

THIS AGREEMENT ratified the 25th day of June 2024.

BETWEEN:

**THE CORPORATION
OF THE CITY OF LONDON**

hereinafter called the "Corporation"

OF THE FIRST PART

-and-

**LONDON CIVIC EMPLOYEES
LOCAL UNION NO. 107**

(Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress)

hereinafter called the "Union"

OF THE SECOND PART

WHEREAS in the interest of the efficient conduct and administration of the City's affairs, it is desirable and necessary that there shall obtain harmonious relations between the City Council, the Heads of the Departments and the City employees, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service, security of tenure of employment and promotion within the service.

This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees. It is the desire of both Parties to cooperate in maintaining a satisfactory relationship between the Corporation and its employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions which may arise from time to time.

NOW THEREFORE, to effectuate the foregoing, the Corporation hereby covenants and agrees with the Union as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.1 The Corporation recognizes the Union as the exclusive bargaining agent for all the Corporation's employees in the Bargaining Unit known as the Outside Workers unit of the Environmental and Community Services Departments, save and except for the following:

- those employees of the Corporation who are represented as bargaining agent by Local No. 101 C.U.P.E. (Inside Workers), and by Local No, 220 Service Employees' International Union, Dearness Home, and by The London Professional Fire Fighters' Association
- those employees who are excluded from the Bargaining Units defined in the respective collective agreements between the Corporation and the said trade unions, except those employees in the Bargaining Unit hereby defined;
- those employees represented as bargaining agent by any other trade unions;
- those employees who regularly work less than 24 (twenty-four) hours per week, in non-classified jobs or;
- program staff who regularly work less than twenty-four (24) hours per week on non-classified jobs in the Community Services Department and Recreation Program staff employed between April 1 and Thanksgiving who work on non-classified jobs in the Community Services Department.

For the purposes of clarity, it is agreed that the following are also excluded from the Bargaining Unit hereby defined:

- those of the rank Supervisor, and all those above that rank.
- Security Guards within the meaning of Section 14 of the Labour Relations Act, 1995, as amended from time to time
- Registered Nurse

ARTICLE 2 - UNION SECURITY AND CHECKOFF

- 2.1 All present employees shall become or remain, as the case may be, members of the Union; and all persons who may hereafter become employees covered by this Agreement shall become members after 90 calendar days of employment (effective July 25, 2024, employees shall become members on commencement of employment) and shall maintain such membership, all as a condition of continuing employment.
- 2.2 Three times each month, so long as this Agreement continues to operate, the Corporation will deduct from the remuneration of each employee who is covered by this Agreement and to whom any remuneration is due in that month, an amount equal to one-half of their regular monthly Union dues or part thereof. The Union shall notify the Director, Human Resources of the Corporation in writing of the amount of such part thereof from time to time.
- 2.3 In addition to the dues in Article 2.2, the Corporation shall similarly deduct from the remuneration of each such employee such sum as may constitute the total of any

monthly assessments adopted by the Union as a contribution to the social and general welfare of the Union. The Union shall notify the Director, Human Resources of the Corporation in writing of the amount of any such assessments.

- 2.4 All sums deducted pursuant to this Article shall be remitted monthly by the Corporation to the Treasurer of the Union and such remittance shall be made within fourteen (14) calendar days following the deduction, together with a list of names of all employees from whose remuneration Union dues and assessments were so deducted. Effective July 25, 2024, the list of names shall also indicate the amount of union dues and assessments deducted for each employee, and the hourly rate in their base classification. The Corporation shall notify the Union once each month of all terminations of employment and of all newly hired employees.
- 2.5 The Union shall indemnify and save the Corporation harmless from and against all claims and demands brought or made against the Corporation by an employee as a result of the deduction and remittance by the Corporation to the Union of dues and assessments pursuant to this Article; provided that this section does not apply to a request by the Union for correction and adjustment of any error in the deduction or remittance of Union dues or assessments.
- 2.6 The Corporation will inform each new employee of the provisions of this Article and give each permanent employee, and each temporary employee hired for more than 9 weeks a copy of the Collective Agreement. During the first day at work the employees noted above will be introduced by a manager to the Union Steward.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.1 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to:
- hire, promote, demote, transfer, suspend (non-disciplinary) for proper cause; and
 - discipline, including but not limited to, suspension and discharge of an employee for just cause,
- provided that a claim of discriminatory promotion or demotion without proper cause, or a claim that an employee has been disciplined, including but not limited to suspension and discharge, without just cause, may be the subject of a grievance and dealt with under the provisions of Article 16 of this Agreement.
- 3.2 The Union further recognizes the undisputed right of the Corporation to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its plants or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time the rules and regulations to be observed by the employees, which rules and regulations shall not be contrary to the provisions of this Agreement.

- 3.3 The Corporation recognizes the foregoing Articles 3.1 and 3.2 are subject to such provisions, regulations and/or restrictions governing the exercise of these rights as are provided in this Agreement and are subject to the right of the Union and/or the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.4 Rules and regulations governing the Departments shall, from time to time, be consolidated and printed in pamphlet form at the expense of the Employer, and a copy thereof shall be distributed to each employee.

ARTICLE 4 - UNION MANAGEMENT RESPONSIBILITIES

- 4.1 All employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through petty grievances but will carry on with their work while any grievance is being investigated. Management shall not discriminate against any employee who has requested investigation into an alleged grievance, and all Parties hereto shall at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.
- 4.2 The Corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, ancestry, citizenship, ethnic origin, place of origin, disability, political affiliation, sex, marital status, sexual orientation, family status, gender identity, gender expression, record of offences, place of residence, nor by reason of their membership or activity in the Union, or for any other reasons.
- 4.3 The Corporation and the Union recognize that this Agreement is subject to all government regulations as they apply to employees who have served, are now serving, or may in the future serve in the Armed Forces.
- 4.4 The Corporation and the Union acknowledge that certain provincial and federal legislation is applicable to the employment relationship. Any greater right or benefit conveyed by such statutes shall prevail over the provisions of this Agreement.

ARTICLE 5 - UNION REPRESENTATION

- 5.1 Subject to Article 5.2 and 5.3(a) and (b), the Corporation shall recognize the following Committees of employees for the respective purposes shown:

THE BARGAINING COMMITTEE consisting of not more than five (5) employees, for the purpose of negotiating this Agreement and its renewal.

THE JOINT ACTION COMMITTEE shall consist of five (5) Union and five (5) Management representatives. The purpose of this Committee is to improve relations between the Corporation and its employees from the Bargaining Unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings.

Effective July 25, 2024, the following paragraph to replace the above paragraph:

THE UNION - MANAGEMENT COMMITTEE shall consist of three (3) Union and three (3) Management representatives. At least two (2) of the active Management members will be Human Resources Representatives and at least two (2) of the active Union members will be members of the Union's Executive. The purpose of this Committee is to improve relations between the Corporation and its employees from the bargaining unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings. This Committee shall not have jurisdiction over wages or any other matter relating to collective bargaining, including the administration of this Agreement. This Committee shall not supersede the activities of any other Committee of the Union, or the Corporation and it shall not have the power to bind either the Union, its members, or the Corporation to any decisions or conclusions reached in its discussions. This Committee shall have the power to make recommendations to the Union and to the Corporation with respect to its discussions and conclusions. Necessity for a meeting will be indicated by a communication from one party to the other containing an agenda of the subjects to be discussed. The parties shall meet at a mutually acceptable time.

JOINT JOB EVALUATION COMMITTEE consisting of not more than four (4) employees and not more than four (4) representatives of the Corporation to the intent that there shall be equal representation on this Committee.

THE GRIEVANCE COMMITTEE consisting of three (3) employees appointed for the purpose of dealing with Employee or Policy or Group Grievances.

THE SAFETY COMMITTEE shall be constituted in accordance with the Occupational Health and Safety Act, as amended from time to time or current practice as accepted by the Ministry of Labour.

CONTRACTING OUT COMMITTEE consisting of four (4) members of Union and up to four (4) members of Management for the purpose of exchanging information and views on contracting out.

RETURN TO WORK COMMITTEE consisting of three (3) members of the Union and up to three (3) members from the Corporation for the purpose of returning those employees from the Bargaining Unit with occupational or non-occupational disabilities or diminished capacity to gainful employment, with the main objective to return those

employees to their regular pre-disability work, and consider accommodation plans as applicable. Effective July 25, 2024, the parties shall have one (1) alternate member each but in no case shall more than three (3) members of the Union or three (3) members of the Corporation attend meetings.

EMPLOYEE DEVELOPMENT COMMITTEE consisting of two (2) members of the Union and two (2) members of Management for the purpose of addressing issues relating to employee training and development.

- 5.2 The Corporation will not be required to recognize or deal with employees on any of the Committees in Articles 5.1 unless those employees have acquired seniority under Article 6 and the Union has notified the Director, Human Resources in writing of the names of such employees and the Committees of which they are members from time to time. The Union will also notify the Director, Human Resources in writing on an annual basis or as changes occur, of the names of the Executive and Stewards of the Union. Effective July 25, 2024, the Corporation shall notify the Union in writing on an annual basis or as changes occur, of the names of the members of Management for the applicable committees outlined in Article 5.1.
- 5.3 (a) Subject to Article 21.3, duly elected members of the Union Executive or of any recognized Union Committee shall be granted time off for meeting with Corporation officials when such meetings are prearranged and conducted during normal working hours. Affected employee(s) shall be required to promptly notify their immediate Supervisor or in their absence, the Acting Supervisor, of such prearranged meetings, including the time, location, anticipated duration of the meeting and the name(s) of the Corporation official(s) with whom they will be meeting before leaving work.
- (b) Duly elected members of the Union Executive or any recognized Union Committee may be granted time off work during regular working hours for Union Committee meetings related to this Collective Agreement or for Union business related to activity outside this Collective Agreement but connected with this Union Local. In all such cases, such leave shall be without pay and with the permission of the Supervisor or in their absence, the acting Supervisor, which shall be obtained by the employee before leaving their work. When seeking permission, the employee shall advise their Supervisor/Acting Supervisor of the purpose, time, location and anticipated duration of the meeting/business to which they wish to attend.
- 5.4 A maximum of two (2) full time representatives of the Union may attend meetings of any Committees of employees.
- 5.5 An employee may be a member of more than one of the said Committees.
- 5.6 It is the policy of the Parties that all correspondence between them, other than grievances or correspondence arising out of grievances, shall pass to and from the

Director, Human Resources and the Secretary of the Union as soon as reasonably possible.

- 5.7 All agendas of the City Council and the Board of Control are to be sent to the Union at the same time they are sent to the members of the said Council and Board. All minutes, if any, of the meetings thereof are to be similarly sent to the Union, provided that the Union shall not be entitled to receive any such agendas or minutes concerning or relating to meetings of the said Council or Board which are held in camera.
- 5.8 **Union Representation**
Effective July 25, 2024, the Union shall be notified and shall attend meetings between an employee and the Corporation regarding accommodations, investigations, discipline, and discharge.
- 5.9 **Canadian Union of Public Employees Representation**
Effective July 25, 2024, the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees whom it may require in dealing or negotiating with the Corporation.

ARTICLE 6 - SENIORITY

- 6.1 Seniority shall be calculated on the basis of an employee's service within the Bargaining Unit, calculated from the date upon which the employee last commenced employment with the Corporation.
- 6.2 An employee shall be considered a probationary employee until they have worked sixty (60) days after which their name shall be placed on the Seniority List mentioned in Article 6.3 and their seniority shall date back to the date of their last hiring. Where multiple hirings occurred on the same date, the individuals will be placed on the seniority list in alphabetical order, using first their surname, and then, if necessary, their given name or names, and those first listed will be considered senior to those subsequently listed.

The Corporation will record the accrued service time of temporary employees and consider such accrued service in hiring new permanent full-time employees within the scope of this Collective Agreement.

The termination of employment, layoff or disciplining of a probationary or temporary employee is not arbitrable save and except as provided for in Article 23.1(d).

- 6.3 The Corporation shall maintain a seniority list showing each employee's name, payroll number, department, the date upon which seniority commenced and position classification. In January and July of each year, the Corporation shall revise the Seniority List and shall deliver copies to the Union and post a copy on all bulletin boards. Complaints about the accuracy of a Seniority List shall be considered within

thirty (30) days of the date of such delivery and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.

- 6.4 (a) For all posted job vacancies within this Bargaining Unit, where the skills and abilities of the employees involved are relatively equal, seniority shall govern in making the appointment.
- (b) The Union shall be advised in writing of any appointments to positions which have been bulletined or filled through the progression provisions. Such advice ill be given not later than ten days following the appointment.
- 6.5 In determining the length of service for the purposes of seniority, continuity of service shall not be considered interrupted if:
- (a) Absence from the Corporation's service is due to an illness or injury and attested to by a physician's or, effective July 25, 2024, Nurse Practitioner's certificate (up to a maximum of all sick leave credits and fifteen months thereafter).
- (b) Absence from the Corporation's service is due to a leave of absence granted by the applicable Deputy City Manager and the Director, Human Resources.
- (c) Absence from the Corporation's service is due to service in the Armed Forces.
- (d) Absence from the Corporation's service is due to service as a voluntary firefighter.
- 6.6 All seniority rights of an employee shall cease for any one of the following reasons:
- (a) they resign,
- (b) they are discharged and not reinstated through the Grievance or Arbitration procedures,
- (c) they fail to return from leave of absence without notifying the Corporation at least 24 hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible,
- (d) they are absent from work without permission for five (5) or more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Corporation to have been due to causes beyond the employee's control,
- (e) termination of sick leave and a 24-month period has occurred, providing that three months prior to that date, the Union, Employer and Employee will meet to consider the employee's permanent restrictions, prognosis and opportunities for permanently accommodated work.
- (f) they are retired pursuant to the terms of this Agreement or retires.

- (g) effective July 25, 2024, they fail to return to work from a leave of absence under Article 21.2 upon expiration of the leave, unless a reasonable explanation is provided.

6.7 An employee permanently transferred or promoted to a position with the Corporation outside this Bargaining Unit shall retain seniority earned to the time of such transfer or promotion subject to the following limitations:

- (a) While the employee remains in a position outside this Bargaining Unit such retained seniority shall have no application whatsoever.
- (b) If the employee is subsequently returned by the Corporation to the Bargaining Unit, seniority previously earned shall be restored and additional seniority shall begin to accrue.

Effective July 25, 2024, the following paragraph to replace the above paragraph:

If the employee is subsequently returned by the Corporation to the Bargaining Unit within one (1) calendar year, seniority previously earned shall be restored and additional seniority shall begin to accrue.

- (c) The vacation entitlement of a returned employee shall be reckoned with reference to the date of last hire (and shall not be based on seniority).
- (d) An employee returned by the Corporation to this Bargaining Unit shall be placed in the position classification of labourer and no permanent employee shall be laid off as the result of this action.

Effective July 25, 2024, the following paragraph to replace the above paragraph:

An employee returned by the Corporation to this Bargaining Unit within one (1) calendar year shall be placed in the position classification of labourer and no permanent employee shall be laid off as the result of this action.

ARTICLE 7 - JOB EVALUATION FOR THE PURPOSES OF RECLASSIFICATION, REVISION OF POSITION AND NEW POSITIONS

7.1 Job Evaluation ratings and consequent wage classifications as determined through the comprehensive review shall be maintained in accordance with the provisions of the Job Evaluation Booklet. The Parties agree that the Job Evaluation Booklet forms part of the Collective Agreement between the Parties, notwithstanding the fact that it is published in separate booklet form.

- 7.2 Schedule "A" to this Collective Agreement provides the agreed upon integration of job classifications to wage rates and steps. In addition, a listing will be maintained by the Human Resources Division, identifying the current classification for each job as determined by the Joint Job Evaluation Committee. A copy of this listing will be supplied to the Union upon request and, in any event, no less often than annually.
- 7.3 A database of Job Descriptions shall be maintained by the Human Resources Division. Finalized Job Descriptions will be consistent with the job duties, qualifications and other job characteristics as rated by the Joint Job Evaluation Committee. Upon request, the Human Resources Division will supply true copies of finalized Job Descriptions to the Union and/or to employees.
- 7.4 The Parties agree to meet quarterly on the second Thursday of each new quarter (effective July 25, 2024, monthly on the last Tuesday of the month) or more often as required.

ARTICLE 8 - STAFF CHANGES, ADDITIONS AND PROMOTIONS

- 8.1 (a) Whenever a new job is established in accordance with Article 7 or there is a permanent vacancy in any of the jobs covered by this Agreement and the Corporation proposes to fill such vacancy, the following shall apply:

Within (30) days the Director, Human Resources or designate will cause a notice of the permanent vacancy to be posted up on all bulletin boards in the workplace for a period of (8) working days. Any employee who has acquired seniority or any temporary employee within the meaning of Article 23 shall be entitled to make application for the posted vacancy. Notwithstanding, effective July 25, 2024, probationary employees may apply for permanent vacancies of a higher classification. Where a probationary employee is awarded a position in these circumstances, they will serve the remainder of their probationary period and the applicable trial period concurrently. A copy of each such notice will be sent to the Union on or before the date of posting. Vacancies and new positions not filled within thirty (30) days from the date of closing of the posting shall be reposted.

In this Agreement, the expression "permanent vacancy" means a vacancy caused by such events as promotion, resignation, retirement, or discharge, and does not include a vacancy caused by approved or authorized absence from work of an employee. If a vacancy is filled on an appointed basis for (4) months or more, and such vacancy is not caused by approved or authorized absence from work of an employee, or by another employee temporarily assuming other duties, the appointment must be discontinued, or the position is deemed a "permanent vacancy" and must be posted as a vacancy, regardless if such posting indicates the vacancy as permanent or seasonal.

Opportunities for the position of Labourer will be advertised in notices on bulletin boards and such notices will not constitute a job posting. Provided that if there is a permanent vacancy for a job in any such category, the Corporation will post up an announcement of such vacancy in order to draw the same to the attention of the employees.

The Corporation will post permanent vacancies which it intends to fill and the future date for the filling of these vacancies. The successful applicant will be selected and so advised but any changes in rate of pay will occur when the employee assumes the position posted.

- (b) The notice will contain the nature of the job, a summary of the job description, the number of employees required to fill the position, the required knowledge, education, ability, skill and qualifications, and the salary range or rate of pay, and shall state the present shift.

The Corporation will notify the Union if the most senior applicant to a bulletined position vacancy will not be appointed to any such vacancy. The notification will occur prior to the appointment of another employee.

The most senior applicant who possesses the required knowledge, education, ability, skill and qualification shall be given special consideration.

In filling vacancies and new positions, the Corporation shall consider the following factors:

- i) Seniority
- ii) Qualifications and ability to perform the work

When two (2) or more candidates for the vacancy are relatively equal with regard to the factors in (ii), seniority shall govern.

- (c) The Corporation may establish seasonal bulletins in the following job classifications:

- Asphalt Raker
- Concrete Finisher
- Traffic Maintenance Painter
- Tile Setter
- Waterworks Inspector
- Gardener

If the Corporation proposes to establish seasonal bulletins in any other job classification, or change the number of positions, the agreement of the Union must be obtained before the establishment of such bulletin, or such change in numbers. Such permission will not be unreasonably withheld.

Seasonal bulletins will be posted and filled in the manner set out for permanent vacancies. An employee who holds a seasonal bulletin will be paid the seasonal bulletin rate whether or not they also hold a full-time bulletin.

Seasonal bulletins are used where vacancies in the pre-noted positions will exist for part but not all of the calendar year, and where those vacancies are likely to re-occur in subsequent years.

Postings will indicate when the duties commence and conclude.

Successful applicants will automatically be re-appointed and shall perform the duties of the seasonal position in subsequent years or shall be deemed to have relinquished the seasonal bulletin.

Employees who successfully bulletin for new positions will be required to indicate upon successful completion of the trial period whether they elect to retain or relinquish the seasonal bulletin they currently hold.

Employees may only hold the following:

- a) one full-time bulletin
- b) one full-time plus one seasonal bulletin
- c) two seasonal bulletins providing they do not overlap
- d) one seasonal bulletin

Employees may hold more than one seasonal bulletin provided the commencement and duration of the individual bulletins were such that the employee would not be required to perform the duties of one position simultaneously with that of another.

At the conclusion of the seasonal bulletin the employees will return to their permanent job classification.

Positions will not be posted if required for less than four (4) months.

- 8.2
- (a) An employee who wishes to apply for any posted or announced job vacancy, within this Bargaining Unit, shall make application in writing to the Director, Human Resources on forms supplied by the Corporation for the purpose and in accordance with the terms of the notice.
 - (b) If there is no applicant or no successful applicant from the Bargaining Unit, the Corporation may then fill the permanent vacancy from outside.
 - (c) Whenever any permanent vacancy is filled, a notice containing the name of the employee promoted or the name of the newly hired employee, the position in question and the effective date of the appointment shall be posted on all bulletin boards for not less than (8) working days and a copy of such notice shall be forwarded to the Secretary of the Union as soon as practicably possible

following such appointment. The employee appointed will be paid in the new classification an hourly rate next higher to their previous rate. An employee who has performed the duties of the position for at least 520 hours during the preceding twelve (12) months will commence the duties of the position at the top rate.

