



Collective Agreement

Between The
Corporation of the
City of Brantford
and The Canadian
Union of Public
Employees, Local
181 -Custodian,
Caretaker and
Cleaner Unit

April 1, 2019 – March 30, 2023

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BY AND BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD
(Hereinafter referred to as the "Corporation")

OF THE FIRST PART and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181
CUSTODIAN, CARETAKER AND CLEANER UNIT
(Hereinafter referred to as the "Union")

OF THE SECOND PART

Article 1 - General Purpose

1.01 Whereas it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the "Corporation" and the "Union", to promote co-operation and understanding between the Corporation and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operation and to promote the morale, well-being and security of all employees in the bargaining unit of the Union. Now therefore witnesseth that the parties do covenant and agree as follows:

Article 2 - Recognition and Coverage

- 2.01 The Corporation recognizes the Union as the exclusive collective bargaining agent for all full time and part time custodians, caretakers and cleaners employed by the City of Brantford save and except supervisors, persons above the rank of supervisors, and those for whom another trade union holds bargaining rights.
- 2.02 The provisions of this agreement shall not apply to an employee hired for a specific Government Subsidized Program. Employees hired under these programs shall not be hired to replace regular employees on the Seniority List including those on layoff.
- 2.03 No member of management shall perform the duties of the positions performed by the employees covered by this Agreement, save and except in cases of emergency, during periods of instruction or when employees normally performing the duties are not readily available.

- 2.04 Notwithstanding Article 2.03 above, Managers, Supervisors or other employees may perform minor cleaning and custodial duties when a member of the bargaining unit is not readily available.

Article 3 - Relationship

- 3.01 The Corporation and the Union agree that there shall be no discrimination or harassment practiced with respect to any employee by reason(s) as outlined in the *Ontario Human Rights Code*, the *Ontario Labour Relations Act* and the *Occupational Health and Safety Act*.
- 3.02 The Corporation and the Union agree that there shall be up to four (4) stewards in the bargaining unit. It is understood that the Unit Chair may act as a steward in addition to the four (4) stewards. A Steward shall assist employees in presenting their grievances to the Corporation. The Union agrees to keep the Corporation advised as to the names of all stewards and any changes thereto. Not more than two representatives from each party shall meet at any one time, unless requested and as provided for in the Grievance Procedure.
- 3.03 It is understood that the members of the Unit Grievance Committee and Stewards have their regular duties to perform on behalf of the Corporation and that if it is necessary to service a grievance during working hours they will not leave their duties without first obtaining permission of their Manager or their designate, which permission will not be unreasonably withheld, and in no case longer than four (4) hours. When resuming their regular duties they will report to their Manager or their designate and, if required, will give a reasonable explanation as to their length of absence.
- 3.04 Upon request, subject to the approval of the manager or their designate, as to the time, arrangements will be made with the Human Resources Department for an employee to have access to and review his/her file and shall be permitted to respond in writing to any document contained therein. Such response shall become part of the personnel file. An employee may photocopy any material contained in his/her personnel file. Such review will be held in the presence of a member of the Human Resources Department and such request shall not be unreasonably withheld. The presence of such a response in the employee's file shall not be construed as being an acceptance by the Corporation of the statements contained therein either as to fact or opinion.

Article 4 - Reservation of Management Functions

- 4.01 The Union acknowledges that it is the exclusive function of the Corporation to:
- (a) Manage the operations and undertakings of the Corporation and to maintain order, discipline and efficiency.
 - (b) Hire, discharge, direct, transfer, promote, demote, lay off and suspend or otherwise discipline employees, provided that a claim that an employee has been discharged or disciplined without just cause; or directed, transferred, promoted, demoted, laid off or re-called contrary to the provisions of this Agreement, may be subject of a grievance and dealt with in accordance with the grievance procedure.
 - (c) Make and alter from time to time reasonable Rules and Regulations to be observed by the employees provided they are not inconsistent with this Agreement.
 - (d) To introduce new and improved facilities and methods to improve the efficiency of the operations of the Corporation.
 - (e) The Employer shall give the Union as much notice as possible in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members

Article 5 - Union Security

- 5.01 All employees, as a condition of continued employment shall become and remain members in good standing of the Union. All future employees shall, as a condition of continued employment, become members of the Union upon commencement of employment.
- 5.02 The Corporation agrees to deduct from each pay a sum equivalent to the amount of Union dues and/or assessments as advised by the Union.
- 5.03 The Corporation shall remit, prior to the 15th of the month, such amount to the Secretary-Treasurer of the Union together with a monthly statement listing members of the Union on whose behalf such deductions have been made.
- 5.04 All new hires will be given a copy of this Agreement, and will be introduced to the Unit Chair or designate who will be given the opportunity to explain the role of the Union within the Corporation at a time arranged for by the Corporation, but no longer than one (1) month after commencing employment, up to a maximum of

thirty (30) minutes and without loss of pay. Furthermore, the Corporation agrees to acquaint new employees with the conditions of employment.

- 5.05 No bargaining unit employee who has completed five (5) years or more of service shall be laid off as a result of the Corporation contracting out any of its work.
- 5.06 The Corporation agrees to supply the Union with the list of the names, phone numbers and addresses, job classifications, and work locations of the present and new Employees of the bargaining unit in a sortable electronic format (2) times per year. The Union will save the Corporation harmless from any and all claims that may be made against the Corporation for disclosing such information.

