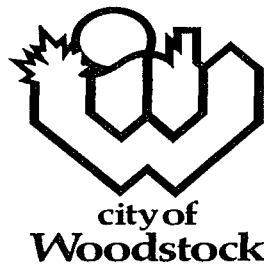

**2021- 2023
COLLECTIVE AGREEMENT**

between

**The Corporation of the City of
Woodstock**

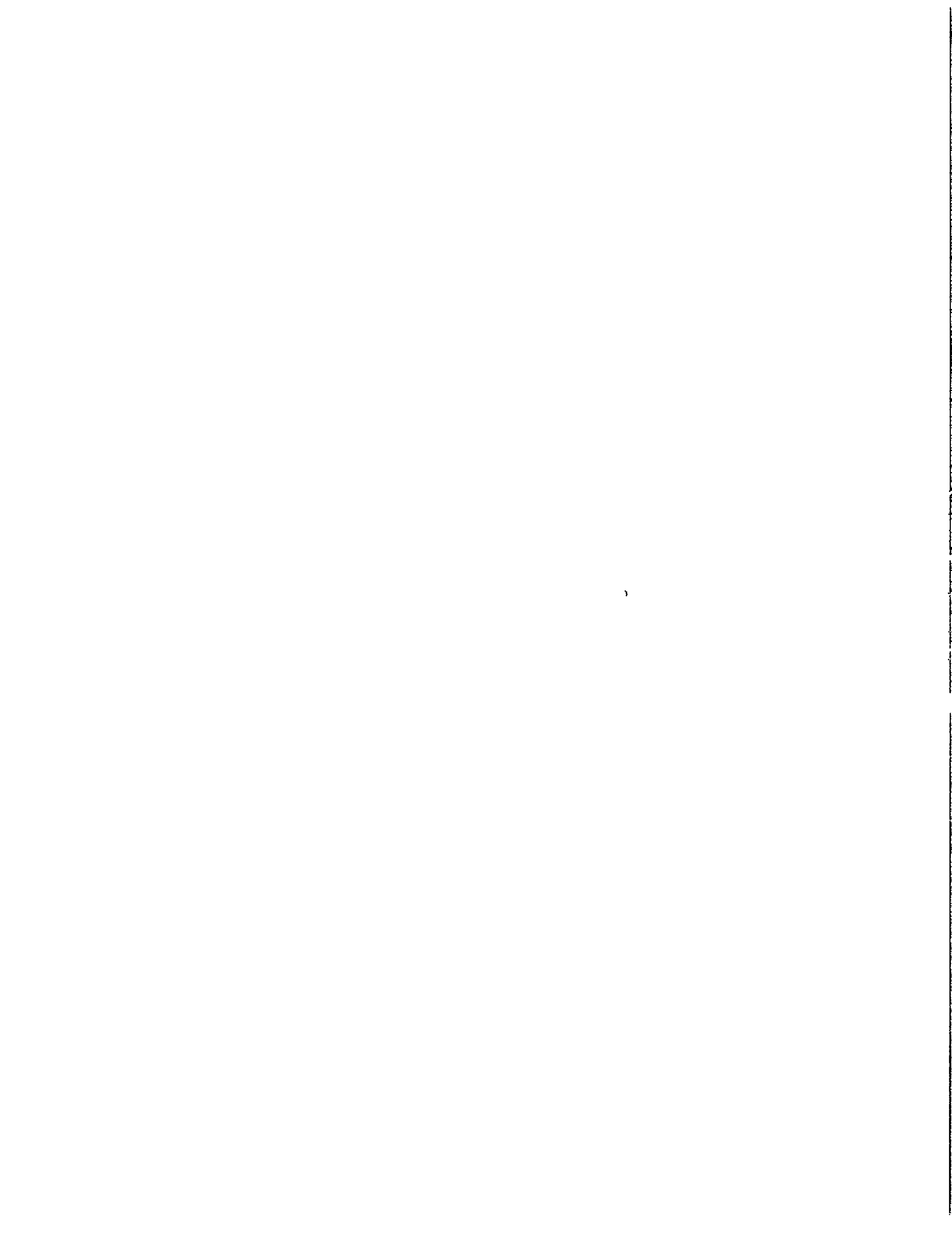


and

**The Canadian Union of Public
Employees**



Local 1146 – OUTSIDE Unit
Expires December 31, 2023



2021 - 2023

Agreement Entered into Between

The Corporation of the City of Woodstock

And

The Canadian Union of Public Employees, Local 1146 - Outside Unit

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BETWEEN:

The Municipal Corporation of the City of Woodstock
(hereinafter referred to as the "Corporation")

of the first part

- and -

The Canadian Union of Public Employees, Local 1146 - Outside Unit
(hereinafter referred to as the "Union")

of the second part

Article 1 – Purpose

1.01 The Purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees and to provide an early and amicable method of settling any differences or grievances which might possibly arise.

Article 2 – Recognition

2.1 The Corporation agrees to recognize the Union as the exclusive bargaining agent for all employees covered by the certification and the wage rate classification in respect to hours of work, wages and working conditions and any matter covered by this Agreement.

- a) This Agreement shall apply to all employees of the Municipal Corporation of the City of Woodstock in its Public Works Department, and Parks Division, save and except supervisors, persons above the rank of supervisor, office staff and those covered by the Collective Agreement between the Corporation and C.U.P.E. Local 1146 Outside Unit.
- b) Supervisory staff of the Corporation shall not perform the duties which are normally carried out by employees covered by this Agreement, except for an unforeseen combination of circumstances that calls for immediate action and for the purpose of instructing and training employees.

Article 3 – Relationship

3.1 The Corporation and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced by reason of age, disability, race, creed, colour, national origin, political or religious affiliation, sex or sexual orientation or by reason of membership or non-membership in any labour organization.

The City of Woodstock's Harassment Policy defines harassment and recommends a course of action for people to follow to seek a resolution to their concerns. The use of abusive language

or actions, whether or not they originate from or are directed toward any fellow employee will not be tolerated.

It is understood and agreed that it is preferred that the procedure outlined in the Harassment Policy be followed first, but also that harassment complaints are eligible to be processed as grievances and/or Human Rights' complaints under this agreement.

No Other Agreements

- a) No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Agreement.

Article 4 – Management Rights

- 4.1 The Union agrees that the Corporation has the exclusive right to manage the affairs, to direct the forces and to hire, promote, transfer, layoff, suspend or discipline employees. The Corporation agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee or the Union to lodge a grievance as set forth herein.
- 4.2 The Union further recognizes that the Corporation has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but when new rules and regulations are made or altered, the Corporation will cause same to be duly posted on the bulletin board over the signature of the City Engineer, or the Director of Community Services in the Parks Division or their respective nominees. A copy of all rules and regulations and any amendments shall be sent to the Secretary of the Union, the Unit Chairperson and the National Representative.

Article 5 – Deduction of Union Dues

- 5.1 It is agreed by the parties that all employees eligible to be in the Union who have completed a thirty (30) working day period, will be required to pay an amount equal to the current monthly union dues whether members or not, so long as the Union is the recognized bargaining agent. The Corporation will deduct union dues for the new employee after he has worked thirty (30) days.
- 5.2 It is further agreed that the Corporation will deduct from the salary of each employee a sum equal to the current monthly dues and remit money so deducted to the Secretary-Treasurer of the Union, accompanied with a list of names showing from whom deductions were made; the Union being responsible for keeping the Corporation informed as to the name and address of the proper officer. Such list will include the total number of regular hours and total regular earnings of such unit.

Article 6 – Representation

- 6.1 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees, a Unit Chairperson and Stewards in accordance with the sections of this Article. The Union shall advise the Corporation of the personnel serving on these Committees and of the Unit Chairperson and Stewards. It being agreed to limit the Stewards to three (3) in number and that only one (1) Steward will be allowed time off work at any one time except in the cases of mediation, arbitration and negotiations. The Union acknowledges that Stewards, members of the Committees and Union Officers have regular duties to perform on behalf of the Corporation. Such persons shall not leave their regular duties without receiving permission from their supervisor and such permission shall not be unreasonably withheld.
- a) When resuming their regular duties, they shall report to their supervisor and shall give any reasonable explanation which may be requested with respect to their absence.
 - b) Where the Employer has called a meeting and has determined that the Employee will be disciplined at the meeting, the Employee requested to attend that meeting with the Employer shall be accompanied and represented by a Steward or Union Officer, if so desired. It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with grievances of employees or with other union business, and that in accordance with this understanding, the Corporation shall not make any deduction from such employees for the time spent in handling grievances and attending meetings of grievances and other Committees and that this does not apply to the time spent on such matters outside regular working hours.

Article 7 – Grievance Procedure

- 7.1 The parties to this Agreement are agreed that it is the utmost importance to adjust complaints and grievances as quickly as possible.
- a) When an employee has a complaint or grievance, he will discuss the matter with his immediate supervisor after the circumstances giving rise to the complaint occurred or the employee became aware of a complaint but prior to filing a written grievance at Step 1. A Union Steward may be present at such meeting, if the employee so desires.
- 7.2 Complaints and grievances shall be dealt with in the following manner and all grievances shall be filed within five (5) working days of the alleged grievance. If the grieving employee and/or the relevant member of management is legally absent from duty he shall be allowed the five (5) working days from the date of his return to work to submit said grievance.
- a) All verbal warnings shall be confirmed in writing and a copy of all such warnings, including written warnings, suspensions and discharges shall be sent to the Secretary of the Union with a copy to the Unit Chairperson and the assigned National Representative.
- 7.3 Grievances shall be adjusted as follows:
- Policy grievances, interpretation of language, suspension and termination grievances shall bypass Step 1 of this procedure.

