

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE



AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 107**

CUPE / *Canadian Union
of Public Employees*

TERM: January 1, 2024, to December 31, 2027

Table of Contents

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – MANAGEMENT RIGHTS.....	1
ARTICLE 3 – RECOGNITION AND NEGOTIATIONS	2
ARTICLE 4 – THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES.....	4
ARTICLE 5 – CORRESPONDENCE	4
ARTICLE 6 – RESOLUTIONS AND REPORTS OF THE COUNCIL	4
ARTICLE 7 – LABOUR MANAGEMENT NEGOTIATIONS.....	4
ARTICLE 8 – SENIORITY	6
ARTICLE 9 – LAYOFFS AND REHIRINGS	7
ARTICLE 10 – PROMOTIONS AND STAFF CHANGES	7
ARTICLE 11 – GRIEVANCE PROCEDURE	8
ARTICLE 12 – ARBITRATION.....	10
ARTICLE 13 – SUSPENSION AND DISCHARGE	12
ARTICLE 14 – HOURS OF WORK.....	12
ARTICLE 15 – OVERTIME.....	15
ARTICLE 16 – PAID HOLIDAYS	16
ARTICLE 17 – VACATIONS.....	16
ARTICLE 18 – SICK LEAVE PROVISIONS.....	17
ARTICLE 19 – LEAVE OF ABSENCE	19
ARTICLE 20 – PAYMENT OF WAGES.....	20
ARTICLE 21 – SEVERANCE PAY.....	20
ARTICLE 22 – SAFETY.....	21
ARTICLE 23 – BENEFITS	22
ARTICLE 24 – SUBCONTRACTING	23
ARTICLE 25 – GENERAL CONDITIONS.....	24
ARTICLE 26 – PRESENT CONDITIONS AND BENEFITS.....	24
ARTICLE 27 – COPIES OF AGREEMENT	24
ARTICLE 28 – NO STRIKES OR LOCKOUTS	24
ARTICLE 29 – TERM OF AGREEMENT.....	24
SCHEDULE "A"	26
SCHEDULE "B"	27
APPENDIX "A"	28

THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE
(hereinafter referred to as the "Employer")

OF THE FIRST PART

- AND -

LONDON CIVIC EMPLOYEES UNION, LOCAL 107, THAMES CENTRE UNIT
(Chartered by the Canadian Union of Public Employees) (hereinafter referred to as the
"Union")

OF THE SECOND PART

ARTICLE 1 – PREAMBLE

1.01 WHEREAS it is the desire of both Parties to this Agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employee be drawn up in an agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, promote, demote, classify, transfer and to discipline or discharge employees who have successfully completed their probationary period for just cause and to discipline or discharge any temporary or probationary employee for any reason satisfactory to the Employer; it being understood that the discipline or discharge of a probationary employee shall not be the subject of a grievance pursuant to this Collective Agreement unless such discipline or discharge was discriminatory, or in bad faith; and

- c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this Collective Agreement.
- d) Determine the nature and kind of business conducted by the Employer, the methods and techniques of work, equipment to be used, the extension, limitation, curtailment or cessation of operations or any part thereof including the assignment of work location, the number of employees to be employed, and to determine and exercise all functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

- 3.01**
- a) The Employer, or anyone authorized to act on its behalf approves and recognizes the London Civic Employees Union, Local 107. CUPE as the sole collective bargaining agency for all Road Department and Recreation Department and Cemetery Department employees of the Employer (The Corporation of the Municipality of Thames Centre), save and except Managers, persons above the rank of superintendent, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
 - b) No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract. In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect to any matters herein dealt with.
 - c) The Parties agree that, in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination against any employee by the Employer, the Union or other employees by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex/pregnancy, sexual orientation, gender identity, gender expression, record of offences, marital status, same sex partnership status, family status or disability.
 - d) The Parties 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.
 - e) The Parties agree that there shall be no discrimination against any employee by the Employer or the Union by reason of an employee's membership or non-membership in a labour union or union activity or non-activity.

- f) The Employer endorses the right of every employee to work in a work environment managed by the Employer that is free from harassment. Employees are expected to comply with the Employers Employee Code of Conduct, and in so doing, may use the Collective Agreement for resolving complaints of harassment that may arise, including the grievance procedure.
- g) During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees covered by this Agreement, upon commencement of employment, within the first pay period of each calendar month, the applicable union dues when notified in writing and shall remit the same prior to the end of such month to the Financial Secretary-Treasurer of the Union, together with a list of names of all employees from whose union dues and assessments were deducted. The list of names shall also indicate the amount of union dues and assessments deducted for each employee, hourly wage rate, employment status, and whether an employee is on leave.
- h) In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall provide the Union and the affected employees at least six (6) months written notice. At the time of the notice, the Employer shall also provide the Union with all relevant particulars pertaining to the merger.
- i) Within five (5) working days of such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.
- j) In the event that the Employer should merge, amalgamate or combine/restructure any of its operations or functions with any other Municipal body, the Employer shall use its best efforts to obtain an agreement that will preserve the following rights of its employees:
 - (i) Credit for all accumulated seniority rights to be carried into employment with a new Employer;
 - (ii) Full service credits with respect to vacations with pay and all other negotiated benefits;
 - (iii) That the work and services performed by members of the Canadian Union of Public Employees Local 107 shall continue to be performed by such members in the employ of the new Employer;
 - (iv) That employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
 - (v) That no employee shall suffer loss of employment as a result of such merger, amalgamation or combination of any of its operations or functions with any other Municipality or organization;
 - (vi) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

k) Employee Contact Information

The Employer shall provide to the Union a list of all the employees in the bargaining unit. The list shall include each person's name, job title/classification, home mailing address, home telephone number, cell number if available, work e-mail, and personal e-mail if available. The list shall also indicate the employment status (such as full-time, seasonal, temporary, probationary), and if the employee is on a leave of absence. The employee contact list shall be provided in a useable electronic format to the Union in January and July of each year, and as requested.

