



Collective Agreement

Between The
Corporation of the
City of Brantford
and The
International
Brotherhood of
Electrical Workers –
Local 636, Unit 41

(Water Treatment, Wastewater
Treatment, and Distribution and
Collection)

June 1, 2024 – May 31, 2028

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THIS AGREEMENT entered into at Brantford, Ontario, this ___ day of _____, 2024
BETWEEN:

CORPORATION OF THE CITY OF BRANTFORD,
hereinafter referred to as the "Corporation"

OF THE FIRST PART and

**LOCAL 636 UNIT 41 of the INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (WATER),**
hereinafter referred to as the "Union"

OF THE SECOND PART

Article 1 - Recognition and Coverage

- 1.01 The Corporation recognizes the Union as the exclusive collective bargaining agent for all its employees within the Water Treatment, Wastewater Treatment and Distribution & Collection Divisions, save and except Supervisors, persons above the rank of Supervisors and all administrative staff, compliance staff, office staff, students hired throughout the summer months and co-op students hired during their work terms and any employees represented by another bargaining unit.
- 1.02 Temporary employees shall not be entitled to any rights or obligations under the Collective Agreement including but not limited to provisions respecting layoff, termination, dismissal, reduction of hours of work, overtime, meal allowances, shift premiums, bereavement leave, safety boots/clothing, medical exams for DZ licenses, operating licensing and training, except as specifically identified above.

Article 2 - Management Functions

- 2.01 The Union acknowledges that it is exclusively the function of the Corporation to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, promote, demote, lay off and suspend or otherwise discipline employees subject to the provisions of this agreement provided that a claim of discriminatory promotion, demotion or layoff, or that an employee has been unjustly discharged or disciplined, may be treated as a grievance procedure;
 - (c) maintain and enforce rules and regulations to be observed by the employees;

- (d) generally to manage the operations and undertakings of the Corporation and, without restricting the generality of the foregoing, to determine the methods, procedures, machinery and equipment to be used, the schedules and programming of projects and to exercise all other customary functions of management.
- 2.02 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this agreement.

Article 3 - Relationship

- 3.01 The Corporation and the Union agree that there will be no discrimination exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union.
- 3.02 The Corporation agrees to give three (3) months' written notice to the Union of any planned technological change that may result in the reduction of the Union's work forces.
- 3.03 In the event of technological change that may result in employees being placed in a different job classification, or displaced due to lack of work, such employees will be given preferential consideration to be trained in new skills or new jobs, provided such employees have the qualifications for such training and provided such job opportunities exist.
- 3.04 All communications relating to matters arising out of this Agreement shall be addressed and delivered to the Business Representative of the Union, and their designate. All communications required by this Article shall be copied to the unit Chairperson.
- 3.05 The two parties to this Agreement shall establish a Labour Management Committee of four (4) members, with two (2) members from each side, which shall meet at the request of either party.
- 3.06 The Corporation will recognize a Negotiating Committee of not more than three (3) employees to represent the Union in meetings with the Corporation in negotiation of this Agreement. The Corporation will pay the employees for any normal working time lost at such meetings, up to but not including conciliation. The Union Negotiating Committee shall be accompanied by the Local Union Business Representative and/or a Representative of the International Brotherhood of Electrical Workers at any meeting.

Article 4 - Grievance Procedure

4.01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, except with respect to the discharge of a Probationary Employee, shall be dealt with in the following manner:

Informal Complaint:

When an employee has a complaint arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement, they shall first present their complaint to their Manager or designate no later than fifteen (15) working days following the date upon which they should have become aware of the circumstances which led up to the complaint. In the case of a complaint requesting a monetary settlement, the limitation shall be extended to one (1) calendar year. The Manager or designate shall have three (3) working days to verbally reply to the complaint. Failing Satisfaction, the grievance may be dealt with in the following manner and sequence:

- Step 1:** Formal Complaint Stage: An Employee wishing to present a grievance shall submit the grievance in writing to the Manager or designate, indicating the nature of the grievance and the remedy sought within five (5) working days after receiving the verbal reply to the complaint. The Manager or Designate shall meet with the Unit Grievance Committee within five (5) working days to discuss the grievance, following which a decision shall be delivered in writing within five (5) working days.
- Step 2:** If the reply of the Manager is not satisfactory to the Employee concerned, the written grievance shall be referred to the Director or designate within ten (10) working days after the reply of the Manager. The Director or designate shall meet with the Employee and members or designates of the Grievance Committee of the Union within ten (10) working days to discuss the grievance. A reply to the grievance shall be given in writing within ten (10) working days after the meeting has been held at this stage of the grievance procedure.
- Step 3:** If the reply of the Director is not satisfactory to the Employee concerned, the written grievance shall be referred to the General Manager or designate within ten (10) working days after the reply of the Director. The General Manager or designate shall meet with the

Employee and members or designates of the Grievance Committee of the Union within ten (10) working days to discuss the grievance. A reply to the grievance shall be given in writing within ten (10) working days after the meeting has been held at this stage of the grievance procedure.

- 4.02 Any of the time allowances provided in (1) and (2) of this Article may be extended by mutual agreement between the parties concerned.
- 4.03 If a grievance is to be referred to arbitration, it shall be so referred within twenty (20) working days after the date of the reply referred to in Step 3 above.
- 4.04 All grievances will start at step 1.
- 4.05 The Grievance Committee shall consist of the Area Business Representative and not more than 3 from the IBEW, they can include the following: the Steward, the Grievor, and the Unit Chairperson or his/her designate, who if available shall meet at Step 2 of the Grievance Procedure.
- 4.06 If either the Union or the Corporation claims there has been a violation or misinterpretation of the terms of this Agreement by the other party, it may state such claim in writing, which will be processed as a grievance commencing at Step 2 of the grievance procedure.
- 4.07 Steps 1, 2 and 3 of the grievance procedure, shall be held during regular hours of work, with no loss of regular wages.
- 4.08 It is understood that Union Committee members and stewards have their regular duties to perform on behalf of the Corporation and that these will normally take pre-eminence. However, if it is necessary for a committee member or steward to attend Union business or investigate a grievance during working hours they shall not leave their workplace without first obtaining permission from their supervisor. Such permission shall not be unreasonably denied.
- 4.09 All decisions arrived at between the representative of the Corporation and of the Union shall be final and binding upon the Corporation, the Union, and the employee or employees concerned.
- 4.10 Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the grievance procedure or under Article 5.
- 4.11 Failure of the grievor or the Union to process a grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any similar grievance.

- 4.12 An employee shall have the right to request Union representation at any formal interview with management.
- 4.13 A letter of reprimand or suspension will be removed from the record of an employee twenty-four (24) months following the receipt of such letter or suspension provided that the employee's record has been discipline free for a twenty-four (24) months period.
- 4.14 With mutual agreement the Corporation and the Union utilize the services of a Grievance Mediator, satisfactory to the parties, to resolve outstanding grievances. The cost of the mediator's services will be shared on a fifty percent (50%) basis. In cases where the responding party declines mediation, the timelines to file the matter to arbitration shall commence upon the date the requesting party receives the written response of denial. In cases where the matter is not resolved to the satisfaction of the parties through a Mediator, the timelines to file for arbitration shall commence upon completion of the mediation stage.

Article 5 - Arbitration

- 5.01 Where a difference arises as to interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties, may after exhausting any grievance procedure established by this agreement, notify the other party in writing not later than twenty (20) working days after the expiration of the time limits defined under Step 3, of its desire to submit the difference or allegation to arbitration. When either party to this agreement requests that a grievance be submitted to arbitration, it shall make such request in writing - Correspondence on this matter will be addressed to the Unit Chair of the IBEW Local 636 Unit 41 with a copy to the Business Representative, and the Human Resources Director or designate for the Corporation. Within five (5) working days thereafter, the party receiving the request will appoint a nominee. The two (2) nominees will attempt to select, by agreement, a third person, who will act as Chairman of the Arbitration Board.
- 5.02 If the party receiving the request for arbitration fails to appoint a nominee within five (5) working days, or the two nominees fail to agree on a third person to act as Chairman, the matter will be referred to the Ontario Labour Relations Board, which shall be requested to make the necessary appointments.
- 5.03 The grievance may be submitted to a single Arbitrator, if the parties mutually agree, as provided through the Ontario Labour Relations Board.

