

**The Corporation of the City of Pembroke**

**By-Law Number 2024-12**

**A by-law to provide for the execution of a Collective Agreement between the Corporation of the City of Pembroke and Local Number 24, The Canadian Union of Public Employees**

**Whereas** the *Municipal Act, 2001, c. 25*, as amended, authorizes a municipality to enact by-laws for the purpose of entering into an agreement for the purposes of the municipality; and

**Whereas** collective bargaining has been carried on with representatives of the employees of Local Number 24, The Canadian Union of Public Employees; and

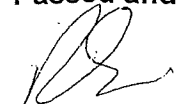
**Whereas** agreement has been reached between the parties on the terms and conditions of the agreement; and

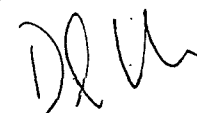
**Whereas** the Council of the Corporation of the City of Pembroke deems it advisable to ratify by by-law the Collective Agreement with Local Number 24, The Canadian Union of Public Employees.

**Now Therefore** the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the Agreement covering the period January 1, 2024, to December 31, 2027, a copy of which is attached and marked as Schedule "A" to this by-law, and to affix thereto the corporate seal.
2. That the attached Agreement and Appendices, shall form part of this By-law.
3. That the Agreement, attached hereto as Appendix "A", entered into between the CUPE Local 24 and the City of Pembroke is hereby ratified and confirmed, when signed by all parties.
4. That By-law 2020-79 and any other By-law inconsistent with the provisions contained in this by-law are hereby repealed.
5. That this by-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and enacted this 20<sup>th</sup> Day of February 2024**

  
Ron Gervais  
Mayor

  
David Unrau  
Chief Administrative Officer/Deputy Clerk



**Exhibit "A" to By-law 2024-12**

**Collective Agreement**

**Between**

**The Corporation of the City of Pembroke**

**And**

**The Canadian Union of Public Employees and its  
Local 24**

For the period from:

January 1, 2024 to December 31, 2027

Contents

Preamble .....	4
Article 1 – Rights and Responsibilities .....	5
Article 2 – Recognition and Negotiations .....	7
Article 3 – Check-off of Union Dues.....	9
Article 4 – Seniority .....	9
Article 5 – Promotions and Staff Changes .....	15
Article 6 – Grievance Procedure .....	16
Article 7 – Arbitration.....	20
Article 8 – Vacations .....	22
Article 9 – Specified Paid Holidays .....	24
Article 10 – Health and Safety .....	26
Article 11 – Sick Leave Provisions.....	31
Article 12 – Leave of Absence .....	35
Article 13 – Hours of Work.....	38
Article 14 – Overtime .....	43
Article 15 – Relieving in a Position of Higher Rating and On-Job Training .....	45
Article 16 – Employee Benefits .....	46
Article 17 – Procedure for Reclassification .....	48
Article 18 – Acquisition of New Equipment or Technology.....	49
Article 19 – Suspension or the Permanent Withdrawal of a Driver’s Licence.....	50
Article 20 – Rest Periods .....	51
Article 21 – Bulletin Boards.....	52
Article 22 – Changes to Agreement.....	52
Article 23 – Job Security .....	52
Article 24 – Strikes or Lockouts .....	52
Article 25 – Pregnancy Leave .....	52
Article 26 – Mileage Allowance and Payment of Wages.....	53
Article 27 – Copies of Union Agreement.....	54
Article 28 – Training Courses, Seminars or Conventions.....	54
Article 29 – Use of City Vehicles.....	54
Article 30 – Vehicle Licences .....	54
Article 31 – Job Descriptions .....	55

Article 32 – Social Services & Transit Departments.....	55
Article 33 – Classification & Wage Rates.....	56
Article 34 – Ministry of Environment (MOE) Certification .....	56
Article 35 – Effective Date and Term of Agreement.....	58
Article 36 – Recovery of Advances .....	58
Appendix A .....	60
Memorandum of Understanding – Hours of Work – Instructor Guards .....	61
Letter of Agreement .....	63
Schedule A .....	65

## **Agreement – 2024**

Between: The Corporation of the City of Pembroke

(Hereinafter referred to as the "Corporation")

And: The Canadian Union of Public Employees and its Local #24

(Hereinafter referred to as the "Union")

### Preamble

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settle conditions of employment between the Corporation and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment and services.
- 3) To encourage efficiency in operation.
- 4) To promote employee responsibility to their work in order to increase job security.
- 5) Both parties agree to act in a fair and reasonable manner.

And Whereas it is desirable that matters pertaining to bargaining and working conditions for employees covered by this Agreement be now drawn up in an Agreement.

**Now Therefore, the Parties Agree as Follows:**

## Article 1 – Rights and Responsibilities

### 1.01. Management Rights and Responsibilities

The Union agrees that it is the exclusive function of the Corporation, except as may be affected by this Agreement, and in accordance with the terms of this Agreement, to:

- 1) Maintain order, discipline, and efficiency and to determine the standard and amount of work required.
- 2) Hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline any employee provided the Corporation shall not exercise its rights to direct the working force in a discriminatory manner or without just cause.
- 3) Generally to manage its operation and undertakings and without restricting the generality of the foregoing to select, install and require operation of any equipment, plant and machinery which, in its uncontrolled discretion, deems necessary for the efficient and economical carrying out of its operations and undertakings.

### 1.02. Union Responsibility

The Union agrees not to interfere with the rights of the employees of the Corporation, and there shall be no discrimination, interference, intimidation, restraint and coercion by the Union. The Union further agrees that membership solicitation and other Union activity not provided for in the Agreement, will not take place during working hours or on the premises of the Corporation. It is recognized by the Union that the Corporation provides services for safety, health, comfort and general welfare of the citizens. Therefore, the employees of the Corporation must be prepared to meet their responsibility to uphold these services, except with just cause, and to assist in providing these services.

### 1.03. Corporation and Union Responsibility

- 1) The Corporation agrees not to lock-out its employees and the Union agrees not to permit or direct any strikes, walk-outs, slow-downs or other similar interruptions of work during this Agreement
- 2) The responsibility to the citizens to provide the services being mutual

to both the Corporation and the Union, necessitates that any difference arising between the parties relating to the interpretation, application or administration of this Agreement will be settled in an orderly manner. If any difference of opinion occurs during the term of Agreement which cannot be adjusted by mutual agreement, it is agreed the matter will be settled by arbitration as stated herein.

- 3) The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, when dealing or negotiating with the Corporation. Such representatives shall have access to the Corporation's premises upon request and at a time convenient to Corporation work in order to investigate and assist in the settlement of dispute.
- 4) The Corporation shall have the right, at any time, to have the assistance of a professional negotiator or advisor when dealing or negotiating with the Union.

#### 1.04. Discrimination

The parties, hereto, their servants and agents agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employees by reason of sex, age, race, colour, political or religious affiliation, marital status, nor by reason of their membership in a trade union.

#### 1.05. Crossing of Picket Lines during Strike

Unless an emergency involving public health would exist, an employee covered by this Agreement shall have the right to refuse to cross a picket line where a legal strike or lockout is in effect. Failure to cross such a picket line where a legal strike or lockout is in effect shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. A legal strike or lockout shall be defined under the Labour Relations Act.

#### 1.06. Department

It is agreed that persons in authority, when addressing employees, shall refrain from using abusive or obscene language and an employee shall refrain from using abusive or obscene language to authorized personnel having supervisory authority. During working hours, an employee shall refrain from discussing policy or giving opinions relative to the work in progress that may be prejudicial to the good and order of the City.

## Article 2 – Recognition and Negotiations

### 2.01. Bargaining Unit

1) The Corporation recognizes CUPE and its Local 24 as the sole and exclusive bargaining agency for all employees in the Operations Department, Building & Plumbing Department, Economic Development, Recreation and Tourism Department, Administration, Treasury, and Planning Departments, save and except the employees as follows:

a) Operations Department:

- i. Manager of Operations
- ii. Superintendent of Utilities
- iii. Supervisors and those employees above the rank of Supervisor
- iv. Purchasing Agent
- v. Graduate Engineers or Professional Engineers registered with APEO
- vi. Confidential Secretary to the Manager of Operations

b) Economic Development, Culture and Tourism:

- i. Economic Development Officer
- ii. Tourism and Communications Officer

c) Parks and Recreation:

- i. Manager of Parks and Recreation

d) Administration:

- i. Chief Administrative Officer
- ii. Confidential Secretary to the Chief Administrative Officer
- iii. Deputy Clerk

e) Treasury:

- i. Treasurer
- ii. Deputy Treasurer

- iii. IT Technician
- iv. Confidential Secretary to the Treasurer
- v. Payroll Accounting Clerk

f) Human Resources Department:

- i. Human Resources and Benefits Assistant
- ii. Human Resources Coordinator
- iii. Human Resources Manager

2) Notwithstanding the foregoing, the Bargaining Unit shall not include:

- a) Students employed by the Corporation. A definition of a student shall be a person who is either in attendance at or on vacation from a full time course taught at a recognized High School, Vocational School, College or University. Unless otherwise approved by the Union, the Corporation shall not employ students to reduce the normal hours of work of any Regular Employee in the Bargaining Unit.
- 3) Should new Departments or Boards become necessary, exclusions from the Bargaining Unit shall be by mutual agreement of the Corporation and the Union. If both parties cannot agree, an interpretation of the Locals' Certification shall be requested from the Ontario Labour Relations Board.
- 4) The "Departments Head" shall mean, but not be limited to the Chief Administrative Officer/Clerk, Treasurer/Deputy Clerk, Manager of Operations, Manager of Human Resources, Manager of Planning, Building and By-Law Enforcement and Manager of Parks and Recreation.

2.02. Work of the Bargaining Unit

- 1) With reference to hourly-rate employees, regular City hourly-rate employees or City salaried employees whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except for the purpose of instruction, experimenting or in emergencies when regular employees are not readily available, and provided that the aforementioned operations in itself do not reduce the normal hours of work of any regular employee or reduce positions within the Bargaining Unit.
- 2) With reference to salaried employees, regular City salaried persons whose jobs are not within the Bargaining Unit may undertake work which is included in the Bargaining Unit in accordance with this Agreement provided that the act of performing the work in itself does not reduce the normal hours of work of regular employees or reduce positions within the Bargaining Unit.

### 2.03. No other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Agreement.

## Article 3 – Check-off of Union Dues

### 3.01. Membership in the Union

All employees covered by this Agreement, as a condition of continuing employment, shall become members in the Union within thirty (30) calendar days of the date of their employment and remain members of the Union.

### 3.02. Check-Off

- 1) The Corporation shall deduct the wages of each employee who joins, or is required to join the Union under the terms of this Agreement, a sum equal to the current monthly dues and remit such monies so deducted to National Secretary Treasurer of the Canadian Union of Public Employees accompanied by a list of names showing those from whom deductions were made.
- 2) The Union shall be responsible for keeping the Corporation informed as to the names and addresses of its proper officers.

### 3.03. Deductions

Deductions shall be made from bi-weekly pay cheques and shall be forwarded to National Secretary Treasurer of the Canadian Union of Public Employees no later than the 15<sup>th</sup> day of the month following the month dues were deducted thereafter accompanied by a list of the names and addresses of all employees from whose wages the deductions had been made.

## Article 4 – Seniority

### 4.01. Seniority Defined

Seniority for a regular employee shall be defined as an employee's length of full-time service with the Corporation from their last date of hiring. In the case of part-time employees, seniority shall be determined by the number of hours worked. In the event of permanent transfer of an employee from a part-time position to a full-time position, they shall be credited with their part-time seniority. Seniority shall be used in considering preference for promotion, transfers, demotions, vacations, lay-off and recall, subject to the provisions of this Agreement.

#### 4.02. Seniority List

The Corporation shall maintain a full-time seniority list and a part-time seniority list. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year. All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

#### 4.03. Status of Employees

##### 1) Casual Employees

- a) A casual employee is an employee hired on a seasonal or temporary basis. The employment period shall not exceed five (5) months in a calendar year. The following Articles contained in the Agreement shall not apply to casual employees:

Article 4 – Seniority

Article 5 – Promotions and Staff Changes

Article 11 – Sick Leave Provisions

Article 12 – Leave of Absence

Article 16 – Employee Benefits

- b) If employment is continued beyond the said five (5) month period, the employee shall be deemed to be a “Probationary Employee”.
- c) Notwithstanding b) above, the Employer has the option to extend the length of casual employment to twelve (12) months when the casual employee has been hired as a maternity leave, parental leave, or Long Term Disability replacement. If the regular employee returns from maternity, parental or Long Term Disability leave earlier than twelve (12) months, the casual’s employment will be terminated with notice in accordance with the Employment Standards Act.
- d) In all cases a regular employee shall enjoy higher status than a casual employee.

##### 2) Part-Time Employees

The Corporation may hire part-time employees subject to conditions as follows:

- a) Articles 11: Sick Leave Provisions, 12: Leaves of Absence, 16.02: Supplementary Pension, 16.04: Group Life Insurance shall not apply.