ARTICLE 4 – THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

4.01 The Employer agrees to acquaint new bargaining unit employees with the fact that a Union Agreement is in effect. New bargaining unit employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. The Union shall meet, up to one (1) hour, with the employee during the probationary period to acquaint them with the structure, benefits, and duties of Union Membership.

ARTICLE 5 – CORRESPONDENCE

5.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Municipality of Thames Centre and the President, and Secretary of the Union.

ARTICLE 6 – RESOLUTIONS AND REPORTS OF THE COUNCIL

- 6.01**
- a) The Employer agrees that ten (10) working days, prior to the Council making any final decision to adopt an employment-related policy affecting employees within the bargaining unit, the Union shall be notified in writing and given opportunity to address the issue at the next regular Council Meeting
 - b) Copies of all Resolutions and By-laws adopted by the Council which affect the members of this Union are to:
 - 1) be forwarded to the Union; and
 - 2) be posted on all bulletin boards.

ARTICLE 7 – LABOUR MANAGEMENT NEGOTIATIONS

7.01

a) Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) Representatives of the Union, as appointees of the Union, plus the National Representative, and not more than three (3) representatives of the Employer, as appointees of the Employer, plus representation (resource persons). The Union shall advise the Employer of the Union representatives to the Committee. The Parties may mutually agree to additional representatives.

b) Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer shall have the right at any time to have the assistance of a representative or a legal advisor for the Municipality of Thames Centre when dealing or negotiating with the Canadian Union of Public Employees.

c) Labour Management Committee

A Labour Management Committee shall be established, consisting of not more than two (2) members of the Union, one (1) of which shall be the President or their designate, and not more than two (2) members of management. The Parties may mutually agree to additional representatives, per meeting. The Labour Management Committee may meet each month at a time mutually agreed upon by the members, provided there is business for their joint consideration. Necessity for a meeting shall be indicated by letter from one Party to the other Party delivered at least five (5) working days in advance of the requested meeting, containing an agenda of the subjects to be discussed. In the event that a scheduled meeting needs to be postponed by either Party, that Party shall notify the other Party as soon as possible and provide suggested times and dates for a rescheduled meeting.

d) Minutes of each meeting of the Committee shall be prepared and distributed by the Employer as promptly as possible after the close of meeting.

e) The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions, reached by unanimous agreement.

f) Union Representation

The Union shall be notified and shall attend meetings between an employee and the Employer related to accommodations, investigations, discipline, and discharge, or where an employee requests the involvement of the Union. The Union shall receive copies of all correspondence pertaining to the above.

7.02 Employees shall not suffer any loss of pay for the time spent attending any committee meetings mentioned in Article 7.01 above. Time for attendance at such meetings shall be deemed to be work time for which the members shall be paid by the Employer at their regular or premium rate, whichever is applicable. The Employer and the Union representatives shall schedule all meetings during regular working hours. Employees on the bargaining committee shall be granted up to two (2) working days in total to prepare for bargaining and such time shall be deemed to be work time for which the members shall be paid by the Employer at their regular or premium rate, whichever is applicable. Employees shall be granted up to one (1) hour to prepare for Labour Management meetings and such time shall be deemed to be work time for which the members shall be paid by the Employer at their regular or premium rate, whichever is applicable.

ARTICLE 8 – SENIORITY

8.01 a) Seniority List

Seniority is preference or priority measured to length of service within the bargaining unit. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Seniority is to start at time of hiring. An up-to-date seniority list shall be sent to the Union and posted on all applicable bulletin boards of Municipality of Thames Centre in January of each year, and provided within thirty (30) days if requested by the Union.

Seniority of New Employees

Newly hired employees shall be considered on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except that the discharge of such employees cannot be the subject matter of a grievance unless such discharge was discriminatory, or in bad faith. The employment of such employees may be terminated at any time during this period of six (6) months. After completion of the probationary period, seniority shall be effective from the original date of employment.

b) Seniority During Absence

If an employee is absent from work because of illness, injury, layoff, or leave of absence approved by the Employer, they shall not lose seniority rights.

An employee shall only lose their seniority in the event that:

- 1) the employee is discharged for just cause and is not reinstated;
- 2) the employee resigns in writing;
- 3) the employee is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- 4) after a layoff, the employee fails to return to work within seven (7) working days, after being notified by Registered Mail to do so, unless through illness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
- 5) the employee is laid off for twenty-four (24) consecutive months.

c) Seniority During Transfer to Supervisory Position

The selection or appointment of employees to supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. However, if any employee is or has been transferred or appointed and later is transferred back to a position which is governed by this Agreement, the employee shall be credited with the seniority accumulated up to the date of leaving the unit, but shall not accumulate any seniority while outside the Bargaining Unit.

ARTICLE 9 – LAYOFFS AND REHIRINGS

9.01 a) Layoff and Rehiring Procedure

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Former employees shall be re-employed in the order of their seniority providing they are qualified to do the work.

b) Notice of Layoff

The Employer shall notify the Union in writing of any potential layoffs thirty (30) working days in advance of the notification to the employee(s). The Employer and the Union shall meet within five (5) working days of the notification. The Employer shall provide the Union with written notice of the date of layoff, number of employees that will be subject to a layoff, the name(s), job title(s), and seniority date(s) of affected employees. The Employer shall notify employees who are to be laid off in writing, with a copy to the Union, thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) full working days after notice of layoff, the employee shall be paid in lieu of that part of thirty (30) working days during which work was not made available. The employee, who is leaving the employment, shall give the Employer two (2) weeks' notice prior to leaving the employment.