- (d) The Corporation will post the vacancy caused by placing a successful applicant under the foregoing provisions of this Article, provided that Article 6.4 shall apply to the filling of any such subsequent vacancy.
- (e) The Corporation's policy regarding equity in employment opportunities and non-preferential treatment of applicants for hiring will include positions within the scope of this Collective Agreement.

- 8.3 (a) Any successful applicant shall be placed in the permanent vacancy for a trial period consisting of a minimum of two (2) weeks and a maximum of three (3) months. If the employee proves unsatisfactory during the trial period, or is unable to perform the new duties, they shall be returned to their former job at their former rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing and the Corporation in its discretion may appoint subsequent qualified applicants to the original bulletined position within thirty (30) calendar days following the return of the successful applicant to their previous position.

Effective July 25, 2024, where an employee makes a request in writing giving the reason for the request to revert during the trial period to the employee's previous position, the Corporation shall grant that request if:

- (i) the request is reasonable; and
- (ii) there would be no significant impact on the operational requirements of the Corporation if the request is allowed.

An employee shall only be permitted to revert once from the same position. The date of the reversion shall be at the discretion of the Corporation within the trial period or longer if the Union and the Corporation agree otherwise.

- (b) The status of a temporary employee who is so returned to their former job shall not be altered as a result of such placing and return nor shall the employee thereby acquire seniority, notwithstanding any other provisions of this Agreement.

8.4 Progression Classifications

- (a) Where a progression classification is indicated, progression of the senior incumbent in the progression classification to the higher classification will be automatic when a vacancy occurs and which the Employer intends to fill in the higher classification providing that the incumbent in the progression

classification has acquired the necessary knowledge, skills and abilities, including any required licenses or certifications. The following job classes are identified as progression classifications:

- From Traffic Sign Maintenance Helper to Traffic Sign Maintenance Person
- From Assistant Greenskeeper to Greenskeeper
- From Facility and Equipment Operator to Chief Operator
- From P.C.P Operations Helper to Shift Operator
- Effective July 25, 2024, from Water Distribution Operator 1 to Water Distribution Operator 2

- (b) In order to be deemed to have acquired the necessary knowledge, skills and abilities, the candidate for progression must have worked in the “from” job for a minimum length of time equal to a minimum of six months. In the event that there is not an employee in the “from” job with a minimum of six months experience, article 8.4 shall not apply.

8.5

- (a) In addition to the requirements in Article 6.3, the Corporation shall maintain and keep current a database of job descriptions. The Corporation shall ensure that the Union has access to this database in order that it may obtain copies of revised or new job descriptions. Subject to Article 7, the job descriptions mentioned in this Article do not form part of this Agreement and are intended for the guidance of the Parties.

- (b) Each permanent employee or new permanent employee shall be given a copy of the job description of their permanent classifications, and any employee, who is successful on a bulletin shall be given the job description of their new positions. Successful applicants will be advised in writing of appointment.

8.6 The Corporation may declare any job or position redundant. Jobs are listed under Schedule "A" to this Agreement; position(s) is (are) the authorized complement of a given job. The Union shall be advised in writing within (10) days of such declaration.

ARTICLE 9 - HOURS OF WORK

9.1

- (a) The normal work week, except for shift employees, shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal work day shall not commence before 7:00 a.m. nor finish later than 5:00 p.m.
- (b) Any variations during the term of this Agreement in the normal work week, normal work day or daily hours of work shall be negotiated between the parties.

- (c) There will be a twenty (20) minute paid lunch. Lunch periods may be on a staggered basis as arranged by the supervisor. An employee will not be required to work more than five (5) continuous hours without a lunch break.
 - (d) Employees shall be entitled to a fifteen (15) minute paid break period in each half of each normal work day or shift as the case may be.
- 9.2
- (a) The Corporation has the sole right to schedule shifts as required.
 - (b) In this Agreement, "shift" shall mean hours that any individual employee is scheduled to work outside of the normal work week or normal work day as described in Article 9.1(a).
 - (c) In this Agreement, "shift employee" means any employee whose normal hours of work are outside the normal work day or work week as described in Article 9.1 (a).
 - (d) Shift Premiums and Overtime – Under no circumstances shall any employee be entitled to receive both overtime payment and shift premium
 - (e) An employee shall be deemed to be employed on a rotating shift when the employee's regular hours of work change from day to day or week to week, or month to month or any combination thereof, in order to provide services twenty-four (24) hours a day for all or part of the year as may be necessary.
- 9.3
- Where a shift employee works outside the normal work day or normal work week as described in Article 9.1 (a), such employee shall be paid a shift premium of \$1.25 (effective January 1, 2024, \$1.50) for each hour worked on the shift between Monday and Friday inclusive and \$2.25 (effective January 1, 2024, \$2.50) for each hour worked on the shift between midnight Friday and midnight Sunday.
- 9.4
- If employees normally working a normal day per 9.1(a) are required to relieve on a regular scheduled shift they shall be paid as follows:
- (a) They shall receive sixteen (16) hours off prior to starting the relief shift, or they shall be paid at the applicable overtime rate.
 - (b) They shall receive the shift premium applying to the job in which they are relieving for all hours worked on the relief shift for which they do not receive overtime.
 - (c) They shall receive a minimum of sixteen (16) hours off prior to returning to their normal day work or receive the applicable overtime rate for the first day.
 - (d) When a shift employee is required to relieve or replace another shift employee, Article 9.4 (a), (b) and (c) shall apply.

- 9.5 (a) An employee shall be deemed to be on a relief shift when the employee regularly works a normal work week or normal work day as described under Article 9.1 (a) but is required to relieve or replace a shift employee.
- (b) When an employee is required to relieve or replace a shift employee, Article 9.4 (a), (b) and (c) shall apply.
- (c) The employee shall receive the applicable shift premium as would have been earned by the shift employee.
- (d) When returning to the original working schedule, Article 9.4 (a), (b) and (c) shall apply.

ARTICLE 10 - OVERTIME AND SURPLUS TIME BANK

- 10.1 (a) No employee shall be called to work more than (40) hours in any one week, or more than the daily hours identified in Articles 9.1 (a) and (b) except as it may affect the proper functioning of the Department in an emergency, or to provide adequate service. Determination of a state of emergency and the provisions of adequate service shall be at the discretion of the applicable Deputy City Manager or Designate.
- (b) Any scheduled overtime opportunities will be provided on an equitable basis by rotation by seniority among available and qualified employees in the following order of priority:
- (i) within the bulletin in the work crew;
 - (ii) within the bulletin in the work area (Work area includes but is not limited to Transportation Operations, Water Operations, Sewer Operations, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, Wastewater Treatment Operations, Solid Waste Collection Operations, Solid Waste Disposal and effective July 25, 2024, Downtown Operations. Work areas may be amended by the Corporation from time to time.)
 - (iii) within the bulletin outside the work area;
 - (iv) any available and qualified employee.

For the purposes of Article 10, work crews and work areas will be determined by the Corporation, having consulted the Union, and the results posted in the work areas as required.

The completion of regular work shall not be part of such overtime opportunities. Equity will be based on hours for which the opportunity to work was offered and declined as well as hours worked.

Any demonstrated inequity brought to the attention of management will be remedied. The remedy will be equivalent to the overtime not offered on an hour for hour basis at the same premium rate of the actual occurrence.

Scheduled overtime for the purposes of this clause is planned overtime to which an employee has been assigned at least 8 hours in advance of the overtime to be worked.

Scheduled overtime does not include completion of emergency works by standby crews identified in Article 11.3 which are delayed for operational reasons.

Where the Corporation is offering overtime opportunities in the case of a continuous operation, and the opportunity is for eight (8) hours or less, the Corporation may first (prior to following the process set out above (i) to (iv)):

- offer not more than half of the overtime hours to employees already at work; and
- offer not more than half of the overtime hours to employees who are scheduled to work the next shift directly following the opportunity.

10.2 OVERTIME COMPENSATION - Where an employee is required to work any time outside their normal workday or shift hours or outside forty (40) hours in any one week, they shall be compensated for all such time actually worked as follows:

- (a) Time and one-half the employee's regular rate of pay for each hour or portion thereof that overtime is worked on Monday to Friday inclusive except where such work is performed by a regular shift work employee on their normal days off (Days of Rest) occurring on Monday to Friday inclusive, in which instances two times the regular rate of pay shall apply.
- (b) Two times the employee's regular rate of pay for each hour or portion thereof that overtime is worked on Saturday or Sunday or on any of the holidays in Article 12.1, and 12.2 in addition to pay for the holiday in accordance with Article 12.
- (c) Notwithstanding the foregoing provisions of this Article, payment to an employee for overtime shall be deferred. All overtime hours so deferred shall be credited to the employee at the applicable overtime rate, aforesaid under a system known as Surplus Time Bank.
- (d) The purpose of the Surplus Time Bank is to permit limited leave of absence with pay when requested by an employee or limited layoffs with pay as may be reasonable or necessary for the efficient operation of the Works Division. Surplus time off shall be taken upon mutual agreement between the employee concerned and their immediate supervisor. In administering the Surplus Time Bank,

- (i) Each hour of overtime worked shall be deemed to be equal to 1 ½ hours or 2 hours, as the case may be, of an employee's regularly scheduled time and all such overtime hours shall be converted to straight time hours accordingly, and
 - (ii) When an employee is entitled to premium pay for regularly scheduled work on a holiday pursuant to Article 12.4, such premium pay will be converted into regularly scheduled hours.
- (e) The overtime, if any, standing to the credit of an employee shall be paid as soon as reasonably possible upon the request of the employee.

Normally no more than forty (40) hours (effective July 25, 2024, forty-eight (48) hours) of surplus time shall be permitted to remain in the bank of any individual employee past the last pay period of the calendar year. Extenuating circumstances which result in the accumulation of additional hours past the forty (40) hour (effective July 25, 2024, forty-eight (48) hour) threshold at year end shall be considered a reasonable exception.

- (f) When payment for Surplus Time is made to an employee the amount per hour for such time shall be calculated upon the basis of the employee's average straight time hourly rate during the period such surplus time was accumulated.

10.3 Notice of required overtime shall be given in advance whenever possible.

10.4 An employee working overtime shall be allowed and required to take at least eight (8) hours time off between shifts except in cases of emergency.

10.5 Where any employee covered by this Agreement is required to work ten (10) consecutive hours or more, they shall be entitled to a meal allowance of \$16.00 (effective January 1, 2025, \$17.00). An additional meal allowance shall be paid for ensuing 4 hour periods of time.

10.6 FOR TRANSFERRED PUC EMPLOYEES ONLY

Overtime

Except as otherwise provided for in Article 27, time worked in excess of the normal work day as defined in article 9.1 shall be paid at the rate of double time.

ARTICLE 11 - CALL-IN AND STANDBY

11.1 Any employee called in to work in an emergency must be paid for not less than (3) hours for such work at the applicable overtime rate. Call out time shall be calculated to allow the employee (s) a maximum of one-half (½) hour travel to and one-half (½) hour return inclusive of the minimum three (3) hours.

A meal allowance of \$16.00 (effective January 1, 2025, \$17.00) will be paid if the call out time exceeds four (4) hours.

- 11.2 Standby crews shall be made up at the discretion of the applicable Director, or their nominee on a rotating basis of employees in the work area or work group concerned. Each employee who is on standby crew shall be available to work upon being contacted by the Corporation either by telephone or by text, as chosen by the employee.

All Water Meter Servicer-and Water Distribution Operator 2 shall be given equal opportunity to act as the Standby Utility Person. These employees shall be offered the opportunity on a rotating basis throughout the year without any preference given to one or the other classification at any time of the year.

Effective July 25, 2024, the following paragraph to replace the above paragraph:

All Water Meter Servicers and Water Operations Plumbers shall be given equal opportunity to act as the Standby Meter Servicer. All Water Distribution Operator 2s and all Waterworks Inspectors shall be given equal opportunity to act as the Standby Distribution Operator. All Water Supply Operators shall be given equal opportunity to act as the Standby Water Supply Operator. These employees shall be offered the opportunity on a rotating basis throughout the year without any preference given to one or the other classification at any time of the year.

- 11.3 Each employee who is on standby shall be paid, while on standby, at their regular rate of pay for the following hours:

2 hours for each Saturday and Sunday

4 hours for each of the holidays in Article 12

1 hour for each evening other than a Saturday, a Sunday or a holiday evening

- 11.4 Any call in opportunities will be provided on an equitable basis by rotation by seniority among available and qualified employees in the following order of priority:

(i) within the bulletin in the work crew;

(ii) within the bulletin in the work area (work area includes but is not limited to Transportation Operations, Water Operations, Sewer Operations, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, Wastewater Treatment Operations, Solid Waste Collection Operations, Solid Waste Disposal, and effective July 25, 2024, Downtown Operations. Work areas may be amended by the Corporation from time to time.)

(iii) within the bulletin outside the work area;

(iv) any available and qualified employee.

For the purposes of Article 11, work crews and work areas will be determined by the Corporation, having consulted the Union, and the results posted in the work areas as required.

Equity will be based on hours for which the opportunity to work was offered and declined as well as hours worked.

Any demonstrated inequity brought to the attention of management will be remedied. The remedy will be equivalent to the overtime not offered on an hour for hour basis at the same premium rate of the actual occurrence.

An employee on a call-in list who declines and/or cannot be reached for three consecutive call in opportunities shall be removed from the call in list for the following twelve month period after which time the employee, upon request, will be placed back on the call in list.

Where the Corporation is offering call in opportunities in the case of a continuous operation, and the opportunity is for eight (8) hours or less, the Corporation may first (prior to following the process set out above (i) to (iv)):

- offer not more than half of the call in hours to employees already at work; and
- offer not more than half of the call in hours to employees who are scheduled to work the next shift directly following the opportunity.

ARTICLE 12 - PAID HOLIDAYS

12.1 (a) All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid, subject to Article 12.3, at the regular rate of pay for each of the following holidays:

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

and any other day declared by a competent authority to be a holiday within the meaning of the *Bills of Exchange Act* as amended from time to time. An employee in receipt of wage replacement benefits, not including Workplace Safety & Insurance Benefits, shall receive the difference between the wage replacement benefit received and one hundred percent (100%) of regular pay for paid holidays falling within the disability period, such amounts to be payable upon return to work, or on the first pay period in December for employees on a continuing absence.

- (b) "With pay" shall mean the regular rate of pay, including applicable shift premium(s) or if acting "with pay" will be the acting rate of pay if acting the day before and the day after the Statutory Holiday.
- (c) Employees who do not observe the following holidays - Good Friday, Easter Monday, Thanksgiving Day, the Christmas half holiday set out in Article 12.2 of this agreement, Christmas Day and Boxing Day - and require absence from work for the purpose of religious observance may substitute a day off with pay at their regular rate of pay for each of the foregoing holidays. The day substituted for the foregoing holidays must be identified by The Province of Ontario's "Schedule of Religious Holidays Requiring Absence From Work for Observance" or supported by a letter from a responsible representative of the faith. In addition, and without limiting the generality of the foregoing, for aboriginal employees, the Winter Solstice (December 21st) and the National Day of Solidarity for Native Peoples (June 21st) are deemed to be religious holidays requiring absence from work. An employee wishing to take advantage of this program must declare in writing to the Director, Human Resources by January 15th each year the days they wish to take off with pay and which of the foregoing holidays they intend to work in substitute. An employee making use of this provision shall not be required to work on any of their declared holidays unless there is an emergency or the employee consents, upon request. In the event of work on the declared holidays the employee shall be entitled to holiday pay as set out in Article 12.4. The work done on the Christian holiday by those taking advantage of this program shall be paid at the regular rate.

12.2 In addition to the foregoing, the one-half working day preceding Christmas Day and the one-half working day preceding New Year's Day shall constitute an additional paid half holiday, provided, however, the Christmas half holiday and the New Year's half holiday shall be observed on the employee's last regular work day or regular shift as the case may be preceding the respective holiday. An employee shall receive pay of two times regular hourly rate for all hours worked in excess of 4 hours on these two one-half working days.

12.3 Whenever any of the above holidays, except an employee's Lieu Day, falls on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

12.4 When a paid holiday falls on a scheduled work day of an employee on a shift, as defined in Article 9.2(b), and said employee actually works such shift, they shall be paid overtime at the rate of double their regular hourly rate, and, in addition, they may elect to be paid (8) hours pay at their regular hourly rate in lieu of said paid holiday, or have an alternative day off in conjunction with their annual vacation in lieu of said holiday, or on a day mutually agreed upon between the employee and the department supervisor concerned.

Where holidays may be observed on days other than the calendar day on which they occur, shift workers (as defined in Article 9.2(b)) will receive any premium pay entitlement for the work performed on the calendar day, but not for any work performed on the day of observation.

A shift worker shall be considered to have worked the holiday if the majority of the hours of their regularly scheduled shift are worked on the holiday.

When a paid holiday falls on a day off of an employee on a shift, as defined in Article 9.2(b), they shall be paid (8) hours at their regular hourly rate and shall receive an alternative day off, without pay. This day to be mutually agreed upon between the employee and the department supervisor concerned. A shift premium is not payable in either case.

- 12.5 On the giving of a minimum of (5) working days notice, or at a mutually agreeable time, the Lieu Day mentioned in Article 12.1 must be afforded to an employee by the employee's department supervisor within the current calendar year.

ARTICLE 13 - VACATIONS

- 13.1 An employee who has less than 1 year's seniority and who leaves the employ of the Corporation shall be entitled to 1 day's vacation with pay for each completed month of service up to a maximum of 10 days.

- 13.2 An employee on their anniversary date of seniority with,

- (a) More than one (1) year but less than two (2) years of seniority shall be entitled to a vacation of two (2) weeks with pay for the previous twelve (12) months of service;
- (b) Two (2) years or more than two (2) years, but less than eight (8) years of seniority, shall be entitled to a vacation of three (3) weeks with pay for the previous 12 months of service;
- (c) Eight (8) years or more than (8) years but less than fifteen (15) years of seniority shall be entitled to a vacation of four (4) weeks with pay for the previous twelve (12) months of service;
- (d) Fifteen (15) years or more than fifteen (15) but less than twenty-four (24) (effective July 25, 2024, twenty-two (22)) years of seniority shall be entitled to a vacation of five (5) weeks with pay for the previous twelve (12) months of service;
- (e) Twenty-four (24) (effective July 25, 2024, twenty-two (22)) or more years of seniority shall be entitled to a vacation of six (6) weeks with pay for the previous twelve (12) months of service;

- (f) Vacation entitlement earned shall be afforded to employees in the pay period in which the employee's anniversary date of seniority occurs.

Effective with the 1999 vacation observance year, the schedule above shall apply to all employees except in those situations governed by Article 13.12.

- 13.3 An employee's vacation shall be taken in the twelve (12) month period following their anniversary date of seniority and shall not be carried forward to the next following twelve (12) months except with the consent of their Director or designate, which consent shall not be unreasonably withheld, provided that in no case shall more than 50% of an employee's vacation entitlement be carried forward.

Employees absent from the workplace, in receipt of Short Term Disability, Long Term Disability or Workplace Safety and Insurance Board benefits for greater than twelve (12) consecutive months will not continue to earn vacation credits until such time as they return to work for the Corporation.

- 13.4 If any of the holidays in Article 12 fall within an employee's vacation, the employee will be paid for the holiday rather than a vacation day for the day on which the holiday falls.
- 13.5 No employee shall be permitted to forego their vacation period so that they may be paid in lieu of time off for vacation.
- 13.6
 - (a) An employee's vacation shall be made available to them at any time throughout the calendar year, subject to the provisions of the other paragraphs in this Article.
 - (b) When an employee is entitled to three (3) or more than three (3) weeks vacation, the question of whether they shall be entitled to consecutive weeks of vacation or two shorter vacation periods in one year shall be determined by mutual agreement between the employee and their Department Head; provided that such employee shall not be required to take any vacation period of less than five (5) consecutive working days. Vacation requests for three (3) consecutive weeks of vacation observance from September 15 of one year and June 15 of the succeeding year will receive priority consideration.
- 13.7 On or before the 15th day of April in each year, the Corporation will circulate lists so that each employee may write in their choice of vacation dates. When preparing the annual vacation schedule, the Corporation shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority provided they give notice of such choice not later than the 1st day of May. The vacation schedule shall be completed on or before the 15th day of May in each year and when complete, copies shall be posted on the bulletin boards in the Departments concerned.

