

# Chatham-Kent

*Shore to Shore*

## **COLLECTIVE AGREEMENT**

*between*

**MUNICIPALITY OF CHATHAM-KENT**

*and*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

*and its LOCAL 12.1*

**JANUARY 1, 2024 to DECEMBER 31, 2027**

**CUPE** / *Canadian Union  
of Public Employees*

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## **ARTICLE 1 - GENERAL PURPOSE**

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees, to provide a means for prompt disposition of grievances, to ensure delivery of efficient municipal services, and to establish and maintain safe working conditions, and satisfactory hours and wages for all employees who are subject to its provisions.

## **ARTICLE 2 - SCOPE**

- 2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all its employees save and except supervisors, persons above the rank of supervisor, persons hired under government job creation or subsidized programs not exceeding 12 months, persons employed for not more than twenty-four (24) hours per week, students employed during the school vacation periods, office, clerical and technical employees, and persons for whom a trade union holds bargaining rights.

### Clarity Notes:

For purposes of clarity, the bargaining unit does not include any municipal employee employed in a health unit, library, home for the aged, fire department, or police department, and does not include graduate nurses and persons engaged in a nursing capacity. Government job creation or subsidized programs does not include workfare persons. The parties agree that the Lifeguard positions are excluded from the bargaining unit.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union agrees that the Corporation has the right to manage its affairs, to direct its forces and to hire, promote, transfer, demote, classify, lay-off, suspend and discipline employees or discharge for just cause. The Corporation agrees that these rights shall be executed in a manner consistent with the provisions of this agreement and subject to the right of the employee to lodge a grievance as set out herein.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 There shall be no intimidation, discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee, or because of his or her membership or non-membership in the Union, or activity or lack of activity in the Union.

### **4.02 Volunteer Fire Department:**

The Corporation agrees that any employee who belongs to Chatham Kent Fire and Emergency Services as a volunteer firefighter may, with the approval of his/her supervisor, attend fire emergencies during working hours that are through his/her assigned Volunteer Fire Station, without loss of pay or benefits.

## **ARTICLE 5 – RELATIONSHIP**

### **5.01 All Employees to Be Members**

All present employees covered by this agreement shall, as a condition of employment, remain members in good standing of the Union. All employees hired after the signing of this agreement who are covered by this agreement shall, as a condition of employment, become and remain members in good standing of the Union, upon commencement of employment.

### **5.02 Dues Deductions**

The Corporation agrees to deduct regular dues from the wages due each employee as directed by the Union from time to time and remit such money to the Secretary-Treasurer of the Union by the fifteenth (15<sup>th</sup>) day of the following month, along with a list of employees from whom deductions have been made. A copy of such list shall also be sent to the President. The Corporation further agrees to deduct an amount equal to any regular assessment properly authorized by the Union in accordance with its constitution on proper written notice from the Union through its Secretary-Treasurer. The Employer agrees to list the annual amount of Union dues paid on all T-4 slips when issued.

### **5.03 Indemnification**

In consideration of the deduction and forwarding of Union dues by the employer, the Union agrees to indemnify and save the employer harmless against any claim, cause of action or legal proceeding arising out of or resulting from the operation of this Article.

### **5.04 New Employees**

- a) The Employer agrees to advise all new employees from outside the bargaining unit who will come within the scope of the bargaining unit with the fact that this Collective Agreement is in effect.
- b) On commencing employment, the employee's immediate supervisor shall introduce the new employee to her/his Union Steward or member of the Union executive. An Officer of the Union shall be given an opportunity to meet each new employee at an operationally convenient time. Such time will be within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her/his responsibilities and obligations to the Union.

### **5.05 Contracting Out**

- a) Supervisors shall not perform the duties of any jobs which are included in the bargaining unit, except in the cases of instruction, emergencies, incidental/irregular work, when no bargaining unit member is available or in case mutually agreed upon by both parties.

- b) The Employer shall retain the right to contract out work. However, the Employer shall not contract out work that would directly result in the lay-off of any employee for the life of the collective agreement.

#### **5.06 Technological Changes**

Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the elimination of an employee's position.

The Corporation shall provide the Union with up to six (6) months notice where reasonably practicable, of any technological change in order to allow the parties to discuss retraining or other options.

### **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Union shall give notice in writing to the Corporation of all present and newly elected officers, committee members, stewards, and any other official of the Union and from time to time keep the Corporation posted of any change in their elected officials. The Union shall select:

#### **6.02 Negotiating Committee**

The Union will advise the Employer of the names of the members of the Negotiating Committee. A Negotiating Committee shall be comprised of not more than five (5) employees plus the President, and Recording Secretary of Local 12, with whom the Corporation will deal in respect to proposals for the renewal or modification of this Agreement. The parties agree that in preparation for negotiations with the Employer, the Union may request up to four hours off per bargaining unit member, to finalize proposals. Such time will be subject to operational requirements and will be billed back to the union inclusive of hourly wage(s) plus labour burden.

#### **6.03 Grievance Committee**

A Union Grievance Committee shall be appointed, and the Union will advise the Employer of the names of the members of the Grievance Committee. No more than three (3) members, including the grievor(s), shall meet with the Employer at any one (1) time.

The grievor(s) shall have the right to be present, without loss of pay, at all grievance meetings.

#### **6.04 Labour Management Committee**

- a) A Labour Management Committee shall consist of three (3) representatives of the Union plus the Union President and three (3) representatives of the Corporation plus the Manager, Labour Relations. The Committee shall serve to maintain communications between the Parties and to discuss matters of mutual concern.

- b) **Meetings of Committee:** The Committee shall meet at the request of either party at a mutually agreeable time. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
- c) **Chairperson of the Meeting:** An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings. The Joint Chairperson not presiding over the meeting shall be responsible for taking notes of the meeting, unless the parties have mutually agreed to assign a minute taker. Minutes shall be prepared and signed within 10 working days of the following meeting when the committee reviews said minutes. Once approved by the joint chairpersons they will be distributed to the membership and Management.
- d) Meetings shall be scheduled on the third Thursday of January, March, May, September and November each year.

#### **6.05 Time Off for Grievance Investigation**

- a) The Union acknowledges that Shop Stewards or Union Representatives perform regular duties on behalf of the Corporation, and that such persons will not leave their duties without first obtaining the permission of their immediate supervisor or designate. On the completion of such duties, they shall report back to their immediate supervisor or to any job to which they were previously directed, and give any reasonable explanation that may be requested with respect to their absence.
- b) Committee members, which includes the Union President, shall not suffer any loss of pay or benefits for time spent in Grievance Investigation at Step 1 and in Step 1, 2, and 3 of the Grievance Procedure meetings, Labour Management meetings, and in Negotiation sessions with the employer. The Corporation recognizes that the role of the Union President in employee complaints, Grievance investigation, and Grievance meetings may be beneficial to resolving workplace issues. In doing so the President will be allotted the necessary time required, as per (a) above.

6.06 Subject to operational requirements, the Union President shall be granted paid leave on Wednesday and Thursday afternoons from 11:00 am to 3:00 pm for the purpose of attending meetings with the Employer and other local union business.

#### **6.07 Correspondence**

- a) Correspondence required under the terms of this collective agreement, shall be deemed to have been sufficiently given if made in writing and mailed or emailed to, in the case of the Union, the President, and in the case of the Corporation, the Manager, Labour Relations.
- b) In the event that discipline is issued to any employee, the President of the Union shall receive a copy.
- c) All agreements made between the parties other than through the grievance procedure shall be signed by the appropriate officers attending.

- 6.08 The Union President shall be notified of any new or revised Employee policies and procedures.
- 6.09 The Union President will be provided with a useable electronic copy of a current list of names, addresses and telephone numbers of all Employees in the Bargaining Unit unless prevented by any applicable legislation.
- 6.10 **CUPE National Representative**

A National Representative of the Canadian Union of Public Employees shall be allowed to attend any meetings between the parties dealing with negotiations, Grievance Procedure as per Article 7, or any other meetings between the parties for which the Union requires the presence of the National Representative.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **7.01 Definition of Complaint or Grievance**

A complaint or grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay and that both parties shall endeavour to settle the dispute at the complaint stage of the following procedure.

### **7.02 Grievance/Complaint Procedure**

Should a complaint or grievance arise between the Employer and the Union, or its members, the matter shall be handled under the following procedures. All complaints or grievances must be in writing and filed within ten (10) working days of the circumstances giving rise to the alleged complaint or grievance.

#### **Complaint Procedure**

Prior to submitting as a grievance, any complaint by an employee(s) may be first discussed with the immediate supervisor. If the complaint involves the immediate supervisor then it shall be submitted as a grievance to Step II of the grievance procedure.

If the immediate supervisor and the employee(s) are unable to resolve the complaint through discussion, then the employee(s) shall immediately contact the union representative, who shall contact the immediate supervisor involved in an attempt to have the parties resolve the complaint within two (2) working days.

If it becomes necessary for the union representative to leave his place of work to further investigate the complaint, he/she must request such time off and notify their supervisor, prior to leaving and upon returning. The union representative shall be granted reasonable time to meet with the employee(s) for the purpose of resolving the complaint subject to operational requirements. When investigation of a complaint on Employer time is necessary, the union representative shall receive the regular rate of pay.

## **Grievance Procedure**

### **Step I**

Failing a satisfactory resolve of the complaint procedure or when a grievance is filed, the employee, assisted by a union representative, shall submit a grievance to his/her immediate supervisor or designate, who shall state and return his/her decision in writing within three (3) working days.

### **Step II**

If the decision of the immediate supervisor at Step I is not satisfactory to the Union, the Union shall within **ten (10)** working days, submit the grievance, to the Manager Labour Relations, or designate who will schedule a meeting with the respective Divisional Manager and the grievance committee to be held within fifteen (15) working days of receipt of the grievance. At the conclusion of such meeting the Manager Labour Relations, or designate, shall state in writing his/her decision within ten (10) working days. If the decision is not satisfactory to the Union the matter may proceed to Step III.

### **Step III**

If the decision of Manager, Labour Relations at Step II is not satisfactory to the Union, the Union, shall within **ten (10)** working days, submit the grievance to the respective Director or designate, who will schedule a meeting between representatives of the parties within fifteen (15) working days following receipt of the grievance. The respective Department Director or designate shall give his/her decision in writing within ten (10) working days following such meeting.

## **Arbitration**

### **Step IV**

- a) Failing settlement at Step III regarding the interpretation, application or alleged violation of any of the provisions of this agreement, including any questions as to whether a matter is arbitral, such grievance may be submitted to arbitration, providing a written notice for arbitration is received within twenty-one (21) working days after the Step III written decision is received from the respective Director.

It shall be the responsibility of the party desiring Arbitration to include in the above notice a list of three (3) Arbitrators for consideration. Within ten working days of the receipt of the list of recommended Arbitrators, the other party will either accept one Arbitrator from the list or submit a list of three (3) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from the list, either party may request the Ontario Minister of Labour to name an Arbitrator.

- b) The referral to arbitration shall be to a single Arbitrator unless the parties mutually agree in writing to a Board of Arbitration.



