

COLLECTIVE AGREEMENT

BETWEEN



THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

(hereinafter referred to as the "Employer" or the "Corporation")

OF THE FIRST PART

AND

CUPE / *Canadian Union
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 107

(hereinafter referred to as the "Union")

OF THE SECOND PART

(Collectively "the Parties")

TERM: January 1, 2025 - December 31, 2028

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DEFINITIONS

Day:	A calendar day.
Department:	The Corporation's Engineering & Public Works Department or Community Services Department.
Director:	The head of a Department, which shall include a designate where applicable.
Division:	Sub-units of a Department, which include Public Works, Environmental Services and Parks and Recreational Facilities.
Employee:	Any Employee covered by this Agreement.
Full-Time Employee:	An Employee hired on an indefinite contract who is typically scheduled to work at least eighty (80) hours in a pay period.
Job Related Training:	Mandatory training for a position as required by a Corporate or Department policy and/or legislative requirements.
Lead Hand:	A member of the bargaining unit who is responsible for leading and coordinating the work of others.
Notice/Notify:	Notice to the Union shall be deemed to have been given upon its communication to the Unit Chair, unless otherwise specifically provided in this Agreement.
Operational Demands:	Include operational considerations such as special projects, weather events, Employee illness/injury, period of heavy workload, emergencies, regulatory functions etc.
Pay Period:	The fourteen (14) day period of time over which an Employee's time is recorded and paid.
Probationary Employee:	An Employee with less than ninety (90) days of active employment with the Corporation.
Promotional Training:	Elective training that may be used to enhance an Employee's skills and abilities, and may be used towards receiving additional compensation per <u>Schedule A</u> .
Supervisor:	The first level of non-union management.
Temporary Employee:	An Employee hired on a temporary basis in accordance with <u>Article 16</u> of this Agreement.
Unit Chair or Steward:	An Employee elected or appointed by the Union to represent members of the bargaining unit.
Vacancy:	A job to be filled.

ARTICLE 1 – GENERAL PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.01** The Corporation of the Municipality of Strathroy-Caradoc recognizes the London Civic Employees Union Local No. 107 of the Canadian Union of Public Employees, as the sole and exclusive bargaining agent for all Employees save and except for all Managers, Supervisors, persons above the rank of Supervisor, office and clerical staff, recreational programs staff, firefighters, and students typically hired by the Corporation from time to time for not more than twenty-four hours (24) per week (hereinafter referred to as Employees).
- 2.02** No Employee shall be required or permitted to make written or verbal agreements with the Corporation which would conflict with the Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01** The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to hire, promote, demote, train, transfer, suspend or otherwise discipline and discharge an Employee for just cause; provided that a claim of discriminatory promotion or demotion, or a claim that an Employee, who has attained seniority, has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with under the provisions of Articles 10 and 11 of this Agreement.
- 3.02** The Union further recognizes the undisputed right of the Corporation to direct its workforce and to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its facilities or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time the rules and regulations to be observed by the Parties, which rules and regulations shall not be contrary to the provisions of this Agreement.
- 3.03** The Corporation recognizes the foregoing Articles 3.01 and 3.02 subject to such provisions, regulations and/or restrictions governing the exercise of these rights as are provided in this Agreement and are subject to the right of the Union and/or the Employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.04** Rules and regulations shall, from time to time, be consolidated and distributed, either in hard copy or electronically, to each Employee by the Corporation. It shall be the responsibility of the Unit Chair(s) to circulate to the required CUPE officials.

- 3.05** The Corporation agrees that it will act in a manner consistent with the provisions of this Agreement and will not act in an arbitrary, discriminatory or unreasonable manner.

ARTICLE 4 – NO DISCRIMINATION

- 4.01** The Corporation agrees that there will be no discrimination, interference, restrictions or coercion exercised or practiced by any of its representatives with respect to any Employee because of the Employee's membership or non-membership in the Union.
- 4.02** The Parties agree that in accordance with the provisions of the Ontario *Human Rights Code*, there shall be no discrimination or harassment by the Corporation, the Union or the Employees because of race, colour, ancestry, religion, national or ethnic origin, citizenship, sex, sexual orientation, gender identity or expression, age, record of offences, marital status, family status, same-sex partnership, or disability.
- 4.03** The Corporation and the Union acknowledge that the Ontario *Human Rights Code*, the Ontario *Employment Standards Act*, as amended from time to time, the Ontario *Labour Relations Act*, and the *Occupational Health & Safety Act* shall apply to all Employees. Any greater right or benefit shall prevail.

ARTICLE 5 – NO COERCION

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

ARTICLE 6 – UNION SECURITY

6.01 CHECK-OFF OF UNION DUES

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

6.02 ALL EMPLOYEES TO BE MEMBERS

All Employees of the Corporation for whom the Union has bargaining rights (as noted in Article 2), as a condition of continuing employment, shall become and remain members in good standing of the Union. All future Employees of the Corporation employed in workplaces for whom the Union has bargaining rights (as noted in Article 2), shall as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Corporation.

6.03 DEDUCTIONS

Deductions from payroll period shall be forwarded to the Secretary of the Union not later than the 15th day of the month following. Dues shall be calculated in accordance with Local 107 By-laws and the CUPE Constitution on the last day of the pay period in which dues are deducted.

6.04 The deductions will be accompanied by a list of all Employees in the bargaining unit. The list, provided electronically, will include each person's name, seniority date, classification, Union dues being paid, bi-weekly earnings, hours paid at their base rate of pay and the information which has been provided to the Corporation by the Employee with respect to their home mailing address, primary telephone number, and their primary email account.

6.05 The list will also indicate the Employee's assigned Division and employment status (such as permanent, temporary, seasonal) and if the Employee is on a leave of absence, the nature of the leave.

ARTICLE 7 – LABOUR MANAGEMENT

7.01 At the discretion of the CAO, the CAO will hold a Town Hall meeting with bargaining unit members to fully and frankly discuss any issues arising from time to time in the bargaining unit. The meeting will be scheduled in such a manner that it will minimally disrupt operations. Should an Employee be required to attend a Town Hall meeting outside of their scheduled shift, they shall be entitled to compensation at the applicable rate.

7.02 The President of the Union shall receive at least seven days' written notice of a Town Hall meeting and may attend the meeting and/or designate a Union representative to attend.

ARTICLE 8 – COMMITTEES

8.01 The Corporation acknowledges the right and responsibility of the Union to appoint or otherwise select members who will represent the Union.

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

8.03 Meetings between Union representatives and the Corporation will be held whenever possible during the Union representative's scheduled shift. Should an Employee and/or Unit Chair be required to attend a meeting outside of their scheduled shift, they shall be entitled to compensation at the applicable rate.

COLLECTIVE BARGAINING

- 8.04** The Corporation acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee which shall consist of the President and/or designate, Vice President, and not more than three (3) Employees from among the members.
- 8.05** The Corporation shall pay an Employee's wages and maintain group benefits for time spent preparing for negotiations. However, the Corporation shall invoice the Union for these costs on a monthly basis by no later than the 15th day of the following month for this time and the Union shall fully reimburse the Corporation for all such costs within thirty (30) days of submission.
- 8.06** Where permission has been granted to an Employee to leave their employment temporarily in order to carry on negotiations with the Corporation, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

ARTICLE 9 – ASSISTANCE OF THE UNION

- 9.01** The Unit Chair shall have the right at any time, with reasonable advance notice to the Corporation, to have the assistance of a representative(s) of the Canadian Union of Public Employees (Local 107 and/or CUPE National), who shall have access to relevant areas of the Corporation premises in order to assist in any Union matter, including but not limited to grievances and negotiations.
- 9.02** The President or designate shall be notified and shall attend meetings between an Employee and management related to any matter where an Employee requests the involvement of the Union, or any matter relating to any term(s) and/or condition(s) in this Agreement, including but not limited to accommodations, investigations, or discipline, or any matter that may detrimentally affect the Union's ability to represent the Employees. This Article shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01** It is the mutual desire of the Corporation and the Union that all complaints and grievances shall be resolved as quickly as possible in the interests of good labour relations.
- 10.02** Any difference or dispute between the Corporation and any Employee, group of Employees or the Union in relation to the interpretation, application, alleged violation, or administration of this Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance. The Parties agree that they will make an earnest effort to settle such differences/disputes as quickly as possible.
- 10.03** Time limits for all steps of the entire Grievance and Arbitration Procedure may be extended in writing by mutual consent.
- 10.04** For the purposes of the Grievance, Mediation and Arbitration Procedures, "days" shall exclude Saturday, Sunday, and designated holidays listed in Article 22.

- 10.05** Replies to grievances shall be in writing at all stages of the Grievance Procedure.
- 10.06** In the event a unionized Employee takes an action that another unionized Employee or the Union interprets as a violation of this Agreement or Employer policy, rather than triggering the formal Grievance Procedure articulated herein, the Union and/or the Employee shall work with the Employer to resolve the matter apart from the formal Grievance Procedure. If the complaint or concern is not settled to the mutual satisfaction of the Parties, it may be referred to the formal Grievance and Arbitration Procedure as set out in this Agreement.

10.07 Grievances shall be dealt with in the following manner:

(a) **Step 1 – Resolution Meeting**

In an effort to amicably resolve issues at an early stage, an Employee shall request and attend a meeting with their Supervisor and the Unit Chair to discuss their specific concern(s) at the earliest available date, but no more than seven (7) days from the time at which the concern arose, before filing a written grievance. To be considered a *Step 1 – Resolution Meeting*, both Parties must clearly understand that the meeting is occurring in accordance with this Article. If the matter is not resolved through the *Step 1 – Resolution Meeting*, then within no more than seven (7) days after the *Step 1 – Resolution Meeting*, the Union may forward a written grievance to Step 2.

