

Agreement

Between:

**The Corporation of the Municipality of Leamington
(herein, the "Corporation")**

- and -

**The Canadian Union of Public Employees and its Local 528.4
Pollution Control Centre and Water Division
(herein, the "Union")**

Term of Agreement:

January 1, 2026

to

December 31, 2028

Index

Article 1 - Purpose	1
Article 2 - Definitions	2
Article 3 - Recognition	2
Article 4 – Labour-Management Committee	3
Article 5 – Strikes and Lockouts	4
Article 6 – Union Dues.....	4
Article 7 – Union Security	4
Article 8 – Management’s Rights.....	5
Article 9 – Seniority, Layoff and Recall.....	5
Article 10 – Grievance Procedure.....	7
Article 11 – Discharge, Suspension or Discipline	8
Article 12 - Arbitration	9
Article 13 – Vacation with Pay	10
Article 14 – Leave of Absence.....	12
Article 15 – Jury Duty	14
Article 16 – Hours of Work, Overtime and Working Conditions – Pollution Control Centre	14
Article 17 – Hours of Work, Overtime and Working Conditions – Water Division	19
Article 18 – Paid Holidays.....	22
Article 19 – Bereavement Leave	22
Article 20 - Uniforms.....	23
Article 21 – Safety Footwear	23
Article 22 – Sick Leave.....	24
Article 23 – Safety, Health and Welfare.....	25
Article 24 - Wages	29
Article 25 – Allowances & Reimbursement of Expenses	30
Article 26 – Job Security.....	30
Article 27 – Technological Change.....	30
Article 28 – Duration of Agreement	31

Collective Agreement

Between:

**The Corporation of the Municipality of Leamington
(herein, the Corporation of the first part)**

- and -

**The Canadian Union of Public Employees
And its Local No. 528.4
(herein, the Union of the second part)**

Whereas the Union and the Corporation have agreed to certain employment and working conditions for employees of the Corporation who perform services at the Pollution Control Centre and within the Water Division of the Corporation.

And whereas the said Council has by By-Law No. 207-12 authorized the execution of this Agreement.

Therefore in consideration of the promises and mutual covenants herein contained, the Parties have agreed that:

Article 1 - Purpose

1.01 The purpose of this Agreement is:

- (a) To establish and maintain collective bargaining relations between the Corporation and its employees employed within the bargaining unit described in Article 3.
- (b) To recognize the importance of workplace Parties adapting to change.
- (c) To promote flexibility, productivity and employee involvement in the workplace.
- (d) To encourage communication between the Corporation and employees in the workplace.
- (e) To recognize the importance of economic growth as the foundation for mutually beneficial relations amongst the Corporation, employees and the Union.
- (f) To encourage cooperative participation of employers and employees in resolving workplace issues.
- (g) To provide a mechanism for the prompt and equitable resolution of workplace disputes.

Article 2 - Definitions

- 2.01 The word "employee" shall mean a person employed by the Corporation and included within the bargaining unit described in Article 3 of this Agreement.
- 2.02 The phrase "probationary employee" shall mean an employee who has not completed the probationary period prescribed in Article 9 of this Agreement.
- 2.03 The phrase "seniority employee" shall mean an employee who has completed the probationary period prescribed in Article 9 of this Agreement.
- 2.04 The phrase "casual employee" shall mean a high school, college or university student employed during their vacation period or persons hired when employees are unable to work due to accident or illness. Casual employees shall not be hired continuously beyond a period of six (6) months in any twelve (12) month period.
- 2.05 The term "Manager" shall mean:
- a) The Manager of Environmental Services or designate, responsible for matters relating to water distribution and wastewater treatment;
- 2.06 The phrase "calendar year" shall mean a consecutive twelve (12) month period commencing January 1st and ending December 31st.
- 2.07 The phrase "calendar month" shall mean a period of approximately thirty (30) consecutive days commencing on the first day of a month and ending on the last day of that same month.
- 2.08 The term "layoff" shall mean any period of time when the employee is scheduled to work for less than their regularly scheduled work week but does not include any week in which the employee's regularly scheduled work week is reduced because of:
- (a) approved vacation;
 - (b) approved leave of absence;
 - (c) paid holidays;
 - (d) the employee was not able to work or unavailable to work for any reason;
 - (e) any strike or lockout occurring at their place of work or elsewhere;
 - (f) disciplinary suspension; or
 - (g) termination pursuant to Article 9.08 of this Agreement.

Article 3 - Recognition

- 3.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation employed at its Pollution Control Centre and at its Water Division save and except Water Supervisor, persons above the rank of Water Supervisor, the Laboratory Technician/Environmental Officer, the Pollution Control Supervisor and the Manager of Environmental Services and office staff.

- 3.02 The Corporation shall discuss with the Union, through its accredited representatives, all matters and grievances which may arise between them during the life of this Agreement.
- 3.03 No person employed by the Corporation who is not represented by the Union shall perform work normally performed by employees, except for the purposes of instruction or training, except in cases of emergency, and except for casual employees and other situations mutually agreed upon by the Corporation and the Union.
- 3.04 There shall be no agreement, written or verbal, between the Corporation and any employee which conflicts with the express provisions of this Agreement.

Article 4 – Labour-Management Committee

- 4.01 (a) A Labour - Management Committee shall be established and shall consist of a maximum of two (2) representatives of the Union (comprised of one (1) from each of the Water Division and the Pollution Control Centre) and a maximum of two (2) representatives of the Corporation. The Labour - Management Committee shall concern itself with matters of the following general nature:
- (i) considering constructive criticisms so that proper relations may exist between the Corporation and the employees;
 - (ii) increasing operational efficiency by promoting cooperation between the Corporation and its employees;
 - (iii) improving service to the public;
 - (iv) promoting education and training of the employees.
- (b) The Labour - Management Committee shall meet at the written request of either party at a time and place mutually satisfactory to both Parties, provided however that in no event shall such meetings occur more frequently than once every month. The meetings shall be alternately chaired by a representative of the Union and the Corporation.
- (c) It is further mutually agreed and understood that the Labour - Management Committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and that no matter which is the subject matter of a grievance or arbitration shall in any event be the subject of discussion at any meeting of this Committee.

Article 5 – Strikes and Lockouts

- 5.01 There shall be no cessation of work through strikes or lockouts while this Agreement is in force. “Strike” and “Lockout” shall be defined in accordance with the *Labour Relations Act, 1995*, as amended from time to time.
- 5.02 In the event that any other employees of the Corporation engage in a strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right on confrontation by a hostile picket line to refuse to force their way across such picket lines, unless accompanied by appropriate police protection. Failure to cross such a picket line by the members of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

Article 6 – Union Dues

- 6.01 The Corporation shall deduct union dues from the pay of each employee in an amount directed in writing by the Union. Such deductions shall be made monthly on the seniority employees first pay of each calendar month. The amounts so deducted shall be transmitted as directed by the Union before the 10th day of the following calendar month.
- 6.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Corporation acknowledges the right and duties of the Union Stewards. The Stewards shall assist any employee, which the Stewards represent, in preparing and presenting their grievance in accordance with the grievance procedure. The Corporation agrees that the Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.
- 6.03 The Union recognizes that the Steward is employed by the Corporation. No Steward shall leave their work to perform their duties under this Agreement without obtaining permission of the Manager, which permission shall not unreasonably be withheld. Such time to investigate the grievance shall not be excessive nor abused. Any time spent investigating disputes and processing grievances shall be considered time worked and shall result in no loss of remuneration for the employees involved.

