

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
STRATHROY- CARADOC**

(hereinafter referred to as the Corporation)

OF THE FIRST PART

- and -

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES
WORKS DIVISION, WASTE WATER DIVISION, AND WATER DIVISION**

(hereinafter referred to as the Union)

OF THE SECOND PART

ARTICLE 1

GENERAL PURPOSE

1.01

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and the employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2

RECOGNITION

2.01

The Corporation recognizes London Civic Employees, Local 107, Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all employees of the Works Division and Water/Waste Water Division of The Corporation of the Municipality of Strathroy-Caradoc, save and except superintendent, persons above the rank of

superintendent, and office staff (hereinafter referred to as the "employees").

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01** The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for proper cause; provided that a claim of discriminatory promotion or demotion, or a claim that an employee, who has attained seniority, has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provisions of Article 10 and 11 of this Agreement.
- 3.02** The Union further recognizes the undisputed right of the Corporation to direct its workforce and 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.
- 3.03** The Corporation recognizes the foregoing Article 3.01 and 3.02 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.
- 3.04** Rules and regulations governing the Department shall, from time to time, be consolidated and printed in pamphlet form at the expense of the Corporation, and a copy thereof shall be distributed to each employee.

ARTICLE 4 **NO DISCRIMINATION**

4.01 The Corporation agrees that there will be no discrimination, interference, restrictions or coercion exercised or practised by any of its representatives with respect to any employee because of his/her membership or non-membership in the Union.

4.02 The parties agree that in accordance with the Provisions of the Ontario Human Rights Code, there shall be no discrimination or harassment by the Corporation, the Union or the employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.

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

ARTICLE 5 **NO COERCION**

5.01 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised by employees of the Corporation, by any of its members or representatives, and there will be no Union activity, solicitation for membership, or collection of dues on Corporation time, and no meetings on Corporation premises except with the permission of the Corporation.

ARTICLE 6 **UNION SECURITY**

6.01 (a) **ALL EMPLOYEES TO BE MEMBERS**

All employees of the Corporation, for whom the Union has been certified, as a condition of continuing employment,

shall become and remain members in good standing of the Union. All future employees of the Corporation, for whom the Union is certified as bargaining agent, shall as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) working days of employment with the Corporation, save and except students or temporary employees not exceeding ninety (90) working days of employment.

(b) **CHECK-OFF OF UNION DUES**

The Corporation shall deduct from every employee any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or by-laws, and owing by him/her to the Union.

(c) **DEDUCTIONS**

Deductions from payroll period shall be forwarded to the Secretary/Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

ARTICLE 7 **NEGOTIATING AND GRIEVANCE COMMITTEE**

7.01 The Corporation acknowledges the right of the Union to appoint or otherwise select a Negotiating or Grievance Committee of not more than two (2) employees from among the members, one (1) of whom will be the Unit Chairperson, and will recognise and deal with the said Committee or the Unit Chairperson with respect to any matters which properly arise from time to time during the term of this Agreement.

ARTICLE 8 **ASSISTANCE OF THE UNION**

8.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, who shall have access to the Corporation

premises in order to investigate or assist in the settling of a grievance.

ARTICLE 9

COMMITTEES

9.01

The Union acknowledges that members of Committees and Union Officers have regular duties to perform on behalf of the Corporation. Such persons shall not absent themselves without permission of the Corporation in order to deal with the grievances of employees or other Union business and that in accordance with this understanding, the Corporation shall not make any deductions from time so spent.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01

Grievances shall be dealt with in the following manner, providing such grievances are in writing and filed within seven (7) working days of the alleged grievance. Replies to grievances shall be in writing in all stages.

(a)

Step 1

The employee, assisted by a member of the grievance committee, shall first take the matter up with the Division Head or delegate. Failing settlement at this stage, within three (3) working days of submission, then Step 2 may be invoked.

(b)

Step 2

The grievance committee shall submit the grievance in writing to the Corporation or its designated representative(s). Failing settlement at this stage, the committee may, within ten (10) working days following submission, but not after a period of fifteen (15) days from the date of receipt of the reply of the Corporation, invoke the arbitration provisions of this Agreement.

ARTICLE 11

ARBITRATION

- 11.01** It is agreed by the parties that any difference concerning the interpretation, application or alleged violation of the collective agreement, which has been properly carried through all of the steps of the grievance procedure in Article 10 and which has not been settled, may be referred to arbitration.
- 11.02** The referral to arbitration shall be to a Board of Arbitration, unless the parties mutually agree in writing to arbitration by a sole arbitrator. The following procedure for the Board of Arbitration shall be as follows:
- (i) The Board of Arbitration will be composed of one (1) person appointed by the Corporation, one (1) person appointed by the Union, and a third person to act as Chair chosen by the other two members of the Board;
 - (ii) Within five (5) calendar days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee;
 - (iii) Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union, fail to agree on a third person within ten (10) calendar days of the notification mentioned in 11.02(ii) above, the Ministry of Labour of the Province of Ontario may be asked to nominate a person to act as Chair at any time thereafter.
- 11.03** The decision of a Board of Arbitration, or a majority thereof or Sole Arbitrator as the case may be, constituted in the above manner, shall be binding on both parties and any employee affected by it.
- 11.04** The Board of Arbitration or Sole Arbitrator as the case may be shall not have any power to add to, substitute, subtract from or modify any of the terms of this agreement.
- 11.05** Each party shall bear the expense of its appointee, and the expense of the Chair or sole Arbitrator, as the case may be, shall be shared equally by both parties.

11.06 No person shall be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

ARTICLE 12 **MANAGEMENT GRIEVANCES**

12.01 It is understood that the Corporation may bring forward at any meeting with the grievance committee any complaints or grievances and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this Agreement.