(b) **Step 2 – Written Grievance**

If the grievance is not resolved to the satisfaction of the Union, the Union may submit the grievance in writing to the relevant Director within seven (7) days after the *Step 1 – Resolution Meeting*. The Director shall meet with, at a minimum, the grievor and the Unit Chair within seven (7) days after receipt of the written grievance to attempt to resolve the grievance. The Director shall render a decision in writing within seven (7) days of the meeting. Failing settlement at this stage, within seven (7) days of the written response, the Union may forward the grievance to Step 3.

(c) **Step 3**

If the grievance is not resolved at Step 2 to the satisfaction of the Union, the Union may forward the grievance to the attention of the Corporation's Human Resources Representative within seven (7) days of receiving the written response. The Human Resources Representative shall meet with, at a minimum, the Chief Administrative Officer (or designate), the grievor and a Union representative who is empowered to resolve the concern on behalf of the Union, within seven (7) days, to attempt to resolve the grievance. The Corporation shall render a decision in writing within fourteen (14) days after such meeting. Failing settlement at this stage to the satisfaction of the Union, within fourteen (14) days of the written response, the Union may forward the grievance to Mediation and/or Arbitration.

10.08 **REFERRAL TO MEDIATION/ARBITRATION**

Failing a satisfactory settlement at Step 3, either Party may notify the other of its desire to proceed to Grievance Mediation prior to Arbitration. Notice from either Party regarding the desire to proceed to Grievance Mediation will also serve as notice of

referral to Arbitration. Any discussions had at Mediation are without prejudice to any position either Party may take at Arbitration. Nothing precludes either Party from advancing the choice of an Arbitrator or an Arbitration date by agreeing to Mediation. Attendance at Grievance Mediation and choice of Mediator shall only be through mutual agreement. The Party requesting Grievance Mediation must do so within fourteen (14) days following the date of the Step 3 response. The other Party shall have ten (10) days to notify the requesting Party of its position with respect to the issue of whether the matter should be referred to Mediation. The Parties shall equally share the expense of Mediation.

10.09 GROUP GRIEVANCE

A group grievance shall be filed by the Union on behalf of a group of Employees. The Grievance Procedure outlined in Article 10.07 shall apply, except that it may be initiated at Step 2 of the Grievance Procedure at the option of the Union.

10.10 POLICY GRIEVANCE

The Grievance Procedure outlined in Article 10.07 shall apply to policy grievances, except that they may be initiated at any step of the Grievance Procedure at the option of the Union.

10.11 DISCIPLINE OR DISCHARGE GRIEVANCE

Any grievance involving discipline or discharge of an Employee with seniority shall be initiated at Step 2 of the Grievance Procedure. Such grievance shall be lodged within fourteen (14) days of the discipline or discharge.

10.12 It is understood that the Chief Administrative Officer may bring any complaints forward to the President of the Union and that if the complaint or concern is not settled to the mutual satisfaction of the Parties, it may be referred to Mediation/Arbitration by either Party as set out in this Agreement.

ARTICLE 11 – ARBITRATION

11.01 It is agreed by the Parties that any difference concerning the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable, which has been properly carried through all of the steps of the Grievance Procedure in Article 10 and which has not been resolved, may be referred to Arbitration at the written request of either Party within fourteen (14) days of the Step 3 written response, or the expiry of time for delivery of the same.

11.02 The referral to Arbitration shall be to a sole Arbitrator. The sole Arbitrator will be jointly selected by the Parties. If the Parties fail to agree on an Arbitrator, the appointment shall be made by the Ministry of Labour upon the request of either Party.

11.03 No person shall be appointed as an Arbitrator who has been involved in an attempt to settle the grievance in accordance with Article 10.08 – Referral to Mediation, without the consent of both Parties.

- 11.04** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 11.05** The Parties shall share the expenses of the Arbitrator equally.
- 11.06** If a grievance concerns the discipline of an Employee, including disciplinary dismissal, the Arbitrator may confirm the decision of the Employer or reinstate the Employee with or without full compensation or otherwise modify the penalty.
- 11.07** The decision of the Arbitrator shall be binding on both Parties and any Employee affected by it.
- 11.08** Along with the Unit Chair, the Corporation shall pay one (1) Employee's wages and maintain group benefits for time spent attending Mediation and/or Arbitration hearings. In the case of a Group or Policy grievance, and subject to operational demands, the Corporation shall pay fifty percent (50%) of the wages and benefits for one (1) additional Employee attending a Mediation and/or Arbitration hearing. The Corporation shall invoice the Union for wages and benefits for the Unit Chair attending Arbitration plus fifty percent (50%) of the additional Employee, if applicable, by no later than the 15th day of the following month and the Union shall fully reimburse the Corporation for all such costs within thirty (30) days of submission.

ARTICLE 12 – DISCIPLINE & DISCHARGE

- 12.01** An Employee on investigative leave shall not suffer any loss of earnings, benefits, service, or seniority for all normally scheduled hours during such time.
- 12.02** The investigative leave shall not normally exceed six (6) weeks. If an extension is required for legitimate reason(s), the Corporation shall notify the Unit Chair in writing of the reason(s) for the extension and the expected length of time.
- 12.03** Prior to the Employee being placed on an investigative leave, the Employee shall be provided with details of the allegations.
- 12.04** Where an Employee has not received a disciplinary notation (to include suspensions) for a period of twenty-four (24) months, all disciplinary notation(s) shall be removed from the Employee's file and shall not, under normal circumstances, be used against the Employee beyond that period.
- 12.05** The Corporation may discipline or discharge a Probationary or Temporary Employee for any reason unless it can be shown that such action was arbitrary, discriminatory or in bad faith.

ARTICLE 13 – NO STRIKES OR LOCKOUTS

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

ARTICLE 14 – SENIORITY

- 14.01** Seniority shall mean length of continuous service within the bargaining unit.
- 14.02** A new Employee shall be considered on probation for the first ninety (90) days of active employment.
- 14.03** After ninety (90) days of active employment, the Probationary Employee shall receive seniority rights, and their seniority shall be dated back to the ninety (90) days prior to the day the Employee completed the probationary period.
- 14.04** If an Employee is absent from work because of illness, injury, layoff or leave of absence approved by the Corporation, the Employee shall not lose seniority rights.
- 14.05** An Employee shall only lose their seniority and their employment shall be deemed terminated:
- i. If the Employee voluntarily retires or resigns from the employ of the Corporation. Such notification shall be in writing;
 - ii. If the Employee is discharged for just cause and not reinstated;
 - iii. If the Employee on layoff fails to return to work within fourteen (14) days of receiving such notice; or
 - iv. If the Employee overstays a leave of absence without permission from the Corporation or without a reasonable explanation.
- 14.06** Temporary Employees shall have no seniority rights.
- 14.07** In the event that a Temporary Employee is the successful candidate for a job posting of a permanent bargaining unit position, seniority shall be dated back to the original date of hire provided there has not been a break in service which exceeds thirty (30) days.
- 14.08** Temporary Employees and Probationary Employees shall be laid off prior to layoff of Permanent Employees and Permanent Employees on layoff shall be recalled prior to hiring Probationary Employees and Temporary Employees.

TRANSFER & SENIORITY OUTSIDE THE BARGAINING UNIT

- 14.09** No Employee shall be transferred to a position outside the bargaining unit without their written consent.
- 14.10** If an Employee accepts a position outside the bargaining unit on a permanent basis, the Employee shall have the right to return to the bargaining unit only through a posting and shall have no seniority.
- 14.11** An Employee may accept a temporary non-union assignment of up to six (6) continuous months in a twenty-four (24) month period. The Employee shall have the right to return to the bargaining unit within six (6) months without loss of seniority in the bargaining unit. Upon return to the bargaining unit, the Employee's seniority date will be adjusted by the number of weeks the Employee is in the excluded position. During this period of leave, the Employee will continue to pay union dues based on

the rate of pay in the new position. For clarity, the Employee shall not accrue seniority while the Employee is in the non-union position.

- 14.12** The Employer shall not act in an arbitrary, discriminatory, or unreasonable manner in determining the ability of an Employee to perform the work.

ARTICLE 15 – LAYOFF & RECALL

- 15.01** Both Parties recognize that job security should increase in proportion to those who have rendered the longest commitment to the organization. Therefore, in the event of a layoff, Employees shall be laid off according to seniority with the last one hired being the first laid off and the last Employee laid off being the first one recalled. However, the Employer will retain sufficient Employees in each Division in order to continue to provide competent service to the public. Employees shall be recalled in the order of their seniority, providing they have the qualifications, skill, and with the benefit of seven (7) days of on-the-job training, the ability to perform the job.
- 15.02** Unit Chairs who are permanent Employees shall, for the purposes of the Layoff and Recall Article only, be considered to have greater seniority provided they have the necessary qualifications, skill, and with the benefit of seven (7) days of on-the-job training, the ability to perform the job.
- 15.03** A reduction in the number of hours of work per pay period shall be considered a layoff under the terms of this Agreement.

LAYOFF PROCEDURE

- 15.04** In the event of layoff, the Employer shall layoff Employees in reverse order of seniority within their Division, provided that the remaining Employees have the required qualifications, skill and with the benefit of seven (7) days of on-the-job training, the ability to perform the job.
- 15.05** An Employee who is subject to layoff shall have the right to either:
- i. Accept the layoff; or
 - ii. Displace an Employee who has less bargaining unit seniority provided they have the qualifications, skill, and with the benefit of seven (7) days of on-the-job training, the ability to perform the duties.
 - iii. An Employee who wishes to exercise their right to displace another Employee with less seniority shall advise the Employer within ten (10) days of the date of the notice of layoff issued by the Employer.
 - iv. The displacing Employee shall be paid the applicable wage rate for the new position.

- 15.06** In the event of a proposed layoff of a temporary and/or permanent and/or long-term nature, the Employer will:
- i. Provide the Union with written notice at the earliest possible date;
 - ii. Within five (5) days of such notification, the Parties agree to meet to discuss pertinent financial and staffing implications, the reasons and expected duration of the layoff, any realignment of service or employees, and its effect on Employees in the bargaining unit. Subject to any legal obligations with respect to confidentiality, the Corporation shall also provide all relevant documents related to financial and staffing implications; and
 - iii. Where possible, provide the affected Employees with no less than two (2) weeks' of written notice of layoff.
- 15.07** When an Employee is to be laid off, the Employee shall be allowed, with pay, to attend a meeting with Human Resources to discuss the effect of the layoff.

