

# COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF SARNIA**



AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2713**

***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 3<sup>rd</sup> day of March, 2025.

between

The Corporation of the City of Sarnia

*OF THE FIRST PART*

and

The Canadian Union of Public Employees and Its Local 2713

*herein referred to as the "Union"*

*OF THE SECOND PART*

## **ARTICLE 1 – INTERPRETATION**

**1.01** In this Agreement;

- a) Whenever the word "Employee" is used, it shall mean an employee who is a member in good standing of the Union.
- b) Whenever the word "probationary employee" is used it shall mean an employee who shall be appointed as a permanent employee upon completion of 1040 regular hours of satisfactory service.

Notwithstanding any other provision of this Agreement, a probationary 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, unless it can be shown that such action was arbitrary, discriminatory, or in bad faith.

- c) Whenever the word "seasonal employee" is used it shall mean an employee hired by reason of special or known seasonal work. Such employee, if continuing in the Employer's employ on such work, shall become a permanent employee after completion of eight (8) consecutive months of employment, or eight (8) months of employment in any calendar year.

Seasonals shall be called back in order of seniority if qualified subject to a satisfactory performance review.

- d) Whenever the word "permanent employee" is used it shall mean an employee who has satisfactorily completed their probationary period and a seasonal employee who has satisfactorily completed eight (8) consecutive months of employment.
- e) Whenever the words "continuous service" are used it shall mean service while on the payroll of the Employer, including authorized sick leave and authorized leaves of absence. However, when an employee is laid off or terminated, this takes the employee off the payroll and their service shall be deemed to be discontinued as of the date of layoff or termination.

- f) Part-time employees shall not work more than forty-eight (48) hours in a two (2) week period unless agreed between the parties. The use of part-time employees shall not result in the displacement of existing employees.
- g) Wherever the word “qualifications” is used it shall refer to the possession of necessary education, training and certification.
- h) Wherever the word “skill” is used, it shall refer to the competence in particular tasks.
- i) Wherever the word “ability” is used, it shall be related to overall qualities of an employee with respect to the work to be done.

## **ARTICLE 2 – GENERAL UNDERSTANDING & PURPOSE**

- 2.01** The purpose of this Agreement is to set forth herein, the rates of pay, hours of work and other working conditions along with the procedures for dealing with grievances and complaints and to promote orderly and peaceful relations between the Employer and its employees.
- 2.02** 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 provisions 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.
- 2.03** 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 of benefit contained in these acts shall prevail.
- 2.04** The Employer and the Union endorses the right of every employee to work in an environment free from harassment.
- 2.05** Employees shall be given the right to call in any Union Official to represent them.

## **ARTICLE 3 – RECOGNITION**

- 3.01**
  - a) The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Arenas and Parks, save and except foremen, persons above the rank of foremen, office, clerical and technical staff, persons employed for not more than forty-eight (48) hours per two (2) week period, and students employed during school vacation period.
  - b) 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. Positions determined to be part of Schedule A shall be placed into the Schedule by mutual agreement.

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

**3.03** Management Rights

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 function 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.

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

**3.05** 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 Chief Administrative Officer or the General Manager, Corporate Services or designate.

**3.06** New Hires

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.

On commencing employment, 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.

**3.07**    Union Meetings

The Employer shall permit the use of its premises as available for the purpose of Union meetings without cost to the Union.

**3.08**    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.

**3.09**    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 Community Services Division, 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 (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 A.

**ARTICLE 4 – UNION SECURITY**

**4.01**    All employees shall be and remain members of the Union as a condition of employment subject to the *Labour Relations Act*.

**4.02**    The Employer shall deduct from the wages of each employee, such Union dues as are levied upon the members in accordance with its Constitution and by-laws.

**4.03**    The Employer shall remit such amounts immediately after the first day of each month to the Treasurer of Local 2713. The deductions shall be accompanied by a list, provided electronically, of names of all employees from whose union dues and assessments were deducted, including union dues paid, monthly earnings, and employment status (permanent, probationary, temporary, seasonal), and whether an employee is on a leave.

- 4.04** 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.

## **ARTICLE 5 – UNION REPRESENTATION & UNION LEAVE**

### **5.01 Union Representation**

- a) The Union shall be notified and shall attend meetings between an employee and Management related to any matter where an employee requests the involvement of the Union, or any matter relating to any term and/or condition in this Agreement, including but not limited to accommodations, investigations, or discipline, or any matter that may detrimentally affect the Union's ability to represent the employee(s).
- b) The Employer shall ensure that a representative of the Union is present when meeting with an employee who is:
  - on an accommodation;
  - requesting an accommodation, or
  - who is returning to work after an extended sick leave.

### **5.02 Negotiating Committee**

The Union has the right to appoint or otherwise select a Negotiating Committee of not more than four (4) members for the purpose of carrying out all matters pertaining to collective bargaining. The Union shall advise the Employer in writing of the Union nominees to the 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.

- 5.03** There shall be no loss of wages by employees for preparing for, and attendance at mutually arranged meetings with the Employer during working hours.
- 5.04** The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Agreement.
- 5.05** The Union recognizes that each Steward is employed full-time by the Employer and will not leave work during working hours except to perform the duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the Supervisor.

**5.06 Union Business, Conferences, and Conventions**

The Employer shall grant leaves of absence without pay to not more than four (4) employees to attend Union conventions, conferences, seminars, education, training, or union business which shall not be unreasonably denied, with no more than two (2) employees from the same working area subject to the exigencies of duty. The total amount of such leave shall not exceed sixty (60) working days in a calendar year. In such cases, the Employer shall continue to pay the employee(s) and bill back the Union for wages and benefits. The Union agrees to provide at least two (2) weeks notice prior to the date of the Union convention. In addition, the President may request up to twenty (20) working days per calendar year. Such requests shall not be unreasonably denied.

**5.07 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.

**5.08** No leave shall be granted for the purpose of taking other employment for hire unless by mutual agreement of the parties, or with the Canadian Union of Public Employees, the Canadian Labour Congress, or the Ontario Federation of Labour, which shall not exceed a period of one (1) year. Such leave may be extended with mutual agreement between the parties, which shall not be unreasonably denied.

**5.09** It is understood each party shall be entitled to such counsel and technical assistance as they may desire at any meetings of the parties.

**ARTICLE 6 – GRIEVANCE PROCEDURE**

**6.01** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing, investigating, and presenting the grievance in accordance with the grievance procedure.

**6.02** The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize the Steward.

**6.03** The Union has the right to appoint or otherwise select, three (3) Stewards.

**6.04 Grievance Procedure**

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) Should a grievance arise, the aggrieved employee(s) will discuss the grievance with the Union Steward in the division and an earnest effort shall be made to settle the grievance fairly and promptly.
- c) 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.
- d) Policy Grievance

The Employer or the Union may present a policy grievance in respect to 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.