- b) Part-time employees shall be entitled to pro-rated sick leave benefits based on one and one-half days per month with a working day to represent eight (8) full working hours or seven (7) full working hours, as the hours of work are set out in Article 14.01 of this Agreement on the ratio of hours worked within the calendar year to two thousand and eighty (2080) hours or one thousand, eight hundred and twenty (1820) hours, as the case might be. Fifty percent (50%) of the employees unused credit shall be paid to the employee on the first pay of January in the following year based on calculations ending on December 31 of the preceding year and on the then prevailing wage rate or on the day when termination takes place within the year.
- c) With reference to Article 16, a part-time employee at their option may elect to participate in the OMERS plan if such employees meet eligibility requirements by OMERS.
- d) With reference to Article 16.03, part-time employees, at their option may elect to obtain coverage under the Corporation's hospital and medical plans subject to the employee's paying that portion of the premium benefit accrued on the ratio of the number of hours worked within the calendar year to two thousand and eighty (2080) hours or one thousand, eight hundred and twenty (1820) hours as the case may be.
- e) Hours of work for part-time employees shall be as set out in Article 13.00 of this Agreement. Hours worked over and above the hours of work as set out in Article 13.00 shall be paid at the overtime rate as stated in this Agreement.
- f) Vacation pay to part-time employees shall be paid on the basis of six percent (6%) of earnings.
- g) Pay to part-time employees for work done on statutory holidays shall be paid in accordance with the Employment Standards Act.
- h) By mutual agreement, leave of absence without pay may be granted to part-time employees.
- i) In all cases, regular employees shall enjoy a higher status than a part-time employee.
- j) In no cases shall the normal hours of work of a regular employee be reduced by the employment of a part-time employee.

- k) The Union shall be notified of the name of each part-time employee and the date of employment immediately following the date of their employment.

### 3) Probationary Employee

A new employee shall be hired on a probationary period of 6 months, unless the Corporation decides to alter this period following discussion with the union prior to this action. The Employer shall notify the employee of their decision both verbally and in writing prior the end of the probationary period, copying the local union on the correspondence.

If the employee successfully completes the probationary period, they shall become a regular employee and shall receive all the benefits contained in this agreement to the date of employment.

If employment is terminated during the probationary period, the employee shall not have recourse to the following Articles in the Collective Agreement:

Article 6: Grievance procedure

Article 7: Arbitration as stated in the agreement

Article 12: Leave of Absence

Article 10.06: Tools and equipment as it would apply to work boots, clothing and tool allowance.

### 4) Regular Employee

- a) Employees having completed the said probationary period to the satisfaction of the Corporation and who are employed on a full-time basis shall be deemed to be Regular Employees.
- b) Regular Employees shall receive preferential treatment over casual employees in the type of work assigned to the two separate groups of employees.
- c) The number of regular employees shall be built-up to the point where the long term employment of casuals should not be necessary.

#### 4.04. Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Corporation.

An employee shall lose their seniority in the event:

- 1) They are discharged for just cause and are not reinstated.

- 2) They resign.
- 3) They are absent from work in excess of two (2) working days without sufficient cause or without notifying the Corporation.
- 4) Following a lay-off, they fail to return to work within fourteen (14) calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Corporation informed of their current address.
- 5) They are laid off for a period of longer than eighteen (18) months.
- 6) They accept a position outside the bargaining unit.
- 7) If an employee is on Long Term Disability for longer than twenty-four (24) months, their seniority is maintained but does not continue to accumulate.
- 8) All notices of resignation from employment shall be given in writing by the employees to the Corporation. The Corporation will notify the Union upon receipt of any resignation from a Union member.

#### 4.05 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside of the bargaining unit without the employee's consent. If an employee does take a position outside of the bargaining unit, they lose all seniority that they previously held and they will not be allowed to accrue seniority or be required to pay dues while outside the bargaining unit.

The employee shall have the right to return to the bargaining unit within six (6) months of the date that they left the bargaining unit to take the vacancy and may return to the position they held immediately prior to leaving the bargaining unit. Upon their return to the bargaining unit, their seniority which they previously held shall be reinstated to the level that existed at the time they left the bargaining unit. The time limit may be extended upon mutual agreement amongst the parties.

#### 4.06 Lay-off and Recalls

##### 1) Definition of Layoff

##### a) Full-Time Employee

A layoff shall be defined as a reduction in the workforce, or wages, or a reduction in the regular hours of work due to lack of work or reduction or discontinuation of a service or services.

b) Part-Time Employee

- i. A layoff for part-time employee will be defined consistent with the Employment Standards Act.
- ii. It is understood that casual employees within a job class will be laid off prior to regular part-time or full-time employees.

2) Lay-off Procedures

In the event of a layoff, employees shall be laid off in reverse order of their seniority by job classification, provided that:

- a) An employee about to be laid off may bump an employee with less seniority in the bargaining unit, if the employee possesses the position qualifications and meets the normal requirements of the work to be done within 5 days of work. Bumping rights shall follow bargaining unit seniority.
- b) An employee who elects to use their seniority in (a) shall receive the rate of pay for the position in the classification that they secure.
- c) An employee who is ultimately laid off will not continue to accrue seniority from the date of layoff.

3) Recall Procedures

Employees who are on layoff shall be recalled in order of seniority provided that they are qualified to perform the work available. Employees on layoff are eligible to apply for job postings consistent with Article 6, Promotions and Staff Changes and Article 5.04, Loss of Seniority. The employer will notify the employee by registered mail at last known address of recall.

4) Notice of Layoff

In the event of a proposed layoff(s) the employer shall provide the union with the same notice provided to the employee consistent with the Employment Standards Act.

4.07 Bumping

In cases of layoff, employees covered by this Agreement shall not be "bumped" by other Corporation employees outside this Agreement and are not eligible to "bump" any other Corporation employee outside this Agreement.

#### 4.08 Layoff of the Local Executive Board

- 1) In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Local Executive Board, which for this purpose shall consist of the President, Vice-Presidents, Recording Secretary, Secretary-Treasurer and Chief Steward, shall be the last persons laid off during their term of office as long as full-time work, which they are qualified to perform at their own level or at a lower level, is available.
- 2) Any employee(s) shall receive written notice as per Employment Standards Act of an impending layoff or termination of employment and all employees shall give ten (10) working days written notice to the Corporation prior to terminating employment.

#### 4.09 Recalled Employees

A regular employee recalled shall retain the same classification rate of pay and seniority they enjoyed before being laid off subject to their recall being within the eighteen (18) month period following their layoff.

### Article 5 – Promotions and Staff Changes

#### 5.01. Job Postings

- 1) The Corporation shall post on all bulletin boards, job postings for all vacant positions for probationary and regular employees or when a new position is created within the Bargaining Unit. Such notices shall be posted for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make a written application.

This clause does not, however prevent or deny the Employer the right to advertise such position outside the organization during the seven (7) calendar day internal posting. Applications received externally will not be processed until bargaining unit applications have been considered.

- 2) No employee shall be transferred to a position outside the Bargaining Unit without their consent. Positions to be filled shall be advertised.

#### 5.02. Information in Postings

- 1) Such notices shall contain the following information: Nature of position; qualifications; required knowledge and education; skills; shift; wage or salary rate or range. Applications received from members of the Bargaining Unit shall be considered ahead of applications received from others.
- 2) All employees applying for posted positions shall, within seven (7) calendar days from the date when the position has been awarded, be sent the name of

the successful applicant and an evaluation of the employee's application in the competition so that they may be able to upgrade themselves for further vacancy within the Bargaining Unit.

5.03. Recognition of Seniority

- 1) In cases of promotion (other than promotions to positions outside of the Bargaining Unit) or transfer, the following factors shall be considered:
  - a) Qualifications and Ability
  - b) Seniority
- 2) Where the ability and qualifications referred to in factor 1) a) above are relatively equal, factor 1) b) will govern.

5.04. Familiarization Period

An employee within the Bargaining Unit who has successfully applied for a position which has been posted, shall be given up to three (3) months familiarization period to demonstrate their ability and efficiency. If the employee or the Corporation finds they are unable to perform the duties of the classification, they shall be returned to their former position without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority. Any employee determined to be competent may be confirmed in the position prior to the end of the third month of the familiarization period.

5.05. No Outside Advertising

The Employer agrees not to solicit applications for new positions or vacancies within the Bargaining Unit from Outside the Bargaining Unit until all, if any, applications within the Bargaining Unit have been fully processed.

Article 6 – Grievance Procedure

6.01. Definition of Grievance

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

## 6.02. Settling of Grievances

### 1) Verbal Stage

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In case of suspension or discharge the employer shall notify the employee of this right in advance.

It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The employee may be accompanied by a union steward when the employee discusses the complaint with their supervisor. Such complaint shall be discussed with their immediate supervisor within three (3) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within three (3) working days, it shall then be taken up as a grievance within five (5) working days following advice of their immediate supervisor's decision in the following manner and sequence:

### 2) Step 1

The employee, who may be accompanied by a steward and within three (3) working days following the response after the verbal stage causing the grievance, shall submit a written grievance signed by the employee to the Head of the Department in which the employee is employed. The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated. At the discretion of the Department Head, they will retain the right to have other supervisory or human resources staff present. The Department Head will deliver their decision in writing within five (5) working days following the day on which the grievance was presented to them. Failing settlement or response then:

### 3) Step 2

Within five (5) working days following the decision under Step 1, the grievance may be submitted in writing to the Chief Administrative Officer. A meeting will then be held between the employer, the Grievance Committee and the employee within five (5) working days of the submission of the grievance at Step 2 unless extended by agreement of the parties which will not be unreasonably withheld. The Chief Administrative Officer shall retain the right to have other supervisory or human resources staff present. The Chief Administrative Officer will deliver their decision in writing within five (5)

working days following the day on which the grievance was presented to them. Failing settlement or response then:

4) Step 3

Within five (5) working days following the decision at Step 2 the employee, accompanied by the Grievance Committee and, at the Union's discretion, a representative of the Canadian Union of Public Employees or an officer of the Union, may take this matter up with Council, who may, at Council's discretion, request the City Solicitor, the Chief Administrative Officer, the respective Department Head and/or supervisory or human resources staff to be present. Failing settlement within five (5) working days of this meeting either party may then submit the grievance to arbitration in accordance with Article 7 of this Agreement.

Where referred to herein, working days shall be interpreted to mean Monday to Friday and shall not include paid holidays as generally recognized by the employer.

No consideration will be given to advancement of any grievance if the employee/union fails to respond within the timelines referred herein and for further clarity it is agreed the grievances will be considered withdrawn.

6.03. Mediation

The parties agree with the benefits of resolving grievances without recourse to arbitration, where possible. Given this shared objective for the duration of the contract between the Corporation of the City of Pembroke and CUPE Local 24 for the years 2024, 2025, 2026 and 2027, the parties agree as follows:

Prior to submitting a grievance to Arbitration as provided for in the contract, the parties may, upon mutual agreement, engage the services of a mediator acceptable to both parties to hear the matter at issue.

It is agreed that the cost associated with the engagement of a mediator will be shared equally by the parties.

It is understood that the parties agree to in act in good faith to resolve the matter through mediation; however, it is understood that arbitration remains an option should mediation prove unsuccessful.

6.04. Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application, or alleged violation of the Agreement shall

be originated at Step 2 within ten (10) working days following the circumstances giving rise to the complaint or grievance or when the employee ought reasonably to have known about the circumstances. It is understood, however that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute.

#### 6.05. Union May Initiate Grievances

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the appropriate Department Head(s) within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought to reasonably have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 6.06. Replies in Writing

A response to the grievance shall be in writing stating reason(s) why the grievance is denied at all steps.

#### 6.07. Technical Objections

Within the text of this Agreement, the Arbitration Board shall have the power to waive formal procedural irregularities in the processing of the grievance in order to determine the real matter in dispute and the giving of a decision according to the justice of the case.

#### 6.08. Extending Time Limits

By mutual agreement in writing the time limit stated in Steps 1,2, and 3 of the grievance procedures may be extended. Such agreement will not be unreasonably withheld.

#### 6.09. Disciplinary Action

- 1) Prior to instituting disciplinary action the employee(s) against whom the action is contemplated, accompanied by a member of the Grievance Committee, shall have the opportunity to discuss the problems with the Department Head and/or their designee.
- 2) Employees and the Union agree not to approach a member or members of Council with a grievance under this Agreement and members of Council

agree not to approach Union members with a grievance under this Agreement where not so authorized.

- 3) Each employee shall have reasonable access to their personnel file for the purpose of reviewing any performance appraisals or formal disciplinary notations contained therein, in the presence of the employer's designate and a Union representative. An employee has the right to request copies of the documents in this file.
- 4) It is agreed that reasonable advance notice will be provided by the employee regarding accessing their file or requesting any copies. It is also the responsibility of the employee to pay at the time of copying the standard fee charged by the employer for copying of documents.
- 5) Consideration will be given by the Employer as to the age or severity of any letter of reprimand, suspension or sanction on an employee's record when considering discipline of the employee.

#### 6.10. Clearing of File

The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that there is no recurrence of the infraction or a similar infraction within the twenty-four (24) month period.

Any written letter of suspension related to the Ontario Human Rights Code and/or Workplace Violence and Harassment will remain on file for thirty-six (36) months.

#### 6.11 Citizens' Complaints

Any citizen may make a complaint, in writing, giving full particulars to the Corporation, of any violation of duty or law by any employee. Such complaint must be in writing, signed by the complainant and filed with the Head of the Department within seven (7) calendar days of the violation before any disciplinary action is taken by the Corporation.