Article 6 - Discharge Cases and Suspensions

- 6.01 A claim by any employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged under Step 1 within five (5) working days after the discharge or suspension is effected.
- 6.02 When it is necessary to reprimand an employee, and where such reprimand may result in the demotion, suspension, or dismissal of an employee, the Employer shall offer the employee the opportunity of union representation in advance of the meeting.
- 6.03 In the event that an employee has been reprimanded, such employee will be provided, in writing, of the particulars, which caused the reprimand, and the Unit Chairperson shall receive a copy.
- 6.04 An employee who maintains a clear record for a period of eighteen (18) months following their last warning or suspension shall have their record cleared at the end of such period as it applies to warnings and suspensions.

Article 7 - Grievance Procedure

- 7.01 It is the mutual desire of the Corporation and the Union that the complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her Manager and/or their designate an opportunity to adjust his/her complaint. In discussing his/her complaint the employee may be accompanied by his/her Steward if the employee so desires. The Manager and/or their designate shall have two (2) working days to reply verbally to the complaint. Failing settlement, when an employee has a grievance arising out of the interpretation, application, administration, or alleged violation of the terms of this agreement, it shall be dealt with in the following

manner and sequence, provided, however, that no grievance shall be considered where the alleged circumstances originated or occurred more than fifteen (15) working days prior to its presentation as a written grievance as provided herein. Written grievances shall be on forms supplied by the Union and approved by the Corporation.

STEP 1

The employee may present his/her alleged grievance in writing, signed by him/her, to the Unit Grievance Committee, which may present the grievance to the Director or his/her designate. The Corporation's Committee shall meet with the Unit Grievance Committee within ten (10) working days to discuss the grievance, following which a decision shall be delivered in writing within five (5) working days.

STEP 2

Failing a settlement in Step 1 of the Grievance Procedure, the Unit Grievance Committee may refer the matter to the Director of Human Resources within five (5) working days of receiving the decision in Step 1. The Director of Human Resources and/or designate, and the General Manager and/or designate shall meet with the Unit Grievance Committee and the Grievor within ten (10) working days of receiving the grievance following which a decision shall be delivered, in writing, within (5) five working days.

7.02 MEDIATION

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within five (5) working days after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.

- 7.03 Failing a settlement under Step 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such

difference may be taken to arbitration as provided in Article 8, and if no written request is received within forty (40) calendar days after the decision in Step 2 is given, it shall be deemed to have been abandoned.

- 7.04 Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 1.
- 7.05 Any complaint or grievance arising directly between the Corporation and the Union shall be originated under Step 1.
- 7.06 The time limits provided under the Grievance Procedure may be extended by mutual agreement of both parties and shall be provided in writing.
- 7.07 It is agreed that an appeal by an employee to the Mayor, Councilor, Board or Advisory Committee member, or any other representative of the Corporation, save as expressly provided in this Agreement, shall constitute a breach of this Agreement. Violation of this provision shall render an employee liable to disciplinary action or dismissal, subject to the grievance procedure and/or arbitration.
- 7.08 All decisions arrived at between the Representatives of the Corporation and the Union shall be final and binding upon the Corporation, the Union and the employee or employees concerned.
- 7.09 The Corporation will supply necessary accommodation facilities for grievance meetings.
- 7.10 A working day for the purpose of grievance and arbitration procedure shall be defined as a day other than Saturday, Sunday or a recognized holiday.
- 7.11 It is understood that the Union may have the services of the CUPE National Servicing Representative to assist in the hearing of grievances at Step 1 and thereafter of the Grievance Procedure.

Article 8 - Arbitration

- 8.01 When a dispute arises in respect of any of the matters covered by this Agreement, including;
 - (a) the interpretation, application or administration of this Agreement, or
 - (b) when an allegation is made that this Agreement has been violated,and if a satisfactory settlement cannot be reached through the process provided for under Article 7, the matter in dispute may be submitted by the Corporation or the Union to Arbitration.

- 8.02 SINGLE ARBITRATOR:** Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of ten (10) working days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- 8.03 BOARD OF ARBITRATION:** Either of the parties to this Agreement desirous of exercising this provision shall notify the other party in writing, and at the same time nominate a representative. Within five (5) working days thereafter the other party shall nominate a representative. The two representatives so nominated shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of five (5) days following the date of their appointment either representative will then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 8.04 Any Single Arbitrator/Arbitration Board appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.
- 8.05 The decision of the Single Arbitrator/Arbitration Board appointed pursuant to this Article is final and binding upon the Corporation, the Union and any Employee affected thereby.
- 8.06 Where there is a single Arbitrator, the Corporation and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall share the cost of the Chairperson and the arbitration proceedings.
- 8.07 Notwithstanding the provisions of Article 7 or this Article;
- (a) no matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 7,
 - (b) the provisions of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.
- 8.08 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 8.09 Upon mutual consent of the parties any difference may be submitted to a three person Board of Arbitration.

Article 9 - No Strike/No Lockout

- 9.01 In view of the orderly procedure of settling grievances, the Corporation agrees that it will not cause nor direct any lockout of its employees and the Union agrees that there will be no strike or other collective action, which will stop, curtail or interfere with work or the Corporation's operations during the life of this Agreement. The Union agrees that if any such collective action takes place it will repudiate it forthwith and require its members to return to work. Any employee participating in such strike or collective action may be subject to discipline, up to and including discharge.
- 9.02 In the event that any employee other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or refuse to cross such picket lines.

