



# ***COLLECTIVE AGREEMENT***

*between*

**The Corporation of the City of Sarnia**

*and*

**The Canadian Union of Public Employees  
And Its Local 2713**

*January 1, 2017 - December 31, 2020*

(1)

## INDEX

ARTICLE	PAGE
ARTICLE 1	INTERPRETATION ..... 2
ARTICLE 2	GENERAL UNDERSTANDING & PURPOSE ..... 3
ARTICLE 3	RECOGNITION ..... 3
ARTICLE 4	UNION SECURITY ..... 5
ARTICLE 5	NEGOTIATING COMMITTEE ..... 5
ARTICLE 6	GRIEVANCE PROCEDURE ..... 5
ARTICLE 7	ARBITRATION ..... 8
ARTICLE 8	PROMOTIONS & SENIORITY ..... 9
ARTICLE 9	LEAVE OF ABSENCE ..... 12
ARTICLE 10	LAY OFF ..... 12
ARTICLE 11	VACATIONS AND HOLIDAYS WITH PAY ..... 14
ARTICLE 12	SICK LEAVE ..... 16
ARTICLE 13	BENEFIT PLANS ..... 18
ARTICLE 14	HOURS OF WORK ..... 20
ARTICLE 15	OVERTIME ..... 21
ARTICLE 16	SHIFT & WEEKEND PREMIUMS ..... 23
ARTICLE 17	GENERAL CONDITIONS ..... 23
ARTICLE 18	BEREAVEMENT LEAVE ..... 25
ARTICLE 19	BULLETIN BOARDS ..... 25
ARTICLE 20	JURY DUTY ..... 25
ARTICLE 21	CAR ALLOWANCE ..... 25
ARTICLE 22	PARENTAL/ADOPTION AND MATERNITY LEAVE ..... 26
ARTICLE 23	WAGE RATES ..... 26
ARTICLE 24	DURATION OF AGREEMENT ..... 26
SCHEDULE "A"	..... 28
LETTER OF UNDERSTANDING #1	Time off in Lieu of Overtime ..... 29
LETTER OF UNDERSTANDING #2	Assignment of Overtime ..... 31
LETTER OF UNDERSTANDING #3	Running Lunch ..... 33
LETTER OF UNDERSTANDING #4	Job Descriptions ..... 35
LETTER OF UNDERSTANDING #5	Lead Hand Criteria ..... 36
LETTER OF UNDERSTANDING #6	Labour Management Committee ..... 38
LETTER OF UNDERSTANDING #7	Sick Leave ..... 39
LETTER OF UNDERSTANDING #8	Post Retirement Benefits – Existing Retirees ..... 40
LETTER OF UNDERSTANDING #9	Post Retirement Benefits ..... 41
LETTER OF UNDERSTANDING #10	Class B Refridgeration Certification ..... 42
LETTER OF UNDERSTANDING #11	Boot/Clothing Allowance ..... 43

(2)

This Agreement made in duplicate as of this 13 day of September, 2017  
*between*

The Corporation of the City of Sarnia

*OF THE FIRST PART*

*and*

The Canadian Union of Public Employees and Its Local 2713  
herein referred to as the "Union"

*OF THE SECOND PART*

**ARTICLE 1**    **INTERPRETATION**

**1.01**    In this Agreement,

- a)    Whenever the word "Employee" is used, it shall mean an employee who is a member in good standing of the Union.
- b)    Whenever the word "probationary employee" is used it shall mean an employee who shall be appointed to the permanent staff upon completion of 1040 regular hours of satisfactory service.
- c)    Whenever the word "seasonal employee" is used it shall mean an employee hired by reason of special or known seasonal work. Such employee, if continuing in the Corporation's employ on such work, shall become a permanent employee after completion of eight (8) consecutive months of employment, or eight (8) months of employment in any calendar year.

Seasonals will be called back in order of seniority if qualified subject to a satisfactory performance review.

- d)    Whenever the word "permanent employee" is used it shall mean an employee who has satisfactorily completed his probationary period and a seasonal employee who has satisfactorily completed eight (8) consecutive months of employment.
- e)    Whenever the words "continuous service" are used it shall mean service while on the payroll of the Corporation, including authorized sick leave and authorized leaves of absence. However, when an employee is laid off or terminated, this takes him off the payroll and his service will be deemed to be discontinued as of the date of lay-off or termination.
- f)    Part-time employees shall not work more than forty-eight (48) hours in a two (2) week period unless agreed between the parties. The use of part-time employees shall not result in the displacement of existing staff.

- g) Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine and vice versa, where the context so required.
- h) Wherever the word "qualifications" is used it shall refer to the possession of necessary education, training and certification.
- i) Wherever the word "skill" is used, it shall refer to the competence in particular tasks.
- j) Wherever the word "ability" is used, it shall related to overall qualities of an employee with respect to the work to be done.

## **ARTICLE 2    GENERAL UNDERSTANDING & PURPOSE**

- 2.01**    The purpose of this Agreement is to set forth herein, the rates of pay, hours of work and other working conditions along with the procedures for dealing with grievances and complaints and to promote orderly and peaceful relations between the Corporation and its employees.
- 2.02**    The Corporation and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee or in the administration of any of the provision of this Collective Agreement by reason of any grounds prohibited under the *Ontario Human Rights Code*, nor by reason of the employee's membership or activity in the Union.
- 2.03**    The Corporation and the Union acknowledge that the *Ontario Human Rights Code*, the *Employment Standards Act* and the *Ontario Labour Relations Act*, shall apply to all employees.
- 2.04**    The Corporation and the Union endorses the right of every employee to work in an environment free from harassment.
- 2.05**    Employees shall be given the right to call in any Union official to represent him.

## **ARTICLE 3    RECOGNITION**

- 3.01**    a) The Corporation recognizes the Union as the sole collective bargaining agent for all employees of the Arenas and Parks, save and except foremen, persons above the rank of foremen, office, clerical and technical staff, persons employed for not more than forty-eight (48) hours per two (2) week period, and students employed during school vacation period.

- b) When the Employer establishes a new classification, the parties shall meet and discuss the nature of the classification and whether it fits into the scope of the Collective Agreement or otherwise. Positions determined to be part of Schedule "A" shall be placed into the Schedule by mutual agreement.

**3.02** The Corporation agrees that there shall be no lockouts and the Union agrees that there shall be no strikes so long as this Agreement continues to operate. Strike and Lockout shall be as defined in the Labour Relations Act of Ontario.

**3.03** Management Rights

The Union acknowledges that it is the exclusive function of the Corporation to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, classify, transfer, promote or discipline employees;
- c) make rules and regulations governing the conduct of employees;
- d) generally, to manage the operation of the Corporation in accordance with its responsibilities;
- e) the foregoing subsections (a to d inclusive) are subject to the terms and provisions of this Agreement.

**3.04** No employee shall be required or permitted to make a written or verbal agreement with the Corporation or its representatives which is contrary to this Agreement without the involvement of the Union.

No agreement is binding on the City that is contrary to the City's Management Rights or the Collective Agreement without the signature of the Chief Administrative Officer or the Manager of Human Resources.

**3.05** New Hires

The Employer will make every effort to introduce new hires to the Union Executive or Union Steward.

**3.06** Union Meetings

Upon approval, the Employer will permit the use of its premises as available for the purpose of Union meetings without cost to the Union.

**3.07** Contact Information

The employer will provide to the union the following lists in electronic format twice per year:

1. Contact Information – this list will include each employee's name, address and phone number.
2. Employment Information – this list will include each employee's name, job title, employment status.

**ARTICLE 4    UNION SECURITY**

- 4.01**     All employees shall be and remain members of the Union as a condition of employment subject to the Labour Relations Act. All probationary employees shall become members of the Union after 520 regular hours of service with the Corporation as a condition of employment.
- 4.02**     The Corporation shall deduct from the wages of each employee, such Union dues as are levied upon the members in accordance with its Constitution and by-laws.
- 4.03**     The Corporation will remit such amounts immediately after the first day of each month to the Treasurer of Local 2713.
- 4.04**     The Union indemnifies the Corporation from any and all claims which may be made against the Corporation for amounts deducted from pay as herein provided.