RECALL PROCEDURES

- 15.08** An Employee shall have opportunity of recall from a layoff to an available opening. Employees shall be contacted in order of seniority, provided they have the qualifications, skill and with the benefit of seven (7) days of on-the-job training, the ability to perform the duties.
- 15.09** The Employer's recall notification may be provided by telephone, registered mail. Notice by registered mail shall be deemed to have been received by the Employee two (2) days after mailing. Notice received by telephone shall be deemed to have been received by the Employee on the day of the call or transmission.
- 15.10** Within five (5) days after receiving notification, the Employee shall contact the Employer by telephone or email or by delivery of written notification of their intentions to return to work at the time and date selected by the Employer.
- 15.11** Such return to work shall not be any later than fourteen (14) days after the Employee contacts the Employer nor sooner than seven (7) days, unless otherwise mutually agreed upon by the Employee and the Employer.
- 15.12** Failure to respond to the recall notice or report for work in the manner prescribed shall constitute a resignation on the part of the Employee unless a reasonable explanation is provided. If a reasonable explanation is provided, the Employee will remain on the recall list.
- 15.13** Employees on layoff or notice of layoff shall be given preference for temporary vacancies within the bargaining unit provided the Employee has the qualifications, skill and with the benefit of seven (7) days of on-the-job training, the ability to perform the duties. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

ARTICLE 16 – TEMPORARY & PROBATIONARY EMPLOYEES

16.01 The Corporation may hire personnel on a temporary basis for one of the following reasons:

- a. Special projects not to exceed four (4) months;
- b. To cover the leave of absence for an Employee;
- c. During periods of heavy workload not to exceed six (6) months;
- d. To cover periods of absence caused by illness of an Employee;
- e. For vacation relief of an Employee; or
- f. In cases of emergency.

At the earliest possible date, the Employer shall provide the Unit Chair with notice of the hiring of a temporary Employee. At the time of the notice, the Employer shall also provide the Union with all relevant particulars pertaining to the temporary position which shall include but is not limited to the Division, Classification, reason for the temporary position, and the duration of the temporary position.

16.02 Temporary and Probationary Employees shall have no seniority rights. After ninety (90) days of active employment, the Probationary Employee will receive seniority rights commencing on the date of hire.

16.03 It is recognized that Temporary Employees are in the bargaining unit and are covered by Schedule A, Hours of Work and Statutory Holidays. Vacation pay is in accordance with the Ontario *Employment Standards Act*, as amended from time to time. Temporary Employees will be paid in accordance with the applicable wage rate for the position for which they are hired.

16.04 The Corporation may discharge or discipline a Temporary or Probationary Employee for any reason unless it can be shown that such action was arbitrary, discriminatory, or in bad faith.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 FOR UNION BUSINESS/CONVENTIONS

The Corporation may grant a leave of absence, without loss of seniority, to attend Union training or Union conventions provided that this leave is no more than five (5) days duration and does not unduly interfere with the operations of the Corporation. The cumulative total leave of absence under this subsection for all Employees covered by this Agreement shall not exceed thirty-six (36) days per calendar year. In requesting such leave of absence for an Employee, the Union shall give at least twenty (20) days' notice in writing to the Employee's Supervisor. Approval shall not be unreasonably denied.

17.02 Where an Employee is elected or appointed to a full-time or part-time office or employment with CUPE Local 107, CUPE National, or CUPE Ontario, the Employee may request an approved unpaid leave of absence for up to one (1) year in duration while they are employed by CUPE. Approval of such leave or an extension of such

leave shall not be unreasonably withheld, but shall be subject to operational considerations. The Employee shall suffer no loss of seniority during the leave.

17.03 The Corporation shall pay an Employee's wages and maintain group benefits for time spent attending Union training and/or Union conventions. However, the Corporation shall invoice the Union on a monthly basis by no later than the 15th day of the following month and the Union shall fully reimburse the Corporation for all such costs within thirty (30) days of submission.

17.04 **MOURNER'S LEAVE**

One-half (0.5) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

17.05 **JURY OR COURT WITNESS LEAVE**

An Employee who provides a summons obligating them to attend to be considered as a potential juror or to serve as a juror or is required by writ or subpoena to appear in Court as a witness during the Employee's scheduled working hours, shall be paid their regular pay for the time the Employee is required to be in Court, providing the Employee pays over to the Corporation the amount received by them as such juror or witness, excluding mileage and travelling expenses.

17.06 **STUDY LEAVE**

Environmental Services Operators shall be eligible for a paid leave of absence for up to five (5) days per calendar year in order to prepare for Provincial Certification and licensing and/or upgrade examinations. Study leave is to be taken at a time mutually agreeable to the Supervisor or designate.

17.07 **COMPULSORY QUARANTINE**

Wages or salary for time lost due to compulsory quarantine shall be paid to Employees when certified by a medical officer, and shall not be chargeable to Medical/Emergency Leave unless the quarantine was caused by exposure related to the Employee's travel to a location that was the subject of a CDC, Government of Canada or World Health Organization travel advisory.

17.08 **GENERAL LEAVE**

The Corporation may grant leave of absence without pay and without loss of seniority for up to twelve (12) months to any Employee requesting such leave for good and sufficient cause and which does not unduly interfere with the continuous operations of the Employer. Such request will not be unreasonably denied. Such request must be in writing.

17.09 **FAMILY LEAVE**

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

- a. Marriage of Employee's child, brother or sister (the day of the wedding);
- b. Birth of Employee's child (two (2) consecutive working days including the day of birth); and
- c. A serious fire in the Employee's home (up to five (5) days).

17.10 BEREAVEMENT LEAVE

In the event of the death of a grandparent, grandparent-in-law, parent, father-in-law, mother-in-law, brother, sister, spouse, child including a still birth, foster child, grandchild, legal ward, or guardian, an Employee shall be granted five (5) working days leave, which may be taken in up to two (2) separate time blocks within six (6) months of the day of the person's passing, unless otherwise agreed to between the Parties, without loss of salary or wages. The Employer shall not unreasonably deny a request for an extension.

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

In the event of the death of a brother-in-law, or sister-in-law, an Employee shall be granted three (3) working days leave, which may be taken in up to two (2) separate time blocks within six (6) months of the day of the person's passing, unless otherwise agreed to between the Parties, without loss of salary or wages. The Employer shall not unreasonably deny a request for an extension.

Employees shall be granted one (1) day leave on the day of burial without loss of salary or wages in the case of the death of an aunt, uncle, niece or nephew.

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

For purposes of clarity, parent, child, brother, sister shall be deemed to include step-parent, step-child, step-brother, and step-sister.

Should a current Strathroy-Caradoc co-worker pass away, Employee(s) shall be granted time off with pay to attend one (1) of the following, subject to operational demands:

- A funeral;
- A memorial service;
- An internment;
- A visitation;
- A celebration of life.

17.11 TIME OFF FOR ELECTIONS

The Employer agrees to provide Employees with up to three (3) consecutive hours away from work without loss of earnings in the event the Employee does not have three (3) consecutive hours off work before or after their scheduled shift during polling hours on a Federal, Provincial, or Municipal election day or Referendum to vote.

17.12 It is understood that the Corporation may deny a leave listed in this Agreement for legitimate operational reasons. It is further understood that the Corporation shall not unreasonably deny or withhold approval for any requested leave.

ARTICLE 18 – MEDICAL/EMERGENCY LEAVE

18.01 MEDICAL/EMERGENCY LEAVE DEFINITION & ALLOCATION

An Employee shall be entitled to up to twelve (12) days of Medical/Emergency Leave per calendar year. Medical/Emergency Leave may be used for absence from work due to personal illness, injury, medical emergency, preventative medical care, or dental care; or illness, injury, medical emergency, preventative medical care, dental care, or urgent matter relating to a family member or a relative of the Employee who is dependent on the Employee for care or assistance. Medical/Emergency Leave shall be used when an Employee is not eligible for benefits under either the Employer's Benefit Plan or the *Workplace Safety and Insurance Act*.

NOTICE

When taking Medical/Emergency Leave for preventative medical care or dental care, an Employee shall provide their Supervisor with as much advance notice as possible in the circumstance. In the case of a non-emergency medical appointment(s), the Employee shall provide at least fourteen (14) days notice. If notice is not given within this timeframe, the request may, due to legitimate operational requirements, be denied by the Employer. Requests shall not be unreasonably denied.

CARRY OVER & BANK MAXIMUM

At the end of a calendar year, an Employee may carry over and bank any unused portion of their Medical/Emergency Leave bank, however, the Medical/Emergency Leave bank shall not exceed twenty (20) days.

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

18.02 PROOF OF MEDICAL/EMERGENCY LEAVE

An Employee may be required to produce a certificate from a duly qualified medical practitioner for a Medical/Emergency Leave absence due to personal illness or injury in excess of three (3) consecutive working days or in circumstances where it is reasonable for the Employer to request same. The reasonable cost of obtaining any documentation required shall be paid by the Corporation.

18.03 TOP UP

In the event of illness or injury suffered by an Employee hired prior to January 1, 2016, the Corporation shall pay the Employee any difference between the Employee's regular wages and the amounts received from the Short Term Disability Plan or Workplace Safety and Insurance Board payments for a period of twenty-six (26) weeks from the date of such illness or injury, or as long as the insurance company or Workplace Safety and Insurance Board shall make payments, whichever period is lesser (the "Top-up").

Regular wages, excluding overtime, will be deposited into a member's bank account after all required deductions have been made. Deductions include, but are not limited

to, income tax, CPP/EI contributions, OMERS Pension Plan contributions, and union dues.

