

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF SARNIA



AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3690**

CUPE / *Canadian Union
of Public Employees*

TERM: January 1, 2024 – December 31, 2026

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This Agreement made in duplicate as of this 18th day of February 2025.

between

The Corporation of the City of Sarnia
hereinafter referred to as "the Employer"

OF THE FIRST PART

and

The Canadian Union of Public Employees and Its Local 3690
hereinafter referred to as "the Union"

OF THE SECOND PART

It is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement. Therefore, this Agreement witnesseth that the parties agree with each other as follows:

ARTICLE 1 – GENERAL PURPOSE & UNDERSTANDING

1.01 General Purpose

The purpose of this Agreement is to set forth herein, the rates of pay, hours of work and other working conditions along with procedures for dealing with grievances and complaints, and to promote orderly and peaceful relations between the Employer and its employees.

1.02 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee or in the administration of any of the provision of this Collective Agreement by reason of any grounds prohibited under the *Ontario Human Rights Code*, nor by reason of the employee's membership or activity in the Union.

1.03 No Strikes/No Lockouts

The Employer agrees that there shall be no lockouts and the Union agrees that there shall be no strikes as long as this Agreement continues to operate. Strike and Lockout shall be as defined in the *Ontario Labour Relations Act*.

1.04 Definition of Working Day

Where the term 'working day' is used in relation to grievances, arbitrations and job postings, it shall mean Monday to Friday, not including statutory holidays.

1.05 Qualifications, Skills, & Ability Definitions

Qualifications – refers to the possession of necessary education, training and certification. Qualifications and assessments shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

Skill – refers to the competence in particular tasks.

Ability – relates to overall qualities of an employee with respect to the work to be done.

Where these definitions are used throughout the Collective Agreement, it is mutually agreed that given relative equality, seniority shall be the governing factor.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for all permanent, temporary, and probationary employees who occupy positions listed in Schedule A. When the Employer establishes a new classification, the parties shall meet and discuss the nature of the classification and whether it fits into the scope of the Collective Agreement or otherwise.

All employees, including probationary and temporary, shall become and remain members of the Union as a condition of employment.

2.02 Employee Categories

Employees shall be deemed to be in one of the following categories:

1. Permanent: an employee who has satisfactorily completed a probationary period of nine-hundred and ten (910) regular hours based on a thirty-five (35) hour/week position or one-thousand and forty (1040) regular hours based on a forty (40) hour/week position and who occupies a position listed in Schedule A.
2. New: an employee who has been appointed to a position in Schedule A, and shall remain in that category for a period not to exceed six (6) months.
3. Temporary: a temporary employee shall mean:
 - i) an employee hired for a specific purpose or project for a period not to exceed six (6) months, or
 - ii) an employee hired to replace a permanent employee who is absent from the workplace due to illness, injury or an approved leave of absence for a period not to exceed one (1) year. An employee hired to replace a permanent employee who is absent from the workplace due to pregnancy and/or parental leave shall not exceed eighteen (18) months. This may be

extended to two (2) years through mutual agreement. The agreement shall not be unreasonably denied.

The terms of this Agreement shall apply to temporary employees with the exception of Articles 2.07, 3.03, 3.04 (excluding 3.04 (b)), 3.07, 3.08, 5.02, 6, 7 (excluding 7.03), 8 (excluding 8.02), 11.01, 11.02, 12.04 last paragraph, 12.07, 12.08, 12.11, 13, 14, 15, 16.02, 16.03, 19 (excluding 19.06), 20, 21, 24.02, and Appendix A. Temporary employees shall be eligible for step increases outlined in Schedule A. Entitlement to vacations and statutory holidays shall be in accordance with the *Employment Standards Act*.

Notwithstanding any other provision of this Agreement, a new or temporary employee may be terminated for reasons less serious than a permanent employee, including but not limited to, performance deemed inadequate by the Employer or failure to get along with fellow employees, Supervisors, Managers or the public, unless it can be shown that such action was arbitrary, discriminatory or in bad faith.

Notwithstanding the other provisions of this Article, when a probationary period is interrupted by illness or injury or any other interruption of a probationary period exceeding two (2) weeks, the probationary period shall be extended by such period of absence beyond two (2) weeks.

2.03 Acquaint New Employees

The Employer shall advise new employees of the existence of the Union, and provide an electronic copy of the Collective Agreement. The Employer shall notify the Union, by email, within ten (10) days of all new employees hired.

The employer shall introduce new hires to the Union Executive or Union Steward. The Union shall be given the opportunity to meet with the employee, and attend the new hire orientation to provide information to acquaint them with the structure, benefits, and duties of Union membership.

2.04 Union Dues

The Employer shall deduct from the bi-weekly wages of each employee included in the Bargaining Unit, such Union dues as are levied upon the members in accordance with its Constitution and by-laws. The Employer agrees to remit such amounts at the end of each month to the Treasurer of the Union. The deductions shall be accompanied by a list, provided electronically, of the names of all employees from whose union dues and assessments were deducted, including union dues paid, monthly earnings, and employee status (permanent, probationary, part-time, temporary, student), and whether an employee is on a leave. The Union indemnifies the Employer from any and all claims which may be made against the Employer for amounts deducted from pay as herein provided.

2.05 Union Responsibilities

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees. It therefore agrees that it will cooperate with the Employer in

its efforts to assure a full day's work on the part of its members, ensure quality of products and services, help prevent accidents, and strengthen the goodwill between the Employer, the employee and the public.

2.06 Employee Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which is contrary to this Agreement without the involvement of the Union.

No agreement is binding on the Employer that is contrary to the Employer's Management Rights or the Collective Agreement without the signature of the General Manager, Corporate Services or designate.

2.07 Technological Change

Technological changes shall be discussed by the Labour/Management Committee at least sixty (60) days prior to the change being implemented.

2.08 Job Evaluation

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

2.09 Union Meetings & Office Space

The Employer shall permit the use of its premises as available for the purpose of Union meetings without cost to the Union. The Employer shall permit the use of its premises at 255 Christina Street North for the purposes of a Union office without cost to the Union. Should the Employer sell the current facility, the Employer shall permit the use of its premises, if available, for the purposes of a Union office at the new location.

2.10 Contact Information

The Employer shall provide to the Union the following lists in electronic format twice per year, and as requested:

1. Contact Information – this list shall include each employee's name, address, phone number, and personal email as included in the Human Resources Information System (HRIS).
2. Employment Information – this list shall include each employee's name, job title, seniority, and employment status.

2.11 Union Bulletin Board

The Employer shall provide a Union bulletin board in each worksite. In multi-floor buildings, a Union bulletin board shall be located on each floor. These boards shall be

located in areas that are highly visible to employees. The bulletin boards shall be used solely for postings by the Union.

ARTICLE 3 – UNION REPRESENTATION & UNION LEAVE

3.01 Union Representation

The Union shall be notified in advance, and shall attend meetings between an employee and the Employer, including but not limited to, accommodation, investigations, discipline, and discharge, or related to any matter where an employee requests the involvement of the Union. In cases where the employee requests to proceed without Union representation, the Employer agrees to obtain written confirmation in advance of the meeting and provide it to the Union once signed. The Employer shall provide the Union with all disciplinary correspondence, and related/relevant documents forthwith.

3.02 Accommodation & Return to Work

When dealing with an employee on accommodation or return to work issues including but not limited to functional ability matters, the Employer shall ensure that up to two (2) representatives of the Local are present.

3.03 Negotiating Committee

The Union shall have the right to appoint or otherwise select a Negotiating Committee of not more than four (4) employees for the purpose of negotiating a new Agreement. The Union shall notify the Employer of the members of its Negotiating Committee.

Employees representing the Union on the Negotiating Committee shall not suffer any loss of pay or benefits for all time involved in preparing for, and negotiating with the Employer up to and including Conciliation, and Mediation.

3.04 Union Business

- a) Where permission has been granted by their Manager or Supervisor, representatives from the Union may temporarily leave their employment without loss of pay to carry on negotiations with the Employer or to discuss a grievance with the Employer.
- b) With prior approval from the employee's Manager or Supervisor, reasonable time shall be granted for an employee to discuss a complaint with their Union, and for the Union to investigate the complaint. Such time shall not be unreasonably denied.
- c) Provided the employee notifies their supervisor in advance of the earliest possible opportunity, members of other joint committees formed by the Employer and the Union may temporarily leave their employment without loss of pay to attend scheduled meetings of the joint committee.

3.05 No time shall be lost by employees for preparing for, and attendance at mutually arranged meetings with the Employer during working hours.

3.06 Canadian Union of Public Employees Representative

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees and any other person or persons whom it may require in dealing or negotiating with the Employer.

3.07 Conventions & Conferences

- a) With the approval of their Manager or Supervisor and pending operational requirements, delegates to conventions, conferences, seminars, education, training, and on Union matters may be granted a leave of absence with pay and benefits and without loss of seniority.
- b) The Employer will bill back the Union for wages and benefits. The number of delegates shall be limited to four (4) per event and with no more than two (2) employees from the same working area subject to the exigencies of duty. The total number of working days for all delegates shall not exceed sixty (60) per calendar year. The Local President may request additional days not to exceed twenty (20) days per calendar year subject to the exigencies of duty.
- c) Whenever possible, the Union agrees to provide at least two (2) weeks (save and except in extenuating circumstances, one (1) week) advance notice for any leave of absence granted under this Article.

3.08 Union Officers

An employee may be allowed an unpaid leave of absence for up to two (2) years for appointments within the Canadian Union of Public Employees or other labour organizations. Such leaves shall not be unreasonably withheld.

ARTICLE 4 – EMPLOYER’S RIGHTS & RESPONSIBILITIES

4.01 Except to the extent provided herein, this agreement in no way restricts the authority of those charged with managerial responsibilities in the Corporation.

The Union acknowledges that it is the exclusive right of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, classify, transfer, promote or discipline employees;
- c) make rules and regulations governing the conduct of employees;
- d) generally to manage the operation of the Employer in accordance with its responsibilities;

The foregoing subsections, a to d inclusive are subject to the terms and provisions of this Agreement.

- 4.02** The Employer agrees that it shall not act in an arbitrary, discriminatory, unreasonable, and/or bad faith manner.

ARTICLE 5 – LABOUR MANAGEMENT RELATIONS

5.01 Notification of Union Officers

The Union agrees to notify the Employer in writing of the employees who hold the following positions with the Union: President, Vice President, Secretary, Treasurer, and Shop Stewards.

5.02 Labour Management Relations

- a) The Employer and the Union agree there shall be Committees for Pay Equity/Job Evaluation, Health and Safety, Labour Management and there may be others not mentioned above that will help the Employer and the Union make the Employer run efficiently. The parties agree to notify the other of their respective members of these committees.

b) **Labour Management Meetings**

The Employer and Union agree there shall be a joint committee whose purpose shall be to promote cooperation and dialogue among the Employer, its employees and the Union by providing an amicable and efficient method of sharing and discussing information of mutual concern and of settling differences that might arise between the parties.

The Committee has no authority to revise, delete, add to or otherwise modify the terms of the Collective Agreement or to settle grievances arising under the Collective Agreement.

The Committee shall be comprised of up to four (4) Union representatives, and up to four (4) Management representatives, unless otherwise agreed. The Committee shall be consistent with the joint Terms of Reference which shall be incorporated into the Collective Agreement as Appendix B.

5.03 Corporation Representative

The Employer shall have the right to have any person or persons it may require in attendance at any meeting or negotiation concerning this Agreement.

5.04 Correspondence

All formal correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the General Manager, Corporate Services or designate and the President, and Recording Secretary of the Union, unless appropriate to do otherwise.

5.05 Legislation

The Employer and the Union acknowledge that the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Ontario Labour Relations Act*, and the *Occupational Health and Safety Act* shall apply to all employees. Any greater right or benefit contained in these Acts shall prevail.

5.06 Harassment

The Employer and the Union endorses the right of every employee to work in an environment free from harassment.

ARTICLE 6 – SENIORITY

6.01 Definition

Seniority shall be defined as the length of continuous permanent service with the Employer and shall be used in determinations affecting vacation, promotions, transfers, demotions, layoffs and recalls. Service as a probationary employee immediately prior to designation as a permanent employee shall be included in the definition of continuous permanent service. For identical seniority dates the tie breaker shall be a lottery supervised by union and employer representative(s) and the employees with the identical seniority dates. Seniority shall be used as specified in the Collective Agreement.

Effective December 1, 1994, employees transferring into Local 3690 from other Bargaining Units with the Employer or non-bargaining unit employees shall have their unbroken service with the Employer recognized for the earning of vacations and the transfer of sick leave credits where applicable only. Seniority for all other purposes shall begin to accrue as of commencement of employment in a position included in Schedule A.

6.02 Seniority List

The Employer shall maintain a seniority list which shall include both permanent and part-time employees showing the date upon which an employee's service commenced and their seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year, and as requested by the Union.

6.03 Seniority During Absence

An employee shall continue to acquire seniority if the employee is absent from work for the following reasons and periods of time indicated below:

1. Illness for which the employee is in receipt of sickness and/or Long Term Disability benefits from the Employer subject to the loss of seniority provisions of the Collective Agreement;

2. Injury or illness for which benefits are payable under the *Workplace Safety and Insurance Act*;
3. Service in the Armed Forces during a time of war as declared by the Government of Canada;
4. Pregnancy and/or Parental Leave of Absence.

6.04 Loss of Seniority

An employee shall lose all seniority rights and be deemed to be terminated if the employee:

1. voluntarily quits the employ of the Employer in a formal written statement;
2. is discharged for just cause and the discharge is not reversed through the grievance and/or arbitration procedure;
3. fails to report for work within fifteen (15) working days, or other mutually agreeable time, from the date they are recalled to work after being notified by the Employer of recall by Priority Post or courier to their last known address following a layoff unless a satisfactory reason is given to the Employer;
4. is absent for three (3) consecutive working days without notifying the Employer, unless a reason satisfactory to the Employer is given. In such circumstance, if a satisfactory explanation is not provided, the Employer shall give written notice by Priority Post or courier to the employee and the Union that the employee's seniority and employment are terminated;
5. is absent due to layoff for more than eighteen (18) months;
6. fails to report to work upon termination of an authorized leave of absence except in extenuating circumstances, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
7. is absent for a period of twenty-four (24) months not attributed to a layoff. This Article excludes WSIB, LTD, and Union Leave.

