

AGREEMENT

between

THE CORPORATION OF THE CITY OF ST. CATHARINES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 150

January 1, 2025 to December 31, 2027

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THIS AGREEMENT made this **15th** day of **April 2025** and authorized by
By-law No. **2025-050** of the City of St. Catharines.

BETWEEN:

THE CORPORATION OF THE CITY OF ST. CATHARINES

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, CLC, LOCAL 150

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 - The purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees represented by the Union; to establish and maintain rates of pay, hours, and working conditions for the said employees consistent with the maintenance of an efficient civic service; and to provide a procedure for the settlement of grievances.

ARTICLE 2 - RECOGNITION

2.01 - The Corporation recognizes the Union as the certified exclusive bargaining agent for all employees of the Corporation save and except:

- (1) Supervisors and those above the rank of supervisors;
- (2) persons employed for not more than twenty-four (24) hours per week;
- (3) students employed during the school vacation period, or on a co-operative training program, provided there shall be not more than one (1) for every twenty-five (25) employees; but this limitation shall not apply to the Parks, Cemeteries, Forestry and Horticulture Division and Arena and Pool Operations Division;
- (4) Employees bound by the Collective Agreement of the Canadian Union of Public Employees, Local 157 and Local 1287;
- (5) persons engaged in conducting and implementing the Corporation's recreation programs, Fire Services Division and by any local board as the same is defined in the Department of Municipal Affairs Act:

which shall be referred to in this Agreement as the Bargaining Unit.

2.02 - The word "employee" in this Agreement shall refer to both casual employees and regular employees as defined in Article 10 and whose jobs fall within the Bargaining Unit as defined in Section 2.01;

- (a) who are receiving wages for performing work for the Corporation; or
- (b) who are on leave of absence or sick leave in accordance with the provisions of this Agreement; or
- (c) who are on layoff with seniority rights to recall, to the extent of providing right of recall and right of grievance as set forth in this Agreement.

2.03 - A student will not be used on a job when a regular employee is available and capable of performing such job. Such regular employee shall have preference for overtime over a student employee within the division on any job for which the regular employee is qualified and experienced.

2.04 - Employees hired for seasonal projects under programs directly funded by the Federal or Provincial Governments specifically to create employment shall not be covered by Articles 10 (Seniority), 15 (Vacations), 16 (Paid Holidays for ninety (90) working days from their date of hire), 17 (Bereavement Leave), 22 (Employee Insurance Program), 23 (Sick Leave Plan), and 28 (Jury Duty).

2.05 - Corporation employees, other than students, who are not covered by this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for purposes of instructing, experimenting, in emergencies, or when a regular qualified employee is not available within a reasonable period of time.

2.06 - No employee shall be required or permitted, or requested, to make any written or verbal agreement with the Corporation or the Union, or their respective representatives, which conflicts with the terms of this Collective Agreement.

ARTICLE 3 - UNION SECURITY

3.01 - All employees presently members of the Union shall as a condition of continuing employment remain members, in good standing, of the Union. All future employees shall, as a condition of continued employment, become and remain members, in good standing, of the Union upon date of hire.

3.02 - The Corporation agrees to deduct such initiation fees, where applicable, and such regular monthly Union dues as are uniformly levied by the Union in equal portions from each pay of all present employees and of all new employees upon hiring.

The total amount of the monthly deduction will be transmitted regularly each month to the Secretary-Treasurer of the Union.

3.03 - These dues will be deducted only after all demands against the pay have been satisfied.

3.04 - The Corporation will use its best endeavours to comply with the provisions of this Article, but it is relieved by the Union of any and all responsibility and/or liability for deducting, or failure to deduct, Union dues.

3.05 - With the first transmission of dues, the Corporation will deliver a list of the employees from whom deductions were made and the amount of the deductions. With subsequent transmissions, the Corporation will show any changes in employees or deductions.

3.06 - The Union will deliver to the Corporation a letter certified by a responsible officer of the Union setting out the amounts of initiation fees and monthly dues mentioned in Section 3.01, and the name and address of the Secretary-Treasurer of the Union.

3.07 - At the same time that Income Tax (T-4) slips are being prepared, the Corporation shall include the amount of Union dues paid by the Union member in the previous year.

3.08 - Further to the above, the City agrees to provide written notice to the Union Committee with a report containing the address and contact number of each Local 150 member two times per year, by no later than the end of May and the end of November. The Union Committee may request Human Resources to provide them with updated information as required.

ARTICLE 4 - RELATIONSHIP

4.01 - The Union acknowledges that it is the exclusive function of the Corporation, subject only to the express provisions of this Agreement, to

- (a) maintain order, discipline and efficiency;
- (b) hire, layoff, classify, direct, transfer, and promote employees; and to discharge, demote, suspend or otherwise discipline employees for just cause; and
- (c) generally to manage the enterprises in which the Corporation is engaged and, without restricting the generality of the foregoing, to determine the work to be done, methods, schedules of production, kinds, location, and tools to be used, processes and the control of materials and parts to be incorporated in the work.

4.02 - The Corporation also has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that no additions or alterations shall be made by the Corporation in such rules and regulations without prior notice to and discussion with the Union. Prior notice, in writing, shall be deemed to be not less than ten (10) working days.

4.03 - The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Corporation has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.

ARTICLE 5 - DISCRIMINATION

5.01 - No discrimination, restraint or coercion shall be exercised or practised by the Corporation or by any of its representatives with respect to any employee because of their membership in, or connection with, the Union.

5.02 - Conversely, there shall be no intimidation, restraint or coercion exercised or practised upon the employees by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on Corporation premises or job sites, excepting as is provided in this Agreement or mutually agreed upon.

ARTICLE 6 - STEWARDS AND UNION COMMITTEE

6.01 - The Corporation will recognize:

- a) Eleven (11) Stewards, to be allocated by the Union among the sections, as required for effective representation, save that there shall not be more than one (1) Steward from a section of ten (10) or less employees, and the Union shall notify the Corporation of the section(s) represented by each Steward.

The number and distribution of Stewards may be altered by agreement from time to time as conditions change.

- b) A Grievance Committee of three (3) regular employees of whom one (1) shall be the President of the Local or their representative, a second shall be the Chief Steward, and a third shall be the Steward concerned with the grievance. The Steward concerned with the grievance will be identified on the grievance form, if the individual is not available an alternate Steward may be appointed by the Union. When dealing with a policy grievance there shall be five (5) regular employees consisting of the Negotiating Committee of whom one (1) shall be the President of the local or their representative.
- c) A Union Negotiations Committee of five (5) regular employees, of whom one (1) shall be the President of the Local or their representative, for the purpose of renewing or amending the Collective Agreement, and for the purpose of meetings held under the provisions of Article 6.02.
- d) When a union steward is required or requested for a general or Step I grievance meeting, efforts will be made to choose a steward within or familiar with the classification/subject matter providing it does not conflict with operational needs, pose a conflict of interest between the parties or cause any undue delay.

Where a member requests a specific union steward, efforts will be made to accommodate that request providing it does not conflict with operational needs, pose a conflict of interest between the parties or cause any undue delay.

The Stewards and members of the Committees shall have been placed on the seniority list as employees. The Union shall notify the Corporation in writing of the names of its officers, the Stewards, and members of its Grievance Committee and of its Union Negotiations Committee.

6.02 - Meetings between the Corporation and Union Committee shall be held at times mutually agreeable to both parties.

6.03 – It is understood that a Steward and the Union Committee when acting as a Steward has their regular work to perform on behalf of the Corporation and that they will not leave their work to attend Union business without obtaining permission from their supervisor, giving a reasonable explanation for their absence. Requests will be approved providing they do not conflict with operational needs. When resuming their regular work they will notify their supervisor.

It is clearly understood that a Steward will not absent themselves from their regular work unreasonably in order to deal with grievances of employees, but that grievances will be serviced as much as possible outside of working hours. In accordance with this understanding, the Corporation agrees to compensate a Steward for their regularly scheduled work time spent in servicing grievances of employees, and also a member of the Grievance Committee or the Union Committee for their regularly scheduled work time spent in attending meetings with the Corporation's representatives to the extent that they will suffer no loss of earnings. The Corporation reserves the right to discontinue payments under this provision should the privileges extended hereby, in the opinion of the Corporation, be abused, but before any such action is taken, there will be notice to, and discussion with, the Union.

6.04 - The Corporation recognizes the role of the President, Vice President and the Chief Steward in the operation of the Agreement, and acknowledges the necessity for the President, Vice President and the Chief Steward to provide occasional advice or assistance to the stewards, or to confer with management from time to time, during working hours.

The Union, on its part, recognizes the responsibility of the President, Vice President and the Chief Steward to perform their duties, and undertakes that there will be no burden or penalty to the Corporation as a result of such activities on the part of the President, Vice President and the Chief Steward.

6.05 - The Corporation agrees:

- (a) to provide access to the Collective Agreement to each employee or a printed copy upon request;
- (b) to acquaint each new employee of the requirement of the Union; and
- (c) to ensure that a new employee is introduced to a Steward, who shall have a reasonable opportunity, as work permits, to acquaint the employee with their rights and responsibilities with respect to Union representation.

6.06 - The parties agree to the continuance of a joint Labour/Management Committee. Changes in the composition of the Committee, its terms of reference and its procedures, may be agreed to by the Union and the Corporation. The Committee shall not have any jurisdiction to alter or interfere with the normal process of the Agreement.

6.07 - Employees on a shift other than days, or a schedule other than Monday to Friday, shall have their shift or schedule changed in order to attend a Corporation scheduled meeting. If an employee's scheduled day off is affected, the employee will have the option of changing their day off or attending the meeting. Employees attending the meeting on their day off will be given a minimum of four hours pay, or the length of the meeting; whichever is greater. Employees affected will provide written notification

advising both Human Resources and their supervisor a minimum of seven (7) working days in advance of meeting. If a meeting is scheduled by the Corporation with less than seven (7) working days' notice such request will not be unreasonably denied.

6.08 – During dealings with the Corporation the Union shall have the right to access representation from the Canadian Union of Public Employees, provided that the process does not cause any undue delay.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 - It is the mutual desire of the parties that employee complaints shall be addressed as promptly as possible.

In the first instance, an employee or union representative may take up any complaint directly with the immediate supervisor.

7.02 - STEP I – If not settled in 7.01, a meeting will be requested within five (5) working days with the immediate supervisor, and such meeting shall be held within seven (7) working days of the meeting request. A union representative will be in attendance at the meeting if so requested by the employee. The employee/Union will provide the immediate supervisor and manager with their concerns including the nature of the complaint and remedy sought. Management will give their decision, in writing, by completing the Response Form and providing it to the employee and/or Union within five (5) working days of the meeting. Should Management choose not to convene this meeting and/or respond at this step the grievance will progress to the next step.

In the event the employee or supervisor/manager is on an approved absence, the time line shall be extended for up to ten (10) additional working days. The time limits may be extended by agreement between the parties.

7.03 - STEP II - If not then settled at Step 1, the grievance may be submitted within five (5) working days of the Step 1 reply to the Department Head and Human Resources. Human Resources will schedule such meeting to be held within ten (10) working days of the meeting request.

At Step II and at meetings provided for in Article 6.02, there may be present a union representative in attendance at the meeting if so requested by either party. The decision of the Department Head or of the Grievance Committee in the case of a Corporation grievance, shall be given, in writing, with copies to the Union and the grievor, within ten (10) working days of the meeting at which it was discussed. Should Management choose not to convene this meeting and/or respond at this step the grievance will progress to the next step.

7.04 - STEP III - If not then settled, the grievance may, within five (5) working days of the reply in Step II, be submitted, in writing, by the Union to the Chief Administrative Officer and Human Resources. Human Resources will contact the CUPE National Representative and Management to arrange a date for a meeting under Article 6.02. This date will be provided to the Union within ten (10) working days of receipt of the grievance.

The decision of the Chief Administrative Officer/designate, shall be given, in writing, to the National Representative with copies to the Union and the grievor with ten (10) working days of the meeting at which it was discussed.

7.05 - STEP IV - If not then settled, the grievance may, within twenty (20) working days of the reply in Step III be referred to arbitration as follows:

Both parties to this Agreement agree that a grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 7 above, and which has not been settled, shall be referred to a Sole Arbitrator. If the parties are not able to agree upon such an Arbitrator within ten (10) working days of the Notice of Arbitration, the Minister of Labour for the Province of Ontario shall be requested to appoint an Arbitrator.

Either party may request a Board of Arbitration in which the Nominee of each party shall be appointed within ten (10) working days of the Notice of Arbitration and the Nominee of each party shall select a Chairman of the Board of Arbitration.

The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

Each of the parties to this Agreement shall bear the expenses of the Arbitrator appointed by it, and the parties shall jointly bear the expense, if any, of the Chairman or of a Sole Arbitrator.

No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

Prior to Arbitration, as outlined in this article, the parties may mutually agree to Grievance mediation, the cost of such mediation to be equally shared between the parties.

