

AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF
THUNDER BAY**

AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES**

LOCAL 87

(AMALGAMATED BARGAINING UNIT)

**FROM: JANUARY 1, 2023
TO: DECEMBER 31, 2026**

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THIS AGREEMENT MADE AND ENTERED INTO

THIS 19th, DAY OF JANUARY, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

Hereinafter referred to as the "Corporation"

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87

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; to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Corporation and its employees.

Article 2 - Recognition

2.01 The Corporation recognizes the Canadian Union of Public Employees, Local 87, as sole bargaining agent for: All employees of the Corporation, save and except:

positions or groups of employees excluded from collective bargaining by virtue of the Labour Relations Act; positions or persons who exercise managerial functions;

positions or persons employed in a confidential capacity related to labour relations; existing and presently proposed positions in the Human Resources Department;

positions under jurisdiction of outside boards/agencies;

positions under jurisdiction of other bargaining units;

non-union positions that, if organized, would fall under jurisdiction of another bargaining unit;

positions under jurisdiction of: Community Auditorium, Non-Profit Housing, Economic Development Corporation, and Victoriaville Board;

part-time employees who do not work the standard number of hours per week and who are not governed by the provisions of the CUPE Inside, Outside or Animal Control collective agreements (interpretive assistance is available from the Scope Letter of Understanding between the parties dated May 3, 1994).

2.02 Work of the Bargaining Unit

It is agreed that non-union employees will not regularly perform duties normally carried out by members of the bargaining unit except in cases agreed upon by the parties or in the event of an emergency.

2.03 No Other Agreements

It is agreed that all management and non-union personnel will be subject to the provision of Section 73 (1) of the Labour Relations Act which reads as follows:

73(1) No employer, employer's organization or person acting on behalf of an employer or an employer's organization shall, so long as a trade union continues to be entitled to represent the employees in a bargaining unit, bargain with or enter into a collective agreement with any person or another trade union or council of trade unions on behalf or purporting, designed or intended to be binding upon the employees in the bargaining unit or any of them.

Article 3 - Interpretation

3.01 **"Council"** shall mean the City Council of the Corporation of the City of Thunder Bay.

"City Manager" and "Chief Administrative Officer (CAO)" shall be interchangeable and shall mean head of the municipal administration of the Corporation.

"General Manager" shall mean head of a municipal "Department" of the Corporation, such as the General Manager.

"Manager/Director" shall mean the level of management that reports directly to a General Manager."

"Student" shall mean a person who is employed during the period April 15 to September 30 and who was a full-time or part-time student at a school, college, university or other educational institution, during the academic year in which applying for summer employment, and who demonstrates to the Corporation an intent to return to school on a full-time or part-time basis at the end of the period of employment. Student employees shall not accumulate seniority, service or sick leave credits. Students hired during the school vacation period will be terminated from the employ no later than September 30.

"Student Trainee" shall mean a person placed into a position within jurisdiction of this bargaining unit in conjunction with a curriculum of a recognized educational institute. Student trainees shall not accumulate seniority, service or sick leave credits and will be terminated from the employ of the Corporation upon completion of the placement. The use of student trainees shall not result in the layoff of an employee who is a member of this bargaining unit. And, student placement shall not commence if there are laid off employees who are otherwise capable of performing the required work.

"Regular Employee" shall mean a person on the payroll in a posted position, or a position filled in pursuant to Article 22, Promotion and Vacancies.

"Relief, Seasonal, Temporary and/or Part-Time Employees" shall mean persons on the payroll employed pursuant to the Letters of Understanding attached hereto and forming part of this collective agreement.

"Supervisor" shall mean a level of management that employees, occupying classifications listed in Schedule "A" and Schedule "B", report to.

Article 4 - Probationary Period

- 4.01 a) All new employees hired into bargaining unit positions with a maximum hourly salary at or less than the maximum Step 3 hourly salary in Group # 5 listed in Schedule "A", will be required to serve a probationary period of sixty-five (65) actual days worked. New employees hired into positions with a maximum hourly salary that is greater than Step 3 - Group # 5 but at or less than Step 3 - Group 8, as listed in Schedule "A", will be required to serve a probationary period of one hundred and thirty (130) actual days worked. New employees hired into positions with a maximum hourly salary that exceeds the maximum salary at Step 3 - Group # 8, as listed in Schedule "A", will be required to serve a probationary period of one hundred and sixty (160) actual days worked. New employees, during the probationary period, may be discharged for unsuitability, it being understood that such discharge may be processed through the grievance procedure. During the probationary period, and intermittently thereafter, all employees will be evaluated as determined by the Corporation. It is agreed that, at the employee's request, a Shop Steward may be in attendance at such evaluations. The non-union Supervisor will inform the employee of this right at least one (1) shift prior to the shift during which the evaluation is to be carried out.
- b) Relief, Seasonal, Temporary and Part-Time employees employed pursuant to the Letters of Understanding will serve a probationary period as described above.

Article 5 - Membership and Union Check-Off

- 5.01 The parties agree that, as a condition of employment, all employees of the Corporation falling within the scope of the bargaining unit shall remain members of the union in good standing and all new employees shall become members of the Union after completion of thirty (30) calendar days from the commencement of their employment.
- 5.02 The Corporation agrees to deduct Union dues and assessments from the pay of all employees covered by this Agreement and remit same monthly to the Financial Secretary of the Union together with a list of additions and deletions of employees names to the master list.

Article 6 - Discrimination

- 6.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of race, creed, colour, age, sex, sexual orientation, marital status, family status, nationality, ancestry, place of residence, ethnic origin or place of origin of such person or employee or because of an employee's membership or non-membership in the Union or because of an employee's activity or non-activity in the Union. The Corporation and the Union agree to comply with the Human Rights Code of Ontario.
- 6.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the non-union Supervisor or designate.

Article 7 - Management's Rights

- 7.01 The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively with the Corporation, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and re-hire employees, and to discipline or discharge an employee who has completed the probationary period for just cause or, in the case of a probationary employee, for unsuitability, provided that such action may be the subject matter of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Corporation, the kinds and locations of sections and divisions, the equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.

7.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

Article 8 - Stewards & Bargaining Committee

8.01 Appointment of Stewards

The Corporation acknowledges the right of the Union to appoint Stewards together with alternate Stewards. The names of the Stewards shall be given to the Corporation in writing and the Corporation shall not be required to recognize any such Stewards until it has been so notified.

8.02 Management Co-operation with Stewards

The Corporation undertakes to instruct all members of its non-union supervisory staff to co-operate with the Union in the carrying out of the terms and requirements of this Agreement.

The Union shall be allowed time during working hours to provide and acquaint new employees with the Collective Agreement at a time agreeable to the non-union Supervisor.

8.03 Union Co-operation with Management

The Union undertakes to secure from its officers, stewards and members their co-operation with the Corporation and with all persons representing the Corporation in a non-union supervisory capacity.

8.04 Union Bargaining Committee

The Corporation recognizes a Union collective bargaining committee consisting of six (6) union members who are employees of the Corporation, plus the Local Union President, plus the Union's National Representative. The Union members will be paid for time spent at negotiations with the Corporation, up to and including conciliation.

In the case of bargaining committee members who are "shift workers", and who are scheduled to work an evening shift (during which the majority of hours fall between 4:30 p.m. and midnight) immediately following an 8:30 a.m. to 4:30 p.m. negotiating session, such evening shift will be provided as time off with pay provided the employee can be replaced at straight time rates.

8.05 Management Co-operation with Union

The parties shall meet at least once every two (2) months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement and/or on the request of either party.

The Corporation will supply the Union with a list of dates for Labour Management on or before January 15th. Two weeks prior to the date set for a meeting, either party will supply an Agenda or will give notice of cancellation.

8.06 Contact Information

The Corporation will provide to the Union a list of all the employees in the bargaining unit. This list will include each person's name, job title/classification, department, division, home mailing address, home telephone number and employment status.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

On a monthly basis, usually by the 15th of the month, the Corporation will provide the Union with a report of staffing changes for the previous month.

Article 9 - Grievance Procedure

9.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances fairly and promptly.

9.02 A Management or Union grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where Management, an employee or the Union may have acted unjustly or improperly and an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step No. 1

The aggrieved employee(s) will submit the grievance to their Steward. If the Steward is absent, the employee may submit their grievance to the Grievance Chair or designate. At each Step of the grievance procedure, the grievor shall have the right to be present. If the Steward in consultation with the Grievance Committee considers the grievance to be justified, the Steward shall first seek to settle the dispute orally with the employee's

appropriate non-union Supervisor or designate. The non-union Supervisor or designate shall not consider a grievance where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the non-union Supervisor's or designate's receipt of the grievance. The non-union Supervisor or designate will render a decision within seven (7) working days.

Step No. 2

Failing satisfactory settlement at Step No. 1, the Grievance Chair will submit to the Manager or designate within seven (7) working days following the Step 1 decision, a written statement of the particulars of the grievance and the redress sought. The Manager or their designate shall render their decision within seven (7) working days after receipt of such notice.

Step No. 3

Failing satisfactory settlement at Step No. 2, the Grievance Chair and/or Grievance Committee shall within seven (7) working days following the Step 2 decision submit the grievance to the General Manager or designate. The General Manager or designate will render their decision within seven (7) working days following receipt of such grievance.

Step No. 4

Failing satisfactory settlement at Step No. 3, within ten (10) working days after the decision has been rendered at Step # 3, the employee concerned, together with the Steward and appropriate number of representatives of the Union, will submit to the CAO, or their designate, the written statement of the grievance and the redress sought on a recognized grievance form. The CAO or their designate shall render a decision in writing within ten (10) working days following the presentation of the grievance. Failing a satisfactory settlement being reached at Step # 4, the Union may refer the dispute to Arbitration within thirty (30) working days thereafter, but not later.

The thirty (30) working days shall be calculated as being Monday to Friday, exclusive of Saturdays, Sundays and Statutory Holidays. The thirty (30)

working days shall commence following receipt, by the Union executive, of the written decision.

- 9.03 Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a grievance involves a group of employees, Steps 1 and/or 2 of the grievance procedure may be by-passed.
- 9.04 Replies to grievances, stating reasons, shall be in writing commencing at Step 2.
- 9.05 The time limits in this grievance procedure may be extended by agreement of the parties.
- 9.06 Formal or Technical Objection
No grievance shall be defeated or denied by any formal or technical objection.

Article 10 - Management Grievances

- 10.01 Management may refer a grievance in writing to the Union President and/or appropriate Union Committee within seven (7) working days of the occurrence or circumstances giving rise to the grievance. The Union shall meet with management representatives within seven (7) working days after receipt of the grievance, and thereafter will render a decision within ten (10) working days following such meeting. If the decision is not satisfactory to Management, the grievance may be referred to arbitration as provided for in Article 11 below, within thirty (30) working days after the Union's decision has been rendered.

Article 11 - Arbitration

- 11.01 Both parties agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 9 or 10 above, and which has not been settled, will be referred to a Board of

Arbitration within thirty (30) working days after receiving the response at Step No. 4.

11.02 The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Union and a third person, to act as Chairperson, as chosen by the other two (2) members of the Board.

11.03 Within five (5) working days of the request by either party for the Board, each party shall notify the other in writing of the name of its appointee.

11.04 Should the respective Corporate and Union nominees fail to agree upon a Chairperson within seven (7) working days of notification as contemplated by Clause 11.03 above, either party may request that the Minister of Labour for the Province of Ontario appoint a person to act as Chairperson.

11.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.

Notwithstanding the foregoing, the parties may agree, in writing, that the Board of Arbitration shall consist of a single Arbitrator. In such case the parties shall assume the role of the nominees in selecting/agreeing to the Chairperson.

11.06 The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision, nor give any decision inconsistent with the terms and provisions of this agreement.

11.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairman.

11.08 Should either party disagree as to the meaning of the decision, either party may apply to the Arbitrator, or Chairperson of the Arbitration Board, to reconvene the hearing and/or Board to clarify the decision, which it shall do within three (3) days.

11.09 The time limits fixed in this Article may be extended by the consent of either party.

11.10 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned and/or others as witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Article 12 - Discipline and Discharge

12.01 Prior to the issuance of a suspension or discharge, the employee involved, a Shop Steward and the Union President shall meet with the non-union Supervisor (and other management staff if required) as soon as possible after the incident(s) giving rise to the action to discuss the matter(s) and the employee will be given full opportunity to respond to any allegation(s).

The non-union Supervisor will determine if and to what extent disciplinary action will be taken. All disciplinary action will be taken in the presence of a Shop Steward, unless the employee declines representation. In cases of suspension or discharge, the Union President will also be present.

12.02 Disciplinary action is defined, but limited to:

- a) a recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
- b) a recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
- c) a suspension; or,
- d) a discharge for cause.

12.03 Discipline or discharge grievances shall be processed to Step # 2 of the grievance procedure with a written statement lodged with the Manager within five (5) working days after the employee has received notice of such disciplinary action. Such grievances may be settled by:

- a) confirming management's action; or,
- b) reinstating the employee with full compensation for time lost; or,
- c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

12.04 Personnel File

An employee shall have access to their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.

Article 13 - No Strikes, No Lockouts

13.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lockout.

13.02 Should the Union or Corporation claim that a cessation of work constitutes a strike or lockout, the matter may be taken up pursuant to the grievance procedure.

Article 14 - Protection of Equipment and Property

14.01 The Union will protect equipment and property of the Corporation in case of a strike by the Union by providing Leadhands and Operators to perform any duties necessary to safeguard equipment and property, by ensuring equipment will be returned to the employer's premises before any work stoppage takes place.

Article 15 - Hours of Work

15.01 Regular Hours of Work - Schedule "A" Employees

The regular hours of work for those listed in Schedule "A" shall consist of seven (7) hour tours of duty between the hours of 8:30 a.m. and 4:30 p.m.,

Monday to Friday inclusive, and all departments will be open for business on a continuous basis between these hours.

15.02 Meal Breaks

Schedule "A" Employees

The regular meal break for Schedule "A" employees, unless otherwise specified will be one (1) hour to be taken between 11:30 a.m. and 2:00 p.m.

Schedule "B" Employees

The regular lunch break for Schedule "B" employees, unless otherwise specified or agreed by the parties concerned, shall be a one-half (1/2) hour normally between 12:00 noon and 12:30 p.m.

When necessary to complete a job or secure a job site, the Supervisor or designate may, at their discretion, assign employees to take their one half (1/2) hour lunch break between the hours of 11:30 a.m. and 1:00 p.m.

15.03 Child Care Centre

The regular hours of work in the Child Care Centres shall consist of seven (7) hour tours of duty between the hours of 6:45 a.m. and 6:00 p.m., Monday to Friday inclusive. In addition, employees will take a one (1) hour meal break between the hours of 11:00 a.m. and 2:30 p.m.

15.04 Stores

The regular hours of work for Storekeepers shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. to 4:30 p.m., Monday to Friday inclusive with one (1) hour lunch periods between 11:30 a.m. and 2:00 p.m.

15.05 Landfill Site

Schedule "A"

- a) The regular hours of work for Schedule "A" landfill site employees shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. and 8:00 p.m. The regular days per week shall be five (5) days in any seven (7) day period. Days off shall be consecutive.

Schedule "B"

- b) The regular hours of work for landfill/labour crews shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 8:00 p.m. for work performed during the Monday to Friday period, and an eight (8) hour tour between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays, and 9:00 a.m. to 5:00 p.m. on Sundays. In addition, employees shall take a one-half (1/2) hour meal break. Employees will work five (5) consecutive identical shifts, followed by two (2) consecutive days off. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given to the employees concerned.

15.06 Computer Operators

The regular hours of work for Computer Operators shall be seven (7) hours a day, plus a one (1) hour meal break, Monday to Friday inclusive. Shifts will be on a rotation basis with schedules posted one (1) week in advance.

15.07 Provincial Offences Act (POA) Administrative Clerks

The regular hours of work for POA Administrative Clerk(s) attending out of town satellite court shall consist of seven (7) hours of work. Otherwise the regular hours of work for the Administrative Clerk will be in accordance with Article 15.01 of the Collective Agreement.

15.08 Regular Hours of Work - Schedule "B" Employees

The regular hours of work for those listed in Schedule "B" unless otherwise stipulated, shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 4:30 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive. For the purpose of the foregoing, the work week shall commence on the first shift immediately following an employee's regularly scheduled two (2) consecutive days off.

15.09 Visitor Information Counsellor-Tourism
The regular hours of work for the Visitor Information Counsellor shall consist of five (5) consecutive, seven (7) hour tours of duty between the hours of 8:30 a.m. and 8:30 p.m., followed by two (2) consecutive days off. In addition, employees will take a one (1) hour meal break.

15.10 Accounting and Administration Clerks (Sewer and Water)
The regular hours of work for Accounting and Administration Clerks providing support to the Sewer and Water, North and South sections shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday inclusive.

15.11 Building Attendant (55 Plus Centre)
The regular hours of work for the Building Attendant (55 Plus Centre) shall consist of seven (7) hour tours of duty plus a one-half (1/2) hour meal break, between the hours of 6:30 a.m. and 2:00 p.m., Monday to Friday inclusive.

15.12 Waste and Recyclables Collection
The regular hours of work for waste and recyclables collection crews shall consist of eight (8) hour tours of duty between the hours of 7:00 a.m. and 3:30 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.13 Street Sweeping and Flushing Crews
The regular hours of work for Street Sweeping and Flushing Crews shall consist of five (5) identical eight (8) hour tours of duty between the hours of 4:00 a.m. and 5:00 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive, followed by two (2) consecutive days off. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.14 Sanding and Salting Crews

The regular hours of work for Sanding and Salting Crews shall consist of eight (8) hour tours of duty between the hours of 12:00 midnight and 8:00 a.m., Monday to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.15 Snow Removal Crews

The regular hours of work for Snow Removal Crews shall consist of eight (8) hour tours of duty between the hours of 11:00 p.m. and 8:00 a.m., Monday to Friday inclusive. When it is necessary to change a scheduled snow removal shift under Article 15.15 and the Corporation is unable to provide seven (7) days notice of such change, the employees concerned shall be paid at the rate of time and one-half (1 ½ x) for regular hours worked on the first day of the return to the regular shift outlined under Article 15.08 Regular Hours of Work – Schedule “B” Employees.

15.16 Traffic Marking Crews

The regular hours of work for Traffic Marking Crews during the period May 1st to September 30th, shall consist of eight (8) hour tours of duty between 4:00 a.m. to 2:30 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned. Employees working this shift shall receive shift differential as per clause 17.01 (b).

15.17 Water Treatment Plant

The regular hours of labour for Lead Operator, Industrial Millwright, Industrial Millwright Apprentice, Leadhand Electrician, Plant Electrician, Maintenance and Relief Operator, Operator, Control Technician, Janitor/Handyworker and Environmental Engineering Technician shall be as follows:

- a) Operators - The Regular hours of work shall consist of eight (8) hour tours of duty, inclusive of a one-half (1/2) hour paid meal break, with shifts from 11:30 p.m. to 7:30 a.m.; 7:30 a.m. to 3:30 p.m.; and 3:30 p.m. to 11:30 p.m. Operators shall work five (5) consecutive identical shifts, followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.
- b) Industrial Millwright, Industrial Millwright Apprentice, Lead of Electrical, Plant Electrician, Maintenance and Relief Operator, Control Technician and Environmental Engineering Technician - The regular hours of work shall consist of eight (8) hour tours of duty, plus a one-half (1/2) hour meal break, for five (5) shifts on consecutive days followed by two (2) consecutive days off. There shall be a minimum of eight (8) hours between shifts except as provided for in Section d) and in any event will not be required to work at straight time rates beyond eight (8) hours during any twenty-four (24) hour period.
- c) The regular hours of work for Lead Operator and Janitor/Handyworker shall consist of eight (8) hour tours of duty plus a one-half (1/2) hour meal break, Monday to Friday 7:30 a.m. to 4:00 p.m. inclusive. For the purpose of the foregoing, the work week shall commence on the first shift immediately following an employee's regularly scheduled two (2) consecutive days off.
- d) The regular hours of work for the Environmental Engineering Technician will be as per the Letter of Understanding RE: Schedule "B" Environmental Engineering Technician Water Treatment Plant Ten (10) Hour Shift Rotation.
- e) Maintenance & Relief Operators, who by a change in their regularly scheduled shifts are required to work on their regularly scheduled days off, shall receive the appropriate overtime payment for all work performed on these days.

- f) In cases of sickness, seven (7) hours notice shall be given to the employee who substitutes for the sick employee. If less than seven (7) hours notice is given, then overtime premium rates shall be paid.
- g) When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

For the purpose of the foregoing, tours of duty shall commence at 11:30 p.m., 7:30 a.m. and 3:30 p.m.

15.18 Water Pollution Control Plant

The regular hours of labour for the Lead Operator, Lead of Maintenance, Industrial Millwright, Industrial Millwright Apprentice, Lead of Electrical, Plant Electrician, Operator shall be as follows:

- a) Operators working eight (8) hour shifts – The regular hours of work shall consist of eight (8) hour tours of duty plus one-half (1/2) hour meal break, for five (5) shifts on consecutive days followed by two (2) consecutive days off. Day shifts will be between the hours of 8:00 a.m. and 4:30 p.m., inclusive of a one-half (1/2) hour unpaid meal break.
- b) Operators working twelve (12) hour shifts – The regular hours of work shall be in accordance with the Letter of Understanding Re: Schedule “B” Water Pollution Control Plant (WPCP) Operator Twelve (12) Hour Shift Schedule.
- c) Choice of available shift for Operators shall be as per Article 15.32 Preference of Days Off for Schedule “B” Employees. This will be applied to eight (8) hour shifts and the twelve (12) hour shift schedule.
- d) Lead Operator, Lead of Maintenance, Industrial Millwright, Industrial Millwright Apprentice, Lead of Electrical, Plant Electrician – The regular hours of work shall be in accordance with Article 15.08 Regular Hours of Work - Schedule B Employees. The establishment of a 12:00 a.m. to 8:30 a.m. or a 4:00 p.m. to 12:30 a.m. shift will be in accordance with section e) below.
- e) A 12:00 a.m. to 8:30 a.m. and/or a 4:00 p.m. to 12:30 a.m. shift inclusive of a one-half (1/2) hour unpaid meal break may be implemented to

complete major projects, address circumstances that could shut down the operation and are not in control of the employer and the work must be done outside of normal hours, or to respond to severe incidents related to the treatment or collection of wastewater at the WPCP or the remote pump stations. Overtime rates will apply on the first day of the shift, unless forty-eight (48) hours' notice is provided. At the end of the incident, when operation returns to normal, Management will cancel these additional shifts and return to the normal hours of operation.

15.19 Sewer and Water (Operations & Maintenance) and Contract Project Services

Effective January 1, 2018, employees working at Sewer and Water and Contract Project Services shall be assigned to an eight (8) hour shift. Choice of available shift shall be as per Article 15.32 Preference of Days Off for Schedule "B" Employees within the required classifications. The regular hours of work shall be as follows:

- a) The regular hours of work for all employees shall consist of eight (8) hour tours of duty, plus a one-half (1/2) hour meal break, with shifts from 12:00 a.m. to 8:30 a.m., 8:00 a.m. to 4:30 p.m. and 4:00 p.m. to 12:30 a.m. for five (5) shifts on consecutive days followed by two (2) consecutive days off. There shall be a minimum of eight (8) hours between shifts and in any event will not be required to work at straight time rates beyond eight (8) hours during any twenty-four (24) hour period. The establishment of a 12:00 a.m. to 8:30 a.m. shift shall be in accordance with Section e).
- b) When it is necessary to establish or reschedule shifts, seven (7) days' notice shall be given by the Corporation to the employees concerned.
- c) Employees who by a change in their regularly scheduled shifts are required to work on their regularly scheduled days off, shall receive the appropriate overtime payment for all work performed on these days.
- d) In cases of sickness, seven (7) hours' notice shall be given to the

employee who substitutes for the sick employee. If less than seven (7) hours' notice is given, then overtime premium rates shall be paid.

- e) A 12:00 a.m. to 8:30 a.m. shift may be implemented to complete projects that must be done outside of normal hours or to respond to severe incidents related to the distribution or collection of water/wastewater, or the security of the water/ wastewater system, and with a minimum forty-eight (48) hours' notice, or with as much notice as can be reasonably provided in the case of an emergency. At the end of the incident, when operation returns to normal, Management will cancel these additional shifts and return to the normal hours of operation.
- f) When it is necessary to replace an employee in the Sewer and Water or Contract Project Services sections seven (7) days' notice will be given to the employee concerned.

15.20 Parking Maintenance Workers

The regular hours of work for Parking Maintenance Workers shall consist of eight (8) hour tours of duty between 6:00 a.m. and 2:30 p.m., with one-half (1/2) hour unpaid lunch, Monday to Friday inclusive.

15.21 After Hours Dispatcher

The regular hours of work for After Hours Dispatchers shall consist of eight (8) hour tours of duty on the basis of five (5) tours of work in a seven (7) day period, between the hours of 4:00 p.m. and 12:00 midnight or 12:00 midnight to 8:00 a.m., Sunday through Saturday. An 8:00 a.m. to 4:00 p.m. is required Saturday and Sunday. Where possible, there will be two (2) consecutive days off. There will be a minimum of eight (8) hours between shifts.

15.22 Janitors

The regular hours of work for Janitors shall consist of five (5) consecutive identical shifts in a seven (7) day period generally between the hours of 2:30 p.m. and 10:30 p.m., and 4:00 p.m. and 12:00 midnight. Where existing

shifts differ from these hours, present shifts will remain in effect until the parties mutually agree to revert to "the regular hours of work for Janitors".

15.23 Power Engineers, Fort William Gardens

The regular hours of work for Power Engineers at Fort William Gardens shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. to 4:00 p.m., 4:00 p.m. and 12:00 midnight, and 12:00 midnight to 8:00 a.m.

The Power Engineers shall be required to work five (5) identical consecutive shifts, followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.

15.24 Arenas & Stadia Operator, Fort William Gardens

The regular hours of work for Arenas & Stadia Operator, Fort William Gardens, shall consist of eight (8) hour tours of duty. They shall work five (5) consecutive identical shifts followed by two (2) consecutive days off, for a minimum of sixteen (16) hours between shifts. They will not be required to work at straight time rates beyond eight (8) consecutive hours during any twenty-four (24) hour period.

15.25 Leadhand II Arenas & Stadia Operations and Arena & Stadia Operator

The regular hours of work for Leadhand II Arena & Stadia Operations and Arena & Stadia Operator shall consist of eight (8) hour tours of duty, between the hours of 8:00 a.m. to 5:00 p.m. and 5:00 p.m. to 1:00 a.m. Employees will be required to work five (5) consecutive shifts followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.

15.26 Other Parks and/or Recreation Workers

The regular hours of work for other Parks & Recreation shift employees shall consist of eight (8) hour tours of duty. Shifts shall be for no less than five (5) consecutive days on identical shifts, followed by two (2) consecutive days off. There will be sixteen (16) hours between tours of duty.

- 15.27 Outdoor Rinks
The hours of work for outdoor rinks shall be five (5) shifts on consecutive days at eight (8) hours each, Sunday through Saturday, with two (2) consecutive days off.

- 15.28 Changing Shifts - Parks and/or Recreation Workers
When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

- 15.29 Marina Personnel
The regular hours of work for the Marina Personnel shall consist of twelve (12) hour shifts, from 9:00 a.m. to 9:00 p.m. each day. There shall be two (2) or three (3) consecutive twelve (12) hour shifts either days or nights, followed by two (2) or three (3) consecutive twelve (12) hour shifts either days or nights off. (Seven (7) twelve (12) hour shifts each fourteen (14) days).

- 15.30 Leadhand - Aquatic Operations, Maintenance Person – Aquatic Operations
See Letter of Understanding RE: Schedule “B” Aquatics Operations – Ten (10) Hour Shift Rotation Schedule.

- 15.31 Municipal Enforcement Services
The regular hours of work for full-time Schedule “A” Municipal Enforcement Services employees, except Animal Care Attendants and Dispatch Clerks, shall consist of ten (10) hour tours of duty plus a one (1) hour unpaid meal break, between the hours of 8:30 a.m. and 12:00 midnight. The normal regular hours in a bi-weekly work period shall consist of seventy (70) hours. The bi-weekly work period shall consist of four (4) ten (10) hour tours of duty in a seven (7) day period (Sunday to Saturday) followed by three (3) ten (10) hour tours of duty in a seven (7) day period (Sunday to Saturday). The shifts may not be consecutive and may be either a day or evening shift. There shall be a minimum of two (2) consecutive days off in each seven (7) day period. There shall be a minimum of eight (8) hours off between shifts.

When it is necessary to establish or reschedule shifts, seven (7) days' notice shall be given by the Corporation to the employee concerned.

The regular hours of work for full-time Schedule "A" Municipal Enforcement Services Dispatch Clerks shall consist of seven (7) hour tours of duty between the hours of 8:30 a.m. and 12:00 midnight plus a one (1) hour unpaid meal break. The regular work week shall be five (5) consecutive working days followed by two consecutive days off. There shall be a minimum of eight (8) hours off between shifts. When it is necessary to establish or reschedule shifts, seven (7) days' notice shall be given by the Corporation to the employees concerned.

The full-time Animal Care Attendant will work a Monday to Friday shift rotation from 8:00 a.m. to 5:00 p.m., inclusive of a one (1) hour unpaid meal break. The employees will not normally be required to work on weekends or Statutory Holidays. The part-time Animal Care Attendants will work on the weekends and Statutory Holidays, sharing available work in an equitable manner. Should these employees not be available to work, other trained, part-time employees may be offered the available work. These shifts will be from 8:00 a.m. to 4:30 p.m., inclusive of a one-half (1/2) hour unpaid meal break.

15.32 Preference of Days Off for Schedule "B" Employees

Seniority shall determine preference of days off subject only to ability to perform the requirements of the job.