Note: Point 7 shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

6.05 Outside the Bargaining Unit

An employee who leaves the Bargaining Unit but remains in the employ of the Employer shall retain their seniority accumulated up to the date of leaving the Bargaining Unit but shall not accumulate any further seniority. Once an employee is out of the Bargaining Unit for twelve (12) months or more, such retained seniority shall be lost.

ARTICLE 7 – LAYOFF & REHIRE PROCEDURE

7.01 Layoff Procedure

Whenever it becomes necessary to reduce the employee(s), employees shall be laid off in the reverse order of seniority, for the classification that is surplus, providing the senior employee possesses the qualifications, skill and ability to fill the remaining positions. The Union shall be notified, in writing, of any potential layoffs as soon as the Employer becomes aware of the potential of a layoff, and in advance of the notification to the employee(s). The Employer and the Union shall meet within five (5) working days of the notification. The Employer shall provide the rationale for the layoff, expected duration, and agrees to consider any other feasible alternatives. The Employer shall provide written notice of layoff to the employee(s) who are to be laid off, with a copy to the Union, sixty (60) calendar days prior to the effective date of the layoff. If the employee is laid off prior to the end of the notice period, the employee shall be paid for the remainder of the notice period based on their regular working hours. Employees on layoff shall be recalled, in order of seniority, prior to hiring any new employees including temporary employees. The Union may contact the General Manager or the Human Resources Department to gain information concerning layoffs. In the event that the Union, and/or an affected employee is not satisfied that the layoffs follow the seniority list, the Union or affected employee may file a grievance under the provisions of this Agreement.

7.02 Definition of a Layoff

A layoff shall be defined as a reduction in the number of employees in the workforce or where a full-time employee's hours of work are reduced below thirty-five (35) hours a week.

7.03 Probationary, Contract & Temporary Employees

Probationary, contract and temporary employees shall be laid off prior to any seniority employee being laid off, provided the senior employee possesses the minimum qualifications and ability.

7.04 Contracting Out

No permanent employee with four (4) years seniority or more shall be laid off from employment as a result of the Employer contracting out any of its present work or services.

7.05 Bumping Procedure

Where an employee is notified of a layoff, a representative of Human Resources and the Union shall meet with the employee to review available positions based on seniority, qualifications, skills, and ability. The Employer shall provide an up-to-date seniority list.

The employee shall have the right to implement their bumping rights within ten (10) working days of the notification of a layoff as follows:

1. A displaced employee may bump a less senior employee, providing they have the qualifications, skill and ability to perform the work of the less senior employee. On this basis, an employee may bump upwards, downwards or laterally.
2. An employee may bump within their own department or across the entire Bargaining Unit.
3. Bargaining Unit members shall be able to exercise their seniority and bumping rights, and return to other positions in the Bargaining Unit if their department or function is ever sold, privatized or transferred to the County.
4. If any employee bumps a person in a lower pay grade, their rate of pay would be "red circled" if they are above the maximum range for the new position. This provision shall apply only to bumps that are one (1) group below the employee's current group. A bump into a position that is two (2) or more groups below the employee's current group would result in the employee's rate of pay being reduced to the maximum range of the new position, if necessary.

Employees exercising their bumping rights shall supply to the Employer where possible, their top three (3) bumping choices in priority order after the meeting with Human Resources. The Employer shall notify the bumping employee of the results of the bumping request within five (5) working days exclusive of vacations and illness of the officials necessary to participate in the decision process.

Employees who are deemed not qualified for the position they are requesting to bump into shall be advised of the reasons for the denial, in writing, with a copy to the Union. In such circumstance, the employee shall have the opportunity to submit three (3) final bumping choices.

7.06 Recall Procedure

A laid off employee shall have the right to recall for up to eighteen (18) months after layoff.

Such recall shall be in order of seniority providing the employee possesses the qualifications, skill and ability.

Upon notification of recall by Priority Post or courier, the employee shall inform the Employer within five (5) working days of their intent to return to work and shall return to work within ten (10) working days, unless otherwise mutually agreed between the parties. Failure to do so without providing a satisfactory reason to the Employer will result in loss of seniority and termination of employment.

Employees who do not bump following a reduction in their hours of work which constitute a layoff shall be entitled to remain in their position if and when the previously reduced hours or part thereof have been restored.

ARTICLE 8 – VACANCIES & JOB POSTINGS

8.01 Notice of Vacancy

When the Employer decides to fill a vacancy in Schedule A or a new position is created in Schedule A, the position shall be posted within (20) working days. The vacancy shall be sent by email and posted on all bulletin boards where employees report to work, for a period of seven (7) working days. The job posting shall identify the general duties of the position, location of the position, salary, qualifications required to perform the job, if there will be an interview and/or testing process, number of vacancies, department and whether the position is part-time or full-time.

Any employee may apply for posted positions for which they possess the qualifications, skill and ability in accordance with the job description, by submitting a fully completed application form or résumé in accordance with the posting. A copy of the posting shall be sent to the Union.

8.02 Testing

Any testing shall be consistent with the relevant qualifications, skills, and ability of the job in question.

Applicants who have the necessary qualifications shall be given reasonable advanced written notice of the date and general subject matter of the test. Such notice shall be given at least three (3) working days in advance of the tests in all cases with the exception of typing tests.

Testing and the administration of testing, including marking, shall be:

- Consistent and unbiased;
- Designed to assist the Employer in determining whether the employee has the qualifications, skills, and ability for the posted position.

The Employer shall set a threshold for performance on a test, or a passing mark for the test, which passing mark shall be set at seventy percent (70%). However, the Employer shall not rely exclusively on a test result in determining whether an employee has the qualifications, skills, and ability for the posted position.

Employees who successfully pass a test, but are not appointed to the posted job, will not need to be retested for the same test for a period of six (6) months.

8.03 Selection of Candidates

The Employer shall endeavor within ten (10) days of the end of the posting but no later than within twenty (20) days of the end of the posting, to conduct interviews of employees from the Bargaining Unit amongst the applicants who possess the qualifications, skill and ability for the posted position as reflected in their application/résumé and enclosures. An extension of this time limit shall not be unreasonably withheld by the Union.

Any testing shall be consistent with the relevant qualifications, skill and ability of the job in question and in accordance with Article 8.02.

The successful candidate(s) shall be selected based on qualifications, skills, and ability. In the event that the skills, ability and qualifications of the applicants for the position are relatively equal, seniority shall be the governing factor in awarding of the position. Applicants shall be notified in writing of the outcome of their application, assessment, and/or testing prior to the Employer moving to the next step in the job selection process. Applicants may review the results of their assessment and/or test, if applicable, with Human Resources and the hiring Manager at a mutually agreeable time, within thirty (30) days of the notification. The Union shall be notified within five (5) working days of the name of the successful candidate.

If none of the internal applicants from the Bargaining Unit possess all of the qualifications, skill and ability the senior applicant who possesses a majority of the qualifications, skill and ability shall remain in their current position, and may if they choose, within a period of forty-five (45) days, be given an opportunity to demonstrate that they have acquired the necessary remaining qualifications, skill and ability to perform the job.

If an internal candidate from the Bargaining Unit cannot demonstrate the qualifications, skill and ability for the posted position, the Employer may appoint a candidate from outside the Bargaining Unit.

8.04 Successful Candidate

All internal employees appointed through this process shall serve a trial period of six hundred and seven (607) regular hours based on a thirty-five (35) hour/week position or six hundred and ninety-four (694) regular hours based on a forty (40) hour/week position in the new position. In the event the successful candidate proves unsatisfactory during this period or chooses to return to their former position, the employee shall be returned to their former position without loss of seniority and at the salary received in the former position. Any other employee promoted or transferred because of this rearrangement of positions shall also be returned to their former position at the salary they received for that position and without loss of seniority.

8.05 Redundant & Gapped Positions

The Employer agrees to notify the Union if a vacant position in Schedule A is declared redundant or is to be left vacant for a period in excess of ninety (90) days.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Grievance Committee

The Employer acknowledges the right of the Union to appoint a Grievance Committee of not more than three (3) members of the Bargaining Unit covered by this Agreement. The Union shall notify the Employer of the members of this committee.

No time shall be lost by employees for preparing for, and attendance at mutually arranged meetings with the Employer during working hours.

With prior approval from the employee's Manager or Supervisor, reasonable time may be granted for the employee to discuss a complaint with their Shop Steward and for the Shop Steward to investigate the complaint.

9.02 Grievance Procedures

- a) Within the terms of this Agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.
- b) It is the mutual desire of the parties that complaints of employees be investigated and resolved as quickly as possible. It is understood that an employee has no grievance until the employee has first given their non-union Supervisor an opportunity of adjusting their complaint.

- c) Policy Grievance

The Employer or the Union may present a policy grievance in respect to the interpretation, application, administration, or alleged violation of the Collective Agreement. The grievance shall be originated under Step 2 of this procedure within ten (10) working days after the circumstances giving rise to the grievance, or the Union becomes aware of the circumstances giving rise to the grievance.

- d) Informal Discussion

The parties recognize the value of informal discussion between employees and their Supervisors and between the Union and the Employer, in an attempt to resolve the concern or complaint without recourse to a formal grievance. To be considered an informal discussion for the purposes of this Article, both parties must be aware that the discussion is occurring in accordance with this Article. When notice is given that an employee or the Union, within the time limits prescribed in this Article, wish to take advantage of this Article, it is agreed that the grievance shall be placed in abeyance, pending the outcome of the informal discussion. Both parties are encouraged to take advantage of this Article at any time throughout the grievance process.

- e) The Grievance Steps

Unless the parties agree to by-pass Step 1, the following procedure shall apply:

Step 1

The grievance shall be presented in writing to the applicable Manager by the Union Representative within ten (10) working days of the date of the issue giving rise to the grievance. A meeting shall be held, within ten (10) working days of receipt of the grievance, between the Manager, the Union Representative, and the aggrieved employee(s), if desired. The

Manager shall provide a decision in writing to the Union with a copy to the aggrieved employee(s) within ten (10) working days of the meeting. Should no satisfactory settlement be reached, the grievance may be forwarded to the next step.

Step 2

Within ten (10) working days of the manager's decision at Step 1, the grievance may be submitted in writing to the General Manager or designate of the applicable division. A meeting shall be held within ten (10) working days of the receipt of the grievance between the General Manager of the applicable division or designate, the Union, and the aggrieved employee(s), if desired. The General Manager of the applicable division or designate shall provide a decision in writing to the Union with a copy to the aggrieved employee(s), and the National Representative within ten (10) working days of the meeting. Should no satisfactory settlement be reached, the grievance may be forwarded to the next step.

Step 3

Within ten (10) working days of receiving the decision at Step 2, the grievance may be submitted in writing to the Chief Administrative Officer (CAO). A meeting shall be held within ten (10) working days of the receipt of the grievance, between the CAO or designate, the Union, the National Representative, if desired, and the aggrieved employee(s), if desired. The CAO shall provide a decision in writing to the Union with a copy to the aggrieved employee(s), and the National Representative within fifteen (15) working days of the meeting.

Step 4

Failing settlement under the foregoing procedure, either party may refer the grievance to arbitration within twenty (20) working days after the decision in Step 3 is received.

9.03 Within ten (10) working days of any discipline, or discharge, grievances related to discipline shall commence at Step 2, and grievances related to termination shall commence at Step 3.

9.04 Time Limits

For the purpose of this Article, a working day is considered a full calendar day Monday to Friday excluding holidays, in accordance with Article 13. The time limits referred to in Article 9 and 10 may be extended by the mutual agreement of the parties.

9.05 Agreements Binding on Parties

All agreements reached under the grievance procedure between representatives of the Employer and representatives of the Union shall be final and binding on the Employer, Union and employees.

9.06 Employer Grievance

It is understood that the General Manager, Corporate Services and/or the CAO or designate, may at any time request a meeting with the Union and a National Representative of the Union to discuss any complaint with respect to the conduct of the Union, its officers or members in its relationships with the Employer and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it shall be treated as a Step 2 grievance and may be referred to arbitration for determination in the same way and to the same extent as the grievance of any employee.

ARTICLE 10 – ARBITRATION

10.01 Selection of Arbitrators

When either party decides that any difference as hereinbefore provided be submitted to arbitration, it shall make such request in writing, addressed to the other party to this Agreement. Such notification shall be made by email within twenty (20) full working days.

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.02 Jurisdiction of the Board

The Arbitrator shall not have jurisdiction to amend or add to any provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

10.03 Arbitrable Matters

No matter may be submitted to arbitration which has not been filed in accordance with and properly carried through all previous steps of the grievance procedure, unless otherwise agreed to by the parties.

10.04 Decisions Binding

The proceedings of the arbitration shall be expedited by the parties, and the decision of the Arbitrator shall be final and binding upon the parties.

10.05 Expenses

Each of the parties shall jointly bear the expenses of the Arbitrator. Each party shall bear their own expenses.

10.06 Grievance Mediation

The parties may mutually agree to use the services of a grievance mediator. It is agreed that discussions and offers of settlement at grievance mediation will not be utilized in the arbitration process.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

11.01 Just Cause

No employee in the Bargaining Unit shall be discharged or disciplined without just cause.

11.02 The following are considered serious offences and are subject to expedited progressive discipline which may include termination:

- a) misrepresentation of an absence;
- b) knowingly operating the Employer's vehicle(s) without a valid drivers licence.

11.03 Notice of Discharge

No employee shall be discharged or disciplined before an investigation is made, and until such employee has received written notice, with a copy to the Union, containing reasons for the action taken or to be taken. The written notice is to be presented at a meeting. The Union shall be notified and shall attend the meeting in accordance with Article 3.01.

11.04 Where an employee has not received a disciplinary notation (to include suspensions) for a period of eighteen (18) months, all disciplinary notations(s) shall be removed from the employee's file and shall not be used against the employee beyond that period.

ARTICLE 12 – HOURS OF WORK & OVERTIME

12.01 Hours of Work

Employees shall work either a thirty-five (35) hour or forty (40) hour work week as designated in Schedule A, over a five (5) day work week.