- 5.04 Notwithstanding the provisions for an Arbitration Board, either party may request the Minister to refer any grievance to a single arbitrator to be appointed by the Minister in accordance with the *Ontario Labour Relations Act* Section 49 (1), as amended.
- 5.05 No person may be appointed who has been involved in any attempt to settle the grievance being arbitrated.
- 5.06 Except by mutual agreement between the parties to this Agreement, no matter may be submitted to arbitration, which has not been properly carried through the grievance procedure.
- 5.07 The Arbitrator or Arbitration Board shall not be authorized to render any decision inconsistent with the terms of this Agreement, nor shall they alter, modify, add to or amend any of its provisions.
- 5.08 The proceedings will be expedited by the parties to this Agreement. A unanimous or majority decision will be final and binding upon both the Corporation and the Union but, in the case of a Board, should a majority decision not be given, then the decision of the chairman will be final and binding.
- 5.09 Each of the parties hereto shall bear the expenses of the nominee it appoints, and the parties shall jointly bear the expenses, if any, of the Chairman or the Board or the single Arbitrator.
- 5.10 Wherever arbitration Board is referred to in the Agreement, the parties may mutually agree to appoint a single arbitrator.

Article 6 - No-Strike and No-Lockout

- 6.01 The Union agrees that there shall be no strike (as defined in the *Ontario Labour Relations Act*) and the Corporation agrees that there shall be no lockout (as defined in the *Ontario Labour Relations Act*).

Article 7 - Seniority

- 7.01 During the first six (6) months of employment, all employees hired on a permanent basis shall be considered on probation. Any absences from work totaling more than ten (10) working days in the six (6) month period will extend the probationary period by an equivalent number of working days. After completion of the probationary period, the employee's name shall be credited with 6 months seniority. Where there are concerns with an employee's

performance, the probationary period may be extended up to a maximum period of sixty (60) additional days worked upon mutual agreement of the parties.

- 7.02 When making layoffs and recalls of employees, departmental seniority shall apply, providing the employee has the necessary qualifications and ability to perform the work available. Prior to a layoff of regular full time employees in the bargaining unit, all summer student and temporary employees shall be laid off first, provided there are regular full time employees with sufficient skill and ability to perform the work being performed by the above individuals.
- 7.03 Any permanent employee covered by the bargaining unit who is temporarily assigned to a position outside of the bargaining unit shall retain their seniority for a period of eighteen (18) months. Employees returning to their former classifications from outside of the bargaining unit shall be granted their seniority for up to six (6) months when being reclassified back into the bargaining unit.
- 7.04 Employees shall lose all seniority and will no longer be employees of the Corporation if they:
- (a) voluntarily quit the employ of the Corporation;
 - (b) are discharged for cause, unless reversed through the grievance procedure;
 - (c) are laid off for a period of more than twelve (12) months, or are laid off for a period of one (1) month with seniority of less than one (1) year (accumulative);
 - (d)
 - (i) fail to report for work within ten (10) days after being notified by registered mail or other mutually agreed-upon method, sent to the last address registered with the Corporation to return to work following a layoff;
 - (ii) fail to notify the Human Resources Department within three (3) days after receipt of such notice of their intention to report for work;
 - (iii) fail to report for work for three (3) days without leave of absence or without notifying their immediate supervisor or designate, unless such notice was not reasonably possible.
- 7.05 It shall be the duty of employees to notify the Human Resources Department promptly in writing of any change of their address. If an employee shall fail to do this, the Corporation will not be responsible for failure of a notice to reach employee's address.

- 7.06 Employees with the same seniority date shall have their seniority determined by lottery, as administered by the Union. Once seniority status has been established through the lottery it will be maintained accordingly.

Article 8 - Vacancies and Classification

- 8.01 Notices of all vacancies or new positions falling within the scope of this bargaining unit shall be posted on the Corporation's intranet and/or website for seven (7) calendar days. Eligible employees shall have an opportunity to apply. Where applicants are equally qualified for the opening, the applicant with the greatest seniority shall be given preference.

The Corporation may concurrently post positions falling within the scope of this bargaining unit internally and externally. It is understood that external applicants will not be considered unless there is no qualified internal applicant.

- 8.02 The Corporation agrees to notify the Unit Chairperson prior to creating a new position, or a new classification, or where a reclassification is involved, and will notify the Business Representative of the Union of the classification of new employees.
- 8.03 Vacant positions may be posted and filled for a definite term by temporary employees for no longer than nine (9) months or up to eighteen (18) months to cover a Maternity/Parental Leave or up to twenty-four (24) months to cover a Long-Term Disability Leave. Extensions to these time limits may be mutually agreed upon by both parties. The Corporation will have no obligation to consider employees already in a fixed-term assignment for temporary vacancies.
- (a) Temporary employees shall maintain membership in IBEW-local 636 as per Article 9.01 and shall pay union dues as per Article 9.03.
 - (b) Temporary employees will not accumulate seniority during the term of their temporary employment. However, if a temporary employee who worked for a minimum of six (6) months subsequently becomes a regular full-time employee in the same job held during the term of their temporary employment without a break in service, the parties agree that the probationary period as outlined in Article 7.01 will have been served by the same relative period of temporary employment with respect to acquiring seniority.
 - (c) During the term of their temporary employment, the temporary employee will be required to demonstrate that they have the skill and knowledge required and are suitable for the position. Their performance will be reviewed regularly.

- (d) Temporary employees are required to perform overtime when assigned. The temporary employees shall be paid for the overtime worked in accordance with the *Employment Standards Act*. Temporary employees shall not have the option of banking overtime hours.
 - (e) Temporary employees are not entitled to Employee Group Benefits.
 - (f) Temporary employees are not entitled to paid sick leave or any time off except as provided in accordance with the *Employment Standards Act*.
 - (g) Temporary employees will receive 4% vacation pay on each pay date, in accordance with the *Employment Standards Act*.
 - (h) Temporary employees will be eligible for paid statutory holidays in accordance with the *Employment Standards Act*.
 - (i) Temporary employees are required to supply and wear their own safety boots. However, they will be provided with any other personal protective equipment, as deemed necessary and appropriate by the Supervisor.
 - (j) Temporary employees shall be paid the Operator-In-Training (OIT) rate of pay, or the wage rate applicable to their certification level, in accordance with Schedule 1 of the Collective Agreement.
 - (k) The Corporation will determine what training is required on the job and will provide such training as deemed applicable for the role of temporary employees.
 - (l) The expiration of the posting for which the temporary employee was hired shall not be subject to any grievance.
- 8.04 The Corporation will copy the Unit Chairperson and Business Representative on the appointment letter of the new employee. If the Corporation is not able to fill the vacancy or new position after three months of the posting, the Corporation will update the Union of the status of the vacancy or new position.

- 8.05 When an employee claims there has been a substantial change in the duties of their position, the employee shall prepare, in writing, particulars of the change which shall be submitted to the employee's immediate Supervisor for consideration. Should the employer agree a substantial change has occurred, subject to appropriate approvals, a new wage rate may be established and the Union will be advised accordingly. Positions shall only be eligible for consideration once every 36 months.

Article 9 - Union Security

- 9.01 All employees who come under this agreement shall maintain membership in local 636.

