Benefits, or Sick Leave, he will be paid 100% of his salary for that day, and there will be no pyramiding of benefits.

16.02 An employee who is scheduled to work on the day of observance of one of the paid holidays;

- (a) and who works on such paid holiday, shall receive, in addition to the pay provided in Article 16.01, double their rate for all hours worked on the paid holiday;
- (b) and who does not work on such paid holiday, shall not receive the pay provided in Article 16.01, unless excused in writing by the General Manager.

16.03 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay.

16.04 An employee who is not scheduled to work on the day of observance of one of the paid holidays, and who is called in to work, shall be paid at the rate of double time their wage rate for all hours worked, in addition to the pay provided in Article 16.01.

ARTICLE 17 SHIFT PREMIUMS

17.01 Employees working on shifts, other than day shifts, as provided in Article 13.01, shall receive a premium of,

- (a) seventy-five (.75) cents for each hour worked on a shift starting on or after 10:00 a.m., but before 6:00 p.m.
- (b) eighty (.80) cents for each hour worked on a shift starting on or after 6:00 p.m., but before 4:00 a.m.

ARTICLE 18 TRANSFERS

18.01 A transfer is defined as a temporary period of time during which an employee is assigned to duties other than their normal position. Such transfers shall not exceed a period of sixty (60) working days. This article does not apply to permanent changes in job classifications, promotions or demotions.

An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the employer and if the rate of pay in the classification to which they are transferred is less than the employee's regular rate of pay, they shall receive their regular rate of pay.
- (b) If the transfer is for the convenience of the employee, and if the rate of pay in the classification to which they are transferred is less than the employee's regular rate of pay, they shall receive such lesser rate.
- (c) If the rate of his new classification is higher than that of his classification, the employee shall receive the rate of the new classification for full days worked in such classification.

ARTICLE 19 LEAVE OF ABSENCE AND TRAINING COURSES

19.01 The Employer may grant employees, a leave of absence without pay, for satisfactory reasons. Requests for leave of absence shall be in writing and shall be submitted to the employee's supervisor at least two (2) weeks in advance of the commencement of leave unless circumstances make it impossible to do so. Such approval shall not be unreasonably withheld.

19.02 (a) No more than three (3) employees elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted a leave of absence without pay for same, provided the Corporation is given reasonable notice.

The Corporation will continue to compensate an employee on such a leave. The Corporation will subsequently bill the Union for the leave.

(b) Any employee who is elected or selected for a full-time or part-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, or who is elected to public office shall be granted leave of absence without pay or benefits and without loss of seniority by the Corporation a period up to two (2) years. Such leave shall be renewed each year upon request during the term of office. If the employee returns to the Bargaining Unit within two (2) years, they shall be entitled to claim their former position. If the employee returns to the Bargaining Unit after two (2) years, 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.

(c) Persons attending Union conventions shall be limited to one (1) employee from any one functional section of a Department.

19.03 Pregnancy and Parental Leave shall be in accordance with the current Employment Standards Act (R.S.O.) as amended.

19.04 Any employee who wishes to take an academic or technical course of study relating to their employment, or some other facet of local government operation, and wishes the Corporation to reimburse them in whole or in part for the tuition and other costs involved, shall make application for such reimbursement to the Corporation through their General Manager, prior to entering upon or enrolling in the course of study. The Corporation shall have the exclusive right to determine if any reimbursement is to be made to the employee concerned, the amount of any

such reimbursement, and the conditions under which it is to be paid which shall include, but not be limited to, successful completion of the course of study.

- 19.05 The City of Welland acknowledges and agrees that CUPE members may use increments of no less than one (1) hour of vacation or lieu to attend to appointments as approved by their Supervisor.

ARTICLE 20 GENERAL BENEFIT PLAN

20.01 The Corporation shall make available the following services, subject to the provisions of the plan:

- (a) Life Insurance with Accidental Death and Dismemberment in the amount of two times the employee's annual salary taken to the next \$500.00, but in no event less than \$40,000.00 or greater than \$150,000.00.
- (b) Retired employees shall be given a \$10,000 paid-up life insurance policy until age 70.
- (c) Hospitalization:
 - (i) Private coverage;
- (d) Drug Plan:
 - (i) Effective January 1, 1999
Green Shield Plan 9

This plan will also cover topical creams, antihistamines and inhalers.

The Corporation agrees to pay for any other prescribed drug, previously covered under Plan 7, which is not covered under Plan 9.

There will be an \$8.00 maximum druggist dispensing fee plus any compound fees on mixtures are covered by this plan.

- (e) (i) Greenshield Extended Health Benefit Plan to include eye wear to \$400.00 every two years; \$60.00 for eye exams every two (2) years; \$500.00 lifetime payment (employee only) for laser eye surgery, to be self-insured by the Corporation, employee to submit paid invoices for laser surgery to Human Resources for \$500.00 reimbursement; and hearing aids to \$400 per year per employee.
- (ii) Paramedical Services
 - Chiropractor (up to \$300.00 per calendar year from first dollar charged).
 - Physiotherapy (up to \$400.00 per calendar year from first dollar charged)
 - Massage Therapist (medical referral required) up to a maximum of twelve (12) visits per calendar year. Cost per visit to be capped at \$78.00 effective thirty (30) days after date of ratification.

- (f) Greenshield Dental Plan 66 2003 ODA rates in 2004 with an automatic one year lag, effective 30 days from ratification of Agreement.

Implement a nine (9) month recall except for children under twelve (12) which shall remain at six (6) months, effective thirty (30) days from ratification of Agreement.

Rider for Orthodontic services with 100% of the premium paid by the employer with 50-50 co-insurance to a lifetime maximum of \$2,500.00 per person. Caps, Crowns and Root Canals to be included to the same co-insurance of 50-50 with a lifetime maximum of \$2,500.00 per person. Effective in 1992 a Rider for preventative Pit and Fissure Sealant, etc. The Employer will self-insure, once Orthodontic lifetime maximum has been exhausted to a further \$500.00 lifetime maximum.

