

COLLECTIVE AGREEMENT

between

The Corporation of the City of Sarnia

and

The Canadian Union of Public Employees
And Its Local 153

January 1, 2021 – December 31, 2023

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This Agreement made in duplicate as of this 20th day of July, 2021

between

The Corporation of the City of Sarnia

OF THE FIRST PART

and

The Canadian Union of Public Employees and its Local 153

hereinafter 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.

Where necessary, the Employer may request an extension to the probationary period, not to exceed 347 hours, for an individual employee. Such extension shall not be effective until confirmation in writing is received from the Local, and such confirmation shall not be unreasonably withheld.

- c) Whenever the word "temporary 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 the completion of six (6) consecutive months of employment. An extension of the above-noted time limits may be granted with the permission of the Union.

Notwithstanding the above, when a temporary employee is absent due to illness or injury or any other reason exceeding four (4) weeks, the temporary period shall be extended by such period of absence beyond four (4) weeks.

An extension of the above noted time limits may be granted by mutual agreement of the Employer and the Union.

- d) Whenever the word "permanent employee" is used it shall mean a probationary employee who has satisfactorily completed their probationary period and a temporary employee who has satisfactorily completed 1040 regular hours of employment.
- e) Whenever the words "continuous service" are used it shall mean service while on the payroll of the Employer, including authorized sick leave and authorized leaves of absence. However, when an employee is laid off or terminated, this takes the employee off the payroll and his service will be deemed to be discontinued as of the date of lay-off or termination.
- f) Whenever the words student employee is used it shall mean a student who is employed during the school vacation period.

Students shall be eligible for the provisions of the Collective Agreement except for the following:

Articles 5, 8, 9, 10, 11 (as per E.S.A.), 12, 13, 15, 16.03, 16.04, 16.06, 16.07, 18, 20, Schedule "A" (wage rate to be agreed between the parties).

Other provisions that do apply to students: Prior to hiring students, the Employer shall consult with the Union regarding their utilization.

Students will be offered overtime only when all other avenues have been exhausted. For greater clarity, the following order will be followed when offering overtime:

- a) Present on duty full-time staff
- b) Staff off on an Earned Day Off (EDO) if overtime is required on a Friday
- c) Full-time staff off on vacation. If after contacting staff in the above order no one responds to the overtime call, then,
- d) Students (only for work for which they are capable of performing).

Except for the above, the overtime eligibility prior to and during vacation policy shall remain in effect.

Students will be restricted to the following: Labourer's work such as clean up roadside, clean walkways, cold mix labour, dry weather restrictor maintenance, painting building, helping painters on road paint, odd jobs related to labourer position.

ARTICLE 2 **GENERAL UNDERSTANDING AND 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 procedures for dealing with grievances and complaints, and to promote orderly and peaceful relations between the Employer and its employees.
- 2.02** The Employer 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 Employer 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 Employer and the Union endorses the right of every employee to work in an environment free from harassment.
- 2.05** Where the masculine or singular pronoun is used in this Agreement it shall be deemed to include the feminine or plural and vice versa where the context so requires.
- 2.06** Where the employee is requested to attend a meeting that may result in disciplinary action being taken, which includes investigative meetings, the employee shall be given the right to call in a Union representative to represent them.
- 2.07** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees and any other person or persons whom it may require

in dealing or negotiating with the Employer.

ARTICLE 3 **RECOGNITION**

- 3.01** a) The Employer recognizes the Union as the sole collective bargaining agent for all employees in the Operation Section of the Works Policy Area. More specifically, classifications listed in Schedule "A", save and except Supervisor, Works those above the rank of Supervisor Works, Safety and Training Officer, Fleet Trainer, Environmental Compliance Coordinator, CMMS Technologist, Storeskeeper, Waste Management Coordinator, Water & Wastewater Compliance Inspector, office and clerical employees.
- 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 Employer 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 function of the Employer 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 Employer 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 Employer 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 (CAO) or the General Manager, Corporate Services.

3.05 New Hires

The Employer will advise new employees of the existence of the Union, provide a copy of the Collective Agreement and a letter prepared by the Union. The Employer agrees to inform the Union, in letter form of all hirings of new employees, within ten (10) days.

The Employer will provide to new hires the Union information package and make every effort to introduce new hires to the Union Executive or Union steward. The Union will be given the opportunity to attend new hire orientation and provide information to the employee to acquaint them with the structure, benefits, and duties of Union membership.

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

3.08 Labour Management Committee

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 Union and Management and ensuring that there is at least one (1) Union and one (1) Management representative.

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 Employer, as a condition of employment.
- 4.02** The Employer shall deduct from the wages of each employee, such Union dues as are levied upon the members in accordance with its Constitution.
- 4.03** The Employer will remit such amounts at the end of each month to the Treasurer of Local 153.
- 4.04** The Union indemnifies the Employer from any and all claims which may be made against the Employer for amounts deducted from pay, as herein provided.
- 4.05** The Union agrees to notify the Employer in writing of the employees who hold the following positions with the Union: President, Vice President, Secretary, Treasurer and Shop Stewards.

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) employees for the purpose of collective bargaining.

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.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.01** No time shall be lost by employees for attendance at mutually arranged meetings with City officials during working hours.
- 6.02** Grievance Committee - The Union has the right to appoint or otherwise select, a Grievance Committee of not more than three (3) employees.
- 6.03** Time limits mentioned in the grievance procedure may be extended by mutual agreement.
- 6.04** 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 employee has first given their non-union supervisor/manager an opportunity of adjusting their complaint.

Step 1

Prior to filing any grievance, the employee shall discuss it with their non-union supervisor/manager, within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred. The supervisor/manager, shall give their decision within seven (7) 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 Employer and the Union within seven (7) working days following receipt of the supervisor/manager's decision.

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

It is understood and agreed that grievances relating to discipline or discharge shall be filed at Step 2 of the Grievance Procedure.

