

COLLECTIVE AGREEMENT

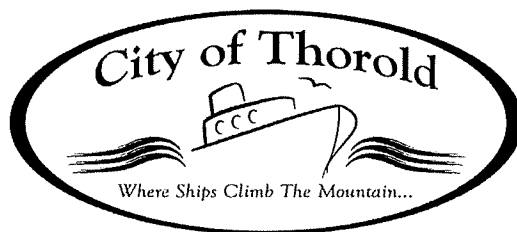
-Between-

**Canadian Union of Public Employees,
C.L.C. and its Local 151**



-And-

The Corporation of the City of Thorold



January 1, 2022 to December 31, 2024

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AGREEMENT MADE THIS 15th DAY OF February, 2023

BETWEEN

THE CORPORATION OF THE CITY OF THOROLD,

Hereinafter called the "Corporation"
of the FIRST PART;

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, C.L.C.
and its LOCAL 151,

Hereinafter called the "Union"
of the SECOND PART.

Article 1 - PURPOSE

1.01 The purpose of this agreement is to promote and maintain a harmonious relationship between the Corporation and its employees, and provide an amicable and timely method of settling any grievances as defined in the Collective Agreement. The Corporation, its employees, and the Union have a shared interest in becoming and remaining leaders in the community, and providing cost effective service to the public. The Corporation and the Union recognize the importance of establishing and maintaining fair compensation, and other conditions of employment for its employees in accordance with the provisions of this Agreement.

Therefore, the Corporation, its employees and the Union agree to provide an on-going means of communication between the parties, meet on an on-going basis to explore options of mutual interest and benefit to the Corporation and its employees, and promote good morale, well-being and satisfactory working conditions.

Article 2 - SCOPE

2.01 Corporation recognizes the Union as the sole and exclusive bargaining agent for employees listed under Schedule "A" of this Agreement. Any disputes may be resolved under the Article, or any provisions contained in the Ontario Labour Relations Act.

2.02 The word employee in this Agreement shall mean the employees of the Corporation for whom the Union is its bargaining agent as set out in Article 2.01.

Employees shall be defined in this Agreement in the following categories:

Regular Employees who work regularly on a predetermined schedule of either thirty-five (35) hours per week or forty (40) hours per week or has achieved regular status in accordance with Article 9.01 (a)(i).

Casual A casual employee shall be an employee, who is not a regular employee, who is hired for a specific term or task, such as a seasonal work term, in operations (e.g. arenas, parks, cemeteries, pools, and public works) or when workload demands require.

Clerical Relief A clerical relief employee shall be an employee, who is not a regular employee, who is hired to perform relief duties in office and clerical positions resulting from sick leave, vacations or other approved leaves, or where workload demands require.

2.03 The Corporation shall notify the Union in writing of any new or amended position listed in Schedule A. The Corporation and the Union agree that any new positions not coming within Article 2.01, recognition clause shall be discussed by the parties if requested by the Union within five (5) days of receiving written notification to determine whether they come within the jurisdiction of this Agreement or are appropriate for exclusion. A meeting shall be held if requested by the Union within ten (10) days to discuss employee group jurisdiction of any new position. If an agreement cannot be reached, or if the Union elects not to meet and intends to proceed with a challenge on this matter, a grievance shall proceed to Step 3 within the specified time limits and the balance of the grievance procedure.

For any bargaining unit position, it is understood that a change in job title alone shall not constitute a change in bargaining unit status.

2.04 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimenting required for the development of new initiatives, bona fide emergencies or urgent matters when a regular qualified employee is not reasonably available or where an employee believes that work and customer matters necessitate being passed to Management for resolution or processing.

2.05 No employee shall be required or permitted to make any written or verbal

agreement with the Corporation or the Union or their respective representatives which conflicts with the terms of this Collective Agreement.

- 2.06 **Employees not regularly employed for no more than 24 hours per week, Students and seasonal Aquatic employees** shall not be entitled to any rights and benefits of the Collective Agreement and employment shall be maintained in accordance with the Employment Standards Act, **excluding Casual and Clerical Relief employees.**

Article 3 - RIGHTS OF CORPORATION

- 3.01 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to maintain order, discipline and efficiency and to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for just and proper cause, provided that procedures contrary to this Agreement are not used and provided that a claim of improper promotion or demotion, or a claim that an employee has been discharged or disciplined without just and proper cause may be the subject of a grievance and dealt with under the grievance provisions of this Agreement and Employment Law.
- 3.02 The Union further recognizes the rights of the Corporation to operate and manage its business in all aspects in accordance with its responsibilities. In addition the location of its places of employment, the methods, processes and means of performing the various works are solely the right and responsibility of the Corporation provided there is no violation of the collective agreement or employment statute and that these rights are exercised in a fair and reasonable manner.
- 3.03 Without limiting the foregoing, the Corporation has the right to determine the direction of the workforce, the contracting out of work, the schedules of operations, the number of shifts, job content, quality and quantity standards, the right to decide on the number of employees required by the Corporation at any time, the starting and stopping times and the determination of financial policies and in accordance with the provisions of the collective agreement and employment law.
- 3.04 The Corporation has the right to make and alter from time to time rules and regulations to be observed by the employees provided that no change in such rules and regulations shall be made by the Corporation without prior notice to and meaningful discussion with the Union.
- 3.05 The Corporation has the right to select, hire, transfer, assign shifts, promote, demote, classify, direct, lay-off, and recall employees consistent with the

provisions of this Agreement.

- 3.06 The Corporation agrees these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement, and a claim that the Corporation has exercised these rights in a manner inconsistent with the provisions of this Agreement may be subject of a grievance.

Article 4 - UNION SECURITY

4.01 Dues Deduction

The Corporation will deduct from the wages of each employee who has completed thirty (30) worked days, a sum equal to the current monthly Union dues and remit monies so deducted to the Treasurer of the Union. The Corporation will deduct from the wages of each employee an amount equal to the Union's membership fee from each employee's first pay cheque where dues are deducted. This membership fee shall be noted as such on each employee's pay stub and the monies remitted to the Treasurer of the Union. The employer shall also provide a list of names from which deductions were made indicating the amount of dues deducted and the amount of total regular wages for each pay period. The Union is responsible for keeping the Corporation informed as to the names and addresses of the proper officers and any changes to the level of dues to be deducted.

4.02 Union Membership

- a. All future employees shall, as a condition of continued employment, become and remain as members in good standing in the Union upon completion of thirty (30) worked days of employment with the Corporation.
- b. Upon the start of a new employee, a representative from the Union leadership shall be permitted to meet with the employee for a thirty (30) minute orientation period during paid work time.
- c. The Employer shall notify the Union in writing of all bargaining unit hirings, retirements and terminations which will include the employee's name, start date, end date, position and wage rate.

- 4.03 At the same time that Income Tax (T-4) slips are made available, the Corporation shall type on the amount of Union dues paid by each Union member in the previous year.

Barring unforeseen problems, the Employer will endeavour to ensure T-4's are issued to employees at least two (2) weeks prior to the RRSP contribution

deadline. In the event of unforeseen problems, the Employer will notify staff as soon as practicable.

4.04 Job Security

Corporation employees, other than students, who are not covered by this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for purposes of instructing, experimenting, in emergencies, or when a regular qualified employee is not available within a reasonable period of time.

4.05 No Lay-Off Due to Contracting Out or Technological Changes in Methods

Without restricting its right to determine the methods by which municipal services are to be provided and without restricting its rights under Article 3.03, the Corporation agrees that no employee who has attained seniority as a regular employee shall be laid off or have employment terminated as a result of contracting out work or services of a kind presently performed by its employees or as a result of technological change in methods.

The Corporation shall give the Union ninety (90) days advance notice of any planned technological change in methods, or contracting out of municipal services, which would affect wage rates or working conditions and will, if requested, discuss such changes with the Union.

In the event that the Corporation should introduce new methods or machines which require new or greater skills than are possessed by an affected employee under the present methods of operations, training or study courses during working hours will be arranged where practicable. The Corporation shall reimburse each employee who successfully concludes any such required training or study course, for the cost of tuition and text books, all subject to approval, before enrolment, by the Corporation.

4.06 Merger and Amalgamation

Should the Corporation merge, amalgamate or combine any of its operations or functions with another municipality, the Corporation will endeavour to arrange, where practical, for the retention of seniority rights, salary and wage levels, for each employee of the Corporation who thus becomes an employee of such other municipality.

4.07 Procedure Upon Displacement

Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that if the introduction of new equipment, the planned cessation of operations, or local government re-organization resulting from a decision of the Corporation makes it necessary to displace employees with more than one (1) year seniority no such employee shall be laid off or have their employment terminated, unless such employee cannot be employed satisfactorily either through the normal exercise of their seniority or after reasonable on-the-job training for a vacancy that arises in the unit during the period of notice. The period of notice under any of the foregoing circumstances shall be a minimum of six (6) months. Should termination occur under this section, a severance allowance shall be paid in an amount which shall equal two (2) weeks' salary for each completed year of service to a maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.

4.08 Inclement Weather

When weather conditions prevent employees from performing their normal outside duties, the Corporation will provide work during such periods in accordance with Corporation health and safety policies, and the Occupational Health & Safety Act.

4.09 Personnel File Access

Upon written request to Administration, an employee shall have access to review their personnel file at a mutually convenient time during normal business hours. The employee shall not remove any documents from such file; however, upon request, the employee may be given a copy of any document(s) from their personnel file.

Article 5 - NO DISCRIMINATION

5.01 The Parties agree that they will assure that there is no intimidation, discrimination, interference, restriction or coercion exercised or practiced by either of them, their employees, members or representatives.

5.02 The Ontario Human Rights Code states that it is Public Policy in Ontario to recognize the dignity and worth of every person and to provide for equal rights and opportunities without discrimination or unequal treatment based upon any of the prohibited grounds outlined in the Code. Therefore, the parties agree there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, ancestry, place of

origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability, nor by the reason of their membership or activity in the Union or that of any dependent of the employee in accordance with the Human Rights Code as amended from time to time.

The Corporation recognizes the right of all employees to work in an environment free from discrimination and harassment based on any of the prohibited grounds in the Ontario Human Rights Code. The Corporation will make every reasonable effort to prevent, identify and resolve any employment related incidents of harassment (direct or indirect), inappropriate behaviour or violent conduct, thereby ensuring a safe, supportive and respectful work environment.

All employees have a responsibility for their behaviour and conduct within the workplace while performing their assigned duties and are expected to contribute to a productive and healthy work environment. The Employer and the Union recognize the inherent dignity worth and rights of each individual. The Employer and Union agree to promote and support an environment that is free of discrimination, harassment, disruptive workplace conflict and disrespectful or aggressive behaviour.

