

**COLLECTIVE AGREEMENT**

Between

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

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 35**

(Outside Workers)

**EXPIRES: December 31, 2024**

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THIS AGREEMENT is made and entered into

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 35

Affiliated with the CANADIAN LABOUR CONGRESS

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 its employees 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 Union as the sole bargaining agency for all employees of the City employed in the Road Section, Water & Sewer Section and Pollution Control Section of the Environmental Services Department and operational staff of the Parks, Recreation & Property Management Department with the exception of Foreperson and any rank above and those employees covered by a subsisting Collective Agreement.

### **ARTICLE 3 - RELATIONSHIP**

3.01 All employees who are now members shall remain members and any new employees shall become members and shall remain members of the Union in good standing during the lifetime of this agreement provided, however, that the provisions of this article shall not apply to temporary employees unless and until such temporary employees have been continuously employed for a minimum of thirty (30) calendar days. For the purpose of this article continuity of service is not considered interrupted unless a lay off is experienced for more than ten (10) days.

3.02 During the lifetime of this agreement, the City shall deduct from the pay of all employees covered by this agreement the duly authorized union dues and shall remit same prior to the end of such month to the Secretary-Treasurer of the Union. The said sums 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 sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

It is understood and agreed that the provisions of this article shall not apply to temporary employees unless and until such temporary employees have been employed for a minimum of thirty (30) calendar days in any sixty (60) calendar day period.

3.03 The City and Union agree that no employee shall in any manner be discriminated against intimidated, 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 the Union.

**3.04** Unless otherwise mutually agreed, the Union agrees that neither it nor its members shall engage in Union activities during working hours or hold meetings at any time on the premises of the City save and except Union activities concerned with the administration of this agreement.

**3.05** The Union indemnifies the City from any and all claims which may be made against the City for amounts deducted from pay as herein provided.

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

**4.01** The Union acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer, classify and suspend employees, and also the right of the City to discipline or discharge any employees for just cause subject to the terms of this agreement. The question of whether one of these rights is limited by this agreement may be decided through the grievance procedure.

**4.02** The Union further recognizes the right of the City to manage the affairs of the Departments in all respects. The location of the operation, 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 operations, buildings, machinery, tools and employees 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 cause same to be duly posted on the bulletin board, provided that the Union may render any suggestions on the rules and regulations or amendments thereto to the Director, Human Resources. It is not the intention of the employer to affect an employee outside their hours of employment save as the employment relationship may be affected.

**4.03** The Corporation undertakes to give every regular employee in the Bargaining Unit as steady employment as the nature of the work permits. This undertaking shall not however, be construed as a guarantee by the Corporation to give steady employment to regular employees. In order to provide security for the members of the Bargaining Unit, the Corporation further agrees that performance of work by outside contractors shall not be the cause of layoff of any regular employee.

#### **ARTICLE 5 - GRIEVANCE COMMITTEE**

**5.01** The City shall recognize a grievance committee selected or appointed by the Union. The composition of this committee shall be one Chief Steward and five stewards –one from the Parks Section, one from Recreation, one from the Roads Section, one from the Water & Sewer Section and one from the Pollution Control Section. The City shall be advised of the names of the stewards and shall be notified of any change from time to time. The Stewards shall be regular employees of the City. The Chief Steward and/or Stewards shall be allowed time during working hours to investigate grievances, provided the approval of their immediate supervisor has first been obtained, subject to the right of the City to limit such time if it deems it to be excessive.

#### **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 employee with the assistance of the Shop 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 arbitral.

Group Grievance- A group grievance may be presented when two (2) employees in the bargaining unit are similarly affected by the interpretation of application of the Collective Agreement.

**6.02** No grievance shall be considered:

- (a) where the circumstances giving rise to it occurred or originated more than ten working days before the filing of the grievance.

**6.03** Grievances shall be adjusted and settled as follows:

Step 1

The aggrieved employee and their Steward or Chief Steward shall submit their grievance in writing to the supervisor. The grievance shall specify the facts, details and the Article(s) claimed to be violated or relied upon and remedy sought. The supervisor shall meet with the grievor and their Steward or Chief Steward to try to resolve the grievance, within three (3) working days of the submission of the written grievance, exclusive of weekends and holidays. The supervisor shall render their decision in writing within three working days of the meeting, excluding weekends, holidays or any other period of time which may be mutually agreed upon between the parties. If the decision is not satisfactory, the Union may proceed to Step No. 2 within three (3) working days of the receipt of the response, excluding weekends and holidays.

Step 2

The Union may present the written grievance to the appropriate Director or their designate, who shall convene a meeting with the Union Steward or Chief Steward and the grievor within three (3) working days of receipt of the grievance, excluding weekends, holidays or any other period of time which may be mutually agreed upon, in order to try to resolve the grievance. A written decision shall be rendered within three (3) working days of the foregoing meeting, excluding weekends and holidays. If the decision is not satisfactory, the Union may proceed to Step 3 within three (3) working days of receipt of the written response, excluding weekends and holidays.

Step 3

A meeting shall be held between the Grievor, the Grievance representative, the National Representative and the City Manager, the applicable Department Head and any other employer representative deemed appropriate, within ten (10) days of receipt of the grievance at Step three (3) or such longer period as may be mutually agreed, to accommodate the parties. The decision of the City Manager shall be given in writing within (10) working days, excluding weekends and holidays, or such longer period as may be mutually agreed to accommodate the parties.

**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 fourteen (14) working days after the decision of the City Manager has been communicated to the aggrieved employee or to the Union.

**6.05** The Union may have the assistance of a National Representative of the Union during negotiations, grievances or in dealing with any matter concerning administration of this agreement.

**6.06** Copies of written replies shall be given to the Chief Steward.

**6.07** Prior to proceeding to arbitration, the parties may mutually agree to utilize a Grievance Mediator.

## **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 shall 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.

**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 nominee 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 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 employees concerned as witnesses.

## **ARTICLE 8 - MANAGEMENT GRIEVANCES**

**8.01** It is understood that the management 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 or other employees and that if such complaint by the management 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 an employee.

## **ARTICLE 9 - POLICY GRIEVANCES**

**9.01** A policy grievance is a complaint by the union that an action of management (or its refusal to act) is a violation of the agreement that could affect all who are covered by the agreement. It is processed in accordance with the grievance procedure if a written statement of such grievance is lodged with the City Manager within 14 working days after the circumstances giving rise to the grievance became known or should have become known to the Union. All preliminary steps of the grievance procedure prior to Step No. 3 shall 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 3 working days and disposed of within 7 working days of the date the employee and the Union are notified of their discharge, either personally or by registered mail except where a case is taken to arbitration. A claim by an employee who has attained seniority that he has been unjustly discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged with the appropriate Director within 3 working days after the employee and the Union is notified of their discharge. All preliminary steps of the grievance procedure prior to Step No. 2 shall be omitted in such cases.

**10.03** Such special grievances may be settled by confirming management'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.