- 6.05** Should a grievance arise, the aggrieved employee will discuss his grievance with a Union representative on his own time or at a time convenient to the Employer.
- 6.06** Grievances shall be adjusted and settled as follows:

STEP 2

Within seven (7) working days of receipt of the manager's decision, the aggrieved employee(s) may submit to the General Manager, Corporate Services in writing that the Step 1 answer is unsatisfactory. A meeting with the General Manager, Corporate Services or designate, a member of the Union and, the aggrieved employee(s), will be held within seven (7) working days of the submission of the grievance to the General Manager, Corporate Services. The decision will be given within seven (7) working days of the meeting being held, in writing, to the aggrieved employee(s), the President of Local 153, and the National Representative.

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

STEP 3

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 2 is given, it shall be deemed to have been settled.

- 6.07** All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union, and the employees.
- 6.08** No employee covered by this agreement shall be discharged or disciplined before proper investigation is made and until such person has received from the employing department of the Employer, written notice containing reasons for the action taken or to be taken. The employee shall be given the right to call in any Union official to represent them.
- 6.09** If any employee is suspended, the investigation must be held within seven (7) days following the date of his suspension.
- 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 General Manager, Corporate Services 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** It is understood that the General Manager, Corporate Services and/or the Chief Administrative Officer, 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 grievance and may be referred to arbitration for determination in the same way and to the same extent as the grievance of any employee.
- 6.12** Where an employee has not received a disciplinary notation (to include suspensions) for a period of eighteen (18) months, all disciplinary notation(s) shall be removed from the employee's file and shall not be used against the employee beyond that period.

ARTICLE 7 ARBITRATION

- 7.01** When either party decides that any difference as hereinbefore provided 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 as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.04** The Arbitrator shall not have 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 parties will jointly bear the expenses of the Arbitrator.
- 7.08** 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 twenty (20) working days specified in Step 3 of the grievance procedure. It is further agreed that discussions and offers of settlement at grievance mediation cannot be utilized in the subsequent arbitration process.

ARTICLE 8 **PROMOTIONS AND SENIORITY**

- 8.01** A probationary employee will have no seniority rights. Upon the probationary employee becoming a permanent employee, his seniority shall date back to the day on which his employment began. A temporary employee will have no seniority rights and upon his becoming a permanent employee, his seniority shall date back to the first date of their last hire. Equal hire dates will be determined by lottery.

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer since last date of hire. For identical dates of hire, the tie breaker will be a lottery supervised by union and employer representative(s) and the employees with the identical hire dates. 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 Employer shall retain their seniority accumulated up to the date of leaving the Bargaining Unit but will not accumulate any further seniority. Once an employee is out of the Bargaining Unit for twelve months (12) or more, such retained seniority shall be lost.
- 8.03** A correct seniority and trade classification list of all employees showing one classification only for each employee, giving the date of commencement of seniority, (and which may show as well, probationary employees) shall be posted by the Employer every twelve (12) months. Employees not satisfied with their classification have the right to initiate a grievance.
- 8.04** Job Postings
A list of all new jobs and vacancies which the Employer decides to fill shall be posted for five (5) working days. Within ten (10) working days 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 before the employee is confirmed in the job.

Notwithstanding anything in the foregoing, the Employer may give an employee a reasonable period of training with a view to promotion, during which period the employee shall be paid in accordance with his classification on the wage schedule.

Any training provided shall be given to those employees who work in that area, at the discretion of the Employer. First consideration will be given to training requests in writing, submitted by the employee.

If during the trial period the employee requests to return to their previous job or it is decided that the employee's performance is unsatisfactory, they shall be returned to such previous classification providing no other employee in that classification is displaced, otherwise they will revert to a labourer's position. Similarly, an incumbent whose position mandates certification and who has been provided training by competent instructors in exam preparation fails to obtain, after two (2) attempts at the earliest opportunity or, who refuses to co-operate to obtain the certificate(s) required by law for their classification will revert to a labourer's position.

The Employer agrees to notify the Union if a vacant position in Schedule "A" is declared redundant or is to be left vacant, and the reasons for such action, for a period in excess of ninety (90) days.

- 8.05** The Employer 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 seniority and ability of the employee shall be the governing factors. Preference shall be given to that employee with the greatest seniority, provided that the employee has the ability to do the job efficiently.

An executive officer of the Union may at any time, contact the department head or through the department head, any other City official, 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 Employer;
 - b) is discharged for just cause and is not reinstated;
 - c) fails to report for work within seven (7) days after being notified by the Employer by Priority Post or courier to his last known address following a lay-off, or fails to advise the Employer within three days of his intention to report for work pursuant to the notification;
 - d) is absent for three (3) consecutive working days without notifying the Employer unless satisfactory explanation is provided to the Employer. In such circumstance, if a satisfactory explanation is not provided, the Employer shall give written notice by Priority Post or courier to the employee and the Union that the employee's seniority and employment are terminated;
 - e) is laid off for more than twelve (12) months;
 - f) fails to report to work upon termination of an authorized leave of absence except in extenuating circumstances, or utilizes a leave of absence for purposes other than for which the leave of absence was granted; or
 - g) 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: Point (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 operate a City vehicle(s) without a valid drivers license.

8.07 Employees will perform work of their own classification unless directed otherwise by the employer. When an operator or journeyman in a classification requiring a helper is absent, as necessary they shall be replaced by the helper in that classification provided the employee possesses the certificate(s) required by law and the ability to do the job efficiently.

ARTICLE 9 LEAVE OF ABSENCE

9.01 The Employer may grant a leave of absence without pay at its discretion.

9.02 The Employer shall grant a leave of absence without pay to not more than four (4) employees, which shall not be unreasonably denied, with no more than two (2) employees from the same working area subject to the exigencies of duty to attend the Union convention, conference or school, provided the total amount of such leave shall not exceed sixty (60) working days in the aggregate per year. In such case 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, conference or school, unless due to extenuating circumstances, it is impossible to do so.

9.03 Seniority will not accumulate during authorized leaves of absence without pay of over one (1) month duration.

9.04 An employee, if granted a leave of absence by the Employer 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 Employees shall be entitled to Pregnancy and Parental Leave as per the Employment Standards Act.