**ARTICLE 5    NEGOTIATING COMMITTEE**

- 5.01**     The Union has the right to appoint or otherwise select a Negotiating Committee of not more than four (4) members for the purpose of carrying out all matters pertaining to collective bargaining. The Union will advise the Employer in writing of the Union nominees to the Committee.

Employees representing the Union on the Negotiating Committee shall not suffer any loss of pay or benefits for time involved in negotiations with the Employer up to and including Conciliation and Mediation.

- 5.02**     It is understood each party shall be entitled to such counsel and technical assistance as they may desire at any meetings of the parties.

**ARTICLE 6    GRIEVANCE PROCEDURE**

- 6.01**     There shall be no loss of wages by employees for attendance at mutually arranged meetings with Corporation administrative officials during working hours.
- 6.02**     In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting the grievance in accordance with the grievance procedure.
- 6.03**     The Union shall notify the Employer in writing of the name of each Steward and the department represented before the Employer shall be required to recognize the Steward.

- 6.04** The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and will not leave work during working hours except to perform the duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the supervisor.
- 6.05** The Union has the right to appoint or otherwise select, three Stewards.
- 6.06** A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.
- 6.07** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until the immediate supervisor has first been given the opportunity of adjusting the complaint.
- If an employee has a complaint it shall be discussed with the immediate supervisor within two (2) working days after the circumstances giving rise to the complaint have originated or occurred. The immediate supervisor shall give a decision within two (2) working days following such discussion and failing settlement, it may then be taken up as a grievance in writing on a form suitable to the Corporation and the Union, within two (2) working days following receipt of the immediate supervisor's decision.
- 6.08** Should a grievance arise, the aggrieved employee(s) will discuss the grievance with the Union Steward in the department and an earnest effort shall be made to settle the grievance fairly and promptly.

Grievances shall be adjusted and settled as follows:

**STEP 1** The grievance will be presented in writing to the Director of Parks and Recreation by the Union Representative. A meeting with the Director of Parks and Recreation or designate, the respective supervisor (if requested by either party), a member of the Union Grievance Committee and the aggrieved employee(s) will be arranged within five (5) working days and the Director of Parks and Recreation will give his answer in writing to the aggrieved employee(s) within five (5) full working days of the meeting, and will file a copy with the Corporation.

(7)

**STEP 2** If a grievance is still not settled, the grievance may, within five (5) working days of receipt of the Director of Parks and Recreation' decision, be submitted in writing to the Manager of Human Resources indicating the Director of Parks and Recreation' answer is unsatisfactory. A meeting with the Manager of Human Resources or designate and the parties concerned, including the aggrieved employee(s), will be held within seven (7) working days of the submission of the grievance to the Manager of Human Resources. The decision shall be given within ten (10) working days of the meeting being held, in writing, to the aggrieved employee(s) and the President of Local 2713.

**STEP 3** If a grievance is still not settled, then within seven (7) working days of receipt of the Step 2 decision, the aggrieved employee(s) may submit to the Chief Administrative Officer (CAO) in writing, that the Step 2 decision is unsatisfactory. A meeting with the CAO and the National Representative and the parties concerned, including the aggrieved employee(s), will be held within seven (7) working days of the submission of the grievance to the CAO or such longer period as mutually agreed to suit the needs of the parties, in writing. The CAO shall give his decision within ten (10) working days of the meeting being held, in writing, to the aggrieved employee(s), the President of Local 2713 and the National Representative.

At each step, Union and Management will have equal representation.

**STEP 4** Failing settlement under the foregoing procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, such difference or question may be submitted to arbitration hereinafter provided. If no written request for arbitration is received within twenty (20) working days after the decision in **STEP 3** is given, it shall be deemed to have been settled.

**6.09** All agreements reached under the grievance procedure between the representatives of the Corporation and the representatives of the Union will be final and binding upon the Corporation, the Union and the employees.

**6.10** Policy Grievance

Any dispute which concerns the interpretation, alleged violation or application of this Agreement and which involves the interest of the employees as a whole, and which should not properly be the subject of an individual grievance, may be taken up by the Union as a policy grievance and processed in accordance with the grievance procedure if a written statement of such grievance is lodged with the Manager of Human Resources or designate within ten (10) working days after the circumstances giving rise to the grievance originated. All preliminary steps of the grievance procedure prior to STEP 2 will be omitted in such cases.



It is understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed.

- 6.11** No employee covered by this agreement shall be discharged before an investigation is made and until such person has received from the employing department of the Corporation, written notice containing reasons for the action taken or to be taken.
- 6.12** A grievance involving the dismissal of a permanent employee shall be originated under **STEP 3** and any grievances involving the suspension of a permanent employee shall be originated at **Step 2** within five (5) days of the occurrence.
- 6.13** An employee shall be given a copy of the employee's signed performance appraisal at the same time as the employee signs the appraisal.
- 6.14** It is understood that the Manager of Human Resources and/or the Chief Administrative Officer (CAO), may at any time request a meeting with the Grievance Committee and a National Representative of the Union to discuss any complaint with respect to the conduct of the Union, its officers or members in its relationships with the City and that if such complaint by the City is not settled to the mutual satisfaction of the conferring parties, it shall be treated as a Step 3 grievance and may be referred to arbitration for determination in the same way and to the same extent as the grievance of any employee.

## **ARTICLE 7    ARBITRATION**

- 7.01** When either party decides that any difference as hereinbefore provided shall be submitted for arbitration, it shall make such request in writing, addressed to the other party to this Agreement. Suggested Arbitrators for consideration will also be provided in writing.
- 7.02** If they are unable to agree on an agreeable Arbitrator within a further period of five (5) working days, either party may then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.
- 7.03** No person may be appointed an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.04** The Arbitrator shall not have the jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 7.05** No matter may be submitted to arbitration which has not been properly carried through all previous Steps of the grievance procedure.

- 7.06** The proceedings of the arbitration will be expedited by the parties hereto and the decision of the arbitrator will be final and binding upon the parties thereto. Exclusive of discipline and discharge cases, any grievances involving the interpretation or application of this agreement which has been disposed of hereunder shall not be made the subject of another arbitration unless the circumstances in the instant case are different from the original settlement.
- 7.07** The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties.
- 7.08** The parties will jointly bear the expenses of the Arbitrator.
- 7.09** Prior to proceeding to arbitration, the parties may mutually agree to use the services of a grievance mediator provided the request for a grievance mediator is made within the twenty (20) working days specified in Step 4 of the Grievance Procedure. It is further agreed that discussions and offers of settlement at grievance mediation can not be utilized in the arbitration process.

## **ARTICLE 8 PROMOTIONS & SENIORITY**

- 8.01** Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis. A probationary employee will have no seniority rights. Upon the probationary employee becoming a permanent employee, permanent seniority shall date back to the day on which his employment began. A seasonal employee will have no permanent seniority rights and upon becoming a permanent employee, he shall be credited with up to eight (8) months of seniority.

A seasonal employee will acquire seasonal seniority commencing on the hire date of their third consecutive seasonal hire. For identical dates of hire the tie breaker will be a lottery.

Seniority shall include service with the Employer since last date of hire. Seniority shall be used as specified in the Collective Agreement. Seniority shall operate on a Bargaining-Unit-wide basis.

- 8.02** An employee who leaves the Bargaining Unit but remains in the employ of the Corporation and re-enters the Bargaining Unit shall not accumulate seniority during absence from the Bargaining Unit but shall be credited with the seniority for the time worked prior to leaving the Bargaining Unit. A person who re-enters the Bargaining Unit shall start in the capacity of General Maintenance 1 or in a capacity as determined by the Employer, providing no other employee is displaced as a direct result of the action.