ARTICLE 13 **NO STRIKES OR LOCKOUTS**

13.01 In view of the orderly procedure established herein for the disposition of the employees' complaints and grievances, the Corporation agrees that it will cause or direct no lockout of its employees for the duration of the Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Corporation for the duration of this Agreement.

ARTICLE 14 **SENIORITY**

14.01 (a) Seniority shall mean length of continuous service with the Corporation.

(b) With the qualifications for the position given full and primary consideration, employees having the greatest seniority shall be given preference in making promotions or transfers, provided the applicant has, in the opinion of the Corporation, the required merits, skill, ability and physical fitness. The opinion of the Corporation shall not be exercised in an arbitrary or unfair discriminatory manner.

(c) Layoff and recall shall be according to seniority, provided that the employee retained or recalled has, in the opinion of the Corporation, the required merits, skill, ability, and physical fitness to perform the position available.

- (d) If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Corporation, he/she shall not lose seniority rights. An employee shall only lose his/her seniority and his/her employment shall be deemed terminated:
- (i) If the employee voluntarily quits the employ of the Corporation;
 - (ii) If the employee is discharged;
 - (iii) If the employee on lay-off fails to acknowledge a recall notice within ten (10) days of receiving such notice;
 - (iv) If the employee overstays a leave of absence without permission from the Corporation;
- (e) Lay-off and recall shall be according to seniority with the last one hired being the first laid off and the last employee laid off being the first one recalled.

ARTICLE 15

TEMPORARY AND PROBATIONARY EMPLOYEES

15.01

Temporary and probationary employees shall have no seniority rights. After ninety (90) working days of service providing the employee has met the minimum job requirements (Written and passed Class I for water/wastewater operators and obtained DZ licence), the probationary employee will receive seniority rights, and his/her seniority shall be dated back to the day on which his/her employment started with the Corporation.

Letter of Understanding to be created with respect to one member in process of obtaining Class DZ to reflect the current long waiting periods.

15.02 The Corporation may utilize temporary employees to assist in staffing absences in circumstances of illness, injury, and leaves of absence. Hiring for this position shall not require an internal posting.

The period of temporary employment for any temporary employee shall be a maximum of one hundred and twenty (120) working days in any given year. The period of temporary employment for any temporary employee may also be extended by mutual agreement of the parties.

15.03 The Corporation may discipline or discharge a temporary or probationary employee for any reason, unless it can be shown that such action was arbitrary, discriminatory, or in bad faith.

ARTICLE 16 **LEAVE OF ABSENCE**

16.01 (a) **FOR UNION BUSINESS**

Where permission has been granted to employee representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Corporation, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

(b) **UNION CONVENTIONS**

Leaves of absence without pay but without loss of seniority shall be granted upon request to the Corporation, to employees elected or appointed to represent the Union at Union Conventions or Seminars. Such time shall not exceed a total of eighteen (18) days in any calendar year.

(c) **LEAVE FOR UNION AND PUBLIC DUTIES**

Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated or who is elected to public office, shall be granted leave of absence, without loss of seniority by the Corporation for a period of up to one (1) year. Such leave shall be renewed each year on request during this term of office.

(d) BEREAVEMENT LEAVE

In the event of the death of a grandparent, a parent, a father-in-law, a mother-in-law, a brother, a sister, a spouse, a child or a grandchild an employee shall be granted five (5) consecutive working days leave, which shall include the day of burial, without loss of salary or wages when regularly scheduled work days are required for such leave.

Where the burial occurs outside of the Province, such leave shall include as well, reasonable travelling time, not to exceed three (3) days.

In the event of the death of a brother, brother-in-law, sister, sister-in-law, and Legal Ward or Guardian an employee shall be granted up to three (3) consecutive working days leave, which shall include the day of burial, without loss of salary or wages when regularly scheduled work days are required for such leave.

Employees shall be granted one (1) day leave on the day of burial without loss of salary or wages in the case of the death of an Aunt, Uncle, Niece or Nephew.

If an employee is notified of a death of spouse, child or parent during working hours, that employee shall be granted paid leave for the remainder of the working day in addition to any bereavement leave covered by this article.

(e) MOURNERS' LEAVE

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

(f) MEDICAL CARE LEAVE

Employees shall be allowed paid leave of absence up to three (3) days per annum in order to engage in personal preventative and general care. However, employees shall be required to show proof of medical and dental care.

(g) COMPULSORY QUARANTINE

Wages or salary for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer, and shall not be chargeable to sick leave.

(h) FAMILY LEAVE

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

- (i) marriage of employee's child, brother, sister - the day of the wedding;
- (ii) birth of employee's child - two consecutive working days including the day of birth
- (iii) serious fire in one's home - up to five (5) days.

(i) TIME OFF FOR ELECTIONS

Employees shall be allowed three (3) consecutive hours before the closing of polls at any Federal, Provincial or Municipal Election or Referendum without deduction from normal daily pay.

(j) JURY OR COURT WITNESS DUTY

An employee who is summoned to serve as a juror or is required by writ or subpoena to appear in Court as a witness during the employee's scheduled working hours, shall be paid his/her regular pay for the time he/she is required to be in Court, providing the employee presents to the Corporation the process which required his/her presence in Court and pays over to the Corporation the amount received by him/her as such juror or witness.

(k) GENERAL LEAVE

The Corporation may grant leave of absence without pay and without loss of seniority for up to thirty (30) days to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Corporation. Such approval shall not be unreasonably withheld.