**10.04** An employee shall have the right to have access to and review their personnel file once a year, upon reasonable notice.

Any discipline shall be removed from an employee's personnel file eighteen (18) months after its inclusion.

## **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 that there shall be no strikes and the City agrees that there shall be no lockouts as long as this agreement continues to operate in accordance with the Ontario Labour Relations Act. The definition of "strike" or "lockout" shall be as defined in the Labour Relations Act of Ontario.

## **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 Union agrees to accept the Schedule of Wages set out in Schedule "A" hereto annexed and forming part of this agreement.

**12.02** Pay days for all employees covered by this agreement shall be every second Thursday. Where a holiday intervenes pay day shall be on the day preceding.

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

### **13.01 ROADS/TRANSPORTATION & WATER/SEWER**

The normal work week shall consist of 40 hours per week comprised of 5, eight-hour days, Monday to Friday. So far as is practical and consistent with getting the necessary work done, the normal hours shall be 7:30 a.m. to 3:30 p.m. inclusive of a twenty (20) minute paid lunch.

**13.02** Every eight (8) hour shift shall be a continuous work period and shall not be split. On work that is regularly required to be performed at other than the normal work period hours, the work week of forty (40) hours shall be adjusted to suit the requirements of the job provided the employee shall not be required to work more than eight (8) hours per day on any five (5) days of the week (Monday to Friday) except in cases of extreme emergency. If an employee so desires, they shall be free to enjoy a ten (10) hour rest after completing one regular work period on any shift before returning for a further shift within any twenty-four (24) hour work period.

### **13.03 PARKS AND FORESTRY**

The normal work week shall consist of 40 hours per week comprised of 5, eight-hour days, Monday to Friday. So far as is practical and consistent with getting the necessary work done, the normal hours shall be 7:30 a.m. to 3:30 p.m. inclusive of a twenty (20) minute paid lunch.

Temporary employees shall work flex hours as determined by the Supervisor, Monday through Sunday, provided such arrangement does not adversely affect full time staff opportunities for normal overtime generally associated with full time staff.

**13.04** Every eight (8) hour shift shall be a continuous work period and shall not be split. On work that is regularly required to be performed at other than the normal work period hours, the work week of forty (40) hours shall be adjusted to suit the requirements of the job provided the employee shall not be required to work more than eight (8) hours per day on any five (5) days of the week (Monday to Friday) except in cases of extreme emergency. If an employee so desires, they shall be free to enjoy a ten (10) hour rest after completing one regular work period on any shift before returning for a further shift within any twenty-four (24) hour work period.

### **13.05 POLLUTION CONTROL**

Except in cases of emergency, employment shall be on a shift basis with shifts normally from 8:00 a.m. to 4:00 p.m. inclusive of a twenty (20) minute paid lunch. Employees working on Saturdays, Sundays or any paid holiday, may, with management approval, work any continuous eight (8) hour period between 6:00 a.m. and 6:00 p.m. Management reserves the right to set this eight (8) hour time period to accommodate specific work requirements.

Every eight (8) hour shift shall be a continuous work period and shall not be split. On work that is regularly required to be performed at other than the normal work period hours, the work week shall be adjusted to suit the requirements of the job, provided the employee shall not be required to work more than forty (40) hours per week.

Except in cases of emergency, normal hours of work for the position of Maintenance Mechanic shall be 8:00 a.m. to 4:00 p.m.

### **13.06 RECREATIONAL FACILITIES**

The core operating hours will be 8:00 a.m. to 12:00 midnight. Where practical, employees shall be scheduled either from 8:00 a.m. to 4:00 p.m. or 4:00 p.m. to 12:00 midnight inclusive of a twenty (20) minute paid lunch.

Facility rentals or other operational needs may dictate that a facility be available outside of the core operating hours. In such cases, the City may schedule an employee's shifts to accommodate the facility rentals or other operational needs.

Employees shall be paid overtime in accordance with the provisions of Article 13.08 for hours worked in excess of the normal hours of work or optionally, at the discretion of the Director of Parks, Recreation and Property Management or their designate, may elect to leave their place of work after their eight (8) hour shift.

Temporary employees shall work flex hours as determined by the Supervisor, Monday through Sunday, provided such arrangement does not adversely affect full time staff opportunities for normal overtime generally associated with full time staff. Casual employees will be allowed to work ten (10) hour shifts, 80 hours per pay period.

Schedules shall be posted not less than four (4) weeks in advance.

**13.07 GENERAL**

(a) The City shall have the right to extend the hours of employment for any employee or employees on any working days, or the number of days worked in any week, subject to extenuating circumstances for which the employee may be excused. The City also retains the right to send temporary employees' home without pay due to inclement or hot weather.

(b) Subject to the provisions of Article 13.07(a) there shall be no change to an employee's scheduled shifts unless the employee is provided with as much advance notice as possible, but in no case less than seventy-two (72) hours with the exception of winter roads maintenance which shall be as follows: time scheduled for the upcoming night prior to the end of the workday shall be deemed a shift change. If called out with no advance notice, will be considered overtime and be paid as per Article 13.08.

**13.08** Overtime at the rate of time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of the normal hours of work Monday to Saturday inclusive. Overtime, for all hours worked in excess of the normal hours of work, on a Sunday, shall be paid at the rate of double the employee's regular hourly rate. The provisions of this article are subject to the provisions of Article 15.01 respecting Paid Holidays.

Optionally, where mutual agreement exists between an employee and their supervisor, time off in lieu of overtime up to a cumulative maximum of eighty (80) hours within a year may be taken at a mutually agreeable time between said employee and supervisor.

For the purpose of this Article the year shall be January 1<sup>st</sup> to December 31<sup>st</sup> inclusive. If by December 31<sup>st</sup> the employee has not used their bank time in lieu of overtime, the employee will be paid out or alternatively the employee may elect to carry over the unused time to the next year providing he has made such declaration no later than December 1<sup>st</sup>. In such circumstances where the employee carries over unused time, the total banked hours will not exceed a maximum of eighty (80) hours within that year.

The amount will be paid out in January of the following year, on the pay but as a separate item on the deposit.

Employees shall be allowed to cash out all or part of their banked hours once per year each year. Employees requesting such pay out must submit in writing the request to their immediate supervisor. Provided employees have submitted their request prior to payroll cut off, the pay out shall be deposited on the next pay date.

Any hours accumulated over and above the eighty (80) hours will be paid out during the pay period immediately following the time in which it was accumulated.

**13.09** When an employee's eight (8) hour shift is extended by four (4) or more hours, the employee shall be given a meal allowance of ten dollars (\$10), fifteen dollars (\$15) effective September 8, 2021.

**13.10** The parties hereto shall make reasonable efforts to provide for the equitable distribution of overtime among all employees qualified to perform the work in question.

