

COLLECTIVE AGREEMENT

between

The Corporation of the City of Sarnia

and

The Canadian Union of Public Employees And Its Local 3690

January 1, 2021 – December 31, 2023

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This Agreement made in duplicate as of this ^{30th} day of ^{July} 2021

- between -

THE CORPORATION OF THE CITY OF SARNIA,

hereinafter referred to as "THE EMPLOYER"

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3690,

hereinafter referred to as "THE UNION"

OF THE SECOND PART

It is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement. Therefore, this Agreement witnesseth that the parties agree with each other as follows:

ARTICLE 1 GENERAL PURPOSE AND UNDERSTANDING

1.01 <u>General Purpose</u>

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.

1.02 <u>No Discrimination</u>

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.

1.03 <u>Masculine/Feminine</u>

Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine and vice versa where the context so requires.

1.04 <u>No Strikes/No Lockouts</u>

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

1.05 Definition of Working Day

Where the term 'working day' is used in relation to grievances, arbitrations and job postings, it shall mean Monday to Friday, not including statutory holidays.

ARTICLE 2 RECOGNITION

2.01 <u>Bargaining Unit</u>

The Employer recognizes the Union as the sole bargaining agent for all permanent, temporary, and probationary employees who occupy positions listed in Schedule 'A'. 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.

All permanent employees shall become and remain members of the Union.

2.02 <u>Employee Categories</u>

Employees shall be deemed to be in one of the following categories:

- 1. **PERMANENT**: an employee who has satisfactorily completed a probationary period of 910 regular hours based on a 35 hour/week position or 1040 regular hours based on a 40 hour/week position and who occupies a position listed in Schedule 'A'.
- 2. **NEW**: an employee who has been appointed to a position in Schedule 'A', and shall remain in that category for a period not to exceed six (6) months.
- 3. **TEMPORARY**: a temporary employee shall mean:
 - i) an employee hired for a specific purpose or project for a period not to exceed six (6) months, or
 - ii) an employee hired to replace a permanent employee who is absent from the workplace due to sickness, injury or an approved leave of absence for a period not to exceed one (1) year. An employee hired to replace a permanent employee who is absent from the workplace due to pregnancy and/or parental leave shall not exceed eighteen (18) months. This may be extended to two (2) years through mutual agreement. The agreement will not be unreasonably denied.

The terms of this Agreement shall apply to temporary employees with the exception of Article 2.07, 4.02, 4.03, 5, 6, 7 10.01, 10.02, 11.04, 11.05 last paragraph, 11.08, 11.09, 11.11, 11.12, 12, 13, 14, 15.01, 15.02, 15.04, 15.05, 16.02, 17, 18, 19, 20, 21.01, 21.03, 21.04, 21.05, Appendix A and the Letter of Understanding on Acting Pay. Temporary employees shall not be eligible for step increases outlined in Schedule "A". Entitlement to vacations and statutory holidays shall be in accordance with the Employment Standards Act.

Notwithstanding any other provision of this Agreement, a new or temporary employee may be terminated for reasons less serious than a permanent employee, including but not limited to, performance deemed inadequate by the Employer or failure to get along with fellow employees, supervisors, managers or the public, unless it can be shown that such action was arbitrary, discriminatory or in bad faith.

Notwithstanding the other provisions of this Article, when a probationary period is interrupted by illness or injury or any other interruption of a probationary period exceeding two (2) weeks, the probationary period shall be extended by such period of absence beyond two (2) weeks.

2.03 Acquaint New Employees

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.

2.04 Union Dues

The Employer shall deduct from the bi-weekly wages of each employee included in the Bargaining Unit, such Union dues as are levied upon the members in accordance with its Constitution and by-laws. The Employer agrees to remit such amounts at the end of each month to the Treasurer of the Union. 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.

2.05 <u>Union Responsibilities</u>

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees. It therefore agrees that it will cooperate with the Employer in its efforts to assure a full day's work on the part of its members, ensure quality of products and services, help prevent accidents, and strengthen the goodwill between the Employer, the employee and the public.

2.06 Employee Agreements

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 General Manager, Corporate Services.

2.07 <u>Technological Change</u>

Technological changes will be discussed by the Labour/Management Committee at least sixty (60) days prior to the change being implemented.

2.08 Job Evaluation

New positions or positions requiring review because of revisions shall be processed in compliance with the jointly approved Job Evaluation Program. Wage rates for new or revised positions shall be determined in compliance with the aforementioned joint program.

2.09 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.

2.10 <u>Contact Information</u>

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

2.11 Union Bulletin Boards

The Employer will provide a Union bulletin board in each worksite. In multi-floor buildings, a Union bulletin board will be located on each floor. These boards will be located in areas that are highly visible to employees. The bulletin boards will be used solely for postings by the Union.

ARTICLE 3 CORPORATION'S RIGHTS AND RESPONSIBILITIES

- **3.01** The Union acknowledges that it is the exclusive right 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;

The foregoing subsections, a to d inclusive are subject to the terms and provisions of this Agreement.

ARTICLE 4 LABOUR-MANAGEMENT RELATIONS

4.01 Union Officers

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.

4.02 <u>Negotiating Committee</u>

The Union shall have the right to appoint or otherwise select a Negotiating Committee of not more than four (4) employees for the purpose of negotiating a new Agreement. The Union will notify the Employer of the members of its Negotiating 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.

4.03 Labour - Management Relations

The Employer and the Union agree there shall be Committees for Pay Equity/Job Evaluation, Health and Safety, Labour Management and there may be others not mentioned above that will help the Employer and the Union make the Employer run efficiently. The parties agree to notify the other of their respective members of these committees.

Labour Management Meetings

The Employer and Union agree there shall be a joint committee whose purpose will be to promote cooperation and dialogue among the City of Sarnia, 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.

4.04 <u>Canadian Union of Public Employees Representative</u>

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.

4.05 <u>Corporation Representative</u>

The Employer shall have the right to have any person or persons it may require in attendance at any meeting or negotiation concerning this Agreement.

4.06 <u>Correspondence</u>

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the General Manager, Corporate Services and the President of the Union, unless appropriate to do otherwise, with a copy to the President as necessary.

4.07 Legislation

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.

4.08 <u>Harassment</u>

The Employer and the Union endorses the right of every employee to work in an environment free from harassment.

ARTICLE 5 SENIORITY

5.01 <u>Definition</u>

Seniority shall be defined as the length of continuous permanent service with the Employer and shall be used in determinations affecting vacation, promotions, transfers, demotions, layoffs and recalls. Service as a probationary employee immediately prior to designation as a permanent employee will be included in the definition of continuous permanent service. For identical seniority dates the tie breaker will be a lottery supervised by union and employer representative(s) and the employees with the identical seniority dates. Seniority shall be used as specified in the Collective Agreement.

Effective December 1, 1994, employees transferring into Local 3690 from other Bargaining Units with the City or non-bargaining unit City employees will have their unbroken service with the Employer recognized for the earning of vacations and the transfer of sick leave credits where applicable only. Seniority for all other purposes will begin to accrue as of commencement of employment in a position included in Schedule "A".

5.02 Seniority List

The Employer shall maintain a seniority list which shall include both permanent and part-time employees showing the date upon which an employee's service commenced and their seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

5.03 Seniority During Absence

An employee shall continue to acquire seniority if the employee is absent from work for the following reasons and periods of time indicated below:

- Illness for which the employee is in receipt of sickness and/or Long Term Disability benefits from the Employer subject to the loss of seniority provisions of the Collective Agreement;
- 2. Injury for which benefits are payable under the Workplace Safety and Insurance Act;
- 3. Service in the Armed Forces during a time of war as declared by the Government of

Canada;

4. Parental or Maternity Leave of Absence.

5.04 Loss of Seniority

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

- 1. voluntarily quits the employ of the Employer;
- 2. is discharged for cause and the discharge is not reversed through the grievance and/or arbitration procedure;
- 3. fails to report for work within ten (10) working days of being notified by the Employer of recall by Priority Post or courier to their last known address following a layoff, or fails to advise the Employer within five working (5) days of his intention to report to work pursuant to the notification unless a satisfactory reason is given to the Employer;
- 4. is absent for three (3) consecutive working days without notifying the Employer, unless a reason satisfactory to the Employer is given;
- 5. is absent due to layoff for more than eighteen (18) months;
- 6. 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 those for which the leave of absence was granted;
- 7. is absent for a period of twenty-four months receiving Long Term Disability Benefits;
- 8. is absent for a period of twenty-four months not attributed to a layoff.

Note: Point 7 and 8 shall be interpreted in a manner consistent with the Ontario Human Rights Code.

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

5.05 Outside the Bargaining Unit

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.

ARTICLE 6 LAYOFF AND REHIRE PROCEDURE

6.01 Layoff Procedure

Whenever it becomes necessary to reduce the staff, employees shall be laid off in the reverse order of seniority, for the classification that is surplus, providing the senior employee possesses the qualifications, skill and ability to fill the remaining positions. Any executive officer of the Union may contact the department head or the Human Resources Department to gain information concerning layoffs. In the event that the employee is not satisfied that the layoffs follow the seniority list, the employee, through its Grievance Committee, may file and process a grievance under the provisions of this Agreement.

6.02 Definition of a Layoff

A layoff shall be defined as a reduction in the number of employees in the workforce or where a full time employee's hours of work are reduced by 20% or more.

6.03 Probationary, Contract and Temporary Employees

Probationary, contract and temporary employees shall be laid off prior to any seniority employee being laid off, provided the senior employee possesses the minimum qualifications and ability.

6.04 <u>Contracting Out</u>

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.

6.05 <u>Bumping Procedures</u>

Where an employee is laid off, they shall have the right to implement their bumping rights within five (5) working days of notification of layoff as follows:

- 1. A displaced employee may bump a less senior employee, providing they have the qualifications, skill and ability to perform the work of the less senior employee. On this basis, an employee may bump upwards, downwards or laterally.
- 2. An employee may bump within their own department or across the entire Bargaining Unit.
- 3. Bargaining Unit members will be able to exercise their seniority and bumping rights, and return to other positions in the Bargaining Unit if their department or function is ever sold, privatized or transferred to the County.
- 4. If any employee bumps a person in a lower group number, their rate of pay would be "red circled" if they are above the range maximum for the new position. This provision will apply only to bumps that are one (1) group below the employee's current group. A bump into a position that is two (2) or more groups below the employee's current group would result in the employee's rate of pay being reduced to the range maximum of the new position, if necessary.