- e) 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.

- f) 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.

- 6.05** 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.
- 6.06** All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union, and the employees.
- 6.07** 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 11. The time limits referred to in Article 6, and Article 7 may be extended by the mutual agreement of the parties.

- 6.08** It is understood that the General Manager, Corporate Services and/or the Chief Administrative Officer (CAO), 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 7 – ARBITRATION**

- 7.01** When either party decides that any difference as hereinbefore provided shall be submitted for arbitration, it shall make such request in writing, addressed to the other party to this Agreement. Suggested Arbitrators for consideration shall also be provided in writing.
- 7.02** If the parties are unable to agree on an Arbitrator within a further period of ten (10) working days, either party may then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.
- 7.03** No person may be appointed an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.04** The Arbitrator shall not have the jurisdiction to amend or add to any of the 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.
- 7.05** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 7.06** The proceedings of the arbitration shall be expedited by the parties hereto and the decision of the Arbitrator shall be final and binding upon the parties thereto. Exclusive of discipline and discharge cases, any grievances involving the interpretation or application of this Agreement which has been disposed of hereunder shall not be made the subject of another arbitration unless the circumstances in the instant case are different from the original settlement.
- 7.07** The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties.
- 7.08** The parties shall jointly bear the expenses of the Arbitrator.
- 7.09** 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 8 – DISCIPLINE & DISCHARGE**

- 8.01** No employee covered by this agreement shall be disciplined or discharged before an investigation is made and until such person 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 5.01.

- 8.02** 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 Employer vehicle(s) without a valid drivers licence.
- 8.03** Where an employee has not received a disciplinary notation (to include suspensions) for a period of eighteen (18) months, all disciplinary notation(s) shall be removed from the employee's file and shall not be used against the employee beyond that period.

## **ARTICLE 9 – PROMOTIONS & SENIORITY**

- 9.01** Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis. A probationary employee shall have no seniority rights. Upon the probationary employee becoming a permanent employee, permanent seniority shall date back to the day on which their employment began. A seasonal employee shall have no permanent seniority rights and upon becoming a permanent employee, the employee shall be credited with up to eight (8) months of seniority. Seniority shall be used as specified in the Collective Agreement. For identical dates of hire, the tie breaker shall be a lottery held by the Employer, and witnessed by the Union and the employees with the identical hire dates.

A seasonal employee shall acquire seasonal seniority commencing on the hire date of their second (2<sup>nd</sup>) consecutive seasonal hire. For identical dates of hire the tie breaker shall be a lottery held by the Employer, and witnessed by the Union and the employees with the identical hire dates.

- 9.02** An employee who leaves the Bargaining Unit but remains in the employ of the Employer and re-enters the Bargaining Unit shall not accumulate seniority during absence from the Bargaining Unit but shall be credited with the seniority for the time worked prior to leaving the Bargaining Unit. A person who re-enters the Bargaining Unit shall start in the capacity of General Maintenance 1 or in a capacity as determined by the Employer, providing no other employee is displaced as a direct result of the action.

If such employee has been out of the Bargaining Unit for one (1) year or more, they shall lose all seniority in the Bargaining Unit and no longer be a Bargaining Unit Member.

- 9.03** Except as required by the pregnancy and parental leave provisions of the *Employment Standards Act* and the provisions of the *Workplace Safety and Insurance Act*, seniority shall not accumulate during authorized leaves of absence without pay of over one (1) month duration.
- 9.04** The Employer shall maintain up to date permanent and seasonal seniority lists showing the date upon when the seniority commenced. The up to date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year, and as requested by the Union.

**9.05**    Loss of Seniority

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

- a) voluntarily quits the employ of the Employer in a formal written statement;
- b) is discharged for just cause and is not reinstated;
- c) 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 by priority post or courier to their last known address following a layoff, unless a satisfactory reason is given to the Employer;
- d) 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;
- e) is absent due to a layoff for more than eighteen (18) months;
- f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

**9.06**

- a) When the Employer decides to fill a vacancy in Schedule A or creates a new position in Schedule A, the vacancy or new position shall be posted within twenty (20) working days, and shall be sent by email and posted on all bulletin boards where employees report to work, for seven (7) working days so that all members shall know about the vacancy or new position. The job posting shall identify the general duties of the position, location of the position, hourly rate, qualifications required, number of vacancies, division, and if there will be an interview and/or testing process. Such qualifications shall be those necessary to perform the job function. Should there be interview and/or testing, candidates shall be advised in writing no later than three (3) working days prior to the interview and/or testing process. Any testing shall be consistent with the relevant qualifications, skills and ability of the job in question.
- b) The President, and Secretary of the Union shall be advised of the Employer's decision within ten (10) working days of an applicant being selected. The successful applicant shall be subject to a maximum trial period of 694 regular hours. If during the trial period the employee requests to return to the employee's previous job or it is decided that the employee's performance is unsatisfactory, the employee shall be returned to such previous job.
- c) Assistant Supervisor vacancies shall be posted in accordance with Article 9. In the case where there is no permanent Assistant Supervisor, the Assistant Supervisor classification shall be appointed to a full-time permanent employee by the Manager to cover a Supervisor's absence of at least one (1) week in duration. Incidental or sporadic absences of less than one (1) week in duration shall be appointed to a full-time permanent employee at the discretion of the Manager.

**9.07** The Employer and the Union recognize that the ability and efficiency of individual members governs to a large extent, the maintenance of efficient service to the public. Therefore, in promotions, layoffs and recalls, the qualifications, skill and ability of the employee shall be the governing factors. 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. The qualifications and assessments shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. Applicants shall be notified in writing of the outcome of their application, assessment, and/or testing, as the case may be, 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 may at any time, contact the Manager, to gain information concerning promotions that have been made which do not follow the seniority list. In the event that the Union is not satisfied with the information received, the Union, may file a grievance under the provisions of the grievance procedure.

**9.08** Prior to advertising outside for full-time vacancies to which an existing full-time employee has either not applied for or been given, the Employer shall notify all seasonals (active or those who are laid off and are eligible for rehire from the previous season) of the vacancy to the last known address provided by the employee at the end of the previous season.

In assessing seasonal candidates for a permanent position, consideration shall be given to the seasonal employee's education, experience and work history to determine qualifications and ability to meet the requirements of the position.

If, in the judgment of the Employer, two or more seasonal applicants are qualified for the permanent position and possess relatively equal qualifications, the employee with the greatest seasonal seniority shall be given the position.

Upon completion of the recruitment process and where no seasonal applicant has been selected, the Employer shall advertise the vacancy externally.