- c) The Arbitrator or Board of Arbitration shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this agreement, nor to make any decision inconsistent therewith.
- d) The decision with respect to the matters coming within the jurisdiction of Arbitrator or Board, shall be final and binding upon the parties hereto and the employees.
- e) No person may be appointed as an arbitrator who has been involved in processing the grievance.
- f) Each of the parties hereto will bear equally the expense of the Arbitrator.

#### **7.03 Group Grievance**

Where an issue relating to the interpretation or alleged violation of the collective agreement directly affects more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by each of the employees claiming to be affected. A group grievance shall be filed at Step II of the grievance procedure within ten (10) working days of the occurrence of the circumstances giving rise to the grievance.

#### **7.04 Policy Grievance**

Any complaint or grievance arising directly between the Corporation and the Union shall be originated under Step II of the grievance procedure within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed.

#### **7.05 Special Grievance**

- a) A claim by an employee that he or she will be/has been suspended or discharged without just and reasonable cause shall be treated as a special grievance. Such grievance must be in writing and shall be filed within **ten (10)** working days of the notification of the suspension or discharge.

In the case of suspension or discharge, the special grievance shall be taken immediately to Step III of the grievance procedure and the time limits set out in that step shall appropriately apply.

In the case of suspension or discharge, the discipline shall be issued when the Employer meets with the individual and the union. In circumstances related to personnel/public safety the discipline may be immediate.

- b) Such grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties, single Arbitrator or Board of Arbitration if the matter is submitted to a Board.

#### **7.06 Disciplinary Action**

- a) Where any disciplinary action is to be taken against an employee or if a meeting that may result in discipline is held, a meeting shall be scheduled by the Employer with the Employee and a representative of the Union present. This shall include the delivery of a formal letter confirming the respective discipline or suspension dates.
- b) Employees who have a discipline free record for a period of **two (2)** years shall have any prior record permanently removed from their personnel file and it shall not be relied upon in any future disciplinary decision or arbitration.

#### **7.07 Time Limits**

The time limits fixed in both the Grievance and Arbitration procedure may be extended by mutual consent of the parties to the agreement. Requests for extensions shall not be unreasonably denied.

#### **7.08 Human Resource Files**

When an employee makes a written request with sufficient notice, he or she shall have the right to review his or her official human resource file in the presence of the Manager, Labour Relations or designate. This review will be done during the employee's personal time and during office hours of the Human Resources Department.

### **ARTICLE 8 - SENIORITY**

#### **8.01 Seniority Defined**

Seniority shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit wide basis. Where two (2) or more employees are hired on the same day, they shall appear on the seniority list in alphabetical order. Seasonal employees' seniority shall be prorated according to the number of full or partial months worked per year divided by twelve (12).

#### **8.02 Seniority List**

- a) Seniority lists showing the name, classification, work location, and the seniority date of each employee will be prepared by the Corporation. These lists will be revised once each year in January and will be posted on the bulletin boards. Employees who consider they have been listed incorrectly will notify the Corporation and the Union within thirty (30) days of the posting of the list.
- b) A copy of each seniority list will be forwarded to the Union President, in a useable electronic format.

### 8.03 Transfer Out of the Bargaining Unit

Employees shall not be promoted or transferred out of the bargaining unit against their will permanently. Employees in the bargaining unit who accepts a temporary position out of the bargaining unit or transferred from the bargaining unit, may be returned to the said unit with full bargaining unit seniority accumulated, provided the return is within twelve (12) months. While absent from the bargaining unit, their position will be posted temporarily.

### 8.04 Loss of Seniority

Seniority rights and an employee's employment shall be terminated only for the following reasons:

- a) Resignation;
- b) Retirement;
- c) Discharge that is not reversed by the grievance or arbitration procedure;
- d) He/she has been laid-off and fails to return within five (5) working days after he/she has been notified to do so by the Corporation through registered mail addressed to the last address on record with the Corporation;
- e) Absence for three (3) consecutive working days without reasonable explanation for such absence;
- f) Failure to report to work at the expiration of any leave of absence granted by the Corporation;
- g) Subject to the provisions of the Ontario Human Rights Code, an absence for eighteen (18) consecutive months, if employed less than one (1) year, or an absence from work for twenty-four (24) consecutive months if employed more than one (1) year, unless the employee can provide a **medical certificate indicating** that he/she will be able to return to work within a reasonable time period beyond such period. **The consecutive time away from work does not re-set should a return to work be unsuccessful.**
- h) Has been laid off and not recalled within a twenty-four (24) month period.

## ARTICLE 9 - JOB REQUEST REGISTRY AND JOB POSTINGS

- 9.01 This article will apply where the temporary vacancy or assignment is expected to be sixty (60) working days or more. This article will not apply where accommodations are required under WSIB, Human Rights or other legislation.

## **9.02 Job Request Registry**

The Corporation will maintain a 'Job Request Registry' whereby employees may inform the Corporation of their interest in specific jobs within the bargaining unit for future job transfer, promotion or demotion. The Registry will enable the Corporation to implement an expedited internal job placement process.

## **9.03 Job Request Registry Procedure**

- a) Employees who want to apply for a change of division, job and/or location may make written request at any time throughout the year to the General Manager of Infrastructure and Engineering Services or designate by completing the Job Request Registry Form.
- b) The Employer shall create and maintain a Job Request Registry List for each work location and position that indicates all interested employees in seniority order. Employees must be qualified before they are placed in the Registry. Employees who are not qualified for the position, for which they are indicating interest, shall be notified of their rejection and informed of their deficiencies. Such letters shall be copied to the Union. No notification shall be required for the employee who is qualified.
- c) The Job Request Registry Forms shall be kept on file and a Job Request Registry List maintained by the General Manager of Infrastructure and Engineering Services or designate until April 15<sup>th</sup> of the following year. After April 15<sup>th</sup>, employees will be required to re-submit the Form, thereby ensuring that the information is kept accurate and up-to-date.
- d) When a vacancy or a temporary vacancy per Article 9.08 (Temporary Vacancies and Assignments), occurs within an existing job in the bargaining unit the Corporation will review the 'Job Request Registry' and offer the position to the most senior qualified employee that has indicated interest in that location and/or position. If required, an employee will be given 24 hours from the time of the offer to accept the position. Should the Employee not respond to the Employer's offer within 24 hours or decline the position, the Employee's application to the offer will be removed from the Job Registry and the next employee in the job registry would be contacted and offered the position.

Any full-time employee who has posted into a temporary position, shall remain in the temporary position and only be returned to their permanent work location upon completion of the temporary position. While in the temporary position, employees will be prohibited from accepting another temporary position until they return to the permanent work location.

- e) Appointments shall be made within one (1) week of the job becoming vacant unless there are extenuating circumstances. The Corporation shall attempt to fill the position within ten (10) working days of appointment. The successful appointee shall receive the rate of the vacant job on actual commencement of the duties of such job.

- f) The Union shall be notified in writing of all appointments.
- g) The Union shall have access to the Job Request Registry lists at any time and shall be permitted to take a photocopy if requested.
- h) During the term of this Agreement, the Job Request Registry and Procedure may be amended as mutually agreed between the Parties.

#### **9.04 Job Posting Procedure**

- a) If the vacancy or temporary vacancy per Article 9.01 (Temporary Vacancies and Assignments) is not filled through the Job Request Registry Procedure, or if a new job or position is created within the bargaining unit, it shall be posted on all bulletin boards within ten (10) working days unless there are extenuating circumstances and shall remain posted for ten (10) working days during which time current bargaining unit employees will have the opportunity to apply for the position in writing. Such vacancies and new jobs or positions shall be filled in accordance with Article 9.06 (Role of Seniority Re: Job Postings and Appointments) and when required may be posted internally and externally at the same time. Full-time or seasonal bargaining unit members shall be the successful candidate prior to external applicants if all qualifications are met.
- b) Appointments from within the bargaining unit shall be made within ten (10) working days after the posting closes. The Corporation shall attempt to fill the position within five (5) working days of appointment. The successful applicant shall receive the rate of the vacant job on actual commencement of the duties of such job.
- c) The Union President shall be notified in writing of all appointments.
- d) The Union shall be provided a copy of all job postings electronically.
- e) An employee's posted position shall be held for them while they are continuously absent due to illness or injury for a period of twenty-four (24) months, if they have not been terminated. After such time, the position may be treated as a permanent vacancy and posted. Upon return from an absence of more than twenty-four (24) months an employee shall have the right to bump a less senior employee provided that he/she have the qualifications to perform the job he/she is bumping in to.
- f) If the Employer chooses not to fill a vacancy or temporary position, they shall so notify the Union in writing at the time the vacancy occurs.
- g) Employee(s) will be limited to one permanent job transfer every six (6) months per the job registry or posting process.

#### **9.05 Information in Postings**

Job postings shall contain the following information:

Job title, nature of position, qualifications, division, location(s) and/or district if applicable, hours of work, and wage range.

#### **9.06 Role of Seniority Re: Job Postings**

- a) Both parties recognize:
  - (i) the principle of promotion within the services of the Corporation;
  - (ii) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, where the applicants have relatively equal qualifications, appointment shall be made of the applicant with the greatest seniority.

#### **9.07 Temporary Assignment During Job Registry/Job Posting Procedure or Illness**

The Corporation may temporarily fill the job until it is permanently filled, by appointing part time employees provided the employees have the necessary qualifications of the job. Part time employees shall not be used to temporarily fill a position during the registry/posting procedures or for covering an illness for more than one (1) calendar month. During this period, and for this purpose, an employee who is part time may have his/her hours increased to no more than forty (40) hours per week except if scheduled overtime occurs at the end of the shift and no other full-time employee is at work. He/she shall be entitled to the probation rate for all hours worked during that period. Part-time employees, during this period, shall not be utilized in any manner, which would conflict with the terms of the Agreement.

#### **9.08 Trial Period**

- a) In the event that an employee proves unsatisfactory in the job during the first ninety (90) calendar days following a transfer to a new classification, he/she shall be returned to his/her former job and rate of pay without loss of any seniority rights. It is further agreed that any other employee(s) promoted or transferred as a result of the filling of such vacancy will be returned to their former job and wage rate without loss of any seniority rights.

This timeframe may be extended up to an additional forty-five (45) calendar days, to include the review of all job requirements (i.e. winter control, ice resurfacing techniques, etc.). The Union President shall be notified of any extension period.

- b) The trial period for Seasonal employees moving into non-seasonal positions will be ninety (90) calendar days.