- 13.8 In order to receive a pay advance for vacation, an employee shall make a request in writing to their Director or designate not less than three (3) weeks in advance of the date their vacation is to commence. Such an advance shall cover only the pay period or pay periods falling within the employee's vacation.
- 13.9 In the event of the death of an employee, their heirs or their estate shall be entitled to receive such vacation pay as may stand to their credit.
- 13.10 Each person who has been employed by the Corporation on a temporary basis shall be paid vacation pay in accordance with the Employment Standards Act, 2000, as amended from time to time. In accordance with section 36(3) of the Employment Standards Act, 2000 (as may be amended from time to time), the parties agree that the Corporation shall pay vacation pay for temporary employees that accrues during each pay period on the pay day for that period.
- 13.11 The vacation pay which is due to an employee under this Agreement or under the Employment Standards Act, 2000 as amended from time to time, as the case may be, shall not include overtime but shall include shift premiums (where the employee is regularly scheduled to work a shift within the meaning of Article 9.2) and vacation pay shall otherwise be calculated as follows:
- in the case of an hourly paid employee, upon the basis of their regularly scheduled work week and their regular hourly rate of pay.
 - in the case of an employee who has acted in another position other than their regular position in the previous calendar year, the vacation pay will be adjusted in the first pay period ending in March of the next payroll year. Such adjustment to be calculated as the difference between the vacation pay at the acting rate of pay and the vacation pay at the regular rate of pay for the hours worked at the acting rate in that previous calendar year.

13.12 TRANSFERRED PUC EMPLOYEES

Notwithstanding the provisions of the Collective Agreement, employees who have been provided greater vacation entitlement than the normal schedule will continue to receive the greater entitlement.

Effective July 25, 2024:

- 13.13 Employees who become hospitalized or who experience a medical emergency that requires immediate medical care during an approved vacation, may substitute such sick leave as they have owing to them and shall be granted alternative vacation days equivalent to the number of vacation days hospitalized or spent receiving medical care for the medical emergency (excluding non-scheduled workdays) providing that:

- (a) They were hospitalized in a recognized institution or received medical care for a medical emergency and verification of this is received by Management.
- (b) The alternative days are taken at a time mutually convenient to the employee and Management.

**ARTICLE 14 - HOSPITAL, HEALTH, DENTAL, GROUP INSURANCE,
SICK LEAVE, PENSIONS**

- 14.1 All of the insurance mentioned in Article 14 shall be as more particularly described and set forth in the respective policy or policies of insurance. The Union shall receive true copies of the policies mentioned herein in January of each year. Any dispute over payment of benefits under any such policy or policies shall be adjusted between the insured or the beneficiary under such policy and the insurer concerned but management will use its best efforts to adjust and settle any such dispute.
- 14.2 The Corporation and the Union will cooperate in promoting a program of preventive measures in order to reduce the incidence of illness among the employees.
- 14.3 Every employee shall be fully responsible for keeping the City informed of changes in marital status or number of dependents. An employee who is entitled to reduced hospitalization or medical benefit premium because of a change in their dependency status, and who fails to notify the City of such change, shall be responsible for the extra premium expense paid by the City on their behalf because of such failure to notify and this extra cost shall be deducted from the employee's wages.

Every employee shall immediately notify their supervisor in the event of incurring an injury on the job.

14.4 Retiree Benefits – Excluding Former P.U.C. Employees

With twenty (20) or more years of service and enrolled in the following insurance plans prior to retirement:

- (i) Ontario Health Insurance Plan,
- (ii) Extended Health Care including vision care of \$120.00 in thirty-six months and the deluxe travel plan,
- (iii) Dental Plan #9 or equivalent may elect to continue such insurance coverage from date of retirement to age 65,

The Corporation will pay the premiums for the insurance plans from retirement to age 65.

Effective June 14, 2006 all employees, including Transferred Former PUC, Former Town of Westminster and Former County of Middlesex employees, who retire on or after June 14, 2006, with twenty (20) or more years of service and are enrolled in the

insurance plans outlined in Article 14.13 (c), (d), (e), (f) and (g) prior to retirement, the Corporation will pay the premiums for the plans outlined in Article 14.13(c), (d), (e), (f) and (g) from retirement to age 65.

Appendix "B" attached to this agreement outlines additional retiree benefit provisions and conditions.

14.5 **Sick Leave and Retirement Gratuity Benefits – Excluding Former P.U.C. Employees**

Employees in the Bargaining Unit, not including transferred P.U.C. employees, shall be entitled to the sick leave and retirement gratuity benefits as per the following:

- (a) (i) Each permanent employee, with a seniority date prior to February 1, 1985, shall be eligible to a credit of twelve (12) days sick leave yearly, accumulated on a weekly basis by hours. Such credits shall be cumulative.
- (ii) Each permanent employee with a seniority date on or after February 1, 1985, shall earn one (1) day (8 hours) of sick leave credit for each complete month during which they worked all scheduled hours unless the employee has used two (2) days (16 hours) of sick leave in that month. Vacation, statutory holidays, bereavement leave, surplus time leave, or absence for which an employee receives *Workplace Safety and Insurance Act, 1997* as amended from time to time ("WSIA") temporary disability benefits, layoff of five (5) days or less, or authorized union business are considered hours worked. Such earned credits shall be cumulative.

An absence (or absences) for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences was one (1) day (8 hours) or more.

- (b) Each employee, after acquiring seniority with the Corporation shall be eligible to receive sick leave, at full salary or wage rate, for any time lost by illness to the full extent of Sick Leave Credits available to them at the time of such absence.
- (c) Except as otherwise herein provided, the number of days an employee is absent on account of illness shall be deducted from their cumulative Sick Leave Credits.
- (d) An employee who is absent because of sickness for five (5) days or more shall, on request, provide the Director or designate of their Division with a certificate from a qualified physician or, effective July 25, 2024, Nurse Practitioner certifying as to their inability to return to work and subsequently as management may require.

- (e) Where an employee (not including employees who transferred from the P.U.C.) is absent as a result of an accident while at work for the Corporation of the City of London, or illness inherent to their occupation(s) at the Corporation of the City of London, and, as a result, is receiving, WSIA benefits as awarded by the Workplace Safety and Insurance Board ("WSIB"), they shall receive the difference between their regular pay and the Board's award, such difference not to be deducted from their sick leave credits. If such an employee is not eligible for WSIA benefits, they shall receive sick leave pay according to this Agreement and the time off shall be deducted from their Sick Leave Credits.

The Parties shall work together towards an active WSIA rehabilitation program.

- (f) Re-employed personnel of the Armed Forces shall receive the same Sick Leave Credit for the time spent in the Forces as they would have received had they remained with the Corporation.
- (g) Sick Leave Credits earned by service in any Department shall be credited to the employee concerned and sick leave pay to which the employee is entitled shall be authorized by the Department in which the employee is employed at the time of illness.
- (h) Every employee with a seniority date prior to February 1, 1985, and who is, at the time of their retirement, actively engaged at their duties or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both, of the following bases:
 - (i) On the date of their retirement, they may be granted a sick leave gratuity in cash equal to their salary, wages or other remuneration for one-half (1/2) the number of days standing to their credit and in any event not in excess of the amount of one-half (1/2) year's earnings at the rate received by them immediately prior to termination of employment; or
 - (ii) With the consent of their Department Head, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employee may be granted retirement leave with full pay for a period equal to one-half (1/2) the number of days standing to their credit and in any event, not in excess of a period of six (6) months. Such leave shall be completed as of the date of normal retirement.

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (i) Any employee with a seniority date prior to February 1, 1985, and who on termination of their employment with the Corporation has at least seven (7)

years of service; or the Estate of such employee who dies while in the employ of the City, having at least seven (7) years service, shall be entitled to receive pay for the period equal to one-half (1/2) the number of days standing to their credit and, in any event not in excess of the amount of one-half (1/2) year's earnings at the rate received by them immediately prior to termination of employment .

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (j) Whenever an employee, formerly employed by another Municipality or local Board which had established a Sick Leave Credit Plan under this or any other general or special Act, leaves the employ of that municipality or local Board, and immediately transfers to the employ of the City of London, without interruption of employment by another employer, the Director, Human Resources shall take such action as may be necessary to place such sick leave credits to the new employee's credit in the records of the City of London. The manner of earning Sick Leave Credits, and the eligibility to a retirement gratuity or leave, or pay upon death or termination of employment, shall be governed by the employee's seniority date, as previously set out.
- (k) If an employee's absence due to such sickness extends beyond a pay period, their pay shall, to the extent of their accumulated sick leave credits, be continued during such absence provided the employee gives or causes the giving of prompt notice of their sickness.
- (l) An employee who gives notice of absence due to sickness may be required to produce evidence of sickness reasonably satisfactory to the Director, Human Resources or designate. In the event the Corporation requests an employee who is absent on sick leave to submit a medical examination by a physician appointed by the Corporation, the full cost shall be paid for by the Corporation. The medical information obtained through such an examination shall be provided to the employee and the employee's treating physician and the Corporation's Occupational Health Physician. The Corporation shall be entitled to information regarding prognosis, restrictions and abilities.
- (m) Employees eligible for short term disability or long term disability insurance do not earn sick leave credits for any time they were so eligible, unless the employee returns to active employment, at which time they would receive those credits which they would have otherwise earned.

14.6 Pension

The Corporation and the Union agree to the Ontario Municipal Employees' Retirement System as established.

- (a) The current basic OMERS pension provides a retirement benefit previously provided through Supplementary Plans.

14.7 Retirement

A retired employee who is hired as a temporary employee shall not thereby acquire or reacquire seniority under Article 6.1.

14.8 Income Indemnity, LTD – Excluding Former P.U.C. Employees

The Corporation shall provide an Income Indemnity, and a Long Term Disability Insurance Plan. Participation in the said Insurance Plans shall be mandatory and shall be a condition of employment.

- (a) All permanent, non-probationary employees will be covered by a Short-term Disability (S.T.D.) Insurance Plan. The Plan will provide for a benefit payable to an employee who is sick and thereby unable to work in the amount of 65% of the employee's normal weekly base pay (40 times normal hourly rate) to a maximum benefit of \$800.00 per week.

The Plan will provide benefits only following the exhaustion of an employee's accumulated sick leave credits or five (5) working days, whichever is later. The Plan will provide for a maximum of twenty-six (26) consecutive weeks of benefit for any individual claim.

The Corporation shall pay the premium cost of the Plan.

- (b) All permanent, non-probationary employees will be covered by a Long-term Disability (LTD) Insurance Plan. The Plan will provide for a benefit payable to an employee who is sick and thereby unable to work in the amount of 65% of the employee's normal monthly base pay. The L.T.D. benefits are payable only after an employee has exhausted the aforementioned accumulated sick leave credits and the S.T.D. benefits.

The Plan provides a maximum monthly benefit of 70% of normal monthly base pay or \$2,800.00 for new claims established after January 1, 1992. Effective January 1, 2021, the Plan provides a maximum monthly benefit of 70% of normal monthly base pay or \$4,500.00 (effective January 1, 2023, \$5,000.00)

The Plan provides for benefits until recovery from disability, death or the attainment of age 65 years.

The Corporation shall pay the premium cost of the Plan.

Further information regarding the Long-term Disability Plan is set out in

Appendix 'A'.

- (c) An employee in receipt of wage replacement benefits, not including WSIA benefits, will receive the difference between the wage replacement benefit received and 100% of regular pay for paid holidays specified in Article 12 falling within the disability period. The aforementioned amounts will be paid to the employee upon return to work.

14.9 Sick and Accident Plan - Transferred P.U.C. Employees

- (a) Sickness and non-occupational accident benefits shall be paid to permanent employees, after completing three (3) months continuous service. Any probationary period may be extended by the amount of sick time benefit paid under this Article. No benefits under this Article shall be payable if the employee is disabled as a result of sickness or accident for which the employee is entitled to receive benefits under The Workplace Safety and Insurance Act, 1997 as amended from time to time (WSIA).
- (b) To qualify for sick and non-occupational accident benefits, eligible employees shall notify their immediate supervisor giving a reason for their absence that is satisfactory. Employees shall call their immediate supervisor or, if their immediate supervisor is not available, their respective offices as follows:

Parks Employees - A.J.Tyler Operations Centre - Dispatch office
Recreation Employees - A.J.Tyler Operations Centre - Dispatch office

not later than 1/2 hour before their scheduled starting time on the first day they are off work. If it is physically impossible for the employee to give notification within the prescribed time, they shall make such notification as soon as possible.

- (c) For periods of absence of four (4) working days or less, the employee shall provide a doctor's certificate upon return to work if requested to do so by their immediate supervisor during their absence. For all absences under this Article an "absentee slip" shall be completed by the employee.

For periods of absence of more than four (4) working days, the employee shall provide a doctor's certificate within the first twelve (12) days of absence, and subsequently as the management may require. All such certificates shall be signed by a physician legally licensed to practice medicine and personally attending the employee for whom the certificate is submitted.
- (d) Eligible employees shall receive benefits under this Article for a period of not more than seventeen (17) weeks at full regular pay for any one disability.

If after the termination of any disability under this Article, such employee again becomes disabled due to the same or related causes, such later disability shall be treated as a continuation of the previous disability, unless such employee has completely recovered from the previous disability and was continuously and actively at work on full time and for a full pay period of at least thirty (30) days after termination of the previous disability.

- (e) When an employee has had four (4) incidents of sick leave in a calendar year, payment for subsequent incidents of sick leave for the balance of the year shall commence on the second consecutive working day of such leave. An incident is defined as any period of four (4) hours or more for employees in the forty (40) hour schedule and three and one-half (3 ½) hours or more for employees in the thirty-six and one-quarter (36 1/4) hour schedule.

- (f) **WSIA Compensation- Transferred P.U.C. Employees**

Permanent employees off because of accidents occurring during working hours shall receive 90% of their regular pay from the Corporation from the first day off for a minimum period of 90 calendar days provided the employee receives medical attention and is authorized to be medically absent from employment. Any WSIA payments received for this period shall be paid over to the Corporation by the employee.

At the end of ninety (90) calendar days, the employee shall be paid by the WSIB and Corporation payment shall cease.

14.10 Medical or Dental Appointments - Transferred P.U.C. Employees

Permanent employees shall be allowed time off not to exceed four (4) hours per year for medical or dental appointments. This time may be taken as four (4) one (1) hour, two(2) two (2) hour or one (1) four (4) hour appointment(s). Time off shall be arranged with the immediate supervisor concerned prior to the appointment. Employees shall endeavour to arrange these appointments in the first or last hour(s) of the shift.

Notwithstanding the foregoing paragraph, an employee may be granted leave of absence without pay providing suitable arrangements can be made with their immediate supervisor.

14.11 LTD and Other Benefit Plans-Transferred P.U.C. Employees

- (a) The Corporation shall pay 100% of the cost of:

Long Term Disability Plan, three (3) year own occupation for permanent employees.

- (b) For employees retiring at fifty-five (55) years or over up to age sixty-five (65), the Corporation shall pay 100% of the cost of:

Vision Care Plan providing for \$200.00 for each two (2) year period
Green Shield Supplementary Plan or equivalent for semi-private care
Green Shield Extended Health Care Plan R-4 - \$10/\$20 deductible
Green Shield Drug Plan 7 - Co-Pay: Nil
Green Shield Deluxe Travel Plan QJ (formerly Medex)
Green Shield #9 Dental Plan or equivalent with current O.D.A. rates. Rider to include caps and crowns with annual maximum of \$1000.00 with 50/50 co-payment. Rider to include orthodontic services with lifetime maximum of \$1000.00 with 50/50 co-payment.

This payment of benefits shall cease at age sixty-five (65).

Effective June 14, 2006, early retiree benefits for former PUC employees will be administered in accordance with Article 14.4.

- (c) The following shall apply only when the employee is in receipt of L.T.D.I. benefits or WSIA benefits.

(i) The Corporation shall apply for a disability waiver of premium for Life Insurance in Article 14.13 and O.M.E.R.S. pension in Article 14.6.

(ii) The Corporation shall continue the payment of medical premiums in Article 14.13 for twelve (12) months after expiration of the Commission sick leave plan.

After twelve (12) months, further payments shall be prorated according to length of service as determined by the posted seniority list as follows:

Less than five (5) years service - no further payment.

For each year of service over five (5) - six (6) months payment.

In no case shall payment be continued past age sixty-five (65).

(iii) During this twelve (12) month period the employee may be released and this period may be extended by a period of not more than six (6) months on receipt of extenuating medical certification.

(iv) When the employee is no longer eligible for Corporation payment of premiums, they may remain in the Corporation group

and make across-the-counter payments to continue these benefits.

(v) If payment of medical premiums can be secured from other sources, such as spouse's employment or premium assistance, the Corporation is not obligated for these payments.

14.12 Employment Insurance Premium - Transferred P.U.C. Employees

- (a) The Corporation shall pay the employee's share as well as the employer's share of the cost of Employment Insurance Premiums for employees having completed six (6) months continuous service.
- (b) It is agreed that the terms of this Agreement satisfy all legislative requirements related to the Employment Insurance Premium Reduction.

14.13 Group Hospital, Health, Dental and Life Insurance Plans

- (a) The benefit plan for all permanent, CUPE 107 employees including transferred P.U.C. employees and Former Town of Westminster employees and including their dependents where the insurance plan provides for dependent coverage shall be as outlined in this article 14.13. The Insurance Carrier shall be determined by the Corporation in consultation with the Union. Should the Corporation change insurers, it shall provide at least sixty (60) calendar days of notice to the Union before making such a change and shall provide a true copy of the new policy or policies as soon as practical.

Effective June 14, 2006, there shall be no deductibles for benefits listed in Article 14.13.

- (b) The Corporation will pay 100% of the premiums for the said health plans as set out below:
 - The Ontario Health Insurance Plan
 - Supplementary to the Ontario Hospital Insurance Plan with no deductible
- (c) The Corporation will pay 100% of the premiums for the Basic Dental Plan 9 at current Ontario Dental Association Fee Guide for General Practitioners subject to 9 month recall from the last visit except for children age 16 and under who are subject to a 6 month recall.
- (d) The Corporation will pay 100% of the premiums for Orthodontic Rider #3 with a lifetime maximum benefit of \$3000 on a 50/50 co-insurance basis.
- (e) The Corporation will pay 100% of the premiums for Major restorative Rider #4 with an annual maximum of \$1,000 on a 50/50 co-insurance basis,

- (f) The Corporation will pay 100% of the premiums for Pit and Fissure and Space Maintainers.
- (g) The Corporation shall pay 100% of the health plan premiums for:
- i. A semi private hospital plan
 - ii. A drug plan that provides for generic substituting except upon express instruction of a physician and a maximum prescription dispensing fee of \$12.00 or the ODP dispensing fee, whichever is greater

Effective January 1, 2025, subparagraph ii) above is replaced with the paragraph ii) below:

- ii. A drug plan that provides for:
 - mandatory generic substituting (unless expressly approved by the insurer through an exception process or through the process set out in Appendix "C"))
 - a maximum prescription dispensing fee of \$12.00 or the ODP dispensing fee, whichever is greater; and
 - a voluntary specialty drug program
 - may be subject to the terms and conditions of the insurer's DrugWatch program, or such other similar program provided by the applicable insurer provided the insurer maintains equal or better coverage.

Employees applying for an exemption to mandatory drug substitution or participating in the voluntary specialty drug program in accordance with the insurer's process and Article 14 of the Collective Agreement, shall bear any cost associated with such application save and except that the Corporation shall reimburse such Employees for the physician's fees incurred for completing any required forms and provided the Employee provides a written invoice verifying the cost and amount paid by the Employee.

- iii. Vision Care benefit of three hundred and fifty dollars (\$350.00) (effective July 25, 2024, four hundred dollars (\$400.00)) per twenty-four (24) consecutive months with a twelve (12) consecutive month prescription change rider plus loss or breakage replacement up to the maximum dollar amount.

Effective July 25, 2024, the Vision Care Plan benefit of three hundred and fifty dollars (\$350.00) (effective July 25, 2024, four

hundred dollars (\$400.00)) per twenty-four (24) consecutive months shall be inclusive of elective laser vision correction procedures. Employees shall pay fifty percent (50%) of the premium of such plan; 5/12th portion of employment insurance premium reduction rebate for employees (respecting wage loss programs) shall be paid to the Corporation and shall be deemed to cover the cost of this benefit, whether same is actually more or less than the rebate.

iv. a Deluxe Travel Plan

v. Dependent Coverage for unmarried, unemployed dependent children over twenty-one (21) but under twenty-five (25) years of age in full-time attendance at a school, college or university

vi. Paramedical Services for the following:

- Chiroprapist
- Chiropractor
- Osteopath
- Naturopath
- Podiatrist
- Physiotherapist
- Registered Massage Therapist
- Clinical Psychologist
- Speech Pathologist

Effective July 25, 2024, add the following services:

- Registered Social Worker
- Psychoanalyst
- Psychotherapist
- Marriage and/or Family Therapist
- Clinical Therapist

Effective January 1, 2025, add the following service:

- Behavioural Analyst

Combined total maximum amount allowed for all paramedical services is \$1,600.00per year (effective July 25, 2024, one thousand, seven hundred and fifty dollars (\$1,750.00); effective January 1, 2026, two thousand dollars (\$2000.00)).