The Employer agrees to notify the employee involved within ten (10) working days of receipt of the citizen's complaint.

### Article 7 – Arbitration

- 7.01. If the grievance is not settled after having been duly and properly processed in accordance with the Grievance Procedure, then either party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration

shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the part from an arbitrator and the name and address of the party's nominee as sole arbitrator.

7.02. The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of its selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.

7.03. Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator or dealt with by an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

7.04. Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration. The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of then (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board. The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.

7.05. Policy or group grievances which are referred to arbitration shall in all cases be referred to a Board of Arbitration the procedure for which is set out in Article 7.04. Alternatively, the parties may by mutual agreement agree that the grievance be referred to a single arbitrator, the procedure for which is set out in Article 7.01 and 7.04 inclusive.

7.06. An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to or amend any of the terms of this Agreement. This jurisdiction of the arbitrator shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator or majority decision of a board of arbitration shall be final and binding upon the parties.

## Article 8 – Vacations

### 8.01. Length of Vacation

Upon hire, vacation will accumulate at the rate of 1.25 days per month for each full calendar month worked.

- Beginning January 1<sup>st</sup> of the vacation year during which the employee will complete one (1) full year of employment, they are credited with fifteen (15) working days of vacation leave.
- Beginning January 1<sup>st</sup> of the vacation year during which the employee will complete five (5) years of employment, they are credited with twenty (20) working days of vacation leave.
- Beginning January 1<sup>st</sup> of the vacation year during which the employee will complete fifteen (15) years of employment, they are credited with twenty-five (25) working days of vacation leave.
- Beginning January 1<sup>st</sup> of the vacation year during which the employee will complete twenty (20) years of employment, they are credited with thirty (30) working days of vacation leave.

The following schedule is used to calculate vacation pay entitlement for part-time employees:

Upon hire, the employee will receive six percent (6%) vacation pay.

After eight (8) year's work receive eight percent (8%) vacation pay.

After seventeen (17) year's work receive ten percent (10%) vacation pay.

In case that a part time employee becomes a full time employee, the part time service shall be prorated on the ratio of hours worked in a calendar year to two thousand and eighty (2080) hours or eighteen hundred and twenty (1820) hours, as the case might be and credited towards length of service.

### 8.02. Vacation Year

The vacation with pay year will commence January 1<sup>st</sup> and end December 31<sup>st</sup>. All calculations pertaining to vacation with pay will be based on this period.

8.03. Posting and Preference of Vacations

Notwithstanding certain City work requiring employees possessing certain skills and abilities, senior employees shall be given preference when applying for vacation periods.

8.04. Holidays During Vacations

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday at a mutually agreed time.

8.05. Vacation Carry Over

In the case of a probationary or regular employee who wishes the vacation due to them to be carried over and added to the vacation due them in the following year, the Corporation shall consider each request upon the merits of same.

8.06. Unbroken Vacations

An employee shall have the right to take up to three (3) weeks vacation in an unbroken period and subject to mutual agreement, the balance of any vacation period due an employee may be taken either as an extension to the said unbroken period or at a time or times following the said unbroken period but within the due vacation year or subject to Article 8.05. The employee shall give the Corporation reasonable notice on vacation periods.

8.07. Vacation on Termination or Retirement

- 1) Employees leaving the services of the Employer when an unused period of vacation stands to their credit shall be paid the amount due to them in lieu of vacation up to and including their last day of employment. Conversely, an employee is responsible for payment of vacation taken but not earned based on a pro-rated monthly calculation from January 1st.
- 2) On retirement an employee shall be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year.

8.08. Vacation Schedules

- 1) The Corporation shall prepare the annual vacation schedule for each City Department based on Article 8.03 of this Agreement and on employee written requests received by September 1<sup>st</sup>; the departmental vacation schedules shall be posted by September 15<sup>th</sup>.

- 2) Senior employees who have not submitted their written requests by September 1<sup>st</sup> shall not have the right to take precedence over a junior employee who had submitted their request by the required date.
- 3) The vacation schedules shall not be changed by employee requests received after September 1<sup>st</sup> unless there is mutual agreement between the affected employees and the Corporation. Vacations shall commence immediately following an employee's scheduled days off.
- 4) Between March 1<sup>st</sup> and July 1<sup>st</sup> of the vacation year the Employer shall meet with each individual employee that has not scheduled their vacation as per this Article.
- 5) Such meeting shall be to review the employees' options in selecting their outstanding vacation entitlement as per the Collective Agreement.
- 6) If an employee has not selected their outstanding vacation entitlement by October 1<sup>st</sup> of the vacation year, such entitlement will be scheduled by the Employer.

#### 8.09. Vacation During Workers' Compensation

Employees receiving compensation from Workers' Compensation for a period of ninety (90) calendar days or more shall be entitled to pro-rated benefits calculated on the basis of the period of the disability to the vacation year.

### Article 9 – Specified Paid Holidays

#### 9.01. List of Holidays

The Corporation recognizes the following as paid holidays to regular and probationary employees:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
National Day for Truth and Reconciliation  
Thanksgiving Day  
Remembrance Day

Christmas Day  
Boxing Day  
One-half (½) day preceding the Christmas Day and New Year's Day Holidays

Should the Federal or Provincial Government enact legislation to implement a paid holiday in addition to the above-stated list, regular and probationary employees under this Agreement shall enjoy the additional paid holiday.

9.02. Holidays Falling on Weekends

When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for regular employees for the purpose of this Agreement.

Regular or probationary employees within the Water Purification Plant and Pollution Control Centre working a shift rotation on a statutory holiday that falls on a Saturday and/or Sunday will receive time and one-half for the time worked. For the purpose of this clause, the observed statutory holiday will not be deemed a holiday on the following Monday and/or Tuesday for the Operations Department sections listed above.

9.03. Holiday Pay

Regular employees who are not required to work on a Holiday shall receive holiday pay equal to one (1) normal day's pay. A regular employee who is scheduled to work on a holiday shall be paid at the rate of time and one-half (1 ½) plus holiday pay equal to one (1) normal day's pay. At the employee's option, the employee may choose another day off in lieu of holiday pay at a time that it mutually agreed upon by the employee and the Corporation.

9.04. Holiday Pay

To be eligible for holiday pay, an employee must work their full regularly scheduled work day preceding such holiday and their full regularly scheduled day following such holiday, unless absent through illness or with the permission of their Department Head.

Any holiday, as stated in Article 9 of this Agreement, which may occur during an employee's short term disability benefit period, shall not be debited against the short term disability benefit.

Any absence for one day prior to or following a paid holiday, which is to be charged as sick leave, may also require, at the discretion of employee's Department Head, A Doctor's certificate as described in Article 11.03(1).

## Article 10 – Health and Safety

### 10.01. Union – Corporation Safety Committee

A Health and Safety Committee shall be established and composed of three representatives appointed by the Employer and three representatives appointed by the Union.

### 10.02. Safety Committee Pay Provisions

The Health and Safety Committee may hold meetings at a time convenient to Corporation work or outside working hours as requested by the Union or by the Corporation to deal with unsafe, hazardous or dangerous practices and conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings if such meetings will be held during their normal work hours. Copies of minutes of all Committee Meetings shall be sent to the Corporation and the Union.

### 10.03. First Aid

The Corporation will make adequate provisions for the health and safety of employees during their hours of employment and all employees shall be responsible for making use of these provisions.

- 1) First aid kits will be supplied by the Corporation and kept in places accessible to all employees and it shall be the duty of each employee who has cause to remove any of the contents of the first aid kit to report same in accordance with Corporation requirements. The unreported removal of any of the contents of a first aid kit shall be cause of disciplinary action.
- 2) A member of the Union, along with a member of Supervisory Staff will check first aid kits monthly.
- 3) All accidents at work must be reported to the Corporation and the Corporation shall at their expense furnish to any worker injured, who is in need of it, immediate transportation to a hospital, City Medical Practitioner or a Physician located with a reasonable distance of the place of injury. The Corporation shall pay the cost of the examination in respect to an accident reported in accordance with the requirements stated herein unless the cost is chargeable to parties other than the employer.

### 10.04. Reporting of Accidents

In accordance with the Health and Safety Policy, Human Resources Policies and Occupational Health and Safety Legislation, all employees are obligated to immediately report any workplace injuries or illnesses to their immediate supervisor.

Employees are also obligated to report defective tools and equipment, as well as any accidents or incidents.

#### 10.05. Clothing Issue

1) The Corporation will purchase and/or supply to Probationary and Regular Full-Time Employees the items listed below. The City will designate the supplier, quality of clothes, style and colour.

a) Building Inspector:

i. One (1) pair safety rubber boots.

b) Pollution Control Operators:

i. One (1) pair safety rubber boots, rain suit, hard hat and five (5) pairs of pants, five (5) shirts and one (1) 5-in-1 jacket; and,

ii. Shop coats/coveralls as required.

c) Water Purification Operators:

i. One (1) pair safety rubber boots, hard hat and five (5) pairs of pants and five (5) shirts and one (1) 5-in-1 jacket; and,

ii. Shop coats/coveralls as required.

d) Electrical Mechanical Maintenance Operators:

i. Five (5) pairs of pants and five (5) shirts and one (1) 5-in-1 jacket; and,

ii. Shop coats as required.

iii. Where applicable, clothing shall be Arc Rated.

e) Regular Employees in the Operations Department and Parks & Recreation Department:

i. Collection & Distribution Section (provided by employer and laundered by the employee)

- Four (4) pairs of pants
- Two (2) bib overall (summer weight)
- One (1) bib overall (winter weight)
- One (1) 5-in-1 jacket
- Six (6) t-shirts
- Coveralls as required

- ii. Roads & Fleet Section (provided by employer and laundered by the employee)
  - Four (4) pairs of pants
  - Two (2) bib overall (summer weight)
  - One (1) bib overall (winter weight)
  - One (1) 5-in-1 jacket
  - Six (6) t-shirts
  
- f) Parks & Recreation Department (provided by Employer and laundered by the Employee)
  - Four (4) pairs of pants
  - Six (6) t-shirts
  - One(1) bib overall (summer weight)
  - One (1) 5-in-1 jacket
  
- g) Works Department Mechanics:
  - Coveralls daily as required
  - Three (3) t-shirts (provided by Employer and laundered by the Employee)
  - Three (3) pairs of pants (provided by Employer and laundered by Employee)
  
- h) Stock keeper: (Provided by Employer and laundered by the Employee)
  - Three (3) pairs of pants
  - Three (3) shirts
  - One (1) 5-in-1 jacket
  - One (1) bib overall (summer weight)
  
- i) All regular applicable employees and the Stock Keeper shall be provided with a warm 5-in-1 outer coat to be replaced after three (3) years of use or when the coat becomes in such poor condition that it is no longer wearable, as determined by the Department Head. The employee is to be responsible for the cleaning.
  
- j) All regular Operations Department employees shall be provided with a winter weight bib overall to be replaced after two (2) years of use or when the overalls become in such poor condition that it is no longer wearable, as determined by the Department Head. The employee is responsible for the cleaning.

- k) The Corporation agrees to pay the Instructor Guards an annual allowance of two hundred dollars (\$200.00). All payments shall be included with the first wage cheque in December.
  - l) The Corporation agrees to provide and maintain three (3) pairs of coveralls for the use of employees using the ice resurfacing blade sharpening unit.
- 2) To ensure a good public image and maintain uniformity in appearance, all employees to whom clothing is issued are required to wear this clothing when performing City work. Employees reporting for work not wearing the clothing issued shall be required to return home and report back wearing the clothing issued and shall not be paid for the time required to change. City issued clothing and/or uniforms in whole or in part shall not be worn while off duty except when reporting to, or returning from, work.
- 3) Clothing, uniforms provided by the employer may include an identification determined by the employer. Where applicable, the employee shall be responsible for laundering and maintaining the clothing in good repair, appearance and cleanliness. All clothing shall remain the property of the Corporation and shall be returned upon demand. Wearing apparel which is worn out under the replacement guidelines shall only be replaced by the Corporation upon the issuer being provided with the worn out items to be replaced. The employer shall determine colour, specifications and suppliers.
- 4) Replacement Guidelines: Replacement for the clothing listed below shall be provided to each applicable employee on a points system based on the clothing entitlements of the initial uniform issue. Points have been calculated on cost where one dollar (\$1.00) equals one (1) point. Sufficient points will be allocated to applicable employees on January 1<sup>st</sup> of each year of the agreement to ensure employees can replace clothing as per the schedule below. Employees will have the flexibility to select and order clothing based on the employer's clothing catalogue up to their total allocated points but must ensure they replace worn items to maintain a good public image. Clothing orders must be submitted not later than September 30<sup>th</sup> of each year. Unused points do not carry forward from year to year. Winter weight bib overalls and 5-in-1 jackets are excluded from the points system and are replaced by the employer as specified in 10.5 (1) (h) and (i).

<u>Group (Position/Department)</u>	<u>Annual Points</u>
Pollution Control Operator	225
Water Purification Operators	225
Electrical Mechanical Maintenance Operators	400
Collection & Distribution Section	330
Roads & Fleet Section	330
Parks & Recreation Department	245
Works Department Mechanics	155
Stockkeeper	210

- 5) Summer casual employees hired to work in the clothing issue departments shall be provided with two (2) t-shirts. Winter casual employees hired to work in the clothing issue departments shall be provided with one (1) pull-over. The employee shall be responsible for laundering and maintaining the clothing in good repair, appearance and cleanliness.