All employees have a duty to report any act of harassment, discrimination, inappropriate behaviour or other offensive misconduct, including acts of violence, or perceived threats of violence. Such reported act(s) shall be promptly investigated, co-ordinated and/or adjudicated by an impartial individual(s) who will be responsible to resolve the issue. All incidents investigated will be deemed serious and confidential, and may result in disciplinary action, up to and including termination. Similarly, any threat or act of reprisal or retaliation against a person who has made a good faith complaint or against a witness who participates in the investigation will be subject to the appropriate disciplinary action.

Article 6 - UNION COMMITTEES

6.01 Composition and Duties of Committees

The Corporation will recognize:

Stewards

(a) Three (3) employees, one of whom shall be employed in and represent the following:

Department

- (i) Finance, Administration, Clerk=s, Building and Planning
- (ii) Operations Department (Public Works, Engineering)
- (iii) Operations Department (Parks, Cemetery and Arena Section)

(b) Negotiating Committee

A Negotiating Committee of four (4) employees coming within the scope of this agreement and the CUPE National Representative for the purpose of renewing or amending the Collective Agreement.

(c) Grievance Committee

A Grievance Committee of three (3) employees within the scope of this Agreement for the purpose of presenting a written grievance. The Union has the right to have the assistance of a Representative of the Canadian Union of Public Employees when meeting with the Corporation.

(d) Joint Health and Safety

The Guidelines approved July 1, 1999 form part of this Agreement.

(e) Joint Job Evaluation

The Terms of Reference for Pay Equity approved May 18, 1989 form part of this Agreement.

6.02 Committee Selection and Notification

The selection of the foregoing Committees shall be the responsibility of the Union consistent with the foregoing limits, following which the Union shall notify the Corporation, in writing, of the names of members of each Committee prior to the Corporation being obliged to recognize them.

6.03 Permission and Reporting for Committee Members

- (a) The Stewards and Union Committee will continue to perform their regular duties on behalf of the Corporation and such persons will not leave their duties without first obtaining the permission of their immediate superior and on completion of such duties, shall report back to such supervisor, or to any

job to which directed and give any reasonable explanation which may be requested with respect to their absence. Such permission shall not be unreasonably withheld provided reasonable notice is given.

Qualifying for Pay for Union Business

(b) In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such lost time spent in dealing with matters properly arising out of this Agreement.

6.04 Labour Management Committee Meetings

The Corporation Committee, which will include the Chief Administrative Officer or designate, will meet with the Union Committee consisting of the Local Union President or designate and up to three (3) members of the bargaining unit at a mutually convenient time except in cases of emergency. Any item to be discussed shall be set out in an agenda, in writing, to be sent to the other party prior to the meeting.

The purpose of this committee is to discuss matters of concern to one or both parties. The Committee shall meet regularly and in any event not less than every three (3) months. Such regular meetings shall not preclude either party from convening the Committee at lesser intervals when required. The Committee shall maintain a mutually agreed upon Terms of Reference, which shall govern the activity of the Committee in order to carry out the business of the Committee. The parties agree that each shall be free to select its members to the committee.

The Corporation shall provide clerical services to this committee to allow for the recording and publication of the minutes of the Committee. Meeting minutes shall be approved by both parties before published and posted or circulated outside the committee.

The Committee shall not have the authority to amend, augment, diminish, alter, add or delete any provision within this Collective Agreement. Nor shall this committee have the authority to discuss, consider or resolve any grievance.

Article 7 - GRIEVANCE PROCEDURE

7.01 Right of an Employee to Grieve

The Corporation agrees that Management's rights shall be executed in a fair and reasonable manner that is consistent with the general purpose and intent of this Agreement and subject to the right of the employee to lodge a grievance as set out herein.

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the general interpretation, application, administration or alleged violation of the Agreement or applicable legislation.

Any employee who believes they have a grievance shall be required to follow the complaint process in bringing any grievance forward as set out herein.

Grievances of employees shall be dealt with in the following manner and all grievances that remain unresolved at the complaint stage must be reduced to writing, providing sufficient details of the alleged violation:

Complaint Stage Meeting

It is the mutual desire of the parties that complaints of employees shall be addressed as promptly as possible. An employee must take up any complaint directly with their immediate non-union Supervisor/Manager, or designate, within five (5) days of the event upon which the complaint originated, or the date the employee becomes aware of the event about which they have a complaint. The immediate Supervisor shall arrange for the meeting to be scheduled as requested, which will be held in the presence of their Union Representative. The immediate Supervisor shall give a written reply to the complaint within three (3) days of the meeting.

(a) Step No. 1

If not settled, a grievance will be submitted on a standard grievance form within three (3) days of the supervisors response. The grievance will be submitted to the immediate Manager, with a copy to Human Resources.

It is understood and agreed the written grievance will provide sufficient information to explain the particulars of the grievance with respect to an alleged violation of the interpretation, application or administration of the

collective agreement. The immediate supervisor will provide sufficient information to explain the response to the grievance.

The Union may originate a grievance as provided in Step No. 1, on behalf of an employee. It is understood that this provision will only be used in the rare circumstances in which an employee is absent and cannot file within the time limit.

(b) Step No. 2

If not then settled, the grievance may, within three (3) days of the reply in Step No. 1, be submitted, in writing, by the Grievance Committee to the Director/**Department Head**, or designate as applicable, to be dealt with at a meeting to be held within three (3) days of submission. The decision of the Director/**Department Head** or designate shall be given in writing within three (3) days of the meeting at which it was discussed.

(c) Step No. 3

If not settled, the Grievance Committee and a representative of the Union shall meet with the Chief Administrative Officer or designate within ten (10) working days of the reply in Step No. 2. The Chief Administrative Officer or designate shall be responsible to issue a written decision within fourteen (14) days of the meeting.

- i) The Union is responsible to advise the Corporation in writing within thirty (30) calendar days regarding the disposition of a grievance following the written response to the grievance by the CAO in accordance with Article 7.01 (c) or subsequently following a grievance mediation hearing in accordance with 7.01 (d). Failure by the union to provide such written notice within the stipulated time period will result in the grievance to be deemed closed

(d) Grievance Mediation

Prior to a grievance being submitted to arbitration, either party may request the assistance of a grievance mediator. If the parties mutually agree to utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation hearing. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

The Union shall be allowed to have a grievance Committee of three (3) employees in attendance during a grievance mediation hearing, one of whom shall be the President of the Local, or designate.

The cost of the grievance mediation service will be jointly shared by the Parties.

7.02 Arbitration

It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure, will be settled by Arbitration as defined in Section 48, subsection (2) of the *Ontario Labour Relations Act* as amended.

The decision of an Arbitration Board shall be final and binding upon all employees and the parties to this Agreement.

7.03 It is understood that the Corporation may bring forward at any meeting with the Union Grievance Committee, any complaint or grievance and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to Arbitration as set out in the Arbitration provisions.

7.04 Special Procedure on Discharge or Suspension

(a) A claim of suspension or discharge without just cause made by an employee shall be treated as a special grievance, provided that a written statement of such grievance is lodged with the Administrator at Step No. 2 of this Grievance Procedure within five (5) working days of the event or occurrence leading to the grievance.

(b) Any record of suspension or disciplinary warning shall be given to an employee with a copy to the Union within a reasonable period of time following the event. If an employee who has been warned or suspended for other than theft, embezzlement or acts of violence, maintains a clear record for eighteen (18) months following the last warning or suspension, the employee's record shall be cleared as of the end of such period.

(c) An employee shall have access to review his/her personnel record with the Administrator at a mutually convenient time

7.05 Definition of a "Working Day"

Within this Article 7, a working day shall be defined as a day other than Saturday, Sunday, or Paid Holiday.

7.06 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance that is Corporate in nature and affects the whole of the bargaining unit, such grievance shall be presented at Step No. 3 of the grievance procedure.

7.07 At any stage of the grievance procedure, including arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any necessary witnesses.

7.08 Management Grievance

The Corporation shall possess the right to file a grievance as contemplated by the Ontario Labour Relations Act and the procedure shall be as follows:

Step No. 1

The Chief Administrative Officer or designate on behalf of the Corporation shall lodge the grievance with the President or their designate of the Union within seven (7) days of the occurrence giving rise to the grievance. Within ten (10) days of receipt of the grievance, the President of the Union and two (2) other elected or appointed officers of the Union shall meet with the Representatives of the Corporation to discuss the grievance. Within ten (10) days after said meeting, the President of the Union or her/his designate shall deliver to the Chief Administrative Officer or designate the Union's answer to the grievance.

Step No. 2

If the Corporation is not satisfied with the disposition of the grievance by the Union Grievance Committee, the matter may be submitted to arbitration in which event the procedure as set forth in this Article for arbitration and mediation shall apply.

Article 8 - NO STRIKE OR LOCK-OUT

8.01 The Parties agree that there will be no strike or lock-out during the term of this Agreement. The definition of the words "strike" and "lock-out" shall be those set forth in the Labour Relations Act, Ontario as amended.

8.02 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to do the work of striking or locked out employees except in the case of a declared emergency.

Article 9 - SENIORITY

9.01 Seniority Lists Posting and Information

(a) The Corporation shall prepare two (2) seniority lists, one (1) for regular employees and one (1) for casual and clerical relief employees coming within the scope of this Agreement under Article 2.02:

(i) a regular employee shall be an employee whom the Corporation expects will work the year round

or

an employee ***hired before ratification of this agreement*** who has worked one hundred and ninety-five (195) days in a fifty-two (52) week period. However, the word "regular" shall not mean a guarantee of year round employment.

Or ***an employee hired after the ratification of this agreement who has worked one hundred and ninety-five (195) days in the previous calendar year. However, the word "regular" shall not mean a guarantee of year round employment. Employees who have met the 195 days in a calendar year must work the 195 days each year to maintain their 195 "regular employee without a full time position" status. "Regular employees without a full time position" who do not maintain their hours will return to their Casual/Clerical relief status effective the beginning of the new year.***

(ii) a casual or clerical relief employee shall be an employee as defined in Article 2.02, and who is not a regular employee, who is hired for a specific term or task of a limited duration. ***The employer will provide the union executive with up to date hours worked on an excel spreadsheet within fifteen (15) days of the final pay period each month.***

(b) Seniority lists will be established on a bargaining - unit-wide basis. It is agreed that such seniority lists shall be revised and posted on January 2nd, or the first working day of the new year and a copy filed with the Union. These lists will include each employee's name, classification and date of seniority:

(i) in the case of regular employees ***hired before ratification of this agreement***, the date of seniority shall be determined to be the date hired to a posted position or the date one hundred and ninety-five

(195) days worked in a 52 week period is reached, whichever occurs first;

Or ***in the case of regular employees hired after ratification of this agreement, the date of seniority shall be determined to be the date hired to a posted position or the date one hundred and ninety five (195) days worked in a calendar year is reached, whichever occurs first;***

(ii) in the case of casual or clerical relief employees, the date of seniority shall be the date Union Dues were first deducted after thirty (30) days worked.