- 9.02 A new employee shall become a member of local 636 as follows:

Probationary employees, after the satisfactory completion of their probationary period under Article 7.01 shall become regular employees and shall come under all Articles of this Agreement.

It is mutually understood and agreed upon that probationary and temporary employees may be dismissed for reasons less serious than those affecting full-time employees. Such causes shall include, but may not be limited to, matters pertaining to performance and the ability to get along with others. Before dismissing, management will discuss their intentions with the Union.

- 9.03 The City agrees to deduct, Union dues each pay as directed by the Union, from the wages of all employees in the Bargaining Unit, including Probationary and Temporary Employees. The City also agrees to deduct and remit an amount equivalent to the Union initiation fee from each new employee.

The Union shall notify the City, in writing, of the amount of such dues to be deducted under this section and, provide at least thirty (30) days written notice of any changes in the amounts thereof that may be directed from time to time.

The City shall forward these deductions to the Union once each month, together with an alphabetical listing of names showing:

- (a) the amount deducted from each employee;
- (b) the total amount of dues deducted to date from each individual employee;
- (c) all information used to determine this deduction - including but not limited to: the employee's regular hourly rate; gross earnings and; overtime.

Such remittances will be forwarded to the Union so that they are received not later than the fifteenth (15th) day of the month following the month in which the dues have been deducted.

Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).

In consideration of the deduction and forwarding of Union dues by the City, the Union agrees to indemnify and save harmless the City against any claim or liability arising out of, or resulting from, the collection and forwarding of regular Union dues or Union initiation fees.

- 9.04 When a Union officer is away on Union business, the Corporation will pay the wages and related benefits. The Corporation will bill the Union for the cost at no administrative charge to the Union.

Article 10 - Schedule of Wage Rates

- 10.01 The Corporation agrees to pay and the Union agrees to accept for the term of this Agreement the Schedule of hourly wage rates attached hereto as Schedule 1.
- 10.02 Probationary employees will be paid in accordance with Schedule 1 of this Agreement. Temporary employees shall be paid as per Article 8.03.

Article 11 - Hours of Work and Overtime

Due to the extraordinary responsibilities of the Corporation to maintain service affecting the public welfare, all employees shall be prepared to render service in other than normal working hours at applicable prevailing rates of pay for emergencies. It is understood that the Corporation will accept reasonable explanations to be absent from such overtime. The Corporation will manage the operational needs to ensure emergency service is rendered.

11.01

(a) All Employees Except Water & Wastewater Treatment Plant Operators

The regular hours of work for all employees except Water Treatment Plant Operators (refer to article 11.01 (b)) and Wastewater Treatment Plant Operators (refer to article 11.01 (c)), will be 0800 hours to 1600 hours, five (5) days a week, Monday to Friday during which a twenty (20) minute paid lunch will be allowed. This will be at a natural job break and on the job site.

Employees in transit from job site to job site will be allowed to stop at designated areas within their work area. Designated areas may include employee's home, restaurants, public service centre or other areas mutually agreeable to the employee affected and their Supervisor or designate.

(b) Water Treatment Plant Operators

Shifts for Water Treatment Plant Operators in the Water Department shall be 0600 hours to 1800 hours and 1800 hours to 0600 hours daily or as revised from time to time by mutual consent. The standard workweek for Water Treatment Plant Operators will be as follows:

1. Based on three (3) days worked followed by three (3) days off, Water Treatment Plant Operators will normally work three (3) twelve (12) hour shifts for three (3) weeks and four (4) twelve (12) hour shifts for three (3) weeks in a six (6) week cycle and will be paid based on this regular schedule.
2. At times, Water Treatment Plant Operators designated as Assistant or Relief Operators will be expected to work other shifts as needed instead of, or in addition, to their regular shifts, provided they receive four (4) weeks notice and do not already have approved vacation for the shifts asked. Shifts in addition to their regular shifts will be paid or banked at the applicable rate of pay.

It is understood between the parties that the four (4) week notification does not apply when Water Treatment Plant Operators are needed and requested to backfill for staff absent due to illness, bereavement or other unplanned situation. In these situations, Operators will be paid or banked at the applicable overtime rates.

3. Water Treatment Plant Operators working 0600 hours to 1800 hours on a Paid Holiday or the 1800 hours to 0600 hours night shift leading into the Paid Holiday will be paid one and a half (1.5x) times the hours worked plus they will bank twelve (12) hours in their Holiday Bank. All others will bank a twelve (12) hour Holiday as identified in Article 15.
4. Authorized overtime performed by Water Treatment Plant Operators shall be on the same basis as for employees stated in Article 11.06.

A shift premium shall be paid to Water Treatment Plant Operators who are required to work on continuing rotating shifts at the rate of one dollar and fifty cents (\$1.50) per hour 1800 hours to 0600 hours.

5. Water Treatment Plant Operators unable to report for their regular shift due to sickness or other emergencies shall give the OIC on duty a minimum of four (4) hours notice. The OIC on duty must inform Management as soon as possible regarding decisions for substitutions.

(c) Wastewater Treatment Plant Operators

The regular hours of work for all Wastewater Plant Operators in the Wastewater Treatment Operations will be 0800 hours to 1600 hours, five days a week during which a twenty (20) minute paid lunch will be allowed. This will be at a natural job break and on the job site.

On a rotating weekly basis:

1. Two (2) Wastewater Treatment Plant Operators will work regular hours Monday to Friday and;
2. One (1) Wastewater Treatment Plant Operator will work regular hours Monday to Friday plus Saturday (0800 – 1200) and Sunday (0800 – 1200);
3. Hours worked on Saturday will be banked at one and one half times (1.5x) and hours worked on Sunday will be banked at one and one half times (1.5x) time for the first hour and two times (2x) for all hours thereafter. There shall be no maximum on this lieu bank and it is not eligible to be paid out. A maximum of forty (40) hours may be carried forward to the next calendar year. If it is identified that greater than 40 hours would be in the bank as of December 31 of any year, the Corporation will schedule days off at the Corporation's discretion.
4. In the event shifts need to be modified for operational reasons, Wastewater Treatment Plant Operators will be provided no less than seven (7) calendar days' notice. Overtime will not apply.
5. It is understood between the parties that the seven (7) calendar days' notification does not apply when Wastewater Treatment Plant Operators are needed and requested to backfill for staff absent due to illness, bereavement or other unplanned situation. In these situations, with less than twenty-four (24) hours' notice, Wastewater Treatment Plant Operators will be paid at overtime rates only for the first shift.
6. Wastewater Treatment Plant Operators unable to report for a weekend shift due to sickness or other emergencies shall give the Supervisor a minimum of four (4) hours notice.

- 11.02 The hours of work shall be scheduled in accordance with work requirements by the Corporation subject to the approval of the Union. Such approval will not be unreasonably withheld.
- 11.03 All full day absences due to sickness, bereavement, statutory or bonus days or vacation days taken will be based on the employee's normally scheduled hours of work on the day(s) in question.
- 11.04 All employees may be required to work in both the Water and Wastewater facilities when required by the Corporation.
- 11.05 All employees, who are requested to respond to an emergency, are required to be present in accordance with the Collective Agreement at the location designated within thirty-five (35) minutes of the conclusion of the telephone call advising them of the location, they are to report to for the emergency, following posted speed limits and traffic signals and signs.

11.06 Overtime

Authorized work performed in excess of employee's standard work day will be recorded to the closest fifteen (15) minute increment and shall be paid at the rate of one and one half times (1.5x) the employee's regular rate for the first hour and two times (2x) the employee's rate for all additional hours until relieved.

