

# COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF SARNIA**



AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 153**

***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 12<sup>th</sup> day of March, 2025.  
between

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

*OF THE FIRST PART*

and

The Canadian Union of Public Employees and Its Local 153  
*hereinafter referred to as the "Union"*

*OF THE SECOND PART*

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## **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 deemed permanent upon completion of one-thousand and forty (1040) regular hours of satisfactory service.

Where necessary, the Employer may request an extension to the probationary period, not to exceed three-hundred and forty-seven (347 hours), for an individual employee. Such extension shall not be effective until confirmation in writing is received from the Union, and such confirmation shall not be unreasonably withheld.

- c) Whenever the words "temporary employee" are used it shall mean an employee hired by reason of special or known seasonal work. Such employee, if continuing in the Corporation's employ on such work, shall become a permanent employee after the completion of six (6) consecutive months of employment. An extension of the above-noted time limits may be granted with the permission of the Union.

Notwithstanding the above, when a temporary employee is absent due to illness or injury or any other reason exceeding four (4) weeks, the temporary period shall be extended by such period of absence beyond four (4) weeks.

An extension of the above-noted time limits may be granted by mutual agreement of the Employer and the Union.

- d) Whenever the words "permanent employee" are used it shall mean a probationary employee who has satisfactorily completed their probationary period and a temporary employee who has satisfactorily completed one-thousand and forty (1040) regular hours 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) Whenever the words student employee are used it shall mean a student who is employed during the school vacation period.

Students shall be eligible for the provisions of the Collective Agreement except for the following:

Articles 5.03, 5.06, 9, 10, 11 (in accordance with the *Employment Standards Act*), 12, 13 (with the exception of 13.01), 14 (with the exception of 14.02), 15, 18.03, 18.04, 18.06, 18.07, 19, 20.08 and Schedule A (wage rate to be agreed between the parties).

Other provisions that do apply to students: prior to hiring students, the Employer shall consult with the Union regarding their utilization.

Students shall be offered overtime only when all other avenues have been exhausted. For greater clarity, the following order shall be followed when offering overtime:

- a) Present on duty full-time employees.
- b) Employees off on an Earned Day Off (EDO) if overtime is required on a Friday.
- c) Full-time employees off on vacation. If after contacting employees in the above order no one responds to the overtime call, then,
- d) Students (only for work for which they are capable of performing).

Students shall be restricted to the following: labourer's work such as clean up roadside, clean walkways, cold mix labour, dry weather restrictor maintenance, painting building, helping painters on road paint, and odd jobs related to the labourer position.

- g) 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.

## **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 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 provision of this Collective Agreement by reason of any grounds prohibited under the *Ontario Human Rights Code*, nor by reason of the employee's membership or activity in the Union.
- 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 or 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.

### **ARTICLE 3 – RECOGNITION**

- 3.01** a) The Employer recognizes the Union as the sole collective bargaining agent for all employees in the Operation Section of the Works Policy Area. More specifically, classifications listed in Schedule A, save and except Supervisor, Works, those above the rank of Supervisor, Works, Safety and Training Officer, Fleet Trainer, Environmental Compliance Coordinator, CMMS Technologist, Storeskeeper, Waste Management Coordinator, Water & Wastewater Compliance Inspector, office and clerical employees.
- 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 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 (CAO) 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.

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 Committee

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

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

The Committee shall be comprised of up to four (4) Union representatives, and up to

four (4) Management representatives, unless otherwise agreed. The Committee shall be consistent with the joint Terms of Reference which shall be incorporated into the Collective Agreement as Appendix 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** On commencement of employment, 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 its bylaws.
- 4.03** The Employers shall remit such amounts at the end of each month to the Treasurer of Local 153. The deductions shall be accompanied by a list, provided electronically, of the names of all employees from whose union dues and assessments were deducted, including union dues paid, monthly earnings, and employment status (permanent, probationary, temporary, student), 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.
- 4.05** The Union agrees to notify the Employer in writing of the employees who hold the following positions with the Union: President, Vice President, Secretary, Treasurer and Shop Stewards.

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

**5.01** Union Representation

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

- 5.02** When dealing with an employee on accommodation or return to work issues including but not limited to functional ability matters, the Employer shall ensure that a representative of the Union is present.

**5.03** Negotiating Committee

The Union has the right to appoint or otherwise select, a Negotiating Committee of not more than four (4) employees for the purpose of collective bargaining.

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.

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

**5.05** 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.

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

The Employer shall grant a leave of absence without pay to not more than four (4) employees, which shall not be unreasonably denied, with no more than two (2) employees from the same classification subject to the exigencies of duty to attend the Union convention, conference, seminar, education, training, union business, or school, provided the total amount of such leave shall not exceed sixty (60) working days in a calendar year. In such case the Employer shall continue to pay the employee(s) and bill back the Union for wages and mandatory benefits. The Union agrees to provide at least two (2) weeks notice prior to the date of the Union convention, conference or school, unless due to extenuating circumstances, it is impossible to do so. The President may request twenty (20) working days per calendar year. Such request shall not be unreasonably denied.

**ARTICLE 6 – GRIEVANCE PROCEDURE**

**6.01** Grievance Committee

The Union has the right to appoint or otherwise select, a Grievance Committee of not more than three (3) employees to represent an employee in a grievance meeting. With prior approval from the employee's Manager, Public Works or designate, reasonable time shall be granted for the employee to discuss a complaint with their Union, and for the Union to investigate the complaint.

**6.02** Grievance Procedures

- a) Within the terms of this Agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

- b) It is the mutual desire of the parties that complaints of employees be investigated and resolved as quickly as possible. It is understood that an employee has no grievance until the employee has first given their non-union Supervisor an opportunity of adjusting their complaint.

c) Policy Grievance

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

d) Informal Discussion

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

e) The Grievance Steps

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

Step 1

The grievance shall be presented in writing to the applicable Manager by the Union Representative within ten (10) working days of the date of the issue giving rise to the grievance. A meeting shall be held, within ten (10) working days of receipt of the grievance, between the Manager, the Union Representative, and the aggrieved employee(s), if desired. The Manager shall provide a decision in writing to the Union with a copy to the aggrieved employee(s) within ten (10) working days of the meeting. Should no satisfactory settlement be reached, the grievance may be forwarded to the next step.