- (g) Current Out of Province coverage is sixty (60) days annually.

20.02 (a) All services in Article 20.01 shall apply to permanent employees, after the successful completion of the probationary period. The cost of the benefits package, provided by the Corporation shall be borne one hundred percent (100%) by the Corporation.

- (b) All employees who retire prior to their normal retirement age, and have attained a 90 factor, or who have 30 years or more of qualifying service; under the provisions of the Ontario Municipal Employees Retirement System will be entitled to receive, at no cost, the following benefits until they reach the age 65:

- (i) The Ontario Hospital Insurance Plan;
- (ii) Extended Health Plan covering Drugs, vision care, hearing aids, dental and other services, and;
- (iii) Paid-up life insurance coverage of \$10,000.00 to age 70.

20.03 The Corporation shall have the right to determine the insurance carrier of any of the fringe benefits under the General Benefit Plan, assuming equal coverage is provided. For further certainty, in this Article, "coverage" includes both entitlement to benefits and costs to the employee. In the event of an increased cost to an employee, the Corporation agrees to pay one hundred per cent (100%) of the difference between coverage under the Policy in effect at the time and any new policy.

ARTICLE 21 SHORT- TERM AND LONG-TERM DISABILITY PLANS

21.01 Short-Term Disability

- (a) From and including the first (1st) day of the accident or first (1st) day of illness, each permanent employee will be paid their full pay during the first three (3) weeks of absence due to illness or accident. Employees will be paid for an additional week for each year of service to a maximum of seventeen (17) weeks, inclusive of the first three weeks, at one hundred percent (100%) of their regular pay. Employees absent in excess of the period for which they are entitled to receive one hundred percent (100%) of their regular pay will receive seventy-five percent (75%) for that period, until seventeen (17) weeks are completed, and

deductions for C.P.P., U.I.C. and OMERS will continue during this seventeen (17) week "Short-Term" disability period.

- (b) During the "Short-Term" period of disability, periods of disability separated by less than two (2) weeks (14 calendar days) of active employment will be considered the same period of disability unless disability is due to solely unrelated causes. During the "Short-Term" disability period, the employee's benefit plan will be continued.
- (c) Short-Term disability will be paid out at the employee's standard daily wage.

21.02 An employee absent from work due to illness or non-occupational injury for over ten (10) working days, shall provide the Corporation a fully completed medical report (supplied by the Corporation). Employees off work for an extended period of time, will have to provide subsequent completed medical reports and functional ability forms (see schedule B and C). Failure to provide properly completed forms, when required, shall result in short term disability payments being withheld. The family doctor's note after three (3) days is still required. Payments will be made in accordance with Sections 21.01 and 21.03.

21.03 Long-Term Disability

- (a) Continued disability beyond seventeen (17) weeks will be deemed to be long-term disability. Pay will continue to be maintained at seventy-five percent (75%). Payments for weeks seventeen (17) to twenty-six (26), inclusive, will be the responsibility of the Corporation, while payments for weeks twenty-seven (27) and on will be the sole responsibility of the Disability Insurance Plan, and individuals must meet the qualifying conditions of the plan.

On commencement of long-term disability, regular deductions will continue. Similarly, the employee may file for disability claim under OMERS, either for waiver of premium or disability pension benefits. Any long-term disability benefits will be reduced by disability benefit payments received under C.P.P., OMERS, or from W.S.I.B., so that total benefits do not exceed eight-five percent (85%) of regular pay.

During the long-term disability period, insurance plans as outlined in Article 20 (20.01), will be continued on behalf of the employee by the Corporation. Long-term disability income benefits will not extend beyond age sixty-five (65).

- (b) Long-term Disability Insurance Plan, when in effect, will provide seventy-five percent (75%) of income, based on own occupation for a minimum period of two (2) years.
- (c) Employees off on L.T.D. for thirty (30) months or greater will have their seniority date frozen at the end of the thirty (30) months.
- (d) Long term disability benefits will be paid out at seventy-five percent (75%) of the employee's standard daily wage.
- (e) In the event of lay-off of a permanent employee, short term and long term disability coverage will cease immediately.

If however, the employee is on short term or long term disability at the time of lay-off, their benefits for STD and LTD would continue, if they continue to qualify for these benefits as determined by the plan or the carrier.

21.04 For purpose of this Article,

- (a) "non-compensable accident" shall be deemed to mean,
 - (i) an accident suffered on the job for which compensation in lieu of wages is not received from the Workers' Compensation Board, including disallowance because of the Board's requirements for a minimum period of disability; and
 - (ii) an accident suffered other than while at work.
- (b) "standard daily wage" shall be the product of the employee's basic hourly rate in their normal classification multiplied by their standard number of daily hours.

Employees on temporary upgrades, who use the short term disability plan, will be paid the daily standard wage of the classification of the upgrade only after the employee has worked ten (10) or more consecutive days in that classification and will be eligible for the upgraded pay for a time equal to the number of days that he worked in the upgraded classification.

21.05 Gratuities

Sick leave credits will be frozen on November 1, 1989.

- (a) Each employee will be guaranteed fifty percent (50%) of the value of their existing sick bank days standing to their credit, subject to 21.06.
- (b) At the employee's option, the Corporation will pay out present accumulation of sick days, based on one (1) day's pay for every two (2) days in the employee's bank. Payments will be made every six (6) months. The starting date will be November 1, 1989. Payment will be on the basis of eight (8) days pay for every sixteen (16) days in the sick bank. Employees with less than four (4) years service would be eligible for cash-outs after the completion of four (4) years service. On death, termination of employment, or retirement prior to full cash-out, any sick day balance would be paid out under the terms of 21.06.
- (c) Employees who wish to bring benefits up to one hundred percent (100%) may do so by requesting the Corporation to deduct time from their frozen sick bank to top up the benefit to one hundred percent (100%) which shall be charged on the basis on one-half (1/2) day for each one-quarter (1/4) day used.
- (d) Sick leave gratuity payout will be paid at the employee's standard daily wage at the time of payment.