If such employee has been out of the Bargaining Unit for one (1) year or more, he returns as an employee with no seniority in the Bargaining Unit but maintains seniority for the purposes of vacation selection and benefits.

**8.03** The Employer will maintain up to date permanent and seasonal seniority lists showing the date upon when the seniority commenced. The up to date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year.

**8.04** When the Corporation decides to fill a vacancy in Schedule "A" or create a new position in Schedule "A", the vacancy will be posted on all bulletin boards where employees report to work, for seven (7) working days so that all members will know about the vacancy or new position. The Employer will advise the Union if there will be an interview and/or testing process. Should there be interview and/or testing, candidates will be advised in writing no later than three (3) working days prior to the interview and/or testing process.

As soon as possible after the closing of the posting, the Secretary of the Union shall be advised of the Employer's decision. The successful applicant will be subject to a maximum trial period of 694 regular hours. If during the trial period the employee requests to return to the employee's previous job or it is decided that the employee's performance is unsatisfactory, the employee shall be returned to such previous job.

The Assistant Supervisor classification will be appointed by Director of Parks and Recreation to cover a Supervisor's absence of at least one (1) week in duration due to vacation, sickness and or WSIB. Incidental or sporadic absences of less than one (1) week in duration will be appointed at the discretion of the Director of Parks and Recreation.

**8.05** The Corporation and the Union recognize that the ability and efficiency of individual members governs to a large extent, the maintenance of efficient service to the public. Therefore, in promotions, lay-offs and recalls, the qualifications, skill and ability of the employee shall be the governing factors. In the event that the skills, ability and qualifications of the applicants for the position are relatively equal, seniority will be the governing factor in awarding of the position.

An executive officer of the Union may at any time, contact the Department Head, to gain information concerning promotions which have been made which do not follow the seniority list. In the event that the Union is not satisfied with the information received, the Union, through its Grievance Committee, may file and process a grievance under the provisions of the grievance procedure.

**8.06** An employee shall lose all seniority rights and be deemed to be terminated if the employee:

- a) voluntarily quits the employ of the Corporation;
- b) is discharged for just cause and is not reinstated.

(11)

- c) fails to report for work within seven (7) days after being notified by the Corporation by priority post or courier to his last known address following a lay-off, or fails to advise the Corporation within three (3) days of his intention to report for work pursuant to the notification;
- d) is absent for three (3) consecutive working days without notifying the Corporation, unless a reason satisfactory to the Corporation is given;
- e) is absent due to a lay-off for more than twelve (12) months;
- f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted; or
- g) if he is in receipt of L.T.D. or W.S.I.B. benefits for a continuous period of twenty four (24) months subject to applicable legislation.

Note: Article 8.06 (g) will be interpreted in a manner consistent with the *Ontario Human Rights Code*.

The following are considered serious offences and are subject to expedited progressive discipline which may include termination:

- h) misrepresentation of an absence;
- i) knowingly operating City vehicle(s) without a valid drivers license.

## **8.07**

Prior to advertising outside for full-time vacancies to which an existing full time employee has either not applied for or been given, the Employer shall notify all seasonals (active or those who are laid off and are eligible for re hire from the previous season) of the vacancy to the last known address provided by the employee at the end of the previous season.

In assessing seasonal candidates for a permanent position, consideration will be given to the seasonal employee's education, experience and work history to determine qualifications and ability to meet the requirements of the position.

If, in the judgment of the Employer, two or more seasonal applicants are qualified for the permanent position and possess relatively equal qualifications, the employee with the greatest seasonal seniority shall be given the position.

Upon completion of the recruitment process and where no seasonal applicant has been selected, the Corporation will advertise the vacancy externally.

The Corporation will make every effort to ensure that seasonal employees are offered in-house training opportunities which are necessary qualifications to obtain a permanent position. While on layoff the employee may access in house training without pay.

- 8.08** Any employee, sent for a course to obtain a position who fails to successfully complete said course will not be eligible for further discretionary training for a period of one (1) year and will not be sent to repeat any unsuccessful courses unless, in the sole discretion of the Employer, it is beneficial to do so.

## **ARTICLE 9 LEAVE OF ABSENCE**

- 9.01** The Corporation may grant a leave of absence without pay at its discretion.
- 9.02** The Corporation shall grant leaves of absence without pay to not more than two (2) employees to attend the Union convention, provided the total amount of such leave shall not exceed twenty (20) working days in the aggregate per year. In such cases, the Employer shall continue to pay the employee(s) and bill back the Union for wages and mandatory benefits. The Union agrees to provide at least two (2) weeks notice prior to the date of the Union convention.
- 9.03** Except as required by the pregnancy and parental leave provisions of the Employment Standards Act and the provisions of the Workplace Safety and Insurance Act, seniority will not accumulate during authorized leaves of absence without pay of over one (1) month duration.
- 9.04** An employee, if granted leave of absence by the Corporation to join the Armed Services of Canada, shall have his seniority continued while away on such duty provided the employee returns to his original civic position within three (3) months after normal discharge from the Armed Forces.
- 9.05** Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiation meetings with the Employer during working hours.
- 9.06** No leave will be granted for the purpose of taking other employment for hire unless by mutual agreement of the parties or with C.U.P.E., C.L.C. or the O.F.L., which shall not exceed a period of one (1) year.

## **ARTICLE 10 LAY OFF**

- 10.01** Whenever it becomes necessary to reduce staff, reductions shall proceed as follows: seasonal staff in reverse order of seniority, probationary employees in reverse order of hire date, and then full time employees shall be laid off in reverse order of seniority providing the senior employee(s) possesses the qualifications, skill and ability to do the remaining job(s) efficiently.

Any executive officer of the Union may contact the Department Head or the Manager of Human Resources to gain information concerning lay-offs. In the event that the Union is not satisfied with lay-offs which do not follow the seniority list, the Union, through its Union Committee, may file and process a grievance under the provisions of the grievance procedure.

- 10.02**
- a) Subject to other provisions in this Article, discretionary rights as to hiring, re-hiring, laying-off, terminating or dismissing probationary employees or temporary employees, shall be retained by the Corporation and any such action shall not be subject to the grievance procedure.
  - b) Where an employee is laid off, the employee shall have the right to implement bumping rights within five (5) working days of notification of layoff, as follows:

A displaced employee may bump a less senior employee, providing he has the qualifications, skill and ability to do the job of the less senior employee. On this basis, an employee may bump upwards, downwards or laterally.

Employees exercising their bumping rights shall supply to the employer their bumping choices in priority order. The employer shall notify the bumping employee of the results of the bumping request within five (5) working days exclusive of vacations and illness of the officials necessary to participate in the decision process.

Employees who are deemed not to be qualified for the position they are requesting to bump into shall be advised of the reasons for the denial, in writing, with a copy to the Union.

- 10.03**
- No permanent employee hired, as follows, shall be laid off from employment as a direct result of the Corporation contracting out any of its present work or services:

2017 – prior to January 1, 2012  
2018 – prior to January 1, 2013  
2019 – prior to January 1, 2014  
2020 – prior to January 1, 2015

- 10.04**
- Employees shall be recalled in the order of their seniority providing they possess the qualifications, skill and ability to do the job.