Employees exercising their bumping rights shall supply to the employer where possible, 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.

6.06 <u>Recall Procedures</u>

A laid off employee shall have the right to recall for up to eighteen (18) months after layoff.

Such recall shall be in order of seniority providing the employee possesses the qualifications, skill and ability.

Upon notification of recall by Priority Post or courier, the employee shall inform the City within five (5) working days of their intent to return to work and shall return to work within ten (10) working days. Failure to do so without providing a satisfactory reason to the Employer will

result in loss of seniority and termination of employment.

Employees who do not bump following a reduction in their hours of work which constitute a layoff shall be entitled to remain in their position if and when the previously reduced hours or part thereof have been restored.

ARTICLE 7 STAFF CHANGES

7.01 Notice of Vacancy

When the Employer decides to fill a vacancy in Schedule "A" or create a new position in Schedule "A", the vacancy will be sent by e-mail and posted on all bulletin boards where employees report to work, for a period of seven (7) working days. The job posting will identify the location of the position, department and whether the position is part-time or full-time.

Any employee may apply for posted positions for which they possess the qualifications, skill and ability in accordance with the job description, by submitting a fully completed application form or résumé to the Human Resources Department. A copy of the posting shall be sent to the Union.

7.02 Selection of Candidates

The Employer will endeavor within ten (10) days of the end of the posting but no later than within twenty (20) days of the end of the posting, to conduct interviews of employees from the Bargaining Unit amongst the applicants who possess the qualifications, skill and ability for the posted position as reflected in their application/résumé and enclosures. An extension of this time limit will not be unreasonably withheld by the Union.

Any testing will be consistent with the relevant qualifications, skill and ability of the job in question.

The most senior applicant will be selected provided they demonstrate and/or possess the qualifications, skill and ability to do the job. 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.

If none of the internal applicants from the Bargaining Unit possess all of the qualifications, skill and ability the senior applicant who possesses a majority of the qualifications, skill and ability will remain in their current position, and may if they choose, within a period of forty-five (45) days, be given an opportunity to demonstrate that they have acquired the necessary remaining qualifications, skill and ability to perform the job.

If an internal candidate from the Bargaining Unit cannot demonstrate the qualifications, skill and ability for the posted position, the Employer may appoint a candidate from outside the Bargaining Unit.

7.03 Successful Candidate

All internal employees appointed through this process shall serve a trial period of 607 regular hours based on a 35 hour/week position or 694 regular hours based on a 40 hour/week position in the new position. In the event the successful candidate proves unsatisfactory during this period or chooses to return to their former position, the employee shall be returned to their former position without loss of seniority and at the salary received in the former position. Any other employee promoted or transferred because of this rearrangement of positions shall also be returned to their former position at the salary they received for that position and without loss of seniority.

7.04 Redundant and Gapped Positions

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

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 <u>Grievance Committee</u>

The Employer acknowledges the right of the Union to appoint a Grievance Committee of not more than three (3) members of the Bargaining Unit covered by this Agreement. The Union will notify the Employer of the members of this Committee.

No time shall be lost by employees for attendance at mutually arranged meetings with the Employer during working hours.

With prior approval from the employee's department head, reasonable time may be granted for the employee to discuss a complaint with their Shop Steward and for the Shop Steward to investigate the complaint.

8.02 <u>Grievance Procedure</u>

It is the mutual desire of the parties that complaints of employees be investigated and resolved as quickly as possible and it is understood that an employee has no grievance until the employee has first given their non-union supervisor an opportunity of adjusting their complaint.

Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step 2 of this procedure within seven (7) working days after the circumstances giving rise to the complaint or grievance have originated or occurred. However, it is expressly understood that the provisions of this paragraph may not be used to institute or initiate a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute or initiate, and the regular grievance procedure shall not be thereby by-passed.

Within the terms of this Agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

Unless due to the nature of the grievance the parties decide to by pass Step 1 of the grievance procedure, grievances shall be adjusted and settled as follows:

<u>Step 1</u>

Prior to filing any grievance, the employee shall discuss the circumstances with their immediate non-union supervisor within seven (7) working days. The employee and manager shall make every reasonable effort to resolve the issue at this stage. If the issue is not resolved at this step, it shall be dealt with according to the procedure set out below.

<u>Step 2</u>

Within seven (7) working days 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. Within seven (7) working days of the submission of the grievance to the General Manager, Corporate Services or such longer period as may be mutually agreed to accommodate the needs of the parties, a meeting will be held with the General Manager, Corporate Services and the parties concerned, including the aggrieved employee(s) and the National Representative. The General Manager, Corporate Services shall give a decision

within seven (7) working days of the meeting being held, in writing, to the aggrieved employee(s), the President of Local 3690, the National Representative and Grievance Chair.

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 as hereinafter provided. If no written request for arbitration is received by the Employer within twenty (20) working days after the decision in Step 2 is given, the grievance shall be deemed to have been settled.

8.03 <u>Waiving of Time Limits</u>

The time limits referred to in Article 8.02 may be extended by the mutual agreement of the parties.

8.04 Agreements Binding on Parties

All agreements reached under the grievance procedure between representatives of the Employer and representatives of the Union will be final and binding on the Employer, Union and employees.

8.05 Employer Grievance

It is understood that the General Manager, Corporate Services and/or the 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 2 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 9 ARBITRATION

9.01 <u>Selection of Arbitrators</u>

When either party decides that any difference as hereinbefore provided be submitted to arbitration, it shall make such request in writing, addressed to the other party to this Agreement. Such notification shall be made by registered mail, priority post or by fax within ten (10) full working days.

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.02 Jurisdiction of the Board

The Arbitrator shall not have jurisdiction to amend or add to any 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.

9.03 Arbitrable Matters

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure including timeliness.

9.04 Decisions Binding

The proceedings of the arbitration will be expedited by the parties, and the decision of the Arbitrator will be final and binding upon the parties.

9.05 Expenses

Each of the parties will jointly bear the expenses of the Arbitrator. Each party will bear their own expenses.

9.06 Grievance Mediation

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 3 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 10 DISCHARGE AND DISCIPLINE

10.01 Good and Sufficient Cause

No employee in the Bargaining Unit shall be discharged or disciplined without good and sufficient causes.

10.02 Notice of Discharge

No permanent employee shall be discharged or disciplined before an investigation is made and until such employee has received written notice containing reasons for the action taken or to be taken.

10.03 Employee Representation

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.

- **10.04** Grievances concerning discharge shall commence at Step 2.
- **10.05** Where an employee has not received a disciplinary notation (to include suspensions) for a period of eighteen (18) months, all disciplinary notations(s) shall be removed from the employee's file and shall not be used against the employee beyond that period.

ARTICLE 11 HOURS OF WORK AND OVERTIME

11.01 Hours of Work

Employees shall work either a thirty-five (35) hour or forty (40) hour work week as designated in Schedule A, over a five (5) day work week.

Except for employees required to work rotating shifts or irregular hours, the normal work week shall be Monday to Friday. Where necessary, the work week can be altered to include Saturday and/or Sunday if the employee is given a minimum of seven (7) calendar days notice unless otherwise mutually agreed to by the parties. The employee would continue to receive two consecutive days off unless mutually agreed upon between the employee and their department head.

11.02 Lunch Break

Starting and ending times shall be as established by the Employer, allowing for a minimum of a half $(\frac{1}{2})$ hour unpaid lunch break. Transit inspectors shall be paid at their hourly rate for each lunch and/or dinner period they work.

11.03 Rest Breaks

All employees shall be entitled to one fifteen (15) minute rest break, on site each in the morning and one fifteen (15) minute break in the afternoon.

11.04 Changes in Schedule

Notwithstanding the provisions of this Article, the Employer has the right to re-schedule the workday or work week of any employee or have the employee attend a work event outside of normal working hours.

For employees of the Water Pollution Control Centre and Environmental Services, seven (7) calendar days notice shall be given for a shift change, unless in an emergency situation. For greater clarity an emergency shall include but is not limited to filling a shift due to sick leave, Workplace and Safety Insurance Board injury, bereavement or any vacation time off request where notice from the employee request is less than seven (7) calendar days. If an employee has commenced working a shift, the employee will complete the shift unless other arrangements are mutually agreed upon.

For all other employees, seven (7) calendar days notice shall be given for a shift change or the requirement to attend a work event outside of regular working hours, unless otherwise mutually agreed to by the parties.

11.05 Overtime

Subject to Article 11.06, every employee is entitled to compensation for overtime worked on the following basis:

- i) All authorized overtime will be paid for or accumulate at one and one-half (1 ½) times the employee's regular rate of pay.
- ii) Overtime worked on Sundays or for those on an irregular work week on their second consecutive day off or within eight (8) hours up to the start of their scheduled shift, will be paid for or accumulate at twice (2x) the employee's rate of pay.

Overtime will be offered equitably among employees who normally perform those duties within each department. 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. If an employee is mistakenly by-passed, they shall be offered the next overtime opportunity in their area for duties they normally perform.

11.06 Method of Payment

The Department Head will determine whether overtime worked will be paid for or granted in equivalent time off. If overtime is to be taken as equivalent time off, the time off will be taken during the calendar year that it is earned. An employee may carry forward the equivalent of one (1) week of lieu time into the next calendar year.

11.07 Overtime Authorization

Overtime must be authorized by the Department Head or designate prior to the time being worked.

11.08 Overtime Call-Outs

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 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 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.

This Article does not apply to part-time or "job sharing" employees unless they have worked more than thirty-five (35) or forty(40) hours (whichever is applicable) during the work week.