(I) STUDY LEAVE

Waste Water Control Treatment Operators, and Water Operators shall be eligible for a paid leave of absence for up to five (5) days per calendar year in order to prepare for Provincial Certification and licensing and/or upgrade examinations. Said leave is to be taken at a time mutually agreeable to the Division Head, the Waste Water Control Treatment Operator, and the Water Operator.

ARTICLE 17

SICK LEAVE

17.01 (a)

SICK LEAVE DEFINITION AND ALLOCATION

An employee will be entitled to up to seven (7) days sick leave with full pay per calendar year if by virtue of illness or injury the employee is unable to perform his/her duties and for which the employee is not eligible for benefits under either the Employers Benefit Plan or the *Workplace Safety and Insurance Act*. It is understood and agreed that, where required, unused Medical Care Leave may be used for sick leave purposes.

At the end of a calendar year, an employee may carry over and bank up to 50% of any unused sick leave and unused medical care leave under Article 16.01 (f) above in that year. Total bank maximum shall be 20 days. These banked days may only be utilized as sick days, subject to the proof of illness requirements of Article 17.01(b)

In the event that an employee is sick requiring medical treatment during vacation time and wishes to exchange sick day(s) from vacation days, the employee will be required to provide a medical certificate on the return to work detailing the sick leave period. The cost of such medical certificate will be shared 50/50 between the employee and the Corporation.

(b) PROOF OF ILLNESS

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness or disability in excess of three (3) working days, certifying that such employee is unable to carry out his duties due to illness or disability. The employer will pay full cost of obtaining the certificate.

(c) In the event of sickness or accident occurring during the employment of the employee, the Corporation shall pay to the existing employees (hired prior to January 1, 2016) any difference in salary or wages between the employees' stipulated salary or wages and the amounts received the Weekly Indemnity Plan or Workplace Safety and Insurance Board payments for a period of (26) weeks for the date of such sickness or accident or as long as the insurance company or Workplace Safety and Insurance Board shall make payments, whichever period is lesser. New Employees hired after January 1, 2016 will not be eligible for the salary top-up and will receive payment in the amount equal to the Weekly Indemnity Plan or Workplace Safety and Insurance Board payments.

ARTICLE 18

JOB POSTING

18.01

The Corporation agrees to post all job openings which occur within the bargaining unit for a period of not less than five (5) working days. Any employee wishing to make application shall do so within the required time limit in writing.

ARTICLE 19

BULLETIN BOARDS

19.01

The Corporation shall provide space on bulletin boards upon which the Union shall have the right to post notices of meetings and such other notice as may be of interest to the employees.

ARTICLE 20

EMPLOYEE BENEFIT PLANS

20.01 (a)

The Corporation agrees to pay one hundred percent (100%) of the premiums for the following Sun Life Benefits Plans in respect of all eligible employees:

- Extended Health Insurance
- Drug Benefit
- Vision Benefit – \$375. per 24 months
- Orthotics - \$400.00 per year
- Chiropractic – \$500. per year
- Dental Insurance - Level 3 – with 60% reimbursement to employee for dentures, orthodontics, crowns and bridges
- Weekly Indemnity Insurance
- Group Life Insurance - 2 X salary to a maximum of \$150,000.00
- Long Term Disability (LTD) – the Corporation will provide an LTD plan with a benefit level of 70% of salary at the time of disability to a maximum monthly benefit of \$3,500.

The Corporation agrees to pay 50% of the premiums of the Long Term Disability Plan and the employee agrees to pay the remaining 50%

(b)

(i) In the case of absence for illness, the Corporation's contributions to the above benefits plans will be paid for a maximum of twenty-six (26) weeks from the commencement of illness. Thereafter, the employee may pay the full premium through the Corporation if he/she so desires."

(ii) An employee absent due to illness and in receipt of Short Term Disability (STD) or Long Term Disability (LTD) will

have the Corporation's contributions to the above benefit plans paid.

- (c) The Corporation's contributions to the above benefits plans will cease at the end of the month in which an employee commences a lay-off or unpaid leave of absence. Thereafter, the employee may pay the full premium through the Corporation if he/she so desires.
- (d) The Corporation shall have the right to change carriers provided the new carrier(s) maintains equal or better coverage.

20.02 In addition to the Canada Pension Plan, the Corporation agrees to enroll all permanent employees in the Ontario Municipal Employees' Retirement System Plan. The employees and the Corporation shall make equal contributions to the plan, or as otherwise may be required in accordance with the OMERS Act and Regulations.

20.03 The Corporation agrees that should the Employee Health Tax revert to a premium based health insurance plan, the Corporation will contribute one hundred (100%) percent of the premium cost.

ARTICLE 21 **ANNUAL VACATIONS AND PAID HOLIDAYS**

21.01 (a) **Length of Vacation**

Permanent employees shall receive annual vacation with pay in each year computed on their anniversary date as follows:

- (i) employees who will have one or more but less than three (3) years of seniority on their anniversary date shall have ten (10) working days of vacation with pay per year.
- (ii) employees who will have three (3) or more but less than eight (8) years of seniority on their anniversary

date shall have fifteen (15) working days of vacation with pay per year.

- (iii) employees who will have eight (8) years or more but less than sixteen (16) years of seniority on their anniversary date shall have twenty (20) working days of vacation with pay per year.
- (iv) employees who will have sixteen (16) or more years seniority on their anniversary date shall have twenty-five (25) working days of vacation with pay per year.
- (v) provide one (1) bonus week of vacation after twenty-four (24) years (for that year only)

(b) Permanent employees with less than one (1) year of seniority in any year shall be granted a vacation of one (1) working day per month of service up to a maximum of ten (10) days.