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

10.01 a) Employer Shall Notify Union

Ten (10) working days prior to filling any staff changes or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in the Employers offices, shops, and on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: Nature of position, required qualifications (required knowledge and education, ability and skills), shift, and wage and salary rate or range. No advertisement for additional employees shall be made until such posting has been completed.

b) Method of Making Appointment

Experience and qualifications (seniority, skill, ability) shall be considered in any promotion and transfers. When all these factors are deemed relatively equal, seniority shall govern the decision. Therefore, employees having the greatest seniority shall be given preference in making promotions or transfers, provided the applicant has the required qualifications. The successful applicant shall be placed on a trial period of three (3) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, the employee shall be returned to their former position without loss of seniority or salary for the position returned to, and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority or salary for the position returned to.

c) Union Representation

When the Council sits to consider staff changes and promotions, members of the Union, not exceeding four (4) in number, shall be invited to attend, with the privilege of seeing that Union applicants receive full consideration.

d) Union Notification

The Union shall be notified in writing within five (5) working days of all appointments, hirings, re-hirings and terminations of employment. The Union shall be notified of layoffs in accordance with Article 9, and discharge of employment in accordance with Article 7.01 f).

e) Modified Work

Any employee who becomes unable to perform their usual work, owing to a permanent reduced physical capacity or other causes that medical examination may show, shall be given preference to any light work that becomes available and which they are qualified to do, at the salary payable at that time, for the position to which they are assigned by the Employer.

f) Promotions Requiring Higher Qualifications

In the case of promotion requiring higher qualifications or certification, the Employer shall give consideration to employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy. Such employees shall be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

g) The Employer agrees to pay all costs related to licenses, certificates, and training for its employees, i.e. "D", "Z" endorsement, refrigeration certification, etc., provided the said costs are directly related to the employee's job.

h) Upon being informed by the Employer of their return to employment, a seasonal employee shall provide the Employer with confirmation of return to employment (10) days prior to said return.

i) The Employer agrees to pay the cost of any medical report necessary to obtain and/or renew any driver's licence which is required to perform the employee's job.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 a) The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of up to three (3) members, one (1) shall be the President or their designate, and one (1) shall be the Chief Steward or their designate. The personnel of such Committee shall be communicated to the Employer.

b) A grievance shall be defined as a dispute between an employee and the Employer or the Union and the Employer regarding the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable. An earnest effort shall be made to

settle the dispute in accordance with Article 11.02.

- c) An employee shall be represented by the Grievance Committee at each stage of the Grievance Procedure, and the management representative may unilaterally elect to have staff assistance present.

11.02 Complaint

The parties mutually agree that disputes are addressed in a timely and effective manner. As such, an employee who believes they have a complaint or dispute with the Employer must first informally discuss the matter with their Manager. It is understood that an employee may not file a grievance until they have first given their Manager the opportunity to address their complaint.

The employee shall bring their complaint to their Manager's attention within ten (10) working days of the employee becoming aware of the circumstances giving rise to the complaint. If the employee wishes, the Grievance Committee may attend the complaint meeting. The Manager shall provide a response to the complaint, in writing, within five (5) working days of the meeting, or other mutually agreeable time.

If the complaint is not satisfactorily resolved by the Manager, the Union may file a grievance, and the following procedure shall be applied:

Step 1

Within ten (10) working days of receiving their Manager's complaint response, the Union may file a formal grievance on behalf of the employee. The grievance shall be submitted to their Department Head in writing on a grievance form supplied by the Union, and shall bear the following information:

- The name of the grievor;
- The nature of the grievance;
- The remedy sought;
- The provisions of the Collective Agreement that the Union allege have been violated.

The Department Head or their designate, the Grievance Committee, and the grievor shall meet within fifteen (15) working days of the grievance being filed. The Department Head or their designate shall render a written decision on the grievance within ten (10) working days of the Step 1 meeting.

Step 2

Failing satisfactory settlement of the grievance at Step 1, the Union may submit the grievance to the Chief Administrative Officer, or their designate, within ten (10) working days of receiving the Step 1 response.

Within fifteen (15) working days of receiving the grievance, the Chief Administrative Officer, or their designate shall convene a meeting with the Grievance Committee, and, at the Grievance Committee's discretion, the grievor. The decision of the Chief Administrative Officer or their designate, shall be rendered in writing within ten (10) working days of the Step 2 meeting.

Failing satisfactory settlement of the grievance at Step 2, the Union may refer the grievance to arbitration within twenty (20) working days of receiving the Step 2 response.

11.03 The Employer shall supply the necessary facilities for the grievance meetings.

11.04 Grievance Mediation

The parties may agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance.

The Unit Chair and the grievor's time spent in attendance at mediation during their regular working hours shall be without loss of pay.

The parties shall jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice, unless otherwise explicitly agreed to on a case-by-case basis.

11.05 Group Grievances

A group grievance shall commence at Step 1 of the grievance procedure. All grievance forms shall be supplied by the Union.

Policy and Employer Grievances

Where a dispute arises between the Employer and the Union regarding the interpretation, application, administration or alleged violation of the Collective Agreement, the grievance shall begin at Step 1 of the Grievance Procedure.

A Policy and/or Employer grievance shall be submitted within twenty (20) working days of the party becoming aware of the circumstances giving rise to the grievance.

11.06 No employee or member of the Grievance Committee should have any part of their wages lost or deducted for appearing at a meeting of the Grievance Committee with members of management under this grievance procedure.

11.07 No employee shall have any part of their wages lost or deducted should they have to appear on Union business during their hours of work.

11.08 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement of the Parties to this Agreement.

11.09 Definition

For the purposes of Article 11 – Grievance Procedure and Article 12 – Arbitration, days shall exclude Saturdays, Sundays and holidays in accordance with Article 16.