10.06. Tools and Equipment

- 1) The Corporation will provide all tools and equipment necessary to carry out the work of the Corporation with the except of the Mechanics. The Mechanics shall not be responsible for supplying their small tools for use by other employees.
- 2) As compensation for supplying and using their tools, a Mechanic shall receive an annual tool allowance of \$350.00. When an employee would be employed in these classifications for less than one (1) calendar year, adjustment of payment shall be made on the ratio of months so employed. All tool allowance payments shall be included with the first wage cheque in December.
- 3) As compensation for supplying and using their tools the Corporation will reimburse 50% of insurance premium on the Mechanic's Tools to a maximum of \$100.00. The employee is to obtain their own insurance and submit their own receipt of claim to the Employer.
- 4) The Corporation will issue the following protective apparel to regular and probationary employees for use on the job when, in the opinion of the Corporation, such protective apparel is required by employees to properly

perform the assigned work. Protective apparel, as stated herein, shall mean: rubber coats, safety hats, rubber boots and rubber suits.

- 5) Tools, equipment and clothing signed out by the Corporation to the employee shall be returned to the Corporation.
- 6) Broken or worn out tools, equipment or clothing signed out by the Corporation to the employee shall be returned to the Corporation.
- 7) Tools, equipment and clothing which have been provided by the Corporation to the employee and which are not returned to the Corporation shall be considered lost, in which case the Corporation shall replace same with cost to be deducted from any wages due the employee. Costs charged to employees shall be decided by the Department Head, who shall evaluate the unused life of the lost article.
- 8) For those positions requiring safety boots, employees shall receive an annual boot allowance of two hundred and twenty-five dollars (\$225.00) per calendar year in 2024 and 2025, increasing to two hundred and fifty dollars (\$250.00) in 2026 and 2027. The employee's work must require the wearing of safety boots under provincial legislation. Boot allowance payments shall be included with the first wage cheque in December. Receipts are not required but a form to attest that the employee has used the allowance to purchase safety boots is required before payment can be issued.
- 9) The Corporation shall pay fifty percent (50%) of the total cost for prescription glasses when damaged or pitted during welding or grinding work for the Corporation unless the employee has undertaken work without using the protective goggles or headwear provided by the Corporation.

## Article 11 – Sick Leave Provisions

### 11.01. Sick Leave Provisions

- 1) Sick Leave means the period of time a regular or probationary employee is permitted to be absent from work with either short term or long term disability benefits by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 2) The employee shall complete and submit the required sick leave application form to the Corporation on the first day the employee returns to work. The employee shall receive payment for such short term or long term benefits as would be due under this Agreement unless the Corporation rejects the

application, in which case, any payment(s) for non-approved sick leave made to the employee shall then be deducted from the employee's pay cheque.

- 3) Employees failing to submit the required sick leave application form to the Corporation on the first day of work may experience a delay in payment of sick leave benefits until such time as the application is received.

#### 11.02. Sick Leave Benefits

##### 1) Short Term Disability Benefits

Regular and probationary employees shall be entitled to Short Term Disability Benefits to cover sick leave as outlined below. Benefits will commence on the first day of disability due to sickness or off the job accident and will be payable for up to seventeen (17) weeks.

Length of Service	100% of Salary	67% of Salary
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

Each employee's allotment of one hundred percent (100%) weeks is based on a calendar year and as such is automatically renewed each January 1<sup>st</sup> providing that the employee is capable of working on that day. An employee disabled and collecting Short Term or Long Term Disability Benefits on January 1<sup>st</sup> will not be entitled to their new allotment of one hundred percent (100%) weeks until they have returned to work on a full time basis. Successive absences from work due to the same disability shall be considered to be in the same period of disability unless separated by ten consecutive working days.

## 2) Long Term Disability Benefits

In conjunction with the Short Term Disability Benefits, the Corporation will implement a new twenty-four (24) month insured Long Term Benefit. A benefit level of sixty-seven (67%) of monthly earnings to a non-medical maximum of three thousand, five hundred dollars (\$3,500.00) will be payable for the duration of the sickness or disability or to the earlier of retirement or Age 65. Benefits will commence when the Short Term Disability Benefits, as provided for in Section 12.02 1), terminate. The Long Term Disability Benefit will contain a twenty-four (24) month own occupation definition and will be integrated with CPP Benefits on a primary basis. If the disability is work related, benefits will also be integrated with Workers' Compensation Benefits.

This benefit will have no pre-existing conditions limits.

### 11.03. Proof of Illness

- 1) Any illness of more than three (3) consecutive days, which is to be charged as sick leave, must be supported by a certificate signed by a duly recognized Medical Practitioner. Proper medical certification must be legible and clearly state the address, telephone number and name of the attending physician. It must indicate functional limitations, if any, and the expected duration of functional limitations (prognosis). This certificate must be received by the Corporation the third day of the illness. Failure to submit the required certificate will result in a loss of sick benefits unless there is a valid reason why this cannot be done.
- 2) In the case of a prolonged illness, the employee shall submit such periodic reports on their condition as the Corporation may require.
- 3) The Corporation, upon suspecting abuse, shall, at its discretion, have the right to have any employee examined by another Medical Practitioner mutually acceptable to both the Corporation and the employee. Failure to produce the required certificate(s) shall result in the uncertified days of absence being charged as leave without pay.

### 11.04. Notification of Sick Leave

- 1) When absent due to sickness, an employee must notify their Department Head or other such person as the Department Head may designate with such notice to clearly indicate the employee is absent due to sickness.
- 2) An employee who is assigned to work normal working hours should notify management prior to the assigned starting time but, in any event, notice must be received by management within the first hour of the assigned work period.

- 3) An employee assigned to work on a shift should give management at least four (4) hours notice but, in any event, management must receive a minimum of one (1) hour's notice prior to the assigned starting time.
- 4) Failure to give notices required herein may entail a loss in sick pay.

#### 11.05. Uncertified Absence

- 1) More than seven (7) accumulated days of sick leave absence within the calendar year shall be charged as sick leave without pay. Employees who fail to submit a Doctor's Certificate on the first day the employee returns to work beyond the seven (7) uncertified days shall forfeit payment of sick leave benefits. Should the Doctor send the certificate by mail it will be accepted as long as the letter is dated the day of the illness and post-marked the day of the illness.
- 2) Fifty percent (50%) of the employees' unused uncertified sick leave credits shall be paid to the employee on the third pay period in the following year based on calculations ending on December 31<sup>st</sup> of the preceding year at the December 31<sup>st</sup> rate of pay.

#### 11.06. Special Leave

- 1) Fifty percent (50%) of the uncertified sick leave days may be used to assist an employee unforeseen emergencies that affect the employee or the employee's immediate family. "Immediate Family" shall mean the employee's spouse or the employee's children, stepchildren or the employee's mother, stepmother, father or stepfather and the employee shall be required to provide a "Special Leave" form as provided by the Employer.

#### 11.07. Sick Leave & Short Term Disability Utilization

- 1) When an employee is absent from work for a continuous period exceeding twelve (12) months then leave, allowances, special payments, benefits, etc. shall not continue to be paid or accumulated after this period. Upon return to work a pro-rata adjustment may be applicable.
- 2) Employees who are injured on the job will be advanced full loss of earnings. In the event that the Worker's Compensation claim is denied, the employee's absent days will be charged against Short Term Disability, to the extent that the employee has Short Term Disability available.

#### 11.08. Regular Employees

All regular employees who develop a physical disability shall only be permitted to return to work on submission of a certificate by a qualified medical practitioner to state the employee is physically fit to undertake regular duties. The Corporation has the right, at its discretion, to have an employee examined by another qualified medical practitioner mutually acceptable to both the Corporation and the employee.

#### 11.09. Disabled Employees Preference

The Corporation and the Union agree to consider any employee who is unable to perform their regular duties because they have been incapacitated at their work by injury or compensable occupational disease or through advancing years or temporary disablement, for work within the capabilities of the employee without regard to other seniority provisions of this Agreement except that such employee may not displace another employee.

#### 11.10 Wellness Days

Each employee will be provided two (2) paid wellness days each January 1<sup>st</sup> during the life of this agreement. The employee shall be paid their wages based on the hours they were scheduled to work for the day. Such wellness days shall not carry forward to subsequent years.

Wellness days shall be defined as a day off without the need of a medical note and where the employee is not physically ill or injured. This time is to be used for an employee to take care of their mental health, or engage in self-care activities.

### Article 12 – Leave of Absence

#### 12.01. For Union Business

- 1) Subject to Article 13.04 – Leave for Negotiation of a Collective Agreement, leave of absence with pay at a time convenient to Corporation work, will be granted to representatives of the Union during working hours while in consultation with the Corporation or City Officials on matters pertaining to the Agreement. Should the Corporation work not permit consultation during working hours within the time period desired by the Union, wages shall not be payable for after-hour consultation.
- 2) Subject to the terms of this Agreement, no Union business shall be undertaken between members of the Union during working hours unless prior approval is obtained from the Heads of the involved Departments.

#### 12.02. Union Conventions and Meetings

- 1) The Corporation shall grant leave of absence without loss of pay and without loss of seniority to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement, provided such leave will not interfere with the efficient operation of the Corporation. Such leave will not be unreasonably denied.
- 2) During such absence the employee's salary and applicable benefits shall be maintained by the employer on the basis of what their normal regular hours of work would have been, provided that the union reimburses the employer in the amount of such salary and benefits within thirty (30) days of billing.
- 3) In requesting such leave of absence for an employee or employees, the Union must give at least one (1) week's notice to the Corporation.

#### 12.03. Leave for Union

Any employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without pay and loss of seniority for a period up to one (1) year subject to the approval of the Corporation and the Union. Fringe benefits shall not be payable to the employee during such leave of absence.

#### 12.04. Leave for Negotiation of a Collective Agreement

During the negotiation of a Collective Agreement, the time lost during working hours will only be paid to a maximum of eighty (80) hours for the entire Union Negotiating Committee. When the total of eighty (80) man hours would be reached meetings outside of normal working hours shall be arranged.

#### 12.05. Leave for Voting

Voting time and pay will be granted to all employees in accordance with Federal and Provincial Acts.

#### 12.06. Bereavement Leave

- 1) An employee shall be entitled to a leave of absence for up to five (5) working days in the event of a death in their immediate family and they shall receive full pay for the normal working days contained within this period. Immediate family shall mean father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law or father-in-law.

- 2) An employee shall be entitled to a leave of absence for up to three (3) working days in the event of a death of an employee's brother-in-law, sister-in-law, grandchild or grandparents.
- 3) Bereavement leave is subject to the approval by the Department Head or their designee, with the employee having the opportunity to complete the application on return to work following bereavement leave.
- 4) In the event a death should occur in a regular or probationary employee's immediate family, the Corporation may approve sufficient additional days off for attending the funeral or celebration of life and, if necessary, for the return trip, up to a maximum of three (3) days, to the City with such days off to be over and above the bereavement leave due the employee under the Agreement and with the additional days to be debited from and be debited against the employee's short term disability benefits.

The following definitions shall apply:

- Spouse (includes both married and unmarried couples, of the same or opposite genders).
- Parent, stepparent, foster parent, child, stepchild, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee.
- Spouse of the employee's child.
- Brother or sister of the employee.
- Relative of the employee who is dependent on the employee for care or assistance.

Bereavement leave can be taken at the time of the family member's death, or sometime later to attend a funeral or memorial service. It could be taken the attend to estate matters.

#### 12.07. Jury Duty

When an employee is required to serve on jury duty or as a court witness, the Corporation shall make up the difference between the jury pay and/or witness pay and the employee's regular pay on the first day of reporting and for all subsequent days actually spent on jury duty or as a court witness. The employee must notify the Corporation immediately upon receipt of notice of selection for jury duty or instruction to act as a witness. Monies paid by the courts to employees serving on jury duty or appearing as court witnesses must be returned to the Corporation.

12.08. General Leave

- 1) The Corporation may grant leave of absence without pay and/or fringe benefits and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request shall be in writing and approved by the Corporation and such approval shall not be withheld unjustly.
- 2) Notwithstanding the preceding paragraph to the contrary, the Corporation shall pay fringe benefits for leaves of absences up to ten days in a calendar year.

12.09. Approved Leave of Absence During Vacation

- 1) Where an employee qualifies for sick leave as provided for or bereavement leave during their vacation, there shall be no deduction from vacation credits for such absence providing that the employee immediately informs the Corporation of their qualification. The period of vacation so displaced shall either be added to the vacation period or made available for use at a later date which must be mutually agreed upon by the employee and the Corporation.
- 2) A qualification for sick leave under this Article shall require the submission of Doctor's certificate to support the sickness.

12.10. For Obtaining a Driver's Licence

Time off with pay and the appropriate equipment shall be made available to employees at the Corporations expense to those employees who are required to obtain and maintain a class of driver's licence other than Class "G".

Article 13 – Hours of Work

13.01. Operations Department

1) Hourly Rated Employees

Normal working hours shall be forty (40) hours per week, Monday to Friday inclusive, as follows:

Hourly – Rated Employees

7:30 a.m. to 12:00 noon

12:30 p.m. to 4:00 p.m.