Employees hired after January 1, 2016 will receive only Short Term Disability Plan or Workplace Safety and Insurance Board payments that shall be issued by the provider directly.

The denial of benefits from the Workplace Safety and Insurance Board shall not act as a barrier to the Employee claiming benefits in accordance with Article 18.

ARTICLE 19 – JOB POSTING

- 19.01** The Corporation agrees to post all job openings which occur within the bargaining unit for a period of not less than five (5) working days. Any Employee wishing to make application shall do so within the required time limit in writing.
- 19.02** Employees having the greatest seniority shall be given preference in making promotions or transfers, provided the applicant has, in the opinion of the Corporation, the required qualifications, skills, and ability. The opinion of the Corporation shall not be exercised in an arbitrary, unreasonable or discriminatory manner.
- 19.03** When a vacancy occurs or if a new position is created, the position shall be posted within twenty (20) days, which may be extended with mutual consent of the Parties, unless the Employer notifies the Unit Chair within that period that the position is being eliminated or operationally reviewed. A request for an extension shall not be unreasonably denied.

ARTICLE 20 – BULLETIN BOARDS

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

ARTICLE 21 – EMPLOYEE BENEFIT PLAN

- 21.01** The Corporation agrees to pay one hundred percent (100%) of the premiums for the following benefit plans in respect of all eligible Employees:
- Extended Health Insurance
 - Drug Benefit
 - Vision Benefit
 - Five hundred and twenty-five dollars (\$525.00) per twenty-four (24) months
 - Vision Benefit may be applied to eyeglasses, contact lenses or laser surgery
 - Eye exam – every twenty-four (24) months

- Orthotics – Four hundred dollars (\$400.00) per year
- Chiropractic – Five hundred and fifty dollars (\$550.00) per calendar year, including one (1) x-ray
- Physiotherapist – reasonable and customary charges for services for a maximum of twenty (20) visits per calendar year
- Registered Massage Therapist – reasonable and customary charges for a maximum of twenty (20) visits per calendar year
- Chiropodist/Podiatrist, Naturopath, Osteopath, Speech Therapist – Four hundred and fifty dollars (\$450.00) per calendar year, per type of practitioner
 - Based on the current Ontario Dental Association Fee Guide
 - Basic Services and Comprehensive Basic Services – Unlimited, one hundred percent (100%) reimbursement
 - Major Services (Dentures, Crowns, and Bridges) – Two thousand five hundred dollars (\$2,500.00) per calendar year, sixty percent (60%) reimbursement
 - Orthodontics - Two thousand five hundred dollars (\$2,500.00) per lifetime, sixty percent (60%) reimbursement
- Short-Term Disability
- Group Life Insurance – Two times (2x) the Employee's salary to a maximum of two hundred thousand dollars (\$200,000.00)
- Psychologist, Social Worker, Psychotherapist, Psychiatrist for a combined maximum of seven hundred and seventy-five dollars (\$775.00) per calendar year

The Corporation shall provide for and shall pay one hundred percent (100%) of the premiums for a Long Term Disability (LTD) Plan, and the LTD plan shall provide for seventy percent (70%) of earnings to a maximum of six thousand dollars (\$6,000.00) per month.

- 21.02** An Employee absent due to injury and/or illness and in receipt of Short Term Disability (STD) or Long Term Disability (LTD) will have the Corporation's contributions to the above benefit plans paid.
- 21.03** In the case of absence for illness, the Corporation's contributions to the above benefits plans will be paid for a maximum of thirteen (13) pay periods from the commencement of the illness. Thereafter, the Employee may pay the full premium through the Corporation if the Employee so desires.
- 21.04** In addition to the Canada Pension Plan, the Corporation agrees to enroll all permanent Employees in the Ontario Municipal Employees' Retirement System Plan. The Employees and the Corporation shall make equal contributions to the plan, or as otherwise may be required in accordance with the *OMERS Act* and Regulations.
- 21.05** The Corporation agrees that should the Employee Health Tax revert to a premium based health insurance plan, the Corporation will contribute one hundred percent (100%) of the premium cost.

- 21.06** The Corporation shall have the right to change carriers provided the new carrier(s) maintain(s) equal or better coverage. Thirty (30) days prior to a change in insurance plans, the Union and Employees shall be notified in writing, and provided with a summary of any changes, if applicable.
- 21.07** The Corporation's contributions to the above benefits plans will cease at the end of the month in which an Employee commences a layoff or unpaid leave of absence. Thereafter, the Employee may pay the full premium through the Corporation if the Employee so desires.

ARTICLE 22 – ANNUAL VACATIONS & PAID HOLIDAYS

22.01 LENGTH OF VACATION

The Employer's vacation year shall be January 1st to December 31st. Vacation granted to Permanent Full-Time Employees for the upcoming year shall be in accordance with the following:

- a. Employees who will have one (1) year or more but less than eight (8) years of seniority on their anniversary date shall have fifteen (15) working days of vacation with pay per year.
- b. Employees who will have eight (8) years or more but less than fifteen (15) years of seniority on their anniversary date shall have twenty (20) working days of vacation with pay per year.
- c. Employees who will have fifteen (15) years or more but less than twenty-four (24) years seniority on their anniversary date shall have twenty-five (25) working days of vacation with pay per year.
- d. Employees who will have twenty-four (24) years or more seniority on their anniversary date shall have thirty (30) working days of vacation with pay per year.

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

22.03 With the exception of permanent Employees collecting Short Term Disability Benefits, permanent Employees who are not actively at work for at least one thousand, five hundred (1,500) hours in a year determined by their anniversary date shall receive vacation pay based on a percentage of their gross pay for work performed on the following basis:

Ten (10) day entitlement	- 4%
Fifteen (15) day entitlement	- 6%
Twenty (20) day entitlement	- 8%
Twenty-five (25) day entitlement	- 10%
Thirty (30) day entitlement	- 12%

22.04 Temporary Employees shall receive vacation time and vacation pay in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

22.05 Employees absent from the workplace on General Leave, or in receipt of Long Term Disability or Workplace Safety and Insurance Board benefits for greater than one (1) year, shall not continue to earn paid vacation credits until such time as they return to work for the Employer.

22.06 **LIST OF HOLIDAYS**

The Corporation recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Four (4) hours on Christmas Eve Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
	Four (4) hours on New Year's Eve Day

One (1) "floating" holiday to be utilized at the discretion of the Employee. An Employee may request a floating holiday at any time and such request will not be unreasonably denied.

22.07 **ADDITIONAL HOLIDAY**

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

22.08 **HOLIDAY FALLING ON WEEKEND**

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

When a holiday falls on a Saturday and/or Sunday, those Employees working a regularly scheduled shift, excluding scheduled overtime shifts, on the Saturday and/or Sunday shall observe the holiday on the actual day the holiday occurs according to the calendar. The Employee shall be paid in accordance with Article 27.07, and in addition shall be paid their regular rate of pay, or receive an alternate day off with pay, at the option of the Employee.

22.09 **UNBROKEN VACATION PERIOD**

Subject to operational requirements and except in the case of municipal emergencies, an Employee shall be entitled to receive their vacation in an unbroken period of no

more than three (3) consecutive weeks unless otherwise mutually agreed upon by the Employee concerned and the Corporation.

22.10 CARRY-OVER

Employees shall be permitted to carry over up to five (5) days' worth of their vacation entitlement to the next calendar year.

22.11 LAYOFF

Employees on layoff shall receive any public holiday pay to which they are entitled under the Ontario *Employment Standards Act*, as amended from time to time.

22.12 SCHEDULING

Vacations shall be available at any time throughout the calendar year subject to the Corporation's operational requirements and to the approval of the Supervisor or designate. Such approval shall not be unreasonably withheld.

22.13 Employees may submit their vacation request on or before March 1st in each year for the following April 1st to March 31st period. Vacation requests shall be granted on the basis of Divisional seniority. Approved vacation requests shall be posted by April 1st each year and shall not be changed unless mutually agreed by the Employee and the Corporation.

22.14 Vacation requests received after March 1st in each year will be considered on a first-come-first-serve basis subject to operational requirements.

22.15 A paid holiday which falls or is observed during an Employee's vacation time off shall not be counted as vacation time.

22.16 VACATION PAY ON TERMINATION

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

ARTICLE 23 – EXTREME WEATHER

23.01 Whenever, in the discretion of the Director, work cannot be reasonably continued due to extreme weather, the Corporation shall either provide indoor work for outside crews, or allow them to stand by inside. No loss of pay shall result.

ARTICLE 24 – PRESENT PRACTICES

24.01 All rights, benefits and privileges which are not specifically mentioned in this Agreement, and which are not contrary to its intention, will continue in full force and effect for the duration of this Agreement.

ARTICLE 25 – RETIREMENT

- 25.01** The Employee shall endeavor to provide thirty (30) days written notice to the Corporation of their intended retirement date.
- 25.02** If an Employee who is eligible for early retirement under the OMERS Plan retires prior to the age of sixty-five (65), the Employee shall be eligible to continue to participate in the Corporation's extended health, drug, vision, and dental group benefits plans until the Employee reaches the age of sixty-five (65). The retired Employee shall pay fifty percent (50%) of the premium and the Corporation shall pay the remaining fifty percent (50%) of the premium for such plans, provided that upon retirement the Employee:
- a. Is fifty-five (55) years of age or older; and
 - b. Has a minimum of twenty (20) years of combined service with the Town of Strathroy, the Township of Caradoc and/or the Municipality of Strathroy-Caradoc.
- 25.03** Should the Employee die prior to age sixty-five (65), the Employee's spouse or common-law partner will be eligible to continue to participate in the above-noted benefits until the date at which the Employee would have been sixty-five (65) years of age or until entering a new spousal relationship, whichever occurs first.
- For clarity, the reference to spouse or common-law partner shall be deemed to include a same-sex partner.
- 25.04** An Employee working past the age of sixty-five (65) is an eligible Employee for the purposes of Article 21, Employee Benefit Plans except for Long Term Disability coverage. The Employee is an eligible Employee up to the age of seventy (70) or the date of retirement, whichever is earlier.
- 25.05** The Ontario Drug Plan is an offset to drug coverage under the plan(s) of insurance and the annual deductible shall be covered by the plan(s) of insurance. Covered drugs are identified in the insurer's drug formulary (which may change from time to time).