21.06 There shall be paid to,

- (a) an employee who retires under the provisions of any pension or compulsory retirement by-law of the Corporation, or
- (b) the beneficiary, as determined by the Corporation of the employee who dies while in the service of the Corporation, of

- (c) an employee on termination of employment, who has at the date of termination four (4) or more years of service with the Corporation a sick leave gratuity amounting to one-half (1/2) of the sick leave standing to their credit at the rate of the employee's standard daily wage at the time of retirement or death, or termination, as applicable, subject to a maximum of six (6) month's earnings.

21.07 All costs of doctor's certificates will be absorbed by the Corporation.

21.08 The premium costs for the Long-Term Disability Plan will be the total responsibility of the Corporation.

21.09 Attendance at medical appointments during working hours, as arranged by mutual agreement, shall not be considered as separation of employment for short-term disability purposes; and the individual will make up time lost by working an equal amount of non-regular work hours.

21.10 Statutory Holiday and Vacation Pay cannot be pyramided with W.S.I.B. Benefits.

ARTICLE 22 PENSION

22.01 The Corporation and the employees shall make contributions in accordance with the provisions of The Ontario Municipal Employees Retirement System and The Canada Pension Plan.

22.02 The Corporation shall supply the Union, annually upon request, information concerning the rights under the pension plans of members who are employees of the Corporation.

22.03 Subject to Article 26.01, any amendments to the aforementioned pension plans causing reduction in pension benefits shall be cause for negotiations with the Union in accordance with the provisions of Article 6.02.

ARTICLE 23 BEREAVEMENT LEAVE

23.01 (a) A permanent employee on a seniority list will be granted up to five (5) consecutive working days' leave of absence with pay to attend the ceremonial service of, or to attend to bereavement responsibilities on the death of a spouse (including common-law as defined in the Family Law Reform Act as amended), child, step-child, mother, father, step mother, step father, mother-in-law, father-in-law, sister, brother, step sister, step brother or grandchild.

(b) A permanent employee on a seniority list will be granted up to three (3) consecutive working days' leave of absence with pay to attend the ceremonial service of or to attend to bereavement responsibilities, on the death of a sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandparent-in-law. Application shall be made to his immediate Supervisor.

(c) A permanent employee on a seniority list will be granted up to one (1) working day leave of absence with pay to attend the ceremonial service of an aunt or uncle, or when acting as a pallbearer.

- (d) Upon application in writing to the employee's immediate supervisor, at least twenty-four (24) hours in advance, the Employer may approve a Leave of Absence not to exceed four (4) hours with pay for two (2) of the Union Executive members to attend the ceremonial service of an employee within the CUPE bargaining unit.

23.02 However, if the employee is unable to attend the ceremonial service of a member of their family for any reasonable cause, the employee shall be entitled to leave of absence of one (1) day with pay. Reasonable cause shall include illness of the employee and distance to be traveled to the said ceremonial service.

ARTICLE 24 WORK AND PROTECTIVE CLOTHING

24.01 The Corporation shall supply, at its expense, the following articles of apparel:

- (a) To the By-law Enforcement/Licensing Officers and Municipal Parking Enforcement Officers once every two (2) years:

- one (1) tunic;
- one (1) cap;
- one (1) three-quarter length coat;
- two (2) ties;
- one (1) raincoat; and once every year;
- four (4) pants;
- two (2) long-sleeved shirts; and
- two (2) short-sleeved shirts;
- two pairs of gloves (lined and unlined);

- (b) to the Inspector/Property Standards Officers and Construction Inspectors:

two (2) long sleeve shirts and two (2) short sleeve shirts and two (2) pairs of pants each year which must be worn and are to be cleaned by the employee;

- raincoats;
- safety helmets; and
- rubber boots;
- winter parka or three-quarter length coat once every three years to a maximum of \$250.00;
- two pairs of gloves (lined and unlined);

- (c) (i) in January of each year, every permanent employee, excluding those set out in Article 24.01(c)(ii), required to wear safety boots shall receive a safety boot allowance of \$150.00.

- (ii) The following positions will receive boot allowance every three (3) years:

- Planning Assistant
- Engineering Technician I
- Building Services Technician
- CAD Technician
- Maintenance Management Technician I
- Plan Examiner
- Planning Technician II
- Engineering Technician II
- Engineering Technician, Development
- Infrastructure Technician, Engineering

GIS Technician

(d) to the Custodian:

two (2) shirts;
two (2) work trousers; and
one (1) smock or coverall per year;
one winter parka, as required;
one pair of safety shoes as required.

(e) Construction Inspectors and Survey Crews-in addition to the above,

two (2) pairs of coveralls; and
two (2) pairs of work gloves per year
one (1) spring/fall jacket with MOL safety markings, every two years as required.

(f) Survey Crew will be issued the following articles of clothing, as required,

one rain coat;
one winter parka;
one pair of winter lined coveralls;
one hard hat liner;
two pairs of lined work gloves;
two pairs of unlined work gloves;
one pair of summer coveralls;
one pair of boot liners;
one spring/fall jacket with MOL safety markings, every two years as required.

ARTICLE 25 JURY DUTY

25.01 Any employee of the Corporation who is required to attend jury selection, or who is called upon to serve as a juror, or as a witness, under subpoena in a legal proceeding shall be granted leave of absence for such purpose and shall be paid full salary or wages for the period of such service, provided they shall make on application to their General Manager and deposit, with the City through the General Manager, Corporate Services/Chief Financial Officer/Treasurer the full amount of compensation received for such service but not including traveling and meal expenses.