11.09 Overtime – Meeting/Training

If the employee is directed to attend a meeting, event, trade show, legal proceeding or other work related matter as a representative of the City, the employee will be eligible for overtime if the event lasts longer than the normal working day or the employee travels to and/or from the event outside of their regular working hours. Travel time only applies to events that are held outside of the City of Sarnia.

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.

Any employees attending a training course, seminar, conference, workshop or other event, either mandatory or not, shall be entitled to travel expense allowance in accordance with the Employer's approval and policy.

11.10 Overtime - Meals

If employees are required to remain at work after normal working hours for a period in excess of two (2) hours, the employee will be provided with the value of a meal that will not exceed \$17.00 (inclusive of taxes) which will be provided by direct deposit on the employee's next pay period where possible. Employees are not eligible for an overtime meal if the overtime requirement is known in advance of the working day.

CUPE Local 3690 supervisors who supervise staff in C.U.P.E. Locals 153 and/or 2713 shall be covered in accordance with the overtime meal system of the employees they supervise.

11.11 Overtime and O.M.E.R.S. Contributions

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

Where an employee works sixteen (16) continuous hours and is sent home prior to the end of their regular scheduled shift if required by the Highway Traffic Act, 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.

11.12 Earned Days Off

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

- 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.
- 7. WPCC Operators and part-time employees will not be eligible for EDOs.

Any deviation from the above Policy must be approved by the General Manager, Corporate Service or designate in writing.

ARTICLE 12 HOLIDAYS

12.01 Designation of Paid Holidays

The following holidays are recognized as time off with pay for all employees provided they are on the active payroll:

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

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 $(\frac{1}{2})$ day holiday.

Where any of the noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, all employees shall be granted a day off with pay. Should it be necessary for the Employer to change a statutory holiday, the employees will be notified of such changes and advised on what day the holiday will be observed, in writing, by February 28 of each year.

Should the Employer decide to move a statutory holiday that falls on a Saturday or Sunday to another day, those employees required to work seven day rotations will observe the holiday on the actual day the statutory holiday occurs according to the calendar, and are entitled to premium pay.

For W.P.C.C. employees, the holiday shall be deemed to run from 7:00 a.m. on the actual day of the holiday to 7:00 a.m. of the following day.

12.02 Premium Pay for Holidays

Employees called to work on holidays listed above shall be paid time and one-half $(1\frac{1}{2})$ 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 Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day, Victoria Day, Civic Holiday or Canada 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.

ARTICLE 13 VACATIONS

13.01 Vacation Period

The vacation year shall be the calendar year. Vacations shall be taken as they accrue, subject to the approval of the Department Head or designate, as to the dates. Any deviation from this policy is subject to the approval of the General Manager, Corporate Services.

13.02 Length of Vacation

Vacations shall be granted on the following basis:

- 1. Employees who leave the employ of the Employer for any reason after less than one (1) year of service will receive vacation pay at the rate of 4% of earnings;
- 2. After one (1) year of continuous employment, ten (10) working days per year;
- After four (4) years of continuous employment, effective January 1, 2018 after three (3) years of continuous employment fifteen (15) working days per year;
- 4. After eight (8) years of continuous employment, twenty (20) working days per year;
- 5. After fifteen (15) years of continuous employment twenty-five (25) working days per year;
- 6. After twenty-three (23) years of continuous employment thirty (30) working days per year.

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 14.02, 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 14.02 (4). The period of displaced vacation will be reinstated at a time mutually agreeable between the employee and their department head.

13.03 Vacation Policy

Vacation policy will be as set out in Appendix "A".

13.04 Statutory Holiday During Vacation

If a statutory holiday falls during a vacation period it shall be added to the beginning or end of the vacation period or taken at a time agreed on by the employee and the department head or their designate.

13.05 <u>Termination or Death</u>

An employee whose employment is terminated or who is laid off will be granted a pro-rated 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 the employee became entitled to their immediately previous vacation, if any. If an employee dies, their estate will be credited with the value of the vacation credits owing them.

ARTICLE 14 SICKNESS BENEFITS

14.01 Accumulation of Benefits

Employees shall earn paid sick leave at the rate of one and one-half $(1 \frac{1}{2})$ days per month which will accumulate to a maximum of 130 days. Probationary employees are not entitled to sick leave.

Upon completion of the probationary period, the employee will be credited with nine (9) days of sick leave.

Employees who accumulate sick leave in excess of 130 days shall be credited yearly with 18 days of sick leave provided it is earned at the rate of 1 $\frac{1}{2}$ days per month but will not accumulate from year to year unless the employee's accumulated sick leave falls below 130 days.

14.02 Granting of Sick Leave

Sick leave shall be granted subject to the following conditions:

1. When requesting sick leave, the Employer may require that a qualified medical practitioner completes the Employer's Worker's 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.

The employer and the union promote an early and safe return to work from illness and or injury. Employees are required to provide to the General Manager, Corporate Services or designate any updates on all changes to their limitations and restrictions to facilitate an early and safe return to work where applicable.

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.

When the completed Employer's Worker's Ability Report is acceptable to the Employer, the employee shall be reimbursed a reasonable and customary cost, to a maximum of \$40, for any medical certificate that is required by and the completed medical certificate is acceptable to 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.

Abuse of sick leave will be subject to discipline.

- 2. Sick leave payments shall be based upon the employee's regular rate of pay.
- 3. Employees taken ill should notify their supervisors or delegate as soon as possible but no less than within two (2) hours of starting time of their inability to be present.
- 4. After the third (3rd) frequency of absence due to illness during a calendar year, an employee shall be entitled to sick leave only 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 Worker's 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.

5. If required by the Manager, Supervisor or the Disability Management Specialist, prior to returning from sick leave when the absence due to illness exceeds three (3) consecutive days, it is the employee's responsibility to provide a completed Employer's Worker's Ability Report to their supervisor and or the Disability Management Specialist or designate 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 Employer but no less than one (1) days notice if they are returning to work with restrictions to allow the Employer time to search for modified work.

In the event of a prolonged illness an employee whose sick leave is exhausted may extend such leave by the amount of any credit which the employee may have accumulated for overtime or vacation.

6. 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 five (5) sick leave days 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 14.01.

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.

14.03 Long Term Disability Plan

The Employer shall provide 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 shall be borne by the Employer;
- d) All benefits and conditions are subject to the terms of the policy;
- e) The Employer agrees to continue payment of their share of premiums as outlined in Article 17, for a period of twelve (12) months after an employee has exhausted their sick leave or goes on Long Term Disability, and the employee shall reimburse the Employer for their share of the premiums.

14.04 Workplace Safety and Insurance Board Benefits Top-Up

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 one quarter ($\frac{1}{4}$) of a day 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 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 is precluded from changing their election for the claim.

ARTICLE 15 LEAVE OF ABSENCE

15.01 <u>Union Business</u>

Where permission has been granted by their department head or designate, representatives from the Union may temporarily leave their employment without loss of pay to carry on negotiations with the Employer or to discuss a grievance with the Employer.

Provided the employee notifies their supervisor in advance of the earliest possible opportunity, members of other joint committees formed by the Employer and the Union may temporarily leave their employment without loss of pay to attend scheduled meetings of the joint committee.

15.02 Jury Duty

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

15.03 Bereavement Leave

Bereavement leave from regularly scheduled work will be granted for the purpose of making funeral arrangements and attending the funeral or memorial service on the following basis:

- up to five (5) consecutive working days: spouse (common law or same sex), mother, father, son, daughter;
- ▶ up to four (4) consecutive working days: brother, sister, mother and father-in-law, son and daughter-in-law;
- up to two (2) working days: brother-in-law of the employee or spouse, sister-in-law of the employee or spouse, grandparents of employee and spouse, grandchildren, aunt, uncle, niece, nephew, other dependent relatives living with employee or when acting as a Pall Bearer at a funeral or memorial service.

For the purpose of bereavement leave step relations shall be recognized.

A request for extension of these time limits shall be considered by the General Manager, Corporate Services in consultation with the employee's department head.

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.

15.04 Union Officers

An employee may be allowed an unpaid leave of absence for up to two (2) years for appointments within the Canadian Union of Public Employees or other labour organizations. Such leaves will not be unreasonably withheld.

15.05 Conventions and Conferences

With the approval of their department head and pending operational requirements, delegates to conventions and conferences on Union matters may be granted a leave of absence with pay and benefits and without loss of seniority.

The employer will bill back the union for wages and mandatory benefits. The number of delegates shall be limited to four (4) per event and with no more than two (2) employees from the same working area subject to the exigencies of duty. The total number of working days for all delegates shall not exceed sixty (60) per calendar year. The Local president may request additional days not to exceed twenty (20) days per calendar year subject to the exigencies of duty.

Whenever possible, the Union agrees to provide at least two (2) weeks (save and except in extenuating circumstances, one (1) week) advance notice for any leave of absence granted under this Article.

15.06 <u>Maternity and Parental Leaves</u>

Employees shall be entitled to Maternity and Parental Leave as per the Employment Standards Act. Employees on maternity or parental leave shall continue to accumulate seniority and be entitled to the benefits described in Article 17, as per the Employment Standards Act.

An employee entitled to Maternity leave or Parental Leave under the above, and who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid an allowance in accordance with the Supplementary Employment Benefit (SEB) Plan as follows:

- 1. During the waiting period, the Employer will provide payments equivalent to seventyfive (75%) of the employee's regular weekly earnings.
- 2. In the case of pregnancy leave, during the following fourteen weeks or shorter period if the employee returns to work, pay the employee at a rate equivalent to the difference between the Employment Insurance Maternity Leave Benefits, the employee receives and seventy-five (75%) percent of their regular rate of pay. In the case of parental leave, employees shall receive nine (9) weeks.
- 3. Should an employee elect to receive extended Employment Insurance Parental Benefits, the employee may also elect to have the supplemental employment benefit (SEB), as described in Paragraph 2, spread out over the same period of time. For clarity, the weekly supplemental employment benefit (SEB) payments provided by the Employer will be at a reduced rate such that it equals what the employee would have received had they not elected to extend their Parental Leave.
- 4. The combined weekly payments received from the plan and the weekly rate of Employment Insurance Benefits will not exceed seventy-five (75%) percent of the employee's weekly earnings.
- 5. Employees must provide proof of application and receipt of Employment Insurance Benefits in order to receive payment under the SEB plan. Proof shall be copies of EI benefits stubs.