Call-in procedures for Public Works will be as follows:

- Roads
  - 1<sup>st</sup> call - roads section
  - 2<sup>nd</sup> call water/sewer section
  - 3<sup>rd</sup> call mechanics
  - 4<sup>th</sup> call - temporary employees
  
- Water/Sewer -
  - 1<sup>st</sup> call - water/sewer section
  - 2<sup>nd</sup> call roads section
  - 3<sup>rd</sup> call mechanics
  - 4<sup>th</sup> call temporary employees

It is understood only qualified staff will be eligible for call-in's and it is also understood that when an employee is called in, they will be paid at their appropriate wage rate or the rate paid for the position called in for, whichever is the higher rate.

An employee who is absent from work due to sick leave, shall not be eligible for overtime until such employee has returned to work their regular shift.

13.11 Any employee who has completed their regular shift and has left their place of employment and is recalled, or is on a day off or a paid holiday and is called to work, shall receive a minimum of three (3) hours pay at the rate of time and one-half their regular hourly rate once they have arrived at the work location. The premium is not paid to the employee on Stand-by.

13.12 Stand-by call duty shall be voluntary so far as is possible, provided that in the event insufficient qualified employees are available, the City shall have the right to assign stand-by. Any employee required to perform stand-by shall perform stand-by for a week at a time (from the expiry of the shift on Thursday to the beginning of the shift on the following Thursday).

The Corporation shall have the right to assign mandatory stand-by duties should the number for employees who have agreed to work said stand-by fall below the following in each section:

Department	Number
Roads	6
Water	8
Fleet Maintenance	2
Pollution Control	4
Recreation Facility	6
Parks	3

Employees shall be paid \$37.00 per day, effective September 8, 2021 \$40.00 per day for stand-by duty Monday - Friday and \$58.00 per day, effective September 8, 2021 \$60.00 per day, Saturdays, Sundays and Paid Holidays, or per the ESA, whichever is greater.

Employees performing stand-by duties shall not be entitled to premium pay other than as provided for in this Article.

Parks employees and Recreation employees shall be able to transfer their stand-by call duty remuneration to the equivalent amount of banked time off in lieu of such payment and is subject to the applicable provisions of Article 13.08.

### **13.13 VEHICLE USE STAND-BY**

(a) Corporate vehicles used for stand-by on call duty shall be used for the sole purpose of transportation of the stand-by employee to and from their principal residence, to and from the work site and provided that the most direct route to and from work is driven.

(b) Corporate vehicles are not to be used for the conduct of personal business and may not be substituted for the “family” vehicle if an employee chooses to leave their personal vehicle in a City yard while performing stand-by duties. The City has the right to check the vehicles GPS at any time to ensure employees are not using the corporate vehicle for any other use.

(c) Without exception, any employee who violates these conditions will without recourse lose the privilege of using a corporate vehicle for stand-by on call duty. In addition, in order for such employees to remain on the rotation for on call duty, they will be required to respond to any call in the same timely manner as those provided with a corporate vehicle.

### **13.14 SCADA SYSTEM STAND-BY**

Employees performing Stand-by duties and responding to alarms from their pagers for the SCADA system via their telephone, will receive fifteen (15) minutes pay for each call over and above two calls for “nuisance alarms” per stand-by shift. This will be on top of their regular Stand-By premium.

A nuisance call is, if after acknowledging an alarm notification of the same condition is received again and no further action is required by the operator other than alarm acknowledgement, then that condition is considered a nuisance alarm. It is understood that all alarms must be read and responded to whether nuisance or legitimate alarms. Any concerns must be brought forward to the Supervisor on-call. This premium does not apply should the call require the employee to be called out.

### **13.15 (A) ROADS/TRANSPORTATION & WATER/SEWER:**

Exclusive of temporary employees a shift premium of \$1.20, per hour, will be paid to shifts commencing between the hours of 3:30 p.m. and 7:30 a.m.

### **(B) PARKS:**

Exclusive of temporary employees a shift premium of \$1.20, per hour will be paid to shifts commencing between 3:30 p.m. and 7:30 a.m.

### **(C) POLLUTION CONTROL:**

Exclusive of temporary employees a shift premium of \$1.20, per hour will be paid for all regularly scheduled hours worked between 4:00 p.m. and 8:00 a.m.

When it is required that an Operator at the Pollution Control Plant needs to be assigned the Overall Responsible Operator duties, the City will pay \$47.50 per day, Monday to Sunday and including Paid Holidays.

### **(D) RECREATIONAL FACILITIES:**

Exclusive of temporary employees a shift premium of \$1.20, per hour will be paid for all regularly scheduled hours worked between 4:00 p.m. and 8:00 a.m.

Only the base rate will be considered in overtime calculations. Shift premiums will not be paid when overtime premiums are being paid.

**13.16** Overtime hours may be used when necessary to ensure full contributions are paid to the pension plan.

### 13.17 ATTENDANCE AT TRAINING SEMINARS

When the employer requires an employee to attend off site training or seminars, the following applies:

- a) Time in attendance at the training/seminar shall be considered as work time, regardless of the start and/or finish time) and compensated as a regular workday.
- b) Travel time, outside of the regular workday shall be compensated as overtime as per the Collective Agreement
- c) When an employee is required to attend a training/seminar on a regularly scheduled day off such time (regular workday hours) shall be reimbursed as time off in-lieu at a mutually agreeable time or as banked time as per the Collective Agreement.

## ARTICLE 14 - EMPLOYEE BENEFITS

### 14.01 Sick Leave

Employees shall be granted on January 1 of each year, nine (9), casual sick leave days. Fifty percent (50%) of these unused casual days may either be paid out to the employee following year end or be banked and used as vacation in the year following. If used as extra vacation days, they must be used in the year following and cannot be carried over to any other year. Employees wishing to bank the time as vacation, must inform Human Resources no later than December 31. Employees must choose one option or the other, not a combination of the two.

An employee may utilize up to three (3) casual sick leave days per year without substantiating the reason, for dealing with personal issues. Such days must be identified as being for personal reasons and must be authorized by the Employer, which authorization shall not be unreasonably denied.

An employee who leaves employment throughout the year, shall have their nine (9) sick days pro-rated before calculating the pay-out.

### 14.02 Short Term Disability

- (a) The Corporation shall provide at its expense, a Short-Term Disability (STD) Plan for all full-time employees covered by this agreement as fully described in the Master Policy.
- (b) The plan will provide a benefit of 70% of the employee's gross pre-disability average weekly earnings, to the plan ceiling which shall be reviewed after the settlement of each Collective Agreement.
- (c) STD benefits shall be payable as follows:

1st day	- Non-Occupation accident
	- Hospitalized Illness
4th day	- Non-hospitalized illness
- (d) Employees may utilize any accumulated paid leave credits to cover any days not covered by the insured plan.
- (e) When the Corporation acknowledges any hardship on the employee through no cause of their own, it shall provide an advance of the approved amount on the payday the delay occurs. When payments are received from the carrier, the employee shall forthwith reimburse the Corporation for monies advanced. If the payment from the carrier is not sufficient to cover advances paid, the employee shall forthwith reimburse the Corporation for monies owing or have the amount deducted from any salary owing. To qualify for the above noted provision, the claim forms must be completed within five (5) days from the date of disability.
- (f) Benefit coverage as per the Collective Agreement shall be continued while an employee is on STD.