Article 7 – Union Security

- 7.01 All current seniority employees as a condition of employment shall remain members of the Union. All new employees hired within the bargaining unit shall, as a condition of employment, become members of the Union immediately after completion of thirty (30) working days of employment.

Article 8 – Management’s Rights

- 8.01 The Union recognizes that it is the exclusive right of the Corporation to hire, direct, assign work, classify, transfer, promote, demote, lay off and the right to discipline, suspend or discharge for just cause, any employee who is subject to the provisions of this Agreement, and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 8.02 The Union further recognizes the right of the Corporation to operate and manage its operations in all respects in accordance with its obligations, and to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any alteration to existing rules and regulations and any new rules and regulations will be posted on bulletin boards at the workplace for a period of not less than seven (7) calendar days prior to their implementation.
- 8.03 The Corporation agrees not to discriminate against, coerce, restrain or restrict any employees as a result of exercising their rights under this Agreement.

Article 9 – Seniority, Layoff and Recall

- 9.01 The Corporation further covenants and agrees to make a list of all of the employees and keep such list in the office of the Corporation, and post a copy thereof at the Water Division and the Pollution Control Centre for inspection at any reasonable time by an elected officer of the Union. Also, a copy of said list to be made up in a manner readily showing the seniority based on length of service of all employees concerned. Only seniority employees shall be listed on the seniority list. The Corporation shall update and post the seniority list as required to ensure it shows the current status of each employee in the bargaining unit.
- 9.02 An employee, other than a casual employee, shall be considered a probationary employee until they have been employed for ninety (90) calendar days within any period of twelve (12) consecutive months. An employee who has completed the said probationary period and who continues to be employed by the Corporation shall be considered a seniority employee and shall be placed on the seniority list dating from the first day of their employment. Articles 10 and 12 of this Agreement are not applicable to probationary employees and further, Articles 10 and 12 shall not be available to the Union on behalf of probationary employees with respect to discharge, suspension, discipline or any matter regarding seniority.
- 9.03 (a) If it is necessary to reduce the staff of the Water Division or the Pollution Control Centre, employees with the least seniority shall be laid off first and when required shall be recalled in reverse order. Only employees who have attained seniority shall be eligible to be recalled in order of seniority.
- (b) No new employees shall be hired at either the Water Division or the Pollution Control Centre until laid off employees in that same Division have been given an opportunity of recall.

- (c) No new employees shall be hired for any bargaining unit position until all laid off employees within the bargaining unit who are qualified to perform the duties of the position have been offered, in order of seniority, the position.
- 9.04 Seniority shall be based upon the length of service of each employee in either the Water Division or the Pollution Control Centre.
- 9.05 The exchange or transfer of any employee in either the Water Division or the Pollution Control Centre to the other Division shall be permitted without loss of credited service. No exchange or transfer of employees shall be permitted which will cause loss of employment to any seniority employee and all exchanges and transfers shall be subject to the approval of the Corporation.
- 9.06 (a) When vacancies or new positions occur within the bargaining unit, and the vacancy or position is to be performed by an employee for a minimum of six (6) months within a calendar year, then the Corporation will post notice of the vacancy or position for a period of five (5) working days in a place where all employees may view the posting in order to allow seniority employees to apply.
- (b) The Corporation will consider the following factors in determining, which if any of the applicants is to be awarded the position:
- (i) the requirements of the posted position and qualifications;
 - (ii) seniority.
- (c) If no applications are received from seniority employees or if none of the applicants are awarded the posted vacancy, the Corporation may then fill the vacancy in such a manner as it determines.
- (d) The Corporation may fill the posted vacancy in such a manner as it determines for up to fifteen (15) working days until the vacancy is filled in accordance with Article 9.06 (a)
- 9.07 An employee shall lose their seniority and their employment shall be terminated when the employee:
- (a) quits, resigns or retires;
 - (b) fails to report for work for two (2) consecutive working days without notifying the Corporation and without supplying a reason satisfactory to the Corporation for such failure;
 - (c) is laid off and not recalled for a period of thirty-six (36) months;

- (d) the employee has been laid off and fails to return to work within ten (10) calendar days of the date the Corporation has sent a notice of recall by registered mail to the last address provided by the employee to the Human Resources Officer and also by registered mail to the President of the Local.
- (e) the employee is discharged and not reinstated pursuant to the provisions of the grievance and arbitration procedures herein contained;
- (f) the employee overstays a leave of absence granted by the Corporation without notifying the Corporation and without supplying a reason satisfactory to the Corporation for such failure;
- (g) the employee engages in gainful employment while on leave of absence from the Corporation; or
- (h) the employee leaves work without obtaining a leave of absence, unless the employee supplies a reason satisfactory to the Corporation for not obtaining a leave of absence.

9.08 The Corporation reserves the right to hire casual employees who are not covered by this Agreement nor shall they in any way benefit from the terms and conditions as set forth in this Agreement.

9.09 In the event that a casual employee is hired as a probationary employee and there is no interruption between their employment as a casual employee and their employment as a probationary employee, the seniority date for such employee, if seniority is attained, shall be the first date worked as a casual employee of the uninterrupted period.

Article 10 – Grievance Procedure

10.01 A grievance shall be defined as any difference or dispute between the Corporation and any seniority employee of the Corporation regarding the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated. Seniority employees shall process their grievances in the manner and within the time limits prescribed in Articles 10, 11 and 12 of this Agreement.

10.02 Any time limit referred to in Articles 10, 11 and 12 of this Agreement within which any procedure is required to be taken or within which a decision is required to be delivered or within which a notice is required to be given are mandatory and may only be extended by mutual agreement between the Corporation and the Union.

10.03 Section 48 (16) of the *Labour Relations Act, 1995*, as amended from time to time, does not apply to this Agreement.

10.04 All grievances shall be presented by a seniority employee to their Manager. All grievances must be presented in writing on the prescribed form within seven (7) calendar days of the occurrence or when the seniority employee has become aware or should reasonably have become aware of the occurrence which has given rise to the grievance. All notices regarding the processing of grievances shall be provided in writing.

10.05 **Step I**

Within four (4) calendar days of receipt of the grievance, the Manager shall give an appointment to discuss the matter with the aggrieved seniority employee and Union representative. Within five (5) calendar days of such discussion, the Manager shall render a decision in writing.

Step II

If the complaint is still unsatisfied, any grievance arising therefrom may be delivered in writing to the Director of Infrastructure Services within five (5) calendar days of the said decision.