ARTICLE 12 – ARBITRATION

12.01 a) Composition of Board of Arbitration

When either Party requests that a grievance be submitted to arbitration, the request shall be made within twenty (20) working days of the reply received at Step 2 of the grievance procedure and shall be addressed to the other Party to the Agreement. Within five (5) working days thereafter, each party shall name a

nominee to an Arbitration Board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint a nominee or if the two nominees fail to agree upon a Chair within five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either Party.

b) Who May be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- 1) is acting, or has within a period of six (6) months preceding the date of their appointment acted in the capacity of Solicitor, legal advisor, counsel or paid agent of either of the Parties; or
- 2) has any pecuniary interest in the matters referred to the Board.

c) Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representation to it. The decision of a majority shall be the decision of the Board. If there is no majority, the decision of the Chair shall govern.

d) Decision of the Board

The decision of the Board of Arbitration shall be final and binding on all Parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) working days.

e) Expenses of the Board

Each Party shall pay:

- 1) the fees and expenses of the Nominee it appoints; and
- 2) one-half (1/2) of the fees and expenses of the Chair (Arbitrator).

f) Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties to this Agreement.

g) Witnesses

At any stage of the grievance and arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witness and all reasonable arrangements shall be made to permit the conferring Parties or the Arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

h) Single Arbitrator Option

Notwithstanding Article (b) above, the Parties may agree that a particular grievance be heard by a single Arbitrator and the provisions of this Article shall otherwise apply.

ARTICLE 13 – SUSPENSION AND DISCHARGE

- 13.01**
- a) An employee may be dismissed or suspended only for just cause. The Employer shall not discipline or discharge an employee without the Union being present. It may on occasion be necessary to suspend a person from the workplace, such as due to a safety concern, without the Union being present. If such action is taken, the Employer agrees to review this action with that individual and the Union within two (2) working days.
 - b) An employee who claims that they have been discharged or suspended without just cause shall file their grievance at Step 2 of the grievance procedure within ten (10) working days of the date of the suspension or discharge.
 - c) Should it be found that an employee has been unjustly suspended or discharged, such employee may be reinstated to employment with compensation and without loss of seniority, or be given any other remedy which is just and equitable in the opinion of the Parties or in the opinion of the Board of Arbitration or single Arbitrator if the matter is referred to such a Board or single Arbitrator.
 - d) The Employer agrees that the record of disciplinary action placed against an employee shall not be used against that employee after the lapse of eighteen (18) months from the date of issue provided the employee has been discipline free.

ARTICLE 14 – HOURS OF WORK

14.01 a) (i) Road Employees

The normal hours of work for the Road Department shall be eight and one-half (8.5) hours per day from 7:00 a.m. to 4:00 p.m., with a one-half (0.5) hour unpaid lunch break, from Monday to Thursday, and from 7:00 a.m. to 3:30 p.m. on Friday, with a one-half (0.5) hour unpaid lunch break on Friday.

Employees shall have one (1) fifteen (15) minute paid rest period in the morning, and one (1) fifteen (15) minute paid rest period in the afternoon.

(ii) Parks and Recreation Employees

The normal hours of work shall be in accordance with Schedule B inclusive of a one-half (0.5) hour unpaid lunch break per day, as may be amended with mutual consent of the Employer and Union, attached hereto and forming part of this Collective Agreement. The normal work week for employees shall consist of up to five (5) working days and not necessarily consecutive.

Requests by employees for exchanges in the schedule must be submitted in writing/electronically, co-signed by the employee agreeing to the exchange forty-eight (48) hours in advance of the scheduled shift. Such requests shall be considered, subject to the Employer's approval, so long as all shifts are covered. Such exchanges shall not result in any overtime costs.

(iii) General

Employees may be required from time to time to perform non-bargaining unit work or services, on a temporary basis, for other departments of the Employer as required under the direction of the Transportation Superintendent.

While performing these duties all aspects of the Collective Agreement would apply including rates of pay and overtime entitlements.

b) Minimum Hours

In the event of an employee starting work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours.

c) Wash-Up Time

Employees shall be allowed ten (10) minutes wash-up time before the end of their workday.

d) On-Call/Patrol Duties - Winter Control Season

For the purposes of this Agreement, the winter control season shall be from the 15th day of November until the 1st day of April in the following calendar year.

Patroller – an individual may on a volunteer basis be required to perform the duties of winter patroller and shall do so upon a scheduled basis determined by the Employer. Employees scheduled for patrol duties shall be provided a municipal vehicle and a cellular phone for Employer business at the Employers expense. While performing these duties, remuneration shall be one hundred and seventy-five dollars (\$175.00) per week (seven day schedule) plus compensation at the appropriate overtime rate for those hours worked. Scheduled patrol duties shall not be considered as call out requiring the payment of the minimum three hour call out guarantee.

On-Call – all employees shall be required to perform on-call duties after regular working hours during the winter control season from Monday at 12:01 a.m. to Sunday 11:59 p.m. on a scheduled basis as determined by the Transportation Superintendent. Employees working on-call shall be required to be available outside of normal working hours to perform winter control duties when the need arises. Employees working on-call shall be provided a cell phone at the Employers expense. Employees working on-call shall be required to report to the appropriate Road Department shop within forty-five (45) minutes of receiving a cell call. Remuneration for on-call duty shall be two hundred and twenty-five dollars (\$225.00) per week (seven-day schedule), plus compensation at the appropriate rate for any hours worked, call out when on on-call would entitle the employee to the minimum three hour call out rate.