Step 1: The aggrieved employee shall present his grievance in writing to their immediate supervisor if a satisfactory response is not received in 7.01(a). The employee will be accompanied by a Steward and/or a Representative of the Union if required. A meeting of the parties shall take place within three (3) working days of receipt of the grievance. If a settlement satisfactory to the Union is not reached within three (3) working days after the time the matter is presented, his grievance may be presented to the next step of the grievance procedure.

Step 2: The aggrieved employee, accompanied by a Steward and/or Representative of the Union may present his grievance in writing to the City Engineer, if an employee of Public Works, and to the Director of Community Services, if an employee of the Parks Division, or in their absence, their designate. A meeting of the parties shall take place within three (3) working days of receipt of the grievance. The decision of the City Engineer or in the case of Parks employees, the Director of Community Services or their designates shall be given within three (3) working days after the time the matter is presented to either or both of them. If the decision of the City Engineer or the Director of Community Services or their respective designates is not satisfactory to the Union, the grievance may be presented as follows at any time within three (3) working days thereafter.

Step 3: The aggrieved employee, accompanied by a Steward, and/or a Representative of the Union, may present his grievance in writing to the Chief Administrative Officer or his delegate. A meeting of the parties shall take place within three (3) working days of receipt of the grievance. The decision of the Chief Administrative Officer shall be given within three (3) working days after the time the matter is presented to him.

- 7.4 If the decision of the Chief Administrative Officer is not satisfactory to the union, the union may, within fourteen (14) days of being notified of the decision, then refer the matter to Article 8 of this Agreement.
- 7.5 All grievances and replies to grievances shall be in writing.
- 7.6 Policy Grievance: Should any disagreement arise between the Corporation and the Union involving the terms of this Agreement by any group of employees of the Union, the same shall be considered as a Policy Grievance and the Grievance Procedure shall commence at Step Number 2, and the procedure previously outlined for an individual or employee's grievance shall not apply. However, it is expressly understood that the provisions of this Article shall not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby bypassed.
- 7.7 Group Grievance: Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the City Engineer and/or Director of Parks and Recreation within five (5) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provision of this Article shall then apply with respect to the processing of such grievance.

Article 8 – Arbitration

- 8.1 It is agreed by the parties hereto that any difference of opinion related to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the Grievance Procedure will be settled by arbitration as defined in the Ontario Labour Relations Act.
- 8.2 In selecting an Arbitrator, other than using the expedited procedure allowed for under the Ontario Labour Relations Act, the referring party will put forward suggested names for the other party's consideration in accordance with Article 7.04. Upon receipt of the written referral, the responding party shall have a maximum of ten (10) working days from the date of referral, to respond in writing. Failure to respond within ten (10) working days will result in the referring party having the authority to make the final selection of an Arbitrator and issue the necessary invitation.
- 8.3 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 8.4 The decision of the Arbitrator, or Board of Arbitration, shall be binding on both parties. The Arbitrator shall not have the power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement, as to the meaning of the decision.
- 8.5 Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator.
- 8.6 The time limits fixed in Article 7 and 8 may be extended by consent of the parties to this agreement.
- 8.7 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the preceding, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance(s) and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- i) A request to utilize the services of a mediator must be submitted by either party within ten (10) working days of the response at Step No. 3.
 - ii) Mediation will be attended by a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation. Legal counsel will not be present at mediation.
 - iii) Any concessions, discussions or offers to settle the grievance, which occur during mediation are without prejudice to each party's position at arbitration.
 - iv) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.
 - v) Grievances not resolved at mediation may be forwarded to arbitration in accordance with 8.1 above.

Article 9 – Discipline, Suspension and Discharge

9.1 In the event that an employee who has attained seniority is discharged or suspended and the employee considers that an injustice has been done, the matter may be taken up at Step Number 3 of the Grievance Procedure.

9.2 All employees shall have all record of discipline removed from their human resource file(s) after 24 months.

All employees shall have the right to obtain access to his/her personnel file before or after his/her shift, or during breaks and lunch periods, with the immediate supervisor's permission, upon reasonable notice and within normal Human Resource working hours. No employee file shall be removed from Human Resources and such file will be reviewed by an employee only in the presence of Human Resource staff. Copies of file material requested by the employee will be supplied to the employee at City cost, as soon as reasonably possible.

9.3 Whether the Employer meets with an employee who is to be suspended or discharged or not, the Employer shall advise the Unit Chairperson and employee of the disciplinary action and the reason therefore.

Article 10 - Probationary Period

10.1 When a new employee other than a student is hired he shall be on probation until he has worked **ninety (90)** days and on completion of this period he shall be placed on the seniority list and credited with seniority from the date he was last hired. Where a probationary employee is promoted or transferred to another position within thirty (30) days of employment, the employee will be placed on probation until the employee has successfully completed **ninety (90)** working days in such position. During the probationary period an employee may not grieve for reason of discharge or layoff. The discharge of such probationary employee shall be at the sole discretion of the Corporation.

a) **A temporary employee hired for employment will acquire seniority if he becomes employed as a permanent full-time employee without a break in service.**

Article 11 - Job Posting

11.1 When vacancies occur or new permanent jobs are created, these positions will be posted on the bulletin board accessible to all employees for a period of five (5) working days, during which time the present employees will have an opportunity to apply before persons outside of the bargaining unit are considered. The name of the successful applicant shall be posted on all bulletin boards within five (5) days of the job being filled. A copy of each job posting and the posting announcing the successful applicant will be provided to the Unit Chairperson and the National Representative.

11.2 Whenever the Corporation designates a new Occupational Classification covered by this Agreement the parties will comply with Article 5 of the Job Evaluation Manual. Upon completion of the Job Evaluation Process the job will become part of Schedule A, under the appropriate wage group.

11.3 Temporary Transfers

- a) Definition of a temporary transfer is when an employee is transferred to a position for which he has not applied through the job posting procedure or for which he applied and was successfully awarded as a posted temporary vacancy.
- b) When an employee is temporarily transferred and performs the principal duties of a higher paying classification, he shall receive the rate of pay for that classification.
- c) When an employee is temporarily transferred to a lower paying classification his rate of pay shall not be reduced, except where such transfer is for the convenience of the employee, or to avoid layoff of the employee.
- d) Should it be necessary for an Employee to be temporarily transferred in accordance with this provision, the opportunity for temporary transfer will first be offered to qualified employees in order of seniority. Should no qualified senior employee accept the offer of temporary transfer, the Employer may then select the junior qualified employee.
- e) Employees temporarily transferred from CUPE Local 1146 Outside Unit jurisdiction to CUPE Local 1146 – Inside and Part-time Unit jurisdiction or vice versa shall continue to remit union dues and accumulate seniority with their respective permanent bargaining unit. However, the employee(s) will be subject to the terms and conditions of the Collective Agreement which governs the bargaining unit temporarily transferred into.

Effective June 21, 2007, a person posting for a vacant full-time permanent position in this bargaining unit from another bargaining unit will not be considered prior to employees covered by this collective agreement and the Employer agrees that they may not rely on any experience or qualification gained by non-bargaining unit employees while in temporary positions in this bargaining unit while considering bargaining unit applicants.

11.4 The Union will be notified in writing of all appointments, hires, transfers, layoffs, recalls and terminations of employment.

11.5 Temporary Employees: **It is understood and agreed that the Corporation may hire temporary employees to perform work for the duration of a project or undertaking, or to perform work of a temporary or seasonal nature where the workload, in the judgment of the Corporation, cannot adequately be carried by the existing work force.**

- a) Such temporary employees shall not be employed by the Corporation in the Works Department for a period in excess of six (6) calendar months in any twelve (12) month period. Such temporary employees in the Parks Department shall not be employed in excess of eight (8) calendar months in any twelve (12) month period. An extension of the six (6) or eight (8) month terms may be requested by the Corporation in writing and may be extended by written agreement of the Unit Chairperson or designate within ten (10) working days and such request shall not be unreasonably withheld.
- b) "Student" shall mean a person who is registered **full-time** in a recognized educational institution such as a high school, college or university program.

No students shall be hired if any member of the bargaining unit, who has achieved seniority, has been laid off nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority.

In the case of students hired for the summer months such period of employment may not exceed six (6) months except where such time limit has been extended by mutual agreement by both parties.

The Employer agrees to discuss co-operative student employment programs with the Union prior to any implementation and only with the agreement of both parties.

- c) In the case of replacements for full-time employees who are off work due to illness or injury, temporary employees may be retained for the duration of said illness or injury.

11.6 It is further understood and agreed that such students and temporary employees shall not be covered by this agreement except with respect to wages, hours of work, overtime and grievances pertaining to wages, hours of work and overtime. Union dues shall be paid in accordance with Article 5.

Article 12 - Promotion

12.1 In all cases of promotion and in all cases of permanent transfers and in all cases of decrease or increase of working forces, the following factors shall be considered:

- (i) Length of continuous service
- (ii) Skill, **ability, and qualifications**

When the **criteria** in factor (ii) are relatively equal in the judgment of the Corporation, which shall not be exercised in an arbitrary or unfairly discriminatory manner, factor (i) shall govern. Promotion shall mean advancement to a job that carries a higher rate of pay.

12.2 In cases of promotion requiring higher qualifications or certification, the Corporation shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy, should there not be a suitable applicant, in accordance with Article 12.1.