**9.09 Wastewater Operator – Lower Classification for Job Posting**

**The qualifications for Water Wastewater Operators is a Level 1 Water Wastewater Operator. However, for the purposes of job postings, should no qualified Level 1 Water Wastewater Operators apply, consideration will be given to the following applicants:**

- 1. Applicant must possess OIT in Waste Water Collection certificate;**
- 2. Applicant must possess OIT in Water Distribution certificate;**
- 3. Applicant will achieve full Level 1 Certification within 16 months of being hired into the position, subject to the required number of hours being provided by the Employer, and assisted by the employer in preparing for the Level 1 Water Distribution Examination.**

**The parties also agree that seniority shall be the governing factor from among those applicants who have met the above qualifications.**

**9.10 Assignment Placements**

- a) Arena employees shall be placed in alternative Community Development positions during the time in which the ice is out of their arena, provided they are not required for other duties within their arena during that time period. The Municipality of Chatham-Kent consists of six (6) districts: Chatham, Dresden/Bothwell, Ridgetown/Thamesville, Wallaceburg, Blenheim and Wheatley/Tilbury. As of January 2008, the employer reserves the right to combine districts for job posting purposes for any new postings.
- b)
  - i) At the end of the “ice-out” alternative placement, arena employees shall return to the location into which they originally posted.
  - ii) Arena employees prior to the ice going back in, shall choose, in order of seniority, provided the qualifications of the job have been satisfied, the start of their shift rotation for their winter placement.

**9.11 Seasonal and temporary employees shall not have access to the Job Registry.**

**9.12 Seasonal seniority applies on an equal basis with other bargaining unit members in the job posting procedure.**

**9.13 Should a permanent full-time employee apply for a seasonal position, their employment status will change to seasonal.**

**9.14 A copy of the hiring tracking spreadsheet will be forwarded to the Union quarterly.**

## **ARTICLE 10 - PROBATIONARY EMPLOYEES**

- 10.01 When a new employee is hired, he/she shall be on probation for a period of **ninety (90)** working days within a twelve month period during which time he shall not be subject to the terms of this agreement, except in wage rate classification, grievance procedure, or as provided elsewhere in this agreement. The dismissal or suspension of a probationary employee shall not be made the subject of a grievance.
- 10.02 Employees, except temporary employees retained past the **ninety (90)** working days probationary period shall no longer be on probation, and shall be placed on the seniority list, and credited with seniority from the day they commenced work.
- 10.03 Seasonal employees shall be on probation for the length of their first season. Seasonal employees recalled to a second season shall no longer be on probation, and shall be placed on the seniority list and credited with seniority from the day they originally commenced work.
- 10.04 The following articles apply to probationary employees:

Article 1	General Purpose
Article 2	Scope
Article 3	Management Rights
Article 4	No Discrimination
Article 5	Relationship
Article 6	Union Representation
Article 7	Grievance and Arbitration Procedure (subject to Article 10.01)
Article 10	Probationary Employees
Article 11	Hours of Work and Overtime
Article 13	Vacation (after probation retro to start)
Article 15.04	Jury, Coroners Inquest or Witness Duty Leave
Article 15.05	Bereavement Leave
Article 16	Tools, Equipment and Clothing
Article 17.01	Sick and Accident Allowance (after probation retro to start)
Article 19	Health and Safety
Article 20	General

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

- 11.01 The rest periods referred to in this Article are provided to relax and refresh staff. Breaks are normally to be taken mid-morning and mid-afternoon and are not to be used for personal errands.

Additional shifts may be created only with mutual agreement in writing between the Union and the Employer.



The following shifts shall not be changed without mutual agreement of the Union;

a) **Hours of Work – Public Works**

- i) The normal daily hours shall be 7:00 a.m. to 3:00 p.m. and shall include two twenty (20) minute paid lunch periods on the job-site of which one (1) is to be taken in each half of the shift.
- ii) The work week shall be forty (40) hours Monday through Friday consisting of eight (8) consecutive hours per day.

**Alternate Shifts**

The following will apply to shifts in (1), (2), (3) and (4) below:

- i) Shall be offered on a voluntary basis to qualified full-time employees by seniority at each work location.
- ii) Should there be no volunteers, the most junior qualified full-time employee at the work location will be assigned the shift(s);
- iii) Shall include two twenty (20) minute paid lunch periods on the job-site of which one (1) is to be taken in each half of the shift.

1) **Summer Shift (By Work Location)**

The Corporation reserves the right to institute a summer shift. The hours of work shall be adjusted by one hour at the beginning and at the end of the shift. The summer schedule will be defined as starting the first Sunday in June and lasting until the last Saturday of August.

2) **Winter Maintenance**

The Corporation reserves the right to institute a winter maintenance night shift. The hours of work shall be between 11:30 p.m. and 7:30 a.m. The winter control season will be defined as starting the second Sunday in December and lasting for a period of fourteen (14) continuous weeks.

3) **Sweeping Operations**

The Corporation reserves the right to institute sweeper shifts between the hours of 5:00 a.m. and 9:00 p.m.

4) **Hydrant Flushing**

The Corporation reserves the right to institute a hydrant flushing shift that may occur two (2) times annually and three (3) times in Ridgetown annually. The hours of work shall be between 9:00 p.m. and 5:00 a.m.

Hydrant flushing shifts shall be offered on a voluntary basis and will require a minimum of two qualified operators; one with a Level 1 and the other with an OIT. Should there be no volunteer, the most junior employee(s) as identified above will be assigned. In the case where a Level 1(Water) is less junior than the OIT, the Level 1 (Water) will be assigned as the second person. Should the garage not have a Level 1 (Water) and an OIT, a Level 1 (Water) and an Equipment operator will be assigned.

Should the garage not have a Level 1(Water) a volunteer sign up list will be posted at all work locations and the most senior qualified operator shall be offered the assignment. Should there be no volunteers, the most junior qualified (Level 1) shall be assigned.

c) **Hours of Work – Arenas**

- i) For employees working in the arenas, the daily hours of work shall be between 5:30 a.m. and 12:30 a.m.
- ii) For employees working in arenas, the normal work week shall be forty (40) hours Monday through Sunday consisting of five (5) eight (8) consecutive hours per day, or four (4) ten (10) consecutive hours per day. The work days shall include a half (1/2) hour paid lunch and two (2) paid fifteen (15) minute rest periods of which one (1) is to be taken in each half (1/2) of the shift, a minimum of two (2) weekends (Saturday and Sunday) off within four (4) weekends.
- iii) Arena shift assignments for the duration of the ice season shall be posted two (2) weeks in advance of the ice going in.
- iv) Arena employees shall be placed by seniority in alternative Parks, Cemeteries and Horticulture positions during the time in which the ice is out of their arena, provided they are not required for other duties within their arena during that time period.
- v) During ice-out, arena employees shall work per Hours of Work – Parks, Cemeteries and Horticulture below.
- vi) At the end of the “ice-out” alternative placement, arena employees shall return to the location into which they originally posted.

d) **Hours of Work – Parks and Horticulture**

- i) The daily hours of work shall be between 7:00 a.m. and 3:00 p.m.
- ii) The normal work week shall be forty (40) hours Monday through Saturday consisting of five (5) eight (8) consecutive hours per day. The work days shall include two twenty (20) minute paid lunch periods on the job-site of which one (1) is to be taken in each half of the shift.

- iii) Saturday coverage shall be offered on a voluntary basis to qualified employees by seniority at each work location. Should there be no volunteers, the most junior qualified employee at the work location will be assigned the shift(s);

e) **Hours of Work – Cemeteries**

- i) The daily hours of work shall be between 7:00 a.m. and 3:00 p.m.
- ii) The normal work week shall be forty (40) hours Monday through Friday consisting of five (5) eight (8) consecutive hours per day. The work days shall include two twenty (20) minute paid lunch periods on the job-site of which one (1) is to be taken in each half of the shift.

f) **Hours of Work – Civic Centre/County Building (Custodian)**

- i) For custodians working in the Civic Centre or County Building, the daily hours of work shall be between 8:00 a.m. and 6:00 p.m., except for Council meetings in which case the hours shall be between 8:00 a.m. and 7:00 p.m.
- ii) The work week shall be forty (40) hours Monday through Friday consisting of nine (9) consecutive hours per day that includes a one hour unpaid lunch and two (2) paid fifteen (15) minute paid rest periods of which one (1) is to be taken in each half (1/2) of the shift.

g) **Hours of Work – Building Maintenance – Civic Centre/County Building**

- i) The daily hours of work shall be 7:00 a.m. to 3:00 p.m.
- ii) The work week shall be forty (40) hours Monday through Friday consisting of eight (8) consecutive hours per day that shall include two (2) twenty (20) minute paid lunch periods on the job site of which one (1) is to be taken in each half (1/2) of the shift.

h) **Hours of Work – Building Maintenance - Courthouse**

- i) The daily hours of work shall be from 8:30 a.m. to 5:00 p.m.
- iii) The work weeks shall be forty (40) hours Monday through Friday consisting of eight and one-half (8 1/2) consecutive hours per day that includes thirty (30) minute unpaid lunch and two (2) paid fifteen (15) minute paid rest periods of which one (1) is to be taken in each half (1/2) of the shift.

i) **Hours of Work – Building Maintenance – Housing Assets**

The daily hours of work shall be 7:30 a.m. to 4:00 p.m. The work week shall be forty (40) hours Monday through Friday consisting of eight and one half (8 ½) consecutive hours per day that includes a thirty (30) minute unpaid lunch and two (2) paid fifteen (15) minute rest periods of which one (1) is to be taken in each half (1/2) of the shift.

j) **Hours of Work – Cultural Centre (Assistant Facility Officer)**

- i) For employees working in the Cultural Centre, the usual daily hours of work shall be between 8:30 a.m. to 11:30 p.m.
- ii) Employees working at the Cultural Centre will be paid at the appropriate overtime rate for all Saturdays worked in excess of twenty-six (26) Saturdays per year.
- iii) The work week shall be forty (40) hours Monday through Saturday consisting of eight and one half (8 ½ ) consecutive hours per day that includes a thirty (30) minute unpaid lunch and two (2) paid fifteen (15) minute paid rest periods of which one (1) is to be taken in each half (1/2) of the shift.

k) **Hours of Work – Capital Theatre (Assistant Facility Officer)**

- i) The work week shall be up to forty (40) hours per week, Sunday through Saturday. Based on operational needs, employees may be scheduled up to twelve (12) hours per day from between 6:00 a.m. and 12:00 a.m. A schedule of hours for a four (4) week period will be posted two weeks in advance.
- ii) Subject to performance times employees may be allowed a paid rest period of fifteen (15) consecutive minutes in both the first and second half of a shift. Where an employee's shift is less than five (5) hours, only one (1) rest period shall be provided. A meal break of one half hour unpaid will be provided after each five (5) consecutive hours on shift, if not before.
- iii) Notwithstanding, Article 11.04, of the Collective Agreement, overtime at time and one-half the employee's base rate will be paid on hours worked more than twelve (12) hours per day or forty (40) hours per week. Shift Premiums as per Article 11.02 of the Collective Agreement shall not apply.

l) **Hours of Work – Harwich Transfer Station**

- i) The daily hours shall be 7:00 a.m. to 3:30 p.m.
- iv) The work week shall be forty (40) hours Monday through Saturday consisting of eight and one half (8 ½) consecutive hours per day that includes a thirty (30) minute unpaid lunch and two (2) paid fifteen (15) minute rest periods of which one (1) is to be taken in each half (1/2) of the shift.

m) **Hours of Work – Fleet**

- i) The daily hours shall be 7:00 a.m. to 3:00 p.m.
- ii) The work week shall be forty (40) hours Monday through Friday consisting of eight (8) consecutive hours per day that includes shall include two twenty (20) minute paid lunch periods on the job-site of which one (1) is to be taken in each half of the shift.