(iii) If a casual or clerical relief employee is hired as a regular employee, their date of hire shall be prorated such that they receive full seniority credit for the, hour for hour, time worked with the City of Thorold as a casual or relief employee. Their adjusted seniority date and defined service date applies to vacation calculation and eligible & pensionable service in accordance with OMERS regulation, once they become a regular employee. For clarity this provision applies to employees that become a regular employee after January 1, 2013.

(c) When a new employee is hired, the Corporation shall inform the Union, in writing, within five (5) days, as to whether such employee is a regular or casual employee. At the same time, inform the Union for which project and his expectant duration of employment as a casual employee, in accordance with Article 9.01 (a) (ii) of this Agreement.

9.02 Probationary Period

(a) When a new employee is hired as a regular or casual, they shall be on probation for a period of:

(i) Sixty (60) worked days, for Levels 1, 2 and 3 of Schedule "A"

(ii) Ninety (90) worked days, for Levels 4, 5, 6, 7 and 8 of Schedule "A"

(iii) One Hundred and Twenty (120) worked days for Levels 9 to 20, inclusive, of Schedule "A"

When a new employee is hired as clerical relief, they shall be on probation for a period of seven hundred (700) hours worked.

- (b) A regular or casual or clerical relief employee retained past the probationary period shall be placed on the seniority list and all entitlement for vacations, floaters and sick leave shall be based on the seniority date in accordance with Article 9.01 (b) of this Agreement.
- (c) An employee may not grieve regarding lay-off or discharge until being placed upon the seniority list, but the Corporation will discuss such lay-off or discharge with the Union upon request.
- (d) Non-Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident or leave of absence approved by the Corporation subject to Article 10 of this Agreement.

9.03 Loss of Seniority and Employment

An employee shall not lose seniority rights if they are absent from work due to sickness, accident, layoff or leave of absence approved by the Corporation. Seniority rights shall cease and the employee terminated for the following reasons:

- (a) if the employee resigns;
- (b) if the employee is discharged and such discharge is not reversed through the grievance procedure;
- (c) if the employee has been laid off longer than eighteen (18) consecutive months;
- (d) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address, on the Corporation's records, to report for work and does not give a reasonable explanation when failing to do so;
- (e) Seniority shall end as of the end of the month in which the employee retires.
- (f) if the employee is absent from work in excess of five (5) days without sufficient cause or without having notified his immediate supervisor providing a reasonable explanation.

- (g) if the employee overstays a leave of absence approved in writing by the Corporation and does not secure an approved extension by providing a reasonable explanation.

9.04 Use of Seniority When Filling Job Vacancies

(a) When filling job vacancies, the following factors shall be considered:

- (i) length of continuous service;
- (ii) knowledge, efficiency and ability to perform the core essential functions of the position;
- (iii) ability to safely meet the physical demands of the job with or without accommodation;

Unless an applicant junior in seniority to the senior applicant is significantly more qualified in factors (ii) and (iii), the senior applicant shall be the successful applicant.

Where the Corporation determines any combination of interviewing and/or testing assessment is required the following shall be considered when assessing competing applicants for a vacancy:

Testing

Applicants shall be advised if testing may form part of the assessment process and shall be given advanced notice of the testing date. The content of any testing will be relevant to the duties of the vacancy and standard for each applicant.

Interview

Interview questions shall be standard for each applicant as determined by the Corporation. Interview questions will be relevant to the necessary qualifications and requirements of the vacancy.

- (b) In no case shall a casual or clerical relief employee exercise seniority against a regular employee, but, if a vacancy for a regular position is not filled by a present regular employee, a qualified casual or clerical relief employee who applied for the vacancy shall be considered before a new employee is hired.

- (c) Temporary work re-assignment for the Rover position as determined by the Corporation shall be offered in order of Rover classification seniority. The Corporation shall provide one week notice to replacement staff when scheduling vacation or leave, except in the case of Arena scheduling where three weeks' notice will be provided.
- (d) In the event new jobs are created or vacancies occur in jobs, the Corporation will post such new jobs or vacancies for a period of three (3) working days, (the vacancy shall be so posted within five (5) days of its occurrence unless the Corporation gives written notice to the Union indicating their intention to postpone filling the vacancy, or not to fill the vacancy). When it is the intention of the Corporation to post-pone or not fill the vacancy, the Corporation will meet with the union within five (5) days to discuss that intention with the Union.

In order to allow qualified employees to apply, written applications are to be submitted to the **Human Resources Department**, or designate. The posting shall contain the following information:

Nature of position, qualifications, required knowledge, education and skills, shift, if any, and wage rate.

To the extent practicable, all internal interviews will be completed and selections made within twenty (20) working days of the posting closing date.

The Parties agree that following the introduction of the applicable technology within the Corporation, job vacancies and applications will also be processed electronically.

- (e) If no qualified applicants, as outlined in Article 9.04 (a), have submitted an application by the deadline date outlined in the job posting, the Corporation may start proceedings to secure applications from outside sources.
- (f) The filling of all such jobs shall be in accordance with Article 9, Section 9.04.
- (g) Vacancies shall mean those of a long term nature such as arise through quits, discharges, retirements, promotions, demotions, transfers, new jobs, extended leave of absence.

It is understood that any approved extended leave of absence of a duration exceeding four (4) months will be deemed a temporary vacancy under this Article.

(h) An employee accepted for a posted job shall be subject to a trial period in accordance with the following:

(i) Forty-five (45) worked days, for Levels 1 to 8, inclusive, of Schedule "A"

(ii) Sixty (60) worked days for Levels 9 to 20, inclusive, of Schedule "A"

During the trial period, the Corporation may deem such employee as unsatisfactory and return the employee to the formerly held position, or the employee may elect to return to such formerly held position. In such cases, the employee will revert to the formerly held rate. An employee who has elected to return to a formerly held position shall not be eligible to apply for another posted job for a period of three (3) months following such return.

9.05 Transfer to Supervisory Position

a) If an employee is promoted to a permanent position outside of the bargaining unit, such employee shall retain his previous seniority and continue to accrue their seniority until the completion of the probation period in the new position. If transferred back to a position subject to the provisions of this agreement, such employee shall carry their accumulated seniority with them.

b) During the probationary period for the permanent non-union position, the employer shall continue to deduct union dues from the employee as was remitted at the time prior to the transfer from the bargaining unit, in accordance with Article 4.01.

9.06 Notice of Lay-Off

(a) All regular or casual or clerical relief employees shall receive twenty (20) days notice of layoff.

(b) If a regular or casual or clerical relief employee currently on lay-off is called in to replace an employee absent as a result of illness, accident or as a result of a temporary work overload, such employee shall be laid off upon the return to employment of the replaced employee or upon completion of the work overload and the above notice requirements shall not apply.

9.07 Lay-Off and Recall

(a) A layoff shall be defined as a reduction in the workforce or a reduction in the standard hours of work.

- (b) Lay-off of employees and recall after lay-off, shall be made on the basis of the seniority list, provided the employees are willing and able to do the work which is available.
- (c) Offers of available work is not defined as a recall, and if accepted, does not end the layoff period which will continue until the employee returns to a posted position or is recalled to a vacant position as provided under this Agreement.
- (d) For a regular employee who is enrolled in the benefit plan the Corporation agrees to pay the benefit plan premium costs (excluding Long Term Disability and OMERS) for the balance of the month in which the layoff occurs.
- (e) Where the regular employee is laid off temporarily and elects to participate in the benefits plan (excluding Long Term Disability and OMERS) and pays their full share of premiums at the beginning of the layoff, the Corporation agrees to pay its share of all agreed upon benefit plan premiums (excluding Long Term Disability and OMERS) based on the prorated share of days worked.
- (f) Regular employees without a full time position who have elected not to participate in the benefits plan and where called in to perform available work during layoff will be paid a seven (7) % benefit compensation premium based on daily earnings, to a maximum value of the applicable monthly benefit plan premium cost.
- (g) When an employee submits to the Corporation written application for continuation of the benefits plan (excluding Long Term Disability and OMERS), agreeing to pay one hundred (100%) per cent of the cost of the premiums, the employee shall submit post-dated cheques as of the first business day of the first month of layoff for as many months as the employee desires to continue to be so insured.

The Corporation shall discontinue benefits should an employee become one and one half (1.5) months in arrears of payment.

- (h) Once an employee opts out of benefits continuation as a result of a temporary layoff, they do not have the right to re-enrol until they resume active employment through a posted position or recall to a vacant position.

9.08 Definition of Days

The word "days" in this Article 9 shall exclude Saturdays, Sundays and paid holidays.

Article 10 - LEAVE OF ABSENCE

10.01 General Leave

The Corporation may grant leave of absence without pay or without loss of seniority or occupational classification, to any employee requesting such leave for a good and sufficient cause. Refer to Policy 1200-14 – Leave of Absence for details of the procedure which will not be contrary to the collective agreement.

10.02 Union Leave

The Corporation will grant leave of absence for a maximum of two (2) years to any employee who requests such a leave by reason of election or appointment as an officer of the Union, without pay and without loss of seniority or occupational classification.

10.03 Union Meeting and Conference Leave

- (a) Employees elected by the Union to attend Union educational seminars or workshops shall, where reasonably possible, be granted leave of absence, without pay, for same provided the Corporation is given reasonable notice. No more than four (4) employees may be absent at any one time and such leaves, without pay, shall not exceed a total of twenty (20) days collectively in any one year. Not more than one (1) such employee shall be from any one (1) functional section of a department unless otherwise approved by the Department Head. During these absences, the Corporation will continue to pay the employee's salary and benefits and invoice the Union for same.
- (b) In the event an educational seminar covers material that is agreed by both Parties to be beneficial, the Employer may grant leave without loss of earnings and the time so used shall not be deducted from the above total number of days per year. It is understood that granting of such leave is subject to budgetary and operational constraints.
- (c) Leave of absence, without pay or loss of seniority, for attendance at Union Conferences or Conventions will be granted, where reasonably possible to not more than four (4) employees at a time, for a period not to exceed a total of thirty (30) days collectively in any one (1) year. Not more than one (1) such employee shall be from any one (1) functional section of a Department unless otherwise approved by the Department Head. During these absences, the Corporation will continue to pay the employee's salary and benefits and invoice the Union for same.

10.04 Requests for Leave

All leaves of absence shall be in writing with at least two (2) weeks advance notice, if possible.