- (a) Authorized overtime performed by any employee on a Saturday will be paid at the rate of one and one half times (1.5x) the employee's regular rate for the first hour and two times (2x) the employee's regular rate for hours worked after the first hour.
- (b) Authorized overtime work performed by any employee on Sunday shall be paid at the rate of two times (2x) the regular hourly rate.
- (c) Authorized overtime work performed on a Paid Holiday by an employee shall be paid at the rate of two times (2x) the regular hourly rate in addition to any Paid Holiday pay to which the employee may be entitled excluding those employees who are on standby duty and on call as per Article 12.
- (d) The Corporation will offer overtime, planned or unplanned, to all competent employees normally doing the work.
- (e) Overtime will be offered beginning with the employee who has the least overtime for the year to date, through to the employee who has the most, provided the employee is qualified to perform the work and has the necessary licensing and equipment requirements, until the required staffing is met. The list of employees will be updated as part of the time and attendance process. Each January 1st the list will be reset and commenced

on seniority order. Employees missed for overtime calls shall be called first on the next call out.

In the event a Distribution and Collection Operator who is eligible for overtime, has worked their scheduled shift, is not on modified duties or on a paid or unpaid leave of absence turns down overtime, or cannot be contacted by phone, six (6) hours will be charged towards that employee on the overtime list.

- (f) All overtime exceeding four (4) hours, planned twenty-four (24) hours in advance, shall be treated as a normal workday with the exception that the time will be paid at appropriate overtime rates.
- (g) Employees, will have the option of banking up to eighty (80) hours in their overtime bank (at the appropriate overtime rate) to be taken in each calendar year, which if not taken by January 31st of the following year will be paid out by the 1st pay period in the month of February of the following calendar year or as soon as possible in the month of February. The bank can accumulate up to eight (80) hours and can be refilled to a maximum of eighty (80) hours.

11.07 Rest Periods

- (a) Employees called in to respond to emergency work and working six (6) hours or more between 6 p.m. and 8 a.m. preceding a regular scheduled shift, will be entitled to an eight (8) hour rest period prior to the start of their next shift, up to eight (8) hours of which will be paid time off at the employee's regular earnings.
- (b) Minimum call-outs do not apply. The above is for worked time only.
- (c) The relief period shall consist of an absence of eight (8) hours from the job, except under extenuating circumstances where the relief period may be less than eight (8) hours when mutually agreed upon by the employee concerned and the Corporation.

Article 12 - Standby Duty and Call Time

12.01 Due to the extraordinary responsibilities of the Corporation to maintain service affecting the public welfare, all employees shall be prepared to render service in other than normal working hours at applicable prevailing rates of pay for emergencies and qualified and eligible employees must take their turn as standby duty.

- (a) Employees on standby duty in accordance with the Collective Agreement are required to be present at the location of the standby call within thirty-five (35)

minutes and must be on route within ten (10) minutes of the conclusion of the telephone call advising them of the location of the standby call, following posted speed limits and traffic signals and signs.

- (b) The Corporation shall provide a vehicle to one of the employees from each roster on standby duty expected to respond in accordance with paragraph a). When a City vehicle is provided to Distribution and Collection, as well as Water Operations staff, it must be used to respond to calls unless otherwise approved by the Supervisor.

12.02 The current requirement for standby duty are as follows:

i. Distribution/Collection OIC

One qualified eligible employee shall be assigned weekly for standby duty from a roster of five (5), by seniority from the Water Distribution and Wastewater Collection Division. The on call schedule will be from Friday 1600 hours to the following Friday at 0800 hours. This position cannot be combined with ORO standby duty.

When a Paid Holiday falls on a Friday, the employee on standby duty is required to start their standby duty on Thursday at 1600 hours to the following Friday at 0800.

If temporary relief of the standby duty is required (night, weekend or the complete week) it will be offered to a qualified operator based on the overtime list starting with the least accumulated amount of overtime hours worked in the current year to date, to the employee who has the most accumulated overtime hours worked. The list will be updated weekly and will identify the qualified Operators. In the event that all employees decline the standby, the qualified Employee with the least seniority shall be assigned the Standby.

Distribution and Collection staff on Standby will not be expected to work on after hour emergency repairs from November 1 to March 31, unless required. This will be defined as "Winter Standby Hours". During these months, it will be necessary to ensure after hour service levels for higher volumes of emergency calls would not adversely have a negative impact to response time.

Distribution/Collection ORO

One qualified eligible employee shall be assigned weekly for ORO standby duty from a roster of no more than seven (7), from the Water Distribution/

Wastewater collection Division. The on call schedule will be from Friday 1600 hours to the following Friday at 0800 hours. This position cannot be combined with the OIC standby duty. Employees assigned ORO are paid in accordance with Article 13.04.

When a Paid Holiday falls on a Friday, the ORO on standby duty is required to start their standby duty on Thursday at 1600 hours to the following Friday at 0800.

Employees on ORO Standby Duty shall assist with the OIC standby duty operator when required.

If temporary relief of the standby duty is required (night, weekend or the complete week) it will be offered to an ORO Sub-Foreperson based on the overtime list starting with the least accumulated amount of overtime hours worked in the current year to date, to the employee who has the most accumulated overtime hours worked. The list will be updated weekly and will identify the ORO Sub-Foreperson. In the event that all employees decline the standby, the ORO Sub-Foreperson with the least seniority shall be assigned the Standby.

ii. Maintenance

Water: One qualified eligible employee shall be assigned weekly standby duty from a roster of four (4), at the water treatment plant and reservoirs by seniority from the Maintenance section. The on call schedule will be from Friday 1600 hours to the following Friday at 0800 hours.

When a Paid Holiday falls on a Friday, the employee on standby duty is required to start their standby duty on Thursday at 1600 hours to the following Friday at 0800.

Wastewater: One (1) qualified employee shall be assigned weekly standby duty from a roster of four (4) at the wastewater treatment plant and pumping stations assigned by seniority from the Maintenance section. The on call schedule will be from Monday 1600 hours to the following Monday at 0800 hours.

When a Paid Holiday falls on a Monday, the employee on standby duty is required to continue providing standby duty until Tuesday at 0800 hours.

iii. Wastewater Treatment Plant Operators

One (1) qualified employee shall be assigned weekly for ORO standby duty from a roster of three (3). The on call scheduled will be from Monday 1600 hours to the following Monday at 0800 hours. Employees assigned to ORO are paid in accordance with Article 13.04.

When a Paid Holiday falls on a Monday, the employee on standby duty is required to continue providing standby duty until Tuesday at 0800 hours.

12.03 Employees shall be eligible for standby pay of \$2.70 per hour for all hours in which they are assigned standby duty (For greater clarity Standby Premium is paid for hours Monday to Thursday from 1600 hours until the following morning at 0800 hours and weekend from 1600 hours Friday to 0800 hours Monday).

Paid Holiday from 0800 hours in the morning to 0800 hours the following morning two dollars and seventy cents (\$2.70) per hour, plus time and one half (1.5x) for the overtime hours worked between 0800 hours to 1600 hours. Double time (2 x) shall apply at all other overtime hours. Minimum call out shall pay two (2) hours at the applicable overtime rate.

An employee shall be allowed one day off when assigned to standby on a Paid Holiday.

12.04 The Corporation will provide and pay for a mobile device for an employee when the employee is performing on standby duty.

12.05 The hours specified in this article for standby duty may be changed by mutual consent of the Corporation and the employees concerned.

12.06 When an Employee on call receives a telephone inquiry outside regular work hours to provide services or consultations and the issue is resolved without the need to report to work, the Employee will be compensated at a rate of thirty (30) minutes pay at straight time for the call and any other calls that occur within a one (1) hour period following the initial telephone call. This article pertains only to telephone calls and no other method of communication. This time can be banked at the employees' request.

12.07 Employees who are called out for work shall be paid the minimum of two (2) hours at applicable overtime rates for such call outs, for which payment up to two (2) hours' work may be required. Elapsed time between calls eligible for minimum call out shall be more than two (2) hours.