#### **14.03 Long Term Disability**

- (a) The Corporation shall provide at its expense, a Long Term Disability (LTD) plan for all full-time employees covered by this agreement as fully described in the Master Policy.
- (b) The Plan provides a benefit of 66 2/3% of pre-disability average monthly earnings, to the Plan ceiling, for illnesses or injuries extending beyond 75 working days, to the extent that the total disability income from all sources does not exceed 85% of the net pre-disability income.
- (c) Benefits are payable until the employee ceases to be totally disabled or their 65th birthday, whichever occurs first.
- (d) Health and Welfare benefits described in Article 14.04 and 14.05 only, shall be continued for the rehabilitation provision (24 months) of the LTD plan.

#### **14.04 Pensions**

Each and every employee shall be entitled to all the rights, benefits and privileges in accordance with By-Law No. 3540 the Pension By-Law, By-Law No. 83-62 O.M.E.R.S. and any other By-Law or By-Laws which deal with pensions to Civic Employees on attainment of normal retirement age of 65 years or such other age as may be defined in the respective plan or plans.

#### **14.05 Hospitalization and Medical Benefits**

- (a) The City shall pay on behalf of each participating employee 100% of the premium cost of the employee's participation in the following:
  - Ontario Health Insurance Plan (EHT)
  - Semi-Private Hospital Care
  - Extended Health Care Plan (No deductible on prescription drugs. Voluntary generic drug plan. No over-the-counter drugs.)
  - Paramedical: \$1,500 per calendar year, \$1,750 per calendar year effective January 1, 2022 for each employee and eligible dependents (includes Physio, Clinical Psychologist and mental health practitioners, Massage Therapy, speech pathologist, chiropractor, osteopath, chiropodist, podiatrist or naturopath.)
  - Deluxe Travel Plan
  - Vision Care - \$500/24 months and \$100/24 months, \$125/24 months effective January 1, 2022 for an eye exam.
  - CPAP to a maximum of \$860, as per assistive devices section and program from the Government
  - Dental coverage current Ontario Dental Association Approved Fee Guide
    - 100% for Basic Services- Level I
    - 100% for Supplementary Basic Services- Level II
    - 50% for Dentures- Level III
    - 50% for Major Restorative Services- Level IV
    - 50% for Orthodontics- Level V
      - Benefit Maximums:
        - Unlimited for Level I, II and III
        - Level IV Restorative - \$1000 per calendar year
        - Level V Orthodontics - \$2,500 per lifetime,
- (b) The foregoing provisions shall apply to employees who are on layoff for the first three months of such layoff.
- (c) Employees who are utilizing the benefits described herein shall inform the employer of any change in marital status, number of dependents who may utilize these benefits and of duplicate employer paid benefits. In the case of duplicate employer paid benefits, the employer will discuss with the employee, the desire to alter the City's benefit coverage to eliminate any unnecessary duplication of cost.

- (d) Any employee who has a minimum of ten (10) years continuous employment with the City of St. Thomas and who qualifies for a normal or unreduced early retirement benefit from OMERS, shall have the benefits of Article 14.05 (a) provided to age 65 by the City. Coverage will cease if the employee dies before age 65.

This benefit is for employees retiring on or after January 1, 2008 and who qualify for a pension as above: In the case of the death of a retiree, as defined above prior to age 65, benefits shall continue for the spouse until they reach the age of 65, remarry, live common-law or have or obtain benefits through another employer.

#### **14.06 Group Life Insurance**

- (a) The City will pay on behalf of each insured employee 100% of the premium cost of the employee's participation in the Group Life Insurance Plan exclusive of dependent group coverage which shall be optional at the expense of the employee in accordance with the terms and conditions set forth in the master policy between the Company and the City. The amount of coverage for employees covered by this agreement shall be two (2) times the member's annual salary to the next \$1,000.00.
- (b) The foregoing provisions shall apply to employees who are on layoff for the first three (3) months of such layoff.

#### **14.07 Workplace Safety and Insurance Board**

An employee in receipt of a Workplace Safety and Insurance Board award for injuries suffered during the course of employment shall be paid in addition to the award the difference between the amount of such award and their normal salary or wages provided that such amount of difference is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted.

**14.08** The City reserves the right to select or alter the carrier of any benefit program provided a comparable level of benefit is maintained and provided further, that the Union shall be notified and shall have the right to make representation to the City with respect to any proposed changes.

### **ARTICLE 15 – PAID HOLIDAYS**

**15.01** (a) The City shall recognize the following paid holidays for its employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Last Working Day before Christmas
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Family Day	

The parties shall meet prior to January 31<sup>st</sup> of each year to determine the format for the Christmas Shut Down.

- (b) When an employee on static shift is required to work on a paid holiday, they shall be paid overtime at the rate of double time their hourly rate and in addition, may elect to be paid eight hours pay at their regular hourly rate in lieu of said paid holiday or have an alternative day off in conjunction with their annual vacation in lieu of said paid holiday.
- (c) When a paid holiday falls on a day off of an employee on a rotating shift, they shall be paid eight (8) hours pay at their regular hourly rate and shall receive an alternative day off without pay. Optionally, an employee may elect, by providing written notice to their Supervisor, to receive future alternate days off with pay as provided in this article. Alternate days off shall be taken at a time mutually agreed upon between the employee and their Supervisor within one year, (unless mutually agreed otherwise), following the actual date of the paid holiday.

- (d) When a paid holiday falls on a scheduled work day of an employee on a rotating shift, they shall be paid overtime at the rate of double their regular hourly rate and in addition may elect to be paid 8 hours pay at their regular hourly rate in lieu of said paid holiday, or have an alternative day off in conjunction with their annual vacation in lieu of said holiday, or on a day mutually agreed between the employee and the department supervisor within one year, (unless mutually agreed otherwise) following the actual date of the paid holiday.
- (e) When a Paid Holiday as defined in Article 15.01 (a) above, falls on a Saturday or Sunday in any year, those employees on static Monday to Friday shifts shall be entitled to receive an alternative normal working day off with pay provided such day is taken within one year of the actual date of the Paid Holiday and further provided, that the day requested is mutually satisfactory to the employee and the Department Head concerned.
- (f) Employees absent the scheduled working day previous to or following a Paid Holiday as set out above shall forfeit pay for the paid holiday except when on authorized leave of absence.