Effective July 25, 2024, no requirement to provide a physician's note to obtain the massage therapy benefit outlined above.

vii. Hearing Aid Plan, \$2,000.00 every 36 months

- (h) Enrolment in the benefit plans outlined in (c), (d),(e),(f) (g) and (h) this Article will be the first of the month following month of hire unless date of hire is prior to the 15th of the month in which case coverage will include the month of hire.
- (i) The Corporation shall pay 100% of the premiums for a Group Life Insurance Plan. Participation in the said Insurance Plan shall be mandatory and shall be a condition of employment.

The Group Life Insurance Plan under which the life of each permanent employee shall be insured for:

- i. Basic life insurance coverage to the extent of two times an amount equal to the employee's annual salary calculated to the next \$1,000 up to a maximum of \$200,000.
- ii. In the event of accidental death, to the extent of two times an amount equal to the employee's annual salary calculated to the next \$1,000 up to a maximum of \$150,000.

The disability waiver of premium benefit will be provided to age 65

Optional Life Insurance is available in the coverage amounts of \$25,000 for a spouse and \$12,500 for a dependent child with premiums paid entirely by the employee.

- (j) An eye exam once every twenty-four (24) consecutive months up to a maximum amount of eighty dollars (\$80.00) per exam for employees. Effective July 25, 2024, an eye exam once every twenty-four (24) consecutive months up to a maximum amount of one hundred dollars (\$100) per exam for employees only and their dependents.

14.14 Amendments, if any, to Long Term Disability, Short Term Disability, Accidental Death and Dismemberment and Life Insurance provisions are not applicable to employees who are not actively at work at the time the amendments become effective.

ARTICLE 15 - REMUNERATION

15.1 The Corporation agrees to provide all permanent employees with a seniority date prior to February 1, 1985 and who are available for work, the opportunity of working a minimum of 2080 hours a year inclusive of annual paid vacation, paid holidays, authorized or unauthorized leave of absence, and sick leave subject to the provisions of this Agreement respecting hours of work, overtime and Surplus Time Bank. Such employees shall be paid weekly regardless of the number of hours worked in that week, at the appropriate rate for the job classifications occupied from time to time according to Schedules "A" of this Agreement, subject, however, to the provisions of this Agreement.

Employees with a seniority date on or after February 1, 1985 are not provided such opportunity, and are subject to lay off.

- 15.2 In the event an employee reports for work and is sent home before they have completed half of their shift, they shall be paid a minimum of (4) hours at their regular hourly rate of pay.
- 15.3 An employee required to perform the duties of a higher rated position and/or classification shall be paid at the top rate for the position or classification so occupied.

Members of the Bargaining Unit acting as Supervisors shall continue to remain entitled to the terms of the Collective Agreement provided that employees so appointed shall not be authorized to administer any disciplinary action to Bargaining Unit employees while temporarily occupying such positions. Employees temporarily assigned as Acting Supervisors will be paid one hundred and two point eight percent (102.8%) of the 12 month/job rate for the job classification level 15 as set out in Schedule A. No employee will be appointed an Acting Supervisor for longer than five consecutive months at a time.

Effective July 25, 2024, the above paragraph is replaced with the paragraph below:

Members of the Bargaining Unit acting as Supervisors shall continue to remain entitled to the terms of the Collective Agreement provided that employees so appointed shall not be authorized to administer any disciplinary action to Bargaining Unit employees while temporarily occupying such positions. Employees temporarily assigned as Acting Supervisors shall be paid one hundred- and two-point eight percent (102.8%) of the twelve (12) month/job rate for the job classification level 16 as set out in Schedule A. No employee shall be appointed as an Acting Supervisor for longer than one hundred and thirty (130) working days per calendar year unless otherwise agreed to by the parties. The Corporation shall advise the Union in writing by the 15th of each month of the name(s) and date(s) of all members of the Bargaining Unit appointed temporarily as an Acting Supervisor(s) in the previous month.

- 15.4 Where an appointment to a non-permanent vacancy within this bargaining unit for a period of (2) working days (which may include overtime) or more is to be made, such appointment shall be made on the basis of the consideration relevant to promotions, provided that the Corporation shall have the right to restrict eligibility for such appointment to those employees who in the opinion of the Corporation are actually available to receive such appointment without disruption to the Corporation's activities. The Parties acknowledge that during a trial period successful candidates for positions in accordance with Article 8 will not be considered for appointment opportunities.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 (a) It is the mutual desire of the Corporation and the Union that all complaints and grievances shall be resolved as quickly as possible. Subject to Article 21.3, if a complaint arises during normal working hours, the Chief Steward or a member of the Grievance Committee or a Steward shall be granted reasonable time off from their duties, if such time off is required during normal working hours to discharge the duties of their office to investigate the complaint with the employee and/or the Supervisor concerned, and to attend at the arbitration of any grievances.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees in this Bargaining Unit are required to comply with the grievance and arbitration procedures in matters deemed to be any violation(s) of the terms of the agreement and shall not seek grievance resolution by appeal to the Council of the municipality or any member of the Council.
- (d) A Grievance under this Agreement shall be defined as any difference or dispute between the Corporation and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (e) The time limits fixed in this Article and in Article 17 may be extended by consent of both Parties to this Agreement.
- (f) A full time representative of the Union may attend meetings held at Step 2 or at Step 3 of the Grievance Procedure.
- 16.2 In the event of a grievance by an employee, they shall take the matter up within and not after (5) working days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. A policy grievance or group grievance shall be taken up within and not after (15) working days after the date of the incident giving rise to the grievance, or the aggrieved Party ought reasonably to have become aware of such incident or circumstances.
- 16.3 The following is the procedure which shall be adhered to in processing Grievances, save as otherwise provided in this Article and in Article 18.

Step No. 1

The employee shall discuss the matter with their immediate Supervisor and the respective Manager or their nominee, and an attempt shall be made to adjust the employee's complaint. The immediate supervisor the employee and a Steward shall be present during the discussion.

Step No. 2

If a settlement satisfactory to the employee is not reached within (3) working days of the date the matter was taken up with the employee's immediate supervisor or their nominee at Step 1, the Steward and, as the Union deems appropriate, the Chief Steward and employee concerned, may, within and not after (7) working days of that date, formally submit and meet to discuss the Grievance with the respective Division Manager, or their nominee. A Grievance submitted at Step 2 shall be in writing, shall contain a concise statement of facts complained of, and the redress sought, and shall be signed by the employee and the Steward. The Division Manager shall give their decision or answer in writing within ten (10) working days following the Step 2 meeting date.

Step No. 3

If the Grievance is not settled at Step 2, the Steward or the Chief Steward may, within and not after five (5) working days of the date of receiving the decision of the Division Manager or their designate, (or, if no decision is received from that Official, then within five(5) working days after such decision ought to have been given), submit the Grievance to the Director, Human Resources or their designate. The Director, Human Resources or their designate may meet to discuss the Grievance with the Union's Grievance Committee within and not after seven (7) working days of the date the Grievance was submitted. The Director, Human Resources or their designate shall give their decision in writing within ten (10) working days following the Step 3 meeting date. If the Grievance is not settled at Step 3, the Union may, within and not after twenty(20) working days after the date of receiving the decision of the Director, Human Resources or their designate (or if no decision is received from that Official within twenty (20) working days after such decision ought to have been given), refer the Grievance to Arbitration under Article 17.

- 16.4 (a) A Grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.
- (b) A policy grievance of the Corporation shall be in writing and may be initiated by the Director, Human Resources delivering the grievance to the President of the Union or in their absence to the presiding officer of the Union. If any such grievance is not settled within (15) working days of the date of such delivery, the Corporation may refer the grievance to arbitration under Article 17.
- (c) Effective July 25, 2024, a Grievance regarding violence, harassment, sexual harassment, and discrimination, shall be taken up at Step 3 of the Grievance Procedure.

ARTICLE 17 - ARBITRATION

- 17.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chairperson within (15) days either party may ask the Minister of Labour to make the appointments that are necessary to constitute the board of arbitration. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairperson governs. The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the chairman.
- 17.2 Notwithstanding the foregoing, on agreement between the parties, a single arbitrator may be substituted for the Arbitration Board set out herein in which case the grievance will be assigned to an arbitrator mutually agreed upon by the parties.

If the referring party proposes the use of a single arbitrator, it shall include in the written notice of referral the name(s) of the single arbitrator(s) it proposes to hear the grievance.

Upon receipt of the notice, the recipient shall inform the other party in writing within ten (10) working days whether it is agreeable to the use of a single arbitrator. If the recipient of the notice is not agreeable to the use of a single arbitrator, it shall state in its written response the name of its appointee to a Board of Arbitration and all, but the first sentence of Article 17.1 shall apply.

In the event the parties agree to the use of a single arbitrator, the party who filed the grievance shall, within and not after, thirty (30) working days from the date the parties agree in writing upon the identity of the single arbitrator, invite the arbitrator in writing to hear the matter and to schedule a mutually agreeable date(s) for hearing. If the grieving party fails to so correspond with the arbitrator within the said thirty (30) working day period, the grievance shall be deemed withdrawn without prejudice to any other matter between the parties.

If the parties agree to the use of a single arbitrator but are unable to agree upon the identity of the single arbitrator within thirty (30) working days of the date of the referral to arbitration, either party may thereafter request the Minister to make such appointment as may be necessary in accordance with section 48 of the *Labour Relations Act, 1995*.

If the Parties agree to the use of a single arbitrator, then the cost of such arbitrator shall be shared equally by the Parties.

- 17.3 Until legal counsel is retained by the Union, all correspondence with respect to Article 17 shall be directed to the Union's President and its Chief Steward, with a hard copy sent directly to the Union office by regular mail or facsimile. Until legal counsel has been retained by the Corporation, all correspondence from the Union pursuant to Article 17 shall be directed and/or copied to the Director, Human Resources.

ARTICLE 18 - DISCHARGE AND DISCIPLINE CASES

- 18.1 In the event an employee, who has attained seniority, is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure.
- 18.2 (a) In the event an employee is disciplined or discharged, the Union shall be notified promptly of such action.

Effective July 25, 2024, the above sentence shall be replaced with the following paragraph:

Where an employee is requested to attend a meeting that may result in disciplinary action being taken, which includes investigative meetings, the Manager or their designate shall ensure that a Steward is present at the time of the meeting. In the event an employee is disciplined or discharged, the Manager or their designate shall ensure that a Steward is present at the time the employee is advised of the discipline or discharge.

- (b) If an employee is suspended without pay pending investigation, a decision will be made by Management within three (3) days to confirm or cancel the suspension or to adjust the length of suspension, except that in extenuating circumstances when a decision cannot be reached within three (3) days, Management and the Union will meet to determine whether or not the employee shall be returned to work during a period of further investigation.
- (c) If the suspension is cancelled, the employee shall receive pay for all normal time lost. If the suspension is found to be valid, the date of suspension shall be retroactive to the first day of suspension.

- 18.3 Records pertaining to employee discipline will be removed from the employee's personnel file on the third anniversary of each disciplinary action provided there have been no other disciplinary actions taken during the three year period in which case the disciplinary record will remain.
- 18.4 Where an employee's grievance against their discharge or discipline duly comes before an Arbitration Board the Board may make a ruling,
- (i) confirming the Corporation's action, or
 - (ii) reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of their case), or
 - (iii) disposing the grievance in any other manner which may be just and equitable

ARTICLE 19 - PROTECTION OF EMPLOYEE'S POSITION AND DISABILITY TRANSFERS

- 19.1 The Corporation agrees that where a change in organization within the Environmental Services Department or Community Services Department deprives an employee of employment, such employee, if permanent and qualified will be given preference in transferring to such civic works as may be available.
- 19.2 An employee will be expected to be physically able to perform any work required in their department which is usually performed by an employee in the same position classification. Any employee who is unable to perform any such work must be rated separately and their case specially considered, having regard to the nature of any work which they may be able to do.
- 19.3 a) Any employee who becomes unable to perform their usual work to advantage, owing to age or other good causes that medical examination may show, shall be given preference to such light work as is available and which they may be qualified to do.
- b) When an employee, due to medical reasons, is placed in a position carrying a lower rate, their existing rate shall be red-circled for a period of one (1) year from date of transfer. At the completion of this first year in the lower paid classification, their hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals. This retrogression shall proceed until the reduced wage rate and the wage rate of their new classification are the same. Upon reaching the rate of the lower paid classification, the employee concerned shall be granted negotiated increases for that classification.

If a lower rated position is not available, and an employee, due to medical reasons, is placed in a position carrying a higher rate of pay, the terms of Article 15.3 shall apply.

- 19.4 An employee to whom Article 19.2 and 19.3 applies shall be subject to an examination by the Corporation's medical examiner or by another physician selected by the Corporation and the full cost shall be paid for by the Corporation. The medical information obtained through such an examination shall be provided to the employee and the employee's treating physician and the Corporation's Occupational Health Physician. The Corporation shall be entitled to information regarding prognosis, restrictions, and abilities.

If the employee is not satisfied with their rating following such examination, they shall have the right to be examined by their own physician. If the report of the employee's physician is contrary to the first report, they shall be examined by a third physician satisfactory to both Parties. The third physician shall be requested to complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Corporation without the consent of the employee who may wish to use the same in support of a claim for special consideration.

- 19.5 a) The Corporation will not contract out any work which will result in any employee in the Bargaining Unit being laid off work.
- b) *TRANSFERRED P.U.C. EMPLOYEES*

The Corporation agrees it shall not put out for tender or contract any position now filled by a member of the Local who was a member of Local 4, CUPE, so as to have the effect of causing any permanent employee in the Bargaining Unit to be laid off or reduce their present rate of remuneration.

ARTICLE 20 CLOTHING & TOOL ALLOWANCE and ADMINISTRATION FEES

- 20.1 The Corporation agrees to provide at its own expense, to employees designated by the applicable Director or their designate the protective clothing and equipment as mandated by the *Occupational Health and Safety Act* and Construction and Industrial Establishment Regulations, all as amended from time to time, except for those safety items for which an allowance is provided per Article 20.2. The list of items are as follows:

- B.1 The following are particulars of the safety related clothing, equipment and frequency of issue mentioned in Article 20.

ITEM	FREQUENCY OF ISSUE
Rubber Boots	At discretion of the applicable Director or their designate.
Wet weather gear	At discretion of the applicable Director or their designate.
Safety glasses	At discretion of the applicable Director or their designate.
Gloves	At discretion of the applicable Director or their designate.
Hard hats	At discretion of the applicable Director or their designate.
Safety goggles	At discretion of the applicable Director or their designate.
High Visibility vest	At discretion of the applicable Director or their designate.
Reflective jacket	At discretion of the applicable Director or their designate. Effective July 25, 2024, employees in Road Operations may elect to substitute their entitlement for a reflective jacket for reflective cover-alls instead.
Reflective cover-alls	At discretion of the applicable Director or their designate.
Effective July 25, 2024: Arc flash clothing	At discretion of the applicable Director or their designate.

The wearing of clothing in accordance with the Workplace Attire Policy and all pertinent safety related clothing (including approved safety footwear) and equipment by members of the Bargaining Unit while on duty is a condition of employment. The Corporation shall use its best efforts to ensure that proper fitting clothing, footwear and equipment are available for employees.

20.2 Clothing and Footwear Allowance

- (a) All permanent employees shall receive a clothing and footwear allowance of \$700 except as noted in clause (d) and clause (e);
- (b) For new permanent employees hired during the calendar year, the annual applicable clothing and footwear allowance shall be pro-rated on a monthly basis commencing the month after the hire date;

- (c) The Corporation shall continue to provide wet weather gear and safety items set out per Article 20.1. The Corporation shall use its best efforts to ensure that proper fitting wet weather gear and safety items are available for employees;
- (d) The Corporation shall continue to provide coveralls, cleaning facilities or cleaning services, for Fleet and Wastewater Treatment Operations employees. Employees in these positions shall receive an annual clothing allowance of \$650
- (e) The Corporation shall provide two pairs of safety boots per year to permanent employees requiring special fit boots, as specified by medical certificate. These employees shall receive a clothing allowance of \$450
- (f) All Clothing Allowances shall be paid on the second pay period in the month of December each year, except as noted under (b)

20.3 TOOL ALLOWANCE- To those permanent employees in classifications designated by management to supply their own tools as a condition of employment for the adequate performance of their position, the Corporation shall pay an annual allowance as follows:

Group 1 - Motor Vehicle Mechanic and Journeyperson Industrial Maintenance Mechanic (Millwright), Small Engine Mechanic, \$650.

Group II- Water Supply Operator, Journeyperson General Carpenter, Master Electrician, Master Plumber HVAC Technician, Refrigeration Mechanic, Steam fitter, Industrial Electrician, Instrumentation Technologist, Facility Servicer, \$450.

Apprentices shall receive the same tool allowance as the certified trade the apprentice is registered in, per the schedule above.

For new permanent employees hired during the calendar year, the annual applicable tool allowance shall be pro-rated on a monthly basis commencing the month after the hire date.

20.4 ADMINISTRATION FEES- The Corporation will pay the Administration Fees of all Licensing or Certification required for employees for the performance of their work in accordance with the approved Job descriptions, with the exception of Driver's Licenses.

20.5 The Employer shall reimburse every employee who is required to maintain an AZ or DZ licence to a maximum of one hundred and twenty-five dollars (\$125.00) (effective July 25, 2024, one hundred and fifty dollars (\$150.00)) to cover the costs of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario. The employee shall be required to produce evidence of payment.

**ARTICLE 21 – LEAVE OF ABSENCE FOR UNION BUSINESS AND
LIMITS ON UNION TIME OFF WITH PAY**

- 21.1 Subject to Article 21.3, leave of absence without loss of seniority shall be granted to not more than four (4) employees who are elected or appointed to represent the Union at a conference or convention.

Effective July 25, 2024, replace the above paragraph with the following paragraph:

Subject to Article 21.3, leave of absence without loss of seniority shall be granted to not more than five (5) employees or as otherwise approved by the Director, Human Resources or designate, who are elected or appointed to represent the Union at conference or convention.

- 21.2 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority. An employee who is selected or appointed to a full-time position with the Union shall be granted up to twenty-four (24) months leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority. While on such leave of absence, the employee may make across the counter payments to continue their medical, hospital, pension and other benefits under this Agreement. The aforementioned payments are capped at thirty-five percent (35%) of base pay. Upon the expiration of either of such types of leave of absence, the employee shall resume their duties with the Corporation, or if they fail to return at that time, Article 6.6 shall apply.
- 21.3 The combined total of time off that will be granted with pay for all bargaining unit members, save and except the Union President, under Articles 5.3 (a), 16.1 and 21.1 shall not exceed 2,500 hours per calendar year. No other time off with pay and/or leaves of absence with pay shall be granted to any bargaining unit member for the purposes of conducting Union business, any other Union duties or activities or for any other reason. All requests for time off in excess of 2,500 hours per calendar year shall be without pay.

ARTICLE 22 - LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

- 22.1 Where an employee with the Corporation, is absent by reason of a summons to serve as a juror, or of a subpoena as a witness, they may at their option:
- (i) take a leave of absence without pay and retain both the fee and the expense allowance paid by the Court; or
 - (ii) charge the absence against vacation credits and retain both the fee and expense allowance paid by the Court; or

- (iii) treat the absence as a leave with pay (but with no charge against any of their credits) but surrender the fee and expense allowance to the Commissioner of Finance and Administration and City Treasurer when received.

Notwithstanding the above, an employee who is subpoenaed as a witness at a grievance arbitration arising from the administration of this Collective Agreement shall receive their normal base pay for the day of the hearing and shall not be required to attend at work on their normal shift for that day.

22.2 A Division Manager may grant leave of absence without pay in case of a personal emergency.

22.3 Two members of the Union shall be given time off, with pay, to attend funerals of City employees.

22.4 Bereavement Leave

- In the case of death in the immediate family of an employee, namely, spouse, child, mother, father, sister, brother, step-child, step-mother, step-father, step-brother, step-sister, grandchild, or legal ward, or guardian, an employee shall be permitted to be absent for five (5) working days with pay;
- in the case of death of mother-in-law, father-in-law, grandmother, or grandfather, an employee shall be permitted to be absent two (2) working days with pay, including the day of the funeral; and
- for a relationship beyond the above, such as uncles, aunts, cousins, nephews, nieces, sister-in-law and brother-in-law, an employee shall be permitted to be absent from work one (1) day with pay for the purpose of attending the funeral and/or the memorial service of such relative.

In the event of a bereavement of one of the relatives named above, the Director may increase the paid leave for up to two (2) days for an employee to attend a funeral or memorial service beyond the Province of Ontario or in Ontario if additional travel time is deemed necessary and reasonable.

22.5 "With pay" shall mean the regular rate of pay or if acting, "with pay" will be the acting rate of pay if acting the day before and the day after the bereavement leave.

22.6 The Corporation will provide pregnancy and parental leaves in accordance with The Employment Standards Act 2000 as amended from time to time, Province of Ontario, except that the leave of absence upon request shall be extended for maternity leave for a period not exceeding six (6) months.

TRANSFERRED P.U.C. EMPLOYEES

In addition to the requirement of the Employment Standards Act 2000 as amended from time to time, an additional leave of absence to a maximum of six months duration immediately following the pregnancy and parental leave will be granted upon request.