(c) With the exception of permanent employees collecting Weekly Indemnity Insurance Benefits, permanent employees who are not actively at work for at least one thousand, five hundred (1,500) hours in a year determined by their anniversary date shall receive vacation pay based on a percentage of his or her gross pay for work performed on the following basis:

10 day entitlement	-	4%
15 day entitlement	-	6%
20 day entitlement	-	8%
25 day entitlement	-	10%

(d) **Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.

(e) **Vacation Pay on Termination**

If an employee's employment is terminated, all necessary adjustments shall be made between the Corporation and such employee in order that the employee will receive a proportionate payment in lieu of any earned vacation which was not taken prior to termination and in order that the Corporation will recover from the employee a proportionate repayment on account of an unearned vacation prior to termination.

(f) **Vacation Schedules and Preferences**

- (i) Vacations shall be available at any time throughout the calendar year subject to the Corporation's operational requirements and to the approval of the Division Head. Such approval shall not be unreasonably withheld.
- (ii) For vacations in the months of July and August, vacations shall be granted first on the basis of seniority among those employees having children who attended school during the preceding spring, and secondly, on the basis of seniority among those who did not have children attending school in the preceding spring.
- (iii) Vacation requests must be made by March 15th and vacation schedules shall be posted by April 1st of each year and shall not be changed unless mutually agreed by the employee and the Corporation. Requests for changes or new vacation requests shall be handled on a first-come, first-served basis and must be made one month in advance.
- (iv) Subject to operational requirements and except in the case of municipal emergencies, for those employees entitled to fifteen (15) or less working days of vacation per year, those employees shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Corporation.

- (v) Subject to operational requirements and except in the case of municipal emergencies, for those employees entitled to fifteen (15) or more working days of vacation per year, these employees shall be entitled to receive at least three (3) weeks of their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Corporation.
- (vi) Employees shall be permitted to carry over up to one (1) week of their vacation entitlement to the next year.

(g) **List of Holidays**

The Corporation recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day - (starting in 2009)

One (1) "floating" holiday to be taken at the discretion of the Division Head. An employee may request a floating holiday and such request will not be unreasonably denied.

Four (4) hours on Christmas Eve Day
Four (4) hours on New Year's Eve Day

(h) **Additional Holiday**

When Christmas Day and New Years Day falls on Tuesday, an additional four (4) hours paid holiday for Christmas Eve day and New Years Eve day shall be granted as an additional paid holiday. When Christmas Day falls on a Wednesday, the Friday following Boxing Day shall be granted as an additional paid holiday.

(i) **Holiday Falling on Weekend**

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

(j) To qualify to be paid for a holiday, the employee must work his or her scheduled work day preceding the paid holiday and his or her scheduled work day following the paid holiday unless on authorized vacation, leave of absence or sick leave.

(k) Employees who are on lay-off from work will not be entitled to statutory holiday payments for statutory holidays which are contained in the period of lay-off.

ARTICLE 22 **INCLEMENT WEATHER**

22.01 Whenever ordinary work, except emergency work as defined by the Division Heads, cannot be reasonably continued during working hours by reason of inclement weather conditions, the Corporation shall either provide indoor work for outside crews, or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

ARTICLE 23 **PRESENT PRACTICES**

23.01 All rights, benefits and privileges which are not specifically mentioned in this Agreement, and which are not contrary to its intentions, will continue in full force and effect.

ARTICLE 24 **RETIREMENT**

24.01(a) Although an employee is not required to retire at age 65 under current legislation, the Corporation and the Union both agree and support an employee decision to retire at age 65

and to provide notice and intent to retire and/or to continue working past age 65.

24.01(b)

An employee working past age sixty-five (65) is an eligible employee for the purposes of Article 20, Employee Benefit Plans except Long Term Disability coverage will cease at age 65. The employee is an eligible employee up to the age of seventy (70) or the date of retirement, whatever is earlier.

The Ontario Drug Plan is an offset to drug coverage under the plan(s) of insurance and the annual deductible shall be covered by the plan(s) of insurance. Covered drugs are identified in the insurer's drug formulary (which may change from time to time).

ARTICLE 25

WAGE RATES, CLASSIFICATIONS AND PAY PERIODS

25.01 (a)

Rates of pay and job classifications shall be shown on Schedule "A" attached and forming part of this Agreement.

All employees will be provided with a statement of wages and earnings in accordance with the applicable legislation, as amended to date. All temporary and probationary employees shall receive ninety percent (90%) of the regular rate of pay for the classification listed. Existing employees that apply to a position which has a higher wage rate shall receive the higher of their pre-existing wage or 90 % of the regular rate of pay during the probation period. The Corporation agrees to pay a shift premium of two dollars (\$2.00) per hour over the rates set out in Schedule "A" for shifts outside the normal work day. Shift premiums will not be paid for any hour in which the employee receives overtime premiums and will not form part of the employee's straight-time hourly rate.

(b) Pay Periods

Wages shall be paid by the Corporation "bi-weekly", normally resulting in twenty-six (26) pay periods per annum.

ARTICLE 26 HOURS OF WORK AND OVERTIME

- 26.01 (a)**
- (i) The normal work week for employees of the Works Division shall be five (5) days, Monday to Friday, from 7:30 a.m. to 12:00 noon and from 12:30 to 4:00 p.m., a 40-hour week.
 - (ii) The normal work week for Water/Waste Water Collection Treatment Control Operators shall be five (5) days, Monday to Friday, from 7:00 a.m. to 12:00 noon and from 12:30 to 3:30 p.m., a 40-hour week.

(b) Employees may be required to work in excess of the normal work day, and/or normal work week. Such authorized work shall be considered and paid as overtime.