15.33 Changes in Hours of Work

It is agreed that the hours of work set forth under this Article can be adjusted on the agreement of the parties during the lifetime of this Agreement.

15.34 Assignment to Outdoor Rinks and Indoor Arenas

Parks employees assigned to outdoor rinks and indoor arenas will be given the opportunity to work eighty (80) hours in the bi-weekly period when these facilities close or start up. Work performed to make up the eighty (80) hours

will be paid at straight time rates. This is not to be considered to be a guarantee of Hours of Work. There will be no Premium Pay at the start up of the Outdoor Rinks and Indoor Arenas.

15.35 Relief, Seasonal, Temporary and Part Time Staff

The hours of work for persons employed pursuant to the Letters of Understanding are outlined below. Nothing in this Article is to be construed as a guarantee of available work.

- a) Daily work schedules for Relief, Seasonal, and Temporary employees will be as outlined for their classifications in this Article.
- b) Relief employees may work less than the standard number of full-time shifts per week and, upon agreement of the parties, less than the standard number of full-time hours per shift.
- c) Seasonal and Temporary employees will normally work the standard number of full-time shifts per week, and the standard number of full-time hours per shift, during their period of employment, unless otherwise agreed to by the parties.
- d) Part-time Animal Care Attendants may fill in for absent full-time employees in the regular full-time work cycle as provided for in this article, or work a predetermined year round work schedule of twenty-four (24) hours per week or less.

Article 16 - Overtime

16.01 Overtime Rates

- a) Schedule "A" Employees - Authorized overtime in excess of the regular hours of work for Schedule "A" classifications shall be paid for at the rate of time and one-half (1 - 1/2X) for the first three (3) hours worked in a day and double time (2X) for each consecutive hour worked thereafter; time and one-half (1 - 1/2X) for the first four (4) hours and double time (2X) thereafter on the sixth (6) consecutive day worked (normally Saturday); and double time (2X) on the seventh (7th) consecutive day worked (normally Sunday).

- b) Schedule "B" Employees - Authorized overtime for Schedule "B" employees (excluding Animal Care Attendants) shall be paid for at the rate of double time (2X) for any work performed in the twelve (12) hour period immediately preceding their regularly scheduled tour of duty and at the rate of time and one-half (1 - 1/2X) for any work performed following the completion of their regular tour of duty. All employees shall be paid at the rate of time and one-half (1 - 1/2X) for work performed on the sixth (6th) day of their regular work week and double time (2X) for work performed on the seventh (7th) day of their regular work week. (For the purpose of the foregoing, double time on the fifth (5th) and sixth (6th) day shall be paid in the same manner as that paid immediately prior to the regularly scheduled tour of duty on the fifth (5th) day.)

Example – based on employee working 8:00 a.m. to 4:30 p.m. shift.

	DAY1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
8 a.m. – 4:30	1X	1X	1X	1X	1X	1.5X	2X
4:30 – 8 p.m.	1.5 X	1.5X	1.5X	1.5X	1.5X	1.5X	2X
8 p.m. – 8 a.m.	2X	2X	2X	2X	2X	2X	2X

- c) Animal Care Attendant - Notwithstanding Article 16, Clause 16.01 (b), authorized overtime for full-time employees (and any replacements thereof who work the full-time cycle) shall be paid for at the rate of time and one-half (1 - 1/2X) for all time worked before or after the regular work day and/or the regular work week. If a full-time employee (or replacement as described above) is required to work on each day of what would have been two (2) consecutive days off, time worked on the second consecutive day off will be paid at the rate of double time (2X). If a full-time employee (or replacement as described above) is required to work on each day of what would have been three (3) consecutive days off, time worked on such second and third days will be paid at double time (2X).

d) Distribution

Except in the case of emergency, overtime shall be distributed in an equitable manner amongst those regular employees qualified and available to perform the required work and it is agreed that no employee shall be required to work overtime or a double shift against their wishes when other qualified employees normally performing such duties within their division/section or designated area are available and willing to perform the required work.

Notwithstanding the above, any employee employed at the relevant work site or with the relevant piece of equipment may be assigned up to five (5) hours of unscheduled "tag end" overtime each seven (7) day work week.

Note: The Corporation will supply the Union with a list of "divisions or designated work areas", for discussion and agreement. Pending same, current practices will continue to apply.

16.02 Banked Time

Employees shall be given the option of choosing overtime pay or equivalent time off in lieu of overtime, up to an aggregate annual maximum of:

- a) ten (10) working days in the case of Schedule "A" employees;
- b) forty (40) hours in the case of Schedule "B" employees; and,
- c) ten (10) working days in the case of Animal Care Attendant employees.

Time off in lieu of overtime must be taken, unless otherwise mutually agreed, within a three (3) month period immediately following such overtime, at a time agreeable between the employee and the non- union Supervisor. The employee shall signify their intention to bank time immediately upon completion of the overtime worked. Unless otherwise mutually agreed, any banked time left on December 31, each year must be either scheduled or paid out by January 31 of the following year.

16.03 Meal Allowance

When an employee is required to work overtime beyond one (1) hour after a full tour of duty, when no prior notice of overtime has been given, the employee will be given a hot meal and time to eat it OR will be reimbursed up to \$10.00 (ten dollars) for a purchased "morning" meal or \$15.00 (fifteen dollars) for a purchased "evening" meal along with a twenty (20) minute paid meal break. The above will apply again for each consecutive four (4) hours of overtime worked after the preceding meal break(s).

If an employee is working in conjunction with an outside contractor and the contractor elects to continue working through the period an employee would normally have their overtime lunch break, the employee will continue working until a lunch break is called or until five (5) hours has elapsed since their last lunch break, whichever occurs first. An employee given proper notice shall be allowed time to eat their lunch.

16.04 Call-Out

An employee who is called back outside their standard hours other than for scheduled overtime work, shall be paid either:

- a) a minimum of half of a full-shift (of up to four (4) hours); or,
- b) at the applicable overtime rate for the time worked on the call-back, whichever is greater.

16.05 Stand-By - Schedule "B" Employees

- a) The Corporation will supply suitable communication devices to employees while on standby.
- b) Effective for the 2025 stand-by schedules, Schedule "B" standby periods, will be from 4:30 p.m. on the designated start day to the same day of the following week at 4:30 p.m. and will be paid at the rate of two (2) hours at straight time seven (7) days a week between the hours of 4:30 p.m. and 8:00 a.m. and in addition six (6) hours standby at straight time rates shall be paid on Saturdays and Sundays between the hours of 8:00 a.m. and 4:30

p.m. Standby is paid at the employee's regular classification rate of pay. An employee who is called out on standby shall be paid either:

- i) a minimum of two (2) hours at their regular classification rate at straight time; or,
- ii) at the applicable overtime rate for the time worked on the call-out, whichever is greater.

c) Stand-by Sewer and Water

Effective May 28, 2012, Sewer and Water employees while on stand-by or called out while on stand-by in accordance 16.05 b) will be paid at the Turnkey classification rate of pay or their classification rate of pay, whichever is greater. An employee who is called out on stand-by shall be paid either:

- i) a minimum of two (2) hours at the Turnkey classification rate of pay or their regular classification rate at straight time, whichever is greater; or,
- ii) at the applicable overtime rate for the time worked on the call-out, whichever is greater.

16.06 An employee reporting for work and sent home due to adverse weather conditions shall be paid the minimum compensation of four (4) hours at straight time rates.

16.07 Layovers - (Effective June 18, 2001)

When employees travel to out of town employer required mandatory training and are required to layover on a Saturday night and the following Sunday that would normally be their regular day off, they shall receive a day off in lieu.

Article 17 - Shift Premium

17.01 a) Schedule "A" Employees

Effective January 1, 2023, in the case of Schedule "A" classifications, a shift premium of \$1.00 per hour shall be payable to employees where the

majority of their hours worked falls between the hours of 6:00 p.m. and 6:00 a.m. This shift premium shall not be payable when the overtime rate is in effect. The provisions of this clause do not apply to Building Maintenance Personnel.

b) Schedule "B" Employees

Effective January 1, 2023, in the case of Schedule "B" classifications a shift premium of one dollar (\$1.00) per hour, will be payable to the following groups of employees for hours regularly worked outside of the normal daily work schedule but will not be payable when the overtime rate is in effect;

- a) Street Sweeping and Flushing Crews;
- b) Sanding and Salting Crews;
- c) Snow Removal Crews - to commence on the second day of snow removal operations. Overtime rates will apply on the first day of snow removal operations;
- d) Water Treatment Plant Operators;
- e) Mechanics and Helpers;
- f) Indoor Rinks;
- g) Landfill Site crews;
- h) Golf Course Workers;
- i) Outdoor Rink Caretakers;
- j) Canada Games Complex Employees;
- k) Volunteer Pool Employees;
- l) Parking Maintenance Workers;
- m) Sewer and Water (Operations and Maintenance) and Sewer and Water (Construction) employees working the 12:00 a.m. to 8:30 a.m. shift or the 3:30 p.m. to 12:00 a.m. shift.
- n) Foot Patrol

- c) The provisions of this Article apply to Relief, Seasonal, Temporary and Part-time employees hired pursuant to the Letters of Understanding in affected classifications.

Article 18 - Vacations With Pay

18.01 Vacation Entitlement

- a) All employees with one (1) year or more of continuous service will be entitled to ten (10) working days annual vacation with pay.
- b) All employees with two (2) years or more of continuous service will be entitled to fifteen (15) working days annual vacation with pay.
- c) All employees with eight (8) years or more of continuous service will be entitled to twenty (20) working days annual vacation with pay.
- d) All employees with sixteen (16) years or more of continuous service will be entitled to twenty-five (25) working days annual vacation with pay.

All employees with sixteen (16) years or more of continuous service shall, in addition to the annual vacation set forth in Article 18, Clause 18.01 (d) above, will be entitled to one (1) additional day for each year of continuous service beyond sixteen (16) years of continuous service to a maximum of ten (10) additional days vacation, e.g.

Years of Continuous Service	Working Days Annual Vacation	Additional Vacation Days
17	25	1
18	25	2
19	25	3
20	25	4
21	25	5
22	25	6
23	25	7
24	25	8
25	25	9
26	25	10

18.02 Relief, Seasonal, Temporary and Part-time employees employed pursuant to the Letters of Understanding will receive 4% vacation pay each pay period as payment for time off in accordance with vacation entitlement provisions of the Employment Standards Act.

If a Relief, Seasonal, Temporary or Part-time employee obtains a full-time position, the 4% vacation pay will cease on the date the employee starts in the full-time position and service for the purpose of calculating vacation entitlement will be the same as the seniority date established for the employee, but not more than one (1) year prior to being appointed to the full-time position. It is understood that pay for the first set of vacation entitlements provided pursuant to the full-time vacation entitlement will be reduced by the four per cent (4%) vacation pay paid in the year previous to the date upon which full-time employment commences.

18.03 Terminated Employees - less than one (1) year

Employees terminated with less than one (1) year of continuous service will be paid in accordance with the Employment Standards Act.

18.04 An employee who has completed more than one year of continuous service and who has ceased to be employed shall receive vacation pay on a pro-rated basis.

18.05 Vacation Pay - While Working in a Higher Paid Classification

Schedule "B" employees who work in a higher classification for five (5) consecutive days or more immediately preceding their annual vacation shall receive annual vacation pay in accordance with the rate attached to the higher classification.

18.06 Choice of Vacation Period

An employee having three (3) or more weeks of vacation entitlement shall be entitled to receive a minimum of three (3) of those weeks in an unbroken period. Seniority shall prevail in choice of this vacation period. All vacations shall be taken at a time agreed upon between the employee and their supervisor.

18.07 Vacation Schedules

a) Schedule "A" Employees

Vacations shall be taken at a time agreed upon between the employee and their supervisor and in each year vacation schedules shall be posted by the first working day in January and employees shall indicate their preference of vacations in order of seniority by March 1st. The completed schedule shall be posted by March 15th. Employees having three (3) or more weeks of vacation entitlement shall be entitled to receive a minimum of three (3) weeks in an unbroken period during July and August, if permitted by and in accordance with vacation regulations of the department.

b) Schedule "B" Employees

In each year vacation schedules shall be posted by January 15, and all employees shall indicate their preference as to vacation periods prior to April 1st. The completed schedule shall be posted by May 1st. Any employees not making their vacation choice by April 1st shall have their vacation scheduled at the discretion of Management. Employees having three (3) or more weeks of vacation entitlement shall be entitled to receive a minimum of three (3) weeks in an unbroken period during July and August, if permitted by and in accordance with vacation regulations of the department.

c) Any Schedule "A" employee not making their choice by March 1st, or any Schedule "B" employee not making their choice by April 1st, shall forfeit the right of choice by seniority and vacation shall be scheduled at the discretion of management. Vacations not used by December 31st because of illness or Workers Safety and Insurance may be paid out on December 31st, or may be rescheduled during the following months of January or February, at the discretion of management.

18.08 When an employee is qualified to receive paid sick leave or Workers Safety and Insurance substantiated by a Doctor's certificate, bereavement leave with pay, or any other approved leave with pay during their period of vacation, there shall be no deduction from vacation credits for such

absence. The days of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

18.09 Pro-Rating Vacations

For the purpose of Article 18, pay for annual vacation will be reduced proportionately by the extent to which an employee was on unpaid leave of absence as per Article 23, Clause 23.01 beyond one (1) calendar month, or Union leave beyond two (2) calendar months, or laid off beyond two (2) calendar months, and for each continuous calendar month thereafter, during the previous twelve (12) month period for which vacation entitlement was earned.

Article 19 - Statutory Holidays

19.01 Paid Holidays

The following Statutory Holidays, regardless of when they fall, will be granted with pay to all employees who have completed thirty (30) calendar days of continuous service

Easter Monday	Good Friday
Canada Day	Victoria Day
Labour Day	Civic Holiday
Remembrance Day	Thanksgiving Day
Christmas Day	Half Day (1/2) before Christmas
New Year's Day	Half Day (1/2) day before New Years
Boxing Day	Family Day
Truth and Reconciliation Day	

and, any other Statutory Holiday proclaimed by the Federal or Provincial Government.

19.02 Rate of Pay for Holiday

Payment for such holidays shall be based on the rate being paid to an employee on the regular work day immediately preceding a Statutory Holiday.

19.03 Holiday Deemed to be Paid

Employees on STD, LTD or WSIB will not be paid Statutory Holiday pay. Employees on unpaid leaves of absence or EI Sick Leave benefits beyond one (1) calendar month will not be paid Statutory Holiday pay.

19.04 Compensation for Working on the Holiday

a) Schedule "A" Employees

If an employee works on one of the above-named Statutory Holidays, the employee shall receive pay for the day, plus payment at double time for the hours actually worked or equivalent time off with pay in lieu thereof. It is agreed that time off will be taken within the three (3) month period immediately following the statutory holiday.

b) Schedule "B" Employees

Schedule "B" Employees, except those covered under the provisions of Article 19, Clause 19.09, required to work on an above-named Statutory Holiday shall receive pay at double time for the hours actually worked and pay for the day or a day off with pay in lieu of the Statutory Holiday. Lieu days may be allowed to accumulate and may be taken in blocks of five (5) days within a three (3) month period following the accumulation. Where the required work is less than eight (8) hours, the employee shall receive the overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

c) Lieu time will be taken at a time agreeable between the employee and the supervisor.

19.05 Working Day Before and Day After

In order to be entitled to payment for a Statutory Holiday, an employee must work all of their last regularly scheduled day of work before the Statutory Holiday and all of their regular scheduled day of work after the Statutory Holiday, unless the employee is ill, on authorized vacation or an authorized leave of absence.

19.06 When any of the above-named Statutory Holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time agreed upon between the employee and the employer. Should Christmas or New Years' Day fall on a Sunday or Monday, time off in lieu of the half (1/2) day before Christmas and New Year's Day will be provided.

19.07 When one of the above-named Statutory Holidays falls during an employee's approved vacation period, they shall be allowed an extra day's vacation.

19.08 Holidays Falling on Saturday or Sunday

When any of the above-named Statutory Holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement other than for shift workers who shall observe and be paid for the holiday on the day that it falls.

19.09 Garbage Pick-Up on Holiday

It is agreed that, if garbage is to be picked up on a Statutory Holiday, employees will be paid in accordance with the provisions of Article 19, Clause 19.04 (b) or in lieu thereof be granted two (2) days off, if required to work a full shift on a Statutory Holiday.

19.10 Statutory Holiday Pay – Relief Employees

Effective January 1, 2013, notwithstanding any other provision in the Collective Agreement or any Letter of Understanding, pay for statutory holidays listed in Article 19.01 for employees working in relief positions listed below shall be calculated in accordance with the provisions of the Employment Standards Act, replicating the “eligibility” requirements and “pay for the day” calculations.

Relief (After-Hours Dispatcher)
Relief Patrol Worker – Loch Lomond (Line Patrol – Loch Lomond)
Relief Foot Patrol Workers
Relief Power Engineer (Fort William Gardens)
Relief Park Worker
Relief Arena & Stadia Operators

Relief Equipment Operation IV Sanitation (Waste & Recyclables)
Relief Maintenance Person – Canada Games Complex/Community Aquatics
Early Childhood Educator employees working casual (temporary)
Relief Operator Water Pollution Control Plant (WPCP)

Article 20 - Seniority

20.01 a) Definition

Seniority, as applicable to all employees covered by this agreement, shall mean length of service under jurisdiction of this or another CUPE bargaining unit while employed for the Corporation of the City of Thunder Bay, subject to completion of the probationary period, and commencing from the first day of employment under CUPE jurisdiction.

- b) Relief, Seasonal, Temporary, and Part-time employees hired pursuant to the Letters of Understanding will not accumulate seniority, but will accumulate service from their original date of hire for the purpose of bidding on any posted vacancy. For the purpose of bidding on posted positions, such "bidding seniority" will be of equal standing with regular seniority as defined in part (a) above. Bidding seniority will be pro-rated to equivalent full-time days worked, i.e. two hundred and sixty (260) days of work will equal one year of bidding seniority and/or service. Employees who are terminated and subsequently rehired, within twelve (12) months from termination, shall have their previously accumulated bidding seniority restored.

20.02 Commencement

- a) Seniority and service credits shall commence from the first day of employment under jurisdiction of this or a prior CUPE bargaining unit, subject to completing the probationary period. However, service credits acquired by employees while employed in other City employee groups will be retained for the purpose of Vacation entitlement, OMERS, Health and Welfare benefits, and Sick Leave payouts.
- b) Relief, Seasonal, Temporary, and Part-time employees hired pursuant to the Letters of Understanding, who obtain full-time employment and complete the probationary period in Article 22, Clause 22.05, will then obtain seniority.

However, Relief, Seasonal, Temporary and Part-time employees who bid into posted full-time positions within their current classification and same Section, having already passed the probationary period pursuant to Article IV, Clause 4.01, shall be deemed to have completed the probationary period pursuant to Article 22, Clause 22.05, and will then obtain seniority. The seniority date will initially be established on the basis of the date of appointment into the full-time position, then retroactively adjusted so as to provide full credit for previously accumulated "bidding seniority" as calculated and provided for in Article 20, Clause 20.01 (b) above.

("Retroactive" seniority no longer limited to one (1) year from appointment into a full-time position. Corporation willing to recalculate dates for current full-time employees hired into full-time positions after January 1, 1990, if the information can be made available, with such recalculation applicable after the signing of the collective agreement. However, notwithstanding anything else contained in this agreement, the earliest that anyone will receive credit for back bidding seniority is to January 1, 1990.)

20.03 Seniority Lists

A revised seniority list shall be forwarded to the Union Secretary and posted on all bulletin boards by April 1st of each year and October 1st of each year. Challenges and corrections may be made within thirty (30) days of posting each year.

20.04 Accumulation of Seniority

Seniority will accumulate at all times, but will not accumulate and an employee will cease to be employed when the employee:

- a) voluntarily quits their employment with the Corporation;
- b) is discharged or terminated and is not reinstated through the grievance procedure or arbitration;

- c) fails to report for work without acceptable excuse within five (5) working days after being notified by registered mail by the Corporation following a layoff;
- d) fails to return to work upon termination of an authorized leave of absence unless a reason acceptable to the Corporation is given;
- e) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing;
- f) is off the payroll due to layoff for a period in excess of twenty-four (24) months.

20.05 A regular employee with seniority who obtains a Relief, Seasonal, Temporary or Part-time position will continue to accumulate seniority in the normal fashion.

20.06 In the event an employee covered by this Agreement is placed into a position beyond the scope of this agreement and later returns back to a position within the scope of this agreement, such employee shall retain the seniority and service previously acquired and shall have added thereto the seniority and service accumulated while serving in such position outside the agreement, provided the employee concerned returns to a position within the scope of this agreement within a period of six (6) months, or in the case of temporary placements caused by illness, injury, or Maternity or Parental leave, within a period of twelve (12) months.

20.07 Employees hired pursuant to Government subsidized programs shall retain seniority rights only if they are transferred as labourers into the Corporation in which case seniority will revert to the original date of hire.

Article 21 - Layoffs & Recalls

21.01 a) Notice of Layoff

The Corporation will notify employees two (2) working days prior to a scheduled layoff provided the employees affected have completed five (5)

continuous working days of employment. In other instances, notice of layoff will depend on service as follows:

3 months or more, less than 1 year	= 1 week of notice
1 year or more, less than 3 years	= 2 weeks notice
3 years or more, less than 4 years	= 3 weeks notice
4 years or more, less than 5 years	= 4 weeks notice
5 years or more, less than 6 years	= 5 weeks notice
6 years or more, less than 7 years	= 6 weeks notice
7 years or more, less than 8 years	= 7 weeks notice
8 years or more,	= 8 weeks notice

b) Alleviating Layoffs

In order to attempt to alleviate a layoff whenever a temporary shortage of work occurs in a classification, the Corporation may assign employees in reverse order of seniority to perform the duties of a lower paid job, but shall pay the classified employee their regular classified rate of pay while performing those other duties, regardless of the requirements of Article 22.

21.02 Applicable to Schedule "A" Employees

- a) No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to perform the available work.
- b) In the event of a layoff, an employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified and medically capable to perform the work of the less senior employee.
- c) Employees shall be recalled in the order of their seniority provided they are qualified and medically capable to perform the available work.

21.03 Applicable to Schedule "B" Employees

- a) No employee will be hired until those laid off have been given an opportunity of re-employment subject to the conditions set forth in part (b) and (c) below.
- b) In the event of a layoff, employees shall be laid off in reverse order of seniority. An employee about to be laid off may bump:

- i) into a classification where there are employees with less seniority provided the employee about to be laid off has successfully completed the probationary period as provided for in Article 4 or Article 22; or,
 - ii) into a labourer classification where there are employees with less seniority.
- c) In the event of a layoff of more than six (6) months, or when it becomes known that the layoff will exceed six (6) months, an employee may bump as described in part (b) above, or if unable, may bump lateral or downward into a classification where there are employees with less seniority providing the employee facing layoff is:
 - i) fully qualified in relation to the posted requirements; and,
 - ii) has demonstrated proficiency in performing tasks similar to those required in the classification sought.
- d) When an employee bumps into a classification where there are employees with less seniority, the junior employee within the classification will be laid off (subject to parts (b) and (c) above).
- e) Employees shall be recalled in the order of their seniority.

21.04 It shall be the duty of each employee to notify the Corporation and the Union promptly of any change in address and telephone number. If an employee fails to do so, the Corporation and the Union will not be responsible for failure of a notice to reach such employee.

21.05 Employees will normally attempt to exercise layoff and recall rights within their own schedule of occupations. If an employee does not bump into another position pursuant to their own Schedule, the employee may exercise bumping rights in accordance with and pursuant to the provisions of the other Schedule. If an employee has not been recalled pursuant to their own Schedule, the employee may be recalled to another position in accordance with and pursuant to the provisions of the other Schedule.

In addition to complying with the provisions of the Schedule, an employee who crosses over in this fashion must be medically capable to perform the work of the classification sought.

Article 22 - Promotions & Vacancies

22.01 Posting of Vacancies

All vacancies, unless otherwise specified in the Letters of Understanding attached hereto and forming part of this agreement, shall be posted for at least seven (7) working days and shall appear on the pay cheque stub, prior to the closing date.

Effective six (6) weeks following ratification of the Collective Agreement by both parties, all vacancies, unless otherwise specified in the Letters of Understanding attached hereto and forming part of this agreement, shall be posted for a least seven (7) working days prior to the closing date.

22.02 Information in Postings

Position postings shall show:

- a) position title and number of vacancies;
- b) salary range or rate;
- c) position description and qualifications;
- d) hours of work and nature of shifts;
- e) special conditions of employment.

22.03 Filling Vacancies

Outside applicants shall not be considered until present employees have had the opportunity to apply for and/or obtain the vacancy in accordance with the provisions of Article 22, Clause 22.04 and/or Clause 22.05. Nothing herein shall prevent the Corporation from hiring persons from outside the bargaining unit when a successful applicant cannot be found from inside the bargaining unit. Any posted vacancy can be filled at the discretion of the Corporation on a temporary basis pending completion of the posting procedure. It is agreed that any decision or confirmation on the appointment

or non-appointment of an applicant, if from within the bargaining unit, will normally be made within fifteen (15) working days following closing of applications. In cases where a promoted employee is delayed from starting in the new position, the appropriate rate of pay for the new position will be paid commencing four (4) weeks after the offered position is accepted, unless a grievance is in progress.

22.04 Criteria for Determining Successful Applicant

It is generally agreed that both parties recognize the principle of promotion within the civic service. Therefore in considering staff changes, transfers or promotions, both full-time and temporary, preference will be given according to seniority provided that skill, competence, efficiency, and reliability of the applicants meet the qualifications set forth in the position description.

22.05 Probationary Period

Schedule "A" Employees

For classifications in Schedule "A", employees appointed to positions in Groups 2, 3, 4, 5, 6, 7 and 8 under Article 22, Clause 22.04 shall serve a trial period of sixty-five (65) working days, during which time the employee may return, or be returned to their previous position and salary rate, without loss of seniority or benefits. Employees in Groups 9, 10, 11, and 12 appointed to positions under Article 22, Clause 22.04 shall serve a trial period of eighty-five (85) working days, during which time the employee may return, or be returned to their previous position and salary rate, without loss of seniority or benefits. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary rate, without loss of seniority or benefits.

Schedule "B" Employees

For classifications in Schedule "B", employees recommended for appointment to positions in response to job postings shall be given up to ten (10) days training time in which to determine their suitability and capability prior to retaining them on the probationary period, and if they fail to do so,

shall be returned to their former positions without loss of seniority. Employees wishing to do so may revert to their former position within a thirty (30) working day period following commencement in the position. Those employees who successfully complete the training period shall be appointed to the position subject to satisfactory completion of the probationary period of fifty-five (55) working days. Employees failing to satisfactorily complete the probationary period shall be returned to their former position without loss of seniority or benefits.

22.06 Re-Posting Vacancies

Should no successful applicant be found within forty (40) working days of the job application closing date, the vacancy will be reposted if it is to be filled.

If the successful applicant vacates the position, prior to reposting, the Corporation may return to the original applicant list for a period of three months from the date the first successful applicant started in the position.

22.07 Period to Accept or Not

The successful applicant will be allowed two (2) full working days in which to accept or reject the position offered.

Article 23 - Leaves of Absence

23.01 The Corporation shall grant a leave of absence without pay if an employee requests it in writing from the non-union Supervisor or designate and if such leave is for good reason and does not unreasonably interfere with efficient operations.

23.02 a) The Corporation shall grant a leave of absence with pay to an employee elected or appointed to represent the Union on matters regarding the Corporation and the Union, or to represent the Union at a conference,

convention or other related business. It is agreed that the Corporation will bill the Union for this time plus administration charges.

The parties agree that the Union President's leave will be governed by the provisions of Article 23.02 on the understanding that the Union will be billed 100% for the cost of normal gross straight time pay plus an additional 18% administration and benefit charge.

23.02 b) During the period of leave of absence, the Union President may exercise their bidding rights with respect to vacant positions that are posted during the President's leave. In exercising this right, the President, if determined to be the successful applicant, will be awarded the position and applicable pay rate in accordance with Article 36. The rate of pay for the new position will be effective two weeks after the Union President accepts the job offer. The probationary requirements of the position as defined in Article 22.05 of the Collective Agreement must be fulfilled in order to establish seniority rights to the position:

- i) when the President returns to active status from leave; or
- ii) prior to a layoff; or
- iii) prior to bidding on any other subsequent vacant positions.

23.03 Any employee who is elected or selected for a full-time position with the Union, or is elected to public office, shall be granted a leave of absence without pay and without loss of seniority by the Employer for a period of up to two (2) years. Such leave may be renewed each year, on request, during the term of office.

23.04 Any representative with the Union who is in the employ of the Employer shall, while attending meetings with the employer held within working hours, do so without loss of remuneration for all such meetings called by the Employer.

Twenty (20) working days leave with pay will be allowed each calendar year for Union training leave or for attendance at meetings of the National and Ontario Divisions of CUPE, and Canadian Labour Congress and the Ontario Federation of Labour.

- 23.05 a) Pregnancy, parental and adoption leave shall be considered a right as per the Employment Standards Act.

Where the duties of a pregnant employee's position cannot reasonably be performed by the employee, or the work is materially affected by the pregnancy or working conditions are found hazardous to the unborn child or pregnant employee, the Employer shall require the employee may commence a leave of absence pursuant to the provisions of the Employment Standards Act. However, on request an employee shall be transferred laterally or downward if all of the following conditions are met:

- a) the need to fill a vacancy exists;
- b) the employee is fully qualified;
- c) the employee is able to perform the work immediately without training;
- d) the employee is otherwise entitled to by virtue of seniority.

Thereafter, upon return from pregnancy, parental or adoption leave, the employee will be returned to their original position. If the original position no longer exists, then a placement will be made in accordance with the collective agreement's "bumping" procedures and/or the Employment Standards Act.