Except for employees required to work rotating shifts or irregular hours, the normal work week shall be Monday to Friday. Where necessary, the work week can be altered to include Saturday and/or Sunday if the employee is given a minimum of ten (10) calendar days' notice unless otherwise mutually agreed to by the parties. The employee would continue to receive two consecutive days off unless mutually agreed upon between the employee and their Manager or Designate.

12.02 Lunch & Rest Breaks

- a) Starting and ending times shall be as established by the Employer, allowing for a minimum of a half ($\frac{1}{2}$) hour unpaid lunch break. Transit inspectors shall be paid at their hourly rate for each lunch and/or dinner period they work.
- b) All employees shall be entitled to one fifteen (15) minute paid rest break, on site each in the morning and one fifteen (15) minute paid break in the afternoon.

- c) Part-time employees are entitled to the following lunch and rest breaks:
- Less than three (3) hours shall receive no break;
 - Shifts of three (3) hours or more shall receive one (1) fifteen (15) minute paid break;
 - Shifts of four (4) hours or more shall receive one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid lunch;
 - Shifts of five (5) hours or more shall receive the full entitlement in accordance with this Article.

12.03 Changes in Schedule

Notwithstanding the provisions of this Article, the Employer has the right to re-schedule the workday or work week of any employee or have the employee attend a work event outside of normal working hours.

For employees of the Water Pollution Control Centre and Environmental Services, ten (10) calendar days' notice shall be given for a shift change, unless in an emergency situation. For greater clarity an emergency shall include but is not limited to filling a shift due to sick leave, Workplace and Safety Insurance Board injury, bereavement or any vacation time off request where notice from the employee request is less than seven (7) calendar days. If an employee has commenced working a shift, the employee shall complete the shift unless other arrangements are mutually agreed upon.

For all other employees, with the exception of the mid-day shift at Transit, ten (10) calendar days' notice shall be given for a shift change or the requirement to attend a work event outside of regular working hours, unless otherwise mutually agreed to by the parties.

12.04 Overtime

Subject to Article 12.05, every employee is entitled to compensation for overtime worked on the following basis:

- i) All authorized overtime shall be paid for or accumulate at one and one-half (1 ½) times the employee's regular rate of pay.
- ii) Overtime worked on Sundays or for those on an irregular work week on their second consecutive day off or within eight (8) hours up to the start of their scheduled shift, shall be paid for or accumulate at twice (2x) the employee's rate of pay.

Overtime shall be offered equitably among employees who normally perform those duties within each department. Employees who are working beyond their scheduled shift shall be allowed to remain on the job to complete the job that created the overtime. Employees that are scheduled for overtime shall not be called out for overtime until they have completed their scheduled overtime. If an employee is mistakenly by-passed, they shall be offered the next overtime opportunity in their area for duties they normally perform.

12.05 Time off with Pay in Lieu of Overtime

The employee shall have the option of whether overtime worked will be paid for or banked in equivalent time off. If overtime is to be taken as equivalent time off, the time off shall be taken during the calendar year that it is earned. An employee may carry forward the equivalent of two (2) weeks of lieu time into the next calendar year. Pay for time off in lieu of overtime worked is subject to OMERS contributions.

12.06 Overtime Authorization

Overtime must be authorized by the Manager or designate prior to the time being worked.

12.07 Overtime Call-Outs

If a full-time employee is contacted during non-working hours and is asked to report to work, they shall receive a minimum of two (2) hours pay at the appropriate overtime rate for all time spent performing the work.

Time spent on a call-out shall be deemed to include the commencement of operating Employer equipment while designated on standby or from the time the employee reaches the Employer's premises, whichever occurs first, to leaving the Employer's premises or ceasing to operate Employer equipment, whichever is later at the end of the call-out.

If an employee is called out less than two (2) hours prior to the commencement of their scheduled shift, the employee shall be paid at the appropriate overtime rate of pay up to the start of their regular shift.

This Article does not apply to part-time or "job sharing" employees unless they have worked more than thirty-five (35) or forty (40) hours (whichever is applicable) during the work week.

12.08 Overtime – Meeting/Training

If the employee is directed to attend a meeting, event, trade show, legal proceeding or other work-related matter as a representative of the Employer, the employee shall be eligible for overtime if the event lasts longer than the normal working day or the employee travels to and/or from the event outside of their regular working hours. Travel time only applies to events that are held outside of the City of Sarnia.

If the employee is attending a training course, seminar, conference, workshop or other event where their participation is not mandatory, the employee shall not be eligible for overtime for travelling to and from the destination of the event or if the event lasts longer than the normal workday.

Any employees attending a training course, seminar, conference, workshop or other event, either mandatory or not, shall be entitled to travel expense allowance in accordance with the Employer's approval and policy.

12.09 Overtime – Meals

If employees are required to remain at work after normal working hours for a period of two (2) hours or more, the employee shall be provided with the value of a meal that shall not exceed eighteen dollars (\$18) (inclusive of taxes) which shall be provided by direct deposit on the employee's next pay period where possible. Employees are not eligible for an overtime meal if the overtime requirement is known in advance of the working day. A twelve-dollar (\$12.00) meal allowance shall be provided if reporting up to at least one and one-half (1½) hours prior to the start of a shift.

CUPE Local 3690 Supervisors who supervise employees in CUPE Local 153 and/or CUPE Local 2713 shall be covered in accordance with the overtime meal system of the employees they supervise, if such overtime meal system is greater.

12.10 Off-Duty Rest Time

The following employees required to miss regularly scheduled hours of work are eligible for up to four (4) hours leave with pay for off-duty rest:

- Commercial Operators who have reached the daily maximum hours for Commercial Vehicle Operators Registration (CVOR) under the *Highway Traffic Act*; or
- Employees reaching the daily maximum allowable hours of work under the *Employment Standards Act*.

Off-Duty Rest Leave is subject to the following conditions:

- At any time an employee becomes compliant, they are required to return to their regular shift, unless approved for another type of leave.
- Employees who choose to leave work before reaching the maximum allowable hours will not be entitled to leave with pay for off-duty rest.

Employees are not entitled to leave with pay for off-duty rest for any hours after becoming compliant.

Employees may be requested to defer two (2) hours in extenuating circumstances. Employees who are asked to defer two (2) hours under the *Highway Traffic Act* and refuse are not eligible for leave with pay for off-duty rest.

12.11 Earned Days Off

Earned Days Off (EDOs) shall be granted on the following basis:

1. Employees shall work an additional half hour each day which is banked at straight time as an earned day off. Employees are entitled to a day off with pay once every three (3) weeks;
2. The day off shall be Friday or Monday and shall be scheduled on an annual basis with Management's approval;

3. There shall be no accumulating of the earned day off;
4. No employee shall be allowed to switch their Friday or Monday with another employee for any reason;
5. If an employee is required to work on their day off, the applicable overtime rates shall apply unless the Manager or designate had previously arranged to reschedule it to another day. If it is rescheduled, the day must be taken prior to their next EDO – no exceptions;
6. If an employee is off for three (3) weeks or longer for any reason, or on an accommodation working less than full-time hours, the employee is not entitled to an EDO during that period.
7. Employees may elect, at their option, to book time off in one (1) week periods.
 - Employee's submissions for requested Earned Days Off for a duration not less than five (5) days shall be submitted in writing to Human Resources prior to December 1st each year.
 - Requests for utilization of Earned Days Off in one (1) week periods shall not be approved until after initial vacation requests are approved for the entire team, in accordance with Appendix A Vacation Policy.
 - Employees are required to book all vacation, with the exception of the allowable carry-over limit referenced in Appendix A, Vacation Policy, prior to utilizing EDO's in one (1) week periods.
 - For employees electing to book one (1) week periods, any remaining individual days from the seventeen (17) day entitlement may be booked upon mutual agreement.
8. Part-time employees shall not be eligible for EDOs.
9. Environmental Services Operators working a compressed twelve (12) hour shift schedule shall not be eligible for EDOs.

An employee whose employment is terminated or who is laid off shall be granted a pro-rated amount based on the period they have worked since the date on which the last EDO was taken.

Any deviation from the above must be approved by the General Manager, Corporate Services or designate in writing.

- 12.12** All overtime for Public Works Supervisors worked in January, February, and December shall be paid at a rate of double (2) time their regular rate of pay.

ARTICLE 13 – HOLIDAYS

13.01 Designation of Paid Holidays

The following holidays are recognized as time off with pay, for all employees provided they are on the active payroll:

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

The last half of the shift of the workday immediately preceding either Christmas Day or New Year's Day and as determined by the Employer, shall be recognized as a half (½) day holiday.

Where any of the noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, all employees shall be granted a day off with pay. Should it be necessary for the Employer to change a statutory holiday, the employees shall be notified of such changes and advised on what day the holiday will be observed, in writing, by February 28th of each year.

Should the Employer decide to move a statutory holiday that falls on a Saturday or Sunday to another day, those employees required to work seven (7) day rotations shall observe the holiday on the actual day the statutory holiday occurs according to the calendar, and are entitled to premium pay.

For Environmental Services employees, the holiday shall be deemed to run from 7:00 a.m. on the actual day of the holiday to 7:00 a.m. of the following day.

13.02 Premium Pay for Holidays

Employees who work on holidays listed above shall be paid double (2) time and in addition shall either:

- (a) be paid for the full day, at the employee's regular rate of pay, or
- (b) be entitled, at the employee's option, to a full day in lieu with pay at a time mutually agreed between the employee and the Employer.

For the purposes of this Article, the term "full day" shall mean the employee's regularly scheduled hours at the time of the holiday.

ARTICLE 14 – VACATIONS

14.01 Vacation Period

The vacation year shall be the calendar year. Vacations shall be taken as they accrue, subject to the approval of the Manager or designate, as to the dates. Any deviation from this policy is subject to the approval of the General Manager.

14.02 Length of Vacation

Vacations shall be granted on the following basis:

1. An employee shall be entitled to vacation prior to December 31st of the year hired, by pro-rating the number of days from their date of hire to December 31st. Employees who leave the employ of the Employer for any reason after less than one (1) year of service shall receive vacation pay at the rate of four percent (4%) of earnings;
2. After one (1) year of continuous employment, ten (10) working days per year;
3. After four (4) years of continuous employment, effective January 1, 2018, after three (3) years of continuous employment, fifteen (15) working days per year;
4. After eight (8) years of continuous employment, twenty (20) working days per year;
5. After fifteen (15) years of continuous employment, twenty-five (25) working days per year;
6. After twenty-three (23) years of continuous employment, thirty (30) working days per year.

Where an employee incurs any illness or injury while on vacation leave that requires treatment at a medical facility, the employee shall have the portion of leave that qualifies in accordance with Article 15 converted to sick leave upon request to their Manager or Supervisor. The period of displaced vacation shall be taken at a time mutually agreeable between the employee and their Manager or designate.

Effective January 1, 2025, the following Article shall replace the above Article.

14.02 Length of Vacation

Vacations shall be granted on the following basis:

1. An employee shall be entitled to vacation prior to December 31st of the year hired, by pro-rating the number of days from their date of hire to December 31st. Employees who leave the employ of the Employer for any reason after less than one (1) year of service shall receive vacation pay at the rate of four percent (4%) of earnings;

2. After one (1) year of employment, ten (10) working days per year;
3. After three (3) years of employment, fifteen (15) working days per year;
4. After eight (8) years of employment, twenty (20) working days per year;
5. After fifteen (15) years of employment, twenty-five (25) working days per year;
6. After twenty-three (23) years of employment, thirty (30) working days per year.

Where an employee incurs any illness or injury while on vacation leave that requires treatment at a medical facility, the employee shall have the portion of leave that qualifies in accordance with Article 15 converted to sick leave upon request to their Manager or Supervisor. The period of displaced vacation shall be taken at a time mutually agreeable between the employee and their Manager or designate.

14.03 Vacation Policy

Vacation policy shall be as set out in Appendix A.

14.04 Statutory Holiday During Vacation

If a statutory holiday falls during a vacation period, it shall be added to the beginning or end of the vacation period or taken at a time agreed on by the employee and the Manager or designate.

14.05 Termination or Death

An employee whose employment is terminated or who is laid off shall be granted a pro-rated amount of vacation pay based on the period that the employee has been in the active employ of the Employer since that date on which the employee became entitled to their immediately previous vacation, if any. If an employee dies, their estate shall be credited with the value of the vacation credits owed to them.

ARTICLE 15 – SICK LEAVE

15.01 Accumulation of Sick Leave

- a) Employees shall earn paid sick leave at the rate of one and one-half (1 ½) days to a maximum of one hundred and thirty (130) days for each calendar month.
- b) Employees with accumulated sick leave in excess of one hundred and thirty (130) days shall be credited yearly with eighteen (18) days of sick leave provided it is earned at the rate of one and one-half (1 ½) days per month but shall not accumulate from year to year unless the employee's accumulated sick leave falls below one hundred and thirty (130) days.

15.02 Granting of Sick Leave

- a) Sick leave with pay shall be granted subject to the following conditions:
 - i) The Employee should notify their Supervisor or designate as soon as possible, but not less than two (2) hours prior to their starting time of their inability to be present;
 - ii) The Employee has the necessary sick leave available; and
 - iii) When requested, the employee provides medical certification in accordance with Article 15.03.
- b) Sick leave payments shall be based upon the employee's regular rate of pay and the number of hours taken.

15.03 Medical Certificates

- a) When requesting sick leave, the Employer may require that a qualified medical practitioner completes the Employer's Worker's Ability Report. Such report may be required to be supplied to the Manager or designate when the absence due to illness exceeds three (3) consecutive days.
- b) Refusal to provide the requested information may result in no payment of sick leave until such time as the information is provided. Medical information shall be kept confidential between the Employer and the employee.
- c) The employee shall be reimbursed a reasonable and customary cost for any medical certificate that is requested by the Employer. In the event the employer requires additional information regarding the employee's functional abilities and/or requires an employee to undergo an independent medical examination or an independent functional abilities evaluation, the cost of these medicals shall be at the expense of the Employer. When the Employer requests that an employee undergo an Independent Medical Exam (IME), or Functional Abilities Evaluation, the Employer shall request that information obtained through such an examination be provided to the employee's treating medical practitioner. The Employer shall pay for any administrative fees. The Employer shall only be entitled to information regarding prognosis, restrictions, and abilities.
- d) If requested by the Manager or designate, prior to returning from sick leave when their absence due to illness exceeds three (3) consecutive days, it is the employee's responsibility to provide a completed Employer's Worker's Ability Report to the Employer as soon as possible after learning of their return to work date, but no later than thirty (30) minutes before the start of their first shift back to work.
- e) An employee returning from sick leave with restrictions shall provide as much notice as possible to the Employer, but no less than one (1) day notice if they are returning to work with restrictions to allow the Employer time to search for modified work.