**ARTICLE 11 VACATIONS AND HOLIDAYS WITH PAY**

- 11.01**
- a) Employees with less than one (1) year's service shall be entitled to a vacation with pay in accordance with the Employment Standards Act.
  - b) All permanent employees with from twelve (12) months to four (4) years of continuous service who are on the active payroll of the Corporation shall be granted an annual vacation of eighty (80) hours with pay. Effective January 1, 2018, all permanent employees with from twelve (12) months to three (3) years of continuous service who are on the active payroll of the Corporation shall be granted annual vacation of eighty (80) hours with pay.
  - c) All permanent employees with more than four (4) years of continuous service who are on the active payroll of the Corporation shall be granted an annual vacation of one hundred and twenty (120) hours with pay. Effective January 1, 2018, all permanent employees with more than three (3) years of continuous service who are on the active payroll of the Corporation shall be granted an annual vacation of one hundred and twenty (120) hours with pay.
  - d) All permanent employees with more than ten (10) years of continuous service who are on the active payroll of the Corporation shall be granted an annual vacation of one hundred and sixty (160) hours with pay.
  - e) All permanent employees with more than fifteen (15) years of continuous service who are on the active payroll of the Corporation shall be granted an annual vacation of two hundred (200) hours with pay.
  - f) All permanent employees with more than twenty-three (23) years of continuous service who are on the active payroll of the Corporation shall be granted an annual vacation of two hundred and forty (240) hours with pay.
  - g) Should an employee who has commenced vacation leave incur any illness or injury which requires treatment at a medical facility and which also qualifies for sick leave in accordance with Article 12.02 (a), said qualified period shall not result in a deduction from vacation credits for the qualified period. It will however count as a frequency of absence as referred to in Article 12.02 (c). The period of displaced vacation will be reinstated at a time mutually agreeable between the employee and his Director.

- 11.02** (i) An employee whose employment is terminated or who is laid off will be granted a pro-rata lesser amount of vacation pay based on the period that he has been in the active employ of the Corporation, since the date on which he became entitled to his immediately previous vacation, if any. When an employee dies his estate will be credited with the value of vacation credits owing him.
- (ii) When a holiday as listed in Article 11.03 falls or is observed during an employee's vacation period, the holiday will be indicated as such on the vacation schedule and the employee shall be allowed an additional vacation day at a time mutually agreeable between the Employer and the employee.

- 11.03** (i) Regardless of the day upon which the holiday occurs, all employees of the said department shall be paid for the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day
Civic Holiday	Family Day

- (ii) The last half of the shift of the workday immediately preceding either Christmas or New Year's Day and as determined by the Corporation, will be recognized as a half ( $\frac{1}{2}$ ) day holiday.
- (iii) In the event that a paid holiday falls on a Saturday or Sunday, employees on fixed shifts shall be given either the Friday before or the Monday after in lieu.

Should a paid holiday fall on an employee's scheduled day off, employees on a rotating shift shall be given an alternate day off at a time mutually agreed between the employee and his supervisor.

In relation to the above provisions, if the employee is replacing in another classification or in a classification outside the scope of this agreement, they shall be paid at their relieving rate.

- 11.04** For the purposes of clarification, it is agreed and understood between the parties that effective January 1, 1991, vacation entitlement will be calculated on the basis of the employee's seniority as of December 31 of the previous year. After this date, employees with less than one (1) year of seniority will be entitled to vacation prior to December 31 of the year in which the employee is hired, on a pro-rata basis. Employees hired after September 1<sup>st</sup> may carry the pro rated vacation entitlement over to the next calendar year.



Upon termination, employees hired by the City of Sarnia prior to December 31, 1990 will have their vacation entitlement pro rated from their anniversary date to December 31, and from January 1 of the year of termination to the actual termination date. All other employees upon termination, will have their vacation entitlement pro rated from January 1<sup>st</sup> of the year of termination to the actual date of termination.

If, during the year in which the vacation is being taken, the employee is entitled to additional vacation, then such vacation entitlement will be added to what the employee was entitled to as of December 31 of the previous year and such vacation entitlement must be utilized prior to December 31 of the year in which the additional entitlement was earned unless otherwise mutually agreed between the employee and the Employer.

## **ARTICLE 12 SICK LEAVE**

**12.01** Employees shall earn paid sick leave at the rate of twelve (12) hours per month which will be accumulative to a maximum of one thousand and forty (1040) hours. Probationary and temporary employees are not entitled to sick leave.

Upon completion of the probationary period or in the case of a temporary employee, he shall be credited with twelve (12) hours of sick leave for each month during the probationary and or temporary period.

Employees with accumulative sick leave in excess of one thousand and forty (1040) hours shall be credited yearly with one hundred and forty four (144) hours of sick leave provided it is earned at the rate of twelve (12) hours per month but will not be accumulative from year to year unless the employees accumulative sick leave falls below one thousand and forty (1040) hours.

**12.02** Sick leave may be granted subject to the following conditions:

- a) Employees taken ill shall notify their supervisor or designate as soon as possible but no less than within two (2) hours of starting time of their inability to be present. When requesting sick leave, the Corporation may require that a doctor completes the City's medical certificate form. In all cases, a doctor shall complete the City's medical certificate form and be supplied to the Corporation when the absence due to illness exceeds three (3) consecutive days.

The employer and the union promote an early and safe return to work from illness and or injury. Employees are required to provide the Director of Parks and Recreation or designate any updates on all changes to their limitations and restrictions to facilitate an early and safe return to work where applicable.

Abuse of sick leave will be subject to discipline.

Failure to provide all required information will result in no payment of sick leave. Such information shall be kept confidential between the Manager of Human Resources or designate and the employee. The Employer shall reimburse an employee reasonable and customary cost, to a maximum of \$20, for any medical certificate that is required by the Employer.

- b) sick leave payments shall be based upon the employee's regular rate of pay and an eight (8) hour day;
- c) entitlement to sick leave payment shall, after the third absence due to illness during any calendar year, commence after two (2) full days of illness.

The Corporation shall have the right to waive this provision subject to acceptable medical documentation supporting the need for an ongoing medical absence from work due to a chronic medical condition that cannot be accommodated based on the employee's restrictions and limitations as authorized by a physician. For consideration of this waiver throughout each calendar year, a Physician's Statement – Application for Waiver must be completed in full and returned to Human Resources. If the Corporation does not waive this provision the Union may request a meeting for information and make representation. The President, one other representative of the Union and the employee may attend.

- d) permanent employees shall receive full net pay while on full temporary total disability Workplace Safety & Insurance Board benefits, provided the employee has enough sick time to be charged two (2) hours for each day on full temporary total disability benefits. If the employee runs out of sick leave, the employee shall only receive the amount of pay determined by the Workplace Safety and Insurance Board

Employees may elect not to utilize their sick leave to top up full temporary total disability Workplace Safety and Insurance Board benefits. Upon receipt of their signed written request it will be effective for the next full pay period. Once this choice has been made the employee may change their election without retroactivity; and

- e) In the case of a sudden or unexpected serious illness of an employee's immediate family member (spouse, dependent children or parents) residing in the employee's household, and where no one at home can provide for the needs of the ill family member, the employee shall be entitled to use a maximum of forty (40) sick leave hours per calendar year to care for the family member who is ill. Sick leave used for this purpose shall be drawn from the employee's accrual under Article 12.01. All requests are to be submitted to the Manager, Human Resources or designate for approval.

Special circumstances may be considered subject to the approval of the CAO or the Manager of Human Resources.

- f) Prior to returning from sick leave after a three day absence, it is the employee's responsibility to provide a completed City's medical certificate form to their supervisor or the Human Resources Department and report to their supervisor the date of their return to work as soon as possible after learning of their return to work date, but no later than thirty (30) minutes before the start of their first shift back to work.

An employee returning from sick leave with restrictions shall provide as much notice as possible to the City but no less than one (1) day notice if they are returning to work with restrictions to allow the City time to search for modified work. If this notification is not provided, the daily duty roster for that day will not be changed except at the discretion of the Supervisor, assigning work for that day. Should an employee be unable to contact their supervisor prior to their return to work the employee will provide the information required under this article to the Director of Parks and Recreation or the on call supervisor.

**12.03** The Corporation shall provide eligible employees with a Long Term Disability Plan providing the following:

- a) after seventeen (17) consecutive weeks of sickness or accident, employees shall apply for benefits under the Long Term Disability Plan. After seventeen (17) consecutive weeks of sickness or accident any employee may exhaust any accumulated sick leave benefits which will be a direct offset of LTD benefits prior to receiving Long Term Disability Benefits;
- b) employees shall receive 75% of their basic salary to a maximum of \$5,000.00 per month;
- c) the cost of this Plan is to be borne by the Corporation;
- d) The Corporation agrees to continue payment of their share of premiums as outlined in Article 13, for a period of three (3) months and Extended Health Care Benefits only, for a period of twelve (12) months after an employee has exhausted their sick leave or goes on Long Term Disability. Long Term Disability benefits are subject to the terms and conditions of the carrier and its master policy.