Article 10 - Seniority

10.01 SENIORITY DEFINED

- (a) Seniority as referred to in this agreement, shall be the length of continuous service with the Corporation in the bargaining unit since most recent date of hire.
- (b) Seniority of Full-time employees who previously worked Part-time will be credited on the basis of 1820 Part-time hours to equal one year.
- (c) Seniority of Part-time employees who previously worked Full-time will be credited on the basis of one year to equal 1820 hours.
- (d) When a part time employee accepts a full time temporary assignment, that employee shall continue to accrue seniority on an hourly basis.
- (e) An employee will not be placed on the seniority list until after he/she has successfully completed their probationary period
- (f) Full-time employees shall be considered probationary employees and will have no seniority rights until they have accumulated three (3) months of active employment within the scope of this agreement.
- (g) Part-time employees shall be considered probationary employees and will have no seniority rights until they have worked 500 hours or accumulated six (6) months of active employment within the scope of this agreement.

- (h) The Corporation shall have the exclusive right to discharge employees during their probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner.
- (i) For the purposes of the probationary period, all absences will interrupt the period of active employment.

10.02 The Corporation will maintain separate seniority lists for full-time and part-time employees. The Full-time employee seniority list will show the date on which the employee's seniority commenced. The Part-time employee seniority list will show the number of hours the employee worked within this bargaining unit.

Up-to-date seniority lists shall be posted in January and July of each year in all workplaces where custodians, caretakers and cleaners are utilized and a copy sent to the Unit Chairperson and Secretary of the Union. An employee who disputes the accuracy of his/her seniority as posted will do so in writing within twenty (20) days after the list is posted.

10.03 VACANCIES, PROMOTIONS AND TRANSFERS

Notices of all vacancies and new positions coming within the scope of this Agreement, which shall include nature of position, location, required knowledge and education, qualifications, ability and skills, will be posted electronically on a regular basis established by the Corporation for a period of five (5) working days and a copy supplied to the Unit Chair before being filled. In promotion or transfer (including temporary transfers) of employees, seniority shall apply when the employee's ability to do the work of the job, knowledge, skills and qualifications are satisfactory. First consideration will be given to internal applicants within the bargaining unit.

- (a) The successful applicant in a permanent vacancy will be placed on a trial period of up to twenty (20) days worked and if the successful applicant or the Corporation find that he/she is unable to perform the new duties during such trial period he/she shall be transferred back to his/her former position and rate of pay and with no loss of seniority. Upon request, an unsuccessful applicant shall receive an interview with an appropriate member of management to review his/her application and to discuss matters that could assist him/her in subsequent job competitions.
- (b) Where the Corporation desires to create new positions or re-classify current positions, the Corporation shall advise the Union in advance of the nature of the positions and the proposed wages or salary rates. In the event that the Union disagrees with the proposed rates, then the same may be negotiated between the Corporation and the Union or, failing that, be subject to the Grievance, Mediation and Arbitration procedure.

10.04 The decision as to ability and qualifications shall rest with the Corporation and shall be subject to the Grievance, Mediation and Arbitration Procedure.

10.05 TEMPORARY TRANSFERS AND VACANCIES

Should the Corporation determine that a full-time temporary vacancy needs to be filled and it is reasonable to expect that the vacancy may extend beyond twelve (12) weeks; the Corporation will offer the temporary vacancy to a part-time employee within the location. In the event no employee within the section is willing to accept the temporary transfer, the Corporation will open the position up to all part-time employees within the bargaining unit. Such position will be for no longer than eighteen (18) months, subject to the illness provisions below.

In the case of a full-time employee who is off work due to illness or injury, temporary transferred employees may be retained for the duration of said illness or injury to a maximum of thirty (30) months.

10.06 TEMPORARY EMPLOYEES

It is understood that the Corporation may hire temporary employees, for a specific term, where the workload cannot be adequately carried out by the existing work force.

Any temporary employee hired shall be covered by the terms of this agreement except they shall not accumulate seniority unless subsequently employed as a regular employee, at which point, they will be credited with seniority for their time worked.

The cessation or expiry of a temporary posting shall not be subject of any grievance and/or any other terms or conditions of the collective agreement.

10.07 TRANSFERS OUTSIDE THE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee accepts a temporary position outside the bargaining unit, the employee shall retain his/her seniority acquired at the date of leaving the unit for a period of twenty-four (24) months, after which time the employee will no longer have seniority within the bargaining unit. The employee shall have the right to return to their former position. If their former position no longer exists, the employee retains their right to displace as per Article 10.08.

10.08 LAYOFF OR RECALL

In cases of permanent layoff or recall, bargaining unit wide seniority shall be the guiding factor provided employees retained or recalled can perform the work required in a satisfactory manner.

- (a) Any full-time employee who would be laid off may exercise their right to displace a less senior full-time employee within the bargaining unit. In the event no full-time employee has less seniority, the employee may exercise their rights to displace a less senior part-time employee within the bargaining unit.

Any part-time employee who would be laid off may exercise their right to displace the least senior part-time employee within the bargaining unit.

- (b) Employees shall be recalled in order of their seniority.
- (c) New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 10.08 (a) above.
- (d) The Corporation shall notify the employee(s) who are to be laid off no less than fourteen (14) calendar days prior to the effective date of the layoff.
- (e) Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.

10.09 LOSS OF SENIORITY

An employee's seniority and service shall be severed by reason of:

- (a) Voluntary resignation and does not withdraw within twenty-four (24) hours.
- (b) Discharged, unless reinstated by the Grievance, Mediation or Arbitration procedures;
- (c) Lay off for a period of more than eighteen (18) consecutive months.
- (d) Failure to report to work within a period of five (5) work days after receipt of written notice, to the last known address on file with the Human Resources Department, to report to work after lay-off.
- (e) Failure to return to work upon termination of authorized leave of absence; or,
- (f) Absence without leave, for more than one (1) consecutive scheduled shift, without sufficient reason.