Step 2

Within ten (10) working days of the Manager's decision at Step 1, the grievance may be submitted in writing to the General Manager or designate of the applicable division. A meeting shall be held within ten (10) working days of the receipt of the grievance between the General Manager of the applicable division or designate, the Union, and the aggrieved employee(s), if desired. The General Manager of the applicable division or designate shall provide a decision in writing to the Union with a copy to the aggrieved employee(s), and the National

Representative within ten (10) working days of the meeting. Should no satisfactory settlement be reached, the grievance may be forwarded to the next step.

**Step 3**

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

**Step 4**

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

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

**6.04** **Time Limits**

For the purpose of Article 6 and Article 7, 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.

**6.05** 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.

**6.06** It is understood that the General Manager, Corporate Services and/or the Chief Administrative Officer, 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 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 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 five (5) 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 as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.04** The Arbitrator shall not have 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 parties shall jointly bear the expenses of the Arbitrator.
- 7.08** 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 subsequent arbitration process.

## **ARTICLE 8 – DISCIPLINE & DISCHARGE**

- 8.01** The following are considered serious offences and are subject to expedited progressive discipline which may include termination:
- a) misrepresentation of an absence; or
  - b) knowingly the Employer's vehicle(s) without a valid driver's licence.
- 8.02** No employee covered by this Agreement shall be discharged or disciplined before proper 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 the meeting. The Union shall be notified and shall attend the meeting in accordance with Article 5.01.
- 8.03** If any employee is suspended, the investigation must be held within seven (7) days following the date of their suspension.
- 8.04** 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** A probationary employee shall have no seniority rights. Upon the probationary employee becoming a permanent employee, their seniority shall date back to the day on which their employment began. A temporary employee shall have no seniority rights and upon them becoming a permanent employee, their seniority shall date back to the first date of their last hire. Equal hire dates shall be determined by lottery.

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer since last date of hire. For identical dates of hire, the tie breaker shall be a lottery supervised by union and employer representative(s) and the employees with the identical hire dates. Seniority shall be used as specified in the Collective Agreement. Seniority shall operate on a bargaining-unit-wide basis.

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

**9.03** A correct seniority and trade classification list of all employees showing one classification only for each employee, giving the date of commencement of seniority, (and which may show as well, probationary employees) shall be sent electronically to the Union, and posted by the Employer every twelve (12) months, and as requested by the Union. Employees not satisfied with their classification have the right to initiate a grievance.

**9.04** 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 satisfactory explanation is provided to the Employer. 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 laid off for more than eighteen (18) months;
- f) fails to report to work upon termination of an authorized leave of absence except in extenuating circumstances, or utilizes a leave of absence for purposes other than for which the leave of absence was granted.

**9.05** Except as required by the pregnancy and parental leave provisions of the *Employment Standards Act*, statutory leaves, 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.

**9.06** Job Postings

When the Employer decides to fill a vacancy or a new position is created, 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. Within ten (10) working days after the closing of the posting, the President, and Secretary of the Union shall be advised of the Employer's decision. The successful applicant shall be subject to a maximum trial period of six-hundred and ninety-four (694) regular hours before the employee is confirmed in the job.

If during the trial period the employee requests to return to their previous job or it is decided that the employee's performance is unsatisfactory, they shall be returned to such previous classification providing no other employee in that classification is displaced, otherwise they shall revert to a labourer's position. Similarly, an incumbent whose position mandates certification and who has been provided training by competent instructors in exam preparation fails to obtain, after two (2) attempts at the earliest opportunity or, who refuses to co-operate to obtain the certificate(s) required by law for their classification shall revert to a labourer's position.

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

**9.07** Assistant Supervisor Position

a) Criteria

- Previous Call Duty experience with Public Works;
- Possess and maintain an Operator-in-Training (OIT) in Water Distribution and Wastewater Collection.

Should the Employer no longer require an OIT, or legislative changes negate the need for an OIT, the parties shall mutually agree to an alternate requirement.

b) Procedure

Management shall post a notice that opportunities for the Assistant Supervisor position are available. An employee interested in the Assistant Supervisor position shall submit their interest in writing to the Manager, Public Works or designate. The senior employee who applies for the position, and possesses the minimum criteria listed above shall be awarded the position.

The term of the positions shall be for five (5) years. A list of six (6) employees shall be established to fill the Assistant Supervisor positions, and these

opportunities shall be rotated to evenly distribute the work. At the end of the five (5) year term, the procedure to fill the positions shall re-commence as outlined above.

Should there be a vacancy prior to the end of the five (5) year term, the procedure to fill the position shall commence as outlined above, however, that vacancy shall only be filled for the remainder of the five (5) year term. If an Assistant Supervisor position is filled during the five (5) year term, the employee shall be placed on the list based on the average number of days charged for the other Assistant Supervisors at the time the employee commenced their Assistant Supervisor position.

- 9.08** 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 seniority and ability of the employee shall be the governing factors. Preference shall be given to that employee with the greatest seniority, provided that the employee has the ability to do the job efficiently.

The Union may at any time, contact the Manager, Public Works or designate or through the Manager, Public Works or designate, any other City official, to gain information concerning promotions which 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.

**9.09** Training

- a) All training required for an employee's classification shall be provided based on their start date in that classification, without undue delay.
- b) Employees may request training outside their classification in writing. The Employer, in consultation with the training committee, shall consider all training requests received. Training shall be approved subject to operational requirements, based on seniority, in the following order:
  - 1. Section;
  - 2. Outside their section.

An employee shall receive a reasonable period of training. During such training period, the employee shall be paid in accordance with their regular classification on the wage schedule. Training shall not be unreasonably denied.

- 9.10** Employees shall perform work of their own classification unless directed otherwise by the Employer. When an employee in a classification requiring a helper is absent, if necessary they shall be replaced by their helper in that classification provided the employee possesses the certificate(s) required by law and the ability to do the job efficiently.

**ARTICLE 10 – LAYOFF & RECALL**

- 10.01** a) Whenever it becomes necessary to reduce the employee(s), employees shall be laid off in order of reverse seniority for the classification that is surplus, providing the senior employee possess the ability and efficiency to fill the remaining positions. The Union shall be notified, in writing, of any potential layoffs as soon as the Employer becomes aware of the potential of a layoff, and in advance of the notification to the employee(s). The Employer and the Union shall meet within five (5) working days of the notification. The Employer shall provide the rationale for the layoff, expected duration, and agrees to consider any other feasible alternatives. The Employer shall provide written notice of layoff to the employee(s) who are to be laid off, with a copy to the Union, sixty (60) calendar days prior to the effective date of the layoff. If the employee is laid off prior to the end of the notice period, the employee shall be paid for the remainder of the notice period based on their regular working hours. Employees on layoff shall be recalled, in order of seniority, prior to hiring any new employees including temporary employees.