During pregnancy and parental leaves the employees seniority and vacation credits shall continue to accumulate. The Corporation shall continue medical plan coverage as per article 14. The employee will notify the employer, in writing, if they do not wish to continue contributions to O.M.E.R.S.

During the pregnancy and parental leaves the employee will not be eligible for Bulletined Positions, Sick and Accident Plan, and WSIA Benefits.

ARTICLE 23 - TEMPORARY EMPLOYEES

- 23.1 (a) The Corporation may hire personnel on a temporary basis for not more than twenty-six (26) consecutive weeks for special projects, or to cover leave of absence, or during periods of heavy work load, or in the case of illness of an employee in the Bargaining Unit, or for vacation relief, or, in the cases of emergency. The temporary period of employment aforementioned shall not be considered interrupted by layoff of less than one (1) working day.

Effective July 25, 2024, notwithstanding the foregoing, a maximum of four (4) employees in Parks Operations may be hired on a temporary basis for not more than thirty (30) consecutive weeks. The temporary period of employment aforementioned shall not be considered interrupted by layoff of less than one (1) working day.

- (b) The engagement of temporary employees may be extended by agreement of the Parties.
- (c) No temporary employee will be employed from November 15 of a year to April 1 of the following year, unless no permanent employee had the necessary qualifications, skills, or abilities to perform the work in question, or no permanent employee would perform the work in question, or in cases of emergency conditions caused by environmental conditions.
- (d) The rate of pay for a temporary employee shall be the starting rate according to said Schedule "A". Save and except that the rate of pay for a temporary employee performing the duties of the Maintenance and Operations Worker job shall be the starting rate of Class Code Level 6 as set out in Schedule "A". A temporary employee shall not be covered by any of the other terms and conditions of this Agreement, save for Article 2, Article 12, Article 13, Article 21.1 and Article 22. Temporary employees with one year of service shall be covered by the grievance/arbitration procedures of Articles 16 and 17, if they are terminated for cause. The "Lieu Day" set out in Article 12.1 of this agreement shall not be applicable to a temporary employee unless they are in the employ of the Corporation prior to, and following, November 11 in each year.

- 23.2 Notwithstanding the provisions of Article 6, a temporary employee (including a temporary employee whose engagement is extended pursuant to Article 23.1(b)) shall not become a permanent probationary employee nor be covered by any of the terms and conditions of this Agreement save as expressly set out in this Article; provided that if any such employee is, during their engagement as a temporary employee, either hired by the Corporation on a permanent basis or is the successful applicant for any posted vacancy under Article 8, they shall be credited with seniority dating back to the date of their last hiring (a break in service within the bargaining unit of less than one month (up to 31 calendar days) shall be considered provided that in no case shall the employee's seniority date be backdated beyond January 1st of the calendar year in which they were permanently hired).
- 23.3 It is the intention of the Parties that no employee who has acquired seniority under this Agreement and who is shown on a seniority list will be laid off work by reason of hiring of temporary employees under this Article, provided the permanent employee has the necessary qualifications to perform the work that would be performed by the temporary employee.

ARTICLE 24 - NO STRIKES OR LOCKOUTS

- 24.1 So long as this Agreement continues to operate, there will be no strikes or lockouts as those terms are defined in the Labour Relations Act, 1995 as amended from time to time.

ARTICLE 25 - GENERAL

- 25.1 Either Party to this Agreement may, within the period of (90) days before the Agreement ceases to operate, give notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modification, of this Agreement. Within (15) working days of receipt of such notice, or within such further period as the Parties agree upon, they shall bargain in good faith and make every reasonable effort to arrive at a Collective Agreement. The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. Accordingly, true copies of this Agreement (together with all schedules and appendices) shall be printed in a Union shop and bear the appropriate Union labels. One-half of the cost of such printing shall be paid by the Corporation and one-half shall be paid by the Union.

ARTICLE 26 - RIGHTS AND PRIVILEGES

- 26.1 All the rights, benefits and privileges which the employees now enjoy, receive or possess shall, to the extent that the same do not conflict with this Agreement, continue to be enjoyed, possessed and held by the employees.

26.2 Any rights of the Union which are not specifically mentioned in this Agreement shall, to the extent that the same do not conflict with this Agreement, continue in full force and effect for the duration of this Agreement.

ARTICLE 27 - TRAINING

27.1 (a) The Corporation agrees to provide, within Departmental budget restrictions, as determined by the Corporation, opportunities for job training in any and all Classifications.

(b) The same factors as described in Article 6.4 of this Agreement shall be considered in all matters of choosing applicants for such training opportunities.

27.2 For the purposes of clarification, training programs shall be categorized as follows:

- A. Promotional Training
- B. Job Related Training

(a) **PROMOTIONAL TRAINING** – A notice shall be posted by the Corporation for promotional training, as required. All interested employees may apply for the training opportunity which shall be posted for a period of eight (8) working days. Employees that apply and qualify for posted training opportunities shall receive the bulletin rate of the classification where the training opportunity exists.

The Corporation shall retain the applications received for promotional training for a period of two years from closing and schedule training as required with the provisions of Article 6.4 and Article 8.1 to apply. Employees who are successful in applying to the posted opportunity shall be expected to complete the promotional training offered.

(b) **JOB RELATED TRAINING** – It is recognized by the parties that job related training is required to comply with legislated requirements and to upgrade skills of employees. Certain training is required by legislation and will be provided within the job classification without posting.

27.3 Where an employee requests a training opportunity, and successfully completes such training, the employee is required to accept appointments to the position or for the equipment or vehicle, for which they have been trained.

27.4 The Corporation shall reimburse an employee 100% of the tuition cost of a course of instruction taken by such employee to better qualify them to perform their job and such courses must be approved in writing by the employee's Deputy City Manager prior to commencement. Payment shall be made upon the employee providing proof of successful completion of the course and original receipt of tuition expenditure.

27.5 The Corporation recognizes the need for maintenance of employee qualifications and may provide the opportunity for an employee to attend training courses. Training

opportunities outside of the City of London will be offered at the discretion of the Division Manager. When required to travel outside the normal work day to attend such training, an employee will receive one hour regular pay at their classification rate for every 100 kilometres traveled. No other compensation or entitlements shall apply.

27.6 When an employee is required by the Corporation to undertake any course of instruction, or to attend any conference or seminar, outside the City of London, reimbursement for approved transportation and traveling expenses shall be paid by the Corporation.

27.7 Trainer Opportunities

Employees designated as Trainers for posted training opportunities shall receive the next higher job rate for such training hours.

In order to accommodate training needs, when Management (with the input of the Employee Development Committee) determines that there is a need for a Bargaining Unit trainer extending beyond one week, such opportunities shall be filled in accordance with Article 8.1 and Article 6.4, identifying the skills and abilities necessary for the training assignment.

27.8 a) Maintenance & Operations Worker

Employees in the Maintenance and Operations Worker classification will be ordinarily expected to be cross-trained on the basis of work type of current assignment (e.g., Roads, PCP, etc.). Any difficulties will be dealt with by the Employee Development Committee.

On a season by season basis, employees holding the bulletin will be afforded the opportunity to identify the work type within the bulletin (e.g., PCP, Transportation, Districts, etc.) which they would prefer. To the extent practical in consideration of the needs to maintain efficient operations, crews will be made up on a seasonal basis so that the preferences of Senior employees are considered.

b) Equipment Operator 2

Training opportunities will be posted for employees within the bulletin. On a season by season basis, senior employees holding the bulletin may identify preferences with respect to equipment training and type of equipment (not necessarily specific units or sites) to be operated and the work area (e.g. Transportation, Water, Sewer, Wastewater etc.), and these preferences will be accommodated to the extent practical considering the need for efficient operations. Where there is a shortage of skilled operators for particular pieces of equipment for which no senior employee within the bulletin has expressed an interest, Management will request that junior employees undertake the training. Any difficulties will be dealt with by the Employee Development Committee.

27.9 Despite Article 27.2 and any other provision in the Collective Agreement, the Corporation may designate Shift Operators to train PCP Operations Helpers in the duties of the Shift Operator job, including being an operator for the purposes of Ontario Regulation 129/04, without the requirement of any posting for promotional training. If the Corporation does decide to provide training in the duties of being a Shift Operator it shall comply with the following:

- a) The Corporation shall advise the PCP Operations Helper being trained and the Shift Operator designated to train the Helper, in advance and in writing, of the shifts on which the training will occur, with dates and hours of the training. A copy of this written notice shall also be provided to the Secretary of the Union.
- b) Article 27.7 shall apply in respect of the payment to Shift Operator for the hours spent training the PCP Operations Helper.
- c) The most senior Shift Operator on the shift and working in the plant or pumping station as applicable in which the training is being provided shall be selected to provide the training. Only those Shift Operators who express a desire to provide such training will be selected.

ARTICLE 28 - LAYOFF AND RECALL

28.1 Where a permanent employee is to be laid off or recalled, such layoff and/or recall shall be in accordance with the following procedure.

28.2 (a) Written notice of the layoff shall be provided to the employee(s) affected at least five (5) working days in advance of the scheduled start of the layoff. Such notice shall be considered to have been delivered to the employee on the day it is delivered to them personally, or two (2) calendar days after it is mailed (by registered mail) to their address on record.

(b) Employees who receive such notice of layoff may displace less senior employees within the Bargaining Unit.

(c) In every case where an employee assumes a position, either by displacing another employee, or upon recall, the employee assuming the position must have the necessary qualifications, skills and abilities to effectively perform the duties of the position assumed.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

(d) Employees with notice of layoff may displace less senior employees first, within their job and Bargaining Unit or if they have the least seniority in that job or

Bargaining Unit then within any job within their Bargaining Unit, then they are least senior in their Bargaining Unit or do not have the necessary qualifications, skills or abilities to efficiently perform any other work in their Bargaining Unit, then any job in the Bargaining Unit which is being performed by a less senior employee.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

- (e) Employees on layoff will not be paid wages for the time the employees are on layoff. All other benefits shall continue until the last day of the second calendar month following the month in which the layoff actually occurred. Such benefits shall include both group insurance benefits, and those benefits operated by seniority, including Statutory Holiday benefits and vacation entitlement.

If the layoff extends beyond the last day of the second calendar month following the month in which the layoff actually occurred, no benefits shall accumulate beyond that date, except as specifically noted. An employee's seniority shall be considered interrupted as of the specified date, and no benefit which operates by the employee accumulated seniority or which operates by the employee being regularly at work, shall accumulate. Where benefits are provided by the payment of a premium, those benefits may be continued provided the employee gives notice to the Human Resources Division of the employer, that they wish to continue participation in the benefit plan and pays the entire cost of the premium directly to the Human Resources Division. Such premium payment must be made not later than the twenty-fifth (25th) day of the month prior to the month in which the premium is due.

The employee may continue such payment, and participation in such group plans, for not more than twelve (12) months.

If the employee fails to give notice that they wish to participate in the programs, or if they do not provide the premium cost as set out in this Article, their benefits and coverage shall be automatically terminated, and they will not be eligible for further coverage, until and unless they return to employment.

Notwithstanding the provisions of Schedule "B" of this Agreement, employees on layoff are not entitled to a clothing issue until such time as they are recalled to duty. Under no circumstances will an employee be entitled to more than one clothing issue in a calendar year.

In the year following a year in which an employee was laid off, their vacation shall be prorated based on the time they actually worked.

- (f) Employees shall be recalled to duty in order of seniority. Notice of recall will be given by registered mail to the employee's address on record with the Human

Resources Division. It is the employee's responsibility to ensure such address on record is current.

An employee will be deemed to have voluntarily terminated all employment if they fail to make themselves available for work within ten (10) calendar days following the mailing of their notice of recall.

New employees shall not be hired until those laid off have been given an opportunity of recall.

An employee shall not be terminated if they can satisfy the employer that they could not return to work because of situations beyond their control.

- (g) Employees assuming positions, either by displacing other employees, or upon recall, receive the wage rate for the position assumed.
- (h) The President, the First Vice President, the Second Vice President, the Secretary, and the Treasurer of the Union shall, for the purposes of the layoff and Recall Article only, be considered to have greater seniority than any other employee in the Bargaining Unit, and assuming they have the necessary qualifications, skills and abilities to perform the work available, they shall be the last persons laid off, and the first persons recalled. If it should be necessary to lay off among these positions, the President shall be assumed to have the greatest seniority, and the other officers shall have declining seniority in accordance with the order in which they are herein named.
- (i) Grievances concerning the Layoff and Recall procedure shall be submitted immediately upon the Union becoming aware of any such grievance. The grievance shall be submitted, in writing, at Step 3 of the grievance procedure. In such circumstances, the Director, Human Resources may have such other Corporation representatives present as are required to address the grievance.
- (j) Copies of any notices given under this Article shall be given to the Secretary of the Union at the same time it is distributed to the employee concerned.

28.3 All employees with a seniority date prior to February 1, 1985, shall not be subject to layoff.

ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be for a term commencing on the 1st day of January, 2024, and ending on the 31st day of December, 2027, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.

IN WITNESS WHEREOF the Parties have executed this Agreement:

FOR THE UNION:

Jennie McBride

Date *June 5/25*

[Signature]

Date *June 5/25*

[Signature]

Date *June 5/25*

Marni Mayfield

Date *June 5, 2025*

[Signature]

Date *June 5/25*

FOR THE CORPORATION:

[Signature]
Mayor *Josh Morgan, Mayor*

JUN 27 2025
Date

[Signature]
City Clerk *Michael Schultness, City Clerk*

JUN 27 2025
Date

CITY SOLICITOR'S OFFICE CITY OF LONDON	<i>[Signature]</i>
DATE: <i>June 5, 2025</i>	
APPROVED AS TO FORM ONLY	

APPENDIX 'A'
LONG TERM DISABILITY DETAILS

ELIGIBILITY - All full time active employees. New employees upon completion of probationary period.

COMPULSORY BENEFIT - Yes.

WAITING PERIOD - Minimum of 196 calendar days but not before exhaustion of sick leave and weekly indemnity benefits.

BENEFIT LEVEL - 70% of salary at the time of disability. Salary hourly rate x normal annual hours.

MAXIMUM BENEFIT - \$2,800 per month. Effective January 1, 2021, \$4,500.00 per month. Effective January 1, 2023, \$5,000.00 per month.

BENEFIT DURATION - The earlier of recovery, age 65 or death.

OFFSETS - Employee Canada Pension Benefit (not dependent) and Workplace Safety and Insurance if 65% benefit level. If 85% all income sources participated in by the employer and employee, e.g. OMERS disability, Canada Pension disability benefit and Workplace Safety and Insurance benefits if applicable.

PRE-EXISTING CONDITIONS - This clause is waived.

OWN OCCUPATION - 2 years own occupation. Beyond that, any occupation. Also provides for a two year rehabilitation period with a 50% benefit level.

NERVOUS & MENTAL RESTRICTIONS - Must be under the care of a psychiatrist if not, benefit could be reduced to a 50% Level.

WAIVER OF PREMIUM - No premium is payable if eligible for benefit.

UNDERWRITING METHOD - Fully pooled as opposed to experience rating.

PREMIUM SHARING - 100% paid by the employer.

IMPLEMENTATION DATE - Revised January 1, 1992

APPENDIX "B"
RETIREES BENEFITS – Excluding Transferred P.U.C. Employees

A retiree is defined as either an employee who is retiring and who is eligible to receive a nonactuarially reduced OMERS pension or an employee who has at least twenty years of service and who is eligible to receive an actuarially reduced OMERS pension. In either case, eligible to receive the pension means the pension will commence to be paid to the retiree effective the first day of the month following the month in which the employee retires.

The carrier of the retirees group will be established in conjunction with the Corporation employee group carrier.

The specific criteria for eligibility are:

- the retiree may elect single or dependent coverage as applicable.
- eligibility to participate in the Plan ceases at age 65 for any person insured.
- retiree to pay 75% of the premiums effective April 1, 1989, and 50% of the premiums July 1, 1990. Effective with retirements after December 1, 1992, the Corporation will pay 100% of premium costs for eligible retirees including those retirees who retired prior to December 1, 1992.
- a spouse of a deceased retiree may continue participation until the earlier of the:
 - (i) date the retiree would have attained age 65 years, or;
 - (ii) the date the surviving spouse remarries, or;
 - (iii) the date the survivor attains the age of 65.
- The retiree must enroll in the Plan at the time of retiring and must continue uninterrupted participation in order to be eligible to participate in the Plan.
- The retiree must be domiciled in Canada.
- The retiree will waive any right to claim against the Corporation and the Carrier in the event their coverage lapses by reason of any act or omission on the retiree's part in fulfilling any of the terms and conditions of the plan.

Appendix C

Re: Mandatory Generic Drug Substitution - Article 14

The parties agree to the following as it relates to the implementation of the mandatory generic drug substitution in Article 14:

The parties agree to grandparent any employee or their dependent who:

- was prescribed and using a brand name drug within nine (9) months of June 25, 2024; or
- has a chronic illness/condition or episodic illness/condition diagnosed prior to June 25, 2024, for which there is a demonstrated pattern of use of the brand name drug.

The above employees or their dependents shall continue to be covered under the applicable insurance plan in accordance with the terms of the plan for the brand name drug until such time as the employee or their dependent is no longer prescribed the drug.

Employees or their dependents who meet these criteria and wish to continue coverage of the brand name drug must comply with the process as provided by the insurer. This process shall include proof of payment from the pharmacy verifying the cost and amount paid within one hundred and twenty (120) days of ratification. If proof of payment and any other requirements are not submitted within one hundred and twenty (120) days of ratification the Mandatory Generic drug substitution will apply for all brand name drugs continuously prescribed prior to the date of ratification in accordance with Article 14.

This Appendix shall expire and no longer form part of the Collective Agreement on the date that no employee or their dependent is provided a brand name drug in accordance with the process set out above.

Schedule "A"
Wage Schedule
Effective January 1, 2024 - December 31, 2027

<u>Class Code</u>	<u>Position Title</u>		<u>Start Rate</u>	<u>Six Month Rate/Job Rate</u>	<u>Twelve Month Rate/Job Rate</u>
W0320	Labourer	1-Jan-24	\$21.39	\$23.74	
W0322	Parks and Recreation Maintenance Helper	1-Jan-25	\$22.03	\$24.45	
		1-Jan-26	\$22.69	\$25.18	
		1-Jan-27	\$23.30	\$25.86	
W04XX		1-Jan-24	\$21.98	\$24.43	
		1-Jan-25	\$22.64	\$25.16	
		1-Jan-26	\$23.32	\$25.91	
		1-Jan-27	\$23.95	\$26.61	
W0522	Garbage Collector	1-Jan-24	\$23.08	\$25.66	
W0530	Facility Attendant	1-Jan-25	\$23.77	\$26.43	
		1-Jan-26	\$24.48	\$27.22	
		1-Jan-27	\$25.14	\$27.95	
W0623	P.C.P. Operations Helper	1-Jan-24	\$24.24	\$26.92	
W0628	Traffic Maintenance Painter	1-Jan-25	\$24.97	\$27.73	
W0629	Seasonal Traffic Maintenance Painter	1-Jan-26	\$25.72	\$28.56	
W0630	Garage Servicer/Truck Washer	1-Jan-27	\$26.41	\$29.33	
W0633	Traffic Sign Maintenance Helper				
W0720	P.C.P. Maintenance Helper	1-Jan-24	\$25.41	\$28.28	
W0726	Seasonal Asphalt Raker	1-Jan-25	\$26.17	\$29.13	
W0733	Assistant Zookeeper	1-Jan-26	\$26.96	\$30.00	
W0736	Storybook Gardens Operations Worker	1-Jan-27	\$27.69	\$30.81	
W0737	Maintenance & Operations Worker				
W0738	Weigh Scale Operator				

W0827	Sign Writer	1-Jan-24	\$26.68	\$29.64	
W0828	Seasonal Concrete Finisher	1-Jan-25	\$27.48	\$30.53	
W0835	Seasonal Senior Asphalt Raker	1-Jan-26	\$28.30	\$31.45	
W0837	Landfill Facilities Operator	1-Jan-27	\$29.06	\$32.30	
W0838	Seasonal Tile Setter				
W0922	Leading Parks and Recreation Worker	1-Jan-24	\$28.02	\$29.70	\$31.11
W0927	Forestry Equipment Operator	1-Jan-25	\$28.86	\$30.59	\$32.04
W0932	Assistant Greenskeeper	1-Jan-26	\$29.73	\$31.51	\$33.00
W0933	Traffic Sign Maintenance Person	1-Jan-27	\$30.53	\$32.36	\$33.89
W0935	Equipment Lubricator				
W0936	Storybook Gardens Arena Operations Worker				
W0938	Sign Painter				
W0939	Arena & Operations Worker				
W0940	Facility Servicer Assistant				
W0941	E.1 Tractor/Trailer				
W1023	Masonry Tradesperson	1-Jan-24	\$29.38	\$31.18	\$32.65
W1027	Gardener	1-Jan-25	\$30.26	\$32.12	\$33.63
W1029	Communication Operator	1-Jan-26	\$31.17	\$33.08	\$34.64
W1030	Leading Facilities Maintenance Painter	1-Jan-27	\$32.01	\$33.97	\$35.58
W1031	Facilities Maintenance Painter				
W1032	Equipment Operator 2				
W1033	Extended Arm Mower Operator				
W1034	Small Engine Mechanic				
W1036	Pavement Line Marker (Traffic)				
W1037	Sewer Maintenance Operator				
W1038	Seasonal Gardener				
W1039	Facility and Equipment Operator				
W1040	Sanitation Operator				