## 11.02 **Premiums**

- a) For all employees working on a seven (7) day continuous shift schedule, a premium of eighty-five (85) cents per hour will be paid to all employees for each regular hour worked during weekends.
- b) An employee who is scheduled for a shift where four (4) or more hours occur after 3:00 p.m., that employee shall be paid eighty-five (85) cents per hour worked, provided the employee is not eligible for overtime.
- c) There shall be no duplication or pyramiding of any premium pay or overtime under this agreement.

## 11.03 **Notice of Shift Change:**

- a) Employees will be given two (2) working days notice of change in their daily or weekly shift assignments.
- b) Any employees reporting for work, and who have not been properly notified not to report, will receive a minimum of three (3) hours pay at the applicable hourly rate. Proper notification means a telephone call to the employee's place of residence that the Corporation has on file.

## 11.04 **Overtime**

- a) All hours worked in excess of eight (8) hours per day or forty (40) per week is classed as overtime and is paid at time and one-half the employee's base rate, except hours worked outside an employees shift after midnight and on Sunday which shall be at double the employee's base rate. For purposes of overtime pay, where applicable, an allowance shall be added to the base rate.
- b) If overtime has been refused by the employees, the Corporation may in its discretion require the necessary most junior employees capable of performing the work to work overtime within each location.
- c) **Pre-arranged Overtime**
  - i) Notice of pre-arranged overtime must be given before the end of the previous shift.
  - ii) Where pre-arranged overtime (as opposed to a call-out) commences less than four (4) hours preceding the normal shift on a regular workday, the employee shall receive the overtime rate for the actual time worked preceding the commencement of the usual shift.
- d) **Call-out Overtime**
  - i) All overtime shall be rotated and divided equitably among employees working

within a division and work location, provided the employee is qualified to perform the work.

- ii) All overtime hours worked by each employee, provided they are qualified to perform the work, shall be charged and shall be recorded, the record of which shall be made available to employees upon request. There will be no charge against an employee who refuses overtime while off sick, on vacation or any other approved leave(s).
- iii) When a new employee is hired, or employees transfer work locations, or return from a WSIB or Long Term Disability absence which is greater than two months, they shall be given the average number of overtime hours worked at that work location, so as to maintain the equitable allocation of overtime at the work location.
- iv) The parties agree to the practice of continuous overtime when the Employer assesses that a job assignment is reasonably expected not to exceed two (2) hours beyond the regular work day the employee(s) doing the work of that assignment shall be offered the overtime first prior to utilizing the overtime/call-out list.
- v) Procedures for ensuring equitability of overtime among employees working within the work location shall be agreed by the parties.
- e) In the event that more personnel is required than is available from one work location, where practicable the excess overtime will be offered to employees before the work may be contracted out to additional, new contractors.
- f) The overtime year commences November 1, and ends October 31, the following calendar year.

#### 11.05 **Call-Out**

- a) All call-out time shall be equitably distributed among employees working within a division and work location, provided the employee is qualified to perform the work.
- b) Employees shall be paid not less than three (3) hours at the prevailing overtime rates if required to report for work, outside their scheduled hours of work with the following exceptions:
  - i) If more than one (1) call occurs within the three (3) hour period of any other call, the time will be considered to be continuous.
  - ii) Any overtime worked at the beginning (i.e. pre-arranged overtime) or end of an employee's regular shift is considered an extension of the employee's normal daily hours and will not be subject to a minimum three hour call out.
- c) When the work called out for is completed, the employee shall be allowed to leave.

#### 11.06 **Banked Overtime**

- a) An employee may bank overtime to a maximum of forty (40) straight time hours.
- b) The banking of hours, in lieu of overtime pay, shall be at the option of the employee.
- c) Employees shall be credited with bank time at premium rates as specified in the Collective Agreement.
- d) An employee may use overtime hours banked with pay subject to the approval of the Supervisor.
- e) Accumulation of banked hours shall commence November 1 of each year. All banked overtime shall be used, scheduled or paid out at the employee's request, prior to October 31 the following calendar year. All hours banked to the credit of the employee, if unused, shall be paid out to the employee by November 30th. Should an employee transfer to another division, their appropriate overtime bank will transfer to the new position unless the employee requests that their overtime bank be paid prior to the transfer date.
- f) **During the Winter Control Season, employees performing duties related to CVOR will have the ability to bank a separate twenty (20) hours of overtime which can be replenished until April 1<sup>st</sup> each year, at which time any banked overtime in excess of forty (40) hours will be paid out to employees.**

11.07 Employees shall not be required to take time off during regular working hours to equalize any overtime, call-out or stand-by worked.

11.08 If an employee alleges that he/she has been bypassed in administering overtime and such allegation is established by arbitration or agreement of the Union and the Corporation, he/she shall receive the next available overtime opportunities until all bypassed hours are made up in order to make the employee whole. In no case shall an employee receive a payment in lieu of the by-passed overtime.

11.09 For purposes of this Collective Agreement, “division” and “work location” shall be defined by the following:

<b><u>Divisions</u></b>	<b><u>Work Locations</u></b>	
Cemetery	Chatham Dresden/Wallaceburg	25 Creek Rd. 299 Terice Street East 1020 Wallace St.
Cultural	Chatham Cultural Centre	75 William St.
Building Maintenance	Capital Theatre Civic Centre County Building PABC	238 King Street 315 King St. 435 Grand Av. W. 25 Creek Road
Housing Assets	Chatham Chatham Dresden Tilbury  Wallaceburg	85 Pine St. 99 McNaughton W. 655 Holden St. 18 Canal St. 13 Oak St. 3 to 9 Sunset Place 459 Murray Street 500 Albert Street 200 Westcourt Boulevard
Fleet	Chatham	50 Siemens Drive
Parks	PABC Parks	25 Creek Rd.
Recreation Facilities	Bothwell Arena Dresden Arena Northside Arena/William K. Erickson Memorial Arena Thames Campus Arena Blenheim Arena Ridgetown Arena Tilbury Arena Wallaceburg Arena Wheatley Arena	860 Main Street 1212 North Street 341 Delaware Avenue 80 Tweedsmuir Avenue West 977 Grand Avenue West 199 King Street South 180 Main Street East 49 Bond Avenue 600 Wall Street 196 Erie Street North
Public Works <b>Roads</b>	Kent Centre Wallaceburg Raleigh Thamesville Chatham Township Dover Township PABC – Public Works Ridgetown Tilbury East Gravel Pit	21659 Communication Rd. 600 Gillard St. 21014 AD Shadd Rd. 13235 Evergreen Line 10137 Greenvally Line 25285 Big Point Rd. 65 Creek Rd. 13337 Reeder's Line 4394 Middle Line 21808 Mull Rd.
Water	Blenheim South Water Crew Tilbury South Water Crew <b>PABC Water Crew</b>	386 Chatham Street 4 Tower Street <b>25 Creek Rd.</b>
Waste and Recycling Services Environmental Services	Harwich Transfer Stn.	21633 Communication Rd.



## **ARTICLE 12 - LAY-OFF AND RECALL**

### **12.01 Definition of Layoff**

Lay-off shall be defined as a reduction in the workforce and shall include a reduction in the normal weekly hours of work of a bargaining unit employee(s).

### **12.02 Role of Seniority**

The principal of seniority is designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Corporation.

### **12.03 Notice of Layoff**

- a) In the event of a proposed lay-off of three (3) weeks or shorter, the employer shall provide the affected employee(s), no less than two (2) weeks notice or pay in lieu thereof.
- b) In the event of a proposed layoff of longer than three (3) weeks, the employer shall provide the affected employee(s) with no less than two (2) weeks per year of service to a maximum of twelve (12) weeks written notice or pay in lieu thereof. Any bumped employee(s) shall be deemed to have been provided with notice of layoff upon giving the originally affected employee(s) and the Union notice as set out above and said notice having been posted in their workplace.

### **12.04 Bumping**

Employees who are in positions that have been rendered redundant or are being bumped have the option of:

- a) Accepting a vacancy if it exists and they are qualified;
- b) Bumping a less senior employee(s) to retain his/her job and/or hours providing, however, that the retained employees have the qualifications to perform the job into which he/she is bumping;
- c) An employee choosing to exercise his/her option of bumping a less senior employee or who has been bumped, must advise the Manager of Labour Relations of their intentions within five (5) working days of receiving their respective notice, providing the layoff notice permits the time to do so.
- d) Should no less senior positions be available, the employee will be assigned to any vacancy that may be available for which they are qualified before accepting the layoff. The employee shall maintain their recall rights to their original classification.

#### **12.05 Recall**

Recall will be by registered letter to the last address recorded with the Corporation by the employee. The employee will be required to report to work within five (5) working days of the notice being given, unless otherwise agreed between the Corporation and the employee.

#### **12.06 Employee Responsibility**

Employees on the recall list are required to keep the Corporation apprised of his/her current address and telephone number. The Corporation shall keep the Union apprised of current address and telephone numbers of employees on the recall list.

#### **12.07 Article 12 shall not apply to Seasonal Employees except for the following:**

For Seasonal Employees being recalled after their first season and thereafter:

- i) Notice of Layoff shall be contained in their letter of recall.
- ii) At the end of a season, Seasonal employees shall not be permitted to bump.

#### **12.08 Seasonal Employee Recall Procedure**

Seasonal employees shall be recalled, in order of seniority, into the seasonal position that they held the previous year, if available.

- a) If there are seasonal employees on the recall list after all the positions in their previous classification have been filled, and
- b) There are vacancies remaining in other seasonal classifications after recall to those positions has been completed, then
- c) The Employer shall offer those positions to the seasonal employees remaining on the recall list, in order of seniority, provided they have the required qualifications to perform the work, prior to hiring a new seasonal employee from outside the bargaining unit. Should such position be declined, the employment relationship will terminate.

## ARTICLE 13 - VACATION

### 13.01 Paid Vacation Entitlement

Employees will be entitled to the following paid vacation entitlement. Employees will commence earning changes in the entitlement level on the first day of the month in which their anniversary date falls.

		<u>Days/Month</u>
Up to the completion of four year's service	2 weeks	.83
At the beginning of five year's service	3 weeks	1.25
At the beginning of ten year's service	4 weeks	1.66
At the beginning of sixteen year's service	5 weeks	2.08
At the beginning of twenty one year's service	6 weeks	2.50

Although vacation entitlement is expressed in weeks per year of service, it will actually accrue on a monthly basis.

Vacation accrual and deductions for Assistant Facility Officers working less than thirty-five (35) hours per week at the Capital Theatre will be based on a six and one-half (6.5) hour workday.