12.3 If there is a successful applicant for a position, he will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if he proves satisfactory he will then be confirmed in his new classification. During such trial period he will be paid the rate of pay for the job he is doing. If during the trial period the Employee chooses to return to his former position, or proves unsatisfactory during that time or if he is unable to perform his duties he will be returned to his former position at his former salary or rate of pay, as will any other employee in the bargaining unit who is promoted or transferred by reason of such placing.

12.4 The selection for appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by the Agreement. However, if an employee is or has been transferred or appointed, and later transferred back to a position which is governed by this Agreement, then the seniority which he has accumulated in such position shall be credited

to the employee subject to the following conditions or exceptions which apply only on the subject of applying for new job postings or vacancies:

- a) That a trial period of one (1) year be provided for all promoted employees during which time the employee may return to the Bargaining Unit with full seniority rights including the right to bid for newly posted positions available within the Bargaining Unit.
- b) After the trial period of one (1) year outside the bargaining unit any such employee upon returning to the unit will be credited with full seniority rights which were earned prior to his promotion including the right to bid for newly posted positions available within the bargaining unit.
- c) Except as provided under Article 12.03, a promoted employee returning to the bargaining unit will not be permitted to take a classification away from an existing employee in the bargaining unit. He shall return to the position of labourer and shall wait for the opportunity of a new job posting or vacancy.

12.5 In the interest of employee development and upon the request of an applicant who was interviewed but not successful in a posting, a representative of the employer who was involved in the interview process will agree to meet with the person to set out the reasons why he/she was not selected for the position.

Article 13 - Layoff, Seniority and Termination of Employment

13.1 The Corporation shall notify employees who are to be laid off **three (3)** calendar weeks before a scheduled layoff is to be effective. If an employee so laid off has not had the opportunity to work ten (10) full days after the notice of layoff he shall be paid in lieu of work for that part of **three (3)** calendar weeks during which work was not made available.

- a) In the event of a layoff employees shall be laid off in reverse order of their seniority. In the application of seniority for purposes of layoffs, it is agreed that employees may be retained out of seniority, providing other senior employees do not possess the normal skills or ability to properly perform the work available. Former employees shall be re-employed in order of their seniority providing they possess the normal skills and ability to properly perform the work available. No new employees will be hired until those laid off have been given an opportunity of re-employment.

An employee about to be laid off may displace an employee within their bargaining unit with less seniority, provided that that employee exercising the right to displace a junior employee is deemed qualified to perform the work of that junior employee within a familiarization period defined as no more than fifteen (15) working days.

13.2 Continuation of Benefits: The Corporation agrees to pay their share of the cost of welfare benefits, set out in Article 19 hereof, with the exception of the Short and Long Term Disability Plan, for employees laid off for a period of time up to three (3) months providing the employee does not obtain other employment. In the event of a longer layoff or in the event that the employee accepts other employment the Corporation will no longer pay their share of these welfare benefits, but the employee may pay the full cost of welfare benefits set out in Article 19 hereof for a further period of twelve (12) months through the Corporation provided that the full

cost of such premiums is paid on or before the first day of the month in which such premiums become due and payable, provided further that the employee retains employee status and is not employed elsewhere. The provisions of this Article shall be subject to the approval of the companies or firms presently providing welfare benefits under Article 19 of this Agreement.

- a) Short Term Disability coverage will be provided as set out in Schedule "B" attached hereto.
- b) An employee may maintain their Long Term Disability coverage during such lay-off for a period of twelve (12) months provided the employee pays full cost of such premium to the Corporation on or before the first day of the month in which such premium becomes due, provided further that the employee retains employee status and is not employed elsewhere, subject to the approval of the company providing such plan.

13.3 If an employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Corporation, he shall not lose seniority rights. An employee shall only lose his seniority in the event:

- a) He is discharged for just cause and is not reinstated;
- b) He resigns;
- c) The employee fails to return to work after a layoff within seven (7) calendar days of being notified by Registered Mail to do so, unless through sickness or other just cause;
- d) He is laid off for a period of longer than a continuous period of eighteen (18) months;
- e) The employee cannot return to work and perform his job due to the personal sickness or injury whether or not such sickness or injury is involved with Workplace Safety and Insurance Board. Seniority will terminate as set out in Schedule "B" attached hereto.

13.4 It shall be the responsibility of the employee to keep the Corporation informed of his current address.

Article 14 - Hours of Work

14.1 The normal workweek shall be 7:30 A.M. to 3:30 P.M., Monday to Friday inclusive, except as otherwise agreed to by the Corporation and the Union. A paid twenty (20) minute lunch period will be provided.

- a) All employees shall be allowed a fifteen (15) minute break on any shift of more than four (4) hours in length. On any shift of four (4) hours or less a break period of ten (10) minutes will be provided.
- b) For employees providing recycling services, the employer shall have the right to select a continuous eight (8) hour period beginning no earlier than 6:00 a.m., nor any later than 7:30 a.m. (i.e., 6:00 a.m. to 2:00 p.m.). This provision is limited to one (1) Driver position. The Driver shall receive the shift differential as outlined in Article 14.4. See Letter of Agreement on Page 34.

- c) The Corporation agrees that the hours of work identified by Article 14.1 (b) above shall first be offered to all qualified employees and assigned by seniority to the employee who will work the shift. Should no employee volunteer to work the shift, the employer shall, given five (5) working days notice, assign the shift to the qualified employee with the least seniority.
 - d) Reference to hours of work – 7:30 A.M. to 3:30 P.M. Monday to Friday in Article 14.1 will not apply to job postings for operation of the Public Works Bulk Item and Household Hazardous Waste depot (depot). These employees will remain entitled to the applicable shift premium. The assignment of hours of work as referenced above outside of Article 14.1 will be limited to two (2) Skilled Labourers and one (1) Assistant Supervisor. Temporary vacancies in depot operation will be filled by assignment as per Article 11.3 d) with qualified employees based on seniority.
- 14.2 The lunch period and afternoon break period provided in Article 14.1, will be combined to provide a thirty (30) minute paid lunch **period for employees working a regular scheduled shift.**
- 14.3 Notice of shift changes shall be given to an employee whose normal work-week is being changed at least five (5) working days before the start of their next scheduled shift. An employee not provided with at least five (5) working days notice of a shift change shall not be compelled to accept the shift change.
- 14.4 Shift Differential: Hours worked outside of the regular day shift from Monday to Friday and hours worked on Saturday or Sunday as part of regular schedule will be considered premium hours and will be paid at the rate of **one dollar and thirty cents (\$1.30)** in addition to their regular rates.
- a) An employee scheduled to work a shift which requires him to work four (4) hours or more outside of the normal working hours, including Saturday and Sunday, shall receive shift premium for the entire shift.
 - b) Employees working a shift other than a day shift in excess of four (4) months in any calendar year, shall have the shift premium included in their regular rate of pay for purposes of calculating overtime pay, paid holiday pay and vacation pay.
 - c) Parks employees regularly scheduled to work outside of the regular day shift on Saturday or Sunday will be paid at the rate plus **one dollar and thirty cents (\$1.30)** in addition to regular rates.
- 14.5 Overtime: All time worked beyond the normal workweek, or on a holiday, shall be considered as overtime. The normal hours of work for an employee shall be forty (40) hours per week consisting of five (5) consecutive eight (8) hour days.
- a) All hours over eight (8) hours in any shift and hours worked on Saturday, except for employees working a shift of five (5) consecutive days, where Saturday is one of the days, shall be considered overtime hours and paid at the rate of time and one-half.
 - b) Hours worked on Sunday except for employees working a shift of five (5) consecutive days, where Sunday is one of the days, shall be considered overtime hours and paid at the rate of double time.

- c) Employees required to work two (2) hours or more of overtime in any day or shift will receive an \$8.50 reimbursement for meal or mealtime of one (1) hour. Such time shall be granted on a staggered basis. The meal allowance does not apply to an employee scheduled to work overtime on a non-regular working day, unless he works more than eight (8) hours. An employee entitled to a meal allowance in accordance with this provision will receive the allowance on their next regular pay and the pay stub will list the allowance as such.
- d) Time off at overtime rates may be taken in lieu of pay for overtime worked when mutually agreed to by the employee and Department Head. An employee may accumulate up to a maximum of eighty (80) hours from January 1st to December 1st in any year, however, only a maximum of sixty-four (64) hours can be taken as time in lieu. **An employee may request in writing, the payment of accumulated lieu time prior to December 1st and providing the Employer with two (2) weeks' notice to process the request. All remaining overtime accumulated as of December 1st in each year, shall be paid out at the regular rate of pay on the last pay prior to Christmas.**

14.6 No Layoffs to Compensate for Overtime: Employees shall not be required to layoff during regular hours to equalize any overtime worked.

14.7 Call Back Pay: An employee who is called in to work outside his standard daily hours other than for scheduled overtime work shall be paid:

- a) A minimum of two and one-half (2-1/2) hours at his overtime rate; or
- b) At his applicable overtime rate for the time worked on the call back, whichever is greater.
- c) All calls received during the first two and one-half (2-1/2) hour period shall be considered as being one callback and paid as such. This cycle continues at the end of each two and one-half (2-1/2) hour period in which calls are received. In the event of a call-out, the second call-out period will not commence until the employee has left the job site and has returned or is on his way home.

14.8 Sharing of Overtime: Overtime and call back time shall be divided as equally as possible among the employees who are willing and qualified to perform the work that is available.

- a) **Qualified Mechanics, Water and Parks employees may have their names included on the winter weekend/holiday secondary call in list.**

14.9 a) **One (1) mechanic will be placed on standby for weekends and holidays for the winter season December 1st to April 1st. Each Mechanic will rotate through this opportunity as equal as possible.**

- b) Employees required to stand-by shall receive:

Effective **April 1, 2021** it becomes **forty dollars \$40.00** for each standby day. A paid holiday as defined in Article 17 and/or weekend standby shall be paid at the rate of \$65.00. Effective **April 1, 2021**, it becomes **\$75.00** for each such day of standby.