Step III

Within four (4) calendar days of the receipt of the notice, the Director of Infrastructure Services shall discuss the said grievance with the aggrieved seniority employee and Union representative. Within five (5) calendar days of such discussion, the Director of Infrastructure Services shall render a decision in writing.

Step IV

If the Union wishes to appeal the decision of the Director of Infrastructure Services to the Chief Administrative Officer, the Union shall deliver written notice to the Chief Administrative Officer within four (4) calendar days after receipt of the decision. The Chief Administrative Officer shall hear such grievance within five (5) calendar days after receipt of the notice and shall deliver a decision in writing to the Union secretary within seven (7) calendar days after such hearing.

Article 11 – Discharge, Suspension or Discipline

- 11.01 (a) Upon a recommendation or initiation of a discharge, suspension or discipline of any seniority employee or whenever a written work infraction is issued, a copy of the work infraction report shall be delivered to the seniority employee and the Union Steward within seven (7) working days from the date of the occurrence given rise to the infraction. The report shall contain particulars of the infraction provided however that where a seniority employee is not at work and it is not possible to deliver the infraction personally to the employee, such infraction report shall be delivered to the Union Steward. In all cases of discharge, suspension or discipline the grievance procedure shall commence at Step IV of the grievance procedure.
- (b) A written disciplinary notice shall be removed from a seniority employee's file provided the seniority employee has had no other disciplinary notice for a period of twenty-four (24) months.

- (c) A seniority employee shall be allowed to examine their personnel file upon reasonable notice and an employee shall have the right to receive a copy of any material contained in their personnel file.
- (d) At a hearing relating to disciplinary action, the Corporation agrees not to introduce as evidence any document, the existence of which the employee was not aware at the time the document was placed in their file.

Article 12 - Arbitration

- 12.01 If the Union is not satisfied with the decision of the Chief Administrative Officer upon a grievance, then the Union will be allowed ten (10) calendar days from the date of receipt of the decision of the Chief Administrative Officer as provided for in Article 10.05 to notify the Chief Administrative Officer that it will submit the matter to arbitration. Such notice shall be in writing and contain the name of the Party's nominee to the Board of Arbitration.
- 12.02 Following receipt of the notice, the Corporation shall, within ten (10) calendar days following receipt of such notice, inform the Union of the name of its appointee to the Board of Arbitration.
- 12.03 The two nominees so appointed shall, within twenty (20) calendar days of the appointment of the second nominee, appoint a third person who shall be the Chair of the Board of Arbitration. If the Corporation fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chair within the time prescribed, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.
- 12.04 The Board of Arbitration shall hear and determine the matter and shall issue a decision, in writing, and the decision is final and binding upon the Parties.
- 12.05 The Board of Arbitration shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any of the provisions of this Agreement or to substitute any new provision for any existing provision.
- 12.06 The Corporation and the Union shall each bear the expenses and fees of their respective appointee to the Board of Arbitration and the Corporation and the Union shall each pay one-half (1/2) of the expenses and fees of the Chair.

Article 13 – Vacation with Pay

13.01 Vacation shall be granted in the same calendar year in which it was earned. Each employee shall be entitled to vacation with pay on the following basis:

- (a) Upon commencement of service, vacation pay shall be granted in accordance with following table:

Commencement of Employment on or Before	Vacation in working Days
January 31 st	2 weeks
February 28 th	1 week, 4 days
March 31 st	1 week, 3 days
April 30 th	1 week, 2 days
May 31 st	1 week, 1 day
July 31 st	1 week
August 31 st	4 days
September 30 th	3 days
October 31 st	2 day
November 30 th	1 day

- (b) Thereafter, vacation with pay shall be granted as follows:

In the Employee's second year of service - two (2) weeks' vacation time.

In the Employee's third year of service, and thereafter - three (3) weeks' vacation time.

In the Employee's eighth year of service, and thereafter - four (4) weeks' vacation time.

In the Employee's thirteenth year of service, and thereafter - five (5) weeks' vacation time.

In the Employee's twentieth year of service, and thereafter - six (6) weeks' vacation time.

In the Employee's twenty-seventh year of service, and thereafter – seven (7) weeks' vacation time.

- (c) Both active employment and inactive employment (eg. time spent on approved leave of absence, temporary lay-off, etc.) is included for the purposes of calculating an employee's entitlement to vacation time.

However, vacation pay will only be calculated on the actual wages earned by the employee during the period in respect of which vacation is earned. For clarity, "wages" does not include sums paid as gifts, discretionary bonuses,

expenses, travel allowances, contributions to a benefit plan (subject to subsections 60 (3) or 62 (2) of the ESA), or payments an employee receives from a benefit plan (e.g. long-term disability, WSIB, benefit reimbursements, etc.)

- 13.02 (a) In the event an employee does not use their total vacation in any one year, the remaining portion may be used in the following year. Such unused portion shall not exceed one (1) week and may only be taken if the approval of the Manager is given.
- (b) All unused vacation carried over into the following year, shall be paid at a rate equivalent to the employee's base rate of pay as at December 31st of the preceding year in which the carry over vacation is taken.
- (c) Employees who have greater than 20 vacation days earned in any one year, and who have taken a minimum of 20 vacation days that were earned in that same year may at the end of that year, bank vacation to a maximum of 10 days per year.
- (d) With the exception of those employees described in section (e), employees who have banked vacation shall not use more than 10 banked vacation days per year and at all times approval of banked vacation is at the discretion of the Manager of Environmental Service and/or designate.
- (e) In the event of the retirement of an employee, all remaining banked vacation shall be used in the days immediately preceding the employee's day of retirement and, in no case, shall that employee receive payment for any unused banked vacation.
- (f) Employees who leave the employment of the Corporation to take full time employment elsewhere shall receive payment for any unused banked vacation.
- (g) In the event an Employee leaves the employment of the Corporation, and the Employee has taken vacation entitlement not yet earned, the Corporation shall be entitled to deduct from the Employee's last payment of wages, such overpayment of vacation, which amount shall be calculated based upon the number of vacation hours that were taken but not yet earned.
- (h) Vacation will be taken so that in no way will the department be unable to perform its normal work through lack of qualified personnel.

13.03 Each employee shall submit a written request for scheduling of their vacation on or before December 1 in the year prior to the year in which the vacation will occur. The Corporation shall post vacation schedules prior to December 15 of each year. Vacation requests shall be granted on a seniority basis subject to such requests being submitted to the Manager prior to December 1 in the year prior to the year in which vacation shall occur. Vacation

requests submitted after December 1 shall be granted to the employee first submitting a vacation request.

- 13.04 (a) In the event an employee is absent from the workplace for a complete calendar month, the employee's vacation entitlement shall be reduced by one-twelfth (1/12) for each calendar month, consecutive or intermittent, the employee is absent. Approved paid leaves of absence, vacation, Union business, pregnancy/parental leave and absences of up to ninety (90) calendar days resulting from an approved WSIB claim shall be considered as days worked for the purpose of this Article.
- (b) If an employee returns to work for at least six (6) months following an approved WSIB claim, then the employee shall be credited with the balance of their vacation time entitlement for the period of the WSIB claim to a maximum of a further three (3) months.
- (c) Notwithstanding 13.04 (a), in the event an employee is absent from the workplace for a complete calendar month, and provided the employee is drawing from their accumulated sick leave banks, the employee's vacation entitlement shall not be reduced by one-twelfth (1/12) for each calendar month.

