

**COLLECTIVE AGREEMENT**

between

**THE CORPORATION OF THE CITY OF ST. THOMAS**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**And its LOCAL 841.4 (PART-TIME UNIT) (CROSSING GUARDS)**

**EXPIRES: December 31, 2024**

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THIS AGREEMENT is made

BETWEEN:

**THE CORPORATION OF THE CITY OF ST. THOMAS**

hereinafter referred to as "The City"

OF THE FIRST PART

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**

**AND ITS LOCAL 841.4 (Part-Time Unit)**

hereinafter called "The Union"

OF THE SECOND PART

**ARTICLE 1 - PURPOSE**

**1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the City and the said Union and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

**ARTICLE 2 - RECOGNITION**

**2.01** The City recognizes the said Union as the exclusive bargaining agent for all employees of the City regularly employed for not more than twenty (20) hours per week save and except Deputy Department Heads and Foremen, persons above the rank of Deputy Department Head and Foremen, students employed on a co-operative training program with a University and persons covered by the subsisting collective agreements between the City and Local 35 and Local 841 (full-time) of the Canadian Union of Public Employees.

**2.02** Without restricting its right to determine the methods of which municipal services are to be provided, the Corporation agrees that no employees outside of this bargaining unit shall regularly perform the duties of crossing guards except in emergency situations and staffing shortages.

**ARTICLE 3 - RELATIONSHIP**

**3.01** The parties hereto mutually agree that every employee of the City covered by this agreement shall become and remain a member of the Union according to the Constitution and By-Laws of the Union.

**3.02** The City and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced by reason of any of the grounds of discrimination in accordance with the Ontario Human Rights Code, or by reason of membership or non-membership in any labour organization, or by reason of activity or lack of activity in any labour organization.

**3.03** The Union agrees that neither it nor its members will engage in Union activities during working hours or hold meetings at any time on the premises of the City without the permission of the Director of Human Resources. The foregoing shall not apply to the processing of a grievance in any department where the approval of the Director of Human Resources has first been obtained. Chief Steward and/or Stewards shall be allowed reasonable time during working hours to investigate grievances provided approvals are obtained as previously outlined in this section subject to the right of the City to limit such time if it deems it to be excessive.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union acknowledges that it is the exclusive function of the City to hire, promote, transfer, classify, lay-off and suspend employees; and also the right of the City to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority that he has been discharged, suspended or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

**4.02** Prior to commencement of employment and annually thereafter during the 1<sup>st</sup> week of September at the City's expense, a release is completed to have the City conduct a search of Police Record for the purpose of Criminal Offences.

**4.03** The Union further recognizes the right of the City to manage the affairs of all departments in all respects. The location of the operations; the direction of the working forces; the methods, processes and means of work used; the schedules of operation; the right to decide on the number of employees needed by the City at any time, the right to use improved methods, machinery and equipment; and jurisdiction over all employees, operations, buildings, and tools which are the property of the City are solely and exclusively the responsibility of the City. The City also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but when new rules and regulations are made or altered, the City will send a copy to the Secretary of the Union and will cause same to be duly posted on the bulletin board over the signature of the Director, Human Resources, provided that the City will notify and meet with the Union prior to any changes of the rules and regulations that are to be implemented and the Union may render any suggestions on rules and regulations or amendments thereto.

**4.04** It is understood and agreed that such functions shall not be exercised in a manner inconsistent with the provisions of this agreement.

4.05 Without restricting its right to determine the method by which municipal services are to be provided, the Corporation agrees that no regular employee with **five (5)** or more years of seniority in the bargaining unit shall be laid off from work as a direct result of:

- (a) the performance of work by outside contractors, or
- (b) as a result of technological change in methods.

4.06 The Employer agrees to meet with the union to discuss considerations regarding such issues as reorganization, staff complement and crossing locations prior to such decisions being made.

#### **ARTICLE 5 - REPRESENTATION**

5.01 The Union bargaining and/or grievance committee shall be composed of not more than three (3) representatives.

5.02 The names of the members of the Union Committees shall be given to the City in writing and the City shall not be required to recognize members of a committee until it has been notified in writing of the names of the same.

5.03 All correspondence between the parties arising out of this agreement or incidental thereto, save and except with reference to employee grievance, shall pass to and from the Director, Human Resources and the Secretary of the Union.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible, and it is further understood that any employees with the assistance of the Union Steward may present an oral complaint at any time without resorting to the grievance procedure.

Within the terms of this agreement a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration, or alleged violation of this agreement, including a question as to whether a matter is arbitrable.

6.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than eight working days before the filing of the grievance.