10.10 It is understood that the Corporation may use an ongoing posting to fill part-time vacancies. Should there be no qualified internal applicants, as per article 10.03, the Corporation may select external applicants from the ongoing posting to fill such vacancies.

Article 11 - Vacations

11.01 All Full-time employees who have time lost due to absences from work for any reason will reduce vacation pay entitlement in the same proportion as the factor by which periods of absence relate to the full vacation year with the following exceptions:

- (a) Time off for paid sick leave under the sick leave credit system under the collective agreement;
- (b) Union leave under the collective agreement, excluding leaves to take a position within the Union.
- (c) Bereavement, Jury/Witness, Military/Reservist, WSIB, Maternity and Parental Leaves, or any other leave outlined in the Employment Standards Act that provides for this benefit.

In any of the foregoing circumstances, vacation pay entitlement shall be pro-rated taking into account the total length of the period of absence.

11.02 Full-time employees on the active payroll shall be entitled to vacation with pay in the year in which the service is completed at the employee's regular hourly rate based on a thirty-five (35) hour work week, in the following manner:

1 Year or more – 3 Weeks – Effective January 1, 2022

Years of Service Benchmark	Vacation Entitlement
Less than 1 year of service	One (1) day for each partial or complete month of service to a maximum of ten (10) days
1 Year or more	3 Weeks
10 Years or more	4 Weeks
16 Years or more	5 Weeks
26 Years or more	6 Weeks

Table 1 - Vacation Entitlement for Full-Time Employees Based on Years of Service

Effective January 1, 2022

Part Time Employees shall be paid their vacation entitlement on each pay at a rate of earnings as outlined below:

Hours Worked Benchmark	Vacation Pay Entitlement
Up to 1,819 hours worked	4%
1,820 to 18,199 hours worked	6%
18,200 to 29,119 hours worked	8%
29,120 to 47,319 hours worked	10%
47,320 or more hours worked	12%

Table 2 - Vacation Pay Entitlement for Part Time Employees Based on Hours of Service

- 11.03 In the selection of vacation dates, every effort will be made, consistent with the necessities of the operation, to allow the employees to exercise their choice in accordance with their seniority status. The selection of vacation dates must be made by March 1st and posted in all workplaces by April 1st. All other vacation time must be requested two (2) weeks in advance and will be approved on a first come basis and consistent with the necessities of the operation.
- 11.04 It is understood that the vacation entitlement shall not be cumulative and must be taken within the calendar year in which it is earned.

Article 12 - Paid Holidays

12.01 Employees shall receive the following Statutory Holidays and any other holiday proclaimed by the Federal, Provincial or Municipal Government:

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

- (a) The Corporation will observe the Statutory Holiday on the actual day the holiday falls.
- (b) Full-time employees who qualify for payment for these holidays as per Article 12.02 will be paid at their regular rate of pay. Should a holiday fall on other than an employee's regular working day an employee shall be entitled to one (1) day off with pay for that day at a time mutually agreed to by the employee and the Corporation.
- (c) Part-time Employees who do not work on a statutory Holiday as outlined above, but meets the criteria as outlined in article 12.02, shall be paid for the day in accordance with the *Employment Standards Act*.
- (d) Any employee who is required to work on a statutory holiday shall be paid at the rate of time and one-half of his/her basic rate for each hour worked in addition to his/her regular holiday pay.

12.02 In order to qualify for statutory holiday pay, the employee must work his/her full shift on each of the scheduled work days immediately preceding and immediately following the statutory holiday.

This ruling will not apply in cases of:

- (a) Excused lateness;
- (b) Illness or accident certified by a duly qualified medical practitioner; or
- (c) Where leave of absence has been granted by the Corporation to the employee.

12.03 In the event that a paid holiday outlined in article 12.01, falls within an employee's vacation period, he/she shall be granted an extra day's holiday at a time mutually agreed upon, or, at the option of the Corporation, pay therefore on the same basis as above provided.

12.04 Work on Christmas and Boxing Day may be banked and taken by March 31 of the following year or it will be paid out at the rate of pay it was earned at.

Article 13 - Hours of Work and Overtime

13.01 Standard hours of work for all employees are as follows:

- (a) The standard work week for full-time employees shall consist of (35) hours per week.
- (b) The hours of work for part-time employees will be as required within each location, but shall not normally exceed twenty-four (24) hours per week.
- (c) It is understood that the provisions of this article are intended only for calculating time worked and shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.
- (d) The standard hours of work may be altered to address specific operational considerations that may arise. In the event long term changes are required to full-time employee work schedules, the Corporation will meet with the Union to discuss such changes.

13.02 The Corporation agrees to set forth the working schedule of each employee at least seven (7) calendar days in advance of the shift schedule.

13.03 Full-time employees will receive an unpaid thirty (30) minute lunch period scheduled by their Manager or designate per shift.

Part-time employees shall be granted an unpaid thirty (30) minute lunch period scheduled by their Manager or designate, if the employee works five (5) hours or more.

Employees who desire to leave the work location for their lunch period must seek prior approval from their Manager or designate and such approval will not be unreasonably withheld.

- 13.04 All hours worked in excess of the employees scheduled shift, must be approved by their Manager or designate, in advance of working such additional hours. All hours worked up to forty (40) hours per week, shall be paid at straight time. Work performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1.5X).

All Overtime will be paid or banked to the closest fifteen (15) minute increment.

- 13.05 Employees who are scheduled for at least four (4) hours shall be allowed a fifteen (15) minute paid rest period. Employees who are scheduled for seven (7) hours or more shall be allowed a fifteen (15) minute paid rest period in the first half and second half of each shift. The fifteen (15) minute paid rest period shall be taken at the job location. The period off the job shall not exceed fifteen (15) minutes.