Article 14 – Leave of Absence

- 14.01 When a seniority employee has been elected or appointed to represent the Union at a convention or conference, the employee shall be allowed leave of absence when applied for, for a reasonable time, without pay. A reasonable leave of absence may be granted to a seniority employee without remuneration, but any seniority employee taking employment for wages or salary during their leave of absence shall forfeit their standing on the seniority list, unless permission has been given to the employee on mutual agreement between the seniority employee, the Corporation and the Union. Any service, however, that a seniority employee may be called upon to render in a representative manner, on behalf of their fellow civic employees, shall not be considered as covered by the word "employment" as used herein, and upon the employee's return to service such seniority employee shall be entitled to their former position on the seniority list. Requests for leaves of absence for Union business shall be given preference.
- 14.02 Notwithstanding the foregoing, the following provisions shall apply with respect to negotiations, grievances and arbitration hearings, respectively:
- (a) When a seniority employee or seniority employees have been elected or appointed to represent the Union in negotiation meetings with the Corporation, they shall be allowed leave of absence when applied for, with pay, for time so spent during regular working hours. Such seniority employee or seniority employees shall not be paid by the Corporation for time spent in any negotiation meetings with the Corporation held after conciliation/mediation.

- (b) A Union Steward shall be granted a reasonable amount of time off their regular duties, with pay, to deal with grievances as provided in Article 10.05 of this Agreement, provided such Union Steward shall first obtain the permission of the Manager.
- (c) A Union Steward who is required to attend an arbitration hearing shall be granted time off their regular duties, to the extent necessary, without pay, provided such Union Steward shall give the Manager not less than seven (7) calendar days notice regarding the time they will be off, unless unable to do so due to circumstances beyond their control, in which event, they shall give as much notice as possible.
- (d) A seniority employee who is required to attend an arbitration hearing as a grievor or as a witness shall be granted time off their regular duties, to the extent necessary, without pay, provided such seniority employee shall give the Manager not less than seven (7) calendar days notice regarding the time they will be off, unless unable to do so due to circumstances beyond their control, in which event, they shall give as much notice as possible.

14.03 An employee, when going to be absent from duty, either through illness or any other cause save and except approved leave of absence, shall notify their Manager before starting time, so that arrangements can be made to fill the vacancy for such absence of the employee. The employee shall also notify the Manager when they are able to return to duty. An employee who fails to notify their Manager shall be considered absent without pay.

14.04 In the event of serious illness of a seniority employee's parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, grandparents or grandchildren, the seniority employee shall be granted a leave of absence with pay; provided, however, that such leave or leaves of absence shall not exceed five (5) days in total in any calendar year. For the purpose of this Article, a parent shall be defined to include foster parent, step-parent or other person who had been a legal guardian. Child shall be defined to include foster child, step-child or other child for whom the seniority employee is a legal guardian.

14.05 In order for a request for a personal leave of absence to be considered, an employee shall submit the request for personal leave of absence, in writing, to the Manager no less than forty-eight (48) hours prior to the leave of absence, unless a shorter duration is agreed upon by the employee and the employee's Manager.

14.06 An employee who is granted a personal leave of absence without pay in excess of fifty percent (50%) of the scheduled working days in a month, consecutive or intermittent, and who wishes to continue to be enrolled in the plans described in Articles 23.01 to 23.06 inclusive of this Agreement, may do so, subject to and in accordance with the terms and provisions of the plans, provided the employee pays to the Corporation, the amount of the premium payment. This privilege shall not be granted beyond a period of twelve (12) months.

Article 15 – Jury Duty

15.01 The Corporation shall grant leave of absence without loss of benefits to a seniority employee who serves as a juror or witness in any Court. The Corporation shall pay the seniority employee the difference between their normal earnings and the payment the employee receives for jury service or Court witness, excluding payment for traveling, meals, or other expenses. The seniority employee shall present proof of service and the amount of pay received. The time spent by a seniority employee required to serve as a Court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

Article 16 – Hours of Work, Overtime and Working Conditions – Pollution Control Centre

16.01 The following working conditions shall be operative during the term of this Agreement. These conditions apply only to employees of the Pollution Control Centre:

- (a) The regularly scheduled work week for employees of the Pollution Control Centre shall consist of five (5) consecutive eight (8) hour days, Monday to Friday. Each work day is inclusive of two (2) fifteen (15) minute paid rest periods taken, where practicable and one-half (1/2) hour lunch as outlined below in Article 16.01 (b) and (c).
- (b) The Corporation may determine and schedule the following shifts for plant operations. The plant operator shifts are inclusive of one-half (1/2) hour paid lunch to be taken when conditions permit. Other scheduled plant shifts are inclusive of one-half (1/2) hour unpaid time for lunch.
 - (i) Plant Operator (days) 0700-1500
 - (ii) Plant Operator (afternoons) 1400-2200
 - (iii) Plant Operator (midnights) 2200-0600
 - (iv) Assistant Plant Operator 0700-1530
 - (v) Spare Operator (0600-1430, 0700-1530, 1000-1830, 1400-2200, 2200-0600)
 - (vi) Maintenance Mechanic 0700-1530

Where possible, priority shall be given to schedule Plant Operator and Assistant Plant Operator at the discretion of management.

- (c) The Corporation may determine and schedule one (1), two (2) or three (3) shifts for the biosolids process. Shifts are inclusive of one-half (1/2) hour paid lunch to be taken when conditions permit.
 - (i) Day shift 0600-1400
 - (ii) Afternoon shift 1400-2200
 - (iii) Midnights shift 2200-0600
- (d) The Corporation will attempt to distribute shifts as evenly as possible. When two (2) or three (3) shifts are scheduled, employees shall rotate taking two

(2) weeks on midnight shift. Other shifts will be scheduled on one (1) week rotation, and the plant operator (day shift) will be scheduled on a three (3) or four (4) week rotation, at the discretion of management.

- (e) Overtime at the rate of two (2) times the base rate shall be paid to employees for all time worked outside regularly scheduled hours, Saturdays, Sundays, paid holidays or during emergencies as approved by the Supervisor and/or the Manager of Environmental Services.

16.02 (a) An afternoon shift premium in the amount of seventy-five cents (\$0.75) per hour shall be paid to all employees required to work a shift between the hours of 2:00 p.m. and 10:00 p.m.

(b) A midnight shift premium in the amount of one dollar (\$1.00) per hour shall be paid to all employees required to work a shift between the hours of 10:00 p.m. and 6:00 a.m.

(c) Shift premiums shall not be paid when employees are receiving overtime pay pursuant to Article 16.01 (e).

16.03 Regardless of any other shifts that are scheduled, the Corporation may schedule employees for maintenance and clean up duties. Such employees shall work and be paid in accordance with Article 16.01.