- a) The two (2) fifteen (15) minute rest periods due employees during the normal work day shall be combined and taken at the end of the normal work day which will then terminate the normal work day one-half (½) hour earlier than as shown above.

- b) Should an employee be absent from work during either the morning or afternoon normal work hours, the employee shall not be entitled to payment for fifteen (15) minute rest period, in which case, the hours of absence from work shall be:
    - i. Morning Normal Work Hours – four and three quarter (4  $\frac{3}{4}$ ) hours.
    - ii. Afternoon Normal Work Hours – three and one-quarter (3  $\frac{1}{4}$ )
  - c) A one-half ( $\frac{1}{2}$ ) hour lunch shall be arranged during the work day at a time convenient to the work of the Department.
- 2) The straight time or normal working hours of hourly rated employees in the Pollution Control Centre and the Water Purification Plant will be eight (8) hours per day, forty (40) hours per week, averaged over a two (2) week period.
  - 3) The Normal working hours for the Administrative Assistant to the Utilities Section shall be (40) hours per week; Monday to Friday inclusive, with one half ( $\frac{1}{2}$ ) hour for lunch each day;

13.02. Planning, Building and By-Law Enforcement Department, Administration Department, Economic Development, Culture and Tourism, Parks and Recreation, and Treasury Department

- 1) Straight time or normal working hours for office employees located at City Hall shall be as follows:
  - a) Thirty-five (35) hours per week Monday to Friday, inclusive 8:00 a.m. to 4:00 p.m. with one (1) hour off for lunch
- 2) Straight time or normal working hours for the Facility Booking Coordinator shall be as follows:
  - a) Forty (40) hours per week Monday to Friday, inclusive 8:00 a.m. to 4:30 p.m. with one ( $\frac{1}{2}$ ) hour off for lunch.
- 3) The two (2) fifteen (15) minute rest periods due employees during the normal work day shall be combined and taken at the end of the normal work day which will then terminate the normal work day one-half ( $\frac{1}{2}$ ) hour earlier than as shown above.

- 4) Should an employee be absent from work during either the morning or afternoon normal work hours, the employee shall not be entitled to payment for the fifteen (15) minute rest period, in which case the hours of absence from work shall be:
  - a) Morning Normal Work Hours – three and three – quarter ( $3 \frac{3}{4}$ ) hours
  - b) Afternoon Normal Work Hours – four and one quarter ( $4 \frac{1}{4}$ ) hours
  - c) During the months of June, July and August the Corporation shall consider summer hours, where possible, in order to permit completion of the employee's days work prior to 4:30 p.m.
- 5) Straight time or normal working hours for the Aquatic Supervisor/Program Assistant shall be as follows:
  - a) Forty (40) hours per week Monday to Friday, inclusive
- 6) Because of the nature of the Program Assistant's work, no designated hours of work shall apply. The Program Assistant shall work an average of forty (40) hours a week at the straight-time rate, averaged over a six (6) week period. In lieu of overtime worked on a statutory holiday, time off will be at a time and one-half for time worked. This time off can be banked up to a maximum of forty (40) hours and used when convenient to the employee subject to the approval of the Corporation.

Treasury Department Employees at the Operations Department Locations (Stockkeeper, Buyer/TimeKeeper and Administrative Assistant):

- 7) The normal working hours of the Buyer/Timekeeper and Administrative Assistant shall be forty (40) hours per week, Monday to Friday inclusive.
  - a) Should an employee be absent from work during either the morning or afternoon normal work hours, the employee shall not be entitled to payment for fifteen (15) minute rest period, in which case, the hours of absence from work shall be:
    - i. Morning Normal Work Hours – four and one-quarter ( $4 \frac{1}{4}$ ) hours
    - ii. Afternoon Normal Work Hours – three and three – quarter ( $3 \frac{3}{4}$ ) hours
- 8) The normal working hours of the Stockkeeper shall be forty (40) hours per week, Monday to Friday inclusive, as follows:

7:30 a.m. to 12:00 noon

12:30 p.m. to 4:00 p.m.

- a) The two (2) fifteen (15) minute rest periods due employees during the normal work day shall be combined and taken at the end of the normal work day which will then terminate the normal work day one-half (½) hour earlier than as shown above.
- b) Should an employee be absent from work during either the morning or afternoon normal work hours, the employee shall not be entitled to payment for the fifteen (15) minute rest period, in which case, the hours of absence from work shall be:
  - i. Morning Normal Work Hours – four and one-quarter (4 ¼) hours.
  - ii. Afternoon Normal Work Hours – three and three-quarter (3 ¾) hours.

13.03. Shift Premiums

- 1) It is agreed that when work is required to be done outside the normal working hours, the Corporation may institute the necessary shift and employees shall be paid at straight time rate. Notice of shift change shall provide at least sixteen (16) hours rest period prior to the start of the new shift and, if such notice is not given, then overtime rates shall apply.
- 2) Employees in the Operations Department and Parks & Recreation Department shall be required to work on shift in conformance with this Agreement.

Shift:	Timeline:	Hourly Rate:
Afternoon Shift	3:30 PM to 11:30 PM Or: 4:00 PM to midnight	\$0.80
Evening Shift	11:30 PM to 7:30 AM Or: Midnight to 8:00 AM	\$1.05
Weekend Days	7:30 AM to 3:30 PM Or: 8:00 AM to 4:00 PM	\$0.65
Weekend Afternoon Shift	3:30 PM to 11:30 PM Or: 4:00 PM to midnight	\$0.90

Shift:	Timeline:	Hourly Rate:
Weekend Night Shift	11:30 PM to 7:30 AM Or: Midnight to 8:00 AM	\$1.15

\*Weekend is defined as Saturday or Sunday

Shift premiums to increase by ten cents (\$0.10) on January 1, 2026 and January 1, 2027.

- 3) CUPE Part Time Instructor Guards are eligible for shift premiums as outlined for the Operations Department and Parks & Recreation Department.
- 4) CUPE Part Time Instructor Guards are entitled to \$1.00 premium per hour when designated to be acting supervisor.

#### 13.04. Standby Pay

The Department Head may designate employees responsible for specific tasks on an on-going or periodic basis (call-out, overtime, shift).

- 1) Regular hourly rated employees required to standby for a week shall receive as Standby Allowance as follows:

All Departments:

Week Definition:	Weekly Rates: Effective as of January 1, 2024
For a week defined as Friday to Friday for a normal week containing five (5) working days (or defined as coinciding with the employee's shift days for the WPP and PCC)	\$275.00
For a week containing one (1) paid holiday	\$310.00
For a week containing two (2) paid holidays	\$345.00
Employees who are not on standby but are designated by the City to remain available in case of emergency or need	\$250.00

Week Definition:	Weekly Rates: Effective as of January 1, 2026
For a week defined as Friday to Friday for a normal week containing five (5) working days (or defined as coinciding with the employee's shift days for the WPP and PCC)	\$300.00

Week Definition:	Weekly Rates: Effective as of January 1, 2026
For a week containing one (1) paid holiday	\$335.00
For a week containing two (2) paid holidays	\$370.00
Employees who are not on standby but are designated by the City to remain available in case of emergency or need	\$275.00

- 2) Employees who are not on standby but are designated by the City to remain available in case of emergency or need; shall be paid the weekly rate as outlined above per week or \$35.00 per day.

Effective January 1, 2026, employees who are not on standby but are designated by the City to remain available in case of emergency or need; shall be paid the weekly rate as outlined above per week or \$39.00 per day.

- 3) Should an employee on Standby Duty be called out, they shall receive, in addition to Standby Allowance, pay at their overtime rate.
- 4) Employees who are on Standby Duty and who wish to have the opportunity to use a Corporation vehicle to go home for lunch during the day shift shall have the right to do so on the condition the employee shall only use the Corporation vehicle for direct transit between their residence and the work site. Proven abuse of this privilege shall result in disciplinary action. In all cases, City vehicles shall remain within City limits.
- 5) It is agreed an employee deemed capable by the Corporation of undertaking Standby Duty shall take such duty when so directed by the Corporation unless the Union would provide a substitute employee satisfactory to the Corporation. The Corporation shall not schedule an employee for Standby Duty while the employee would be on vacation and in the event such a conflict would occur, the Corporation shall revise the Standby Schedule accordingly.

## Article 14 – Overtime

### 14.01. Overtime Defined

All time worked by regular and probationary employees in excess of the employee's normal number of daily or weekly hours or worked on a holiday, shall be considered as overtime. This Article shall not conflict with Article 13.04 – Standby Pay.

#### 14.02. Overtime Rates

After completion of the regular day's work, if any employee is called back before the regular starting time, they shall be paid at one and one-half (1 ½) times their regular wage rate. This Article shall not conflict with Article 13.04 – Standby Pay. Overtime shall be calculated at the nearest quarter-hour.

#### 14.03. Distribution of Overtime

Overtime will be divided as equally as possible among regular employees working in the category required.

#### 14.04. Call Back

- 1) A regular employee who has left their regular shift, gone home and is called out to work overtime shall receive two (2) hours at their overtime wage rate, in addition to the overtime rate for the actual time worked. This Article shall not take precedence over Article 13.04 – Standby Pay.
- 2) Any employee called back to work beyond their normal hours of work in an emergency shall be paid at overtime rates for those hours beyond the normal hours of work. Normal hours of work shall be paid at straight time. Overtime rates will apply once the employees reaches the place of work. Employees shall not be required to reduce normal hours of work in order to equalize overtime worked.

#### 14.05. Time off in Lieu of Pay

- 1) Employees may, with the concurrence of their Department Head, at their option, receive time off for overtime worked in lieu of pay. This time off would be at time and one-half off for time and one-half worked.
- 2) This time off may be banked up to a maximum of one week's hours based on the employees regularly scheduled working hours. For employees who work forty (40) hours per week, up to forty (40) hours of overtime may be banked. For employees who work thirty-five (35) hours per week, thirty-five (35) hours may be banked. Banked overtime may be used when convenient to the employee subject to the approval of the Corporation. Applications for use of "Banked Overtime" shall be submitted by the employee on the form "Application for Leave".

#### 14.06. Meal Allowance

An employee required to work more than two (2) hours of unscheduled overtime shall be entitled to a meal allowance of Twelve Dollars and Fifty Cents (\$12.50).

Each additional four (4) hours of overtime worked shall entitle the employee to a further Twelve Dollars and Fifty Cents (\$12.50) meal allowance. "Unscheduled" shall mean an extension of the shift or a call back to work requiring immediate response to the workplace.

#### 14.07. Duplication or Pyramiding of Overtime

There shall be no duplication or pyramiding of overtime or other premiums paid, nor shall the same hours worked be counted as part of the normal work day or work week or also as hours for which overtime is payable.

### Article 15 – Relieving in a Position of Higher Rating and On-Job Training

#### 15.01. Relieving at a Higher Rating

When an hourly rated/salaried employee is designated by Management to relieve in a position of higher rating, except an employee who is receiving on-the-job training, for a period of one (1) consecutive hour or more within a shift, they will receive the rate for the position they are relieving for the period they are so designated.

While so designated, an hourly rated/salaried employee will receive the rate of pay in the higher position which corresponds to the rate of pay in their current position (Start, 6 months, one year or two years as applicable).

Should the employee be required to work overtime, Article 14.02 shall apply to the new hourly rate.

#### 15.02. Relieving in a Management Position

When a member of the Bargaining Unit is designated by Management to relieve in a management position they shall receive an additional premium of Two Dollars (\$2.00) per hour. Should they be required to work overtime, Article 14.02 shall apply to the new hourly rate.

#### 15.03. Welding/Fabrication

When an Employee who possesses the necessary skills and abilities is designated by Management, or Management's designate, to perform welding repairs which may include fabrication duties involving special projects for a period of three (3) consecutive hours or more, they will receive an additional premium of twenty cents (20¢) per hour above the rate for the Chief Equipment Operator for the full period they are so employed.

#### 15.04. Operator in Charge

When an employee in the Collection & Distribution Section is appointed by the Supervisor or Department Head to assume the responsibility of Operator in Charge (OIC) they will receive an additional premium of one dollar (\$1.00) per hour above their normal pay for the full period they are so employed.

### Article 16 – Employee Benefits

#### 16.01. Pension

In addition to the Canada Pension Plan, every regular and probationary employee shall join the Ontario Municipal Employees Retirement Scheme (OMERS). The Corporation and the employees shall make contributions in accordance with the provisions of the plan.

#### 16.02. Supplementary Pension OMERS Type I & III Combined

A pension payable to the total pension payable to each pension commencing on retirement:

- 1) On or after their normal retirement date; or,
- 2) Within ten (10) years before their normal retirement date if the member has completed thirty (30) years of service with the employer of the employee's best sixty (60) consecutive month's average salary, multiplied by the number of years of credited service, reduced at age Sixty-five (65) by .675% of such average salary or the average of the last three (3) year's Maximum Pensionable Earnings under the Canada Pension Plan at retirement, whichever is the lesser amount, times the number of years of their credited service after January 1, 1966.

#### 16.03. Extended Health Care, Dental, Group Life Insurance and Long Term Disability Benefits

- 1) The Corporation shall pay the full cost of the single or family premium, as the case may be, of the following plans presently in place:
  - a) The Carrier Company benefits, as follows:
    - i. Extended Health Care Plan
    - ii. Dental Benefit
    - iii. Group Life Insurance
    - iv. Long Term Disability Benefits

- b) Notwithstanding Article 11.07, in the case of absence covered under the Long Term Disability Benefit, the Corporation will pay the contributions to the above stated plans presently in place for a maximum of two (2) years from commencement of absence.