- c) Standby pay will not be affected in any way by call-outs. All other times shall be considered overtime and paid at the Assistant Supervisor's overtime rate.
- d) Overtime hours earned while on call back exclusive of the daily or weekend premium can be used as lieu time on the basis of the number of credited hours worked. Time credited in lieu is included in the maximum allowable under clause 14.5 (d).
- e) Annually, in March, all employees shall be given the option of declining standby for the upcoming twelve-month period subject to the following limitations:
 - i) Water Distribution employees are not eligible to opt out.
 - ii) Other Public Works employees, excluding mechanics, stock-keeper and custodian, will be eligible to opt out based on seniority to a maximum limit of fifteen (15) persons.
 - iii) In the Parks Department, **two (2)** employee(s) will be allowed to opt out, by seniority.

All remaining qualified employees will be required to take standby based on assignment by descending order of seniority. However, employees may trade or exchange their standby with another qualified employee within two (2) weeks of the posting of the Standby list or, within five (5) days of the scheduled on-call in the event of an unforeseen circumstance.

14.10 The Corporation shall make every reasonable effort to assign scheduled work as available at the start of a regular shift by seniority within their job title.

14.11 Overtime Rest Rules: If an employee is needed to work overtime, prior to the start of his or her normal shift, the employer shall provide for a six (6) hour rest period, after the employee has worked a maximum of twelve (12) hours.

- a) If overtime concludes prior to the start of his/her regular shift, a six (6) hour rest period will be provided before commencing his regular duties.
- b) If any portion of such rest period falls within the employee's regular hours of work, such time falling within the regular hours will be considered as paid time worked and paid at regular wages.
- c) When staffing levels for subsequent regular or emergency work dictate, the employer may opt to provide the six (6) hours rest period prior to the expiration of the twelve (12) hour period.
- d) In the interest of work safety and staffing levels, sixteen (16) consecutive hours of work will be considered to be the maximum under all but extreme situations.

14.12 Overtime Rest Rules – Water On Call

- a) If the water division on call employee(s) is needed to work overtime, prior to the start of his or her normal shift, the employer shall provide a rest period as per the following table.

- b) When a call out occurs prior to 01:00, the on call employee(s) shall be entitled to a rest period of eight hours before commencing his or her on call duties,
- c) When a call out occurs between the hours of 01:00 and 03:00 the on call employee(s) shall be entitled to a rest period of six hours before commencing his or her on call duties,
- d) When a call out occurs between the hours of 03:00 and 04:00 the on call employee(s) shall be entitled to a rest period of five hours before commencing his or her on call duties.
- e) To qualify for the above rest period the call out must be for a duration of four hours or greater.

Article 15 - Wages

15.1 Rates of pay and Job Classifications shall be as shown on Schedule "A" attached to and forming part of this Agreement.

- a) When an employee is detailed to relieve in a position of higher rating for one (1) hour or more of his shift he shall receive the rate for the position for which he is relieving for the remainder of the shift.
- b) Water Distribution Employees, with the exception of the Assistant Supervisor, will receive a premium when doing inspection duties and backflow prevention inspection as follows:

Effective April 1, 2021 = \$1.30 per hour

15.2 Employees may, upon giving at least five (5) days notice, receive on the last official pay day preceding commencement of his annual vacation any cheques or moneys which may fall due in the period of his vacation.

15.3 Employees will have direct deposit biweekly, every other Friday into an account of their choice.

Article 16 - Paid Holidays

16.1 The following holidays are recognized as days off with pay for all employees:

New Year's Day	Canada Day	Christmas Eve Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Remembrance Day	4 hours New Year's Eve Day
Victoria Day	Thanksgiving Day	Floating Holiday

16.2

- a) The floating holiday shall be taken at a time mutually agreed to between the Department Head and the employee. It shall be taken between January 1st and December 31st of each and every year or will be considered lost. New employees will not be entitled to the

holiday until after successful completion of the probationary period. Students are not entitled to receive the floating holiday.

b) Employees terminating their employment shall not be entitled to pay for the Floating Holiday if it is not taken prior to the effective date of their termination.

16.3 An employee required to work on a paid holiday as set out in Article 16 shall be entitled to either:

- Regular pay, plus double time for all hours worked, OR
- Double time for all hours worked, plus a day off in lieu of the holiday, at a time mutually arranged between the employee and immediate Supervisor.

16.4 Whenever any of the above holidays falls on a Saturday or Sunday, the next regular workday(s) in the following week shall be observed as the holiday(s) unless the holiday is proclaimed as being observed on some other day, or if a different date is mutually agreed upon between the Corporation and the Union. Overtime worked on the observed holiday will be paid at the rate of time and one-half.

16.5 Employees must work the regular scheduled shift preceding and the next regular scheduled shift following any of the above listed holidays to be eligible for pay, unless pre-arranged with management or on approved sick leave.

Article 17 - Annual Vacation

17.1 Vacations: The parties agree to implement the language change below with the understanding that any employees with accrued vacation as of December 31, 2020, will have the total outstanding amount paid out at their 2020 rate of pay. The payment will be made by a separate direct deposit and will not be included in the regular pay.

For the purpose of this article a vacation year shall be the calendar year commencing January 1 and ending December 31.

All vacation will be prorated where employees will earn one twelfth (1/12) of the annual entitlement listed below for each month worked. Employees may use vacation in advance of total earned with Supervisor approval.

Employees will receive their pro-rated vacation entitlement in January of each calendar year, following their year of hire.

Example: An employee is hired October 1st will receive 1/12 of their annual vacation entitlement for each month remaining in the year (October – December). In January of the following year (Year 2), the employee will receive 2 calendar weeks of pro-rated vacation. In January of Year (3), the employee will receive 3 calendar weeks of pro-rated vacation, even though their anniversary date is in October of that year.

Year of Hire.....maximum of 2 weeks based on total months worked
Year 2.....2 calendar weeks' vacation

Year 3 through 7.....3 calendar weeks' vacation
Year 8 through 13.....4 calendar weeks' vacation
Year 14 through 22.....5 calendar weeks' vacation
Year 23 through 29.....6 calendar weeks' vacation
After 30 years of employment.....one (1) day of vacation for each additional year of service.

Vacation will be taken within the year that it is earned, and except in exceptional circumstances there shall be no vacation entitlement or pay carried over from one (1) year to the next. This carryover will require written approval by the appropriate Department Head.

An employee who has been granted and taken vacation leave and terminates their employment with the City will have any vacation usage beyond their current accrued entitlement deducted from their pay.

- a) Vacations Earned on Layoff: Time off for vacations shall be granted on the basis of calendar years of employment. Vacation pay shall be paid on the basis of time gainfully employed exclusive of periods of layoff during the year in which vacation is earned provided that this shall apply only to employees on layoff for periods in excess of two (2) months.
- b) Unbroken Vacation Period: An employee shall not be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Corporation. A request for an unbroken vacation period shall not be unreasonably withheld.
- c) It is agreed that disciplinary suspensions without pay shall not reduce vacation pay pro-rated unless the suspension is four (4) weeks or more, and subject to any OMERS or insurer requirements, employer insurance contributions and coverage and pension service may be suspended during any disciplinary suspension without pay.

17.2 An employee's vacation period and pay shall be based on his standard work week and his regular work week remuneration, but shall not include any overtime or other payments, except where such exclusion reduces regular vacation pay to less than provided under the Employment Standards Act.

17.3 When a paid holiday falls on a day of an employee's scheduled vacation, he shall be entitled to an additional day of vacation provided that the necessary arrangements have been made with the Department Head prior to the commencement of the vacation period.

17.4 Preference in Vacations: Vacations shall be granted first on the basis of seniority, among all employees who indicate their vacation preference prior to April 1st each year. The vacation schedule shall be posted by April 1st each year and shall not be changed unless mutually agreed to by the employee and the Corporation.

- a) Those employees requesting vacation after the normal posting process and after April 1st of each year will have their vacation granted on a first come first serve basis. These employees shall complete a vacation request form and submit it to their immediate

supervisor for approval. The immediate supervisor shall provide a written response to the employee's vacation request as soon as possible and in a timely fashion.

- b) The Corporation shall determine the vacation allocations and staff requirements throughout the year and will endeavour to meet the wishes of the employees when granting vacation time in accordance with this collective agreement.
- c) **Any requests for vacation between January 1 – March 31 will be approved on a first come first serve basis. In the event that more than one employee submits a vacation request on the same calendar day, for the same vacation period, seniority will prevail.**

17.5 No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty, or where an employee is off sick and being paid from the Short Term Disability Plan - STD.

17.6 An employee leaving the service at any time after his anniversary date before he has had his vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. When an employee dies, his estate shall be credited with the value of vacation credits owing to such employee. Employees leaving the service after having been employed for less than one (1) year shall receive payments in lieu of vacation in accordance with The Employment Standards Act.

Article 18 - Health and Welfare Benefits

18.1 The Corporation shall pay one hundred (100) per cent of the following plans for all regular employees.

- 1. Private Hospital Care
- 2. Extended Health Care (10/20 Deductible) Plan, 100% reimbursement of eligible charges in excess of the deductible amount.
- 3. \$0.35 Deductible Drug Plan if accepted by Druggists and mandatory generic drugs. The City will pay the cost of forms related to exceptions.
- 4. Vision Care Plan – Effective **April 1, 2021, \$550.00** every two (2) years, **January 2022 - \$650.00** every two (2) years.
 - i. Coverage will also provide for the payment of one (1) annual eye examination.
- 5. Hearing Aid Plan – Effective **April 1, 2021, \$850.00** every three (3) years.
- 6. Short and Long Term disability Plan
- 7. Liberty Health #9, including Rider I or equivalent plan.
- 8. Orthodontic Coverage – February 15, 2018, \$3,000.00 lifetime maximum, 50/50 co-shared.