16.04 Regardless of the shifts that are scheduled, an employee called out to work outside of the employee's regularly scheduled shift shall be paid for all hours worked at the applicable rate of pay, subject to a minimum payment in an amount equal to four (4) hours of pay calculated at the employee's base rate of pay. In the event an employee is called out to work within two (2) hours of the beginning of a previous call out, the employee shall be paid the applicable rate of pay for all hours worked and the employee shall not be eligible for the minimum payment of four (4) hours. If the employee has responded to and completed a call and has left the work place and receives another call out more than two hours after the beginning of the first call out, then the subsequent call out will be considered a new call. Such work shall be assigned to employees according to seniority on a rotating basis.

16.05 (a) An employee who is required by the Manager to be on stand-by shall be paid, in addition to any other payment which the employee may be entitled under this Agreement, the sum of forty-five dollars (\$45.00) for each day the employee is required to be on stand-by.

(b) Stand-by phone will be handed out to the employees on the afternoon biosolids shift. The stand-by phone schedule will be done in December of each year, for the following year's schedule, based on the stand-by assignment process as set out in Article 16.13.

(c) The Manager shall specify the hours for which an employee shall be available.

- (d) If an employee wishes to have another employee assigned to their stand-by assignment and the second employee agrees to be assigned, both employees will obtain the prior written approval of the Manager or designate.
- (e) Employees on stand-by shall be available at all times for a call out and shall at all times be in a condition to perform the work.
- (f) Employees called out shall be paid in accordance with Article 16.04.

16.06 In lieu of payment for overtime, an employee may choose to receive time off, at the applicable rate of pay, subject to a total lieu time in a calendar year not exceeding eighty (80) hours, and such lieu time to be taken off in the calendar year at a time mutually agreed upon by the employee and employee's Manager. All unused lieu time shall be paid to the employee upon request within the same calendar year in which it was earned. Additional lieu time earned after payout can be carried forward into the following year, and shall be paid at a rate equivalent to the employee's applicable rate of pay as at December 31st of the preceding year.

All lieu time carried forward into the following year shall be taken or paid out upon request prior to June 30th.

16.07 The Corporation further agrees to post on the bulletin boards a copy of all orders, regulations or instructions affecting the working conditions of the employees of the said Corporation and to forward a copy to the Secretary of the Union.

16.08 All employees shall be allowed ten (10) minutes at quitting time for changing of clothes and cleaning up.

- 16.09 (a) All planned overtime shall be distributed as evenly as possible amongst those employees qualified to perform the work. The Corporation shall not act in an arbitrary or discriminatory manner when assigning overtime.
- (b) Planned overtime shall be offered first to the employee with the least amount of recorded hours of planned overtime. If all hours are equal, the overtime shall be offered to employees based on seniority. If shifts that are deemed an emergency are asked to be filled under exceptional circumstances as defined under the Employment Standards Act, they will be charged against the employee's planned overtime if worked or refused.
- (c) An employee who refuses to accept planned overtime hours shall have those hours recognized and charged as if they had worked.
- (d) If an employee has accepted weekend planned overtime and is sick on the last normal week day prior to the scheduled overtime, they will forfeit their opportunity for overtime shift(s) on that weekend and will be charged the hours they accepted.

- (e) If an employee is unavailable for planned overtime on a weekend or statutory holiday, in order to not be charged the hours, the employee must have taken a minimum of one (1) day of vacation or lieu time on the preceding scheduled work day of the planned overtime shift(s) or the following scheduled day. Employees who have requested and been approved for a leave of absence under the Collective Agreement or applicable legislation shall not be charged for not accepting planned overtime if they indicated they are not available on the request for leave of absence.

16.10 In addition to regular overtime, an employee who has been required to work in the eight and one half (8.5) hour period immediately preceding their regularly scheduled shift is entitled to the following:

- (a) If an employee actually works a minimum of four (4) continuous hours, the employee is entitled to a six (6) hour rest period. Rest time is to begin at the time the employee leaves the workplace.
- (b) If an employee actually works a minimum of six (6) continuous hours, the employee is entitled to an eight (8) hour rest period. Rest time is to begin at the time the employee leaves work.
- (c) If an employee's hours of rest overlap into their next scheduled shift or scheduled vacation day, then the employee shall be paid their regular hourly wage during the period of the overlap.
- (d) It is the responsibility of the employer and employees of the Pollution Control Centre to work safely and take proper rest periods. Accordingly, the parties will use their best efforts to ensure that employees will be free from work for eight (8) hours, only after they work sixteen (16) consecutive hours.
- (e) In such circumstances, the employee shall contact the Overall Responsible Operator (ORO) and the ORO will determine the appropriate course of action based on the circumstances.
- (f) If a different employee is requested to be on stand-by during the rest period, that employee shall also be entitled to stand-by pay as per Article 16.05 (a). The employee to be offered the stand-by opportunity will be the employee below the stand-by operator on the seniority list.

16.11 The schedule of hours and days of work shall be posted in an appropriate place at least two (2) weeks in advance of the scheduled work period.

16.12 An Operator at the Pollution Control Centre when working in Biosolids who has to be relieved from their shift may not leave the Pollution Control Centre until the employee has either been relieved by another Operator, or upon the approval of a supervisor they have shut down the Biosolids operation.

- 16.13 (a) The Corporation will prepare a stand-by list commencing the first full week of January of each year. Commencing in 2020, the first employee to be on stand-by shall be the employee with the highest seniority. Each year thereafter, the first employee to be on stand-by shall be the employee with the next highest seniority. In the event that a new employee is hired, such employee will not be placed into the stand-by list until the next calendar year, or at the discretion of the Manager.
- (b) For the purposes of assigning stand-by for the week that includes Christmas Day (the "Christmas Week") and the week that includes New Year's Day (the "New Year's Week"), each employee shall be provided a number initially based on seniority, being #1 to #6 (and so on, depending upon the number of employees employed. Commencing in 2020, employee #3 shall be assigned Christmas Week and employee #4 shall be assigned New Year's Week and thereafter in each year.
- (i) the employee assigned to Christmas Week shall be the employee with the next chronological number for the Christmas Week; and
- (ii) the employee assigned to New Year's Week shall be the employee with the next chronological number for the New Year's Week.

In the event that a new employee is hired to replace an employee, such new employee shall be provided with the same employee number as the former employee.

- (c) An employee assigned to be on stand-by Christmas Week or New Year's Week shall not request or be granted vacation during such week, but Article 16.05 (d) shall remain applicable.
- (d) In the event that an employee terminates their employment leaving the employee's assigned stand-by weeks or days vacant, the Manager shall, commencing with the employee with the highest seniority and ending with the employee with the lowest seniority, offer each employee one (1) of the vacant stand-by weeks. In the event that all of the vacant stand-by weeks have not been assigned following the aforementioned offers, the Manager shall, commencing with the employee with the highest seniority, offer each employee one (1) further vacant stand-by week until all of the vacant stand-by weeks have been assigned.