All group benefits not eligible for waiver of premiums provisions such as O.H.I.P., Semi-Private Hospital, Extended Health Care and Dental will be discontinued after 24 months' continuous liability. Any employee will be allowed to continue their Extended Health Care, and Dental benefits after two years of continuous disability to the earlier of retirement or age Sixty-five (65) on an optional basis on the understanding that the employee will pay, in advance, one hundred percent (100%) of the ongoing required premium.

- c) Any employee taking an early retirement will be allowed to continue their Extended Health Care, and Dental benefits to age Sixty (60) on an optional basis on the understanding that the employee will pay, in advance, one hundred percent (100%) of the ongoing required premium.
- d) It is also agreed that the plan will provide major dental restorative (bridges and crowns) at 50% co-insurance to a maximum of \$3,000.00 per member and eligible dependents per calendar year and orthodontic services at 50% co-insurance to a maximum of \$3,000.00 per member and eligible dependents per calendar year.  
It is also agreed that the plan:

Provides for generic cost where available

- i. If there is no generic substitution available, for the prescribed medicine, the amount covered is the cost of the prescribed product.
  - ii. Where a prescription contains written direction from the physician or dentist that the prescribed medicine cannot be substituted with a generic product, the cost of the prescribed drug is covered, if it is a covered expense under the benefit.
- e) Vision - \$425.00 every two (2) years, which includes the cost of an eye exam.

## 2) Medical benefits premiums for Retirees (family coverage)

- a) The City agrees to continue coverage of benefits to retired full-time permanent Union employees from age Sixty (60) plus one-day to age

Sixty-five (65). "Benefits" shall mean those defined under the provisions of the Retirees' Benefit Plan and will include Extended Health Care, and Dental Coverage.

- b) The full-time Union permanent employees agree that the cost of the Retirees Benefit Plan shall be at the rate being paid by the City for the year in which the member retires. Future increases in the premiums in the Retirees Benefit Plan shall be borne by the Retirees. The employees agree that each member shall submit to the City, within seven days of the City's request, payment of the differential, if any, of the premiums charged to the member in the first year of their retirement and the present charge for premiums in the Retirees Benefit Plan.
- c) To avoid duplicate family coverage, family coverage will be provided where no other coverage is available provided the coverage is not a reduction in benefits to the Retiree or Retiree's family, as outlined in the Retiree Benefit Plan.
- d) The premiums shall be paid at the rate of eighty (80%) by the employer and twenty percent (20%) by the employee.

#### 16.04. Group Life Insurance

- 1) The Corporation shall pay the full cost of the Group Life Insurance Plan provided by the Corporation to a level of benefits not less than the present benefits provided for all regular and probationary employees who would not be on leave due to illness or authorized leave of absence or lay-off as stated in this Agreement.
- 2) In the case of any absence other than for illness or vacation, the Corporation's contribution will be paid to the Group Life Insurance Plan to a maximum of two (2) weeks from commencement of absence.
- 3) In the case of absence for illness, the Corporation's contribution will be paid to the Group Life Insurance Plan to a maximum of one (1) year from commencement of absence. In this case, Pregnancy Leave will be considered as Sick Leave.

#### Article 17 – Procedure for Reclassification

The procedure in respect to reclassification of regular employees shall be as follows:

- 1) The employee to submit a written request for reclassification to the Supervisor or designate.

- 2) Within a reasonable time and in the order as follows:
  - a) Management may require the employee to demonstrate their knowledge and skills.
  - b) Management may interview the employee and supervise a written or oral test in which case Management and a Member of the Union Executive may be present.
  - c) Reference manuals will be permitted for those questions where manuals are used on the job site.
  - d) Management shall notify the employee in writing of the reasons for rejection, or Management is prepared to submit a recommendation in favour with the employee's request.
  - e) Management to inform the employee in writing of the final decision on the request and if favourable, the date when the reclassification would become effective.
  - f) Should it be determined that an employee cannot perform the duties of the reclassification, then the employee will be returned to their former classification until they meet the requirements for re-instatement.
  - g) Grievance concerning reclassification shall be initiated at the verbal stage of the Grievance Procedure; failing settlement at this stage, the grievance shall move to Step 2 of the Grievance Procedure.
- 3) Due to the processing time of such reclassification requests, all successful requests will be effective four (4) weeks from the date after the receipt of the employee's written request.

#### 17.01. On the Job Training

The Corporation agrees to attempt to promote hourly-rated Operations employees to the higher ratings when they achieve the required qualifications.

#### Article 18 – Acquisition of New Equipment or Technology

Should the Corporation acquire a type of equipment or technology not owned by the Corporation at the effective date of this Agreement, the Corporation shall have the right and shall notify the Union of the class of the employee required to operate same.

## Article 19 – Suspension or the Permanent Withdrawal of a Driver’s Licence

### 19.01. Employees

- 1) It is agreed and understood certain employees are required to possess a driver’s licence in order to carry out their duties. There is a wide variation in duties between the classes of employees within the City Departments and the Corporation does not have the size or organization which would permit re-organizing members of the Bargaining Unit who would possess the necessary qualifications for the required duties.
- 2) Therefore, any suspension of a driver’s licence may, at the discretion of the Corporation, be sufficient grounds for the termination of employment. The permanent withdrawal of a driver’s licence may be sufficient grounds for the termination of employment.
- 3) Any employee who requires a driver’s license in the performance of their duties either occasionally or on a regular basis and who has had their driver’s license suspended, must immediately notify their Supervisor with the following information:
  - a) Date of infraction
  - b) Details on infraction
  - c) Copy of summons
  - d) Date of hearing
  - e) Dates and duration of suspension, if available.
- 4) The Supervisor must notify the Head of the Department or designate who shall inform the Chief Administrative Officer of the circumstances.
- 5) Management will undertake to assess each situation as it becomes aware of one of its employees becoming subject to a driver’s license suspension to determine an appropriate course of action.

The attached chart (Appendix “A”) is used as a guideline only. Action taken may be altered according to the circumstances of each incident. Matters for consideration include:

- a) Requirements for driver’s license.
- b) Length of suspension.

- c) City-owned vehicle or personal vehicle.
- d) Employment record and availability of alternative non-driving positions.

The recurrence of incidents increases the degree of discipline.

- 6) This applies to driving infractions incurred while on or off duty. For infractions incurred while on duty, additional disciplinary action may be applied in accordance with the City's general Disciplinary Guide.

## Article 20 – Rest Periods

### 20.01. Rest Periods

- 1) The rest period, as permitted herein, shall mean the total time Corporation work may be stopped.
- 2) Within each four (4) hour work period or each half of the work day, hourly-rated employees shall be allowed a fifteen (15) minute rest period with pay.
- 3)
  - a) Should an employee be absent from work during either the morning or afternoon normal work hours, the employee shall not be entitled to payment for the fifteen (15) minute rest period, in which case the hours of absence from work shall be four and one-quarter (4  $\frac{1}{4}$ ) hours for absence during the total morning work hours; or, three and three-quarter (3  $\frac{3}{4}$ ) hours for absence during the total normal afternoon hours.
  - b) A one-half ( $\frac{1}{2}$ ) hour lunch hour shall be arranged during the work day at a time convenient to the work of the department.
- 4) Salaried employees shall be allowed a fifteen (15) minute rest period, with pay, in each half of the normal work day.

### 20.02. Pay in Lieu of Rest Periods

Employees who are employed on emergency work with a time limit for completion shall be given a rest period allowance on their time according to either their regular rate or their overtime rate if the work is being done on an overtime basis.

### 20.03. Rest Period During Shift (Roads Section – Operations Department)

During the winter road maintenance period when the length of shift is from six (6) to eight (8) hours, the two (2) fifteen (15) minute rest periods may be taken consecutively.

20.04. Convenient Time

All rest periods shall be taken at a time convenient to the City Operations.

20.05. Abuse

The Corporation shall have the right to deny rest periods or to deny the use of City Vehicles during rest periods to any employee who abuses the benefits as stated therein. Work sites and equipment shall be left in a safe and proper manner during rest periods.

Article 21 – Bulletin Boards

21.01. Location of Bulletin Boards

The Corporation shall provide, for Union use, a bulletin board at: The Operations Department; the Pollution Control Centre; the Water Purification Plant; the Employees Lunchroom at City Hall; the P.M.C. and the Kinsmen Pool.

Article 22 – Changes to Agreement

22.01. Mutual Changes

Any part of this Agreement may be changed at any time during the existence of this Agreement if both parties signify their agreement to the change in writing.

Article 23 – Job Security

The normal hours of work for regular employees shall not be reduced by the contracting out of work.

Article 24 – Strikes or Lockouts

The Corporation agrees that they will not cause or direct any lockouts of the employees and the Union agrees that there will be no illegal strikes, shutdowns, slowdowns, or stoppages of work or picketing. Any employee participating in an illegal strike, shutdown, slowdown, stoppage of work or picketing may, at the Corporation's discretion, be subject to discipline or dismissal.

Article 25 – Pregnancy Leave

25.01. Pregnancy Leave

Pregnancy Leave shall be governed in accordance with the Employment Standards Act.

## 25.02. Parental Leave

Parental Leave shall be governed in accordance with the Employment Standards Act.

## 25.03. General Provisions Applicable to Pregnancy & Parental Leave

- 1) An employee who has given notice to begin pregnancy or adoption leave may change the notice to begin leave upon giving the employer at least two (2) weeks written notice.
- 2) An employee who has given notice to end leave may change the notice to an earlier date upon giving the employer at least four (4) weeks written notice before the earlier date.
- 3) Employees are entitled during pregnancy and parental leave to continue participation in pension plans, life insurance plans, accidental death plans, extended health plans and dental plans where applicable. The employer shall continue to make the employer's contributions for the prescribed benefit plans unless the employee gives the employer written notice that the employee does not intend to pay the employee's contributions during the leave period.
- 4) Employees shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the employer.
- 5) Seniority shall accumulate during the above leaves.

## Article 26 – Mileage Allowance and Payment of Wages

### 26.01. Payment

When approved by the corporation, a mileage rate allowance will be paid to an employee using their vehicle on Corporation business at a rate as established by the City Council Bylaw and amended from time to time.

### 26.02. Withdrawal from Use

An employee, who agrees to use their own vehicle for Corporation business and later decides to withdraw the use of their vehicle, shall give the Corporation written notice of ten (10) working days.

### 26.03. Payment of Wages

The Corporation agrees to pay its employees bi-weekly in accordance with Article 33.

### Article 27 – Copies of Union Agreement

- 1) On acceptance of this Agreement by both parties, the Corporation will arrange for the printing of copies and the cost of printing shall be borne on a pro-rata basis between the parties hereto.
- 2) Immediately following acceptance by both parties, the Union shall submit written notification to the Corporation to indicate the number of copies required by the Union.

### Article 28 – Training Courses, Seminars or Conventions

- 1) When the Corporation shall approve attendance at a training course as part of Corporation training it is agreed Article 13 and 14 in respect to hours of work, overtime pay, shift pay or standby pay shall not apply, with the employee only to receive pay for the regular hours contained in the leave period plus approved expenses and, when evidence of completion of the course would be provided, tuition fees.
- 2) When the Corporation shall approve attendance at seminars or conventions as part of Corporation training, it is agreed Articles 14 and 15 in respect to hours of work, overtime pay, shift pay or standby pay shall not apply with the employee only to receive pay for the regular hours contained in the leave period plus approved expenses.

### Article 29 – Use of City Vehicles

- 1) City Vehicles shall only be used for City Work and shall not be used for any personal or private business.
- 2) Unless otherwise approved by the Department Head, no City Vehicles shall be used as transportation for anyone other than Elected Representatives or City Employees during the performance of City Work.
- 3) City Vehicles shall only be used within the boundaries of the City of Pembroke, unless prior approval is provided by the Department Head.

### Article 30 – Vehicle Licences

It is agreed each employee shall have responsibility to obtain and maintain the Class of Driver's Licence which will permit the employee to undertake duties as stated in the particular employee's job classification. The employee is required to notify the

Corporation immediately upon any change lessening the employee's class of Driver's Licence.

The Corporation shall pay one hundred percent (100%) of the total cost of a medical examination, to a maximum of one hundred and fifty dollars (\$150.00) required to maintain a DZ license that is required by the Employer and the Ministry of Transportation for renewal of a DZ license. This is effective date of ratification of this Collective Agreement. To qualify for this payment, the employee must present a receipt to the Corporation from a physician or nurse practitioner.

#### Article 31 – Job Descriptions

- 1) Each employee will be given a copy of their job description.
- 2) In the event that a new or changed occupation classification/or when the duties or volume of work is substantially changed, then the work, the job title and the wage rate shall be first determined and acted upon by the Employer for the purpose of assigning an employee and proceeding with the task to be then performed. Thereafter, the Employer shall immediately notify the Union of the action taken.
- 3) If no formal protest with respect to the proposed wage rate is lodged in writing with the Employer by the Union within one (1) month of the date of such notice, Schedule "A" to this Agreement shall be modified accordingly. In the event of a formal protest is made by the Union the parties shall arrange for a meeting for the purpose of endeavouring to resolve the differences. If such wage rate is not resolved by this means within thirty (30) days, then the dispute may be submitted to the grievance process at Step 2 of the Grievance Procedure. Said meeting at Step 2 to occur within fifteen (15) working days of such request.