ARTICLE 26 – WAGE RATES, CLASSIFICATIONS, & SHIFT PREMIUMS

- 26.01** Rates of pay and job classifications shall be shown on Schedule A attached and forming part of this Agreement.
- 26.02** All Employees will be provided with a statement of wages and earnings in accordance with the applicable legislation, as amended from time to time.
- 26.03** Probationary Employees shall receive ninety percent (90%) of the regular rate of pay for the classification listed in Schedule A.
- 26.04** Existing Employees that move to a position which has a different wage rate shall receive the applicable wage rate for that position.

SHIFT PREMIUM DEFINED

- 26.05** A three dollar (\$3.00) per hour shift premium shall apply to all hours worked on Monday to Friday shifts that are scheduled to begin prior to 7:00 a.m. or scheduled to end after 4:00 p.m.
- 26.06** A three dollar (\$3.00) per hour shift premium shall apply to all hours worked on a Saturday and/or Sunday for regularly scheduled shifts for Employees in the Parks and Recreation Facilities Division and Environmental Services Division.
- 26.07** Shift premiums will not be paid for any hour in which an Employee receives overtime premiums and will not form part of the Employee's straight-time hourly rate.

ARTICLE 27 – OVERTIME

- 27.01** Overtime will not be paid for any hour in which an Employee receives shift premiums and will not form part of the Employee's straight-time hourly rate.
- 27.02** If an Employee is not offered overtime work in accordance with the Collective Agreement and any applicable letter of understanding, the affected Employee shall be provided, through a payment, the amount of overtime pay the Employee would have earned if the overtime had been properly offered without the requirement to perform work in exchange for the overtime pay.
- 27.03** It is agreed that for the purposes of Section 17 of the Ontario *Employment Standards Act*, as amended from time to time, subject to any required approvals, Employees may work beyond their regularly scheduled daily and weekly hours but not to exceed thirteen (13) hours in a twenty-four (24) hour period or seventy (70) hours in a week, subject to other provisions of this Collective Agreement and any other relevant legislation or regulation.
- 27.04** Overtime rates shall apply as follows unless otherwise specifically stipulated in this agreement:
- 27.05** All time worked in excess of the Employee's scheduled shift will be paid at the rate of one and one-half times (1.5x) the Employee's regular hourly pay;
- 27.06** Hours worked in excess of forty (40) hours per week will be paid at rate of one and one-half times (1.5x) the Employee's regular hourly pay;
- 27.07** Time worked on a scheduled day off or a Statutory Holiday will be paid at a rate of two times (2x) the Employee's regular rate of pay.

OVERTIME ROTATION RULES

- 27.08** The Employee on stand-by will be the first to be called in.
- 27.09** The overtime rotation list will begin based on seniority.
- 27.10** Overtime opportunities will be offered on as equitable a basis as possible provided the Employee has the required qualifications, skills and ability to perform the work.

- 27.11** An overtime log will be retained by the scheduler and posted at the locations for review by Employees.
- 27.12** Employees who are scheduled for a regular day off are called in order of seniority on a rotating basis.
- 27.13** Employees who are scheduled on vacation must notify the Municipality of their availability for overtime.
- 27.14** Employees will provide one (1) telephone number where they can be reached. If the phone call is not answered, a message will be left when possible asking for a return call within ten (10) minutes. If a call is not returned within ten (10) minutes, the next Employee on the list will be contacted.
- 27.15** A call that is missed or not answered will not count as refusal.
- 27.16** An Employee called for an overtime shift may refuse the shift if the time between shifts is less than eight (8) hours and not have it count as a refusal.
- 27.17** A refusal will be recorded as an overtime opportunity.
- 27.18** Where multiple shifts occurring on consecutive days are offered as an opportunity, these will be considered as a single opportunity for the purpose of recording refusals. Shifts worked will be counted as separate overtime opportunities.
- 27.19** Where multiple scheduled overtime opportunities occur on consecutive shifts or days, the Employee who is first on the call list will have the option of working the shift of choice.

ARTICLE 28 – HOURS OF WORK

- 28.01** Full-time Employees shall be entitled to no less than eighty (80) hours of employment per pay period.
- 28.02** It is agreed that Employees may be required to work overtime and on holidays. Where practical, overtime opportunities will be offered on as equitable a basis as possible within the job classification, work area and assignment provided the Employee has the required qualifications, skills and ability to perform the work.
- 28.03** Regular scheduled shifts shall be eight and one-half (8.5) hours which includes a half (0.5) hour unpaid meal break in duration. For further clarity, the paid shift shall be eight (8) hours unless otherwise agreed to by the Parties.
- 28.04** Employees may be required to work in excess of the normal work day, and/or normal work week. Such authorized work shall be considered and paid as overtime.

HOURS OF WORK – PARKS & RECREATION FACILITIES DIVISION

- 28.05** Recreation Employees shall work a forty (40) hour week as per the schedule posted. The Summer schedule will be posted no later than May 1st of the year and the winter schedule posted no later than September 1st of the year.

28.06 A normal scheduled day shift shall not commence prior to 7:00 a.m. and shall not extend beyond 4:00 p.m.

28.07 A normal schedule day shift for the Pool Operator shall not commence prior to 5:30 a.m. For clarity, the shift premium shall apply.

CHANGES TO THE SCHEDULE – PARKS & RECREATION FACILITIES DIVISION

LESS THAN FOURTEEN (14) DAYS NOTICE

28.08 The Employer may require a change in the schedule with less than fourteen (14) days notice. In such cases, the Employer shall pay overtime at the rate of two times (2x) the Employee's regular hourly pay for any hours worked outside of the original schedule unless a mutually acceptable alternative can be reached with the affected Employee.

28.09 The Employer need not grant an Employee's request for vacation time, lieu time or non-emergency leave that would result in overtime costs to the Employer.

28.10 Requests by Employees for exchanges in the schedule shall be considered by the Employer and may be approved so long as all shifts are covered. Such mutual exchanges to the posted schedule shall not result in any overtime cost to the Employer. Such requests will not be unreasonably denied.

MORE THAN FOURTEEN (14) DAYS NOTICE

28.11 Should the Employer require a change in the schedule, the Employer may, with at least fourteen (14) days notice, change the schedule and the changes shall not result in any overtime cost to the Employer.

HOURS OF WORK – PUBLIC WORKS DIVISION

28.12 While the Employer reserves the right to schedule in a manner consistent with reasonable operational demands, regular service coverage shall be Monday to Friday between the hours of 5:30 a.m. and 12:00 a.m. Any hours worked outside of this period shall be paid at two times (2x) the regular rate of pay.

28.13 A normal scheduled day shift shall be Monday to Friday and shall not commence prior to 7:30 a.m. and shall not extend beyond 4:00 p.m.

CHANGES TO THE SCHEDULE – PUBLIC WORKS DIVISION

LESS THAN SEVEN (7) DAYS NOTICE

28.14 The Employer may require a change in the schedule with less than seven (7) days notice. In such cases, the Employer shall pay overtime at the rate of two times (2x) the Employee's regular hourly pay for any hours worked outside of the original schedule unless a mutually acceptable alternative can be reached with the affected Employee.

28.15 The Employer need not grant an Employee's request for lieu time or non-emergency leave that would result in overtime costs to the Employer.

- 28.16** Requests by Employees for exchanges in the schedule shall be considered by the Employer and may be approved so long as all shifts are covered. Such mutual exchanges to the posted schedule shall not result in any overtime cost to the Employer. Such requests will not be unreasonably denied.

MORE THAN SEVEN (7) DAYS NOTICE

- 28.17** Should the Employer require a change in the schedule, the Employer may, with at least seven (7) days notice, change the schedule and the changes shall not result in any overtime cost to the Employer.

HOURS OF WORK – ENVIRONMENTAL SERVICES DIVISION

- 28.18** While the Employer reserves the right to schedule in a manner consistent with reasonable operational demands, regular service coverage shall be Monday to Friday between the hours of 7:00 a.m. and 3:30 p.m. and on Saturday and Sunday from 7:00 a.m. to 3:30 p.m. Any hours worked outside of this period shall be paid at two times (2x) the regular rate of pay.
- 28.19** A normal scheduled day shift shall be Monday to Friday and shall not commence prior to 7:00 a.m. and shall not extend beyond 3:30 p.m. Scheduled hours per work week shall not exceed forty (40) hours. Employees may be scheduled Saturday and/or Sunday and shall not commence prior to 7:00 a.m. and shall not extend beyond 3:30 p.m. Scheduled Saturday and/or Sunday shifts shall receive the appropriate shift premiums.
- 28.20** Between June 1st and September 30th, Employees may be required to work Monday to Friday, 3:00 p.m. to 11:30 p.m. due to operational demands. If there is a requirement to work, the shift will be offered by seniority. If no Employee expresses a willingness to work the shift, the Employer may assign an Employee to work the shift in the reverse order of seniority. Employees will receive fourteen (14) days notice of any change in their shift.

ARTICLE 29 – SURPLUS TIME BANK & STAND BY/CALL BACK TIME

SURPLUS TIME BANK

- 29.01** When an Employee works authorized overtime, the Employee shall elect either to be paid for those hours at the relevant overtime rate or to have such hours placed in a Surplus Time Bank in accordance with the following provisions.
- 29.02** The purpose of the Surplus Time Bank is to permit limited leave of absence with pay when requested by an Employee while retaining the efficient operation of the departments. Surplus time off shall be taken upon mutual agreement between the Employee concerned and their Supervisor. It is understood that surplus time off will not be granted if it will cause the need to bring other Employees into work on an overtime basis. If extenuating work requirements on a planned surplus day(s) require the Employee to work, the surplus day(s) will be rescheduled to an alternate time. If an Employee elects to utilize the Surplus Time Bank, each hour of overtime worked shall be deemed equal to the relevant overtime rate of an Employee's regularly scheduled time and such overtime shall be converted to straight time hours accordingly and placed in the Surplus Time Bank to a maximum of eighty (80) hours

per calendar year. Drawing on the Time Bank in any calendar year does not allow the Employee to replenish or exceed the eighty (80) hours per calendar year.