9.06 No leave will be granted for the purpose of taking other employment for hire unless by mutual agreement of the parties.

9.07 Requests for time off without pay shall be submitted for approval to the Public Works Manager or designate at least twenty four (24) hours in advance. If time off without pay is taken by the employee without approval and/or without twenty four (24) hours notice unless it is impractical to provide the required notice, the employee will be subject to discipline.

ARTICLE 10 LAY-OFF

- 10.01** a) Whenever it becomes necessary to reduce the staff, employees shall be laid off in order of reverse seniority for the classification that is surplus, providing the senior employee possess the ability and efficiency to fill the remaining positions.

Any executive officer of the Union may contact the Public Works Superintendent to gain information concerning lay-offs. In the event that the Union or an affected employee is not satisfied with the lay-offs which do not follow the seniority list, either the affected employee or the Union, through its Grievance Committee, may file and process a grievance under the provisions of the grievance procedure.

- b) A lay-off shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work.

- 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 Employer and any such action shall not be subject to the grievance procedure.

- b) Probationary and temporary employees shall be laid off prior to any seniority employee being laid off, provided the seniority employee is qualified to do the work concerned.

- c) 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 the displaced employee has the ability to do the job efficiently 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 top three (3) 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 to be not 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 with five (5) years seniority or more shall be laid off from employment as a direct result of the Employer contracting out any of its present work or services.

ARTICLE 11 VACATIONS AND HOLIDAYS WITH PAY

- 11.01** a) Employees who terminate their employment 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 three (3) years of continuous service who are on the active payroll of the Employer shall be granted an annual vacation of eighty (80) hours with pay.
- c) All permanent employees with more than three (3) years of continuous service who are on the active payroll of the Employer shall be granted an annual vacation of one

hundred and twenty (120) hours with pay.

- d) All permanent employees with more than eight (8) years of continuous service who are on the active payroll of the Employer 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 Employer 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 Employer 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 their Director.

11.02 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 the employee has been in the active employ of the Employer since that date on which they became entitled to their immediately previous vacation, if any. When an employee dies, their estate will be credited with the value of vacation credits owing them.

11.03 A list of employees' holidays shall be posted not later than the first (1st) day of March each year. Employees' holidays shall be on a seniority basis. Employees in the same job classification will be allowed to go on vacation at the same time, at the discretion of the Public Works Superintendent. No holidays will be before the first (1st) day of March or after December 1st except on request, and subject to the exigencies of duty.

An employee may submit for consideration to the Public Works Superintendent in writing prior to March 1st, requests for alternate vacation time. Once vacations are posted, the scheduled vacation may not be changed unless mutually agreed upon. A request to change the vacation schedule shall not be unreasonably denied.

Requests for vacation not previously declared in the vacation schedule shall be submitted for approval to the Public Works Superintendent or designate at least twenty-four (24) hours in advance. If vacation is taken by the employee without approval and/or without twenty-four (24) hours notice unless it is impractical to do so, the employee's time off request may be denied and the absence will be without pay.

11.04 (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 Day or New Year's Day and as determined by the Employer, will be recognized as a half (½) a day holiday.
- (iii) In the event that a paid holiday falls on a Saturday or Sunday, employees shall be given the Friday before or the Monday following, as declared by the City, in lieu. 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.

11.05 Employees called to work on holidays as listed above shall be paid double (2) time 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.

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 who has completed six (6) consecutive months of employment, the employee shall be credited with seventy two (72) hours of sick leave.

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 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 employee's accumulative sick leave falls below one thousand and forty (1040) hours.

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

- a) When requesting sick leave, the Employer may require that a qualified medical practitioner completes the City's Workers Ability Report. Such report may be required to be supplied to the Disability Management Specialist or designate when the absence due to illness exceeds three (3) consecutive days.

Employees shall co-operate in an early and safe return to work by maintaining communication through the period of recovery and impairment with their supervisor or department head and providing updates on all changes to limitations and restrictions to facilitate a safe and early return to the workplace.

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 Disability Management Specialist or designate and the employee.

The employer shall reimburse any reasonable and customary costs, to a maximum of forty (\$40) for any medical certificate that is required by the employer. In the event the Employer requires additional information regarding the employee's functional abilities and/or requires an employee to undergo an independent medical examination or an independent functional abilities evaluation, the cost of these medicals will be at the expense of the Employer

- b) Sick leave payments shall be based upon the employee's regular rate of pay and an eight (8) hour day;
- c) Employees taken ill shall notify their supervisor or designate as soon as possible but no less than within thirty (30) minutes of the starting time of their inability to be present.
- d) 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 General Manager, Corporate Services or designate 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 qualified medical practitioner. For consideration of this waiver throughout each calendar year, the Workers Ability Report must be completed in full and returned to Human Resources. If the Employer 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.

- e) If required by the Manger, Supervisor or the Disability Management Specialist, prior to returning from sick leave, it is the employee's responsibility to report to provide a completed City's Workers Ability Report to the Superintendent of Public Works and/or Disability Management Specialist (when an absence due to illness exceeds three (3) days) confirming a fitness to return to work or restrictions if any 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) working 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, Works assigning work for that day.
- f) 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 to not utilize their sick leave to top up full temporary total disability Workplace and 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.

- g) 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 in hours from the employee's accrual under Article 12.01.

All requests are to be submitted to the General Manager, Corporate Services or designate for approval.

Special circumstances may be considered subject to the approval of the Chief Administrative Officer or the General Manager, Corporate Services.