25.02 An employee who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

ARTICLE 26 LEGISLATION

26.01 This agreement is subject to all legislation as amended enacted by the Governments of Ontario or Canada.

ARTICLE 27 TECHNOLOGICAL CHANGES AND CONTRACTING OUT

- 27.01 Without restricting its right to determine the method by which municipal services are to be provided, the Corporation agrees that no permanent employee on a seniority list shall be laid off from work as a direct result of technological change in methods or contracting out of service provided by the City.
- 27.02 The Corporation shall give the Union thirty-five (35) working days advance notice of any planned technological change in methods which would affect wage rates or working conditions and will, if requested, discuss such changes with the Union, when new skills are required or technological change is introduced, training will be provided.
- 27.03 The Corporation shall post notice of any forthcoming training courses and experimental programs for which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application therefore. Whenever possible, such notices shall be posted for a minimum of ten (10) days prior to the deadline date of enrollment for the course.

ARTICLE 28 SAFETY AND HEALTH

- 28.01 The Corporation will continue to make adequate provision for the safety and health of employees during the hours of their employment.
- 28.02 The Health & Safety Committee will meet every two (2) months, or more frequently as mutually agreed to by the parties.
- 28.03 The Corporation shall provide at its expense an EAP program for all employees which would include their current spouse and children. The program shall remain confidential between employee and provider.

ARTICLE 29 BULLETIN BOARDS

- 29.01 The Corporation agrees to allow the posting of Union notices on all C.U.P.E. Local 1115 bulletin boards located in the various City of Welland facilities where C.U.P.E. Local 1115 Bargaining Unit members normally work.
- 29.02 Such notices shall relate to appointments, meetings, and elections and conventions of the Union and the Union's social and recreational affairs. All such notices shall be submitted to the City Clerk or their Deputy for their approval before being posted.

ARTICLE 30 MILEAGE ALLOWANCE

- 30.01 The Corporation shall pay a mileage rate which is set under Corporate Policy to employees who are required to use their personal vehicle for Corporation business.

ARTICLE 31 NOTICES

- 31.01 Each employee shall keep the Human Resources Department informed of their current address and telephone number (if any). An employee who does not keep the office informed may lose the benefits of this agreement regarding notice and may be subject to other discipline.
- 31.02 Notice to the Parties shall be addressed to:
- (a) the City Hall, 60 East Main Street, Welland, Ontario, L3B 3X4, in the case of the Corporation, and
 - (b) Two Westport Centre, 110A Hannover Drive, Suite 101, St. Catharines, Ontario, L2W 1A4, in the case of the Union;
 - (c) the President and Recording Secretary of the Local Union at their last known home address.

ARTICLE 32 VOTING TIME FOR GOVERNMENT ELECTIONS

- 32.01 Each employee shall receive time off to vote with no loss in pay in accordance with the provisions of the Canada Elections Act as amended, the Elections Act, R.S.O. 1990 as amended, and the Municipal Elections Act as amended, R.S.O. 1990.

ARTICLE 33 AGENDA AND MINUTES

- 33.01 The Corporation agrees to provide the Union with one (1) copy of the Council Agenda and one (1) copy of the Council Meeting Minutes.

ARTICLE 34 DURATION OF AGREEMENT

- 34.01 (a) This agreement shall become effective as of January 1, 2017 and shall remain in full force and effect until December 31, 2020.

Increases as follows:

- January 1, 2017 – 1.9%
- January 1, 2018 – 1.5%
- January 1, 2019 – 1.5%
- January 1, 2020 – 1.75%

- (b) Retroactivity to apply to wages, shift premiums, mileage allowance, paid holidays, and vacation whether or not the employees are still on the payroll at the date of ratification by the Union.
- 34.02 This agreement shall be automatically renewed from year to year thereafter, unless notice by registered mail is given by either Party to the other Party for amendment no less than sixty (60) days, nor more than ninety (90) days prior to December 31, 2020 or any anniversary of such date.
- 34.03 In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of notification.

34.04

During negotiations upon any proposed new or revised agreement this agreement shall remain in full force and effect until a new or revised agreement is signed, or until conciliation proceedings have been completed, whichever comes first.


IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized officers and representatives.

FOR CUPE, LOCAL 1115

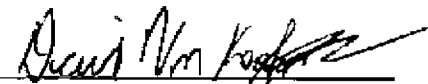
FOR THE CORPORATION OF
THE CITY OF WELLAND



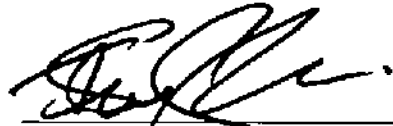
Nicole Zupan
President, C.U.P.E. Local 1115



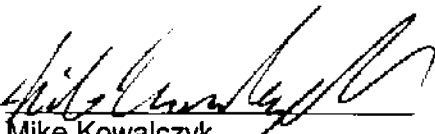
Rosanne Mantesso
General Manager Human Resources &
Legislative Services




David Vankoughnet
Vice-President, CUPE Local 1115



Steve Zorbas
General Manager, Corporate Services/
City Treasurer



Mike Kowalczyk
Negotiating Committee Member



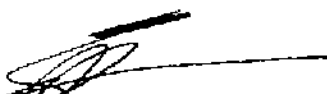
Dan Harlan
Administrative and Support
Services Manager



Tracey Spruyt
Negotiating Committee Member



Andrea Daisley
Employment Services Coordinator



Steve Leavitt
C.U.P.E. National Representative

LETTER #1

LETTER OF UNDERSTANDING

RE: PART-TIME EMPLOYEES

During the course of negotiations, the parties agreed to introduce part time employees under the following conditions:

A part-time employee is an employee who is regularly employed for not more than twenty-four (24) hours per week.

No more than ten (10) part-time employees shall be employed by the Corporation at any one time.

Part-time employees will have Union dues deducted in accordance with the current Collective Agreement but shall not be entitled to employee benefits provided to full-time employees except to the extent required under Provincial Law.

Part-time employees will be paid vacation and statutory holiday pay in accordance with the Employment Standards Act.

A separate part-time seniority list will be kept by the Employer. Seniority will be based on number of hours worked pro-rated to a full-time employee. Each year of seniority is based on having worked 1820 hours. All accumulated seniority time will be recognized for any full-time employment.

