

Letter of Understanding

Between:

The Regional Municipality of Niagara

(the "Region")

- and -

CUPE and its Local 1019

(the "Union")

(collectively referred to as "the parties")

RE: Hours free from performing work

Whereas the parties have a longstanding agreement concerning the application and understanding of Articles 15 and 20 with respect to when employees work beyond their normal 12 hour shift and/or work with less than 12 hours free from work on a given day. Specifically, that in accordance with the Employment Standards Act O. Reg. 491/06, s. 4. (1), bargaining unit staff (employees) are required a period of at least eight (8) consecutive hours free from performing work in each day;

And whereas the parties are unable to find written record of the above-noted agreement;

And whereas the parties wish to reach a new agreement with slight modifications to replace any and all former agreements regarding same;

And whereas it is further understood that this agreement does not supersede any negotiated right per the Collective Agreement, including but not limited to Articles 15 and 20 of the Collective Agreement;

The parties agree as follows:

1. The parties agree that in accordance with the Employment Standards Act O. Reg. 491/06, s. 4. (1), employees are required a period of at least eight (8) consecutive hours free from performing work in each day.
2. Notwithstanding the above, employees will not normally be scheduled with less than ten (10) hours free from performing work in each day.
3. In the event the Region schedules an employee to work with less than ten (10) hours free from performing work in each day, the employee has the option to decline the opportunity. It is understood that no employee shall be issued disciplinary or non-disciplinary notations to file for declining said shift(s) in accordance with this Letter of Understanding.

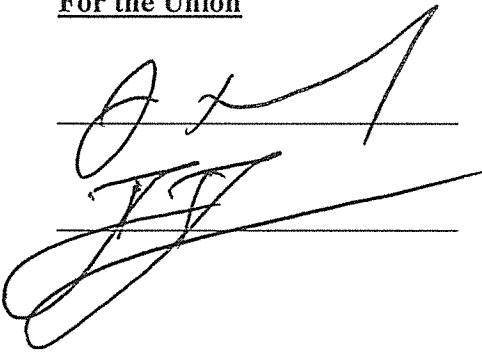
4. In the event the Region calls-in or offers overtime shift or non-scheduled shifts to an employee, these opportunities may be offered to available employees with less than ten (10) hours free from performing work in any given day, but no less than eight (8) hours free from performing work in each day. No employee shall be issued disciplinary or non-disciplinary notations to file for declining said shift(s) in accordance with this Letter of Understanding.
5. Where during the course of completion of duties (ie: shift overrun, etc.) an employee is unable to have eight (8) hours free from performing work in a day, the following shall apply:

Employees will be given time off with pay at straight time equivalent to the time needed to ensure a complete eight (8) hours free from performing work in a given day. For example: an employee with a shift end time of 24:00, whose next shift starts at 08:00 hours. If the employee works two hours of shift-overrun, he or she will be paid for the first two hours of the second shift and will be expected to report to work at 10:00 hours and work the balance of the shift. This only applies where said employee would not otherwise receive eight (8) hours free from performing work on the day in question.

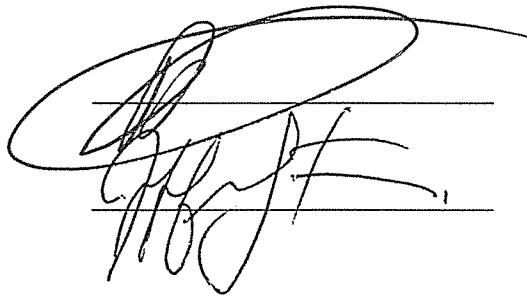
6. Any changes to this agreement must be done with mutual agreement by the parties, or through the collective bargaining process.

Signed at NOTL, ON this 12 day of SEPTEMBER 2016.

For the Union

Handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a long horizontal stroke and a vertical stroke extending downwards.

For the Region

Handwritten signature in black ink, featuring a large, circular flourish at the top and a complex, multi-stroke signature below.