The Employer shall make every effort to ensure that seasonal employees are offered in-house training opportunities which are necessary qualifications to obtain a permanent position during the seasonal term. While on layoff the employee may access in-house training without pay.

**9.09** Any employee, sent for a course to obtain a position who fails to successfully complete said course shall not be eligible for further discretionary training for a period of one (1) year and will not be sent to repeat any unsuccessful courses unless, in the sole discretion of the Employer, it is beneficial to do so.

**9.10**     Job Descriptions

Job descriptions shall be reviewed and updated as necessary. When changes are required, the draft changes shall be forwarded to the Union for review and comment. The Employer shall meet and review with the Union to discuss comments and/or concerns with respect to changes in the job descriptions. The Employer shall determine the final content of the revised job descriptions for classifications in the Bargaining Unit.

**ARTICLE 10 – LAYOFF & RECALL**

**10.01**   Whenever it becomes necessary to reduce employees, reductions shall be as follows: seasonal employees in reverse order of seniority, probationary employees in reverse order of hire date, and then full-time employees shall be laid off in reverse order of seniority providing the senior employee(s) possesses the qualifications, skill and ability to do the remaining job(s) efficiently. 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 employee(s) including seasonal employee(s).

The Union may contact the General Manager to gain information concerning layoffs. In the event that the Union, or an affected employee is not satisfied with layoffs which do not follow the seniority list, the affected employee, or the Union may file a grievance under the provisions of the grievance procedure.

**10.02**   Where an employee is laid off, the employee shall have the right to implement bumping rights within ten (10) working days of the meeting with Human Resources, as follows:

- a) A Representative of Human Resources shall meet with the employee to review and assist the employee in the selection of positions based on seniority, qualifications, skills, and ability, and provide an up-to-date seniority list. The Union shall be notified and attend.
- b) A displaced employee may bump a less senior employee, providing the employee has the qualifications, skill and ability to do the job of the less senior employee. On this basis, an employee may bump upwards, downwards or laterally.
- c) Employees exercising their bumping rights shall supply to the Employer all their bumping choices in priority order. 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.

- d) Employees who are deemed not to be 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.

**10.03** 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.

**10.04** Employees shall be recalled in the order of their seniority providing they possess the qualifications, skill and ability to do the job.

### **ARTICLE 11 – VACATIONS & HOLIDAYS WITH PAY**

- 11.01**
- a) Employees with less than one (1) year's service shall be entitled to a vacation with pay in accordance with the *Employment Standards Act*.
  - b) All permanent employees with from twelve (12) months to three (3) years of continuous service who are on the active payroll of the Employer shall be granted annual vacation of eighty (80) hours with pay.
  - c) All permanent employees with more than three (3) years of continuous service who are on the active payroll of the Employer shall be granted an annual vacation of one hundred and twenty (120) hours with pay.
  - d) All permanent employees with more than eight (8) years of continuous service who are on the active payroll of the Employer shall be granted an annual vacation of one hundred and sixty (160) hours with pay.
  - e) All permanent employees with more than fifteen (15) years of continuous service who are on the active payroll of the Employer shall be granted an annual vacation of two hundred (200) hours with pay.
  - f) All permanent employees with more than twenty-three (23) years of continuous service who are on the active payroll of the Employer shall be granted an annual vacation of two hundred and forty (240) hours with pay.
  - g) 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 12.02 (a) converted to sick leave upon request to their Manager or Supervisor.

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

- 11.01**
- a) Employees with less than one (1) year's service shall be entitled to a vacation with pay in accordance with the *Employment Standards Act*.
  - b) All permanent employees with twelve (12) months to three (3) years of service who are on the active payroll of the Employer shall be granted annual vacation of eighty (80) hours with pay.

- c) All permanent employees with more than three (3) years of service who are on the active payroll of the Employer shall be granted an annual vacation of one hundred and twenty (120) hours with pay.
- d) All permanent employees with more than eight (8) years of service who are on the active payroll of the Employer shall be granted an annual vacation of one hundred and sixty (160) hours with pay.
- e) All permanent employees with more than fifteen (15) years of service who are on the active payroll of the Employer shall be granted an annual vacation of two hundred (200) hours with pay.
- f) All permanent employees with more than twenty-three (23) years of service who are on the active payroll of the Employer shall be granted an annual vacation of two hundred and forty (240) hours with pay.
- g) 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 12.02 (a) converted to sick leave upon request to their Manager or Supervisor.

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

(ii) When a holiday as listed in Article 11.03 falls or is observed during an employee's vacation period, the holiday will be indicated as such on the vacation schedule and the employee shall be allowed an additional vacation day at a time mutually agreeable between the Employer and the employee.

**11.03** (i) Regardless of the day upon which the holiday occurs, all employees shall be paid for a full day for the following holidays:

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	

(ii) The last half of the shift of the workday immediately preceding either Christmas or New Year's Day and as determined by the Employer, shall be recognized as a half ( $\frac{1}{2}$ ) day holiday.

(iii) In the event that a paid holiday falls on a Saturday or Sunday, employees on fixed shifts shall be given either the Friday before or the Monday after in lieu.

Should a paid holiday fall on an employee's scheduled day off, employees on a rotating shift shall be given an alternate full day off at a time mutually agreed between the employee and their Supervisor.

In relation to the above provisions, if the employee is replacing in another classification or in a classification outside the scope of this agreement, they shall be paid at their relieving rate.

For the purposes of this Article, the term "full day" shall mean either eight (8) hours, or ten (10) hours dependent upon the employee's regularly scheduled hours at the time of the holiday.

- 11.04** For the purposes of clarification, it is agreed and understood between the parties that effective January 1, 1991, vacation entitlement shall be calculated on the basis of the employee's seniority as of December 31<sup>st</sup> of the previous year. After this date, employees with less than one (1) year of seniority shall be entitled to vacation prior to December 31<sup>st</sup> of the year in which the employee is hired, on a pro-rated basis. Employees hired after September 1<sup>st</sup> may carry the pro-rated vacation entitlement over to the next calendar year.

Upon termination, employees hired by the City of Sarnia prior to December 31, 1990 will have their vacation entitlement pro-rated from their anniversary date to December 31<sup>st</sup>, and from January 1<sup>st</sup> of the year of termination to the actual termination date. All other employees upon termination, shall have their vacation entitlement pro-rated from January 1<sup>st</sup> of the year of termination to the actual date of termination.

If, during the year in which the vacation is being taken, the employee is entitled to additional vacation, then such vacation entitlement shall be added to what the employee was entitled to as of December 31<sup>st</sup> of the previous year and such vacation entitlement must be utilized prior to December 31<sup>st</sup> of the year in which the additional entitlement was earned unless otherwise mutually agreed between the employee and the Employer.