12.08 No overtime payment or standby pay shall be made during scheduled working hours.

12.09 When employees are called out for work less than two (2) hours before regular working hours, regular overtime rates will apply, with no minimum.

Article 13 - Temporary Transfers and Reassignments

13.01 Whenever a group of three (3) employees are required to perform construction or maintenance work on a plant without continuous supervision for four (4) hours or more, one (1) employee shall be assigned as a lead hand and shall be paid the lead hand rate in Schedule 1 of their department.

13.02 An operator, authorized to relieve an operator at the Water treatment plant, shall be paid at an operator's regular hourly rate for such work so performed. Only one operator will receive the OIC rate per shift. Four (4) regularly assigned OIC's shall not suffer a reduction in their wage rate as a result of any shift schedule.

Re-assignment of the assigned OIC's (above) may result from failure to perform duties according to Water Regulations and/or City standards.

When any of the four (4) incumbent OICs leave the organization, they will be replaced as regular Water Treatment Plant Operators.

13.03 Each Water Treatment Plant shift will have an assigned Overall Responsible Operator (ORO) designated by management. The ORO on shift will also assume the responsibility of OIC for that shift. In the event that there is only one (1) Operator on shift, who does not hold the required operator certification level, the Lead Hand-Treatment or qualified employee in the Maintenance Division who is on call will be appointed the ORO.

13.04 Employees assigned to the ORO will receive a premium of \$3.00 for each designated hour.

Article 14 - Meal Allowance

Meal allowances as outlined in this article do not apply to planned overtime in accordance with article 11.06.

14.01 Water Treatment Plant Operators required to work at least one (1) hour immediately before the start of their normal twelve (12) hour shift shall be entitled to a twelve dollar (\$12.00) meal allowance. A twelve dollar (\$12.00) meal allowance will be paid for the first (1st) hour of overtime after their regularly scheduled twelve (12) hour shift and for each four (4) hour period thereafter.

- 14.02 All other employees required to work one (1) hour or more immediately before their normal starting time shall be entitled to a twelve-dollar (\$12.00) meal allowance.
- 14.03 All other employees required to work two (2) hours or more immediately after their shift shall be entitled to a twelve-dollar (\$12.00) meal allowance.
- 14.04 All employees required to work four (4) or more hours continuous overtime shall be entitled to a twelve-dollar (\$12.00) meal allowance for each four (4) hours worked.

Effective January 1, 2026, meal allowance will increase to \$15.00

Article 15 - Paid Holidays

- 15.01 All permanent employees shall receive the following holidays and any holiday proclaimed by the Federal, Provincial or Municipal Government, at their regular rate of pay:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

- 15.02 Employees other than Water Treatment Plant Operators, whenever any of the above Paid Holidays falls on Saturday or Sunday, it shall be observed on the following Monday, unless a day is set aside by Government or Local Order, or as mutually agreed.
- 15.03 Employees other than Water Treatment Plant Operators and Wastewater Treatment Plant Operators required to work on Paid Holidays, with the exception of those indicated in 12.02 will be paid for all hours worked at the rate of two times (2xs) which payment shall be in addition to any holiday pay to which the employee may be entitled.
- 15.04 In order to receive payment for a Paid Holiday, it will be necessary for an employee to be present on the working day preceding said holiday and the working day immediately following, except where permission is obtained to the contrary or where sickness occurs.

- 15.05 An employee will be paid for a holiday provided the employee works the full scheduled shift before and the first full scheduled shift after such holiday, if scheduled to work, unless the employee is absent from work due to sickness approved in accordance with the sick leave plan or is otherwise absent with approval of the City.
- 15.06 If one of the above Paid Holidays falls on a weekday included in an employee's annual vacation period, then another vacation day with pay shall be allowed. This other vacation day with pay shall be determined by the Corporation at the employee's request.
- 15.07 Vacation time will only apply to hours when the employee would regularly be scheduled to work and a request to take the time off as vacation time has been approved. Statutory/paid holidays will be coded as paid holidays only.
- 15.08 Paid Holidays – Wastewater Treatment Operators –
- (a) When a Wastewater Treatment Operator is working on an Observed Paid Holiday from 0800 to 1600 hours, they will be paid two times (2xs) their regular hourly rate for the hours worked.
 - (b) A Wastewater Treatment Operator who works their regular shift and who is on standby on an Observed Paid Holiday will only be eligible to bank one (1) day in lieu of the paid holiday at their regularly hourly rate of pay, inclusive of the eight (8) hours identified in (c) below, and will not be eligible for standby premium pay during their regular shift hours.
 - (c) When a Wastewater Treatment Operator is on standby on an Observed Paid Holiday from 1600 hours to 0800 hours, the standby premium will be paid at the regular applicable rate, save and except for when call-back pay applies. The Wastewater Treatment Operator will also bank eight (8) hours in their Stat Bank account at their regular hourly rate of pay.
 - (d) A Wastewater Treatment Operator who works their scheduled shift on a Paid Holiday that falls on a Saturday or Sunday, will have the time worked added to their weekend bank at straight time.
 - (e) All other Wastewater Treatment Operators shall observe and be paid for the Observed Paid Holiday as per Article 15.
 - (f) There shall be no pyramiding of any other premiums covered by the collective agreement.

Article 16 - Vacations

16.01 New Employees shall be entitled to one (1) day of vacation with pay at the employee's regular hourly rate for each complete month of service between the employee's start date and December 31 of the first vacation year to a maximum of ten (10) days.

Employees on the active payroll with one (1) full year's continuous service shall be entitled to two (2) weeks vacation with pay in the year in which the one (1) year of service is completed and thereafter.

Employees on the active payroll with four (4) years continuous service shall be entitled to three (3) weeks vacation with pay in the year in which the four (4) years service is completed and thereafter.

Employees on the active payroll with ten (10) years continuous service shall be entitled to four (4) weeks vacation with pay in the year in which the ten (10) years service is completed and thereafter.

Employees on the active payroll with sixteen (16) years continuous service shall be entitled to five (5) weeks vacation with pay in the year in which the sixteen (16) years service is completed and thereafter.

Employees on the active payroll with twenty-five (25) years continuous service shall be entitled to six (6) weeks vacation with pay in the year in which the twenty-five (25) years service is completed and thereafter.

Effective January 1, 2025, all regular full-time employees shall earn vacation credits based upon their service as per the following chart:

Figure 1 - Vacation Entitlement Based on Years of Service

Years of Service	Vacation Entitlement per Calendar Year
0-6 years of service	3 weeks
7-14 years of service	4 weeks
15-24 years of service	5 weeks
25 years or more	6 Weeks

On January 1st of each year, employees are advanced a full year's vacation credit based on their years of service. For employees reaching the next entitlement level during the year, they will be advanced the full years entitlement on January 1st of that year. If an employee commences or ends employment during the year, their vacation credit will be pro-rated. If their employment ends

for any reason and the employee has been paid more vacation than the year's entitlement, the unearned vacation pay will be deducted from their final pay.

- 16.02 The vacation period for each employee shall be determined by sign up, seniority to prevail. The vacation sign up shall be posted and completed by January 31st in each year in each department and shall be approved by the Supervisor by February 7th.

Vacation requests for the period of January 1 – February 7th will be considered on a first come first serve basis and a response will be provided within two (2) weeks. Seniority will not apply during this time period.

- 16.03 Vacations taken within a specific week will be paid based on employee's regularly scheduled hours of work.

- 16.04 No vacations will be allowed which interfere with the Corporation's satisfactory maintenance of its services to the public in all departments and the Corporation shall be the sole judge of the number of employees and the classifications that shall be allowed holidays at any one period. Every effort will be made by the Management and Corporation to provide vacations to the convenience of the employees.