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

- b) A layoff shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work.

- 10.02** A representative of Human Resources shall meet with the employee to review and assist the employee in the selection of positions, and provide an up-to-date seniority list. The Union shall be notified and attend.

Probationary and temporary employees shall be laid off prior to any seniority employee being laid off, provided the seniority employee has the ability to do the work concerned.

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 displaced employee may bump a less senior employee, providing the displaced employee has the ability to do the job efficiently of the less senior employee. On this basis, an employee may bump upwards, downwards or laterally.
- b) 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.

- c) Employees who are deemed not to have the ability 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.

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

- 11.01**
- a) Employees who terminate their employment 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 continuous service who are on the active payroll of the Employer shall be granted an 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) Should an employee who has commenced vacation leave incur any illness or injury which requires treatment at a medical facility and which qualifies for sick leave in accordance with Article 12.02 (a), said time shall not result in a deduction from their vacation credits.

Any leave approved under this Article shall be converted to sick leave. The period of displaced vacation shall be taken at a time mutually agreeable between the employee and their Manager, Public Works or designate.

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

- 11.01**
- a) Employees who terminate their employment 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 an 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) Should an employee who has commenced vacation leave incur any illness or injury which requires treatment at a medical facility and which qualifies for sick leave in accordance with Article 12.02 (a), said time shall not result in a deduction from their vacation credits.

Any leave approved under this Article shall be converted to sick leave. The period of displaced vacation shall be taken at a time mutually agreeable between the employee and their Manager, Public Works or designate.

**11.02** An employee whose employment is terminated or who is laid off shall be granted a pro-rated lesser amount of vacation pay based on the period that the employee has been in the active employ of the Employer since that date on which they 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.

**11.03** Vacation Scheduling

- a) Vacations shall be given on a seniority basis. Starting at the top of the seniority list, each employee shall choose two (2) weeks of vacation at a time, providing no more than eight (8) employees are off in a one (1) week period.
- b) Time slots for vacation scheduling shall be March 1<sup>st</sup> to December 1<sup>st</sup> unless arrangements are made with management and shall not be unreasonably denied.
- c) All vacation requests must be submitted by February 1<sup>st</sup> of the calendar year with exception of forty (40) hours. These forty (40) hours must be scheduled by July 31<sup>st</sup> of the calendar year. The vacation schedule shall be posted not later than March 1<sup>st</sup> of each calendar year.

- d) Once the entire seniority list is completed, the process will start back at the top of the seniority list, allowing employees with more vacation remaining to their credit to choose available remaining weeks, allowing a maximum of ten (10) employees off in a one (1) week period, until the employee list is complete.
- e) The number of employees in the same classification allowed to take time off at the same time shall be determined by the Employer after consultation during a joint meeting with the Union.
- f) The Concrete and Mechanical employees, including the Heavy Equipment Operator assigned to Concrete, shall be excluded from the above and shall be scheduled on a seniority basis, subject to the Employer's approval.
- g) Sick leave converted to vacation in accordance with Article 11.01 g) shall be rescheduled at a time mutually agreeable to the Employer and the employee.
- h) Scheduling of vacations shall be done in conjunction with the Union and the Employer.
- i) Requests for vacation not previously declared in the vacation schedule shall be submitted for approval to the Manager, Public Works or designate at least twenty-four (24) hours in advance.
- j) Once vacations are posted, the scheduled vacation may not be changed unless mutually agreed upon. A request to change the vacation schedule shall not be unreasonably denied.

**11.04** (i) Regardless of the day upon which the holiday occurs, all employees shall be paid 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 Day or New Year's Day and as determined by the Employer, shall be recognized as a half ( $\frac{1}{2}$ ) a day holiday.
- (iii) In the event that a paid holiday falls on a Saturday or Sunday, employees shall be given the Friday before or the Monday following, as declared by the Employer, in lieu. 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.

**11.05** Employees called to work on holidays as listed above shall be paid double (2) time 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.

## **ARTICLE 12 – SICK LEAVE**

### **12.01 Accumulation of Sick Leave Benefits**

- a) All 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. Temporary employees are not entitled to sick leave.

In the case of a temporary employee who has completed six (6) consecutive months of employment, the employee shall be credited with seventy-two (72) hours of sick leave.

- 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 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) An employee shall be granted sick leave with pay provided that:
- i. The employee notifies their Supervisor as soon as possible, but not less than thirty (30) minutes prior to their starting time of their inability to be present;
  - ii. The employee has the necessary sick leave available; and
  - iii. When requested, the employee provides medical certification in accordance with Article 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 Manager, Public Works or designate when the absence due to illness exceeds three (3) consecutive days.
- b) Refusal to provide the requested information may result in no payment of sick leave until such time as the information is provided. Medical information shall be kept confidential between the Employer and the employee.
- c) The Employer shall reimburse any reasonable and customary costs for any medical certificate that is requested by the Employer. In the event the Employer requires additional information regarding the employee's functional abilities and/or requires an employee to undergo an Independent Medical Examination or an Independent Functional Abilities Evaluation, the cost of these medicals shall

be at the expense of the Employer. When the Employer requests that an employee undergo an Independent Medical Exam, 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, Public Works or designate, prior to returning from sick leave, it is the employee's responsibility to provide a completed Employer's Workers Ability Report to the Manager, Public Works or designate (when an absence due to illness exceeds three (3) days) confirming a fitness to return to work or restrictions if any 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) working 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.

**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** Employees shall co-operate in an early and safe return to work by providing to the Manager, Public Works, or designate all updates on any changes to their limitations and restrictions.

**12.07** Workplace Safety & Insurance Benefits & Top Up

- a) Permanent employees shall receive full net pay while on full temporary total disability Workplace Safety and 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 to not 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.