- i. Effective January 1, 2015 the Corporation will provide dental improvements as follows:

- ii. Rider #4, Special Dental (Major Restorative/Crowns) **effective April 1, 2021, the City will pay 100% of the premiums.** Effective January 1, 2009 those eligible employees and their eligible dependents sixteen (16) years of age or older will be governed by a nine (9) month turnaround time limit on their next dental check up. Those employees with eligible dependents that are less than sixteen (16) years of age maintain the six (6) month turnaround time limit for eligibility of their next dental check up.

9. Paramedical Services: In the absence of OHIP coverage, the Corporation paid coverage now applies from the first visit **with no per visit limit. The annual maximum for each modality is \$600 effective April 1, 2021, January 2022 - \$700.**

i) Psychological Services: Effective April 1, 2021 - \$600, January 2022 - \$700

4 & 5 effective the next day after the current applicable time restraints have elapsed.

The City may change carriers from time to time, provided that the benefits and conditions will at least be equivalent to those now in effect, and provided that the City provides the Union with at least sixty (60) days advance notice of the change along with the specification, coverage and conditions of benefits to be provided by the new carrier. This does not apply to any plan mandated by law.

If the Union indicates to the Corporation within thirty (30) working days of receipt of such submission that coverage of any carrier is not equivalent to that required by the collective agreement, the concern shall be referred first to a meeting of the parties prior to such dispute being referred to Article 7 Step 3 (CAO).

- 18.2 Group Life Insurance: It shall be a condition of employment that all regular employees of the City shall be required to join the Group Life Insurance Plan of the City for which the City will pay one hundred (100) per cent of the cost of premiums. Insurance coverage effective July 1, 2007 shall be two (2) times an employee's basic salary to a maximum of \$150,000 and Accidental Death and Dismemberment – A.D&D. coverage, equal to the amount of life insurance coverage provided by the City.
- 18.3 Pension: It shall be a condition of employment that all regular employees covered under this Agreement shall join the Ontario Municipal Employees Retirement System on date of hire
- 18.4 In the case of absence for illness, payments and continuation of health and welfare benefits set out herein shall be as set out in Schedule "B" attached hereto, subject to the approval of the companies or firms providing such plans.
- 18.5 **The following language is applicable only to employees with 10 years of service or more.**
 - a) The following hospital medical insurance will be available to retirees from the date of their retirement, under OMERS or within five (5) years of normal retirement age, to age 65, subject to the approval of the company(ies) providing such benefit. The City shall pay eighty (80) per cent of the premium. Effective January 1, 2009 the City shall pay eighty-five (85) per cent of the premium:

- Extended Health Care - including .35 cent Deductible Drug Plan and private hospitalization.
 - Vision Care and Hearing Aids.
- b) Such coverage will continue until age sixty-five (65) or till retiree's death, whichever occurs first, provided, equivalent coverage is not available through other sources and that such premiums are paid on or before the first day of each month or in accordance with other arrangements that may be made with the City from time to time.
 - c) In the event there is an improvement in a benefit set out herein, retirees already in receipt of such benefits will be eligible to receive such improvement, but shall not be entitled to any new benefit that may be added to such coverage.
 - d) At time of retirement, if a benefit set out herein is available from other sources, and such coverage ceases, the retiree may apply for such benefit through the City, provided at time of retirement the employee registered the source of such benefit with the City.
 - e) Should an employee at time of retirement, elect not to participate in a benefit, such benefit or subsequent improvements or new benefits will not be available to the retiree at any time thereafter.

18.6 Apprenticeship Benefit Coverage While at School

The Corporation agrees to provide benefit coverage while the employee is in attendance at school during the apprenticeship program.

Article 19 - Sick Leave

19.1 All regular employees covered under this agreement shall receive Short and Long Term Disability Protection as set out in Schedule "B" attached hereto and forming part of this Agreement.

Article 20 – Workplace Safety and Insurance

20.1 Employees off duty as a result of an accident incurred in the performance of their duties shall be provided with hospitalization and medical care as provided by The Workplace Safety and Insurance Act of Ontario. While an employee is off work, and receives WSIB Insurance at less than regular full pay the employee shall be paid as provided in Schedule "B" attached hereto.

Article 21 - Clothing and Equipment

21.1

- a) **On June 1st, of each year employees will receive an annual clothing allowance of \$325, paid by separate deposit. This allowance will be pro-rated for any employee who is absent from work, without pay, during the previous clothing year in excess of one (1) calendar month.**

- b) On completion of probationary period, each employee shall receive the clothing allowance pro-rated from the date of employment commenced.
- c) This clause will apply to all employees covered under this agreement save and except students and temporary employees.
- d) All clothing shall be the Employee's responsibility to keep clean and sanitary with their own laundry detergent.
- e) Effective January 1, 2005, the Employer agrees to provide one (1) pair of nine (9) ounce Bib Safety overalls, to be distributed once in every two (2) year period from the last date of distribution, to each employee with the exception of Stock-keeper, Custodian, Mechanics, Mechanic Apprentice and Students. Employees can opt to receive a safety jacket or coat of equal or lesser value, if they so choose.

21.2

- a) The Corporation shall provide clothing as they deem necessary and appropriate to all employees in the Public Works Garage.
- b) The Corporation shall provide a parka to each Mechanic.
- c) Clothing provided shall remain the property of the Corporation and must remain on Corporation premises. Such clothing shall be cleaned by the Corporation.

21.3 The Corporation shall pay up to a maximum of **\$275.00**, including taxes, towards the purchase of safety boots. Safety boots shall be replaced on an as-needed basis at the discretion of the immediate Supervisor, provided such shoes or boots have the identifying mark, confirming they were purchased for the Corporation and are the latest issue approved by the Canadian Safety Association (C.S.A.). Employees may choose insulated, rubber winter safety boots.

21.4 All employees must wear clothing in conformity with the rules and regulations of the Corporation.

21.5 Employees will be supplied with goggles and work gloves or mitts on an exchange basis. Worn out gloves or mitts must be turned in by the employee in exchange for new gloves or mitts.

21.6 The Corporation will provide all tools and equipment necessary to carry out the work of the Corporation.

21.7 Employees required to work in sewers and water mains will be supplied with rubber gloves and rubber clothing, to the degree necessary to remain dry.

21.8 Inclement Weather: When it is necessary to work during wet or inclement weather, the Corporation will provide rubber coats, hats and boots.

21.9 The Corporation will make best efforts to purchase Canadian/Union made clothing.

Article 22 - Safety and Health

22.1 The Corporation will make adequate provisions for the safety and health of employees during the hours of their employment. A safety Committee shall be established composed of an equal

number of union and officials of the Corporation. The safety Committee shall meet to discuss all matters related to the safety and health of the employees on a regular basis. The committee members shall be allowed one hour of paid preparation time, or such additional time as is deemed necessary by the Joint Health and Safety Committee, in accordance with the Occupational Health and Safety Act.

- a) First Aid Kits: First aid kits will be supplied by the Corporation in accordance with the requirements of the Workplace Safety and Insurance Act

22.2 Employees required to use safety equipment as required under The Occupational Health and Safety Act and provided by the Corporation are required to have the equipment with them at all times.

Article 23 - Leave of Absence

23.1 Leave of absence without loss of pay will be granted to representatives of the Union while in consultation with the management on matters pertaining to this Agreement, during working hours. Leave of absence without pay will be granted to employees to attend functions of the Union, such as conventions, conferences and seminars providing such leave does not exceed five (5) working days, or three (3) employees without loss of seniority. And providing further, that when more than one (1) employee has requested leave of absence it shall be granted providing it does not interfere with the proper functioning of the Department. It is agreed that such leave of absence shall not be unreasonably withheld. It is further agreed that each employee shall provide one (1) week's notice to the supervisor and/or superintendent of request for leave of absence.

- a) Education Leave - Leave of absence with pay and without loss of seniority shall be granted to allow employees to write examinations for Corporation approved Education Courses to improve their qualifications in the service.
- b) Employees will be granted a Leave of Absence to take a full-time position with CUPE, CUPE Division or C.L.C., for a period of two years. During this leave the employee will continue to earn seniority but not service. This leave will be renewed upon application for a minimum of a one year term.

23.2 **Bereavement Leave**

In the case of the death in the immediate family, consisting of spouse, son, daughter, father or mother, guardian, brother or sister and mother-in-law or father-in-law, grandchildren, stepchildren or stepparents, the employee shall be given a paid leave of absence for five (5) days. The five days can be taken any time provided the days taken are within four calendar days of the funeral. When requested at time of death, one of the days may be saved for interment in the following spring.

- i) **In the case of the death of relations consisting of grandfather or grandmother, brother-in-law, sister-in-law, grandparents-in-law, son/daughter-in-law, the employee shall be given a paid leave of absence for three (3) days. The three days can be taken any time provided the days taken are within four calendar days of the**

funeral. When requested at time of death, one of the days may be saved for interment in the following spring.

- ii) In the case of the death of relations consisting of Uncle or Aunt, the employee shall be given leave of absence for the day of the funeral, provided they were scheduled to work on the day of the funeral and they attend the funeral service or memorial service.**
- iii) It shall be the employee's responsibility to notify or cause to be notified his Department Head as soon as possible following such bereavement. Alterations can be made to the days taken as indicated above if approved by the Department Head or designate.**

If any of these days fall during an employee's scheduled vacation, on receipt of the notice of funeral, such time deemed to be working days will be re-instated to the employee's vacation record.