ARTICLE 16 SALARIES

16.01 Payment of Salaries

The salary schedule applicable to employees is part of this Agreement and is referred to as Schedule "A".

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 salary schedule attached hereto.

16.02 <u>Pay Day</u>

Pay days shall be every second Friday for the full regular amount as due up to and including the day of payment. If pay day falls on a holiday, payment will be made on the preceding work day. Payment will be made by direct deposit.

ARTICLE 17 EMPLOYEE BENEFITS

17.01 Exclusive of the provisions of Article 17.04, the Employer shall assume the payment of the premium costs of benefits for employees and eligible dependants provided under Article 17 after the completion of the probationary period.

17.02 Extended Health Care

The Employer agrees, upon completion of the probationary period, to contribute 100% of the monthly premiums of the private hospital accommodation and Extended Health Benefits Plan (\$25 single, \$50 family annual deductible) 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 shall 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. bundle cap for chiropractic, physiotherapy, massage, Acupuncturist, Podiatrist, Chiropodist, Naturopathic and/or Homeopathic Services per calendar year, Psychologist /Social Worker/Psychotherapist/Psychiatrist visits of \$500 per calendar year with no per visit maximum private hospital accommodation, overage dependant student coverage and an annual prostate examination coverage.

17.03 Group Life Insurance

The Employer agrees, upon completion of the probationary period, to pay on behalf of each participating employee, 100% of the premium cost of the employee's participation in the Group Life Insurance Plan in accordance with the terms and conditions set forth in the master policy between the Company and the Employer. The amount of coverage for each participating employee shall be approximately two and one-half (2½) times the employee's annual salary to the nearest \$500.00. Dependant coverage will be \$15,000.00 each for spouse and per child.

An employee will have the option to purchase additional life insurance at group rates in ten thousand dollar (\$10 000) increments up to an additional forty thousand dollars (\$40 000) subject to the terms and conditions of the master policy.

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.

17.04 OMERS Pension

Every employee shall join the Ontario Municipal Employees Retirement System (OMERS) on being hired. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

17.05 Dental Plan

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 year O.D.A. fee guide rates. The Employer shall pay 100% of the cost.

The above-noted plan will provide for (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 \$3,000.00 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 for each dependant child. The Employer shall pay for 100% of the cost.

17.06 Vision Plan

The Employer agrees, upon completion of the probationary period, to provide eligible employees with a Vision Care Plan of \$450 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). The Employer will pay 100% of the cost. The Plan shall provide overage dependent student coverage.

17.07 Employee Payment of Premiums

Employees who have been absent in excess of ninety (90) days on extended leaves of absence without pay, or employees who have exceeded ninety (90) days after exhausting their sickness benefits will be required to pay 100% of employee benefit costs including Semi-Private Hospital, Extended Health Care, Group Life, Dental and Vision Care, subject to the terms of Article 14.04 (e). Employees on maternity or parental leave as per the Employment Standards Act will be excluded.

- **17.08** All benefits provided in this Article are subject to the terms and conditions of the carrier and its master policy.
- **17.09** Future retirees effective date of ratification will have a RetireeBenefits 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 balance.

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 Employer'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 18 CAR ALLOWANCE

18.01 <u>Kilometre Allowance</u>

As a general rule, those persons designated by the Employer who are required to use their personal car for Employer business shall receive forty-four cents (44ϕ) per kilometre.

18.02 Parking

Employee shall be provided with a free parking space at their work location or other designated location.

ARTICLE 19 SHIFT PREMIUMS, ACTING PAY AND STANDBY PAY

19.01 <u>Shift Premiums</u>

An employee whose majority of hours are scheduled between 5pm and 7am shall receive a shift premium of \$1.75 per hour for the hours worked within this time period.

This article does not apply to overtime call outs.

19.02 Acting Pay – Operations Division

When an employee of the Operations division of the Engineering Department is assigned the responsibilities of the Superintendent Public Works, the Superintendent WPCC, or the Superintendent Sewage and Environmental Services the employee shall be placed on the grid step in the salary band of the acting position which represents a minimum of 5% increase to the current salary.

19.03 Acting Pay

When an employee is assigned by their department head or designate the essential duties of a higher rated position, the employee will be placed on the grid step in the salary band of the acting position which represents a minimum of 5% increase to the current salary.

19.04 Standby Pay

Supervisors, the Lead Operator W.P.C.C, Pump Station Maintenance Mechanics and other positions as designated by the General Manager, Corporate Services required to be on standby duty shall receive the sum of \$40.00 per day, and when required to be on standby duty for statutory holidays, \$50.00 per day.

19.05 Lead Hand

An employee holding the position of By-law Officer, Level 2 who is assigned by the Employer as lead hand will be paid a premium of \$2.00 per hour.

ARTICLE 20 PART TIME EMPLOYEES

20.01 Definition

A part time employee is defined as an employee who occupies a position in Schedule "A" and works between 50% and 80% of the normal working hours for that position. An employee who works more than 80% of the regularly scheduled hours for a position shall be considered a full time employee.

The terms and conditions of this Agreement shall apply to part time employees except where different provisions are outlined in this Article.

20.02 Seniority

Seniority accumulated up to and including December 31, 1993 shall be based on calendar years of service.

Effective January 1, 1994, seniority will accumulate based on hours worked as a part time employee, with 1700 hours equalling one year of seniority.

20.03 Vacations and Sick Leave

Part-time employees shall have vacation entitlement in accordance with the weekly equivalent to the provisions of Article 13.02 on a pro-rated basis. For example, if a part-time employee with 15 years continuous employment worked three (3) days per week, they would be entitled to four (4) weeks of three (3) days vacation with pay.

Effective January 1, 2022, part-time employees shall receive vacation pay on each bi-weekly payroll deposit based on their length of service in accordance with the following schedule:

Years of Service	Entitlement
1 year of service or less	4%
3 years of service	6%
8 years of service	8%
15 years of service	10%
23 years of service	12%

Sick leave accumulation shall be pro-rated based on the percentage of hours normally worked.

20.04 Employee Benefits

Part-time employees will not be entitled to the employee benefits described in the following Articles:

Long Term Disability Benefits Extended Health Care Group Life Insurance Dental Plan Vision Care

Instead, part time employees shall receive 8% of their salary (up to 35 or 40 hours) in lieu of these benefits.

Part-time employees who have completed 700 hours worked, may participate in the Extended Health Care (including vision) and Dental Benefit Plans by paying the full cost of said premiums. Part-time employees will continue to receive their salary percentage in lieu of benefits. To participate in this option, part-time employees must work on an on-going basis, a minimum of twenty (20) hours per week.

If a part-time employee chooses not to participate in the Extended Health Care Plan or opts out after enrolment and wishes to participate at a later date, they may only do so by providing medical evidence satisfactory to the current insurance provider and may be restricted by preexisting conditions.

If a part-time employee chooses to participate in the Dental Plan they must remain in the Plan for a minimum of two (2) years. If a part-time employee opts out of the Plan they would not be eligible to rejoin for a period of two (2) years from the date of their last exit.

In all cases, should a part-time employee who has chosen to participate in the above Plan(s) not have sufficient earnings to cover the premiums, they will be removed from the Plan(s). Their coverage(s) will terminate and they shall not be allowed to rejoin the plan.

20.05 Paid Holidays

Part-time employees will be compensated for each paid holiday based on the average number of hours worked per week. This compensation can be in the form of holiday pay or equivalent time off at a later date at the discretion of the Department Head (or their designate).

Effective January 1, 2022, part-time employees will be compensated for each paid holiday based on the average number of hours worked per week in the preceding four (4) weeks. This compensation will be in the form of holiday pay.

ARTICLE 21 GENERAL PROVISIONS

21.01 <u>Posting of Policies</u>

Where policies change from time to time, the Employer agrees to post on the bulletin boards and intranet a copy of all policies affecting the overall working conditions of the Employer and send copies to the Secretary of the Union.

21.02 Inspection of Personnel File

Any employee, upon two (2) working days notice, has the 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.

21.03 Printing of the Agreement

The Employer shall provide sufficient copies of the Collective Agreement to the Union and each member of the Bargaining Unit. Such copies will be provided electronically.

21.04 Safety Shoes

Employees required to wear safety shoes (green patch) with the electric shock resistant rating (ohm patch) as a condition of employment as designated by the General Manager, Corporate Services shall receive a safety boot allowance of \$240.00 per year payable by direct deposit with the first pay in January each year.

21.05 <u>Clothing Allowance</u>

Employees occupying the positions listed below shall receive an annual clothing issue of \$250 plus applicable taxes to purchase appropriate work-related clothing. 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. Payment for this allowance will be by direct deposit with the first pay in January each year. Clothing purchased shall be worn at work by the employee:

Lead Custodian Maintenance Technician Supervisor Maintenance Mechanic Lead Maintenance Mechanic Operator Lead Operator Storeskeeper Relief Storeskeeper Development Engineering Tech Property Division Property Division Parks & Recreation and Public Works W.P.C.C. W.P.C.C W.P.C.C. W.P.C.C Engineering Division

Engineering

Engineering Technologist	Engineering
Transportation Technologist	Engineering
Waste Reduction Accounts Superv	Engineering
Survey Technologist, Drainage Supt	Engineering
Maintenance Supervisor	Transit
Safety and Training Officer	Public Works
Environmental Compliance Coordinator	Public Works
Fleet Trainer	Public Works
Water & Wastewater Compliance Insp	Public Works

Additional staff eligible for the clothing issue shall be determined by the General Manager, Corporate Services, and the Union will be advised of any additional employees entitled to the clothing issue.

Where the Employer decides that uniforms are to be worn for public relations purposes, such uniforms shall be provided by the Employer.

In January of each year each employee shall receive a cheque to cover the foregoing and the value of the boot allowance in article 21.

21.06 The Employer shall reimburse employees for the renewal fee only of the appropriate driver's license for those employees who require a specialized license for the performance of their job. Employees shall submit their paid receipt for reimbursement.