(c) Overtime Rates

Overtime rates shall apply as follows:

- (i) all time worked in excess of the normal work day will be paid at the rate of time and one-half times the employee's regular hourly pay; Time worked after regular hours on Friday and prior to normal start of Monday shift, or Thursday of a compressed work week shall be paid at the rate of two times (2x) regular rate of pay.
- (ii) all time worked on a Saturday, Sunday and Statutory Holiday will be paid at a rate of two times the employee's regular rate of pay.

(d) Surplus Time Bank

- (i) When an employee works authorized overtime, he/she shall elect either to be paid for those hours at

the relevant overtime rate or to have such hours placed in a Surplus Time Bank in accordance with the following provisions.

- (ii) The purpose of the Surplus Time Bank is to permit limited leave of absence with pay when requested by an employee while retaining the efficient operation of the Departments. Surplus time off shall be taken upon mutual agreement between the employee concerned and his/her immediate supervisor. If extenuating work requirements on a planned surplus day(s) require the employee to work, the surplus day(s) will be rescheduled to an alternate time. If an employee elects to utilize the surplus Time Bank, each hour of overtime worked shall be deemed equal to the relevant overtime rate of an employee's regularly scheduled time and such overtime shall be converted to straight time hours accordingly and placed in the Surplus Time Bank to a maximum of 40 hours per calendar year. Drawing on the Time Bank in any calendar year does not allow the employee to replenish or exceed the 40 hours per calendar year.
- (iii) Any time standing to the credit of an employee in the Surplus Time Bank shall be paid to him or her on the final pay period of the year.
- (iv) When payment out of the surplus Time Bank 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.

(e) **Call Back Time**

- (i) An employee who is called in to work outside his/her regular working hours, other than for overtime work for which the employee has received at least 12 hours notification and for work covered under Article 26.01(g), shall be paid for a minimum of two (2) hours at the appropriate overtime rate. Should another call

back occur within the same two hour period as the original call back, it will be treated in conjunction with the original call and not be deemed a separate call back. Repetitive alarm or nuisance alarm conditions that cannot be resolved will be reported to Management for direction.

- (ii) In the case of employees living within the municipality, payment shall apply from the time he/she leaves his/her home to report for duty to the time he/she leaves work.
 - (iii) In the case of employees living outside of the municipality, payment shall apply from the time he/she reaches the municipal boundary of Strathroy-Caradoc to report for duty to the time he/she leaves work.
- (f) One Waste Water Collection and Treatment Control Operator and one Water Operator shall be scheduled by the Corporation to remain on call for work at all times outside of the normal work week. The weekly stand-by rate for said Wastewater and/or Water employee shall be one hundred and seventy-five dollars (\$175.00). The compensation noted above will include time associated with telephone calls. The resolution of SCADA alarms using the Laptop computer which does not require a call back will be compensated at 1 hr per the overtime rate. Should other SCADA alarms occur within the same 1 hr period, they would be treated in conjunction with the initial alarm and not be deemed as a separate claim.
- (g) One Works Division employee shall be scheduled by the Corporation to remain on stand-by duty and to remain on call for work at all times from Friday at 4:00 p.m. to Monday at 7:30 a.m. The weekend stand-by rate for said Works Division employee shall be eighty-five dollars (\$85.00). All operators will rotate in the weekend stand-by rotation and all weekends will be covered. All call-outs will go through the

Foreman or Roads Manager who will call the on-call operator.

The Works Division working Forepersons in conjunction with the Roads Department Manager shall be scheduled by the Corporation to remain on stand-by duty for all times outside of the normal work week (ie once every three weeks). The weekly stand-by rate for said working forepersons shall be one hundred and seventy-five (\$175.00) per week. The compensation noted in this section will include time associated with telephone calls which do not require a call back.

- (h)
 - (i) Between December 1st and April 1st, employees may be required to work shifts commencing at 3:30 p.m. and ending at 12:00 a.m. While working their shift, said employee will receive a shift premium of two dollars (\$2.00) per hour.
 - (ii) For the purposes of sweeping the streets and line painting, employees may be required to work shifts commencing at 3:30 p.m. and ending at 12:00 a.m. While working said shifts, employees will receive a shift premium of two dollars (\$2.00) per hour.
 - (iii) Shift rotation will be distributed on an equitable basis.

26.01 (i) It is agreed that for the purposes of Section 17 of the Employment Standards Act, 2000, subject to any necessary approvals, employees may work beyond their regularly scheduled daily and weekly hours but not to exceed 13 hours in a work day or 60 hours in a work week, subject to the other provisions of the collective agreement. Roads are not subject to this clause during winter operations.

ARTICLE 27 **BREAKS**

27.01 It is agreed that all employees shall be allowed two (2) fifteen (15) minute breaks during each work day, the time of the breaks to be at the discretion of the Division Head.

ARTICLE 28

PROTECTION OF EMPLOYEES' POSITION

28.01 (a)

Persons whose regular jobs are not included in the bargaining unit will not work on any jobs which are so included except for the purpose of experimenting, demonstrating or instructing employees in the bargaining unit, or in the case of emergency when regular employees are not immediately available. Nothing herein contained shall prohibit the Corporation from employing, from time to time, persons in the capacity of security guards or watchmen, when they are available. Employees of the Corporation, and at the discretion of the Corporation, shall be given preference for such work.

(b)

The Corporation agrees that it will not put out for tender, or contract or employ any person or persons, or group of persons, for any job now filled by a bargaining unit member so as to have the effect of depriving any employee covered by this Agreement of a job, without loss of pay. The Union, however, recognizes the right of the Corporation to hire persons as casual labourers to work within or without the normal work day at such rates of pay as shall be established by the Corporation., but at a rate not less than the labourer rate established in Schedule "A" of this Agreement.