10.05 (a) Pregnancy Leave

An employee who is on pregnancy leave as provided under this agreement who has passed the probationary period and has **accumulated enough insured hours with** the Corporation **to qualify for Employment Insurance benefits** within a ten (10) month period and who provides proof she is in receipt of Employment Insurance Maternity Benefits shall be paid a supplemental Employment benefit for a maximum period of fifteen (15) weeks based on Employment Insurance eligibility for Maternity Benefits, excluding the Employment Insurance waiting period.

The benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly Employment Insurance benefits and any other earnings to a maximum of \$150 (one hundred and fifty dollars) per week and subject to the combined benefits and earning not exceeding ninety-five percent (95%) of the employees weekly earnings provided such employee has a minimum of three (3) months earnings from the Corporation.

(b) Parental Leave Sub Plan

An employee who is on parental leave as provided under this agreement who has passed the probationary period and has **accumulated enough insured hours with** the Corporation **to qualify for Employment Insurance benefits** within a ten (10) month period and who provides proof they are in receipt of Employment Insurance Parental Benefits shall be paid a supplemental Employment benefit for a maximum of fifteen (15) weeks, excluding the Employment Insurance waiting period.

The benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly Employment Insurance benefits and any other earnings to a maximum of \$150 (one hundred and fifty dollars) per week and subject to the combined benefits and earnings not exceeding ninety-five percent (95%) of the employees weekly earnings provided such employee has a minimum of three (3) months earnings from the Corporation.

10.06 Jury or Crown Witness Duty

An employee who is called for jury duty or as a witness in any judicial proceeding as the result of their duties with the Corporation, or as a result of civic duties or as required by the Crown shall be granted time off to fulfill those duties as required by law. ***The employee will present proof of service and the amount of pay received (if any).*** Such an employee shall be paid their regular rate of pay and shall turn over to the Corporation any fees paid to them for that duty, excluding any monies received for travel or meal allowances.

10.07 Bereavement Leave

The term “partner” shall be understood for the purpose of this article to include either of, but not both of current spouse, or, current common-law-partner. Partner may also include a same sex partner. Parent/Grandparent includes step-parent/grandparent, child/grandchild includes step-child/grandchild. A regular employee shall be granted consecutive days leave of absence with pay on death as per the following table:

Days	Employee	Employee’s partner
5	Partner, Mother or Father, Mother or Father’s Partner Son or Daughter, Brother or Sister, or their brother or sister’s partner Son or Daughter of Son or Daughter (Grandchildren), Mother or Father of Mother or Father of Employee’s Mother or Father (Grandparents)	Mother or Father, Mother or Father’s Partner Son or Daughter, Son or Daughter of Son or Daughter (Grandchildren), Mother or Father’s Mother or Father (Grandparents)
3	Son or Daughter’s Partner (Son or Daughter in Law)	Brother or Sister, or their brother or sister’s partner Partner of partners son or daughter
1	Father or Mother’s Brother or Sister (Aunt or Uncle), Aunt or Uncle’s partner Son or Daughter of Brother or Sister (nieces and nephews)	Father or Mother’s Brother or Sister (Aunt or Uncle), Son or Daughter of Brother or Sister (nieces and nephews)

Any regular employee who travels more than 250 kms each way to attend the funeral of any of the above will be granted one extra day of paid leave. ***For distances travelled greater than 1000km each way, any regular employee who attends the funeral of any of the above will be granted two (2) additional days paid leave. The employee will be required to provide a copy of the obituary and proof of their attendance at the funeral to be eligible for this benefit.***

The above is as per definitions of relations as provided only. For the death of family members beyond the specific scope of this list, the City Administrator will consider leave without pay as requested on a case by case basis.

For clarity, it is understood that consecutive days is understood as being consecutive days of work as scheduled which may be interrupted with scheduled days off from work.

It is understood and agreed the Corporation may require proof of death when approving any bereavement leave.

10.08 Memorial Service Leave

An employee who is unable to attend the funeral will be granted one (1) day of leave of absence with pay to attend a memorial service of a member of the immediate family as set out in Article 10.07.

10.09 Funeral Leave for Union

Two (2) representatives of the Union will be permitted leave of absence to attend the funeral of a member of the Union to a maximum of one-half (2) day. Such leave shall be without pay.

10.10 Should April 28th fall on a regular work day the employer shall grant an unpaid leave of absence to two employees selected by the Union to represent the Union at the Day of Mourning Ceremonies.

Article 11 - PAYMENT OF WAGES AND ALLOWANCES

11.01 (a) Basis of Pay

The Corporation agrees to pay and the Union agrees to accept wage and salary rates in accordance with Schedules "A-1", "A-2" and "A-3" attached hereto and forming part of this agreement.

Wages – total compensation increase of **2.9%**, **2.9%** and **2.9%** in each year of the agreement

(b) Itemizing

On each pay day each employee shall be provided with an itemized statement of his wages and deductions. Any retroactive pay shall be itemized as completely as possible.

(c) Pay Equity

The principle of equal pay for work of equal value as per Pay Equity Act, 1987.

(d) Timing

Pay shall be distributed on a bi-weekly basis. The Corporation shall when possible have pay day bi-weekly on Thursday at noon, however, in no case shall pay be later than bi-weekly every Friday at noon.

11.02 Payment of Permanent Transfers

(a) In the case of job posting or reclassification to a new level, a successful applicant will be classified in the starting rate for that particular classification for the period of time specified in Schedules "A-1", "A-2" and "A-3" inclusive, before advancing to the next increment. In the event that the reclassification starting rate is less than the employee's previous rate, then the new rate assigned for the start will be a step in the new salary range which is next higher than the employee's previous rate.

(b) The Employer may pay employees at a rate higher than the starting rate set out herein where the Employer considers previous experience warrants a higher starting rate.

11.03 Rates of Temporary Transfer - Hourly Rated Employees

(a) Higher paying jobs, he shall receive the higher rate for all hours worked after working on the job for a minimum of one (1) hour and after four (4) hours on the job, for the full eight (8) hour shift. This shall not apply to truck drivers and grader operators while plowing snow.

(b) Lower paying jobs, he shall receive his regular rate, except if it is due to a reduction of the working force and otherwise, for a period up to five (5)

working days.

- (c) Lead Hand (when in charge of a job with three (3) or more employees under them) five percent (5%) above the employee's regular rate.

At the discretion of the Corporation, and in recognition of operational requirements at that time, the Lead Hand duty may be assigned as is necessary. Exceptions to the provision of the Lead Hand premium when supervising at least two (2) employees:

- (i) An employee who is overseeing ditching operations when a contractor is working;
- (ii) During the installation or repair of a water service;
- (iii) While leading a grass crew that requires the trailering of equipment.

The Lead Hand rate shall apply to all employees in accordance with item (iii) above.

- (d) Truck Driver plowing snow shall receive Heavy Equipment Operator rate.

- (e) Temporary Acting Supervisor Compensation

At the discretion of the Corporation, an employee may be appointed to a position outside of the bargaining unit without a posting and in such case, the following shall apply:

- i) During the period of appointment, the employee shall continue to remit union dues and will retain and continue to accumulate seniority***
- ii) It is understood that any member of the bargaining unit appointed to a temporary unposted non-union position will not be responsible for labour relations or human resources issues involving bargaining unit members. Such matters will be referred to permanent non-union supervisors and managers***
- iii) During the period of appointment, the employee shall receive the start rate of the non-union Supervisor, or such reasonable rate based on previous work performed in a comparable temporary assignment as recommended by the Director and approved by the CAO***
- iv) It is understood the above conditions come into effect at the start of the hour when a member of the bargaining unit is appointed to a temporary unposted non-union position***

11.04 Rates of Temporary Transfer - Office and Clerical Employees

When an employee temporarily substitutes in or performs the principal duties of a higher paying position as assigned and approved by the immediate manager, such employees shall receive a comparable step rate in a one level advance. In the case of a two or more level advance, the rate shall be at the start rate of the higher paying job.

The rate shall be paid from the first hour of the assignment provided that such assignment is more than one half (1/2) day worked in duration.

11.05 The Corporation and the Union agree to carry out and maintain a Joint Gender Neutral Job Evaluation Program as outlined in the Terms of Reference dated May 18, 1989 as may be amended by the Parties from time to time.

When the duties in any classification are changed or substantially increased or decreased (other than temporarily), or where the Union, Corporation or an employee feels they are incorrectly classified, or when any position not covered by Schedule "A" inclusive, is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Corporation and the Union. If the Parties are unable to agree on the reclassification or rate of pay of the job in question, such dispute shall be subject to the grievance procedure.

Article 12 - HOURS OF WORK

12.01 (a) Office, Clerical

The standard work week shall consist of five (5), seven (7) hour days from Monday to Friday, inclusive, for a total of thirty-five (35) hours per week.

(b) By-law Enforcement Officers

The standard hours of work week shall consist of four (4) eight and three quarter (8.75) hour days for a total of thirty-five (35) hours per week, with days off not necessarily being Saturday and Sunday. However, two consecutive days off will be provided to the employee in each work week.

Standard starting and stopping times shall be 6:00 a.m. to 7:00 p.m. with a one and a quarter (1.25) hour lunch period to be scheduled by the Corporation daily between 11:00 a.m. to 2:00 p.m. The schedule shall be posted three (3) weeks in advance.

In the event of extenuating circumstances or special service requirements, the Chief Building Official may change the schedule on a temporary basis with twenty-four (24) hours notice to the affected employees.

12.02 Hourly Rated Employees

The standard hours of work shall be forty (40) hours per week, eight (8) hours per day, **with two (2) consecutive days off**, unless otherwise scheduled or agreed upon. Starting and stopping times shall be as follows:

<u>DEPARTMENT</u>	<u>STARTING</u>	<u>STOPPING</u>	<u>STARTING</u>	<u>STOPPING</u>
Parks/Cemetery (Mon. to Fri.)	7:30 a.m.	12:00	12:30 p.m.	4:00 p.m.
Public Works (Mon. to Fri.)	7:30 a.m.	12:00	12:30 p.m.	4:00 p.m.
Arena	Schedule to be posted three (3) weeks in advance			
Public Works (Sweeper Operator)	When sweeper operations are in effect, the sweeper operators hours are normally: 5:00 a.m. to 1:00 p.m.			

Notwithstanding the scheduled hours outlined above the employer may, in response to service requirements, schedule employees to work between 12:00 and 12:30 provided the employee(s) required to work is/are paid a premium at the rate of time and one-half time (1.5) for the time worked and the employees are afforded the option of taking an uninterrupted paid twenty (20) minute lunch break later in the afternoon or leaving 30 minutes early at the end of the day with no loss in pay.