- 12.03** The Employer shall provide the 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 Employer;
 - d) The Employer 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 MEDICAL, HOSPITAL, GROUP INSURANCE, & PENSION PLAN

- 13.01** Exclusive of the provisions of Article 13.04, the Employer shall assume the payment of the premium costs for the benefits for employees and eligible dependants provided under Article 13 after the completion of the probationary period.
- 13.02** The Employer agrees, upon completion of the probationary period, to contribute 100% of the monthly premiums for 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 Employer.
- The Extended Health Care Plan 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, \$2,250.00 bundle cap for chiropractic, physiotherapy, acupuncturist, podiatrist, chiroprapist, naturopathic, homeopathic, and/or massage per calendar year, Psychologist/Social Worker/Psychotherapist/Psychiatrist visits of \$500.00 per calendar year with no per visit maximum, hearing aid plan of \$500 every 36 months which will include replacement batteries and overage dependant student and annual prostate examination coverages.
- 13.03** All eligible employees, upon completion of the probationary period, shall be entitled to group insurance representing approximately two and one-half (2½) times their annual wage, and Dependant Coverage of \$15,000.00 for spouse and \$15,000.00 per child. The Employer 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 plan.

- 13.04** In addition to participating in the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System on being hired. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.
- 13.05** The Employer agrees, upon completion of the probationary period, to provide eligible employees with a Dental Plan equivalent to Liberty Health #9 at current less one (1) year O.D.A. fee guide rates. The Employer shall pay 100% of the cost.
- The above-noted plan will provide for 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 Employer will provide Major Restorative coverage involving 50/50 co-insurance with a \$3000.00 per calendar year maximum. The Employer will pay 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 \$3,500.00 for each dependant child. The Employer shall pay for 100% of the cost.
- 13.06** The Employer agrees, upon completion of the probationary period, to provide eligible employees with a Vision Care Plan of \$450.00 per family member per twenty-four (24) months. Coverage will also include an eye exam every twenty four (24) months with a cap of one hundred dollars (\$100). The Employer will pay 100% of the cost. The Plan shall provide overage dependant student coverage.
- 13.07** Every employee shall keep the Employer 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 70 or upon death of retiree, whichever occurs first
- If the retiree becomes employed elsewhere where similar benefit coverage is provided, the coverage through the City of Sarnia benefits plan would cease. In the event that the benefit coverage through the other source is discontinued, the retiree would be eligible for re-enrollment in the City's plans provided the retiree continues to meet the eligibility criteria. Retirees shall be responsible for notifying Human Resources of a change in employment status where benefit coverage is provided.

ARTICLE 14

HOURS OF WORK AND OVERTIME PAY

14.01 All employees shall work a forty (40) hour week - Monday through Friday, consisting of five (5), eight (8) hour days. In the event the work week is rescheduled to Tuesday through Saturday, the fifth working day shall be considered the same as working the evening shift and the prevailing shift premium shall apply. For further clarification, the hours of 7:30 a.m. to 4:00 p.m. with fifteen (15) minutes for lunch, shall be considered a regular work day. The Employer has the right to schedule crews to work alternate eight (8) hour shifts with varying lunch breaks. When practical, up to three (3) days notice, but in no case less than one (1) days notice will be construed as meaning notice not later than 4:00 p.m. the previous working day. When such notice is given the people so affected will be required to work at least three (3) days on an eight (8) straight hour shift or until the end of the work week, whichever is the lesser.

14.02 If it becomes necessary during an emergency or otherwise as determined by the Department Head that an employee shall work more than the hours prescribed herein per day or per week, such employee shall be paid as follows:

- An employee shall be paid time and one-half (1 ½) for the first eight (8) hours that exceeds a regularly scheduled eight (8) hour shift.
- Double time (2) for work within eight (8) hours of the start of their shift.
- Double time (2) for any hours of work on Sunday with the exception of the first half hour (½) of the night shift on a Sunday. For clarification, the night shift shall be defined as being from 10:30 p.m. Sunday to 10:29 p.m. the following Sunday.
- All overtime worked in January, February and December shall be paid at double time (2).

Overtime shall be defined as follows:

Call-in – overtime that requires staff to be called in outside of regular working hours.

Extension of working day – overtime that requires staff to stay on and work beyond their regular shift as a result of a new piece of work.

Carry-over (job continuity) – work that is being performed during regular hours that requires an employee to stay beyond the end of his shift to finish the job.

Overtime as defined as call-in or extension of working day shall be offered as follows:

1. First by the classification needed within the required section, using low hours provided the employee meets the Highway Traffic Act requirements.
2. Second, overtime will be offered within the required section to fill required classification, using low hours provided the employee is listed as qualified on the qualification list and meets Highway Traffic Act requirements.
3. Next, overtime will be offered outside the required section, excluding the Mechanical Section, using low hours provided the employee is listed as qualified on the qualification list and meets Highway Traffic Act requirements.
4. Next, overtime will be offered to the Mechanical Section, using low hours provided the employee is listed as qualified on the qualification list and meets Highway Traffic Act requirements.

5. Finally, overtime will be offered to temporary employees, using low hours provided the temporary employee is listed as qualified on the qualification list and meets Highway Traffic Act requirements.

When operators or journeymen are not available for overtime they shall be replaced by the helper, or when there is more than one (1) helper in a classification, the helper with the lowest overtime hours shall be called first, provided the employee possesses the certificates required by law and is listed as qualified on the qualification list.

If no helper is available for overtime, then the other qualified operator or journeyman shall be called.

Sections shall be defined as outlined in the letter of understanding on Sections.

Overtime defined as carry-over or job continuity shall be offered to the employee who is performing the job regardless of whether the employee is permanent or temporary, so long as the estimated overtime worked by the temporary employee does not exceed two (2) hours beyond their regular shift. Should this temporary employee decline the overtime, the overtime shall then be offered as outlined in 1 – 4 above.

Temporary employees assigned to winter control shift work shall fall under the HTA call-in procedure prior to the beginning of their shift.

If an employee declines to work overtime outside his classification this does not eliminate them from being asked within their own classification, however they will not be asked for any work outside their classification once they refuse for that particular overtime requirement. There will not be a second call to an employee that did not answer the initial call for overtime work until a four (4) hour period after the first call or due to the natural rotation of the callout list.

Due to legislative restrictions, employees will only be called out for overtime for watermain breaks, sewer lateral or main repairs or snow plowing if they have more than four (4) hours available to work. Employees that are scheduled for overtime will not be called out for overtime until they have completed their scheduled overtime.