**12.08 Long Term Disability (LTD)**

- i. The Employer shall provide the employees with a (LTD) Plan providing the following:
  - a) After seventeen (17) consecutive weeks of illness or injury, employees shall apply for benefits under the LTD 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 LTD benefits prior to receiving LTD Benefits;
  - b) employees shall receive seventy-five (75%) percent of their basic salary to a maximum of seven-thousand five hundred dollars (\$7,500) 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 (LTD), 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 (LTD) in accordance with the plan. This Article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

**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, and father-in-law;
- Four (4) working days for: son in-law, daughter in-law, and grandchild; and
- Two (2) working days for: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparents, of the employee or spouse, or when acting as a pallbearer, any other person for whose physical and financial care the employee is responsible.

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, of the employee or

spouse, 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 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 or designate.

### **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(s) and/or treatment(s); 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 Chief Administrative Officer or the General Manager of the appropriate division.

### **13.03 Jury Duty**

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

## **ARTICLE 14 – LEAVE WITHOUT PAY**

**14.01** The Employer may grant a leave of absence without pay for reasons not outlined in this Agreement at its discretion.

### **14.02 Pregnancy & Parental Leave**

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the *Employment Standards Act*.

### **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 reservist leave provided the employee returns to their position, or a comparable position with the Employer.

**14.04** No leave shall be granted for the purpose of taking other employment for hire unless by mutual agreement of the parties.

**14.05** Requests for time off without pay shall be submitted for approval to the Manager, Public Works or designate at least twenty-four (24) hours in advance unless impractical to do so.

## **ARTICLE 15 – EMPLOYEE BENEFITS & PENSION PLAN**

**15.01** Exclusive of the provisions of Article 15.09, the Employer shall assume the payment of the premium costs for the benefits for employees and eligible dependents provided under Article 15 after the completion of the probationary period.

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

The Extended Health Care Plan 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, overage dependent student coverage, annual prostate examination coverage, two-thousand two-hundred and fifty (\$2,250.00) bundle cap for Chiropractic, Physiotherapy, Acupuncturist, Podiatrist, Chiropodist, Naturopathic, Homeopathic, Osteopath, Dietitian, and/or Massage per person, per calendar year. Psychologist, Social Worker, Counsellor, Master of Social Work, Psychoanalyst, Psychotherapist, and/or Psychiatrist visits of seven hundred dollars (\$700.00) (bundle) per person, per calendar year with no per visit maximum. Speech Therapist two hundred dollars (\$200) per person,

per calendar year. Hearing aid plan of five hundred dollars (\$500) per person, every thirty-six (36) months which shall include replacement batteries. 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 per twenty-four (24) months. Coverage shall include glasses and contact lenses. Employees may use the Vision Care Plan amount of five hundred dollars (\$500.00) towards a one-time laser eye surgery. In addition, coverage shall include an eye exam every twenty-four (24) months with a cap of one hundred and thirty dollars (\$130). The Employer shall pay one hundred percent (100%) of the cost. The Plan shall provide overage dependent student coverage.

c) Dental Plan

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

The above-noted plan shall provide for nine (9) month preventative check-ups for adults only and once (1) 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 (\$3,500.00) for each dependent child. 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) times 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 plan.

**15.04** Payment of Benefit Premiums

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 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 effective date of ratification 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);
- 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's benefits 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** All benefits are subject to the terms and conditions of the carrier and its Master Policy.

**15.09** Pension Plan

In addition to participating in the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System (OMERS) on being hired. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

**ARTICLE 16 – HOURS OF WORK**

**16.01** a) All employees shall work a forty (40) hour week Monday through Friday, consisting of five (5), eight (8) hour days. In the event the work week is rescheduled to Tuesday through Saturday, the fifth (5<sup>th</sup>) working day shall be considered the same as working the evening shift and the prevailing shift premium shall apply. For further clarification, the hours of 7:30 a.m. to 4:00 p.m. with fifteen (15) minutes for a paid lunch at the closest Employer facility that provides clean up and washroom facilities, shall be considered a regular workday.

b) Employees shall have a paid break in the morning and in the afternoon at the closest Employer facility that provides clean up and washroom facilities. Such break is not to exceed fifteen (15) minutes in duration. In the interest of good public relations these breaks will not be taken in restaurants or coffee shops except when specific permission is granted by the Supervisor. If any Employer vehicle is to be used to go to a restaurant or coffee shop for the purpose of having a break or to obtain coffee to be taken to the job, it will require the approval of the Supervisor.

Anyone contravening the rules as they apply to breaks and as set out above will be subject to disciplinary action.

c) The Employer has the right to schedule crews to work alternate eight (8) hour shifts with varying lunch breaks. When practical, up to three (3) days' notice, but in no case less than one (1) days' notice shall be construed as meaning notice not later than 4:00 p.m. the previous working day. When such notice is given, the people so affected shall be required to work at least three (3) days on an eight (8) straight hour shift or until the end of the work week, whichever is the lesser.

d) Notwithstanding anything in the foregoing, the Manager, Public Works or designate may schedule work crews for an eight (8) hour day during any hours of the day in order to make best use of the Employer's equipment and to provide efficient service to the public. However, lunch hours and number of hours off duty must be identical to the standard eight (8) hour working day; that is, an employee must be allowed fifteen (15) hours off duty between the time the employee clocks out and the time the employee clocks in, otherwise overtime shall be paid in accordance with the provisions of Article 17.02. From December 1<sup>st</sup> through to March 31<sup>st</sup>, the Employer may call the night crew in up to four (4) hours early.

- e) Prior to the implementation of winter operation shifts, and no later than October 1<sup>st</sup>, the Employer shall put up a notice for employees to volunteer. Prior to implementation, the Union shall be consulted for input as to how employees shall be chosen and scheduled.
- f) Those employees required to work a shift other than the day shift are entitled to have a thirty (30) minute paid lunch period as part of their eight (8) hour day.

#### **16.02 Earned Days Off**

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

1. Employees shall work an additional half (0.5) hour each day which is banked at straight time as an earned day off. Employees are entitled to a day (1) 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, Public Works, or designate had previously arranged to reschedule it to another day. If it is rescheduled, the day must be taken prior to their next EDO – no exceptions;
6. If an employee is off for three (3) weeks or longer for any reason, or on an accommodation working less than full-time hours, the employee is not entitled to an EDO during that period.