#### Article 32 – Social Services & Transit Departments

- 1) The removal of the Social Services and Transit Departments that existed in the January 1, 1996 to December 31, 1997 Collective Agreement will be re-instated in the Collective Agreement in the event that the delivery of these services becomes the responsibility of the City of Pembroke.
- 2) All rights, privileges, benefits and rates of the job(s) in question shall be afforded to these positions. If the parties are unable to agree on the classification(s) or the rate of pay for the job(s) in question, such dispute shall be submitted to Step 3 of the Grievance Procedure and if necessary to arbitration. The new rate shall become retroactive to the time that the position was first filled.
- 3) This clause cannot be deleted from the Collective Agreement without the consent of both parties.

### Article 33 – Classification & Wage Rates

Classifications and Wage Rates for employees in the Operations Department, Building Department, Economic Development, Parks & Recreation Department, Administration Department and Treasury Department shall be set out in Schedule “A” to this agreement.

### Article 34 – Ministry of Environment (MOE) Certification

#### 1) Operations Department – Collection & Distribution Employees

In order for employees to seek reclassification in the Collection & Distribution Section of the Operations Department it will be necessary to possess and maintain the required certification under Ministry of Environment regulations in the field of Wastewater Collection (WWC)/Water Distribution (WD), including the requirements under the City’s Job Description, plus years of experience; and that all components of the classification meet the requirements to efficiently and effectively carry out the responsibilities of the job.

#### 2) Operations Department-Pollution Control Centre & Water Treatment Plant

In order for employees to seek reclassification in the Pollution Control Centre and Water Treatment Plant it will be necessary to possess and maintain the required certification under Ministry of Environment regulations in the field of Wastewater Treatment (WWT)/Water Treatment (WT) including the requirements under the City’s Job Description plus years of experience; and that all components of the classification meet the requirements to efficiently and effectively carry out the job.

3) Employees who do not attain or maintain the required level to work in the Collection & Distribution, Pollution Control Centre and/or Water Treatment Plant within a determined time period, and continue to not possess the required level of certification could/may result in transfer from the Section.

4) a) In order to accommodate employees who were near retirement at the date of ratification of the Collective Agreement which was effective from January 1<sup>st</sup>, 2004 to December 31<sup>st</sup>, 2006, who did not possess the educational requirements to meet the government criteria to obtain certification, or other valid reason(s) accepted by the Corporation that may prevent them from attaining the necessary certification, shall continue to maintain their rights under the Collective Agreement.

It is agreed, however, those employees affected may be placed into another classification outside of their section, if required, at their current rate of pay. Should their rate of pay be above the classification in which

they have been accommodated, their rate of pay shall be “red circled” until the Employee meets the rate of pay in the change of classification.

- b) It is also agreed that the Corporation will assist the employee(s) in training costs to obtain their required level of certification for those currently employed with the Collection & Distribution, Pollution Control Centre and Water Treatment Plant.
- c) It is further agreed that the Corporation will not assist in any further training costs of those employees who fail any level of certification until such level that was failed has been successfully passed.

5) Effective date of ratification of this Agreement, the following premiums will apply to the employees who hold multiple written certification levels in Water Distribution, Wastewater Collection as required by the Department/Section in which they are employed to operate the system effectively. (Ministry of the Environment grand-parented certifications do not qualify for premium pay).

Premiums shall be applied to the employee’s regular hourly rate and paid on all Regular and premium hours worked. Premium levels are not accumulative. Premiums apply only to certificates other than what is necessary for the work place and cannot exceed the level of the system being operated.

In order for employees to continue receiving the premiums, the employees are required to keep their certifications current, and be prepared and willing to carry out cross-over duties as required. Should the Ministry of the Environment down grade the class of a system, the premium would only apply to the actual class level of the system.

Level	WD	WWC
3	N/A	N/A
2	\$0.25	\$0.25
1	\$0.20	\$0.20

Legend:

WD – Water Distribution

WWC – Wastewater Collection

Article 35 – Effective Date and Term of Agreement

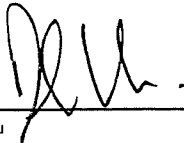
This Agreement shall be effective from January 1, 2024 to December 31, 2027, and from year to year thereafter unless either party gives notice in writing within ninety (90) days prior to the termination day of their desire to amend the Collective Agreement. The Agreement provides for annual increases as follows:

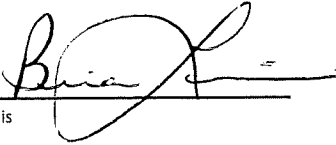
- January 1, 2024 to December 31, 2024 – 3.25%
- January 1, 2025 to December 31, 2025 – 3.25%
- January 1, 2026 to December 31, 2026 – 3.25%
- January 1, 2027 to December 31, 2027 – 3.25%

Article 36 – Recovery of Advances

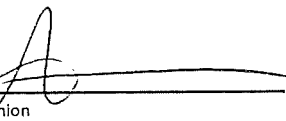
Any money advanced to an employee by the Corporation is considered to be a debt to the Corporation, and will be deemed recoverable through payroll deduction if necessary.

**Signed on Behalf of:**  
**Corporation of the City of Pembroke**

X   
\_\_\_\_\_  
David Unrau  
Chief Administrative Officer

X   
\_\_\_\_\_  
Brian Lewis


X   
\_\_\_\_\_  
Angela Lochtie


X   
\_\_\_\_\_  
Arin Chisholm

Date: Feb 20, 2024

**Signed on Behalf of:**  
**Canadian Union of Public Employees – Local 24**

Recoverable Signature

X   
\_\_\_\_\_  
Amy Parker  
COPE National Representative  
Signed by: 51-124-1020914-128840154-4282349281-62910281138065db-6078-4028-acad-5883276d7ee0

X   
\_\_\_\_\_  
Brad Mittlestead  
President

X   
\_\_\_\_\_  
Michel Demers

X   
\_\_\_\_\_  
Jason Robinson

Date: Feb 20, 2024

Appendix "A" is as follows:

Appendix "A"

Disciplinary Guidelines  
 Suspension or Loss of Driver's License

Length of Suspension	No Discipline	Declassification/ Suspension/Leave Without Pay	Termination
Up to and including 3 months	-----	-----	
Over 3 months up to and including 12 months		----- _____	-----
Over 12 months		_____	_____

Key:

- Optional Disciplinary Action
- \_\_\_\_\_ Alternative Disciplinary Action
- \_\_\_\_\_ Disciplinary Action

**Memorandum of Understanding**

between

The Corporation of the City of Pembroke

and

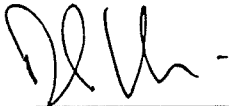
Canadian Union of Public Employees – Local 24

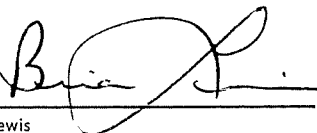
Hours of Work – Instructor Guards


During the duration of the Collective Agreement dated January 1<sup>st</sup>, 2024 to December 31<sup>st</sup>, 2027, the Corporation agrees to offer twenty (20) hours of work per week during July and August to the Part-time (Full-time) Instructor Guards.


It is agreed that this obligation is binding on the Corporation and only for the period while the Corporation continues to operate a municipal swimming pool during the term of the Collective Agreement as indicted herein.

**Corporation of the City of Pembroke**

X   
\_\_\_\_\_  
David Unrau  
Chief Administrative Officer

X   
\_\_\_\_\_  
Brian Lewis

X   
\_\_\_\_\_  
Angela Lochtie

X   
\_\_\_\_\_  
Arin Crinnion

Date: Feb 20/2024

**Canadian Union of Public Employees – Local 24**

 Recoverable Signature

X 

---

Amy Parker

CUPE National Representative

Signed by: S-1-12-1-161215014-1283840764-4282949283-662910083f38062db-b670-4020-acc0-b839276c7aa7

X 

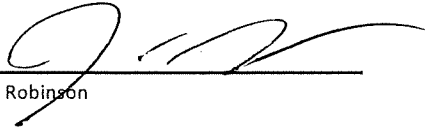
---

Brad Mittlestead  
President

X 

---

Michel Demers

X 

---

Jason Robinson

Date: Feb 20 | 2024

## Letter of Agreement

between

The Corporation of the City of Pembroke

and

Canadian Union of Public Employees – Local 24

The parties have agreed that any employee in the Water Treatment Plant or the Pollution Control Centre currently receiving dual certification at the date of ratification of this Collective Agreement will continue to receive the premiums on all regular and premium hours worked while employed by the City of Pembroke in the above noted facilities.

<b>Level</b>	<b>WT</b>	<b>WWT</b>	<b>WQA</b>
3	\$0.30	\$0.30	N/A
2	\$0.25	\$0.25	\$0.25
1	\$0.20	\$0.20	\$0.20

Legend:

WT - Water Treatment

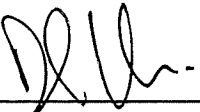
WWT - Wastewater Treatment

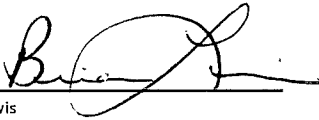
WQA - Water Quality Analyst


The employees currently with dual certification in the Water Treatment Plant and Pollution Control Centre are:

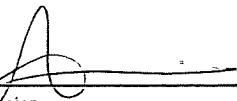
- 1) Rick Peddle
- 2) Michel Dubois
- 3) Matthew Pilon
- 4) Tim Ward

Corporation of the City of Pembroke

X   
\_\_\_\_\_  
David Unrau  
Chief Administrative Officer


X   
\_\_\_\_\_  
Brian Lewis


X   
\_\_\_\_\_  
Anqela Lochtie


X   
\_\_\_\_\_  
Arin Crinion

Date: Feb 20/2024

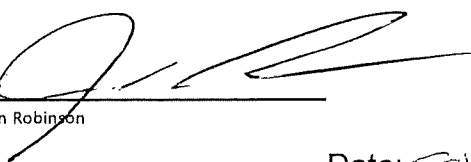
Canadian Union of Public Employees – Local 24

 Recoverable Signature

X   
\_\_\_\_\_  
Amy Parker  
CUPE National Representative  
Signed by 54-12-4-161215014-1283940764-4282943283-662940014330626-1676-4028-44302767202/

X   
\_\_\_\_\_  
Brad Mittlestead  
President

X   
\_\_\_\_\_  
Michel Demers

X   
\_\_\_\_\_  
Jason Robinson

Date: Feb 20/2024

**Schedule "A"**  
**To the Agreement Between**  
**The Corporation of the City of Pembroke**  
**-and-**  
**The Canadian Union of Public Employees, Local #24**

**Classifications and Wage Rate for Hourly Rated Employees in the Roads and Fleet Section:**

Position	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan
	2023	2024	2025	2026	2027
		3.25%	3.25%	3.25%	3.25%
Chief Mechanic	<b>\$34.52</b>	\$35.64	\$36.80	\$38.00	\$39.24
Mechanic - Grade 1	<b>\$32.07</b>	\$33.11	\$34.19	\$35.30	\$36.45
Mechanic - Grade 2	<b>\$29.72</b>	\$30.69	\$31.69	\$32.72	\$33.78
Sub-Foreperson *	<b>\$32.52</b>	\$33.58	\$34.67	\$35.80	\$36.96
Chief Equipment Operator	<b>\$29.06</b>	\$30.00	\$30.98	\$31.99	\$33.03
General Maintenance Class 4	<b>\$28.95</b>	\$29.89	\$30.86	\$31.86	\$32.90
General Maintenance Class 3	<b>\$28.39</b>	\$29.31	\$30.26	\$31.24	\$32.26
General Maintenance Class 2	<b>\$28.17</b>	\$29.09	\$30.04	\$31.02	\$32.03
General Maintenance Class 1	<b>\$23.94</b>	\$24.72	\$25.52	\$26.35	\$27.21
Part-time Employee(General)	<b>\$17.92</b>	\$18.50	\$19.10	\$19.72	\$20.36

Note: \*The rate for the "Sub-Foreperson" includes any duties that may occur on occasion, of a Supervisor.