23.05 b) Sub Pregnancy Leave Plan

Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Corporation's Supplemental Unemployment Benefit Plan (SUB), a full-time "Schedule A", full-time "Schedule B", and permanent part-time Early Childhood Educator I employee who is on pregnancy leave and who is in receipt of Employment Insurance Maternity benefits pursuant to the Employment Insurance Act shall be paid a supplemental employment

benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of the employee's regular weekly earnings and the sum of their weekly employment insurance benefits and other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Corporation of the

computer report from the Commission to verify that the employees are receiving EI benefits or other earnings.

- 23.05 c) The Corporation may grant an extended leave without pay or benefits for a period of up to three (3) months provided that such leave is for good reason and does not unreasonably interfere with efficient operations.

Article 24 - Medical, Hospital, Dental & Group Life Insurance Plans

24.01 EHC and Dental

The Corporation agrees to contribute one hundred per cent (100%) of the billed premiums covering the following plans for all employees on the payroll who are eligible to enrol under the regulations of the aforesaid plans.

- a) semi-private ward accommodation (effective on the first day of the third continuous month of employment);
- b) Blue Cross Extended Health Care benefits, or equivalent, on the basis of \$10.00 - \$20.00 deductible (effective on the first day of the seventh continuous month of employment);
- c) Blue Cross Dental Plan No. 9 benefits, or equivalent, payable on the basis of the previous years' O.D.A. schedule (effective on the first day of the seventh continuous month of employment).

24.02 The Corporation agrees to contribute to the costs for replacement or repair of dentures for an employee on a 50/50 shared basis up to a maximum of three hundred dollars (\$300.00) in any one year (effective on the first day of the seventh continuous month of employment). This will apply to all employees on the payroll who are eligible to enrol in the plan.

24.03 Group Life Insurance

The Corporation agrees to contribute one hundred per cent (100%) of the billed premiums covering the Group Life Insurance Plan for all employees eligible to enrol in the plan commencing on the first day of the thirteenth continuous month of employment.

24.04 Vision Care

Effective the 1st day of the third (3rd) month following ratification by both parties, in lieu of employment insurance rebate for sick leave plan provisions, the Corporation shall contribute 100% of the billed premium for,

or cover the cost of, eyeglasses (including frames and /or lenses, repairs and contact lenses) up to a total amount of three hundred dollars (\$300.00), that can be used towards the cost of eye exams, per person (employee spouse and dependent children) in a period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, commencing on the first day of the seventh month of employment. Sunglasses or eyeglasses for cosmetic purposes are not included.

24.05 Extended Health Care

Effective the first (1st) day of the third (3rd) month following ratification by both parties, paramedical coverage reimbursement for massage and chiropractor combined is a maximum of three hundred fifty dollars (\$350.00) per year and effective January 1, 2024, psychological services (psychologist, social workers, psychotherapists) for active employees to a maximum of two thousand dollars (\$2000.00) combined per year.

24.05 a) Participation in Plans

All employees as a condition of employment shall participate in the above plans and will be subject to the following conditions:

Effective December 12, 2006, the provision of the benefit plans referenced in Articles 24.01, 24.02, 24.03, 24.04, and 24.06 d) will cease and/or will not be available to an employee, as the case may be, when the employee:

- a) resigns; or
- b) is terminated; or
- c) is laid off beyond 1 calendar month; or
- d) is discharged; or
- e) is on extended leave of absence beyond 1 calendar month; or
- f) is 65 years of age; or
- g) reaches the date upon which Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or

- h) can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- i) having reached at least age 65, can no longer contribute to the OMERS pension plan.

Coverage will cease and/or will not be provided as soon as any one of the listed conditions apply.

Employees employed pursuant to Letter of Understanding attached to and forming part of this agreement that provided for the benefits of Article 24, are governed by these provisions.

- 24.05 b) Effective the first day of the second month following ratification of the agreement by both parties, the plan will provide for generic drug substitution unless otherwise indicated by the employee's physician, and dental recall will be available every nine (9) months.

24.06 a) OMERS

Every full-time (Regular or Probationary) employee, as a condition of employment, shall join the Ontario Municipal Employees Retirement System.

All non-full-time employees will be given the option to join.

Effective January 1, 1982, the Corporation agrees to provide a Supplementary Pension, Type I, payable in full at sixty-five (65) years of age, through the Ontario Municipal Employees Retirement System and inclusive of previous pension plans to equal to two per cent (2%) of the employee's highest average sixty (60) consecutive months' earnings multiplied by their years of credited service at retirement (to a maximum of thirty-five (35) years of service) less the OMERS Integration Factor when a member is eligible for a pension under the Canada Pension Plan.

b) Retiree Benefits

Effective January 1, 1994, an employee who retires, and as per the conditions outlined in Clause 25.07, will receive semi-private and EHC benefits, premiums one hundred per cent (100%) employer paid from the

date of retirement until the date Ontario legislation provides prescription coverage.

The retiree benefits plan will provide for generic drug substitution unless otherwise indicated by the employee's physician.

- c) Effective June 18, 2001, an employee who under the most current OMERS qualifying service provision retires with a reduced or unreduced early retirement pension will receive semi-private and EHC benefits, premiums one hundred per cent (100%) employer paid from the date of retirement until the date Ontario legislation provides prescription coverage.
- d) Effective December 12, 2006, Articles b) and c) above are considered deleted from this agreement, and replaced with this article. An employee who under the most current OMERS qualifying service provision retires with a reduced or unreduced early retirement pension, will receive Semi Private and Extended Health Care benefits, benefits 100% employer paid, from the date of retirement until these benefits cease in accordance with the sooner of Article 24.05a): f), g) h) or i) herein.

24.07 Transfer of Benefits

Should a Relief, Seasonal, Temporary or Part-time employee obtain a full-time position, previous accumulated service will be considered when calculating the appropriate waiting periods for the purposes of benefit enrolment. Lieu pay, as applicable to Seasonal and Part-time employees, will cease upon the date of appointment to the new position.

Article 25 - Sick Leave Plan and Workplace Safety and Insurance

25.01 a) Sick Leave Plan - Schedule "A" Employees

The Corporation agrees to provide an insured sick leave plan for employees employed in classifications within Schedule A which will provide 66-2/3% of normal gross straight time pay, taxable (effective April 28, 1997) from the first day of accident or hospitalization and the third day of illness for up to 15

weeks and for long term disability thereafter in the amount of 75%, taxable, of an employee's normal straight time pay, inclusive of any Workplace Safety and Insurance Pay and Canada Pension Plan disability benefit (exclusive of dependent benefits).

STD and LTD will be available, and/or coverage will be provided until sooner of:

- a) age 65; or
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan; or
- e) recovery.

Employees employed in classifications within Schedule "A", may use their accumulated sick leave credits to provide benefits for the first and second day of illness where the insured plan does not pay benefits.

The Corporation will grant all full-time employees, employed in classifications within Schedule A, six (6) noncumulative casual sick days each year (or a pro-rated amount based on one (1) day for each two (2) months of service in the event the employee commences employment during the year), up until the sooner of:

- a) age 65; or
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or

- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
 - d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan;
- b) The insured Sick Leave Plan adjudicator will require appropriate medical documentation from a qualified medical practitioner to process an STD and/or LTD claim.
 - c) In the event of a delay in payment from the carrier, at the request of the employee, the employer shall provide an advance of up to four (4) weeks of the approved amount due, on the pay day(s) that the delay occurs.
 - d) In the event of a denial of payment of an STD/LTD benefit, the Corporation will arrange a meeting with a representative of the Corporation's Human Resources Department, the employee concerned (if available) and a representative of the Union to rectify and/or explain the reason(s) for the denial.

25.02 a) Sick Leave Defined - Schedule "B" Employees

Employees employed in classifications within Schedule "B", on being incapacitated for work through illness shall during the term of this Agreement receive full pay during such illness subject to the limitations and provisions as hereinafter provided.

For the purpose of the foregoing, "sick leave" shall mean the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease requiring quarantining, or while attending examination or treatment by a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

b) Sick Leave Plan - Schedule "B" Employees

For employees employed in classifications within Schedule "B" sick leave credit banks accumulated up to December 31, 1984, will be frozen. Vesting and payout rights will remain in force as per the last "Outside" Collective

Agreement that expired December 31, 1983. Such days may also be used to provide coverage between non-vested sick leave coverage (see below) and Long Term Disability (LTD) benefits, in lieu of Employment Insurance Commission Benefits.

Effective December 31, 1984, and each December 31 thereafter, each regular employee will receive 10 days of non-vested sick leave credits for the following calendar year, the unused days to be cumulative, provided for and/or paid up until the sooner of:

- a) age 65; or
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan.

Eligible new employees shall receive credits on a pro-rata basis upon completion of their probationary period, calculated to the nearest half day.

Sick leave days accumulated under this plan shall not be used for early leave or cash payout.

c) Proof of Illness - Schedule "B" Employees

Every employee, employed in the classifications with Schedule "B" claiming sick pay under the provisions of Article 25, Clause 25.02 may be required, at the discretion of Management, to furnish either a statutory declaration or a

certificate signed by a qualified medical practitioner, chiropractor, or dentist, certifying that during such period, such employee was unable to perform their duties due to personal illness. Any employee who fails to comply with any of the conditions of this paragraph set forth or who attempts wrongfully to obtain sick pay benefits shall be liable to immediate discipline in accordance with the provisions of Article 12, but any employee so disciplined shall have the right to file a grievance as provided for in this Agreement.

25.03 Long Term Disability (LTD) Plan

The Corporation will provide an insured Long Term Disability plan for eligible full-time employees, and for new full-time employees on the first day of the month following completion of the probationary period, that will provide seventy five (75%) of normal straight time pay, taxable, from the 76th working day of absence due to illness or non-work related injury, inclusive of Workplace Safety and Insurance and Canada Pension Plan benefits (exclusive of dependent benefits).

Long Term disability will be available, and/or coverage will be provided, until the sooner of:

- a) age 65; or
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan; or
- e) recovery.

Employees in receipt of Long Term Disability (LTD) benefits, including Animal Care Attendants, shall receive an increase to those benefits of either (1) the average percentage increase negotiated by the Union for its members, or (2) the annual all Canada (C.P.I.) increase whichever is lesser, up to a five per cent (5%) annual maximum increase.

The insured sick leave plan adjudicator will require appropriate medical documentation from a qualified medical practitioner to process an LTD claim.

25.04 Pay-Out on Termination or Retirement

An employee leaving after ten (10) years or more of continuous service, shall be eligible for fifty per cent (50%) of unused sick leave credits, or six (6) months pay, whichever is the less, in cash, payable on termination or retirement.

25.05 Pay-Out on Death

The beneficiary of an employee who dies while in the employ of the Corporation shall be entitled upon death of the employee to the same benefits as would be payable to an employee under Clause 25.04 of this Article.

25.06 Sick Leave Credits Run Out

Whenever an employee's days of illness exceed their cumulative credit, the excess days of illness shall not be carried forward but shall be regarded as days of illness without pay.

25.07 Pre-Retirement Leave

An employee may use sick leave credits accumulated prior to December 31, 1984 (or prior to December 31, 1982, in the case of Schedule "A" employees), along with vacation and statutory credits, to leave work immediately prior to the normal retirement age of sixty-five (65) years to the extent that such credits or any portion thereof will bring the employee to age

sixty-five (65), or employees who have reached age fifty-five (55) may use sick leave credits accumulated prior to December 31, 1984, along with vacation and statutory credits to leave work immediately prior to the point of an unreduced early retirement under the most current OMERS qualifying service provision to the extent that such credit or any portion thereof will bring the employee to age sixty-five (65) or to the point of an unreduced early retirement under the most current OMERS qualifying service provision. Any sick leave credits owing to the employee thereafter will be paid out within the terms of Article 25. Employees choosing this option will continue to receive benefits of this Agreement but will not be eligible to return to work.

25.08 Workplace Safety and Insurance

Workplace Safety and Insurance benefits payable to union members will be paid directly from the WSIB office in Toronto. Workplace Safety and Insurance Board benefits may be topped off using the employee's accumulated sick leave credits. Two (2) hours of the employee's accumulated sick leave credits will be used each day Workplace Safety and Insurance benefits are paid until the employee's sick leave credits have been completely exhausted and thereafter the employee shall only be entitled to the Workplace Safety and Insurance Benefits.

This top up provision will only apply until the sooner of:

- a) age 65;
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least age 65 years of age); or
- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan; or
- e) recovery.

25.09 Should a Relief, Seasonal, Temporary or Part-time employee obtain a full-time position, the provisions of this article will apply in the normal fashion.

Article 26 - Prevention of Accidents & Protective Clothing

26.01 a) Special Protective Clothing or Equipment

The Corporation shall supply or make available such special protective clothing or equipment as it deems necessary for reasons of safety and protection.

b) Protective Clothing & Coveralls

Protective clothing and coveralls will be supplied to all employees at the discretion of the non-union Supervisor on an as required basis. (It is understood that protective clothing includes rainwear and oversized coveralls to cover snowmobile suits).

c) Cleaning Allowance - Animal Care Attendants

The Corporation shall pay the cost of uniform cleaning, if such cost is approved by the Corporation, upon presentation of receipt.

d) The Corporation shall supply uniforms to the Animal Care Attendant within a (40) working day period following the commencement in the position.

e) Uniforms including approved safety footwear shall be supplied to Municipal Enforcement Services employees (except Animal Care Attendant and Dispatch Clerk). Dispatch Clerk will be provided with a uniform but are not entitled to safety footwear. Except in extenuating circumstances, uniforms and safety footwear will be provided within a (40) working day period following commencement in the position. Municipal Enforcement Services Officers covered by this article, will not be eligible to claim reimbursement of the cost of safety footwear as provided for in Article 26.06, Reimbursement for Safety Footwear.

26.02 A First Aid Kit shall be supplied by the Corporation to each mobile unit of employees and in other appropriate locations of the Corporation.

26.03 The Corporation shall observe all reasonable precautions and provide all safety services or appliances that may be reasonably required for the safety protection of workers. Employees shall co-operate with the Corporation in the prevention of accidents and will, from time to time as occasion requires,

make such representations to the Corporation as to the prevention of accidents as may be considered necessary.

26.04 When an employee is required to perform duties after the employee's regular hours of work, at the Kam Tunnel, the employee must be accompanied by one (1) other employee as a safety precaution.

26.05 When a self-propelled road snow blower is in operation, two (2) employees shall be in attendance, one (1) employee operating the snow blower and the other employee directing vehicle and pedestrian traffic.

26.06 Reimbursement for Safety Footwear

The Corporation agrees to "Tender" for discount; and employees who have attained seniority and who are required to wear safety footwear shall be reimbursed in an amount up to a maximum of one hundred and twenty dollars (\$120.00) or fifty per cent (50%) of the cost of safety footwear, whichever is greater, to be replaced on an as required basis.

Relief Workers, Seasonal Workers

The Corporation agrees to reimburse, the same as for regular employees, the cost of safety footwear for Relief Workers, Seasonal Workers after working a minimum of ninety (90) work days in a calendar year.

Article 27 - Health & Safety

27.01 A Health & Safety Committee shall be established which is composed of an equal number of Union and Employer Representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health & Safety Committee shall hold meetings on a regular basis, for the purpose of jointly considering, monitoring, inspecting, investigating, reviewing, and

recommending improvements to Health & Safety conditions and practices. Minutes shall be taken at all meetings and copies shall be sent to appropriate Employer and Union representatives and Union Office.

- 27.02 An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave.
- 27.03 Transportation to the nearest physician or medical facility for employees requiring medical care following an accident shall be provided by the Corporation.
- 27.04 During the lunch period, the Corporation will provide suitable lunch and toilet facilities.
- 27.05 During inclement and cold weather all employees travelling from jobs to the yards and vice versa, shall be transported under cover from the elements.
- 27.06 First Aid Kits will be placed at appropriate work sites and in all Corporation owned vehicles operated by employees.
- 27.07 No employee shall be permitted or asked to perform any operation that may cause unusual danger to their life or their safety.

Article 28 - Job Security

28.01 Contracting Out

Whenever it becomes necessary for the Corporation to contract out work regularly performed by the employees covered by this Agreement, such contracting out shall not result in the lay-off of any employee within the bargaining unit.

For the purposes of this Article, with respect to full-time employees who have attained seniority, the term "layoff" is defined as a reduction in the hours of work for a full-time employee within the bargaining unit who has attained seniority.

For the purposes of this Article, with respect to other than full-time employees (part-time, seasonal, relief and temporary staff) the term "layoff"

is strictly defined as a termination of employment from the Corporation. (In accordance with Article 15.38, nothing in this Article is to be construed as a guarantee of hours of work).

28.02 Automation and Technological Change

The Corporation shall give six (6) months advance notice of any decision to introduce major changes in plant, equipment or work methods which may have an adverse effect on manpower requirements.

Permanent employees who may be displaced from their job by virtue of automation or technological change will be given the opportunity to fill other vacancies according to the provisions set forth in accordance with Article 21 - Layoffs and Recalls.

28.03 The Corporation will undertake to retrain an employee who has been displaced because of automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position within the Corporation.

Article 29 - Cashiers Shortages

29.01 The Corporation agrees to establish funds of \$300.00 in each and every calendar year during the term of this agreement in favour of the Cashiers from which any shortages in cash handled by such persons shall be deducted.

At the end of the calendar year, each such fund will be reinstated to the sum of \$300.00. Surplus cash received by any of the said Cashiers shall be the property of the Corporation as soon as the surplus is discovered.

29.02 Yearly funds of \$150.00 each will be established to cover other classifications that require employees to handle cash as part of their regular duties.

Article 30 - Bereavement

30.01 Bereavement Leave

The Corporation shall grant up to three (3) working days leave with pay in the case of a bereavement involving members of the immediate family. The immediate family shall be interpreted to be: Parent, Spouse (including common law and same sex), Children, Step-Parent, Step Children, Sibling, Step-Sibling, Parent-in-Law, Sibling-in-Law, Child's Spouse, Grandchild, Grandparents, and former legal guardian, provided the employee notifies their non-union Supervisor. An additional two (2) working days leave with pay will be allowed

as travelling time where the burial takes place outside of the District of Thunder Bay.

Employees may elect to set aside one (1) day of entitlement for a memorial or burial service to be held at a later date.

30.02 Funeral Leave

The Corporation will grant up to one (1) working day leave with pay to attend a funeral except as provided for in Clause 30.01, provided the employee concerned notifies and obtains the approval of the non-union Supervisor.

30.03 The provisions of this Article apply to Relief, Seasonal, Temporary and Part-time employees.

Article 31 - Jury Duty or Witness Service

31.01 Employees who are called to serve as jurors or are subpoenaed as witnesses in legal proceedings:

- a) shall be granted leave of absence for such purpose provided that on completion of their jury or witness service such employees shall present to their non-union Supervisor a satisfactory certificate showing the period of such service;

- b) shall be paid their full salary or wages for the period of such jury or witness service; provided that they shall pay over to the Treasurer of the Corporation of the City of Thunder Bay the full amount of such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than the regularly scheduled work days with the Corporation or any monies received for meal allowance or travelling allowances;
- c) upon being released from jury or witness service in the forenoon of any day, immediately telephone their non-union Supervisor for instructions respecting their return to work and shall, upon receiving such instructions, comply with same.

If an employee is requested to attend court as a witness in relation to the lawful execution of duties on behalf of the Corporation, on what would be a normal day off or during working hours, the Corporation agrees to provide paid time off, hour for hour.

Article 32 - Resolutions

32.01 Resolutions

The Corporation agrees that notice of any reports or recommendations to be made to City Council dealing with working conditions of the members of this bargaining unit will be communicated to the Secretary of the Union coincidental with the reference to the Council so as to afford the Union reasonable time to consider them and if necessary to make representation when they are dealt with by Council.

32.02 Regular Consultation

The parties agree to consult regularly during the term of this agreement about issues relating to the workplace which affect the parties or any employee bound by the agreement.

32.03 The President shall be provided with access to the following information on INSIDE CTB from a computer within the CUPE 87 office: CUPE Job

Descriptions, Organizational Charts, Policies, Procedures and Internal Directory.

Article 33 - Plural or Feminine Terms May Apply

33.01 The parties agree to amend the collective agreement to reflect gender neutral terms throughout the agreement, without changing the intent of any language.

Article 34 - Rules and Regulations

34.01 All employees covered by this Agreement shall be governed by the rules and regulations of the Department as established by the Corporation from time to time, with prior notice and discussion with the Union. Where such rules and regulations conflict with the provisions of this agreement, or are developed and/or administered in an improper and/or unreasonable manner, such may become the subject matter of a grievance.

Article 35 - General

35.01 All employees shall be covered by the Municipal Errors and Omissions Liability Insurance Policy.

35.02 Clerical Support Workers shall be interpreted as student trainees and paid at Group # 2, Step No. 1, of Schedule "A" salaries.

Article 36 - Salary Schedule, Job Classifications, and Job Groupings

36.01 Schedules "A" and "B" Form Part of Agreement

The job classifications and corresponding wage rates as set forth in Schedules "A" and "B" attached to this agreement form part of this agreement.

36.02 Higher Classification - Schedule "A"

Effective January 1, 2024, an employee who is assigned to perform the duties of another employee in a higher classification under Schedule "A" shall receive their regular rate of pay plus eighty-five cents (\$.85) per hour on commencement of duties.

36.03 Higher Classification - Schedule "B"

Employees required to perform duties in a higher classification under Schedule "B" will receive the higher rate of pay commencing immediately and only while performing the duties of the higher classification.

36.04 Disabled Employees

An employee covered by this Collective Agreement who is no longer capable of performing their full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans effecting civic employees, may be placed into a suitable position in the civic service if such is available without regard to the provisions of the collective agreement with respect to advertising vacancies and promotions. The Union shall be notified in advance of placements made under this provision of the collective agreement.

36.05 New Classifications - Changes to Major Tasks

a) Schedule "A" Classifications

This sub-clause (a) applies only to positions listed in Schedule "A". Wherever there are new classifications, changes or amendments to qualifications or major job tasks as outlined in existing job descriptions, the Union will be notified of the change. The Union shall have twenty (20) working days after receipt of notice in which to submit to the Manager, in writing, any comments to the proposed changes.

If the above changes constitute fundamental or functional changes in major tasks or qualifications or if a new position is created, the wage rates and qualifications will only then become the subject of discussion and agreement between the parties. Such being the case, wage rates and qualifications will be discussed and agreed upon, considering such factors as skill, responsibility, working conditions and degree of supervision. Where agreement is not reached, either party may request that the matter be processed through the grievance procedure at Step No. 3 and failing

resolution at that step to a single Arbitrator appointed by the Minister of Labour for the province of Ontario whose costs will be borne equally by the parties.

The Arbitrator shall have the right to decide the appropriate wage rate and qualifications as outlined above.

Nothing in this clause will prevent the Corporation from posting and filling any vacant classification which is in the process of having its position description, qualifications and/or wage rates amended. Any change in wage rate will be retroactive to the date the changes or new position came into effect.

(See also the agreement between the parties regarding maintenance of pay equity.)

b) Schedule "B" Classifications

This sub-section (b) applies only to positions listing in Schedule "B". Any new classifications, deletions, or amendments to major tasks in existing classifications will be the subject of discussion and agreement between the parties. Where agreement is not reached, the matter may be processed through the grievance procedure to a single arbitrator appointed by the Minister of Labour for the Province of Ontario whose costs will be borne equally between the parties.

Nothing in this clause will prevent the Corporation from posting and filling any vacant classification which is in the process of having its position description, major tasks and/or wage rate amended. Any change in wage rate will be retroactive to the date the changes came into effect.

36.06 Schedule "A" Classifications - Changes in Classifications/Rates

- a) An employee reclassified or promoted to a position in a higher salary group will be paid a salary not less than they were receiving immediately prior to reclassification or promotion. (Effective January 1, 2002, in the event of a promotion only, which is two (2) salary groups higher than the individual's

current salary group; following six (6) months of continuous service in the new position, the employee will advance to the next step of the new salary group.) An employee who bids or bumps into a lower group, or is demoted for disciplinary reasons, will be paid in the lower grouping at the closest step to their rate of pay before the transfer.

An employee whose position is reclassified downwards as a result of a fundamental or functional change(s) in major tasks or qualifications, shall continue to receive their current rate of pay. However, the employee's rate of pay will be "red-circled" until the closest rate of pay in the lower group exceeds the red-circled rate. When the closest rate exceeds the red-circled rate, the employee will receive the lower grouping rate of pay which exceeds their own, and will no longer be red-circled. When an employee accepts a position paying a lower salary, the employee shall have no change in their anniversary date. New employees will receive a salary at the first step of the appropriate salary range.

- b) With respect to reclassification due to job change, the anniversary date shall be the date agreed upon between the Union and Management.
- c) With respect to regrouping, the anniversary date shall be the last recorded anniversary date.
- d) With respect to promotion, the anniversary date for increment purposes shall commence from the date of the appointment.
- e) With respect to lateral transfers, an employee bidding on a position in the same group as they are currently in shall receive their same rate of pay with no penalty or step reduction nor change in their anniversary date.

Effective November 14, 2016, in the event that a Schedule "A" employee is reclassified or promoted to a Schedule "B" position they will be paid either the start rate of the classification of the level that they previously held in the Schedule "B" classification.

Effective November 14, 2016, in the event that a Schedule "B" employee is reclassified or promoted to a Schedule "A" position they will be paid at the group step not less than the hourly wage rate they were receiving immediately prior to reclassification or promotion, or step 1 whichever is greater. In the event of a promotion only, which is two (2) salary groups higher than the employees current hourly rate; following six (6) months of continuous service in the new position, the employee will advance to the next step of the new salary group. A Schedule "B" employee who bids or bumps into a Schedule "A" group with a lower hourly rate, or is demoted for disciplinary reasons, will be paid in the lower grouping at the closest step to their hourly rate of pay before the transfer.

Effective November 14, 2016, in the event that a Schedule "A" employee is reclassified or promoted to a Schedule "B" position and, within four months of being in the position, is reclassified or promoted to Schedule "A" position within the same salary group will return to the same step not less than what they were receiving immediately prior to reclassification or promotion into the Schedule "B" position.

36.07 The provisions of this article apply to Relief, Seasonal, Temporary and Part-time employees.

36.08 Wages - Schedule "A" Classifications

The parties agree that the list of Schedule "A" job classifications will be updated in accordance with the terms of the Pay Equity Plan between the parties.

Schedule "A" rates of pay are derived from the CUPE Inside collective agreement that expired on December 31, 1991. If those rates are amended as a result of a revised two (2) year collective agreement ratified by both parties, for the term January 1, 1992 to December 31, 1993, such revisions will be incorporated into this collective agreement.

36.09

Re: Pay Equity

All positions identified as being paid in excess of the group's established job rate via Pay Equity, will be reclassified to the group established in Pay Equity. However, the incumbent of such a position will continue to be classified in the pay group of the position prior to Pay Equity and will continue to receive all pay, rights and benefits of the higher pay grouping, until the incumbent leaves such position, at which point pay will be in accordance with the collective agreement.

Wages / Salary Schedules “A” and “B”

- January 1, 2023 – 3.0% increase
(Maintain Specified Differentials)
- January 1, 2024 – 3.5% increase (Exceptions Below)
(Maintain Specified Differentials)
- January 1, 2025 – 3.0% increase (Exceptions Below)
(Maintain Specified Differentials)
- January 1, 2026 - 3.0% increase
(Maintain Specified Differentials)

Schedule “B” – Wage Adjustments (Flat Rate) – Specific Classifications

Effective January 1, 2024:

2024 General Wage Increase does not apply

Classification	Flat Rate Adjustment Amount	Jan 1, 2024 Hourly Wage Rate
Truck & Coach/Automotive Technician	\$4.03	\$37.38
Leadhand T&C (105% of T&C)	\$4.23	\$39.25
Electrician/Journey Electrician	\$5.87	\$37.38
Lead of Electrical	\$5.83	\$39.36
Millwright	\$5.89	\$37.38
Lead of Maintenance	\$5.83	\$39.36
Lead Operator	\$5.83	\$39.36
Environmental Engineering Technician	\$4.26	\$35.00
Journey Plumber	\$5.88	\$37.38
Journey Plumber/Skilled Water Meter Technician	\$5.61	\$37.38
Journey Carpenter	\$5.88	\$37.38
Arborist	\$5.48	\$34.00
Leadhand Arborist	\$5.45	\$35.11
Power Engineer	\$4.00	\$32.15
Relief Power Engineer	\$4.00	\$32.15
Lead Operating Engineer	\$4.00	\$34.25

Operators

WTP and WPCP – get them aligned with S&W Operators

WPCP and WTP

	Increase	Step 1	Step 2	Step 3
Current		\$26.72	\$27.78	\$28.82
01-Jan-23	3.00%	\$27.52	\$28.61	\$29.68
01-Jan-24	3.50%	\$28.48	\$29.61	\$30.72
Flat Rate	\$1.00	\$29.48	\$30.61	\$31.72
01-Jan-25	3.00%	\$30.37	\$31.53	\$32.68
Flat Rate	\$0.85	\$31.22	\$32.38	\$33.54
01-Jan-26	3.00%	\$32.16	\$33.35	\$34.53

Schedule “A” – Wage Adjustments – Specific Classifications

January 1, 2024 and January 1, 2025 General Wage Increases Do Not Apply

Group	Classification Title	Jan.1/24	Jan. 1/25
12	ADA-Business Application Solutions ADA-ERP Solutions ADA-GIS Solutions ADA-Web Solutions Database/Storage Administrator Enterprise Server Software Administrator Hardware/Datacentre Software Administrator Network Infrastructure Administrator Senior Planner	\$5000	\$2500
11	ADA I-BAS Solutions ADA I-Web Solutions SDA/Business Applications SDA/Network Technology Services Planner II MLEO IV Standards & Coach MLEO IV Licensing & Coach	\$4000	\$2000
10	GIS Application Specialist Service Desk Analyst MLEO III Field Enforcement Officer	\$3500	\$1500
9	MLEO II Compliance Officer	\$3000	\$1500

Article 37 – Termination

37.01 Duration

This Agreement shall remain in force for a period of four (4) years from January 1st, 2023, until December 31st, 2026, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than sixty (60) days before the date of its termination either party shall furnish the other with notice of termination, or proposed revision, of this Agreement.