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

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

#### **16.03 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** An employee shall have the option of whether overtime worked shall be paid for at the appropriate overtime rate or banked in equivalent time off. If overtime is to be taken as equivalent time off, the time off shall be taken during the calendar year that it is earned. Time off request(s) shall not be unreasonably denied. An employee may carry forward the equivalent of forty-two and one-half (42.5) hours of lieu time into the next calendar year.
- 17.02** If it becomes necessary during an emergency or otherwise as determined by the Manager, Public Works or designate that an employee shall work more than the hours prescribed herein per day or per week, such employee shall be paid as follows:
- An employee shall be paid time and one-half (1 ½) for the first eight (8) hours that exceeds a regularly scheduled eight (8) hour shift.
  - Double (2) time for work within eight (8) hours of the start of their shift.
  - Double (2) time for any hours of work on Sunday with the exception of the first half hour (½) of the night shift on a Sunday. For clarification, the night shift shall be defined as being from 10:30 p.m. Sunday to 10:29 p.m. the following Sunday.
  - All overtime worked in January, February and December shall be paid at double (2) time.

**17.03** Overtime

- a) The Employer shall endeavour to distribute overtime as equally as possible. Overtime shall be defined as follows:

Call-in – overtime that requires an employee to be called in outside of regular working hours.

Extension of working day – overtime that requires an employee to stay on and work beyond their regular shift as a result of a new piece of work. A new piece of work shall be defined as a call received one (1) hour before the end of shift and shall be in accordance with the overtime call-in procedure below.

Carry-over (job continuity) – work that is being performed during regular hours that requires an employee to stay beyond the end of their shift to finish the job.

Assistant Supervisor – if the process for offering overtime begins prior to the end of the regular scheduled shift identified in Article 16.01 (a) (4 p.m. or earlier), an employee who performed work as an Assistant Supervisor shall receive the overtime rate based on the Grade 9 wage rate for all hours worked and cease at the conclusion of the same workday.

- i) Overtime as defined as call-in or extension of working day shall be offered as follows:
1. First by the classification needed within the required section, using low hours provided the employee meets the *Highway Traffic Act* requirements.
  2. Second, overtime shall be offered within the required section to fill the required classification, using low hours provided the employee is listed as qualified on the qualification list and meets the *Highway Traffic Act* requirements.
  3. Next, overtime shall be offered outside the required section, except the Mechanical Section, using low hours provided the employee is listed as qualified on the qualification list and meets the *Highway Traffic Act* requirements.
  4. Next, overtime will be offered to the Mechanical Section, using low hours provided the employee is listed as qualified on the qualification list and meets the *Highway Traffic Act* requirements.
  5. Finally, overtime shall be offered to temporary employees, using low hours provided the temporary employee is listed as qualified on the qualification list and meets the *Highway Traffic Act* requirements.
- ii) Overtime defined as carry-over or job continuity shall be offered to the employee who is performing the job regardless of whether the employee is permanent or temporary, so long as the estimated overtime worked by the

temporary employee does not exceed two (2) hours beyond their regular shift. Should this temporary employee decline the overtime, the overtime shall then be offered as outlined in 1 through 5 above.

Sections shall be defined as follows:

<u>Roads</u>	<u>Water</u>
<ul style="list-style-type: none"> <li>• Labourer</li> <li>• Painter</li> <li>• Painter Helper</li> <li>• Sign Maintenance Worker</li> <li>• Sign Maintenance Helper</li> <li>• Truck Driver</li> <li>• Asphalt Raker</li> <li>• Maintenance Standards Patrol</li> <li>• Light Equipment Operator</li> <li>• Carpenter</li> <li>• Concrete Maintenance Worker</li> </ul>	<ul style="list-style-type: none"> <li>• Water Meter Installer</li> <li>• Water Meter Maintenance Helper</li> <li>• Pipefitter</li> <li>• Pipefitter Helper</li> <li>• Water Operator and Maintainer</li> <li>• Utility Locate Technician</li> </ul>
<u>Sewer</u>	<u>Heavy Equipment</u>
<ul style="list-style-type: none"> <li>• Tile Layer</li> <li>• Tile Layer Helper</li> <li>• Combo Machine Operator</li> <li>• Combo Machine Operator Helper</li> </ul>	<ul style="list-style-type: none"> <li>• Heavy Equipment Operator</li> <li>• Loader Operator</li> </ul>
<u>Mechanical</u>	
<ul style="list-style-type: none"> <li>• Lead Mechanic</li> <li>• Fire Mechanic</li> <li>• Licensed Mechanic</li> <li>• Greaser and Oiler</li> <li>• Bodyman</li> </ul>	

- b) Temporary employees assigned to winter control shift work shall fall under the *Highway Traffic Act* call-in procedure prior to the beginning of their shift.
- c) When employees in a classification requiring a helper are not available for overtime, if necessary, they shall be replaced by the helper in that classification, or when there is more than one (1) helper in a classification, the helper with the lowest overtime hours shall be called first, provided the employee possesses the certificates required by law and is listed as qualified on the qualification list.

If no helper is available for overtime, then the other qualified employees shall be called in accordance with Article 17.

- d) If an employee declines to work overtime outside their classification this does not eliminate them from being asked within their own classification, however they will not be asked for any work outside their classification once they refuse for that particular overtime requirement. There will not be a second call to an employee that did not answer the initial call for overtime work until a four (4) hour period after the first call or due to the natural rotation of the call-out list.
- e) Due to legislative restrictions, employees shall only be called out for overtime for watermain breaks, sewer lateral or main repairs or snow plowing if they have more than four (4) hours available to work. An employee shall inform the Supervisor if the overtime offered may interfere with previously scheduled overtime.
- f) Hours worked or charged shall be reset to zero (0) for all employees four (4) times per year. Specifically, the reset shall occur on the last day of the following months: February, May, August, and November. If an employee refuses a call-out for overtime, such employee shall not be charged for all hours worked during such call-out.
- g) The foregoing is subject to the restrictions of the *Highway Traffic Act* and *Employment Standards Act*.
- h) Notwithstanding the foregoing, when an employee is acting as the call person, the employee shall be first called as required and such hours shall not be charged against such employee as are other overtime hours. The Employer shall be responsible for ensuring that an accurate record of overtime hours is maintained weekly, and available for review by all employees within Public Works.
- i) To accommodate the foregoing, the Employer shall maintain an overtime list with a rolling fourteen (14) day schedule to verify hours worked and eligible hours available for each employee. Employees are also responsible for keeping track of their own hours worked and available hours.
- j) New employees eligible for overtime shall be placed on the overtime qualification list based on the average hours charged for employees on said list at time of hire.