Hours worked or charged will be reset to zero (0) for all employees four (4) times per year. Specifically, the reset will occur on March 31, June 30, September 30 and December 31. If an employee refuses a call out for overtime, such employee shall not be charged for all hours worked during such call out.

The foregoing is subject to the restrictions of the *Highway Traffic Act* and *Employment Standards Act*:

Notwithstanding the foregoing, when an employee is acting as the call person, the employee will be first called as required and such hours shall not be charged against such employee as are other overtime hours. The City shall be responsible for ensuring that an accurate record of overtime hours is maintained weekly, and available for review by all employees within the Works Department.

To accommodate the foregoing, the Employer shall maintain an overtime list with a rolling fourteen (14) day schedule to verify hours worked and eligible hours available for each employee. Employees are also responsible for keeping track of their own hours worked and available hours.

New employees eligible for overtime shall be placed on the overtime qualification list based on the average hours charged for employees on said list at time of hire.

- 14.03** Notwithstanding anything in the foregoing, the department head may schedule work crews for an eight (8) hour day during any hours of the day in order to make best use of City equipment and to provide efficient service to the public. However, lunch hours and number of hours off duty must be identical to the standard eight (8) hour working day; that is, an employee must be allowed fifteen (15) hours off duty between the time the employee clocks out and the time the employee clocks in, otherwise overtime will be paid in accordance with the provisions of Article 14.02. From December 1st through to March 31st, the employer may call the night crew in up to four hours early.

Prior to the implementation of winter operation shifts, and no later than October 1, the Employer shall put up a notice for employees to volunteer. Prior to implementation the Union shall be consulted for input as to how staff will be chosen and scheduled.

- 14.04** If a full-time employee is contacted during non-working 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 the commencement of operating any City equipment while designated on stand-by or from the time the employee reaches the employer's premises whichever occurs first, to leaving the employer's premises or ceasing to operate City equipment, whichever is later at the end of the call-out.

If the employee receives a second call-out within two (2) hours of the start of the first call-out, the two (2) hour 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.

- 14.05** No employees covered by this Agreement will be required to take time off in lieu of overtime worked. The Employer will endeavour to distribute overtime as equally as possible.

Requests for time off in lieu of overtime shall be submitted for approval to the Public Works Manager or designate at least twenty-four (24) hours in advance. If time off in lieu of overtime is taken by the employee without approval and/or without twenty-four (24) hours notice unless it is impractical to provide the required notice, the employee's time off will be recorded as time off without pay.

- 14.06**
- a) 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 Employer 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 allowance 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 on the employee's next pay period.

- b) When overtime work is being carried out by employees performing truck driver or equipment operator duties as defined by the Highway Traffic Act (HTA), the truck driver or operator must take his ½ hour meal break after 4 hours of overtime worked. The truck driver and/or operator must notify the supervisor when and where his lunch break is being taken.

c) All overtime meals are normally one-half (1/2) hour in duration.

14.07 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.

14.08 Pay for time off in lieu of overtime worked is subject to O.M.E.R.S. contributions.

Where an employee is sent home prior to the end of his regular scheduled shift in accordance with the Highway Traffic Act or other applicable legislation, the employee will be paid appropriately for all hours worked. The balance of the regular scheduled shift will be credited with the required hours to complete the shift using the employee's earned hours of overtime. These hours will be identified as "time off in lieu of overtime". The balance of the hours earned will be credited accordingly as overtime.

The Employer retains the right to send an employee home if, in the opinion of the Employer, the employee(s) are unable to function in a safe manner. Employees sent home will be paid in accordance with the provisions of this article.

14.09 Staff is allowed a break in the morning and in the afternoon. Such break is not to exceed fifteen minutes in duration. In the interest of good public relations these breaks will not be taken in restaurants or coffee shops except when specific permission is granted by the supervisor. If any civic vehicle is to be used to go to a restaurant or coffee shop for the purpose of having a break or to obtain coffee to be taken to the job, it will require the approval of the Supervisor, Works.

Anyone contravening the rules as they apply to breaks and as set out above will be subject to disciplinary action.

14.10 If the 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.

14.11 Earned Days Off

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, the employee is not entitled to an E.D.O. during that period.

Any deviation from the above Policy must be approved by the General Manager, Corporate

Services or designate in writing.

ARTICLE 15 **SHIFT PREMIUMS**

- 15.01** Employees regularly performing shift work shall receive a premium of \$1.75 per hour for working the evening shift and for working the night shift.
- 15.02** Shift premium shall be paid for all scheduled hours, should any of the scheduled hours fall outside 7:30 a.m. to 4:00 p.m. Monday to Friday.

ARTICLE 16 **GENERAL CONDITIONS**

- 16.01** The Employer reserves the right to utilize City-owned equipment to the best advantage of the operation and will not restrict the use of equipment to any one person or persons.
- 16.02** Sanitary toilets, soap, wash basins and lunch room facilities shall be provided. Such facilities shall be kept clean.
- 16.03** Employees shall be provided with lockers, insulated rubber boots, insulated hip waders and gloves where appropriate. 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.
- 16.04** 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.
- 16.05** The Employer further agrees to post on the bulletin boards, a copy of all orders, regulations or instructions affecting the working conditions of the employees, and to send a copy to the Secretary of the Union.
- 16.06** Work Clothing
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 increasing to \$275 effective January 1, 2021 and \$300 effective January 1, 2022 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.
- In January each year, coveralls will be made available to those employees required to carry out dirty jobs as determined by management. In addition, coveralls or pants and shirts will be made available to mechanics. The Union may relay concerns to the Employer regarding concerns of quality and fit of such clothing.
- 16.07** Certain employees in the mechanical section may be required by the Employer to supply their own tools. When this is the case, the Employer will pay a monthly allowance of \$85.00.

For continued coverage under the City's existing insurance policy, an employee must provide an annual inventory with pictures of their tools by the first Monday in April and provide receipts to the City of tools purchased since the last inventory of their tools in April.