- 13.06 Any employee who reports for work but by reason of inclement weather is unable to perform any work or is unable to perform part of a day's work shall be guaranteed three (3) hours work at his/her normal rate of pay.

- 13.07 Every employee who is called out and required to work outside his/her regular hours shall be paid at the appropriate rate of pay with a minimum call-back of three (3) hours and shall be paid from the time he/she reports for duty until the time he/she completes the assigned task. The employee may have the right on completion of call-out duties to cease work at his/her own request prior to the end of the minimum call-back time of three (3) hours. If, however, the employee exercises his/her right he/she shall forfeit the minimum provisions contained in this clause and shall only be paid for the time worked.

13.08 BANKING OF OVERTIME

Full-time employee's have the option of banking all hours worked in excess of their regular scheduled shift, at the applicable rate of pay. Hours drawn from the bank will be taken at times mutually agreed upon and not be unreasonably withheld.

Full-time employee overtime banks will be capped at seventy (70) hours. Time that is drawn from a bank can be replenished up to seventy (70) hours. Any

additional hours worked while a bank is at the maximum permitted hours will be paid out at the applicable rate of pay.

Hours banked must be used by December 31 annually or will be paid out at the appropriate straight time rate of pay as at December 31, by January 31 of the following year.

13.09 CONTINUATION OF THE WORKSHIFT

Employees may be required to perform work that needs to be completed beyond the conclusion of their scheduled shift. Work that is a continuation of the workshift shall be performed by the Employee or Employees performing the work at the time.

13.10 EXTRA HOURS

(a) All extra hours in each location, that cannot be completed as continuation of the workshift, outlined in article 13.09, shall be divided as equally as possible among the employees within the location, in the following order:

Part-time Employees

Full-time Employees

(b) In the event no employee within the location is available, the extra hours will be offered in seniority order, to the remaining employees within the bargaining unit, in the following order:

(i) Part-time Employees

(ii) Full-time Employees

13.11 SHIFT PREMIUM

Effective January 1, 2021, all employees will receive a seventy-five (\$0.75) cent shift premium for all hours worked, when the majority of their shift falls between 11:00 p.m. and 7:00 a.m.

Effective January 1, 2021 all employees, excluding those at the Sanderson Centre, will receive a sixty (\$0.60) cent shift premium for all hours worked between 7:00 a.m. and 11:00 p.m. on Saturday and Sunday.

13.12 Part-time employees shall be scheduled no less than three (3) hours per shift.

Article 14 - Payment and Schedule of Wage Rates

- 14.01 The Corporation agrees to pay and the Union agrees to accept, from the effective date of this Agreement, the hourly rates and job classifications shown on the attached Schedule "A".
- 14.02 Pay for all employees shall be by direct deposit on a regular basis established by the Corporation.
- 14.03 The Manager or designate may meet with the employee annually to conduct a performance review.

Article 15 - Sick Leave

- 15.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he/she is legitimately ill/injured and unable to work and will be granted on the following basis:

Full-time employees on the active payroll shall be eligible for ten (10) sick leave days with pay at their regular rate of pay in the following year in which he/she successfully passes their probationary period, and effective January 1 of each calendar year thereafter.

Employees will be allowed to carry-over their sick leave days from one year to the next to a maximum of one hundred and twenty (120) days.

Sick leave days will expire on termination of employment, retirement or on death

15.02

- (a) Except under circumstances clearly beyond an employee's control, any Employee absent on account of sickness must call his/her Manager or designate, at least one (1) hour before the start of their shift. However, where a Manager or their designate has reason to believe that any absence of the employee was not due to illness/injury, a Medical Certificate of Disability form may be requested of the employee. If such note is requested in accordance with 15.02 (a), the cost will be borne by the Corporation to a maximum of \$25 per note.
- (b) Upon return to work after a period of three (3) days absence due to illness or disablement, it is the responsibility of the employee to produce a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties. Forms for this purpose are available from his/her immediate supervisor, and upon request will be faxed or emailed to the employee's doctor. The Employer, however after their fifth period of absence

in any calendar year may require a medical certificate for any period of illness or disablement

- (c) In cases of sickness or disablement lasting three (3) days or more, employees are required to produce a certificate from a duly qualified medical practitioner verifying their inability to attend work and certifying that they are not fit to resume their regular duties or modified duties.
- (d) Where the original form identifies a specific return to work date additional forms will not be required during that period unless there is a change in the expected return date.
- (e) An employee whose illness/non-occupational injury extends to twenty-one (21) consecutive working days and a return to work date was not identified on the original form, shall, on the twenty-first (21) day and for every subsequent twenty-one (21) working days, file a claim form with their Department Head or Supervisor.
- (f) An Employee failing to file a form pursuant to (a), (b), (c) or (e) shall be considered as being absent without leave (AWOL) and is subject to appropriate disciplinary action up to and including termination

15.03 Should the Corporation request an employee to be examined by a physician of the Corporation's choosing, the physician's fee shall be borne by the Corporation.

Article 16 - Employee Benefit Plan

16.01 The Corporation shall provide, at no cost to the Full-time employees, on the active payroll, who have completed three (3) months of service, the following group benefits:

GROUP LIFE INSURANCE

A Group Life Insurance Plan in the amount of \$35,000

EXTENDED HEALTH PLAN

The Extended Health Plan is outlined in the benefit booklet.

DENTAL CARE PLAN

The Dental Care Plan is outlined in the benefit booklet.