37.02 May Be Amended By Mutual Agreement

This Agreement may be amended during the lifetime of the Agreement, and any amendments thereto shall form part of this Agreement and be subject to the grievance and arbitration procedure.

Article 38 - Bulletin Boards

38.01 The Corporation will provide bulletin boards as per current practice for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by an officer of the Local Union. Also, notices of a political or personal nature, or to the detriment of the Corporation or its employees, will not be permitted to be posted.

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

DATED AT THUNDER BAY, ONTARIO, THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 87

MAYOR



CITY CLERK

SCHEDULE "A"
 JANUARY 1, 2023 WAGE RATES
 GENERAL INCREASE -3.0%

SALARY GROUP		STEP 1	STEP 2	STEP 3
12	Annual	\$62,650.95	\$69,364.39	\$76,830.94
	Bi-Weekly	\$2,409.65	\$2,667.86	\$2,955.04
	Hourly	34.4236	38.1123	42.2148
11	Annual	\$58,566.14	\$64,826.40	\$71,785.53
	Bi-Weekly	\$2,252.54	\$2,493.32	\$2,760.98
	Hourly	32.1792	35.6189	39.4426
10	Annual	\$54,748.51	\$60,585.98	\$67,073.01
	Bi-Weekly	\$2,105.71	\$2,330.23	\$2,579.73
	Hourly	30.0816	33.2890	36.8533
9	Annual	\$50,302.62	\$56,323.18	\$62,335.91
	Bi-Weekly	\$1,934.72	\$2,166.28	\$2,397.54
	Hourly	27.6388	30.9468	34.2505
8	Annual	\$47,952.63	\$53,037.35	\$58,683.72
	Bi-Weekly	\$1,844.33	\$2,039.90	\$2,257.07
	Hourly	26.3476	29.1414	32.2438
7	Annual	\$45,455.05	\$50,257.84	\$55,598.63
	Bi-Weekly	\$1,748.27	\$1,932.99	\$2,138.41
	Hourly	24.9753	27.6142	30.5487
6	Annual	\$42,959.83	\$47,489.26	\$52,520.29
	Bi-Weekly	\$1,652.30	\$1,826.51	\$2,020.01
	Hourly	23.6043	26.093	28.8573
5	Annual	\$40,480.44	\$44,733.23	\$49,459.41
	Bi-Weekly	\$1,556.94	\$1,720.51	\$1,902.29
	Hourly	22.242	24.5787	27.1755
4	Annual	\$38,021.26	\$42,000.87	\$46,422.19
	Bi-Weekly	\$1,462.36	\$1,615.42	\$1,785.47
	Hourly	20.8908	23.0774	25.5067
3	Annual	\$35,782.66	\$39,513.11	\$43,645.06
	Bi-Weekly	\$1,376.26	\$1,519.74	\$1,678.66
	Hourly	19.6608	21.7105	23.9808
2	Annual	\$33,558.80	\$37,041.19	\$40,912.51
	Bi-Weekly	\$1,290.72	\$1,424.66	\$1,573.56
	Hourly	18.4389	20.3523	22.4794

SCHEDULE "A"
 JANUARY 1, 2024 WAGE RATES
 GENERAL INCREASE – 3.5%

SALARY GROUP		STEP 1	STEP 2	STEP 3
12	Annual	\$64,843.69	\$71,792.08	\$79,519.99
	Bi-Weekly	\$2,493.99	\$2,761.23	\$3,058.46
	Hourly	35.6284	39.4462	43.6923
11	Annual	\$60,616.01	\$67,095.39	\$74,298.04
	Bi-Weekly	\$2,331.39	\$2,580.59	\$2,857.62
	Hourly	33.3055	36.8656	40.8231
10	Annual	\$56,664.79	\$62,706.46	\$69,420.62
	Bi-Weekly	\$2,179.42	\$2,411.79	\$2,670.02
	Hourly	31.1345	34.4541	38.1432
9	Annual	\$52,063.28	\$58,294.42	\$64,517.73
	Bi-Weekly	\$2,002.43	\$2,242.09	\$2,481.45
	Hourly	28.6062	32.0299	35.4493
8	Annual	\$49,631.04	\$54,893.57	\$60,737.59
	Bi-Weekly	\$1,908.89	2,111.29	\$2,336.06
	Hourly	27.2698	30.1613	33.3723
7	Annual	\$47,045.91	\$52,016.87	\$57,544.58
	Bi-Weekly	\$1,809.46	\$2,000.65	\$2,213.25
	Hourly	25.8494	28.5807	31.6179
6	Annual	\$44,463.51	\$49,151.47	\$54,358.49
	Bi-Weekly	\$1,710.14	\$1,890.44	\$2,090.71
	Hourly	24.4305	27.0063	29.8673
5	Annual	\$41,897.31	\$46,298.98	\$51,190.41
	Bi-Weekly	\$1,611.44	\$1,780.73	\$1,968.86
	Hourly	23.0205	25.4390	28.1266
4	Annual	\$39,352.04	\$43,470.88	\$48,046.91
	Bi-Weekly	\$1,513.54	\$1,671.96	\$1,847.96
	Hourly	21.6220	23.8851	26.3994
3	Annual	\$37,035.00	\$40,896.13	\$45,172.58
	Bi-Weekly	\$1,424.42	\$1,572.93	\$1,737.41
	Hourly	20.3489	22.4704	24.8201
2	Annual	\$34,733.43	\$38,337.57	\$42,344.48
	Bi-Weekly	\$1,335.90	\$1,474.52	\$1,628.63
	Hourly	19.0843	21.0646	23.2662

SCHEDULE "A"
 JANUARY 1, 2025 WAGE RATES
 GENERAL INCREASE – 3.0%

SALARY GROUP		STEP 1	STEP 2	STEP 3
12	Annual	\$66,789.09	\$73,945.87	\$81,905.64
	Bi-Weekly	\$2,568.81	\$2,844.07	\$3,150.22
	Hourly	36.6973	40.6296	45.0031
11	Annual	\$62,434.55	\$69,108.31	\$76,527.00
	Bi-Weekly	\$2,401.33	\$2,658.01	\$2,943.35
	Hourly	34.3047	37.9716	42.0478
10	Annual	\$58,364.67	\$64,587.61	\$71,503.25
	Bi-Weekly	\$2,244.80	\$2,484.14	\$2,750.13
	Hourly	32.0685	35.4877	39.2875
9	Annual	\$53,625.21	\$60,043.26	\$66,453.30
	Bi-Weekly	\$2,062.51	\$2,309.36	\$2,555.90
	Hourly	29.4644	32.9908	36.5128
8	Annual	\$51,119.98	\$56,540.30	\$62,559.77
	Bi-Weekly	\$1,966.15	\$2,174.63	\$2,406.15
	Hourly	28.0879	31.0661	34.3735
7	Annual	\$48,457.32	\$53,577.34	\$59,270.85
	Bi-Weekly	\$1,863.74	\$2,060.67	\$2,279.65
	Hourly	26.6249	29.4381	32.5664
6	Annual	\$45,797.39	\$50,626.03	\$55,989.21
	Bi-Weekly	\$1,761.44	\$1,947.16	\$2,153.43
	Hourly	25.1634	27.8165	30.7633
5	Annual	\$43,154.20	\$47,688.00	\$52,726.13
	Bi-Weekly	\$1,659.78	\$1,834.15	\$2,027.93
	Hourly	23.7111	26.2022	28.9704
4	Annual	\$40,532.67	\$44,775.09	\$49,488.35
	Bi-Weekly	\$1,558.95	\$1,722.12	\$1,903.40
	Hourly	22.2707	24.6017	27.1914
3	Annual	\$38,146.11	\$42,122.99	\$46,527.75
	Bi-Weekly	\$1,467.16	\$1,620.12	\$1,789.53
	Hourly	20.9594	23.1445	25.5647
2	Annual	\$35,775.38	\$39,487.63	\$43,614.84
	Bi-Weekly	\$1,375.98	\$1,518.76	\$1,677.49
	Hourly	19.6568	21.6965	23.9642

SCHEDULE "A"
 JANUARY 1, 2026 WAGE RATES
 GENERAL INCREASE – 3.0%

SALARY GROUP		STEP 1	STEP 2	STEP 3
12	Annual	\$68,792.72	\$76,164.09	\$84,362.82
	Bi-Weekly	\$2,645.87	\$2,929.39	\$3,244.72
	Hourly	37.7982	41.8484	46.3532
11	Annual	\$64,307.52	\$71,181.47	\$78,822.74
	Bi-Weekly	\$2,473.37	\$2,737.75	\$3,031.64
	Hourly	35.3338	39.1107	43.3092
10	Annual	\$60,115.69	\$66,525.19	\$73,648.30
	Bi-Weekly	\$2,312.14	\$2,558.66	\$2,832.63
	Hourly	33.0306	36.5523	40.4661
9	Annual	\$55,233.91	\$61,844.51	\$68,446.92
	Bi-Weekly	\$2,124.38	\$2,378.64	\$2,632.57
	Hourly	30.3483	33.9805	37.6082
8	Annual	\$52,653.51	\$58,236.54	\$64,436.55
	Bi-Weekly	\$2,025.14	\$2,239.87	\$2,478.33
	Hourly	28.9305	31.9981	35.4047
7	Annual	\$49,910.95	\$55,184.58	\$61,048.99
	Bi-Weekly	\$1,919.65	\$2,122.48	\$2,348.04
	Hourly	27.4236	30.3212	33.5434
6	Annual	\$47,171.31	\$52,144.82	\$57,668.88
	Bi-Weekly	\$1,814.28	\$2,005.57	\$2,218.03
	Hourly	25.9183	28.6510	31.6862
5	Annual	\$44,448.77	\$49,118.71	\$54,307.89
	Bi-Weekly	\$1,709.57	\$1,889.18	\$2,088.77
	Hourly	24.4224	26.9883	29.8395
4	Annual	\$41,748.62	\$46,118.44	\$50,972.92
	Bi-Weekly	\$1,605.72	\$1,773.79	\$1,960.50
	Hourly	22.9388	25.3398	28.0071
3	Annual	\$39,290.52	\$43,386.62	\$47,923.21
	Bi-Weekly	\$1,511.17	\$1,668.72	\$1,843.21
	Hourly	21.5882	23.8388	26.3316
2	Annual	\$36,848.63	\$40,672.27	\$44,923.24
	Bi-Weekly	\$1,417.26	\$1,564.32	\$1,727.82
	Hourly	20.2465	22.3474	24.6831

**SCHEDULE "A" – Flat Rate
ADJUSTED CLASSIFICATIONS**

January 1, 2023:

12 (A)	Annual	\$62,651.95	\$69,364.39	\$76,830.94
	Bi-Weekly	\$2,409.65	\$2,667.86	\$2,955.03
	Hourly	34.4236	38.1123	42.2148
11 (A)	Annual	\$58,566.14	\$64,826.40	\$71,785.53
	Bi-Weekly	\$2,252.54	\$2,493.32	\$2,760.98
	Hourly	32.1792	35.6189	39.4426
10 (A)	Annual	\$54,748.51	\$60,585.98	\$67,073.01
	Bi-Weekly	\$2,105.71	\$2,330.23	\$2,579.73
	Hourly	30.0816	33.2890	36.8533
9 (A)	Annual	\$50,302.62	\$56,323.18	\$62,335.91
	Bi-Weekly	\$1,934.72	\$2,166.28	\$2,397.54
	Hourly	27.6388	30.9468	34.2505

January 1, 2024:

12 (A)	Annual	\$67,651.04	\$74,364.29	\$81,830.84
	Bi-Weekly	\$2,601.96	\$2,860.17	\$3,147.34
	Hourly	37.1709	40.8595	44.9620
11 (A)	Annual	\$62,565.59	\$68,826.39	\$75,785.53
	Bi-Weekly	\$2,406.37	\$2,647.17	\$2,914.83
	Hourly	34.3767	37.8167	41.6404
10 (A)	Annual	\$58,248.37	\$64,086.02	\$70,573.05
	Bi-Weekly	\$2,240.32	\$2,464.85	\$2,714.35
	Hourly	32.0046	35.2121	38.7764
9 (A)	Annual	\$53,302.70	\$59,323.08	\$65,335.82
	Bi-Weekly	\$2,050.10	\$2,281.66	\$2,512.92
	Hourly	29.2872	32.5951	35.8988

January 1, 2025:

12 (A)	Annual	\$70,150.99	\$76,864.24	\$84,330.79
	Bi-Weekly	\$2,698.12	\$2,956.32	\$3,243.49
	Hourly	38.5445	42.2331	46.3356
11 (A)	Annual	\$64,566.14	\$70,826.39	\$77,785.53
	Bi-Weekly	\$2,483.31	\$2,724.09	\$2,991.75
	Hourly	35.4759	38.9156	42.7393
10 (A)	Annual	\$59,748.42	\$65,585.88	\$72,073.09
	Bi-Weekly	\$2,298.02	\$2,522.53	\$2,772.04
	Hourly	32.8288	36.0362	39.6006
9 (A)	Annual	\$54,802.57	\$60,823.13	\$66,835.86
	Bi-Weekly	\$2,107.79	\$2,339.35	\$2,570.61
	Hourly	30.1113	33.4193	36.7230

January 1, 2026:

12 (A)	Annual	\$72,255.46	\$79,170.18	\$86,860.77
	Bi-Weekly	\$2,779.06	\$3,045.01	\$3,340.80
	Hourly	39.7008	43.5001	47.7257
11 (A)	Annual	\$66,502.98	\$72,951.24	\$80,119.13
	Bi-Weekly	\$2,557.81	\$2,805.82	\$3,081.51
	Hourly	36.5401	40.0831	44.0215
10 (A)	Annual	\$61,540.93	\$67,553.49	\$74,235.25
	Bi-Weekly	\$2,366.96	\$2,598.21	\$2,855.20
	Hourly	33.8137	37.1173	40.7886
9 (A)	Annual	\$56,446.75	\$62,647.86	\$68,840.95
	Bi-Weekly	\$2,171.03	\$2,409.53	\$2,647.73
	Hourly	31.0147	34.4219	37.8247

GROUP	CLASSIFICATION
GROUP 9	Buyer Capital Projects Analyst Collection Analyst – Accounts Receivable Early Childhood Educator II Fire Management Software Data Coordinator Intermediate Graphic Designer Intermediate Technologist II *Junior Building Inspector Lottery Licence Officer *Office Supervisor (Homes) Parks Planning Technician Planning Technician *Pool Supervisor Residential Building Technician Senior Court Services Clerk Senior Payment Processing Clerk Senior Weigh Clerk Storekeeper II Survey Technician Tax Collection Officer - PLT *Urban Forestry Program Specialist Water Revenue Analyst Zoning Technician
GROUP 9 CLASSIFICATIONS Flat Rate Wage Adjustments	Municipal Licensing & Enforcement Officer II (compliance Officer)
*Inactive	

GROUP	CLASSIFICATION
GROUP 8	Building Attendant (55 Plus Centre) Child Care Accounting & Billing Clerk Collection Clerk – Tax Collection Clerk - Water *Computer Operator Librarian II *Computer Scheduler Court Services Clerk Court Services Clerk - Bilingual *Day Care Centre Supervisor Early Childhood Educator I Intermediate Technologist I *Junior Buyer *Junior Zoning Officer *Payroll Clerk *Planning Information Officer *Press Operator *Program Analyst I Provincial Land Tax Analyst Provincial Land Tax Analyst (Bilingual) Realty Services Clerk Residents' Trust Clerk Revenue Analyst
*Inactive	

GROUP	CLASSIFICATION
GROUP 6	<ul style="list-style-type: none"> *Accounts Control Clerk Administrative Clerk *Assistant Chief Cashier *Bookkeeper Building Services Clerk Business Office Clerk Cemetery Clerk *Central Files Clerk *Central Records Clerk Child Care Accounting & Administrative Clerk *Clerk VI Clerk Dispatcher *Clerk Timekeeper *Computer Operator Librarian I Council Support Clerk *Credit Control Clerk Development Clerk/Receptionist *Digital Duplicator Operator Facility Booking Co-ordinator Fire Prevention Clerk General Revenue Clerk General Revenue Clerk (Bilingual) *Junior Drafting and Research Technician *Junior Technician *Lead Terminal Operator *Library Technician Parking Rental Clerk Parking Ticket Clerk Payment Processing Clerk Payroll and Records Clerk (Community Services) Payroll and Records Clerk (Homes) Payroll and Records Clerk (INOP) *Receptionist/ Administrative Clerk *Research Technician (Project) *Senior Fire Services Clerk *Senior Planning Clerk Transit Accounts Clerk *Vital Statistics Clerk *Workers' Compensation Statistician
*Inactive	

GROUP	CLASSIFICATION
GROUP 3 *Inactive	*Cleaner I *Cleaner II *Clerk III *Clerk Steno I *File Clerk *Receptionist Cashier *Records and Microfilm Clerk
Group 2 *Inactive	*Care Aid *Child Care Helper *Clerk II *Clerk Typist II *Stenographer I

The parties agree that this Schedule "A" needs to be updated. Therefore, the parties will be meeting during the term of this Agreement to attempt to agree to an updated Schedule "A", and this updated Schedule "A" will be recommended to the Negotiating Committees for insertion in the next collective agreement.

SCHEDULE "B"

JOB CLASSIFICATIONS AND WAGE RATES

CLASSIFICATIONS	HOURLY RATE				
	2022	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026
<u>COMMON LABOURERS</u>					
Labourer	24.82	25.56	26.45	27.24	28.06
Skilled Sewer & Water Worker (Maintenance) / (Construction) (for 6 Months)	25.07	25.82	26.72	27.52	28.35
Sanitation Labourer (INACTIVE)	25.41	26.17	27.09	27.90	28.74
Patrol Worker	24.82	25.56	26.45	27.24	28.06
Student Labourer	22.73	23.41	24.23	24.96	25.71
<u>SEMI-SKILLED LABOURERS</u>					
Skilled Sewer & Water Worker (Maintenance) / (Construction) (for next 6 Months)	25.85	26.63	27.56	28.39	29.24
<u>SKILLED LABOURERS</u>					
Skilled Sewer & Water Worker (Maintenance) / (Construction) (after above and subject to evaluation)	26.91	27.72	28.69	29.55	30.44
Skilled Water Meter Technician (INACTIVE)					
(for 6 Months)	25.84	26.62	27.55	28.38	29.23
(for next 6 months)	26.58	27.38	28.34	29.19	30.07
(after above and subject to evaluation)	27.69	28.52	29.52	30.41	31.32
Sewer & Water Pipe Layer (INACTIVE)	26.62	27.42	28.38	29.23	30.11
Concrete Finisher (Summer Seasonal)	26.62	27.42	28.38	29.23	30.11
*Skilled Roads Worker					
Level I (Start) (First 6 months)	25.23	25.99	26.90	27.71	28.54
Level II (Next 6 months and subject to evaluation)	25.66	26.43	27.36	28.18	29.03
Level III (Next 6 months and subject to evaluation)	26.11	26.89	27.83	28.66	29.52

CLASSIFICATIONS	2022	HOURLY RATE January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026
<u>EQUIPMENT OPERATORS</u>					
Grade I (Shovel Operator - licensed; Caterpillar 235; Drott 50 and 35)	28.86	29.73	30.77	31.69	32.64
Grade II (Grader "A" Snow Blower – Streets; D6 & D7 Crawler Tractor or equivalent; Unemog when used as a snow blower; Industrial type combination Back- Hoe/loader)	27.97	28.81	29.82	30.71	31.63
Floats (The Operator is required to move, load and unload various equipment); 50 Tons and up – this is a classified position; up to 50 Tons – this is not a classified position. The Grade II rate is paid whenever this equipment is being operated.)	27.97	28.81	29.82	30.71	31.63
Grade III (Grader "B" Farm Type Tractor with Back-Hoe attachments and 4 Wheel Drive Front Loader; D2 Crawler Tractor or equivalent; High Pressure Sewer Flusher; Road Roller; Street Sweeper; Motorized Catchbasin Cleaner; Unemog, Flail Mower	27.69	28.52	29.52	30.41	31.32
Grade IV (Trucks; Light Tractors: Street Flusher; Garbage Packer Sanding Truck and Tail-Gate Sander; Bob-Cat; Paint Sprayer; D2 Sidewalk Plow; Steamer/Jet Rodder; Sewer Cleaning Machine; Sidewalk Plow; Water Truck; Rubbertired Sidewalk Plow*; Pavement Marker**) <p>*To be paid Equipment Operator III rate when operating a Snow blower or Flail Mower attachment.</p>	26.72	27.52	28.48	29.33	30.21
<p>** <u>Paint Truck</u> – Driver paid Equipment Operator III rate when operating Pavement Marker; Corporation may assign an employee from any classification to work as a painter in the back of the Paint Truck, and such employee will be paid their regular rate.</p>					

Equipment Operator I (Excavator)	29.18	30.06	31.11	32.04	33.00
Equipment Operator II (Trucks)	28.22	29.07	30.09	30.99	31.92
Equipment Operator II (Backhoe)	28.22	29.07	30.09	30.99	31.92
Equipment Operator III (Loader)	27.97	28.81	29.82	30.71	31.63
Equipment Operator II – Sewer Pressure Cleaner	28.22	29.07	30.09	30.99	31.92
Equipment Operator IV – Landfill	26.72	27.52	28.48	29.33	30.21

WORKING SUPERVISORS

Leadhand I (105% of Equip Op II)	29.37	30.25	31.31	32.25	33.21
Leadhand II (103% of Equip Op III)	28.52	29.38	30.41	31.32	32.26
Leadhand Truck and Coach / Automotive Technician (105% of Truck and Coach / Automotive Technician)	34.00	35.02	39.25	40.43	41.64
Leadhand – Parking Authority (105% of Parking Maintenance Technician)	30.27	31.17	32.27	33.23	34.23
Leadhand Preventative Maintenance (105% EOII)	29.37	30.25	31.31	32.25	33.21
Leadhand I (Water Meter Shop)	32.55	33.53	34.70	35.74	36.81
Lead Operator Operations & Maintenance/Construction					
Class 2 WD & 1 WWC	31.13	32.06	33.18	34.18	35.21
Class 3 WD & 2 WWC	32.55	33.53	34.70	35.74	36.81
Class 4 WD & 3 WWC	33.88	34.90	36.12	37.20	38.32
Class 4 WD & 4 WWC	33.88	34.90	36.12	37.20	38.32

STATIONS PERSONNEL

1 (0-6 months)	26.72	27.52	29.48	31.21	32.15
2 (for next 6 months)	27.78	28.61	30.61	32.38	33.35
3 (after above and subject to evaluation)	28.83	29.69	31.73	33.53	34.54
Laboratory Technician	28.83	29.69	30.73	31.65	32.60
Environmental Inspector	28.83	29.69	30.73	31.65	32.60
Environmental Engineering Technician	29.84	30.74	35.00	36.05	37.13

Maintenance & Relief Operator 1 (0-6 months)	27.72	28.55	29.55	30.44	31.35
2 (for next 6 months)	28.75	29.61	30.65	31.57	32.52
3 (after above and subject to evaluation)	29.85	30.75	31.83	32.78	33.76
Controls Technician (INACTIVE)	30.01	30.91	31.99	32.95	33.94
Lead Operator WTP/WPCP Lead of Maintenance WTP/WPCP Lead of Electrical WTP/WPCP	32.55	33.53	39.36	40.54	41.76
Industrial Millwright – WTP / WPCP	30.57	31.49	37.38	38.50	39.66
Plant Electrician – WTP / WPCP	30.57	31.49	37.38	38.50	39.66
Industrial Millwright (Apprentice) – Relief Operator Start	27.72	28.55	29.55	30.44	31.35
Basic	28.45	29.30	30.33	31.24	32.18
Intermediate	29.15	30.02	31.07	32.00	32.96
Advanced	29.87	30.77	31.85	32.81	33.79
Industrial Millwright	30.57	31.49	37.38	38.50	39.66
<u>SKILLED TRADES</u>					
Truck and Coach/Automotive Technician	32.38	33.35	37.38	38.50	39.66
Mechanic II (Motor Vehicle) (INACTIVE)	29.30	30.18	31.24	32.18	33.15
Mechanic III (Small Motors & Tractor Servicing) (INACTIVE)	27.72	28.55	29.55	30.44	31.35
Welder Fabricator (INACTIVE)	31.43	32.37	33.50	34.51	35.55
Carpenter (INACTIVE) See Journey Plumber	28.83	29.69	37.38	38.50	39.66
Parking Maintenance Technician	28.83	29.69	30.73	31.65	32.60
Sign Painter (Inactive)	28.83	29.69	30.73	31.65	32.60
Water Distribution Technician	29.15	30.02	31.07	32.00	32.96
Dynamite Handler (INACTIVE)	28.06	28.90	29.91	30.81	31.73

Journey Plumber (INACTIVE)	30.58	31.50	37.38	38.50	39.66
Journey Plumber / Skilled Water Meter Technician	30.84	31.77	37.38	38.50	39.66
Utility Plumber	29.15	30.02	31.07	32.00	32.96
Water Distribution & Wasterwater Collection Operator (Operations & Maintenance and Construction)					
After 1 year Class 1 WD & 1 WWC	26.91	27.72	28.69	29.55	30.44
After 2 years Class 2 WD & 2 WWC	28.02	28.86	29.87	30.77	31.69
After 3 years Class 3 WD & 3 WWC	29.28	30.16	31.22	32.16	33.12
After 4 years Class 4 WD & 3 WWC	30.57	31.49	32.59	33.57	34.58
After 4 years Class 4 WD & 4 WWC	30.57	31.49	32.59	33.57	34.58
Water Meter Installer (INACTIVE)	27.69	28.52	29.52	30.41	31.32
Utility Trades Person	28.00	28.84	29.85	30.75	31.67

MISCELLANEOUS CLASSIFICATIONS

Turnkey	29.15	30.02	31.07	32.00	32.96
Sewer Trouble Technician	29.15	30.02	31.07	32.00	32.96
Utility Locator Technician	29.15	30.02	31.07	32.00	32.96
Handyworker	26.80	27.60	28.57	29.43	30.31
Janitor – Handyworker	25.98	26.76	27.70	28.53	29.39
Sign and Traffic Marking Installer	26.80	27.60	28.57	29.43	30.31
Janitor (INACTIVE)	25.20	25.96	26.87	27.68	28.51
Mechanic's Helper (INACTIVE)	26.02	26.80	27.74	28.57	29.43
Line Patrol - Loch Lomond Water Supply	25.62	26.39	27.31	28.13	28.97
After Hours Dispatcher	26.09	26.87	27.81	28.64	29.50
Luteworker (INACTIVE)	25.62	26.39	27.31	28.13	28.97
Vehicle Equipment Technicians	26.35	27.14	28.09	28.93	29.80

PARKS & RECREATION DEPARTMENT

Labourer	24.82	25.56	26.45	27.24	28.06
Student Labourer	22.73	23.41	24.23	24.96	25.71
Park Worker (1st 6 months)	24.82	25.56	26.45	27.24	28.06
Park Worker (After 6 months)	25.55	26.32	27.24	28.06	28.90

Park Worker (After 1 Year)	26.09	26.87	27.81	28.64	29.50
Park Worker (Conservatory)	26.09	26.87	27.81	28.64	29.50
Park Worker (Cemetery)	26.09	26.87	27.81	28.64	29.50
Arena & Stadia Operator	26.35	27.14	28.09	28.93	29.80
Areana & Stadia Operator Relief	26.35	27.14	28.09	28.93	29.80
Park Worker – Trades	27.97	28.81	29.82	30.71	31.63
Park Worker – Trades (Sign Painter) (INACTIVE)	27.97	28.81	29.82	30.71	31.63
Journey Electrician	30.59	31.51	37.38	38.50	39.66
Journey Carpenter	30.58	31.50	37.38	38.50	39.66
Machine Operator	27.68	28.51	29.51	30.40	31.31
(Tree Trimmer Truck when boom being operated and Tractors with the following attachments; Five and Seven gang mowers; Snow blower; Front End Loader; Hammer Knife; Sickle Bar; Back-Hoe)					
Tree Truck Operator	27.68	28.51	29.51	30.40	31.31
Arborist/Tree Truck Operator	27.69	28.52	34.00	35.02	36.07
Leadhand Arborist	28.80	29.66	35.11	36.16	37.24
Park Worker/Spare Tree Truck Operator Leadhand (Curator – Botanical Conservatory- 105% of Equip Op II)	26.09	26.87	27.81	28.64	29.50
Leadhand (Zone -104% of Equip Op III)	29.37	30.25	31.31	32.25	33.21
Leadhand* (Chippewa; Boulevard Lake (Inactive);Arenas - 103% of Equip Op III)	28.80	29.66	30.70	31.63	32.57
Sub-Foreworker (107% of Park Worker Trades) (INACTIVE)	28.52	29.38	30.41	31.32	32.26
Sub-Foreworker (107% of Park Worker Trades) (INACTIVE)	29.93	30.83	31.91	32.86	33.84
Foreworker – Inspector (INACTIVE)	30.41	31.32	32.42	33.39	34.39
Leadhand – Cemetery	29.93	30.83	31.91	32.87	33.86
Lead Operating Engineer – Fort William Gardens	29.37	30.25	34.25	35.28	36.34
Power Engineer (Fort William Gardens)	27.33	28.15	32.15	33.11	34.10

Relief Power Engineer (Fort William Gardens)	27.33	28.15	32.15	33.11	34.10
Centennial Park Caretaker (excluded from hours of work and overtime provisions of this Agreement)	55,221.53	56,878.18	58,868.92	60,634.99	62,454.04
Adult Amusement Ride Operator (Roller Coaster; Cable; Bumping Car; Whip; Centennial Park Train)	24.82	25.56	26.45	27.24	28.06
Leadhand Aquatic Operations (Zone – 104% of Equipment Operator III)	28.80	29.66	30.70	31.63	32.57
Maintenance Person - Aquatic Operations	26.35	27.14	28.09	28.93	29.80
Relief Maintenance Person - Aquatic Operations	26.35	27.14	28.09	28.93	29.80

MARINA

Park Worker Marina	26.09	26.87	27.81	28.64	29.50
Park Worker Marina Grounds Crew					
Watch Worker Marina (INACTIVE)	24.82	25.56	26.45	27.24	28.06

GOLF

Head Leadhand Greenskeeper (Reactivated)	30.15	31.05	32.14	33.10	34.09
Leadhand Greenskeeper* (103% of EOIII)	28.52	29.38	30.41	31.32	32.26

*It is agreed that the Leadhand
(Greenskeeper) will receive this rate
12 months per year

Clubhouse Clerk	24.82	25.56	26.45	27.24	28.06
Ranger	23.43	24.13	24.97	25.72	26.49
Starter	22.73	23.41	24.23	24.96	25.71

SCHEDULE "B"
JOB CLASSIFICATION AND WAGE RATES

FULL-TIME EMPLOYEES

ANIMAL SERVICES

Animal Care Attendant

Start	23.06	23.75	24.58	25.32	26.08
60 Days	23.95	24.67	25.53	26.30	27.09
1 Year	24.79	25.53	26.42	27.21	28.03

"Days" refer to "Calendar Days"

SCHEDULE "B"
JOB CLASSIFICATION AND WAGE RATES

PART-TIME EMPLOYEES

ANIMAL SERVICES

Animal Care Attendant

Start	19.34	19.92	20.62	21.24	21.88
60 Days	20.01	20.61	21.33	21.97	22.63
90 Days	20.01	20.61	21.33	21.97	22.63
* with lieu of fringe	21.01	21.61	22.33	22.97	23.63
1 Year	20.67	21.29	22.04	22.70	23.38
* with lieu of fringe	21.67	22.29	23.04	23.70	24.38

* Refers to "in lieu of fringes" amount
(\$1.00 as of 1992)

"Days" refers to "Calendar Days"

Schedule “B” – Wage Adjustments (Flat Rate) – Specific Classifications

Effective January 1, 2024:

2024 General Wage Increase does not apply

Classification	Flat Rate Adjustment Amount	Jan 1, 2024 Hourly Wage Rate
Truck & Coach/Automotive Technician	\$4.03	\$37.38
Leadhand T&C (105% of T&C)	\$4.23	\$39.25
Electrician/Journey Electrician	\$5.87	\$37.38
Lead of Electrical	\$5.83	\$39.36
Millwright	\$5.89	\$37.38
Lead of Maintenance	\$5.83	\$39.36
Lead Operator	\$5.83	\$39.36
Environmental Engineering Technician	\$4.26	\$35.00
Journey Plumber	\$5.88	\$37.38
Journey Plumber/Skilled Water Meter Technician	\$5.61	\$37.38
Journey Carpenter	\$5.88	\$37.38
Arborist	\$5.48	\$34.00
Leadhand Arborist	\$5.45	\$35.11
Power Engineer	\$4.00	\$32.15
Relief Power Engineer	\$4.00	\$32.15
Lead Operating Engineer	\$4.00	\$34.25

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" - SEASONAL EMPLOYEES

1. Seasonal employees are employed during peak work periods when additional staff is required, for specific projects not generally performed by a regular employee, or tasks of a finite nature. Seasonal employees may be employed for up to (150) days in a calendar year unless otherwise agreed between the parties. Seasonal employees will be terminated at the end of their work assignment.
2. Initially, the hiring/selection of persons to fill seasonal positions will be at the Corporation's discretion.