7.06 - No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Agreement, except that if at any step of this grievance procedure the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.

7.07 – Policy / Procedure Grievance - Within ten (10) working days of the event upon which the grievance is based, the Corporation or the Union may submit a grievance, in writing, to the other alleging a violation of a term of this Agreement. Such a grievance shall set out the facts and details of the incident that prompted the filing of the grievance and the Article(s) of the Agreement claimed to be violated or relied upon, and the matter shall be dealt with in accordance with Step II and then the balance of the grievance procedure.

Group Grievance - No grievance shall be submitted by the Union under the provisions of Article 7.07 unless it involves a question of general application or a group of employees under more than one supervisor. A group grievance, being a grievance by a group of employees working under one supervisor, shall be instituted at Step I.

7.08 - If at any step of the grievance procedure a grievance is not submitted within the period specified, or responded to by the party submitting the grievance within the period specified it shall be deemed to be abandoned. The time limits may be extended by agreement between the parties.

7.09 - At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the work site, view disputed operations, and to confer with necessary witnesses. A representative of the Human Resources Division and the CUPE National Representative may be in attendance at all grievance meetings.

7.10 - In this Article, the word "days" shall exclude Saturdays, Sundays, and paid holidays.

7.11 - In this Article, the written reply shall be deemed to have been made on the second day following its mailing by the sender.

ARTICLE 8 - DISCHARGE OR DISCIPLINE CASES

8.01 - A claim by an employee that they have been unjustly discharged shall be addressed when the employee files a grievance within five (5) working days of the discharge meeting. The grievance shall be filed in accordance with Step III, Article 7.04, of the grievance procedure.

A claim by an employee that they have been unjustly disciplined shall be addressed when the employee files a grievance within five (5) working days of the discipline meeting. The grievance shall be filed in accordance with Step II, Article 7.03, of the grievance procedure.

8.02 - The Corporation will provide written notice to the Union Committee of all discharge or discipline cases as soon as possible but within two (2) working days.

8.03 - Such special 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 or an Arbitration Board.

8.04 - The President, Vice President, or Chief Steward will be in attendance at a meeting where a bargaining unit member is being terminated; and where not available a Steward will be asked to attend such meeting.

8.05 -

- (a) After twenty-four (24) months, any letter of discipline shall not be used against an employee if there has been no recurrence in that period.
- (b) Each employee shall have access to their personnel file upon reasonable notice for the purpose of reviewing all evaluations or disciplinary notations pertaining to their employment with the Corporation.
- (c) After twenty-four (24) months, any letter of discipline will be removed from the employee's file, provided there has been no recurrence of that or a similar incident in the intervening time.

8.06 - In this Article, the term "working days" shall exclude Saturdays, Sundays, and paid holidays.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 - During the life of this Agreement, the Union agrees that there will be no strike or other collective action which will interfere with the Corporation's operations and the Corporation agrees that there will be no lockout. The definitions of the words "strike" and "lockout" shall be those set forth in The Labour Relations Act of the Province of Ontario, as amended from time to time.

ARTICLE 10 - SENIORITY

10.01 - Employees shall be known as:

- (a) (i) Regular Employee - a regular employee being one whom the Corporation expects will work the year round.
- (ii) The use of the word "regular" shall not constitute a guarantee of year round employment.
- (iii) A newly hired regular employee must complete a probationary period of sixty (60) working regular days or four hundred and eighty (480) regular working hours within a period of six (6) consecutive months, and then they will be credited with regular seniority.

During the regular probationary period, each employee shall be known as a probationary employee who may not grieve regarding discharge provided that at the request of the Union, a meeting will be held with the Union to discuss the discharge. Upon satisfactory completion of their probationary period, their seniority date will be their hire date.

- (iv) A casual employee becomes a regular employee by working a total of two hundred (200) working days or 1600 hours within any twelve (12) consecutive months.

This will exclude hours worked during the period of time from the casual end of season to the beginning of the casual season start date for individuals backfilling a temporary posting due to an approved leave of absence (which may include sick leave, Long Term Disability, Employment Standards Act leaves, etc.).

- (b) (i) A casual employee is an employee who is not a regular employee.
- (ii) A casual employee must complete a probationary period of sixty (60) regular working days of four hundred and eighty (480) regular working hours within a period of six (6) consecutive months of which overtime is not included. During the casual probationary period, the employee may not grieve regarding discharge, provided that, at the request of the Union, a meeting will be held with the Union to discuss the discharge.
- (iii) In no case shall a casual employee exercise seniority against a regular employee, but if a vacancy for a regular employee is not filled by another regular employee, a casual employee who applies shall be considered before a new employee is hired.

(c) Regular seniority is defined as an employee's length of continuous service with the Corporation since becoming a regular employee, including absences for sick leave, authorized leaves of absence, or as otherwise provided in this Agreement.

(d) In recognition of the fact that casual employees frequently lose their casual seniority date as a result of lay-offs exceeding three (3) consecutive months; if the Corporation is going to re-hire them their seniority date will be their re-hire date.

Absence during probationary periods will not adversely affect the casuals beyond the original year of hire (i.e.) employee hired first in 1990 could drop to last in 1990 by reason of absences, but would not drop to 1991. Casual employees absent due to a compensable injury shall be credited with seniority for those working days they would have been scheduled to work.

(e) A casual employee who becomes a regular employee shall have seniority only from the date of commencing work as a regular employee, but if such an employee reverts to the status of casual employee, their original casual seniority date shall be restored. No additional probationary period shall be required on transfer from casual to regular status, but any unfilled portion of the probationary period must be completed satisfactorily.

(f) The Corporation shall prepare two (2) seniority lists, one (1) for regular employees and one (1) for casual employees. These lists shall be brought up to date as at June 30th of each year and copies shall be posted and mailed to the Union. At any time during office hours, up to date seniority information shall be available to the Union Stewards on application to the division Head.

- (g) A written complaint must be lodged with the Corporation within thirty (30) working days of the posting of the seniority list. The complaint must explain all details relating to the problem. If a complaint is not lodged within thirty (30) working days, the date established, shall be deemed correct and reliable, (no complaint will be accepted).
- (h) Casual employees are prohibited from taking a voluntary lay-off.

10.02 – PURPOSE

- (a) It is understood that all the following seniority rights are designed to give to each employee according to their seniority with the Corporation an equitable measure of job choice and job security consistent with the efficient operation of the business.
- (b) Seniority shall not operate to provide job preference within a classification.
- (c) For non-upgrade transfers the senior employee(s) will have the option to remain within their section.
- (d) For non-winter control daily upgrades beyond one (1) working day, the Corporation will assign work to the first willing senior employee(s) within the section who meets qualifications for the position.
- (e) For winter control daily upgrades beyond two (2) working days, the Corporation will assign work to the first willing senior employee(s) within the section who meets qualifications for the position.

10.03 - Seniority rights shall cease and employment shall terminate for any of the following reasons:

- (1) if the employee leaves the employ of the Corporation of their own accord.
- (2) for an employee with three (3) years or more seniority after twenty-four (24) consecutive months of layoff; for an employee with less than three (3) years seniority after eighteen (18) consecutive months of layoff; or for a casual employee, after expiration of three (3) months following the date of layoff;
- (3) if the employee is discharged and the discharge is not reversed through the grievance procedure;
- (4) if an employee has been absent for five (5) consecutive working days without having been granted a leave of absence in accordance with Article 11.01, unless a reason satisfactory to the Corporation is given; the decision of the Corporation shall not be arbitrary or discriminatory;
- (5) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address in the Corporation's records to report for work, and does not give a reason satisfactory to the Corporation; the decision of the Corporation shall not be arbitrary nor discriminatory;

- (6) if an employee overstays a leave of absence granted by the Corporation in writing, and does not secure an extension of such leave, unless a reason satisfactory to the Corporation is given; the decision of the Corporation shall not be arbitrary nor discriminatory;
- (7) on receipt of severance allowance under Article 25.01.
- (8) is absent for twenty-four (24) consecutive months or greater due to non-compensable disability or illness, and the employee is not eligible for Long Term Disability.

10.04 - The parties, recognizing

- (1) the right of the public to be served by persons of high competence, and
- (2) the right of the employees to fair and just consideration for vacancies in the light of their length of service and their qualifications

therefore agree that:

In promotions, demotions, transfers, layoff, and recalls, the following factors shall be considered:

- (a) length of continuous service;
- (b) knowledge, efficiency and ability to do the work of the job;
- (c) physical fitness;

and when factors (b) and (c) are relatively equal in the judgment of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.

In the event that the senior candidate is not the Corporation's choice, the Corporation shall give prior notice and opportunity of consultation to the Union; but the process shall not be delayed more than five (5) working days thereby.

10.05 - Employees shall work on jobs assigned to them by the Corporation provided that the right to make transfers shall, subject to Article 10.04, be dealt with in the following manner:

- (a) Vacancies that the Corporation intends to fill, shall be posted on bulletin boards for a period of five (5) working days. These job postings will also be emailed to the Union Committee for membership distribution. If no suitable candidate applies, the Corporation may fill the vacancy with other employees or new hires.
- (b) The posting shall show the classification vacant, its expected location, the requirements of the job, and the wages for it; however, this shall not be construed as restricting the Corporation's right to transfer employees as otherwise provided. The employee shall have 30 working days from the day they start the new job to request a reversal of their decision to accept the posting.

If they exercise this option they will revert to their former classification and rate within 10 working days of their request. The Corporation will not re-post this job but will give consideration to the unsuccessful candidates on the original posting. An employee may exercise this option once in any twelve (12) month period.

Postings for the position of Municipal Operator shall include the expected location, hours of work, days of work, requirements of the job and wages for it.

- (c) A regular employee may apply in writing for a posted job directly to Human Resources setting out in detail their qualifications for the job. A regular employee who anticipates that a job will be posted during their vacation may make application and be eligible for consideration provided that the processing of the applications will not be delayed more than two (2) weeks thereby. It shall be the applicant's responsibility to ensure that the application is in the Human Resources Office by the closing time posted. Upon the filling of a posted job, Human Resources shall post the name and the seniority status of the successful applicant. Any regular employee applying for a vacancy filled by a person with less seniority may request and shall be granted a meeting to discuss their application with the Department Head or their designate at which time they will be given reasons why they did not get the job.

Any such request shall be made to the Department Head having the vacancy within three (3) working days of the notice of filling the vacancy and the Department Head or their designate shall respond in five (5) working days of receiving the request. Following the job posting, save and except posting with a start date, interviews and selection shall be made within fourteen (14) calendar days and the successful applicant shall subsequently be placed in the position within fourteen (14) calendar days. Employees will be eligible for any pay increases associated with the new position they have been awarded if the transfer to such position is delayed beyond fourteen (14) calendar days; provided that such delay was not the result of the employee taking leave.

Casual employees to have the same consideration as regular full-time employees after all full-time employees have been considered for vacancies.

Casual employees must hold the position for which they were hired, unless they are successful to a permanent full time opportunity or transferred by management if and when operationally required. For any posted temporary vacancy, existing casuals will be given consideration before the position is posted externally.

As soon as all applicants are known to the Corporation, the Corporation will give the Union Committee a list of all the applicants for the posted job.

Notwithstanding the language in Article 10.02 it is agreed by the parties that the following shall apply for vacant positions:

- (1) If there are insufficient applicants for the required vacancies, the Employer will designate the most junior qualified employee to fill the position.

- (2) The Union recognizes that the Employer must operate efficiently and recognizes that some classifications will not be utilized.
 - (3) The Union recognizes that in an emergency situation, it will be at the Employer's sole discretion to designate transfers.
- (d) The Corporation shall be free to fill a vacancy immediately if it sees fit, subject to the remaining provisions of this Article 10.05, and no grievance may be filed under this Article 10.05 until the time for an answer under Article 10.05 (c). The grievance procedure shall start at Step II, by the filing of the grievance with the Department Head having the vacancy.
- (e) In this Article 10.05, vacancies shall mean those of a long-term nature such as arise through quits, new jobs, extended illnesses, and Long Term Disability etc., excluding those filled by the seasonal transfer of current employees, and shall include subsequent vacancies resulting from the filling of the original vacancy; However:
- (1) a vacancy known to be of a specifically limited duration will be filled in a manner deemed best by the Corporation while giving due consideration to employees who have indicated previously their interest in the position;
 - (2) a vacancy with a known or estimated duration of two (2) or more years will be posted as a permanent vacancy;
 - (3) a vacancy with a known or estimated duration of three (3) months or more and is not estimated to exceed two (2) years, will be posted as a temporary vacancy.
 - (4) employees who post to a temporary vacancy will return to their old classification when the temporary posting ceases to exist;
 - (5) when an employee's job has been posted permanently and they return to work they will be allowed to bump the person with the lowest seniority in their classification, if in the judgment of the Corporation they are able to perform all the duties of the job. Should the employee not be capable of performing all the duties of their job they will be placed according to Article 10.11;
 - (6) employees who post to a temporary vacancy will not be allowed to return to their former classification until the temporary posting ceases to exist or until they have a successful posting to another job;
 - (7) any person with seniority rights to recall, on layoff from the classification to be filled, shall be recalled before the vacancy is posted;
 - (8) a revision of an existing classification resulting in its upgrading shall not require a job posting, subject to notice to and discussion with the Union.
 - (9) Expressions of interest will be posted.