- a) Pallbearer Leave: One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.
 - (i) The Union president or his representative shall be allowed up to four (4) hours to attend the funeral of an employee covered by this Agreement.

23.3 Jury Duty or Court Witness: Any employee who is required to service on a jury or as a court witness shall be paid the difference between the amount paid for such service and his regular hourly rate for the time lost from his regular scheduled work shift by reason of such service, subject to the following provisions:

- a) Employees must notify their immediate supervisor within a reasonable time after receipt of notice of selection for jury duty or court witness;
- b) Employees called for jury duty or as a court witness and who are temporarily excused from attendance at court during working hours must report for work within a reasonable time;
- c) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public officials showing the date and the time served and the amount of pay or fees received;
- d) No such payment shall be made to any employee under the provisions of this Article when such leave is solely in the cause of the employee involved.

23.4 Maternity, Parental and Adoption Leave: An employee shall qualify for maternity, parental and adoption leave in accordance with the Employment Standards Act, 2000. During such leave seniority shall continue to accrue but such periods of leave shall not count towards probationary periods. The employee shall continue to accumulate vacation entitlement during the length of the Pregnancy and/or Parental leave. Benefits shall be maintained by the Corporation during the Pregnancy and/or Parental leave. All other benefits shall be in compliance with the Employment Standards Act. Adoption leave shall be granted in the same manner as parental leave.

Article 24 - General

- 24.1
- a) The Corporation and Union may each appoint not more than three (3) members of a Labour Management Committee. It is understood that this Committee is not for the purpose of hearing or discussing grievances, but rather to consider matters of mutual concern pertaining to this Agreement, improvement in working conditions, morale, safety, as well as to discuss suggestions that may reduce costs or increase the efficiency of operations, the promotion of educational, welfare and vocational activities.
 - b) A meeting may be requested by either party and a minimum of four (4) meetings per year may be held at a time and place mutually agreed upon. The request shall be made in writing by either party through the City Engineer or his designate or the Local Union Unit Chairperson or designate. Agenda items may be submitted by either party prior to the scheduled meeting. It is agreed that either party may have the assistance of the National Representative and/or the Director of Community Services at Labour Management Committee meetings.
 - c) Minutes, if taken, at any Labour Management meeting are to be signed by both parties to form the official record of the meeting and shall not alter or change the provisions of this Collective Agreement.
- 24.2 Job Security: The Corporation agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any plant, person, company or non-unit employee without first discussing it with the Union. In situations where it is known that employees will be permanently displaced, the Employer agrees to provide at least ninety (90) days or as much written notice as possible to the Union for the purpose of reviewing the reasons for such change and for reviewing possible alternative options.
- 24.3 Amalgamation: Should a plan be approved to merge, amalgamate, consolidate, transfer, dispose of, privatize or enter into a joint venture with any other entity, in respect of all or part of departments covered by this collective agreement, the Corporation will consult with the Union immediately, providing available information leading to issues dealing with seniority, services and benefits.
- 24.4 The Corporation agrees to permit the Union to post notices of meetings and other union business and affairs on bulletin boards provided by the Corporation for such purposes. It is agreed, however, that such notices must first be approved by the City Engineer, the Director of Community Services and/or the Manager of Human Resources. Such approval will not be unreasonably withheld.
- 24.5 License Renewal: When legislation is changed such that additional specific certificates or licenses are required for the performance of an employee's current job duties, the Corporation will reimburse the employee the cost of any certificate or license fees required to maintain such certificate or license.

24.6 Rehabilitation, Modified Duties and Work Accommodation

- i) It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace. The City acknowledges that it has a legal obligation to provide work accommodation in accordance with the Human Rights Code of Ontario
- ii) The objective is to accommodate and/or rehabilitate an ill or injured employee in his/her original position or job, wherever feasible, or to accommodate the employee in another position or job, subject to any medical restrictions.
- iii) The employee shall at all times be represented by the designated Union representative(s) during any meetings with representative(s) of the City and the Workplace Safety and Insurance Board or Disability carriers with regard to Rehabilitation, Modified Duties and Work Accommodation.
- iv) An employee, who because of illness or injury, remains off work due to sick leave, a Long-Term Disability claim or a Workplace Safety and Insurance Board claim shall retain and continue to accumulate seniority.
- v) Should an employee be capable of performing the essential duties of his/her former position, the City shall return the employee to his/her former position. Should an employee not be capable of returning to his/her former position, the City will determine the suitable placement of any employee on sick leave, Long Term Disability or on a Workplace Safety and Insurance Board claim who is capable of returning to work in accordance with this collective agreement and the employee's attending physician(s) determined medical restrictions.

Should the employee request the assistance or representation from the Union in the design of modified work or duties with the Employer, it is agreed that the employee's request will not be denied.

24.7 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party, or parties, hereto so require.

24.8 The City shall provide sufficient copies of this collective agreement, in an acceptable booklet form with a spiral binding, for all current and new employees at the Corporation's expense. Ten (10) copies shall be provided to the CUPE Representative. Copies of this Agreement shall be made available in the Human Resources Department to all employees upon request.

Article 25 – Video/GPS

25.1

- a) The City will notify the Union when video security systems and GPS/AVL systems are used in the work locations or fleets of vehicles where Local 1146 employees regularly work.
- b) The City shall not be allowed to use surveillance cameras to monitor the work of employees.**

- c) Uses for video security systems include the protection and safety of employees, members of the public, customers and City assets and property. GPS/AVL systems can be utilized to evaluate routing capabilities, to respond to anomalies on route, improve customer service and improve health and safety.

Article 26 - No Strikes, No Lockouts

26.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall be no strike either complete or partial and no picketing, and the Corporation agrees during the lifetime of this Agreement, there shall be no lockout either complete or partial. Strike and lockout shall be as defined in The Labour Relations Act.

Article 27 - Duration

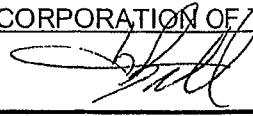
27.1 This agreement as heretofore agreed shall become effective on **January 1st, 2021** and shall continue in effect until **December 31st, 2023**. Either party to this agreement may, not more than ninety (90) days and not less than thirty (30) days prior to **December 31st, 2023**, present to the other party in writing proposed terms of a new and further agreement and/or amendments to this agreement and a conference shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by **December 31st, 2023** this agreement and all its terms will continue in force until a new agreement is executed.

Note: Effective date in Article 27 is subservient to effective dates throughout the collective agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on this 1 Day of June, 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

THE CORPORATION OF THE CITY OF WOODSTOCK

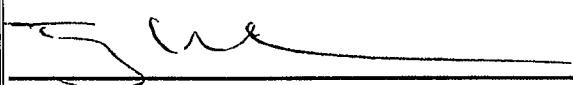


Mayor



Clerk

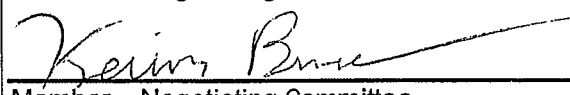
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1146 - OUTSIDE UNIT



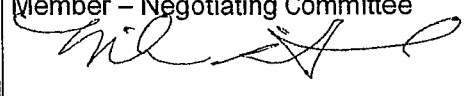
Member - Negotiating Committee



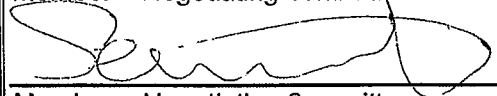
Member - Negotiating Committee



Member - Negotiating Committee



Member - Negotiating Committee



Member - Negotiating Committee

SCHEDULE "A" – Hourly Wage Rates

SCHEDULE "A"				
TO THE COLLECTIVE AGREEMENT WITH CUPE LOCAL 1146 - OUTSIDE UNIT				
HOURLY WAGE RATES				
JOB TITLE	WAGE GROUP	2021	2022	2023
		JANUARY 1 2.00%	JANUARY 1 2.00%	JANUARY 1 2.00%
GENERAL LABOURER	1	26.81	27.35	27.90
VACANT	2	27.25	27.80	28.36
CUSTODIAN – PUBLIC WORKS	3	28.42	28.99	29.57
SKILLED LABOURER PARKS	3	28.42	28.99	29.57
1 PERSON GARBAGE COLL	3	28.42	28.99	29.57
DRIVER	3	28.42	28.99	29.57
2 PERSON GARBAGE COLL	3	28.42	28.99	29.57
HEAVY EQUIPMENT OP 1	3	28.42	28.99	29.57
RECYCLING COLLECTOR / DRIVER ONE PERSON OP	3	28.42	28.99	29.57
SKILLED LABOURER	3	28.42	28.99	29.57
VACTOR TRUCK OPERATOR	4	29.42	30.01	30.61
SWEEPER OPERATOR	4	29.42	30.01	30.61
SKILLED LABOURER II	4	29.42	30.01	30.61
HEAVY EQUIPMENT OP 2	4	29.42	30.01	30.61
STOCKKEEPER – WORKS	5	30.59	31.20	31.82
SIGN PAINTER	6	31.81	32.45	33.10
URBAN FORESTER	6	31.81	32.45	33.10
HORTICULTURAL TECHNICIAN	7	33.09	33.75	34.43
LICENSED MECHANIC	7	33.09	33.75	34.43
WATER DISTRIBUTION OP	7	33.09	33.75	34.43
ASS'T SUP - PARKS	8	34.71	35.40	36.11
ASS'T SUP – WORKS	8	34.71	35.40	36.11
ASS'T SUP – MECHANIC	8	34.71	35.40	36.11
ASS'T SUP – WATER	9	36.09	36.81	37.55
* See additional notes on next page				

***NOTES: to Schedule "A"**

Apprentice Mechanic rates:

Basic = 70% of Mechanic's wages
Intermediate 1 = 75% of Mechanic's wages
Intermediate 2 = 80% of Mechanic's wages
*One License = 90% of Mechanic's wages
*Two Licenses = 100% of Mechanic's wages

*Required licenses for full *Mechanic* qualification above are:
"T" (Truck and Coach Technician) and
"S" (Automotive Service Technician)

Water Distribution:

(O.I.T) receives 90% of the Water Distribution Operator rate of pay.