**ARTICLE 16 - VACATIONS**

**16.01**

(a) Every employee shall be granted an annual vacation with pay according to their credited service as follows:

< 1 Yr	1 day per month of employment (to a maximum of 10 working days)
1Yr, < 3 Yrs	2 weeks
3 Yrs, <7 Yrs	3 weeks
7 Yrs, <14 Yrs	4 weeks
14 Yrs, <23 Yrs	5 weeks
23 Yrs	6 weeks

> More than

< Less than

Every employee who does not otherwise qualify under the provisions of this section shall be paid in accordance with the provisions of the Employment Standards Act. Should an employee leave employment in the year they are to advance in vacation allotment, the anniversary date of their hire will be used to determine eligibility of an increase in vacation.

It is further understood and agreed that January 1<sup>st</sup> of the current year will be used when calculating the pay out of any earned vacation credits on retirement, termination and/or in the event of death of any employee while in the service of the City and shall be pro-rated.

- b) An employee's vacation period and pay shall be based on their normal work week and their regular rate but shall not include any shift premium, overtime or other increments. Employees may take time for vacation less than a half (½) day or whole day, providing the time taken less than one day is in periods of one (1) complete hour.
- (c) When a paid holiday falls on a day of an employee's scheduled vacation, they shall be entitled to an additional day of vacation with pay. The necessary arrangements shall be made with the Department Head or their representative prior to the commencement of the vacation period.

Submission dates	For vacation days	Posting Date	
March 1st	April 16 to December 31	April 15 <sup>th</sup>	Vacation requests submitted will be considered by seniority
September 1 of the previous year	January 1 to April 15 <sup>th</sup>		Vacation requests submitted will be considered by seniority

Managers and/or Supervisors will determine annually and communicate to employees by February 15<sup>th</sup> the maximum number of employees that can be granted vacation at any given time.

- (d) Any requests for vacation time off for this time frame after September 1<sup>st</sup> will be considered on a first come basis.
- (e) No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty, or where an employee is off sick and being paid from accumulated sick or overtime credits. In the event an employee is removed from the active payroll, vacation shall be calculated only on those regularly scheduled hours which they have worked or for which a STD payment has been made.
- (f) Any member who has vacation left over at year end will automatically have their vacation, up to the maximum of five (5) days, carried over to the following year.
- (g) In the event that an employee's vacation is interrupted as a result of an accident or illness where they qualify for Short Term Disability or bereavement leave the time so spent shall be considered as sick leave, as provided in Article 14, or bereavement leave as provided in Article 24. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

## **ARTICLE 17 - SENIORITY**

**17.01** In all cases of promotion or transfers, except promotion to positions excluded from the bargaining unit, the following factors shall be applied:

- (a) seniority,
- (b) skill, competence, and efficiency.

Where the qualifications in factor (b) are relatively equal, factor (a) shall govern. Promotion shall mean advancement to a job which carries a higher rate of pay. Seniority shall mean length of service in the employ of the City and shall operate on a bargaining unit wide basis. The provisions of this article will be read subject to the conditions of Article 17.07.

**17.02** Any new employee shall be considered probationary for the first six (6) months of employment and shall have no seniority rights during that period. After six (6) months service their seniority shall date back to the date on which their employment began. The service of a temporary employee who is reclassified as probationary shall be considered as concurrent with their probationary period. When a probationary period is interrupted by illness or injury or any other unpaid interruption of the probationary period, the probationary period shall be extended by the number of days missed which exceeds two (2) weeks.

**17.03** For all the purposes of this agreement a regular employee shall mean an employee who has completed their probationary period and attained seniority.

**17.04** Seniority shall cease and employment terminates under any of the following circumstances:

- 1) If the employee is discharged and is not reinstated through the grievance procedure;
- 2) If they resign or quit on their own accord. The employee shall have 24 hours to rescind their resignation in writing
- 3) If they have been laid off for a period of less than twenty-four (24) months and fails to report for work within five (5) working days after being notified of their recall to work by registered mail to their last recorded address on file with the employer;
- 4) If they are in receipt of LTD or WSIB benefits for a continuous period of 24 months subject to applicable legislation.
- 5) If they have been laid off or on unpaid leave of absence for a continuous period in excess of 12 months, unless the leave has been granted for the purpose of working with C.U.P.E., the CLC or the OFL.
- 6) If they are absent from work in excess of two working days without permission unless their absence was due to illness or unavoidable cause.

**17.05** A seniority list shall be prepared by the City and shall be posted on the bulletin board in January of each year and a copy of same shall be forwarded to the General Secretary-Treasurer of Local 35.

**17.06** If an employee covered by this agreement should be promoted to a supervisory or confidential position not subject to this agreement, they shall retain the seniority previously acquired for a maximum of 6 months. If they are transferred back to a position in the bargaining unit within 6 months of appointment, they shall be given a job in the said bargaining unit consistent with their seniority and ability at the time of leaving the bargaining unit. No employee shall be transferred to a position outside the bargaining unit without their consent.

**17.07** The City agrees to notify the Union of the names and classification of new employees hired by the City and also when an employee is reclassified by the City from a temporary employee to a probationary employee.

#### **ARTICLE 18 - LAYOFF AND RECALL**

**18.01** The Corporation will give employees at least ten (10) working days notice of any temporary layoff. In the event the layoff becomes permanent or is permanent, notice will be given in accordance with Employment Standards Act.

**18.02** In the event of a layoff, students, temporary and Probationary employees within the affected area, shall be laid off first, then as necessary in the reverse order of their unit-wide seniority. An employee about to be laid off may bump an employee with less seniority provided they can demonstrate the qualifications, capability and physical capacity to perform the duties of the less senior employee.

**18.03** Employees shall be recalled, by personal contact or failing that, through registered mail, in the order of their seniority, provided that they are qualified to perform the position in accordance with the eligibility requirements of Article 18.02.

**18.04** New or temporary employees shall not be hired until those laid off have been given an opportunity of re-employment subject to the conditions set forth in Article 18.02.

#### **ARTICLE 19 - JOB POSTING**

**19.01** In filling vacancies or new positions within the bargaining unit, the position shall be posted prior to public advertisement for such positions, unless union approval is granted, provided however that temporary appointments may be made to fill any vacant positions. Any employee desiring to be considered for promotion to such position may make application therefore by submitting a fully completed application to the Human Resources Department on or before the date fixed in the posting. Qualified applicants shall be interviewed and assessed prior to any public advertisement for such position.

**19.02** All job postings shall contain a general summary of duties, rate of pay, qualifications and experience required and a date for final submission of applications, which date shall be not less than five (5) working days from the date of notice.

**19.03** In the consideration of applicants the provisions of Article 17.01 shall apply. Temporary employees who are currently working for the City shall be eligible to apply for internal job postings and shall be hired in accordance with Article 17.01.

**19.04** Copies of all job postings shall be forwarded to the Union. The City shall notify the employee and the Union of the acceptance or rejection of the employee's application within thirty (30) days of the date fixed in the posting for final submission of applications.