## **ARTICLE 12 – SICK LEAVE**

- 12.01**
- a) Employees shall earn paid sick leave at the rate of twelve (12) hours per month which shall be accumulated to a maximum of one thousand and forty (1040) hours.
  - b) Employees with accumulated sick leave in excess of one thousand and forty (1040) hours shall be credited yearly with one hundred and forty-four (144) hours of sick leave provided it is earned at the rate of twelve (12) hours per month but shall not be accumulated from year to year unless the employee's accumulated sick leave falls below one thousand and forty (1040) hours.

**12.02 Granting of Sick Leave**

- a) Sick leave may be granted subject to the following conditions:
  - i. The employee notifies 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 credits; and
  - iii. When requested, the employee provides medical certification in accordance with Article 12.03.
- b) Sick leave payments shall be based upon the employee's regular rate of pay and the number of hours taken;

**12.03 Medical Certificates**

- a) When requesting sick leave, the Employer may require that a qualified medical practitioner completes the Employer's Workers Ability Report. Such report may be required to be supplied to the Employer 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 Manager or designate and the employee.
- c) The Employer shall reimburse an employee 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.

If 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 after a three (3) day absence, it is the employee's responsibility to provide a completed City's Workers Ability Report to their Supervisor or the Human Resources Division and report to their Supervisor the date of their return to work 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. If this notification is not provided, the daily duty roster for that day shall not be changed except at the discretion of the Supervisor, assigning work for that day. Should an employee be unable to contact their Supervisor prior to their return to work the employee shall provide the information required under this Article to their Manager or the on-call Supervisor.

**12.04** Abuse of sick leave will be subject to discipline.

**12.05** In the event of a prolonged illness or injury, 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.

**12.06** The Employer and the Union promote an early and safe return to work from illness or injury. Employees are required to provide their Manager or designate any updates on all changes to their limitations and restrictions to facilitate an early and safe return to work where applicable.

**12.07** Long Term Disability

- i) The Employer shall provide eligible 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 exhaust any accumulated sick leave benefits which will be a direct offset of Long Term Disability benefits prior to receiving Long Term Disability Benefits;
  - b) employees shall receive seventy-five percent (75%) of their basic salary to a maximum of seven thousand five hundred dollars (\$7,500.00) per month;
  - c) the cost of this Plan is to be borne by the Employer;
- 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*.

**12.08** Workplace Safety & Insurance Board Benefits Top Up

- a) 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 two (2) hours 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.

- b) Employees may elect not to utilize their sick leave to top up full temporary total disability Workplace Safety and Insurance Board benefits. Upon receipt of their signed written request it will be effective for the next full pay period. Once this choice has been made the employee may change their election without retroactivity.

**12.09 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 13 – LEAVE WITH PAY**

**13.01 Bereavement Leave**

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

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

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 relationships shall be recognized.

That portion of the periods above that would otherwise be time worked during the employee's regular work week shall be paid up to a maximum of their normal hours of work for each workday concerned.

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.

A request for extension of these time limits shall be considered by the General Manager, Corporate Services or designate in consultation with the Manager.

### **13.02 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 12.01. Such time shall be excluded from the Attendance Management Program.

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

### **13.03 Jury Duty Leave**

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 14 – LEAVE WITHOUT PAY**

**14.01** At an employees request, the Employer may grant a leave of absence without pay for reasons not outlined in this Agreement.

### **14.02 Pregnancy and Parental Leave**

- a) An employee shall be entitled to Pregnancy and Parental Leave in accordance with the *Employment Standards Act*.
- b) Employees on Pregnancy, Parental and/or Adoption Leave shall continue to accumulate seniority and be entitled to the benefits described in Article 13 as per the *Employment Standards Act* of Ontario.

**14.03 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 15 – EMPLOYEE BENEFITS & PENSION PLAN**

**15.01** Exclusive of the provisions of Article 15.04, the Employer shall assume the payment of the premium costs for the benefits provided under Article 15 after the completion of the probationary period.

All benefits are subject to the terms and conditions of the carrier and its master policy.

**15.02 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 Semi-Private Hospital accommodation and Extended Health Benefits Plan for each employee, and their dependents (including overage students), who has completed the eligibility requirements as established in the respective plans.

The Extended Health Care shall have an annual deductible of twenty-five dollars (\$25) single/fifty dollars (\$50) family and 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, Over-age Dependent Student coverage, annual prostate examination coverage, two thousand two hundred fifty dollars (\$2,250) bundle cap for chiropractic, acupuncturist, podiatrist, chiropodist, naturopathic, homeopathic, physiotherapy, osteopath, dietitian, and or massage per calendar year, per person. Psychologist, Social Worker, Counsellor, Master of Social Work, Psychoanalyst, Psychotherapist, and/or Psychiatrist visits of seven hundred dollars (\$700) (bundle) per calendar year, per person. 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 include glasses, safety glasses, and contact lenses. Employees, and their dependents, shall be entitled to an eye exam every two (2) calendar years with a cap of one hundred and thirty dollars (\$130) per family member. Employees may use their two (2) calendar years allotment towards a one-time laser eye surgery treatment. The Employer shall pay one hundred percent (100%) of the cost. The Plan shall provide over-age dependent student coverage.

c) Dental Plan

The Employer agrees, upon completion of the probationary period, to provide eligible employees, and their dependents (including over-age dependent students), with a Dental Plan equivalent to Liberty Health #9 at 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 Pitt and Fissure Sealant, nine (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 per person. The Employer shall pay one hundred percent (100%) of the cost.

**15.03** Group Life Insurance

All eligible employees, upon completion of the probationary period, shall be entitled to group insurance representing approximately two and one-half (2½) their annual wage and dependent coverage of fifteen thousand dollars (\$15,000.00) for spouse and fifteen thousand dollars (\$15,000.00) per child. The Employer shall pay one hundred percent (100%) of the cost.

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.

**15.04** Payment of Benefit Premiums

- a) Employees who have been absent in excess of one (1) month 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 15, for a period of twelve (12) months after an employee has exhausted their sick leave, or for thirty (30) months after an employee goes on Long Term Disability. The Employer agrees to maintain the benefits as outlined in Article 15 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. Long Term Disability benefits are subject to the terms and conditions of the carrier and its master policy.

**15.05 Retiree Benefits**

Future retirees shall have a Health Care Spending Account 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 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 plan 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.

**15.06** Every employee shall keep the Employer informed of changes in their marital status or number of dependents on a form provided by the Employer.

**15.07** The Employer shall not change benefit plans or benefit carriers unless the coverage is equal to or better than the existing coverage.