12.03 10 Hour Shift Schedules

It is understood that where 10 hour shifts are in use or implemented, employees working such shifts shall be in an equitable position vis-à-vis employees working five (5) eight (8) hour shifts for a forty (40) hour work week inasmuch as the terms and conditions of this Agreement is concerned. Therefore, except as otherwise provided in this Article, the terms and conditions of this Agreement apply to working 10 hour shifts.

- a) The standard hours of work shall consist of ten (10) consecutive
- b) The standard work week shall be a total of forty (40) hours per week. Employees will not be scheduled to work regular shifts comprising more than forty hours in the pay period.
- c) **Employees shall be scheduled two (2) consecutive days off.**

12.04 Changes in Foregoing Scheduled Hours

The Corporation does not guarantee the above standard or other hours of work, but, before any change is made in the stopping and starting times or new or different shifts are established, there will be prior notice to and discussion with the Union.

12.05 Definition of a Working Day

- (i) The working day shall be deemed to begin at 12:00 o'clock midnight and run to 11:59 p.m., unless otherwise specified.
- (ii) Time worked on the same job past 12:00 o'clock midnight shall be deemed to be continuous and be paid accordingly.

Article 13- OVERTIME

13.01 Time worked beyond the standard work day and the standard work week shall be considered as overtime.

(a) time and one-half

- (i) for the first eight (8) hours in excess of scheduled daily hours, and
- (ii) for the first eight (8) hours on Saturday if the employee is not scheduled to work on Saturday, and
- (iii) for the first eight (8) hours of an employee's first scheduled day off in a work week

Overtime at Double Time

(b) double regular wage rate

- (i) for all hours worked in excess of eight (8) hours overtime of scheduled daily hours, **or**

- (ii) for all hours worked after the first eight (8) hours on Saturday if the employee is not scheduled to work, **or**
 - (iii) for all hours worked after the first eight (8) hours of an employee's first scheduled day off in a work week, **or**
 - (iv) on Sunday, if not scheduled to work on Sunday, **or**
 - (v) on an employee's second scheduled day off in a work week (***with the exception of employees working a Monday to Friday work schedule***), **or**
 - (vi) on Christmas Day and New Year's Day.
- (c) No overtime for office and technical employees shall be paid for a period of less than fifteen (15) minutes work immediately following the completion of the regularly scheduled working hours on any day. Thereafter, in all cases, when overtime continues it shall be paid to the closest fifteen (15) minute increment.
- (d) Should a service call be received after 2:00 p.m. affecting Public Works Department and there is a reasonable potential for overtime to occur, the overtime list shall be utilized when assigning staff to respond to the service call where said employee(s) is readily available for such an assignment. If the employee works less than **two (2) hours** past the scheduled daily shift they remain on the overtime list. If the employee works more than **two (2) hours** past the scheduled daily shift they are deemed to be working overtime and will be removed from the list.
- (e) An employee who is called in outside of their scheduled hours shall be paid at either a minimum of four (4) hours at straight time rates, or for all time worked on such call-in at the applicable overtime rates, whichever is greater.

(i) Call-In

An employee who is called in outside standard hours, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight-time rates or at the applicable overtime rate for the time worked on the call-in, whichever is greater. For clarity, the employee accepting a call in will be paid commencing from the time of accepting the offer of overtime from the Supervisor.

An employee is expected to provide a physical response to the work place within forty-five (45) minutes of the service call.

(ii) Scheduled Overtime

To ensure operational efficiency and effective co-ordination of the overtime, employees contacted and accepting an overtime opportunity, subject to being provided no less than one (1) hour advance notice, will commence their overtime period upon reporting to the workplace at the start time as designated by the Supervisor.

- (f) The work will be continued by the person that started the job and will be considered continuous service.
- (g) Effective January 1, 2011, when an employee is advised by the Corporation that they are on-call, that is, immediately available by direct telephone contact, they shall be paid straight-time wages in accordance with the following schedule: Monday to Friday inclusive 1.0 hours pay per day
Saturdays, Sundays and Holidays 1.5 hours pay per day

All hours actually worked by an on-call employee shall be paid at overtime rates in accordance with Article 13 Overtime of this Agreement. On-call duty shall be equitably divided among the qualified employees who are usually engaged in the operations involved.

Notwithstanding the above, assigned on-call duty may be freely exchanged with another qualified employee provided that prior written notice is given and the appropriate non-union supervisor or manager is in agreement.

13.02 Overtime Authorization

All overtime must be authorized, in writing if possible, by the Department Head or Supervisor, prior to being worked and in any event must be so authorized prior to being paid.

13.03 Non-Pyramiding of Overtime

- (a) Neither overtime premium or credits for overtime shall be pyramided.
- (b) By mutual agreement between the Employee and the immediate supervisor, time off, effective January 1, 2004 to a maximum of sixty-four (64) hours of pay per calendar year for hourly rated employees and fifty-six (56) hours of

pay per calendar year for office and clerical employees, earned by overtime at time and one-half or double time shall be granted to permanent employees in lieu of cash payment for overtime worked. It is agreed that such accumulated time not scheduled to be taken off by November 30 of the calendar year, shall be paid for by the Corporation in the pay period following the November 30th deadline.

The application of the above is dependent on the Employee notifying the supervisor, in writing, on the prescribed form by November 30 of the preceding year, if they wish their first hours of overtime worked, equivalent to the maximum allowed to be banked.

13.04 Lay-Offs and Overtime

Employees shall not be required to lay-off during regular hours for the sole purpose of equalizing any overtime worked. It is understood that regular employees that are laid off will be offered available work they are qualified to perform before over-time is offered to regular full-time employees.

13.05 Regular Employee Priority for Overtime

Overtime opportunities and call outs in the Operations Department shall be handled as follows taking into account the special provisions for clarity at the end of the article;

PUBLIC WORKS Operations

The public works department shall create and maintain "function based lists" as follows;

1. Truck Driver
2. Heavy Equipment Operator
3. Underground Services
4. Labourers
5. Miscellaneous (Comprised of the 4 lists above)
6. Backup Truck Driver

When overtime work is required, available staff from the appropriate function based list will be called in order of the primary overtime list for this employee group. Once the initial overtime opportunity has been offered, and the overtime is still available, the overtime opportunity shall be offered to the person on the secondary list of those employees qualified to work the overtime on a rotating

schedule. With the exception of winter control, once the secondary list is exhausted, a Casual employee may be called to perform the work. The parties will work together to ensure the lists are maintained and qualifications are updated as necessary. It is the intent of the Corporation to post the updated overtime lists each Monday by noon.

Community Services (Parks /Cemetery/Arenas and Pool)

PARKS Operations

When overtime work is required, available staff from the appropriate function based list will be called in order of the primary overtime list for this employee group. Once the initial overtime opportunity has been offered, and the overtime is still available, the overtime opportunity shall be offered to the person on the secondary list of those employees qualified to work the on a rotating schedule. Once the secondary list is exhausted, a Casual employee may be called to perform the work. The parties will work together to ensure the lists are maintained and qualifications are updated as necessary. It is the intent of the Corporation to post the updated overtime lists each Monday by noon.

Representatives of the parties will meet as required to establish and maintain the secondary list for Parks.

CEMETERY Operations

When overtime work is required, available staff from the appropriate function based list will be called in order of the primary overtime list for this employee group. Once the initial overtime opportunity has been offered, and the overtime is still available, the overtime opportunity shall be offered to the person on the secondary list of those employees qualified to work the overtime on a rotating schedule. Once the secondary list is exhausted, a Casual employee may be called to perform the work. The parties will work together to ensure the lists are maintained and qualifications are updated as necessary. It is the intent of the Corporation to post the updated overtime lists each Monday by noon.

Representatives of the parties will meet as required to establish and maintain the secondary list for the Cemetery.

ARENA Operations

When overtime work is required, available staff from the appropriate function based list will be called in order of the primary overtime list for this employee group. Once the initial overtime opportunity has been offered, and the overtime is still available, the overtime opportunity shall be offered to the person on the secondary list of those employees qualified to work the overtime on a rotating schedule. Once the secondary list is exhausted, a Casual employee may be

called to perform the work. The parties will work together to ensure the lists are maintained and qualifications are updated as necessary. It is the intent of the Corporation to post the updated overtime lists each Monday by noon.

Representatives of the parties will meet as required to establish and maintain the secondary list for Arenas.

POOL Operations

When overtime work is required, available staff from the appropriate function based list will be called in order of the primary overtime list for that employee group. Once the initial overtime opportunity has been offered, and the overtime is still available, the overtime opportunity shall be offered to the person on the secondary list of those employees qualified to work the overtime on a rotating schedule. Once the secondary list is exhausted, a Casual employee may be called to perform the work. The parties will work together to ensure the lists are maintained and qualifications are updated as necessary. It is the intent of the Corporation to post the updated overtime lists each Monday by noon.

Representatives of the parties will meet as required to establish and maintain the secondary list for the Pool.

SPECIAL PROVISIONS FOR CLARITY

- a) Employees are required to provide the employer with a current telephone number for inclusion on the primary and secondary overtime and call out lists. It is understood the Employer is only obligated to call one phone number and the Employee is responsible for ensuring the Employer has the correct contact number.
- b) For clarity employees on the secondary list may be bypassed if working the overtime opportunity would result in the employer having to provide that employee paid time off as a result of exceeding the maximum hours of work under the Employment Standards Act.
- c) There may need to be more than one secondary list for certain Public Works & Community Services operations due to specific operational duties or equipment such as for: heavy equipment, ice surfacing machinery, chain saws or other specialty equipment.

- d) There may need to be seasonally based secondary lists for Public Works & Community Services as a result of the seasonal operation of the Pool and the off season operation and maintenance of the Arenas.
- e) Secondary lists will be discussed prior to posting the lists. Disputes regarding list composition that can't be resolved by the parties will be subject to resolution through 3rd party mediation.
- f) To the extent it is operationally feasible, the Employer will take reasonable steps to ensure employees in the Public Works & Community Services operations are cross-trained. Employees that do not participate in training for a specific department will be dropped from the secondary list for that department.
- g) In the event the employer has not filled the overtime opportunity in an operation after exhausting both the primary and secondary lists of regular employees, the overtime opportunity be offered to casual employees from the affected operation.
- h) It is understood that the employer can fill open shifts (sick, vacation, lieu) with casual employees that would otherwise be laid off provided it does not involve overtime.
- i) For the purposes of winter control only (snow plowing, sanding/salting, winging), Casual employees only when on layoff will be used as required prior to offering overtime to those on the secondary list.
- j) Overtime that is a continuation of the workday will be assigned as per article 13.01 (d) and (f) should additional overtime opportunities exist they shall be offered in accordance with article 13.05.

13.06 An employee who should have been provided an overtime opportunity, and where it has been established that the failure to receive such an offer was not the fault of the employee but was the result of an error in the call out procedure, the affected employee shall be provided an opportunity to work the same hours at the applicable overtime rate as the employee who did receive the overtime.