Part-time employees may apply for internal postings but will only be considered an applicant if there are no full time CUPE applicants.

Part-time employees shall be paid on a hourly basis at a rate of 80% of the "A" rate of pay band one in accordance with Schedule "A". Upon successful completion of the probationary period, part-time employees shall be paid 80% of the "B" rate of pay band one in accordance with Schedule "A".

The probationary period for part-time employees shall be one (1) calendar year from the date of hire. Until said employee completes the probationary period they may not exercise seniority rights or grieve regarding discharge.

A part-time employee with seniority rights may only grieve discharge, discipline or seniority.


Part-time positions are not meant to replace full-time positions but to augment established hours of service defined by the Corporation.

This letter forms part of the Collective Agreement.


Signed this 23rd day of DECEMBER, 2017 in Welland.

For the Union:

For the Corporation:



Steve Leavitt
National Representative, C.U.P.E.



Rosanne Mantesso
General Manager Human Resources &
Legislative Services

LETTER #2

LETTER OF UNDERSTANDING

RE: MUNICIPAL PARKING ENFORCEMENT OFFICERS

During the course of negotiations, the parties agreed to the following:

1. The Municipal Parking Enforcement Officer positions will work a thirty-five (35) hour work week.
2. The provisions of Article 13.01(b) do not apply.
3. Municipal Parking Enforcement Officers will work the following shifts on a rotation basis:

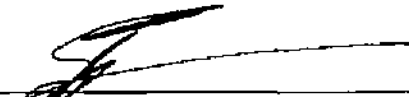
Day shift – 8:00 a.m. to 4:00 p.m.
Day Shift B – 9:00 a.m. to 5:00 p.m.
Afternoon shift – 3:00 p.m. to 11:00 p.m.

This letter forms part of the Collective Agreement.


Signed this 23rd day of DECEMBER, 2017 in Welland.

For the Union:

For the Corporation:



Steve Leavitt
National Representative, C.U.P.E.



Rosanne Mantesso
General Manager Human Resources &
Legislative Services

LETTER #3

LETTER OF UNDERSTANDING

RE: CIVIC SQUARE EVENING ATTENDANT

During the course of negotiations, the parties agreed to the following:

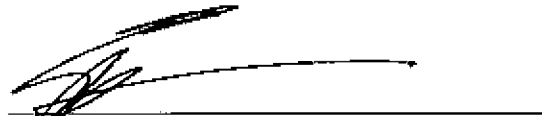
1. The Civic Square Evening Attendant positions will work a thirty (30) hour work week.
2. The provisions of Article 13.01(a) and (d) do not apply.
3. The hours of work will be Monday to Friday 4:00 p.m. to 10:00 p.m. with a twenty (20) minute paid lunch.

This letter forms part of the Collective Agreement.

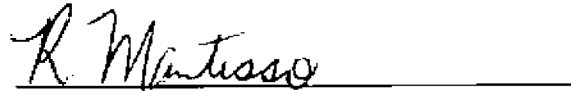
Signed this 22nd day of DECEMBER, 2017 in Welland.

For the Union:

For the Corporation:



Steve Leavitt
National Representative, C.U.P.E.



Rosanne Mantesso
General Manager Human Resources &
Legislative Services

LETTER #4

LETTER OF UNDERSTANDING

RE: SICK LEAVE BANK

During the course of negotiations, the parties agreed to delete Article 20.07 which stated the following:

"The employee receiving WSIB benefits under the terms of this clause will have the option of drawing additional days from his/her bank. These days will be charged at the rate of two (2) days for every one (1) day deducted from his/her bank."

The parties further agreed that the two (2) employees who have remaining sick leave bank days owing to them will still be entitled to utilize those days as stated above for WSIB purposes.

The following employees have remaining sick leave bank days:

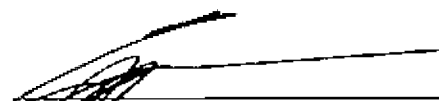
Lisa Bisson
Silvestro Ravenda

This letter forms part of the Collective Agreement.


Signed this 22nd day of DECEMBER, 2017 in Welland.

For the Union:

For the Corporation:



Steve Leavitt
National Representative, C.U.P.E.



Rosanne Mantesso
General Manager Human Resources &
Legislative Services

LETTER #5

LETTER OF UNDERSTANDING

RE: LEAVE OF ABSENCE & TRAINING COURSES

During the course of negotiations, the parties agreed to the following:

On writing application by an employee to their General Manager or Supervisor, consideration will be given to pro-rate up to five (5) additional working days for leave of absence purposes. Deductions will be pro-rated based on the payroll schedule. Time taken will be by mutual consent. Written application must be submitted by the employee annually no later than November 30th of the preceding year.


It was further agreed requests for leave must be submitted in writing no later than November 30th, of each year.

This letter forms part of the Collective Agreement.


Signed this 20th day of DECEMBER, 2017 in Welland.

For the Union:

For the Corporation:



Steve Leavitt
National Representative, C.U.P.E.



Rosanne Mantesso
General Manager Human Resources &
Legislative Services

LETTER #6

LETTER OF UNDERSTANDING

RE: G.I.S. TECHNICIAN RED CIRCLING

During the course of negotiations, the parties agreed to the following:

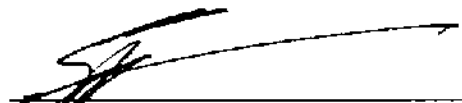
1. The G.I.S. Technician shall work 35 hours per week at the rate of \$34.83/hour.
2. The incumbent's wage rate shall remain frozen until such time as the agreed upon wage rate table and grade is equal or greater than the frozen wage rate.

This letter forms part of the Collective Agreement.

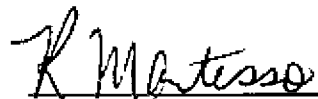
Signed this 22nd day of DECEMBER, 2017 in Welland.

For the Union:

For the Corporation:



Steve Leavitt
National Representative, C.U.P.E.