Effective 60 day post ratification

Eye Exams – to a max of \$100/24 months

Hearing Aids - \$1000 lifetime
 ODA – Increase to current year
 Vision - \$400/24 months
 Chiropractor - annual max of \$200
 Mandatory Generic with appeal process

LONG TERM DISABILITY

The Corporation shall pay 100% cost of the insurance plan premium to a carrier for a Long Term Disability Plan, for all regular full-time employees on active payroll. Such plan will provide those employees with a payment of 66 2/3% of their basic monthly pay up to a maximum of two thousand (\$2,000) dollars per month, subject to a one hundred and twenty (120) day waiting period and the conditions as set forth by the carrier.

An employee in receipt of L.T.D. benefits shall be provided with “own occupation” employment protection for a two year period, effective from the date that L.T.D. benefits are approved.

16.02 The Carrier of such insurance and other benefits as outlined in 16.01 will be the Corporation's choice. Should the carrier be changed during the term of this Agreement, the insurance coverage shall be no less than those presently being provided to the employees.

16.03 BENEFIT COVERAGE CONTINUATION

Subject to the provision of the Collective Agreement and legislation, benefit coverage will continue only for absences due to illness, injury, disability and workers' compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and twenty (120) days. "Benefit Coverage" includes life insurance, Extended Health Plan and Dental Plan.

16.04 BENEFITS FOR EMPLOYEES WORKING PAST AGE 65

Employees, who continue to work past age 65, will be entitled to the following benefits:

- Continued Extended Health Care and Dental
- Life Insurance in the amount of \$10,000
- No LTD or AD&D Coverage

Article 17 - Pension

17.01 In addition to the Canada Pension Plan, every eligible employee shall join the Ontario Municipal Employees' Retirement System Plan (O.M.E.R.S.). The Corporation and the employee shall make contributions in accordance with the provisions of the O.M.E.R.S. Plan.

Article 18 - Leave of Absence

18.01 Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for leave of absence is subject to reasonable notice in writing to the Human Resources Department, and in the event any such leave of absence is not used for the purpose granted, the employee is subject to discipline, which may include dismissal. In the case of the return to work of employees from any absence, the duration of which is not agreed to in advance, the employee concerned shall give reasonable notice to the Corporation of his/her intention to return to work prior to the date on which he/she returns.

18.02 Employees requesting time off for the purposes of Union conventions or other union business not connected with this agreement shall be granted such time off without pay subject to the following conditions:

- (a) Upon application in writing to the Director of Human Resources by the Unit Chair, one employee from the Unit shall be allowed or given a leave of absence without loss of seniority to attend such Union convention and/or seminar as a delegate of the Union. Such leave of absence shall not exceed five (5) working days' duration at any one time.
- (b) Upon application in writing by the Unit Chair, a second employee from this Unit may receive a leave of absence to attend such convention and/or seminar as a delegate of the Union.
- (c) Application for such leave of absence shall be made at least ten (10) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation, but shall not be unreasonably withheld.
- (d) The payment in any one (1) calendar year shall be deducted from the twenty-eight (28) day maximum allotment effective January 1st in any calendar year.
- (e) When the Union requests time off without pay for an employee or employees to perform Union business, and if such time off is granted, the Union shall

reimburse the Corporation for the continuance of such employees on the payroll.

18.03 LEAVE OF ABSENCE FOR UNION BUSINESS

- (a) Any employee who is selected for a full-time position with the Union shall be allowed or given a leave of absence by the Corporation without loss of seniority and without pay but there shall be no accumulation of seniority during the absence. Such leave of absence shall be subject to annual renewal upon application to the Manager of the applicable location, or his/her designate, with a copy to the Director of Human Resources and such renewal shall not be unreasonably withheld.
- (b) Union Officers, members of the Grievance Committee, or other recognized Committees meeting with Management on grievances up to and including Arbitration or Negotiations, up to and including conciliation, or at any other mutually agreed meeting, will be given a leave of absence without loss of pay.

18.04 BEREAVEMENT LEAVE

The Corporation shall grant upon request of an employee a leave of absence without loss of pay, upon the death of a member of his/her immediate family for the purpose of mourning.

Of the Employee		Of the Employee's Current Spouse
Five (5) Consecutive Working Days for:	Three (3) Working Days for:	Three (3) Working Days for:
Current Spouse Children Step Children Parents Step Parents	Grandparents Brother/Sister Step Brother/Step Sister Spouse of Brother/Sister Grandchildren	Parents Sister Brother

Table 3 - Bereavement Leave Absences Without Loss of Pay

If a full-time employee's vacation period has been interrupted due to the death of an immediate family member as described above, and the employee requests bereavement leave, he/she will be granted the appropriate number of vacation day(s) to be credited back to the employee's vacation bank.

In order to receive the paid leave provided for in this clause, absence must result in loss of time and pay from a regular shift and the Employee must have worked the day before or the day after, provided that an Employee granted leave without

pay for compassionate purposes within ten (10) work days prior to death shall not lose benefits under this clause.

- 18.05 If requested, one (1) employee as designated by the Union, shall be allowed time off (not to exceed one-half day), with pay to attend the funeral of a fellow employee or retired employee as a representatives of the Union.

18.06 JURY / WITNESS DUTY

Full-time Employees who are required to serve as jurors or subpoenaed as a witness in any court shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of jury service, such employee shall present to the Manager of the applicable location, or his/her designate, a satisfactory certificate showing such period of service. Such employee will be paid his/her full salary or wage for the period of such jury service, provided that he/she shall deposit with the Manager of the applicable location, or his/her designate, the full amount of compensation received, excluding mileage and travelling expense and shall receive an official receipt therefore.