**15.08 Pension Plan**

Employees shall participate in the Ontario Municipal Employees Retirement System (OMERS) in accordance with the *Ontario Municipal Employees Retirement System Act*, as amended from time to time.

## **ARTICLE 16 – HOURS OF WORK**

**16.01** All employees shall work a forty (40) hour week. Business hours shall be defined between the hours of 5:30 a.m. and 2:00 a.m. of the next day in a seven (7) day period. Shift durations shall be defined as eight (8) hours or ten (10) hours. There shall be no splitting of shifts.

Lunches and breaks shall be as follows:

### **Eight (8) hour shifts**

Two (2) fifteen (15) minute paid rest breaks, one (1) in the morning and one (1) in the afternoon; and one (1) fifteen (15) minute paid lunch to be taken at the closest Employer facility that provides clean up and washroom facilities.

### **Ten (10) hour shifts**

Two (2) fifteen (15) minute paid rest breaks, one (1) in the morning and one (1) in the afternoon; and one (1) thirty (30) minute paid lunch to be taken at the worksite, provided the worksite includes clean up and washroom facilities.

Employees required to work a shift other than the day shift are entitled to have a thirty (30) minute paid lunch as part of their eight (8) hour day.

**16.02** There shall be no change to an employee's scheduled shifts unless the employee is provided with as much advance notice as possible, but in no case less than forty-eight (48) hours. If such notice is not given then the employee shall be paid at the rate of time and one-half (1½) for the hours worked, for the first shift so scheduled.

### **16.03 Earned Days Off (EDOs)**

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 Supervisor 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 working ten (10) hour shifts shall not be entitled to 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 of the applicable division in writing.

#### **16.04 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.

The Employer retains the right to send an employee home if, in the opinion of the Employer, the employee(s) are unable to function in a safe manner. Employees sent home shall be paid in accordance with the provisions of this Article.

### **ARTICLE 17 – OVERTIME**

- 17.01 a) If during an emergency or otherwise, as determined by the Manager, an employee works more than the hours prescribed herein per day or per week, such employee working on the day shift shall receive time and one-half (1½) for overtime worked

in excess of eight (8) hours up to midnight, and double (2) time for time worked after midnight up to their normal starting time.

- b) An employee required to work after the completion of the employee's normal shift shall receive time and one-half (1½) for the first eight (8) hours and double (2) time for any hours worked in the second eight (8) hour period.
- c) With the exception of rotating shift employees, an employee shall receive double (2) time for any overtime worked on Sunday.

Employees on a rotating shift shall receive double (2) time for any overtime worked on their second scheduled day off.

- 17.02** Employees scheduled to work, or called in to work on holidays listed in Article 11.03 (i) above, shall be paid time and one-half (1½) in addition to the regular rate of pay allowed to all employees for these holidays.

Notwithstanding the above, when an employee is scheduled to work, or called in to work on New Year's Day, Family Day, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Christmas Day or Boxing Day, they shall be paid double (2) time for all hours worked on the actual holiday in addition to the regular rate of pay allowed to all employees for these holidays. It is understood and agreed that there shall be no pyramiding of premiums.

- 17.03** If a full-time employee is contacted during nonworking 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 time spent at the commencement of operating any Employer equipment or from the time the employee reaches the Employer's premises, whichever occurs first, to leaving the Employer's premises or ceases operating Employer equipment, whichever is later at the end of the call-out.

If an employee receives a second call-out within two (2) hours of the start of the first call-out, the two (2) hours minimum payment shall not apply for the second call-out and the employee shall be paid only for the actual time spent on the second 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.

- 17.04** No employees covered by this Agreement shall be required to take time off in lieu of overtime worked. The Employer shall endeavour to distribute overtime as equally as possible. If an employee is mistakenly by-passed, they shall be offered the next overtime opportunity in their area for duties they normally perform.

- 17.05** a) Whenever employees are required to work unscheduled overtime in excess of one (1) hour beyond their normal workday shift, or after four (4) hours of work on a call-out, or after four (4) hours of overtime, the Employer shall supply for such employees, a meal allowance of eighteen dollars (\$18.00). If such members of the

Union are required to work for four (4) additional hours or more, at the end of each additional four (4) hour period they shall be provided an additional meal allowance of twelve dollars (\$12). A twelve dollar (\$12) meal allowance shall be provided if reporting up to at least one and one-half (1½) hours prior to the start of a shift.

- b) Payment under this Article shall be by direct deposit for the employee's next pay period.
- c) Employees are not eligible for an overtime meal if the overtime requirement is known in advance of the working day.

**17.06** If an employee is attending a training course, seminar, conference, workshop or other event where their participation is mandatory, or requested by the Employer, the employee shall be eligible for overtime for travelling to and from the destination of the event, and/or if the event lasts longer than the normal workday.

**17.07** Lieu Time

Employees shall have the option of banking overtime at the applicable rate, to be taken as time off. The following shall apply:

- a) Individual employees may not accumulate more than one hundred and twenty (120) hours in a calendar year. A maximum of eighty-five (85) hours can be used for time off in the calendar year.
- b) Seventy-two (72) hours notice shall be given for requesting time off, unless in an emergency situation. Requests for time off may be denied if coverage is not available without incurring overtime. Requests for time off shall not be unreasonably denied.
- c) Lieu time not used by December 31<sup>st</sup> shall be paid out with the exception of forty-four and one-half (44.5) hours which may be carried forward into the next year at the option of the employee.

In order to ensure a day off for a special function, where an employee would otherwise be denied due to operational requirements, the employee may elect to have the Employer cover the shift at the appropriate overtime rate set out in the Agreement. For clarity, if an employee had to work Sunday or their second day off to cover the overtime request, time would be deducted at the rate of double (2) time to the employee requesting the time off.

**17.08** Overtime Assignments

Overtime shall be defined as follows:

Carry over – Work that commences during regular hours that requires an employee to stay beyond the end of their shift to finish the job.

Call-in – Overtime that requires the employee to be called in outside of regular hours.

Double shift – Two (2) back-to-back shifts.

Tracked overtime – Overtime accrued at a rate of one and one-half (1 ½) times or double (2) time shall be tracked and recorded at the appropriate overtime rate. For clarity, 4 hours at 1 ½ times = 6 tracked hours and 4 hours at 2 times = 8 tracked hours. Work refused shall be tracked against the employee with the exception of overtime on a statutory holiday.

Sections are defined as follows:

Arenas, Facilities, Forestry, Horticulture, Parks, Sports Fields, Pools

Overtime Assignment Procedure

- Overtime shall be offered in order of the least number of tracked overtime hours in accordance with the procedure. When the number of tracked overtime hours is equal, the senior employee shall be called.
- New employees shall be placed on the overtime list based on the year-to-date average number of tracked overtime hours.
- Any employee mistakenly bypassed shall be offered the next available overtime opportunity.