To ensure the overtime opportunity is properly communicated, when an employee is called for overtime and the call isn't answered directly by the

employee at the contact phone number as provided, a voice mail message will be left to confirm that the call was made.

Article 14 - SHIFT PREMIUMS

- 14.01 Employees who are scheduled to work on shifts other than day shift shall receive additional compensation as a premium of \$1.00 per hour for all hours worked.
- 14.02 Employees who are scheduled to work on Saturday and Sunday as part of their regular shift shall receive additional compensation as a premium of \$1.00 per hour for all hours worked.

Article 15 - VACATIONS

15.01 Vacation Entitlement

Effective July 1, 2017, Regular employees shall be entitled to vacations based upon the following table of entitlement at the appropriate percentage of gross earnings of the year from July 1st of the previous year to the current June 30th or at the normal weekly pay times the weeks of entitlement at the employee's regular rate as of June 30th, whichever is the greater.

<u>Years of Service by July 1st</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Up to 1 Year	1 day per month of service (max. ten (10) days)	4%
1 Year but less than 3	2 weeks	4%
3 Years but less than 9	3 weeks	6%
9 Years but less than 16	4 weeks	8%
16 Years but less than 25	5 weeks	10%
25 Years or more	6 weeks	12%

It is understood that vacation entitlement earned during the first year of employment will be Employment Standards Act compliant.

15.02 A regular employee entitled to more than one (1) week vacation shall be entitled to take the entire vacation at one time as far as is practical to do so and at the discretion of the Corporation. Vacation pay based on overtime earnings to be paid to everyone not later than July 31st where possible.

15.03 Vacation Scheduling

By January 15th, each department shall post a list and the employees shall indicate before March 1st, the vacation period they wish. The Department Head shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as they consider consistent with the efficient functioning of the department.

15.04 Posting of Schedule

The Department Head shall post a list of the vacation periods before March 15th. After March 15th, the Department Head or the employee shall not alter the vacation periods unless by mutual consent.

For vacation requests other than those under Article 15.03, vacation request sheets shall be returned to the employee by the supervisor/manager as soon as possible, but in any event not later than two (2) working days following the end of the day the request was submitted.

15.05 Payment of Vacation Pay

Provided the vacation schedule gives the Corporation at least one (1) week's advance notice, an employee's vacation pay for that vacation period will be paid on the last office day preceding commencement of such vacation period.

15.06 Approved Leave During Vacation

Where a regular employee qualifies for sick leave requiring hospitalization, or bereavement, or any other approved leave during the period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date as approved by the Department Head.

15.07 Vacation and Termination

Regular employees who terminate their employment at any time during vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

15.08 Vacations

All requests for carry forward of unused vacation must be submitted through the immediate supervisor, to the Administrator, for consideration. All requests must be received prior to April 30th of the year. If approved, the vacation days must be used prior to the current vacation entitlement and will be paid at the rate in effect at June 30th in the year of carry forward authorization.

15.09 An employee may request up to a maximum of ten (10) days for vacation use on an individual day, a part day or in groups of less than one (1) week.

15.10 It is also understood and agreed that vacation time with pay will be pro-rated in accordance with earnings received from the Employer during the vacation accrual period. At the discretion of the employee, the balance of vacation entitlement per Article 15.01 may be taken as vacation time without pay.

Article 16 - PAID HOLIDAYS

16.01 List of Holidays

Regular employees who are scheduled to be off work on any of the following paid holidays shall receive their regular daily rate of pay for such holiday:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	2 Float Days
<i>National Day for Truth & Reconciliation</i>	

and any other day proclaimed as a holiday by the Federal or Provincial Government; provided that they have worked their entire regularly scheduled shift immediately preceding and succeeding the paid holiday unless written permission is obtained from the supervisor and provided that they have worked in the calendar week in which the holiday is observed. Written permission will be given for an absence on sick leave, bereavement leave or jury duty leave.

16.02 Scheduled Work on a Paid Holiday

Employees who are scheduled to work on the day of observance of one of the paid holidays:

(a) and who do so work, shall receive, in addition to the pay provided in Article 16.01, one and one-half (1 1/2) times their wage rates for all hours worked on such holiday, or

(b) who do not so work on such paid holiday shall not receive the pay provided in Article 16.01.

16.03 Holiday Falling During Vacation

If a paid holiday is observed during an employee's vacation, such employee shall either be given another day's vacation with pay or wages in lieu thereof.

16.04 Holiday Falling on a Weekend

Should any paid holiday fall on a Saturday or a Sunday, the preceding Friday or the following Monday (or such day as may be mutually agreed) shall be observed as the holiday.

Article 17 - REST PERIODS

17.01 There shall be two (2) fifteen (15) minute rest periods, one in each half of a standard, scheduled working day in accordance with the Corporate policy and procedures.

Article 18 - PENSION PLAN

18.01 The Corporation will continue its contributions to the present pension plan (OMERS) as required by Provincial Legislation.

18.02 a) **For eligible employees who retire after January 1, 2016, but before January 1, 2020** the Corporation will pay its share of the premium costs of the General Insurance Program on behalf all employees who retire early as recognized by O.M.E.R.S. This is to include items covered in Article 19.01 (a), (b), (d), (e), (f) and (h) to age 65. Article 19.01 (c) has a lifetime benefit maximum of \$20,000.00 Limitation of coverage to age 65 for all benefits under Article

19.01, except as defined in Article 19.01 (b).

Article 18.02 shall only apply to those employees who have been in the employment of the Corporation for a minimum of ten (10) years.

b) For eligible employees who retire after January 1, 2020 the Corporation will pay its share of the premium costs of the General Insurance Program on behalf of all employees who:

- (i) have been continuously employed by the Corporation for a minimum of ten (10) years; and**
- (ii) elect to retire early as recognized by OMERS.**

Benefits coverage for early retirees under the General Insurance Program shall continue to age 65 and shall be limited to the benefits under Articles 19.01 (a), (b), (c) (subject to a lifetime maximum of \$50,000.00), (d), (e), (f) and (h) without further right or entitlement. For these purposes, retirement shall mean that the employee has:

- (i) determined a specific date of retirement immediately following the date of their last paid date with the City;**
- (ii) advised management (in writing) of the intent to retire (in accordance with Article 18.03 below);**
- (iii) formally requested the Corporation to complete and submit a pension application to OMERS; and**
- (iv) then receives OMERS pension effective immediately following the date of their last paid date with the City**

18.03 It is agreed that the first day of retirement shall be the first day of the month following the month an employee retires and resigns their employment, at which time seniority will cease.

It is understood that once an employee has determined a date of retirement, they are responsible to advise their manager in writing of their intent to retire and specify the retirement date. The employee will endeavour to provide written notice of retirement **within three (3) months of the retirement date and no later than thirty (30) days before the date of retirement** as a reasonable period to process the retirement and to ensure refilling the position as may be required by the Corporation.

Article 19 - GENERAL INSURANCE PROGRAM

19.01 The Corporation will provide the following General Insurance Program for regular employees:

- (a) Green Shield Prepaid Services Inc. Semi-Private Hospitalization
- (b) Life Insurance and Accidental Death and Dismemberment
 - (i) For active employees, (2) times salary to next \$1,000.00 life insurance and AD&D coverage.
 - (ii) for active employees over 65 years of age; will be provided \$8,000 life insurance and AD&D coverage.
 - (iii) For those employees who retire under Article 18.02; will be provided \$8,000.00 Life Insurance only and excludes AD&D coverage.
 - (iv) For those employees who elect to retire at age 65 and have 10 years of continuous employment with the Corporation will be provided \$8,000.00 Life Insurance only and excludes AD&D coverage.
- (c) Green Shield Prepaid Services Inc., Extended Health Care and Drug Plan - \$20/\$40 deductible
- (d) Eyeglasses
\$400.00 (four hundred dollars) every twenty-four months.

This benefit may be applied to laser eye surgery.

Vision Examination

Seventy-five dollars (\$75.00) every twenty-four months.

It is understood and agreed that the Employment Insurance Rebate will be applied by the Corporation in providing this benefit as long as the Corporation remains eligible for the rebate. If the E.I. rebate is no longer available, the benefit continues.

Hearing Aids

\$700.00 (seven hundred dollars) every three years

(e) Dental Plan presently underwritten by Green Shield Prepaid Services Inc., to be continued with:

- Effective May 1, 2003 maintain a one (1) year lag on O.D.A. schedule.

- Effective January 1, 2017 the Corporation will provide a benefit which will cover Orthodontic Services, Crowning, Capping, Implants and Dentures. This benefit will be 50%/50% co-insured to a maximum of \$2,000.00 lifetime per person.

(f) Chiropractic coverage effective January 1, 2006 first dollar coverage to a maximum of \$250.00 (two hundred and fifty dollars) per year.

(g) A Long Term Disability Plan to provide 75% of normal gross monthly earnings to a maximum of \$5,500.00 until age 65, plan to be "own occupation first two years coverage", to be effective after seventeen (17) weeks of disability or expiry of sick leave credits, whichever is the later. Premiums for L.T.D. to be shared 75% by Employer, 25% by Employee. Usual provisions of W.S.I.B., C.P.P., and O.M.E.R.S. to be applicable.

(h) Massage therapy \$300 maximum per year

19.02 Corporate Contribution

The Corporation will contribute one hundred percent (100%) of the premiums in effect for the General Insurance Program except for the specific exemptions and deductibles outlined in Section 19.01.

19.03 Limitation of Plans

Coverage of the Plans set out in Article 20.01 shall be subject to the rules of the carriers.

19.04 Limitations on Corporation's Contributions

The contributions of the Corporation shall be limited, in the following cases to:

(a) Workers' Compensation Disability - for a period not in excess of two (2) years.

(b) Authorized Leave of Absence without pay - not in excess of one (1) month.

- (c) Absence due to illness - for the duration of paid sick leave, or a period of seventeen (17) weeks, whichever is the greater. Benefits provided under Article 19.01 to be paid by the Employer while on Long Term Disability Benefit.
- (d) Coverage upon lay-off - an employee laid off shall cease to qualify for the above benefits at the end of the calendar month in which such employee is laid off ; however, where a lay-off is of a temporary nature, the person may continue the program, with the exception of Long Term Disability, by paying the total cost to the Corporation by the fifteenth (15th) of each month.
- (e) Change in Status - Responsibility - Employees are responsible for promptly informing the Finance Department on the appropriate form of any change in their eligibility or that of their dependents for coverage under any of the Plans in this Article 20 and any existing premiums paid on behalf of the employee shall be recoverable from the employee in the event such employee neglects to so inform the Corporation. The Corporation agrees to indemnify the employees against failure on the part of the Corporation to act on the notice received.