Part-time employees will be granted a leave of absence in accordance with article 18.01 if an employee is required to serve as jurors or subpoenaed as a witness in any court.

18.07 MATERNITY / PARENTAL LEAVE

Employees will be granted Maternity / Parental Leave in accordance with the Employment Standards Act and amendments made thereto.

18.08 UNION BARGAINING COMMITTEE

The Employer agrees to recognize a Bargaining Committee of not more than four (4) employees, two (2) full time and two (2) part time, from among employees who have completed their probationary period provided that not more than one (1) employee shall be employed in the same location. The function of the committee shall be to negotiate renewals of this Collective Agreement. The Union agrees to notify the Employer of the names of the Bargaining Committee in writing. The Employer agrees to compensate employees at their regular straight time hourly rate for time lost during their regular working hours while meeting with the Employer to negotiate renewals of this Agreement.

Article 19 - Technological Change

19.01 ADVANCE NOTICE

The Corporation shall notify the Union three months before the introduction of any substantial technological change.

Article 20 - Wearing Apparel, Safety and Health

20.01 Employees shall be supplied with the necessary safety equipment to carry out their job duties. All employees are required to wear all personal protective equipment provided by the Corporation.

20.02 BOOT AND CLOTHING

- (a) New employees will receive two (2) shirts (as required by work location)
- (b) All active full-time employees on the seniority list, as of January 1st, shall be entitled to a combined annual amount (inclusive of all taxes) to select clothing items from a clothing list provided by the Corporation including the reimbursement, upon presentation of a receipt, for the purchase of CSA approved safety footwear in accordance with the City's Health & Safety Standard.

Effective January 1, 2021 - \$200

Effective January 1, 2022 - \$225

- (c) All active part-time employees on the seniority list, as of January 1st, shall be entitled to a combined annual amount (inclusive of all taxes) to select clothing items from a clothing list provided by the Corporation including the reimbursement, upon presentation of a receipt, for the purchase of CSA approved safety footwear in accordance with the City's Health & Safety Standard.

Effective January 1, 2021 - \$150

Effective January 1, 2022 - \$175

- (d) It is understood that any clothing provided to employees is to be worn during working hours and that all articles of clothing identifying the City supplied by the Corporation is to be returned in the event an employee is leaving the employ of the City for any reason.

- (e) Laundering and proper care of all clothing is the responsibility of the employee and clothing issued is not to be defaced or altered in appearance or intent.
- (f) The above mentioned clothing and safety equipment shall be properly worn or used by employees while on duty, it being understood that employees shall be responsible for any loss or willful damage thereto. All employees shall comply with all safety and equipment policies.
- (g) Employees shall be properly and suitably dressed and neat in appearance.

Article 21 - General Conditions

21.01 It is the duty of all employees to notify their manager or their designate and the Union promptly in writing of any change of their address and status. The Corporation cannot be held responsible for non-delivery of any notice or notices to such employee or employees failing to do this.

All correspondence between the parties hereto, arising out of this Agreement and/or incidental thereto, shall pass to and from the Manager of the applicable location and the Unit Chair with copies to the Director of Human Resources and the CUPE National Representative.

Copies of all resolutions adopted by the Corporation, which affect this Agreement, are to be forwarded to the Union and posted on all bulletin boards.

21.02 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall be continued to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Corporation and the Union.

- (a) For the use of the Union, the Corporation will erect and maintain a suitable number of bulletin boards in all work locations. The location of the same as well as their number and size shall be mutually determined. Such boards may be used for the purpose of disseminating information concerning meetings, elections, social events. The seniority list shall be posted upon these boards and it shall not be thus posted until it has been submitted to and approved by the Manager of the applicable location or some other person designated by him/her for that purpose.
- (b) In the event of the development of Regional Government or other service sharing arrangements between or among Municipalities involving the City of Brantford, and affecting the employees of this Agreement, the Corporation by the Director of Human Resources shall notify the Unit Chair at least ninety

(90) days before, or, where circumstances are such that such notice is not practicable, give the Union reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of the employees in order that the Union may be given an opportunity to discuss such matters with the Corporation.

- 21.03 The parties agree to maintain Joint Health and Safety Committees in accordance with the Ontario Occupational Health and Safety Act and the City's Joint Health and Safety Committees Terms of Reference as signed off between the parties.
- 21.04 Any changes deemed necessary to this Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement. No change to the agreement shall be implemented until ratified by the Parties.
- 21.05 All words in this agreement in singular and masculine shall, when the context so requires includes the plural or the feminine.

21.06 LABOUR / MANAGEMENT COMMITTEE

The parties agree to maintain a Labour / Management Committee comprised of (3) members from each party, and who upon request from either party, shall meet for the purpose of discussing issues relating to the workplace that affect the parties and/or employees bound by this Agreement.

The Labour/Management Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, or to settle grievances arising under this Agreement.

When meetings of the Labour/Management Committee are deemed necessary they may be called at the request of the Corporation or the Union at a time and place mutually agreed upon. Minutes shall be kept and copies forwarded to the Manager of the applicable location and the Secretary of the Union.

Article 22 - Duration

- 22.01 Unless changed by mutual consent, the terms of this Agreement shall continue in effect from April 1st, 2019 until March 30th, 2023 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing within the period of three (3) months immediately prior to the expiration date that they desire to amend this Agreement.
- 22.02 Negotiations shall begin, within fifteen (15) calendar days following notification for amendment (or a time mutually agreed upon) as provided in the preceding paragraph.