Carry over overtime shall be offered as follows:

1. The employee who commenced a job during their regular shift shall be offered the overtime to complete the job first, if required. When multiple employees are working on a job, overtime shall be offered in order of the least number of tracked overtime hours, until there are sufficient number of employees to complete the job.

Call-in overtime shall be offered as follows:

1. Qualified full-time employee who has completed their regular shift or is on a scheduled day off:
  - First in the section where the overtime is required;
  - Second in any other section.
2. Qualified Seasonal employee who has completed their regular shift or is on a scheduled day off in the section where the overtime is required.

If the above steps are completed and the overtime is still not assigned, the following procedure shall be followed:

Double shift overtime shall be offered as follows:

1. Qualified full-time employee:
  - First in the section where the overtime is required;
  - Second in any other section.
2. Qualified Seasonal employee:
  - First in the section where the overtime is required.

If overtime is not assigned above, overtime will be offered to qualified seasonal employees in other sections.

If overtime is still not assigned, overtime shall be performed by the least senior qualified seasonal employee, followed by the least senior qualified full-time employee.

The overtime distribution list shall be updated daily and posted weekly for employees to review for accuracy, with an electronic copy to the Union. The overtime distribution list shall be reset to zero (0) on January 1 of each year.

## **ARTICLE 18 – PREMIUMS**

- 18.01** Employees regularly performing shift work shall receive a premium of one dollar and seventy-five cents (\$1.75) per hour for working the evening shift and for working the night shift.
- 18.02** Evening shifts shall be defined as those shifts in which the major portion of hours worked occurs between 4:00 p.m. and 12:00 midnight. Night shift shall be defined as those shifts in which the major portion of hours worked occurs between 12:00 midnight and 8:00 a.m.
- 18.03** Those employees whose work week is scheduled to include a Saturday and/or Sunday, shall receive a premium of one dollar and seventy-five cents (\$1.75) per hour for actual hours worked on Saturday and Sunday.
- 18.04** Employees appointed to be on standby duty shall receive a premium of forty dollars (\$40) per day and when required to be on standby duty for holidays in accordance with Article 11, fifty dollars (\$50) per day.
- 18.05** Lead Hand Premium

The Employer may assign a Lead Hand. Employees assigned as the Lead Hand shall be the senior full-time permanent employee(s) in the section requiring a Lead Hand. In the case where there is no full-time employee available in a section, seasonal employees in that section may be assigned as a Lead Hand. An employee has the right to decline the assignment. Employees assigned as Lead Hand shall receive a premium

of two dollars (\$2.00) per hour for the actual hours worked. Lead Hands are responsible for overseeing the job site, including but not limited to:

- overseeing a group of employees;
- ensuring tasks assigned to the team are completed;
- coordinating between Supervisors and employees;
- ensuring the health and safety of any employees at that job site.

### **ARTICLE 19 – GENERAL CONDITIONS**

- 19.01** The Employer reserves the right to utilize Employer-owned equipment to the best advantage of the operation.
- 19.02** Sanitary toilets, soap, washbasins and lunchroom facilities shall be provided. Such facilities shall be kept clean.
- 19.03** Employees shall be provided with short coat and trousers (rainwear), insulated rubber boots, gloves and orange safety or blue coveralls when required or bib coveralls if desired. Such equipment will be signed for by each employee to whom it is issued or supplied and such person shall be charged with the responsibility of taking good care of the property, including cleanliness.
- 19.04** The Employer shall post on the bulletin boards, a copy of all orders, regulations, and/or instructions, affecting working conditions of the employees. Such orders, regulations, and/or instructions shall be emailed to the President and Secretary of the Union.
- 19.05** Employees hired under a Senior Government make-work program shall not be subject to any of the terms of this Agreement. It is understood that the Employer's participation in these programs will not as direct result, cause the layoff of permanent employees.
- 19.06** All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the General Manager of the division (with a copy to the General Manager, Corporate Services or designate), the President and the Secretary of the Union, unless appropriate to do otherwise.
- 19.07** Permanent employees shall receive an annual allowance of two-hundred and fifty dollars (\$250.00) for C.S.A. approved footwear (green patch) with the electric shock resistant rating (ohm patch). Payment shall be by direct deposit on the employee's pay in January.
- 19.08** An 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 Division. Unless related to a disciplinary matter, such requests shall not exceed twice per year.

**19.09** The employees entitled to protective clothing shall be allowed, at their option, to purchase this clothing or approved optional clothing. The total value of all purchases shall not exceed three-hundred dollars (\$300.00) plus applicable taxes. 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.

In January each employee shall receive a payment by direct deposit on the employee's pay to cover the work clothing.

Notwithstanding the above, the Forestry crew and those employees designated by the Employer to perform mechanical duties shall be provided safety overalls in accordance with Article 19.03.

**19.10** Employees shall immediately report to the Employer, the loss, suspension or downgrading of their driver's licence if it is a requirement of their job.

**19.11** 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 (\$150.00).

The Employer shall pay all costs associated with obtaining, and/or renewing all certificates, and licenses required by the Employer.

**19.12** An employee shall be given a copy of the employee's signed performance appraisal.

**19.13** 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 2713 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.

**19.14** Copies of the Agreement

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

**19.15** Bulletin Boards

The Union shall be accorded the right, and space shall be made available to have notices of Union business posted on all bulletin boards as may be approved by the Employer.

**19.16** Any employee who is requested by management to use the employee's car on Employer business shall be reimbursed at the rate of sixty-five cents (65¢) per kilometre.

**ARTICLE 20 – VIOLENCE & HARASSMENT**

- 20.01** 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*.
- 20.02** 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*.
- 20.03** 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.
- 20.04** 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.
- 20.05** 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 5.01. Such meeting shall be held during regular working hours.
- 20.06** 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.
- 20.07** 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.

**ARTICLE 21 – WAGE RATES**

- 21.01** The wage schedule is effective as noted in Schedule A of this Agreement.
- 21.02** 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 wage schedule attached hereto.
- 21.03** An employee temporarily assigned to a higher paid job, except for learning purposes, shall receive the higher rate providing the following conditions prevail:
- a) the employee works two (2) continuous hours or more in the higher paid job in which case the employee shall receive the higher rate for half a shift;
  - b) the employee works fifty percent (50%) or more of their hours in the higher paid job in which case the employee shall receive the higher rate for the full shift. Shift shall mean any period of continuous hours worked.

When the employee returns to their regularly assigned job, their rate of pay shall revert to that assigned for that job.