- e) It is agreed that for the purposes of Section 17 of the *Employment Standards Act, 2000* (as amended from time to time), subject to any necessary approvals, employees may work beyond their regularly scheduled daily and weekly hours but not to exceed fourteen (14) hours in a work day or seventy (70) hours in a work week, subject to other provisions of the Collective Agreement.
- f) A shift premium for Recreation Department employees of two dollars and fifty cents (\$2.50) per hour shall be paid for all regularly scheduled shift hours other than regular Monday to Friday day shift upon ratification of the working agreement.
- g) Weekend Winter Standby Duty
During the winter control season (November 15th until April 1st) the following procedure shall be used to manage weekend standby duty:
 - 1) Standby shall be from Saturday at 12:01 a.m. to Sunday 11:59 p.m.
 - 2) An employee who does not wish to be on standby on any particular weekend shall advise the Roads Manager by no later than 1:00 p.m. on the Thursday immediately prior to that weekend. If the employee subsequently requires emergency leave such that they are unable to work on the weekend, the employee shall advise the Employer as soon as possible.
 - 3) If the Employer wishes to place employees on standby, it shall advise all employees in the Roads Department (other than those who have indicated that they do not wish to be on standby, those who are the designated Patroller, and those on on-call) that they are on standby no later than 3:30 p.m. on Friday.
 - 4) Employees on standby are required to report for work within forty-five (45) minutes of receiving a call from the Employer. Employees are responsible for providing the Employer with a current telephone number at which they can be reached for standby.
 - 5) An employee shall receive standby pay of seventy dollars (\$70.00) for each weekend of standby plus compensation at the appropriate overtime rate for those hours worked with a minimum of three (3) hours to be paid.
 - 6) Employees who are not placed on standby may be asked to report for work on the weekend and if they respond, they shall be paid in accordance with Article 15 (c) of the Collective Agreement. If an employee is asked to report for work on Saturday and Sunday and they work both days, they shall receive standby pay of seventy dollars (\$70.00) plus compensation at the appropriate overtime rate for those hours worked with a minimum of three (3) hours paid. However, they shall be under no obligation to respond.
 - 7) If an employee advises that they are unavailable for standby, they shall be deemed to have worked the average number of hours actually worked by employees who were called in for standby for the purposes only of the equalization of overtime hours.

- 8) The Union acknowledges the Employer's right to utilize part-time employees as required to meet Minimum Maintenance Standards where full-time employees are not available to do so.

ARTICLE 15 – OVERTIME

- 15.01** a) All authorized time worked beyond the normal scheduled workday shall be paid at one and one-half (1.5) times the standard rate of pay for all time worked. All time worked on a Sunday or paid holiday beyond the normal scheduled workday shall be paid at two (2) times the standard rate of pay for every hour worked in addition to holiday pay.
- b) Overtime Meal Allowance
Where any employee covered by this agreement is required to work twelve (12) consecutive hours or more, they shall be entitled to a meal allowance of twenty dollars (\$20.00) without receipts.
- c) Minimum Call-Back Time
Every employee who is called out and required to work in any emergency outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates, and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.
- d) Sharing of Overtime
Overtime shall be offered equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available.
- e) Surplus Time Bank
- (i) When an employee works authorized overtime, they shall elect either to be paid for these 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 or limited layoffs with pay as may be reasonable or necessary for the efficient operation of the Department. Surplus time off shall be taken upon mutual agreement between the employee concerned and their immediate Supervisor. If an employee elects to utilize the Surplus Time Bank, each hour of overtime worked shall be deemed equal to (1.5) hours, or 2 hours, as the case may be, 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.
 - (iii) An employee shall not be allowed to place more than eighty-five (85) converted straight-time hours per calendar year at any one time, which is replenishable, in the Surplus Time Bank. Any time

standing to the credit of an employee in the Surplus Time Bank shall be paid to them 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 employees average straight-time hourly rate during the period such surplus time was accumulated.
- (v) Notwithstanding the other provisions of this Article, upon five (5) working days' notice, an employee may request payment of all or part of the Surplus Time standing to the credit of the employee during the year.

ARTICLE 16 – PAID HOLIDAYS

16.01 All employees shall receive one (1) days' pay for not working on 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 | Remembrance Day |
| Canada Day | Christmas Day |
| | Boxing Day |

In addition to the foregoing, the employee shall receive one (1) working day before Christmas Day and the one working day before New Year's Day, and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

If an employee works a scheduled shift on one of the above-named holidays, they shall receive payment at two (2) times actually worked in addition to receiving their holiday pay. If an employee works on the working day before Christmas Day or the working day before New Year's Day, they shall receive payment at one and one-half (1.5) times the employee's regular rate of pay.

ARTICLE 17 – VACATIONS

17.01 a) Vacation scheduling is subject to operational requirements. Preference among employee requests for available vacations shall be resolved by seniority.

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

(i)

One year or more:	2 weeks
In the calendar year of the 3rd anniversary and each year thereafter:	3 weeks

In the calendar year of the 8th anniversary and each year thereafter:	4 weeks
In the calendar year of the 14th anniversary and each year thereafter:	5 weeks
In the calendar year of the 20th anniversary:	6 weeks

- (ii) An employee leaving the service at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
 - (iii) The time of the vacation shall be arranged between the Department Head and the employee and subject to the Employer maintaining a viable workforce.
 - (iv) An employee shall be allowed to carry over up to five (5) working days of their normal vacation entitlement from one year to the following year. Any additional carryover requires approval of the Department Head.
- a) Holidays During Vacation
If a paid or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.
 - b) Preference in Vacations
Requests for vacation shall be treated in the following manner:
 - (ii) 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 to by the employee and the Employer.
 - (iii) Following posting on April 1st, requests for changes or new vacation requests shall be handled on a first-come, first-served basis, subject to operational requirements and must be made one (1) month in advance.
 - c) If an employee returns to work after an extended period of leave, including sick leave, a general leave of absence, or parental leave, and the employees holiday entitlement is in excess of that allowable to carry over, the employee and Employer must mutually agree upon a vacation schedule that shall be subject to operational requirements that would bring the employees entitlement to an allowable level under this agreement within the calendar year that the employee returns to work.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 a) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of illness, injury, or because of an accident for which compensation is not payable under the *Worker's Compensation Act*.