Rosanne Mantesso
General Manager Human Resources &
Legislative Services

LETTER #7

LETTER OF UNDERSTANDING

RE: RETIREMENT BENEFITS

During the course of negotiations, the parties agreed to the following:

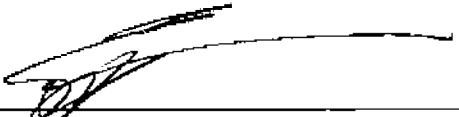
The City of Welland offers retirement benefit options for retirees listed in Article 20.02 of the Collective Agreement at the cost of the retiree. This information can be provided to employees by Human Resources prior to the commencement of retirement.

This letter forms part of the Collective Agreement.

Signed this 2nd day of DECEMBER, 2017 in Welland.

For the Union:

For the Corporation:



Steve Leavitt
National Representative, C.U.P.E.



Rosanne Mantesso
General Manager Human Resources &
Legislative Services

SCHEDULE "A" – RED CIRCLED CLASSIFICATIONS

| POSITION | 2017 HOURLY RATES – 1.9% | | | 2018 HOURLY RATES – 1.5% | | |
|---|--------------------------|-------------|--------------|--------------------------|-------------|--------------|
| | Start Rate | After 6 Mon | After 12 Mon | Start Rate | After 6 Mon | After 12 Mon |
| | A RATE | B RATE | C RATE | A RATE | B RATE | C RATE |
| Computer Analyst/Database Administrator | \$34.60 | \$36.43 | \$37.38 | \$35.12 | \$36.98 | \$37.94 |
| Maintenance Management Technician I | \$31.02 | \$31.88 | \$32.64 | \$31.49 | \$32.36 | \$33.13 |
| Treasury Resource Assistant | \$30.10 | \$31.28 | \$32.03 | \$30.55 | \$31.75 | \$32.51 |
| Cashier/Typist (1) | \$30.96 | \$31.77 | \$32.61 | \$31.42 | \$32.25 | \$33.10 |
| Construction Inspector | \$37.46 | \$38.45 | \$39.40 | \$38.02 | \$39.02 | \$39.99 |
| Engineering Technician – Development | \$37.46 | \$38.45 | \$39.40 | \$38.02 | \$39.02 | \$39.99 |
| Engineering Technician II | \$37.46 | \$38.45 | \$39.40 | \$38.02 | \$39.02 | \$39.99 |

| POSITION | 2019 HOURLY RATES – 1.5% | | | 2020 HOURLY RATES – 1.75% | | |
|---|--------------------------|-------------|--------------|---------------------------|-------------|--------------|
| | Start Rate | After 6 Mon | After 12 Mon | Start Rate | After 6 Mon | After 12 Mon |
| | A RATE | B RATE | C RATE | A RATE | B RATE | C RATE |
| Computer Analyst/Database Administrator | \$35.64 | \$37.53 | \$38.51 | \$36.26 | \$38.19 | \$39.18 |
| Maintenance Management Technician I | \$31.96 | \$32.85 | \$33.63 | \$32.52 | \$33.42 | \$34.22 |
| Treasury Resource Assistant | \$31.01 | \$32.23 | \$33.00 | \$31.55 | \$32.79 | \$33.58 |
| Cashier/Typist (1) | \$31.89 | \$32.73 | \$33.59 | \$32.45 | \$33.30 | \$34.18 |
| Construction Inspector | \$38.59 | \$39.61 | \$40.59 | \$39.27 | \$40.30 | \$41.30 |
| Engineering Technician – Development | \$38.59 | \$39.61 | \$40.59 | \$39.27 | \$40.30 | \$41.30 |
| Engineering Technician II | \$38.59 | \$39.61 | \$40.59 | \$39.27 | \$40.30 | \$41.30 |

SCHEDULE "A" – WAGE FROZEN CLASSIFICATION

| POSITION | Rate | 6 Mon | 12 Mon |
|----------------|--------|--------|---------|
| | A RATE | B RATE | C RATE |
| GIS Technician | | | \$34.83 |

SCHEDULE "A"

| Pay Band | Position | 2017 HOURLY RATES – 1.9% | | | 2018 HOURLY RATES – 1.5% | | |
|-----------------|--|--------------------------|-------------|--------------|--------------------------|-------------|--------------|
| | | Start Rate | After 6 Mon | After 12 Mon | Start Rate | After 6 Mon | After 12 Mon |
| | | A RATE | B RATE | C RATE | A RATE | B RATE | C RATE |
| 1 | Civic Square – Evening Attendant | \$25.88 | \$26.58 | \$27.23 | \$26.27 | \$26.98 | \$27.64 |
| | Custodian* | \$25.88 | \$26.58 | \$27.23 | \$26.27 | \$26.98 | \$27.64 |
| | Switchboard Receptionist | \$25.88 | \$26.58 | \$27.23 | \$26.27 | \$26.98 | \$27.64 |
| 2 | Cashier/Typist | \$27.57 | \$28.45 | \$29.01 | \$27.98 | \$28.88 | \$29.45 |
| | Customer Service Clerk - Recreation | \$27.57 | \$28.45 | \$29.01 | \$27.98 | \$28.88 | \$29.45 |
| | Development Services Secretary | \$27.57 | \$28.45 | \$29.01 | \$27.98 | \$28.88 | \$29.45 |
| | Finance Clerk | \$27.57 | \$28.45 | \$29.01 | \$27.98 | \$28.88 | \$29.45 |
| | Municipal Parking Enforcement Officer | \$27.57 | \$28.45 | \$29.01 | \$27.98 | \$28.88 | \$29.45 |
| 3 | Accounting Clerk | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Accounts Receivable Clerk | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Building Services Technician | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Customer Service Clerk – Planning & Building | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Engineering Clerk | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Facility Scheduling Clerk | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Games Licensing and Committee Clerk | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | GIS Technician | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Graphics Coordinator | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Public Works Clerk* | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Treasury Resource Assistant | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Vital Statistics & Customer Service Clerk 1 | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| | Vital Statistics & Customer Service Clerk 11 | \$29.29 | \$30.06 | \$30.81 | \$29.73 | \$30.51 | \$31.27 |
| 4 | Arts & Culture Coordinator | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | By-Laws Enforcement/Licensing Officer | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | CAD Technician | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Corporation Communications & Marketing Coordinator | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Community Development & Volunteer Coordinator | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Community Recreation Coordinator/Seniors | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Engineering Financial Clerk | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Engineering Technician 1 | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Engineering Office & Municipal Project Clerk | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Legislative Assistant | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Financial Analyst | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Maintenance Management Technician* | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Payroll Clerk | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| | Tax Clerk | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 |
| Utilities Clerk | \$31.00 | \$31.78 | \$32.61 | \$31.47 | \$32.26 | \$33.10 | |