- 29.03** Any time standing to the credit of an Employee in the Surplus Time Bank shall be paid to the Employee on the final pay period of the year.
- 29.04** When payment out of the Surplus Time Bank is made to an Employee, the amount per hour for such time shall be calculated upon the basis of the Employee's current straight-time hourly rate.

STAND BY/CALL BACK TIME

- 29.05** An Employee who is called to work outside the Employee's scheduled shift shall receive a minimum of two (2) hours for each call in at the appropriate rate of pay. Call in pay shall begin at the time the Employee leaves their home if the Employee lives within the municipality, or reaches the municipal boundary of Strathroy-Caradoc if the Employee lives outside the municipality, as the case may be.
- 29.06** Repetitive alarm or nuisance alarm conditions that cannot be resolved shall be reported to Management for direction.
- 29.07** Each Employee who is on standby shall be paid at a flat rate of thirty-five dollars (\$35.00) per day. The standby rate shall include time associated with telephone calls. The resolution of alarms using devices offsite, which does not require a callback, shall be compensated at one (1) hour of pay at the appropriate rate.

ARTICLE 30 – BREAKS/MEALS

- 30.01** There will be two (2) fifteen (15) minute break periods allowed during a shift that is eight (8) hours or greater in duration. Such break periods will not unduly interfere with the efficient operation of the Corporation. Employees will take their breaks when there is a reasonable pause in workflow, or as directed by the Supervisor. Employees may not combine a break with any other break or the start or end of their shift without prior approval from their Supervisor.
- 30.02** Employees who are scheduled for eight and a half (8.5) hours or greater are entitled to thirty (30) unpaid minutes free from work for eating during a regular and scheduled shift. Such break periods will not unduly interfere with the efficient operation of the Corporation. Any Employee who is, for operational reasons, unable to take an eating period free from work, shall receive thirty (30) minutes of paid time at the appropriate rate of pay. For clarity, any scheduled eight (8) hour shifts shall have their thirty (30) minute break paid and included as part of their regular paid hours.
- 30.03** Where an Employee covered by this Agreement is paid ten (10) consecutive hours or more, they shall be entitled to two (2) meal allowances. An additional meal allowance shall be paid for each additional three (3) hours of work.
- 30.04** An Employee called in to work on a scheduled day off or holiday, shall be entitled to a meal allowance after the first four (4) hours of work and for each additional four (4) hours of work thereafter.
- 30.05** Each meal allowance shall be valued at sixteen dollars (\$16.00).

ARTICLE 31 – PROTECTION OF EMPLOYEES’ POSITION

- 31.01** Persons whose regular jobs are not included in the bargaining unit will not work on any jobs which are so included except for the purpose of experimenting, demonstrating or instructing Employees in the bargaining unit, or in the case of emergency when no other qualified Employee(s) in the bargaining unit is reasonably available. Nothing herein contained shall prohibit the Corporation from employing, from time to time, persons in the capacity of security guards, when they are available.
- 31.02** Employees of the Corporation, and at the discretion of the Corporation, shall be given preference for such work.
- 31.03** The Corporation agrees that it will not put out for tender, or contract or employ any person or persons, or group of persons, for any job, in whole or in part, now filled by an Employee so as to have the effect of depriving any Employee of a job. Nothing in this Agreement prohibits the Corporation from employing or contracting, from time to time, persons with specialized skills.

For clarity, the Municipality shall be permitted to contract out all painting work requiring:

- A Red Seal Painter;
 - Where the size or complexity of the job, or the specialized skill(s) required, make it not reasonably practical to utilize members of the bargaining unit; and/or
 - Ancillary to any other project which has been contracted out in compliance with the Collective Agreement.
- 31.04** The Employer agrees that in the event the Employer merges, amalgamates or combines any of its operations or functions with any other Municipality or organization, that it shall use its best efforts to obtain an agreement that will preserve the following rights of its Employees:
- i. Credit for all accumulated seniority rights to be carried into employment with a new Employer;
 - ii. Full service credits with respect to vacations with pay and all other negotiated benefits;
 - iii. That the work and services performed by members of the Canadian Union of Public Employees Local 107 shall continue to be performed by such members in the employ of the new Employer;
 - iv. That Employees shall receive the better of their conditions of employment and wage rates under this Agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
 - v. That no Employee shall suffer loss of employment as a result of such merger, amalgamation or combination of any of its operations or functions with any other Municipality or organization;
 - vi. That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

31.05 The Corporation acknowledges the importance of its Employees as one of its greatest assets. In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall provide the Union and the affected Employees written notice at the earliest possible date.

31.06 Within five (5) days of such notification, the Parties agree to meet to discuss potential impacts on the Employees of the bargaining unit. These discussions shall include but are not limited to pertinent financial and staffing implications. At the meeting, subject to any legal obligations with respect to confidentiality, the Employer shall provide all relevant documents related to financial and staffing implications.

ARTICLE 32 – ACCOMMODATION

32.01 The Corporation shall make every reasonable effort to accommodate an Employee who is unable to perform their regular duties because of an illness or injury to the point of undue hardship.

ARTICLE 33 – GENERAL CONDITIONS

33.01 All approved tools and equipment, including first aid kits, shall be provided by the Corporation.

ARTICLE 34 – WEARING OF SAFETY EQUIPMENT

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

ARTICLE 35 – LOSS OR SUSPENSION OF DRIVER'S LICENCE

35.01 Every Employee who operates a motor vehicle on behalf of the Corporation shall be the holder of the necessary class of valid driver's licence. If it is lost or suspended, the Employee shall report the loss or suspension to the Corporation immediately and comply with the loss or suspension. During the loss or suspension, every reasonable accommodation shall be made for the Employee to be placed in a position where the holding of a driver's licence is not a requirement. When the Employee is again the holder of the necessary driver's licence, the Employee shall be returned to their original classification.

35.02 An Employee may only exercise the rights contained in this Article once, subject to any obligations on the Parties under the Ontario *Human Rights Code*.

ARTICLE 36 – WORKPLACE VIOLENCE, HARASSMENT, SEXUAL HARASSMENT

- 36.01** The Corporation and the Union are committed to working together in a constructive manner to help create and maintain a work environment in which all workers are treated with respect and dignity which is free from violence, and harassment, including sexual harassment.
- 36.02** The Corporation shall, at all times, maintain a policy with respect to Workplace Violence and Harassment, in consultation with the Union, which shall be in compliance with the *Occupational Health and Safety Act*.
- 36.03** Employees who participate in a harassment or other investigation under the *Occupational Health and Safety Act* shall have Union representation during any interview or meeting, which shall be held during the Employee's scheduled shift.
- 36.04** The Corporation shall investigate and deal with all complaints or incidents of workplace violence and/or harassment when they become aware in a fair, respectful and timely manner. Interim measures appropriate in the circumstance shall be taken while the complaint or incident is being investigated.
- 36.05** The Corporation shall take all necessary actions to prevent violence and harassment in the workplace, which shall include but is not limited to training sessions for all Employees and management.
- 36.06** Employees are free to pursue all avenues in the Corporation policy, Collective Agreement, including the Grievance Procedure or any available legal remedy for resolving complaints of violence and/or harassment that may arise. No information related to the grievor's personal background, lifestyle or mode of dress will be admissible during the Grievance or Arbitration Procedure regarding claims of sexual harassment.
- 36.07** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- 36.08** An Employee may contact their Union representative, Health and Safety representative, or Employee Assistance Program should the Employee require assistance.
- 36.09** Information provided about an incident or about a complaint will not be disclosed except to the Union; as necessary to protect workers; investigate the complaint or incident; take corrective action; or as otherwise required by law.
- 36.10** Employees, other than the potential offender(s), shall not be penalized or disciplined for reporting of an incident or for participating in an investigation.
- 36.11** The Corporation recognizes the principal that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitrator will have the additional power to levy a penalty on the Corporation.

ARTICLE 37 – HEALTH & SAFETY

- 37.01** Health and safety training shall be provided by the Corporation and the Employee shall be without loss of pay, benefits, service and seniority for such training.
- 37.02** Time spent to prepare for and attend to health and safety responsibilities during an Employee's regular working hours shall be without loss of pay and benefits.
- 37.03** The Corporation shall establish and maintain a Joint Health and Safety Committee (JHSC) in accordance with Section 9 (38) of the *Occupational Health and Safety Act (OHS)* and its Regulations. For the purposes of section 9 (38), the JHSC is and shall be of "like nature to a committee established under Section 9 of the (OHS)". As such, the JHSC shall have all of the functions and powers of the (OHS) which apply to committee members and/or to a JHSC shall apply equally to this JHSC.
- 37.04** This committee shall be co-chaired by one (1) management representative selected by the Management Committee members and one (1) bargaining unit health and safety representative selected by the Union committee members. The Committee will have six (6) members comprised of:
- i. One (1) parks and recreation facilities bargaining unit member;
 - ii. One (1) environmental services bargaining unit member;
 - iii. One (1) public works bargaining unit member; and
 - iv. Three (3) management representatives.
- 37.05** Members of the Health and Safety Committee shall be certified.