- 16.08** 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.
- 16.09** (i) Employees wishing to upgrade their skills through courses or seminars, may apply to the Public Works Superintendent as per City policy.
- (ii) Technological changes will be discussed by the Labour Management Committee at least sixty (60) calendar days prior to the change being implemented. For greater clarity, technological changes to be discussed with the Labour Management Committee will involve technology that impacts an employee financially or requires upgrading or training.
- 16.10** The Employer shall pay the renewal fee for an employee's driver's license, mechanic and vehicle body restoration licenses along with water and sewer certificates with the Ministry of the Environment. Employee's driver's license will be reimbursed only to the value of a D license renewal. The City shall also pay the costs associated with the "Z" endorsement exam.
- The Employer shall pay the cost associated with an employee obtaining a medical report for the purpose of maintaining a class DZ licence up to \$100.
- 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 or if they are to use one of the Employer's vehicles for their job.
- 16.11** The parties agree to the formation of a Labour Management Committee. The Committee will function under the terms of reference dated April 29, 2003.
- 16.12** When dealing with an employee on accommodation or return to work issues including but not limited to functional abilities matters, the Employer will ensure that a representative of the Local is present if requested by the employee.

ARTICLE 17 BEREAVEMENT LEAVE

- 17.01** 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.
- Two (2) working days for: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of employee or spouse, grandchild or when acting as a pallbearer, 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 General

Manager, Corporate Services.

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 eight (8) hours 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 General Manager, Corporate Services or designate in consultation with the Department Head.

ARTICLE 18 STANDBY PAY

18.01 Regular work carried on beyond the normal working hours shall be performed by employees currently on that job unless the work will last more than two (2) hours beyond the end of regular hours where a new shift which has been previously scheduled will replace the current crew.

Call periods for the call man which normally shall not exceed two (2) hours shall be for the performance of work of an emergency nature, examples include but are not limited to:

- a) Traffic and worker protection or the assisting of installation and removal of barricades, traffic signs, cones and any other related protective devices;
- b) protection of cave-ins until a general work crew can be assembled;
- c) protection of watermain breakages and waterworks failures until such time as a regular work crew can be assembled;
- d) Completing or assisting in the flushing, rodding, debris removal, road flooding and investigation of catch basins, sewer laterals and sewer mains;
- e) Filling or assisting in pothole maintenance and debris clean up on the roadway or boulevard area;
- f) winter road maintenance in accordance with departmental practices;
- g) Use of equipment necessary to perform general maintenance;
- h) Completing or assisting in the water related duties of valve turning, hydrant flushing and service maintenance, turn on/offs, frozen services, low pressure, dirty water complaints;
- i) All related documentation required.

All duties must be performed by a qualified operator of the required task.

Subject to the foregoing, the call man may constitute part of a crew and provided that where a crew is required the appropriate number of calls within that classification will be made.

18.02 A call duty roster showing the name(s) of the employee(s) who will be on stand-by call for each week shall be posted annually on the bulletin board of the various departments.

18.03 The employee on standby duty shall respond to all calls outside normal work hours and shall be paid for as follows: each employee whose name appears on the standby duty roster shall be paid \$45.00 per day for each day of that particular week. Employees on the call duty roster shall be paid at the rate of \$50.00 per day for each of the twelve (12) holidays mentioned in the Agreement and for any other statutory holidays declared. All hours worked by the standby crew will be paid for at the regular overtime rate as set forth in this Agreement. The onus is on the employee to be available while on standby.

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 Employer.

ARTICLE 20 **JURY DUTY**

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

ARTICLE 21 **PAYMENT OF WAGES AND ALLOWANCES**

21.01 The wage schedule is effective as noted in Schedule A of this Agreement.

21.02 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.

21.03 An employee when assigned to higher paid job except for training purposes shall receive the higher rate provided the following conditions prevail:

- (a) The employee works 50% or more of their hours in the higher paid job in which case the employee shall receive the higher rate for the full shift. Shift shall mean any period of continuous hours worked.

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

21.04 If an employee replaces temporarily, a lower paid employee in another capacity, the employee shall continue to receive their regular rate of pay. This article does not apply in the accommodation of an employee who has lost their driver's license.

21.05 An employee will be advised in a timely manner of any retroactive changes in their time card.

21.06 Lead Hand

An employee assigned by the City as lead hand will be paid a premium of \$2.00 while working in the absence of the Supervisor, Works or Assistant Supervisor while supervising and working on a project (as defined by the Construction Safety Act) of a minimum of five (5) people including the lead hand.

Calculation of the premium will be for the duration acting as a lead hand or be handled by

Article 21.03, which is greater.

ARTICLE 22 **DURATION OF AGREEMENT**

22.01 This Agreement shall become effective on the 1st day of January, 2021 and shall remain in effect until the 31st day of December, 2023, and from year to year thereafter unless amended or terminated as provided herein.

At 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.

Dated at Sarnia, Ontario this 20th day of July, 2021.

Signed, Sealed and Delivered in the Presence of:

FOR THE UNION

FOR THE EMPLOYER


Jim Bigras (Jul 20, 2021 16:10 EDT)


Jim Bigras


David Logan (Jul 20, 2021 16:30 EDT)


David Logan


Mike Caron (Jul 20, 2021 16:07 EDT)


Mike Caron



David Stockdale


David Kraayenbrink (Jul 20, 2021 16:12 EDT)

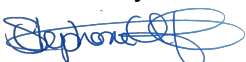
David Kraayenbrink



Dale Mosley


Rob Bayne (Jul 20, 2021 16:47 EDT)