15.04 Abuse of sick leave will be subject to discipline.

15.05 In the event of a prolonged illness an employee whose sick leave is exhausted may extend such leave by the amount of any credit which the employee may have accumulated for overtime or vacation.

15.06 The employer and the union promote an early and safe return to work from illness and or injury. Employees are required to provide to their Supervisor or Manager all updates on any changes to their limitations and restrictions to facilitate an early and safe return to work where applicable.

15.07 Long Term Disability

- i) The Employer shall provide employees with a Long Term Disability Plan providing the following:
 - a) After seventeen (17) consecutive weeks of illness or injury, employees may be eligible for benefits under the Long Term Disability Plan. After seventeen (17) consecutive weeks of illness or injury any employee may, at their option, exhaust any accumulated sick leave benefits which shall be a direct offset of LTD benefits prior to receiving Long Term Disability Benefits;
 - b) Employees shall receive seventy-five percent (75%) of their basic salary to a maximum of ten thousand dollars (\$10,000) per month. Employees shall automatically be covered to the non-evidence maximum of seven thousand five hundred dollars (\$7,500). Employees eligible to be covered beyond the non-evidence maximum shall have the option of applying for additional coverage by providing evidence of insurability satisfactory to the insurer for the additional coverage to a maximum of ten thousand dollars (\$10,000). If an employee is denied the evidence maximum of ten thousand dollars (\$10,000), they shall be entitled to the non-evidence maximum of seven thousand five hundred dollars (\$7,500);
 - c) The cost of this plan shall be borne by the Employer;
 - d) All benefits and conditions are subject to the terms of the policy.
- ii) In cases where an employee is absent for more than thirty (30) consecutive months receiving Long Term Disability and based on medical evidence there is no expectation that the employee will be fit to return in the foreseeable future, the Employer may terminate the employee for medical incapacity. In such cases, the employee shall continue to receive Long Term Disability in accordance with the plan. This Article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

15.08 Workplace Safety & Insurance Board Benefits Top-Up

Permanent employees shall receive full net pay while on full temporary total disability Workplace Safety & Insurance Board benefits, provided the employee has enough sick time to be charged one quarter (¼) of a day for each day on full temporary total disability benefits. If the employee runs out of sick leave, the employee shall only receive the amount of pay determined by the Workplace Safety and Insurance Board.

Employees may elect not to utilize their sick leave to top up full temporary total disability Workplace and Safety and Insurance Board benefits. Upon receipt of their signed written request, it shall be effective for the next full pay period. Once this choice has been made the employee is precluded from changing their election for the claim.

15.09 Compulsory Quarantine/Isolation

In the event that an employee is required to be quarantined (self-isolate) as a result of the Government, the Public Health Unit, the local Medical Officer of Health, or the employee's treating medical practitioner, the employee may utilize leave under this Article provided they have sufficient sick leave credits. Such leave shall not be subject to the Attendance Management program.

ARTICLE 16 – LEAVE WITH PAY

16.01 Bereavement Leave

Bereavement leave from regularly scheduled work shall be granted for the purpose of grieving, making funeral arrangements and attending the funeral or memorial service on the following basis:

- Five (5) working days: spouse, child, ward, foster child, parent, legal guardian, sibling, mother in-law, and father in-law;
- Four (4) working days: son in-law, daughter-in-law, and grandchild; and
- Two (2) working days: brother-in-law of the employee or spouse, sister-in-law of the employee or spouse, grandparents of the employee or spouse, aunt, uncle, niece, nephew, and other dependent relatives living with the employee, or when acting as a Pall Bearer at a funeral or memorial service.

When requested, bereavement leave may be taken in two (2) periods. The second period shall be taken no later than twelve (12) months from the date of death for the purpose of attending a bereavement event, unless otherwise mutually agreed. For the purpose of bereavement leave, same sex, common law, and step relations shall be recognized.

A request for extension of these time limits shall be considered by the General Manager, of the appropriate division in consultation with the employee's Manager.

An employee who has commenced their vacation and who is eligible for bereavement leave shall have their vacation extended by the number of days that they are eligible for in accordance with this Article.

16.02 Compassionate Leave

Employees shall be entitled to use a maximum of forty (40) sick leave hours per calendar year for the following reasons:

- In the case of a sudden or unexpected serious illness or injury of an employee's immediate family member (spouse, children) and where no immediate family member can provide for the needs of the family member;
- In the case of a sudden or unexpected serious illness or injury of an employee's parent(s) and where no immediate family member can provide for the needs of the parent(s);
- In the case of a catastrophic emergency such as a house fire, a significant natural disaster, or where an employee is displaced from their place of residence;
- Where an employee is involved in a traumatic event, or is the victim of a crime;
- Specialist appointment and/or treatment; and
- A maximum of one (1) day in a calendar year may be utilized for the birth of a child.

Sick leave utilized under this Article shall be drawn in hours from the employee's accrual under Article 15. Such time shall be excluded from the Attendance Management Program.

Special circumstances may be considered subject to the approval of the Chief Administrative Officer or the General Manager, of the appropriate division.

16.03 Jury Duty

Where an employee is called for jury duty, coroner's inquest or subpoenaed as a court witness other than in case of divorce, the employee shall treat the absence as paid leave but shall surrender all fees, except legitimate expenses such as meals and travel for attendance, to the Employer when received.

ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY

17.01 At an employee's request, the Employer may grant a leave of absence without pay for reasons not outlined in this Agreement.

17.02 Pregnancy & Parental Leaves

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the *Employment Standards Act*. Employees on pregnancy or parental leave shall continue to accumulate seniority and be entitled to the benefits described in Article 19.

17.03 Reservist Leave

An employee on reservist leave shall have their service and seniority accumulate while away on such leave. An employee's service and seniority shall accumulate for one (1) year after completion of their leave.

ARTICLE 18 – SUPPLEMENTARY EMPLOYMENT BENEFIT (SEB)

18.01 An employee entitled to Pregnancy Leave or Parental Leave under the above, and who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid an allowance in accordance with the Supplementary Employment Benefit (SEB) Plan as follows:

- a) During the waiting period, the Employer shall provide payments equivalent to seventy-five percent (75%) of the employee's regular weekly earnings.
- b) In the case of pregnancy leave, during the following fourteen (14) weeks or a shorter period if the employee returns to work, the Employer shall pay the employee at a rate equivalent to the difference between the Employment Insurance Maternity Leave Benefits the employee receives, and seventy-five percent (75%) of their regular rate of pay. In the case of parental leave, employees shall receive nine (9) weeks.
- c) Should an employee elect to receive extended Employment Insurance Parental Benefits, the employee may also elect to have the SEB, as described in Paragraph b), spread out over the same period of time.
- d) The total top up benefit paid by the Employer to an employee who chooses to receive Parental Leave Employment Insurance Benefits over an extended period shall not exceed the amount the employee would have received had the employee chosen to receive such benefits over a period of thirty-five (35) weeks.
- e) The combined weekly payments received from the plan and the weekly rate of Employment Insurance Benefits shall not exceed seventy-five percent (75%) of the employee's weekly earnings.
- f) Employees must provide proof of application and receipt of Employment Insurance Benefits in order to receive payment under the SEB plan. Proof shall be copies of EI benefits stubs.

ARTICLE 19 – EMPLOYEE BENEFITS

19.01 Exclusive of the provisions of Article 19.06, the Employer shall assume the payment of the premium costs of benefits for employees and eligible dependents provided under Article 19 after the completion of the probationary period.

All benefits provided in this Article are subject to the terms and conditions of the carrier and its master policy.

19.02 Extended Health Care

- a) The Employer agrees, upon completion of the probationary period, to contribute one hundred percent (100%) of the monthly premiums of the private hospital accommodation and Extended Health Benefits Plan (twenty-five dollars (\$25) single, fifty dollars (\$50) family annual deductible) for each employee, and their dependents (including overage students), who have completed the eligibility requirements as established in the respective plans while on the payroll and in the employ of the Employer.

The Extended Health Care shall be a voluntary generic drug plan. The prescription dispensing fee is capped at ten dollars (\$10.00). The Extended Health Care Plan shall provide deluxe travel, overage dependent student coverage, private hospital accommodation, an annual prostate examination, two-thousand two-hundred and fifty (\$2,250) bundle cap for Chiropractic, Physiotherapy, Massage, Acupuncturist, Podiatrist, Chiropodist, Osteopath, Dietitian, Naturopathic, and/or Homeopathic Services per person, per calendar year. Psychologist, Social Worker, Counsellor, Master of Social Work, Psychoanalyst, Psychotherapist, and/or Psychiatrist visits of seven-hundred dollars (\$700) (bundle) per person, per calendar year with no per visit maximum. Speech Therapist two-hundred dollars (\$200) per person, per calendar year. No referrals are necessary for any of the above.

b) Vision Plan

The Employer agrees, upon completion of the probationary period, to provide eligible employees, and their dependents, with a Vision Care Plan of five-hundred dollars (\$500) per family member every two (2) calendar years. Coverage shall also include glasses, and contact lenses. Employees, and their dependents, may use their Vision Care Plan amount of five-hundred dollars (\$500) towards a one-time laser eye surgery. In addition, employees, including their dependents, shall be entitled to an eye exam every two (2) calendar years with a cap of one hundred and thirty dollars (\$130). The Plan shall provide overage dependent student coverage. The Employer shall pay one hundred percent (100%) of the cost.

c) Dental Plan

The Employer agrees, upon completion of the probationary period, to provide eligible employees, and their dependents (including overage students), with a Dental Plan equivalent to Liberty Health #9 at the current O.D.A. fee guide rates. The Employer shall pay one hundred percent (100%) of the cost.

The above-noted plan shall provide for (9) month preventative check-ups for adults only and once per six (6) months for dependent children. The plan shall also provide overage dependent student coverage.

The Employer shall provide Major Restorative coverage involving fifty/fifty (50/50) co-insurance with a three thousand dollar (\$3,000.00) per calendar year maximum, per person. The Employer shall pay one hundred percent (100%) of the cost.

An Orthodontic rider shall be provided on a fifty/fifty (50/50) co-insurance basis. Orthodontic coverage is for dependent children only, with a lifetime maximum of three thousand five hundred dollars (\$3,500) for each dependent child. The Employer shall pay one hundred percent (100%) of the cost.

19.03 Group Life Insurance

The Employer agrees, upon completion of the probationary period, to pay on behalf of each participating employee, one hundred percent (100%) of the premium cost of the employee's participation in the Group Life Insurance Plan, in accordance with the terms and conditions set forth in the Master Policy between the Company and the Employer. The amount of coverage for each participating employee shall be approximately two and one-half (2½) times the employee's annual salary to the nearest five-hundred dollars (\$500.00). Dependent coverage shall be fifteen thousand dollars (\$15,000.00) each for spouse and per child.

An employee shall have the option to purchase additional life insurance at group rates in ten thousand dollar (\$10,000.00) increments up to an additional forty thousand dollars (\$40,000.00) subject to the terms and conditions of the Master Policy.

When an employee retires, they may elect to continue coverage by paying one hundred percent (100%) of the premiums at group rates to age 65 subject to the terms and conditions of the policy.

19.04 Employee Payment of Premiums

- a) An Employee who has been absent in excess of ninety (90) days on an extended leave of absence without pay, shall be required to pay one hundred percent (100%) of employee benefit costs including Semi-Private Hospital, Extended Health Care, Group Life, Dental and Vision Care. Employees on sick leave, Long Term Disability, WSIB, and statutory leaves in accordance with the *Employment Standards Act*, shall be excluded.
- b) The Employer agrees to continue payment of their share of premiums as outlined in Article 17 for a period of twelve (12) months after an employee has exhausted their sick leave, or thirty (30) months after an employee goes on Long Term Disability. The Employer agrees to maintain the benefits as outlined in Article 19 for employees who have been on Long Term Disability for greater than thirty consecutive (30) months provided that the employee reimburses the Employer for the cost of the premiums.

19.05 Retiree Benefits

Future retirees effective date of ratification shall have a Health Care Spending Account (HCSA) pro-rated in the first and last year of entitlement as follows:

- Four thousand dollars (\$4,000.00) per year per family (including common law and same sex); or
- Two thousand dollars (\$2,000.00) per year per retiree.

- One (1) year rollover of the unused balances.

Criteria for which the retired employee has to meet to be entitled to the Health Care Spending Account are as follows:

- Employees must qualify for an early or normal retirement as set out in the *OMERS Act*;
- Employees must have at least twenty-three (23) years of service;
- Retirees must remain a resident of Canada, and shall be subject to provincial tax legislation.
- Benefits to cease at age 70 or upon death of retiree, whichever occurs first.
- If the retiree becomes employed elsewhere where similar benefit coverage is provided, the coverage through the City of Sarnia benefits plan would cease. In the event that the benefit coverage through the other source is discontinued, the retiree would be eligible for re-enrollment in the City of Sarnia's plans provided the retiree continues to meet the eligibility criteria. Retirees shall be responsible for notifying Human Resources of a change in employment status where benefit coverage is provided.

19.06 Pension Plan

Every employee shall join the Ontario Municipal Employees Retirement System (OMERS) on being hired. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

ARTICLE 20 – SHIFT PREMIUMS, ACTING PAY & STANDBY PAY

20.01 Shift Premiums

An employee whose hours are scheduled between 5pm and 7am shall receive a shift premium of two dollars (\$2) per hour for the hours worked within this time period.

This Article does not apply to overtime call-outs.

20.02 Acting Pay

- a) When an employee is assigned by their Manager or designate the essential duties of a higher rated position, the employee shall be placed on the grid step in the salary band of the acting position which represents a minimum of five percent (5%) increase to the current salary.
- b) In the case of short term actings (less than four (4) weeks), Maintenance Technician and Operators appointed to the positions of Lead Maintenance Technician/Lead Operator shall receive acting pay for the hours worked based on the difference of the start hourly rates for each substantive and acting positions. These appointments shall be on a rotating basis.

