



The Municipal Corporation of the Town of Fort Erie

By-law No. 121-2020

Being a By-law to Authorize the Ratification of a Memorandum of Agreement with the Canadian Union of Public Employees and its Local #714 and to Repeal By-law No. 47-2017

Whereas the Canadian Union of Public Employees and its Local #714 (CUPE) is the certified bargaining agent for certain employees of The Corporation of the Town of Fort Erie (The Corporation) and the parties have entered into a Collective Agreement, and;

Whereas By-law No. 47-2017 authorized the ratification of a Memorandum of Agreement between the parties for the period January 1, 2017 to December 31, 2020, and;

Whereas the parties have negotiated a Memorandum of Agreement dated December 1, 2020 to amend and extend the Collective Agreement for the period January 1, 2021 to December 31, 2024, and;

Whereas it is deemed desirable for The Corporation to ratify the Memorandum of Agreement with CUPE;

Now therefore the Municipal Council of The Corporation of the Town of Fort Erie enacts as follows:

1. **That** the Memorandum of Agreement between The Corporation and CUPE to amend and extend the Collective Agreement between them attached as Schedule "A" to this by-law is authorized, approved and ratified.
2. **That** the Mayor and the Clerk are authorized and directed to execute the amended Collective Agreement and to affix the corporate seal thereto.
3. **That** By-law No. 47-2017 is repealed.
4. **That** the Clerk of the Town is authorized to effect any minor modifications, corrections or omissions, solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

Read a first, second and third time and finally passed this 14th day of December, 2020.

Mayor

Clerk

I, Carol Schofield, the Clerk, of The Corporation of the Town of Fort Erie certifies the foregoing to be a true copy of By-law No. 121-2020 of the said Town. Given under my hand and the seal of the said Corporation, this _____ day of _____, 20____.

MEMORANDUM OF AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF FORT ERIE (EMPLOYER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #714 (UNION)

1. The parties agree to the terms of this memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties agree to recommend to their respective parties the complete acceptance of all the terms of this memorandum.
3. The parties agree that the term of the Collective Agreement is from January 1, 2021 to December 31, 2024.
4. The parties agree that the Collective Agreement includes the terms and conditions of the previous Collective Agreement that expired December 31, 2020 and incorporates the amendments attached as Appendix A to and forming part of this memorandum.

DATED AT FORT ERIE THIS 1st **DAY OF** December, 2020

For The Employer:

Tom Kuchyt, Chief Administrative Officer



Kelly Walsh, Director, Infrastructure Services



Jonathan Janzen, Director, Corporate Services



Kira Dolch, Director, Planning and Development Services



Ed Melanson, Fire Chief



Sean Hutton, Manager, Parks and Facilities Division



Tammy Morden, Manager, Employment Services

For the Union:



Sheree Heise, President, Local #714



Mike Griffi, Local #714



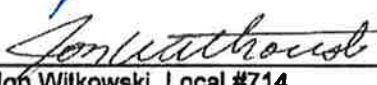
Robert Kirk, Local #714



Sandra McCoy, Local #714



Al Stoddard, Local #714



Jon Witkowski, Local #714



Amanda Wells, CUPE National Rep

Memorandum of Agreement between CUPE Local 714 and The Town of Fort Erie

Article	Current	Changed
3.01	Bargaining Unit	<p>ADD</p> <p>Deputy Chief Building Official</p> <p>AMEND Executive Assistant to Director, Corporate Services</p>
9.01	<p>Composition of Union Representation To The Committee</p> <p>The representation to the Employee Relations Committee shall be comprised of six (6) members of whom one (1) shall be the President and five (5) shall be the Stewards who represent:</p> <ul style="list-style-type: none"> a) 1 member from Water and Wastewater Division b) 1 member from Roads and Fleet Division c) 2 members from Office and Technical d) 1 member from Parks and Facilities Division e) In the absence of a Steward, Chief Steward 	<p>ADD</p> <p>Composition Of Union Representation To The Committee</p> <p>The representation to the Employee Relations Committee shall be comprised of six (6) members of whom one (1) shall be the President and five (5) shall be the Stewards who represent:</p> <ul style="list-style-type: none"> a) 1 member from Water and Wastewater Division b) 1 member from Roads and Fleet Division c) 1 members from Office and Technical d) 1 member from Parks and Facilities Division e) 1 member at large f) In the absence of a Steward, Chief Steward
10.01	<p>Union Bargaining Committee</p> <p>A Union Bargaining Committee shall consist of not more than six (6) employees of whom one (1) shall be the President of the Local or representative, for the purpose of renewing or amending the Collective Agreement.</p> <ul style="list-style-type: none"> a) 1 shall be the President of the Local or representative b) 1 member from Water and Wastewater Division c) 1 member from Roads and Fleet Division d) 2 members from Office and Technical e) 1 member from Parks and Facilities Division <p>The Union will advise the Employer of the Union members on the Committee</p>	<p>ADD</p> <p>Union Bargaining Committee</p> <p>A Union Bargaining Committee shall consist of not more than six (6) employees of whom one (1) shall be the President of the Local or representative, for the purpose of renewing or amending the Collective Agreement.</p> <ul style="list-style-type: none"> a) 1 shall be the President of the Local or representative b) 1 member from Water and Wastewater Division c) 1 member from Roads and Fleet Division d) 1 member from Office and Technical e) 1 member from Parks and Facilities Division f) 1 member at large <p>The Union will advise the Employer of the Union members on the Committee</p>

Memorandum of Agreement between CUPE Local 714 and The Town of Fort Erie

<p>14.03.2</p>	<p><u>Definition of Part-Time, Casual, Winter Seasonal, Relief, Student and Full-Time Employees</u></p> <p>iv) A Relief Employee is an employee in the Arenas hired for an indefinite period and who may be scheduled to work up to forty (40) hours per week to relieve a regular employee who is absent on paid leave or who is absent on sick leave of greater than three (3) days. For the purpose of Article 18.02, a Relief Employee is not considered to be on call. The Employer will not employ more than seven (7) Relief Employees.</p>	<p>AMEND</p> <p><u>Definition of Part-Time, Casual, Winter Seasonal, Relief, Student and Full-Time Employees</u></p> <p>iv) A Relief Employee is an employee in the Arenas, Roads or Water/Wastewater hired for an indefinite period and who may be scheduled to work up to forty (40) hours per week to relieve a regular employee who is absent on paid leave or who is absent on sick leave of greater than three (3) days. For the purpose of Article 18.02, a Relief Employee is not considered to be on call. The Employer will not employ more than:</p> <ul style="list-style-type: none"> • seven (7) Relief Employees in the Arenas • five (5) Relief Employees in Roads • five (5) Relief Employees in Water/Wastewater
<p>15.14.1</p> <p>15.14.2</p>		<p>NEW</p> <p>On an employee's request, an employee and the supervisor may meet at least once a year to review and discuss measures to support an employee's career development</p> <p>Any support described in Article 15.14.1 is non disciplinary and conducted without prejudice or precedent to an employee's employment status or wages.</p>

Memorandum of Agreement between CUPE Local 714 and The Town of Fort Erie

17.02.6

NEW and RENUMBER:

Overnight Crew Leader – Winter Operations

The period of approximately December 1st to March 31st is deemed winter operations (exact dates are dependent on prevailing winter conditions).

Duties will include those as set-out in the Job Description for Crew Leader, Roads and Roadside Drainage with particular emphasis on winter control including road patrols, monitoring weather conditions and dispatching crews to perform winter control operations. Other duties include but are not limited to night patrols of streetlights, assessing sign reflectivity and attending to small duties/emergencies.

There are two (2) shifts. The hours of the shifts are as follows;

- i. 9:00 pm to 7:00 am, commencing Monday, Tuesday, Wednesday, Thursday evenings
- ii. 6:00 pm to 7:20 am, commencing Friday, Saturday, Sunday evenings

Overtime shall be paid for all hours worked at time and one half on Friday and Saturday and double time on Sunday for Shift i, whereas, overtime shall be paid for all hours worked at time and one half on Monday and Wednesday and double time on Tuesday and Thursday for Shift ii.

Shifts are subject to the shift premiums described in Article 19.05 of the collective agreement.

The Overnight Crew Leader position will be posted in accordance with Article 15 of the collective agreement.