Employees shall immediately report to the Employer, the loss of their driver's license if it is a requirement of their job or if they may use one of the City's vehicles for their job.

21.07 Accommodation

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 up to two (2) representatives of the Local is present.

21.08 The Employer shall reimburse employees the cost associated with an employee obtaining a medical report for the purpose of maintaining a class D or DZ license up to \$100.00.

ARTICLE 22 TERM OF AGREEMENT

22.01 <u>Duration</u>

This Agreement shall be in force and effect from January 1, 2021 to and including December 31, 2023.

At any time within ninety (90) days prior to the termination date, either party may give notice in writing to the other party that it desires to terminate or amend the Agreement.

Dated at Sarnia, Ontario this <u>30th</u> day of <u>July</u>, 2021.

Signed, Sealed and Delivered in the presence of:

FOR THE UNION

Doug Downie

-Mike Jackson (Aug 2, 2021 09:45 EDT)

Mike Jackson

Gerry Hawley (Jul 30, 2021 16:52 EDT)

Gerry Hawley

Sheila Grieve (Jul 31, 2021 20:16 EDT)

Sheila Grieve

Aprilant

Stephanie Cliff

FOR THE EMPLOYER

2021 08:06 EDT) David

David Logan

2 Fold

David Stockdale

Dale Mode

Dale Mosley

SCHEDULE "A" – January 1, 2021

	Salary Effective <u>January 1, 2021 (1.6%)</u>		Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs /W
			65%	70%	75%	80%	85%	90%	95%	Joh Data	/vv k
			Job Rate								
Α	ŀ	Hrly.	16.65	17.93	19.22	20.50	21.78	23.06	24.34	25.62	
	F	Ann.	30,303.00	32,632.60	34,980.40	37,310.00	39,639.60	41969.20	44,298.80	46,628.40	35
	A	Ann.	34,632.00	37,294.40	39,977.60	42,640.00	45,302.40	47,964.80	50,627.20	53,289.60	40
В	ŀ	Hrly.	18.17	19.57	20.97	22.37	23.77	25.16	26.56	27.96	
	A	Ann.	33,069.40	35,617.40	38,165.40	40,713.40	43,261.40	45,791.20	48,339.20	50,887.20	35
	F	Ann.	37,793.60	40,705.60	43,617.60	46,529.60	49,441.60	52,332.80	55,244.80	58,156.80	40
С	H	Hrly.	19.70	21.22	22.73	24.25	25.76	27.28	28.79	30.31	
	F	Ann.	35,854.00	38,620.40	41,368.60	44,135.00	46,883.20	49,649.60	52,397.80	55,164.20	35
	A	Ann.	40,976.00	44,137.60	47,278.40	50,440.00	53,580.80	56,742.40	59,883.20	63,044.80	40
D	Scheduling/Graphics Design Clerk PR	Hrly.	21.22	22.85	24.48	26.11	27.74	29.38	31.01	32.64	
	Pay Clerk Parks & Recreation A	Ann.	38,620.40	41,587.00	44,553.60	47,520.20	50,486.80	53,471.60	56,438.20	59,404.80	35
	Lead Custodian A	Ann.	44,137.60	47,528.00	50,918.40	54,308.80	57,699.20	61,110.40	64,500.80	67,891.20	40
Е	Engineering Clerk H	Hrly.	22.75	24.50	26.25	28.00	29.75	31.50	33.25	35.00	
	Accounts Clerk, Transit	Ann.	41,405.00	44,590.00	47,775.00	50,960.00	54,145.00	57,330.00	60,515.00	63,700.00	35
	Administrative Assistant, Building	Ann.	47,320.00	50,960.00	54.600.00	58,240.00	61,880.00	65,520.00	69,160.00	72,800.00	40
	Administrative Assistant, Finance										
	Secretary/Accounts Clerk, Strangway										
	By-law Coordinator										
	Licensing Clerk										

Salary Effective January 1, 2021	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JOD Rale							

Е	Administrative Assistant, Community Services Parks & Recreation	Hrly.	22.75	24.50	26.25	28.00	29.75	31.51	33.25	35.00	
	Records Coordinator	Ann.	41,405.00	44,590.00	47,775.00	50,960.00	54,145.00	57,348.20	60,515.00	63,700.00	35
	Works Clerk	Ann.	47,320.00	50,960.00	54,600.00	58,240.00	61,880.00	65,540.80	69,160.00	72,800.00	40
	Administrative Assistant, Fire										
	Customer Service Representative										
	Accounts Payable Clerk										
	Maintenance Clerk										
	Building Code Technician										
	Records and Property Clerk										
F	Administrative/Scheduling Clerk, Transit	Hrly.	24.26	26.12	27.99	29.86	31.72	33.59	35.45	37.32	
	Clerk Dispatcher, Transit	Ann.	44,153.20	47,538.40	50,941.80	54,345.20	57,730.40	61,133.80	64,519.00	67,922.40	35
	Maintenance Technician, Facilities	Ann.	50,460.80	54,329.60	58,219.20	62,108.80	65,977.60	69,867.20	73,736.00	77,625.60	40
	Procurement Specialist										
	Administrative Assistant Planning										
	Printer										
	Payroll/Accounting Specialist										
	Accounting Specialist										
	Administrative Assistant, Engineering										
	Safety and Training Technologist										
	WPCC Clerk										

Salary Effective January 1, 2021	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JUD Kale							

G	Administrative Assistant, By-law	Hrly.	25.79	27.78	29.76	31.74	33.73	35.71	37.70	39.68	
	Payroll Administrator	Ann.	46,937.80	50,559.60	54,163.20	57,766.80	61,388.60	64.992.20	68,614.00	72,217.60	35
	Storeskeeper	Ann.	53,643.20	57,782.40	61,900.80	66,019.20	70,158.40	74,276.80	78,416.00	82,534.40	40
	Operator WPCC										
	Computerized MMS Technologist										
	Property Tax Payment Specialist										
	Overnight Parking Enforcement Officer										
	Internal Control Coordinator										
Н	Communications Coordinator	Hrly.	27.31	29.41	31.51	33.61	35.71	37.81	39.91	42.01	
	Inspector/Dispatcher/Trainer, Transit	Ann.	49,704.20	53,526.20	57,348.20	61,152.00	64,992.20	68,814.20	72,636.20	76,458.20	35
	Property Tax Administrator	Ann.	56,804.80	61,172.80	65,540.80	69,908.80	74,276.80	78,642.72	83,011.76	87,380.80	40
	Building Official, Level 1										
	Maintenance Mechanic, WPCC										
	GIS Analyst										
	Planning Technician										
	By-law Enforcement Officer, Level 1										
	Safety and Training Officer										
	Inspector/Dispatcher, Transit										
	Water & Wastewater Compliance Inspector										
	Payroll Analyst										
	Environmental Technician										

Salary Effective January 1, 2021	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JOD Rale							

I	Community Services Coordinator	Hrly.	28.86	31.08	33.30	35.52	37.74	39.96	42.18	44.40	
	Electrician	Ann.	52,525.20	56,565.60	60,606.00	64,646.40	68,686.80	72,727.20	76,767.60	80,808.00	35
	Engineering Technologist	Ann.	60,028.80	64,646.40	69.264.00	73,881.60	78,499.20	83,116.80	87,734.40	92,352.00	40
	Building Official, Level 2										
	By-law Enforcement Officer, Level 2										
	Asset Coordinator										
	IT Software Analyst										
	IT Client Services Analyst										
	Environmental Compliance Coordinator										
	Planner I										
	Fleet Trainer										
	Survey Technologist & Drainage Supt										
	Environmental Services Mechanic										
	Water & Wastewater Compliance Inspector										
	Refrigeration Mechanic										
	Accounting Analyst										
	Maintenance Mechanic, WPCC										
	Senior Procurement Specialist										
J	Supervisor, Works	Hrly.	30.36	32.70	35.03	37.37	39.70	42.04	44.37	46.71	
	Building Inspector/Deputy CBO	Ann.	55,255.20	59,514.00	63,754.60	68,013.40	72,254.00	76,512.80	80,753.40	85,012.20	35
	Economic Development Officer	Ann.	63,148.80	68,016.00	72,862.40	77,729.60	82,576.00	87,443.20	92,289.60	97,156.80	40
	Waste Management Coordinator										
	Lead Operator, WPCC										
	Transportation Technologist										
	Lead Environmental Services Mechanic										
	Lead Mechanic, WPCC										
	Survey Technologist & Drainage Supt										
	IT Infrastructure Analyst										

Salary Effective January 1, 2021	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JUD Rale							

κ	Supervisor, Arena Pools & Sportsfields	Hrly.	31.87	34.32	36.77	39.22	41.68	44.13	46.58	49.03	
	Development Engineering Technologist	Ann.	58,003.40	62,462.40	66,921.40	71,380.40	75,857.60	80,316.60	84,775.60	89,234.60	35
	Financial Analyst	Ann.	66,289.60	71,385.60	76,481.60	81,577.60	86,694.40	91,790.40	96,886.40	101,982.40	40
	Municipal Engineering Specialist										
	Supervisor, Horticulture & Arboriculture										
	Supervisor, Parks										
L	Maintenance Supervisor, Transit	Hrly.	33.42	35.99	38.57	41.14	43.71	46.28	48.85	51.42	
	Planner II	Ann.	60,824.40	65,501.80	70,197.40	74,874.80	79,552.20	84,229.60	88,907.00	93,584.40	35
	Tax Analyst	Ann.	69,513.60	74,859.20	80,225.60	85,571.20	90,916.80	96,262.40	101,608.00	106,953.60	40
М		Hrly.	34.92	37.61	40.30	42.98	45.67	48.36	51.04	53.73	
		Ann.	63,554.40	68,450.20	73,346.00	78,223.60	83,119.40	88,015.20	92,892.80	97,788.60	35
		Ann.	72,633.60	78,228.80	83,824.00	89,398.40	94,993.60	100,588.80	106,163.20	111,758.40	40

• The Employer will grandparent employees with their current qualifications into the collapsed/revised job classification (ie: Engineering Technologist/Construction Technologist which will become Engineering Technologist).