W1124	Leading Landscaper	1-Jan-24	\$30.85	\$32.75	\$34.25
W1128	Steamfitter	1-Jan-25	\$31.78	\$33.73	\$35.28
W1135	Water Sewer Utility Worker	1-Jan-26	\$32.73	\$34.74	\$36.34
W1138	Welder Fabricator	1-Jan-27	\$33.61	\$35.68	\$37.32
W1139	Water Distribution Operator 1				
W1140	Sewer Construction Operator				
W1220	PCP Shift Operator	1-Jan-24	\$32.39	\$34.35	\$36.01
W1225	Tree Trimmer	1-Jan-25	\$33.36	\$35.38	\$37.09
W1231	Waterworks Utility Worker II	1-Jan-26	\$34.36	\$36.44	\$38.20
W1232	Water Meter Servicer	1-Jan-27	\$35.29	\$37.42	\$39.23
W1233	Asphalt Paver & Float Operator				
W1234	Journeyman General Carpenter				
W1324	Greenhouse Grower	1-Jan-24	\$33.99	\$36.07	\$37.76
W1326	Waterworks Inspector	1-Jan-25	\$35.01	\$37.15	\$38.89
W1327	Refrigeration Mechanic	1-Jan-26	\$36.06	\$38.26	\$40.06
W1328	Chief Operator-Arena	1-Jan-27	\$37.03	\$39.29	\$41.14
W1329	Water Operations Plumber				
W1331	Hoist Truck Operator				
W1332	Equipment Operator 1				
W1420	Zookeeper	1-Jan-24	\$35.65	\$37.87	\$39.63
W1422	Master Plumber	1-Jan-25	\$36.72	\$39.01	\$40.82
W1423	Leading Tree Trimmer	1-Jan-26	\$37.82	\$40.18	\$42.04
W1430	Journeyman Industrial Mechanic	1-Jan-27	\$38.84	\$41.26	\$43.18
W1431	Greenskeeper				
W1503	Chief Wastewater Operator (see below Level 16 effective June 25, 2024)	1-Jan-24	\$37.39	\$39.73	\$41.58
W1504	Leading Water Distribution Operator (see below Level 16 effective June 25, 2024)	1-Jan-25	\$38.51	\$40.92	\$42.83

W1506	Leading Sewer Construction Operator	1-Jan-26	\$39.67	\$42.15	\$44.11
W1507	Water Supply Operator	1-Jan-27	\$40.74	\$43.29	\$45.30
W1508	Industrial Electrician				
W1509	Instrumentation Technologist (see below effective June 25, 2024)				
W1510	Motor Vehicle Mechanic				
W1511	HVAC Technician				
W1512	Master Electrician				
Level 16 effective June 25, 2024					
W1600	Chief Wastewater Operator	25-Jun-24	\$39.23	\$41.68	\$43.61
W1601	Leading Water Distribution Operator	1-Jan-25	\$40.41	\$42.93	\$44.92
W1602	Instrumentation Technologist	1-Jan-26	\$41.62	\$44.22	\$46.27
		1-Jan-27	\$42.74	\$45.41	\$47.52
W0120	Temporary Labourer	1-Jan-24	\$18.11		
		1-Jan-25	\$18.65		
		1-Jan-26	\$19.21		
		1-Jan-27	\$19.73		
W0220	Temporary Golf Course Maintainers (effective July 25, 2024, new title "Temporary Golf Course Maintainers I")	1-Jan-24	\$18.30		
		1-Jan-25	\$18.85		
		1-Jan-26	\$19.42		
		1-Jan-27	\$19.94		
Effective July 25, 2024: W0635: Temporary Golf Course Maintainers II		1-Jan-24	\$24.24		
		1-Jan-25	\$24.97		
		1-Jan-26	\$25.72		
		1-Jan-27	\$26.41		

SCHEDULE "B"
APPRENTICESHIP AND LEARNERS PROGRAM
LOCAL 107, C.U.P.E.

Part 1 - Apprenticeship Program

The following are the terms and conditions which apply to the establishment of an Apprenticeship Program in the Outside Works Division of the Environmental Services Department of the City of London. Such Program is permitted in accordance with the "Ministry of Training, Colleges and Universities".

- (1) The Parties agree that the City, retains the sole and unrestricted right to determine when, and if, an Apprenticeship Program will be established for any given certified trade; and further to determine if such Program, once established, will be maintained, and further the number of Apprentices, if any, to be employed in the Apprenticeship Program.
- (2) Apprentices shall become, or remain, as the case may be, members of the Union, in the manner provided in the Collective Agreement.
- (3) (a) Wage levels for Apprentices shall be established as follows:
 - (i) For the first period of apprenticeship, 70% of the one year rate of the certified trade, as set out in the Collective Agreement:
 - (ii) Following successful completion of 1st period (Basic) 80%
 - (iii) Following successful completion of 2nd period(Intermediate) 90%
 - (iv) Following successful completion of 3rd period (Advanced) and final examination 100%
- (b) Where the employer determines that an individual is eligible to commence an Apprenticeship Program in a period other than the first period, based on the employee's previous education, training and experience, their wages shall be adjusted accordingly.
- (c) Regardless of the number of periods required for the certification in a given trade, where a person is not eligible under (b) to start at any level other than the first, they shall start at the first level. The individual will then progress through the established program.

When an apprentice is attending the required educational course for their specific trade, the City will provide the difference, if any between their existing and current salary level and any money, wages or salary paid to them for their attendance at such courses.

- (4) Apprentices will be provided with all the benefits, (as defined in the Collective Agreement between the City and the Union), provided other employees except as amended or restricted by the Act of this Schedule.
- (5) Employees in the Bargaining Unit known as the Outside Works Unit, as defined in the Collective Agreement between the City and the Union, will receive first opportunity to apply for any given Apprenticeship Program.

Application will be by the existing bulletin process.

Applicants must first meet the requirements of the Act.

Applicants will then be considered in accordance with the terms of the Agreement.

Failing any appointment from within the Bargaining Unit, the Corporation is free to make such appointment as they see fit.

(6) Seniority

If a person has seniority within the Bargaining Unit and is unable to complete the apprenticeship, for whatever reason save termination of the Program for cause, the employee shall be placed in a non-bulletined position.

Any person who successfully completes an Apprenticeship Program will be offered a bulletined position within the Bargaining Unit in the person's certified trade.

- (7) Contracts of Apprenticeship will be terminated in accordance with applicable provisions of the Collective Agreement
- (8) Any employee who successfully applies for an Apprenticeship Program shall, upon successful completion of the trial period provided in the Collective Agreement, be deemed to have relinquished any bulletined position they might hold.
- (9) An employee who is enrolled in an Apprenticeship Program waives the right to apply for other bulletined positions.

Part II - Learner Program

It is recognized that it is in the mutual best interests of both Parties to provide employees with opportunities which will lead to certain specialized jobs being filled from within the existing employee group. The employer may develop programs of formal training and work experience which, if successfully completed, will result in employees who will have their requisite skills competencies and qualifications to perform the work of the job in question. Such programs shall be referred to as a Learner Program. If the employer chooses to develop and implement a Learner Program the following shall apply:

- (1) The program will provide for formal training and work experience which, if successfully completed, will result in employees who will have the requisite skills competencies and qualifications to perform the work of the job in question. The program will be reviewed by the Employee Development Committee, and updated from time to time as the need arises. The program will clearly identify a time-phased series of modules, with each module having a pre-defined duration and will further define the expected skill, competencies and qualifications required at the completion of each module.
- (2) The employer shall, based upon the forecasted need and the time period required to complete the associated Learner program, determine the need to post and fill opportunities for Learner positions in accordance with the provisions of Articles 6 and Article 8. The posting shall identify the job being filled through the Learner provisions in keeping with the established practice.
- (3) The successful applicant to such posted opportunity will commence in module 1 of the related program. The applicant agrees thereby to undertake all training, education and work experience as determined by the program. At the conclusion of the time provided for in the program, the Learner will be assessed as to their skills, competencies, and qualifications relative to those established in the program. Learners who substantially meet those criteria will advance to the next module, and so on until the completion of all modules of the program. When all modules are successfully completed, the Learner will be confirmed as a regular incumbent in the job being filled through the Learner provisions i.e., no further posting will occur.

If a Learner does not substantially achieve the criteria established in the program, they will be provided with an extension equal to the pre-defined duration (not to exceed 3 months of the module in question) in the first instance in order to provide an opportunity to qualify. Should the employee fail to qualify, the employee will be deemed to be unsuccessful and will be reverted to the job which the employee held prior to entering the Learner program.

- (4) Rates of pay for Learners shall be established as follows, and as further outlined below for each of the jobs in question, except as otherwise agreed between the Parties.
 - (a) a schedule of pay rates shall be established based on the evaluated job rate for the job in question. A rate of 70% of the job rate shall be established as the first step in the pay schedule, to be effective for the duration of the employee's tenure in the first module.
 - (b) the rates of pay for each of the successive modules in the program shall be established on a pro-rata basis.

- (5) Employees who accept appointment to a Learner opportunity waive the right to post out of the program for the duration of the program and for one year after completion of the program, except with the approval of the Director, Human Resources or designate. Employees may not be displaced while completing a Learner program, except that in the event of a reduction in the number of positions of the job being filled through the Learner provisions, Learners shall be reduced in reverse seniority order prior to reducing employees who hold the bulletin.
- (6) The Employer shall pay for tuition fees related to courses required by the Learner program.
- (7) Learners may participate in overtime opportunities only upon exhaustion of the permanent employees who hold the bulletin of the job in question.

SCHEDULE "C"
FORMER P.U.C. BENEFITS
LOCAL 4, C.U.P.E.

Active employees listed below continue to receive the same benefits enjoyed with their previous employer until the Parties agree otherwise or November 30th, 2001, whichever is earlier:

ACTIVE

Jeff Bogal
William Dark
Thomas Edie
Christopher Monk
Allan Moore
Grant Murphy
Shaun Trudell
Teresa Vanderwerf
William Wallace
Timothy Whitworth

LETTERS OF UNDERSTANDING/COMMITMENT

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the Corporation)**

- and -

**C.U.P.E., LOCAL NO. 107
(hereinafter called the Union)**

The following Letters of Understanding have been renewed and re-dated by the Parties and compiled into this document as follows:

<u>Index Letter No.</u>	<u>Subject</u>
2024-01	Equipment Operators and Drivers
2024-02	Winter Control Operations
2024-03	Benefits for Laid off Employees
2024-04	Loss of Driver's Licence
2024-05	Rest Periods/Overtime
2024-06	Hours of Work Permit –Greenway Operations
2024-07	Leave of Absence for Union Business
2024-08	Letter of Commitment re Contracting Out
2024-09	Re: Ontario Works
2024-10	Re: Golf Course Operations
2024-11	Re: Water Main Maintenance Overtime
2024-12	Ontario Pay Equity Act
2024-13	Terms of Dedicated Presidency for Local 107
2024-14	Meal Allowances for Road or Sidewalk Plough Employees
2024-15	Arena Operations
2024-16	Protocol for Complaint/Grievance Investigation
2024-17	Service Delivery Options in Solid Waste Operations
2024-18	Work Day in Excess of Eight Hours
2024-19	Scheduling on paid Holidays - Arenas
2024-20	Excess Hours of Work Agreement
2024-21	Winter Control Employees - Standby
2024-22	E1 Promotional Training
2024-23	Water Operations
2024-24	Letter of Commitment: Sanitation Operations
2024-25	Letter of Commitment: Asphalt Raker, Concreate Finisher, and Tile Setter Seasonal Bulletins
2024-26	Motor Vehicle Mechanic
2024-27	Road Operations Summer Night Shift

FOR THE UNION:

James McBride

June 5/25
Date

[Signature]

June 5/25
Date

[Signature]

June 5/25
Date

Maria Maxfield

June 5, 2025
Date

[Signature]

June 5/25
Date

FOR THE CORPORATION:

[Signature]
Mayor
Josh Morgan, Mayor

JUN 27 2025
Date

[Signature]
City Clerk
Michael Schulthess, City Clerk

JUN 27 2025
Date

CITY SOLICITOR'S OFFICE CITY OF LONDON	R'
DATE: <u>June 5, 2025</u>	
APPROVED AS TO FORM ONLY	

Renewal Letter of Understanding Number: 2024-01

Original date Signed: November 23, 1989

SUBJECT: Equipment Operators and Drivers

This letter will confirm our discussions at the Labour-Management meeting held Thursday, November 16, 1989.

During this meeting, it was agreed by both parties that where a reduction or reassignment of work was involved, within the drivers' and equipment operators' classifications, senior drivers or operators would reserve the right to replace junior drivers or operators, if they have the proper qualifications.

This Agreement shall be terminated at the written request of either party.

Letter of Understanding Number: 2024-02

Original date Signed: June 10, 2004, amended July 25, 2024

SUBJECT: Winter Control Operations

1. In the event that Winter operations are subject to the Hours of Work provisions of the Employment Standards Act, 2000, the parties agree that it is, and will remain, the mutual position of both parties that, with regard to Winter Control Operations:
 - a) employees may work in excess of the limit on daily hours set out at section 17(1);
 - b) section 18(2) applies in circumstances where Winter Control Employees are on stand-by and called in before their usual starting time to plow snow (or act as a wingman); and
 - c) with regard to section 19:
 - i. the timing and nature of snow and/or other winter storms may be unforeseen;
 - ii. such storms can cause serious interference with the ordinary working of the City's general operations and particularly if not responded to appropriately by the City's Winter Control Operations; and
 - iii. the City's Winter Control Operations may be necessary to ensure the continued delivery of essential public services and to ensure that other continuous processes and seasonal operations are not interrupted.
2. Regarding Regulation 04/93 of the Highway Traffic Act, the parties agree that it is, and will remain, the mutual position of the parties that:
 - a) in the event of a significant snow and/or winter storm, employees driving snow plows, wingpeople and sanders could be responding to an "emergency" (within the meaning of that term under the Highway Traffic Act), if that emergency has been declared by the appropriate and authorized body or individual; and
 - b) when on duty for 15 consecutive hours, snow plow operators and sanders typically have at least two hours "on duty" time, during which they do not drive.
3. If a Winter Control employee (not including road sander/salter operator) is called into work before the commencement of their usual scheduled start time, that employee shall be entitled, but not obliged, to continue working until their usual scheduled finish time or for fifteen (15) continuous hours, whichever first occurs. They shall also be provided with at least eight (8) hours off between shifts. The first sentence of this paragraph three (3) does not apply to a Winter Control employee where the employee's work commences on or after the end of the

employee's normal work week and twelve (12) hours before the commencement of the employee's next normal work week.

4. Notwithstanding the provisions of the Collective Agreement pertaining to hours of work, overtime and surplus time bank and emergency measures and call-in, the parties agree:

Winter Control employees (not including sander/salter operators) who are not assigned to shift work and who traditionally work a normal work week between the window hours of 7:00 a.m. and 5:00 p.m., and who are assigned outside of the aforementioned window hours for the purposes of Winter Control operations, will receive a minimum of 8.0 hours work at the applicable overtime rate, even though the hours worked may extend into the normal hours window.

5. The City shall prepare "spare lists" which shall be utilized for overtime opportunities for plow operations and wingpeople, where winter operations overtime is assigned beyond that assigned to the regular plow operators and wingmen. The list for plow operators shall be separate from the list for wingmen.

The spare list for plow operators shall consist first of all E2 Equipment Operators, not assigned to a snow plow beat, listed by seniority, followed by all other trained employees, listed by seniority. The City shall offer opportunities for employees to act as spare plow drivers first to E2 Equipment Operators on the list by seniority on a rotating basis, then if no E2 Operators are available, by seniority on a rotating basis to the others on the list.

The spare list for wingpeople shall consist of interested and trained employees, listed by seniority. The City shall offer opportunities for employees to act as spare wingpeople to employees on the list by seniority on a rotating basis.

6. Notwithstanding Article 8.1(a), the Corporation may appoint employees who are not classified as Equipment Operator 2 to act as Equipment Operator 2 for four (4) months or more during the winter control season only without creating a permanent vacancy which needs to be posted.
7. On request of the Union, the relevant responsible managers shall meet with Union representative(s) in October/November each year to discuss how management intends to assign employees during the Winter Control Season, i.e. which employees will be assigned to the sander shift, plow beats, sidewalk plows, etc. out of which yards to the extent such information has been determined at that time with a view to identifying and resolving in advance any issues which may arise in connection with same.
8. Before the commencement of the Winter Control Season, the Corporation shall post in a prominent location in each works yard where winter control employees work the initial assignment of winter control employees in that yard, including the initial shift and/or beat assignment for each such employee assigned to the sander shift, plow beats and sidewalk plow beats. The Corporation has no

obligation to maintain this posting current as assignments are altered during the course of the winter control season, pursuant to the Collective Agreement.

9. The Corporation shall by November 1 each year provide written notice to the Union in respect of the anticipated dates for the commencement and termination of the ensuing winter control season and shall provide advance written notice if and when it amends these dates.

Renewal Letter of Understanding Number: 2024-03

Original date Signed: March 7, 1991

SUBJECT: Benefits for Laid Off Employees

Notwithstanding the provisions of Article 28.2 (E) which stipulates that:

"Where benefits are provided by the payment of a premium, those benefits may be continued, provided the employee gives notice to the Personnel Department of the employer that they wish to continue participation in the benefit plan, and pays the entire cost of the premium directly to the Personnel Department. Such premium payment must be made not later than the 25th day of the month prior to the month in which the premium is due,"

the parties agree that such payment may be deferred and collected by the Corporation through payroll deduction following the return of the employee from layoff.

Either party may terminate this agreement by written notification to the other party.

Renewal Letter of Understanding Number: 2024-04

Original date Signed: March 16, 1993; amended April 27, 2006, amendments effective June 14, 2006

SUBJECT: Loss of Driver's License

In the event that an employee's Provincial Driver's Licence ("Licence") is temporarily or permanently suspended for any reason, the employee must immediately report the suspension to their Supervisor, and they shall immediately be prohibited from operating City of London vehicles.

If, upon reinstatement by the Province, the Licence contains any restrictions (i.e. Ignition Interlock, graduated licencing etc.), the employee shall not be permitted to operate City of London vehicles until such time as all restrictions are removed, or as otherwise permitted by the City. If the employee is deemed uninsurable or if the City would be required to pay an additional insurance premium for the employee to operate City of London vehicles, the employee will not be permitted to operate City of London vehicles.

The parties agree to the following terms and conditions where an employee receives a suspension of their Licence for any reason and/or where an employee possesses a Licence with restrictions:

1. If the employee occupies a permanent position in which driving is not a significant part of the job requirements as determined solely by management and it is further determined by Management that no less than 80% of the essential job requirements can be met without a Licence, the employee's wage rate shall be reduced to 90% of the employee's bulletin rate.
2. No employee will be permitted to perform the duties of an acting position which requires driving during any time when their Licence is suspended or has restrictions.
3. If the employee occupies a permanent position where driving is a significant part of the job requirements as determined solely by management and it is further determined by management that 80% of the essential job requirements cannot be met without a Licence, the employee will lose their bulletin position and be reverted to a Labourer's position.

Nothing in this letter of understanding shall in anyway affect the City's right to take such further action, disciplinary or otherwise, that it may deem appropriate in the event an employee's Licence is suspended on a temporary or permanent basis.

Renewal Letter of Understanding Number: 2024-05

Original date Signed: January 27, 1992, amended July 25, 2024

SUBJECT: Rest Periods/Overtime

This letter of understanding applies to former local 4 employees and, effective July 25, 2024, employees in the classifications of Water Distribution Operator 1, Water Distribution Operator 2, Leading Water Distribution Operator, and Water Supply Operator.

During emergency situations, if an employee has:

- I A) worked 16 hours continuously
- or
- B) has accumulated 16 hours of actual work time in any 24 hour period and has not had at least 6 hours off between 10:30 p.m. and 7:30 a.m.
- C) on Sunday night has not had at least 4 continuous hours off between 10:30 p.m. and 7:30 a.m. (Sunday night to Monday morning)

the employee is entitled to 6 hours off to rest and shall be paid at straight time if this coincides with the employee's regularly scheduled shift.

Assuming the employee has worked a regularly scheduled shift:

- II A) and has accumulated more than 4 hours of actual work time between the hours of 10:30 p.m. and 7:30 a.m.

the employee is entitled to 4 hours off to rest and shall be paid at straight time during this 4 hour period if this coincides with the employee's regularly scheduled shift.