Memorandum of Agreement between CUPE Local 714 and The Town of Fort Erie

17.02.12	Infrastructure Services	<p>NEW</p> <p><u>Admin Assistant, Facilities Management</u></p> <p>12 The regular normal hours of work for Administrative Assistant Facilities Management will consist of five (5), eight (8) hour days Monday to Friday, forty (40) hours per week with at least forty-eight (48) consecutive hours off.</p> <p>13 The regular, normal hours of work for Administrative Assistant Facilities Management is 8:30 a.m. to 5:00 p.m., with a thirty-minute unpaid meal period.</p>																											
20.01	<p>Paid Holidays</p> <p>Entitlement</p> <p>The following holidays shall be observed with pay to all employees plus any holiday proclaimed by the Federal, Provincial or Municipal Governments:</p> <table border="0"> <tr> <td>New Year's Day</td> <td>Family Day</td> <td>Good Friday</td> </tr> <tr> <td>Easter Monday</td> <td>Victoria Day</td> <td>Canada Day</td> </tr> <tr> <td>Civic Holiday</td> <td>Remembrance Day</td> <td>Labour Day</td> </tr> <tr> <td>Thanksgiving Day</td> <td>Christmas Day</td> <td>Boxing Day</td> </tr> </table> <p>When any of the above holidays falls on an employee's day off, the employee shall be given another day off with pay at a time mutually agreed to by the parties.</p>	New Year's Day	Family Day	Good Friday	Easter Monday	Victoria Day	Canada Day	Civic Holiday	Remembrance Day	Labour Day	Thanksgiving Day	Christmas Day	Boxing Day	<p>AMEND</p> <p>Entitlement</p> <p>The following holidays shall be observed with pay to all employees plus any holiday proclaimed by the Federal, Provincial or Municipal Governments:</p> <table border="0"> <tr> <td>New Year's Day</td> <td>Family Day</td> <td>Good Friday</td> </tr> <tr> <td>Easter Monday</td> <td>Victoria Day</td> <td>Canada Day</td> </tr> <tr> <td>Civic Holiday</td> <td>Remembrance Day</td> <td>Labour Day</td> </tr> <tr> <td>Thanksgiving Day</td> <td>Christmas Eve Day</td> <td>Christmas Day</td> </tr> <tr> <td>Boxing Day</td> <td></td> <td></td> </tr> </table> <p>When any of the above holidays falls on an employee's day off, the employee shall be given another day off with pay at a time mutually agreed to by the parties.</p>	New Year's Day	Family Day	Good Friday	Easter Monday	Victoria Day	Canada Day	Civic Holiday	Remembrance Day	Labour Day	Thanksgiving Day	Christmas Eve Day	Christmas Day	Boxing Day		
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23.04	<p>Paid Bereavement Leave</p> <p>An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a spouse, same sex partner, son, daughter, step-child, parent, step-parent, parent-in-law, sibling, or grandchild.</p> <p>An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a grandparent, legal guardian or ward, the spouse of the employee's sibling, any other relative residing in the employees household not already identified or any person for whom the employee was providing primary care or support. Other special instances where leave of absence with pay may be appropriate will be considered by the CAO.</p>	<p>AMEND</p> <p>An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a spouse, same sex partner, son, daughter, step-child, parent, step-parent, parent-in-law, sibling, or grandchild.</p> <p>An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a grandparent, legal guardian or ward, the spouse of the employee's sibling, any other relative residing in the employees household not already identified or any person for whom the employee was providing primary care or support. Other special instances where leave of absence with pay may be appropriate will be considered by the CAO.</p> <p>An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of the death of a step sibling.</p>
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Memorandum of Agreement between CUPE Local 714 and The Town of Fort Erie