Rob Bayne



Stephanie Cliff

SCHEDULE "A"
The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees, Local 153

| | | January 1, 2021 (1.6%) | January 1, 2022 (1.6%) | January 1, 2023 (1.75%) |
|---|--|---------------------------|---------------------------|----------------------------|
| | Probationary Labourer | 24.47 | 24.86 | 25.30 |
| 1 | Labourer Janitor | 25.71 | 26.12 | 26.58 |
| 2 | Sewer Cleaning Machine Operator Helper Water Meter Maintenance Helper Painter's Helper Pipefitter's Helper Tile Layer Helper Sign Maintenance Helper | 27.25 | 27.69 | 28.17 |
| 3 | Greaser & Oiler Helper with twelve (12) consecutive months experience | 28.12 | 28.57 | 29.07 |
| 4 | Truck Driver Asphalt Raker (experienced) Minimum Standards Patrol Light Equipment Operator Helper with twenty-four (24) consecutive months experience | 28.83 | 29.29 | 29.80 |
| 5 | Sewer Cleaning Machine Operator Sign Maintenance Worker Painter Pipefitter Tile Layer Heavy Equipment Operator Utility Locate Technician Water Meter Installer Water Operator & Maintainer Concrete Maintenance Worker Heavy Equipment Operator/Concrete Maintenance Worker Loader Operator in Works Yard Truck Driver trained in wing plow | 29.82 | 30.30 | 30.83 |
| 6 | Carpenter | 30.78 | 31.27 | 31.82 |
| 7 | Licensed Mechanic | 32.28 | 32.80 | 33.37 |
| 8 | Bodyman *** | 34.00 | 34.54 | 35.14 |
| 9 | Assistant Supervisor Lead Mechanic Fire Mechanic | 35.07 | 35.63 | 36.25 |

Front End Loader if only capable of loading own truck or working in the Public Works Yard, will receive Grade 4 rate.

Successful completion of a City endorsed certification or course offered by IMSA or equivalent & qualified as a Sign Maintenance Worker additional 2% on hourly rate.

ISMA or Equivalent – The City undertakes to review any new or revised certification courses offered by IMSA or equivalent association. If the City determines that another certification course is acceptable,

upon successful completion of said course, employees shall receive an additional 2% on their hourly rate.

Level 1, 2, or 3 Water Certificate an additional 2% on hourly rate.

Level 1, 2, or 3 Wastewater Certificate an additional 2% on hourly rate.

*** The Bodyman classification will be at the "7" rate when the current incumbent vacates the position

LETTER OF UNDERSTANDING #1

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: TIME OFF IN LIEU OF OVERTIME

In conjunction with Article 14.05 of the Collective Agreement, the following will outline the agreed practices regarding the issue of time off in lieu of overtime:

- a) Employees shall have the option of banking overtime at the applicable rate, to be taken as time off.
- b) Individual employees may not accumulate more than one hundred and eighty (180) hours in a calendar year. A maximum of eighty-five (85) hours can be used for personal days off in the calendar year. All other time is to be used to accommodate the rest requirements in the Highway Traffic Act and Employment Standards Act.
- c) Time off will be granted in accordance with departmental practices providing said time off does not result in the creation of additional overtime, and at a time mutually agreeable between the employee and the Department Head. Requests for time off will not be unreasonably denied.
- d) Time off in lieu is to be taken in the calendar year that it is earned unless specifically approved by the Department Head.
- e) Employees will be advised of unused Lieu Time by October 1 of each year.
- f) Hours banked not utilized by December 1 in the calendar year that it is earned will be paid out with the exception of forty-two and one half (42.5) hours which may be carried forward into the next year to be used to accommodate the rest requirements in the Highway Traffic Act and Employment Standards Act. These forty-two and one half (42.5) hours are included in the 180 hours that may be accumulated in a calendar year.

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 EMPLOYER


Jim Bigras (Jul 20, 2021 16:10 EDT)

Jim Bigras


David Logan (Jul 20, 2021 16:30 EDT)

David Logan


Mike Caron (Jul 20, 2021 16:07 EDT)

Mike Caron



David Stockdale


David Kraayenbrink (Jul 20, 2021 16:12 EDT)

David Kraayenbrink



Dale Mosley



Rob Bayne



Stephanie Cliff

LETTER OF UNDERSTANDING #2

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: VACATIONS

It is agreed between the parties that the wording for Article 11.03 shall be waived and vacation shall be scheduled as follows:

1. Holidays shall be given on a seniority basis. Starting at the top of the seniority list, each employee shall choose two (2) weeks of vacation at a time, providing no more than eight (8) employees are off in a one (1) week period.
2. Time slots for vacation scheduling shall be March 1st to December 1st, unless arrangements are made with management and will not be unreasonably denied.
3. All vacation requests must be submitted by February 1st of the calendar year with exception of forty (40) hours. These forty (40) hours must be scheduled by July 31st of the calendar year.
4. Once the entire seniority list is completed, start back at the top of the seniority list, allowing employees with more holidays remaining to their credit to choose available remaining weeks, allowing a maximum of ten (10) employees off in a one (1) week period, until the employee list is complete.
5. The number of employees in the same classification allowed to take time off at the same time shall be determined by the Employer after consultation during a joint meeting.
6. The Mechanical Department shall be excluded from the above and shall be scheduled on a seniority basis, subject to the Employer's approval.
7. Sick days during vacation shall not be rescheduled in conjunction with vacation. They are to be rescheduled at the Employer's convenience.
8. Scheduling of vacations will be done in conjunction with the Union and the Employer.
9. The vacation list must be approved by management once completed, and will be considered final with no changes or trading time slots unless approved by management.

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 EMPLOYER


Jim Bigras (Jul 20, 2021 16:10 EDT)

Jim Bigras


David Logan (Jul 20, 2021 16:30 EDT)

David Logan


Mike Caron (Jul 20, 2021 16:07 EDT)

Mike Caron


David Kraayenbrink (Jul 20, 2021 16:12 EDT)

David Kraayenbrink


Rob Bayne (Jul 20, 2021 16:47 EDT)

Rob Bayne


Stephanie Cliff

Stephanie Cliff



David Stockdale



Dale Mosley

LETTER OF UNDERSTANDING #3

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: SECTIONS

In accordance with Article 14.02, sections will be set up as outlined below:

Sections

Roads

Labourers
Painter
Painter Helper
Sign Maintenance Worker
Sign Maintenance Helper
Truck Driver
Asphalt Raker (experienced)
Minimum Standards Patrol
Light Equipment Operator
Carpenter
Concrete Maintenance Worker