Plumber Premium: Effective June 21, 2007 an employee in the Water Department who maintains Plumber Certification, will be paid the current hourly rate of pay for the Assistant Supervisor when the Corporation is using his services as a Plumber.

Student Wages:

January 2021 - \$16.75
January 2022 - \$17.10
January 2023 - \$17.35

Licensed Mechanic appointed Propane Inspector:

Will be paid an annual lump sum payment of \$150.00 on or before December 1st each year, in the event such appointment lasts.

SCHEDULE "B" – Wage Replacement Plan

TO THE COLLECTIVE AGREEMENT WITH C.U.P.E., LOCAL 1146 - OUTSIDE UNIT

WAGE REPLACEMENT PLAN

Short Term Disability Plan, hereafter referred to as STD.

All regular employees covered by the collective agreement shall receive the following STD Plan on completion of three (3) calendar months of continuous employment.

1. Benefits under the STD Plan will be paid, for a maximum of seventeen (17) calendar weeks in accordance with the following Schedule:

<u>Length of Service</u>	<u>Number of Insured Calendar Weeks</u>	
	<u>100% of Regular Salary</u>	<u>75% of Salary</u>
3 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
over 9 years	17	0

for absences from employment caused by:

- a) personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control;
 - b) exposure to contagious disease that in the opinion of the Medical Officer of Health might endanger the health of other employees, or the public, by his attendance;
2. The maximum covered duration for any one illness or accident under the STD Plan is seventeen (17) weeks. On return to work from an illness, benefits will be re-instated the first day back to work. Should an employee use in excess of their allotment of seventeen (17) weeks in any twelve (12) month period for separate illnesses or accidents, the employee will re-qualify for STD benefits at the 75% level.
 - a) Successive absences are considered to be in the same period of disability unless:
 - (i) the employee has worked twenty (20) full working days between such absences; or
 - (ii) the illness is confirmed by a duly qualified medical practitioner as being unrelated to the previous illness.

3. To qualify for STD payments, an employee must:
 - a) On the first day or part of a day of illness, report, or cause to report, such illness to his immediate Supervisor or designate. Such reporting must be in accordance with the Department's rules governing reporting for work.
 - b) Each employee will be granted up to seven (7) days of uncertified paid absences due to illness per calendar year, January 1st to December 31st. The seven (7) uncertified days shall be used up as the first and/or first and second days of all absences until exhausted. The eighth (8th) day of such absence will be without pay unless certified by a medical doctor that the employee was under his care and such illness prevented the employee from reporting to work and performing the duties of the job.
 - c) Absences of three (3) or more consecutive days shall require a certificate from a medical doctor to cover the third and subsequent days, provided uncertified days remain, or from the first day where uncertified days become exhausted. Such certificate shall state that the employee is under the doctor's care, such illness prevents the employee from reporting to work and performing the duties of his job and probable return to work date.
 - d) An employee failing to report an absence from employment or file a doctor's certificate as set out will not be eligible for STD payments and will be considered to be on an unauthorized leave of absence and shall not be paid for any such absence. No payment shall be made for such time until a medical certificate certifying such absence as set out is submitted within a reasonable period of time following such illness.
 - e) The Corporation reserves the right to request an employee to undergo an examination by a duly qualified medical practitioner appointed by the Corporation, at any time during his absence. Failure to comply will result in discontinuation of STD payments and the employee will be considered to be on an unauthorized leave of absence and shall not be paid for any such absence.
4. An employee who is on maternity leave or any other leave of absence without pay, shall not be entitled to receive STD benefits during said leave. However,
 - a) STD benefits will be re-instated following return from such leave of absence after completion of six (6) full working days.
5. When an employee is in receipt of STD payments, he will receive remuneration as set out in Section 1, retain health and welfare benefits and continue to earn vacation credits at the rate at which he was being credited when the disability occurred.
 - a) If an employee elects to utilize paid vacation, or other category of paid time standing to his credit at the time of illness, STD payments will cease and will not be re-instated until such paid credits are exhausted. Such time will be considered to be a part of the seventeen (17) week period set out in Section 1.
6. In the event an employee is on vacation, paid holiday, or other paid leave of absence, he will not be entitled to receive STD payments until his original scheduled back to work date occurs, at which time his eligibility for STD benefits will commence.

7. In the event an employee becomes ill or disabled while on layoff he will not be entitled to STD payments until his original specified recall date occurs on the date he would have been recalled, as part of the general recall. If another employee is recalled to perform in his position, that date shall be deemed to be the recall date for purposes of this section, subject to the following:
 - a) should the disability occur after written "notice of layoff" was given, the employee will not qualify for STD payments during such period of layoff; and
 - b) where the disability occurred before written "notice of layoff" was given, the employee will qualify for STD benefits in accordance with the schedule in Section 1.
8. The Corporation will continue to maintain the employer's portion of the premium cost of health benefits and life insurance the employee had at the time of disability for the seventeen (17) week period, provided the employee pays his share of the premium cost for the same covering period, subject to the approval of the Carriers.
9. This plan does not provide benefits for disability resulting from intentionally self-inflicting injury, war or injury sustained while committing or attempting to commit an assault or crime.
 - a) If an employee is absent from work due to illness or injury on the effective day of this plan, such coverage will not commence until the employee has returned to work.

Long Term Disability Plan, hereafter referred to as LTD.

This Plan is an insured Plan administered by a private carrier of the Corporation's choice.

The terms and conditions set out herein are subject to the Carrier's approval and acceptance and is administered by such Carrier.

1. The LTD Benefit is payable after an employee has been continuously disabled for seventeen (17) consecutive calendar weeks, and has utilized all credited paid time off except for vacation. The LTD eligibility period shall commence when all such credits are exhausted.
 - a) Payments will continue until the employee is:
 - (i) no longer disabled as hereafter defined, or
 - (ii) the date of scheduled retirement, whichever should first occur, in any event not beyond the employee's 65th birthday.
2. Disabled shall be deemed to mean:
 - a) the employee is unable to perform his regular work during the first twenty-four (24) months of receipt of LTD payments, and
 - b) for any period thereafter, he is prevented from performing any type of gainful employment for which he is reasonably qualified, by way of education, training or experience, or for which he may be trained.
3. Where retraining is deemed to be practical, the employee shall participate or benefits shall forthwith cease.

4. The benefit payable under the LTD Plan will provide an employee with an income of 75% of his regular earnings at the time of disability to a maximum non-medical limit of \$4000.00 per month and
- a) Such payments will be directly reduced by an amount the employee receives from:
 - (i) The Workplace Safety and Insurance Board,
 - (ii) The Canada Pension Plan, excluding dependent benefits,
 - (iii) The Ontario Municipal Employees Retirement Board.
 - b) If in addition to the benefits set out in 4 (a), income is received from other sources, such as but not inclusive:
 - (i) any other disability insurance,
 - (ii) no-fault disability insurance, or
 - (iii) earnings from rehabilitation employment, except 50% of regular earnings during the first 24 months of disability; the amount of disability benefit shall be adjusted to provide that an employee's total replacement income shall not exceed 85% of regular earnings at time of disability.
 - c) After LTD insurance benefits have commenced, the LTD benefit will not be reduced by cost-of-living increases that may be applied to other sources of income.

5. Rehabilitation

In the event of a partial recovery from a total disability, an employee may re-enter the work force without forfeiting all benefits under this plan for a period of time up to twenty-four (24) months, provided the following is met:

- a) the employment has been approved by the Carrier which has deemed the "work performed" is approved rehabilitative employment;
- b) the LTD payments in this case will be reduced by an amount equivalent to 50% of the employee's gross earnings from any such approved rehabilitative employment, but, in no event shall the employee's total income during said rehabilitation period exceed his pre-disability income.

6. Pre-Existing Conditions

- a) Any employee who does not have sick leave credits on the day this plan comes into effect, or any new employee subsequently disabled by a health condition which existed at the time of hire, shall be eligible for disability payments in respect of that condition only if a period of non-treatment of three (3) consecutive months or more has elapsed since enrollment, and such period shall be added to the seventeen (17) week qualifying period.
- b) It shall rest with the employee to provide proof of said disability free period prior to start of the qualifying period.

7. Other Benefit Provisions and Limitations

- a) To qualify for LTD benefits an employee does not need to be confined to hospital or his home, but must be under the continuous care of a duly qualified medical practitioner.
- b) This plan provides coverage for disability resulting from an accident or from sickness including absence from work for psychiatric reasons for which continuous treatment is received from a duly qualified psychiatrist.
- c) Benefits for total disability due to pregnancy complications will be paid. However, no benefit will be paid during the period the employee received or is entitled to receive Maternity benefits through unemployment insurance or during the period she is on maternity leave or scheduled to be on maternity leave.
- d) This plan does not provide benefits for disability resulting from intentionally self-inflicting injury, war or injury sustained while working for another employer or self-employment or while committing or attempting to commit an assault or crime.