- 21.04** If an employee replaces temporarily a lower paid employee in another capacity the employee shall continue to receive their regular rate of pay. This Article does not apply in the accommodation of an employee who has lost their drivers licence.

**ARTICLE 22 – DURATION OF AGREEMENT**


- 22.01** This Agreement shall become effective on the first (1<sup>st</sup>) of January, 2024 and shall remain in effect until the thirty-first (31<sup>st</sup>) day of December, 2026, and from year to year thereafter unless amended or terminated as provided herein.

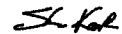
Any time within ninety (90) days prior to the termination date, either party may give notice to the other party that it desires to terminate or amend the Agreement. If neither party gives notice, the Agreement shall be automatically renewed for one (1) year.

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Signed electronically by the Parties on this 3<sup>rd</sup> day of March, 2025:

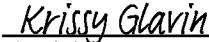
**FOR THE UNION**


  
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Jorge Paiva (Feb 26, 2025 08:40 EST)


  
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Shawn Keck (Feb 27, 2025 11:40 EST)

  
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**FOR THE EMPLOYER**

  
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Krissy Glavin (Mar 3, 2025 09:35 EST)

  
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Tom Burnard (Feb 28, 2025 09:05 EST)

  
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Tammy Broer (Feb 26, 2025 18:07 EST)

**SCHEDULE A**

<b>CLASSIFICATION</b>	<b>January 1, 2024 (3.2%)</b>	<b>January 1, 2025 (3.2%)</b>	<b>January 1, 2026 (3.2%)</b>
<b>GRADE I HOURLY RATES</b>			
<b>Probationary Labourer</b>	22.56	23.28	24.02
<b>Seasonal</b>	22.56	23.28	24.02
<b>GRADE II HOURLY RATES</b>			
<b>Labourer</b>	27.15	28.02	28.92
<b>GRADE III HOURLY RATES</b>			
<b>Probationary Rate</b>	29.13	30.06	31.02
<b>General Maintenance 1</b>	29.56	30.51	31.49
<b>GRADE IV HOURLY RATES</b>			
<b>Probationary Rate</b>	30.28	31.25	32.25
<b>Farm Attendant</b>	30.71	31.69	32.70
<b>Horticulturist</b>	30.71	31.69	32.70
<b>General Maintenance II</b>	30.71	31.69	32.70
<b>Playground Equipment Inspector</b>	30.71	31.69	32.70
<b>Pool Operator</b>	30.71	31.69	32.70
<b>Arborist</b>	30.71	31.69	32.70
<b>GRADE V HOURLY RATES</b>			
<b>B Ticket Operator Probationary Rate</b>	31.31	32.31	33.34
<b>B Ticket Operator</b>	31.74	32.76	33.81
<b>GRADE VI HOURLY RATE</b>			
<b>Assistant Supervisor</b>	35.40	36.53	37.70
<i>The Assistant Supervisor will work alongside their coworkers to complete assigned tasks.</i>			

## **APPENDIX A – 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 shall 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 employer and bargaining agent representatives where information can be exchanged and views and advice on workplace issues obtained.

### **Composition and Structure**

The LMC shall be structured as follows:

- |                            |  |
|----------------------------|--|
| Employer Representatives:  | <ul style="list-style-type: none"><li>• Manager, Human Resources</li><li>• Labour Relations Advisor</li><li>• Manager, Facility Services</li><li>• Manager, Parks and Recreation</li></ul> |
| CUPE 2713 Representatives: | <ul style="list-style-type: none"><li>• President, CUPE 2713</li><li>• Vice President, CUPE 2713</li><li>• Secretary, CUPE 2713</li><li>• Treasurer, CUPE 2713</li></ul>                   |

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:

- Bi-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 and Costs

LMC meetings will be held at City Hall on the second Thursday of every other month during regular work hours. 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 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:**

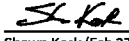
Bastien	Jane	CUPE 2713
Sicard	Gilles	CUPE 2713
Steadman	Tim	CUPE 2713

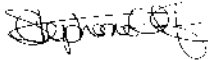
Current retirees of CUPE local 2713 shall have their post-retirement benefits frozen based on the date of ratification of the last Collective Agreement. These benefits shall reflect any recent negotiated changes.

It is understood that when the last retiree named above attains the age of 65, this Letter of Understanding will expire.

**FOR THE UNION**

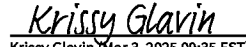
  
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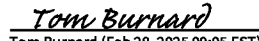
  
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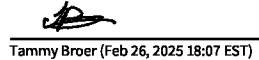
  
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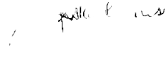
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**FOR THE EMPLOYER**

  
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Tom Burnard (Feb 28, 2025 09:05 EST)

  
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**LETTER OF UNDERSTANDING**


**LOU #2 – BOOT/CLOTHING ALLOWANCE**

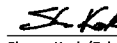
Whereas the Union and the Employer wish to mutually address the issue of entitlement to clothing/boot allowance specified in Articles 19.07, and 19.09 of the current Collective Agreement in order to reduce or eliminate any future disputes on the issues. Further, to provide for policies and procedures for such allowances in accordance with the Collective Agreement, they mutually agree as follows:

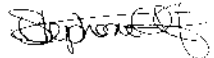
1. All employees shall receive payment for the above noted allowances in the time lines specified except in the following circumstances:
  - a) The employee is in receipt of Long Term Disability Benefits.
  - b) The employee is in receipt of Canada Pension Disability Benefits.
  - c) The employee is 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**

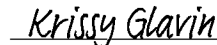
  
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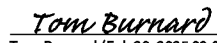
  
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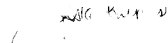
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**FOR THE EMPLOYER**

  
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Tom Burnard (Feb 28, 2025 09:05 EST)

  
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Tammy Broer (Feb 26, 2025 18:07 EST)

  
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Tammy Broer (Feb 26, 2025 18:07 EST)


**LETTER OF UNDERSTANDING**

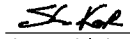
**LOU #3 – CLOTHING ALLOWANCE COMMITTEE**

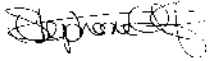
The parties agree to establishing a committee comprised of representatives from the Union and Management to review the clothing allowance/issuance. The committee shall explore options to improve uniformity, professionalism and reflect corporate branding in work clothing. Each party shall be represented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

  
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Jorge Paiva (Feb 26, 2025 08:40 EST)

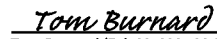
  
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**FOR THE EMPLOYER**

  
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Tom Burnard (Feb 28, 2025 09:05 EST)

  
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Tammy Broer (Feb 26, 2025 18:07 EST)

  
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Lisa Burns

**LETTER OF UNDERSTANDING**

**LOU #4 – STANDBY LIST**

The signatures affixed hereto constitute acceptance of the parties to the following:

The Employer shall implement a voluntary standby program utilizing employees of the bargaining unit to respond to emergencies for the period starting at the end of the regularly scheduled day shift and concluding at the start of the next regularly scheduled day shift subject to the following conditions:

**Minimum Requirements:**

- Eligible employees must have a minimum of two (2) years of full-time experience with the Employer;
- Employees must have successfully completed the approved standby learning module prior to being placed on the standby rotation list.