- 13.02 a) For the first month, an employee, depending on the date of employment, shall have vacation accumulated, as follows:
- i) if the date of employment is from the 1<sup>st</sup> to the 15<sup>th</sup> of the month, a full credit for the month.
  - ii) if the date of employment is from the 16<sup>th</sup> to the end of the month, one-half of the normal monthly credit.
- b) For the final month of employment, an employee, depending on the date of termination, shall have vacation accumulated as follows:
- i) if the date of termination is from the 1<sup>st</sup> to the 15<sup>th</sup> of the month, one-half of the normal monthly credit.
  - ii) if the date of termination is from the 16<sup>th</sup> to the end of the month, a full credit for the month.
- c) Vacation accruals will be credited to the employee effective the first day following the month in which it was earned.

### 13.03 Vacation Scheduling

The Corporation agrees to post a list from October 1<sup>st</sup> to November 30<sup>th</sup> for employees to indicate their vacation preference for the period from January 1<sup>st</sup> to December 31<sup>st</sup> of the following year. The approved vacation schedule shall be posted on December 20<sup>th</sup> so that vacations may be equitably allocated throughout the vacation period in each work location. In the event that more than one employee requests time off within the same period, then the employee with the greater seniority shall be given preference. After January 1<sup>st</sup>,

vacation shall be approved on a first-come, first-served basis in each work location.

#### **13.04 Issuing Vacation Pay**

Vacation pay shall be issued to employees on their regular paydays during vacation.

#### **13.05 Statement of Vacation Entitlement**

A statement of vacation entitlement shall be issued to all employees in January of each year.

#### **13.06 Entitlement upon Termination**

- a) Where an employee terminates employment they shall be paid out all unused vacation accrued to their credit.
- b) It is further agreed that, at the employees option, a retiring employee may retire early on such date as his/her unused vacation entitlement may allow, or work until the agreed upon retirement date and receive a cash payment for such unused vacation entitlement.

#### **13.07 Illness/Bereavement During Vacation**

The parties agree that an employee who is admitted to the hospital as a bed-patient as a result of illness or injury suffered while on vacation, or if bereavement leave (per Article 15) occurs during an employee's vacation leave, the employee will be allowed to reschedule such vacation for the number of days equal to the days of such hospital confinement or equal number bereavement leave days. The time spent in the hospital shall be charged to such employee's accumulated sick leave provided that the employee shall provide proof of such hospitalization satisfactory to the Corporation.

#### **13.08 Vacation Pay During Short-Term Illness/WSIB**

- a) No employee shall be entitled to accrue **vacation entitlement** for more than two (2) years while absent due to paid sick leave or WSIB related leaves.
- b) Active employees unable to use vacation accrued in (a) above due to a paid sick leave or WSIB related absence shall lose vacation entitlement and all vacation over one and one half times their entitlement will be paid out. Such vacation pay shall be paid on the last pay period of the calendar year in question.
- c) Upon the commencement of Long Term Disability (LTD), employees will be given the option of retaining one and one half times their vacation entitlement in their vacation bank or have the full amount paid out. Recognizing that if a payout is made while on LTD, their benefit may be adjusted by such payment.
- d) Vacation will not accrue during an unpaid leave of absence or unpaid sick leave of more than ten (10) days

### **13.09 Employee Called-In During Vacation**

In the case where an employee is called upon to work during normal scheduled hours and agrees to work while on a regularly scheduled vacation period, the employee will be paid at the applicable overtime rate plus another day off. This article will not apply should individuals be called in outside normal scheduled hours who are paid at the applicable overtime rate.

13.10 Seasonal employees shall be paid vacation pay on each pay cheque on a percentage basis based on their years of service (2 weeks is 4%, 3 weeks is 6%, 4 weeks is 8%, etc.) as per increments in Article 13.01.

### **13.11 Vacation Borrowing**

Employees may request to borrow a maximum of five (5) days at any one time in each year of the Collective Agreement's term. Under no circumstance is the borrowing of vacation to be used for sick leave purposes.

## **ARTICLE 14 - PAID HOLIDAYS**

- 14.01 a) The Corporation agrees to pay employees for each of the holidays listed hereunder, a sum equivalent to their current hourly rate for the number of hours they would have worked on such a day.
- b) In order to qualify for paid holidays, the employee must work the full shift on each of the scheduled work days immediately preceding and immediately following the paid holiday unless there is reasonable cause for absence.
- c) An employee who agrees to work on the holiday and who, without reasonable cause, fails to report and perform work, is not eligible to receive holiday pay.

14.02 The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	December 26 <sup>th</sup>
*Easter Sunday/Monday	Remembrance Day
Civic Holiday	Family Day

**December 24<sup>th</sup> floating paid holiday to be recognized as below\*\***

\*When Easter falls while employees are working in the arena during ice-in hours, the employees shall have Easter Sunday as the Paid Holiday instead of Easter Monday.

**\*\*Floating Paid Holiday**

**If December 24<sup>th</sup> falls on a Saturday or Sunday, the float day will be recognized on the preceding Friday.**

**14.03 Holiday During Vacation or Regular Days Off**

When a holiday falls on a regular working day during employee's vacation period or on their regular day off, they shall be granted another day off with pay in lieu thereof.

**14.04 Holiday During Short Term Illness/WSIB**

Active employees in receipt of short-term illness benefits or employees who are absent due to a WSIB related leave and receiving 'top-up' to their regular day's pay from the sick bank, who are absent from work on a 'Paid Holiday', will receive their regular pay for that day and will not have such time deducted from their sick bank. In doing so, the 'paid holidays' will be considered used with no further obligation on behalf of the Corporation for either compensation or future time off for the day(s) in question. Employees on an unpaid sick leave will not be entitled to be paid holiday paid.

**14.05 Compensation for Working on a Holiday**

Employees called into work on any paid holiday shall be paid at the rate of double time, in addition to his/her normal holiday pay for all hours worked. Arena employees who are regularly scheduled to work on any paid holiday shall be paid at the rate of double time, in addition to his/her normal holiday pay for all hours worked.

14.06 Employees shall request and schedule all banked holidays by November 1 in any given year. If the employee has not scheduled the banked holiday by November 1, the Employer shall schedule it.

14.07 When a holiday falls on Saturday or Sunday, the Friday before or the Monday (or Monday/Tuesday) after shall be the day(s) on which the holiday is observed unless otherwise proclaimed by Council. If the workplace is not closed on the official holiday, no such observation shall occur.

**ARTICLE 15 - LEAVES OF ABSENCE**

**15.01 General Leave**

- a) **Upon consideration of operational requirements**, the Corporation may grant leave of absence, without pay, without loss of seniority or occupational classification to any employee requesting such leave for a good and sufficient cause. During the period of such leave, no employee may accept employment for wages or salary

unless the Corporation has approved the leave for that purpose.

- b) The employer will continue to pay the premiums for health and life benefits to the end of the first month in which the leave begins only in the case of requested and approved leaves of absence of any employee.

#### **15.02 Union Or Public Office Leave**

Any employee who is elected or selected for a full time position with the Union, or any organization with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority for the term of office if elected, or up to three (3) years if appointed and on a year to year basis thereafter with mutual agreement between the Corporation and the Union. Public Office shall be deemed to be municipal, provincial and federal offices.

#### **15.03 Union Convention, Conference and Training Leave**

Leave of absence with pay, with accumulation of seniority, for attendance at union conventions, conferences or training will be granted to not more than three (3) employees at a time for a period not to exceed a total of thirty-five (35) days in any one year provided that such leave request is made in writing to the Manager, Labour Relations and requested three (3) weeks in advance.

#### **15.04 Jury, Coroners Inquest or Witness Duty Leave**

The Corporation shall grant leave of absence to employees who are subpoenaed or who are requested to serve as jurors or witnesses in any court, including Coroner's inquest, in the Province of Ontario. Such leave of absence shall not constitute a break in seniority or service for the purpose of any benefits contained in this agreement. The Corporation shall pay employees the difference between their normal earnings and the payment received from the court. The amount received from the court, as payment shall not include travelling, meals or other expenses. Employees will present proof of service and the amount of pay received. If their term of service ends before or at the mid-term of their normal shift, they shall return to work for the remaining portion of the shift. Failure to report to work may result, at the discretion of the Corporation, in loss of pay for the remaining portion of the shift.

#### **15.05 Bereavement Leave**

- a) In the event of death in the immediate family, an employee shall be allowed up to three (3) working days off with pay. The immediate family of an employee means:
- \*Spouse
  - \*Child or step-child
  - Parents
  - Brother or sister

- Parent-in-law
- Brother-or sister-in-law
- Grandparents
- Grandchildren
- Son-or daughter-in-law
- All of the above include "step" relationships

\*Employees may use two (2) sick days from their sick leave accumulation to supplement these bereavement leaves if their accumulated sick bank is equal to or greater than seventy-five (75) days.

- b) In the event of death of the following, an employee shall be allowed up to one (1) working day off with pay:
- Aunt, uncle
  - Niece, nephew
  - Grandparents-in-law
  - Fellow employee
  - To act as pallbearer or flower bearer

#### **15.06 Pregnancy and Parental/Adoption Leave**

Pregnancy and parental/adoption leave shall be granted in compliance with the Employment Standards Act. During the period an employee's seniority shall continue to accumulate. The Corporation shall continue to pay the premiums payable by the Corporation to maintain those benefits to which the employee is entitled and currently enrolled.

Upon written request, a leave of absence, without pay, shall be granted to employees after thirteen (13) weeks of continuous employment for pregnancy to a maximum of seventeen (17) weeks and parental/adoption leave up to thirty-five (35) weeks. The employees returning to work after pregnancy or parental leave shall provide the Corporation with at least two (2) weeks' written notice.

## **ARTICLE 16 – TOOLS, EQUIPMENT AND CLOTHING**

### **16.01 Tools, Equipment and Clothing**

The Corporation will provide each employee such tools, equipment, specialized clothing and safety equipment necessary to carry out the work of the Corporation such as hard hats, safety glasses, rain coats, rain hats, welding equipment, work gloves, rubber boots, rubber coats, where necessary hats for working purposes. All equipment supplied shall be the property of the Corporation and be accounted for to the Corporation as required. Any



personalized clothing shall be issued upon completion of the probationary period.

## 16.02 **Tools and Equipment Return**

In the event of any employee leaving the Corporation's service, such tools and equipment shall be returned to the Corporation, otherwise, such employee shall be liable therefore at the replacement cost.

## 16.03 **Clothing**

The clothing to be supplied by the Corporation to all regular employees who have completed probation will be as set out below:

Item	Public Works/Transfer Stations/*Fleet	Parks, Recreation & Cemeteries/Horticulture//Building Maintenance/Cultural Centre	Custodians
	Original Issue	Original Issue	Original Issue
Pants	Five (5)	Five (5)	Five (5)
Shirts – long or short	6 shirts in total (employee's choice between Button-down shirts, and or t-shirts) (Safety Orange)	6 shirts in total (employee's choice from among Golf, T- &/or Button-down shirts)	6 shirts in total (employee's choice from among Golf, T- &/or Button-down shirts)
Parkas	One (1) (Safety Orange)	One (1)	One (1)
Regular or Bib Thermal coveralls	One (1) (Safety Orange)	One (1)	
**Rubber Thermal Boots	One (1)	One (1)	
Coveralls	Two (2) (Safety Orange)	Two (2)	
Jacket or Sweatshirt	One (1) (Safety Orange)	One (1)	One (1)

**Note:** The Corporation reserves the right to determine the method of provision of the above clothing items, provided the quality remains the same or better than which is currently enjoyed. At all times the Corporation shall ensure the above minimum allotment of clothing is met.