8. Successive Disabilities

Successive absences from work, resulting from the same cause, are considered to be in the same period of disability unless separated by six (6) months of active full-time work while insured, or one (1) full month of work while insured and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

Special Provisions

Seniority, Retention of Benefits, etc.

1. An employee will retain his job seniority for a maximum period of two (2) years, or one-half the length of his service, whichever is the lessor, except that in no case shall retention of seniority be less than one (1) year.
2. An employee may continue to maintain group health benefits, not eligible for waiver of premium provisions, which he was receiving at the time of his disability for a period of two (2) years after receipt of the first LTD payment, provided he pay his share of the cost of such premium, subject to the approval of the Carrier of such health plans.
3. While on LTD, no employee shall earn any benefit related to seniority such as: vacation, long service pay.
4. In the event there is a conflict between the collective agreement and this Schedule, the provisions of this Schedule shall prevail.

Conversion of Sick Leave Gratuity Plan

Set-Out in the C.U.P.E., Local 1146 - Outside Unit Collective Agreement

Entered into on the 31st day of January, 1986

1. The existing sick leave gratuity plan will be terminated on the date the Short Term and Long Term Disability Plans go into effect.
2. Accumulated sick leave credits shall be frozen. Employees shall retain full vesting rights to their accumulation as set out in the collective agreement referred to herein.
 - a) Employees with less than five (5) years of continuous employment shall receive full vesting rights on completion of five (5) years continuous active employment.
3. An employee with accumulated sick credits may use those credits to supplement the short term disability benefits to 100% of regular earnings and to supplement the long term disability benefit to 85% of regular earnings.
4. An employee may request payment for up to a maximum of 10% of his sick credit entitlement as set out in the collective agreement referred to herein annually provided the request is submitted to the Human Resource Office by November 1st, subject to the following:
 - a) The employee's entitlement will be calculated in the same manner as for termination of employment;
 - (i) after 5 years' service, entitled to 50% of accumulated sick credits to a maximum of one-half (1/2) years' earnings.
 - (ii) payment will be made by the 28th day of February, calculated on the daily rate of pay being received on December 31st of the preceding year.
5. In the event of termination of employment, by resignation or discharge, an employee, after five (5) years' service, will be entitled to 50% of the balance of the accumulated sick credits to a maximum one-half (1/2) year's earnings, at the rate of salary being paid at the time of termination.
6. In the event of retirement or death, an employee or estate will be entitled to 50% of the balance of accumulated sick credits to a maximum of one-half (1/2) year's earnings, at the rate of salary being paid at the time of retirement or death.
7. Attendance records will be maintained in the Human Resource Office and at the end of each year a copy of such record shall be forwarded to each employee.

Letters of Agreement

Letter of Agreement

Corporation of the City of Woodstock

and

CUPE Local 1146 – Outside Unit

Job Evaluation – Final Appeal Procedure

The parties agree, that until they have completed negotiations of the Terms of Reference and Maintenance for the Job Evaluation/Pay Equity Plan which will address any maintenance and appeal procedures, the Collective Agreement will provide for a final Appeal Procedure involving the City's Consultant (Judy Kroon or her designate) and the Canadian Union of Public Employee's Representative (Steve Kenney or his designate). Such appeal is to be final and binding and cannot be processed through the grievance procedure.

DATED in Woodstock this 9th day of March, 2007.

FOR THE UNION

Mike Foster
Al Walker
Henryk Kiertucki
Larry Gillespie

FOR THE CORPORATION

David Creery
Rick D'Entremont
Bob McFarland
Tony Pihowich

Letter of Agreement

between

Corporation of the City of Woodstock

and

CUPE Local 1146 – Outside Unit

The Union and the Corporation agree for the term of this Collective Agreement, this letter of understanding shall apply in addition to Article 14.01 (b).

The employer shall have the right to select a continuous eight (8) hour period beginning no earlier than 6:00 a.m., nor any later than 7:30 a.m. (i.e., 6:00 a.m. to 2:00 p.m.). This provision is limited to three (3) Driver positions. The Drivers shall receive the shift differential as outlined in Article 14.04. The Drivers will be offered these opportunities on the basis of seniority.

DATED in Woodstock this 5th, day of August, 2010.

FOR THE UNION

Heather Grassick
CUPE National Representative

FOR THE EMPLOYER

Laird Crooks
Human Resources Manager

Letter of Agreement

between

Corporation of the City of Woodstock

and

CUPE Local 1146 – Outside Unit

Unit Chair Hours of Work

The Unit Chairperson will inform their Supervisor of their request to leave their work at the Corporation of the City of Woodstock in order to carry out their functions without loss of pay, benefits and seniority. This request will not be unreasonably denied.

It is agreed that in consideration of normal business hours and the regular schedule of the Unit Chairperson, all hours worked outside of their regularly scheduled hours, while representing members, may be submitted to the Supervisor as straight time worked. This time may be scheduled as paid time off in lieu, at a time mutually agreeable to the Unit Chairperson and his Supervisor.

DATED in Woodstock this 25th of March, 2021

FOR THE UNION

Sam Cort
Jason Finnie
Tyler Hook
Mike Wilford
Kevin Bruce

FOR THE CORPORATION

Laird Crooks
Marcy Macdonald
Brian Connors
Taylor Crinklau
Reta Horan
Anthony Petersen

Letter of Agreement

between

Corporation of the City of Woodstock

and

CUPE Local 1146 – Outside Unit

Hours of Work – Parks Employees

Effective February 1, 2015 Article 14.1 (hours of work – 7:30 A.M. to 3:30 P.M. Monday to Friday) will not apply to new Skilled Labourer job postings in the Parks Department. These employees will remain entitled to the applicable shift premium. The assignment of hours of work outside of Article 14.1 will be limited to two (2) Parks Department employees and will only apply from May 1st through to and including October 31st. This Letter of Agreement will not affect current employees of the Parks Department as of February 1, 2015.

DATED in Woodstock this 15th of November, 2017

FOR THE UNION

*Jan Ouzas
Don Lingwood
Beta Horan
Robert vanVliet*

FOR THE CORPORATION

*Laird Crooks
David Creery
Harold de Haan
Brian Connors
Alex Piggott
Amy Humphries*

Letter of Agreement

between

Corporation of the City of Woodstock

and

CUPE Local 1146 – Outside Unit

Hours of Work – Temporary Employees and Students

For the period from May 1st through to and including October 31st, Article 14.01 (hours of work – 7:30 A.M. to 3:30 P.M. Monday to Friday) will not apply to Temporary Employees or Students working in the Parks Department. These employees will remain entitled to the applicable shift premium.

DATED in Woodstock this 13th of April, 2015

FOR THE UNION

*Jan Ouzas
Don Lingwood
Tyler Hook
Richard Moritz
Joel Entz
Jason Finnie*

FOR THE CORPORATION

*Laird Crooks
David Creery
Harold de Haan
Brian Connors
Alex Piggott
Chris Kern
Jennifer Rose*

Letter of Agreement

between

Corporation of the City of Woodstock

and

CUPE Local 1146 – Outside Unit

Posting of Overtime Hours

The City agrees to post a list showing the overtime hours worked for each employee.

DATED in Woodstock this 13th of April, 2015

FOR THE UNION

*Jan Cuzas
Don Lingwood
Tyler Hook
Richard Moritz
Joel Entz
Jason Finnie*

FOR THE CORPORATION

*Laird Crooks
David Creery
Harold de Haan
Brian Connors
Alex Piggott
Chris Kern
Jennifer Rose*

Letter of Agreement

between

Corporation of the City of Woodstock

and

CUPE Local 1146 – Outside Unit

Winter Hours of Work – Public Works

The parties agree that the City may assign up to two (2) Skilled Labourers to work winter weekend shifts. These weekend shifts will consist of three (3) consecutive, twelve (12) hour shifts (7:30 am to 7:30 pm or 7:30 pm to 7:30 am) commencing on Friday. Changes to the shift will require consent of both the City and union. The employees working these shifts will receive payment for forty (40) hours but will not receive shift premium as per article 14.4. The weekly employee pay will be adjusted by applying a winter shift weekend top up premium of four (4) hours extra pay at the Skilled Labourer rate. This will not adversely affect the employees OMERS coverage.

The winter shift will commence on December 1st or later and end on March 31st or earlier.

All time worked beyond twelve (12) hours per day or thirty-six (36) hours per week will be considered as overtime. It is understood that the overtime rate of pay for any time worked above the weekend shift shall be based on the regular rate of pay for the Skilled Labourer classification.

Sick days shall be paid based on a twelve (12) hour day during the winter shifts. Vacations shall be taken in hours.

Employees on weekend shifts shall receive during each twelve (12) hour shift, three (3) twenty (20) minute paid break periods, two of which may be consecutive.

Assignment to the winter shift will follow the process defined in 14.1 c).

Paid Holidays

If any hour of the regularly scheduled weekend shift falls within the hour of a paid holiday, the employee is not required to report for work on that shift and shall be entitled to holiday pay for the day.

When a paid holiday falls on the day of an employee's scheduled day off, he/she shall be entitled to a day off in lieu of the paid holiday on a day that is mutually agreed to by the employee and supervisor. The day off must be taken within the Winter shift time frame and will be paid at twelve (12) hours.

DATED in Woodstock this 24th of January, 2018

FOR THE UNION

Jan Ouzas
Don Lingwood
Reta Horan
Robert vanVliet

FOR THE CORPORATION

Laird Crooks
David Creery
Harold de Haan
Brian Connors
Alex Piggott
Amy Humphries