ARTICLE 29

GENERAL CONDITIONS

29.01 (a)

First Aid Kits

A first aid kit shall be supplied by the Corporation to each mobile unit of employees.

(b)

Meal Allowance

Where an employee covered by this Agreement is paid ten (10) consecutive hours or more, they shall be entitled to two (2) meal allowances. An additional meal allowance shall be paid for ensuing four (4) hour periods of time. An employee

called in to work on a Saturday, Sunday or paid holiday, shall be entitled to a meal allowance at the four (4) hour work period and for ensuring four (4) hour periods of time. Each meal allowance shall be valued at \$14.00. On compressed work week meal allowance would start after twelve (12) consecutive hours.

- (c) The Corporation will reimburse employees the cost of all training, licenses and/or certificates required to perform their job providing that authorization has been obtained from their supervisor. Employees are responsible for the cost of driver's licenses to meet minimum job requirement such as G and/or DZ license.

ARTICLE 30 **WEARING OF SAFETY EQUIPMENT**

30.01 The wearing, while on duty, of safety equipment, provided by the Corporation under the terms of this Agreement shall be a condition of employment.

ARTICLE 31 **LOSS OR SUSPENSION OF DRIVERS LICENSE**

31.01 An employee who operates a motor vehicle on behalf of the Corporation, shall be the holder of a proper current valid driver's license and, if same is lost or suspended, it shall be reported by the employee forthwith to the Corporation. Every reasonable accommodation shall be made for the employee to remain at work and placed in a position where the holding of a driver's license is not a requirement. Once the employee is in possession of a renewed proper current valid driver's license, the employee shall be returned to his/her original classification.

An employee may only exercise the rights contained in this clause once.

ARTICLE 32 **SEXUAL HARASSMENT**

32.01 (a) **Definition**

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- (1) unnecessary touching or patting;
 - (2) suggestive remarks or other verbal abuse;
 - (3) leering at a person's body;
 - (4) compromising invitations;
 - (5) demands for sexual favours;
 - (6) physical assault.
- (b) The Corporation agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Corporation also agrees to include the subject of sexual harassment in staff or management training sessions.
- (c) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- (d) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (e) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

ARTICLE 33

JOINT HEALTH AND SAFETY COMMITTEE

The Corporation shall establish and maintain a joint health and safety committee in accordance with the Occupational Health and Safety Act and its Regulations. The Committee will have six members comprised of:

- a) one (1) works/waste bargaining unit member;

- b) one (1) recreation bargaining unit member;
- c) one (1) inside worker; and
- d) three (3) management representatives.

ARTICLE 34 **TOOLS AND EQUIPMENT**

The Corporation shall supply all tools and equipment required in the performance of their duties.

ARTICLE 35 **DURATION OF AGREEMENT**

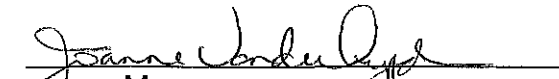
35.01 This Agreement shall remain in force and effect commencing the **1st day of January, 2016 up to and including the 31st day of December, 2018**, and from year to year thereafter, unless either party gives notice in writing in the ninety (90) day period prior to the expiration date in any year of their desire to alter or terminate same.

SIGNED at The Corporation of the Municipality of Strathroy-Caradoc this 11th day of January, 2016.

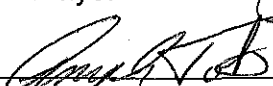
ON BEHALF OF:

The Corporation of the Municipality of Strathroy-Caradoc

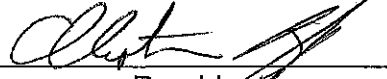
London Civic Employees, Local 107, Canadian Union of Public Employees Works Division, Waste Water Division, and Water Division




Mayor



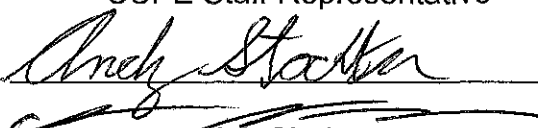
Clerk



President



CUPE Staff Representative



Unit Chairperson

SCHEDULE "A"

**WORKS DIVISION, WASTE WATER DIVISION,
AND WATER DIVISION SCHEDULE**

Classifications

	<u>Jan. 1, 2016</u>	<u>Jan. 1, 2017</u>	<u>Jan. 1, 2018</u>
Operator	25.41	25.81	26.36
Labourer	14.16 – 20.82	14.37 – 21.13	14.66 – 21.55
Water/WasteWater Treatment Control Operator (OIT) (employee with less than Class 1 and/or no DZ)	24.26	24.62	24.85
Water/Waste Water Treatment Control Operator (Certified) (Class I written and passed with DZ license)	26.96	27.36	27.91
Working Foreperson Roads	28.16	28.56	29.11
W/Wastewater	29.71	30.11	30.66

(Working Forepersons are \$2.75 per hour more than the appropriate Operator rates.)

SCHEDULE "B"

WORKS DIVISION, WASTE WATER DIVISION, AND WATER DIVISION

Clothing and Protection Wear

1. If required for the performance of the employee's duties, the Corporation will supply the following items of clothing: work gloves, safety hat, safety goggles, safety vest, raincoat or rain suit, rubber boots, protective apron, ear protection, chainsaw chaps and other safety devices that may be required.
2. The Corporation agrees to provide three (3) pairs of disposable coveralls per year, for the use of employees who are painting.
3. All employees are required to wear safety boots while at work. All safety boots must be equivalent to, or exceed the grade 1 green patch standard as outlined in C.S.A. Standard Z195-M198 unless such other standards are established and published by the Corporation, in consultation with the Joint Health and Safety Committee.
4. The Corporation shall, upon submission of original receipts that clearly document item purchased, reimburse each employee to a maximum of six (\$600.00) hundred dollars per calendar year for the cost of CSA approved work boots and any other clothing needed for the employee's work requirements. Such reimbursement will be issued to employees by separate direct deposit.