**Selection and Appointment to the Standby List:**

- The Employer shall provide notice of opportunity annually no later than September 1<sup>st</sup>, or as needed;
- Qualified employees shall submit their interest in writing no later than seven (7) calendar days from the date of notice of opportunity.

**Requirements for Standby Appointees:**

- Employees called in to work and required to attend a work site are required to be onsite no later than forty-five (45) minutes from time of the initial call;
- Employees that are appointed to the standby list but would like to remove themselves prior to September 1<sup>st</sup>, will be required to provide two (2) weeks written notice to their Supervisor, unless there are extenuating circumstances;
- Employees performing the functions of standby must be available for the duration of the standby period for which the premium applies, and shall not perform regularly scheduled hours of work during periods for which they are on standby, unless otherwise agreed to between the parties.

**Standby Complement and Scheduling:**


- The Employer shall endeavor to appoint no less than six (6) standby employees for the period of October 1<sup>st</sup> to September 30<sup>th</sup> of the following calendar year;
- In the event there are not six (6) qualified appointees the Employer shall rotate the standby employees weekly, based on the number of qualified appointees;

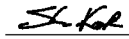
- Employees shall be allowed to switch standby shifts with another Employee on the standby list;
- The Employer shall endeavor to equally appoint standby employees from the sections for which the standby employee is responsible, as far as is reasonably possible. The sections include Arenas, Forestry, Horticulture, Parks, Sportsfields or Pools.

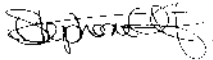
**Roles and Responsibilities:**

Work shall be performed in accordance with the approved standard operating procedures and protocols as defined in the standby manual.

**FOR THE UNION**

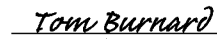
  
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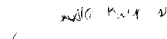
  
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**FOR THE EMPLOYER**

  
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**LETTER OF UNDERSTANDING**

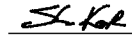
**LOU #5 – B-TICKET OPERATOR**

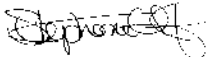
The Parties agree that if the Employer no longer requires a B-Ticket Operator, the position shall be deleted from Schedule A and any employees occupying the position at the time shall be entitled to green circling. To clarify, green circling means they shall continue to receive their current rate of pay at the time and all negotiated wage increases provided to the other employees in the bargaining unit now and in the future. The employees shall be reclassified as GM1.

It is understood that this Letter of Understanding shall be appended to the Collective Agreement and shall only expire on the cessation of the B-Ticket Operator position, and when the last employee who was green circled posts into another classification, or their employment is terminated. The parties agree that should this occur, the names of those employees green circled shall be added to this LOU.

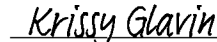
**FOR THE UNION**

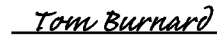
  
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Jorge Paiva (Feb 26, 2025 08:40 EST)

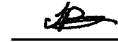
  
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Shawn Keck (Feb 27, 2025 11:40 EST)

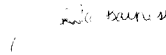
  
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**FOR THE EMPLOYER**

  
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Krissy Glavin (Mar 3, 2025 09:35 EST)

  
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Tom Burnard (Feb 28, 2025 09:05 EST)

  
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Tammy Broer (Feb 26, 2025 18:07 EST)

  
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**LETTER OF UNDERSTANDING**

**LOU #6 – CHIEF OPERATOR**

The signatures affixed to this Letter of Understanding (LOU) constitute agreement of the parties to the following on a without prejudice and precedent basis.

Given that the Employer has received exemption from the Technical Standards and Safety Authority (TSSA), the signatory responsibility of the Chief Operator position at the Progressive Auto Sales Arena (PASA) shall be performed by the most senior General Maintenance II employee in possession of B Ticket certification.

The Employer agrees to pay the employee a premium of two dollars and twenty-five cents (\$2.25) per hour on all hours worked in addition to any other premium the employee may be entitled to under the Collective Agreement.


This LOU shall be in effect from March 1, 2024, and shall be in place until the current refrigeration plant at PASA is decommissioned and/or the TSSA retracts or modifies its approval, whichever comes first.

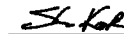
Should the Employer require a Chief Operator subsequent to the decommissioning of the refrigeration plant at PASA and/or the TSSA retracts or modifies its approval:

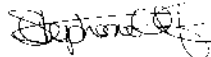
- The position shall be posted in accordance with Article 9 of the Collective Agreement;
- The wage rate for the position shall be jointly negotiated between the parties and shall be added to Schedule A in the next round of collective bargaining. It is understood and agreed that such wage rate shall not be less than a two dollar and twenty-five cent (\$2.25) increase to the base rate.

In the event the position is not filled prior to the decommissioning of the plant and/or the TSSA retracts or modifies its approval, the incumbent will retain all rights under this LOU until the recruitment process is complete.


**FOR THE UNION**


  
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Jorge Paiva (Feb 26, 2025 08:40 EST)


  
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Shawn Keck (Feb 27, 2025 11:40 EST)

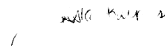
  
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**FOR THE EMPLOYER**

  
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Krissy Glavin (Mar 3, 2025 09:35 EST)

  
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Tom Burnard (Feb 28, 2025 09:05 EST)

  
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Tammy Broer (Feb 26, 2025 18:07 EST)


  
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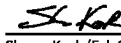
**LETTER OF UNDERSTANDING**

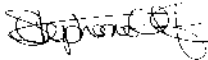
**LOU #7 – MARKET WAGE RATE ANALYSIS**

The Employer agrees to conduct a market wage rate analysis for all positions within Schedule A during the 2025 calendar year.

**FOR THE UNION**

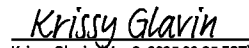
  
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Jorge Paiva (Feb 26, 2025 08:40 EST)

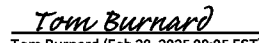
  
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Shawn Keck (Feb 27, 2025 11:40 EST)

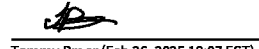
  
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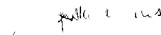
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**FOR THE EMPLOYER**

  
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Krissy Glavin (Mar 3, 2025 09:35 EST)

  
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Tom Burnard (Feb 28, 2025 09:05 EST)

  
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Tammy Broer (Feb 26, 2025 18:07 EST)

  
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