19.05 Corporation Right to Select Carrier

The Corporation shall have the right to determine the insurance carrier of any of the fringe benefits under the general insurance plan, assuming equal coverage is provided. For further certainty, in this section, coverage includes both entitlement to benefits and costs to the employee. In the event of an increased cost to an employee, the Corporation agrees to pay 100% of the difference between coverage under the policy in effect as of the commencement date of this Agreement and any new policy.

Article 20 - SICK LEAVE PLAN

20.01 Monthly Credits and Exceptions

Regular employees shall be entitled to one and one-half (1 1/2) days per month sick leave for each month of unbroken service, but shall not be entitled to draw against it until they have completed thirty (30) days employment. Service shall be considered broken, with no monthly credit granted, if an employee fails to work all scheduled shifts in that month.

Exceptions to this requirement would be in the event of:

- (a) accident occurring while on duty;

- (b) illness for which an employee is entitled to be paid sick leave;
- (c) authorized leave of absence not in excess of ten (10) days per month;
- (d) paid vacation as provided for in this Agreement.

20.02 Maximum Accumulation

The unused portion of sick leave in any year may be accumulated from year to year.

20.03 Payment of Credits

Payment of accumulated sick leave shall be made only for the purposes of illness or non-compensable accident which are established to the satisfaction of the Corporation. The number of days for which an employee receives sick pay shall be made from accumulated sick leave. Sick leave credits shall be used by the employee to replace or supplement income during illness or non-compensable accident on the basis that one (1) hour will be charged to the accumulated sick leave bank for every hour used by the employee, to the nearest quarter hour.

20.04 Workplace Safety & Insurance Board Supplementation

- (a) An employee who is off work as a result of a compensable injury incurred in the performance of their duties shall continue to receive full payment of wages beginning with the day of the injury and continuing to the extent of the employee's earned sick leave credits or until an award of permanent, partial or complete disability is made by the Workplace Safety and Insurance Board, whichever occurs first.

Wages paid by the Corporation prior to receiving money from the Workplace Safety and Insurance Board and the "top-up" provision after money is received from the Workplace Safety and Insurance Board shall be charged against the employee's sick leave credits. Any overpayment resulting from this advancement will be repaid to the Corporation subject to a reasonable repayment plan.

The "top-up" shall be the amount equal to the difference between the employee's net pay and the amount received from the Workplace Safety and Insurance Board; any sick leave credits used beyond this difference shall be credited back to the employee.

When the employee's sick leave credits become exhausted, the Corporation will cease "top-up" of the wages and the take home pay of the employee shall

be adjusted accordingly. Wage replacement benefits from the Workplace Safety and Insurance Board shall be assigned to the Corporation.

- (b) The Corporation agrees to supply the employee affected with a copy of the Workplace Safety and Insurance Board's Form 7 at the time of filing same. The Corporation will immediately notify the Union and the employee of its intent to dispute a claim.

20.05 Annual Report

Each employee shall be supplied with a report of the balance of their sick leave credits to December 31st of the previous year, before April 1st of each year.

20.06 Medical Certificate

The Corporation may require an employee to produce a certificate at the employer's expense, from a qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to illness or injury. It is understood reimbursement for such medical certificates will be limited to the amount of the usual and customary fee charged by a qualified medical practitioner.

20.07 Emergency Illness in Immediate Family

In any calendar year, a maximum of **seven (7)** days may be deducted from accumulated sick leave credits for emergency matters in connection with serious illness of a member of the employees immediate family, subject to approval of the employees immediate supervisor or Department Head. For the purposes of this Article, the immediate family shall be defined as spouse, common law partner, son, daughter, mother or father, brother, sister, mother/father-in-law, grandparents and step-children. It is understood the use of these days form part of the Family Emergency Leave entitlement under the *Employment Standards Act, 2000*.

20.08 Payment Upon Retirement or Death

Regular employees with one (1) or more years of service shall receive one-half (1/2) of their accumulated sick leave credits to a maximum of six (6) months earnings upon normal retirement. Upon the death of an employee while in the employ of the Corporation, such entitlement as set out herein shall be paid to the estate of the employee.

20.09 Payment Upon Termination of Employment

Regular employees with four (4) or more years of service shall upon termination receive a gratuity of one-half (1/2) of their accumulated sick leave credits to a maximum of six months' earnings.

20.10 Duty to Accommodate

The Corporation and the Union accept their duty to accommodate employees who have become ill or are disabled, and those who are unable to continue work in their regular classification. The Corporation and the Union will review each case to discuss the accommodation measures to be implemented. Any exception to the seniority provisions will be discussed with the Union prior to the accommodation. This Article does not oblige the Corporation to create a new position as an accommodation measure, but such option will be considered by the Corporation as a temporary transitional work plan or work trial, where appropriate in the circumstances.

A medical certificate from a Registered Healthcare Professional, acceptable in content to the Corporation, must be submitted in accordance with the Employees obligation in assisting with the accommodation process. The Corporation reserves the right to have the Employee examined by a Healthcare Professional of its choosing to confirm the disability. In the event of a disagreement or contradictory medical reporting, the issue shall be resolved by referral to an independent Healthcare Specialist.

The appointment of an Employee to a vacant position or position used for a temporary transitional work plan or work trial as a temporary accommodation is not a violation of the Collective Agreement.

The Employee will safely work within their restrictions and limitations in accordance with the accommodation.

An Employee who has been accommodated will have their status reviewed at least every six (6) months, and where appropriate to do so, and provide updated medical certification as may be requested by the Corporation.

The accommodated employee may apply for posted vacancies which are within their restrictions and limitations, and where the Employee has the skill and ability required by the job. Such consideration will be in accordance with Article 9.04 of the Collective Agreement.

Article 21 - TOOLS, EQUIPMENT AND CLOTHING

21.01 The Corporation will provide such tools and equipment needed to carry out the work of the Corporation except those tools required and supplied by the Mechanic in the performance of their duties.

21.02 Clothing and Footwear

Effective **upon ratification**, the Corporation will pay up to **two hundred dollars (\$200)** annual maximum limit for the purchase of safety footwear per year for those employees whose jobs require safety shoes or boots on the submission of the appropriate sales invoice. There is no limit to the number of pair per year the employee purchases. The Corporation will provide up to two hundred dollars (\$200.00) per year as a winter clothing allowance to outside workers for the purchase of winter work wear.

The Corporation will provide up to two hundred and twenty-five dollars (\$225.00) per year as a winter clothing allowance to outside workers for the purchase of winter work wear.

For the purpose of Article 21.02 Winter work wear eligible for reimbursement is to be worn for work and means the items listed below:

Parka, insulated jackets, insulated coveralls, insulated vests, insulated pants, insulated jeans, Duratex Duck Weave cotton canvas cargo pants or equivalent high visibility reflective work pants, balaclavas, winter socks including polypropylene socks, sweatshirts, hoodies, long underwear, toques, neck warmer, ear muffs.

Eligible employees may obtain insulated coveralls from the City directly or from a third party supplier. If they choose to obtain them from the City directly, \$150 will be deducted from their \$225.00 winter clothing allowance for that year.

Eligible employees may obtain an insulated jacket or parka from the City directly or from a third party supplier. If they choose to obtain either from the City directly, \$125.00 (for each) will be deducted from their \$225.00 winter clothing allowance for that year. If they purchase either from a third party supplier and wish to get reimbursed in whole or in part from their clothing allowance, they must provide the parka or insulated jacket to the City at the time of providing their invoice and the City will affix a City logo at the City's cost.

All requests for reimbursement will require itemized receipts. If the receipt isn't clear the employee may be asked to produce the clothing item to confirm it is an item approved for reimbursement.

21.03 The Corporation will provide to Enforcement Staff the following winter work wear:

One (1) jacket; OR
One (1) reflective parka

This is subject to an annual max cap at \$200.

The Corporation requires Enforcement staff to wear uniforms and therefore, in addition to the above, the Corporation will provide to Enforcement staff uniforms as necessary to an annual max cap of \$200.

Effective **upon ratification**, the Corporation will pay up to **two hundred dollars (\$200)** annual maximum limit for the purchase of safety footwear per year for those employees whose jobs require safety shoes or boots on the submission of the appropriate sales invoice. There is no limit to the number of pair per year the employee purchases.

21.04 Employees who are on extended sick leave of long term disability shall not be entitled to the provisions of this Article until they return to work.

21.05 Ownership of Tools and Equipment

It is understood that the above tools, equipment and clothing are the property of the Corporation, except those tools which are the property of the Mechanic and are to be returned to the Corporation immediately following an employee's termination of employment with the Corporation.

Article 22 - FIRST AID KITS

22.01 First Aid Kits will be supplied by the Corporation and kept in places easily accessible to all employees.

Article 23 - SAFETY PROVISIONS

23.01 It is mutually agreed that both parties will continue to co-operate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.

Article 24 - CASUAL EMPLOYEES

24.01 In the case of casual employees who are hired for individual programs and are not regarded as year round employees, Articles covering Bereavement Leave, Sick Leave, Vacations, Pensions and General Insurance Program shall not apply to this employment except Paid Holidays that fall within the period that employees are scheduled to work upon the Casual Employees qualifying for Union membership

Compassionate leave will be granted without pay.

Casual employees will have access to the EAP provided by the employer.

24.02 Upon successful completion of the probationary period, casual employees will become eligible to receive reimbursement for approved safety footwear in accordance with Article 21.03 when providing the original receipt for such purchase.

Article 25 - DUPLICATION OF PAY

25.01 (a) For the same period of time, an employee shall not receive payments:

(i) under more than one provision of this Agreement except for shift premium and overtime and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday; nor

(ii) under a provision of this Agreement and from an outside source to which the Employer makes direct contributions such as Workers' Compensation, Unemployment Insurance, Canada Pension Plan, etc. with the understanding that this does not affect the method of handling retirement pensions or make-up pay for jury duty as specified in Article 10.06.

(b) In the event of a situation where duplicate payment under Section 25.01 (a) (i) and (ii) might be in question, the employer shall make up the payment applicable if need be, so that the employee receives the more favourable treatment.

Article 26 - MILEAGE RATE

26.01 A mileage rate per kilometre shall be paid by the Corporation for all authorized mileage to an employee so required to use their vehicle in the performance of

their duties. The mileage rate shall be as established annually by the Federal Department of Finance.

- 26.03 On construction sites in new developments or other projects where the Corporation considers it necessary for the employee to operate a vehicle on the site, the Corporation will provide means of transportation during the period of the construction of the underground services. The Corporation will cease to supply means of transportation once the first lift of granular road base has been placed.

Article 27 - BULLETIN BOARDS

- 27.01 The Corporation agrees to the posting of Union Notices on a Bulletin Board. Such notices shall relate to appointments, meetings, elections and conventions of the Union, social and recreational affairs and shall first be approved by a delegate of the Corporation before being posted.