(f)

(1) The Corporation shall give written notice to the Union Committee of a decision to postpone filling or not to fill, a vacancy within fifteen (15) working days of the occurrence of the vacancy. If the vacancy has been posted, such notice shall be given to the Union Committee and posted on boards not later than ten (10) working days after the end of the posting period. The Corporation shall give written notice to the Union Committee of the estimated duration of the postponement and follow up notice thereafter.

(2) If postponement is due to inability to obtain a suitable employee from job posting, the Corporation will consider subsequent applications from employees who did not apply under job posting, but the provisions of job posting shall not apply to such applications.

(3) If postponement is for a definite period of time, the job will be posted in the regular way when the vacancy is to be filled.

(g) In this Article 10.05 "days" shall exclude Saturdays, Sundays and paid holidays.

(h) When employees are successful to a new position they shall be subject to a trial period of sixty (60) working days. If their performance is unsatisfactory to the Corporation during this period, they shall revert to their former classification and rate.

10.06 - Subject to the provisions of Article 10.04, when layoffs are necessary

(a) employees shall be laid off in the following order, on a Bargaining Unit-wide basis:

(1) probationary casual employees;

(2) casual employees on the seniority list;

(3) probationary regular employees;

(4) regular employees on the seniority list.

(b) employees shall be recalled after lay-off in the reverse order to that in which they were laid off, provided that any regular employee with seniority on layoff shall be recalled for any vacancy for which they are qualified before a casual employee is recalled or hired, and similarly any casual employee with seniority on lay-off shall be recalled to any vacancy to which they are qualified before any students are hired.

(c) the Corporation will give fourteen (14) calendar days notice to a regular employee, twenty one (21) calendar days notice to a regular employee with ten (10) or more years seniority and seven (7) calendar days notice to a casual employee, such notice of lay-off.

- (1) shall not be necessary when an employee has been recalled after layoff for a period of less than seven (7) calendar days or
- (2) shall apply on an extended basis, up to thirty (30) calendar days, when it is intended to apply to the end of a project or its discontinuance due to the weather.

10.07 -

- (a) When a reduction in workload creates a surplus of employees in a classification, the employee with the least seniority will be displaced from the classification, subject to Article 10.04. If they have previously performed satisfactorily with the Corporation the duties of another classification, they shall be given the opportunity, if they so choose, in accordance with Article 10.04, of displacing a junior employee in that classification if the surplus is to be an indefinitely continuing circumstance; or they shall be transferred by the Corporation with their regular rate being continued for a maximum period of four (4) months if the circumstance is temporary. If they have no such prior experience, or if they have chosen not to bump into their prior classification, they may claim the job of an employee with less seniority in accordance with the provisions of Article 10.04. An employee must indicate their intention within two (2) weeks of notification unless on approved leave or on WSIB.
- (b) The Corporation shall not fill any position from which regular employees have been displaced or laid off until such persons with seniority who have been laid off, or such employees who have been displaced within the previous twelve (12) months, have been recalled to their former classification in accordance with their seniority.

10.08 - In the event of a layoff, the President, Vice-President, Recording Secretary, Secretary-Treasurer, Chief Steward and Stewards, shall be retained in employment by the Corporation so long as work is available which they are qualified and willing to perform, notwithstanding their position on the seniority list.

10.09 - When an employee is assigned to a temporary supervisor's position outside the bargaining unit, they shall not be entitled to apply for bargaining unit positions unless they have been back in the bargaining unit for ten (10) working days.

A regular employee promoted to a position within the Corporation outside of the Bargaining Unit shall accumulate seniority during the period they are outside the Bargaining Unit. Such an employee, on their return to the Bargaining Unit, shall, subject to Article 10.04, exercise their accumulated seniority

- (a) in the classification in which they were at the time they left the Bargaining Unit, if they return within six (6) months or such greater period as shall be mutually agreed to by the parties;
- (b) in the **Municipal Operator** classification if they return after more than six (6) months.

The employer shall post to replace an employee who has been assigned to position outside the Bargaining Unit immediately, in accordance with Article 10.05.

10.10 - The Corporation will give written notice to the Union Committee monthly of all Bargaining Unit hires, transfers, layoffs, recalls, resignations, retirements, terminations, and approved leaves of absence (Employment Standards Act or sick leave absences exceeding twenty-six (26) weeks).

10.11 - Any regular employee who is no longer capable of performing their full regular duties by reason of disability and whose disability is not of sufficient severity to qualify for a disability pension under the Corporation's pension plan, may be placed in a suitable position in the Bargaining Unit if such position is available, by the Corporation, without regard to the posting provisions of this Article; and shall be paid the prevailing rate for the job. The circumstances of each of these cases shall be reviewed annually by the Corporation and the Union Committee.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 -

- (a) The Corporation will grant a leave of absence without pay and without loss of seniority, vacation, or any benefits, included in the Employee Insurance Program up to ninety (90) working days upon the employee's request, provided the granting of such leave shall not have an adverse effect on the normal operation of the Department. Requests shall be in writing, stating the reason, and submitted to the Department Head twenty (20) working days prior to commencement of leave, unless the circumstances make it impossible to do so. Replies shall be in writing, and if not granted, shall include the reason.

Such leaves may be for any reason other than for other employment.

Employees requesting such leave must have a minimum of one (1) year of service from date of hire with the Corporation.

Employees not meeting the above criteria may submit their request in writing, stating the reason, to the Department Head for consideration.

Benefits will continue for the first ninety (90) working days of the leave and if the leave exceeds ninety (90) working days, the employee will have the option to continue their coverage by paying the benefits themselves.

- (b) Leave for reasons of pregnancy shall be provided in accordance with the terms of The Employment Standards Act.
- (c) Parental leave shall be provided in accordance with the terms of The Employment Standards Act.
- (d) Casual employees may be granted a leave without pay, but will not be allowed to accumulate seniority during the leave.
- (e) Employees elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay for the same provided the Corporation is given reasonable notice. No more than three (3) employees may be absent at any one time and such leaves without pay

shall not total more than thirty-five (35) working days in the year excluding travelling time. An employee shall receive the pay and benefits provided for in this Agreement when on approved unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

- (f) Upon receipt of reasonable notice and contingent upon the requirements of its operations, the Corporation shall grant leave of absence without pay or benefits and without loss of seniority to one (1) only employee who is elected or selected for a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress, for a period of not more than one (1) term, which shall not be greater than two (2) years. Such leave may be renewed on request at the discretion of the Corporation. The employee shall be entitled to return to their former position at the expiration of the period, or to another position in accordance with their ability and seniority if their former position is not available.
- (g) Leave of absence for extended vacations may be combined with an employee's regular vacation, provided six (6) months' notice is given, except when extenuating circumstances make such notice impossible, and provided that such leave is consistent with the operating requirements of the Corporation. The Corporation's reply will normally be given within two (2) weeks of submission of the request.
- (h) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits to attend a formal hearing for the employee to become a Canadian Citizen.

ARTICLE 12 - WAGES

12.01 - During the term of this Agreement, wage rates and classification shall be in accordance with Schedule "A" which is attached to and forms part of this Agreement.

12.02 - In recognition of the responsibility assumed while temporarily acting as a temporary supervisor in lieu of a supervisor at the direction of the Department Head, an employee shall receive the minimum rate for the classification of the supervisor they replace, provided that it shall not be less than 8% above the employee's basic rate.

ARTICLE 13 - HOURS OF WORK

13.01 - The standard hours of work shall be eight (8) hours per day, five (5) consecutive days, or forty (40) hours per week, unless otherwise specified.

13.02 - Starting and stopping times shall be in accordance with Schedule "B" which is attached to and forms part of this Agreement and may be changed by the Corporation as described in Section 13.03(a).

13.03 -

- (a) The Corporation does not guarantee the above standard or other hours of work but, before any change is made in the stopping and starting times or new or different shifts are established, there will be prior written notice to, and discussion with, the Union.
- (b) Where a new shift other than a day shift is established under Article 13.03 (a) and the work is the same on the new shift as on the day shift, the employees involved shall rotate between the shifts unless the Union informs the Corporation that the employees involved do not wish to rotate. U.S.O. and Utilities workers will not have an option to "opt out" of the shift rotation.

13.04 – The Corporation will endeavor to give as much notice as possible, however the following minimum notice periods will apply:

- a) When an employee has a shift change they will be given a minimum of twenty-four (24) hours written notice prior to the start of the new shift with copy to the Union Committee.
- b) When a group of employees have a shift change they will be given a minimum of twenty-four (24) hours written notice prior to the start of the new shift with copy to the Union Committee.
- c) When an employee has a schedule change they will be given a minimum of seven (7) working days written notice prior to the start of the new schedule with copy to the Union Committee.
- d) When a group of employees have a schedule change they will be given a minimum of seven (7) working days written notice prior to the start of the new schedule with copy to the Union Committee.

An individual employee may agree to a shift or schedule change with less notice than above.

13.05 – On December 24th and December 31st, arrangements will be made by altering the starting time of the shifts to ensure that each employee scheduled to work that day works a full ten (10) hour shift. **This will apply only to those employees working a ten (10) hour shift in the arenas and pools section.**

ARTICLE 14 - OVERTIME

14.01 - An employee who works a five (5) day work week shall receive premium overtime of

- (a) time and one-half (1 1/2) their wage rate for all hours worked
 - (i) in excess of scheduled daily hours; and
 - (ii) on Saturday if they are not scheduled to work on Saturday;
 - (iii) **on the first and third days of scheduled days off, except when such days are worked as a result of a change in shift schedule.**
- (b) double their regular wage rate for all hours worked
 - (i) on Sunday, if Sunday is not part of their scheduled work week; and for all hours worked on Sunday on jobs other than those for which they are scheduled;
 - (ii) after sixteen (16) consecutive hours; or after sixteen (16) hours in a period of twenty-four (24) hours commencing with the starting time of the employee's regular shift;
 - (iii) after eight (8) hours of overtime at time and one half if they are not scheduled to work;
 - (iv) **on the second day of scheduled days off, except when such days are worked as a result of a change in shift schedule.**
- (c) Each day shall be identified in the ordinary calendar sense, commencing and ending with midnight, except where a shift, Monday to Friday, extends into the next calendar day and is identified with the day in which it commences.
- (d) Unless otherwise provided, a week shall comprise seven (7) consecutive calendar days, beginning at 2400 hours on Saturday. The vacation week shall comprise seven (7) consecutive calendar days, commencing at the end of the employee's last scheduled shift preceding the vacation.

14.02 – An employee who works a four (4) day work week shall receive premium overtime of

- (a) **The standard hours of work shall consist of four (4) ten (10) hour shifts per week. A week will be comprised of seven (7) consecutive calendar days, beginning at the start of the individual's shift.**
- (b) **Each day shall be identified in the ordinary calendar sense, commencing and ending with midnight, except where the shift extends into the next calendar day and is identified with the day in which it commences.**

- (c) **An employee shall receive premium overtime, of time and one half (1-1/2) times their wage for all hours worked;**
 - (i) **in excess of ten (10) hours on any given day; and**
 - (ii) **in excess of forty (40) hours in any given week.**
 - (iii) **on the first and third days of scheduled days off, except in the when such days are worked as a result of a change in shift schedule.**
- (d) **An employee shall receive premium overtime, of two (2) times their wage for all hours worked;**
 - (i) **in excess of fifty (50) hours in any given week.**
 - (ii) **on the second day of scheduled days off, except when such days are worked as a result of a change in shift schedule.**

14.03 -

- (a) Overtime premium and shift premium shall not be pyramided.
- (b) An employee off work on WSIB Benefits, Short or Long Term Disability, shall not be deemed available for overtime after their last normal (regular) shift of work and not before their normal starting time on the day they return to work.
- (c) An employee off work on Bereavement Leave or Personal Leave of absence shall not be deemed available for overtime. The employee may request, in writing, stating the time they will be deemed available on the final day of leave.
- (d) Should an employee elect to take a personal leave of absence on Corporately scheduled day(s) of closure they will be eligible to be contacted for overtime purposes in accordance with overtime call-in procedures.
- (e) An employee off work for medical or dental appointment will be deemed eligible for overtime.
- (f) A suspended employee shall not be deemed eligible for overtime until the completion of their first shift back after suspension.
- (g) An employee required to work an additional two (2) hours consecutive to their regularly scheduled shift shall be provided with a meal allowance of \$15.00.