**17.04** Eligibility for Overtime During Leave with Pay

- a) Vacation (when employees are off for a minimum of one (1) full workday):
  - i) Employees are eligible for overtime up to 7:30 a.m. of the first day that scheduled vacation begins.
  - ii) Employees are not eligible for overtime again until midnight of the last day of vacation.
  - iii) In circumstances where the overtime list is exhausted, and the shift has not been filled, employees on vacation shall be called.

- b) Sick Leave:
  - i) Employees on sick leave are not eligible for overtime on the same day unless such leave is attributed to a medical appointment, or compassionate leave.
  - ii) Employees on sick leave who have not called to report themselves fit for work, will not be called for overtime.
- c) Bereavement Leave:
  - i) Employees on bereavement leave are not eligible for overtime.
  - ii) Employees on bereavement leave will not be called in for overtime in circumstances where the overtime list is exhausted.
  - iii) Employees may be called for overtime once their bereavement leave has ended, however, it is the employee's responsibility to ensure that the end of their bereavement leave is communicated to the Supervisor.
- d) EDO
  - i) Employees on an EDO are not eligible for overtime until the end of their EDO shift. However, they shall be called for a new piece of work as defined in Article 17.03.
  - ii) In circumstances where the overtime list is exhausted, and the shift has not been filled, employees on an EDO shall be called.

**17.05 Call-Out**

- a) If a full-time employee is contacted during non-working hours and is asked to report to work, they shall receive a minimum of two (2) hours pay at the appropriate overtime rate for all time spent performing the work.
- b) Time spent on a call-out shall be deemed to include the commencement of operating any Employer equipment while designated on standby or from the time the employee reaches the Employer's premises whichever occurs first, to leaving the Employer's premises or ceasing to operate any Employer equipment, whichever is later at the end of the call-out.
- c) If the employee receives a second call-out within two (2) hours of the start of the first call-out, the two (2) hour 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.

**17.06** Lieu Time

When an employee requests to bank overtime as lieu time, the following shall apply:

- a) Employees shall have the option of banking overtime at the applicable rate, to be taken as time off.
- b) Individual employees may not accumulate more than one hundred and eighty (180) hours in a calendar year. A maximum of eighty-five (85) hours can be used for time off in the calendar year.
- c) Time off shall be granted in accordance with departmental practices. Requests for time off in lieu of overtime shall be submitted for approval to the Manager, Public Works or designate at least twenty-four (24) hours in advance, unless impractical to do so. Requests for time off shall not be unreasonably denied.
- d) Time off in lieu is to be taken in the calendar year that it is earned unless specifically approved by the Employer.
- e) Employees shall be advised of unused lieu time by October 1<sup>st</sup> of each year.
- f) Hours banked not utilized by December 1<sup>st</sup> in the calendar year that it is earned shall be paid out with the exception of forty-two and one half (42.5) hours which may be carried forward into the next year. These forty-two and one half (42.5) hours are included in the one hundred and eighty (180) hours that may be accumulated in a calendar year.
- g) Banked time shall be paid out at the rate it was earned.
- h) Pay for time off in lieu of overtime worked is subject to OMERS contributions.

- 17.07** a) Whenever employees are required to work emergency overtime in excess of one (1) hour beyond their normal workday shift of eight (8) hours, or after four (4) hours of work on call-out or after four (4) hours of overtime, the Employer shall supply for such employees, a meal allowance to the value of seventeen dollars (\$17.00) including applicable taxes. 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 supplied an additional meal allowance up to the value of ten dollars (\$10.00) each including applicable taxes. A ten-dollar (\$10.00) meal allowance shall be provided if reporting up to at least one and one-half (1½) hours prior to the start of a shift.

Payment under this Article shall be by direct deposit on the employee's next pay period.

- b) When overtime work is being carried out by employees performing Truck Driver or Equipment Operator duties as defined by the *Highway Traffic Act (HTA)*, the Truck Driver or Operator must take their half-hour (½) hour meal break after four (4) hours of overtime worked. The Truck Driver and/or Operator must notify the Supervisor when and where their lunch break is being taken.
- c) All overtime meals are normally one-half (½) hour in duration.

- 17.08** If the employee is attending a training course, seminar, conference, workshop or other event where their participation is mandatory, or requested by the Employer, including to maintain their licence(s) and/or certificate(s), 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.

## **ARTICLE 18 – GENERAL CONDITIONS**

- 18.01** The Employer reserves the right to utilize City-owned equipment to the best advantage of the operation and will not restrict the use of equipment to any one (1) person or persons.
- 18.02** Sanitary toilets, soap, wash basins and lunchroom facilities shall be provided. Such facilities shall be kept clean.
- 18.03** Employees shall be provided with lockers, insulated rubber boots, insulated hip waders and gloves where appropriate. Such equipment shall 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.
- 18.04** 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. For new permanent employees, this amount shall be pro-rated, and shall be by direct deposit on the employee's first pay at the commencement of their employment. In addition, an employee who works thirty (30) days or more on the asphalt crew, or paint crew shall be entitled to an additional pair of boots, at a maximum cost of one hundred and seventy dollars (\$170) plus applicable taxes.
- 18.05** The Employer further agrees to post on the bulletin boards, a copy of all orders, regulations or instructions affecting the working conditions of the employees, and to send a copy to the Secretary of the Union.
- 18.06** Work Clothing

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) 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.

In January each year, coveralls shall be made available to those employees required to carry out dirty jobs including the Water Section (excluding Water Operator and Maintainer), Sewer Section, Paint Crew, and any other job as determined by management. Coveralls shall be made available to Water Operator and Maintainers

every other year. In addition, coveralls or pants and shirts shall be made available to mechanics. The Union may relay concerns to the Employer regarding concerns of quality and fit of such clothing.

- 18.07** Employees in the mechanical section may be required by the Employer to supply their own tools. When this is the case, the Employer shall pay a monthly allowance of eighty-five dollars (\$85.00).

For continued coverage under the Employer's existing insurance policy, an employee must provide an annual inventory with pictures of their tools by the first (1<sup>st</sup>) Monday in April and provide receipts to the Employer of tools purchased since the last inventory of their tools in April.