6.03 Grievances shall be adjusted and settled as follows:

Step 1 - The aggrieved employee may present their grievance in writing to the Roads & Transportation Supervisor. They shall have the assistance of the Steward or a member of the Union Grievance Committee if they so desires. If a settlement satisfactory to the employee concerned is not reached within five (5) working days (or any other period of time which may be mutually agreed upon), the grievance may be presented as follows at any time within three (3) working days thereafter.

**Step 2** - The aggrieved employee and/or their Grievance Committee may present his grievance in writing to the Director of Environmental Services. They may also have the assistance of a National Representative of the Union if they so desire. The decision of the Director of Environmental Services shall be given within five (5) working days after the time the matter is presented to them.

**Step 3** - The aggrieved employee and their grievance committee may present their grievance in writing within three (3) working days or such longer period as may be mutually agreed to accommodate the needs of the parties of the reply of the Director of Environmental Services to the City Manager. They shall also have the assistance of a National Representative of the Union. The decision of the City Manager shall be given in writing within five (5) working days after the time the matter is presented to them.

**6.04** If the decision of the City Manager is not satisfactory to the aggrieved employee and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance may be referred by either party to arbitration as provided in Article 7 below at any time within ten (10) working days after the decision of the City Manager has been communicated to the aggrieved employee or to the Union.

## **ARTICLE 7 - ARBITRATION**

**7.01** If either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party and should contain the name of such party's nominee to the Board of Arbitration. The other party shall within ten (10) days thereafter, nominate its member to the Board of Arbitration, and the two so nominated shall endeavour within ten (10) days after their appointment to agree upon a third person to act as Chairman of the Board of Arbitration. If the parties are unable to agree upon a third person within ten (10) days after their appointment, then a third person shall be appointed by the Office of Arbitration of the Ontario Ministry of Labour at the request of either party.

**7.02** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the time limit and in the manner provided.

**7.03** No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

**7.04** Each of the parties hereto shall pay the expense of their own nominees and one-half of the fees and expenses, if any, of the Chairman.

**7.05** The Board of Arbitration shall not have jurisdiction to alter or change any of the provisions of this agreement nor to substitute any new provisions thereof, nor to give any decisions inconsistent with the terms and provisions of this agreement, and shall make a decision in conformity with the terms of the submission to arbitration, which means that the Board shall interpret the actual rights of the parties to the agreement.

**7.06** Proceedings before the arbitrators shall be expedited by the parties hereto. The decision of the Board of Arbitration shall be final and binding on both parties to this agreement. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

**7.07** Any grievance involving the interpretation or application of this agreement which has been disposed of hereunder shall not be made the subject of another grievance.

**7.08** Nothing in this agreement shall prevent the parties to this agreement from agreeing on a single arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator then the cost of such arbitrator shall be shared equally by the parties.

**7.09** At any stage of the complaint or grievance procedure including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses.

**7.10** Prior to proceeding to arbitration the parties may mutually agree to use the services of a Grievance Mediator.

#### **ARTICLE 8 - MANAGEMENT GRIEVANCES**

**8.01** It is understood that the City may at any time request a meeting with the Grievance Committee and a National Representative of the Union to discuss any complaint with respect to the conduct of the Union, its officers or members, in its relationships with the City and that if any such complaint by the City is not settled to the mutual satisfaction of the conferring parties, it shall be treated as a grievance and may be referred to arbitration for determination in the same way and to the same extent as the grievance of any employee. It is agreed that no grievance shall be considered where the circumstances giving rise to it occurred or originated more than 10 working days before the filing of the grievance.

#### **ARTICLE 9 - POLICY GRIEVANCES**

**9.01** Any dispute which concerns the interpretation or alleged violation of this agreement and which involves the interest of the employees as a whole may be taken up by the Union as a policy grievance and processed in accordance with the Grievance Procedure if a written statement of such grievance is lodged with the City Manager within ten (10) working days after the circumstances giving rise to the grievance originated. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

#### **ARTICLE 10 - DISCHARGE CASES**

**10.01** In the event of an employee who has attained seniority being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

**10.02** All such cases shall be taken up within five (5) working days and disposed of within seven (7) working days from the date the employee and the Union is notified of their discharge, except where a case is taken to arbitration.

Notification of discharge as referred to in the preceding paragraph, shall be given in writing to the employee personally, or shall be sent by registered mail to their last reported address and shall include a statement of the reasons for such discharge. Reasons for immediate discharge may include, but not necessarily be limited to:

- (1) absence from duty for more than eight consecutive shifts without notice.
- (2) a statement by the St. Thomas Police Department that they are unable to recommend that the employee continue in the employ of the City.