An employee required to work an additional two (2) hours consecutive to a full overtime shift (equal to the number of hours in their regularly scheduled shift) shall be provided with a meal allowance of \$15.00.

14.04 –

- a) It is understood that overtime opportunities shall be distributed as equitably as practicable among all employees who normally perform the job classification in their division by overtime lists created.

Call out lists will be posted at each major work location, listing the employees eligible and qualified for overtime in order of seniority at that location.

Major Work location is defined by:

- Municipal Works – Lake Street Service Centre
- Victoria Lawn Cemetery – Operations
- Arena/Pool Operations
- Custodial Operations

An employee is automatically placed on the call out list for their classification. An employee may remove themselves from a call out list by providing five (5) days written notice to the Corporation. An employee who has removed themselves from a call out list and who would like to be added back on, may apply to their supervisor for reconsideration.

- b) Overtime shall be distributed within each department, insofar as is practical, with the first opportunity to employees in the classification who normally perform the work (subject to Article 2.03) on the basis of lists posted at each major location, listing by classification, employees working at or from that location. The last person called shall be marked. The word “called” shall mean the act of contacting or the act of deeming their eligibility in accordance with the Collective Bargaining Agreement. Lists are to be kept up daily.
- (i) First backup in any classification shall be called in rotation on the basis of a list made up by seniority of employees within that section.
 - (ii) Second backup in any classification shall be called in rotation on the basis of a list made up by seniority of employees from the other sections and departments.
- c) Opportunities for overtime for winter control shall be distributed by the Corporation on the basis of lists specific for winter control operation. These lists will take into account specialized pieces of equipment as determined by the Corporation.
- d) When an employee is deemed qualified and submits a written request to be added to an overtime list, the Corporation will make a decision on whether to add the employee to the overtime list within five (5) working days. Should the decision be to add the employee to the list, they will be added within three (3) additional working days.

14.05 - Employees will not be required to suspend work during regular working hours in order to circumvent the payment of overtime rates, nor to work split shifts as a result of emergencies.

14.06 - An employee shall not be asked to work more than sixteen (16) consecutive hours except in the case of an emergency.

14.07 - Commencing with the first pay period following the signing of this Agreement, and at the option of the employee registered in writing and subject to renewal effective the first pay period following the overtime bank reset referenced below, the employee must deposit all overtime pay earned in their overtime bank.

Newly hired employees can choose to bank overtime in their first year of hire. Banking must be declared at the time of their first overtime opportunity.

Once the employee elects not to deposit their overtime pay in the overtime bank they cease the right to bank any further overtime until the overtime bank resets.

Contributors may withdraw time from the bank subject to operational requirements as determined by the Corporation as time off for personal business and each hour of banked time used will be paid out at the employee's rate of pay at the time the pay was banked.

Contributors who have elected to bank may withdraw monies, in hourly increments, at the end of April and July in each calendar year. Requests for withdrawals must be submitted in writing by the last Thursday of the designated months and payments will be processed on the first full pay of the following month. Withdrawals as outlined do not prohibit contributors from continuing to bank.

Any credits unclaimed shall be paid on the first pay of November at the rate of pay at the time the pay was banked. The overtime bank resets after this payment is made.

14.08 - An employee who is entitled to overtime and who misses out on this overtime because of an error in the call out (not through any fault of their own) which results in someone else working the overtime will be paid as if they had worked the same hours as the employee who did receive the overtime.

14.09 – In emergencies, every reasonable effort should be made to call in all available, qualified employees before contractors. Calls will be made in accordance with overtime call in provisions. Should a contractor be hired, they will remain on the job until they are relieved by the next City crew.

ARTICLE 15 - VACATIONS

15.01 -

- a) The vacation runs from January 1st to December 31st.
- b) Vacation entitlement in days is based on the number of years of service on December 31st of the vacation year.
- c) A regular employee shall receive a vacation and vacation pay on the following basis:

Years of Service by December 31st	Vacation	Vacation pay as a % of Earnings in the year ending December 31st
Up to 1 year	8 hours per month, up to a maximum of 80 hours	4%
1 yr. but less than 8 yrs.	3 weeks	6%
8 yrs. but less than 15 yrs.	4 weeks	8%
15 yrs. but less than 23 yrs.	5 weeks	10%
23 yrs but less than 26 yrs.	6 weeks	12%

Twenty-six (26) years and thereafter – 6 weeks plus **eight (8) hours** for each additional year of completed service to a maximum of 40 hours.

Vacation shall be calculated in hours where one (1) week is the equivalent of 40 hours.

Vacation pay will be provided at the time vacation is taken by the employee. Any adjustments shall be made following December 31st and no later than January 15th

A casual employee shall receive vacation and vacation pay in accordance with The Employment Standards Act.

A vacation may not be taken and vacation pay may not be paid during paid sick leave (S.T.D. or L.T.D.) or while collecting WSIB benefits.

15.02 - In calculations under Article 15.01, "earnings" shall

- (a) (1) for an employee who has been absent under WSIB as a result of an accident incurred as an employee of the Corporation; and
- (2) for an employee who is on authorized but unpaid sick leave, include an amount equal to their average weekly earnings during the balance of the year, for each complete week of absence so caused, subject to a maximum of thirteen (13) weeks in any twelve (12) month period.

- (b) An employee who as a result of the calculation applied in Article 15.02 (a) (1) & (2) would not receive pay for their vacation period will be given the option of either taking the vacation without pay or forfeiting the vacation time and returning to work. If the employee receives partial pay for the vacation day, they will take the complete day off.
- (c) Employees who do not work and are not paid during the qualifying period of January 1st to December 31st in any given year will not receive any vacation pay for that period.

In no case shall the vacation pay payable to an employee due to this Article 15.02 exceed the amount payable under Article 15.01.

15.03 - The following procedures shall be followed, subject to the provisions of The Employment Standards Act, as appended.

- (a) For the vacation periods outlined below employees must submit their vacation requests by the submission due date to have preference by seniority. The employer shall set the vacation periods, taking into account the wishes of the employees on the basis of seniority, and shall post the vacation schedule as outlined below. Employees may request reallocation of approved vacation from their supervisor. Requests will be considered factoring in operational needs.

Vacation requests submitted after the submission due dates will be considered on a first come, first served basis.

**Municipal Works – Lake Street Service Centre
Victoria Lawn Cemetery - Operations
Custodian Operations**

Vacation Period	Submission Due Date	Submission Response Date
January 1 – April 30	October 15	November 15
May 1 – December 31	March 15	April 15

Arena/Pool Operations

Vacation Period	Submission Due Date	Submission Response Date
January 1 –May 15	November 15	December 15
May 16 – December 31	April 1	April 30

- (b) An employee entitled to up to two (2) weeks' vacation may take it at one time during the period from May 1st to October 31st subject to subsection (a) above. This shall not prevent an employee from receiving a three (3) week or four (4) week vacation at one time if it can be arranged by the department concerned factoring in operational needs.
- (c) Employees shall take their full vacation entitlement in a maximum period of two (2) years and will have the vacation scheduled at the end of the second year by the Corporation if such vacation is not scheduled by the employee. **Vacation carryover is only allowed once in a two (2) year period.**

- (d) The vacation week shall comprise seven (7) consecutive calendar days, commencing at the end of the employee's last scheduled shift preceding the vacation.
- (e) No vacation shut-down will be scheduled without prior consultation with the Union.

15.04 –

- (a) An employee who leaves or is terminated from the Corporation shall have their vacation entitlement prorated with the vacation entitlement year.
- (b) In the year of retirement, and in the event of the death of an employee, the full vacation entitlement for the year shall be granted, the payment for a deceased employee being made to the employee's designated beneficiary or to the employee's estate.

15.05 - An employee incapacitated by illness or injury while on vacation shall, on the production of evidence satisfactory to the Corporation, have their vacation time reinstated in accordance with Corporation Policy. An employee, who is required to appear for Jury Duty or is requested by the Corporation to appear as a witness in a Court proceeding or is subpoenaed to appear in court during their vacation period, shall have their lost vacation time reinstated.

15.06 - For the purposes of calculating years of service for vacation purposes under Article 15, casuals who are hired as regular employees and who have no break in service will have their start date as a casual used for calculating years of service.

Employees who were hired as casuals and who were laid off and then re-hired will have the date of re-hire used for calculating years of service.

ARTICLE 16 - PAID HOLIDAYS

16.01 - Each employee shall be entitled to a holiday with pay on each of the following days, or a day declared in lieu thereof, or shall receive the equivalent of their regular days pay, at the discretion of the Corporation. Employees on temporary upgrades will be paid the daily standard wage of the classification of the upgrade, only after the employee has worked ten (10) or more consecutive days in that classification, provided

- (i) they work their scheduled working days next preceding and next following the holiday, unless excused in writing by their Division Head or is otherwise entitled to be paid for such preceding or following days, or would be, except for the application of Article 23.02, and;

(ii) they have worked in the week in which the holiday is observed.

New Years Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Boxing Day
Canada Day	Christmas Day
Civic Holiday	

A floater holiday shall be provided for Remembrance Day, Easter Monday, a Christmas Holiday, and Heritage Day. These holidays will be scheduled by the supervisor in the same manner as vacation requests.

Should the Corporation decide to grant a day's pay in lieu of a holiday; it will give prior notice and opportunity of discussion to the Union.

16.02 - When an employee who works a five (5) day work week is scheduled to work on the day of observance of one (1) of the paid holidays;

- a) and who works on such paid holiday, shall receive in addition to the pay provided in Article 16.01
 - i) time and one-half (1 1/2) their wage rate for all hours worked on the paid holiday, unless
 - ii) the paid holiday is observed on a Sunday, in which case they shall receive double time their wage rate for all hours worked on the paid holiday.
- b) and who does not work on such paid holiday, shall not receive the pay provided in Article 16.01 unless excused in writing by the Division Head.
- c) An employee who is not scheduled to work but who is called in to work on the day of observance of a paid holiday shall be paid at two (2) times their wage rate for all such hours worked.

Consideration will be given to a day off with pay in lieu, consecutive with normal working days off; and such day shall not be later than the employee's next annual vacation, and such lieu day substituted shall be the paid holiday for that employee.

16.03 – When an employee who works a four (4) day work week is scheduled to work on the day of observance of one (1) of the paid holidays;

- a) and who works on such paid holiday, shall receive in addition to the pay provided in Article 16.01 time and one-half (1 1/2) their wage rate for all hours worked on the paid holiday.
- b) and who does not work on such paid holiday, shall not receive the pay provided in Article 16.01 unless excused in writing by the Division Head.
- c) When there is mutual agreement, the employee may take a lieu day during the arena season and it will be a ten (10) hour lieu day and when there is a mutual agreement the employee may take a lieu day after the arena season and it will be an eight (8) hour lieu day.

- d) **When the employee is scheduled to work on a statutory holiday and does not work because the facility is closed and no work is available, the**
- e) **employee shall receive the equivalent of their regular days pay.**
- f) **Double time will not be paid for statutory holidays observed on Sundays.**

16.04 - If a paid holiday is observed during an employee's vacation, such employee shall be given another days vacation with pay at a time subject to suitable arrangements being made.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 - An employee will be granted

- (a)
 - (i) An employee who works a five (5) day work week will be entitled to up to five (5) consecutive working days' leave of absence with pay on the death of a spouse, child/step-child, father/step-father, mother/step-mother, father-in-law, mother-in-law, brother/step-brother, sister/step-sister, or grandchild/step-grandchild.
 - (ii) An employee who works a four (4) day work week will be entitled to up to four (4) consecutive working days' leave of absence with pay on the death of a spouse, child/step-child, father/step-father, mother/step-mother, father-in-law, mother-in-law, brother/step-brother, sister/step-sister, or grandchild/step-grandchild.
- (b) An employee will be entitled to up to three (3) consecutive days leave of absence with pay on the death of a person who is relative of the employee or the employee's spouse and normally resides in the employee's household, a grandparent/step-grandparent or spouse's grandparent/step-grandparent.
- (c) An employee will be entitled to up to two (2) days leave of absence with pay on the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece or nephew.
- (d) An employee may request to save one (1) or more days received under this article with approval of their manager.
- (e) **One (1) day leave of absence with pay to attend the funeral as a pall bearer.**
- (f) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, upon an employee's request, the Department Head, on consultation with the Director of Corporate Support Services, may grant additional paid bereavement leave.

- (g) Casual employees will be granted leave of absence in accordance with the above and seniority shall be accumulated during such leave as though it was time worked.
- (h) If death occurs in an employee's immediate family as described in Article 17.01 (a), (b) or (c) while the employee is on vacation, they shall be granted the appropriate bereavement leave and have their lost vacation time reinstated.

17.02 - When requested by the Corporation, the employee shall provide an obituary or other reasonable proof that is satisfactory to the Corporation.