- 16.05 When an employee takes vacation between November 15 and December 31, or between January 1 and April 1, the employee shall be entitled to one (1) additional day's pay, or one (1) additional Paid Holiday, per week of vacation taken during the above mentioned periods. The additional Paid Holiday shall be taken consecutively with the vacation in question.

An employee may request to have the earned additional day's pay paid out on their next pay, rather than taking the additional day's pay consecutively with the vacation where it is earned.

Any new employees hired after January 1, 2025 will not be eligible for the "Winter Bonus Day."

- 16.06 Accumulated Paid Holidays will be used before vacations except between November 15 and December 31 and between January 1 and April 1.

All vacations earned for any given calendar year shall be used by the employees no later than January 31st of the following year.

Any such vacations taken during the month of January of the following year shall be paid at the appropriate rate of pay in effect in December of the vacation calendar year.

In cases of extended leave requirements for foreign travel, etc., an employee may request in writing to the Supervisor/Superintendent a carryover of vacations from one vacation year to the next.

Article 17 - Health Insurance

17.01 The amount of benefit entitlement and eligibility for benefits referred to in this Article are subject to the terms and conditions of the Policy or Policies of the Insurer that is providing such benefits. Please refer to the employee benefit booklet for a more detailed description of the health insurance benefits provided under the current policy.

The Corporation agrees to pay a Carrier the premium costs of the Health Insurance Plan in effect as of the date of this Agreement for the following benefits for employees with three (3) months of continuous service with the Corporation.

17.02 The Corporation agrees to provide the following:

- (a) Life Insurance – two times (2x) annual salary.
- (b) Private Hospital Care Coverage.
- (c) Prescription Drug Plan (two-dollar (\$2.00) deductible per prescription).
Mandatory generic drug substitution with appeal.
- (d) Dental Care Plan Including:

Basic dental plan to include recall every nine (9) months.

Major Restorative coverage (example Crowns and Bridges, Implants included at fifty percent (50%) co-insurance to a maximum of one thousand five hundred dollars (\$1,500) per calendar year, combined with Basic Services and Supplementary Basic Services.

Orthodontic coverage at fifty percent (50%) co-insurance for dependent children to a lifetime maximum of two thousand dollars (\$2000).

Dental Care benefit maximums: see above

One thousand five hundred dollars (\$1500) per calendar year combined for Level 1 – Basic services, Level II- Supplementary Basic Services and Level IV – Major Restorative.

Effective January 1, 2026 maximum will increase to one thousand seven hundred and fifty dollars (\$1750) per calendar year

Two thousand dollars (\$2,000) per lifetime for Level V – Orthodontics

Effective June 1, 2026 lifetime maximum will increase to two thousand two hundred and fifty dollars (\$2250).

- (e) Vision Care plan to a maximum of four hundred dollars (\$400)/twenty-four (24) months and eye exams up to one hundred and twenty dollars (\$120) every twenty-four (24) months.

Effective June 1, 2026 Vision Care maximum to increase to four hundred and fifty (\$450)/ twenty-four (24) months.

Coverage of one (1) eye exam every two (2) years at reasonable and customary rates.

- (f) Professional Services:

Chiropractor: five hundred dollars (\$500) per calendar year. In addition, up to fifty dollars (\$50) per calendar year for x-rays.

Osteopath, Chiropracist, Podiatrist, Massage Therapist, Naturopath and Dietitian: five hundred dollars (\$500) per calendar year

Effective January 1, 2026 Massage Therapist coverage increase to seven hundred dollars (\$700) per calendar year

Speech Therapist: sixty dollars (\$60) for the initial visit, forty dollars (\$40) for subsequent visits to a maximum of two hundred and sixty dollars (\$260) per calendar year

Physiotherapist: fifteen hundred dollars (\$1,500) per calendar year

Psychologist: five hundred dollars (\$500) per calendar year combined for services of a psychologist, marriage and family therapist, social worker, psychotherapist and psychoanalyst.

Effective January 1, 2026 Mental Health coverage increase to seven hundred and fifty dollars (\$750) per calendar year

- (g) Extended Health Care Plan (deductible ten dollars (\$10) single/twenty dollars (\$20) family).

- (h) Deluxe Travel Plan

It is understood that the employees' portion of the E.I. rebate will be used to provide for the ODA Schedule and additional benefits (dental only) as agreed to in this contract.

The Corporation may substitute a plan underwritten by a carrier other than the current benefit provider provided such a plan provides similar or better coverage. The permission of the Union is required but will not be unreasonably withheld.

- 17.03 Employees still working after the age of sixty-five (65) up to and until age seventy (70) will be provided the same benefits as in 17.02, however life insurance will be at one times (1x) annual salary and no Long term Disability (LTD) coverage.
- 17.04 In the case of retirement due to total and permanent disability not covered by Workers Safety and Insurance Board (WSIB), after a minimum of twenty (20) years' service with the Corporation and after the age of fifty-five (55) years, the Corporation agrees to pay one hundred (100) percent of the cost of the premiums for the Extended Health Care Plan in effect at the time of retirement.
- 17.05 In the case of retirement prior to age sixty-five (65) if the employee is fifty-five (55) years of age or older and eligible for early retirement and is in receipt of pension from OMERS, the Corporation agrees to provide the same coverage for Extended Health and Dental as the plan for active employees until the employee reaches age 65. Should the employee die prior to age sixty-five (65) and while in receipt of these health benefits the employee's spouse shall continue to receive the benefits for two (2) years from the date of death or until remarriage of the spouse, whichever is sooner.

A full-time employee who retired from the Corporation between January 1, 2017 and December 31, 2024 prior to age sixty-five (65), with ten (10) years of continuous employment with the Corporation, and is in receipt of a pension from OMERS, is eligible for the Special Retirees Benefit Plan.

- (a) For the purposes of the above noted plan, in addition to the retiree only one (1) spouse will be eligible at any time;
- (b) These benefits will terminate on the last day of the month in which the retired Employee attains the age of sixty-five (65). Should the employee die prior to age sixty-five 65 and while in receipt of these benefits the employee's spouse shall continue to receive benefits for two (2) years from the date of death or until remarriage of the spouse, whichever is sooner.

NOTE: Special Retirees Benefit Plan is available in the benefit booklet as provided through the benefit carrier.

- 17.06 The employees' portion of the E.I. rebate shall be used to provide the ODA schedule as set out in 17.02. In the event that the E.I. rebate is no longer available, it is agreed that the ODA schedule shall be reduced by the employees' portion. The Corporation agrees that the reduction will not be more than one year from the year currently in force.

- 17.07 The Corporation shall pay one hundred percent (100%) of premium cost to provide to all full time employees who have completed three (3) months of service and are on the active payroll, basic life insurance coverage in the amount of two (2x) times their regular earnings, the amount to be rounded up to the nearest one thousand dollars (\$1,000) until the employee reaches the age of sixty-five (65) or retires, whichever comes first. Optional Group Life Insurance for employees, spouses and dependents is available with the employee paying the premiums and subject to the carrier's limitations.
- 17.08 The Corporation agrees to a Long Term Disability (LTD) Plan for all I.B.E.W. full-time employees under the age of sixty-five (65), with premiums to be one hundred percent (100%) paid by the Corporation and subject to the carrier's terms, conditions and limitation. The LTD benefit will be based on seventy-five percent (75%) of the employee's base rate, up to a maximum of three thousand (\$3,000.00) per month.