• Current incumbents in the Construction/Engineering Technologist classification shall not be required to obtain the requisite training for the Construction/Engineering Technologist classification. Post ratification all new employees in the Construction/Engineering Technologist classification will be required to be in possession of the requisite requirements prior to being awarded the role.

SCHEDULE "A" – January 1, 2022

Salary Effective January 1, 2022 (1.6%)			Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs /W
				70%	75%	80%	85%	90%	95%	Job Rate	/vv k
			Job Rate	JOD Rale							
Α		Hrly.	16.92	18.22	19.52	20.82	22.13	23.43	24.73	26.03	
		Ann.	30,794.40	33,160.40	35,526.40	37,892.40	40,276.60	42,642.60	45,008.60	47,374.60	35
		Ann.	35,193.60	37,897.60	40,601.60	43,305.60	46,030.40	48,734.40	51,438.40	54,142.40	40
В		Hrly.	18.47	19.89	21.31	22.73	24.15	25.57	26.99	28.41	
		Ann.	33,615.40	36,199.80	38,784.20	41,368.60	43,953.00	46,537.40	49,121.80	51,706.20	35
		Ann.	38,417.60	41,371.20	44,324.80	47,278.40	50.232.00	53,185.60	56,139.20	59,092.80	40
С		Hrly.	20.01	21.55	23.09	24.63	26.17	27.71	29.25	30.79	
		Ann.	36,418.20	39,221.00	42,023.80	44,826.60	47,629.40	50,432.20	53,235.00	56,037.80	35
		Ann.	41,620.80	44,824.00	48,027.20	51,230.40	54,433.60	57,636.80	60,840.00	64,043.20	40
D	Scheduling/Graphics Design Clerk PR	Hrly.	21.55	23.21	24.87	26.53	28.19	29.84	31.50	33.16	
	Pay Clerk Parks & Recreation	Ann.	39,221.00	42,242.20	45,263.40	48,284.60	51,305.80	54,308.80	57,330.00	60,351.20	35
	Lead Custodian	Ann.	44,824.00	48,276.80	51,729.60	55,182.40	58,635.20	62,067.20	65,520.00	68,972.80	40
Е	Engineering Clerk	Hrly.	23.11	24.89	26.67	28.45	30.23	32.00	33.78	35.56	
	Accounts Clerk, Transit	Ann.	42,060.20	45,299.80	48,539.40	51,779.00	55,018.60	58,240.00	61,479.60	64,719.20	35
	Administrative Assistant, Building	Ann.	48,068.80	51,771.20	55,473.60	59,176.00	62,878.40	66,560.00	70,262.40	73,964.80	40
	Administrative Assistant, Finance										
	Secretary/Accounts Clerk, Strangway										
	By-law Coordinator										
	Licensing Clerk										

Salary Effective January 1, 2022	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Joh Poto	Wk
	Job Rate								

Е	Administrative Assistant, Community Services Parks & Recreation	Hrly.	23.11	24.89	26.67	28.45	30.23	32.00	33.78	35.56	
	Records Coordinator	Ann.	42,060.20	45,299.80	48,539.40	51,779.00	55,018.60	58,240.00	61,479.60	64,719.20	35
	Works Clerk	Ann.	48,068.80	51,771.20	55,473.60	59,176.00	62,878.40	66,560.00	70,262.40	73,964.80	40
	Administrative Assistant, Fire										
	Customer Service Representative										
	Accounts Payable Clerk										
	Maintenance Clerk										
	Building Code Technician										
	Records and Property Clerk										
F	Administrative/Scheduling Clerk, Transit	Hrly.	24.65	26.54	28.44	30.34	32.23	34.13	36.02	37.92	
	Clerk Dispatcher, Transit	Ann.	44,863.00	48,302.80	51,760.80	55,218.80	58,658.60	62,116.60	65,556.40	69,014.40	35
	Maintenance Technician, Facilities	Ann.	51,272.00	55,203.20	59.155.20	63,107.20	67,038.40	70,990.40	74,921.60	78,873.60	40
	Procurement Specialist										
	Administrative Assistant Planning										
	Printer										
	Payroll/Accounting Specialist										
	Accounting Specialist										
	Administrative Assistant, Engineering										
	Safety and Training Technologist										
	WPCC Clerk										

Salary Effective January 1, 2022	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JUD Kale							

G	Administrative Assistant, By-law	Hrly.	26.20	28.22	30.23	32.25	34.26	36.28	38.29	40.31	
	Payroll Administrator	Ann.	47,684.00	51,360.40	55,018.60	58,695.00	62,353.20	66,029.60	69,687.80	73,364.20	35
	Storeskeeper	Ann.	54,496.00	58,697.60	62,878.40	67,080.00	71,260.80	75,462.40	79,643.20	83,844.80	40
	Operator WPCC										
	Computerized MMS Technologist										
	Property Tax Payment Specialist										
	Overnight Parking Enforcement Officer										
	Internal Control Coordinator										
Н	Communications Coordinator	Hrly.	27.74	29.88	32.01	34.14	36.28	38.41	40.55	42.68	
	Inspector/Dispatcher/Trainer, Transit	Ann.	50,486.80	54,381.60	58,258.20	62,142.08	66,029.60	69.906.20	73,801.00	77,677.60	35
	Property Tax Administrator	Ann.	57,699.20	62,150.40	66,580.80	71,011.20	75,462.40	79,892.80	84,344.00	88,774.40	40
	Building Official, Level 1										
	Maintenance Mechanic, WPCC										
	GIS Analyst										
	Planning Technician										
	By-law Enforcement Officer, Level 1										
	Safety and Training Officer										
	Inspector/Dispatcher, Transit										
	Water & Wastewater Compliance Inspector										
	Payroll Analyst										
	Environmental Technician										

Salary Effective January 1, 2022	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JOD Rale							

Т	Community Services Coordinator	Hrly.	29.32	31.58	33.83	36.09	38.34	40.60	42.85	45.11	
	Electrician	Ann.	53,362.40	57,475.60	61,570.60	65,683.80	69,851.60	73,892.00	77,987.00	82,100.20	35
	Engineering Technologist	Ann.	60,985.60	65,686.40	70,366.40	75,067.20	79,747.20	84,448.00	89,128.00	93,828.80	40
	Building Official, Level 2										
	By-law Enforcement Officer, Level 2										
	Asset Coordinator										
	IT Software Analyst										
	IT Client Services Analyst										
	Environmental Compliance Coordinator										
	Planner I										
	Fleet Trainer										
	Survey Technologist & Drainage Supt										
	Environmental Services Mechanic										
	Water & Wastewater Compliance Inspector										
	Refrigeration Mechanic										
	Accounting Analyst										
	Maintenance Mechanic, WPCC										
	Senior Procurement Specialist										
J	Supervisor, Works	Hrly.	30.85	33.22	35.60	37.97	40.34	42.71	45.09	47.46	
	Building Inspector/Deputy CBO	Ann.	56,147.00	60,460.40	64,792.00	69,105.40	73,418.80	77,739.48	82,063.80	86,377.20	35
	Economic Development Officer	Ann.	64,168.00	69,097.60	74,048.00	78,977.60	83,907.20	88,845.12	93,787.20	98,716.80	40
	Waste Management Coordinator										
	Lead Operator, WPCC										
	Transportation Technologist										
	Lead Environmental Services Mechanic										
	Lead Mechanic, WPCC										
	Survey Technologist & Drainage Supt										
	IT Infrastructure Analyst										

Salary Effective January 1, 2022	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JOD Rale							

к	Supervisor, Arena Pools & Sportsfields	Hrly.	32.38	34.87	37.36	39.85	42.34	44.83	47.32	49.81	
	Development Engineering Technologist	Ann.	58,931.60	63,463.40	67.995.20	72,527.00	77,058.80	81,590.60	86,122.40	90,654.20	35
	Financial Analyst	Ann.	67,350.40	72,529.60	77,708.80	82,888.00	88,067.20	93,246.40	98,425.60	103,604.80	40
	Municipal Engineering Specialist										
	Supervisor, Horticulture & Arboriculture										
	Supervisor, Parks										
L	Maintenance Supervisor, Transit	Hrly.	33.96	36.57	39.18	41.79	44.40	47.02	49.62	52.24	
	Planner II	Ann.	61,807.20	66,557.40	71,307.60	76,057.80	80,808.00	85,576.40	90,308.40	95,076.80	35
	Tax Analyst	Ann.	70,636.80	76,065.60	81,494.40	86,923.20	92,352.00	97.801.60	103,209.60	108,659.20	40
М		Hrly.	35.48	38.21	40.94	43.67	46.40	49.13	51.86	54.59	
		Ann.	64,573.60	69,542.20	74,510.80	79,479.40	84,448.00	89,416.60	94,386.11	99,353.80	35
		Ann.	73,798.40	79,476.80	85,155.20	90,833.60	96,512.00	102,190.40	107,869.84	113,547.20	40

- The Employer will grandparent employees with their current qualifications into the collapsed/revised job classification (ie: Engineering Technologist/Construction Technologist which will become Engineering Technologist).
- Current incumbents in the Construction/Engineering Technologist classification shall not be required to obtain the requisite training for the Construction/Engineering Technologist classification. Post ratification all new employees in the Construction/Engineering Technologist classification will be required to be in possession of the requisite requirements prior to being awarded the role.