ARTICLE 18 - SHIFT PREMIUMS

18.01 - Employees who work a five (5) day work week and who work a shift other than a standard day shift shall receive a premium of:

- (a) **Ninety-five cents (\$0.95)** for each hour worked on a shift starting on or after 10:00 a.m., but before 6:00 p.m.
- (b) **One dollar and fifty cents (\$1.50)** for each hour worked on a shift starting on or after 6:00 p.m., but before 4:00 a.m.
- (c) **One dollar and thirty-five cents (\$1.35)** for each hour of a day shift worked before 6:00 a.m.

18.02 - Employees who work a four (4) day work week shall receive a premium of:

- (a) **Ninety-five cents (\$0.95)** for each hour worked on a shift starting on or after 10:00 a.m., but before 6:00 p.m.
- (b) **One dollar and fifty cents (\$1.50)** for each hour worked on a shift starting on or after 6:00 p.m., but before 4:00 a.m.
- (c) **One dollar thirty-five cents (\$1.35)** for each hour of a day shift worked before 6:00 a.m.

18.03 - An employee whose regular work schedule requires them to work on six (6) or seven (7) consecutive days shall receive a premium of one dollar and **fifty cents (\$1.50)** per hour for all hours worked on the sixth (6th) or seventh (7th) day.

ARTICLE 19 - TRANSFERS (TEMPORARY)

19.01 - An employee who is transferred from their classification

- (1) if the rate of their new classification is higher than that of their classification, shall receive the rate for the new classification after working in it for one (1) hour;

- (2) if the rate of their new classification is lower than that of their classification, shall receive:
- (a) the rate of their old classification
 - i. if the transfer is made by the Corporation when work is available for them in their classification.
 - ii. at the end of a seasonal operation which operates more than six (6) months in twelve (12);
 - iii. if the transfer is for reasons other than those in subsection 1 and 2, for a period of one (1) week; and after such one (1) week, the rate of their new classification.
 - (b) the rate of their new classification after working in it one (1) hour, if the transfer is made at the request of the employee.
- (3)
- (a) In the event of a temporary vacancy under three (3) months where the Corporation does not intend on upgrading for the position, the Corporation shall offer the transfer to the most senior employee(s) in that classification. If there is insufficient interest for the required temporary vacancy, the employer will designate the most junior employee(s) in that classification to fill the position.
 - (b) In the event of a temporary vacancy under three (3) months for an upgrade/transfer position, the Corporation shall offer the transfer to the most senior qualified employee(s) in that classification. If there is insufficient interest, the Corporation shall offer the upgrade/transfer to the qualified employee(s) within the section by seniority. If no employee in the section accepts the upgrade/transfer, the employer will designate the most junior qualified in the section to fill that position.

ARTICLE 20 - CALL-IN PAY

20.01 - An employee who is called in for work outside their standard hours other than for scheduled overtime work, shall be paid either

- (a) a minimum of four (4) hours at straight time; or
- (b) at their applicable overtime rate for the time worked on the call-in whichever is the greater.

20.02 - An employee who fails to report for call-in duty at the time specified, or within one (1) hour of being called, whichever is the later, shall not be eligible for the benefits of Article 20.01 except under conditions acceptable to the Division Head.

ARTICLE 21 - PAY ON DAY OF INJURY

21.01 - An employee, who is injured while in the course of their employment at work and is unable to continue to work because of such injury, shall be paid at the rate at the time of injury for the balance of their regular shift.

21.02 - An employee who has received payment under Article 21.01 shall receive pay for regularly scheduled time necessarily spent at the doctor's office for further medical treatment of the injury during working hours subsequent to the day of the accident.

21.03 - In the event that an employee who has been injured while on duty for the Corporation is unable to perform their normal duties on their return to work, they shall be given fair consideration for any work which is available which they can perform to the satisfaction of the Corporation, and their rate of pay shall be the rate for that classification or their rate of pay at the time of injury, whichever is greater.

ARTICLE 22 - EMPLOYEE INSURANCE PROGRAM

22.01 - The Employee Insurance Program shall consist of:

Item 1 - Employer Health Tax or its successor;

Item 2 - Green Shield Semi-Private Hospital Supplement, or equivalent;

Item 3 - Subject to the requirements of the insurer that the employee must be actively at work on the effective date, group life insurance and accidental death and dismemberment insurance, each in an amount equal to two (2) times the basic annual wages to the next higher \$500.00, adjusted effective on the first day of the next month following any changes in personal coverage, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement, or coincidental with any general rate adjustments provided for in the terms of the Agreement; and on normal retirement, a paid-up policy in the amount of \$6,000 – OR - a retiring allowance in the amount of \$4,000 as a lump sum payment less deductions, or as a direct transfer to a Register Retirement Savings Plan (RRSP) with confirmed contribution room.

Item 4 - Green Shield for Hospital Care Extended Health Benefits Plan (\$25/\$50 deductible), or equivalent, with the following riders:

- **Prescription Eyewear** - \$450 per person every twenty-four (24) months for prescription eyewear or corrective eye surgery.
- **Eye examinations** - Maximum of \$100.00 every twenty-four (24) months.
- **Hearing Aids** - \$700.00 for hearing aids per year for employee and \$500.00 for each dependant per year.
- **Physiotherapy** - \$90.00 per visit for employee and \$70.00 per visit for dependants on the referral of a medical practitioner.

- **Massage therapy, Chiropractor, Naturopath, Osteopath, Acupuncture** \$700.00 per practitioner maximum to a combined maximum of \$1,800 per year with a \$90.00 per visit maximum.
- **Psychologist, Social Worker/Counsellor, Master of Social Work and Psychotherapist:** up to a maximum of \$3,000 per calendar year.
- **Drug Plan - Drug Formulary 3,** which eliminates over the counter drugs and provides for automatic generic substitution where there is no difference in therapeutic value.
- **Orthotics** – two (2) pairs per calendar year to a maximum benefit of \$400.00 per year per person.
- **Private Duty Nurse** – maximum of seventy-five (75) shifts per calendar year.
- **Glucose Monitoring Systems** – subject to medical prior authorization by the insurance carrier and as second payer when eligible under applicable government programs; balance for eligible reimbursements up to a maximum of \$2,000 per calendar year per person;
- **Health Care Spending Account** in the amount of \$300 per year for single benefit coverage or \$700 per calendar year for family benefit coverage; subject to the terms and conditions as outlined by the insurer. Unused amounts have no cash value and cannot carry forward to the next year.

Item 5 - Green Shield Dental Care Plan, or equivalent, on a one (1) year lag for the Ontario Dental Association schedule of fees for all subsequent years, with a preventative oral recall examination and preventative services occurring once every nine (9) months for persons over the age of twelve years and once every six (6) months for persons twelve years and younger.

The Corporation will provide a benefit that will cover Dentures, Orthodontic Services, crowning and capping. This benefit will be 50/50 co-insured to a maximum of \$3,000 every ten (10) years per eligible person, meaning a maximum claim of \$6,000 per insured every ten (10) years.

Item 6 - Long-Term Disability Insurance for employees eligible under Article 23 and the terms of the insurance with a two (2) year "return-to-own occupation" clause.

Item 7 - The benefits listed in Article 22.01 Item #2, Item #4 and Item #5 will be covered for spouse and dependent children until the end of the twenty-fourth (24) month after the death of the employee or the date that the employee would have turned 65 years of age, whichever is earlier.

Item 8 – Regular employees who work full time past age sixty-five (65) will be entitled to the following items:

- Item 1, 2, 4, 5
- Paid up \$6,000 life insurance policy at age 65 – OR - a retiring allowance in the amount of \$4,000 as a lump sum payment less deductions, or as a direct transfer to a Register Retirement Savings Plan (RRSP) with confirmed contribution room.

Regular employees who work full time past age sixty-five (65) are not entitled to Long-Term Disability. An employee over the age of sixty-five (65) who has exhausted their short-term disability entitlements under Article 23.01, may request a leave of absence in accordance with Article 11.01.

22.02 - Participation for eligible employees shall be on the following basis:

Item 1 - in accordance with Employer Health Tax or its successor;

Items - 2, 3, 4 and 5 - Optional;

Item 6 - Mandatory.

22.03 - Employees shall be eligible for enrolment:

- (a) for Items 1 and 2 on employment;
- (b) for Items 3, 4, 5 and 6 on attaining seniority, if a regular employee.

22.04 - The Corporation shall pay, for each participating employee who has attained seniority as a regular employee, all of the cost of all of the items, and for each participating employee who has attained seniority as a casual employee, all of the cost of Items 1 and 3. Items 2 and 4 are to be made available on an optional basis at the employee's cost and Item 5, without the Dentures, Orthodontic, Caps and Crown Rider to be made available at the Employer's cost, except that an employee;

- (a) (i) - on disability benefits under Workplace Safety and Insurance Board Act, for a period not in excess of eighteen (18) months, or
(ii) - on authorized leave of absence.
- (b) an employee laid off or terminated shall cease to qualify for the above benefits at the end of the calendar month in which they are laid off or terminated; however, where a layoff is of a temporary nature, the person laid off may continue under the Program by paying the total cost to the Corporation by the fifteenth (15th) day of each month.

22.05 -A regular employee covered by the Employees Insurance Program is subject to co-ordination of benefit payments, where an employee or spouse has coverage under more than one benefit plan. The employee agrees to disclose any benefit coverage by which they or their spouse are covered, that duplicates the coverage of this plan. The employee is responsible for promptly informing the Corporation of any change in the employee's eligibility or that of their dependents for coverage under the insurance plans.

22.06 - The Corporation may at any time substitute another carrier for any of the benefits in Article 22, provided that the benefits conferred thereby are equivalent to existing benefits, and there is no increase in the premium cost to an employee. Such substitution will not occur in less than sixty (60) working days written notice to the Union.

When such notice is provided, the Corporation will meet with the Union to discuss the changes.

ARTICLE 23 - SICK LEAVE PLAN

23.01 Sick Time

- a) Effective upon ratification, the Employer shall provide 100 sick hours in a calendar year for all eligible regular employees who are absent from work due to illness or non-occupational injury. Any unused sick hours shall not be carried over into the following calendar year and shall have no cash value. A regular employee who has satisfactorily completed their probationary period will have their sick hours pro-rated for the remainder of the calendar year.
- b) Following the ratification of the 2022-2024 Collective Agreement, each regular employee shall be provided with one-time allotment equivalent to two (2) days that may be used to serve to reduce the unpaid waiting period in Article 23.02(b) should the employee have exhausted their sick time in Article 23.01(a), the unpaid waiting period can be reduced by one (1) day and up to a maximum of three (3) days per Short-Term Disability occurrence.
- c) Following the ratification of the 2022-2024 Collective Agreement, every calendar year thereafter that a regular employee uses 60% or less sick time hours shall serve to reduce the unpaid waiting period in Article 23.02(b) by one (1) day. Having exhausted the sick time benefits in Article 23.01(a), the unpaid waiting period can be reduced by one (1) day and up to a maximum of three (3) days per Short-Term Disability occurrence.

It is understood that there is no limit on the maximum amount of days that may accumulate to offset unpaid waiting period for STD.

- d) An employee who is required to absent themselves from the workplace part-way through their shift for reasons related to illness or non-occupational injury will have their sick bank deducted up to the nearest one (1) hour.

23.02 Short-Term Disability

- a) Eligibility for Short-Term Disability Plan
 - (i) With the exception of employees returning from Long-Term Disability leave whose eligibility for Short-Term Disability pay is as described in Articles 23.02(a)(ii) and (iii), each regular employee is eligible for Short-Term Disability pay as provided for in Article 23.2(b) after completing three (3) consecutive months of service following the employee's first day of active work as a full-time permanent employee.

- (ii) Regular employees returning from Long-Term Disability (LTD) leave who have a recurrence of the same or related disability, as determined by the LTD provider, within six (6) months of returning to work shall apply to reopen the previous Long-Term Disability claim. If the recurrence claim is not approved, eligibility for Short Term Disability pay shall be in accordance with Article 23.02(a)(iii).
- (iii) Regular employees returning from Long-Term Disability leave must complete five (5) consecutive weeks of being at work performing the employee's regular or modified duties and working the employee's regular or modified number of hours, before becoming eligible for reinstatement of Short-Term Disability pay as provided for in Article 23.02(b). Where this period of five (5) consecutive weeks is interrupted by an approved leave, excluding unpaid leaves and leaves related to injury or illness, the period will be extended by the same number of days.

For greater clarity, in cases of recurrences of the same or related disability, as determined by the LTD provider, the employee must have exhausted the process to reopen the previous Long-Term Disability claim and have completed five (5) consecutive weeks of being at work in the employee's position, performing the employee's regular or modified duties and working the employee's regular or modified number of hours, before becoming eligible for reinstatement of Short-Term disability pay.

b) Short-Term Disability Leave Plan

The Employer shall provide eligible employees per Article 23.02(a) with a Short-Term Disability (STD) Leave Plan entitlement, as provided for in Article 23.02(d) upon the completion of a three (3) day waiting period per absence. Short-term disability coverage shall begin on the fourth (4th) day of absence. During the waiting period, an employee shall continue receiving full pay by drawing on their unused sick days per Article 23.01. If the employee does not have sufficient sick days/hours per Article 23.01, they shall receive full pay for the number of unused sick hours in their sick hour allotment and the remainder of the waiting period shall be unpaid. If an employee has exhausted their sick days per Article 23.01 they will be subject to a three (3) day unpaid waiting period prior to receiving short-term disability leave benefits. For employees who have exhausted their sick hour allotment per Article 22.01, the three (3) day waiting period can be covered by existing vacation or lieu time entitlements if so requested by the employee.