A claim by an employee who has attained seniority, that they have been unjustly discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged with the Director, Human Resources within five (5) working days after the employee and the Union are notified of their discharge.

**10.03** Such special grievance may be settled by confirming the City's action in dismissing the employee, or by reinstating the employee in their former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

## **ARTICLE 11 - NO STRIKES - NO LOCKOUTS**

**11.01** In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees during the lifetime of this agreement, there shall be no strike either complete or partial and no picketing, and the City agrees during the lifetime of this agreement, there shall be no lockout either complete or partial. Strike and lockout shall be as defined in the Labour Relations Act of Ontario.

**11.02** The City shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slow-down with respect to the City, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 6.00 above.

**11.03** Should the Union claim that cessation of work constitutes a lockout, they may file a grievance with the Director, Human Resources and such grievance may be processed in accordance with the grievance procedure and the arbitration procedure.

## **ARTICLE 12 - WAGES**

**12.01** Effective as of the 1st day of January, 2021 and continuing during the lifetime of this agreement, the City agrees to pay and the employees agree to accept the wages as set out in

Schedule "A", attached hereto.

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**ARTICLE 13 - HOURS OF WORK AND OVERTIME**

**13.01** The following paragraphs and sections are intended to define the normal hours of work.

**13.02** The standard work week for regular "School Crossing Guards" shall be 12 ½ hours per week and the employment period shall extend from the early part of September to the latter part of June in accordance with the normal school year inclusive. The summer period employees are considered to be on layoff. Such duty shall be confined to duty required on days when school is in operation during this period of employment. The daily work schedules can be changed to reflect the respective school for each crossing.

It is also understood, that each regular Crossing Guard will be paid per hour for two and one half hours per day (2 ½) regardless of the schedule. The total time worked per day will not exceed 2 ½ hours. It is agreed that if a regular guard were to work part of a day's schedule, they will be paid the hourly rate per hour times the actual time worked. The replacement spare guard will also be paid the hourly rate per hour times the actual time worked.

In the event a school does not open on a regularly scheduled day due to circumstances beyond their control, such as inclement weather, building conditions or emergency evacuations, scheduled employees will be paid their regular pay for their scheduled shift.

**13.03** On certain days during the year and at certain locations only, an extra shift may be required to accommodate an early closing of a school. An employee shall be entitled to pay for an extra shift in such instances, provided such duty has been authorized in advance by the Director of Environmental Services or delegate.

**13.04** The City shall have the right to extend the hours of employment for any employee or employees on any working day, or the number of days worked in any week.

**13.05** Crossing Guards should be notified as to when school will be scheduled to be closed.

**ARTICLE 14 - EMPLOYEE BENEFITS**

**14.01 Paid Holidays**

(a) The City shall recognize the following paid holidays, falling on a Monday through Friday, for its part-time (Crossing Guard) employees who hold appointments to regular locations and who are on duty on the preceding normal workday. Spare guards employed on the day preceding a Paid Holiday shall be entitled to pay for the holiday.

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day

Thanksgiving Day  
Christmas Day  
Boxing Day  
Professional Development Days

- (b) When a Paid Holiday falls on a Saturday or on a Sunday, employees working the scheduled day before and the day following shall be entitled to one day's pay in lieu thereof, if no alternative day off has been designated.
- (c) Where an employee is required to work on a holiday they shall be compensated therefore at double their normal rate of pay.
- (d) Professional development days for each crossing location shall be as designated and observed by the appropriate schools covered. Where a Crossing Guard works in a location covering more than one (1) school and is therefore required to work when one of the schools declares a Professional Development Day, said Crossing Guard shall be paid the day's wages for so working, when assigned by the Director of Environmental Services, or their designate.

**14.02 Vacations**

- (a) Every part-time Crossing Guard employee holding an appointment to a regular location, and who is on duty the scheduled day preceding and following the Christmas school vacation period and the mid-term school vacation period or on authorized leave of absence, shall be paid the regular shift pay for each shift of each day that school would otherwise be in operation during such school closing periods, provided that a minimum of 80% of the eligible number of shifts have been performed. This payment is in lieu of vacation or vacation pay at the end of the school year.
- (b) Every part-time Crossing Guard employee on the spare list or engaged for a part of the school year and not benefiting from the vacation provisions in 14.02 (a) shall be granted vacation pay in accordance with the provisions of "The Employment Standards Act."

**14.03 Pensions**

Each and every part-time employee shall be entitled to all the rights, benefits and privileges of the Canada Pension Plan in accordance with the regulations of the relevant Act.