**19.05** If an employee is offered and accepts a posted position, they shall be subject to a trial period of sixty (60) working days from the date of assumption of the new position. If he fails to qualify during the 60 working day period or if they are dissatisfied with the position, he shall be returned to their former position with no loss of seniority as will any employee directly affected as a result of the job posting. An employee who has been promoted and who has returned to their former position during the trial period for any reason shall be prohibited from reapplying for a posted position for a period of one year from the date of return to their former position.

**19.06** New positions or positions requiring review because of revisions shall be processed in compliance with the jointly approved Job Evaluation Program. Wage rates for new or revised positions shall be determined in compliance with the aforementioned joint program.

## **ARTICLE 20 - TEMPORARY TRANSFERS**

**20.01** Any employee who for the convenience of the City is temporarily transferred to another job classification in which the rate of pay is different to that in effect in such employee's regular job classification shall be paid while so employed as follows:

- (a) If the rate of pay in the job classification to which they are transferred is less than the employee's regular pay, they shall receive their own higher rate of pay.
- (b) If the rate of pay in the job classification to which they are transferred is higher than the employee's regular pay, they shall receive the higher rate of pay of the job classification to which they are temporarily transferred.

**20.02** Notwithstanding the provisions of Article 19.01, an employee not in possession of the required efficiency, skill or ability may be temporarily transferred to a classification with a higher rate of pay for up to 60 working days and until such time as they displays such efficiency, skill or ability, they shall continue to receive their own regular rate. In the event that they fail to qualify on completion of 60 working days, they shall not be eligible for further temporary transfer to that classification. On completion of a maximum of 60 working days of temporary transfer, they shall be paid in accordance with Article 20.01.

**20.03** An employee who for the convenience and benefit of the employee is temporarily transferred to another job classification instead of being laid off due to lack of work, breakdown of machinery or other like cause shall be paid while so employed as follows:

- (a) If the rate of pay in the job classification to which he is transferred is less than the employee's regular pay, they shall receive the lower rate paid in the job classification to which they are transferred.
- (b) If the rate of pay in the job classification to which they are transferred is higher than the employee's regular pay, they shall receive such higher rate provided they displays the efficiency, skill and ability required in the job classification to which they are transferred; until such time as they display such efficiency, skill or ability, they shall continue to receive their own regular rate.

## **ARTICLE 21 – UNIFORM AND CLOTHING ALLOWANCE**

**21.01** 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.

**21.02** Every permanent full time employee shall be issued where required, the following articles upon hire:

6 work shirts (Arena staff blue) or orange wear	1 three season jacket
1 rain suit	1 pair overalls or coveralls
4 work pants	Prescription safety glasses
1 parka	
1 pair safety boots	

For water sewer workers only, on initial issue they will receive the following additional items:

- 1 parka
- 1 pair all season safety rubber boots
- 1 pair coveralls

Such articles or such of them as may be regularly worn shall be similar in colour, design and quality and shall constitute the standard of dress for all regular employees covered by this agreement.

**21.03** Upon the completion of one year of permanent employment and continuing for each full calendar year thereafter, a clothing allowance of six hundred and twenty five dollars (\$625) per annum, and six hundred and fifty dollars (\$650) effective January 1, 2023 to be pro-rated the first year eligible, will be paid to each employee in January for the purpose of purchasing replacement approved clothing, as outlined in article 21.02. This amount will be prorated for the following year for an absence of greater than (60) consecutive working days in the current calendar year. All such funds and all clothing and equipment shall remain the property of the City.

**21.04** An employee may with the approval of their appropriate Director, utilize their clothing allowance credits for the purchase of other articles of work clothing compatible with the standard of dress and accessory thereto. Without limiting the generality of the foregoing this may include work shoes, gloves, rubbers, helmet liners, sweatshirts and similar items.

**21.05** The wearing of shorts at work in the summer months is allowed providing that employees work in a safe manner and wear protective clothing appropriate to their occupation and work site. The City's policy is that employees, whose jobs expose them to risk of leg injury must wear long pants or coveralls.

The short pants will be of a reasonable length approximately two to four inches above the knee. The short pants will be the same colour as the City issue trousers. The shorts will not be provided by the City as part or in addition to the present clothing issue.

Where an employee who opts to wear short pants and the wearing of short pants is not a health and safety issue as determined by the City, the employee shall have available or carry with them, a pair of long pants or coveralls to wear, if they are required to perform work that poses a risk of leg injury.

## **ARTICLE 22 – HEALTH AND SAFETY**

**22.01** The parties agree to continue the joint Occupational Health and Safety Committee in accordance with the Occupational Health and Safety Act.

**22.02** Items of personal protection equipment required by the Corporation, to be worn by employees, shall be issued, by the Corporation and not charged against an employee's Clothing Allowance Credit. Items required are as follows:

Safety Rubber Boots  
Approved Safety Helmet/Chipper Helmet (where required)  
Safety Glasses (non-prescription including sunglasses)  
Hearing protection  
1 pr. Chainsaw pants (where required)  
Safety Tearaway Vests  
1 pr. Leather anti ballistic gloves  
Life Jacket (where required)  
1 pair hip waders (where required)  
Appropriate gloves

Replacement of safety equipment shall be upon the approval of the employee's supervisor when proof of need is demonstrated.

## **ARTICLE 23 - POSTING OF NOTICES**

**23.01** A bulletin board shall be provided by the City for the use of the Union and no notice shall be posted except on such board. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other kind of literature upon the City's property except as herein provided. Work notices shall be posted on Shop Bulletin Boards only.

## **ARTICLE 24 - LEAVE OF ABSENCE**

### **24.01 Union Leave**

The City shall grant leave of absence without pay to four (4) employees selected by the Union to attend Union business outside of direct dealings with the Employer for a period or periods not exceeding thirty (30) working days in all in any calendar year, subject to no more than one employee per department at any one time and provided that in the opinion of the Department Head, this shall not interfere with the efficient operation of the department. The Corporation will continue to pay benefit premiums during such leaves.

### **24.02 Unpaid Leave**

Leaves without pay may be granted by the supervisor, for a period not in excess of three (3) days, and by the Department Head not in excess of three (3) months. All leaves in excess of three (3) months must be approved by Resolution of Council. It is understood that requests must be made in writing a minimum of forty-eight (48) hours in advance and that no unpaid leave will be granted until all vacation and/or banked time is used first. Leaves shall not be granted for the purpose of taking other employment for hire but may, in the appropriate case, be granted for Union business, not to exceed one year.

### **24.03 Pregnancy/Parental Leave**

The Corporation shall grant Pregnancy/Parental Leave in accordance with the Employment Standards Act.

If an employee is granted a leave of absence under this clause, the Corporation may replace such employee with a temporary employee for the duration of such leave.

#### **24.04 Bereavement Leave**

a) An employee will be granted the following leave of absence with pay in the case of a death of the following:

<b>Entitlement:</b>	<b>Relationship:</b>
5 Days	Spouse; child and parent
4 Days	Sister; and brother.
3 Days	Grandchild; mother-in-law; father-in-law; brother-in-law; sister-in-law; son-in-law or daughter-in-law, and grandparent
2 days	To attend a service for their 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 employees 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 a 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.