37.06 **TERMS OF REFERENCE**

1. The JHSC shall cover the following workplaces:
 - Gemini Sportsplex and West Middlesex Memorial Centre – Recreation
 - Aquatic Park – Recreation
 - Alexandra Parks Building – Recreation
 - Strathroy Public Works Yard – Public Works
 - Mount Brydges Public Works Yard – Public Works
 - Strathroy Wastewater Treatment Plant –Environmental Services
 - Environmental Services Building – Environmental Services
 - Mount Brydges Wastewater Treatment Plant – Environmental Services
2. JHSC members shall consist of the following:
 - One (1) worker member representing the Parks and Recreation Facilities Division, selected by Local 107;
 - One (1) worker member representing the Public Works Division, selected by Local 107;
 - One (1) worker member representing the Environmental Services Division, selected by Local 107; and
 - Three (3) management members, selected by the Employer.

3. A JHSC member who ceases to be employed by the Employer ceases to be a member of the JHSC.
4. If a member resigns or is unable to act, the Parties shall, within twenty (20) days, take the steps necessary to ensure that the member is replaced.
5. The JHSC shall be chaired jointly by one (1) worker member and one (1) management member, selected by the JHSC.
6. Members of the JHSC shall be certified.
7. The Employer shall ensure that all JHSC members receive training to enable them to effectively exercise the powers and perform the duties of a Health and Safety Representative and the Employee(s) shall be without loss of pay, benefits, service or seniority for such training.
8. It is the function of the JHSC and it has power to:
 - (a) identify conditions that may be a source of danger or hazard in the workplace;
 - (b) make recommendations to the Employer for the improvement of the health and safety of workers;
 - (c) recommend to the Employer the establishment and maintenance of measures and procedures respecting the health and safety of workers;
 - (d) obtain information from the Employer respecting:
 - (i) the identification of potential or existing hazards of materials, processes or equipment, and
 - (ii) health and safety experience and work practices and standards in similar workplaces of which the Employer has knowledge;
 - (e) obtain information from the Employer concerning the conducting or taking of tests of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purposes of health and safety; and
 - (f) be consulted about, and have a worker member present at the beginning of testing referred to in paragraph (e) above, if the worker member believes their presence is required to ensure that valid testing procedures are used or to ensure that the test results are valid. The worker member shall be chosen by the JHSC.
9. The Employer shall respond to written recommendations from the JHSC within twenty-one (21) days of receipt. The response shall contain a timetable for implementing the recommendation(s) the Employer agrees with and give reasons for the Employer's disagreement with any recommendation(s) it does not accept.
10. The JHSC shall strive to function in a collaborative and proactive manner however, where necessary, the JHSC shall make decisions by a majority vote. Should an impasse occur regarding the Terms of Reference or the Collective Agreement, the dispute resolution mechanisms of the Collective Agreement shall apply. Should the subject of the impasse not be covered by the Collective

Agreement, the dispute mechanisms of the *Occupational Health and Safety Act (OHSA)* shall apply and the Parties agree that the Employer shall be required to do no more or less than meet its obligations as set out in the *OHSA*.

11. The JHSC shall meet at least quarterly and no meeting of the JHSC shall be held unless the total number of the worker members is equal to or exceeds the total number of management members.
12. The JHSC shall keep minutes of its proceedings and make them available for examination and review by an inspector from the Ministry of Labour.
13. The JHSC shall select one (1) worker representative to inspect the physical condition of each workplace at least once a month. The inspection shall be undertaken by the worker representative but a management representative may be present. Not all inspections must be performed by the same member(s). The member(s) performing the inspection(s) shall report any condition that may be a source of danger or hazard to workers to the JHSC within a reasonable period of time.
14. The JHSC shall select one (1) worker representative to investigate cases where a worker is killed or critically injured at a workplace and the selected worker may inspect the place where the accident occurred and any machine, device or thing involved in the incident, subject to any applicable law, regulation, police directive, court order or Safety Policy.
15. The Employer shall post the names and work locations of JHSC members in a conspicuous place.
16. The JHSC shall have all the functions and powers conferred upon a Joint Health and Safety Committee by section 9 of the *Occupational Health and Safety Act (OHSA)* and, for clarity, the Parties agree that all of the provisions of the *OHSA* which apply to committee members and/or to a Joint Health and Safety Committee shall apply equally to the JHSC.
17. Nothing contained in the Terms of Reference shall diminish or replace established management rights or responsibilities as otherwise articulated in the Collective Agreements or as established by statute or regulation.
18. The functions and powers of the JHSC and the responsibilities of the Parties shall be strictly limited to those set out specifically in the Terms of Reference.

ARTICLE 38 – UNATTENDED ICE FACILITIES

- 38.01** When the refrigeration plants are in operation, the ice facilities shall not be utilized unless a Parks and Facility Operator is on duty. Due to the operation of the refrigeration plant, only qualified employee(s) (Basic Refrigeration) shall be allowed to supervise the ice facilities.
- 38.02** Facilities or areas of facilities not associated with ice operation may be occupied by the public and maintained by non-unionized employee(s).

ARTICLE 39 – LEAD HAND & ACTING LEAD HANDS

39.01 The Lead Hand shall be a member of the bargaining unit who is responsible for leading and coordinating the work of others.

ACTING LEAD HANDS

39.02 Acting Lead Hands will only be used at times when the Lead Hand is absent from the workplace.

39.03 Acting Lead Hands will receive the additional hourly rate increases normally received by the Lead Hand in accordance with the Collective Agreement.

39.04 Acting Lead Hands are responsible for those job duties and responsibilities normally completed by the Lead Hand.

39.05 The decision to appoint an Acting Lead Hand will be made at the discretion of the Director or their designate.

39.06 Acting Lead Hands will be selected by the Director based on seniority for those qualified to perform the duties, while taking into account work schedule and performance of the Employee.

39.07 Acting Lead Hand status shall be clearly denoted on the Employee's timesheet of the applicable period in order for payroll to process the additional hourly rate.

39.08 If the Acting Lead Hand position appears to be ineffective for whatever reason as determined by the Director, then the use of the Acting Lead Hand shall cease.

39.09 The Union agrees that it will not allege a violation of Article 39 arising from any failure to appoint an Acting Lead Hand for absences of three (3) days or less as set out above.

ARTICLE 40 – TRAINING

40.01 The Corporation will send Employees, at the expense of the Corporation, to mandatory training courses. Mandatory training will be offered, where reasonable, on the basis of seniority in a manner that addresses identified operational skills gaps.

40.02 The Corporation shall reimburse Employees, upon submission of detailed original receipt(s), the cost of all licenses (with the exception of the G driver's licenses) and/or certificates including the renewal of such licenses and/or certificates required to perform their job. Employees shall utilize such training, licenses and/or certifications when called upon by the Employer.

40.03 In the event of imposed legislative changes within any Department, the Corporation reserves the right to impose reasonable new training and licencing requirements on Employees at the expense of the Employer. Any new training or licencing requirements shall be facilitated within a reasonable timeframe.

40.04 The Corporation shall reimburse Employees the cost of any medical report necessary to obtain and/or renew any driver's licence which is required to perform their job.

- 40.05** If an Employee wishes to pursue promotional training relevant to their job, the Corporation shall send Employees, at the expense of the Corporation, based on the operational needs of the organization. Promotional training opportunities shall be granted on the basis of seniority.

The Corporation shall reimburse Employees, upon submission of detailed original receipt(s), the cost of all successfully completed promotional training, licenses (with the exception of the G driver's licence) and/or certificates including the renewal of such training, licenses and/or certificates required to perform their job providing that prior written authorization has been obtained from their immediate Supervisor. Employees shall utilize such training, licenses and/or certifications when called upon by the Employer.

ARTICLE 41 – EMERGENCY MANAGEMENT

- 41.01** In the event of an emergency or any situation where there is a threat or perceived threat to life, safety or property, the Parties agree that the Municipality shall deploy all Municipal resources as required. This includes but is not limited to the utilization of staffing resources in a cross divisional manner however, this provision shall not override the requirement that all provisions in this Collective Agreement be adhered to.


ARTICLE 42 – DURATION OF AGREEMENT


- 42.01** This Agreement shall remain in force and effect commencing the 1st day of January, 2025 up to and including the 31st day of December, 2028, and from year to year thereafter, unless either Party gives notice in writing in the ninety (90) day period prior to the expiration date in any year of their desire to alter or terminate same.

Signatures completed on the following page of this Agreement...

SIGNED ELECTRONICALLY this 7th day of July, 2025.


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



Collin Grantham (2025-07-04 13:15 EDT)



Jennifer Pereira

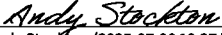

Doug Payne


**For the London Civic Employees,
Local 107
Canadian Union of Public Employees**


Janie McBride (2025-07-05 13:43 EDT)


Brent Robinson (2025-07-04 10:36 EDT)


Dave Franco (2025-07-07 11:42 EDT)


Andy Stockton (2025-07-06 10:27 EDT)


Brian Pacheco (2025-07-07 20:32 EDT)


Geoff LeClair (2025-07-04 11:26 EDT)


Stephen

SCHEDULE A

PUBLIC WORKS DIVISION, ENVIRONMENTAL SERVICES DIVISION SCHEDULE

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>CLASSIFICATION</u>	Annual Increase	+\$0.75, then 3.75%	3.00%	3.00%	4.00%
Labourer	\$16.42-\$24.14	\$25.82	\$26.59	\$27.39	\$28.49
Flex Operator	\$26.56	\$28.33	\$29.18	\$30.06	\$31.26
Public Works Operator	\$29.52	\$31.41	\$32.35	\$33.32	\$34.65
Environmental Services Operator	\$29.62	\$31.51	\$32.46	\$33.43	\$34.77
Shift Premium	\$3.00/hr	\$3.00/hr	\$3.00/hr	\$3.00/hr	\$3.00/hr
Lead Hand	\$2.75/hr	\$3.25/hr	\$3.25/hr	\$3.25/hr	\$3.25/hr

Licensing Grid – Environmental Services Operator Base rate plus ALL applicable rate below			
<u>Level</u>	Water Distribution	Wastewater Treatment	Wastewater Collection
1	\$1.50/hr	\$0.75/hr	\$0.75/hr
2	\$0.40/hr	\$0.40/hr	\$0.40/hr
3	\$0.40/hr	\$0.40/hr	\$0.25/hr
4	\$0.25/hr	\$0.25/hr	\$0.25/hr

SCHEDULE A CONTINUED

PARKS & RECREATION FACILITIES DIVISION SCHEDULE

<u>CLASSIFICATION</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
	Annual Increase	+\$0.75, then 3.75%	3.00%	3.00%	4.00%
Labourer	\$16.42-\$24.14	\$25.82	\$26.59	\$27.39	\$28.49
Flex Operator	\$26.56	\$28.33	\$29.18	\$30.06	\$31.26
Parks and Facility Operator Class 2	\$26.56	\$28.33	\$29.18	\$30.06	\$31.26
Parks and Facility Operator Class 1	\$29.52	\$31.41	\$32.35	\$33.32	\$34.65
Shift Premium	\$3.00/hr	\$3.00/hr	\$3.00/hr	\$3.00/hr	\$3.00/hr
Lead Hand (above F.O. class 1 rate)	\$2.75/hr	\$3.25/hr	\$3.25/hr	\$3.25/hr	\$3.25/hr

Classification:

Parks and Facility Operator Class 1 shall be defined as an Employee who has successfully completed the Certified Ice Technician (CIT) course through the Ontario Recreation Facilities Association (ORFA) and/or has an Operator "B" licence.