Article 28- NOTICES

- 28.01 Each employee shall keep their Department Head informed of their current address and telephone number.

- 28.02 All communications between the parties shall be addressed to:

- (a) Chief Administrative Officer
Corporation of the City of Thorold
P.O. Box 1044
3540 Schmon Parkway
Thorold, Ontario
L2V 4A7
(in the case of the Corporation)
- (b) To the President of Local 151 of CUPE
at the last known address
(in the case of the Union)
- (c) Copy to the Union Office
Niagara Area Office
Two Westport Centre
110A Hannover Drive, Suite 101
St. Catharines, Ontario
L2W 1A4

Article 29 - COPIES OF AGREEMENT

29.01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Corporation will distribute sufficient copies of the Agreement within thirty (30) days of signing. The Union agrees to pay to the Corporation one-half (1/2) of the cost of printing the necessary copies of the Agreement on condition a unionized print shop is used for the printing.

Article 30 - TUITION AND TRAINING

30.01 Tuition and Training

The Corporation will endeavour wherever reasonable and practicable to give interested employees the opportunity of gaining experience from time to time in other work operations to enable such employees to qualify for higher-paid positions. During any such temporary training period, there will be no change in the basic rate of pay of any employee involved.

It is understood that any training and development opportunity or tuition reimbursement program is subject to the budgetary limits as approved by Council.

30.02 Payment of Tuition Fees

Should an employee successfully complete a course of study approved before enrolment by the Corporation, the Corporation will pay the cost of tuition.

Article 31 - GENERAL

31.01 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

31.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the remainder of the Agreement shall remain in full force and effect.

Article 32 - DURATION OF AGREEMENT

- 32.01 This Agreement will be effective January 1, **2022** until December 31, **2024** and from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days nor less than sixty (60) days prior to the expiration date in any year, of their desire to amend same.
- 32.02 In the event of notice being given, negotiations with a view to arranging a new agreement shall begin within fifteen (15) days. Both parties will endeavour to commence negotiations at the earliest possible date in an effort to achieve a new collective agreement.

For the purposes of preparing Schedule A of the collective agreement, it is understood that the following list of equipment is compensated as a Heavy Equipment Operator/Maintenance III as follows:

1. Hydraulic Backhoe
2. 1 ½ yard Front End Loader
3. Sweeper
4. Truck Driver Plowing Snow

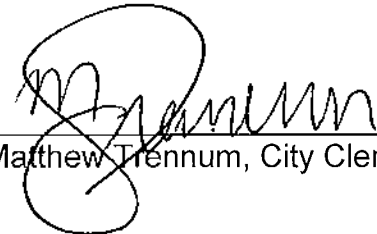
SIGNED, SEALED AND DELIVERED AT THOROLD, ONTARIO, THIS 17 DAY OF MAY 2023.


CORPORATION OF THE
CITY OF THOROLD


CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 151


Terry Ugolini, Mayor


Dan Hales, President


Matthew Trennum, City Clerk


Andrew Birnie, Vice President


Frank Girhiny, Secretary


Bertha Goucher, Treasurer

APPENDIX "A"

The list of equipment which commands – Maintenance III **Public Works**

- 1) **John Deere Tracker -6105-E**
- 2) Hydraulic Backhoe
- 3) 1-1/2 yard Front End Loader
- 4) Sweeper

APPENDIX "B"

The list of equipment which, when plowing snow, provides the job rate of the Maintenance II (Truck Driver) job rate as follows:

- 1) Pick-up Truck
- 2) **1 Ton Dump Truck**
- 3) Tractor

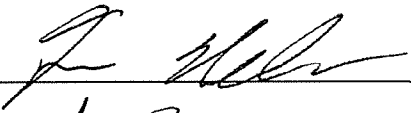
LETTER OF UNDERSTANDING

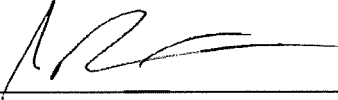
BETWEEN

THE CORPORATION OF THE CITY OF THOROLD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 151


The parties agree that within 90 days following ratification of the current collective agreement, the corporation will organize for the City's benefit provider to provide the Union executive with a benefits presentation. The purpose of the presentation will be for the union to better understand their benefit utilization and request to reallocate funds within the existing budget.

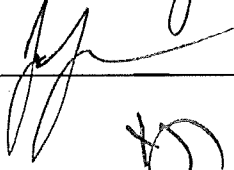
FOR THE UNION

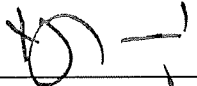




FOR THE CORPORATION







LETTER OF UNDERSTANDING

RENEWED FOR THE COLLECTIVE AGREEMENT 2022 ~~2019~~ - 2024
LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF THOROLD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 151

The parties agree that **during the life** ~~within 90 days following ratification~~ of the current collective agreement, they will establish a working committee with a mandate to explore the feasibility of negotiating an **improved** short term / long term disability plan to replace the current sick leave plan.

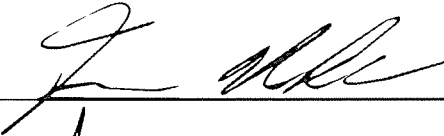
Any changes proposed by the committee would need to be ratified by the parties. The committee shall be comprised of equal representation from both parties and members shall be selected by the respective parties.

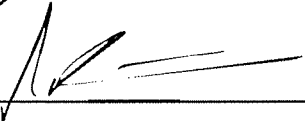
Union members shall be deemed to be at work while working on the committee to the extent they shall suffer no loss in wages.

The committee shall have access to outside assistance of their choosing.

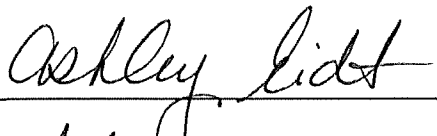
Dated this 9 th day of February, ~~2022~~ 2019. 2023

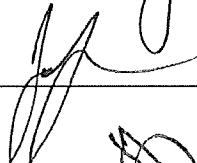
FOR THE UNION

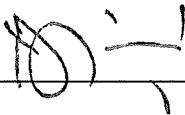




FOR THE CORPORATION







SCHEDULE A

Hourly rates effective January 1, 2022 to December 31, 2024

		2022		2023		2024	
		2.90% Increase		2.9% Increase		2.9% Increase	
<u>LEVEL</u>	<u>CLASSIFICATION</u>	STEP 1	STEP 2	STEP 1	STEP 2	STEP 1	STEP 2
		1 year		1 year		1 year	
1	Vacant	21.40	-	22.02	-	22.66	-
2	Vacant	22.16	-	22.80	-	23.46	-
3	Vacant	24.57	-	25.28	-	26.01	-
4	Vacant	24.79	-	25.51	-	26.25	-
5	Vacant	25.00	-	25.73	-	26.48	-
6	Vacant	25.74	-	26.49	-	27.26	-
7	Maintenance I - Cemetery	26.36	-	27.12	-	27.91	-
7	Maintenance I - Public Works	26.36	-	27.12	-	27.91	-
7	Maintenance I - Arena	26.36	-	27.12	-	27.91	-
8	By-Law Enforcement Clerk	27.01	-	27.79	-	28.60	-
8	Parking Enforcement Officer	27.01	-	27.79	-	28.60	-
9	Customer Service Representative	27.67	-	28.47	-	29.30	-
9	Licensing Clerk	27.67	-	28.47	-	29.30	-
9	Water/Wastewater - OIT	27.67	-	28.47	-	29.30	-
10	Accounts Payable	28.32	-	29.14	-	29.99	-
10	Administrative Assistant, Public Works	28.32	-	29.14	-	29.99	-
10	Building Clerk	28.32	-	29.14	-	29.99	-
10	Cashier	28.32	-	29.14	-	29.99	-
10	Legislative Assistant	28.32	-	29.14	-	29.99	-
10	Maintenance II - Cemetery	28.32	-	29.14	-	29.99	-
10	Maintenance II - Truck	28.32	-	29.14	-	29.99	-
10	Planning Clerk	28.32	-	29.14	-	29.99	-
10	Development Service Technician	28.32	-	29.14	-	29.99	-
11	Maintenance II - Arena	28.97	-	29.81	-	30.67	-
11	Maintenance II - Parks	28.97	-	29.81	-	30.67	-
11	Maintenance III - Public Works	28.97	-	29.81	-	30.67	-
11	Water/Wastewater Locate Technician - OIT	28.97	-	29.81	-	30.67	-
11	Water Meter Technician I	28.97	-	29.81	-	30.67	-
12	Administrative Assistant to Fire Service	29.36	-	30.21	-	31.09	-
12	Administrative Assistant, Community Services	29.36	-	30.21	-	31.09	-
12	Gardener	29.36	-	30.21	-	31.09	-
12	Planning & Development Clerk	29.36	-	30.21	-	31.09	-
13	Assistant to Finance	29.66	-	30.52	-	31.41	-
13	Plans Examiner	29.66	-	30.52	-	31.41	-
14	Water/Wastewater Operator	29.96	30.29	30.83	31.17	31.72	32.07
14	Water/Wastewater - Utility Locate Tech	29.96	30.29	30.83	31.17	31.72	32.07
14	Mechanic II - Cemetery	29.96	30.29	30.83	31.17	31.72	32.07
14	GIS Technician	29.96	30.29	30.83	31.17	31.72	32.07

SCHEDULE A

Hourly rates effective January 1, 2022 to December 31, 2024

LEVEL	CLASSIFICATION	2022 2.90% Increase		2023 2.9% Increase		2024 2.9% Increase	
		STEP 1	STEP 2	STEP 1	STEP 2	STEP 1	STEP 2
15	Mechanic	30.93	32.49	31.83	33.43	32.75	34.40
15	Engineering Tech. I	30.93	32.49	31.83	33.43	32.75	34.40
15	Water Clerk	30.93	32.49	31.83	33.43	32.75	34.40
15	By-laws/Property Standards Officer	30.93	32.49	31.83	33.43	32.75	34.40
		-	-	-	-	-	-
16	Tax Clerk	32.49	33.65	33.43	34.63	34.40	35.63
16	Working Foreman - Parks	32.49	33.65	33.43	34.63	34.40	35.63
		-	-	-	-	-	-
17	Vacant	34.01	35.63	35.00	36.66	36.02	37.72
		-	-	-	-	-	-
18	Engineering Tech. II	35.63	36.62	36.66	37.68	37.72	38.77
		-	-	-	-	-	-
19	Building/Plumbing Inspector/Plans Examiner	36.87	37.61	37.94	38.70	39.04	39.82
		-	-	-	-	-	-
20	Vacant	37.84	38.60	38.94	39.72	40.07	40.87