#### **24.05 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 a subpoena as a witness, they may treat the absence as leave with pay but with no charge against their credit and surrender the fee to the City Treasurer when received.

### **ARTICLE 25 - CORRESPONDENCE**

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

### **ARTICLE 26 - TEMPORARY EMPLOYEES**

**26.01** It is understood and agreed that the City may hire temporary employees to perform work for the duration of any project or undertaking or to perform work on a temporary basis where the workload, in the judgement of the City, cannot adequately be carried by the existing work force, provided that such temporary employees shall not be employed by the City for a period in excess of six (6) calendar months in any twelve (12) month period except in the case of replacements for full time employees, who are off work due to illness or injury or off on an approved leave of absence. It is understood and agreed that the above-noted time limits may be extended by mutual agreement between the parties provided that the Union is notified a minimum of two (2) weeks before the expiry of the work term.

**26.02** It is further understood and agreed that such temporary employees shall be covered by the items of this agreement with the exception of Article 5.01, 10.01 10.03, 14.01, 14.02, 14.03, 14.04, 14.05, 14.07, 16.01, 17.01 – 17.07, 18.01 18.04, 20.01 20.03, 21.02 21.04, 22.01, 24.01 24.05, 27.01, 27.03, 27.06, 28.01 and 29.01.

**26.03** Should a temporary employee be employed as a permanent employee in the same position or classification following a long-term temporary term (of 6 months or greater) without a break in between, the employee shall be credited with seniority from the last date of hire as a temporary employee and they shall be considered to have past their probationary period.

**26.04** For temporary employees who are hired as a permanent employee in another position or classification, following a long term temporary term, without a break in between, the employee shall be credited with seniority from the last date of hire as the temporary employee and shall be considered as probationary for the first six (6) months, however, they shall receive benefits under Article 14 (Employee Benefits), Schedule "A" (Wages) and Article 16 (Vacation Entitlements).

**26.05** The last date of hire as a temporary employee shall be used for the purpose of determining vacation entitlement. The first-year vacation pay as a permanent employee would be prorated taking into consideration that the employee received four per cent (4%) vacation up to the commencement as a permanent employee, and if necessary, vacation entitlement may be prorated as well.

## **ARTICLE 27 - GENERAL**

**27.01** An employee who is unable through injury or illness or advancing years to perform their normal duties substantiated by satisfactory medical documentation, shall be provided with alternate employment as per the Joint Early and Safe Return to Work Program that they are qualified to perform and complies with any precautions/restrictions stated.

**27.02** The City shall keep all necessary tools and equipment in good condition at all times. Worn or broken tools shall be repaired or replaced as soon as possible. All employees must exercise reasonable care in the use of tools and equipment so as to keep them in good condition as far as possible.

Power tools and equipment shall be used on all work when available and when, in the judgement of the City, it is expedient to use such power tools and equipment or when safety regulations require their use. An annual sum of \$550, increase to \$575 effective January 1, 2023 and will be paid to the positions listed on the first pay in January, as an annual tool allowance to purchase hand tools. This amount, as per Revenue Canada, is a taxable amount and it is the responsibility of the individual to claim their receipts for tools purchased (where applicable) on their personal Income Tax forms. Air tools under ½ inch are the responsibility of the mechanics. All other specialty tools are supplied by the City. It is also understood that each mechanic is to secure their tools under lock and key on a nightly basis. The positions to receive this allowance are: Senior Automotive Service/Truck and Coach Technician, Automotive Service/Truck and Coach Technician.

**27.03** The City and the Union may appoint not more than four members to a Labour/Management Production Committee for the purpose of discussing suggestions that may reduce costs or increase efficiency of operations. It is understood that this Committee is not for the purpose of hearing or discussing grievances. Nothing herein shall prevent the parties from mutually agreeing to departmental meetings on an as-required basis. Necessity for departmental meetings may be requested by either party in writing, containing an agenda of the subjects to be discussed.

A Joint Labour Management Committee will meet to deal with issues of concern between the parties with the intent of resolving such issues of concern. The Labour Management Committee shall follow the joint Terms of Reference and meet at least twice annually, or at other times as may be required.

**27.04** It is agreed that Non-Union Management employees will not repeatedly perform duties carried out by members of the Bargaining Unit.

**27.05** The Corporation will provide reimbursement for all course materials and exam fees for the following licenses and certificates upon successful completion, providing the license is a requirement of the position, and with the understanding the course material becomes property of the City of St. Thomas:

- Mechanic Licenses
- DZ Driver's Licenses/Medical Exam
- Wastewater Collection Certificates
- Wastewater Treatment Certificates
- Pesticide Licenses
- Refrigeration Certificates
- Propane Handling Certificates
- Water Distribution Certificate
- Water Meter/Installation License
- Certified Roads Supervisor Designation

Time off work required to write exams for any of the foregoing shall be deemed time worked and the employee and escort/driver shall be paid accordingly.

**27.07** If an employee is charged with an offense under the Criminal Code of Canada, or any statute of the Province of Ontario resulting from an offense, directly related to the performance of their duties and is not convicted of the charge or of a reduced charge arising out of the same facts and circumstances, the Corporation will pay within thirty (30) days following any appeal proceeding instituted by the crown, or the taxing of such fees, the legal fees of such members' defense on such charge. Fees must be reasonable and customary of those charged by legal counsel from St. Thomas.

It is understood that where an employee is convicted of the charge or of a reduced charge arising out of the same facts, there will be no claim whatsoever against the City by the said employee

## **ARTICLE 28 - BARGAINING COMMITTEE**

**28.01** A Bargaining Committee shall be appointed and consist of not more than five members of the employer as appointees of the employer, and not more than five members of the Union as appointees of the Union, exclusive of counsel for either party. The Union will advise the employer of the Union nominees to the Committee.

Members of the Union's Bargaining, Grievance, Labour Management and Occupational Health and Safety Committees who are in the employ of the employer, who are required to attend a meeting with the employer during regular working hours shall not lose any regular remuneration for attending such meeting. Attendance at such meeting shall not result in wage premiums being paid. The foregoing shall not apply when a third party is involved except for grievance mediation and conciliation unless required otherwise by legislation.

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.

## **ARTICLE 29 - TECHNOLOGICAL CHANGE**

**29.01** The Corporation shall give the Union a minimum of sixty (60) days advance notice, whenever possible, of any decision to introduce any major changes in plant or equipment which may have an adverse effect on manpower requirements or the introduction of new equipment requiring classification. If requested within thirty (30) days of such notice, the Corporation agrees to discuss such changes with the Union.

**29.02** In the event that the Corporation should introduce new equipment which requires new or greater skills than are presently possessed by an affected employee, said employee shall be given the opportunity, where practicable, to upgrade themselves through approved study courses or training. The employer shall pay the cost of any approved courses or training except that the employee shall not be paid for hours spent in staff training after normal working hours which may be required.