- c) In the case of short term actings (less than four (4) weeks) persons assigned the duties of Superintendent/Overall Responsible Operator, shall be entitled to a daily rate of thirty (\$30) dollars.

20.03 Standby Pay

Supervisors, Lead Maintenance Technician, Lead Operator Maintenance Technician, Lead Technician of Environmental Services, and other positions as designated by the General Manager required to be on standby duty shall receive the sum of forty dollars (\$40.00) per day, and when required to be on standby duty for holidays in accordance with Article 13, fifty dollars (\$50.00) per day.

ARTICLE 21 – PART-TIME EMPLOYEES

21.01 Definition

A part-time employee is defined as an employee who occupies a position in Schedule A and works between fifty percent (50%) and eighty percent (80%) of the normal working hours for that position. An employee who works more than eighty percent (80%) of the regularly scheduled hours for a position shall be considered a full-time employee.

The terms and conditions of this Agreement shall apply to part-time employees except where different provisions are outlined in this Article.

21.02 Seniority

Seniority accumulated up to and including December 31, 1993, shall be based on calendar years of service.

Effective January 1, 1994, seniority will accumulate based on hours worked as a part-time employee, with one thousand seven hundred (1700) hours equalling one (1) year of seniority.

21.03 Vacations and Sick Leave

Part-time employees shall have vacation entitlement in accordance with the weekly equivalent to the provisions of Article 13.02 on a pro-rated basis. For example, if a part-time employee with fifteen (15) years continuous employment worked three (3) days per week, they would be entitled to four (4) weeks of three (3) days' vacation with pay.

Effective January 1, 2022, part-time employees shall receive vacation pay on each bi-weekly payroll deposit based on their length of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Entitlement</u>
One (1) year of service or less	Four percent (4%)
Three (3) years of service	Six percent (6%)
Eight (8) years of service	Eight percent (8%)
Fifteen (15) years of service	Ten percent (10%)
Twenty-three (23) years of service	Twelve percent (12%)

Sick leave accumulation shall be pro-rated based on the percentage of hours normally worked.

21.04 Employee Benefits

Part-time employees shall not be entitled to the employee benefits described in the following Articles:

- Long Term Disability Benefits
- Extended Health Care
- Group Life Insurance
- Dental Plan
- Vision Care

Instead, part-time employees shall receive eight percent (8%) of their salary (up to thirty-five (35) or forty (40) hours) in lieu of these benefits.

Part-time employees who have completed seven hundred (700) hours worked, may participate in the Extended Health Care (including vision) and Dental Benefit Plans by paying the full cost of said premiums. Part-time employees shall continue to receive their salary percentage in lieu of benefits. To participate in this option, part-time employees must work on an ongoing basis, a minimum of twenty (20) hours per week.

If a part-time employee chooses not to participate in the Extended Health Care Plan or opts out after enrolment and wishes to participate at a later date, they may only do so by providing medical evidence satisfactory to the current insurance provider and may be restricted by pre-existing conditions.

If a part-time employee chooses to participate in the Dental Plan they must remain in the Plan for a minimum of two (2) years. If a part-time employee opts out of the Plan they would not be eligible to rejoin for a period of two (2) years from the date they last opted out.

In all cases, should a part-time employee who has chosen to participate in the above Plan(s) not have sufficient earnings to cover the premiums, they will be removed from the Plan(s). Their coverage(s) will terminate and they shall not be allowed to rejoin the plan.

21.05 Paid Holidays

Part-time employees shall be compensated for each paid holiday based on the average number of hours worked per week. This compensation shall be in the form of holiday pay or equivalent time off at a later date at the discretion of their Manager or designate.

Effective January 1, 2022, part-time employees shall be compensated for each paid holiday based on the average number of hours worked per week in the preceding four (4) weeks. This compensation shall be in the form of holiday pay.

ARTICLE 22 – GENERAL PROVISIONS

22.01 Posting of Policies

Where policies change from time to time, the Employer agrees to post on the bulletin boards and intranet a copy of all policies affecting the overall working conditions of the Employer and send copies to the Secretary of the Union.

22.02 Inspection of Personnel File

Any employee, upon two (2) working days' notice, has the right to inspect their personnel file in the company of a Union Representative if so requested and a member of the Human Resources Department. Unless related to a disciplinary matter, such requests shall not exceed twice (2) per year.

22.03 Printing of the Agreement

The Employer shall provide electronic copies of the Collective Agreement to the Union and each member of the Bargaining Unit. Employees shall be allowed to print copies of the Collective Agreement at no cost.

22.04 Safety Shoes

Employees required to wear safety shoes (green patch) with the electric shock resistant rating (ohm patch) as a condition of employment as designated by the General Manager, shall receive a safety boot allowance of two hundred and fifty dollars (\$250) per year payable by direct deposit with the first pay in January each year. Transit Inspectors shall receive a slip resistant boot/shoe allowance of one hundred and seventy-five dollars (\$175) per year payable by direct deposit with the first pay in January each year. For new and temporary employees, this amount shall be pro-rated, and shall be by direct deposit on the employee's first pay at the commencement of their employment. This shall be pro-rated based on the employee receiving one twelfth (1/12) of the safety shoes allowance for each full calendar month the employee works in the calendar year they are hired.

22.05 Clothing Allowance

Employees occupying the positions listed below shall receive an annual clothing issue of two hundred and fifty dollars (\$250) plus applicable taxes to purchase appropriate work-related clothing. New hires shall have this amount pro-rated based on the employee receiving one twelfth (1/12) of the clothing allowance for each full calendar month the employee works in the calendar year they are hired. Payment for this allowance shall be by direct deposit with the first pay in January each year. Clothing purchased shall be worn at work by the employee:

Lead Custodian	Facility Services
Maintenance Technician	Facility Services
Supervisor	Community Services and Public Works
Procurement Specialist	Corporate Services Division
Development Engineering Technologist	Engineering
Construction Technologist	Engineering
Engineering Technologist	Engineering
Transportation Technologist	Engineering
Survey Technologist, Drainage Superintendent	Engineering
Maintenance Supervisor	Transit
Public Works Compliance Coordinator	Public Works
Fleet Trainer	Public Works
Compliance Inspector	Environmental Service

Additional employees eligible for the clothing issue shall be determined by the General Manager, of the appropriate division, and the Union shall be advised of any additional employees entitled to the clothing issue.

Where the Employer decides that uniforms are to be worn for public relations or safety purposes, such uniforms shall be provided by the Employer.

In January of each year each employee shall receive payment by direct deposit to cover the foregoing and the value of the boot allowance in Article 22.

22.06 Drivers Licence Reimbursement

The Employer shall reimburse employees for the renewal fee only of the appropriate driver's licence for those employees who require a specialized licence for the performance of their job. Employees shall submit their paid receipt for reimbursement.

Employees shall immediately report to the Employer, the loss of their driver's licence if it is a requirement of their job or if they may use one of the Employer's vehicles for their job.

22.07 Medical Report Reimbursement

The Employer shall reimburse employees the cost associated with an employee obtaining a medical report for the purpose of maintaining a class D or DZ licence up to one hundred and fifty dollars (\$150).

22.08 Kilometre Allowance

As a general rule, those persons designated by the Employer who are required to use their personal car for Employer business shall receive sixty-five cents (65¢) per kilometre.

22.09 Parking

Employees shall be provided with a free parking space at their work location or other designated location.

22.10 Mergers, Amalgamations, Restructuring, Technological Changes

The Employer shall notify the Union, in writing, as soon as the Employer becomes aware of the potential of any restructuring, technological change, merger, amalgamation, combining any of its operations or functions with another Municipality or organization, or any other initiative that would impact the work of the bargaining unit, and/or job security of bargaining unit members.

The notice shall include the following:

- the nature of the proposed initiative;
- the potential date on which the Employer proposes to implement the initiative;
- the number, type, job title, and location of employees likely to be affected by the initiative; and
- the anticipated effects on employees' working conditions and terms of employment.

Within ten (10) working days of the notification, the parties shall meet to discuss potential impacts on the employees of the Bargaining Unit including but not limited to known pertinent staffing implications, including the elimination of a classification(s) currently in the bargaining unit. The Employer shall fully disclose any and all plans for the initiative. The Employer shall not unreasonably deny any request by the Union for additional relevant documentation.

Thereafter, the Employer shall provide, as soon as reasonably practical, written notification to the affected Employees with a copy to the Union.

The Employer agrees that in the event the Employer merges, amalgamates, or combines any of its operations or functions with any other Municipality or organization, that it shall use its best efforts to obtain an agreement that shall preserve the following rights of its employees:

- i. Credit for all accumulated seniority rights to be carried into employment with a new Employer;
- ii. Full service credits with respect to vacations with pay and all other negotiated benefits;

- iii. That the work and services performed by members of the Canadian Union of Public Employees Local 3690 shall continue to be performed by such members in the employ of the new Employer;
- iv. That Employees shall receive the better of their conditions of employment and wage rates under this Agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
- v. That no Employee shall suffer loss of employment as a result of such merger, amalgamation, or combination of any of its operations or functions with any other Municipality or organization; and
- vi. That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

ARTICLE 23 – VIOLENCE & HARASSMENT

- 23.01** The Employer and the Union are committed to working together in a constructive manner to help create and maintain a work environment in which all workers are treated with respect and dignity which is free from violence, and harassment, including sexual harassment, as defined in the *Occupational Health & Safety Act*.
- 23.02** The Employer shall, at all times, maintain a policy with respect to Workplace Violence Prevention and Workplace Harassment Prevention in consultation and cooperation with the Joint Health and Safety Committee (JHSC), and the Union, which shall be in compliance with the *Occupational Health and Safety Act*.
- 23.03** The Employer agrees to take all necessary actions to prevent violence and harassment in the workplace, which shall include but is not limited to, training sessions for all employees and management.
- 23.04** The Employer shall investigate and deal with all complaints or incidents of workplace violence, and/or harassment when the Employer becomes aware of the complaint or incident. The Employer shall investigate in a fair, respectful, and timely manner. Interim measures appropriate in the circumstance shall be taken while the complaint or incident is being investigated.
- 23.05** Information provided about an incident or about a complaint shall not be disclosed except:
- to the Joint Health Safety Committee (JHSC);
 - to the Union;
 - to investigate the complaint or incident;
 - to take corrective action;
 - as necessary to protect workers;
 - as otherwise required by law.

- 23.06** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance shall automatically be sent forward to the next step. No information relating to the grievor's personal background, lifestyle, or mode of dress shall be admissible during the grievance, or arbitration process regarding claims of sexual harassment.
- 23.07** If the complainant, respondent, and/or the witness is a bargaining unit member, they shall have Union representation during any investigation meeting in accordance with Article 3.01. Such meeting shall be held during regular working hours.

ARTICLE 24 – SALARIES

24.01 Payment of Salaries

The salary schedule applicable to employees is part of this Agreement and is referred to as Schedule A. No employee shall be hired initially nor shall any employee temporarily laid off be rehired at a rate which is lower than the one established for the position by the salary schedule attached hereto.

24.02 Pay Day

Pay days shall be every second Friday for the full regular amount as due up to and including the day of payment. If pay day falls on a holiday, payment shall be made on the preceding workday. Payment shall be made by direct deposit.

ARTICLE 25 – TERM OF AGREEMENT


25.01 Duration


This Agreement shall be in force and effect from January 1, 2024 to and including December 31, 2026.


At any time within ninety (90) days prior to the termination date, either party may give notice in writing to the other party that it desires to terminate or amend the Agreement.

Signed electronically by the Parties on this 18th day of February, 2025:

FOR THE UNION


Mike Jackson (Feb 14, 2025 12:15 EST)



Gerald Hawley (Feb 14, 2025 11:37 EST)



Sheila Grieve (Feb 18, 2025 20:47 EST)




FOR THE EMPLOYER




Adam MacDonald (Feb 14, 2025 13:22 EST)


Tammy Broer (Feb 14, 2025 12:11 EST)


Bailey Jackson (Feb 18, 2025 08:36 EST)



SCHEDULE A – January 1, 2024

Salary Effective January 1, 2024		Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs./
		65% Job Rate	70% Job Rate	75% Job Rate	80% Job Rate	85% Job Rate	90% Job Rate	95% Job Rate	Job Rate	Wk
A		Hrly. 17.77	19.14	20.51	21.87	23.24	24.61	25.97	27.34	
		Ann. 32,341.40	34,834.80	37,328.20	39,803.40	42,296.80	44,790.20	47,265.40	49,758.80	35
		Ann. 36,961.60	39,811.20	42,660.80	45,489.60	48,339.20	51,188.80	54,017.60	56,867.20	40
B	Compost Site Attendant - 8B1	Hrly. 19.40	20.89	22.38	23.87	25.36	26.86	28.35	29.84	
		Ann. 35,308.00	38,019.80	40,731.60	43,443.40	46,155.20	48,885.20	51,597.00	54,308.80	35
		Ann. 40,352.00	43,451.20	46,550.40	49,649.60	52,748.80	55,868.80	58,968.00	62,067.20	40
C		Hrly. 21.01	22.63	24.25	25.86	27.48	29.10	30.71	32.33	
		Ann. 38,238.20	41,186.60	44,135.00	47,065.20	50,013.60	52,962.00	55,892.20	58,840.60	35
		Ann. 43,700.80	47,070.40	50,440.00	53,788.80	57,158.40	60,528.00	63,876.80	67,246.40	40
D	Assistant Operator - 8D1	Hrly. 22.63	24.37	26.12	27.86	29.60	31.34	33.08	34.82	
	*Lead Custodian - 8D6	Ann. 41,186.60	44,353.40	47,538.40	50,705.20	53,872.00	57,038.80	60,205.60	63,372.40	35
	*Pay Clerk Parks & Recreation - 8D5	Ann. 47,070.40	50,689.60	54,329.60	57,948.80	61,568.00	65,187.20	68,806.40	72,425.60	40
	*Scheduling/Graphics Design Clerk PR - 8D2									
E	Accounts Payable Clerk - 8E36	Hrly. 24.27	26.14	28.01	29.87	31.74	33.61	35.47	37.34	
	Administrative Assistant, Community Services - 8E44	Ann. 44,171.40	47,574.80	50,978.20	54,363.40	57,766.80	61,170.20	64,555.40	67,958.80	35
	Administrative Assistant, Finance - 8E6	Ann. 50,481.60	54,371.20	58,260.80	62,129.60	66,019.20	69,908.80	73,777.60	77,667.20	40
	Administrative Assistant, Fire - 8E46									
	Customer Service Clerk - 8E29									
	Customer Service Representative - 8E32									
	Licensing Clerk - 8E12									