However, a Seasonal employee who has previously been employed in a specific classification, section and area of work shall be eligible for rehire into that same specific location if:

- a) the Corporation has determined that a vacancy needs to be filled; and
- b) the Seasonal employee has passed a probationary period and has been employed in this capacity within twelve (12) months at the time of rehire; and
- c) the Seasonal employee is qualified and able to perform the duties and is available to work at the time of rehire.

A Seasonal employee who is eligible for rehire as set out above shall be rehired in order of bidding seniority, starting with the employee who had the most bidding seniority and may also utilize their bidding seniority to apply for posted vacancies within the same twelve (12) month period.

Effective September 14, 2009, former Seasonal employees who have successfully obtained a Schedule "B" full-time temporary position and are unable to complete the probationary period in that Schedule "B" full-time temporary position because the full-time incumbent returns to the position is eligible for rehire into their former classification, section and area of work, within twelve (12) months of their last day of work, provided that the employee is eligible for rehire as set out above. Within that same twelve (12) month period, these employees may also utilize their bidding seniority to apply for vacancies posted in accordance with Article 22.01.

In the event there are no Seasonal employees eligible for rehire, the hiring/selection of persons to fill seasonal positions will be at the Corporation's discretion.

3. The number of Seasonal employees required by a section will be discussed with Union officials. The Corporation may employ a total of (60) Seasonal employees.
4. If the Corporation assigns a full-time employee to a Seasonal position, the resultant vacancy will be filled by an appointed Relief employee.
5. A regular employee position which becomes vacant and requires a full-time replacement will not be filled by a Seasonal employee.
6. Seasonal employees will become Union members and will be subject to dues deductions as per the agreed formula.
7. Seasonal employees will not be entitled to the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. Seasonal employees will receive "statutory" benefits and paid statutory holidays in accordance with this agreement until they have completed (135) days of work.

Upon completion of 135 accumulated days of work, Seasonal employees will receive \$1.75 per hour in lieu of fringe benefits. This amount is exclusive of their regular rate and will be paid for each straight time hour of work.

Lieu pay is paid in lieu of all fringe benefits, statutory or as per the collective agreement, which are paid to full-time employees in whole or in part by the Corporation, except vacation pay, shift differential, higher classification pay, and bereavement leave.

Where a Seasonal employee joins a pension plan and/or the Corporation is required by law to commence benefit premium payments on behalf of the employee, the employer's contributions shall be deducted from the lieu pay amount.

8. All time worked in excess of (8) hours a day or on a paid holiday as defined by the Employment Standards Act will be considered overtime and paid on the basis of (1-1/2X) the regular rate.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES

RE: SCHEDULE "A" - TEMPORARY EMPLOYEES

-
1. The Corporation shall have the right to employ Temporary employees in Schedule "A" classifications when:
 - a) additional staff is required during periods of increased workload; or,
 - b) to replace full-time employees who are absent; or,
 - c) in positions of a finite nature.
 2. When the temporary vacancy will not exceed (85) working days, the hiring/selection of Temporary employees will be at the Corporation's discretion. If the temporary vacancy is known to exceed (85) working days, it will be posted and filled in accordance with the agreement.
 3. Temporary employees shall be paid for all hours worked on the first day of the assignment, which may be less than the standard daily hours of work. Thereafter, temporary employee hours of work will reflect the standard daily and/or weekly hours of work associated with the corresponding full time classification, up until the end of the work assignment, except that:
 - a. In addition to the above, each Weigh Clerk may also be pre-scheduled up to two (2) shifts per week of up to seven (7) hours per day.

Note: A temporary work assignment may start or end on any day of the week.
 4. Overtime will be paid as outlined in Article 16.01 a) of the agreement.
 5. Temporary staff will be entitled to paid holidays as outlined in Article 19.01 of this agreement, provided they:
 - a) have been employed for thirty (30) calendar days; and,
 - b) have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday.

6. Temporary employees will become Union members in accordance with this agreement and subject to the dues deductions as per the agreed formula.
7. Temporary employees will not be entitled to receive the monetary benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. After serving the required waiting periods, and subject to eligibility requirements, Temporary employees will become entitled to the benefits of Article 24.
8. Upon completion of the temporary assignment, Temporary employees will be terminated except for temporary Weigh Clerks, Child Care Employees, Couriers and Storekeepers, who may be employed on an on-going basis.

If a Temporary employee is employed on an on-going basis and has not worked at least two (2) shifts in a two month period, the Temporary employee will be terminated.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**SCHEDULE "B" RELIEF EMPLOYEES -
EQUIPMENT OPERATOR IV (SOLID WASTE & RECYCLING SERVICES)**

The Union and the Corporation agree to the following procedure with regards to hiring of Relief Equipment Operator IV's (Solid Waste & Recycling Services) to be used for relief only, on an "on call" basis, as follows:

- a) The hiring/selection of Relief Equipment Operator IV's (Solid Waste & Recycling Services) will be at the Corporation's discretion.
- b) Relief Equipment Operator IV's (Solid Waste & Recycling Services) will not be entitled to the monetary fringe benefits in this agreement, unless specifically provided for and in accordance with this agreement and/or Letter. However, Relief Equipment Operator IV's (Solid Waste & Recycling Services) will be entitled to statutory benefits, paid holidays, and overtime rates in accordance with this collective agreement. Relief Equipment Operator IV's (Solid Waste & Recycling Services) who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will receive benefits as per conditions outlined in Article 24 of this Agreement.
- c) Relief Equipment Operator IV's (Solid Waste & Recycling Services) will become Union members and subject to dues deductions as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
SCHEDULE "B" RELIEF FOOT PATROL WORKER

The Union and the Corporation agree to the following procedure with regards to the hiring of Relief Foot Patrol Workers to be used for relief only, on an "on call" basis, as follows:

- a) The hiring/selection of Relief Foot Patrol Workers will be at the Corporation's discretion.
- b) Relief Foot Patrol Workers will not be entitled to the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Foot Patrol Workers will be entitled to statutory benefits, paid holidays, and overtime rates in accordance with this collective agreement. Relief Foot Patrol Workers who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will receive benefits as per the conditions outlined in Article 24 of this agreement.
- c) Relief Foot Patrol Workers will become Union members and subject to dues deductions as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
**SCHEDULE "B" RELIEF ARENA & STADIA
OPERATOR**

- A) When it is necessary to temporarily replace regular Arena & Stadia Operator on a short term basis (1 day only) the following procedure will be used to obtain replacements:
1. A regular Arena & Stadia Operator will be asked if they will work (a list of employees who have indicated they will be willing to do relief work will be drawn up and only these employees will be phoned), if no response, then;
 2. CUPE Schedule "B" members who are currently on lay-off who have been trained in the operation of machinery necessary for operating an indoor arena will be asked if they will work, if no response, then;
 3. Employees from the pool of Relief Arena & Stadia Operators will be called in to work.
- B) Where it is necessary to temporarily replace regular Arena & Stadia Operator on a longer term basis (2 days - 17 weeks) the following procedure will be used to obtain replacements:
1. CUPE Schedule "B" members who are currently on layoff will be provided with training in the operation of an indoor arena unless they are already qualified for the position. Only the number of employees necessary to provide relief back-up will be trained. This number will be at the discretion of the Corporation. (This provision will only apply during the period Indoor Arenas are in Operation).
 2. Should there be no employees on layoff able and willing to do the work required, replacements will be chosen from the pool of Relief Arena & Stadia Operators.

Note:

In the event a laid off employee used for relief operation is recalled to their previous position, said employee must return to that position and their place will be taken by the next senior qualified employee on layoff or a member of the pool of Relief Arena & Stadia Operators, whichever is appropriate.

Where a laid off employee is used, that employee will be paid at the Arena & Stadia Operator rate.

In the case of currently employed Operators or employees on layoff, calls will be made on a seniority basis to determine their availability for relief work. Only one attempt will be made by the telephone to contact an employee for relief work. If the employee is not available or does not answer the call, the next eligible employee will be called.

Arena & Stadia Operators shall be granted accumulated lieu days off upon request during normal * weekly scheduling.

Furthermore, without prejudice, regular will be allowed the option of pay in accordance with Clause 19.04 or straight time pay for Paid Holidays and two (2) days off in lieu of the overtime pay, or pay for the overtime and one (1) day off in lieu of the Paid Holiday.

Relief Arena & Stadia Operators will be used to cover off the lieu days granted. This clause will be administered in accordance with article 19.04 of the collective agreement.

* Normal weekly scheduling does not include major events when regular Arena & Stadia Operators are required by the Corporation to be on duty.

- C) When additional Arena & Stadia Operators are required to assist with supporting recreation during an event, laid off employees in the Relief Arena & Stadia Operator position will be asked if they will work, if no response, then;

Employees from the pool of Relief Park Worker's will be called in to work.

When it is necessary to temporarily replace an Arena & Stadia Operator that was assigned work supporting recreation during an event, laid off employees in the Relief Arena & Stadia Operator position who have been trained in the operation of machinery necessary for operating an indoor arena will be asked if they will work, if no response, then:

Employees from the pool of Relief Park Worker's will be called in to work.

- D) When it is necessary to fill overtime shifts to support recreation during an event, regular Arena & Stadia Operators will be asked if they will work, if no response, then;

Laid off employees in a Relief Arena & Stadia Operator position will be asked if they will work, if no response, then;

Employees from the pool of Relief Arena & Stadia Operators will be called in to work.

Note:

Relief employees will only be entitled to overtime for hours worked beyond eight (8) hours per day or forty (40) hours per week.

- E) Relief Arena & Stadia Operators will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for in accordance with this agreement and/or this Letter. However, Relief Arena & Stadia Operators will be entitled to statutory benefits, paid holidays and overtime rates in accordance with this agreement. Relief Arena & Stadia Operators who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will be entitled to the benefits of Article 24 of this agreement.
- F) Relief Arena & Stadia Operators will become Union members and subject to the dues deductions as per the agreed formula.
- G) The hiring/selection of persons to fill Relief Arena & Stadia Operator positions will be at the Corporation's discretion.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**SCHEDULE "B" RELIEF MAINTENANCE PERSON
AQUATIC OPERATIONS**

Without prejudice, this Letter is not to be construed as a precedent elsewhere.

1. A) Where it is necessary to temporarily replace regular Maintenance Person(s) Aquatic Operations on a short term basis (one day only), the following procedure will be used to obtain replacements:
 - i) Maintenance Person(s) Aquatic Operations from the other shift unit (A or B) maintenance staff will be used if they will work. If no response, then;
 - ii) Employee(s) from the pool of Relief Maintenance Person staff will be called to work.
- B) Where it is necessary to replace the Maintenance Person Aquatic Operations on a long term basis (up to 12 weeks), employees from the pool of Relief Maintenance Person staff will be called to work effective from the first day of the replacement period. Long term temporary vacancies beyond (12) weeks will be posted in accordance with this collective agreement.
2. Regular Maintenance Person Aquatic Operations who work on a paid holiday will be allowed:
 - i) The option of pay in accordance with clause 19.04, or,
 - ii) Straight time pay for hours worked on a paid holiday and two (2) days off in lieu of the overtime pay, or,
 - iii) Double time for hours worked on a paid holiday and (1) day off in lieu of the paid holiday.

Lieu days may be allowed to accumulate and may be taken in blocks of (5) days within a three (3) month period following the accumulation.

Relief Maintenance Person staff shall be used to cover the lieu days granted for the Aquatic Operations staff.
3. The hiring/selection of persons to fill Relief Maintenance Person positions will be at the Corporation's discretion.
4. Relief Maintenance Person employees will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or letter. However, Relief Maintenance Person will be entitled to statutory benefits, paid holidays and overtime rates in accordance with this agreement. Relief

Maintenance Person who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will be entitled to the benefits of Article 24 of this collective agreement.

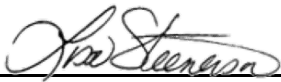
- 5. Relief Maintenance Person will become Union members and subject to dues deduction as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
SCHEDULE "B" RELIEF AFTER HOURS DISPATCH

The Union and the Corporation agree to the following procedure in regard to the hiring of part-time Relief After Hours Dispatcher(s) to be used as relief only, on an "on-call" basis, as follows:

1. Employment of the Relief After Hours Dispatcher will not interfere with overtime hours available to full-time After Hours Dispatcher.
2. The opportunity of working overtime will first be offered to the full-time After Hours Dispatcher before Relief After Hours Dispatcher(s) are called in.
3. Relief After Hours Dispatcher(s) will become initiated members of the Union and pay the required membership fee.
4. The Union dues will be assessed as per the agreed formula.
5. Relief After Hours Dispatcher(s) who work on statutory holidays will be paid as per the collective agreement.
6. Relief After Hours Dispatcher who do not work the statutory holidays will be paid in accordance with Article 19.10 of the Collective Agreement.
7. The Corporation will monitor the number of hours worked by Relief After Hours Dispatcher(s) over a (1) year period, and will re-assess the program at that time.
8. The terms of this Letter of Understanding between the Union and the Corporation are open to further discussion at any time deemed necessary by either party.
9. The hiring/selection of Relief After Hours Dispatcher(s) will be at the Corporation's discretion.
10. Relief After Hours Dispatcher(s) will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief After Hours Dispatcher(s) will be entitled to statutory benefits, and overtime rates in accordance with the collective agreement. Relief After Hours Dispatcher(s) who regularly work the standard

number of hours per week - (40) hours - for the requisite time periods will receive the benefits of Article 24 of this agreement.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
**SCHEDULE "B" RELIEF VEHICLE EQUIPMENT TECHNICIANS (SUPERIOR NORTH
EMERGENCY MEDICAL SERVICES (EMS))**

The Union and the Corporation agree to the following procedure with regards to the hiring of Relief Vehicle Equipment Technicians (Superior North EMS) to be used for relief only, on an "on-call" basis, as follows:

- a) The hiring/selection of Relief Vehicle Equipment Technicians will be at the Corporation's discretion.
- b) Relief Vehicle Technicians will not be entitled to the monetary fridge benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Vehicle Equipment Technicians will be entitled to statutory benefits, paid holidays, and overtime rates in accordance with this collective agreement. Relief Vehicle Equipment Technicians who regularly work the standard number of hours per week – (40) hours – for the requisite time periods will receive benefits as per the conditions outlined in Article 24 of this agreement.
- c) Relief Vehicle Equipment Technicians will become Union members and subject to dues deductions as per the agreed formula.
- d) Relief Vehicle Equipment Technicians will receive statutory holiday pay in accordance with Article 19.10 of the Collective Agreement.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" RELIEF PARK WORKER

The Union and the Corporation agree to the following procedure with regards to the hiring of up to (8) Relief Park Worker(s) to be used for relief, staffing community supervised rinks, and providing support to recreation during events on a pre-scheduled or on-call basis, in the Parks and Open Spaces Sections, as follows:

- 1) Relief Park Worker(s) will become Union members and subject to dues deductions as per the agreed formula.
- 2) Relief Park Worker(s) will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Park Worker(s) will be entitled to statutory benefits, and paid holidays and overtime rates in accordance with this collective agreement. Relief Park Worker(s) - who regularly work the standard hours per week - (40) hours - for the requisite time periods will be entitled to receive the benefits of Article 24 of this agreement.
- 3) The hiring/selection of Relief Park Worker(s) will be at the Corporation's discretion.
- 4) When it is necessary to replace regular Park Worker(s) on a short-term basis (1 day only), the work will first be offered to other regular Park Worker(s) in accordance with Article 16, Clause 16.01 of the collective agreement.
- 5) When it is necessary to replace regular Park Worker(s) on a longer term basis (2 days to 17 weeks), employees from the pool of Park Worker Relief staff will be called to work effective from the first day of replacement period. Long term vacancies beyond (12) weeks will be posted in accordance with this collective agreement.
- 6) When it is necessary to provide Park Worker coverage on community supervised rinks or when additional Park Workers are required to assist with supporting recreations during an event, laid off employees in the Relief Park Worker position will be asked if they will work, if no response then;
 - Employee(s) from the pool of Relief Park Worker's will be called in to work.
- 7) When it is necessary to temporarily replace a Park Worker that was assigned work supporting recreation during an event, the following will apply:
 - Laid off employee(s) in the Relief Park Worker position will be asked if they will work, if no response then;

- Employees from the pool of Relief Park Worker’s will be called in to work.
- 8) When it is necessary to fill overtime shifts to support recreation during an event, the following will apply:
- Regular Park Worker(s) will be asked if they will work, if no response, then;
 - Laid off employees in a Relief Park Worker position will be asked if they will work, if no response, then;
 - Employees from the pool of Relief Park Worker’s will be called in to work.

Note: Relief employee(s) will only be entitled to overtime for hours worked beyond eight (8) hours per day or forty (40) hours per week.

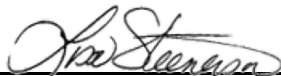
- 9) Each calendar year, up to six (6) seasonal employees will be offered the opportunity to be included in the pool of Relief Park Workers provided they accept the position and commence in the position when terminated from their seasonal work assignment. The number of seasonal added to the relief pool will be in addition to the up to eight (8) relief Park Workers.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" FOOT PATROL WORKER

Agreement covering the classification of Foot Patrol Worker.

1. The classification be added to Schedule "B" of the collective agreement.
2. Rate of pay - same as Labourer.
3. Work Week - Seven (7) days - Sunday to Saturday.
4. Hours of Work - 6:00 a.m. to 5:00 p.m. Shifts will be eight (8) hours per day with a one-half (1/2) hour lunch break.

Schedules will be established on a 5 and 2 system - five (5) days work followed by two (2) days off.

The current work week is Monday through Friday inclusive.


5. Changes to the Work Week and Hours will be the subject of discussion between the Corporation and the Union.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B"- THE MARINA ARBITRATION

Referenced from October 10, 1984

Without Prejudice

The Parties agree to the following as a final and binding settlement of all issues regarding the Marina Arbitration and agree to recommend the settlement to their respective principals:

1. The Positions will be titled:
Parkman (Marina)
Watchman (Marina)
2. Rates of Pay
Parkman (Marina) - \$15.90 per hour
Watchman (Marina) - \$15.09 per hour
3. Position Descriptions as attached.
4. Hours of Work
12 hour shifts - 9:00 to 9:00 each day
3 days or nights on, 3 days or nights off
(7/12 hour tours each 14 days)
5. Seniority:
Past Service
1982 - 75 days x 12 hours - 8 = 112.5
1983 - 75 days x 12 hours - 8 = 112.5
Total 225.0 days
1984 Seniority as per Agreement
6. Seniority Date - July 1, 1983:
Rehired - May 17, 1984, plus 10 months previous service = July 1, 1983.

7. Sick Leave Credits:
 1.5 days for each continuous month
- 1982 - 3 Continuous Months = 4.5 days
 1983 - 3 Continuous Months = 4.5 days
 1984 - Pro-rated = 4.0 days
- Total 13.0 days

Each Marina Employee will be credited with 13 days sick leave.

8. Benefits:
 Each employee at the Marina will be credited with 1 full year of continuous service.
- This one (1) full year of service credits can be used for the purpose of acquiring all contracted benefits upon transferring to other positions within the Corporation when the Marina closes for 1984, when the employees bump into other positions or are recalled from layoff to the Marina each spring.
9. Vacations:
 As per the collective agreement.
10. Statutory Holidays:
 As per the collective agreement.
11. Layoff/Recall:
 As per the collective agreement and exceptions of End of Marina Season -- See pages 3 and 4 of this letter.
12. Pay Period:
 Equalization of bi-weekly pay periods - 84 @ straight time each period.
13. Overtime:
 As per Agreement -- before or after established shifts see item # 4.
 On off days
 1st 12 hour shift or part of a 1st 12 hour shift overtime on an off day @ 1 1/2 times rate of pay
- Any succeeding 12 hour shifts or part of a 12 hour shift @ 2 times rate of pay.
14. Miscellaneous:
 Radio Qualifications:
 Very simple to get -- read book. Know codes, language, bands, etc., take a verbal test -- no cost -- good for life -- 1/2 hour of time required. Can take as often as necessary to achieve.

Gasoline Handling Act Code:

Safety Department is developing a program and orientation to meet these needs.

End of Marina Season

Parkman (Marina) positions at the end of the season will be transferred into other Parkman positions for which they qualify.

If no position is available as a Parkman, a layoff notice will be issued and the Parkman (Marina) can utilize accrued seniority to bump into other work as per the collective agreement (Article 21).

Watchman (Marina) positions at the end of the season will be issued notices of layoff and they can utilize their accrued seniority to bump into positions for which they qualify as per the collective agreement (Article 21).

a) Conditions If Employees Can't Bump

If individuals who are currently working at the marina are laid off and unable to bump into other work, they will be recalled to the marina in the spring of each year for as long as they are employable (subject to retirement age, etc.) and desire marina work.

b) Conditions If Employees Don't Want to Bump

If individuals who are currently working at the marina are laid off and do not wish to bump into other work they will be recalled to the marina in the spring of each year as long as they are employable (subject to retirement age, etc.) and desire marina work.

c) Conditions If Employees Do Bump

If individuals who are currently working at the marina are laid off and do bump into other work they will be recalled to the marina in the spring of each year so long as they are employable (subject to retirement age, etc.) and desire marina work.

d) When those marina employees classed as Watchman (Marina) acquire other employment or quit, their vacancy will be filled by students at student rates, provided there are no Schedule "B" members on layoff.

e) The Corporation will be allowed to hire new employees while marina employees are on layoff under items (a) and (b) above.

Vacations of Parkman (Marina) will be covered by Watchman (Marina) personnel. Watchman (Marina) personnel will be replaced by students.

15. Retroactive Pay

Full retroactive pay for all marina employees during 1984, will be paid at the 1984 rates of pay for the hours worked.

For 1982 and 1983, each employee will receive \$4,000.00 (lump sum payment).

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

NOTE: Rates of pay have been updated and job titles have been changed since the original document was created.

NOTE: For historical reference the "Parkman" and "Watchman" job titles herein will be maintained as written. However, these job titles have been changed to "Park Worker" and "Watch Worker" effective January 1, 2001.

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" - SCUBA WORK - CANADA GAMES COMPLEX

The Union and the Corporation agree to the following procedure in regard to SCUBA work at the Canada Games Complex:

Recognizing that SCUBA work entails unique skills and qualifications, Maintenance Person - Aquatics & Fitness and Leadhand employees performing such work during their regular working hours will be paid time and one-half (1 - 1/2) their regular Schedule "B" rate. SCUBA WORK WILL INCLUDE:

- a) fifteen (15) minutes preparation time;
- b) actual time spent in the water;
- c) fifteen (15) minutes equipment clean-up time.

SCUBA work performed during premium hours will be paid as follows:

- a) the applicable overtime rate based on the regular rate; PLUS,
- b) ONE-HALF (1/2) hour for every hour "worked" (as described above), or any portion thereof.

Wherever possible, SCUBA work will be scheduled during regular working hours. Training and equipment will be provided by the Corporation.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
**RE: SCHEDULE "B"- INTERPRETATION
OF ARTICLE 16 - CLAUSE 16.04**

The following will confirm, without prejudice, our position relative to the above-noted:

For the purpose of clarification, the interpretation of Article 16 - Clause 16.04 shall mean a minimum of four (4) hours pay at straight time rates for overtime worked at Mountain View Cemetery.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" - ARTICLE 22- CLAUSE 22.04

The Union and the Corporation agree that Clause 22.04 of the Schedule "B" workers agreement is intended to mean that:

- 1) Short term vacancies on a day-to-day basis will be filled by the senior qualified employee in the section and area of work. Should all senior qualified employee(s) in the section and area of work decline, the most junior qualified employee in the section and area of work will be assigned the work.
- 2) Scheduled vacation and short term illness or Leave of Absence vacancies will be filled by the senior qualified employee in the section (up to seventeen (17) weeks). Should all senior qualified employee(s) in the section and area of work decline, the most junior qualified employee in the section and area of work will be assigned the work.
- 3) Long term temporary vacancies will be posted in accordance with Article 22 and Clause 22.04 (beyond twelve (12) weeks), and filled by the seventeenth (17th) week.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE “B” – RELIEF EQUIPMENT OPERATOR IV (ROADS)

The Union and the Corporation agree to the following terms and conditions of employment and the procedure for the hiring of up to four (4) Relief Equipment Operator IV(s) (Roads) to be used for relief, on an “on call” basis or during periods of increased workload, in the Roads Section, as follows:

- a) When it is necessary to replace an Equipment Operator IV (Roads) on a short-term basis (1 day only), the work will first be offered to the regular Equipment Operator IV (Roads) employees in accordance with Article 16, Clause 16.01 of the Collective Agreement.
- b) When it is necessary to replace a regular Equipment Operator IV (Roads) employee on a longer term basis (up to 12 weeks), or during periods of increased workload, employees from the pool of Relief Equipment Operator IV (Roads) will be called to work effective from the first day of replacement period or first day during the period of increased workload. Long term temporary vacancies beyond (12) weeks will be posted in accordance with this collective agreement.
- c) The hiring/selection of Relief Equipment Operator IV (Roads) will be at the Corporation’s discretion. Seasonal employees in the Roads section will be given preference in order of seniority provided they accept and commence in the position when terminated from their seasonal work assignment.
- d) Relief Equipment Operator IV (Roads) employees will not be entitled to the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Equipment Operator IV (Roads) employees will be entitled to Statutory Benefits, paid holidays, and overtime rates in accordance with this Collective Agreement. Relief Equipment Operator IV (Roads) employees who regularly work the standard number of hours per week – (40) hours – for the requisite time periods will receive benefits as per the conditions outlined in Article 24 of this agreement.
- e) Relief Equipment Operator IV (Roads) employees will become Union members and subject to dues deductions as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE “B” – RELIEF UTILITY TRADES PERSON

The Union and the Corporation agree to the following terms and conditions of employment and the procedure for the hiring of Relief Utility Trades Person employees to be used for relief, on an “on call” basis, or during periods of increased workload, in the Facilities Services Division, as follows:

- a) When it is necessary to replace a Utility Trades Person employee(s) up to twelve (12) weeks, employee(s) from the pool of Relief Utility Trades Person will be called to work effective from the first day of replacement period. Long term vacancies beyond (12 weeks) will be posted in accordance with this collective agreement and filled by the seventeenth (17th) week.
- b) Relief Utility Trades Person employees may also be called to work from the first day of a period of increased workload.
- c) The hiring/selection of Relief Utility Trades Person employees will be at the Corporation’s direction.
- d) Relief Utility Trades Person employees will not be entitled to the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Utility Trades Person employees will be entitled to Statutory Benefits, paid holidays, and overtime rates in accordance with this Collective Agreement. Relief Utility Trades Person employees who regularly work the standard number of hours per week – (40) hours – for the requisite time periods will receive benefits as per the conditions outlined in Article 24 of this agreement.
- e) Relief Utility Trades Person employees will become Union members and subject to dues deductions as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: VOLUNTEERS

The parties agree that the Corporation's current practices with respect to the use of volunteers can continue and such volunteers, who may perform bargaining unit work, are not governed by the collective agreement so long as said volunteers are not remunerated.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
**RE: PART-TIME ANIMAL CARE ATTENDANT
AND PART-TIME DISPATCH CLERK**

The parties agree that during the term of this agreement, the combined number of part-time Animal Care Attendants and part-time Dispatch Clerks will not exceed the number of employees filling full-time positions in that classification.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
RE: PART-TIME ANIMAL CARE ATTENDANT

1. The Corporation shall have the right to employ part-time Animal Care Attendants at the Municipal Enforcement Services who may:
 - a) Replace full-time employees who are absent; or
 - b) Work a pre-determined, year round works schedule of (24) hours per week or less, not as a full-time replacement.
2. The hiring/selection of persons in part-time positions will be at the Corporation's discretion. However, it is understood that, if the part-time position is to replace a full-time employee who will be absent for more than (85) working days, such vacancy will be posted and filled in accordance with the collective agreement.
3. When a part-time Animal Care Attendant replaces a full-time employee in the full-time employee's work cycle, overtime is considered all time worked before or after the regular work day, work week, or on a paid holiday as defined by this agreement.