**14.04 Bereavement Leave**

All employees will be granted the following leave of absence with pay in the case of a death of the following:

Entitlement	Relationship
5 days	Spouse; child and parent
4 days	Sister; and brother
3 days	Grandchild; father-in-law; sister-in-law; brother-in-law; son-in-law or daughter-in-law, and grandparent
2 days	To attend a service for his grandparent-in-law; aunt; uncle; niece;

	nephew or first cousin including in-laws
1 day	To attend the funeral as a pallbearer. (Honorary pallbearer or flower bearer)

For the purpose of the above, common-law and step relationships shall be recognized. Ex-relationships are not entitled to the bereavement leave benefits indicated above.

The bereavement days must be taken consecutively unless agreed to otherwise by the employee's manager and/or director.

The Employer will give full consideration to granting additional time off without pay upon request by the employee. It is agreed that such request may include time separate and apart from the day of funeral and/or memorial service, and that such requested time off is required for matters associated with the death of one's relative. This may include but not be limited to acting as executor or attending an interment. Such request shall not be unreasonably denied.

**14.05 Jury Duty**

Where an employee who would otherwise be on normal duty with the City is absent by reason of a summons to serve as a juror or of a subpoena as a witness, they may treat the absence as leave with no charge against their credits, but surrender the fee received to the City Treasurer.

**ARTICLE 15 – SENIORITY**

**15.01** Any new part-time Crossing Guard employee appointed to a regular location shall be considered probationary for the first two (2) months and will have no seniority rights during that period. After two (2) months service, their seniority shall date back to the day on which their employment began.

**15.02** Any employee who is on layoff shall continue to accumulate seniority for the first 13 weeks after such layoff. Thereafter, they will retain the seniority they have already acquired but will not continue to accumulate seniority during such layoff.

**15.03** An employee who is absent because of illness shall continue to accumulate seniority for the first eighteen (18) weeks of such absence. Thereafter, they shall retain the seniority they have already acquired but shall not continue to accumulate seniority during their absence.

**15.04** An employee shall lose their seniority only under any of the following circumstances:

- (1) If they are discharged and are not reinstated through the grievance procedure.
- (2) If they resign or quit of their own accord.
- (3) If they are absent from work for a period in excess of twenty-four (24) months, unless, in the case of illness, the employee can provide a medical prognosis of the likelihood to return to duties within a reasonable time.

**15.05** A seniority list shall be prepared by the City in January of each year and a copy thereof shall be sent to the Administrative Assistant/Office Coordinator- E.S. and the Union. In June of each year a seniority list of spare crossing guards will be sent to the Administrative Assistant/Office Coordinator- E.S.

**15.06** Part-time Crossing Guard employees appointed to the "spare list" shall be considered as probationary until such time as they have worked a total of 160 shifts and thereafter, seniority shall accumulate. Such employees moving from the "spare list" to a regular location shall have their service, while serving as a spare, count for purposes of calculating seniority.

**15.07** Seniority shall mean the length of service with the employer within the bargaining unit and shall be used in determining preference for job posting, transfer and layoff.

## **ARTICLE 16 - SAFETY AND HEALTH**

**16.01** The City shall continue to make adequate provisions for the safety and health of its employees during the hours of employment. The Union agrees to assist the City in maintaining proper observation of all safety and health rules.

**16.02** Crossing Guards shall be provided with a Safety Vest, "STOP" paddle and whistle. All equipment provided to Crossing Guard employees as stated herein shall remain the property of the City, and it shall be the responsibility of the employee to maintain his equipment in good condition, subject to replacements being issued at the City's expense for items no longer serviceable due to normal wear and tear.

At the conclusion of employment in this capacity, all items in the possession of the Crossing Guard employees will be returned to the City.

All Crosswalks shall be marked and signed in accordance with current standards from the Ministry of Transportation in Ontario.

**16.03** The City will supply each Crossing Guard appointed to a permanent location, with an orange parka the ownership of which shall be retained by the City. The employee shall keep this parka clean and in good repair for an anticipated duration expectancy of approximately five (5) years from the time of issue. Upon termination of employment prior to that period of time, the clothing is to be returned to the City by the employee.

On the first full pay following the commencement of the school year, Crossing Guards shall be provided a payment of one hundred and seventy-five dollars (\$175.00) toward the cost of winter wear and rain gear.

**16.04** All of the items set forth in articles 16.02 and 16.03 shall be for the employee's personal use and shall only be used and worn while in the performance of their duties as a Crossing Guard.