**ARTICLE 13 BENEFIT PLANS**

**13.01** Exclusive of the provisions of Article 13.04, the employer shall assume the payment of the premium costs for the benefits provided under Article 13 after the completion of the probationary period.

**13.02** The Corporation agrees, upon completion of the probationary period, to contribute 100% of the monthly premiums of the Semi-Private Hospital accommodation and Extended Health Benefits Plan for each employee who has completed the eligibility requirements as established in the respective plans while on the payroll and in the employ of the Corporation.

The Extended Health Care shall have an annual deductible of \$25 single/\$50 family and be a voluntary generic drug plan. The prescription dispensing fee is capped at \$10.00. The Extended Health Care Plan shall provide Deluxe Travel and Overage Dependant Student, \$2,250 bundle cap for chiropractic, physiotherapy and or massage per calendar year and an annual prostate examination coverage.

- 13.03** All eligible employees, upon completion of the probationary period, shall be entitled to group insurance representing approximately two and one-half (2½) their annual wage and Dependant coverage of \$15 000.00 for spouse and \$15 000.00 per child. The Corporation will pay 100% of the cost.

When an employee retires they may elect to continue coverage by paying 100% of the premiums at group rates to age 65 subject to the terms and conditions of the policy.

- 13.04** Except as required by the pregnancy and parental leave provisions of the Employment Standards Act and the provisions of the Workplace Safety and Insurance Act, employees on extended leaves of absence without pay over one (1) month duration or employees who have exhausted their sick leave time, will be required to pay 100% of employee benefits including dental, vision care, semi-private hospital, extended health care and group life.

- 13.05** The Corporation agrees, upon completion of the probationary period, to provide eligible employees with a Dental Plan equivalent to Liberty Health #9 at current less one year O.D.A. fee guide rates. The Corporation shall pay 100% of the cost.

The above-noted plan will provide for Pitt and Fissue Sealant, nine (9) month preventative check-ups for adults only and at once per six (6) months for dependant children. The plan shall also provide overage dependant student coverage.

The Corporation will provide Major Restorative coverage involving 50/50 co-insurance with a \$3 000.00 per calendar year maximum. The Corporation shall pay for 100% of the cost.

An Orthodontic rider will be provided on a fifty/fifty (50/50) co-insurance basis. Orthodontic coverage is for dependant children only, with a lifetime maximum of \$3 500 for each dependant child. The Corporation shall pay for 100% of the cost.

- 13.06** The Corporation agrees, upon completion of the probationary period, to provide eligible employees with a Vision Care Plan of \$450.00 per family member every two (2) calendar years. Coverage will also include an eye exam every two (2) calendar years with a cap of one hundred dollars (\$100). Employees may use their two (2) calendar years allotment towards a one time laser eye surgery treatment. The Corporation will pay 100% of the cost. The Plan shall provide overage dependant student coverage.
- 13.07** Every employee shall keep the Corporation informed of changes in his marital status or number of dependants on a form provided by the employer.
- 13.08** The Employer shall not change benefit plans or benefit carriers unless the coverage is equal to or better than the existing coverage.
- 13.09** All benefits are subject to the terms and conditions of the carrier and its master policy.
- 13.10** Future retirees effective date of ratification will have a Retiree Benefits Account prorated in the first and last year of entitlement as follows:
- \$4,000.00 per year per family or;
  - \$2,000.00 per year per retiree
  - One year rollover of unused balances.

Criteria for which the retired employee has to meet to be entitled to the Retiree Benefits Account are as follows:

- Employees must qualify for an early retirement as set out in the O.M.E.R.S Act
- Employees must have at least 25 years of service
- Employees must remain a resident of Ontario
- Benefits to cease at age 65 or upon death of retiree, whichever occurs first
- If the retiree takes other employment, the benefits will cease

#### **ARTICLE 14 HOURS OF WORK**

- 14.01** All employees shall work a forty (40) hour week. Business hours will be defined as far as is practicable, between the hours of 6:00 a.m. and 2:00 a.m. of the next day in a seven (7) day period. Shift durations can be defined as eight (8) hours or ten (10) hours. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one-half (1/2) hour lunch period and two (2) fifteen minute rest breaks on job site each morning and afternoon. There will be no splitting of shifts.

**14.02** There shall be no change to an employee's scheduled shifts unless the employee is provided with as much advance notice as possible, but in no case less than forty-eight (48) hours. If such notice is not given then the employee shall be paid at the rate of time and one-half (1½) for the hours worked, for the first shift so scheduled.

**14.03** Earned Days Off (EDOs)

Earned Days Off (EDOs) will be granted on the following basis:

1. Employees will work an additional half hour each day which is banked at straight time as an earned day off. Employees are entitled to a day off with pay once every three (3) weeks;
2. The day off will be Friday or Monday and will be scheduled on an annual basis with Management's approval;
3. There will be no accumulating of the earned day off;
4. No employee will be allowed to switch their Friday or Monday with another employee for any reason;
5. If an employee is required to work on their day off, the applicable overtime rates will apply unless the department head had previously arranged to reschedule it to another day. If it is rescheduled, the day must be taken prior to their next E.D.O. – **no exceptions**;
6. If an employee is off for three (3) weeks or longer for any reason, or on an accommodation working less than full-time hours, he/she is not entitled to an E.D.O. during that period.
7. Employees working ten (10) hour shifts and part-time employees will not be entitled to EDOs.

Any deviation from the above Policy must be approved by the Manager of Human Resources or designate in writing.

**ARTICLE 15 OVERTIME**

**15.01** If it becomes necessary during an emergency or otherwise as determined by the director that an employee shall work more than the hours prescribed herein per day or per week, such employee working on the day shift shall receive time and one-half (1½) for overtime worked in excess of eight (8) hours up to midnight, and double (2) time for time worked after midnight up to his normal starting time.

An employee required to work after the completion of the employee's normal shift shall receive time and one-half (1½) for the first eight (8) hours and double (2) time for any hours worked in the second eight (8) hour period.

**15.02** Employees called to work on holidays listed in Article 11.03 (i) above, shall be paid time and one-half (1½) in addition to the regular rate of pay allowed to all employees for these holidays.

Notwithstanding the above, when an employee is called to work on New Year's Day, Family Day, Easter Monday, Victoria Day, Civic Holiday, Labour Day, Christmas Day or Boxing Day, they shall be paid double (2) time for all hours worked on the actual holiday in addition to the regular rate of pay allowed to all employees for these holidays. It is understood and agreed that there shall be no pyramiding of premiums.

- 15.03** If a full-time employee is contacted during nonworking hours and is asked to report to work, they shall receive a minimum of two (2) hours pay at the appropriate overtime rate for all time spent performing the work.

Time spent on a call-out shall be deemed to include time spent at the commencement of operating any City equipment or from the time the employee reaches the Employer's premises whichever occurs first, to leaving the Employer's premises or ceases operating City equipment whichever is later at the end of the call-out.

If an employee receives a second call-out within two (2) hours of the start of the first call-out, the two (2) hours minimum payment shall not apply for the second call-out and the employee shall be paid only for the actual time spent on the second call-out.

If an employee is called out less than two (2) hours prior to the commencement of their scheduled shift, the employee will be paid at the appropriate overtime rate of pay up to the start of their regular shift.

- 15.04** No employees covered by this Agreement will be required to take time off in lieu of overtime worked. The Corporation will endeavour to distribute overtime as equally as possible. If an employee is mistakenly by-passed, they shall be offered the next overtime opportunity in their area for duties they normally perform.