In all other cases, overtime is considered time worked beyond (8) hours in a day, (40) hours per week, or on a Statutory Holiday as defined by the Employment Standards Act.

Overtime will be paid at the rate of (1-1/2X) the regular rate, excluding the in lieu of fringes amount.

4. Part-time Animal Care Attendant will only receive paid holidays as provided for by the Employment Standards Act.
5. Excluding part-time work as a result of a posted vacancy, the Corporation shall endeavour to distribute available work on a rotational basis within the classification in an effort to equalize time worked. Work refusals or unavailability will count as time worked – solely for the purpose of equalization. The Supervisor will review the distribution of available work on a semi-annual basis and any adjustments will be made in the following equalization period(s). However, it is understood if there are no available part-time Animal Care Attendant from within the classification, the work may be assigned to the qualified employees within the Municipal Enforcement Services; further, it is agreed that a full-time employee who "bumps" into a part-time position as a result of a layoff will be given preference for available hours of work within the classification up to the standard number of full-time hours per week.

A minimum of 50% of the shifts offered in a bi-weekly period to part-time Animal Care Attendant must be accepted. Failure to meet this requirement for a period of two (2) calendar months will result in termination of employment unless there is a reason acceptable to the Corporation.

- 6. Part-time Animal Care Attendants will not be entitled to receive the monetary fringe benefits of this agreement and/or Letter. However, after (90) calendar days from the date of hire, part-time Animal Care Attendant will receive (\$1.00) per hour, payable on their straight time hourly rate, in lieu of these benefits, statutory or as per the collective agreement, which are paid to full-time employees in whole or in part by the Corporation, except vacation pay, shift differential, higher classification pay and bereavement leave.
- 7. When a part-time Animal Care Attendant joins the pension plan and/or the Corporation is required by law to commence benefit premium payments on behalf of the employee, the employer's contributions will be deducted from the lieu pay amount.

Originally signed on February 25, 2022.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87

**RE: PART-TIME MUNICIPAL LAW ENFORCEMENT OFFICER I (CADET) AND
PART-TIME DISPATCH**

1. The parties agree to add this Letter of Understanding to the collective agreement during the next round of collective bargaining.
2. The Corporation shall have the right to employ part-time Municipal Law Enforcement Officers I (Cadets) (MLEO I Cadet) and part-time Dispatch Clerks at the Municipal Enforcement Services that:
 - a) replace full-time shifts in Municipal Enforcement Services when employees are absent
 - b) work pre-scheduled shifts of up to twenty-one (21) hours per week or less, not as a full-time replacement
 - c) work when additional employees are required during periods of increased workload

The part-time MLEO I (Cadet) rate of pay will be paid when replacing employees in different classifications that are absent.

The part-time MLEO I (Cadet) and part-time Dispatch Clerk are required to work up to three (3) prescheduled shifts in a seven (7) day period (Sunday to Saturday), unless on an authorized leave. All other shifts will be assigned based on the employee's availability.

3. The regular hours of work for the part-time Dispatch Clerk shall consist of seven (7) hour tours of duty between the hours of 8:30 a.m. and 12:00 midnight, plus a one (1) hour unpaid meal break.

The regular hours of work for the part-time MLEO I (Cadet) shall consist of either seven (7) hour or ten (10) hour tours of duty between the hours of 8:30 a.m. and 12:00 midnight, plus a one (1) hour unpaid meal break.

4. Article XVII – Shift Premium – Shift Premium will be paid in accordance with Article 17.01 a) Schedule “A” Employees.
5. The hiring/selection of persons in part-time MLEO I (Cadet) and part-time Dispatch Clerk positions will be at the Corporation’s discretion. If the part-time position is to

replace a full-time employee's absence that is expected to exceed (85) working days, such vacancy will be posted and filled in accordance with the collective agreement.

6. Part-time MLEO I (Cadet) and part-time Dispatch Clerks will become Union members in accordance with this agreement and will be subject to the dues deductions as per the agreed formula.
7. When part-time MLEO I (Cadet) and part-time Dispatch Clerks is replacing an absent full-time MLEO's or Dispatch Clerk the part-time employee shall be paid for all hours worked on the first day of the assignment, which may be less than the standard daily hours of work.
8. Authorized overtime for Part-time Dispatch Clerks is considered time worked beyond seven (7) hours in a day, thirty-five (35) hours in a week, or on a paid holiday as defined by the Employment Standards Act.

Authorized overtime for Part-time MLEO I (Cadet) is considered time worked beyond seven (7) hours in a day when scheduled to work a seven (7) hour shift and ten (10) hours in a day when scheduled to work a ten (10) hour shift, forty (40) hours in a week, or on a paid holiday as defined by the Employment Standards Act.

All overtime will be paid at the rate of (1-1/2X) the regular rate, excluding the in lieu of fringes amount.

9. Part-time MLEO I (Cadet) and part-time Dispatch Clerks will only receive paid holidays as provided for by the Employment Standards Act.
10. Part-time MLEO I (Cadet) and part-time Dispatch Clerks will receive shift premium in accordance with Article 17.01 a) Schedule "A" Employees.
11. Part-time MLEO I (Cadet) and part-time Dispatch Clerks will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement. However, after (90) calendar days from the date of hire, part-time MLEOI's and part-time Dispatch Clerks will receive (\$1.00) per hour, payable on their straight time hourly rate, in lieu of these benefits, statutory or as per the collective agreement, which are paid to full-time employees in whole or in part by the Corporation, except vacation pay, shift differential, higher classification pay and bereavement leave.
12. When a part-time MLEO I (Cadet) and part-time Dispatch Clerk joins the pension plan and/or the Corporation is required by law to commence benefit premium payments on behalf of the employee, the employer's contributions will be deducted from the lieu pay amount.


Originally signed on February 25, 2022.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
RE: SCHEDULE "B" - RELIEF PATROL WORKER (LOCH LOMOND)

The Union and the Corporation agree to the following procedure with regards to the hiring of one (1) Relief Patrol Worker (Loch Lomond) to be used for relief only, on an "on call" basis, as follows:

- a) The hiring/selection of Relief Patrol Worker(s) will be at the Corporation's discretion.
- b) The Relief Patrol Worker will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for in accordance with this agreement and/or this Letter. However, Relief Patrol Worker(s) will be entitled to statutory benefits, paid holidays and overtime rates in accordance with this collective agreement. Relief Patrol Worker(s) who regularly work the standard number of hours per week - forty (40) hours - for the requisite time periods will be entitled to receive the benefits of Article 24 of this agreement.
- c) The regular full-time Relief Patrol Worker will be eligible to work overtime in accordance with Article 16 of this collective agreement.
- d) Relief Patrol Worker(s) will become Union members and subject to dues deductions as per the agreed formula effective on signing of this Letter.
- e) When it is necessary to replace the regular full-time Patrol Worker (up to 17 weeks), the Relief Patrol Worker will be called to work effective from the first day of the replacement period. Long term vacancies beyond twelve (12) weeks will be posted in accordance with the collective agreement.
- f) Laid off Schedule "B" regular full-time employees, who are qualified and able to perform the work of this classification will be called for work before the Relief Patrol Worker. It is understood that, as required by the Corporation, said laid off employees may be offered one day of orientation.

NOTE: As of the signing of this Letter, two Relief Patrol Workers (Loch Lomond) are employed and can continue to be employed. Should one of the current incumbents no longer be employed as Relief Patrol Worker, the Corporation agrees that only one Relief Patrol Worker shall be retained pursuant to this Letter.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**SCHEDULE "B" - AQUATIC OPERATIONS – TEN (10) HOUR SHIFT ROTATION
SCHEDULE**

A. General

1. The terms and conditions of this Letter of Understanding will take effect upon signing of this Letter of Understanding by both parties.
2. Canada Games Complex and Aquatic Operations will be amalgamated to form Aquatic Operations.
3. The Maintenance Person Canada Games Complex/Aquatic Operations job descriptions will be updated, including a title change to Maintenance Person Aquatic Operations. The rate of pay will remain at \$25.83 (January 1, 2021) as per the current collective agreement.
4. The Leadhand Canada Games Complex job description will be amended, including a title change to Leadhand Aquatic Operations. The rate of pay will remain at 104% of the Equipment Operator III of \$28.23 (January 1, 2021) as per the current collective agreement.
5. The ten (10) hour shift work schedule will apply to these two classifications and is expected to commence two weeks following the re-opening of aquatic facilities.
6. The Aquatic Operations unit will be divided into two separate shift Units, Unit A and Unit B, and the following terms and conditions of employment will apply to each Unit.

B. Implementation

1. The Corporation is introducing a second Leadhand Aquatic Operations to the Aquatic Operations unit.
2. Unit A and Unit B will each be comprised of one Leadhand Aquatic Operations and four Maintenance Person Aquatic Operations classifications. The Relief Maintenance Person classification will be utilized in both Unit A and Unit B, as required. Management maintains the right to change the number of employees on each unit and the Union will be notified, in advance of the change.
3. Prior to commencement of this ten (10) hour shift agreement, choice of shift rotation will be selected based on seniority and classification with the most senior employee getting first selection and so on.
4. Subsequent to the establishment of the ten (10) hour shift rotation schedule, preference of days off between units will only be exercised in accordance with Article 15.34 Preference of Days Off for Schedule B Employees.

C. Hours of Work

1. A normal bi-weekly work period shall consist of eighty (80) hours.
2. The regular hours of work for the Leadhand Aquatic Operations in each shift Unit's schedule shall consist of four (4) ten (10) hour day shifts inclusive of a one-half (1/2) hour paid meal break, from 6:00 a.m. and 4:00 p.m.
3. The regular hours of work for the Maintenance Person, Aquatic Operations in each unit working the ten (10) hour shift rotation schedule shall consist of four ten (10)

hour, day or evening shifts plus a one-half (1/2) hour unpaid meal break per shift. Day shift is from 6:00 a.m. and 4:30 p.m. and evening shift is from 1:00 p.m. and 11:30 p.m.

4. Maintenance Person Aquatic Operations and Leadhand Aquatic Operations classifications shall work four (4) ten (10) hour shifts per week from Sunday to Saturday with three (3) days off between tours.
5. In the event of changing shifts from Unit to Unit, the days off may be a minimum of 1 day off. Overtime will not be paid as a result of the employee electing to change shift schedules between units or if seven (7) days notice of a shift change is given.
6. The shifts shall consist of two units, A & B on a bi-weekly day/evening shift rotation for the Maintenance Person Aquatic Operations classification.
7. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

SAMPLE SCHEDULE

UNIT A – Week 1

Staff	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Leadhand	D	D	D	D	OFF	OFF	OFF
Maint. 1	D	D	D	D	OFF	OFF	OFF
Maint. 2	D	D	D	D	OFF	OFF	OFF
Maint. 3	E	E	E	E	OFF	OFF	OFF
Maint. 4	E	E	E	E	OFF	OFF	OFF

UNIT B – Week 1

Staff	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Leadhand	OFF	OFF	OFF	D	D	D	D
Maint. 1	OFF	OFF	OFF	D	D	D	D
Maint. 2	OFF	OFF	OFF	D	D	D	D
Maint. 3	OFF	OFF	OFF	E	E	E	E
Maint. 4	OFF	OFF	OFF	E	E	E	E

UNIT A – Week 2

Staff	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Leadhand	D	D	D	D	OFF	OFF	OFF
Maint. 1	E	E	E	E	OFF	OFF	OFF
Maint. 2	E	E	E	E	OFF	OFF	OFF
Maint. 3	D	D	D	D	OFF	OFF	OFF
Maint. 4	D	D	D	D	OFF	OFF	OFF

UNIT B – Week 2

Staff	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Leadhand	OFF	OFF	OFF	D	D	D	D
Maint. 1	OFF	OFF	OFF	E	E	E	E
Maint. 2	OFF	OFF	OFF	E	E	E	E
Maint. 3	OFF	OFF	OFF	D	D	D	D
Maint. 4	OFF	OFF	OFF	D	D	D	D

D. Overtime

1. Overtime work performed by the Leadhand Aquatic Operations and Maintenance Person Aquatic Operations classifications will be paid for as follows:

Authorized overtime will be paid for at the rate of double time (2x) for any work performed in the twelve (12) hour period immediately preceding their regularly scheduled tour of duty, and at the rate of one and one-half (1-1/2x) for any work performed following completion of the tour.

All employees shall be paid at the rate of one and one-half (1-1/2X) for work performed on their first scheduled day off; one and one-half (1-1/2X) for the first five (5) hours of work performed on their second scheduled day off; double time (2X) for work performed beyond five (5) hours of previous work performed on their second scheduled day off; and double time (2X) for work performed on their third scheduled day off.

2. Overtime will be offered to the staff in Units A and B that the employees are working in, provided there is compliance with Employment Standards Act (ESA) hours free from work legislation.
3. For the purposes of overtime, the designated work area will be Unit A and Unit B, in accordance with Article 16.01 Distribution of Overtime.
4. Maintenance Person overtime will be offered to full-time Maintenance Person staff first, in the following order:
 - a. Staff within the impacted shift unit, provided ESA hours free from work legislation is complied with; then
 - b. Staff within the opposite shift unit; then
 - c. Relief Maintenance Person shall be offered the additional work.
5. In accordance with Article 16.01 d), overtime shall be distributed in an equitable manner amongst those regular full time employees qualified and available to perform the required work. Any employee employed at the relevant work area may be assigned up to five (5) hours of unscheduled "tag end" overtime each seven (7) day workweek. If no full time employee is available and willing to work, the overtime may be offered to a Relief Maintenance Person.
6. Overtime for the Leadhand Aquatic Operations will be offered to the senior, qualified, available Maintenance Persons, within the work unit. If required, overtime will be offered, to senior, qualified, available Maintenance Persons within the opposite unit.
7. The Corporation will determine if overtime is required.

E. Filling Vacancies

1. Where it is necessary to temporarily replace regular Maintenance Person(s) Aquatic Operations on a short-term one (1) day basis, the following procedure will be used to obtain replacements, in order:
 - a. Maintenance Person Aquatic Operations from the other unit of staff will be called in. If no response or refusal, then
 - b. Maintenance Person Aquatic Operations from same unit of staff will be called in, in compliance with ESA. If no response or refusal, then
 - c. Relief Maintenance Person will be called in.
2. If the short-term vacancy extends to a second, or third day, a Relief Maintenance Person shall be offered the additional days.
3. Where it is necessary to temporarily replace regular Leadhand(s) Aquatic Operations within the unit, on a short-term basis, the following procedure will be used to obtain replacement:

- a. Most senior and qualified, available Maintenance Person Aquatic Operations within the same unit, shall act in the Leadhand Aquatic Operations classification; if no response or refusal,
- b. Most senior and qualified, available Maintenance Person Aquatic Operations in the opposite shift unit, shall act in the Leadhand Aquatic Operations classification.

F. Vacation

1. For the purposes of Article 18, one working day of vacation used will be equal to (10) hours pay one week of vacation will equal forty (40) hours pay, and so on.

G. Sick Leave

1. For the purposes of Article 25.02 b), one non-vested sick leave credit will be equal to eight (8) hours.
2. For the purpose of Articles 25.04, 25.05, 25.06, and 25.07, one vested sick leave credit will be equal to eight (8) hours.

H. Shift Premium

1. In accordance with Article 17.01 b) Shift Premium, a shift premium will be payable to Aquatic Operations employees for hours regularly worked outside of the normal daily work schedule, but will not be payable when the overtime rate is in effect.

I. Statutory Holidays

1. For the purpose of Article 19, employees who are eligible for a paid statutory holiday in accordance with the collective agreement will be paid same on the basis of a ten (10) hour workday if and only when working ten (10) hour shifts in the Aquatic Operations unit.
2. When the holiday falls on the employee's regularly scheduled day off, the employee will receive either an additional ten (10) hours pay, or accumulate ten (10) hours of paid time off in lieu of pay for the holiday.
3. Maintenance Person Aquatic Operations and Leadhand Aquatic Operations who work on a paid holiday will be allowed:
 - a. The option of pay in accordance with clause 19.04, or,
 - b. Straight time pay for hours worked on a paid holiday and two (2) days off in lieu of the overtime pay, or,
 - c. Double time for hours worked on a paid holiday and (1) day off in lieu of the paid holiday.
4. Lieu days may be allowed to accumulate and may be taken in blocks of four (4) days within a three (3) month period following the accumulation.
5. Lieu days will be granted on a first come, first served basis, then based on seniority.
6. In accordance with the Letter of Understanding Re: Schedule B Relief Maintenance Person – Aquatic Operations, Relief Maintenance Person staff may be used to cover the lieu days granted for the Aquatic Operations staff.

Originally signed June 3, 2021.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
RE: SCOPE OF THE BARGAINING UNIT

Managerial Positions

The parties agree that the rate of pay for incumbents in “managerial” positions that are found to be included in the bargaining unit by application of the April 23, 1996 Letter of Understanding will be red-circled at their current rate of pay.

The affected positions and incumbents at this time, to be considered “Schedule A” positions, are:

Accounting Analyst
Building Attendant
Computer Hardware Analyst
Data Base Administrator
Information Services Specialist
Job Developer
Revenue Analyst
Senior Planner
Training Advisor

When the incumbents referred to above become members of this bargaining unit, the following will occur:

- Seniority and Service will be calculated pursuant to Part B, Section 2 of the April 23, 1996 Letter of Understanding; and,
- the daily work schedules will be as per current practice, based on a seven (7) hour work day and a thirty-five (35) hour work week; and

- the incumbents will be otherwise covered by the terms of the collective agreement and will no longer be governed by the non-union by-law with respect to wages, benefits and working conditions; and,
- other “managerial” employees who are found to be in scope will be treated as per the above.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
RE: COMBINE THE BARGAINING UNITS

The parties agree to recombine the Inside and Outside bargaining units. Therefore, the basis for this agreement is that all of the members will again be members of the combined bargaining unit and that the collective agreement that was signed on October 10, 1995, will be the agreement amended by this Memorandum of Agreement.

With respect to seniority provisions, the effect of the combined unit on same will take effect upon ratification of the Memorandum of Settlement by both parties. This change will not be retroactive with regard to the application of seniority provisions prior to the final ratification date. Further, it is understood that previously accumulated "bidding seniority" will not be recombined until the later of July 1, 1995 or the date upon which both parties have ratified the Memorandum of Settlement, and that the application of combined bidding seniority will not be retroactive.

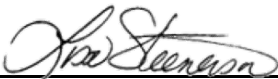
With respect to Article 21 - the parties confirm the intent of Article 21.05 as being applicable to permanent layoffs only.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
**RE: SCHEDULE “B” - RELIEF POWER ENGINEER
(FORT WILLIAM GARDENS)**

- A) When it is necessary to temporarily replace regular Power Engineers on a short term basis for illness (1 day only) the following procedure will be used to obtain replacement:
1. Power Engineers from the Fort William Gardens will be asked if they will work, if no response then;
 2. Arena & Stadia Operators from the Fort William Gardens that meet the qualifications for the position of Power Engineer (Fort William Gardens) will be asked in order of seniority if they will work, if no response then;
 3. CUPE members who are currently on lay-off who have occupied the positions of Power Engineer (Fort William Gardens) or Arena & Stadia Operator who have been trained in the operation of the machinery necessary at the Fort William Gardens and meet the qualifications for the position of Power Engineer (Fort William Gardens) will be asked in order of seniority if they wish to work, if no response then;
 4. The employee hired in the position of Relief Power Engineer (Fort William Gardens) will be called to work.
- B) When it is necessary to temporarily replace regular Power Engineers on a short term basis for other than illness (1 day only) the following procedure will be used to obtain replacement:
1. CUPE members who are currently on lay-off who have occupied the positions of Power Engineer (Fort William Gardens) or Arena & Stadia Operator who have been trained in the operation of the machinery necessary at the Fort William Gardens and meet the qualifications for the position of Power Engineer (Fort William Gardens) will be asked in order of seniority if they wish to work, if no response then;
 2. The employee hired in the position of Relief Power Engineer (Fort William Gardens) will be called to work.


- C) Where it is necessary to temporarily replace regular Power Engineers on a long term basis (2 days - 17 weeks) the following procedure will be used to obtain replacements:
1. Arena & Stadia Operators that meet the qualifications for the position of Power Engineer (Fort William Gardens) will be asked in order of seniority if they will work, if no response then:
 2. CUPE members who are currently on lay-off who have occupied the positions of Power Engineer (Fort William Gardens) or Arena & Stadia Operators who have been trained in the operation of the machinery necessary at the Fort William Gardens and meet the qualifications for the position of Power Engineer (Fort William Gardens) will be asked in order of seniority if they wish to work, if no response then;
 3. The employee hired in the position of Relief Power Engineer (Fort William Gardens) will be called to work.
- D) When it is known that a long term temporary vacancy will extend beyond twelve (12) weeks, the vacancy will be posted in a timely manner in accordance with this Collective Agreement.
- E) Relief Power Engineer (Fort William Gardens) will not be entitled to receive the monetary fringe benefits of this Agreement, unless specifically provided for in accordance with the Agreement and/or Letter. However, Relief Power Engineer (Fort William Gardens) will be entitled to statutory benefits, paid holidays and overtime rates in accordance with this Agreement. Relief Power Engineer (Fort William Gardens) who regularly work the standard number of hours per week - forty (40) hours - for the requisite time periods will be entitled to the benefits of Article 24 of this Collective Agreement.
- F) The Relief Power Engineer will become a Union member and be subject to dues deduction as per the agreed formula.
- G) The hiring/selection of the Relief Power Engineer (Fort William Gardens) will be at the Corporation's discretion. This employee will also be considered a Relief Indoor Arena Operator for the purposes of that Letter.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87

RE: SCHEDULE "B" - SOLID WASTE AND RECYCLING SERVICES - TEN HOUR SHIFTS

The parties agree to the following Collective Agreement amendments:

1. The parties agree to introduce an extended hours of work schedule for employees in the Solid Waste and Recycling Services.
2. The terms of this settlement will come into effect upon written approval of the hours of work amendments by the Ministry of Labour and upon ratification of this Letter by both parties. Subsequent to the effective date, the Corporation will implement the new work schedules as soon as it is able.
3. The regular hours of work for Solid Waste and Recycling Services employees shall consist of a ten (10) consecutive hour tour of duty, between the hours of 7:00 a.m. and 5:30 p.m., plus a one-half (1/2) hour unpaid meal break, Tuesday to Friday inclusive.

An employee reporting for work and sent home due to adverse weather conditions shall be paid the minimum compensation of five (5) hours pay at straight time rates.

4. Overtime work will be paid for as follows:
 - a) Authorized overtime will be paid for at a rate of double time (2X) the regular rate for time worked during the twelve (12) hour period immediately preceding their regular scheduled tour of duty, and at the rate of one and one half times (1-1/2X) the regular rate for time worked following the completion of their tour of duty.
 - b) The Corporation may schedule up to six (6) mandatory overtime shifts per employee per year to ensure four (4) collection days each week. The schedule for the mandatory shifts will form part of the regular collection calendar. Mandatory overtime shifts will be scheduled on Mondays whenever possible and on Saturdays and Statutory Holidays when required.
 - c) All employees shall be paid at the rate of one and one-half times (1-1/2X) their regular rate for authorized overtime worked on their first scheduled day off; time and one-half (1-1/2X) for the first five (5) hours of authorized overtime worked on their second scheduled day off; double time (2X) for authorized overtime worked

beyond five (5) hours of previous work performed on their second scheduled day off; and double time (2X) for authorized overtime worked on their third scheduled day off.

5. For the purposes of Article 18, one working day of vacation will be equal to eight (8) hours pay, one week of vacation will equal forty (40) hours pay, and so on.
6. For the purpose of paid holidays, employees are not considered shift workers. Employees who are eligible to be compensated for a paid holiday in accordance with the collective agreement will be governed by the following:
 - a) when the holiday falls on the employee's regularly scheduled day off, the employee will receive either: an additional eight (8) hours pay, or accumulate eight (8) hours of paid time off in lieu of pay for the holiday, with the understanding that a subsequent paid day off will require ten (10) accumulated hours of lieu time; and,
 - b) when the holiday falls within the employee's regular work cycle, and the employee is required to work on the holiday, the employee will receive double time (2X) the regular rate of pay for time worked plus an additional ten (10) hours pay; and,
 - c) when the holiday falls during the employee's regular work cycle, and the Corporation determines that the employee will not be required to work, the employee will receive either an additional ten (10) hours pay or accumulate ten (10) hours paid time off in lieu of pay for the holiday.
7. For the purpose of Article 25.02 b), one non-vested sick leave credit will be equal to eight (8) hours pay.
8. For the purposes of Articles 25.04, 25.05, 25.06, and 25.07, one vested sick leave credit will be equal to eight (8) hours pay.
9. The parties agree to incorporate the relevant terms of this Understanding into the current collective agreement.
10. Banking of Overtime

Employees working within the Solid Waste and Recycling Services may bank an aggregate amount of 160 hours of overtime from December 1 of the current year to November 30 of the following year. Employees will not be permitted to continually top up hours in the bank. Once the aggregate maximum of 160 hours has been reached, additional hours cannot be added during the banking period in that year.

Time off in lieu of overtime must be taken, unless otherwise mutually agreed, within a three (3) month period immediately following such overtime, at a time agreeable between the employee and the non-union Supervisor. The employee shall signify their intention to bank time immediately upon completion of the overtime worked.

Employees leaving the Solid Waste and Recycling Services to go to another position within the Corporation of the City of Thunder Bay will have all banked overtime above 40 hours frozen until such time as they pass probation in that

position. Once the employee passes probation in the position, all banked overtime above 40 hours will be paid out. If the employee returns to the Waste and Recyclable Section before the probation period ends, all banked overtime that was frozen will be unfrozen and accessible by the employee.

All unused hours as at November 30 will automatically be paid out each year to employees on the next pay, based on the employee's rate of pay that was in effect at the time the hours were earned and banked.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY

AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: NAME, ADDRESS AND PHONE NUMBER OF CUPE 87 MEMBERS

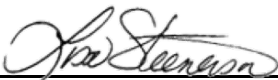
Effective December 1, 2005, the Employer shall provide the Union with the name, address, and telephone number of CUPE 87 members.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: OUT OF SCHEDULE RATE

The Corporation may, notwithstanding the wage rate or maximum wage rate for a classification and at its sole discretion, establish and apply an Out of Schedule rate for a classification.

An Out of Schedule Rate is a wage rate that is in excess of the wage rate set out in the Collective Agreement for a specific classification and will apply to all incumbents in the classification.

Upon implementing an Out of Schedule rate, the Corporation will notify the Union in writing of the specific purpose of the Out of Schedule Rate(s), the amount and the Classification(s) and employee(s) affected.

Any changes to the job rate as a result of job evaluation or agreement between the parties to increase the job rate may result in the Out of Schedule premium being reduced to maintain the adjusted rate.

Should the Corporation, at its sole discretion, determine that the conditions which gave rise to the higher Out of Schedule rate no longer exist, the wage rate for the job will be adjusted back to the wage rate set out in the Collective Agreement and in effect at the time. Any employee who was being paid the Out of Schedule rate while working in the job shall continue to receive the Out of Schedule rate for a period two (2) months following the Corporation's written notice to terminate the Out of Schedule rate. Following such time, the affected employee(s) will have their wage rate adjusted to be in accordance with the wage rate for the classification set out in the Collective Agreement.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: Street Sweeping and Flushing Crews – Trial Schedule

The Parties agree to the following terms and conditions for a trial hours of work change for Street Sweeping and Flushing Crews:

1. For the 2024 and 2025 Street Sweeping & Flushing operations, for four (4) consecutive weeks from the commencement of Sweeping and Flushing operations but no later than June 30th, the regular hours of work shall consist of five (5) identical eight (8) hour tours of duty between the hours 12:00 midnight and 5:00 p.m., Monday to Friday inclusive, followed by two (2) days off. Seven (7) days' notice of shift change will be provided in advance of commencing the Street Sweeping and Flushing Shift.
2. Employees working from 12:00 midnight to 8:00 a.m. shall receive shift premium in accordance with Article 17 Shift Premium, Clause 17.01 b).
3. Qualified employees will be asked in order of seniority, on a volunteer basis to go on the shift. If unable to fill the shift on a voluntary basis, qualified employees will be assigned to the shift in reverse order of seniority.
4. By mutual agreement the parties can agree to extend or terminate this Letter of Understanding for the remainder of the Collective Agreement term.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

MEMORANDUM OF SETTLEMENT

Between

THE CORPORATION OF THE CITY OF THUNDER BAY
(herein referred to as the "Corporation")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
(herein referred to as the "Union")

Re: Outstanding Issues Related To The Environment Division Re-organization and Revised Job Guides

Without Prejudice and/or Precedent

The parties hereby agree to recommend ratification of this Memorandum of Settlement to their respective principals as full and final resolve to the outstanding issue of CUPE Outside Job Guides for the Environment Division and any and all outstanding grievances including CUPE O/S #25, 1993 and General Group Grievance, March 23, 2001 - (Position Descriptions Environment Division), as they relate to the positions dealt with herein.