## **ARTICLE 17 - LEAVE OF ABSENCE**

**17.01 Union Leave**

The City shall grant leave of absence without pay to two part-time employees selected by the Union to attend Union conventions or conferences for a period or periods not exceeding fifteen working days in the aggregate in any calendar year, provided that this shall not interfere with the efficient operation of the department. It is agreed that such leave of absence shall not be unreasonably withheld.

In the case of such leave, the employer shall continue to pay the employees and will bill the Union for the wages and benefits concerned.

**17.02 Unpaid Leave**

Leave without pay may be granted by the Director, Human Resources for a period not in excess of three (3) months. All leaves in excess of three (3) months must be approved by resolution of Council. Leave shall not be granted for the purpose of taking other employment for hire, except in the case of employment with CUPE, the CLC or OFL, which shall not exceed two (2) years. Only one (1) Crossing Guard at a time shall be granted scheduled time off.

**17.03 Leave of Absence**

For requests for time off, other than due to illness, or emergency, employees shall provide the employer with a minimum of forty-eight (48) hours advance notice. In the case of time off due to illness, injury, or emergency, employees shall provide as much advance notice as possible.

**17.04 Pregnancy/Parental Leave**

The Employer shall grant pregnancy/parental leave in accordance with the Employment Standards Act.

**ARTICLE 18 - GENERAL**

**18.01** Whenever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

**18.02** Both parties agree that a new contract document will be drafted between the parties should any new employees (other than Crossing Guards) be engaged whose duties place them within the scope of the Recognition Clause of this agreement.

**ARTICLE 19 - JOB POSTING**

**19.01** All new positions or vacant positions within the part-time employees bargaining unit shall be posted concurrently with any public advertisement for such positions. Any employee desiring to be considered for transfer to any such position may make application to Human Resources in writing, on or before the date fixed in the posting.

**19.02** In the consideration of applicants all current part-time Crossing Guard employees, including "spare list" employees, shall have first consideration for such vacancies.

**19.03** In the case of a temporary opening due to the absence of a Crossing Guard, the position will be offered to the most senior "spare" Crossing Guard who shall have first right of refusal. Then to the next senior Crossing Guard and so on. If a "spare" Crossing Guard with more seniority is currently replacing another part time Crossing Guard, then they will not be eligible for this new placement.

**19.04** An employee who is unable, through injury or illness or advancing years, to perform their normal duties shall be provided with suitable alternate employment they are qualified to perform, where such exists, provided no other employee shall thereby be deprived of their job. Employees who are placed in the alternate employment shall receive the rate of pay applicable to the alternate employment. No employee shall be transferred to alternate employment against the employee's will.

#### **ARTICLE 20 - DEDUCTION OF UNION DUES**

**20.01** The City agrees during the lifetime of this agreement to deduct from the pay of all employees who have attained seniority and who are covered by this agreement on the first pay day of each calendar month the duly authorized monthly union dues and shall remit same prior to the end of such month to the Secretary of the Union. The said sum shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

#### **ARTICLE 21 - DURATION**

**21.01** This agreement shall become effective as of the 1st day of January, 2021 and shall remain in full force and effect until the 31st of December, 2024 and from year to year thereafter, unless notice of intention to terminate or amend this agreement is given by either party not more than ninety days before the termination of the said agreement.

#### **ARTICLE 22 - LAYOFF AND RECALL**

**22.01** The Corporation will give employees at least ten (10) working days notice of any layoff or pay in full for any lost earnings as a result of such notice not being given, to a maximum of ten (10) days regular straight time pay.

**22.02** In the event of a layoff, employees shall be laid off in the reverse order of their unit-wide seniority. An employee about to be laid off may bump a less senior employee, providing they have the demonstrated qualifications, capability and physical capacity to perform the work of the less senior employee.

**22.03** Employees shall be recalled by personal contact or failing that, by registered mail, in the order of their seniority, provided that they are qualified in accordance with the provisions of Article 22.02.

**22.04** New, temporary, or casual employees shall not be hired until those laid off have been given an opportunity of re-employment subject to the provisions of Article 22.02.



**SCHEDULE "A"**  
**WAGE SCHEDULE**

<b>Effective Date</b>	<b>Rate</b>
January 1, 2021	\$15.97/hour
September 7, 2021	\$18.47/hour
January 1, 2022	\$18.77/hour
January 1, 2023	\$19.10/hour
January 1, 2024	\$19.43/hour

Note: Subject to annual layoff, the employer will maintain the position of Spare Guard who will be paid for all hours worked but not less than two and a half (2.5) hours per week unless the Spare Guard refuses or is unable to work after being given not less than twenty-four (24) hours notice that his or her services will be required.