- c) Upon receipt of medical documentation, the unpaid waiting period shall be waived if the employee is hospitalized for surgery, including day surgery or has commenced an overnight hospital stay on day one (1) of their absence. In such cases, short-term disability benefits will start immediately. In exceptional circumstance the three (3) unpaid days for STD may be waived in order to meet obligations under the Ontario Human Rights Code. The Corporation reserves the right to seek additional medical documentation.

- d) The STD Leave plan will provide the following features to be paid out for a total of seventeen (17) weeks as a percentage of the employee's standard daily wage:

Length of Service	Weeks at 100%	Weeks at 75%
Three (3) consecutive months of service but less than 12 months	3	14
1 year but less than 2 years	5	12
2 years but less than 3 years	7	10
3 years but less than 4 years	9	8
4 years but less than 5 years	11	6
5 years but less than 6 years	13	4
6 years but less than 7 years	15	2
7 years and over	17	0

- e) Any employee reporting back to work from a short-term disability incident and unable to complete that shift due to continuing illness or injury shall be considered as not having returned to work, and provided the employee notifies their supervisor or designate, prior to leaving work, shall be considered to be still on short-term disability on the same incident without interruption.
- f) Deductions for Canada Pension Plan (CPP), Employment Insurance (EI) and OMERS will continue during the "Short-Term" disability period.
- g) The employee will file for a disability claim under OMERS, either for waiver of premium or disability pension benefits when eligible. The employer will advise the employee when they are eligible.
- h) During the Short-term period of disability, periods of disability separated by less than five (5) consecutive weeks of being at work performing the employee's regular or modified duties and working their regular or modified number of hours will be considered the same period of disability and the employee will resume STD benefits to a maximum of seventeen (17) weeks in total for the combined absences. Where an employee has been at work performing regular or modified duties and working their regular or modified number of hours for a period of five (5) consecutive weeks, the employee shall be restored to their full STD entitlement in accordance with and subject to Article 23.02(a)(ii) and (iii). Where this period of five (5) consecutive weeks is interrupted by an approved leave, excluding unpaid leaves and leaves related to injury or illness, the period will be extended by the same number of days.
- i) There will be no deduction in pay for the first hour for a regular or causal employee to attend a medical or dental appointment. It is understood that employees will make every effort to book medical appointments so as to cause the least interruption of service. Further it is understood that this will not constitute the deduction of a sick hours from Article 23.01.
- j) In circumstances where an employee is unable to attend work due to an order given by a public health authority or the employer to isolate, the associated days/hours of absence will not be deducted from the sick day time allotment in Article 23.01. Days where an employee is sick or infected will be deducted from the sick time allotment in Article 23.01. Employees may be required to provide

confirmation of public health direction to isolate and/or may be required to participate in a return-to-work process.

- k) Should an employee have a serious chronic condition where ongoing medical treatment is required, and is medically documented, and is considered a disability under the Human Rights Act, it would be treated as such by the Corporation. The Corporation reserves the right to seek additional medical documentation.

23.03 Eligible regular employees, who provide medical documentation of a disability illness or non-compensable accident, shall be paid in accordance with Articles 23.01 and 23.02, and **23.04(a)**. The Corporation reserves the right to seek additional medical documentation. Whenever the Corporation requires an employee to produce a medical certificate, the Corporation will reimburse the employee the cost for such certificate provided a receipt from the physician accompanies such certificate.

23.04 Long-Term Disability

- (a) City Paid Benefits

Once the seventeen (17) weeks of Short-Term Disability benefits are exhausted per 23.02, Long-term disability (LTD) pay for eligible employees will be maintained at seventy-five percent (75%) by the Corporation for weeks eighteen (18) to twenty-six (26) inclusive.

- (b) Disability Insurance Plan

Continued disability benefits beyond twenty-six (26) weeks will be the sole responsibility of the Disability Insurance Plan. The employee will apply to the Long-term Disability Insurance Plan provider to be considered for LTD benefits. The employees must meet the qualifying conditions of the Long-term Disability Insurance Plan provider in accordance with the terms and conditions of the master policy.

- c) Long-Term Disability Insurance Plan, when in effect, will provide seventy-five per cent (75%) of income, based on own occupation for a minimum period of two (2) years.
- d) The employee will apply for CPP long-term disability benefits when eligible.
- e) Any long-term disability benefits will be reduced by disability benefit payments received under CPP, OMERS, or from WSIB per the Long-Term Disability Insurance Plan provider master policy so that total benefits do not exceed seventy-five per cent (75%) of regular pay.
- f) During the long-term disability period, insurance plans as outlined in Article 22.01, will be continued on behalf of the employee by the Corporation. Long-term disability income benefits will not extend beyond age sixty-five (65).
- g) Employees off on LTD for thirty (30) months or greater will have their seniority date frozen at the end of the thirty (30) months.

- h) Long-term Disability will be paid out at seventy-five per cent (75%) of the employee's standard daily wage.

23.05 - For purposes of this Article:

- (a) "non-compensable accident" shall be deemed to mean
 - (1) - an accident suffered on the job for which compensation in lieu of wages is not received from The Workplace Safety and Insurance Board, including disallowance because of the Board's requirements for a minimum period of disability; and
 - (2) - an accident suffered other than while at work.
- (b) "standard daily wage" shall be the product of the employee's basic hourly rate in their normal classification multiplied by their standard number of daily hours.
Employees on temporary upgrades, who use the sick leave plan, will be paid the daily standard wage of the classification of the upgrade only after the employee has worked (10) ten or more consecutive working days in that classification and will be eligible for the upgraded pay for a time equal to the number of days that they worked in the upgraded classification.

ARTICLE 24 - PENSIONS

24.01 - The Corporation shall continue the pension plan under the Ontario Municipal Employees Retirement System, as amended from time to time.

24.02 - The Corporation agrees to pay until the age of sixty-five (65), the cost of Items 1, 2, 3, 4 and 5 contained in Article 22.01 for employees who retire using the OMERS 90 Factor. This undertaking shall be subject to the Corporation's authority under the laws of the Province of Ontario to make such an agreement.

ARTICLE 25 - EMPLOYMENT

25.01 - Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that if the introduction of new equipment, **technological change**, the contracting out of services, the planned cessation of operations, or local government re-organization resulting from a decision of the Corporation makes it necessary to displace employees with more than one (1) year's seniority, no such employee shall be laid off or have their employment terminated, unless they cannot be employed satisfactorily either through the normal exercise of their seniority or after reasonable on-the-job training for a vacancy that arises in the unit during the period of notice.

The period of notice under any of the foregoing circumstances shall be a minimum of six (6) months. Should termination occur under this Article, a severance allowance shall be paid in an amount which shall equal two (2) weeks' salary for each completed year of service to a maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.

25.02 - Should the Corporation merge, amalgamate, or combine any of its operations or functions with another municipality, the Corporation will endeavour to arrange, where practical, for the retention of seniority rights, salary and wage levels for each employee of the Corporation who thus becomes an employee of such other municipality.

25.03 - Should a function be removed from the jurisdiction of the Corporation by a decision of another authority, the Corporation will use its best efforts to ensure an opportunity for the employees affected to transfer with the function; but should an affected employee elect to remain with the Corporation, the employee's rights shall be those provided for in the event of a reduction of staff.

25.04 –

- a) The Corporation shall post notice of any forthcoming training opportunities and trial programs for which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application therefore. Such notices shall be posted for a minimum of ten (10) days. Selection of candidates for training opportunities shall be in accordance with Article 10.05.
- b) The Corporation maintains the right to select employees for mandatory training within their classification.

25.05 -

- (a) Contracting out is defined as the carrying out of work by a firm or a private contractor, which work was formerly done by the Corporation itself, utilizing its own regular staff and work crews.
- (b) It is recognized that certain services have in the past been contracted out and that the Corporation shall continue this practice without reference to the procedures discussed herein;
- (c) If the Corporation intends to contract out any service which will result in the reduction of the number of regular employees of the Corporation, the following shall occur:
 - (i) The Corporation shall give notice to the Union, sixty (60) working days in advance of the date the Corporation expects to consider a proposal to contract the service.
 - (ii) The Union may concur with the arrangement or prepare an alternate proposal. The Department Head shall meet with the Union within ten (10) working days of the notification for the purpose of discussing the proposed matter of contracting out. Information with respect to contracting out shall be made available to the Union at this time.
 - (iii) Where the Union and departmental management do not reach a common understanding, the management will present the Union's proposal to City Council or a committee thereof, along with the management proposal. This does not preclude the Union from requesting a delegation to appear before Budget Standing Committee and/or Council.

- (iv) The decision of Council shall be final and binding and there shall be no recourse to any grievance or arbitration procedures.

25.06 – When requested by the Corporation and authorized by the Department Head to use personal cars for Corporation business, employees who do so will be paid the Corporation's reimbursement rate which is based on the Canada Revenue Agency's (CRA) two tier automobile rates per kilometre.

ARTICLE 26 - HEALTH AND SAFETY

26.01 - The Corporation will continue to make adequate provision for the safety and health of employees during the hours of their employment.

26.02 -

- (a) Each supervisor and each employee shall be responsible for safe working practices and safe working conditions.
- (b) It shall be the responsibility of each supervisor to encourage and enforce safe working practices, and it shall be the responsibility of each employee to report unsafe working conditions and practices to their supervisor. Meetings of departmental supervision and staff to discuss safety matters shall be held as expeditiously as possible, and in any event within the week. The local Union Steward may be present at and participate in such meetings if their presence is deemed desirable by either party.
- (c) Safety recommendations submitted to the Corporation by the Union representatives will receive prompt and serious consideration with the aim of eliminating as far as practical, unsafe working conditions, unsafe working practices and other hazards to safety or health of employees during working hours.
- (d) A Union representative shall be paid for time spent in Safety Committee meetings.

26.03 – First Aid equipment will be provided on all trucks, and at other strategic locations, by the Corporation.

26.04 - The Corporation shall designate from time to time employees who shall be given, and who shall undertake, basic first aid training selected by the Corporation, which shall be conducted during the normal hours of employment, insofar as is practicable, and the employee shall not suffer any loss of income thereby.

ARTICLE 27 - PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

27.01 – Definition

- (a) Protective work clothing is attire worn over or in place of regular clothing to protect the employee from hazards. Protective work clothing may include, but is not be limited to coveralls, overalls, rainwear, jackets, high-visibility clothing and, in some cases, shirts and pants, where such clothing is either high-visibility, ballistic and/or fire-retardant.

27.02 – The parties recognize that protective work clothing requirements are governed by legislation and the parties are committed to compliance with all applicable legislation.

27.03 – The Corporation shall continue its present practices regarding protective clothing and, in addition, will supply:

- a) Goggles to employees who are required to perform duties where hazards exist that might affect the eyes or safety glasses as per the Supervisor's discretion;
- b) To each person classified as:
- 1) Distributor Operator, two (2) pairs of overalls and one (1) pair of heavy leather boots each year;
 - 2) Arborist I, Arborist II, Large Truck Driver/RBD, FR/Arc Flash Clothing; one (1) sweatshirt, two (2) long sleeve shirts, two (2) pairs of chainsaw pants, one (1) insulated bomber jacket, and one (1) pair of climbing boots each year; or an equivalent combination of the above.
 - 3) Technician, Night Service Person, Welder, Underground Services Operator, Utilities Worker, Temporary Underground Services Operator, Temporary Utilities Worker, five (5) pairs of clean overalls each week; or an equivalent combination of shirts and pants, as required.

Parks Operators regularly assigned to the Cemetery, Municipal Operators regularly assigned to the downtown location and Public Spaces Labourers five (5) pairs of clean overalls each week; or an equivalent combination of shirts and pants, as required.

Back-up Underground Services Operator, Back-up Utilities Worker, and Backhoe Operator, two (2) pairs of clean overalls each week, as required.
 - 4) Asphalt Worker shall have two (2) pairs of overalls replaced upon receipt of damaged/non-wearable old overalls, as required. Should laundering services for overalls become available, then eligibility would default pursuant to Article 27.03 (b) (3)
- c) The Corporation, upon receiving a single receipt, agrees to authorize the payment of up to **\$275.00** per calendar year for the purpose of purchasing C.S.A-Certified Grade 1 safety footwear bearing the green triangle patch to each employee who is required to wear safety footwear.