Sewer

Tile Layer
Tile Layer Helper
Pump Station Maintenance Worker
Pump Station Maintenance Helper
Sewer Cleaning Machine Operator
Sewer Cleaning Machine Op Helper

Water

Water Meter Installer
Water Meter Maintenance Helper
Pipefitter
Pipefitter Helper
Water Operator and Maintainer
Utility Locate Technician

Heavy Equipment

Heavy Equipment Operator
Heavy Equip Op/Concrete Mtce Worker
Yard Loader Operator

Mechanical

Lead Mechanic
Licensed Mechanic
Greaser and Oiler
Bodyman

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 EMPLOYER


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Mike Caron


David Logan (Jul 20, 2021 16:30 EDT)

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David Stockdale


David Kraayenbrink (Jul 20, 2021 16:12 EDT)

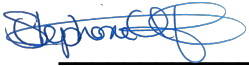
David Kraayenbrink



Dale Mosley


Rob Bayne (Jul 20, 2021 16:47 EDT)

Rob Bayne



Stephanie Cliff

LETTER OF UNDERSTANDING #4

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: VACATION CONCRETE CREW

It is mutually agreed and understood between the parties that the wording of Article 11.03 and the Letter of Understanding on Vacations shall be waived, and the Concrete Crew shall schedule vacation on a seniority basis, subject to the Employer's approval.

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 EMPLOYER


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David Logan


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Dale Mosley


Rob Bayne (Jul 20, 2021 16:47 EDT)

Rob Bayne



Stephanie Cliff

LETTER OF UNDERSTANDING #5

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 (d) shall be waived and replaced the Employer'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

FOR THE EMPLOYER


Jim Bigras (Jul 20, 2021 16:10 EDT)

Jim Bigras


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David Logan


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Rob Bayne (Jul 20, 2021 16:47 EDT)

Rob Bayne



Stephanie Cliff

LETTER OF UNDERSTANDING #6

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: POST RETIREMENT BENEFITS- EXISTING RETIREES

Applicable to:

| | | |
|-----------|---------|----------|
| Buckle | Barry | CUPE 153 |
| Galloway | Jeff | CUPE 153 |
| Mc Govern | Mike | CUPE 153 |
| Hicks | Richard | CUPE 153 |

Current retirees of CUPE local 153 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

FOR THE EMPLOYER


Jim Bigras (Jul 20, 2021 16:10 EDT)

Jim Bigras


Mike Caron (Jul 20, 2021 16:07 EDT)

Mike Caron


David Kraayenbrink (Jul 20, 2021 16:12 EDT)

David Kraayenbrink


Rob Bayne (Jul 20, 2021 16:47 EDT)

Rob Bayne



Stephanie Cliff


David Logan (Jul 20, 2021 16:30 EDT)

David Logan



David Stockdale



Dale Mosley

LETTER OF UNDERSTANDING #7

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: CLOTHING/BOOT ALLOWANCE

Whereas the Union and the Employer wish to mutually address the issue of entitlement to clothing/boot allowance specified in Article 16.04 and 16.06 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 EMPLOYER


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David Stockdale


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Dale Mosley


Rob Bayne (Jul 20, 2021 16:47 EDT)

Rob Bayne



Stephanie Cliff

LETTER OF UNDERSTANDING #8

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: IMSA CERTIFICATION

The parties agree that as a result of the cessation of IMSA Level 1 & 2 training in Ontario, those employees who are currently in receipt of the 2% on their hourly rate will be grandparented until such time as the employee's employment has been terminated as per Article 8, or alternatively, a new certification course has been endorsed by the City. Those employees grandparented would be required to successfully complete the new certification course to maintain their 2%.

Upon completion of the field training Rob Simone and Kevin Kemmis shall be added to the below noted list.

This Letter of Understanding shall expire on the cessation of employment of the below noted employees.

The employees that are grandparented include:

- BIGRAS, JIM
- BORODY, PAUL
- HORAN, KERRY
- LUPI, GIANI
- MC CORMICK MATTHEW
- O'HANLON, RICHARD
- QUINN, OWEN
- SMITH, JAMES
- ROBERTSON, SHANE
- WILLIAMS, ALUN

FOR THE UNION

FOR THE EMPLOYER


Jim Bigras (Jul 20, 2021 16:10 EDT)


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Dale Mosley


Rob Bayne (Jul 20, 2021 16:47 EDT)

Rob Bayne



Stephanie Cliff

LETTER OF UNDERSTANDING #9

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: CLOTHING ALLOWANCE COMMITTEE

The parties agree to establishing a committee comprised of representatives from the Union and Management to review the clothing allowance/issuance. The committee will explore options to improve uniformity, professionalism and reflect corporate branding in work clothing. Each party will be represented on the committee by three (3) members and either party may invite one or more persons to provide expertise and advice on specific items.

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 EMPLOYER



Jim Bigras (Jul 20, 2021 16:10 EDT)

Jim Bigras



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David Stockdale



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Rob Bayne (Jul 20, 2021 16:47 EDT)

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Stephanie Cliff

LETTER OF UNDERSTANDING #10

between

**The Corporation of the City of Sarnia
and
The Canadian Union of Public Employees and its Local 153**

RE: PILOT PROGRAM AND USE OF EARNED DAYS OFF (EDO's)

The parties agree that Article 14.11 provided that employees are entitled to Earned Days Off subject to the conditions therein.

The parties agree that notwithstanding Article 14.11, that effective January 1, 2022, on a trial basis for the duration of the current collective agreement the Employer shall allow employees the ability to elect to book time off in one (1) week block increments. Staff submissions for requested Earned Days Off for a duration not less than five (5) days shall be submitted in writing to Human Resources prior to December 1st each year. Employees electing to book time in blocks, said election will be in accordance with Article 11. For employees electing to book one (1) week blocks any remaining individual days from the 17 day entitlement may be booked upon mutual agreement.

An employee whose employment is terminated or who is laid off will be granted a pro-rata amount based on the period they have worked since the date on which the last EDO was taken.

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 EMPLOYER


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