- b) (i) Sick leave shall be granted to employees on the basis of one and one-half (1.5) working days leave of absence per month on account of illness without loss of regular pay. Such sick leave benefits shall accumulate to a maximum of one hundred and thirty (130) working days with no lump sum leave gratuity payment on termination of employment.
- (ii) Weekly Income During Illness
During any illness or non-job related injury each employee shall receive full pay for each day of accumulated sick leave. For each day that illness or injury continues in excess of accumulated sick days, the employee shall receive sixty-six and two-thirds percent (66 2/3%) of weekly earnings, at the time of illness or injury to the end of the injury or a maximum of seventeen (17) calendar weeks from the date of commencement of benefit.
- (iii) Long Term Disability
The Employer shall pay one hundred percent (100%) of the premiums for a Long Term Disability Insurance Plan providing for a seventeen (17) week waiting period and a benefit level to be sixty-six and two-thirds percent (66 2/3%) of pre-disability monthly earnings per month.
- c) Proof of Illness
(i) For one (1) to three (3) working days of sick leave, the employer reserves the right to request a doctor's/nurse practitioner's certificate. After three (3) sick working days, a doctor/nurse practitioner's certificate may be requested to be provided to the Employer, certifying that such employee is unable to carry out their duties due to illness. The Employer shall pay one hundred percent (100%) of the cost of the requested doctor's/nurse practitioner's certificate.
- d) Sick Leave During Leave of Absence
When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave.
- e) Donating Sick Leave Credits
All employees who signify their willingness, may donate two (2) working days of their accumulated sick leave to the fund to be paid to any employee who through a prolonged illness has exceeded their own sick leave credits.
- (f) Sick Leave Record
A record of all unused sick leave shall be kept by the Employer. Immediately after the close of each calendar year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised on application of the amount of sick leave credit accrued to their credit.

(g) Maintenance of Regular Earnings

An employee shall be entitled to maintain their regular earnings by utilizing their sick day credit from the first day of injury or illness, until the exhaustion of their sick day credit. Upon confirmation from the *Workplace Safety and Insurance Board (WSIB)* that the absence is insurable under the *Workplace Safety and Insurance Act*, the employee agrees to repay the Employer all funds advanced from the sick credit, in excess of the top up entitlement, during the assessment period of the claim. Once the payment is received, by the employee from the WSIB, failure to repay any such amounts, to the Employer, shall entitle the Employer to deduct such amounts from any future payments by the Employer to the employee.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 (a) For Union Business

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations, with the Employer, or with respect to a grievance or Health and Safety matter, they shall suffer no loss of pay for the time so spent.

(b) Compulsory Quarantine

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

(c) Bereavement Leave

- (i) An employee shall be granted five (5) consecutive working days leave without loss of salary or wages in case of the death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, ward, or guardian.
- (ii) An employee shall be granted three (3) consecutive working days leave without loss of salary or wages in case of the death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or cousin.
- (iii) Time off with pay shall be granted for an employee to attend a funeral, memorial service, internment, visitation, celebration of life, or bereavement event as a pallbearer or mourner, subject to the prior approval of the Department Head.
- (iv) An employee shall be allowed up to three (3) working days leave with pay for serious illness in the family as defined above in (c) (i), subject to the approval of the Department Head. An employee will be required to make the request on a daily basis.
- (v) Common-law, same sex, and step relationships shall be recognized in the above entitlements.

(d) Jury Duty

The Employer shall pay an employee who is required to serve as a juror or court witness the difference between their normal earnings and the payment they receive for jury service or court witness. The employee will present proof of service and the amount of pay received.

(e) General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer for employees elected or appointed to represent the Union at Union Conventions, Conferences, Seminars or Schools, or other Union business, provided, however, that two (2) weeks written notice is given and that no more than one (1) employee, from each department is off at one time.

ARTICLE 20 – PAYMENT OF WAGES

20.01 a) Pay Days

The Employer shall pay salaries and wages, bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of their wages and deductions.

b) Pay During Temporary Transfers

If an employee substitutes on any job during the absence of another employee, they shall receive the rate of pay for the job or their regular rate, whichever is the greater.

c) Rates of Foreperson

Rates of Foreperson positions for the Road and Recreation Departments shall be shown on Schedule A of this Agreement.

d) Ignition Interlock/Driver's Licence Suspension

The Employer shall not install ignition interlocks on its vehicles or equipment. If an employee is required to use an ignition interlock, or for whatever reason no longer has a valid MTO issued driver's licence, alternate employment shall be provided. Employees that do not have the requisite licence to operate equipment on the roadways and require an ignition interlock shall be paid at the Labourer rate.

ARTICLE 21 – SEVERANCE PAY

21.01 If as a result of the Employer ceasing all or part of the operations or merging with another Employer, or if by reason of any changes in operating methods the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work, the employee shall be given thirty (30)

days' notice and severance pay on the basis of two (2) weeks' pay, for every year of completed service with the Employer.

ARTICLE 22 – SAFETY

- 22.01**
- a) The Union and the Employer agree to abide by the provisions of the Occupational Health and Safety Act (Bill C-70) and shall co-operate in continuing and perfecting the safety measures now in effect.
 - b) A Health and Safety Committee shall be established and composed of two (2) representatives appointed by the Employer, and two (2) representatives of the Union. The Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Employer and the Union.
 - c) All employees working in any dirty or dangerous capacity shall be supplied with all the necessary tools, safety equipment and protective clothing when needed. Safety glasses, safety helmets and liners and protective clothing for rainy weather shall be provided. A first aid kit shall be supplied by the Employer to each mobile unit of employees.

Each employee shall receive an annual clothing/boot allowance of six hundred and seventy-five dollars (\$675) (inclusive of taxes) per calendar year and shall provide receipts for reimbursement. An employee shall be reimbursed within thirty (30) days of the submission of the receipts.

- For staff of the Recreation Department, clothing is to be blue, black or grey in colour ONLY and shall be crested with the Municipality of Thames Centre logo on the left chest or left sleeve. The Employer shall pay for the cost of the crestring. For staff of the Roads Department, clothing colour is to be blue, black, grey or high-visibility safety wear ONLY and shall be crested with the Municipality of Thames Centre logo on the left chest or left sleeve. The Employer shall pay for the cost of crestring. All pants and shorts will be blue, black or grey in colour only.
- Any outer wear, including winter coat and boots.

It is understood that any clothing provided to employees is to be worn during working hours and is not to be defaced or altered in appearance or intent.