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

- 18.09** (i) Employees wishing to upgrade their skills through courses or seminars, may apply to the Public Works Superintendent as per City policy.
- (ii) Technological changes shall be discussed by the Labour Management Committee at least sixty (60) calendar days prior to the change being implemented. For greater clarity, technological changes to be discussed with the Labour Management Committee shall involve technology that impacts an employee financially or requires upgrading or training.

- 18.10** The Employer shall pay the renewal fee for an employee's driver's licence, Mechanic, and vehicle body restoration licenses along with water distribution and wastewater collection certificates with the Ministry of the Environment. An Employee's driver's licence shall be reimbursed only to the value of a D licence renewal. The Employer shall also pay the costs associated with the Z endorsement exam.

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

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 or if they are to use one of the Employer's vehicles for their job.

- 18.11** Correspondence

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

**18.12 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 153 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;
- vi) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

**18.13** 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.

**18.14** 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 to the employee.

**ARTICLE 19 – STANDBY PAY**

**19.01** The call-person during call-in periods, shall receive the grade five (5) rate as outlined in Schedule A, unless the call-person's regular rate is higher.

Call periods for the call-person which normally shall not exceed two (2) hours shall be for the performance of work of an emergency nature, examples include but are not limited to:

- a) Traffic and worker protection or the assisting of installation and removal of barricades, traffic signs, cones and any other related protective devices;
- b) Protection of cave-ins until a general work crew can be assembled;
- c) Protection of watermain breakages and waterworks failures until such time as a regular work crew can be assembled;
- d) Completing or assisting in the flushing, rodding, debris removal, road flooding and investigation of catch basins, sewer laterals and sewer mains;
- e) Filling or assisting in pothole maintenance and debris clean up on the roadway or boulevard area;
- f) Winter road maintenance in accordance with Public Works practices;
- g) Use of equipment necessary to perform general maintenance;
- h) Completing or assisting in the water related duties of valve turning, hydrant flushing and service maintenance, turn on/offs, frozen services, low pressure, dirty water complaints;
- i) All related documentation required.

All duties must be performed by a qualified operator of the required task.

Subject to the foregoing, the call-person may constitute part of a crew and provided that where a crew is required, the appropriate number of calls within that classification shall be made.

- 19.02** A call duty roster showing the name(s) of the employee(s) who will be on standby call for each week shall be posted annually on the bulletin board of Public Works.
- 19.03** The employee on standby duty shall respond to all calls outside normal work hours and shall be paid for as follows: each employee whose name appears on the standby duty roster shall be paid forty-five dollars (\$45.00) per day for each day of that particular week. Employees on the call duty roster shall be paid at the rate of fifty dollars (\$50.00) per day for each of the holidays mentioned in the Agreement and for any other statutory holidays declared. All hours worked by the standby crew shall be paid for at the regular overtime rate as set forth in this Agreement. The onus is on the employee to be available while on standby.

## **ARTICLE 20 – PAYMENT OF WAGES & PREMIUMS**

- 20.01** The wage schedule is effective as noted in Schedule A of this Agreement.
- 20.02** 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.
- 20.03** An employee when assigned to a higher paid job except for training purposes shall receive the higher rate provided the following conditions prevail:
- a) 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.
- 20.04** 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 driver's licence.
- 20.05** An employee shall be advised in a timely manner of any retroactive changes in their time card.
- 20.06** Lead Hand Premium
- An employee assigned by the Employer as Lead Hand shall be paid a premium of two dollars (\$2.00) per hour while working in the absence of the Supervisor, Works or Assistant Supervisor while supervising and working on a project.
- Calculation of the premium shall be for the duration acting as a Lead Hand or be handled by Article 20.03, whichever is greater.

**20.07 Training Premium**

An employee assigned by the Employer to train a minimum of two (2) employees at one (1) time shall be paid a premium of two dollars (\$2.00) per hour for the number of hours spent training.

**20.08 Shift Premium**

Employees regularly performing shift work shall receive a premium of one dollar and ninety cents (\$1.90) per hour for working the evening shift and for working the night shift.

Shift premium shall be paid for all scheduled hours, should any of the scheduled hours fall outside 7:30 a.m. to 4:00 p.m. Monday to Friday.

**ARTICLE 21 – VIOLENCE & HARASSMENT**

**21.01** 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 and Safety Act*.

**21.02** 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.

**21.03** 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.

**21.04** 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.

**21.05** 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.

**21.06** 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.

**21.07** 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 22 – DURATION OF AGREEMENT**

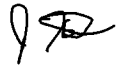
**22.01** This Agreement shall become effective on January 1, 2024, and shall remain in effect until December 31, 2026, and from year to year thereafter unless amended or terminated as provided herein.

At 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.

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Signed electronically by the Parties on this 12 th day of March, 2025:

**FOR THE UNION**



Dee Mac Donald  
Dee MacDonald (Mar 4, 2025 11:51 EST)

Mike Cason  
Mike Cason (Mar 4, 2025 07:43 EST)

Shane Robertson  
Shane Robertson (Mar 3, 2025 20:31 EST)

[Handwritten Signature]

**FOR THE EMPLOYER**

Tony D'Agostini  
Tony D'Agostini (Mar 5, 2025 15:21 EST)

[Handwritten Signature]

Bailey Jackson  
Bailey Jackson (Mar 12, 2025 08:44 EDT)

**SCHEDULE A**

		January 1, 2024 (3.2%)	January 1, 2025 (3.2%)	January 1, 2026 (3.2%)
	<b>Classification</b>			
0	Probationary Labourer	26.11	26.95	27.81
1	Labourer Janitor*	27.43	28.31	29.22
2	Combo Machine Operator Helper Water Meter Maintenance Helper* Painter Helper Pipefitter Helper Tile Layer Helper Sign Maintenance Helper	29.07	30.00	30.96
3	Greaser and Oiler* Helper with twelve (12) consecutive months experience	30.00	30.96	31.95
4	Truck Driver Maintenance Standards Patrol Light Equipment Operator Helper with twenty-four (24) consecutive months experience	30.75	31.73	32.75
5	Combo Machine Operator Sign Maintenance Worker Painter Pipefitter Tile Layer Heavy Equipment Operator Utility Locate Technician Water Meter Installer* Water Operator and Maintainer Concrete Maintenance Worker Loader Operator Truck Driver trained in wing plow or extended plow Asphalt Raker Call Person	31.82	32.84	33.89
6	Carpenter*	32.84	33.89	34.97
7	Bodyman*	34.44	35.54	36.68
8	Licensed Mechanic (2023 – wage rate adjustment. \$35.67)	36.81	37.99	39.21
9	Assistant Supervisor	37.41	38.61	39.85
10	Lead Mechanic (2023 – wage rate adjustment \$38.67) Fire Mechanic (2023 – wage rate adjustment \$38.67)	39.91	41.19	42.51

**Schedule A continued...**

Loader Operator if only capable of loading their own truck or working in the Public Works Yard, shall receive the Grade 4 rate.