- 15.05** Whenever employees are required to work emergency overtime in excess of one (1) hour beyond their normal workday shift of eight (8) hours, or after four (4) hours of work on call-out or after four (4) hours of overtime, the Corporation shall supply for such employees, hot meals to the value of \$17.00 including applicable taxes. If such members of the Union are required to work for four (4) additional hours or more, at the end of each additional four (4) hour period they shall be supplied an additional hot meal up to the value of \$10.00 each including applicable taxes. A \$10.00 meal chit will be provided if reporting up to at least one and one-half (1½) hours prior to the start of a shift.

Payment under this article will be by direct deposit for the employee's next pay period.

Employees are not eligible for an overtime meal if the overtime requirement is known in advance of the working day.

- 15.06** Those employees required to work a shift other than the day shift are entitled to have a thirty (30) minute lunch period as part of their eight (8) hour day.
- 15.07** If an employee is attending a training course, seminar, conference, workshop or other event where their participation is not mandatory, the employee will not be eligible for overtime for travelling to and from the destination of the event or if the event lasts longer than the normal work day.

**ARTICLE 16 SHIFT & WEEKEND PREMIUMS**

- 16.01** Employees regularly performing shift work shall receive a premium of \$1.50 per hour increasing to \$1.60 per hour effective January 1, 2018 and increasing to \$1.70 per hour effective January 1, 2020 for working the evening shift and for working the night shift.
- 16.02** Evening shifts shall be defined as those shifts in which the major portion of hours worked occurs between 4:00 p.m. and 12:00 midnight. Night shift shall be defined as those shifts in which the major portion of hours worked occurs between 12:00 midnight and 8:00 a.m.
- 16.03** Those employees whose work week is scheduled to include a Saturday and/or Sunday, shall receive a premium of \$1.50 per hour increasing to \$1.60 per hour effective January 1, 2018 and increasing to \$1.70 per hour effective January 1, 2020 for actual hours worked on Saturday and Sunday.

**ARTICLE 17 GENERAL CONDITIONS**

- 17.01** The Corporation reserves the right to utilize Corporation-owned equipment to the best advantage of the operation.
- 17.02** Sanitary toilets, soap, washbasins and lunchroom facilities shall be provided. Such facilities shall be kept clean.
- 17.03** Employees shall be provided with short coat and trousers (rainwear), insulated rubber boots, gloves and orange safety or blue coveralls when required or bib coveralls if desired. Such equipment will be signed for by each employee to whom it is issued or supplied and such person shall be charged with the responsibility of taking good care of the property, including cleanliness.
- 17.04** The Corporation further agrees to post on the bulletin boards, a copy of all orders, regulations or instructions, affective working conditions of the employees to the Secretary of the Union.
- 17.05** Staff hired under a Senior Government make-work program shall not be subject to any of the terms of this Agreement. It is understood that City participation in these programs will not as direct result, cause the lay-off of permanent employees.



- 17.06** All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Director of the department (with a copy to the Manager of Human Resources) and the Secretary of the Union, unless appropriate to do otherwise.
- 17.07** Employees shall be responsible for loss or misuse of tools or equipment for which they have been issued.
- 17.08** Permanent employees shall receive an annual allowance of \$240.00 for C.S.A. approved footwear (green patch) with the electric shock resistant rating (ohm patch). Payment will be by direct deposit on the employee's pay in January.
- 17.09** Permanent employees shall be issued annually with two pairs of work pants and two work shirts, which must be kept clean by the employee and worn while on the job unless a reasonable explanation is provided.
- 17.10** An employee, upon two (2) working days notice, has a right to inspect their personnel file in the company of a Union Representative if so requested and a member of the Human Resources Department. Unless related to a disciplinary matter, such requests shall not exceed twice per year.
- 17.11** When dealing with an employee on accommodation or return to work issues including but not limited to functional abilities matters, the Corporation will ensure that a representative of the Local is present, if requested by the employee.
- 17.12** The employees entitled to protective clothing will be allowed, at their option, to purchase this clothing or approved optional clothing the total value of all purchases shall not exceed \$270 plus applicable taxes. New hires will have this amount pro rated based on the employee receiving one twelfth (1/12) of the clothing allowance for each full calendar month the employee works in the calendar year they are hired.
- In January each employee shall receive a payment by direct deposit on the employee's pay to cover the work clothing .
- Notwithstanding the above, the Forestry crew and those employees designated by the employer to perform mechanical duties shall be provided safety overalls in accordance with Article 17.03.
- 17.13** Employees shall immediately report to the Employer, the loss, suspension or downgrading of their driver's license if it is a requirement of their job.

**ARTICLE 18 BEREAVEMENT LEAVE**

**18.01** Bereavement leave will be granted for the purpose of making funeral arrangements and attending the funeral or a memorial service on the following basis:

Five (5) consecutive working days for: spouse, child, parent, sibling, mother-in-law or father-in-law.

For the purpose of the above, common-law and step relationships shall be recognized.

One (1) working day for: aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of employee or spouse, niece, nephew, grandchild, when acting as a pall bearer and any other person for whose physical and financial care the employee is responsible.

Persons included in the latter classification shall be subject to the approval of the Manager of Human Resources.

That portion of the periods above that would otherwise be time worked during the employee's regular work week shall be paid up to a maximum of their normal hours of work for each work day concerned.

An employee who has commenced their vacation and who is eligible for bereavement leave shall have their vacation extended by the number of days that they are eligible for in accordance with this Article.

A request for extension of these time limits shall be considered by the Manager of Human Resources or designate in consultation with the Department Head.

**ARTICLE 19 BULLETIN BOARDS**

**19.01** The Union shall be accorded the right, and space will be made available to have notices of Union business posted on all bulletin boards as may be approved by the Corporation.

**ARTICLE 20 JURY DUTY**

**20.01** Where an employee is called for jury duty, coroner's inquest or subpoenaed as a court witness other than in case of divorce, he shall treat the absence as paid leave but shall surrender all fees except legitimate expenses such as meals and travel for attendance, to the Corporation when received.

**ARTICLE 21 CAR ALLOWANCE**

**21.01** Any employee who is requested by management to use the employee's car on Corporation business shall be reimbursed at the rate of forty four cents (44¢) per kilometre.

**ARTICLE 22 PARENTAL/ADOPTION AND MATERNITY LEAVE**

- 22.01** An employee shall be entitled to Parental/Adoption and Maternity Leave as specified in the Employment Standards Act.
- 22.02** Employees on Maternity, Parental and/or Adoption Leave shall continue to accumulate seniority and be entitled to the benefits described in Article 13 as per the Employment Standards Act of Ontario.

**ARTICLE 23 WAGE RATES**

- 23.01** The wage schedule is effective as noted in Schedule A of this Agreement.
- 23.02** No employee shall be hired initially, nor shall any employee temporarily laid off be rehired at a rate which is lower than the one established for the position by the wage schedule attached hereto.
- 23.03** An employee temporarily assigned to a higher paid job, except for learning purposes, shall receive the higher rate providing the following conditions prevail:
- a) the employee works two (2) continuous hours or more in the higher paid job in which case he shall receive the higher rate for half a shift;
  - b) the employee works five (5) continuous hours or more in the higher paid job in which case he shall receive the higher rate for the full shift.

When the employee returns to his regularly assigned job, his rate of pay shall revert to that assigned for that job.

- 23.04** If an employee replaces temporarily a lower paid employee in another capacity the employee shall continue to receive his/her regular rate of pay. This article does not apply in the accommodation of an employee who has lost their drivers license.

**ARTICLE 24 DURATION OF AGREEMENT**

- 24.01** This Agreement shall become effective on the first (1<sup>st</sup>) of January, 2017 and shall remain in effect until the 31<sup>st</sup> day of December, 2020, and from year to year thereafter unless amended or terminated as provided herein.

Any time within ninety (90) days prior to the termination date, either party may give notice to the other party that it desires to terminate or amend the Agreement. If neither party gives notice, the Agreement shall be automatically renewed for one (1) year.