If the employee is required to continue on with their work duties during their entitled rest period, the employee will be paid double time if this rest period coincides with their regularly scheduled shift.

The employee will be paid at this rate until the entitled rest period is provided.

Renewal Letter of Understanding Number: 2024-06

Original date Signed: January 11, 1996, amended April 27, 2006 amendments effective June 14, 2006, amended effective July 25, 2024

SUBJECT: Hours of Work Permit – Greenway Operations

With respect to Shift Operators and Chief Operators at the Greenway Wastewater Treatment Plant.

The parties do hereby agree to hours of work for shift operators and chief operators in accordance with the following provisions, subject to approval by the Ministry of Labour as applicable and notwithstanding any contrary provisions in the Collective Agreement:

1. Shifts shall be scheduled which require that employees work 12 hour shifts on Saturdays and Sundays on a rotating basis. Such shifts will not attract an overtime premium.
2. All weekly shifts are scheduled on a 40 hour per week basis. Monday to Sunday, hours worked beyond 40 hours shall attract an overtime premium.
3. The usual provisions for shift premiums such as afternoon, evening and weekend shift premiums shall apply to employees assigned to shift operations in accordance with the Collective Agreement. -
4. Whenever a Statutory Holiday falls on a day on which an employee is regularly scheduled to work a 12 hour shift, Statutory Holiday Pay shall be calculated based on a 12 hour work day.

Renewal Letter of Understanding Number: 2024-07

Original date Signed: February 10th, 1981

SUBJECT: Leave of Absence for Union Business

In order that members of London Civic Employees Local Union No. 107 (the Union) who are required to be absent from work without pay to attend to union affairs do not suffer a loss of benefits, the Union has asked The Corporation of the City of London (The Corporation) to continue the pay and benefits of such employee-members during absences from work for such union business, at the sole expense of the Union. The particulars of this arrangement are as follows:

1. In all cases where leave without pay is requested or granted in the circumstances set forth in the article 5.3, 16.1(a) and 21.1 of the collective agreement between the said Union and Corporation, the Corporation shall pay on the Union's behalf the wages and benefits which the employee would have earned during the portion of their regularly scheduled shift affected by the absence.
2. For the purpose of calculating the benefits which have accrued to an employee, the payments made by the Corporation on behalf of the Union shall be treated as wages for the period during which the employee has been absent on union business.
3. The Union agrees to reimburse the Corporation for the cost of continuing such pay and benefits on its behalf in the following manner:
 - a) the Union shall pay 100% of the amount paid to an employee as "wages";
 - b) the Union shall pay an additional 35% of the amount paid as wages to reimburse the Corporation for the cost of maintaining the benefits of the employee during such absence.
4. The Corporation shall submit its invoice to the Union quarterly and the Union shall make payment of the amount due within 30 days of receiving the invoice.
5. In the event that the Union does not reimburse the Corporation for the payments made on its behalf as provided herein, the Corporation shall be at liberty to recover back the payments made and adjust its benefit records to reflect only the hours actually worked by the employee, and the Union agrees that it shall neither object to nor submit to arbitration any complaint respecting such action by the Corporation.

6. Upon seven days' notice in writing, these arrangements may be discontinued by the Union or the Corporation but shall continue to govern as to the rights and obligations arising during the currency of this Agreement.

LETTER OF COMMITMENT

BETWEEN

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "Corporation")**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
(C.U.P.E.), LOCAL NO. 107
(hereinafter referred to as the "Union")**

The Contracting Out Committee will exchange information and views on contracting out. The Committee will meet quarterly or when requested at a mutually agreed time. The Parties will exchange any and all available information which pertains to contracting out. Work contracted out prior to the date of this commitment letter, daily operation of the Department and contracting out of work for which there is insufficient staff and equipment shall not be subject to review by the Committee with the understanding of the right of the Corporation to maintain spare vehicles and equipment.

In the event of contracting out proposals which impact on the bargaining unit the Union will have 30 calendar days to make a submission to the City Manager. The City Manager will give their decision in writing to the Union. If the decision is unacceptable to the Union, as the final step and within 10 working days, shall have its submission forwarded by the City Manager to the Board of Control for their consideration and on to City Council whose decision will be final and binding upon both parties.

This letter runs for the duration of the Collective Agreement.

Letter of Understanding: 2024-09

SUBJECT: Ontario Works

The Parties hereby agree as follows, on the understanding that “employees” refers to employees governed by the Local 107 Collective Agreement.

1. This agreement relates solely to the impact of the Ontario program or to other similar programs which may be instituted by the Local, Provincial or Federal government.
2. Notwithstanding any provision to the contrary in the Collective Agreement, both parties agree that:
 - No Ontario Works program placements will be made outside of the provisions of the Collective Agreement;
 - Placements will not violate any Collective Agreement provision governing the assignment of work;
 - Placements must not displace any paid employment within the bargaining unit;

Examples:

- position currently held by an employee,
- position of an employee who has been laid off and has recall rights under a collective agreement;
- position of an employee who is on leave of absence;
- a collection of duties previously held by employees, within a minimum of three years

Letter of Understanding: 2024-10

Original date Signed: February 7, 2014, amended effective July 25, 2024

SUBJECT: Golf Course Operations

Each municipally owned and operated golf property (operating at least one golf course), shall have a Greenskeeper.

A total maximum of two (2) Assistant Greenskeepers shall be used to service all municipally owned and operated golf properties.

Also, the parties agree that Temporary Golf Course Maintainers (effective July 25, 2024, Temporary Golf Course Maintainers II and Temporary Golf Course Maintainers I) may be hired by the Corporation for the golf season each year and they will be paid in accordance with Schedule "A".

For any annual golf season, Temporary Golf Course Maintainers (effective July 25, 2024, Temporary Golf Course Maintainers II and Temporary Golf Course Maintainers I) may work for a maximum consecutive term of March 1 to the next following December 1.

Letter of Understanding: 2024-11

SUBJECT: Water Main Maintenance Overtime

The Parties agree that Water Main Maintenance Overtime will not be contracted out for the duration of this Collective Agreement.

Renewal Letter of Understanding: 2024-12

Original Date Signed: February 7, 1989

SUBJECT: Ontario Pay Equity Act

Based on the attached Schedule "A" of the Collective Agreement and on information provided by the Corporation, the Parties are agreed that there are no Female Job Classes in the Bargaining Unit(s) of the Union and this document constitutes a Pay Equity Plan as required by the Pay Equity Act.

Renewal Letter of Understanding: 2024-13, amended effective July 25, 2024

SUBJECT: Terms of Dedicated Presidency for Local 107

The following terms apply for the duration of the Collective Agreement, are renewable by mutual agreement.

1. The President of the Local shall be deemed to be Dedicated (i.e., full-time) in the capacity of President, and shall receive pay for 2080 hours per annum inclusive of all vacation, bereavement, statutory holidays and other paid leave. The President shall not be entitled to equalize overtime in their bulletined classification or otherwise per paragraph 3 below. In the event of strike or lockout, pay shall cease for the period of strike or lockout.
2. The President shall be paid at the wage rate that is two wage levels above the wage level of their position per Schedule "A" of the Collective Agreement to a maximum of a wage level 15 (effective July 25, 2024, level 16).
3. The employer may backfill for the bulletined position held by the President on a temporary basis, while the individual is appointed as President, and fill any vacancy so created on the same temporary basis. If an employee elected as President is not re-elected to the office, that employee shall be returned to the bulletin formerly held at the conclusion of the term of office, as shall any employee appointed to replace on a temporary basis.
4. The President shall not be entitled to bulletin out of the bulletin held at the time of appointment, nor be eligible for any posted training opportunities. In the event of a layoff, and in the event that the position within the bulletin held by the President is displaced, the President shall continue to be paid at the rate of pay identified in paragraph 3 during the term as President.
5. All insured benefits, sick leave and seniority shall continue as if the employee appointed as President had continued in the bulletined position per paragraph 3. Such employee will not be eligible for tool allowance but shall be entitled to the clothing allowance. Further the employee will not be entitled to overtime, standby or meal allowance.
6. The President shall continue to be deemed to be an employee of the Corporation and at work for all purposes including the purposes of WSIA while performing the duties contemplated by this agreement. Any sickness or injury shall be reported immediately to the office of the Director. It is specifically noted that the Parties agree that the Union is deemed to the employer for all purposes including WSIA when the President is engaged in any activities not related to the negotiation, or administration of the Collective Agreement between the City of London and CUPE Local 107.

Renewal Letter of Understanding: 2024-14

Original Date Signed: January 17, 2001

SUBJECT: Meal Allowances for Road or Sidewalk Plough Employee's

1. Notwithstanding the terms of the Collective Agreement when a road or sidewalk plough employee is called in under Article 11 of the Collective Agreement, they shall be paid meal allowance(s) at the applicable rate as follows:
 - a) one (1) meal allowance after the first four (4) hours worked;
 - b) another meal allowance after the next four (4) hours worked; and
 - c) another meal allowance after the next four (4) hours worked.

2. The foregoing shall apply even where some of the hours worked include the hours of the employee's normal work day.

3. Agreement applies to road or sidewalk plough employees, but not Road Sander/Salter Operators.

3. For clarity, in circumstances where this letter of understanding applies, the employee shall be limited to three (3) meal allowances maximum for any continuous periods of work.

Letter of Understanding: 2024-15

Original Date Signed: February 13, 2004, amended April 27, 2006, amendments effective June 14, 2006, amended effective July 25, 2024

RE: ARENA OPERATIONS

The parties hereto hereby agree that, notwithstanding the provisions of the Collective Agreement,

1. The Corporation will assign at the beginning of each arena season with six (6) permanent Arena Operations Workers (AOW's) who are not assigned to any particular arena and/or facility, with the intent that these employees will be utilized first to replace arena workers absent from work for vacation, illness or other such approved leaves. The Corporation shall not be obliged to post and fill an AOW vacancy in the event it becomes necessary to assign an unassigned arena worker to replace an assigned arena worker who is absent from work for vacation, illness or other such approved leave of absence.
2. The parties agree to the following with regard to the classifications of arena employees, noting that changes required due to future amendments to the *Technical Standards and Safety Act* may be required:
 - (a) The Corporation shall maintain five (5) Chief Operators (CO's) in the arenas.
The Corporation is under no obligation and does not intend to fill all future vacancies within the FEO classification with FEO's. Future vacancies in the FEO classification may be replaced by the Corporation with AOW's at which time the vacant positions within the FEO classification will be declared redundant. The Corporation will not declare FEO position redundant while they remain occupied by the current incumbents.
3. The Corporation may employ temporary employees for arena operations up to 24 hours per week per employee to a maximum of 600 hours per facility per season. The Corporation may train temporary employees for arena operations and any time temporary employees spend training will not be included in the 600 hour maximum. For the purposes of this paragraph, Covent Garden Market and Victoria Park shall be considered one facility.
4. The season is defined as the period between September 1st and April 30th and the Corporation shall employ up to two employees maximum per arena. The Corporation may train temporary employees for arena operations outside of the season.
5. These temporary employees will be paid at the start rate of the AOW classification.

6. No permanent employee in the bargaining unit will be laid off as a result of the employment of these temporary employees.
7. By August 15th of each year, the Corporation will canvass AOW's to seek volunteers to fill the four (4) (effective July 25, 2024, six (6)) unassigned AOW jobs referred to in paragraph 1 above. Failing obtaining sufficient volunteers for these assignments, the Corporation will assign the jobs to the junior AOW's each year.
8. Permanent arena employees (CO's, FEO's and AOW's), other than those unassigned AOW's referred to in paragraph 1 above, shall be assigned to one (1) facility without limiting the Corporation's right to reassign to address approved absences, if necessary, to comply with legislative or regulating requirements.
9. By September 1st of each year, the Corporation shall offer the shifts scheduled for permanent employees in each arena for the season to the permanent employees assigned to that arena by seniority.
10. Notwithstanding the FEO and AOW job classifications, assignments of AOW staff to replace FEO's as a result of approved absences will not be subject to the higher rate.
11. Within the first week of each calendar month, between October and May inclusive, each year, the Corporation shall provide the Union Secretary with Temporary Operator Schedules in writing which include the following information for each week of the previous month on a weekly and monthly basis:
 - i. the dates, if any, on which each temporary employee actively employed for arena operations worked in each facility in the week; and
 - ii. the number of hours each such temporary employee worked in the facility on these dates.

For clarity, the Temporary Operator Schedules provided as set out above shall name each of the temporary employees in question such that the Union will be notified of the number of hours worked by each named temporary employee in which facility on which date(s). The term "week" shall mean the seven consecutive days starting Monday and ending on Sunday.

The Union acknowledges and agrees that the information on the Temporary Operators Schedules provided by the Corporation in accordance with paragraph 2 and 3 shall be relied upon solely for the purpose of assessing compliance with this Letter of Understanding.

Letter of Understanding: 2024-16

Original Date Signed: November 5, 2004

**SUBJECT: PROTOCOL FOR COMPLAINT/GRIEVANCE
INVESTIGATION**

The parties agree that the Chief Steward or member of the Grievance Committee or Steward (hereinafter collectively referred to as "the Steward") who requires reasonable time off to investigate a complaint/grievance that arises during normal working hours in accordance with Article 16.1(a) of the Collective Agreement shall comply with the following complaint/grievance investigation protocol:

1. The Steward shall not leave their regularly assigned duties to investigate the complaint/grievance without first obtaining permission from their supervisor or designate;
2. The Supervisor and the Steward will attempt to agree on a mutually acceptable time for investigation of the complaint/grievance;
3. The Steward shall advise their supervisor or designate where they will be located while investigating the complaint/grievance and how they may be contacted, if necessary;
4. The Steward shall advise their supervisor of the time that they will be leaving their regularly assigned duties to investigate the complaint/grievance and the estimated time of their return. Should the estimated time change, the Steward shall immediately advise their Supervisor of the further time required to investigate the complaint/grievance;
5. The Steward shall return to their regularly assigned duties immediately upon completion of their investigative duties provided those duties are completed during normal working hours; and
6. The Steward shall report to their supervisor immediately upon returning to their regularly assigned duties following completion of their investigative duties.

Letter of Understanding: 2024-17

Original Date Signed: April 27, 2006, effective June 14, 2006

LETTER OF UNDERSTANDING

**BETWEEN: THE CORPORATION OF THE CITY OF LONDON
(Hereinafter called "the Corporation")**

-and-

**CUPE LOCAL 107
(Hereinafter called "the Union")**

SUBJECT: Service Delivery Options in Solid Waste Operations

Notwithstanding Article 23.1(c), the parties agree that the Corporation shall be entitled to employ up to eight (8) temporary employees beyond November 15th to a date no later than the last scheduled day of leaf and yard collection to perform the duties of Sanitation Operators each year. In accordance with Article 23.1 (a), such temporary employees shall not be employed for more than 26 consecutive weeks.

Letter of Understanding: 2024-18

Original Date Signed: April 27, 2006, effective June 14, 2006

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)**

- and -

**C.U.P.E. Local 107
(Hereinafter called the Union)**

SUBJECT: Work Day in Excess of Eight Hours

The Parties agree that:

1. Notwithstanding the limits on daily hours of work set out in Articles 9.1 (a) and 10.1 (a) of the Collective Agreement employees performing the following functions may be scheduled to work in excess of eight hours per day as follows:
 - (a) **Road Excavation Crew**
The crew will be made up of normally assigned operators, drivers and personnel with additional staff added on a weekly basis as required. The hours of work will be 7:00 a.m. to 5 p.m., Monday to Thursday inclusive.
 - (b) **Pavement Line Marking Operations (Nights)**
Pavement linemarking operations (night shift) will function on four 10-hour days commencing approximately mid April and ending November annually. The crews will consist of normally assigned operators, drivers and personnel with additional and/or replacement staff assigned as required.
 - (c) **Sweeping/Flushing Operations (Nights)**
Sweeping/Flushing Operations (night shift) will function on four 10-hour days commencing approximately mid April and ending approximately November 1 annually. The crews will consist of normally assigned operators, drivers and personnel with additional and/or replacement staff.
 - (d) **Electrical Section Wastewater Treatment Operations Division**
Employees working in the electrical section of the ~~Pollution Control~~ Wastewater Treatment Operations Division may be scheduled to work regular shifts up to ten (10) hours per day four (4) of the five (5) days, Monday to Friday, in each work week.
2. The following will apply to those employees scheduled to work in excess of eight (8) hours per day in accordance with paragraph one (1) above:

- (a) Overtime rates will not apply to scheduled shifts up to ten (10) hours but will continue to apply to hours in excess of forty (40) hours per week and to those daily hours in excess of ten (10) hours.
- (b) Notwithstanding Article 10.5, a meal allowance shall only be paid once an employee is required to work twelve (12) consecutive hours or more and thereafter for ensuing four (4) hour periods of time at the applicable rate set out in Article 10.5.
- (c) Statutory Holiday Pay will be calculated based on work day as outlined in paragraph 1 above.
- (d) Vacation periods provided in Article 13 and vacation days used will be calculated on the basis of ten (10) hour days, and forty (40) hour weeks. A week of vacation will be calculated as forty working hours.
- (e) Hours of accumulated Sick Leave credits and hours of withdrawal will be calculated on the basis of eight (8)-hour days. If an employee is sick and cannot work the scheduled ten (10) hour shift, ten (10) hours will be deducted from the employee's sick bank.
- (f) Time off with pay allowed for Union Business, any other Union duties or activities, or for any other reason under Articles 5.3 (a), 16.1 and Article 21.1 will be calculated on the basis of eight (8)-hour days (will equal eight hundred (800) working hours). If an employee is absent from a scheduled ten (10) hour shift on Union business, one and one-quarter days will be deducted from the allowable total.

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)
- and -
London Civic Employees Local Union No. 107
(Hereinafter called the Union)**

SUBJECT: Scheduling on Paid Holidays - Arenas

The parties agree as follows:

1. An opportunity to work a shift of less than eight (8) hours on a paid holiday in an arena, shall first be offered to the Chief Operator, Facilities Equipment Operator, Arena Operations Worker in the applicable arena who would ordinarily be scheduled to work at the time of the shift absent the holiday. If there is more than one Chief Operator, Facilities Equipment Operator or Arena Operations Worker in the applicable arena who would ordinarily be scheduled to perform the work at the time of the said shift absent the holiday, the opportunity to work shall first be offered amongst those employees by rotation by seniority.
2. An opportunity to work a shift of less than eight (8) hours on a paid holiday for a Parks and Recreation Maintenance Helper shall first be offered to the Parks and Recreation Maintenance Helper in the applicable arena who would ordinarily be scheduled to perform the work the time of the shift absent the holiday.
3. In the event the employee(s) who would ordinarily be scheduled to work at the time of a shift referenced in paragraphs 1 and 2 above is unavailable or unwilling to work the shift, the opportunity to work will thereafter be provided in accordance with Article 10.1(b).

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)
- and -
London Civic Employees Local Union No. 107
(Hereinafter called the Union)**

SUBJECT: Excess Hours of Work Agreement

WHEREAS Local 107 and the Corporation wish to enter into an agreement permitting work in excess of eight (8) hours in a day or forty-eight (48) hours in a week, subject in all cases to the provisions of the applicable Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. As provided for in section 17(2), 17(3), 17(4) of the Employment Standards Act, 2000, Local 107 agrees that for its permanent employees working in the classifications listed in Schedule "A" of the Collective Agreement (as updated and amended from time to time in accordance with the Collective Agreement) the hours of work in a day may exceed eight (8) and the hours of work in a week may exceed forty-eight (48), provided that in all cases such assignment of work is in accordance with the provisions of the collective agreement.
2. For the purposes of section 17(2) of the ESA, 2000, Local 107 agrees that the specified number of hours in a day in excess of the 8 hour per day limit is as follows:
 - a. for all temporary employees, including temporary labourers and temporary golf course maintainers – zero subject to paragraph 3 below.
 - b. for permanent employees (as defined in paragraph 1 above) – five subject to paragraph 3 below.
3. The parties acknowledge that the current section 19 of the ESA, 2000 allows work in excess of the daily limit in certain defined circumstances.
4. This assignment of employees to work in excess of 8 hours per day is subject in all cases to the terms of the collective agreement, including in relation to the assignment of employees to overtime, and payment for overtime and shift premium. Furthermore, for clarity, LOU 2016-02 (Winter Control Operations) continues in full force and effect on the understanding that the assignment of work to employees referenced therein will be consistent with the ESA, 2000. LOU 2016-05 (Rest Periods/Overtime), LOU 2016-06 (Hours of Work Permit – Wastewater Treatment Operations) and LOU 2016-19 (Work Day in Excess of Eight Hours) also continue in full force and effect on the understanding that the assignment of work to employees referenced therein will be

consistent with the ESA 2000 and the union's agreement regarding section 17(2) set out herein.

5. Except as otherwise set out herein, and subject to the provisions of the collective agreement, Local 107 agrees that the hours of work of its' its members (as identified in paragraph 1 above) may exceed forty-eight (48), and up to sixty hours per week, but may not exceed sixty (60) hours per week.