Article 17 – Hours of Work, Overtime and Working Conditions – Water Division

The following working conditions shall be operative during the term of this Agreement. These conditions apply only to employees of the Water Division.

- 17.01 The regularly scheduled work week shall consist of five (5) consecutive work days, Monday to Friday. The regularly scheduled work day shall be from 7:30 a.m. to 4:00 p.m. inclusive of two (2) fifteen (15) minute paid rest periods taken on the job site, where practicable, and one-half (1/2) hour unpaid lunch time.
- 17.02 (a) Overtime at the rate of two (2) times the base rate shall be paid to employees for all time worked outside regularly scheduled hours, Saturdays, Sundays, paid holidays and all emergencies.
- (b) Overtime list for Water Department will be posted at the end of every month.
- 17.03 (1) Regardless of the shifts that are scheduled, an employee called out to work outside of the employee's regularly scheduled shift shall be paid for all hours worked at the applicable rate of pay, subject to a minimum payment in an amount equal to four (4) hours of pay calculated at the employee's base rate of pay. In the event an employee is called out to work within two (2) hours of the beginning of a previous call out, the employee shall be paid the applicable rate of pay for all hours worked and the employee shall not be eligible for the minimum payment of four (4) hours. If the employee has responded to and completed a call and has left the work place and receives another call out more than two hours after the beginning of the first call out, then the subsequent call out will be considered a new call. Such work shall be assigned to employees according to seniority on a rotating basis.
- 17.03 (2) (a) An employee who is required by the Manager to be on stand-by shall be paid, in addition to any other payment which the employee may be entitled under this Agreement, the sum of forty-five dollars (\$45.00) for each day the employee is required to be on stand-by.
- (b) The stand-by assignments shall be determined in December of the year prior to the year of such assignments. Commencing in 2024, the assignments shall be determined as follows:
- (i) The Corporation will prepare a stand-by list commencing the first full week of January of each year. The first employee to be on stand-by shall be the employee with the highest seniority. Each year thereafter, the first employee to be on stand-by shall be the employee with the next highest seniority. In the event that a new employee is hired, such employee will not be placed into the stand-by list until the next calendar year, or at the discretion of the Manager.
- (ii) For the purposes of assigning stand-by for the week that includes Christmas Day (the "Christmas Week") and the week that includes

New Year's Day (the "New Year's Week"), each employee shall be provided a number initially based on seniority, being #1 to #9 (and so on, depending upon the number of employees employed). Commencing in 2024, employee #6 shall be assigned Christmas Week and employee #7 shall be assigned New Year's Week and thereafter in each year.

- a. The employee assigned to Christmas Week shall be the employee with the next chronological number for the Christmas Week; and
 - b. The employee assigned to New Year's Week shall be the employee with the next chronological number for the New Year's Week.
- (c) In the event that a new employee is hired to replace an employee, such new employee shall be provided with the same employee number as the former employee.
- (d) An employee assigned to be on stand-by Christmas Week or New Year's Week shall not request or be granted vacation during such week, but Article 17.03 (g) shall remain applicable.
- (e) In the event that an employee terminates their employment leaving the employee's assigned stand-by weeks or days vacant, the Manager shall, commencing with the employee with the highest seniority and ending with the employee with the lowest seniority, offer each employee one (1) of the vacant stand-by weeks. In the event that all of the vacant stand-by weeks have not been assigned following the aforementioned offers, the Manager shall, commencing with the employee with the highest seniority, offer each employee one (1) further vacant stand-by week until all of the vacant stand-by weeks have been assigned.
- (f) The stand-by phone will be handed out to the employee based on the stand-by assignment process in 17.03 (2)(b).
- (g) If an employee wishes to have another employee assigned to their stand-by assignment and the second employee agrees to be so assigned, both employees shall obtain the prior written approval of the Manager or designate.
- (h) Employees on stand-by shall be available at all times for a call out and shall at all times be in a condition to perform the work.
- (i) Employees called out shall be paid in accordance with article 17.03.

17.04 In lieu of payment for overtime, an employee may choose to receive time off, at the applicable rate of pay, subject to a total lieu time in a calendar year not exceeding eighty (80) hours, and such lieu time to be taken off in the calendar year at a time mutually agreed upon by the employee and employee's Manager. All unused lieu time shall be paid to the employee upon request within the same calendar year in which it was earned. Additional lieu time earned after payout can be carried forward into the following year, and shall be paid at a rate equivalent to the employee's applicable rate of pay as at December 31st of the proceeding year.

All lieu time carried forward into the following year shall be taken or paid out upon request prior to June 30th.

17.05 All planned overtime shall be distributed as evenly as possible amongst those employees qualified to perform the work. The Corporation shall not act in an arbitrary or discriminatory manner when assigning overtime.

17.06 The schedule of hours and days of work shall be posted in an appropriate place at least two (2) weeks in advance of the scheduled work period.

17.07 In addition to regular overtime, an employee who has been required to work in the eight and one half (8.5) hour period immediately preceding their regularly scheduled shift is entitled to the following:

- (a) If an employee actually works a minimum of four (4) continuous hours, the employee is entitled to a six (6) hour rest period. Rest time is to begin at the time the employee leaves the workplace.
- (b) If an employee actually works a minimum of six (6) continuous hours, the employee is entitled to an eight (8) hour rest period. Rest time is to begin at the time the employee leaves work.
- (c) If an employee's hours of rest overlap into their next scheduled shift or scheduled vacation day, then the employee shall be paid their regular hourly wage during the period of the overlap.

17.08 An employee who is requested and accepts being appointed Overall Responsible Operator (ORO) shall be paid, in addition to any other payment which the employee may be entitled under this Agreement, five dollars and fifty cents (\$5.50) per hour for each hour the employee is ORO. When the supervisor has to designate an ORO, the ORO position will be offered based on seniority, provided the employee has the required qualifications and proceed thereafter on a continuous rolling basis year over year.

Article 18 – Paid Holidays

18.01 Employees shall be given the following paid holidays at their base rate of pay:

New Years Day	Remembrance Day	Christmas Day
Family Day	Good Friday	Boxing Day
Easter Monday	Victoria Day	1 Day before Christmas
Canada Day	Civic Holiday	1 Day before New Years
Labour Day	Thanksgiving Day	

In order to qualify for paid holiday pay employees must work their regular shift on the working day immediately prior to the paid holiday and on the working day immediately following the paid holiday, unless the reason for absence is layoff or illness or injury verified by a medical certificate or authorized leave of absence or vacation; provided that the absence, except vacation, commenced within thirty (30) calendar days before the paid holiday. Should any of the recognized holidays fall on a Saturday or a Sunday, the Monday immediately following the Saturday or Sunday shall be considered the holiday for purposes of time off work and pay allowance.