The Municipality will provide additional re-imbusement up to \$5 per item for embroidery of the Corporation logo on defined work clothing.

Other Clothing Items approved for re-imbusement include any orange traffic related clothing. Plain coloured work wear for items such as t-shirts, sweat shirts, hoodies, golf shirts, jackets, vests, coats, work pants (Jeans are acceptable), work socks.

Any non-orange traffic clothing per the following shall be embroidered with the Municipal logo (t-shirts, sweat shirts, hoodies, jackets, vests, coats). The invoice for the logo shall be submitted in conjunction with the clothing invoice.

Adherence with this clause will permit clothing to be defined as non-taxable with respect to income tax purposes.

5. For Water and Wastewater Staff involved in both Sanitary Sewer and Watermain work, an extra pair of safety boots shall be provided by the Corporation on an as needed basis in order to address cross-contamination issues. The safety boots must be equivalent to, or exceed the grade 1 green patch standard as outlined in C.S.A. Standard Z195-M198. On approval from Supervisor, the Corporation shall reimburse employee upon submission of original receipts. The purchase shall be deemed independent of the employees clothing allowance.

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
STRATHROY- CARADOC**

- and -

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES
WORKS DIVISION, WASTE WATER DIVISION, AND WATER DIVISION**

RE: COMPRESSED WORK WEEK

Notwithstanding the provisions of Article 26:01, the Parties agree as follows:

For the employees in the Works Division, commencing in early May and ending on the Labour Day Holiday, (the precise dates to be determined by the Division Head at his discretion), the normal work week shall be four (4) consecutive days, Monday to Thursday or Tuesday to Friday.

Monday	6:30 a.m. to 5:00 p.m.-	10 hours
Tuesday	6:30 a.m. to 5:00 p.m.-	10 hours
Wednesday	6:30 a.m. to 5:00 p.m.-	10 hours
Friday	6:30 a.m. to 5:00 p.m.-	10 hours

The working Forepersons will rotate on-call and work rotating Fridays with half of a crew of Operators on a rotating basis with Operators taking part working Friday and getting the Monday off.

The above represents a forty (40) hour work week with (1/2) hour unpaid lunch break.

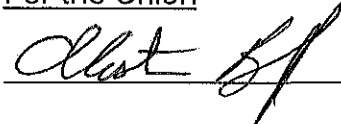
Employees may be required to work in excess of the normal work day, and/or the normal work week. Such authorized work shall be considered and paid as overtime. No banking of overtime will be allowed during the compressed work weeks.


Under this schedule, when a Statutory Holiday falls on any of the above days, an employee shall be paid for ten (10) hours for not working on said Holiday.

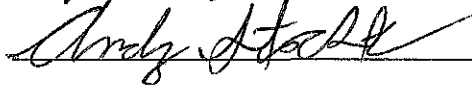
Employees will be advised of the commencement date and ending date of the compressed work week schedule no later than March 15th of each year.

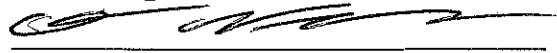
SIGNED at The Corporation of the Municipality of Strathroy-Caradoc this 11th day of January, 2016.

For the Union

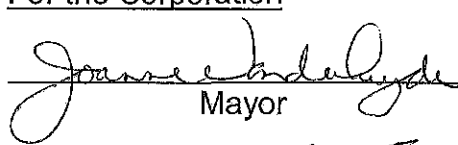


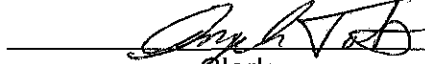






For the Corporation



Mayor


Clerk

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
STRATHROY- CARADOC**

- and -

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES
WORKS DIVISION, WASTE WATER DIVISION, AND WATER DIVISION**

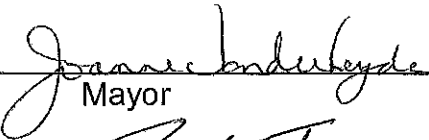
For the purposes of Article 23, Present Practices, the parties agree to establish a Present Practices Committee. This Committee shall be comprised of two members of the bargaining unit and two representatives of the Corporation. The mandate of the Committee shall be to investigate and to resolve by consensus any dispute or allegation that the Corporation is in violation of Article 23. In the event that the Committee is unable to reach a resolution by consensus, a grievance alleging a violation of Article 23 may subsequently be processed through the grievance procedure and be dealt with at Arbitration.

SIGNED at The Corporation of the Municipality of Strathroy-Caradoc this 11th day of January, 2016.

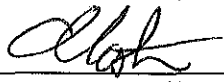
ON BEHALF OF:

**The Corporation of the Municipality
of Strathroy-Caradoc**

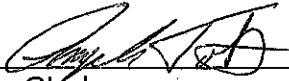
**London Civic Employees, Local 107,
Canadian Union of Public Employees
Works Division, Waste Water
Division, and Water Division**



Mayor



President



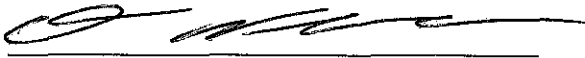
Clerk



CUPE Staff Representative



Unit Chairperson



LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
STRATHROY- CARADOC**

- and -

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES
WORKS DIVISION, WASTE WATER DIVISION, AND WATER DIVISION**

Restructuring

The Corporation acknowledges the importance of its employees as one of its greatest assets. In the event that the Corporation should amalgamate with any single municipality, or more than one other municipality, the Corporation will undertake to do its best to represent and to protect the rights and obligations of its employees as represented by collective agreement existing on the date of said amalgamation.