SCHEDULE "A"

| Pay Band | Position | 2017 HOURLY RATES – 1.9% | | | 2018 HOURLY RATES – 1.5% | | |
|----------|---|--------------------------|-------------|--------------|--------------------------|-------------|--------------|
| | | Start Rate | After 6 Mon | After 12 Mon | Start Rate | After 6 Mon | After 12 Mon |
| | | A RATE | B RATE | C RATE | A RATE | B RATE | C RATE |
| 5 | Computer Analyst/Sr. Programmer | \$32.67 | \$33.55 | \$34.40 | \$33.16 | \$34.05 | \$34.92 |
| | Engineering Technician II | \$32.67 | \$33.55 | \$34.40 | \$33.16 | \$34.05 | \$34.92 |
| | Engineering Technician, Development | \$32.67 | \$33.55 | \$34.40 | \$33.16 | \$34.05 | \$34.92 |
| | Planning Assistant | \$32.67 | \$33.55 | \$34.40 | \$33.16 | \$34.05 | \$34.92 |
| | Plans Examiner | \$32.67 | \$33.55 | \$34.40 | \$33.16 | \$34.05 | \$34.92 |
| | Planning Technician II | \$32.67 | \$33.55 | \$34.40 | \$33.16 | \$34.05 | \$34.92 |
| 6 | Computer Analyst/Database Administrator | \$34.73 | \$35.63 | \$36.56 | \$35.25 | \$36.16 | \$37.11 |
| | Computer Analyst/Webmaster | \$34.73 | \$35.63 | \$36.56 | \$35.25 | \$36.16 | \$37.11 |
| | Construction Inspector* | \$34.73 | \$35.63 | \$36.56 | \$35.25 | \$36.16 | \$37.11 |
| | Field Technician II* | \$34.73 | \$35.63 | \$36.56 | \$35.25 | \$36.16 | \$37.11 |
| | Infrastructure Planner | \$34.73 | \$35.63 | \$36.56 | \$35.25 | \$36.16 | \$37.11 |
| | Parking and Traffic Operations Technician* | \$34.73 | \$35.63 | \$36.56 | \$35.25 | \$36.16 | \$37.11 |
| | Senior By Law Enforcement /Licensing Officer | \$34.73 | \$35.63 | \$36.56 | \$35.25 | \$36.16 | \$37.11 |
| 7 | Computer Analyst/Network & Support Specialist | \$37.46 | \$38.45 | \$39.40 | \$38.02 | \$39.03 | \$39.99 |
| | GIS Coordinator | \$37.46 | \$38.45 | \$39.40 | \$38.02 | \$39.03 | \$39.99 |
| | Inspector/Property Standard Officer | \$37.46 | \$38.45 | \$39.40 | \$38.02 | \$39.03 | \$39.99 |
| | Purchasing Agent | \$37.46 | \$38.45 | \$39.40 | \$38.02 | \$39.03 | \$39.99 |

SCHEDULE "A"

| Pay Band | Position | 2019 HOURLY RATES – 1.5% | | | 2020 HOURLY RATES – 1.75% | | |
|----------|--|--------------------------|-------------|--------------|---------------------------|-------------|--------------|
| | | Start Rate | After 6 Mon | After 12 Mon | Start Rate | After 6 Mon | After 12 Mon |
| | | A RATE | B RATE | C RATE | A RATE | B RATE | C RATE |
| 1 | Civic Square – Evening Attendant | \$26.66 | \$27.38 | \$28.05 | \$27.13 | \$27.86 | \$28.54 |
| | Custodian* | \$26.66 | \$27.38 | \$28.05 | \$27.13 | \$27.86 | \$28.54 |
| | Switchboard Receptionist | \$26.66 | \$27.38 | \$28.05 | \$27.13 | \$27.86 | \$28.54 |
| 2 | Cashier/Typist | \$28.40 | \$29.31 | \$29.89 | \$28.90 | \$29.82 | \$30.41 |
| | Customer Service Clerk - Recreation | \$28.40 | \$29.31 | \$29.89 | \$28.90 | \$29.82 | \$30.41 |
| | Development Services Secretary | \$28.40 | \$29.31 | \$29.89 | \$28.90 | \$29.82 | \$30.41 |
| | Finance Clerk | \$28.40 | \$29.31 | \$29.89 | \$28.90 | \$29.82 | \$30.41 |
| | Municipal Parking Enforcement Officer | \$28.40 | \$29.31 | \$29.89 | \$28.90 | \$29.82 | \$30.41 |
| | | | | | | | |
| 3 | Accounting Clerk | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Accounts Receivable Clerk | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Building Services Technician | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Customer Service Clerk – Planning & Building | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Engineering Clerk | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Facility Scheduling Clerk | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Games Licensing and Committee Clerk | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | GIS Technician | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Graphics Coordinator | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Public Works Clerk* | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Treasury Resource Assistant | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Vital Statistics & Customer Service Clerk 1 | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| | Vital Statistics & Customer Service Clerk 11 | \$30.18 | \$30.97 | \$31.74 | \$30.71 | \$31.51 | \$32.30 |
| 4 | Arts & Culture Coordinator | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | By-Laws Enforcement/Licensing Officer | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | CAD Technician | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Corporation Communications & Marketing Coordinator | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Community Development & Volunteer Coordinator | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Community Recreation Coordinator/Seniors | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Engineering Financial Clerk | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Engineering Technician 1 | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Engineering Office & Municipal Project Clerk | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Legislative Assistant | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Financial Analyst | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Maintenance Management Technician* | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Payroll Clerk | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Tax Clerk | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |
| | Utilities Clerk | \$31.94 | \$32.74 | \$33.60 | \$32.50 | \$33.31 | \$34.19 |