1. This settlement is confidential, without prejudice and/or precedent to any other matters between the Corporation and the Union.
2. The parties agree that in lieu of retroactivity for the years 1998 through to December 31, 2002, a one time lump sum payment of \$2000.00 (two thousand dollars), less statutory deductions will be provided to full-time incumbents in the identified positions as at the date of signing of this agreement:

Lead Hand Electrician (WTP, WPCP)
(MRO) Maintenance & Relief Operator (WTP, WPCP)
Operator (WTP Operations, WPCP Operations)
Lead Hand II (Construction)
Lead Hand II (Maintenance) – Sewer & Water
Turnkey
Utility Plumber – Sewer & Water
Water Distribution Technician
Equipment Operator I (Excavator)
Equipment Operator II (Backhoe)
Equipment Operator II (Sewer Pressure Cleaner)
Equipment Operator III (Loader)
Skilled Sewer & Water Worker (Maintenance)
Skilled Sewer & Water Worker (Construction)

3. The parties agree that the new hourly rates of pay (see attached Appendix A) will be effective from January 1, 2003. The Corporation will only pay retroactivity back to January 1, 2003, for those full-time incumbents in the identified classifications as at January 1, 2003.
4. The parties agree that there shall be no other claims with respect to retroactivity for any other person or position in the Environment Division.
5. The parties agree to the attached job descriptions (see original) for the following positions:

- Lead Hand Electrician (WTP, WPCP)
- Plant Electrician (WTP, WPCP)
- Industrial Millwright (WTP Operations, WPCP Operations)
- (MRO) Maintenance & Relief Operator (WTP, WPCP)
- Operator (WTP Operations, WPCP Operations)
- Lead Hand I (Water Meter Shop)
- Lead Hand II Construction
- Lead Hand II Sewer & Water Maintenance
- Skilled Sewer & Water Worker (Maintenance)
- Skilled Sewer & Water Worker (Construction)
- Turnkey
- Sewer Trouble Technician
- Utility Locator Technician
- Utility Plumber - Sewer & Water
- Water Distribution Technician
- Journey Plumber / Skilled Water Meter Technician
- Skilled Water Meter Technician
- Equipment Operator I (Excavator)
- Equipment Operator II (Backhoe)
- Equipment Operator II (Sewer Pressure Cleaner)
- Equipment Operator II (Trucks)
- Equipment Operator III (Loader)
- Environment Inspector
- Laboratory Technician
- Line Patrol – Loch Lomond Water Supply

6. The parties recognize and agree that levels of certification as prescribed by legislation and as required by the Environment Division are necessary for the on-going protection of public health. Therefore, current and future incumbents in the positions described herein and any future positions created within the Environment Division will be required to have, obtain and/or maintain, as the case may be, the established certification as listed in the job descriptions for the plant in order to continue working in any classification requiring such.
7. Effective January 1, 2003, the Corporation agrees to compensate employees working in positions requiring certification on the basis of a premium rate per hour worked as follows:

<u>Certification</u>	<u>Level</u>	<u>Jan. 1/03</u>	<u>Jan. 1/04</u>	<u>Jan. 1/05</u>
Water Treatment	1	\$0.05	\$0.10	\$0.15
	2	\$0.10	\$0.15	\$0.20
	3	\$0.15	\$0.20	\$0.25
	4	\$0.20	\$0.25	\$0.30
Waste Water Treatment	1	\$0.05	\$0.10	\$0.15
	2	\$0.10	\$0.15	\$0.20
	3	\$0.15	\$0.20	\$0.25
	4	\$0.20	\$0.25	\$0.30
Waste Water Collection	1	\$0.05	\$0.10	\$0.15
	2	\$0.10	\$0.15	\$0.20
	3	\$0.15	\$0.20	\$0.25
	4	\$0.20	\$0.25	\$0.30
Water Distribution	1	\$0.05	\$0.10	\$0.15
	2	\$0.10	\$0.15	\$0.20
	3	\$0.15	\$0.20	\$0.25
	4	\$0.20	\$0.25	\$0.30

Effective January 1, 2024, the Corporation agrees to compensate employees working in position requiring certification on the basis of a premium rate per hour worked as follows:

<u>Certification</u>	<u>Level</u>	<u>Jan. 1/24</u>
Water Treatment	OIT	0
	1	\$0.25
	2	\$0.35
	3	\$0.50
	4	\$0.85
Waste Water Treatment	OIT	0
	1	\$0.25
	2	\$0.35
	3	\$0.50
	4	\$0.85
Waste Water Collection	OIT	0
	1	\$0.25
	2	\$0.35
	3	\$0.50
	4	\$0.85

Water Distribution	OIT	0
	1	\$0.25
	2	\$0.35
	3	\$0.50
	4	\$0.85

NOTE: For clarification, those positions requiring more than one type of certification (Water Treatment, Waste Water Treatment, etc.) will receive the premium amount above for each certification and level. (eg. Operator – Water Treatment requires Level 1 Certification in Water Treatment and Water Distribution and Level 2 Certification in Water Treatment. Therefore they would receive the base rate for the position plus the applicable premiums for all three certifications.)


8. The premiums set out herein will not be included in any calculation of overtime. (i.e. 1 1/2x will only be calculated on the base rate and not on the base rate plus the certification premiums.)
9. Employees working in this division who demonstrate the initiative to obtain certifications greater than that required for their positions in preparation for future promotional opportunities within the Section (WTP, WPCP, Sewer & Water Maintenance, Sewer & Water Construction) will, subject to management approval, receive credit for the certifications obtained based on premiums for the levels of certification as specified herein.
10. The parties agree that the new base rates for the above noted positions in the Environment Division will be as attached in Appendix “A” of this Memorandum.
11. The parties agree that over time and through attrition, the Maintenance Relief Operator position will disappear in favour of the implementation of the Industrial Millwright position. In order to provide opportunities for staff in the plants and subject to maintaining qualified Industrial Millwrights to run a program, where practical Apprentice Industrial Millwright positions will be created.

SIGNED AT THUNDER BAY THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

Appendix (A)

Water		Jan 1/03	Jan 1/04	Jan 1/05
		New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
LH Electricians	22.28	22.28	22.95	23.64
Plant Electricians	21.55	21.55	22.20	22.86
Industrial Millwrights		21.55	22.20	22.86
MRO	19.53	19.53	20.12	20.72
	20.28	20.28	20.89	21.52
	21.03	21.03	21.66	22.31
Operators	18.82	18.82	19.38	19.97
	19.58	19.58	20.17	20.77
	20.33	20.33	20.94	21.57
Sewage (Waste)		Jan 1/03	Jan 1/04	Jan 1/05
	Current	New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
LH Electricians	22.28	22.28	22.95	23.64
Plant Electricians	21.55	21.55	22.20	22.86
Industrial Millwrights		21.55	22.20	22.86
MRO	19.53	19.53	20.12	20.72
	20.28	20.28	20.89	21.52
	21.03	21.03	21.66	22.31
Operators	18.82	18.82	19.38	19.97
	19.58	19.58	20.17	20.77
	20.33	20.33	20.94	21.57
Environmental Insp	20.33	20.33	20.94	21.57
Lab Technician	20.33	20.33	20.94	21.57

Sewer & Water		Jan 1/03	Jan 1/04	Jan 1/05
Contract	Current	New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
LH II Construction	20.10	21.94	22.60	23.28
EO I Construction	20.36	20.56	21.18	21.81
EO II Trucks	19.71	19.91	20.51	21.12
EO III Loader	19.51	19.71	20.30	20.91
Skilled S&W Wkr	17.49	17.69	18.22	18.77
	18.05	18.23	18.78	19.34
	18.77	18.97	19.54	20.13
Sewer & Water		Jan 1/03	Jan 1/04	Jan 1/05
Special/Meter	Current	New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
Journey Plumber	20.10	21.55	22.20	22.87
Skilled Water Meter		18.22	18.77	19.33
		18.74	19.30	19.88
	19.51	19.51	20.10	20.70
Sewer & Water		Jan 1/03	Jan 1/04	Jan 1/05
Special/Meter	Current	New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
LH II S&W Maint	20.10	21.94	22.60	23.28
Turnkey	19.24	20.54	21.16	21.79
Sewer Trouble Tech		20.54	21.16	21.79
Utility Locator Tech		20.54	21.16	21.79
Utility Plumber S&W	19.78	20.54	21.16	21.79
Water Distrib Tech	20.33	20.54	21.16	21.79
EO II Backhoe	19.71	19.91	20.51	21.12
Sewer Press Cleaner	19.71	19.91	20.51	21.12
Skilled S&W Maint Wkr	17.49	17.69	18.22	18.77
	18.05	18.23	18.78	19.34
	18.77	18.97	19.54	20.13

TERMS OF REFERENCE

REGARDING

MAINTENANCE OF PAY EQUITY

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY
(Hereinafter referred to as the "Corporation")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
(SCHEDULE "A" EMPLOYEES)
(Hereinafter referred to as the "Union")

1.0 Purpose

The parties have agreed to the formation of a Joint Job Evaluation Committee (hereinafter referred to as the "Joint Committee"), composed of equal numbers of Union and Corporation representatives, for the purpose of maintaining pay equity as required under the Pay Equity Act. The purpose of this agreement is to set down the terms of reference for this committee.

2.0 Joint Pay Equity Committee

- 2.1 The Joint Committee will consist of three (3) members from the Corporation and three (3) members from the Union. In addition, there will be two (2) trained alternates from each party.
- 2.2 Each party may have an outside advisor present at any meeting of the Joint Committee.
- 2.3 Joint Committee meetings will be Chaired by a member representing the Corporation. The Chair will be responsible for determining the agenda, times and location of the meeting they convene.
- 2.4 Decisions of the Joint Committee will be by consensus, and no decisions will be made unless a quorum is present. A quorum will consist of two (2) members from the Union and two (2) members from the Corporation.
- 2.5 Time spent at Joint Committee meetings or as required by the Joint Committee will be considered as time worked with pay. Work schedules of Union members may be rearranged, by mutual agreement, in order to avoid overtime costs.

3.0 Job Evaluation Manual and Rating Process

- 3.1 The parties agree that the job evaluation manual and rating process that was used in the initial pay equity process will be used by the Joint Committee. This includes all points, factors, weighting, bench marks, etc.
- 3.2 To collect job information necessary to evaluate job classes within the bargaining unit, the parties agree to use a Pay Equity Questionnaire agreed to by the Joint Committee. The Joint Committee may also decide to seek clarification or further job information such as by interviewing incumbents or supervisors.
- 3.3 In the event that a quorum of members is unable to achieve a consensus decision in order to agree upon any rating, the matter will be referred to the Pay Equity Commission for resolution.
- 3.4 Prior to issuing its final rating the Joint Committee will advise the incumbent and Division of the proposed rating. The incumbent and/or the Division will then have fourteen (14) calendar days to make a written submission to the Joint Committee if they feel that the rating is inappropriate.

- 3.5 The final ratings by the Joint Committee, whether by consensus or through the Pay Equity Commission, are subject to ratification by the Union and the Corporation.

Should either party fail to ratify then the matter may be referred to Arbitration as per Article 36.05 (a) of the collective agreement. Either party may call one (1) or more of its own Joint Committee members to give evidence and such evidence may include the rating of the Joint Committee.

4.0 Outstanding Ratings

The parties have agreed that the Joint Committee will re-rate all female jobs rated since the posting of the Pay Equity Plan in December 1990 and rate positions whose rates of pay hereinafter are properly revisable as per Article 36, Clause 36.05 (a) of the collective agreement. The parties agree that the backlog in ratings will be completed as soon as possible.

The parties agree that the above has been complied with previously and that this part does not require that the parties complete a new pay equity plan by re-rating all the female dominated jobs in the collective agreement. It requires that pay equity continue to be maintained. In addition, the Pay Equity Memorandum of Settlement between the parties, dated January 13, 2005, continues to apply as it relates to the maintenance of pay equity.

July 25, 2000

LETTER OF UNDERSTANDING BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY
(hereinafter referred to as the "Corporation")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as the "Union")

RE: CLUBHOUSE CLERK, RANGER, AND STARTER

1. The parties agree to recommend ratification of this Letter of Understanding to their respective principals as a resolve to Cupe Grievance 22B 1998 Golf Course Employees, and this Understanding is considered the remedy to the arbitration awards dated March 8, 2000, and April 6, 2000.
2. This Understanding is without prejudice and without precedent to any other matters between the Corporation and the Union.
3. The Union agrees to advise the Ontario Labour Relations Board of the withdrawal and abandonment of its appeal for Certification Board File # 1946-99.
4. In accordance with Article 2.01 of the collective agreement, golf course staff who meet the definition of full-time employee as provided for by the Labour Relations Act of Ontario will fall under jurisdiction of the CUPE bargaining unit.
5. A seniority date will be established on the original date of hire. A service date will be established on the original date of hire, but not earlier than November 29, 1995. Seniority and service, however, will not have retroactive application with respect to any collective agreement provisions, provincial or federal statutes/legislation, and so on; seniority and service will take effect and can be utilized upon ratification of this Understanding. New full-time employees hired after the ratification of this Understanding will have seniority and service established in the normal manner.
6. The classifications will be Starter, Ranger and Clubhouse Clerk, pursuant to the job descriptions provided to the Union during the course of arbitration proceedings. The rates of pay in effect upon July 30, 2000.

Clubhouse Clerk	\$16.16 per hour
Ranger	\$15.25
Starter	\$14.80

7. Retroactivity on wages will be provided for current full-time golf course staff as follows, prorated based on months of full-time service (one month being equal to \$400). This will mean:

\$4,800 – for those currently employed full-time since the date of the grievance; or
\$4,000 – for those currently employed full-time since the 1999 golf course season; or
\$1,600 – for those currently employed full-time since the 2000 golf course season.

8. Effective upon ratification of this understanding, current full-time employees will be entitled to health, welfare and benefit plans in accordance with the collective agreement, subject to normal enrollment and eligibility requirements. Benefit waiting periods will be waived. New full-time employees hired after ratification of this Understanding will be entitled to benefits in the normal manner.

In the year 2000, effective upon ratification of this understanding, current full-time employees will be credited with (5) non vested sick leave credits; effective December 31, 2000, normal collective agreement provisions will apply with respect to the credits. New full-time employees hired after ratification of this Understanding will receive sick leave credits in the normal manner.

In the year 2000, effective upon ratification of this understanding, current full-time employees will be allocated vacation in accordance with their established service date, e.g. an employee will be entitled to (3) weeks vacation this year on the basis of (2) years of service from September 9, 1998. New full-time employees hired after ratification of this Understanding will receive vacation allotment in the normal manner. In all cases, vacation time cannot be taken during the golf season. Outside of the golf season, normal collective agreement provisions will apply with respect to vacations.

Effective upon ratification of this Understanding, full-time golf course employees will receive statutory holidays as per the collective agreement.

Effective upon ratification of this understanding, overtime will be paid to full-time golf course employees on the basis of 1-1/2X the regular rate for hours worked beyond (80) per bi-weekly pay period, and (2X) the regular rate for hours worked in the (12) hour period immediately preceding the next scheduled shift.

9. The normal working hours for full-time golf course employees shall be eighty hours every bi-weekly pay period between the hours of 5:30 a.m. and 11:00 p.m. The work schedules will be determined by the Corporation, and may vary from day to day and week to week in accordance with current practice. The parties agree to meet and discuss hours of work. Employees may work less than (80) hours per bi-weekly pay period during the spring and fall start-up and shut-down periods, it being understood that the hours of work reductions, where practical will be on the basis of seniority commencing with the most junior employee, provided work needed to be done can still be completed by the remaining employees. Also, in the event of inclement weather, the hours of work for positions of Starter and Ranger may be less than (80) hours per bi-weekly pay period, it again being understood, where practical, the hours of work reductions will be on the basis of seniority commencing with the most junior employee.
10. Full-time employee absences may be filled by part-time and/or student employees who will continue to be members of UFCW. Absences that are known to exceed (4) weeks will be posted and filled in accordance with the collective agreement, recognizing that during the posting process part-time and/or student employees may be utilized.
11. Dues deduction has commenced in the year 2000.
12. A) End of Golf Course Season

At the end of the golf course season, full-time employees will be issued a layoff notice and may be able to bump into other jobs as per the collective agreement. A full-time employee

who chooses not to bump will forfeit all recall/bumping rights until the start of the next golf season.

B) Beginning of Golf Course Season

At the beginning of the golf season, full-time employees will be recalled to full-time vacancies in order of seniority and provided they remain qualified to do the work.

C) Staffing Ratio

The current status quo will prevail with respect to the number of full-time employees to be employed at the Golf Courses in the year 2000 (exclusive of part 13 d). Thereafter, the Corporation will ensure that at least 50% of the total seasonally required scheduled hours for full-time, part-time and student positions are allocated to full-time positions, (exclusive of part-time/student hours worked to replace for full-time absences) covered by this Understanding.

13. This Understanding will apply as follows to current employees and employees no longer employed. Employees no longer employed will not be entitled to seniority and recall rights.

- a) Rick Sdao – resigned at end of 1999 golf course season. Entitled to \$3,200 retro amount. No longer employed.
- b) W. Smythe – employed as full-time in 1998. Transferred to part-time in 1999. Currently employed on a part-time basis. Entitled to exercise seniority/bumping rights effective upon ratification of this Understanding. Entitled to \$800 retro amount.
- c) P. St. Amand – employed full-time in 1998. Transferred to part-time in 1999. Currently employed on a part-time basis. Entitled to exercise seniority/bumping rights effective upon ratification of this Understanding. Entitled to \$800 retro amount.
- d) J. Gamble – worked full-time in 1998 and 1999. Entitled to \$3,200 retro amount.

J. Gamble will be offered the opportunity to:

- resign from his UFCW position
- commence full-time employment as of August 6, 2000; and
- receive the full-time rate of pay, plus 4% vacation pay.

Should Mr. Gamble accept the offer, he will not be entitled to seniority or service credits, and will not be entitled to benefits. He will be terminated at the end of this golf season, and in 2001 only will be offered full-time employment for the 2001 golf season, subject to the conditions as described above. Thereafter, he will not be eligible for full-time employment. These conditions are without prejudice to the bargaining unit's normal age 65 retirement age. If the offer is accepted, he will be entitled to another \$800 retro amount.

- e) Norm Allen – Supervisor – removed from grievance. To be dealt with outside of grievance process.

- f) Darryl Cambly - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Entitled to \$4800 retro amount. Upon ratification of this Understanding will be given seniority as described above. (Current full-time employee)
- g) Ray Gagnon – employed on a part-time basis in 1998 but resigned in Sept. 98. Therefore ineligible for retro and or bumping rights.
- h) Russ Johnston – employed on a part time basis 1998. He resigned August 30/98. Therefore ineligible for retro and or bumping rights.
- i) Kevin Kochan – employed full-time in 1998. He resigned at the end of the 1998 season. Therefore eligible for \$800 retro.
- j) Joe Woodgate - Employed on part-time basis in 1998. He resigned effective September 13/98. Therefore ineligible for retro and/or bumping rights.
- k) Mark O'Neill - Employed on part-time basis in 1998/99/2000 and still a student. Therefore ineligible for retro and or bumping rights.
- l) Amy Peterson – Employed on a part time basis in 1998/99/2000 and still a student. Therefore ineligible for retro and or bumping rights.
- m) Bill Urry – employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)
- n) Dave Warwick - employed on a part-time basis in 1998, then on full-time basis in 1999 and 2000. Therefore upon ratification of this understanding, will be given seniority as described above. Entitled to \$4000 retro. (Current full-time employee)
- o) Eila Hogan - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding, will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)
- p) Kelly Cumming - employed as a full-time golf course employee in 1998 then accepted a temporary job with the Corporation in another division under CUPE jurisdiction. Eligible for \$800 retro amount. Effective upon ratification will be given seniority as described above to be utilized upon completion of current work assignment.
- q) Bev Francis - employed as a full-time golf course employee in 1998. Employed as a part-time golf course employee in 1999 golf season. No longer employed. Entitled to \$800.00 retro.
- r) Tony Glenna - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)
- s) Ken Rabbe – employed full-time in 1998. No longer employed. Eligible for \$800 retro.
- t) Lawrence Skunta - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)

- u) Don Morin - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)
- v) Cory Smith - employed as full-time golf course employee for 1999 and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4000 retro amount. (Current full-time employee)
- w) Robert Cumming - employed as full-time golf course employee for 1999 and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4000 retro amount. (Current full-time employee)
- x) Karen Britton - employed as full-time golf course employee for 1999 and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4000 retro amount. (Current full-time employee)


THE PARTIES AGREE TO RECOMMEND RATIFICATION OF THIS UNDERSTANDING TO THEIR RESPECTIVE PRINCIPALS.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: BIDDING SENIORITY

The Corporation and the Union agree to include pre-scheduled work time or called in to work time for Relief, Seasonal and Temporary employees while on authorized union leave for bidding seniority.

The Union agrees that there shall not be any grievances (challenges from other employees) with respect to this issue. The process by which such time will be tracked will be as follows:

1. The Union will provide the Corporation with a list of those individuals who have accrued hours for bidding seniority as per the above on a monthly basis.
2. The Corporation will verify those hours being claimed and credit them for the purpose of bidding seniority on a monthly basis.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

JOINT STATEMENT
WORK PLACE HARASSMENT
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

The Employer and the Union agree that all staff have a right to be treated justly and to conduct their relations with each other with dignity and mutual respect. This includes interactions between workers and other workers, and, workers and supervisors. The work environment must be free from harassment. Neither the Employer nor the Union condone behaviour on the part of any employee that undermines work relationships or productivity.

Complaints of harassment can be handled by grievance or direct complaints to supervisors/management as per the Employer's policies. Employees are entitled to obtain Union representation with either approach. Complaints will be investigated quickly and discreetly. Proven harassment will be dealt with decisively, which may include disciplinary and/or other appropriate action.

This joint statement is being promoted by the Union and the Corporation as an affirmation of our commitment to provide a work environment free of harassment. The parties support the continuing education of employees and the promotion of awareness of work place harassment as a matter of policy and practice.

JOINTLY ISSUED THIS _____ DAY OF _____, 2025

BY:

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

MEMORANDUM OF SETTLEMENT

Between

THE CORPORATION OF THE CITY OF THUNDER BAY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 87

RE: BENEFIT ENTITLEMENT FOR EMPLOYEES BUMPING INTO RELIEF, SEASONAL,
TEMPORARY OR PART-TIME POSITIONS

With respect to the issue of regular full-time employees who as a result of a lack of available work are displaced from their full-time position into a relief, seasonal, temporary, or part-time position the parties agree to the following:

(Example: A full-time Parkworker subject to lay-off elects to take the available work or bump into a seasonal Labourer position.)

1. Where a full-time employee works twelve (12) or more days in a calendar month, for the purpose of entitlements to benefits as defined in Article 25 – Sick Leave Plan and Workplace Safety and Insurance and Article 18 – Vacation With Pay they will retain their full-time status.

Note:

(Schedule “A” – 12 days equals 84 hours)

(Schedule “B” - 12 days equals 96 hours)

2. A displaced full-time employee will continue to receive and maintain their benefits unless and until they do not work at least twelve (12) days (Schedule “A” – 12 days equals 84 hours, Schedule “B” – 12 days equals 96 hours) in a calendar month for two (2) consecutive months. Benefits will be terminated at the beginning of the next month when the employee has failed to qualify as stated herein.
3. A displaced full-time employee may have their benefits reinstated provided that they are able to meet the qualifying period of working at least twelve (12) days (Schedule “A” – 12 days equals 84 hours, Schedule “B” – 12 days equals 96 hours) in a calendar month for two (2) consecutive months. Benefits will be reinstated at the beginning of the month following completion of the qualifying period.
4. Where a displaced full-time employee works less than twelve (12) days (Schedule “A” – 12 days equals 84 hours, Schedule “B” – 12 days equals 96 hours) in a calendar month for two (2) consecutive months the employee may be eligible to receive benefits currently provided for under the applicable Letter of Understanding for Relief, Seasonal, Temporary or Part-time Employees.

(Example: Letter of Understanding – Schedule “B” Relief Employees –Equipment Operator IV (Solid Waste and Recycling Services)

Relief Equipment Operator IV’s (Solid Waste and Recycling Services) will not be entitled to the monetary fringe benefits in this agreement, unless specifically provided for and in accordance with this agreement and/or Letter. However, Relief Equipment Operator IV’s (Solid Waste and Recycling Services) will be entitled to Statutory benefits, paid holidays,

and overtime rates in accordance with this collective agreement. Relief Equipment Operator IV's (Solid Waste and Recycling Services) who regularly work the standard number of hours per week-(40) – for the requisite time periods will receive benefits as per conditions outlined in Article 24 of this Agreement.)

5. Subject to the Collective Agreement a displaced full-time employee may be allowed to carry over vacation to the relief, seasonal, temporary or part-time position.
6. In the event the displaced full-time employee accepts the lay-off and does not participate in the bumping process, their benefits and entitlements under Article 25-Sick Leave Plan and Workplace Safety and Insurance and Article 18-Vacation With Pay will cease as per the Collective Agreement.
7. Displaced full-time employees as herein described will only be able to bump into and hold one (1) relief, seasonal, temporary or part-time position. (Example: An employee will not be allowed to hold two (2) relief positions.)

Further, and in consideration of the above, the Union agrees to withdraw the following grievances 15B-01, 12B-02, 4A-03, 5A-03 and 16B-03.

The parties agree that Russell Dubray will receive ten (10) days of non-vested sick leave credits retroactive to December 31, 2000. Twenty-six (26) hours will be deducted from those non-vested sick leave credits and Mr. Dubray will be paid out twenty-six (26) hours at the rate of \$17.82 per hour.

The parties agree that Robert Stark will receive 2.499 days of non-vested sick leave credits retroactive to December 31, 2001. Seven (7) hours will be deducted from those sick leave credits and Mr. Stark will be paid out seven (7) hours at the rate of \$17.84 per hour.

The parties agree that with respect to Chantal Santin and Craig Carson, although they had no lost time, any non-vested sick leave credits would be reimbursed.

Dated at Thunder Bay this ____ day of _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**RE: SCHEDULE "B" – ENVIRONMENTAL ENGINEERING TECHNICIAN WATER TREATMENT
PLANT- TEN (10) HOUR SHIFT ROTATION SCHEDULE**

A. General

1. The parties agree to continue an extended hours of work schedule for Environmental Engineering Technicians at the Water Treatment Plant. This letter is intended to cover the conditions applicable to those employees that are working a compressed work week on ten (10) hour shift rotations schedule.

B. Hours of Work

1. A normal bi-weekly work period shall consist of eighty (80) hours.
2. The regular hours of work for Environmental Engineering Technicians at the Water Treatment Plant working the ten (10) hour shift rotation schedule shall consist of ten (10) hour tours of duty plus a one-half (1/2) hour unpaid meal break, between the hours of 7:30 a.m. and 6:00 p.m. Environmental Engineering Technicians at the Water Treatment Plant shall work four (4) shifts per week from Sunday to Saturday with a minimum of two (2) days off between tours.
3. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

C. Overtime

1. Authorized overtime will be paid at a rate of double time (2X) the employee's regular rate for time worked during the twelve (12) hour period immediately preceding their regular scheduled tour of duty, and at the rate of one and one half times (1.5X) the employee's regular rate for time worked following the completion of their tour of duty.
2. Any authorized overtime that occurs on an employee's first day off shall be paid at a rate of one and one half (1.5X) the employee's regular rate of pay for all hours worked. Any authorized overtime that occurs on an employee's second day off or subsequent days off thereafter shall be paid at a rate of two times (2X) the employee's regular rate of pay for all hours worked.

D. Vacation

1. For the purpose of vacation entitlement as per Article 18.01, one (1) day of vacation will equal eight (8) hours of vacation entitlement.
2. For the purposes of vacation usage, one working day of vacation will be equal to ten (10) hours pay.

The number of individuals granted vacation per classification at any one time shall be at the discretion of the Corporation based on operational requirements.

E. Statutory Holidays

For the purposes of this ten (10) hour shift agreement, Statutory Holidays will be treated as follows:

1. When the holiday falls on the employee's regularly scheduled day off, the employee will receive either an additional eight (8) hours pay, or accumulate eight (8) hours of paid time off in lieu of pay for the holiday, with the understanding that a subsequent paid day off will require ten (10) accumulated hours of lieu time.
2. When the holiday falls within the employee's regular work day, and the employee is required to work on the holiday, the employee will receive double time (2X) the employee's regular rate of pay for time worked plus an additional ten (10) hours pay or accumulate ten (10) hours paid time off in lieu of pay for the holiday. Lieu days may be allowed to accumulate and may be taken in blocks of five (5) days within a three (3) month period following the accumulation. Lieu time will be taken at a time agreeable between the employee and the supervisor.
3. When the holiday falls during the employee's regular work day, and the Corporation determines that the employee will not be required to work, the employee will receive either ten (10) hours pay or accumulate ten (10) hours paid time off in lieu of pay for the holiday.