\* Fleet coveralls and shirts are not required to be safety orange.

\*\*Rubber thermal boots shall be steel toe and steel shank.

Probationary employees will receive a partial allotment of their original issue of clothing upon hire which will include three shirts and one sweatshirt. Public Works probationary employees will also receive bib overalls.

## 16.04 **Replacement**

- (a) Clothing will be replaced on an "As Required" basis. This will be done upon verification and approval of a manager or designate, and must be presented and returned to the Corporation.
- (b) In the event that Municipal issued clothing is damaged or destroyed by virtue of non-work related usage that results in replacement being necessary, it must be done by the employee at his/her own expense.

#### **16.05 Personal Use**

The clothing is for the sole personal use of the employee during working hours.

#### **16.06 Appropriate Use**

Clothing as outlined in this article must be worn by the employee during working hours.

#### **16.07 Additional Insulated Thermal or Bib Coveralls**

The Corporation agrees to purchase one (1) additional pair of insulated bib or thermal coveralls for any Public Works employee who successfully completes the Operator In Training Certification for Water Distribution or Wastewater Collection. All Municipal issued insulated bib or thermal coveralls will be replaced as required.

#### **16.08 Safety Shoes**

The Corporation agrees to pay a maximum of one hundred and sixty dollars (\$160.00) per year towards the cost of (1) pair of C.S.A. approved safety shoes or boots purchased by an employee. The Corporation shall replace any pair of boots or shoes that are damaged or destroyed in the performance of an employee's work. This Article will only apply to employees who are or will be actively at work.

### **ARTICLE 17 - SICKNESS AND ACCIDENT ALLOWANCE**

17.01 For absence due to illness, or injury, not covered by the Workplace Safety & Insurance Act, an employee will be allowed his/her normal wages as follows:

- a) Sick leave shall accumulate at the rate of one and one half days per calendar month worked. For each seven (7) working days not worked in one (1) month, one-half (1/2) day of the above-mentioned one and one-half (1 ½) days shall not accumulate, with the following exceptions;

- i) **Annual paid vacations; paid sick leave, bereavement or pregnancy or parental leave**
- b) Any unused sick leave pay shall accumulate from year to year to a maximum of 300 days until the employee turns 65. At which time the maximum accumulation of sick days will be reduced to seventy-five (75) days. A list of accumulated sick leave credits will be issued to each employee in January of each year.
- c) Sick leave accrual and deduction for Assistant Facility Officers working less than thirty-five (35) hours per week at the Capitol Theatre will be based on a six and one half (6.5) hour work day.

#### **17.02 WSIB Top-Up**

- a) All employees shall be covered under the Workplace Safety & Insurance Act. The parties agree that, once approved, employees off work due to a Workplace Safety & Insurance Board related absence will receive compensation in accordance with the Workplace Safety & Insurance Act.

The Corporation shall pay employees off work due to a Workplace Safety & Insurance Board related absence and in receipt of loss of earnings benefits under the Workplace Safety and Insurance Act or the Workers Compensation Act, such further amount, that being the difference between full benefit entitlement and 100% of 'net' salary of pre-injury earnings for such period as the employee's sick leave allowance permits.

Once an employee's sick leave allowance is exhausted, the Corporation shall not be under any obligation to continue the "top-up" as provided in this paragraph.

- b) Prior to approval by Workplace Safety and Insurance Board, an employee shall be permitted to request an advance equivalent to the net amount expected from WSIB plus the top up as provided in 17.02 (a), provided they have sufficient accumulated sick time to repay the advance should the claim be denied. Should the Workplace Safety and Insurance Board deny the claim, the sick time would be paid and the advance returned to the employer out of said payment.
- c) In the case of employees with less than one (1) year of service who are absent by reason of a WSIB related absence, once accumulated sick time is exhausted as in b) above, employees shall be permitted to borrow future sick time up to a maximum of twenty (20) days.

#### **17.03 WSIB Benefits**

Employees on Workplace Safety & Insurance Board benefits, shall have their health and life benefits continued by the Corporation, as outlined in Article 18 for a maximum of two (2) years following the date of injury noting that OMERS contributions are based on full salary and normal employee contributions prior to the compensable injury.

#### **17.04 Re-Employment Post-WSIB**

The Corporation agrees to re-employ employees on Workplace Safety & Insurance Board

benefits as per the provisions of the Workplace Safety & Insurance Act.

#### **17.05 Reporting Absence Due to Illness**

Employees recognize the need of reporting absence due to illness or other reasons as far in advance as possible. Employees must notify their immediate supervisor or designate as far in advance of the start of their daily shift as possible

#### **17.06 Personal Medical Emergencies**

- a) The Corporation may grant up to three (3) days per calendar year for the purpose of attending to personal medical emergencies. Any such leave shall be deducted from the employee's sick leave accumulation.
- b) The application of this leave is restricted to the definition of the immediate family as outlined in Article 15.05 (Bereavement Leave), and requires that the employee is the only one available and/or capable of assisting in the personal medical emergency.

#### **17.07 Medical Certificate**

- i. An employee may be required to submit a doctor's certificate verifying an illness or indicating fitness for work as requested by the Employer. The Employer will reimburse the cost of the requested certificate.
- ii. An employee absent from work after four (4) or more occasions, totalling in excess of eight (8) days, in a twelve month period will be required to produce a medical certificate at their own expense at the discretion of the Employer.
- iii. **If a doctor's certificate is requested for (ii) above, the doctor's certificate must be provided to the Employer within five (5) days of absence.**

#### **17.08 Medical Appointments**

An employee shall be entitled, after notifying their immediate Supervisor or designate, in advance, to use accumulated sick leave to keep a medical appointment for the employee. Such times will be accumulated and deducted from the employee's sick leave credits. Employees will endeavor to schedule such appointments either at the beginning or the end of their shift.

A medical appointment shall be defined as;

- i) Primary Care Practitioner Services (covered by OHIP);
- ii) Dental Care;
- iii) Vision Care;
- iv) Employee Assistance Program (EAP);
- v) Extended Health Care Professional Services (as outlined in Article 18);
- vi) or as prescribed by the employee's doctor.

### **ARTICLE 18 - HEALTH AND LIFE BENEFITS**

18.01 Upon completion of three (3) months, the Corporation agrees to provide payment of one hundred percent (100%) of the premium cost of the following benefits covering full-time employees until the employee turns 65 and their eligible dependents who comply with the eligibility requirements of the plans:

It is understood that the benefit plans are subject to the restrictions contained within the insurance policy and are not part of this Agreement and are not subject to the grievance and arbitration procedure.

a) Extended Health Coverage

- Deductible - Nil
- Reimbursement - 100% reimbursement of eligible charges
- Prescription Drugs - Mandatory Generic Substitution
- Private Duty Nursing –720 hours per calendar year
- Hearing Aids - maximum \$600 every 60 consecutive months
- Vision Care – maximum \$400 every 24 months
- Paramedical Services – services of the following licensed, certified or registered practitioners:

b)	Physiotherapist or Qualified Sports Specialist	- combined max. amount per calendar year	\$750
b)	Clinical Psychologist Social Worker Clinical Counsellor Marriage and Family Therapist Psychoanalyst or Psychotherapist	- combined max. amount per calendar year	\$500
d)	Massage	- max. amount per calendar year	\$500
e)	Speech Therapist (when authorized by a physician or dentist)	- max. amount per calendar year	\$500
f)	Chiropractor*	- max. amount per calendar year - x-rays per calendar year	\$500 \$ 50
g)	Osteopath* Chiropodist Naturopath Podiatrist*	- max. amount per calendar year (each practitioner)	\$500
h)	Dietitian (nutrition counselling when authorized by a physician or dentist)	- max. amount per calendar year	\$500

Services listed under Clinical Psychologist, Chiropractor, Osteopath, Chiropracist, Naturopath and Podiatrist above do not require the prior authorization of a physician. No payment will be made for the completion of reports, assessments, tests or evaluations.

\* Benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

- i) Hospitalization
  - Deductible Nil
  - Difference between the Hospital's Public Ward charge and Private accommodation
  - Confinement in a convalescent care facility, charges in excess of the hospital's semi-private for a Private Room accommodation, up to a maximum of \$10 per day
- j) Travel (Out-of-Province/Out-of-Canada)
  - Travel benefits are eligible within the first 180 days per trip
  - Emergency Service - Maximum \$2,000,000 per calendar year
  - Referral Services \$50,000 per calendar year

Note:

Hospital and medical services beyond 180 days per trip are eligible only if your provincial government health plan provides payment toward the cost of the services received.

Manulife must be contacted by phone within 48 hours of commencement of treatment. Manulife, through consultation with the Assistance Medical team, reserves the right to repatriate the patient for treatment upon medical verification of the tolerance for travel. Carry your Manulife identification card with you when travelling.

- k) Dental Care
  - Deductible Nil
  - Fee Guide - Ever current minus one year, based on the Ontario Dental Association Fee Guide for General Practitioners
  - Level I - Basic - 100 % reimbursement of eligible charges (unlimited)
  - Level II – Supplementary – 100% co-insurance of eligible charges (unlimited)
  - Level III – Dentures – 60% co-insurance of eligible charges, maximum \$2,500 per calendar year (combined with Level IV)
  - Level IV - Major Restorative – 60% co-insurance, maximum \$2,500 per calendar year (combined with Level III)
  - Level V - Orthodontics – 50% co-insurance of eligible charges, up to a maximum of 3,000 lifetime per dependent
- l) Life Insurance
  - 2.5 times annual salary up to a maximum of \$500,000
- m) AD & D
  - Equal to life
- n) Optional Life Insurance
  - Maximum of \$200,000 in \$10,000 increments (self and spouse)

- Child(ren) – increments of \$5,000 to a maximum of \$25,000
  - Employee paid
  - Evidence of insurability must be completed and approved
- o) Long Term Disability
- 70% of basic monthly compensation, to a maximum of \$12,000 per month
  - Elimination period 180 days or the expiration of sick leave credits, whichever occurs later.
- p) Retiree Benefits
- i) Retirees receiving benefits from the predecessor employer(s) as defined by the Meyboom Report or retirees from the Municipality who retired prior to ratification of this agreement, shall not have their coverage affected by this Article.
  - ii) The Employer shall pay Health Benefits as outlined in Article 18.01 to age sixty-five (65) for employees who take early retirement as per the OMERS eligibility criteria with the exception of:
    - Life Insurance
    - AD & D
    - LTD
  - iii) In the event of the death of a retiree prior to age sixty-five (65), the Employer shall continue to provide Health Benefits as per Article 18.01 (p) (ii) to the surviving spouse and for eligible dependants until remarriage or death up to when the **spouse reaches age sixty-five (65)**.
  - iv) In the event of the death of an active employee prior to retirement, the Employer shall continue to pay one hundred percent (100%) of the premium costs to provide the continuation of Health Benefits (Article 18.01 (p) (ii)) to the surviving spouse and/or all eligible dependants of said employee, for a maximum of two (2) years (the period of coverage will be terminated in the event of remarriage or should the surviving spouse reach the age of sixty-five (65) or die). In order to qualify for such coverage, an employee must have at least completed their probationary period.
  - v) Unless otherwise waived by the Employee the Employer shall provide a \$5,000 paid up life insurance policy for all employees who retire as per OMERS eligibility criteria. The premium paid on behalf of the employee will be reported on the employee's T4A as a taxable benefit.