**29.03** Any employee who is displaced from their existing group through technological change and who continues to work, shall be "red circled" in the lower group until the rate for the new group reaches the "red circled" rate. Employees who obtain a job in a higher group through technological change shall receive the rate of the new group.

## **ARTICLE 30 – AMALGAMATION**

**30.01** In the event the Corporation participates in or is involved in any process which may lead to the possibility of amalgamation, consolidation or merger of the Corporation or all or part of the departments covered by the Collective Agreement with any other entity, or a transfer, disposition, privatisation or joint venture in respect of all or part of departments covered by the Collective Agreement, the Corporation shall immediately consult with the Union, providing full disclosure of such plans forthwith, including but not limited to issues dealing with seniority, services and benefits.

## **ARTICLE 31 – DURATION**

**31.01** This agreement shall become effective on the 1st day of January, 2021, and shall remain in full force and effect until the 31st day 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 (90) days before the termination of the said agreement.

**31.02** It is understood that where the existing agreement has been changed or altered during negotiations between the parties, such changes or alterations as agreed upon shall take effect not earlier than the date the formal agreement covering same has been reduced to writing and executed by the parties thereto, with the exception of wages which shall be effective January 1, 2021 for all employees on staff as at the date of ratification by both parties.

**31.03** Notwithstanding the foregoing, it is agreed that employees who have retired on pension since December 31, 2020 shall receive the effect of any salary increase up to their retirement date.



CITY OF ST. THOMAS  
SCHEDULE "A"  
January 1, 2021 December 31, 2024

BAND	POSITION TITLE	2021 SALARY (Jan. 1)	2022 SALARY (Jan. 1)	2023 SALARY (Jan. 1)	2024 SALARY (Jan. 1)
A	TEMPORARY WORKER	15.29	17.00	17.30	17.60
B	MAINTENANCE WORKER	28.39	28.84	29.35	29.86
1		28.67	29.13	29.64	30.16
2		28.96	29.42	29.93	30.45
3	WATER SERVICE WORKER PCP (OIT) WATER/SEWER WORKER (OIT) MEDIUM EQUIPMENT OPERATOR LOCATOR COMM CENTRE MAIN WORKER I	29.29	29.76	30.28	30.81
4	WATER/SEWER/BACKHOE OPERATOR (OIT) COMM CENTRE MAIN WORKER II	29.61	30.08	30.61	31.15
5	WATER SEWER WORKER PCP OPERATOR PARKS/ARENA WORKER	29.91	30.39	30.92	31.46
6	HORTICULTURAL WORKER WATER/SEWER / BACKHOE OPERATOR URBAN FORESTER TURF/HORTICULTURAL WORKER LANDSCAPE HORTICULTURE TECHNICIAN HEAVY EQUIPMENT OPERATOR	30.24	30.72	31.26	31.81
7	ALTERNATING LEAD HAND WATER/SEWER	30.55	31.04	31.58	32.13
8	MAINTENANCE MECHANIC/OPERATOR PCP MAINTENANCE MECHANIC ELECTRICIAN/OPERATOR PCP AUTOMOTIVE SERVICE/TRUCK AND COACH TECH	30.86	31.35	31.90	32.46
9	SR. COMMUNITY CENTRE MTCE. WORKER/LEAD HAND	31.18	31.68	32.23	32.79
10	ARENA CHIEF OPERATOR GARDENER LEADHAND - WATER SEWER SENIOR MAINTENANCE WORKER (PARKS) WATER OPERATIONS TECHNICIAN LEADHAND- ROADS ATHLETIC FIELD PLAYGROUND TECH I	31.79	32.30	32.87	33.45
11	CHIEF OPERATOR - PCP SR. AUTOMOTIVE SERVICE/TRUCK AND COACH TECH.	32.36	32.88	33.46	34.05

Schedule 'A' cont.

**Ungrouped – Leadhand:**

\$1.10 per hour, \$1.15 per hour effective January 1, 2022 above the rate for the respective classification when an employee is assigned by the Supervisor to be in charge of a crew of three (3) or more employees, including themselves.

Workers employed to replace regular employees and performing their duties shall be paid the applicable rates specified in this schedule.

**Additional Responsibility Pay:**

Employees will be paid an hourly wage premium of \$5.00 per hour when determined necessary and appointed by Management to temporarily fill a Non-Union Management position for a period of no more than thirty (30) consecutive working days.

If employees are required to replace a Non-Union Management position for more than thirty (30) consecutive working days, they will receive the step 1 rate of the position they are replacing for as long as they are assigned to the position by Management.

Employees working at arenas who obtain the C.I.T. certification, shall receive the rate of pay for the Community Centre Maintenance Worker II position. Proof of successful completion will be required.

As the employee successfully completes the appropriate level of certification, they shall progress to the appropriate classification.

The following positions are placed into the appropriate band, which is not consistent with the official evaluated ratings but reflects a wage differential of not less than the supervised positions listed below plus the ungrouped lead hand premium:

POSITIONS	HIGHEST POSITION SUPERVISED
1. Lead Hand Roads	Heavy Equipment Operator
2. Senior Community Maintenance Worker/Lead Hand	Community Maintenance Worker II
3. Arena Chief Operator	Community Maintenance Worker II
4. Gardener	Horticultural Worker
5. Senior Maintenance Worker	Horticultural Worker
6. Sr. Automotive Service/Truck and Coach Tech.	Automotive Service/Truck and Coach Tech.

In recognition of the legislative requirements in connection with Water/Sewer and Wastewater Certification levels, the following amount will be added to the hourly rates for the positions in the Water/Sewer Section and the Pollution Control Plant:

Water/Sewer Worker, Water Service Worker and Water/Sewer Backhoe Operator  
53¢ each certificate (maximum 5 certificates) , effective January 1, 2022 58¢ each certificate (maximum 6 certificates)

Water/Sewer Lead Hand and PCP Chief Operator  
69¢ each certificate (maximum 5 certificates) , effective January 1, 2022 74¢ each certificate (maximum 6 certificates)

PCP Operator and PCP Maintenance Mechanic  
53¢ each certificate (maximum 5 certificates) , effective January 1, 2022 58¢ each certificate (maximum 6 certificates)

Note: The above premium shall be included in the hourly rate for purposes of calculating vacation pay, pension, overtime, sick leave, and paid holidays only.

LETTER OF UNDERSTANDING #1

BETWEEN

THE CITY OF ST. THOMAS (the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 35 (the Union)

RE: CROSSING GUARDS

Without precedent and/or prejudice, the parties agree that a permanent full-time employee will not be required to replaced employees who are members of C.U.P.E. Local 841.4 (Crossing Guards).

SIGNED this 21 day of January, 2022.

FOR THE EMPLOYER

FOR THE UNION

A. Schulz  
M. Steubert  
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\_\_\_\_\_

[Signature]  
Ron Marlow  
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