**Classifications and Wage Rates for Hourly Rated Employees in the Parks and Recreation Department**

Position	01-Jan 2023	01-Jan 2024	01-Jan 2025	01-Jan 2026	01-Jan 2027
		3.25%	3.25%	3.25%	3.25%
Crew Leader	\$34.11	\$35.22	\$36.36	\$37.54	\$38.76
Sub-Foreperson *	\$32.52	\$33.58	\$34.67	\$35.80	\$36.96
General Maintenance Class 4	\$28.95	\$29.89	\$30.86	\$31.86	\$32.90
General Maintenance Class 3	\$28.39	\$29.31	\$30.26	\$31.24	\$32.26
General Maintenance Class 2	\$28.17	\$29.09	\$30.04	\$31.02	\$32.03
General Maintenance Class 1	\$23.94	\$24.72	\$25.52	\$26.35	\$27.21
Refrigeration Plant Operator	\$29.16	\$30.11	\$31.09	\$32.10	\$33.14
Pool Operator	\$28.39	\$29.31	\$30.26	\$31.24	\$32.26
GM Custodian	\$20.32	\$20.98	\$21.66	\$22.36	\$23.09
Instructor Guard	\$30.06	\$31.04	\$32.05	\$33.09	\$34.17
Part-time Employee(General)	\$17.92	\$18.50	\$19.10	\$19.72	\$20.36

**Classifications and Wage Rates for Hourly Rated Employees in the Operations and Utilities Department: (includes WTP, PCC and Collection and Distribution)**

Position	01-Jan 2023	01-Jan 2024	01-Jan 2025	01-Jan 2026	01-Jan 2027
		3.25%	3.25%	3.25%	3.25%
Chief Operator (includes former Sub-Foreperson W&S)	\$35.06	\$36.20	\$37.38	\$38.59	\$39.84
Utility Operator/Environmental Technician	\$32.19	\$33.24	\$34.32	\$35.44	\$36.59
Utility Operator Class 3 (includes former GM Class 4 W&S)	\$32.70	\$33.76	\$34.86	\$35.99	\$37.16
Utility Operator Class 2 (includes former GM Class 3 W&S)	\$30.06	\$31.04	\$32.05	\$33.09	\$34.17
Utility Operator Class 1 (includes former GM Class 2 W&S)	\$29.03	\$29.97	\$30.94	\$31.95	\$32.99
Utility Operator In Training (includes former GM Class 1 W&S)	\$24.65	\$25.45	\$26.28	\$27.13	\$28.01
Water and Sewer Technician	\$25.50	\$26.33	\$27.19	\$28.07	\$28.98
Electrical Mechanical Maintenance Operator	\$33.32	\$34.40	\$35.52	\$36.67	\$37.86

Note: \* The rate for the “Chief Operator” includes any duties that may occur on occasion of a Supervisor.

Probationary Employee:

An employee hired on a probationary basis shall, during the probationary period, receive \$0.35 per hour less than the regular wage rate for the Class in which they are employed.

Casual Employee

An employee hired on a casual basis shall receive no less than the minimum wage rate as stated in The Employment Standards Act, as amended from time to time, plus the economic increase for each of the years 2024,2025, 2026 and 2027 as outlined in **Article 33.**

**Annual Rates for Employees in the Operations Department (Utilities Section)**

Position	Effective Date		TO START	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS
2080 hrs	Jan. 1, 2023		\$ 51,701.15	\$ 53,898.66	\$ 56,333.76	\$ 58,590.67
Administrative Assistant	Jan. 1, 2024	3.25%	\$ 53,381.44	\$ 55,650.37	\$ 58,164.61	\$ 60,494.87
	Jan. 1, 2025	3.25%	\$ 55,116.34	\$ 57,459.01	\$ 60,054.96	\$ 62,460.95
	Jan. 1, 2026	3.25%	\$ 56,907.62	\$ 59,326.43	\$ 62,006.75	\$ 64,490.93
	Jan. 1, 2027	3.25%	\$ 58,757.12	\$ 61,254.54	\$ 64,021.97	\$ 66,586.89

**Annual Rates for Employees in the Building Department**

Position	Effective Date		TO START	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS
1820 hrs	Jan. 1, 2023		\$ 56,028.60	\$ 59,161.89	\$ 62,248.86	\$ 65,336.31
Building & Plumbing Inspector/Property Standards Officer	Jan. 1, 2024	3.25%	\$ 57,849.53	\$ 61,084.65	\$ 64,271.95	\$ 67,459.74
	Jan. 1, 2025	3.25%	\$ 59,729.64	\$ 63,069.90	\$ 66,360.79	\$ 69,652.18
	Jan. 1, 2026	3.25%	\$ 61,670.85	\$ 65,119.67	\$ 68,517.52	\$ 71,915.88
	Jan. 1, 2027	3.25%	\$ 63,675.15	\$ 67,236.06	\$ 70,744.34	\$ 74,253.15
1820 hrs	Jan. 1, 2023		\$ 54,197.52	\$ 57,133.25	\$ 60,181.86	\$ 63,286.91
Planning Technician	Jan. 1, 2024	3.25%	\$ 55,958.94	\$ 58,990.08	\$ 62,137.77	\$ 65,343.73
	Jan. 1, 2025	3.25%	\$ 57,777.61	\$ 60,907.26	\$ 64,157.25	\$ 67,467.40
	Jan. 1, 2026	3.25%	\$ 59,655.38	\$ 62,886.75	\$ 66,242.36	\$ 69,660.09
	Jan. 1, 2027	3.25%	\$ 61,594.18	\$ 64,930.57	\$ 68,395.24	\$ 71,924.04

### Annual Rates for Employees in the Parks and Recreation Department

Position	Effective Date		TO START	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS
2080 hrs	Jan. 1, 2023		\$ 64,397.03	\$ 67,121.01	\$ 70,228.10	\$ 72,936.74
Aquatics Supervisor/Program Assistant	Jan. 1, 2024	3.25%	\$ 66,489.93	\$ 69,302.44	\$ 72,510.51	\$ 75,307.18
	Jan. 1, 2025	3.25%	\$ 68,650.85	\$ 71,554.77	\$ 74,867.10	\$ 77,754.66
	Jan. 1, 2026	3.25%	\$ 70,882.00	\$ 73,880.30	\$ 77,300.28	\$ 80,281.69
	Jan. 1, 2027	3.25%	\$ 73,185.67	\$ 76,281.41	\$ 79,812.54	\$ 82,890.84
2080 hrs	Jan. 1, 2023		\$ 52,086.67	\$ 54,289.92	\$ 56,803.06	\$ 58,993.91
Recreation Programmer (formerly Recreation Assistant)	Jan. 1, 2024	3.25%	\$ 53,779.49	\$ 56,054.34	\$ 58,649.16	\$ 60,911.21
	Jan. 1, 2025	3.25%	\$ 55,527.32	\$ 57,876.11	\$ 60,555.26	\$ 62,890.82
	Jan. 1, 2026	3.25%	\$ 57,331.96	\$ 59,757.08	\$ 62,523.31	\$ 64,934.77
	Jan. 1, 2027	3.25%	\$ 59,195.25	\$ 61,699.19	\$ 64,555.32	\$ 67,045.15
2080 hrs	Jan. 1, 2023		\$ 55,162.37	\$ 57,491.45	\$ 60,106.60	\$ 62,524.80
Booking Coordinator	Jan. 1, 2024	3.25%	\$ 56,955.15	\$ 59,359.92	\$ 62,060.06	\$ 64,556.86
	Jan. 1, 2025	3.25%	\$ 58,806.19	\$ 61,289.12	\$ 64,077.01	\$ 66,654.96
	Jan. 1, 2026	3.25%	\$ 60,717.39	\$ 63,281.02	\$ 66,159.51	\$ 68,821.25
	Jan. 1, 2027	3.25%	\$ 62,690.71	\$ 65,337.65	\$ 68,309.69	\$ 71,057.94

### Annual Rates for Employees in the Administration and Treasury Departments

Position	Effective Date		TO START	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS
1820 hrs	Jan. 1, 2023		\$ 51,276.28	\$ 54,054.34	\$ 56,879.46	\$ 59,704.59
Senior Tax Collector	Jan. 1, 2024	3.25%	\$ 52,942.76	\$ 55,811.11	\$ 58,728.04	\$ 61,644.99
	Jan. 1, 2025	3.25%	\$ 54,663.40	\$ 57,624.97	\$ 60,636.70	\$ 63,648.45
	Jan. 1, 2026	3.25%	\$ 56,439.96	\$ 59,497.78	\$ 62,607.39	\$ 65,717.02
	Jan. 1, 2027	3.25%	\$ 58,274.26	\$ 61,431.46	\$ 64,642.13	\$ 67,852.82
1820 hrs	Jan. 1, 2023		\$ 45,546.94	\$ 47,904.97	\$ 50,200.91	\$ 52,651.99
Billing Clerk/Cashier	Jan. 1, 2024	3.25%	\$ 47,027.22	\$ 49,461.88	\$ 51,832.44	\$ 54,363.18
	Jan. 1, 2025	3.25%	\$ 48,555.60	\$ 51,069.39	\$ 53,516.99	\$ 56,129.98
	Jan. 1, 2026	3.25%	\$ 50,133.66	\$ 52,729.15	\$ 55,256.29	\$ 57,954.20
	Jan. 1, 2027	3.25%	\$ 51,763.00	\$ 54,442.85	\$ 57,052.12	\$ 59,837.71
1820 hrs	Jan. 1, 2023		\$ 48,547.16	\$ 51,048.53	\$ 53,509.99	\$ 56,149.00
Capital Assets Clerk	Jan. 1, 2024	3.25%	\$ 50,124.94	\$ 52,707.61	\$ 55,249.06	\$ 57,973.84
	Jan. 1, 2025	3.25%	\$ 51,754.00	\$ 54,420.61	\$ 57,044.65	\$ 59,857.99
	Jan. 1, 2026	3.25%	\$ 53,436.01	\$ 56,189.28	\$ 58,898.60	\$ 61,803.37
	Jan. 1, 2027	3.25%	\$ 55,172.68	\$ 58,015.43	\$ 60,812.80	\$ 63,811.98
1820 hrs.	Jan. 1, 2023		\$ 45,546.94	\$ 47,904.97	\$ 50,200.91	\$ 52,651
Accounts Payable Clerk/Administrative Accounting Clerk / Office Clerk	Jan. 1, 2024	3.25%	\$ 47,027.22	\$ 49,461.88	\$ 51,832.44	\$ 54,363.18
	Jan. 1, 2025	3.25%	\$ 48,555.60	\$ 51,069.39	\$ 53,516.99	\$ 56,129.98
	Jan. 1, 2026	3.25%	\$ 50,133.66	\$ 52,729.15	\$ 55,256.29	\$ 57,954.20
	Jan. 1, 2027	3.25%	\$ 51,763.00	\$ 54,442.85	\$ 57,052.12	\$ 59,837.71
1820 hrs	Jan. 1, 2023		\$ 40,964.54	\$ 43,036.27	\$ 45,108.05	\$ 47,226.94
Cashier	Jan. 1, 2024	3.25%	\$ 42,295.89	\$ 44,434.95	\$ 46,574.06	\$ 48,761.82
	Jan. 1, 2025	3.25%	\$ 43,670.51	\$ 45,879.09	\$ 48,087.72	\$ 50,346.58
	Jan. 1, 2026	3.25%	\$ 45,089.80	\$ 47,370.16	\$ 49,650.57	\$ 51,982.84
	Jan. 1, 2027	3.25%	\$ 46,555.22	\$ 48,909.69	\$ 51,264.21	\$ 53,672.28

**Annual Rates for Employees in the Treasury Department (River Road Location)**

<b>Position</b>	<b>Effective Date</b>		<b>TO START</b>	<b>AFTER 6 MONTHS</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>
2080 hrs	<b>Jan. 1, 2023</b>		<b>\$ 58,613.53</b>	<b>\$ 61,769.35</b>	<b>\$ 64,996.11</b>	<b>\$ 68,222.89</b>
Buyer/Timekeeper	<b>Jan. 1, 2024</b>	3.25%	\$ 60,518.47	\$ 63,776.85	\$ 67,108.48	\$ 70,440.13
	<b>Jan. 1, 2025</b>	3.25%	\$ 62,485.32	\$ 65,849.60	\$ 69,289.51	\$ 72,729.43
	<b>Jan. 1, 2026</b>	3.25%	\$ 64,516.09	\$ 67,989.71	\$ 71,541.42	\$ 75,093.14
	<b>Jan. 1, 2027</b>	3.25%	\$ 66,612.86	\$ 70,199.38	\$ 73,866.52	\$ 77,533.67
2080 hrs	<b>Jan. 1, 2023</b>		<b>\$ 47,270.44</b>	<b>\$ 49,291.39</b>	<b>\$ 51,291.76</b>	<b>\$ 53,318.09</b>
Stockkeeper	<b>Jan. 1, 2024</b>	3.25%	\$ 48,806.73	\$ 50,893.36	\$ 52,958.74	\$ 55,050.93
	<b>Jan. 1, 2025</b>	3.25%	\$ 50,392.95	\$ 52,547.39	\$ 54,679.90	\$ 56,840.09
	<b>Jan. 1, 2026</b>	3.25%	\$ 52,030.72	\$ 54,255.18	\$ 56,457.00	\$ 58,687.39
	<b>Jan. 1, 2027</b>	3.25%	\$ 53,721.72	\$ 56,018.47	\$ 58,291.85	\$ 60,594.73
2080 hrs	<b>Jan. 1, 2023</b>		<b>\$ 51,691.50</b>	<b>\$ 53,874.03</b>	<b>\$ 56,324.63</b>	<b>\$ 58,590.66</b>
Administrative Assistant	<b>Jan. 1, 2024</b>	3.25%	\$ 53,371.47	\$ 55,624.94	\$ 58,155.18	\$ 60,494.86
	<b>Jan. 1, 2025</b>	3.25%	\$ 55,106.04	\$ 57,432.75	\$ 60,045.22	\$ 62,460.94
	<b>Jan. 1, 2026</b>	3.25%	\$ 56,896.99	\$ 59,299.31	\$ 61,996.69	\$ 64,490.92
	<b>Jan. 1, 2027</b>	3.25%	\$ 58,746.14	\$ 61,226.54	\$ 64,011.58	\$ 66,586.87

:hf/cope491  
2023/12/22