Asphalt worker(s) shall be eligible for reimbursement for one (1) additional pair of boots annually as required.

- d) Two (2) sets of coveralls, of which one pair may be insulated or alternately a ¾ length insulated jacket at the discretion of the employee, such clothing to be cleaned and maintained by the employee but remain the property of the Corporation.

27.04 - The Corporation may discontinue the practices provided for in Article 27.03 if their methods change, or if employees do not comply with reasonable rules in connection therewith.

27.05 – The clothing issued remains the property of the Corporation for which the employee is accountable and shall not be altered or tampered with in any way. Its replacement shall be through normal use; and except as otherwise specified, the cleaning and maintenance of the clothing shall be the responsibility of the employee.

27.06 – The Corporation will insure the tools of the licensed vehicle technicians against loss or theft while in use in the Corporation’s service.

27.07 – Notwithstanding the provisions outlined herein, the Union and the Corporation reserve the right to address any additional protective clothing or wearing apparel issues that may arise during the lifetime of the Collective Agreement, which may be amended in mutual consultation and agreement between the parties.

ARTICLE 28 - JURY DUTY

28.01 - An employee called for jury duty or subpoenaed as a witness in a court of law or other tribunal of competent jurisdiction shall absent themselves from work only to such reasonable extent as shall allow them to carry out such duty. Subject to Article 28.02 the employee shall be paid for their standard hours during such absence, at their standard rate of pay, provided that they pay over to the Corporation their jury fees or witness fees, excluding meal and mileage allowances.

28.02 - Upon receipt of a jury notice or subpoena, the employee shall at the earliest opportunity, advise their supervisor of the receipt of the jury notice or subpoena, the date of absence and the anticipated length of absence if known. The employee, at the time they advise their supervisor, shall elect whether to accept (a) the jury fee or witness fees, or (b) their standard rate of pay as provided in Article 28.01. Under no circumstances shall an employee receive both (a) jury fees or witness fees, and (b) their standard rate of pay.

An employee who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

ARTICLE 29 - REST PERIODS

29.01 - Each employee shall receive two (2) fifteen (15) minute rest periods per shift. They shall be as near as is practical to the middle of the two (2) half shifts and shall be scheduled by the Corporation.

ARTICLE 30 - GENERAL

30.01 - The Corporation agrees to the posting of Union notices on bulletin boards. Such notices shall relate to appointments, meetings, elections, and conventions of the Union and Union social and recreational affairs. All such notices shall be submitted to the Director of Corporate Support Services, or their representative who shall arrange for their prompt posting.

30.02 - Labour Market Review

At any point following the ratification of this Agreement, CUPE National Representative may present market data to the Corporation in an effort to demonstrate that specific positions / jobs within the bargaining unit that are lagging the 50th percentile of our defined market comparators by more than seven (7%). The Corporation will review the analysis and work with the CUPE National Representative to:

- identify market comparators
- assist the Union with obtaining accurate job descriptions and postings from comparator Employers where CUPE is not the bargaining agent for the comparator municipality
- ensure that the primary functions of the jobs being assessed are well matched (80%+) to the market comparator jobs
- ensure that the education, experience and hours of work requirements of the jobs being assessed are the same as the market comparator jobs
- ensure that the total benefits being offered by the market comparators are the same
- assist with any conversions that may need to occur in hourly rate from salary, if required, to ensure an accurate comparison
- determine if adjustments would have Pay Equity implications
- negotiate adjustments accordingly, at which point the Local Union Committee members may be involved in this process

ARTICLE 31 - JOB CLASSIFICATION

31.01 –

- (a) The Corporation will supply the Union with a job description for each classification in the Bargaining Unit. The description shall specify the principal functions of the job, but shall not be construed as a detailed description of all the work requirements inherent in the classification.
- (b) Within thirty (30) working days of receipt of a job description, the Union may request that it be discussed at a meeting between the Corporation and the Union. At such meeting, the Union may have present a representative employed in the classification.

31.02 –

- (a) If the Corporation establishes a new classification, or changes the basic requirements of a classification, or discontinues a classification, the Corporation shall set the pay group for the classification and notify the Union promptly of the particulars and meet with the Union to discuss the job duties. At the conclusion of the meeting, those in attendance on behalf of the Union will sign to confirm having been informed of the changes.
- (b) If, after the meeting, the parties fail to agree on the grading, within ten (10) working days a grievance may be filed to Step II. Each step in the grievance process thereafter will be heard within fifteen (15) working days of a decision. Should the matter progress to Step IV of the grievance process, an Arbitration Board shall use no criteria other than the classifications and pay groups in Schedule "A". The decision of the Arbitration Board shall be final and binding on the parties.

ARTICLE 32 - VALVE MAINTENANCE

Underground Service Operator – Valve Maintenance and Utilities Worker – Valve Maintenance

The Utility Worker – Valve Maintenance position shall be recognized as a new job classification and shall be included in Schedule "A" of the Collective Agreement under wage grade 6.

The Underground Service Operator – Valve Maintenance position shall work a steady day shift and shall have primary eligibility for overtime specific to valve maintenance operations and shall be called before the work is assigned to a regular Underground Service Operator. Valve maintenance operations is any work outside of the Underground Service Operator – Valve Maintenance employee's regularly scheduled workday pertaining to an active capital construction project. Secondary eligibility for overtime shall be for Underground Service Operator work, once all other Underground Service Operators within the regular job classification have been contacted and before the primary backup list.

The Utility Worker – Valve Maintenance position shall work a steady day shift and shall have primary eligibility for overtime specific to valve maintenance operations and shall be called before the work is assigned to a regular utility worker. Valve maintenance operations is any work outside of the Utility Worker – Valve Maintenance employee's regularly scheduled workday pertaining to an active capital construction project. Secondary eligibility for overtime shall be for Utility Worker work, once all other Utility Workers within the regular job classification have been contacted and before the primary backup list.

The Underground Service Operator – Valve Maintenance and the Utility Worker – Valve Maintenance; when not working on a capital construction project and as operationally required, will perform maintenance and repair duties within the respective regular job classification.

When either of the Underground Service Operator – Valve Maintenance or Utilities Worker – Valve Maintenance positions warrant coverage for greater than three (3) days, the corporation will assign work to the first willing senior employee(s) within the respective job classification.

ARTICLE 33 - NOTICES

33.01 - The Corporation will give the Union annual written notice of the names of the supervisory staff.

33.02 - Each employee shall keep their Supervisor informed of their current address and telephone number (if any). An employee who does not keep the office informed may lose the benefits of this Agreement regarding notice and may be subject to other discipline.

33.03 - Notice to the parties shall be addressed to:

- (a) City Hall, St. Catharines, in the case of the Corporation, and
- (b) The home address of the official concerned, in the case of the Union, with a copy to the business office at Two Westport Centre, 110A Hannover Drive, Suite 101, St. Catharines, Ontario, L2W 1A4, for information; but the Corporation shall be relieved of any responsibility or liability if the correct address has not been filed with the Human Resources Division.

33.04 – In all instances where written notice to the Union is required under the Collective Agreement, it shall mean the Union Committee.

ARTICLE 34 - APPLICATION OF AGREEMENT

34.01 - The provisions of Schedule "A" shall be effective from January 1st, 2025 but in no event shall any new or changed provisions apply to persons who left the employ of the Corporation prior to the date of ratification of this Agreement, unless such person left in the course of normal or disability retirement, or death; and all other provisions which are different from the Agreement which expired December 31st, 2021, shall operate from the date of signed of this Agreement, or as soon thereafter as can be arranged.

ARTICLE 35 - DURATION OF AGREEMENT

35.01 – This agreement shall remain in force for a period of three (3) years from January 1st, 2025, and thereafter shall continue from year to year, unless not more than ninety (90) or less than sixty (60) working days previous to December 31st 2027, or any subsequent year, either part gives written notice to the other party that it desires revision, modification or termination at December 31st following the notice.


35.02 – In the event of notice being given, negotiations with a view to arranging a new Agreement shall begin within fifteen (15) working days.

IN WITNESS WHEREOF the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and they Union has caused this instrument to be executed by its proper officers hereunto duly authorized, the day and year first above written.

Signed at St. Catharines, Ontario on **Monday June 23, 2025**

SIGNED, SEALED AND DELIVERED in the presence of

**THE CORPORATION OF THE
CITY OF ST. CATHARINES**

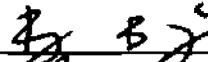


Mayor



Donna DeLuecchio
City Clerk (Acting)

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 150**
















SCHEDULE "A" - WAGE RATES

GRADE	CLASSIFICATION	01-Jan-25	01-Jan-26	01-Jan-27
1	No Positions	\$26.43 \$54,974.40	\$27.32 \$56,825.60	\$28.14 \$58,531.20
2	No Positions	\$28.10 \$58,448.00	\$29.04 \$60,403.20	\$29.91 \$62,212.80
2A	No Positions	\$28.81 \$59,924.80	\$29.78 \$61,942.40	\$30.67 \$63,793.60
3	Assistant Greenskeeper Building Custodian General Maintenance I* Parking System Maintenance Parks Operator I Patrol Person* Municipal Operator	\$29.22 \$60,777.60	\$30.20 \$62,816.00	\$31.11 \$64,708.80
4	Driver Watch Person*	\$29.96 \$62,316.80	\$30.96 \$64,396.80	\$31.89 \$66,331.20
5	Facilities Maintenance (uncertified) Flusher Operator Gardener I General Maintenance II Mausoleum Service Person Parking Systems Service Person Parks Operator II Roller Operator Sewer Systems Operator* Sprayer Operator Stumping Machine Operator	\$30.76 \$63,980.80	\$31.79 \$66,123.20	\$32.74 \$68,099.20
6	Greenskeeper Sweeper Operator Truck Driver - Night Service Person Truck Driver (over 20,000 GVW) Utilities Worker Utilities Worker – Valve Maintenance Public Space Labourer	\$32.12 \$66,809.60	\$33.20 \$69,056.00	\$34.20 \$71,136.00
7	Concrete Worker Forestry Labourer Facilities Maintenance (Certified) Gardener II General Maintenance III (Mason, Bricklayer) Traffic Systems Service Person Truck Driver Over (Winter Equipment Maint.) Water Meter Service Person	\$32.70 \$68,016.00	\$33.80 \$70,304.00	\$34.81 \$72,404.80

SCHEDULE "A" - WAGE RATES

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>01-Jan-25</u>	<u>01-Jan-26</u>	<u>01-Jan-27</u>
8	By-law Enforcement Officer*	\$33.24	\$34.35	\$35.38
	Facilities Maintenance (Certified)	\$69,139.20	\$71,448.00	\$73,590.40
	Hydraulic Backhoe Operator			
	Truck Driver (over 20,000 GVW) with Radial Boom Derrick			
	General Maintenance III (Playground Inspection and Repair)			
9	General Leadhand	\$33.92	\$35.06	\$36.11
	Nature Park Operator	\$70,553.60	\$72,924.80	\$75,108.80
	Facilities Equipment Maintenance*			
	Road Patroller			
10	Arborist I	\$34.63	\$35.79	\$36.86
	Arena Leadhand*	\$72,030.40	\$74,443.20	\$76,668.80
	Trades Leader*			
11	Equipment Maintenance	\$37.87	\$39.14	\$40.31
	General Maintenance IV - Carpenter	\$78,769.60	\$81,411.20	\$83,844.80
	General Maintenance IV – Electrician			
	General Maintenance IV - Facilities			
	General Maintenance IV - Metal Worker			
	General Maintenance IV - Plumber/Gas Fitter			
	Technician			
	Underground Services Operator			
	Underground Services Operator - Valve Maintenance			
	Arborist II			

**Currently redundant*

APPRENTICE RATES

Plumber

Apprentice - Start	60%
Apprentice - 6 mth	65%
Apprentice - 1 yr	70%
Apprentice - 1.5 yr	75%
Apprentice - 2 yr	80%
Apprentice - 2.5 yr	85%
Apprentice - 3 yr	90%
Apprentice - 3.5 yr	95%
Apprentice - 4 yr & C of Q Exam	100%

Technicians

Apprentice I - Start	60%
Apprentice II - Passed Schooling Block	75%
Apprentice III - Passed Schooling Block	90%
Passed Schooling Block & C of Q Exam	100%

SCHEDULE "B" NOTE

1. Cemetery

- Each employee up to a total of five (5) employees shall be paid six dollars (\$6.00) per hour for time spent on disinterment.
- **Cemetery employees** operating jackhammers while opening graves; or **Cemetery employees** operating tampers shall be paid an allowance of twenty (\$0.20) cents per hour for each hour so worked

2. Municipal Works

- **Municipal Operators** operating jackhammers, tampers, steam jennies, or concrete saws, or raking asphalt, shall be paid an allowance of twenty (\$0.20) cents per hour for each hour so worked.
- **Municipal Operators** operating rollers with a weight of one ton or less shall be paid twenty (\$0.20) cents per hour for each hour, while so assigned.
- **Employees** assigned to direct trainees will receive seventy-five (\$0.75) per hour while so assigned.
- For all certificates required by the Corporation, the Corporation will reimburse the cost of the certificate renewal.
- A premium of two dollars and fifty cents (\$2.50) for all hours worked where the wing (side) plow is attached.