## 18.02 Post 65 Benefits

It is agreed and understood that once an employee turns 65, they will be entitled to the following benefits:

- i) Life Insurance: Unless otherwise waived by the Employee the Employer shall provide a \$5,000.00 paid up life insurance policy for all employees upon turning 65 and coverage under Article 18.01 of the collective agreement will cease.
- ii) Extended Health Coverage: To continue as per Article 18.01 (a) – (i) of the Collective Agreement.

- iii) Dental Care: To continue as per Article 18.01 (k) of the Collective Agreement.
- iv) Long Term Disability as per Article 18.01 (o) of the collective agreement: coverage will cease at 65.
- v) Accidental Death and Dismemberment (AD&D) as per Article 18.01 (m) of the collective agreement coverage will cease at 65
- vi) Extended Sick Leave: Maximum accumulation of seventy-five (75) days in sick bank as per 17.01 of the Collective Agreement.

*Should an employee decide to resign/retire after turning 65 their Extended Health Coverage and Dental care will continue until the end of the month in which the employee gives such notice.*

#### **18.03 Insurance Carrier Selection**

It is understood that the Corporation reserves the right to select from time to time the carrier for any insurance under this Article (other than the Ontario Health Insurance Plan) provided that the benefits conferred thereby are as good or better than the present plan. Such substitution will not occur on less than sixty (60) days written notice to the Union and will include notice of changes, if any, to the benefits as described in Article 18.01.

#### **18.04 OMERS**

The Corporation agrees to participate in the Ontario Municipal Retirement System Pension Plan in accordance with the applicable legislation, with the Corporation and the employees contributing equally.

#### **18.05 OMERS Information**

All information available from the Ontario Municipal Employees Retirement System Pension to the Corporation will be available to the Union.

18.06 Medical coverage previously provided under the Ontario Health Insurance Plan to all employees, surviving spouses, surviving dependants and early retirees and now funded through the employer's payroll health tax, or any replacement to that, will continue to be funded by the Corporation pursuant to the provisions of the law of the Province of Ontario regarding such health insurance.

18.07 Seasonal employees shall not be entitled to health and life benefits.

### **ARTICLE 19 - HEALTH AND SAFETY**



#### **19.01 First Aid Kits**

First aid kits will be supplied by the Corporation and kept in places easily accessible to all employees. It will be the responsibility of both parties to see the kits are properly cared for and maintained.

#### **19.02 Accident Prevention**

It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents, and with such promotion of health and safety in accordance with this agreement and applicable legislation.

#### **19.03 Regulations**

The Union and the Employer shall co-operate in perfecting regulations which will provide adequate protection to employees engaged in dangerous and hazardous work.

#### **19.04 Safety and Health Committee**

The Corporation and Union shall establish a Safety and Health Committee composed of equal representatives from the Corporation and the Union. Either party will have the right to call meetings, preferably at regular intervals, at which the unsafe hazardous or dangerous conditions, or policies relating thereto will be discussed. Minutes of all pertinent information resulting from these meetings will be made available to either party, and concluded policies put into effect.

#### **19.05 Employee Family Assistance Program**

Employees shall have access to the Employee **Family** Assistance Program.

#### **19.06 Injured Worker Transportation**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Corporation.

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 his/her regular rate of pay without deduction from sick leave.

#### **19.07 E.I.C. Rebate**

E.I.C. rebate shall be used to offset the cost of the premiums for the benefits provided by this Agreement.

### **ARTICLE 20 - GENERAL**

#### **20.01 Emergency Conditions**

- a) In the event conditions are such that the CAO or designate determines that it is necessary to close certain locations and/or halt certain municipal services due to extreme weather or an extenuating circumstance (such as a bomb threat, water leak, etc.), the staff shall be so advised and the Employer will continue the employees' wages based on a regular working day for the remainder of the initial period involved. In the event circumstances result in an extended shut-down, the Employer will make every attempt to relocate a place of employment or provide alternative work on a temporary basis or utilize the layoff provisions of the collective agreement.
- b) In the event of inclement weather, the Supervisor may grant an employee's request to leave for home early, report for work late, or remain home and not report for work. Employees who are granted such leave, may, in consultation with the Supervisor, make up lost time in a mutually agreeable manner. The adjustment for time granted may take one of the following forms:
  - i) A charge to vacation earned,
  - ii) An undertaking by the employee to work extra hours at the regular rate to make up lost time,
  - iii) Loss of wages.
- c) Nothing in this provision detracts from the expectation that employees will report for their scheduled hours and will call in when unable to report for work. Where there is inclement weather, employees may be requested to work at a more accessible location.

#### **20.02 Bulletin Board**

The Employer shall provide bulletin boards at each work location that shall be placed so all employees will have access to them and 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.

#### **20.03 No Strikes Or Lockouts**

The parties agree that there will be no strikes or lock-outs during the term of this agreement.

#### **20.04 Mergers and Amalgamations**

In the event the employer merges or amalgamates with any other body, the employer shall undertake to ensure its best effort to preserve the employment rights of all its employees.

### **ARTICLE 21 – TUITION REFUND**

#### **21.01 Course Eligibility**

Courses and programs covered under this clause are limited to those that meet the following criteria:

- a) The course is taken through an accredited college, university or association offering courses related to the employer business.
- b) The course has a pass/fail criteria (or can provide a certificate of completion).
- c) The course is taken on an employee's own time, not during working hours.
- d) The employee has submitted detail of the course to the Senior Manager or designate and has received approval prior to the commencement of the course, and the cost of the course is within the budget for the department.
- e) If substantial investments are made, a reimbursement may be required if the employee leaves shortly after completing the program.

Senior Managers, when preparing their annual budgets shall provide funds for staff training and development having due regard to the policies noted.

#### **Tuition Refund Application**

A Tuition Refund Application must be completed by the employee and submitted to the Senior Manager or designate for approval at his/her sole discretion prior to the beginning of the course. The Senior Manager will recommend the applicable reimbursement percentage and forward the form to the Director of Human resources for authorization.

Upon completion of the course, the employee must submit to the Human Resources Department:

- a) verification of payment
- b) proof of successful completion of the course or subject

The Tuition Refund Application will then be forwarded to Payroll for processing.

#### **Reimbursement**

- a) 100% Reimbursement if the course is required by the Municipality, or an option for a degree, a diploma, certificate or professional designation that pertains to an employee's job.
- b) 75% Reimbursement if a course or subject in a general program that benefits the Municipality, but is not exclusively related to an employee's position.
- c) Such reimbursement shall cover the cost of the course of study plus any applicable text books and examination fees if so required. This policy does not reimburse employees for traveling costs, living expenses, meals, reference books, special equipment, late registration penalties, parking, student association fees, etc.

## ARTICLE 22 – WAGES AND ALLOWANCES

### 22.01 Water/Wastewater Certification Allowance:

- i) Any Water/Wastewater Operator having the following Ministry of Environment Certificates and who provides evidence of such annually will be paid the following allowance above the regular rate for Water/Wastewater Operator for all hours paid.

Wastewater Collection Operators Certificate (Level I)	65¢
Water Distribution System Operator Certification (Level I)	65¢

Wastewater Collection Operators Certificate (Level II) **	73¢
Water Distribution System Operator Certification (Level II) **	73¢

- ii) Employees of a crew, excluding Flagmen, shall be paid at the Water/Wastewater Operator rate who work with an excavation of four (4) feet in depth or greater and in addition works on one or more of the following four (4) systems:

1. Municipal Water Distribution Systems,
2. Municipal Wastewater Systems,
3. Municipal Storm Water Systems,
4. Enclosed Drainage Systems (i.e. road culverts, catch basins, tile systems).

- iii) Employees who hold at least a Level I Water Distribution System Operator Certificate, Level I Wastewater Collection System Operator Certificate or Operator in Training (OIT) Certificate and perform the following duties, shall be paid at the Water/Wastewater Operator rate. Those duties shall include:

- Hydrant/Watermain Flushing
- Main line valve, turning and maintenance
- Hydrant repair and maintenance
- Water/Sewer Main cleaning (including Vactor cleaning of sewer mains)
- Chlorine testing
- Pressure testing
- Pump repair (excluding routine inspections)
- Water/Sewer Camera
- Air valve repair and maintenance

### 22.02 Lead Hand Allowance

Any employee assigned by the Employer to supervise the work of others shall be paid a lead hand allowance of \$1.30 per hour above the employee's regular rate of pay for all hours performing such work.

### 22.03 Working Foreman Allowance:

Any Working Foreman may only be utilized for absence and vacation coverage of less than sixty (60) working days. If the coverage is for a longer period Article 8.03 shall be utilized.

Any employee temporarily assigned as a Working Foreman shall be paid an additional allowance of \$3.00 per hour above the employee's regular rate for all hours performing such work and \$50.00 per day for Saturday, Sunday or paid holiday on which an employee is assigned as Working Foreman. Employees requested to cover a one week leave will be compensated for one Saturday and one Sunday of the leave.

Arena employees who are assigned as Working Foreman on their regular scheduled day off or a paid holiday shall be paid \$50.00 per day. Employees shall have the right to refuse to be assigned as Working Foreman.

The Working Foreman shall perform their own duties when time permits, as well as the following duties; schedule and assign workload, ensure safety practices, manage public complaints and other duties assigned which shall not contravene the collective agreement. Management will remain responsible for discipline and managing performance issues.

#### 22.04 Working in a Higher Grade

Any employee temporarily assigned by the Employer to perform the duties of a higher rated position, will receive the rate for the position in which he/she is so employed. Such work with the exception of Lead Hands, shall be rotated and divided equitably among employees working in a work location, provided the employee is qualified to perform the work.

#### 22.05 Mileage Allowance

- a) Where employees are authorized to use their own vehicle on approved Corporation business they shall be paid per kilometre equal to the current municipal rate. This provision does not apply to travel between the employee's residence and their regular work location.
- b) The parties hereto agree that the Corporation shall pay to employees who are required by the Corporation on a monthly basis (or any part of a month) to have their vehicles available for use to carry out the work of the Corporation a guaranteed minimum of seventy dollars (\$70.00) per calendar month or the actual mileage costs calculated at cents per kilometer equal to the current municipal rate, whichever is greater. **Employees must notify their insurance to add additional coverage on their vehicle.** This provision does not apply to travel between the employee's residence and their regular work location. **Eligibility for flat rate vehicle allowance is to be determined by the General Manager.**

#### 22.06 AZ or DZ License

The Corporation agrees to reimburse any Equipment Operator, Water/Wastewater Operator and Auto Technician renewing their AZ or DZ licence, those costs being: licensing, medical, paid sick time for mandatory medical exams or testing during regular working hours.