- d) All trucks used for transportation of employees shall be covered.
- e) The Union worker representative, or in their absence a predetermined alternate, shall be notified as soon as possible of each accident and/or injury. A worker and a management representative shall jointly investigate each accident and/or injury and provide a written report to the Joint Committee stating their findings with any recommendations for consideration.

- f) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while working for the Employer at normal employment shall be at the expense of the Employer.
- g) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, provided that a doctor or nurse practitioner states that the employee is unfit for further work on that shift.

ARTICLE 23 – BENEFITS

23.01 Pension

- a) Upon commencing employment with the Employer, every employee shall join the OMERS Plan.
- b) The Employer shall provide and administer the plans through the insurer(s) which they exclusively have the right to select, provided the new insurer(s) maintains equal or better coverage. Prior to a change in insurance plans, the Union, and employees shall be notified in writing, and provided with a summary of any changes, if applicable.

The Employer shall contribute for the following benefits for all employees of the bargaining unit, and their dependents, during the specified dates, subject to the following limitations:

Prescription drugs

- One hundred percent (100%) Employer contribution
- Unlimited
- Pay direct drug card

Extended Health Care Plan

- One hundred percent (100%) Employer contribution
- Effective upon ratification, increase to one thousand (\$1000) dollars per calendar year combined for the paramedical services as follows:
 - Chiropractor
 - Osteopath
 - Podiatrist/Chiropodist
 - Naturopath
 - Speech Therapist
 - Physiotherapy
 - Registered Massage Therapy (medical referral not required)

Dental Care Preventative Plan

- Ninety percent (90%) Employer contribution
- Fifty percent (50%) Employer contribution up to three thousand dollars (\$3,000 lifetime on orthodontics)
- Fifty percent (50%) Employer contribution on major restorative services
- Current ODA schedule of fees

Vision Care Plan

- Five hundred dollars (\$500.00) per person over twenty-four (24) months; the benefit may be applied to laser surgery procedures for vision correction. The Employer shall pay one hundred percent (100%) of the cost for one (1) optometric eye examination or one (1) eye refraction over twenty-four (24) months, up to a maximum of one hundred and twenty (\$120.00) dollars.

c) Unemployment Insurance

The Employer shall pay to the employees a refund, paid on each pay date and equivalent to the amount deducted from the employees pay for the Employment Insurance. In this manner, the employees shall share in the reduced premium charged to the Employer by Revenue Canada.

The Employer shall provide and pay the full cost for each employee a Group Life Insurance Plan equal to the employee's annual salary and including Dependent Life Insurance Coverage of two thousand five hundred (\$2,500.00) dollars for a spouse and one thousand (\$1,000.00) dollars for each dependent.

ARTICLE 24 – SUBCONTRACTING

24.01 The Union agrees that the Employer may put out for contract, or hire outside labour and equipment in emergencies when bargaining unit employees are not available. Bargaining unit employees shall not be laid off due to contracting out. For clarity, in this Article, "not available" means the employee is currently working, or the employee does not have the ability to perform the work as determined by the Employer.

Persons whose jobs (paid or unpaid) are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit, except in cases of emergency when bargaining unit employees are not available. Bargaining unit employees shall not be laid off due to non-bargaining unit employees performing bargaining unit work. This does not preclude work that is completed by non-union water works staff on municipal roads or road allowances provided it is not work normally done by this bargaining unit. For clarity, in this Article, "not available" means the employee is currently working, or the employee does not have the ability to perform the work as determined by the Employer.

24.02 Job Security

The Corporation of the Municipality of Thames Centre agrees to maintain a workforce of not less than nine (9) full-time employees for the Roads Department and not less than seven (7) full-time employees in the Recreation Department for the duration of this Agreement.

The Corporation of the Municipality of Thames Centre is allowed to permanently assign workers in accordance with Article 10 e) of this Collective Agreement or temporarily assign existing full-time bargaining unit employees for a period of not longer than thirty-five (35) weeks among the existing roads and arena positions.

ARTICLE 25 – GENERAL CONDITIONS

25.01 a) Bulletin Boards

The Employer shall provide bulletin boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

25.02 Security Cameras

The Union herein agrees to the Employers use of video surveillance cameras at the Operations Centre. The Union herein agrees to the Employers use of video surveillance cameras at the Municipal Office, Recreation Department Facilities in both Dorchester and Thorndale. It is hereby further agreed that the Employer shall advise the Union of the installation, the number and the locations of all cameras and that all cameras shall be located externally of all buildings.

25.03 Definition

For the purposes of this Agreement, “working” days shall exclude Saturdays, Sundays and holidays in accordance with Article 16.

ARTICLE 26 – PRESENT CONDITIONS AND BENEFITS

26.01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed, insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 27 – COPIES OF AGREEMENT

27.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason the Employer shall print the Agreement within thirty (30) days of signing and issue a copy of the same to each employee.

ARTICLE 28 – NO STRIKES OR LOCKOUTS

28.01 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*.

ARTICLE 29 – TERM OF AGREEMENT

29.01 This Agreement shall be binding and remain in effect for forty-eight (48) months from January 1, 2024, to December 31, 2027, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing at least two (2) months prior to the 31st day of December in any year that it desires its termination. However, any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Either Party desiring to propose changes or amendments to this Agreement shall, within a period of ninety (90) days prior to the termination date, give notice in writing to the other Party. Within fifteen (15) working days of receipt of such notice by one

Party, the other Party is required to enter into negotiations for a renewal or revision of the Agreement, and both Parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

Signed electronically this 25 day of June, 2024.