Article 18 - Sick and Accident Benefit

- 18.01 Any employee who has completed ninety (90) days of the employees probationary period and is in the active employ of the Corporation shall be credited with one and one half days of sick pay for each month of service with the Corporation for the duration of this agreement. Employees hired after June 1, 2021 shall accrue a maximum of 6 months of sick time.
- 18.02 For each day that an employee is absent due to sickness, one day's pay shall be paid when available and deducted from the employee's accumulated sick pay credits.
- After the sixth (6th) day in a calendar year for which no doctor's certificate is presented, the absence will not be paid nor deducted from the employee's accumulated sick pay credits. Medical doctor, dentist or Workplace Safety & Insurance Board appointments do not count as days unless they require an employee absence of more than two (2) hours. For a series of such appointments for previously arranged therapy, the employee must provide their supervisor with a certified list of appointments. Wherever possible, the employee shall try to arrange appointments at the beginning or end of their workday.
- Employees will be paid a maximum of forty hours in any pay period during which they are sick, with the exception of shift workers which will be hour for hour.
- 18.03 During the period that an employee of the Corporation is receiving payment from the employee's sick pay credits, the Corporation may at its own discretion have an employee examined by a physician selected by the Corporation. Employees

who have been absent from work due to accident or sickness for a period longer than three (3) working days shall be required to produce a medical certificate proving physical fitness to return to work or provide medically supported restrictions/limitations that may require accommodation.

18.04 The corporation reserves the right to request medical documentation substantiating an absence for illness and the cost will be borne by the Corporation.

18.05 This sick leave plan is not applicable when the disability of the employee comes under the provision of the Workplace Safety & Insurance Board.

When the Corporation receives sufficient, appropriate medical documentation regarding an employee's inability to work due to a work related injury, they will continue the employee's regular pay and subsequent WSIB payments will be directed to the City. The "top up" portion of the regular pay will be deducted on a pro-rata basis from the employee's sick leave accumulation. Should the sick leave accumulation decline to zero then the top up will cease and the Employee will begin receiving payment directly from the Workplace Safety and Insurance Board.

If the employee fails to co-operate with the Corporation then the Corporation has the right to suspend the regular pay provided as above and provide only the "top up" (as outlined above) and only after the employee is in receipt of Workplace Safety & Insurance Board Benefits as per the Collective Agreement.

18.06 In accordance with the requirements of Human Resources Development Canada's E.I. Premium Reduction, and for the purpose of clarification of the current sick leave plan the following is mutually understood: Payment of benefits can only cease on the date of layoff or separation where the disability started within the two months preceding this date, and that notice of layoff or separation was given prior to the beginning of the disability. In all other situations relating to layoff or separation, benefits must be paid for the lesser of the duration of the disability, the utilization of all accumulated sick days, or 15 weeks.

18.07 Family Emergency Illness

An employee shall be allowed to use sick leave accumulation up to a maximum of sixteen (16) hours for absences due to illness of a spouse, child or parent. For a one (1) day absence no medical certificate shall be required, for longer periods an employee shall be required to produce a certificate from a qualified medical Doctor certifying the illness. Such periods of absences shall be deducted from the sick bank but shall not be counted as absences under Article 18.02. It is expressly understood that the provisions of this article are intended for emergency illnesses. An employee shall not be guaranteed payment for such

leave of absence should they be aware of scheduled treatment which requires hospital confinement five (5) calendar days prior to such confinement.

Effective June 1, 2025, increase to 24 hours

Effective June 1, 2026, increase to 32 hours

Effective June 1, 2027, increase to 40 hours

Article 19 - Pensions

19.01 Eligible employees shall join the Ontario Municipal Employee's 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.

19.02 Any employee wishing to retire must indicate their irrevocable intention in writing to their manager or designate no later than two months (2) before the retirement date. The Manager or their designate has the right to accept or reject postponement of the retirement date if later requested by the employee.

Article 20 - Bereavement Leave

20.01 The Corporation shall grant an employee a leave of absence of a maximum of five (5) days without loss of pay upon the death of a member of their immediate family for the purpose of mourning. "Immediate family" shall mean an employee's spouse, children, step-children, parent or step-parent.

The Corporation shall grant an employee a leave of absence of a maximum of three (3) days without loss of pay upon the death of a member of their family for the purpose of mourning. "Family" shall mean an employee's grandchildren, grandparents, brothers, sisters, step-brothers, step-sisters, parents of current spouse, spouse of brother or sister and sister or brother of spouse.

In cases where interment is delayed, an employee shall be provided with the opportunity of utilizing the total days allowed under this Article for bereavement purposes and/or interment.

20.02 In the case of death of the employee's aunt or uncle employees shall be granted leave of absence with pay to compensate for time lost, not to exceed one (1) day, to attend the funeral.

20.03 On request and at the Manager or designate's discretion, employees shall be allowed time off without pay while serving as pallbearer at a funeral.

- 20.04 All payments for bereavement leave shall be subject to the approval of the Manager or their designate and will be conditional upon the employee attending the funeral.
- 20.05 Bereavement under Article 20.01 which occurs during an employee's paid vacation may replace the paid vacation for the duration of the bereavement leave subject to the approval of the Manager or their designate.

Article 21 - Leave of Absence

- 21.01 Leave of absence may be granted for legitimate personal reasons (which shall include leave of absence for two delegates on Union business not to exceed twenty one (21) days in any year for each) on written request to the Corporation. It is understood that any leave of absence is subject to reasonable notice being given to the Corporation. In the event any such leave of absence is not used for the purpose granted, the employee is subject to dismissal. Leave of absence will not be granted nor extended beyond a period of three (3) months and it is understood that no leave of absence will be considered by the Corporation which interferes with regular operation or which requires the performance of additional overtime work.
- 21.02 The Corporation's share of all payments of any nature ordinarily made on the employee's behalf will cease during the period of any leave of absence, except as specifically provided in this agreement. This clause shall not apply to Union delegates on leave of absence as provided in 22.01.
- 21.03 The Corporation agrees to reimburse employees for loss of pay less court stipend for appearance for jury duty or subpoenaed as a witness. If any employee is dismissed by the bench in the course of normal working hours, the employee shall report for duty within one hour to their supervisor. Failure to do so will result in the assessment of the absence as "leave of absence without pay".
- 21.04 Pregnancy/Parental and Adoption leaves of absences shall be in accordance with The Employment Standards Act (ESA) and amendments made thereto. An employee will continue to accrue seniority while on leave of absence for maternity/parental leave.

Article 22 - Extreme Weather Conditions

22.01 Employees will not be required to perform their regular duties during extreme weather conditions unless an emergency exists. When employees are pulled off the job by the supervisor due to extreme weather conditions they shall be assigned other duties as required. No time shall be lost through adverse weather conditions.

Article 23 - Uniforms and Protective Clothing

23.01 Rainwear, including rubber boots, pants, hats, coveralls and gloves shall be supplied where required, by the Corporation.

Such equipment and uniforms to be supplied on an as required basis or to a schedule as set out by the Corporation.

23.02 The Corporation will provide on an annual basis between January 1st and March 31st a reimbursement, upon presentation of a receipt, towards the purchase of Canadian Standards Association (C.S.A.) approved footwear up to the following limits denoted below:

Two Hundred and twenty-five dollars (\$225) including all taxes annually for all employees covered under the collective agreement. One additional pair of boots will be made available for employees whose first pair of boots are in a state of disrepair for an additional two hundred and twenty-five dollars (\$225) as approved by management.

Effective January 1, 2025 increase to three hundred dollars (\$300) per year.

23.03 The Corporation will assume the cost of safety lenses for employees who are required to wear prescription glasses.

Article 24 - Driving Tests

24.01 The Corporation will assume the cost of medical exams, Z-Endorsement renewals and driver test (one time) for employees that require a valid DZ Ontario Driver's License as part of their employment. If necessary to be taken during regular working hours, scheduling of time off with pay for driver's test will be granted at the discretion of the employee's Supervisor. Class G Ontario Driver's Licenses are not covered under this Article and must be obtained prior to being hired by the City.

Article 25 - Tools and Equipment

25.01 All authorized tools required to do the work shall be supplied by the Corporation.

Article 26 - Safety

26.01 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 References as signed off between the parties.