Article 19 – Bereavement Leave

- 19.01 (a) An employee shall be granted up to five (5) regularly scheduled work days leave in conjunction with and must include the day of the funeral/memorial without loss of wages and benefits in the case of the death of a parent, spouse, children or stepchildren, brother or sister. Child shall be defined to include foster child, or other child for whom the employee is a legal guardian.
- (b) An employee shall be granted up to three (3) regularly scheduled work days, in conjunction with and must include the day of the funeral/memorial without loss of wages and benefits in the case of the death of a mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, step-father, step-mother, son-in-law, daughter-in-law, grandparent-in-law.
- (c) One (1) day shall be granted without loss of wages to attend a funeral as a pallbearer, provided such employee has the approval of the Manager and provided however that such leave shall not exceed two (2) in any calendar year.

19.02 A minimum of one (1) day bereavement leave, with pay, may be granted to an employee to attend the funeral of a relative, with the approval of the employee's Manager.

Article 20 - Uniforms

20.01 To those employees of the Pollution Control Centre, the Corporation shall supply ten (10) shirts and ten (10) pairs of pants to each employee; seven (7) of such shirts and seven (7) of such pants shall be laundered by the Corporation per week. The uniforms herein to be provided, shall not be cumulative, and after each employee has been fully supplied with uniforms, any subsequent provision shall be made on the basis of necessity as determined by the employee's Manager. The Manager shall determine if a winter jacket or winter coverall is provided.

20.02 (a) To those employees of the Water Division, the Corporation shall supply the following:

Hard Hats	Rain/Winter Wear	Sweatshirts	Coveralls
Rubber Boots	Safety T-Shirts	Safety Vests	Safety Gloves

(b) To those employees of the Pollution Control Centre, the Corporation shall supply the following:

Hard Hats	Rain/Winter Wear	Sweatshirts	
Rubber Boots	Safety T-Shirts	Safety Vests	Safety Gloves

20.03 Articles of clothing which become worn out or irreparably damaged while in the service of the Corporation shall be replaced upon presentation or surrender of the article of clothing to the Manager.

20.04 The articles of clothing described in Articles 20.01 and 20.02 shall be considered regulation uniforms and shall be as approved by the Manager.

20.05 Any clothing lost or destroyed away from the workplace shall be replaced at the employee's expense.

20.06 Safety footwear and the articles of clothing described in Articles 20.01 and 20.02 shall be worn by employees during working hours. Failure to comply may result in suspension, without pay, until the employee complies.

Article 21 – Safety Footwear

21.01 The Corporation shall reimburse each employee an annual maximum of five hundred dollars (\$500.00) for the purchase of safety footwear. Payment shall be made by the Corporation on being supplied with proof, satisfactory to the Corporation, of purchase of safety footwear and the purchase price paid.

21.02 In the event additional safety footwear is required by an employee, then any additional reimbursement by the Corporation shall be at the discretion of the Manager.

21.03 As a condition of employment, probationary employees shall purchase one (1) pair of safety footwear, the cost of which shall be reimbursed by the Corporation when such employee becomes a seniority employee. The reimbursement shall be in accordance with Article 21.01.

Article 22 – Sick Leave

22.01 Each employee shall be entitled to sick leave with pay as herein provided:

- (a) Sick leave shall be earned by employees on the basis of one and one-half (1 ½ days) for every month during which the employee works not less than fifty percent (50%) of the scheduled working days in that month. Absence on vacation shall be considered as days worked for the purpose of this clause. Employees shall be entitled to accumulate all unused sick leave for future use.
- (b) Sick leave shall not be paid to any employee while in receipt of long term disability (LTD) and/or Workplace Safety and Insurance Board (WSIB) benefits.

22.02 To be entitled to sick leave, an employee shall provide notification to their Manager before the commencement of their shift on the day of the employee's absence due to illness, and complete the sick leave form furnished to them and obtain a certificate from a duly qualified physician verifying such illness if such leave is in excess of four (4) working days.

22.03 The Corporation shall keep a record of unused sick leave for each employee for each year of their employment and shall provide to each employee an annual statement of their sick leave credits.

22.04 It is agreed that whenever an employee shall recover from a third party any amount claimed for loss of wages or sick leave, the employee shall repay to the Corporation forthwith the amount of all monies paid to the employee by the Corporation either by way of sick leave or advances of salary or wages in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave credit which may have been deducted shall be restored to the employee.

- 22.05 (a) Doctor or dentist appointments shall be made whenever possible outside of normal working hours. If appointment can not be made outside of normal hours, such leave will be deducted from sick leave credits. Those employees who do not have sick leave credits, shall attend doctor or dentist appointments without pay.
- (b) Up to five (5) days in a calendar year may be used from the employee's sick leave credits to care for an ill or injured parent, spouse, or child. A parent

shall be defined to include foster parent, step-parent or other person who had been a legal guardian to the employee. Spouse includes a common law spouse. Child shall be defined to include foster child, step-child or child from whom the employee is the legal guardian. The Corporation may request proof of such illness or injury in a form satisfactory to the Corporation.

22.06 Notwithstanding any provision contained in this Agreement, when an employee is absent due to illness or injury, the Corporation shall have the right to require proof of such illness or injury in a form satisfactory to the Corporation.

Article 23 – Safety, Health and Welfare

23.01 The Corporation shall pay the premium life insurance benefits as follows:

- (i) life insurance for employees shall be an amount equivalent to two (2) times their salary to a maximum of \$250,000.00;
- (ii) dependent life insurance for employees shall be \$10,000.00 for spouse and \$5,000.00 for each child;
- (iii) life insurance for retirees who retire after August 1st, 2003 shall be \$5,000.00.

23.02 The Corporation shall continue to pay the premium for a long term disability plan that provides a benefit of seventy percent (70%) of regular monthly earnings to a maximum of five thousand and five hundred dollars (\$5,500.00) per month.

23.03 The Corporation shall continue the OMERS pension plan now in force for all employees.

23.04 The Corporation shall pay one hundred percent (100%) of the Employer Health Tax premium or any replacement to the Employer Health Tax.

23.05 The Corporation shall pay the premium for an extended health care plan that provides employees and employees who retire on or after August 1st, 2003 the following:

- (i) semi-private hospitalization;
- (ii) three dollar (\$3.00) deductible per prescription for active employees maximum nine dollar (\$9.00) dispensing fee;
- (iii) five dollar (\$5.00) deductible per prescription for retirees maximum nine dollar (\$9.00) dispensing fee;
- (iv) up to a maximum of five hundred dollars (\$500.00) every twenty-four (24) months for vision care;
- (v) one eye exam every twenty-four (24) months as per Green Shield guidelines;

- (vi) travel plan with coverage up to a maximum of sixty (60) days per trip;
- (vii) Orthotics:
 - for dependents age 17 and under – maximum of five hundred dollars (\$500) annually;
 - for employee, spouse and others - maximum of five hundred dollars (\$500) every twenty-four (24) months
- (viii) Fertility Drugs – lifetime maximum of five thousand dollars (\$5,000);
- (ix) Chiropractic/Massage Care – Combined maximum on chiropractic and massage therapy at twelve hundred dollars (\$1,200.00)/year maintaining a ten dollar (\$10.00) copay on the first fifteen (15) visits for both chiropractic and massage therapy in each year. No prescription required for massage therapy.
- (x) Psychologist/Osteopath/Speech Therapy/Podiatrist/Chiropodist/Naturopath/Holistic/Accupuncturist to combined maximum of twenty-five hundred dollars (\$2,500.00) per calendar year.