SCHEDULE "A" – January 1, 2023

	Salary Effective January 1, 2023 (1.75%)		Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs /W
			65%	70%	75%	80%	85%	90%	95%	Job Rate	/vv k
			Job Rate	JOD Rale							
_											
Α		Hrly.	17.22	18.54	19.87	21.19	22.52	23.84	25.17	26.49	
		Ann.	31,340.40	33,742.80	36,163.40	38,565.80	40,986.40	43,388.80	45,809.40	48,211.80	35
		Ann.	35,817.60	38,563.20	41,329.60	44,075.20	46,841.60	49,587.20	52,353.60	55,099.20	40
В		Hrly.	18.79	20.24	21.68	23.13	24.57	26.02	27.46	28.91	
		Ann.	34,197.80	36,836.80	39,457.60	42,096.60	44,717.40	47,356.40	49,977.20	52,616.20	35
		Ann.	39,083.20	42,099.20	45,094.40	48,089.60	51,105.60	54,121.60	57,116.80	60,132.80	40
С		Hrly.	20.36	21.93	23.50	25.06	26.63	28.20	29.76	31.33	
		Ann.	37,055.20	39,912.60	42,770.00	45,609.20	48,466.60	51,324.00	54,163.20	57,020.60	35
		Ann.	42,348.80	45,614.40	48,880.00	52,124.80	55,390.40	58,656.00	61,900.80	65,166.40	40
D	Scheduling/Graphics Design Clerk PR	Hrly.	21.93	23.62	25.31	26.99	28.68	30.37	32.05	33.74	
	Pay Clerk Parks & Recreation	Ann.	39,912.60	42,988.40	46,064.20	49,121.80	52,197.60	55,273.40	58,331.00	61,406.80	35
	Lead Custodian	Ann.	45,614.40	49,129.60	52,644.80	56,139.20	59,654.40	63,169.60	66,664.00	70,179.20	40
Е	Engineering Clerk	Hrly.	23.52	25.33	27.14	28.94	30.75	32.56	34.37	36.18	
	Accounts Clerk, Transit	Ann.	42,806.40	46,100.60	49,394.80	52,670.80	55,965.00	59,259.20	62,553.40	65,847.60	35
	Administrative Assistant, Building	Ann.	48,921.60	52,686.40	56,451.20	60,195.20	63,960.00	67,724.80	71,489.60	75,254.40	40
	Administrative Assistant, Finance										
	Secretary/Accounts Clerk, Strangway										
	By-law Coordinator										
	Licensing Clerk										

Salary Effective January 1, 2023	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JOD Rale							

Е	Administrative Assistant, Community Services Parks & Recreation	Hrly.	23.52	25.33	27.14	28.94	30.75	32.56	34.37	36.18	
	Records Coordinator	Ann.	42,806.40	46,100.60	49,394.80	52,670.80	55,965.00	59,259.20	62,553.40	65,847.60	35
	Works Clerk	Ann.	48,921.60	52,686.40	56,451.20	60,195.20	63,960.00	67,724.80	71,489.60	75,254.40	40
	Administrative Assistant, Fire										
	Customer Service Representative										
	Accounts Payable Clerk										
	Maintenance Clerk										
	Building Code Technician										
	Records and Property Clerk										
F	Administrative/Scheduling Clerk, Transit	Hrly.	25.04	27.01	28.94	30.86	32.79	34.72	36.65	38.58	
	Clerk Dispatcher, Transit	Ann.	45,572.80	49,158.20	52,670.80	56,165.20	59,677.80	63,190.40	66,703.00	70,215.60	35
	Maintenance Technician, Facilities	Ann.	52,083.20	56,180.80	60,195.20	64,188.80	68,203.20	72,217.60	76,232.00	80,246.40	40
	Procurement Specialist										
	Administrative Assistant Planning										
	Printer										
	Payroll/Accounting Specialist										
	Accounting Specialist										
	Administrative Assistant, Engineering										
	Safety and Training Technologist										
	WPCC Clerk										

Salary Effective January 1, 2023	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JUD Kale							

G	Administrative Assistant, By-law	Hrly.	26.66	28.71	30.77	32.82	34.87	36.92	38.97	41.02	
	Payroll Administrator	Ann.	48,521.20	52,252.20	56,001.40	59,732.40	63,463.40	67,194.40	70,925.40	74,656.40	35
	Storeskeeper	Ann.	55,452.80	59,716.80	64,001.60	68,265.60	72,529.60	76,793.60	81,057.60	85,321.60	40
	Operator WPCC										
	Computerized MMS Technologist										
	Property Tax Payment Specialist										
	Overnight Parking Enforcement Officer										
	Internal Control Coordinator										
Н	Communications Coordinator	Hrly.	28.23	30.40	32.57	34.74	36.92	39.09	41.26	43.43	
	Inspector/Dispatcher/Trainer, Transit	Ann.	51,378.60	55,328.00	59,277.40	63,226.80	67,194.40	71,143.80	75,093.20	79,042.60	35
	Property Tax Administrator	Ann.	58,718.40	63,232.00	67,745.60	72,259.20	76,793.60	81,307.20	85,820.80	90,334.40	40
	Building Official, Level 1										
	Maintenance Mechanic, WPCC										
	GIS Analyst										
	Planning Technician										
	By-law Enforcement Officer, Level 1										
	Safety and Training Officer										
	Inspector/Dispatcher, Transit										
	Water & Wastewater Compliance Inspector										
	Payroll Analyst										
	Environmental Technician										

Salary Effective January 1, 2023	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JOD Rale							

Ι	Community Services Coordinator	Hrly.	29.83	32.13	34.43	36.72	39.02	41.31	43.61	45.90	
	Electrician	Ann.	54,290.60	58,476.60	62,662.60	66,830.40	71,016.40	75,184.20	79,370.20	83,538.00	35
	Engineering Technologist	Ann.	62,046.40	66,830.40	71,614.40	76,377.60	81,161.60	85,924.80	90,708.80	95,472.00	40
	Building Official, Level 2										
	By-law Enforcement Officer, Level 2										
	Asset Coordinator										
	IT Software Analyst										
	IT Client Services Analyst										
	Environmental Compliance Coordinator										
	Planner I										
	Fleet Trainer										
	Survey Technologist & Drainage Supt										
	Environmental Services Mechanic										
	Water & Wastewater Compliance Inspector										
	Refrigeration Mechanic										
	Accounting Analyst										
	Maintenance Mechanic, WPCC										
	Senior Procurement Specialist										
J	Supervisor, Works	Hrly.	31.39	33.80	36.22	38.63	41.05	43.46	45.88	48.29	
	Building Inspector/Deputy CBO	Ann.	57,129.80	61,516.00	65,920.40	70,306.60	74,711.00	79,097.20	83,501.60	87,887.80	35
	Economic Development Officer	Ann.	65,291.20	70,304.00	75,337.60	80,350.40	85,384.00	90,396.80	95,430.40	100,443.20	40
	Waste Management Coordinator										
	Lead Operator, WPCC										
	Transportation Technologist										
	Lead Environmental Services Mechanic										
	Lead Mechanic, WPCC										
	Survey Technologist & Drainage Supt										
	IT Infrastructure Analyst										

Salary Effective January 1, 2023	Start	6 mth	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	Hrs/
	65%	70%	75%	80%	85%	90%	95%	Job Rate	Wk
	Job Rate	JUD Rale							

к	Supervisor, Arena Pools & Sportsfields	Hrly.	32.94	35.48	38.01	40.54	43.08	45.61	48.15	50.68	
	Development Engineering Technologist	Ann.	59,950.80	64,573.60	69,178.20	73,782.80	78,405.60	83,010.20	87,633.00	92,237.60	35
	Financial Analyst	Ann.	68,515.20	73,798.40	79,060.80	84,323.20	89,606.40	94,868.80	100,152.00	105,414.40	40
	Municipal Engineering Specialist										
	Supervisor, Horticulture & Arboriculture										
	Supervisor, Parks										
L	Maintenance Supervisor, Transit	Hrly.	34.55	37.21	39.86	42.52	45.18	47.84	50.49	53.15	
	Planner II	Ann.	62,881.00	67,722.20	72,545.20	77,386.40	82,227.60	87,068.80	91,891.80	96,733.00	35
	Tax Analyst	Ann.	71,864.00	77,396.80	82,908.80	88,441.60	93,974.40	99,507.20	105,019.20	110,552	40
М		Hrly.	36.10	38.88	41.66	44.43	47.21	49.99	52.76	55.54	
		Ann.	65,702.00	70,761.60	75,821.20	80,862.60	85,922.20	90,981.80	96,023.20	101,082.80	35
		Ann.	75,088.00	80,870.40	86,652.80	92,414.40	98,196.80	103,979.20	109,740.80	115,523.20	40

- The Employer will grandparent employees with their current qualifications into the collapsed/revised job classification (ie: Engineering Technologist/Construction Technologist which will become Engineering Technologist).
- Current incumbents in the Construction/Engineering Technologist classification shall not be required to obtain the requisite training for the Construction/Engineering Technologist classification. Post ratification all new employees in the Construction/Engineering Technologist classification will be required to be in possession of the requisite requirements prior to being awarded the role.

ADMINISTRATION OF SCHEDULE "A"

(continued)

- Each step increase is effective on the employee's anniversary date, contingent on at least a satisfactory performance review. For employees appointed to positions prior to September 1st, 1994, the anniversary date shall be the employee's date of hire. Employees appointed to a new position through the posting process on or after September 1st, 1994, shall have their date of appointment to this new position used as their anniversary date. Performance appraisals shall be completed on an annual basis.
- 2. Upon successful completion of the certification requirements as outlined in the By-law Officer, Level 2 and Building Official, Level 2 job descriptions, employees in the By-law Officer, Level 1 and Building Official, Level 1 position will progress to the next higher rate in the Level 2 grid.
- 3. If an employee does not start at the minimum of the range, there is no step increase after the completion of the six month probation period.
- 4. The parties agree that the following positions are not included in the Bargaining Unit:

Executive Assistant to the General Manager of Corporate Services Legal Clerk Legislative Administrator Executive Assistant to the Mayor Administrative Coordinator Executive Assistant to the General Manager of Community Services Executive Assistant to the General Manager of Engineering & Operations

5. Student rates for each calendar year will be mutually agreed or amended for each calendar year.

APPENDIX "A" VACATION POLICY

- 1. All vacations must be taken in the calendar year, that is January 1 to December 31. Any carryover of vacation from one year to another will be at the discretion of the Department Head and subject to final approval by the General Manager, Corporate Services.
- 2. Vacations are encouraged to be taken in no less than one week periods (Regulation of the Employment Standards Act). Subject to the approval of the Department Head an employee with more than two (2) weeks vacation may be given special consideration to schedule those weeks in less than a 1 week period.
- 3. Vacation may be taken as requested by the employee, subject to approval by the Department Head, providing there is appropriate coverage in the policy area.
- 4. Vacation time will be rotated to provide opportunities for all employees to take desired holidays and in cases where the same vacation time is requested by more than one employee, seniority will be considered, with the final allotment at the discretion of the Department Head.
- 5. All employees except those having completed less than one (1) continuous year of employment must have a minimum of two weeks vacation in one year.
- 6. An employee who is not in receipt of wages from the Employer for one (1) month or more shall have their yearly vacation credit pro-rated based on the number of months while in receipt of wages from the Employer.
- 7. The following procedure will take effect January 1, 1991:

New Vacation System

According to when an employee is/was hired, the employee will be entitled to vacation prior to December 31 of the year hired, by pro-rating the number of months from date of hire to December 31. During the following calendar year and each subsequent calendar year, an employee will receive full vacation allotment according to the employee's years of service.