SCHEDULE "A"

| Pay Band | Position | 2019 HOURLY RATES – 1.5% | | | 2020 HOURLY RATES – 1.75% | | |
|----------|---|--------------------------|-------------|--------------|---------------------------|-------------|--------------|
| | | Start Rate | After 6 Mon | After 12 Mon | Start Rate | After 6 Mon | After 12 Mon |
| | | A RATE | B RATE | C RATE | A RATE | B RATE | C RATE |
| 5 | Computer Analyst/Sr. Programmer | \$33.66 | \$34.56 | \$35.44 | \$34.25 | \$35.16 | \$36.06 |
| | Engineering Technician II | \$33.66 | \$34.56 | \$35.44 | \$34.25 | \$35.16 | \$36.06 |
| | Engineering Technician, Development | \$33.66 | \$34.56 | \$35.44 | \$34.25 | \$35.16 | \$36.06 |
| | Planning Assistant | \$33.66 | \$34.56 | \$35.44 | \$34.25 | \$35.16 | \$36.06 |
| | Plans Examiner | \$33.66 | \$34.56 | \$35.44 | \$34.25 | \$35.16 | \$36.06 |
| | Planning Technician II | \$33.66 | \$34.56 | \$35.44 | \$34.25 | \$35.16 | \$36.06 |
| 6 | Computer Analyst/Database Administrator | \$35.78 | \$36.70 | \$37.67 | \$36.41 | \$37.34 | \$38.33 |
| | Computer Analyst/Webmaster | \$35.78 | \$36.70 | \$37.67 | \$36.41 | \$37.34 | \$38.33 |
| | Construction Inspector* | \$35.78 | \$36.70 | \$37.67 | \$36.41 | \$37.34 | \$38.33 |
| | Field Technician II* | \$35.78 | \$36.70 | \$37.67 | \$36.41 | \$37.34 | \$38.33 |
| | Infrastructure Planner | \$35.78 | \$36.70 | \$37.67 | \$36.41 | \$37.34 | \$38.33 |
| | Parking and Traffic Operations Technician* | \$35.78 | \$36.70 | \$37.67 | \$36.41 | \$37.34 | \$38.33 |
| | Senior By Law Enforcement /Licensing Officer | \$35.78 | \$36.70 | \$37.67 | \$36.41 | \$37.34 | \$38.33 |
| 7 | Computer Analyst/Network & Support Specialist | \$38.59 | \$39.62 | \$40.59 | \$39.27 | \$40.31 | \$41.30 |
| | GIS Coordinator | \$38.59 | \$39.62 | \$40.59 | \$39.27 | \$40.31 | \$41.30 |
| | Inspector/Property Standard Officer | \$38.59 | \$39.62 | \$40.59 | \$39.27 | \$40.31 | \$41.30 |
| | Purchasing Agent | \$38.59 | \$39.62 | \$40.59 | \$39.27 | \$40.31 | \$41.30 |

The Corporation of the City of Welland



Doctor's Report of Illness/Injury

As the Corporation of the City of Welland self insures for the first twenty six (26) weeks of disability, the Corporation requires medical certification of the disability

To be completed by the Employee

| | | | |
|----------------|--|-----------------|--|
| Employee Name: | | Employee Number | |
| Position: | | Department | |
| Home Phone #: | | Supervisor | |

I, _____ hereby authorize my physician to supply the following medical information to the Human Resources Department of the City of Welland. I agree that a photocopy of this authorization be considered as valid as the original.

Note: *Employee to return completed form directly to Human Resources in a sealed envelope*

To be completed by the Physician

1. Is the condition due to illness/injury Non-Occupational Occupational Unknown
2. General Description of injury/illness: _____

3. First day attended: _____
Last day attended: _____
4. a) Have you treated this employee for this condition in the past 30 days? Yes No
If yes, when? _____
- b) Is this a re-occurrence of a previous disability? Yes No
If yes, comment: _____

OVER...

Doctor's Report of Illness/Injury

(Page 2)

The City of Welland recognizes that the temporarily partially disabled employee can and should be performing meaningful, productive duties. The City of Welland is committed to working with you the physician to return the employee back to an early and safe return to work.

| | |
|----------------------------------|---|
| To be completed by the Physician | <p>5. Has this employee been referred to a specialist(s)? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 20px;">If yes, who? _____</p> <p style="margin-left: 20px;">Will the specialist be providing primary care? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6. In general terms, what is the present medical treatment? _____</p> <p>7. Is the employee capable of returning to modified duties? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 20px;">If yes, please complete the City of Welland Functional Abilities Form.</p> <p>8. Probable date employee will be available for:</p> <p style="margin-left: 20px;">Modified Duties: _____</p> <p style="margin-left: 20px;">Regular Duties: _____</p> <p>9. Comments to assist in ensuring an early and safe return to work: _____</p> |
| | <p>Name of Physician: _____ Signature: _____</p> <p style="margin-left: 100px;">(Please Print)</p> <p>Address: _____ Date: _____</p> <p>Telephone: _____ FAX: _____</p> |
| Send to | <p>Human Resources Department The Corporation of the City of Welland 60 East Main Street Welland ON L3B 3X4 Phone: (905) 735-1700 Ext. 2271 FAX: (905) 734-7608</p> |
| Confidentiality | <p>No information is retained or disseminated which contravenes the Ontario Human Rights Code or any other Provincial or Federal legislation regarding employee information.</p> |