3. Arena/Pool Operations

- Facilities Maintenance (Certified) = "B" Ticket and Certified Pool Operator **certification through Ontario Recreation Facilities Association (ORFA)**. To become a Facilities Maintenance (Certified) the employee must possess both certifications.
- Facilities Maintenance (Uncertified) = no "B" Ticket or Certified Pool Operator ORFA Licence.

One hundred and thirty (\$130.00) dollars will be paid to Technicians in lieu of a tool allowance monthly. Eligibility for this allowance will begin the first of the month after hire. Technicians absent under Article 23.01 (Short Term Disability) will be eligible for this allowance. Technicians absent for greater than four (4) consecutive weeks for any other reason will be entitled for the first four (4) weeks but not beyond.

SCHEDULE "B" – HOURS OF WORK

<u>Group</u>		<u>Starting</u>	<u>Stopping</u>	<u>Days</u>
Standard Hours of Work				
Unless otherwise designated		7:00 a.m.	3:00 p.m.	Mon-Fri
Unless otherwise designated all shifts have a 20-minute paid lunch				
Equipment Maintenance	April - November	6:00 a.m.	2:00 p.m.	Mon-Fri
Green Infrastructure Operations				
General		7:00 a.m.	3:00 p.m.	Mon-Fri
		3:00 p.m.	11:00 p.m.	Wed-Fri
		7:00 a.m.	3:00 p.m.	Sat-Sun
Cemetery		8:00 a.m.	4:00 p.m.	Mon-Fri
Golf Course	April and October	7:00 a.m.	3:00 p.m.	Mon-Sun
	May – September	6:00 a.m.	2:00 p.m.	Mon-Sun
Sports Parks	April – November	7:00 a.m.	3:00 p.m.	Sat-Sun
		3:00 p.m.	11:00 p.m.	Mon-Sun
Passive Parks	April - November	6:30 a.m.	2:30 p.m.	Mon-Fri
Horticulture	April - November	6:00 a.m.	2:00 p.m.	Mon-Fri
Water Truck	April - October	6:00 a.m.	2:00 p.m.	Wed-Sun
		5:00 a.m.	1:00 p.m.	Mon-Fri
Happy Rolph's	April - October	7:00 a.m.	3:00 p.m.	Mon-Sun
		1:00 p.m.	9:00 p.m.	Mon-Sun
Linear Infrastructure Operations				
General		7:00 a.m.	3:00 p.m.	Mon-Fri
Truck Driver – Winter Control		11:00 p.m.	7:00 a.m.	Mon-Sun
Truck Driver – Night Service Person		2:00 p.m.	10:00 p.m.	Mon-Fri
Utilities	Afternoons	2:00 p.m.	10:00 p.m.	Mon-Fri
	Nights (Jan – April)	11:00 p.m.	7:00 a.m.	Mon-Fri
Parking		6:00 a.m.	2:00 p.m.	Mon-Fri
Downtown Crew		6:00 a.m.	2:00 p.m.	Mon-Sun

SCHEDULE "B" – HOURS OF WORK

<u>Group</u>	<u>Starting</u>	<u>Stopping</u>	<u>Days</u>
Custodial Operations			
Days	6:00 a.m.	2:00 p.m.	Mon–Fri
	7:00 a.m.	3:00 p.m.	Mon-Fri
Afternoons	2:00 p.m.	10:00 p.m.	Mon-Fri
Arena, Pools and Splashpads			
	5:00 a.m.	3:00 p.m.	Mon-Sun
	6:15 a.m.	3:15 p.m.	Mon-Sun
	2:00 p.m.	12:00 a.m.	Mon-Sun
	3:00 p.m.	1:00 a.m.	Mon-Sun
Outdoor Pools and Splashpads			
	May - October	10:00 a.m.	8:00 p.m.
			Mon-Sun

GLOSSARY OF TERMS

Classification - A way to group employees by position; e.g. - Utilities Worker

Department – An administrative functional area of the City led by a Department Head; e.g. – Municipal Works

Division – A functional area of a department led by a Manager or Senior Manager; e.g. – Operations

Permanent Posting – created when a regular full time employee has left a position and will not return or the Corporation has added a new position.

Posted Vacancy - A notice that a job is open and will be filled that has been circulated in accordance with the collective agreement

Posting – is the process which the city advertises its available vacancies internally.

Schedule – a grouping of shifts that an employee works in a week (such as Monday to Friday 7:00 am to 3:00 pm). To change a schedule means to change the days of work.

Section – An area of expertise within a division which may be led by a supervisor or multiple supervisors as defined below:

Parking/Roads

Utilities

Equipment Maintenance

Forestry

Horticulture

Sports Parks

Cemetery/Golf Course

Facilities Maintenance

Facilities Repair

Recreation Facilities (Arenas/ Pools/Splashpads)

Shift – the single time period when employee is at work in a day (such as 7:00 am to 3:00 pm). To change a shift means to change the hours of work in a day.

Temporary Posting – created when a regular employee has left a position and is expected to return to that position at a later date.

Temporary Seasonal Posting – created when a seasonal need arises.

Transfer – when an employee is moved from their regular job classification to a different job classification.

Trial Program – the Corporation may temporarily establish a new method of delivering services to the public to evaluate its effectiveness. The new method may include specialized training or equipment which is not currently existing at the city.

Union Committee – shall refer to the President, Vice President, Chief Steward and Recording Secretary.

Upgrade – occurs when an employee is temporarily transferred to another classification at a higher pay grade.

Vacancy – an unfilled position within the Corporation.

Work Group – Functional area within a section which may be led by a Supervisor; eg. - Water

Work Location - shall be defined as the location where the employee reports to at start of shift.

LETTER OF UNDERSTANDING – Casual Employees

Between

**The Corporation of the City of St. Catharines
(Hereinafter referred to as “The Corporation”)**

And

**Canadian Union of Public Employees (CUPE)
Local 150
(Hereinafter referred to as “the Union”)**

Re: Casual Employees

WHEREAS the Union proposed new language to articles 10.01 (b) (ii), 10.01 (d) and 14.06 of the Collective Agreement regarding the re-hiring of casual employees and their probationary period;

AND WHEREAS the Corporation proposed language to articles 2.04 and 10.01 (a) (iv) of the Collective Agreement regarding the use of casual employees to backfill a temporary vacancy;

AND WHEREAS the Parties were unable to agree to the new language as proposed by both Parties;

AND WHEREAS casual employees are currently employed in a temporary, full-time capacity from approximately mid-April to mid-November in each calendar year (“the regular season”);

AND WHEREAS casual employees are currently underutilized throughout periods outside of the regular season;

AND WHEREAS there is currently a strain on Winter Operations;

AND WHEREAS casual employees could benefit from increased consideration for employment outside of the regular season;

AND WHEREAS the Corporation acknowledges the Union’s desire to expand the full-time employee complement;

NOW THEREFORE the parties agree to the following:

1. It is an exclusive function of management to determine the methods by which work is to be accomplished.
2. A sub-committee shall be formed comprising of four (4) members from each party who regularly attend labour management with representation from both parties whose mandate will be to review current employment practices relating to casual employees.

3. Should additional participation be required additional participants may be invited through mutual agreement between the parties.
4. The sub-committee shall attempt to review an operating model for casual employees to pilot that might provide for increased temporary employment for casual employees outside of the regular season.
5. The sub-committee shall meet within three (3) months upon ratification of the Collective Agreement.
6. The sub-committee shall meet at minimum monthly, with the goal of developing a proposed operating model to pilot before the end of the 2025/2026 regular season.

This agreement is made without prejudice and precedent to either party.

Signed at St. Catharines, Ontario on this 23rd day of June 2025.

For the Corporation:

Paul Francisco
A. Holden
[Signature]
Chris Antz
K. Douglas
~~[Signature]~~
Justin [Signature]

For the Union:

[Signature]
[Signature]
[Signature]
D. [Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING – Attendance Management

Between

**The Corporation of the City of St. Catharines
(Hereinafter referred to as “The Corporation”)**

And

**Canadian Union of Public Employees (CUPE)
Local 150
(Hereinafter referred to as “the Union”)**

Re: Sick Leave and Attendance Management

WHEREAS the Union presented a request to amend provisions of the Absence and Medical Documentation Policy HR-01-07 (“the Policy”) and the Attendance Support and Management Program HR-01-06 (“the Program”);

AND WHEREAS the Policy currently requires the submission of objective medical documentation on the fourth (4th) consecutive day of absence, and / or at the request of their immediate supervisor or manager, when there is reasonable cause to do so;

AND WHEREAS the Program currently requires the submission of objective medical documentation on the first (1st) day of absence only once an employee has been actively enrolled;

AND WHEREAS an employee is currently enrolled in the Program when they meet or exceed both the number of six (6) sick days and five (5) incidents within the review period of twelve (12) consecutive months;

AND WHEREAS the Union has requested a review of the prescribed timelines for the submission of objective medical documentation pursuant to the Policy and the Program;

AND WHEREAS the Union has requested a re-evaluation of the current, established thresholds and criteria for enrollment in the Program;

AND WHEREAS on September 24, 2024, the Corporation communicated to the Union its commitment to undertake a review of the current Policy and the Program;

NOW THEREFORE the parties agree to include the following provisions in the Program upon ratification and in the forthcoming new Attendance Management Program (“AMP”):

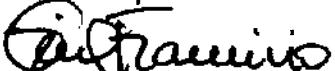
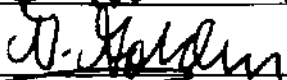
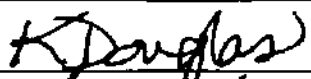



1. Employees not enrolled in the Program, who have been absent for more than three (3) consecutive shifts, shall be required to submit completed objective medical documentation no later than the six (6) working days from the first (1st) day of absence.
2. The Corporation shall meet with employees who have exhausted their sick time pursuant to Article 23.01 of the Collective Agreement.

3. Employees shall be enrolled in the Program when they meet or exceed both the number of seven (7) sick days and six (6) incidents within the review period of twelve (12) consecutive months;
4. Employees, upon enrollment in the Program shall be required to submit completed objective medical documentation no later than the six (6) working days from the first (1st) day of absence for every absence.
5. For any absence, medical documentation may be requested by their immediate supervisor or manager, when there is reasonable cause to do so.
6. The Corporation shall endeavour to implement the new AMP for January 1, 2026.
7. The Parties shall include the new AMP as a standing agenda item for Labour Management Committee meetings.

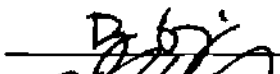


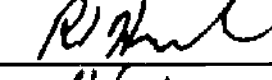
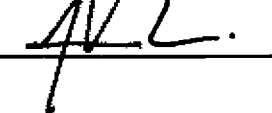
This agreement is made without prejudice and precedent to either party

Signed at St. Catharines, Ontario on this 23rd day of June 2025.

For the Corporation:

For the Union:

HOLIDAYS

2025

1. New Years Day	January 1
2. Family Day	February 17
3. Good Friday	April 18
4. Victoria Day	May 19
5. Canada Day	July 1
6. Civic Holiday	August 4
7. Labour Day	September 1
8. Truth and Reconciliation Day	September 30
9. Thanksgiving Day	October 13
10. Christmas Day	December 25
11. Boxing Day	December 26
12. Floater Day (Remembrance Day)	November 11
13. Floater Day (Easter Monday)	April 21
14. Floater Day (Christmas Holiday)	December 24
15. Floater Day (Heritage Day)	February 17

2026

1. New Years Day	January 1
2. Family Day	February 16
3. Good Friday	April 3
4. Victoria Day	May 18
5. Canada Day	July 1
6. Civic Holiday	August 3
7. Labour Day	September 7
8. Truth and Reconciliation Day	September 30
9. Thanksgiving Day	October 12
10. Christmas Day	December 25
11. Boxing Day	December 28
12. Floater Day (Remembrance Day)	November 11
13. Floater Day (Easter Monday)	April 6
14. Floater Day (Christmas Holiday)	December 24
15. Floater Day (Heritage Day)	February 16

2027

1. New Years Day	January 1
2. Family Day	February 15
3. Good Friday	March 26
4. Victoria Day	May 24
5. Canada Day	July 1
6. Civic Holiday	August 2
7. Labour Day	September 6
8. Truth and Reconciliation Day	September 30
9. Thanksgiving Day	October 11
10. Christmas Day	December 27
11. Boxing Day	December 28
12. Floater Day (Remembrance Day)	November 11
13. Floater Day (Easter Monday)	March 29
14. Floater Day (Christmas Holiday)	December 24
15. Floater Day (Heritage Day)	February 15