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**WITNESS** the hands and seal of duly appointed representatives of the Union and the hands of the said Corporation, attested by the signatures of its Mayor and Clerk.

DATED at Sarnia, Ontario this 13 day of September, 2017

**Signed, sealed and delivered in the presence of:**


THE CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 2713 (Parks & Recreation)

  
President

  
Secretary

  
National Representative C.U.P.E.

THE CORPORATION OF THE CITY OF SARNIA

  
Mayor

  
City Clerk

**SCHEDULE "A"**

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713

<b>Classification</b>	January 1 2017	January 1 2018	January 1 2019	January 1 2020
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## Grade I Hourly Rates

Probationary Labourer	19.90	20.20	20.50	20.81
Seasonal	19.90	20.20	20.50	20.81

## Grade II Hourly Rates

Labourer	23.96	24.32	24.68	25.05
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## Grade III Hourly Rates

<i>Probationary Rate</i>	25.68	26.07	26.47	26.87
General Maintenance 1	26.08	26.47	26.87	27.27

## Grade IV Hourly Rates

<i>Probationary Rate</i>	26.70	27.11	27.52	27.94
Farm Attendant	27.10	27.51	27.92	28.34
Horticulturist	27.10	27.51	27.92	28.34
General Maintenance II Arenas Sportsfields and Pools	27.10	27.51	27.92	28.34
General Maintenance II Parks	27.10	27.51	27.92	28.34
Playground Equipment Inspector	27.10	27.51	27.92	28.34
Pool Operator	27.10	27.51	27.92	28.34
Arborist	27.10	27.51	27.92	28.34
Weed Inspector	27.10	27.51	27.92	28.34

## Grade V Hourly Rate

Assistant Supervisor	31.23	31.70	32.18	32.66
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*The Assistant Supervisor will work alongside their co workers to complete assigned tasks.*

Lead Hand Premium	1.62	1.72	1.72	1.87
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**LETTER OF UNDERSTANDING #1**

*between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713

**RE: TIME OFF IN LIEU OF OVERTIME**

---

In conjunction with Article 15.04 of the Collective Agreement, the following will outline the agreed practice regarding the issue of time off in lieu of overtime:

1. Time off in lieu will be charged in the same fashion as paid overtime, which is set out in the Collective Agreement.
2. Individual employees may not accumulate more than eighty (80) hours in a calendar year.
3. Seventy-two (72) hours notice must be given for request of time off to allow supervisors time to reschedule other staff without incurring overtime.
4. Requested time off may be refused for any particular shift if coverage is not available by other staff without incurring overtime.
5. Time off will be mutually agreed to by both parties.
6. All overtime must be used prior to December 31 or the employer has the right to pay staff for accumulated overtime.
7. In order to ensure a day off for a special function, staff having accumulated overtime may elect to have the employer pay the substitute staff at the rate set out in the Agreement.

For example: if a staff had to work Sunday or their second day off to cover the accumulated overtime request, time would be charged at the rate of double (2) time to the employee seeking the accumulated time off.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

**FOR THE UNION**







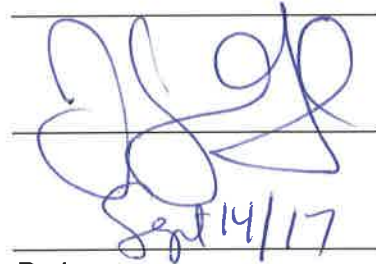




Sept. 13/17

Date

**FOR THE CORPORATION**



Date

**LETTER OF UNDERSTANDING #2**

*between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713

**RE: ASSIGNMENT OF OVERTIME**

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The following will outline the practices regarding the assignment of overtime:

**I. PREAMBLE**

1. Section is defined as one of the following: Arenas, Forestry, Horticulture, Parks, Sports Fields or Pools.
2. Work refused will be charged against the employee. For greater clarity, scheduled overtime on a statutory holiday will not be charged against the employee.
3. Employees who are working beyond their scheduled shift will be allowed to remain on the job to complete the job that created the overtime. Employees that are scheduled for overtime will not be called out for overtime until they have completed their scheduled overtime. For greater clarity, if a full complement is not required, the overtime will be offered to full-time staff prior to seasonal staff in that section.
4. Qualified seasonal staff who are covering a full time shift will be called in on the same basis as full-time employees.
5. In case of emergency, qualified full-time employees who have completed their regular shift in the same section.
6. In case of emergency, qualified full-time employees who have completed their regular shift in another section.

**II. ASSIGNMENT**

Call in overtime will be assigned to employees with the least chargeable hours on the following basis:

1. Qualified full-time employees who are on scheduled days off at the same section.
2. Qualified full-time employees on scheduled day off working in another section.
3. Qualified seasonal staff who are on scheduled days off working at same section.




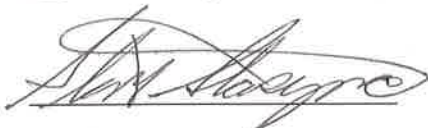
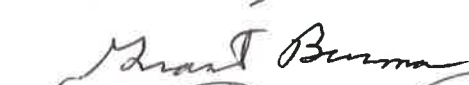


4. Qualified full-time employees at same section will be offered a double shift.
5. Qualified full-time employees in a different section will be offered a double shift.
6. Qualified seasonal staff working at different section.
7. Qualified seasonal staff same section will be offered a double shift.
8. Qualified seasonal staff at different section will be offered a double shift.
9. If overtime is still not assigned after items 1-8, overtime will be performed by the junior qualified seasonal staff.
10. If overtime is still not assigned after 1-9, overtime will be performed by the junior qualified full-time staff.

### III. REMEDY

Any employee mistakenly by-passed will be offered the next available overtime opportunity.


This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

#### FOR THE UNION

Sept 13 / 17  
Date

#### FOR THE CORPORATION

  
Sept 14 / 17  
Date

**LETTER OF UNDERSTANDING #3**

*between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713

**RE: RUNNING LUNCH**

---

As a result of discussions during negotiations, the following is offered without prejudice and/or precedent:

The practice of a fifteen (15) minute "running lunch" which has been utilized during the summer months will be tried on a year round basis during the term of the Collective Agreement term subject to the following terms and conditions:

1. There shall be no extension of morning coffee breaks without the approval of a supervisor. It is not the intention to have an extended coffee break to supplement the "running lunch".
2. Staff will take their lunch at the closest City facility that provides clean up and washroom facilities. Staff are not to drive to sites to meet with other specific staff unless approved by a supervisor.
3. Staff will commence their workday on time and shall not return to the shop until just prior to quitting time unless authorized otherwise by a supervisor.

The employer will deal quickly and directly against employees who attempt to take advantage of the practice. Repeat offenders will be subject to normal progressive discipline up to and including termination.

Should abuse become wide spread, the employer may withdraw the "running lunch" practice and the whole bargaining unit shall revert to the provisions of the Collective Agreement.

The parties shall assess and review the effectiveness of the practice.

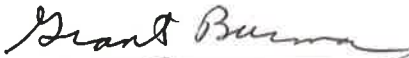
This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

**FOR THE UNION**

**FOR THE CORPORATION**














Date

  
Date

**LETTER OF UNDERSTANDING #4**

*Between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713

**Job Descriptions**

Job Descriptions will be reviewed and updated as necessary.

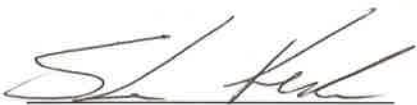
When changes are required, the "draft changes" will be forwarded to the Union for review and comment. The Employer will review and meet with the Union to discuss comments and/or concerns with respect to changes in the job descriptions.