26.01	<p>Safety Footwear Allowance</p> <p>1 In the first (1st) week of May in each year, the Employer shall make an annual payment of one hundred and fifty dollars (\$150.00) without proof of purchase or up to two hundred dollars (\$200.00) with proof of purchase for the purchase of C.S.A. approved safety footwear, to each full-time employee who is required by the Employer to wear such safety footwear. The parties hereto agree that any employee who is required by the Employer to wear safety footwear and other safety equipment while on the job and is found on the job without such safety footwear or safety equipment shall be subject to immediate discipline in accordance with applicable policies of the Employer.</p> <p>2 The Employer shall supply and replace, at its expense rubber safety footwear and liners, to each full-time employee who is required by the Employer to wear same while at work. As a condition of receiving new rubber boots, the employee must surrender the boots being replaced.</p>	<p>AMEND</p> <p>Safety Footwear Allowance</p> <p>1 In the first (1st) week of May in each year, the Employer shall make an annual payment of one hundred and fifty dollars (\$150.00) without proof of purchase or up to two hundred and fifty dollars (\$250.00) with proof of purchase for the purchase of C.S.A. approved safety footwear, to each full-time employee who is required by the Employer to wear such safety footwear, provided the employee has not, prior to May 1, submitted notice of intent to resign or retire during the calendar year. The parties hereto agree that any employee who is required by the Employer to wear safety footwear and other safety equipment while on the job and is found on the job without such safety footwear or safety equipment shall be subject to immediate discipline in accordance with applicable policies of the Employer.</p> <p>2 The Employer shall supply and replace, at its expense rubber safety footwear and liners, to each full-time employee who is required by the Employer to wear same while at work. As a condition of receiving new rubber boots, the employee must surrender the boots being replaced.</p>
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26.03	<p>Protective Clothing</p> <p>The Employer agrees to provide all employees whose home classification is within the Operations Division with either three (3) summer weight coveralls or two (2) summer weight and one (1) winter weight coverall or uniforms per year.</p> <p>Except for safety footwear and in addition to the aforementioned, the Employer provides appropriate protective clothing and equipment and replacements as circumstances warrant.</p>	<p>AMEND</p> <p>Protective Clothing</p> <p>The Employer agrees to issue all eligible full-time employees (Water/Wastewater, Roads and Fleet, Parks and Facilities) whose home classification is within the Operations Division and Survey Technician/Technologists,</p> <ol style="list-style-type: none"> 1) Four (4) high visibility long or short sleeve shirts, 2) Three (3) coveralls 3) Three (3) winter garments <p>When these items or reflective properties are worn out, no longer reflective as approved by the Supervisor garments are to be returned to Employer in exchange for new.</p> <p>New items have been purchased in 2020 and the additional balance will be purchased in 2021.</p> <p>Except for safety footwear and in addition to the aforementioned, the Employer provides appropriate protective clothing and equipment and replacements as circumstances warrant.</p>
Schedule A, A-1, B and C	<p>Rates of Pay</p>	<p>January 1, 2021 – 1.5%</p> <p>January 1, 2022 – 1.5%</p> <p>January 1, 2023 – 1.75%</p> <p>January 1, 2024 – 1.75%</p>

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Schedule A	Hourly Rates of Pay	<p>CHANGE</p> <p>Admin Assistant, Infrastructure Services from Band 2 to Band 1 Administrative Clerk Roads & Fleet Band 4 to Band 2 Revenue Clerk – WWW from Band 2 to Band 3 Recreation Employee from Band 4 to Band 3 Roads Operator III from Band 5 to Band 4 Purchasing and Finance Clerk from Band 3 to Band 4 Cemetery Employee from Band 5 to Band 4 Accounting Analyst from Band 4 to Band 5 Crew Leader – Beaches Band 7 to Band 5 Water and Wastewater Operator I (OIT-I/I-I/II) Band 5 to Band 6 Parks Technician-Horticulture Band 7 to Band 6 Infrastructure Technician/Technologist Band 5 to Band 7 Water and Wastewater Operator II (OIT-I/I-I/II) (E) Band 6 to Band 7 Survey/Technician Technologist Band 6 to Band 7 Extraneous Flow from Band 7 to Band 8 Parks Technician – Cemeteries from Band 9 to Band 8 Facilities Maintenance Assistant from Band 7 to Band 9 Crew Leader-Facilities from Band 9 to Band 10</p>
Schedule A-1	Hourly Rates of Pay for Grandparent Classifications	<p>DELETE</p> <p>Accounting Analyst Infrastructure Technician/Technologist</p> <p>ADD</p> <p>Admin Assistant, Infrastructure Services Administrative Clerk Roads & Fleet Recreation Employee Roads Operator III Cemetery Employee Crew Leader-Beaches Parks Technician – Horticulture Parks Technician – Cemeteries</p>