When an employee terminates, they shall receive a pro-rata of the employee's vacation allotment based on the number of months from January 1 to date of termination.

EXAMPLE

Hired July 1st, 1990

- 5 days vacation may be taken in 1990 prior to December 31st.
- after January 1st, 1991, the employee may take 10 days vacation.
- on termination, vacation is pro-rated from January 1st to date of termination.

VACATION ADJUSTMENTS ON TERMINATION FOR FORMER TOWN OF CLEARWATER AND CITY OF SARNIA EMPLOYEES

For those employees joining the new City of Sarnia-Clearwater and new employees hired after January 1st, 1991, no adjustments will be necessary as they are presently under the new formula.

For those employees joining the new City of Sarnia-Clearwater from the former City of Sarnia, an adjustment on termination will be necessary. These employees will have to receive on termination, a pro-rata of their vacation entitlement from their anniversary date to December 31st of the previous year.

EXAMPLE

Former Clearwater Employee Hired July 1st, 1982 Terminated June 30th, 1992

- a) no vacation taken in 1992.
 - receives pro-rata from January 1st, 1992 to June 30th, 1992 6/12 of vacation allotment.

b)- taken full vacation in 1992.

- owes City 6/12 of vacation entitlement for time not worked but received for July 1st, 1992 to December 31st, 1992.

EXAMPLE

Former Sarnia Employee Hired July 1st, 1982 Terminated June 30th, 1992

- a)- no vacation taken in 1992.
 - receives pro-rata from July 1st, (anniversary date) to December 31st, 1991 6/12, plus pro-rata from January 1st, 1992 to June 30th, 1992 6/12.
 Total Allotment 12/12 (full amount)
- b)- taken full vacation in 1992.
 - receives pro-rata from July 1st, 1991 to December 31st, 1991 6/12, but owes City 6/12 for time not worked but received for July 1st, 1992 to December 31st, 1992.
 Balance 0

NOTE: Same variables are used in all examples.

Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

RE: ACTING PAY – LEAD ENVIRONMENTAL SERVICES MECHANIC

The parties hereby agree that Pumping Station Maintenance Mechanics who are appointed to fill the position of Lead Pumping Station Mechanic shall receive acting pay for hours worked based on the difference of the start hourly rates for each of these positions. These appointments will be made on a rotating basis.

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

FOR THE UNION

Doug Downie

Mike Jackson (Aug 2, 2021 09:45 EDT)

Mike Jackson

ry Hawley (Jul 30, 2021 16:52 EDT)

Gerry Hawley

Sheila Grieve (Jul 31, 2021 20:16 EDT)

Sheila Grieve

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Stephanie Cliff

FOR THE EMPLOYER



David Logan

Bett

David Stockdale

Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

RE: TESTING

Whereas the Union and the Employer wish to mutually address the issue of testing during job competitions in order to reduce or eliminate any future disputes on the issue, and to provide for policies and procedures for such testing all in accordance with the Collective Agreement, they mutually agree as follows:

- 1. The Union recognizes the Employer's right to test employees in the context of a job competition, in accordance with this Letter of Understanding.
- 2. If the Employer wishes to conduct a test, it shall indicate on the job posting that applicants may be required to take a test.
- 3. Applicants who have the necessary qualifications will be given reasonable advance written notice of the date of the test, such notice shall be given at least three (3) working days in advance of the test in all cases with the exception of typing tests.
- 4. The notice of the test shall also describe the general subject matter of the test.
- 5. In any case, all tests and the administration of the testing process, including marking will be:
- a. Consistent and unbiased;
- b. Designed to, and actually assist the Employer in determining whether the employee has the qualifications, skill and ability for the posted position.
- 6. The Employer will set a threshold for performance on a test (e.g. typing test), or a passing mark for the test, which passing mark shall be set at seventy percent (70%). However, the Employer shall not rely exclusively on a test result in determining whether an employee has the qualifications, skill and ability for the posted position.
- 7. Employees who successfully pass a test, but are not appointed to the posted job, will not need to be retested for the same test, for a period of six (6) months.
- 8. This agreement does not alter, or amend, or in any way affect the parties' rights under the Collective Agreement, in particular Article 8.
- 9. It is understood that this Letter of Understanding applies only to CUPE Local 3690.

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

Doug Downie

Mike Jackson (Aug 2, 2021 09:45 EDT)

Mike Jackson

Gerry Hawley (Jul 30, 2021 16:52 EDT)

Gerry Hawley

Sheila Grieve (Jul 31, 2021 20:16 EDT)

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Stephanie Cliff

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Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

RE: QUALIFICATIONS, SKILLS AND ABILITY DEFINITIONS

The parties agree that where the terms "qualifications", "skill" and "ability" appear in the Collective Agreement, the following definitions shall apply:

Qualifications – refers to the possession of necessary education, training and certification. Qualifications and assessments shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

Skill - refers to the competence in particular tasks

Ability – relates to overall qualities of an employee with respect to the work to be done.

Where these definitions are used throughout the Collective Agreement, it is mutually agreed that given relative equality, seniority will be the governing factor.

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

Doug Downie

Mike Jackson

y Hawley (Jul 30, 2021 16:52 EDT)

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Sheila Grieve (Jul 31, 2021 20:16 EDT)

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David Stockdale

Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

RE: SICK LEAVE

It is agreed between the parties that article 14.02 (4) 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

Doug Downie

-Mike Jackson (Aug 2, 2021 09:45 EDT)

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رجلیاہی Sheila Grieve (Jul 31, 2021 20:16 EDT)

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Stephanie Cliff

FOR THE EMPLOYER

David Logan (Aug 52021 08:06 EDT)

David Logan

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David Stockdale

Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

RE: POST RETIREMENT BENEFITS- EXISTING RETIREES

Applicable to:

Carmody	Miriam	CUPE 3690	McGregor	Rob	CUPE 3690
Clarke	Pete	CUPE 3690	Meyers	Dave	CUPE 3690
Docktare	Joe (Jouko)	CUPE 3690	Murray	Alan	CUPE 3690
Gaudenzi	Jenny	CUPE 3690	Oram	Sharon	CUPE 3690
Grant	Gwen	CUPE 3690	Street	Wendy	CUPE 3690
LaBrasceur	Sharran	CUPE 3690	Tius	Cathy	CUPE 3690
Lockhart	Nancy	CUPE 3690	Waldie	Keith	CUPE 3690
MacKenzie	Chris	CUPE 3690	Robbins	Lorie	CUPE 3690
MacLellan	Linda	CUPE 3690			
Ponce	Chandra	CUPE 3690			

Current retirees of CUPE local 3690 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

Doug Downie

Mike Jackson (Aug 2, 2021 09:45 EDT)

Mike Jackson

Jul 30, 2021 16:52 EDT)

Gerry Hawley

Sheila Grieve (Jul 31, 2021 20:16 EDT)

Sheila Grieve

Approved

Stephanie Cliff

FOR THE EMPLOYER



David Logan

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David Stockdale

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Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

RE: BOOT/CLOTHING ALLOWANCE

Whereas the Union and the Employer wish to mutually address the issue of entitlement to clothing/boot allowance specified in Article 21.04 and 21.05 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

Doug Downie

Mike Jackson (Aug 2, 2021 09:45 EDT)

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Stephanie Cliff

FOR THE EMPLOYER



David Logan

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Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

RE: HOLIDAY SEASON SHUTDOWN

Without prejudice or precedent, it is mutually agreed and understood between the parties that the provisions below will apply regarding the closure of offices between Christmas and New Year's:

Staff can use the following time off provisions to cover these specific days:

- a) Vacation
- b) Banked overtime
- c) Banking of Earned Days Off (or a portion of)
- d) Bring forward next year's vacation
- e) Banking work at straight time of which 5 hours would be compensated at 1.5x for those staff who work less than 20 hours of overtime in the preceding year. Scheduling of this time is subject to the approval of the Supervisor and will not be unreasonably denied.

The respective General Manager of the Division may determine to close all or portions of their operations and will notify affected staff and the Union no later than February 1st of each year.

This agreement will automatically renew each year but can be cancelled by either party by December 1st of the preceding year.

FOR THE UNION

Doug Downie

Mike Jackson (Aug 2, 2021 09:45 EDT)

Mike Jackson

(Jul 30, 2021 16:52 EDT)

Gerry Hawley

Sheila Grieve (Jul 31, 2021 20:16 EDT)

Sheila Grieve

Stephanie Cliff

FOR THE EMPLOYER

David Logan



David Stockdale

Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

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

Doug Downie

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Mike Jackson

ul 30, 2021 16:52 EDT)

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FOR THE EMPLOYER

David Logan (Aug 50021 08:06 EDT)

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Between

The Corporation of the City of Sarnia

And

The Canadian Union of Public Employees and its Local 3690

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

The parties agree that Article 11.12 provided that employees are entitled to Earned Days Off subject to the conditions therein.

The parties agree that notwithstanding Article 11.12, 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 increments.

Staff Employee 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 1 each year. 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 based on the period they have worked since the date on which the last EDO was taken.

Employee submissions for requested time off shall be subject to the vacation election deadline.

FOR THE UNION

Doug Downie

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