	Maintenance Clerk - 8E47										
	<i>*Administrative Assistant, Building</i>										
	<i>*Building Code Technician - 8E37</i>										
	<i>*By-law Coordinator - 8E38</i>										
	<i>*Engineering Clerk - 8E2</i>										
	<i>*Records and Property Clerk - 8E42</i>										
	<i>*Records Coordinator - 8E43</i>										
	<i>*Secretary/Accounts Clerk, Strangway - 8E7</i>										
	<i>*Works Clerk - 8E18</i>										
F	Accounting Specialist - 8F24	Hrly.	25.88	27.87	29.86	31.85	33.84	35.83	37.82	39.81	
	Accounting Specialist, Capital - 8F29	Ann.	47,101.60	50,723.40	54,345.20	57,967.00	61,588.80	65,210.60	68,832.40	72,454.20	35
	Accounts Clerk, Transit - 8F30	Ann.	53,830.40	57,969.60	62,108.80	66,248.00	70,387.20	74,526.40	78,665.60	82,804.80	40
	Clerk, Environmental Services - 8F32										
	Clerk/Dispatcher, Transit - 8F4										
	Knowledge Base Clerk - 8F33										
	Maintenance Technician, Facilities - 8F31										
	Payroll/Accounting Specialist - 8F14										
	Printer - 8F17										
	<i>*Administrative Assistant Planning</i>										
	<i>*Administrative Assistant, Engineering - 8F19</i>										
	<i>*Administrative/Scheduling Clerk, Transit - 8F25</i>										
	<i>*Safety and Training Technologist</i>										
G	Activities Programmer - 8G33	Hrly.	27.51	29.63	31.75	33.86	35.98	38.10	40.21	42.33	
	Junior Financial Analyst - 8G32	Ann.	50,068.20	53,926.60	57,785.00	61,625.20	65,483.60	69,342.00	73,182.20	77,040.60	35
	Operator, Environmental Services - 8G30	Ann.	57,220.80	61,630.40	66,040.00	70,428.80	74,838.40	79,248.00	83,636.80	88,046.40	40
	Overnight Parking Enforcement Officer - 8G27										
	Procurement Specialist - 8G29										

	Property Tax Payment Specialist - 8G25										
	<i>*Administrative Assistant, By-law - 8G24</i>										
	<i>*Internal Control Coordinator</i>										
	<i>*Payroll Administrator - 8G8</i>										
	<i>*Storeskeeper - 8G10</i>										
H											
	Building Official, Level 1 - 8H11	Hrly.	29.13	31.37	33.62	35.86	38.10	40.34	42.58	44.82	
	CMMS Technologist - 8H33	Ann.	53,016.60	57,093.40	61,188.40	65,265.20	69,342.00	73,418.80	77,495.60	81,572.40	35
	Fleet Trainer - 8H35	Ann.	60,590.40	65,249.60	69,929.60	74,588.80	79,248.00	83,907.20	88,566.40	93,225.60	40
	Planning Technician - 8H31										
	Property Tax Administrator - 8H24										
	Transit Inspector - 8H25										
	<i>*Communications Coordinator - 8H28</i>										
	<i>*Environmental Technician - 8H23</i>										
	<i>*Environmental Compliance Coordinator - 8H29</i>										
	<i>*Maintenance Mechanic, WPC - 8H2</i>										
	<i>*Payroll Analyst - 8H26</i>										
	<i>*Safety and Training Officer - 8H14</i>										
	<i>*Water & Wastewater Compliance Inspector - 8H20</i>										
I											
	Accounting Analyst - 8I30	Hrly.	30.79	33.16	35.53	37.90	40.26	42.63	45.00	47.37	
	Building Official, Level 2 -8I43	Ann.	56,037.80	60,351.20	64,664.60	68,978.00	73,273.20	77,586.60	81,900.00	86,213.40	35
	By-Law Enforcement Officer, Level 1 - 8I45	Ann.	64,043.20	68,972.80	73,902.40	78,832.00	83,740.80	88,670.40	93,600.00	98,529.60	40
	Compliance Inspector - 8I44										
	Construction Technologist - 8I4										
	Engineering Technologist - 8I40										
	Mechanic, Environmental Services - 8I34										
	Geospatial Solutions Analyst - 8I47										
	GIS Analyst - 8I46										
	IT Client Services Analyst - 8I32										

	IT Software Analyst - 8I33										
	Planner 1 - 8I10										
	Recreation Coordinator – 8I39										
	Senior Procurement Specialist - 8I38										
	<i>*Electrician</i>										
	<i>*Asset Coordinator</i>										
	<i>*Survey Technologist & Drainage Supt - 8I42</i>										
	<i>*Water & Wastewater Compliance Inspector - 8I36</i>										
	<i>*Refrigeration Mechanic - 8I37</i>										
	<i>*Maintenance Mechanic, WPCC - 8I27</i>										
J	Accounting Analyst, Capital - 8J21	Hrly.	32.40	34.89	37.38	39.87	42.36	44.86	47.35	49.84	
	Asset Management Specialist - 8J38	Ann.	58,968.00	63,499.80	68,031.60	72,563.40	77,095.20	81,645.20	86,177.00	90,708.80	35
	By-Law Enforcement Officer, Level 2 - 8J23	Ann.	67,392.00	72,571.20	77,750.40	82,929.60	88,108.80	93,308.80	98,488.00	103,667.20	40
	Economic Development Officer - 8J16										
	IT Infrastructure Analyst - 8J18										
	Lead Mechanic, Environmental Services - 8J17										
	Public Works Compliance Coordinator - 8J37										
	Transportation Technologist - 8J8										
	<i>*Building Inspector/Deputy CBO - 8J22</i>										
	<i>*Waste Management Coordinator - 8J19</i>										
	<i>*Lead Operator, WPCC - 8J7</i>										
	<i>*Lead Mechanic, WPCC</i>										
	<i>*Survey Technologist & Drainage Supt - 8J20</i>										
K	Development Engineering Technologist - 8K9	Hrly.	34.00	36.61	39.23	41.84	44.46	47.07	49.69	52.30	
	Development Engineering Technologist/Drainage Superintendent - 8K20	Ann.	61,880.00	66,630.20	71,398.60	76,148.80	80,917.20	85,667.40	90,435.80	95,186.00	35
	Lead By-Law Enforcement Officer - 8K29	Ann.	70,720.00	76,148.80	81,598.40	87,027.20	92,476.80	97,905.60	103,355.20	108,784.00	40
	Municipal Engineering Specialist - 8K15										
	Senior Building Official/Deputy CBO - 8K28										

	Supervisor, Facilities - 8K27										
	Supervisor, Forestry & Horticulture Operations - 8K25										
	Supervisor, Park Operations - 8K26										
	Supervisor, Public Works - 8K23										
	Supervisor, Recreation Operations - 8K24										
	Supervisor, Sports Field Operations - 8K30										
	*Supervisor, Arena Pools & Sportsfields - 8K8										
	*Supervisor, Horticulture & Arboriculture - 8K18										
	*Supervisor, Parks - 8K21										
L	Financial Analyst - 8L5	Hrly.	35.65	38.40	41.14	43.88	46.62	49.37	52.11	54.85	
	Maintenance Supervisor, Transit - 8L2	Ann.	64,883.00	69,888.00	74,874.80	79,861.60	84,848.40	89,853.40	94,840.20	99,827.00	35
	Planner II - 8L3	Ann.	74,152.00	79,872.00	85,571.20	91,270.40	96,969.60	102,689.60	108,388.80	114,088.00	40
	Tax Analyst - 8L4										
M		Hrly.	37.26	40.12	42.99	45.86	48.72	51.59	54.45	57.32	
		Ann.	67,813.20	73,018.40	78,241.80	83,465.20	88,670.40	93,893.80	99,099.00	104,322.40	35
		Ann.	77,500.80	83,449.60	89,419.20	95,388.80	101,337.60	107,307.20	113,256.00	119,225.60	40

* Inactive position – the position shall be reevaluated through JE prior to re-activation.

- The Employer shall grandparent employees with their current qualifications into the collapsed/revised job classification (i.e.: Engineering Technologist/Construction Technologist which shall become Engineering Technologist).
- Current incumbents in the Construction/Engineering Technologist classification shall not be required to obtain the requisite training for the Construction/Engineering Technologist classification. Post ratification all new employees in the Construction/Engineering Technologist classification shall be required to be in possession of the requisite requirements prior to being awarded the role.

SCHEDULE A – January 1, 2025

Salary Effective January 1, 2025		Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs./
		65% Job Rate	70% Job Rate	75% Job Rate	80% Job Rate	85% Job Rate	90% Job Rate	95% Job Rate	Job Rate	Wk
A		Hrly. 18.34	19.75	21.16	22.57	23.98	25.39	26.80	28.21	
		Ann. 33,378.80	35,945.00	38,511.20	41,077.40	43,643.60	46,209.80	48,776.00	51,342.20	35
		Ann. 38,147.20	41,080.00	44,012.80	46,945.60	49,878.40	52,811.20	55,744.00	58,676.80	40
B	Compost Site Attendant - 8B1	Hrly. 20.01	21.55	23.09	24.63	26.17	27.71	29.25	30.79	
		Ann. 36,418.20	39,221.00	42,023.80	44,826.60	47,629.40	50,432.20	53,235.00	56,037.80	35
		Ann. 41,620.80	44,824.00	48,027.20	51,230.40	54,433.60	57,636.80	60,840.00	64,043.20	40
C		Hrly. 21.68	23.35	25.02	26.69	28.36	30.02	31.69	33.36	
		Ann. 39,457.60	42,497.00	45,536.40	48,575.80	51,615.20	54,636.40	57,675.80	60,715.20	35
		Ann. 45,094.40	48,568.00	52,041.60	55,515.20	58,988.80	62,441.60	65,915.20	69,388.80	40
D	Assistant Operator - 8D1	Hrly. 23.35	25.15	26.95	28.74	30.54	32.34	34.13	35.93	
	*Lead Custodian - 8D6	Ann. 42,497.00	45,773.00	49,049.00	52,306.80	55,582.80	58,858.80	62,116.60	65,392.60	35
	*Pay Clerk Parks & Recreation - 8D5	Ann. 48,568.00	52,312.00	56,056.00	59,779.20	63,523.20	67,267.20	70,990.40	74,734.40	40
	*Scheduling/Graphics Design Clerk PR - 8D2									
E	Accounts Payable Clerk - 8E36	Hrly. 25.04	26.97	28.90	30.82	32.75	34.68	36.60	38.53	
	Administrative Assistant, Community Services - 8E44	Ann. 45,572.80	49,085.40	52,598.00	56,092.40	59,605.00	63,117.60	66,612.00	70,124.60	35
	Administrative Assistant, Finance - 8E6	Ann. 52,083.20	56,097.60	60,112.00	64,105.60	68,120.00	72,134.40	76,128.00	80,142.40	40
	Administrative Assistant, Fire - 8E46									
	Customer Service Clerk - 8E29									
	Customer Service Representative - 8E32									
	Licensing Clerk - 8E12									

	Maintenance Clerk - 8E47										
	<i>*Administrative Assistant, Building</i>										
	<i>*Building Code Technician - 8E37</i>										
	<i>*By-law Coordinator - 8E38</i>										
	<i>*Engineering Clerk - 8E2</i>										
	<i>*Records and Property Clerk - 8E42</i>										
	<i>*Records Coordinator - 8E43</i>										
	<i>*Secretary/Accounts Clerk, Strangway - 8E7</i>										
	<i>*Works Clerk - 8E18</i>										
F	Accounting Specialist - 8F24	Hrly.	26.70	28.76	30.81	32.86	34.92	36.97	39.03	41.08	
	Accounting Specialist, Capital - 8F29	Ann.	48,594.00	52,343.20	56,074.20	59,805.20	63,554.40	67,285.40	71,034.60	74,765.60	35
	Accounts Clerk, Transit - 8F30	Ann.	55,536.00	59,820.80	64,084.80	68,348.80	72,633.60	76,897.60	81,182.40	85,446.40	40
	Clerk, Environmental Services - 8F32										
	Clerk/Dispatcher, Transit - 8F4										
	Knowledge Base Clerk - 8F33										
	Maintenance Technician, Facilities - 8F31										
	Payroll/Accounting Specialist - 8F14										
	Printer - 8F17										
	<i>*Administrative Assistant Planning</i>										
	<i>*Administrative Assistant, Engineering - 8F19</i>										
	<i>*Administrative/Scheduling Clerk, Transit - 8F25</i>										
	<i>*Safety and Training Technologist</i>										
G	Activities Programmer - 8G33	Hrly.	28.39	30.58	32.76	34.94	37.13	39.31	41.50	43.68	
	Junior Financial Analyst - 8G32	Ann.	51,669.80	55,655.60	59,623.20	63,590.80	67,576.60	71,544.20	75,530.00	79,497.60	35
	Operator, Environmental Services - 8G30	Ann.	59,051.20	63,606.40	68,140.80	72,675.20	77,230.40	81,764.80	86,320.00	90,854.40	40
	Overnight Parking Enforcement Officer - 8G27										
	Procurement Specialist - 8G29										