The Employer will determine the final content of revised job descriptions for classifications in the Bargaining Unit.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

**FOR THE UNION**

**FOR THE CORPORATION**














  
Date

  
  
Date

**LETTER OF UNDERSTANDING #5**

*Between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713

**Lead Hand Criteria**

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**Lead Hand Criteria**

(A) Grandfathering Criteria used to Establish Previous Lead Hands (That do not supervise staff on daily basis)

1. Work with contractors
2. Make project related decisions with a \$750.00 limit for purchasing.
3. Work with TSSA/ ESA/ Ministry of Labour Fire/Public Health/ Plumbing and other Inspectors.
4. Ability to order material/ supplies.
5. Location

**The parties agree to meet within one month after the ratification of this agreement to confirm all the staff and the scenarios that are grandfathered by the old criteria.**

(B) New Criteria Used for Lead Hands

1. Supervise a minimum of 5 Staff (Public Works Standard) Staff are full-time, seasonal, part time or students.
2. Health and Safety issues such as work site safety, PPE adherence, report hazardous situations, ensure safety practices are followed.
3. Direct daily work of self and others.
4. Must hold current CPR and First Aid certification or be willing to obtain both certificates within six months of being appointed as a conditional Lead Hand.
5. Complete Risk Management processes such as incident forms, Accident Forms & Vandalism.
6. Report on status of Work or Projects.

7. Monitor Attendance issues - lateness, early leaving, tardiness.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

**FOR THE UNION**

**FOR THE CORPORATION**

Sh. Kuhn

Scott Macgregor

Grant Burman

Chris Hays

Darwin McEntee

Sept. 13/17

Date

J. J. O.

Sept 14/17

Date

**LETTER OF UNDERSTANDING #6**

*between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713

**Re: Labour Management Committee**

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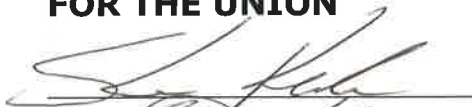

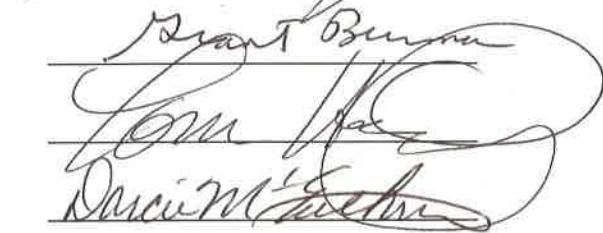
The Employer and Union agree to establish and maintain a joint Committee whose purpose will be to promote cooperation and dialogue among the Public Works Department, its Employees and the Union by providing an amicable and efficient method of sharing and discussing information of mutual concern and of settling differences that might arise between the parties.

The Committee has no authority to revise, delete, add to or otherwise modify the terms of the Collective Agreement or to settle grievances arising under the Collective Agreement.

The Committee shall be comprised of an equal number of senior persons, three (3) each, selected by and representing the Local Union and Management and ensuring that there is at least one Union and one Management representative.

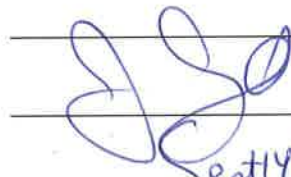
This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

**FOR THE UNION**

  
  
Brian Burman  
  
Tom [unclear]  
Darcie M. [unclear]  
Sept. 13/17

date

**FOR THE CORPORATION**

  
Sept 14/17  
date

(39)

**LETTER OF UNDERSTANDING #7**

*between*

The Corporation of the City of Sarnia

*and*





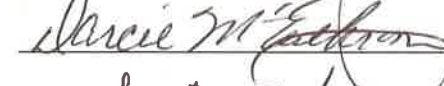

The Canadian Union of Public Employees and its Local 153

**Re: Sick Leave**

It is agreed between the parties that article 12.02 (c) shall be waived and replaced the City's Attendance Support Program.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and shall be reviewed pending the outcome of the implementation of the Attendance Support Program.

**FOR THE UNION**

  
  
  
  
  
  
date

**FOR THE CORPORATION**

  
  
date



**LETTER OF UNDERSTANDING #8**

*between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees Locals 2713

**Re: Post Retirement Benefits- Existing Retirees**

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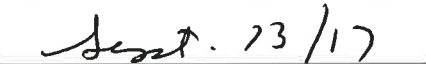
Applicable to:

Bastien	Jane	CUPE 2713
Dunn	Dan	CUPE 2713
McPherson	Al	CUPE 2713
Sicard	Gilles	CUPE 2713
Tipping	Chris	CUPE 2713

Current retirees of CUPE local 2713 will have their post-retirement benefits frozen based on the date of ratification of the last collective agreement. These benefits will reflect any recent negotiated changes.

It is understood that when the last retiree named above attains the age of 65, this Letter of Understanding will expire.

**FOR THE UNION**

  
  
  
  
  
Sept. 13 / 17  
date

**FOR THE CORPORATION**

  
date

**LETTER OF UNDERSTANDING #9**

*between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713






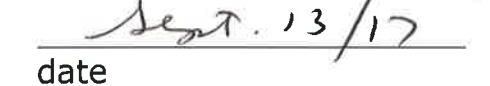
**RE: Post Retirement Benefits**

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Eligible employees who retire prior to September 30, 2017 will be allowed to retire with the recently agreed Post Retirement Benefits on the same basis as existing retirees. They would be added to the Post Retirement Benefits- Existing Retirees Letter of Understanding.

Management retains the right at their discretion to extend to December 31<sup>st</sup>, 2017 individuals who elect this option. Employees' agreement to extend beyond September 30, 2017 will be required.

**FOR THE UNION**

  
  
  
  
  
  
date

**FOR THE CORPORATION**

  
date

**LETTER OF UNDERSTANDING #10**

*Between*

The Corporation of the City of Sarnia

*and*

The Canadian Union of Public Employees and its Local 2713

**RE: Class B Refrigeration Certification**

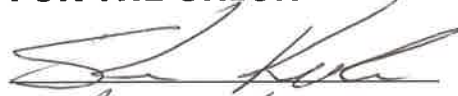

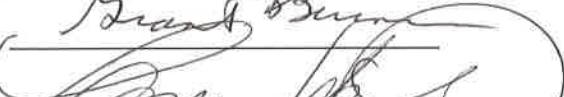
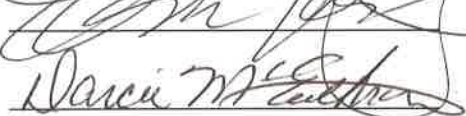

It is mutually understood between the parties that an employee assigned responsibility for the plant (PASA) who has a certified Refrigeration B Operator shall be entitled to an additional fifty (\$0.50) cents per hour to a maximum of 8 hours in a 24 hour period.

The General Maintenance II- Arenas Job Description will be amended to reflect a "Class B Refrigeration Certification as required" under qualifications.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

**FOR THE UNION**

**FOR THE CORPORATION**

  
  
  
  
  
date

  
date

**LETTER OF UNDERSTANDING #11**

between

The Corporation of the City of Sarnia  
and  
Canadian Union of Public Employees and its Local 2713

**RE: Boot/Clothing Allowance**





Whereas the Union and the Corporation wish to mutually address the issue of entitlement to clothing/boot allowance specified in Article 17.08 and 17.12 of the current Collective Agreement in order to reduce or eliminate any future disputes on the issues. Further, to provide for policies and procedures for such allowances in accordance with the Collective Agreement, they mutually agree as follows:

1. All Employees shall receive payment for the above noted allowances in the time lines specified except in the following circumstances.
  - a) Employee is in receipt of Long Term Disability Benefits.
  - b) The Employee is in receipt of Canada Pension Disability Benefits.
  - c) The Employee is in receipt of OMERS Disability Benefits
  - d) The Employee has been absent from work for a consecutive 12 month period.
2. The Employee returning from any of the above noted absences shall receive their clothing/boot allowance within two pay periods of their return to work for that current calendar year. These allowances shall be prorated based on the date of return to work. Employees shall receive one twelfth (1/12) of the allowance for each full calendar month worked following their return.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

**FOR THE UNION**

**FOR THE CORPORATION**

  
  
  
  
Sept. 13/17

date

  
Sept 14/17  
date