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<p>Schedule C Students</p>	<p>SCHEDULE "C" STUDENTS</p> <p>.8 Students who are employed as lifeguards in the swim programs and who are required by the Employer to take courses to obtain formal certification, shall have applicable tuition costs reimbursed by the Employer. It is expressly agreed that such tuition costs shall only be reimbursed by the Employer upon the students;</p> <p>.1 Submission to the Director, Infrastructure Services of satisfactory written verification that any such course was successfully completed.</p> <p>.2 Completing the full period of employment with the Employer to which they were hired.</p>	<p>DELETE ALL</p>
<p>Schedule D Income Protection Plan</p>	<p>COMMENCEMENT OF INCOME PROTECTION PLAN</p> <p>3.01 This plan is to commence from a date, mutually agreed-upon as the implementation date, and will cover the following categories of employees as follows:</p> <p>1 An employee (other than new employee) shall commence coverage on the implementation date of the plan; and</p> <p>2 A new employee shall commence coverage under the plan on the first working day following the completion of the probationary period.</p>	<p>AMEND</p> <p>This plan is to commence from a date, mutually agreed-upon as the implementation date, and will cover the following categories of employees as follows:</p> <p>1 An employee (other than new employee) shall commence coverage on the implementation date of the plan; and</p> <p>2 A new employee shall commence coverage under the plan on the first working day following the completion of the probationary period.</p> <p>3 A new employee hired from Schedule "B" Market Sensitive Classifications shall commence coverage under the benefit plan on the first working day.</p>

Memorandum of Agreement between CUPE Local 714 and The Town of Fort Erie

<p>Schedule D</p>	<p>6.01 Each employee shall be entitled to seven (7) credit days commencing January 1 in each calendar year; notwithstanding the number of mutually agreed-upon sick leave credit days provided in the initial year of the plan.</p> <p>6.02 Where an employee is unable to perform normal duties due to personal illness or injury, the sick leave credit gratuity plan will pay the employee full pay for the first seven (7) days of absence. An employee may utilize additional sick leave credits from the sick leave bank. For the weekly indemnity income protection plan (short-term disability), the plan will pay the employee seventy-five (75%) percent of the employee's normal pay for a period of twenty-six (26) weeks. Provision for long-term disability will be in accordance with the policy in effect with the municipality's insurance carrier. The short-term disability income protection plan, and the long-term disability plan may be supplemented to one hundred (100%) percent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation leave, statutory holidays, etc., by agreement of the Employer.</p>	<p>AMEND</p> <p>6.01 Each employee shall be entitled to eight (8) credit days commencing January 1 in each calendar year; notwithstanding the number of mutually agreed-upon sick leave credit days provided in the initial year of the plan. For the year of 2021, each employee shall be entitled to nine (9) credit days commencing January 1.</p> <p>6.02 Where an employee is unable to perform normal duties due to personal illness or injury, the sick leave credit gratuity plan will pay the employee full pay for the first eight (8) days of absence, nine (9) days in 2021. An employee may utilize additional sick leave credits from the sick leave bank. For the weekly indemnity income protection plan (short term disability), the plan will pay the employee seventy-five (75%) percent of the employee's normal pay for a period of twenty-six (26) weeks. Provision for long-term disability will be in accordance with the policy in effect with the municipality's insurance carrier. The short-term disability income protection plan, and the long-term disability plan may be supplemented to one hundred (100%) percent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation leave, statutory holidays, etc., by agreement of the Employer.</p>
<p>Schedule D</p>	<p>Reporting of Absences</p> <p>7.04 In circumstances where the employee has reported for work and must leave work due to accident or illness, absences for less than one-half (1/2) a day shall not be deducted; and absences for more than half (1/2) a day; but less than a full day shall be deducted as one-half (1/2) a day. Absences of a full day or more shall be deducted proportionately to the full amount of time absent.</p>	<p>DELETE ALL</p>

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Other	<p>Schedule E - Job Security – Leisureplex</p> <p>Schedule F - Compressed and Flexible Work Scheduling in Office Classifications</p> <p>Letter of Understanding - Holiday Closure (the closure period) at Town Hall</p> <p>Letter of Understanding - Apprenticeships</p>	RENEW ALL AND RENUMBER
Other	<p>Letter of Understanding - Casual Recreation Employees</p> <p>Letter of Understanding - Vacation Year</p> <p>Letter of Understanding - Roads Operator Classifications</p>	DELETE ALL
Other	<p>Letter of Understanding - <i>Overnight Crew Leader – Winter Operations</i></p>	DELETE – Incorporated into body of collective agreement as Article 17.02.6