	Property Tax Payment Specialist - 8G25										
	<i>*Administrative Assistant, By-law - 8G24</i>										
	<i>*Internal Control Coordinator</i>										
	<i>*Payroll Administrator - 8G8</i>										
	<i>*Storeskeeper - 8G10</i>										
H											
	Building Official, Level 1 - 8H11	Hrly.	30.06	32.38	34.69	37.00	39.31	41.63	43.94	46.25	
	CMMS Technologist - 8H33	Ann.	54,709.20	58,931.60	63,135.80	67,340.00	71,544.20	75,766.60	79,970.80	84,175.00	35
	Fleet Trainer - 8H35	Ann.	62,524.80	67,350.40	72,155.20	76,960.00	81,764.80	86,590.40	91,395.20	96,200.00	40
	Planning Technician - 8H31										
	Property Tax Administrator - 8H24										
	Transit Inspector - 8H25										
	<i>*Communications Coordinator - 8H28</i>										
	<i>*Environmental Technician - 8H23</i>										
	<i>*Environmental Compliance Coordinator - 8H29</i>										
	<i>*Maintenance Mechanic, WPC - 8H2</i>										
	<i>*Payroll Analyst - 8H26</i>										
	<i>*Safety and Training Officer - 8H14</i>										
	<i>*Water & Wastewater Compliance Inspector - 8H20</i>										
I											
	Accounting Analyst - 8I30	Hrly.	31.78	34.22	36.67	39.11	41.56	44.00	46.45	48.89	
	Building Official, Level 2 -8I43	Ann.	57,839.60	62,280.40	66,739.40	71,180.20	75,639.20	80,080.00	84,539.00	88,979.80	35
	By-Law Enforcement Officer, Level 1 - 8I45	Ann.	66,102.40	71,177.60	76,273.60	81,348.80	86,444.80	91,520.00	96,616.00	101,691.20	40
	Compliance Inspector - 8I44										
	Construction Technologist - 8I4										
	Engineering Technologist - 8I40										
	Mechanic, Environmental Services - 8I34										
	Geospatial Solutions Analyst - 8I47										
	GIS Analyst - 8I46										
	IT Client Services Analyst - 8I32										

	IT Software Analyst - 8I33										
	Planner 1 - 8I10										
	Recreation Coordinator – 8I39										
	Senior Procurement Specialist - 8I38										
	<i>*Electrician</i>										
	<i>*Asset Coordinator</i>										
	<i>*Survey Technologist & Drainage Supt - 8I42</i>										
	<i>*Water & Wastewater Compliance Inspector - 8I36</i>										
	<i>*Refrigeration Mechanic - 8I37</i>										
	<i>*Maintenance Mechanic, WPCC - 8I27</i>										
J	Accounting Analyst, Capital - 8J21	Hrly.	33.43	36.00	38.57	41.14	43.72	46.29	48.86	51.43	
	Asset Management Specialist - 8J38	Ann.	60,842.60	65,520.00	70,197.40	74,874.80	79,570.40	84,247.80	88,925.20	93,602.60	35
	By-Law Enforcement Officer, Level 2 - 8J23	Ann.	69,534.40	74,880.00	80,225.60	85,571.20	90,937.60	96,283.20	101,628.80	106,974.40	40
	Economic Development Officer - 8J16										
	IT Infrastructure Analyst - 8J18										
	Lead Mechanic, Environmental Services - 8J17										
	Public Works Compliance Coordinator - 8J37										
	Transportation Technologist - 8J8										
	<i>*Building Inspector/Deputy CBO - 8J22</i>										
	<i>*Waste Management Coordinator - 8J19</i>										
	<i>*Lead Operator, WPCC - 8J7</i>										
	<i>*Lead Mechanic, WPCC</i>										
	<i>*Survey Technologist & Drainage Supt - 8J20</i>										
K	Development Engineering Technologist - 8K9	Hrly.	35.08	37.78	40.48	43.18	45.87	48.57	51.27	53.97	
	Development Engineering Technologist/Drainage Superintendent - 8K20	Ann.	63,845.60	68,759.60	73,673.60	78,587.60	83,483.40	88,397.40	93,311.40	98,225.40	35
	Lead By-Law Enforcement Officer - 8K29	Ann.	72,966.40	78,582.40	84,198.40	89,814.40	95,409.60	101,025.60	106,641.60	112,257.60	40
	Municipal Engineering Specialist - 8K15										
	Senior Building Official/Deputy CBO - 8K28										

	Supervisor, Facilities - 8K27										
	Supervisor, Forestry & Horticulture Operations - 8K25										
	Supervisor, Park Operations - 8K26										
	Supervisor, Public Works - 8K23										
	Supervisor, Recreation Operations - 8K24										
	Supervisor, Sports Field Operations - 8K30										
	*Supervisor, Arena Pools & Sportsfields - 8K8										
	*Supervisor, Horticulture & Arboriculture - 8K18										
	*Supervisor, Parks - 8K21										
L	Financial Analyst - 8L5	Hrly.	36.80	39.63	42.46	45.29	48.12	50.95	53.78	56.61	
	Maintenance Supervisor, Transit - 8L2	Ann.	66,976.00	72,126.60	77,277.20	82,427.80	87,578.40	92,729.00	97,879.60	103,030.20	35
	Planner II - 8L3	Ann.	76,544.00	82,430.40	88,316.80	94,203.20	100,089.60	105,976.00	111,862.40	117,748.80	40
	Tax Analyst - 8L4										
M		Hrly.	38.45	41.41	44.36	47.32	50.28	53.24	56.19	59.15	
		Ann.	69,979.00	75,366.20	80,735.20	86,122.40	91,509.60	96,896.80	102,265.80	107,653.00	35
		Ann.	79,976.00	86,132.80	92,268.80	98,425.60	104,582.40	110,739.20	116,875.20	123,032.00	40

* Inactive position – the position shall be reevaluated through JE prior to re-activation.

- The Employer shall grandparent employees with their current qualifications into the collapsed/revised job classification (i.e.: Engineering Technologist/Construction Technologist which shall become Engineering Technologist).
- Current incumbents in the Construction/Engineering Technologist classification shall not be required to obtain the requisite training for the Construction/Engineering Technologist classification. Post ratification all new employees in the Construction/Engineering Technologist classification shall be required to be in possession of the requisite requirements prior to being awarded the role.

SCHEDULE A – January 1, 2026

Salary Effective January 1, 2026		Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs./
		65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
		Job Rate	Job Rate	Job Rate	Job Rate	Job Rate	Job Rate	Job Rate	Job Rate	
A		Hrly. 18.92	20.38	21.83	23.29	24.74	26.2	27.65	29.11	
		Ann. 34,434.40	37,091.60	39,730.60	42,387.80	45,026.80	47,684.00	50,323.00	52,980.20	35
		Ann. 39,353.60	42,390.40	45,406.40	48,443.20	51,459.20	54,496.00	57,512.00	60,548.80	40
B	Compost Site Attendant - 8B1	Hrly. 20.66	22.25	23.84	25.42	27.01	28.6	30.19	31.78	
		Ann. 37,601.20	40,495.00	43,388.80	46,264.40	49,158.20	52,052.00	54,945.80	57,839.60	35
		Ann. 42,972.80	46,280.00	49,587.20	52,873.60	56,180.80	59,488.00	62,795.20	66,102.40	40
C		Hrly. 22.38	24.10	25.82	27.54	29.27	30.99	32.71	34.43	
		Ann. 40,731.60	43,862.00	46,992.40	50,122.80	53,271.40	56,401.80	59,532.20	62,662.60	35
		Ann. 46,550.40	50,128.00	53,705.60	57,283.20	60,881.60	64,459.20	68,036.80	71,614.40	40
D	Assistant Operator - 8D1	Hrly. 24.10	25.96	27.81	29.66	31.52	33.37	35.23	37.08	
	*Lead Custodian - 8D6	Ann. 43,862.00	47,247.20	50,614.20	53,981.20	57,366.40	60,733.40	64,118.60	67,485.60	35
	*Pay Clerk Parks & Recreation - 8D5	Ann. 50,128.00	53,996.80	57,844.80	61,692.80	65,561.60	69,409.60	73,278.40	77,126.40	40
	*Scheduling/Graphics Design Clerk PR - 8D2									
E	Accounts Payable Clerk - 8E36	Hrly. 25.84	27.83	29.82	31.81	33.80	35.78	37.77	39.76	
	Administrative Assistant, Community Services - 8E44	Ann. 47,028.80	50,650.60	54,272.40	57,894.20	61,516.00	65,137.80	68,759.60	72,381.40	35
	Administrative Assistant, Finance - 8E6	Ann. 53,747.20	57,886.40	62,025.60	66,164.80	70,304.00	74,422.40	78,561.60	82,700.80	40
	Administrative Assistant, Fire - 8E46									
	Customer Service Clerk - 8E29									
	Customer Service Representative - 8E32									
	Licensing Clerk - 8E12									

	Maintenance Clerk - 8E47										
	<i>*Administrative Assistant, Building</i>										
	<i>*Building Code Technician - 8E37</i>										
	<i>*By-law Coordinator - 8E38</i>										
	<i>*Engineering Clerk - 8E2</i>										
	<i>*Records and Property Clerk - 8E42</i>										
	<i>*Records Coordinator - 8E43</i>										
	<i>*Secretary/Accounts Clerk, Strangway - 8E7</i>										
	<i>*Works Clerk - 8E18</i>										
F	Accounting Specialist - 8F24	Hrly.	27.55	29.67	31.79	33.91	36.03	38.15	40.27	42.39	
	Accounting Specialist, Capital - 8F29	Ann.	50,141.00	53,999.40	57,857.80	61,716.20	65,574.60	69,433.00	73,291.40	77,149.80	35
	Accounts Clerk, Transit - 8F30	Ann.	57,304.00	61,713.60	66,123.20	70,532.80	74,942.40	79,352.00	83,761.60	88,171.20	40
	Clerk, Environmental Services - 8F32										
	Clerk/Dispatcher, Transit - 8F4										
	Knowledge Base Clerk - 8F33										
	Maintenance Technician, Facilities - 8F31										
	Payroll/Accounting Specialist - 8F14										
	Printer - 8F17										
	<i>*Administrative Assistant Planning</i>										
	<i>*Administrative Assistant, Engineering - 8F19</i>										
	<i>*Administrative/Scheduling Clerk, Transit - 8F25</i>										
	<i>*Safety and Training Technologist</i>										
G	Activities Programmer - 8G33	Hrly.	29.30	31.56	33.81	36.06	38.32	40.57	42.83	45.08	
	Junior Financial Analyst - 8G32	Ann.	53,326.00	57,439.20	61,534.20	65,629.20	69,742.40	73,837.40	77,950.60	82,045.60	35
	Operator, Environmental Services - 8G30	Ann.	60,944.00	65,644.80	70,324.80	75,004.80	79,705.60	84,385.60	89,086.40	93,766.40	40
	Overnight Parking Enforcement Officer - 8G27										
	Procurement Specialist - 8G29										

	Property Tax Payment Specialist - 8G25										
	<i>*Administrative Assistant, By-law - 8G24</i>										
	<i>*Internal Control Coordinator</i>										
	<i>*Payroll Administrator - 8G8</i>										
	<i>*Storeskeeper - 8G10</i>										
H											
	Building Official, Level 1 - 8H11	Hrly.	31.02	33.41	35.80	38.18	40.57	42.96	45.34	47.73	
	CMMS Technologist - 8H33	Ann.	56,456.40	60,806.20	65,156.00	69,487.60	73,837.40	78,187.20	82,518.80	86,868.60	35
	Fleet Trainer - 8H35	Ann.	64,521.60	69,492.80	74,464.00	79,414.40	84,385.60	89,356.80	94,307.20	99,278.40	40
	Planning Technician - 8H31										
	Property Tax Administrator - 8H24										
	Transit Inspector - 8H25										
	<i>*Communications Coordinator - 8H28</i>										
	<i>*Environmental Technician - 8H23</i>										
	<i>*Environmental Compliance Coordinator - 8H29</i>										
	<i>*Maintenance Mechanic, WPC - 8H2</i>										
	<i>*Payroll Analyst - 8H26</i>										
	<i>*Safety and Training Officer - 8H14</i>										
	<i>*Water & Wastewater Compliance Inspector - 8H20</i>										
I											
	Accounting Analyst - 8I30	Hrly.	32.79	35.32	37.84	40.36	42.88	45.41	47.93	50.45	
	Building Official, Level 2 -8I43	Ann.	59,677.80	64,282.40	68,868.80	73,455.20	78,041.60	82,646.20	87,232.60	91,819.00	35
	By-Law Enforcement Officer, Level 1 - 8I45	Ann.	68,203.20	73,465.60	78,707.20	83,948.80	89,190.40	94,452.80	99,694.40	104,936.00	40
	Compliance Inspector - 8I44										
	Construction Technologist - 8I4										
	Engineering Technologist - 8I40										
	Mechanic, Environmental Services - 8I34										
	Geospatial Solutions Analyst - 8I47										
	GIS Analyst - 8I46										
	IT Client Services Analyst - 8I32										

	IT Software Analyst - 8I33										
	Planner 1 - 8I10										
	Recreation Coordinator – 8I39										
	Senior Procurement Specialist - 8I38										
	<i>*Electrician</i>										
	<i>*Asset Coordinator</i>										
	<i>*Survey Technologist & Drainage Supt - 8I42</i>										
	<i>*Water & Wastewater Compliance Inspector - 8I36</i>										
	<i>*Refrigeration Mechanic - 8I37</i>										
	<i>*Maintenance Mechanic, WPCC - 8I27</i>										
J	Accounting Analyst, Capital - 8J21	Hrly.	34.50	37.16	39.81	42.46	45.12	47.77	50.43	53.08	
	Asset Management Specialist - 8J38	Ann.	62,790.00	67,631.20	72,454.20	77,277.20	82,118.40	86,941.40	91,782.60	96,605.60	35
	By-Law Enforcement Officer, Level 2 - 8J23	Ann.	71,760.00	77,292.80	82,804.80	88,316.80	93,849.60	99,361.60	104,894.40	110,406.40	40
	Economic Development Officer - 8J16										
	IT Infrastructure Analyst - 8J18										
	Lead Mechanic, Environmental Services - 8J17										
	Public Works Compliance Coordinator - 8J37										
	Transportation Technologist - 8J8										
	<i>*Building Inspector/Deputy CBO - 8J22</i>										
	<i>*Waste Management Coordinator - 8J19</i>										
	<i>*Lead Operator, WPCC - 8J7</i>										
	<i>*Lead Mechanic, WPCC</i>										
	<i>*Survey Technologist & Drainage Supt - 8J20</i>										
K	Development Engineering Technologist - 8K9	Hrly.	36.21	38.99	41.78	44.56	47.35	50.13	52.92	55.70	
	Development Engineering Technologist/Drainage Superintendent - 8K20	Ann.	65,902.20	70,961.80	76,039.60	81,099.20	86,177.00	91,236.60	96,314.40	101,374.00	35
	Lead By-Law Enforcement Officer - 8K29	Ann.	75,316.80	81,099.20	86,902.40	92,684.80	98,488.00	104,270.40	110,073.60	115,856.00	40
	Municipal Engineering Specialist - 8K15										
	Senior Building Official/Deputy CBO - 8K28										

	Supervisor, Facilities - 8K27										
	Supervisor, Forestry & Horticulture Operations - 8K25										
	Supervisor, Park Operations - 8K26										
	Supervisor, Public Works - 8K23										
	Supervisor, Recreation Operations - 8K24										
	Supervisor, Sports Field Operations - 8K30										
	*Supervisor, Arena Pools & Sportsfields - 8K8										
	*Supervisor, Horticulture & Arboriculture - 8K18										
	*Supervisor, Parks - 8K21										
L											
	Financial Analyst - 8L5	Hrly.	37.97	40.89	43.82	46.74	49.66	52.58	55.50	58.42	
	Maintenance Supervisor, Transit - 8L2	Ann.	69,105.40	74,419.80	79,752.40	85,066.80	90,381.20	95,695.60	101,010.00	106,324.40	35
	Planner II - 8L3	Ann.	78,977.60	85,051.20	91,145.60	97,219.20	103,292.80	109,366.40	115,440.00	121,513.60	40
	Tax Analyst - 8L4										
M											
		Hrly.	39.68	42.73	45.78	48.83	51.88	54.94	57.99	61.04	
		Ann.	72,217.60	77,768.60	83,319.60	88,870.60	94,421.60	99,990.80	105,541.80	111,092.80	35
		Ann.	82,534.40	88,878.40	95,222.40	101,566.40	107,910.40	114,275.20	120,619.20	126,963.20	40

* Inactive position – the position shall be reevaluated through JE prior to re-activation.