**The Corporation of the Municipality
of Thames Centre**




Sharron McMillan

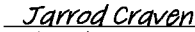


D. Barrick (Jun 25, 2024 12:44 EDT)

David Barrick



Anica Peter



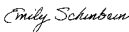
Jarrod Craven (Jun 25, 2024 11:36 EDT)

Jarrod Craven



Steve MacDonald (Jun 25, 2024 11:24 EDT)

Steve MacDonald



Emily Schinbein

**The Canadian Union of Public
Employees and its Local 107**



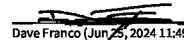
Jamie McBride (Jun 25, 2024 14:58 EDT)

Jamie McBride



Brent Robinson (Jun 25, 2024 14:16 EDT)

Brent Robinson



Dave Franco (Jun 25, 2024 11:49 EDT)

Dave Franco



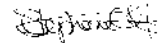
Andy Jans (Jun 25, 2024 13:28 EDT)

Andy Jans



Ben Holcombe (Jun 25, 2024 11:42 EDT)

Ben Holcombe



Stephanie Cliff

SCHEDULE "A"

2024 - 2027 COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 107
(THAMES CENTRE UNIT)**

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Road Foreperson	\$32.52	\$34.10	\$35.72	\$37.39
Equipment Operator	\$28.63	\$30.10	\$31.60	\$33.15
Recreation Foreperson	\$32.52	\$34.10	\$35.72	\$37.39
Facility Operator (Arena/Parks)	\$28.63	\$30.10	\$31.60	\$33.15
Labourer Rate	\$23.20	\$24.50	\$25.83	\$27.20

New employees are subject to Article 8(b) of this Agreement.

SCHEDULE "B"

Community Services & Facilities Full Time Schedule

Week 1

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Foreperson	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:00pm		
Operator 2	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:00pm		
Operator 3*			1:00pm-12:00am	1:00pm-12:00am		6:30am-5:30pm	6:30am-5:30pm
Operator 4	3:00pm-2:00am	3:00pm-12:00am	8:00am-5:00pm	6:30am-3:30pm	6:30am-3:00pm		
Operator 5	3:00pm-12:00am	3:00pm-12:00am	8:00am-5:00pm	6:30am-3:30pm	6:30am-3:00pm		
Operator 6*	6:30am-5:30pm	6:30am-5:30pm	1:00pm-12:00am	1:00pm-12:00am			
Operator 7		3:00pm-12:00am	3:00pm-12:00am	8:00am-5:00pm	6:30am-3:30pm	6:30am-3:00pm	
Operator 8**	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:00pm	3:00pm-12:00am	3:00pm-12:00am		

Week 2

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Foreperson	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:00pm		
Operator 2	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:30pm	6:30am-3:00pm		
Operator 3*	6:30am-5:30pm	6:30am-5:30pm	1:00pm-12:00am	1:00pm-12:00am			
Operator 4	3:00pm-12:00am	3:00pm-12:00am	8:00am-5:00pm	6:30am-3:30pm	6:30am-3:00pm		
Operator 5	3:00pm-12:00am	3:00pm-12:00am	8:00am-5:00pm	6:30am-3:30pm	6:30am-3:00pm		
Operator 6*			1:00pm-12:00am	1:00pm-12:00am		6:30am-5:30pm	6:30am-5:30pm
Operator 7		3:00pm-12:00am	3:00pm-12:00am	8:00am-5:00pm	6:30am-3:30pm	6:30am-3:00pm	
Operator 8**	3:00pm-12:00am	3:00pm-12:00am	3:00pm-12:00am			6:30am-3:30pm	6:30am-3:00pm

Foreperson and Operators 2, 4, 5, and 7 work the same shifts weekly.

***Operator 3 and 6 rotate shifts weekly (with each other).**

****Operator 8 rotates shifts weekly (individual).**

Employees shall be allowed a one-half (1/2) hour unpaid lunch break daily, and two (2) fifteen (15) minute paid breaks.

The above schedule including Hours of Work and Days-Off may be amended with the mutual consent of the Employer and the Union.

This Schedule shall operate on a rotating basis, as agreed between the Employer and the Union.

APPENDIX "A"

RE: ROADS EMPLOYEES SUMMER HOURS OF WORK

WHEREAS the Roads Department employees currently work a 5-day work week, 9 hours per day, Monday to Thursday (7:00 a.m. to 4:00 p.m.) and 8.5 hours per day on Friday (7:00 a.m. to 3:30 p.m.), with a one-half (1/2) hour unpaid lunch break, pursuant to Article 14 (a) (i) of the Collective Agreement.

AND WHEREAS the parties have agreed that it may be beneficial for the productivity of the Roads Department and its employees to work a 4-consecutive day work week, 10.5 hours per day during the summer season, ensuring existing service levels are maintained.

AND WHEREAS the parties may mutually agree to summer hours of work for the Roads employees on a year-by-year basis.

Now, therefore, the parties agree as follows:

1. Where the parties agree to summer hours of work, such agreement shall be in writing, and shall indicate the mutually agreed upon start date and expected duration for that summer. The Employer may change the end date based on operational requirements. Employees shall be notified in writing at least ten (10) working days in advance of the end date.
2. The normal hours of work in Article 14 (a) (i) shall temporarily change to Monday to Friday, 11 hours per day, 6:00 a.m. to 5:00 p.m., however, employees shall be scheduled for only four (4) consecutive days per week.
3. The normal scheduled workday in Article 15 (a) of the Collective Agreement shall be 11 hours per day.
4. OMERS participation shall continue to be calculated on a 42-hour work week.
5. On each day of work, employees shall be entitled to one (1) twenty (20) minute paid rest period in the morning, in addition to a one-half (0.5) hour unpaid lunch break.
6. Sick Leave (Article 18) and Vacation (Article 17) shall be calculated based on a 10.5-hour day.
7. Employees not working on a holiday listed in Article 16 shall be paid holiday pay based on their regular rate of pay time ten and one-half (10.5) hours. If the employee works on a holiday listed in Article 16, they shall be paid in accordance with the Collective Agreement.
8. Each "day" of leave without loss of salary or wages in the Collective Agreement shall be based on an employee's regular rate of pay times ten and one-half (10.5) hours.
9. The parties agree that except for the temporary changes during the summer hours of work outlined and agreed to above, all other Articles under the Collective Agreement remain in full force and effect for all employees.