Successful completion of an Employer endorsed certification or course offered by IMSA or equivalent and qualified as a Sign Maintenance Worker shall receive an additional two percent (2%) on their hourly rate.

IMSA or Equivalent – The Employer undertakes to review any new or revised certification courses offered by IMSA or equivalent association. If the Employer determines that another certification course is acceptable, upon successful completion of said course, employees shall receive an additional two percent (2%) on their hourly rate.

Level 1, 2, or 3 Water Certificate shall receive an additional two percent (2%) on their hourly rate.

Level 1, 2, or 3 Wastewater Certificate shall receive an additional two percent (2%) on their hourly rate.

\*Inactive position – wage rate shall be re-evaluated prior to re-activation.

## **APPENDIX A – LABOUR MANAGEMENT MEETINGS 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 Labour Management Committee**

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, Public Works</li><li>• Superintendent, Public Works</li></ul> |
| CUPE 153 Representatives: | <ul style="list-style-type: none"><li>• President, CUPE 153</li><li>• Vice President, CUPE 153</li><li>• Other Union Representatives as required</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 shall be held at City Hall on the fourth Thursday of every other month. Meetings may be re-scheduled on agreement from both parties. Meetings may be cancelled for July and August, by agreement from both parties.

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

Quorum

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

Agendas

LMC members are responsible for providing agenda items in sufficient time to permit for the distribution of the agenda and any supporting documentation at least one 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**

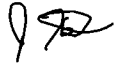
**Applicable to:**

Mc Govern	Mike	CUPE 153
Hicks	Richard	CUPE 153

Current retirees of CUPE local 153 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**



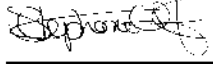
Dee MacDonald  
Dee MacDonald (Mar 4, 2025 11:51 EST)



Mike Cason (Mar 4, 2025 07:43 EST)



Shane Robertson (Mar 3, 2025 20:31 EST)

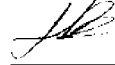


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**FOR THE EMPLOYER**

Tony D'Agostini

Tony D'Agostini (Mar 5, 2025 15:21 EST)



Bailey Jackson

Bailey Jackson (Mar 12, 2025 08:44 EDT)

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**LETTER OF UNDERSTANDING**

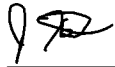
**LOU #2 – CLOTHING/BOOT ALLOWANCE**

Whereas the Union and the Employer wish to mutually address the issue of entitlement to clothing/boot allowance specified in Articles 18.04 and 18.06 of the current Collective Agreement in order to reduce or eliminate any future disputes on the issues. Further, to provide for policies and procedures for such allowances in accordance with the Collective Agreement, they mutually agree as follows:

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

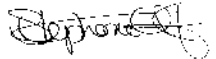
**FOR THE UNION**



Dee MacDonald  
Dee MacDonald (Mar 4, 2025 11:51 EST)

Mike Cason  
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Shane Robertson  
Shane Robertson (Mar 3, 2025 20:31 EST)



**FOR THE EMPLOYER**

Tony D'Agostini  
Tony D'Agostini (Mar 5, 2025 15:21 EST)



Bailey Jackson  
Bailey Jackson (Mar 12, 2025 08:44 EDT)

**LETTER OF UNDERSTANDING**

**LOU #3 – IMSA CERTIFICATION**

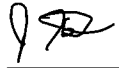
The parties agree that as a result of the cessation of IMSA Level 1 and 2 training in Ontario, those employees who are currently in receipt of the two percent (2%) on their hourly rate shall be grandparented until such time as the employee's employment has been terminated as per Article 9, or alternatively, a new certification course has been endorsed by the Employer. Those employees grandparented would be required to successfully complete the new certification course to maintain their two percent (2%).

The employees that are grandparented include:

BORODY, PAUL	O'HANLON, RICHARD	SIMONE, ROB
HORAN, KERRY	SMITH, JAMES	KEMMIS, KEVIN
LUPI, GIANI	ROBERTSON, SHANE	
MC CORMICK, MATTHEW	WILLIAMS, ALUN	

This Letter of Understanding shall expire on the cessation of employment of the above-noted employees.

**FOR THE UNION**



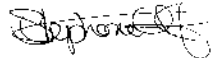
\_\_\_\_\_  
*Dee MacDonald*  
Dee MacDonald (Mar 4, 2025 11:51 EST)



\_\_\_\_\_  
Mike Cason (Mar 4, 2025 07:43 EST)



\_\_\_\_\_  
Shane Robertson (Mar 3, 2025 20:31 EST)



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**FOR THE EMPLOYER**

*Tony D'Agostini*  
\_\_\_\_\_  
Tony D'Agostini (Mar 5, 2025 15:21 EST)



\_\_\_\_\_  
*Bailey Jackson*  
\_\_\_\_\_  
Bailey Jackson (Mar 12, 2025 08:44 EDT)

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**LETTER OF UNDERSTANDING**

**LOU #4 – CLOTHING ALLOWANCE COMMITTEE**


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

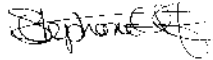
**FOR THE UNION**



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*Dee MacDonald*  
Dee MacDonald (Mar 4, 2025 11:51 EST)

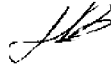
  
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Mike Casan (Mar 4, 2025 07:43 EST)

  
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Shane Robertson (Mar 3, 2025 20:31 EST)

  
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**FOR THE EMPLOYER**

*Tony D'Agostini*  
\_\_\_\_\_  
Tony D'Agostini (Mar 5, 2025 15:21 EST)

  
\_\_\_\_\_  
\_\_\_\_\_

*Bailey Jackson*  
\_\_\_\_\_  
Bailey Jackson (Mar 12, 2025 08:44 EDT)

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