- The Employer shall grandparent employees with their current qualifications into the collapsed/revised job classification (i.e.: Engineering Technologist/Construction Technologist which shall become Engineering Technologist).
- Current incumbents in the Construction/Engineering Technologist classification shall not be required to obtain the requisite training for the Construction/Engineering Technologist classification. Post ratification all new employees in the Construction/Engineering Technologist classification shall be required to be in possession of the requisite requirements prior to being awarded the role.

ADMINISTRATION OF SCHEDULE A

(continued)

1. Each step increase is effective on the employee's anniversary date. For employees appointed to positions prior to September 1, 1994, the anniversary date shall be the employee's date of hire. Employees appointed to a new position through the posting process on or after September 1, 1994, shall have their date of appointment to this new position used as their anniversary date.
2. Upon successful completion of the certification requirements as outlined in the By-law Officer, Level 2 and Building Official, Level 2 job descriptions, employees in the By-law Officer, Level 1 and Building Official, Level 1 position shall progress to the next higher rate in the Level 2 grid.
3. If an employee does not start at the minimum of the range, there is no step increase after the completion of the six (6) month probation period.
4. The parties agree that the following positions are not included in the Bargaining Unit:
 - Executive Assistant to the General Manager of Corporate Services
 - Legal Clerk
 - Legislative Administrator
 - Executive Assistant to the Mayor
 - Administrative Coordinator
 - Executive Assistant to the General Manager of Community Services
 - Executive Assistant to the General Manager of Engineering & Operations
5. Student rates for each calendar year shall be mutually agreed or amended for each calendar year.

APPENDIX A – VACATION POLICY

1. All vacations must be taken in the calendar year, that is January 1st to December 31st. Any carryover of vacation from one year to another shall be at the discretion of the Manager and subject to final approval by the General Manager.
2. Vacations are encouraged to be taken in no less than one week periods (regulation of the *Employment Standards Act*). Subject to the approval of the Manager, an employee with more than two (2) weeks vacation may be given special consideration to schedule those weeks in less than a one (1) week period.
3. Vacation may be taken as requested by the employee, subject to approval by the Manager or designate, providing there is appropriate coverage in the policy area.
4. Vacation time shall be in accordance with departmental procedures ensuring consideration of seniority.
5. All employees except those having completed less than one (1) continuous year of employment must have a minimum of two (2) weeks vacation in one (1) year.
6. An employee who is not in receipt of wages from the Employer for one (1) month or more shall have their yearly vacation credit pro-rated based on the number of months while in receipt of wages from the Employer.
7. The following procedure shall take effect January 1, 1991:

New Vacation System

According to when an employee is/was hired, the employee shall be entitled to vacation prior to December 31st of the year hired, by pro-rating the number of months from date of hire to December 31st. During the following calendar year and each subsequent calendar year, an employee shall receive full vacation allotment according to the employee's years of service.

When an employee terminates, they shall receive a pro-rated of the employee's vacation allotment based on the number of months from January 1st to date of termination.

EXAMPLE
Hired July 1, 1990
<ul style="list-style-type: none">- Five (5) days vacation may be taken in 1990 prior to December 31st.- After January 1, 1991, the employee may take ten (10) days vacation.- On termination, vacation is pro-rated from January 1st to date of termination.

VACATION ADJUSTMENTS ON TERMINATION FOR FORMER TOWN OF CLEARWATER AND CITY OF SARNIA EMPLOYEES

For those employees joining the new City of Sarnia-Clearwater and new employees hired after January 1, 1991, no adjustments shall be necessary as they are presently under the new formula.

For those employees joining the new City of Sarnia-Clearwater from the former City of Sarnia, an adjustment on termination shall be necessary. These employees shall receive on termination, a pro-rated of their vacation entitlement from their anniversary date to December 31st of the previous year.

EXAMPLE
Former Clearwater Employee Hired July 1, 1982, Terminated June 30, 1992
a) <u>No vacation taken in 1992:</u> - Receives pro-rated from January 1, 1992 to June 30, 1992 - 6/12 of vacation allotment.
b) <u>Taken full vacation in 1992:</u> - Owes the City 6/12 of vacation entitlement for time not worked but received for July 1, 1992 to December 31, 1992.

EXAMPLE
Former Sarnia Employee Hired July 1, 1982, Terminated June 30, 1992
a) <u>No vacation taken in 1992:</u> - Receives pro-rated from July 1, (anniversary date) to December 31, 1991 - 6/12, plus pro-rated from January 1, 1992 to June 30, 1992 - 6/12. Total Allotment 12/12 (full amount)
b) <u>Taken full vacation in 1992:</u> - Receives pro-rated from July 1, 1991 to December 31, 1991 - 6/12, but owes the City 6/12 for time not worked but received for July 1, 1992 to December 31, 1992.
Balance 0

NOTE: The same variables are used in all examples.

APPENDIX B – LABOUR MANAGEMENT COMMITTEE TERMS OF REFERENCE

Introduction

This document outlines the protocols mutually agreed to by the parties to this Agreement for the establishment and operation of the Labour Management Committee (LMC).

These terms of reference may be amended from time to time at any regular or special meeting of the LMC. All committee, sub-committee or working group members will adhere to them.

Purpose of the LMC

Consultation is a process for seeking and providing information and advice, exchanging views, and discussing issues, appropriate to addressing or resolving issues, in an atmosphere of mutual respect and trust. To be effective, the process must be based on an honest and open commitment, by both parties, to the sharing of information and to listening to each other's opinions, observations, and recommendations, prior to decisions being taken. This allows each party to understand the full implications of decisions and actions on their legitimate interests.

The purpose of the LMC is to provide a forum for meaningful consultation between the Employer and bargaining agent representatives where information can be exchanged and views and advice on workplace issues obtained.

Composition & Structure

The LMC shall be structured as follows:

- | | |
|----------------------------|---|
| Employer Representatives: | <ul style="list-style-type: none">• Manager, Human Resources• Labour Relations Advisor• Manager, Environmental Services• Manager, Parks and Recreation |
| CUPE 3690 Representatives: | <ul style="list-style-type: none">• President, CUPE 3690• Vice President, CUPE 3690• Secretary, CUPE 3690• Treasurer, CUPE 3690 |

Sub-committees and/or working groups may be established, by mutual agreement, to study particular topics or issues in detail.

Meeting Schedules

The recommended number of meetings per year is as follows:

- Monthly

Additional meetings may be scheduled should urgent matters requiring consultation arise that must be dealt with prior to the regularly scheduled LMC meeting.

Meeting Location, Time & Costs

LMC meetings shall be held at City Hall on the first Wednesday of each month. Meetings may be re-scheduled on agreement from both parties. Meetings may be cancelled for July and August, by agreement from both parties.

Committee Representatives shall be protected against any loss of regular pay due to attendance at the meetings.

Quorum

Meetings shall have a minimum of two (2) Management Representatives and two (2) Union Representatives. Where quorum cannot be met, the meeting will be cancelled or rescheduled.

Agendas

LMC members are responsible for providing agenda items in sufficient time to permit for the distribution of the agenda and any supporting documentation at least one (1) week in advance of the scheduled meeting. Items not on the agenda may be discussed at the meeting with the approval of the parties.

Meeting Minutes

The LMC Secretary shall keep accurate records of all matters that come before the committee. Meeting minutes shall be prepared and distributed as soon as possible after the meeting.

LETTER OF UNDERSTANDING

LOU #1 – POST RETIREMENT BENEFITS – EXISTING RETIREES


Applicable to:

Clarke	Pete	CUPE 3690
MacLellan	Linda	CUPE 3690
Ponce	Chandra	CUPE 3690
Meyers	Dave	CUPE 3690
Waldie	Keith	CUPE 3690
Robbins	Lorie	CUPE 3690


Current retirees of CUPE Local 3690 shall have their post-retirement benefits frozen based on the date of ratification of the last Collective Agreement. These benefits shall reflect any recent negotiated changes.

It is understood that when the last retiree named above attains the age of sixty-five (65), this Letter of Understanding shall expire.


FOR THE UNION



Mike Jackson (Feb 14, 2025 12:15 EST)



Gerald Hawley (Feb 14, 2025 11:37 EST)




Sheila Grieve (Feb 18, 2025 20:47 EST)




FOR THE EMPLOYER





Adam MacDonald (Feb 14, 2025 13:22 EST)



Tammy Broer (Feb 14, 2025 12:11 EST)



Bailey Jackson (Feb 18, 2025 08:36 EST)



LETTER OF UNDERSTANDING

LOU #2 – BOOT/CLOTHING ALLOWANCE


Whereas the Union and the Employer wish to mutually address the issue of entitlement to clothing/boot allowance specified in Article 22.04 and 22.05 of the current Collective Agreement in order to reduce or eliminate any future disputes on the issues. Further, to provide for policies and procedures for such allowances in accordance with the Collective Agreement, they mutually agree as follows:

1. All Employees shall receive payment for the above noted allowances in the timelines specified except in the following circumstances.
 - a) The Employee is in receipt of Long Term Disability Benefits.
 - b) The Employee is in receipt of Canada Pension Disability Benefits.
 - c) The Employee is in receipt of OMERS Disability Benefits.
 - d) The Employee has been absent from work for a consecutive twelve (12) month period.

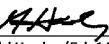
2. The Employee returning from any of the above noted absences shall receive their clothing/boot allowance within two (2) pay periods of their return to work for that current calendar year. These allowances shall be pro-rated based on the date of return to work. Employees shall receive one twelfth (1/12) of the allowance for each full calendar month worked following their return.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.


FOR THE UNION



Mike Jackson (Feb 14, 2025 12:15 EST)



Gerald Hawley (Feb 14, 2025 11:37 EST)




Sheila Grieve (Feb 18, 2025 20:47 EST)




FOR THE EMPLOYER




Joe Boothe



Adam MacDonald (Feb 14, 2025 13:22 EST)



Tammy Broer (Feb 14, 2025 12:11 EST)



Bailey Jackson (Feb 18, 2025 08:36 EST)



LETTER OF UNDERSTANDING

LOU #3 – HOLIDAY SEASON SHUTDOWN

Without prejudice or precedent, it is mutually agreed and understood between the parties that the provisions below shall apply regarding the closure of offices between Christmas and New Year's:


Employees may use the following time off provisions to cover these specific days:

- a) Vacation
- b) Banked overtime
- c) Banking of Earned Days Off (or a portion of)
- d) Bring forward next year's vacation
- e) Banking work at straight time of which five (5) hours would be compensated at one and a half times (1.5x) for those employees who work less than twenty (20) hours of overtime in the preceding year. Scheduling of this time is subject to the approval of the Supervisor and shall not be unreasonably denied.

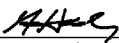
The respective General Manager of the division may determine to close all or portions of their operations and shall notify affected employees and the Union no later than February 1st of each year.

This agreement shall automatically renew each year but can be cancelled by either party by December 1st of the preceding year.


FOR THE UNION



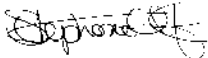
Mike Jackson (Feb 14, 2025 12:15 EST)



Gerald Hawley (Feb 14, 2025 11:37 EST)




Sheila Grieve (Feb 18, 2025 20:47 EST)




FOR THE EMPLOYER




Joe Boothe



Adam MacDonald (Feb 14, 2025 13:22 EST)



Tammy Broer (Feb 14, 2025 12:11 EST)



Bailey Jackson (Feb 18, 2025 08:36 EST)




LETTER OF UNDERSTANDING

LOU #4 – CLOTHING ALLOWANCE COMMITTEE

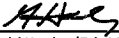
The parties agree to establishing a committee comprised of representatives from the Union and Management to review the clothing allowance/issuance. The committee shall explore options to improve uniformity, professionalism and reflect corporate branding in work clothing. Each party shall be represented on the committee by three (3) members and either party may invite one (1) or more persons to provide expertise and advice on specific items.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.


FOR THE UNION



Mike Jackson (Feb 14, 2025 12:15 EST)



Gerald Hawley (Feb 14, 2025 11:37 EST)




Sheila Grieve (Feb 18, 2025 20:47 EST)




FOR THE EMPLOYER





Adam MacDonald (Feb 14, 2025 13:22 EST)



Tammy Broer (Feb 14, 2025 12:11 EST)



Bailey Jackson (Feb 18, 2025 08:36 EST)