22.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or, through Conciliation proceedings prescribed under the Ontario Labour Relations Act, as amended from time to time.

IN WITNESS WHEREOF each of the parties have caused this Agreement to be signed by their duly authorized officials or representatives as of the _____ day of _____, 2021.

For the Union

For the Corporation

Dan Anderson

Inderjit Hans

David Birdsell

Anita Szaloky

Heather Grassick

Jennifer Link

Schedule A - Wages

Full Time and Part Time Employees

Wages Effective Upon Date of Ratification:

Wages Effective April 1, 2019:

Job Categories	Probation	Post Probation	3640 Hours Worked
Custodian/Caretaker/Cleaner	\$14.59	\$15.77	\$16.96

Table 4 – Wage Rates as of April 1, 2019

Wages Effective January 1, 2020

Job Categories	Probation	Post Probation	3640 Hours Worked
Custodian/Caretaker/Cleaner	\$16.59	\$17.77	\$18.96

Table 5 - Wage Rates as of January 1, 2020

Wages Effective April 1, 2021:

Job Categories	Probation	Post Probation	3640 Hours Worked
Custodian/Caretaker/Cleaner	\$16.88	\$18.08	\$19.29

Table 6 – Wage Rates as of April 1, 2021

Wages Effective April 1, 2022

Job Categories	Probation	Post Probation	3640 Hours Worked
Custodian/Caretaker/Cleaner	\$17.22	\$18.44	\$19.68

Table 7 - Wages as of April 1, 2022

**Letter of Understanding
between the
Corporation of the City of Brantford
and the
Canadian Union of Public Employees and its Local 181-
Caretaker, Custodian and Cleaner Unit**

Lead Hand – Sanderson Centre

Whereas the parties agree it is of mutual interest for operational and administrative purposes to recognize a Lead Hand – Sanderson Centre.

The parties agree, without prejudice and precedent, but not limited to the following terms and conditions:

- (a) This collective agreement will form the foundation of the terms and conditions of the Lead Hand position.
- (b) The Lead Hand will be paid at his current rate of pay including any general wage increases negotiated between the parties.
- (c) If the Lead Hand is absent from work, for any reason, the Corporation is not required to backfill the position with another Lead Hand.
- (d) In the event the current incumbent is transferred, accepts a position outside the bargaining unit, away on an extended absence, or employment ends with the Corporation, a review will be conducted by the Corporation, to determine if it is necessary to post and fill the vacant Lead Hand position.
- (e) The Lead Hand will be responsible for duties such as:
 - Building Maintenance,
 - HVAC / Air Conditioning / Safety Systems,
 - Preventative Maintenance,
 - Regular Equipment Inspections,
 - Occasional Custodian / Caretaker / Cleaner Duties, and

- Other Duties as Assigned
- (f) In addition to (e) above, the Lead Hand will be accountable for, but not limited to the following:
- Leadership - applying policies and procedures, evaluating the quality of work of team members, organizing crew tasks, maintaining work standards, resolving issues between team members and mentoring fellow employees.
 - Safety - promoting a safe environment for the public and team members. Resolving safety concerns and ensuring team members comply with safety regulations.
 - Scheduling - Organizing and prioritizing team members and/or tasks to meet production goals.

**Letter of Understanding
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Corporation of the City of Brantford
and the
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Reduced Event Activity – Sanderson Centre

The Parties recognize that the Sanderson Centre historically endures periods of reduced event activity from December 15th to March 1st and from July 1st until September 30th annually and, historically, that the hours of work for fulltime employees have been reduced during these time periods. In recognition of the job and wage security of affected fulltime employees during these time periods, the Employer agrees that all fulltime employees at the Sanderson Centre shall be offered a minimum of twenty-four (24) hours of work per week. However, each employees hours of work may be reduced to a maximum of sixteen (16) weeks per year during the periods listed above. Furthermore, the Employer shall provide first opportunity to any fulltime employee working less than thirty-five (35) hours per week during these time periods to work at other locations where, due to operational requirements, the Employer requires extra custodial staff.

**Letter of Understanding
between the
Corporation of the City of Brantford
and the
Canadian Union of Public Employees and its Local 181-
Caretaker, Custodian and Cleaner Unit**

Gretzky Centre Full-time Shift Schedules/Selection

WHEREAS it is of mutual interest of the parties to enter in to the following Letter of Understanding, as it relates to the above captioned matter.

THEREFORE the parties agree to the following:

- The shifts at the Gretzky Centre include days, afternoons and nights. The Union may provide input into the schedules, however, the final shift schedules will be at the sole discretion of the Corporation.
- The shifts will be posted for sign up for the periods of April 1st to September 30th and
- October 1st to March 31st
- Full Time Employees will have preference to sign up for the shifts based on seniority.
- The Employer may assign the least senior Full Time Employee to any shift schedule that is not filled through the sign-up process.
- When a paid holiday falls on a Monday the fulltime night shift staff will be scheduled to work Monday to Thursday from 10:30 p.m. to 6 a.m. at straight time, notwithstanding article 12.01.

**Letter of Understanding
between the
Corporation of the City of Brantford
and the
Canadian Union of Public Employees and its Local 181-
Caretaker, Custodian and Cleaner Unit**

Lead Hand - Wayne Gretzky Sports Centre

The parties agree to meet and discuss within six (6) months of ratification the feasibility and possible need to establish a Lead Hand in the Wayne Gretzky Sports Centre.

The establishment of a Lead Hand at the Wayne Gretzky Sports Centre will be at the sole discretion of the Corporation, and if established, the position will be discussed in accordance with article 10.03 of the collective agreement including the job duties.