F. Sick Leave

1. For the purpose of Article 25.02 b), one non-vested sick leave credit will be equal to eight (8) hours pay.
2. For the purposes of Articles 25.04, 25.05, 25.06, and 25.07, one vested sick leave credit will be equal to eight (8) hours pay.

G. Relief

1. For the purpose of relief for vacation, orientation and/or certification of new employees, the Corporation shall have the right with seven (7) days notice to assign an employee in any classification covered under the Water Treatment Plant Section to the (10) hour shift schedule on a temporary basis.

H. Choosing of Shift Rotation

1. Prior to commencement of this ten (10) hour shift agreement, choice of shift rotation will be based on seniority with the most senior employee getting first selection and so on. Subsequent to the establishment of the ten (10) hour shift rotation schedule, preference of shift rotation will only be revisited when a junior employee hired into a full-time Environmental Engineering Technician position is placed into the posted vacant ten (10) hour shift rotation and a senior employee in the Environmental Engineering Technician classification requests a switch in shifts within seven (7) days of the junior employee's appointment.
2. The Corporation will not be responsible for remuneration of overtime as a result of the establishment and/or re-establishment as per B.3 or H.1 of the Water Treatment Plant ten (10) hour shift rotation schedule.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**RE: SCHEDULE "B" – WATER POLLUTION CONTROL PLANT (WPCP) OPERATOR TWELVE
(12) HOUR SHIFT SCHEDULE**

The parties agree to the following terms and conditions for the twelve (12) hour shift schedule for Operator(s) at the Water Pollution Control Plant (WPCP).

The parties agree to the following:

1. Four (4) full-time Operator(s) positions will provide for twenty-four (24) hours per day and seven (7) days per week Operator coverage at the WPCP. WPCP employees currently working an 8:00 a.m. to 4:30 p.m. shift may be assigned to the twelve (12) hour Operator shift schedule to fill vacancies. If seven (7) days' notice is not given then overtime rates shall apply on the first day only.
2. The posting and filling of the Operator vacancies will be in accordance with the collective agreement.
3. The extended hours shift schedule for Operator(s) shall consist of a twelve (12) hour tour of duty and the hours of work will average eighty-four (84) straight time hours bi-weekly. The shift schedule will consist of two (2) or three (3) consecutive day or night shifts followed by two (2) or three (3) consecutive days off. The twelve (12) hour shift schedule will include two (2), half hour, paid meal breaks per twelve (12) hour shift.
4. When it is necessary to establish or reschedule shifts, seven (7) days' notice shall be given by the Corporation to the employees concerned. If seven (7) days' notice is not given then overtime rates shall apply on the first day.
5. Overtime work will be paid for as follows:
 - a. Authorized overtime shall be paid at a rate of double time (2X) the employee's regular rate of pay for time worked during the twelve (12) hour period immediately preceding and following their regular shift schedule.
 - b. Authorized overtime shall be paid at the rate of one and one-half times (1-1/2X) the employee's regular rate of pay for time worked on their first scheduled day off. Any authorized overtime worked on an employee's second or third scheduled day off shall be paid at a rate of two times (2X) their regular rate of pay for all hours worked.
6. For the purposes of Article 18 - Vacation, one working day of vacation will be equal to eight (8) hours vacation entitlement and one week of vacation will equal forty (40) hours of vacation entitlement.

For the purpose of vacation usage, one working day of vacation will be equal to twelve (12) hours pay.

7. For the purpose of Article 19 - Statutory Holidays, employees who are eligible to be compensated for a paid holiday in accordance with the collective agreement will be governed by the following:
 - a. when the holiday falls on the employee's regularly scheduled day off, the employee will accumulate eight (8) hours paid time off in lieu of pay for the holiday, with the understanding that a paid day off will require twelve (12) accumulated hours of time;
 - b. when the holiday falls within the employee's regular work day, and the employee is required to work on the holiday, the employee will receive double time (2X) the regular rate of pay for time worked plus an additional twelve (12) hours pay or accumulate twelve (12) hours paid time off in lieu of pay for the holiday;
 - c. Operator(s) working the twelve (12) hour shift schedule are considered "shift worker" and statutory holidays will be observed and be paid for on the day that it falls;
 - d. lieu days may be allowed to accumulate and may be taken in blocks of five (5) days within a three (3) month period following the accumulation. Lieu time will be taken at a time agreeable between the employee and the supervisor; and
 - e. for the purpose of lieu time usage, one working day will be equal to twelve (12) hour pay.

8. For the purposes of Article 25.02 b), 25.04, 25.05, 25.06 and 25.07, one (1) vested sick leave credit shall be equal to eight (8) hours pay.

 For the purpose Article 25.02 b), ten (10) non-vested sick leave credits are equal to eighty-four (84) hours pay.

 For the purpose of non-vested sick leave usage, one (1) sick day is equal to twelve (12) hours pay.

9. Operator(s) working on the twelve (12) hour work schedule will be paid shift premium in accordance with Article 17.01 b) Schedule "B" Employees.


10. New Operator(s) will not be given a twelve (12) hour shift until Management determines that the Operators are trained and qualified to perform the duties of an Operator.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: SCHEDULE "B" – RELIEF OPERATOR - WATER POLLUTION CONTROL PLANT (WPCP)

The Union and the Corporation agree to the following procedure with regards to the hiring of up to four (4) Relief Operators-Water Pollution Control Plant and usage of Relief Operator(s) to be used for relief only, on an "on call" basis, at the Water Pollution Control Plant (WPCP) as follows:

1. The hiring/selection of Relief Operator(s) will be at the Corporation's discretion.
2. Relief Operator(s) will become Union members and be subject to dues deductions as per the agreed to formula.
3. Relief Operator(s) will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Operator(s) will be entitled to statutory benefits, and paid holidays and overtime rates in accordance with this collective agreement. Relief Operator(s) who regularly work the standard hours per week - (40) hours - for the requisite time periods will be entitled to receive the benefits of Article 24 of this agreement.
4. When it is necessary to replace a regular Operator working the 8:00 a.m. to 8:00 p.m. shift for less than seven (7) calendar days, the work will be offered to regular employees in accordance with the distribution of overtime Article 16.01 d). If no response, Relief Operator(s) will be called to work and if no response, the work will be assigned to the least senior WPCP employee working the 8:00 a.m. to 4:30 p.m. shift.
5. When it is necessary to replace a regular Operator working the 8:00 p.m. to 8:00 a.m. shift for less than seven (7) calendar days, the work will be offered to Relief Operator(s). If no response, the work will be offered to regular employees in accordance with the distribution of overtime Article 16.01 d) and if no response, the work will be assigned to the least senior WPCP employee working the 8:00 a.m. to 4:30 p.m. shift.
6. When it is necessary to replace a regular Operator working the 8:00 a.m. to 8:00 p.m. shift and/or the 8:00 p.m. to 8:00 a.m. shift for greater than seven (7) calendar days, the work will be offered to Relief Operator(s). If no response, the work will be assigned to the least senior Operator at the WPCP working the 8:00 a.m. to 4:30 p.m. shift.
7. Relief Operator(s) will be paid shift premium in accordance with Article 17.01 b) Schedule "B" Employees.

Relief Operator(s) will be paid statutory holiday pay in accordance with Article 19.10 Statutory Holiday Pay – Relief Employees of the collective agreement and will be considered "shift workers" for the purpose of determining statutory holiday pay entitlement.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: SCHEDULE “B”–SUMMER TWELVE (12) HOUR SHIFT SCHEDULE FOR THE LEADHAND, PARK WORKER-TRADES, AND A PARK WORKER AT CHIPPEWA

The Union and the Corporation agree to the following terms and conditions for the twelve (12) hour shift schedule for the Lead hand, Park Worker-Trades, and a Park Worker at Chippewa:

1. The parties agree to a twelve (12) hour shift schedule for the Leadhand, Park Worker-Trades, and a Park Worker working at Chippewa. The twelve (12) hour shift schedule will commence in May and end on Labour Day.
2. The Leadhand, Park Worker-Trades, and a Park Worker will revert back to their regular hours of work, in accordance with Article 15, the day after Labour Day.
3. The work schedule for the Leadhand, Park Worker Trades and a Park Worker shall consist of either two (2) or three (3) consecutive twelve (12) hour shifts followed by either two (2) or three (3) consecutive days off, inclusive of a ½ hour paid meal break and a ½ hour unpaid meal break. The daily shifts will be from 8:00 a.m. to 8:30 p.m. The scheduled hours of work will average eighty-four (84) hours over a bi-weekly period (seven (12) hour shifts every 14 days).

Prior to the commencement of this twelve (12) hour shift agreement, preference of days off will be based on seniority with the most senior employee getting first selection. Preference of days off will be revisited two weeks prior to the commencement of each summer season.

Sample Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	OFF	X	X	OFF	OFF	X	x
Week 2	X	OFF	OFF	X	X	OFF	OFF

4. When it is necessary to establish or reschedule shifts, seven (7) days' notice shall be given by the Corporation to the employees concerned.
5. Overtime work will be paid for as follows:
 - a) Authorized overtime will be paid for at a rate of double time (2X) the employees regular rate of pay for time worked during the twelve (12) hour period immediately preceding their regular shift schedule, and at the rate of one and one half times (1-1/2X) the regular rate for time worked following the completion of their regular shift schedule.

b) Authorized overtime shall be paid at the rate of one and one-half times (1-1/2X) their regular rate for authorized overtime worked on their first scheduled day off; time and one-half (1-1/2X) for the first six (6) hours of authorized overtime worked on their second scheduled day off; double time (2X) for authorized overtime worked beyond six (6) hours of previous work performed on their second scheduled day off; and double time (2X) for authorized overtime worked on their third scheduled day off.

6. For the purposes of Article 18 – Vacation with Pay, one working day of vacation will be equal to eight (8) hours pay, one week of vacation will equal forty (40) hours pay.

For the purpose of vacation usage, one working day of vacation will be equal to twelve (12) hours pay.

7. For the purpose of Article 19 - Statutory Holidays, employees who are eligible to be compensated for a paid holiday in accordance with the collective agreement will be governed by the following:

a) when the holiday falls on the employee's regularly scheduled day off, the employee shall receive another day off with pay at a time agreed upon between the employee and the employer; and,

b) when the holiday falls within the employee's regular work day, and the employee is required to work on the holiday, the employee will receive double time (2X) the regular rate of pay for time worked plus an additional twelve (12) hours pay; and,

c) when the holiday falls during the employee's regular work cycle, and the Corporation determines that the employee will not be required to work, the employee will receive either an additional twelve (12) hours pay or accumulate twelve (12) hours paid time off in lieu of pay for the holiday.

8. For the purpose of Article 25.02 b), one non-vested sick leave credit will be equal to eight (8) hours pay.

9. For the purposes of Articles 25.04, 25.05, 25.06, and 25.07, one vested sick leave credit will be equal to eight (8) hours pay.

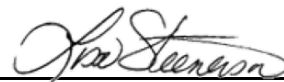
10. The Corporation will not be responsible for remuneration of overtime as a result of the establishment and/or re-establishment of the twelve hour shift schedule of this Letter of Understanding.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**RE: SCHEDULE “B” – SEWER AND WATER (OPERATIONS AND MAINTENANCE) AND
SEWER AND WATER (CONSTRUCTION) REORGANIZATION**

- 1) The parties agree with the 2023 to 2026 wage rates and pay structure listed below for the Lead Operator (Operations and Maintenance) and Lead Operator (Construction).

Lead Operator Wage Rates and Certification/License Requirements (Pay Structure)

	Cert/License Requirement (Must hold)	Wage Rate	Certification Pay	Wage Rate and Certification Pay Combined
2023	Class 2 WD & 1 WWC	\$32.06	\$0.85	\$32.91
	Class 3 WD & 2 WWC	\$33.53	\$1.60	\$35.13
	Class 4 WD & 3 WWC	\$34.90	\$2.65	\$37.55
	Class 4 WD & 4 WWC	\$34.90	\$3.30	\$38.20
2024	Class 2 WD & 1 WWC	\$33.18	\$0.85	\$34.03
	Class 3 WD & 2 WWC	\$34.70	\$1.60	\$36.30
	Class 4 WD & 3 WWC	\$36.12	\$3.05	\$39.17
	Class 4 WD & 4 WWC	\$36.12	\$3.90	\$40.02
2025	Class 2 WD & 1 WWC	\$34.18	\$0.85	\$35.03
	Class 3 WD & 2 WWC	\$35.74	\$1.60	\$37.34
	Class 4 WD & 3 WWC	\$37.20	\$3.05	\$40.25
	Class 4 WD & 4 WWC	\$37.20	\$3.90	\$41.10
2026	Class 2 WD & 1 WWC	\$35.21	\$0.85	\$36.06
	Class 3 WD & 2 WWC	\$36.81	\$1.60	\$38.41
	Class 4 WD & 3 WWC	\$38.32	\$3.05	\$41.37
	Class 4 WD & 4 WWC	\$38.32	\$3.90	\$42.22

Note: General wage increases do not apply to certification pay.

- 2) The parties agree with the 2023 to 2026 wage rates and pay structure listed below for the Water Distribution and Waste Water Collection Operator (Operations & Maintenance) and Water Distribution and Waste Water Collection Operator (Construction).

	Years of Experience (continuous service)	Cert/License Requirement (must hold)	Wage Rate	Certification Pay	Wage Rate & Certification Pay combined
2023	After 1 year	Class 1 WD & 1 WWC	\$27.72	\$0.50	\$28.22
	After 2 years	Class 2 WD & 2 WWC	\$28.86	\$1.20	\$30.06
	After 3 years	Class 3 WD & 3 WWC	\$30.16	\$2.00	\$32.16
	After 4 years	Class 4 WD & 3 WWC	\$31.49	\$2.65	\$34.14
		Class 4 WD & 4 WWC	\$31.49	\$3.30	\$34.79
2024	After 1 year	Class 1 WD & 1 WWC	\$28.69	\$0.50	\$29.19
	After 2 years	Class 2 WD & 2 WWC	\$29.87	\$1.20	\$31.07
	After 3 years	Class 3 WD & 3 WWC	\$31.22	\$2.20	\$33.42
	After 4 years	Class 4 WD & 3 WWC	\$32.59	\$3.05	\$35.64

		Class 4 WD & 4 WWC	\$32.59	\$3.90	\$36.49
2025	After 1 year	Class 1 WD & 1 WWC	\$29.55	\$0.50	\$30.05
	After 2 years	Class 2 WD & 2 WWC	\$30.77	\$1.20	\$31.97
	After 3 years	Class 3 WD & 3 WWC	\$32.16	\$2.20	\$34.36
	After 4 years	Class 4 WD & 3 WWC	\$33.57	\$3.05	\$36.62
		Class 4 WD & 4 WWC	\$33.57	\$3.90	\$37.47
2026	After 1 year	Class 1 WD & 1 WWC	\$30.44	\$0.50	\$30.94
	After 2 years	Class 2 WD & 2 WWC	\$31.69	\$1.20	\$32.89
	After 3 years	Class 3 WD & 3 WWC	\$33.12	\$2.20	\$35.32
	After 4 years	Class 4 WD & 3 WWC	\$34.58	\$3.05	\$37.63
		Class 4 WD & 4 WWC	\$34.58	\$3.90	\$38.48

Note: General wage increases do not apply to certification pay.

If an Operator bids on a position and leaves the Water Distribution and Waste Water Collection Operator position for a promotion or demotion, temporary or full-time, outside of Sewer & Water (Operations and Maintenance) or Sewer & Water (Construction) and subsequently returns to the Operator position, continuous service for the purpose of wage progression will start over and will commence at the "after 1 year" wage rate upon their return to the Operator position.

If an Operator bids on a demotion or a position that does not require certification, temporary or full-time, within Sewer & Water (Operations and Maintenance) or Sewer and Water (Construction) and returns to the Operator position, continuous service for the purpose of wage progression starts over and will commence at the "after 1 year" wage rate upon their return to the Operator position.

In both cases above, if an employee returns to the Operator position within 30 working days in accordance with Article 22.05 Schedule "B" Employees, continuous service will not be affected.

If an Operator performs duties on a day to day basis or takes a temporary promotion within Sewer & Water (Operations and Maintenance) or Sewer & Water (Construction) and returns to the Operator position, continuous service will not be affected.

All Operator positions filled through the posting process will be paid in accordance with the Operator pay structure and employees will commence at the "after 1 year" wage rate, regardless of current certification levels that an Operator may hold. Continuous service as a Water Distribution and Waste Water Collection Operator and certification requirements will need to be fulfilled prior to moving to the next level on the pay structure.

3) Stand-By

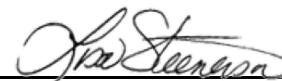
Effective January 1, 2019, the Corporation will apply the standby provisions as set out in the collective agreement and will determine the number of employees on standby and the standby periods.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**RE: APPRENTICESHIP PROGRAM 310T (TRUCK & COACH AUTOMOTIVE
TECHNICIAN**

In order to address the current challenges associated with the filling of Truck & Coach/Automotive Technician vacancies, the parties agree to the implementation of an Apprenticeship Program, under the 310T framework, governed by the following terms and conditions:

1. The need for the Apprenticeship Program 310T is at the sole discretion of the Corporation and they may add or remove the program at any time.
2. All Apprenticeship Program vacancies will be posted as per Article 22 Promotions & Vacancies.
3. Only those candidates that are either a licensed 310S Technician, a licensed Heavy Equipment Technician or are currently in a 310S apprenticeship and have completed the intermediate level, or are in a Heavy Equipment or 310T apprenticeship and have completed level one of the apprenticeship, and able to demonstrate education as well as industry knowledge and experience, will be considered.
4. An apprentice will be subject to all Articles of the Collective Agreement related to Schedule "B" employees, apart from those outlined in these terms.
5. No apprentice, while employed by the City as an apprentice, will have the right to apply for any other vacancies under Article 22 Promotions and Vacancies and will not have access to the layoff and bumping provisions of the Collective Agreement.
6. While an apprentice is completing their Apprenticeship Program they will be paid a percentage of the rate for a Truck & Coach/Automotive Technician, as follows:
 - 70% Upon commencement of employment as an apprentice and until the Apprentice has completed Level 1 of the 310T in-school training and has 2,000 hours of on-the-job training.
 - 80% Apprentice has completed Level 2 of the 310T in-school training and have 4,000 hours on-the-job training.
 - 90% Apprentice has completed Level 3 of the 310T in-school training and 6,000 hours on-the-job training.
 - 100% Has obtained (310T) Truck & Coach Certificate of Qualification.

100% Licensed Heavy Equipment Technician in the 310T Apprenticeship program.

7. Once an apprentice has obtained a (310T) Truck & Coach Certification of Qualification they will be transferred into the Truck & Coach/Automotive Technician classification and be governed by all related Articles under the Collective Agreement.
8. An apprentice shall attend school on their own personal time. When attending the 8-week block period of school, they will be granted a leave of absence without pay in accordance with Article 23 – Leave of Absence.
9. If the apprentice is required to pay tuition, the apprentice may apply for tuition reimbursement as per Corporate Procedure HR-04-22 Tuition Fee Reimbursement (College and University). Nothing herein shall be considered a guarantee of approval for tuition reimbursement under HR-04-22.
10. An apprentice will accrue vacation entitlement as per Article 18 Vacations with Pay and be governed for vacation selection as per Article 18.06 and 18.07. an apprentice may take vacation at the beginning of an apprenticeship school term.
11. An apprentice shall be assigned to a variety of functions, tasks and shifts to complete the Apprenticeship Program and their hours of work will be governed by Article 15.02. Actual scheduling of shifts for apprentices will be solely at the discretion of the Supervisor – Equipment.
12. Regular progress assessments will be conducted. The supervisor – Equipment, based on the requirements and guidelines of the Apprenticeship Program, will have sole discretion to decide if the progress and performance are adequate to continue in the Apprenticeship Program.
13. An apprentice who has not completed their probationary period may be terminated for unsuitability. An apprentice who has completed their probationary period may be removed from the Apprenticeship Program and have their employment terminated for any of the following reasons:
 - a) Just cause.
 - b) If an apprentice fails to take the training/school course when they are scheduled to take some, provided that their failure to take such course is not due to a cause beyond their control.
 - c) It has been determined by the Supervisor – Equipment Fleet Maintenance that the apprentice's progress or performance is not adequate to continue in the Apprenticeship Program.
 - d) If an apprentice fails a training course at any level.

Termination for any of the above noted reasons will not be made the subject matter of a grievance under Article 9 – Grievance Procedure.

14. Upon successful completion of the Apprenticeship Program and upon receipt of a Trade Certification, the employee agrees to remain in the employ of the City of Thunder Bay, in the position of Truck & Coach/Automotive Technician, for a period

of two (2) years. Should the employee choose to leave the employ of the City within the first year of the two-year period mentioned above, they acknowledge that the amount of tuitions reimbursement received during their apprenticeship represents a debt, which the City may satisfy through deductions from wages, vacation pay and/or other appropriate means. Should the employee choose to leave the employ of the City withing the 2nd year of the two-year period mentioned above, they acknowledge that half of the amount of tuition reimbursement received during their apprenticeship represents a debt, which the City may satisfy through deductions from wages, vacation pay and/or other appropriate means.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: BENEFITS FOR EMPLOYEES AFTER AGE 65

The parties agree that:

1. Those full-time employees who continue to work past age 65 will be provided with the following benefits:
 - a. Medical, Hospital and Dental benefits as outlined in Articles 24.01, 24.02, 24.04, and 24.05 b), and
 - b. Sick benefits:
 - i. For employees in Schedule A classifications – six (6) non-cumulative casual sick days each year (pro-rated based on one (1) day for each two (2) months of services) and STD (66 2/3rds normal gross straight time pay, taxable from the first day of accident or hospitalization and the third day of illness for up to 15 weeks).
 - ii. For employees in Schedule B classifications – ten (10) days of non-vested sick leave credits each calendar year (new employees to receive credits on a pro-rata basis upon completion of their probationary period). Unused days to be cumulative. Any sick leave credits accumulated may not be used for early leave or cash payout.
2. The benefits listed in paragraph 1 will be the sole benefits provided by the City, and shall be provided on the same terms and conditions as those applicable to other full-time employees in the CUPE bargaining unit.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**RE: SCHEDULE "A" – MUNICIPAL ENFORCEMENT SERVICES – TEN (10) HOUR
SHIFT**

The parties agree to a ten (10) hour shift schedule for Schedule "A" employees in the Municipal Law Enforcement Officer II (Compliance Officer), Municipal Law Enforcement Officer III (Field Enforcement Officer), Municipal Law Enforcement Officer IV (Licensing & Coach Officer), Municipal Law Enforcement Officer IV (Standards & Coach Officer) classifications at Municipal Enforcement Services.

This Letter of Understanding is intended to cover the terms and conditions applicable to those employees that are working the ten hour tour of duty shift schedule.

Hours of Work

The regular hours of work for full-time Schedule "A" Municipal Enforcement Services employees, except Animal Care Attendants and Dispatch Clerks, shall consist of ten (10) hour tours of duty plus a one (1) hour unpaid meal break, between the hours of 8:30 a.m. and 12:00 midnight. The normal regular hours in a bi-weekly work period shall consist of seventy (70) hours. The bi-weekly work period shall consist of four (4) ten (10) hour tours of duty in a seven (7) day period (Sunday to Saturday) followed by three (3) ten (10) hour tours of duty in a seven (7) day period (Sunday to Saturday). The shifts may not be consecutive and may be either a day or evening shift. There shall be a minimum of two (2) consecutive days off in each seven (7) day period. There shall be a minimum of eight (8) hours off between shifts. When it is necessary to establish or reschedule shifts, seven (7) days' notice shall be given by the Corporation to the employees concerned.

Overtime

Authorized overtime will be paid at a rate of double time (2X) the employee's regular rate for time worked during the twelve (12) hour period immediately preceding their regular scheduled tour of duty, and at the rate of one- and one-half times (1.5X) the employee's regular rate for time worked following the completion of their tour of duty. Overtime does not apply to scheduled shifts that have a minimum of eight (8) hours between shifts.

All employees shall be paid at the rate of one and one-half (1 1/2X) for work performed on their first and second consecutive scheduled days off; one and one-half (1 1/2X) for the first five (5) hours of work performed on their third consecutive scheduled day off; double time (2X) for work performed beyond five (5) hours of previous work performed on their third consecutive scheduled day off; and double time (2X) for work performed on their fourth and fifth consecutive scheduled day off.

For the purpose of 16.02 Banked Time, employees shall be given the option of choosing overtime pay or equivalent time off in lieu of overtime, up to an aggregate annual maximum of seventy (70) hours.

Vacation

For the purpose of vacation entitlement as per Article 18.01, one (1) day of vacation will equal seven (7) hours of vacation entitlement.

For the purposes of vacation usage, one working day of vacation will require ten (10) hours of vacation entitlement. The number of individuals granted vacation per classification at any one time shall be at the discretion of the Corporation based on operational requirements.

Shift Premium

Shift Premium will be paid in accordance with Article 17.01 a) Schedule "A" Employees.

Statutory Holidays

For the purposes of this ten (10) hour shift agreement, Statutory Holidays will be treated as follows:

When the holiday falls on the employee's regularly scheduled day off, the employee will receive either an additional ten (10) hours pay, or accumulate ten (10) hours of paid time off in lieu of pay for the holiday.

When an employee works on a Statutory Holidays, the employee shall receive pay for the day, plus payment at double time for the hours actually worked or equivalent time off with pay in lieu of thereof.

It is agreed that time off in lieu of pay for the holiday will be taken within the three (3) month period immediately following the statutory holiday. Lieu time will be taken at a time agreeable between the employee and the supervisor.

Sick Leave

For the purposes of casual sick leave entitlement as per Article 25.01 a) Sick Leave Plan – Schedule "A", one (1) noncumulative casual sick day is equal to seven (7) hours.

For the purposes of casual sick leave usage, one sick day will require ten (10) hours of casual sick leave.

For the purposes of Articles 25.04, 25.05, 25.06 and 25.07, one vested sick leave credit will be equal to seven (7) hours pay.

Prior to commencement of in the ten (10) hour shift schedule, new hires may be assigned to work seven (7) hour tours of duty plus one (1) hour unpaid meal break between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday. When it is necessary to establish or reschedule shifts, seven (7) days' notice shall be given by the Corporation to the employees concerned.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

 _____

City Clerk _____

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**RE: SCHEDULE "B" – TWELVE (12) HOUR SHIFT SCHEDULE FOR VEHICLE
EQUIPMENT TECHNICIANS (SUPERIOR NORTH – EMERGENCY MEDICAL
SERVICES (EMS))**

The Union and the Corporation agree to the following terms and conditions for the twelve (12) hour shift schedule for the Vehicle Equipment Technicians at Superior North EMS:

1. The parties agree to a twelve (12) hour shift schedule for the Vehicle Equipment Technicians at Superior North EMS.
2. The work schedule for the Vehicle Equipment Technicians shall consist of two (2) twelve (12) hour day shifts and two (2) twelve (12) hour night shifts, inclusive of one ½ hour (30 minutes) unpaid meal break and one ½ hour (30 minutes) paid meal break followed by four (4) consecutive days off. The start times for the shifts will be at the discretion of management.
3. When it is necessary to establish or reschedule shifts, seven (7) days' notice shall be given by the Corporation to the employees concerned.
4. Overtime work will be paid for as follows:
 - a) Authorized overtime will be paid for at a rate of double time (2X) the employee's regular rate of pay for time worked during the twelve (12) hour period immediately preceding their regular shift schedule, and at the rate of one and one half times (1.5X) the regular rate for time worked following the completion of their regular shift schedule.
 - b) Authorized overtime will be paid at the rate of one and one half times (1.5X) the regular rate for time worked on an employee's scheduled day off.
5. For the purposes of Article 18 – Vacation with Pay, one working day of vacation will be equal to eight (8) hours pay, one week of vacation will equal (40) hours pay.

For the purposes of vacation usage, one working day of vacation will be equal to eleven and one half (11.5) hours pay.
6. For the purposes of Article 19 – Statutory Holidays, employees who are eligible to be compensated for a paid holiday in accordance with the collective agreement will be governed by the following:

- a) When the holiday falls on the employee's regularly scheduled day off, the employee shall receive another day off with pay at a time agreed upon between the employee and the employer; and,
 - b) When the holiday falls within the employee's regular work day, and the employee is required to work on the holiday, the employee will receive double time (2X) the regular rate of pay for time worked plus an additional eleven and one-half (11.5) hours pay; and,
 - c) When the holiday falls during the employee's regular work cycle, and the Corporation determines that the employee will not be required to work, the employee will receive either an additional eleven and one half (11.5) hours pay or accumulate eleven and one half (11.5) hours paid time off in lieu of pay for the holiday.
7. Vehicle Equipment Technicians will be considered shift workers for the purposes of Article 19.08.
 8. Vehicle Equipment Technicians will be entitled to shift premium in accordance with Article 17.01 b).
 9. For the purpose of Article 25.02 b), one non-vested sick leave credit will be equal to eight (8) hours pay.
 10. For the purposes of Articles 25.04, 25.05, 25.06 and 25.07, one vested sick leave credit will be equal to eight (8) hours' pay.
 11. For the purpose of sick pay usage, one sick day will be equal to eleven and one half (11.5) hours of sick leave.
 12. The Corporation will not be responsible for remuneration of overtime as a result of the establishment and/or re-establishment of the twelve-hour shift schedule of this Letter of Understanding.
 13. Employees working in the Vehicle Equipment Technician position will be supplied with a uniform which they will be required to wear while performing their duties. Uniforms must be kept in good repair and be clean and presentable.

SIGNED THIS _____ DAY OF _____, 2025.

FOR THE CORPORATION

FOR THE UNION

Mayor _____



City Clerk _____