6. Subject to the collective agreement, Local 107 agrees that the hours of work of permanent Shift Operators and Chief Wastewater Operator 3s (effective July 25, 2024, P.C.P. Operations Helpers) (as those classifications may be amended from time to time) may exceed forty-eight (48), and up to sixty-four (64) hours in a week.

7. Subject to the collective agreement, Local 107 agrees that the hours of work for its members who are permanent employees working in the classifications of Equipment Operator 2, Water Distribution Operator 1, Sewer Construction Operator, Waterworks Inspector, Water Operations Plumber, E.1 Equipment Operator, Leading Water Distribution Operator, Leading Sewer Construction Operator Water Distribution Operator 2, and Water Meter Servicer (as those classifications may be amended from time to time) may exceed forty-eight (48) hours and up to sixty-eight (68) hours per week.

8. Either party may revoke this Agreement by providing the other party with two weeks' written notice.

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)
- and -
London Civic Employees Local Union No. 107
(Hereinafter called the Union)**

SUBJECT: Winter Control Employees - Standby

1. When a winter control employee is placed on standby, that one standby period will continue to the next 7:00 a.m.
2. Subject to the specific exceptions with respect to Sundays and statutory holidays set out in paragraphs 3 and 4 below, when a winter control employee is placed on standby, the standby pay paid to the employee will be based on the applicable rate for the calendar day on which the employee actually commences work (i.e. 1 hour for weekdays, 2 hours for Saturdays and Sundays, and 4 hours for each of the holidays in Article 12). By way of examples and for clarity:
 - i. If an employee is put on standby on Wednesday (not as a continuation of the standby from the previous day as per paragraph 1 above) they will be entitled to standby on one of the following bases:
 - 1 hour of standby pay if they are not called in to work;
 - 1 hour of standby pay if they actually commence work before midnight; or
 - 1 hour of standby pay if they actually commence-work at or after midnight and prior to 7:00 a.m. the following day.
 - ii. If an employee is put on standby on Friday (not as a continuation of standby from the previous day as per paragraph 1 above), they will be entitled to standby pay on one of the following bases:
 - 1 hour of standby pay if they are not called in to work;
 - 1 hour of standby pay if they actually commence work before midnight; or
 - 2 hours of standby pay if they actually commence work at or after midnight and prior to 7:00 a.m. the following day.

- iii. If a winter control employee is put on standby on Sunday (not as a continuation of standby from the previous calendar day as per paragraph 1 above) and the next day is a holiday in Article 12, they will be entitled to standby pay on one of the following bases:
 - 2 hours of standby pay if they are not called in to work;
 - 2 hours of standby pay if they actually commence work before midnight; or
 - 4 hours of standby pay if they actually commence work at or after midnight and prior to 7:00 a.m. the following day.
3. Notwithstanding paragraph 2 above, if a winter control employee is put on standby on Sunday (not a continuation of standby from the previous calendar day as per paragraph 1 above) and the next day is a regular work day (i.e. not a holiday in Article 12), they will be entitled to 2 hours of standby pay if they are not called in to work, or if they actually commence work before, at or after midnight and prior to 7:00 a.m. the following day.
4. Notwithstanding paragraph 2 above, if a winter control employee is put on standby on a holiday in Article 12 of the Collective Agreement (excluding continuation of standby from the previous calendar day as per paragraph 1 above), they will be entitled to 4 hours of standby pay if they are not called in to work, or if they actually commence work before, at or after midnight and prior to 7:00 a.m. the following day.

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)
- and -
London Civic Employees Local Union No. 107
(Hereinafter called the Union)**

SUBJECT: E1 Promotional Training

The parties do hereby agree as follows:

1. To provide an Equipment Operator 1 (“E1”) promotional training program in accordance with Article 27 of the Collective Agreement, except as outlined below:
 - a. Applicants for the E1 training program shall be selected based on an assessment of current skill, ability through a competency evaluation, experience and interview. The selection criteria shall be communicated to the Employee Development Committee and posted as per the training opportunity.
 - b. Applicants that score the highest in the evaluation shall be appointed to the promotional training pool.
 - c. The evaluation shall be conducted by the Corporation and/or a third party training provider chosen by the Corporation.
 - d. Employees selected for the posted training opportunity shall remain in their current classification however, when participating in the E1 training or acting in E1 position appointments, shall receive the following wage rate:
 - i. For the first one thousand and forty (1040) hours of training and/or appointments, the six (6) month rate for E1 as per Schedule “A”
 - ii. For all training/appointment hours beyond two thousand and eighty (2080) hours, the twelve (12) month rate as per Schedule “A”
 - e. Employees are expected to complete all the promotional training opportunities offered during the program that they are available for, failure to complete all mandatory aspects of the training program shall result in the removal of candidates from the E1 promotional pool. The training curriculum will consist of both class room and practical training components.

- f. The E1 promotional training program shall be separated into two classes:
 - i. E1 Excavation (Backhoe and Excavator)
 - ii. E1 Grader and Bulldozer

The promotional program shall identify a maximum of two candidates for each of these two classes during the program.

- 2. Once an E1 bulletined position is posted and awarded the successful candidate(s) must commit to fulfill the requirements of the position for a minimum of two years.
- 3. Except as otherwise provided in this Letter of Understanding all other terms and conditions of the Collective Agreement apply.

Letter of Understanding: 2024-23

Original date Signed: July 25, 2024

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)**

- and -

**London Civic Employees Local Union No. 107
(Hereinafter called the Union)**

SUBJECT: Water Operations - Job Postings: Water Distribution Operator 1, Water Distribution Operator 2, Waterworks Inspector, Leading Water Distribution Operator and Water Supply Operator

The parties agree for job postings in the classifications of Water Distribution Operator 1, Water Distribution Operator 2, Waterworks Inspector, Leading Water Distribution Operator, and Water Supply Operator where there is no internal applicant who possesses the required certificate(s)/qualifications for the job in accordance with Article 8.1 and/or Article 8.4 Progression Classifications the process outlined below shall apply.

1. The Corporation shall consider an internal applicant who does not possess the required certificate, on the condition that the employee be required to obtain the required certificate within a reasonable period, in addition to any other reasonable conditions relating to the job qualifications determined by the Corporation including but not limited to obtaining a DZ licence or completion of specified courses.
2. The specific conditions in paragraph 1 above will be prescribed in an offer of employment letter which will be copied to the Union and must be signed by the employee prior to commencement of the new job. Failure to meet the conditions set out in the offer of employment letter within the specified period, will result in the employee being reverted to their former job at their former rate of pay.
3. In filling vacancies and new positions under paragraph 1 above, the Corporation shall follow the applicable process outlined below.

For Water Distribution Operator 1, preference shall be given to the internal applicants in the following order (for clarity, internal applicants will be assessed first based on the criteria set out in Step 1, if there is no internal applicant that meets the Step 1 criteria, then assessment of the internal applicants will move to Step 2, if there is no internal applicant that meets the Step 2 criteria the assessment of the internal applicants will move to Step 3, following the same process as applicable until completion of Step 4).

STEP 1

- passed the Class 1 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If there is no internal applicant that meets the above criteria, then,

STEP 2

- possession of both a Water Distribution Operator In Training (OIT) certificate and a Certificate of Achievement for successful completion of Ontario's Entry-Level Course (ELC) for Drinking Water Operators evidenced by written documentation or confirmation that they have written the examination and are waiting for the results.

If no internal applicant with both OIT and ELC, then,

STEP 3

- possess an OIT or ELC certificate evidenced by written documentation or confirmation that they have written the examination and are waiting for the results.

If no internal applicant possesses an OIT or ELC, then

STEP 4

- possess a DZ licence

In any one of the steps above, if more than one internal applicant possesses the required criteria then the senior most internal applicant shall be selected. If there are no internal applicants after completion of Step 4, the vacancy may be filled by an external applicant.

For Water Distribution Operator 2, preference shall be given to the internal applicant as follows:

- possession of a Class 1 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 1 Water Distribution Certificate; and
- passed the Class 2 Water Distribution examination evidenced by written documentation showing the applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If more than one internal applicant possesses the above required criteria then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For the Waterworks Inspector, preference shall be given to the internal applicant as follows:

- possession of a Class 2 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 2 Water Distribution Certificate;

If more than one internal applicant possesses the above required criteria then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For Leading Water Distribution Operator, preference shall be given to the internal applicant in the following order:

- possession of a Class 2 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 2 Water Distribution Certificate;
- passed the Class 3 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results; and
- possess at least two (2) years of water distribution operating experience as an Operator in Charge (“OIC”).

If more than one internal applicant possesses the above required criteria, then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For the Water Supply Operator, preference shall be given to the internal applicant in the following order (for clarity, internal applicants will be assessed first based on the criteria set out in Step 1, if there is no internal applicant that meets the Step 1 criteria, then assessment of the internal applicants shall move to Step 2, if there is no internal applicant that meets the Step 2 criteria the assessment of the internal applicants shall move to Step 3, following the same process as applicable until completion of Step 4).

STEP 1

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
- possession of a Class 3 Water Distribution Certificate in good standing and a Class 1 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- passed the Class 2 Water Treatment examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If no internal applicant meets the above criteria, then

STEP 2

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
- possession of a Class 3 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- possession of a Class 1 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 1 Water Treatment Certificate;

If no internal applicant meets the above criteria, then

STEP 3

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position

- possession of a Class 3 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- passed the Class 1 Water Treatment examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If no internal applicant meets the above criteria, then

STEP 4

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
 - possession of a Class 2 Water Distribution Certificate in good standing and a Class 2 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew these certificates; and
 - passed the Class 3 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.
- In any one of the steps above, if more than one internal applicant possesses the required criteria then the senior most internal applicant shall be selected. If there are no internal applicants after completion of Step 4 the vacancy may be filled by an external applicant.

4. The foregoing process shall be applied in respect of filling non-permanent vacancies for a period of (2) working days (which may include overtime) or more in the positions of Lead Water Distribution Operator and Water Inspector under article 15.4 of the collective agreement, subject to the following:

- for non-permanent vacancies as described above in the position of Leading Water Distribution Operator, opportunities will be offered on a rotating basis to the six most senior employees in the Water Distribution Operator 2 classification who have at least 2 years of experience as a Water Distribution Operator 2 and meet the criteria in paragraph 3 above for Leading Water Distribution Operator, save and except they will not be required to have minimum 2 years OIC experience
- for non-permanent vacancies as described above in the position of Water Inspector, opportunities will be offered on a rotating basis to the six (6) most senior employees in the Water Distribution Operator 2 classification who meet the criteria in paragraph 3 above for Water Inspectors

5. For any of the criteria listed above, the employee must provide the written evidence and/or demonstrate they possess the qualification or confirmation that they have written the examination and are waiting for the results at the time of the closing date for the job posting. In these circumstances, the Corporation may request that the period to award any position(s) from the applicable job posting may be extended beyond the time outlined in Article 8.1(a) until such time as the results are received and the Union shall not unreasonably withhold such consent. For clarity, an employee who has written an examination but cannot provide written confirmation they have passed the exam prior to the closing date for the job posting or prior to the end of any agreed upon extension of the period to award the position will not be awarded the position.

6. The Corporation shall conduct information sessions as follows:

- Four (4) times a year for interested employees in positions within Water Operations to provide information and guidance in the following general areas:
 - o the process to obtain and maintain water distribution and/or water treatment certificates beyond those which they currently hold;
 - o the above process related to job postings; and
 - o to address any employee questions

- Four (4) times a year for interested employees outside Water Operations to provide information and guidance in the following general areas:
 - o Operator in Training Certificate;
 - o Ontario's Entry-Level Course for Drinking Water Operators;
 - o The process for obtaining and maintaining water distribution and/or water treatment certificates;
 - o The above process related to job postings; and
 - o To address any employee questions.

7. The Corporation shall post annually by the end of January in each year, a notice to advise employees of the process to express an interest in opportunities to write examinations for water distribution certificates for that calendar year. The notice will set out at minimum:
- o the requirements to be eligible to write the applicable examination;
 - o that the employee must have the applicable level water distribution and/or water treatment certificate, in good standing;
 - o instruction on how to submit the expression of interest; and
 - o the deadline by which the expression of interest must be submitted.

The Corporation shall consider the expressions of interests received and opportunities shall be provided to eligible employees based on seniority. The Corporation may at its discretion post additional notices as described above in the same calendar year provided the minimum information as set out above is included.

Letter of Commitment: 2024-24

Original date Signed: July 25, 2024

LETTER OF COMMITMENT

BETWEEN

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "Corporation")**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
(C.U.P.E.), LOCAL NO. 107
(hereinafter referred to as the "Union")**

RE: Sanitation Operations

At the beginning of 2024, the Corporation of the City of London implemented a new Green Bin program, moved to bi-weekly garbage pickup for the majority of the year, introduced a separate collection system for large bulky waste and redefined the collection zones compared to the previous collection system (6 zones moved to 5 zones). These new initiatives have changed how the majority of Sanitation Operations works. Both parties wish to discuss this program within the context of the entirety of sanitation operations after it has been in effect for a year. Accordingly, the parties agree that they shall meet at a mutually agreeable time in January 2025 for these discussions.

Letter of Commitment: 2024-25

Original date signed: July 25, 2024

LETTER OF COMMITMENT

BETWEEN

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "Corporation")**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
(C.U.P.E.), LOCAL NO. 107
(hereinafter referred to as the "Union")**

RE: Asphalt Raker, Concrete Finisher, and Tile Setter Seasonal Bulletins

Whereas the Seasonal Asphalt Raker and Seasonal Concrete Finisher bulletins are currently under review before the CUPE 107 Joint Job Evaluation Committee (the "JJEC");

AND Whereas the Corporation has committed to bringing forward to the JJEC the Seasonal Tile Setter;

AND Whereas the Corporation has committed to considering a plan to create full time bulletins for the Asphalt Raker and Concrete Finisher while considering amalgamating and/or combining other work that the new full-time bulletin may perform;

AND Whereas the parties wish to confirm the commitment going forward regarding the work of these seasonal bulletins;

Now therefore the parties confirm their commitment as follows:

1. The Corporation will continue with its plan to consider creating a full-time bulletin for the Asphalt Raker and Concrete Finisher.
2. The Corporation will continue with its plan to bring forward the seasonal Tile Setter to JJEC with the understanding that the Seasonal Tile Setter bulletin will be discontinued, and the work added to the new full-time bulletin for Concrete Finisher.
3. The Union commits that it will not unreasonably withhold its agreement in accordance with Article 8.1(c) as may be necessary.
4. Nothing in this Letter of Commitment shall be construed as a representation by the Corporation of what additional job duties may be included in the full-time bulletin of Asphalt Raker and/or Concrete Finisher and/or the job title for either of these full-time bulletins.

Letter of Understanding: 2024-26

Original date Signed: Effective July 25, 2024

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)**

- and -

**London Civic Employees Local Union No. 107
(Hereinafter called the Union)**

SUBJECT: Motor Vehicle Mechanic

Whereas the Corporation has posted several vacancies within the classification of Motor Vehicle Mechanic (310S and 310T Technician);

And Whereas the job requires a valid Certificate of Qualification from the Ministry of Labour, Immigration, Training and Skills Development (or as amended/renamed from time to time) as a 310T (Truck and Coach Technician) and 310S (Automotive Technician) as well as completion of both the 310T (Truck and Coach) and the 310S (Automotive) Technician Apprenticeship Programs at a certified community college or trade school;

And Whereas the Corporation has not been successful in filling the posted vacancies mainly because of the lack of candidates that have both the 310T and 310S qualifications;

And Whereas individuals who hold the 310T qualifications can obtain the 310S Certificate of Qualification and Apprenticeship Program with the assistance of the Corporation. The Corporation will fulfil the requirements of the Sponsor as per the Apprentice Training Agreement defined by the Ministry of Labour, Immigration, Training and Skills Development;

And Whereas the Corporation desires to hire potential applicants who have 310T qualifications, on the condition that they expediently obtain the 310S qualifications;

NOW THEREFORE the parties hereby agree to the following terms on a without prejudice or precedent basis:

1. The Union agrees to extend the probationary period in Article 6.2 to a period of up to three (3) years from the date of hire for any employee hired in accordance with this Agreement (the "Agreement"). During the extended probationary period these employees will be required to obtain their 310S qualifications (Certificate of Qualification and Apprenticeship Program). The probationary period shall end the earlier of the date the 310S qualifications (Certificate of Qualification and Apprenticeship) are successfully obtained or three (3) years from the date of hire.

2. The parties agree that employees hired in accordance with the Agreement shall be compensated in accordance with Schedule "A" of the Collective Agreement with the exception that once they have completed twelve (12) months of service, they shall be compensated in accordance with the Apprenticeship Program outlined in the Collective Agreement.
3. For clarity, the parties agree that employees hired in accordance with the Agreement shall be considered to be in the "2nd Period (Intermediate)" period and compensated at 90% of the one (1) year rate of the Motor Vehicle Mechanic position once they have completed twelve (12) months of service. Upon successful completion of the 310S qualifications as described in paragraph 1 above, and the minimum six (6) month and one (1) year service time described in Schedule "A", employees hired under the Agreement shall be paid at the twelve (12) month/job rate of the Motor Vehicle Mechanic as set out in Schedule "A".
4. The parties agree that should employees hired in accordance with the Agreement be unable to obtain their 310S qualifications within the extended probationary period, the employees will relinquish the bulletined Motor Vehicle Mechanic's position they hold and be placed in a non-bulletined Garage Servicer/ Truck Washer (W0630) position. Should the employee leave the Garage Servicer/ Truck Washer position, it will not be backfilled as a permanent vacancy:
 - a. When an employee is placed in a position carrying a lower rate, their existing rate shall be red-circled for a period of one (1) year from date of transfer. At the completion of this first year in the lower paid classification, their hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals. This retrogression shall proceed until the reduced wage rate and the wage rate of their new classification are the same. Upon reaching the rate of the lower paid classification, the employee concerned shall be granted negotiated increases for that classification.
5. In extenuating circumstances, and if both parties agree in writing, the probationary period may be further extended.
6. The parties agree that Management reserves all rights under the Collective Agreement to modify and amend the job description of Motor Vehicle Mechanic and nothing in the Agreement amends or alters these rights.
7. The Corporation agrees that Fleet Services shall maintain six (6) day shift positions at a minimum. Fleet Services shall offer these day shift positions using an expression of interest process and selection based on seniority.

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)**

- and -

**London Civic Employees Local Union No. 107
(Hereinafter called the Union)**

SUBJECT: Road Operations Summer Night Shift Staff assigned to Sweeping, Flushing and Line Marking Operations regarding when Canada Day will be observed for the Term of the Collective Agreement

The following applies to employees assigned to Sweeping, Flushing and Line Marking Operations in Road Operations for summer night shifts regarding when Canada Day will be observed and how employees within the work area will be compensated.

1. This agreement will apply only to the following employees who are regularly scheduled in the summer to work four (4) ten (10) hour shifts per week commencing on Monday nights at 9 pm and ending on Friday mornings at 7 am:
 - a. Equipment Operator 2s or employees performing the duties of the Equipment Operator 2 classification who are assigned to sweepers or flushers; and
 - b. Other employees assigned to line painting/marketing duties.

2. Notwithstanding Article 12.4, the following shall apply for the employees referenced in paragraph 1 above:
 - a. For the calendar year 2024 - Canada Day (July 1) shall be observed so that the employees will be regularly scheduled to commence their work week on Tuesday July 2, 2024 night at 9 pm and they shall be paid ten (10) hours at their regular hourly rate for holiday pay for the Monday July 1, 2024, 9 pm to Tuesday July 2, 2024, 7 am, holiday shift.

 - b. For the calendar year 2025 - Canada Day (July 1) shall be observed such that they will be regularly scheduled to commence their work on the Tuesday July 1, 2025 night 9 pm to Wednesday July 2, 2025 morning 7 am shift and they shall be paid ten (10) hours at their regular hourly rate for holiday pay for the Monday June 30, 2025, 9 pm to Tuesday July 1, 2025 7 am, holiday shift. Furthermore, in this case, they shall not be entitled to any premium pay in respect of work performed on Tuesday July 1, 2025, from 9 pm to midnight.

- c. For the calendar year 2026 - Canada day (July 1) shall be observed such that they are not regularly scheduled to work the Wednesday July 1, 2026 night 9 pm to Thursday July 2, 2026, morning 7 am, shift and they shall be paid ten (10) hours at their regular hourly rate for holiday pay for this holiday shift. Furthermore, in this case, they shall not be entitled to any premium pay in respect of work performed on Wednesday July 1, 2026, from midnight to 7 am.
- d. For the calendar year 2027- Canada day (July 1) shall be observed such that they are not regularly scheduled to work the Thursday July 1, 2027, night 9 pm to Friday July 2, 2027 morning 7 am shift and they shall be paid ten (10) hours at their regular hourly rate for holiday pay for this holiday shift. Furthermore, in this case, they shall not be entitled to any premium pay in respect of work performed on Thursday July 1, 2027, from midnight to 7 am.
- e. Except as otherwise provided in this Letter of Understanding, all other terms and conditions of the Collective Agreement apply.