Article 27 - Progression Schedules

27.01 The Classification and step progression for Distribution and Collection Operators and Treatment Plant Operators in Schedule 1 are based on the required provincial ministry levels of certification.

27.02 Progression in all other classifications shall be on an annual basis providing successful completion of all training required at each level is obtained.

If an employee fails to make satisfactory progress, the employee's advancement will be withheld. When progression is withheld, management shall give notice to the employee and include the reasons for withholding progression.

The employee's general performance including educational attainment will be reviewed from time to time, and at such time as the employee has corrected the deficiency and is found satisfactory, normal progression will be resumed.

If progression would have been withheld due to circumstances outside the Management and employee's control, then advancement will normally be allowed subject to the employee subsequently achieving the necessary requirements. Failure to do so will result in a return to the previous classification.

Article 28 - Operator Licensing and Training

28.01 All Distribution and Collection, Water or Wastewater Operators must obtain and maintain the appropriate license equal to the classification of their facilities or subsystems.

28.02 In order to assist employees to attain these licenses, the City will:

- pay for the initial exam and licensing fees for the employees and allow employees to write their initial exams on working time, at each level of

certification up to and including the highest level within their facilities or subsystem

- pay for the annual renewal of licensing fees
- pay for study materials, the courses and the time to attend the courses to achieve annual Continuing Education Units (CEUs) as required by the provincial ministry
- time to attend courses and time for exams will be paid at straight time
- provide on-the-job training according to the provincial ministry requirements at straight time

Date, time and location of all exam and training courses must be approved by the Manager or designate.

28.03 Once the employee has written and passed the applicable OWWCO exam for OIT, Class 1 or Class 2, they will progress to the wage rate of that Class. The effective date for the rate increase will be made retroactive to the date the employee wrote and passed the exam for all Classes up to Class 2.

The effective date for the rate increase beyond Class 2 will be upon receipt or notification from OWWCO that the individual has successfully completed the applicable exam and has achieved the required CEUs. Should an employee have the required CEUs prior to writing the exam, the effective date for the rate increase will be made retroactive to the date the employee successfully completed the applicable exam.

Article 29 - Duration

29.01 This agreement shall be effective from June 1, 2024 to May 31, 2028 and, unless changed by mutual consent, the terms of this agreement shall continue automatically thereafter for an annual period of one year each, unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the expiration date, that it desires to amend the agreement.

29.02 Negotiations shall begin within thirty (30) days following notification for amendment as provided in the preceding paragraph.

29.03 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 until conciliation proceedings

prescribed under the *Ontario Labour Relations Act, 1970*, or current version, have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives of this _____, day of _____, 2024.

**The Corporation of the City of
Brantford**

**I.B.E.W. Local 636 Unit 41
(Water)**

Inderjit Hans
Commissioner of Public Works

Brandon Potter
Business Representative

Anita Szaloky
Director of Human Resources

Domenic Murdaca
Business Manager/Financial Secretary

Grant Shiell
I.B.E.W. Unit Chairperson
Negotiation Committee

Dave Ellis
Negotiation Committee

Thomas Casey
Negotiation Committee

Schedule 1

Wages

Water Distribution & Wastewater Collection

Classification	Rate as of June 1, 2024 (3%)	Rate as of June 1, 2025 (3%)	Rate as of June 1, 2026 (3%)	Rate as of June 1, 2027 (2.4%)
ORO Sub Foreperson	\$42.67	\$43.95	\$45.27	\$46.36
D&C Operator 3/2	\$38.20	\$39.35	\$40.53	\$41.50
D&C Operator 2/2	\$36.29	\$37.38	\$38.50	\$39.43
D&C Operator 1/1	\$34.38	\$35.41	\$36.48	\$37.35
D&C Operator (OIT)	\$32.47	\$33.45	\$34.45	\$35.28
Technical Analyst	\$40.88	\$42.11	\$43.37	\$44.41

Water Treatment

Classification	Rate as of June 1, 2024 (3%)	Rate as of June 1, 2025 (3%)	Rate as of June 1, 2026 (3%)	Rate as of June 1, 2027 (2.4%)
Operator in Charge OIC	\$43.96	\$45.28	\$46.63	\$47.75
Operator Class 4	\$39.96	\$41.16	\$42.40	\$43.41
Operator Class 3	\$38.06	\$39.20	\$40.38	\$41.35
Operator Class 2	\$36.16	\$37.24	\$38.36	\$39.28
Operator Class 1	\$34.25	\$35.28	\$36.34	\$37.21
Operator OIT	\$32.35	\$33.32	\$34.32	\$35.14

Wastewater Treatment

Classification	Rate as of June 1, 2024 (3%)	Rate as of June 1, 2025 (3%)	Rate as of June 1, 2026 (3%)	Rate as of June 1, 2027 (2.4%)
WW Operator Class 4/2	\$40.53	\$41.75	\$43.00	\$44.03
WW Operator Class 4	\$39.96	\$41.16	\$42.40	\$43.41
WW Operator Class 3	\$38.06	\$39.20	\$40.38	\$41.35
WW Operator Class 2	\$36.16	\$37.24	\$38.36	\$39.28
WW Operator Class 1	\$34.25	\$35.28	\$36.34	\$37.21
Operator OIT	\$32.35	\$33.32	\$34.32	\$35.14

Maintenance

Classification	Rate as of June 1, 2024 (3%)	Rate as of June 1, 2025 (3%)	Rate as of June 1, 2026 (3%)	Rate as of June 1, 2027 (2.4%)
Lead Hand Maintenance	\$47.36	\$48.78	\$50.24	\$51.45
Process Maintenance 1/1	\$44.47	\$45.80	\$47.18	\$48.31
Process Maintenance OIT	\$40.43	\$41.64	\$42.89	\$43.92
Process Maintenance Apprentice 4th Year	\$38.50	\$39.66	\$40.85	\$41.83
Process Maintenance Apprentice 3rd Year	\$36.58	\$37.67	\$38.80	\$39.74
Process Maintenance Apprentice 2nd Year	\$34.65	\$35.69	\$36.76	\$37.64
Process Maintenance Apprentice 1st Year	\$32.73	\$33.71	\$34.72	\$35.55
Maintenance Analyst	\$45.11	\$46.47	\$47.86	\$49.01
Building Maintenance Year 3	\$35.34	\$36.40	\$37.49	\$38.39
Building Maintenance Year 2	\$33.57	\$34.58	\$35.62	\$36.47
Building Maintenance Year 1	\$31.81	\$32.76	\$33.74	\$34.55

SCADA

Classification	Rate as of June 1, 2024 (3%)	Rate as of June 1, 2025 (3%)	Rate as of June 1, 2026 (3%)	Rate as of June 1, 2027 (2.4%)
SCADA Technician Year 3	\$45.11	\$46.47	\$47.86	\$49.01
SCADA Technician Year 2	\$42.86	\$44.14	\$45.47	\$46.56
SCADA Technician Year 1	\$40.60	\$41.82	\$43.08	\$44.11

Material Handler

Classification	Rate as of June 1, 2024 (3%)	Rate as of June 1, 2025 (3%)	Rate as of June 1, 2026 (3%)	Rate as of June 1, 2027 (2.4%)
Material Handler/Dispatcher Year 3	\$33.35	\$34.35	\$35.38	\$36.23
Material Handler/Dispatcher Year 2	\$31.68	\$32.63	\$33.61	\$34.42
Material Handler/Dispatcher Year 1	\$30.02	\$30.92	\$31.84	\$32.61

Appendix “A”

**Letter of Understanding
Between
The Corporation of the City of Brantford
And
The International Brotherhood of Electrical Workers
(IBEW) Local 636, Unit 41
Compressed Work Arrangements**

The parties agree to establish a committee of three (3) union representatives and three (3) management representatives to meet within four (4) months to discuss compressed work arrangements in the Water Distribution and Wastewater Collection Division.