SCHEDULE B

Uniform Allowance

The Corporation shall reimburse each Employee one thousand dollars (\$1,000) per calendar year for the cost of CSA approved work boots and any other clothing needed for the Employee's work requirements.

The Uniform Allowance will be issued to each Employee in December of each year preceding the entitlement.

Employees who commence their employment with the Municipality mid-year will receive the appropriate Uniform Allowance on a pro-rated basis by month.

Safety Equipment, as required under the *Occupational Health and Safety Act*, will be supplied by the Corporation at no cost to the Employee.

Cost of logos will be the responsibility of the Municipality.

Uniforms will comply with the Uniform Policy of the Employer.

LETTER OF UNDERSTANDING

BETWEEN:

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

– and –

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES**

RE: COMPRESSED WORK WEEK – PUBLIC WORKS DIVISION

Notwithstanding the provisions of Article 28, the Parties agree as follows:

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

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

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

The above represents a forty (40) hour work week with a half (0.5) hour unpaid lunch break.

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

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

During the compressed work week, the meal allowance identified in Article 30 would be available at twelve (12) or more consecutive hours of work.

In addition, the compressed work week will not attract a shift premium identified in Article 26.

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

Signatures completed on the following page of this Agreement...

SIGNED ELECTRONICALLY this 7th day of July, 2025.

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

CLM
Collin Grantham (2025-07-04 13:15 EDT)

Jennifer Perera

Doug Payne

**For the London Civic Employees,
Local 107
Canadian Union of Public Employees**

JM McBride
Janie McBride (2025-07-05 13:43 EDT)

Brent Robinson
Brent Robinson (2025-07-04 10:36 EDT)

Dave Franco
Dave Franco (2025-07-07 11:42 EDT)

Andy Stockton
Andy Stockton (2025-07-06 10:27 EDT)

Brian Pacheco
Brian Pacheco (2025-07-07 20:32 EDT)

Geoff LeClair
Geoff LeClair (2025-07-04 11:26 EDT)

George

LETTER OF UNDERSTANDING

BETWEEN:

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

– and –

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES**

RE: HOUR OF WORK GRANDPARENTING – ENVIRONMENTAL SERVICES

The normal scheduled hours of work for the Employees listed below shall be Monday to Friday 7:00 a.m. – 3:30 p.m. These Employees and their normal scheduled hours of work, as per this Letter of Agreement, shall be grandparented until such time as the Employee's employment has been terminated as per Article 14 or the Employee has left the Environmental Services Division.

This Letter of Agreement shall expire no earlier than the cessation of employment of all the below noted Employees. The Employees that are grandparented include:

Andy Stockton	Brian Verberne	Jeff Helkaa
Cam Tyler	Dave Verberne	

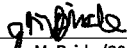
SIGNED ELECTRONICALLY this 7th day of July, 2025.

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

**For the London Civic Employees,
Local 107
Canadian Union of Public Employees**




Collin Grantham (2025-07-04 13:15 EDT)




Jamie McBride (2025-07-05 13:43 EDT)






Brent Robinson (2025-07-04 10:36 EDT)







Dave Franco (2025-07-07 11:42 EDT)



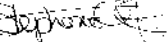
Andy Stockton (2025-07-06 10:27 EDT)



Brian Pacheco (2025-07-07 20:32 EDT)



Geoff McClain (2025-07-04 11:26 EDT)



LETTER OF UNDERSTANDING

BETWEEN:

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

– and –

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES**

RE: RECREATION DIVISION – HOURS OF WORK AVERAGING AGREEMENT

WHEREAS, effective pay period Number 1 of 2023, the Employer changed its pay period from Sunday to Saturday to Monday to Sunday.

AND WHEREAS, an unfortunate result of this change in the pay period structure is that it has affected the Operator's schedule in the Recreation Division in a negative way.

AND WHEREAS, prior to the change, the Operator's schedule was consistent and provided for every other weekend off in the winter, as well as providing greater flexibility during the summer schedule allowing for a better work-life balance.

NOW, THEREFORE, in order to address the concerns brought forward by the employees and Management while maintaining service levels, the Parties agree that for employees working in the Recreation Division the following shall apply:

- 1) Employees shall be scheduled to work eighty (80) hours in a bi-weekly pay period. For the scheduled eighty (80) hours of work, Article 27.06 shall not apply.
- 2) All time worked in excess of the employee's scheduled eighty (80) hours in a bi-weekly pay period, including time worked in excess of eight (8) hours per day, time worked on a scheduled day off, and time worked on a Statutory Holiday shall be in accordance with the Collective Agreement.
- 3) Notwithstanding Article 28.05, Recreation Employees shall work eighty (80) hours in a bi-weekly pay period as per the schedule posted.
- 4) The summer schedule shall be posted no later than May 1st of the year and the winter schedule shall be posted no later than September 1st of the year.
- 5) Employees shall be compensated on a forty (40) hour average work week per bi-weekly pay period.
- 6) OMERS shall be calculated on a forty (40) hour work week.
- 7) The Parties agree that except for the changes outlined and agreed to, all other Articles under the Collective Agreement remain in full force and effect for all employees.

Continued on the following page of this Agreement...

8) This Letter of Agreement is made without prejudice and without precedent.

For clarity, the purpose of these changes is to allow for flexible scheduling of employees in the Recreation Division by the Employer while maintaining consistent pay for the employee. Employees affected by this Letter of Understanding still receive the same overtime benefits as they would have previously. In no way is the intent of this Letter of Understanding meant to reduce any benefit to any employee.

SIGNED ELECTRONICALLY this 7th day of July, 2025.

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

Collin Grantham
Collin Grantham (2025-07-04 13:15 EDT)

Jennifer Pereira

Doug Payne

**For the London Civic Employees,
Local 107
Canadian Union of Public Employees**

Jamie McBride
Jamie McBride (2025-07-05 13:43 EDT)

Brent Robinson
Brent Robinson (2025-07-04 10:36 EDT)

Dave Franco
Dave Franco (2025-07-07 11:42 EDT)

Andy Stockton
Andy Stockton (2025-07-06 10:27 EDT)

Brian Pacheco
Brian Pacheco (2025-07-07 20:32 EDT)

Geoff LeClair
Geoff LeClair (2025-07-04 11:26 EDT)

Deborah G.

LETTER OF UNDERSTANDING

BETWEEN:

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

– and –

**LONDON CIVIC EMPLOYEES, LOCAL 107,
CANADIAN UNION OF PUBLIC EMPLOYEES**

RE: ENVIRONMENTAL SERVICES OPERATORS WEEKEND ROTATION

In the fall of 2022, the Employer provided notice to Employees that the Employer's pay periods would be changing from the then current practice of Sunday to Saturday, to that of Monday to Sunday effective the first pay period of 2023. At this time, the Operators that regularly worked the weekend rotation were notified that their schedule would be changing to meet the terms of the Collective Agreement under the new pay period structure.

An unfortunate result of this change in schedule is some Environmental Services Operators working seven (7) consecutive days in order to get every other Saturday and Sunday off.

In order to address the concerns brought forward by the Employees while maintaining service levels, the Parties agree that Employees in the Environmental Services Division assigned to the Weekend Rotation shall be scheduled to work eighty (80) hours in a bi-weekly pay period. All time worked in excess of the Employee's scheduled eighty (80) hours in a bi-weekly pay period, including time worked in excess of eight (8) hours per day, time worked on a scheduled day off, and time worked on a holiday listed in Article 22.06, shall be in accordance with Article 27.07, and Article 28.18. The normal scheduled day shift shall be in accordance with Article 28.18, and Article 28.19.

For clarity, the purpose of these changes is to allow for flexible scheduling of Employees in the Environmental Services Division assigned to the Weekend Rotation by the Employer while maintaining a consistent schedule and pay for the Employees. Employees affected by this Letter of Understanding still receive the same overtime benefits as they would have previously. In no way does this Letter of Understanding reduce any benefit to Employees.

Signatures completed on the following page of this Agreement...

SIGNED ELECTRONICALLY this 7th day of July, 2025.

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

Collin Grantham
Collin Grantham (2025-07-04 13:15 EDT)

Jennifer Pereira

Doug Payne

**For the London Civic Employees,
Local 107
Canadian Union of Public Employees**

Janet McBride
Janet McBride (2025-07-05 13:43 EDT)

Brent Robinson
Brent Robinson (2025-07-04 10:36 EDT)

Dave Franco
Dave Franco (2025-07-07 11:42 EDT)

Andy Stockton
Andy Stockton (2025-07-06 10:27 EDT)

Brian Pacheco
Brian Pacheco (2025-07-07 20:32 EDT)

Geoff LeClair
Geoff LeClair (2025-07-04 11:26 EDT)

Deborah G.