- 22.07 The Corporation agrees to reimburse any employee all costs associated with renewing the Auto Service Technician and/or the Heavy Duty Equipment license or any other licence that is directly related to the Auto Service Technician position.

## **22.08 Horticulture Technician Certificate:**

Horticulture employees who hold a Horticulture Technician's Certificate in the Horticulture Technician classification and provides evidence of such annually will be paid an additional allowance of fifty-seven (57) cents above the employee's regular rate of pay from March 1 to October 31 annually.

## **ARTICLE 23 - DEFINITIONS**

### **23.01 Temporary Employees**

A "Temporary" employee shall be defined as a person hired to fill a temporary position created by the absence of a full-time or seasonal employee.

- i) A "temporary position" is a position that has a fixed start and end date which shall not exceed twelve (12) calendar months and is not permanent in nature; or it may exceed twelve (12) calendar months if the temporary position is created by the absence of a permanent employee by virtue of sick leave, vacation, leave of absence, etc.
- ii) A temporary position may be extended on a temporary basis for a specified period by mutual agreement of the parties to this agreement.
- iii) Temporary employees will remain probationary employees for the length of the term of the absence.
- iv) Should a temporary employee be hired as a full time employee, such employee's service shall be recognized and deducted from the positions' probationary period (provided there is no break in service and is for the same position).
- v) Should a temporary employee be hired as a full-time employee into a different classification, a new full probationary period is required.
- vi) Notwithstanding Article 10.02, seniority shall date back to the original date of hire into the temporary position(s).
- vii) The employment of a temporary employee shall not result in the lay-off or reduction of hours of a full-time or seasonal employee or termination of a probationary employee.
- viii) Applications from temporary employees will be accepted during the internal and/or external posting procedure. The Employer is under no obligation to interview or hire temporary employees through this process.

23.02 A "Seasonal" employee shall be defined as a person who may be employed during a seasonal period not to exceed seven (7) consecutive months. Annual start and end dates

will be determined by the Employer.

23.03 A Labourer shall be physically fit, reliable and capable of performing a good day's work as directed by his supervisor.

23.04 **Working Days Defined**

Working days, for the purposes of this agreement, shall exclude Saturdays, Sundays, and paid holidays.

## **ARTICLE 24 – DURATION**

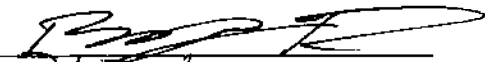




24.01 This agreement shall become effective on January 1, 2024. This agreement shall remain in effect for four (4) years and shall continue from year to year thereafter until one of the parties serves notice in accordance with Article 24.02 to negotiate changes hereto.

24.02 A party wishing to negotiate changes to this agreement shall serve the other party with notice in writing of that intention within one hundred and fifty (150) days prior to the expiry of this agreement or any continuation thereof.

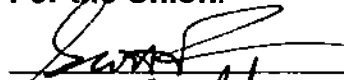
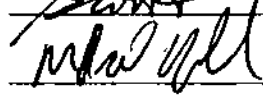

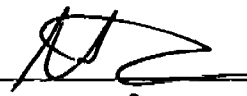
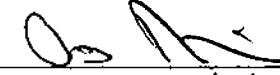
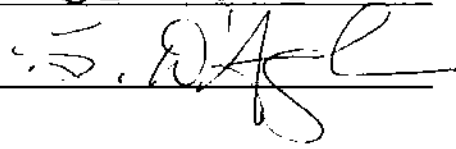
24.03 Where the notice contemplated in Article 24.02 is given the parties shall meet and negotiate with a view to concluding a collective agreement.

THIS AGREEMENT dated this 7 day of June, 2024 in the Municipality of Chatham-Kent in the Province of Ontario.

**For the Employer:**

**For the Union:**



### SCHEDULE "A"

Classification	Jan. 01/2024 3%	Jan. 01/2025 3%	Jan. 01/2026 2.75%	Jan. 01/2027 2.75%
Auto Service Technician	36.13	37.49	38.52	39.58
Water/ Wastewater Operator	31.61	32.81	33.71	34.64
Playground Inspector	30.24	31.23	32.09	32.97
Lead Hand	29.66	30.55	31.39	32.25
Equipment Operator	29.06	30.16	30.99	31.84
Auto Service Technician Helper	28.57	29.43	30.24	31.07
Facility Operator Assistant Facility Officer Canteen Supervisor	28.63	29.56	30.37	31.21
Horticulture Technician	28.85	29.86	30.68	31.52
Building Maintenance	28.43	29.28	30.09	30.92
Transfer Station Operator Stock Person	27.87	28.71	29.50	30.31
Custodian Bridge Swinger Labourer	23.55	24.26	24.93	25.62
Animal Control Officer	20.30	20.91	21.49	22.08

- The rate for new employees shall be 80% of the current rate for the classification and shall increase by 5% on the employee's semi-annual anniversary date until it reaches the full rate for the classification

**LETTER OF UNDERSTANDING # 1**

**between**

**THE MUNICIPALITY OF CHATHAM-KENT**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 12.1**

**Re: Layoff(s) of Replacement Employees**

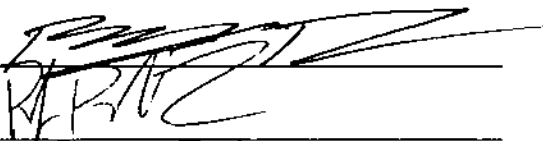


Each year the Municipality employs the services of students during the summer period for the purposes of providing development opportunities for young people in our community and to assist in the completion of seasonal tasks within the bargaining unit.

It is understood and agreed by the parties that summer students will not be utilized if there are employees on the recall list.







It is not the intent of the parties to fill permanent full-time positions with summer students.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, **2024.**

For the Employer:

  
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For the Union:

  
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**LETTER OF UNDERSTANDING #2**

**Between**

**THE MUNICIPALITY OF CHATHAM-KENT**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 12.1**

**Re: Short Term Winter Control Staff**

To effectively manage the winter control program, in consideration of maximizing full time staff overtime opportunities and meeting the requirements of CVOR, the Municipality wishes to augment full-time employees with short-term winter control employees.

The Municipality of Chatham-Kent will implement a Short Term Winter Control Program.

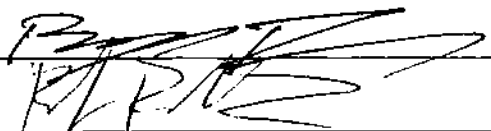
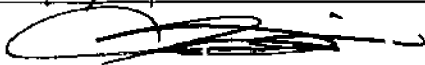

Short term winter control employees are non-union employees and shall be paid an amount equivalent to the probationary rate for all hours worked and **will be called out as required when needed for Winter Control Operations only.**

The parties agree that unionized employees **on the call-outs list(s) within the specific work locations**, will be given an opportunity for overtime prior to short-term winter control being utilized unless the unionized staff are unavailable or within three (3) hours of exceeding their CVOR hours or have refused the overtime.

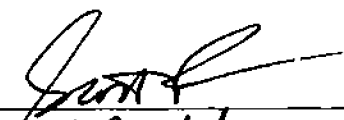




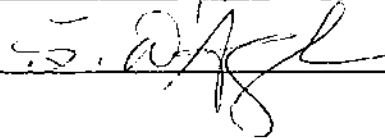
This winter control project will be reviewed annually and if necessary, at the expiration of this collective agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, **2024.**

For the Employer:

  
  
  
Malkin, B

For the Union:

**LETTER OF UNDERSTANDING #3**

**between**

**THE MUNICIPALITY OF CHATHAM-KENT**

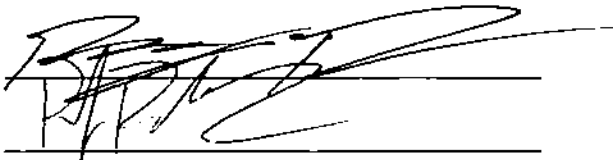


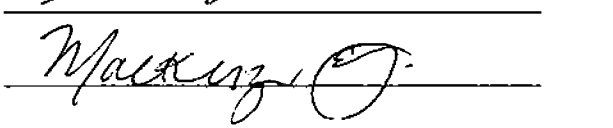
**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 12.1**

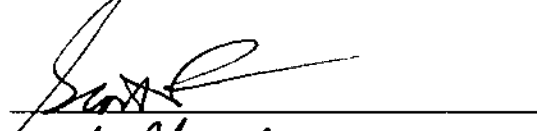

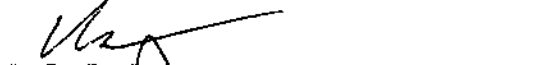

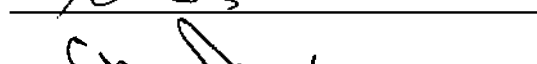

1. The Employer agrees that the following employees will continue to receive the Class B Refrigeration allowance of fifty-seven (57) cents per hour until they:
  - a) Leave the classification (including temporary positions)
  - b) Leave the employ of the Municipality
  - Brad Cole
  - Scott Alexander Lackie
2. The Union agrees that reference to the Class B Refrigeration Allowance is now deleted from the collective agreement and will not apply to future employees.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, **2024.**

For the Employer:

  
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For the Union:

  
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## **CONSENT TO ALTER THE COLLECTIVE AGREEMENT**

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 12.1**  
(hereinafter referred to as the “**Union**”)

and

**THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT**  
(hereinafter referred to as the “**Employer**”, and together with the Union, the  
“**Parties**”)

**Re: Divisions & Work Locations**

**WHEREAS:** The Parties are subject to a collective agreement expiring December 31, 2027 (the “**Collective Agreement**”);

**AND WHEREAS** The Parties wish to make an amendment to the Collective Agreement, outside of the Collective Bargaining process, upon mutual agreement, as more described herein, in order to reflect certain operational changes detailed below;

**AND WHEREAS** In June of 2024, construction of the new Public Works garage, 65 Creek Road, Chatham, was completed for use by the Park Avenue Business Centre (“**PABC**”) Roads crew;


**AND WHEREAS:** The PABC Water Crew will remain in their primary work location of 25 Creek Road, Chatham;

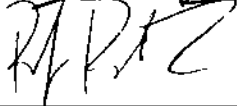
**NOW THEREFORE, the Parties agree as follows:**

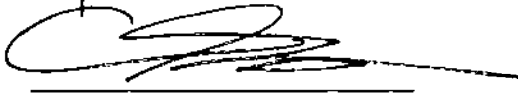
1. The recitals above are accurate and are incorporated into this Consent to Alter by reference.
2. This Consent to Alter shall be deemed to be appended to the back of the current Collective Agreement.
3. The Collective Agreement will be updated to reflect the PABC – Public Works Roads Crew’s primary work location as 65 Creek Road, Chatham.
4. The Collective Agreement will be updated to reflect the PABC Water Crew’s primary work location as 25 Creek Road, Chatham.

Dated at \_\_\_\_\_, Ontario, this <sup>7</sup>XXth day of June, 2024.

**FOR THE EMPLOYER**











**FOR THE UNION**