Such rights and obligations may include, but are not limited to, the following:

1. Seniority rights;
2. Service credits as they relate to paid vacations, health and other benefits;

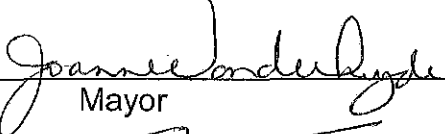
3. Conditions of employment and wage rates;
4. Retention of the Bargaining Unit and service performed by C.U.P.E. Local 107, or as otherwise negotiated with that unit.

SIGNED at The Corporation of the Municipality of Strathroy-Caradoc this 11th day of January , 2016.

ON BEHALF OF:

**The Corporation of the Municipality
of Strathroy-Caradoc**

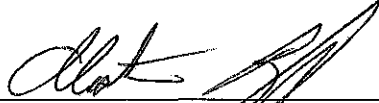
**London Civic Employees, Local 107,
Canadian Union of Public Employees
Works Division, Waste Water
Division, and Water Division**



Mayor



Clerk



President



CUPE Staff Representative



Unit Chairperson



LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
STRATHROY- CARADOC**

- and -

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES
WORKS DIVISION, WASTE WATER DIVISION, AND WATER DIVISION**

If an employee who is eligible for early retirement under the OMERS plan retires prior to the age of sixty-five (65), the employee shall be eligible to continue to participate in the Corporation's extended health, drug, vision, and dental group benefits plans until the employee reaches the age of sixty-five (65) and the Corporation shall pay fifty (50) percent of the premiums for such plans, provided that upon retirement the employee:

1. is fifty-five (55) years of age or older; and
2. has a minimum of twenty (20) years of combined service with the Town of Strathroy, the Township of Caradoc and/or the Municipality of Strathroy-Caradoc .

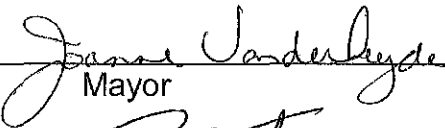
Should the employee die prior to age sixty-five (65), the employee's spouse will be eligible to continue to participate in the above-noted benefits until the date at which the employee would have been sixty-five (65) years of age or until remarriage of the spouse, whichever occurs first.

SIGNED at The Corporation of the Municipality of Strathroy-Caradoc this 11th day of January, 2016.


ON BEHALF OF:

The Corporation of the Municipality of Strathroy-Caradoc

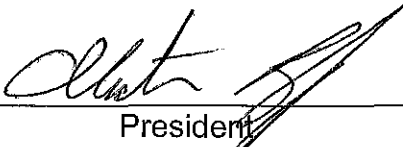
**London Civic Employees, Local 107,
Canadian Union of Public Employees
Works Division, Waste Water
Division, and Water Division**



Mayor



Clerk



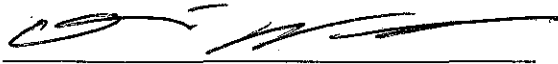
President



CUPE Staff Representative



Unit Chairperson



LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
STRATHROY- CARADOC**

- and -



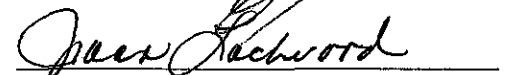

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES
WORKS DIVISION, WASTE WATER DIVISION, AND WATER DIVISION**

RE: CALL-IN PROCESS


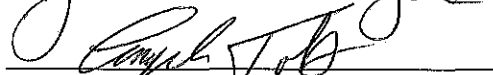
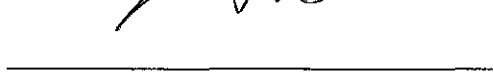

1. The Foreperson and the Operator on stand-by will be the first to be called in;
2. Should additional staff be required, they will be called in on a rotating basis;
3. The initial list will be based on seniority;
4. An employee on vacation or a scheduled day off will not be called.

SIGNED at the Corporation of the Municipality of Strathroy-Caradoc this 11th day of January, 2016.

For the Union

For the Corporation

LETTER OF UNDERSTANDING

B E T W E E N :

**THE CORPORATION OF THE MUNICIPALITY OF
STRATHROY- CARADOC**

- and -

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES
WORKS DIVISION, WASTE WATER DIVISION, AND WATER DIVISION**

**RE: Water/WasteWater Treatment Control Operator (OIT)(employee with
less than Class 1 and/or no DZ)**

Existing employees at the time of this Agreement will be red circled at their current wage until such time as they meet the Certified Operator requirements of the position.

With respect to DZ Licencing, this provision takes into account the potential long waiting periods related to obtaining a Class DZ Licence. Employee's not meeting this requirement must diligently pursue the licence and provide documentation to the Supervisor with respect to scheduling appointments to meet these requirements. Within six (6) months of the signed date of this agreement, the employee must apply and provide proof of a scheduled examination date. Failure to provide this documentation will result in the removal of the red circle wage rate resulting in the OIT wage rate being applied until such time as the proper Licencing is in place.

With respect to the Class I Operator Exams, existing employees in a probationary period will not be penalized by this provision. However, within six (6) months of the signed date of this agreement, the employee must provide proof of a scheduled examination date. Failure to provide this documentation will result in the removal of the red circle wage rate resulting in the OIT wage rate being applied until such time as the proper Certification is in place.

SIGNED at The Corporation of the Municipality of Strathroy-Caradoc this 11th day of, 2016.

For the Union

AD

Gene Lechwood

And Star

For the Corporation

Joanne Underberg

Mayor
[Signature]

Clerk