23.06 The Corporation shall continue to pay the premiums for the existing dental plan until August 1st, 2003. Commencing August 1st, 2003 the Corporation shall pay the premium for a dental plan that provides employees the following:

- (i) nine (9) month dental recall and six (6) months for dependents age 17 and under;
- (ii) 50% reimbursement for orthodontics to a lifetime maximum of two thousand dollars (\$2,000.00);
- (iii) current Ontario Dental Association schedule;
- (iv) Prosthodontic/Denture Coverage – 80% reimbursement to a maximum of two thousand dollars (\$2,000.00) every five (5) years.

23.07 The Corporation shall pay the premium for a dental plan that provides employees who retire on or after August 1st, 2003 the following:

- (i) nine (9) month dental recall and six (6) months for dependents age 17 and under;
- (ii) current Ontario Dental Association schedule;

23.08 (a) The Corporation shall continue to provide those employees who were formerly employed and who retired prior to August 1st, 2003 from either The Corporation of the Municipality of Leamington, the former Corporation of the Town of Leamington or the former Corporation of the Township of Mersea

with life insurance, extended health and dental benefits in accordance to the employee's former employer's retiree benefit plans in effect at the time of the employee's retirement. Premiums for such benefits shall continue to be paid in the same manner that was in effect at the time of the employee's retirement.

- (b) Any employee who retires after August 1st, 2003 shall continue to receive retiree life insurance benefits that are in effect at the date of the employee's retirement and receive health and dental benefits that are negotiated from time to time for retirees and provided for in future collective agreements between the Union and the Corporation.
- 23.09 (a) The Corporation shall continue to pay the premiums, pursuant to Articles 23.01 to 23.06 inclusive, subject to and in accordance with the terms and provisions of the plans, for eligible employees who are laid off for the month in which the layoff commences and for the three (3) calendar months immediately following the month in which the layoff, illness or off the job injury commenced, provided they continue to satisfy the requirements for enrollment in the plans.
- (b) The Corporation shall continue to pay the premiums, pursuant to Articles 23.01 to 23.06 inclusive, subject to and in accordance with the terms and provisions of the plans, for eligible employees who are injured on the job and who are eligible to receive Workplace Safety and Insurance Board benefits for a time equivalent to the amount of the employee's full-time credited service with the Corporation (subject to and accordance with Section 5 (a) of the Workplace Safety and Insurance Board Act as amended from time to time) or until the employee attains the age of sixty-five (65) years or until the employee retires, whichever first occurs. Upon retirement the Corporation shall pay retiree benefits as provided in this agreement.
 - (c) (i) The Corporation shall continue to pay the premiums, pursuant to Articles 23.01 to 23.06 inclusive, subject to and in accordance with the terms and provisions of the plans, for eligible employees who are ill or injured off the job for the month in which the layoff commences and for the three (3) calendar months immediately following the month in which the illness or off the job injury commenced, provided they continue to satisfy the requirements for enrollment in the plans.
 - (ii) If an employee is approved to receive long term disability benefits and, at any time, the employee begins to receive such benefits then, while the employee is in receipt of such benefits, the Corporation shall pay the premiums pursuant to Articles 23.01 to 23.06 inclusive, for a time equivalent to the amount of the employee's full-time credited service with the Corporation or until the employee attains the age of sixty-five (65) years or until the employee retires, whichever first occurs. Upon retirement the Corporation shall pay retiree benefits as provided in this agreement.

- (iii) If an employee is approved to receive long term disability benefits, until such time as the employee begins to receive such benefits, then the Corporation shall continue to pay the premiums, pursuant to Articles 23.01 to 23.06 inclusive, subject to and in accordance with the terms and provisions of the plans, for eligible employees for a time equivalent to the amount of the employee's full-time credited service with the Corporation provided the employee has at all times at least sixty (60) banked sick days to the employee's credit. The premiums will also cease if the employee attains the age of sixty-five (65) years or until the employee retires, whichever first occurs. Upon retirement the Corporation shall pay retiree benefits as provided in this agreement.

- 23.10 An employee who is laid off and who wishes to continue to be enrolled in the plans referred to in Articles 23.01 to 23.06 inclusive, may do so, subject to all requirements of the plans, provided the employee continues to be an employee of the Corporation and continues to satisfy the requirements for enrollment in the plans and provided the employee pays to the Corporation, in advance of the premium due date, the amount of the premium payment. This privilege shall terminate on the expiration of twenty-three (23) calendar months immediately following the month in which the layoff commenced.
- 23.11 In the case of the death of an employee or an employee who retires on or after August 1st, 2003 the Corporation shall continue to pay the premiums for an extended health care and dental plan for the employee/retiree's spouse and eligible dependent children for the earlier of a period of time equivalent to the employees full-time service, when the employee/ retiree's spouse takes a spouse or if the employee/retiree's spouse is or becomes actively employed and a benefit plan is available to the spouse at the spouse's place of employment. Should the surviving spouse reach the age of sixty-nine (69) while under the employee's extended health care and dental plan, the surviving spouse and eligible dependents will be transferred to the retiree group until the earlier of a period of time equivalent to the employee's full -time service, surviving spouse takes a spouse or if the surviving spouse is or becomes actively employed and a benefit plan is available to the spouse at the spouse's place of employment.
- 23.12 The Corporation shall observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary. All employees shall cooperate with the Corporation in the prevention of accidents, and shall from time to time, make recommendations to the Corporation as to the prevention of accidents and shall observe the Occupational Health and Safety Act for the Province of Ontario.
- 23.13 The Corporation has the right to provide the health benefits described in Article 23 through any carrier, including self insurance by the Corporation, and the right to change carriers and the administration of the plan, provided that the level of the benefit for the employee shall not change without an amendment to this Agreement.

23.14 The provisions of Article 23.01 and 23.05 will cease to apply when the employee attains the age of sixty-nine (69) years. When an employee attains the age of sixty-nine (69) years and continues to work for the Corporation, then the Corporation shall pay the cost to provide the employee with the same health benefits, dental coverage and life insurance coverage provided in this agreement as if the employee would have retired. The provisions of Article 23.02 will cease to apply when the employee attains the age of sixty-five (65) years. No Long Term Disability (LTD) coverage shall be provided by the Corporation after the employee attains the age of sixty-five (65) years.

23.15 For employees hired after March 31, 2012:

- (a) Entitled to same retiree benefits as existing contract but benefits terminate on the last day of the month when retiree attains the age of sixty-five (65) years of age.
- (b) If retiree dies, retiree life insurance and health benefits continue for the retiree's widow and dependents until the earlier of the last day of the month when the retiree would have attained the age of sixty-five (65) years, the retiree's widow becomes a spouse of another person or the retiree's widow is or becomes actively employed and a health benefit plan is available to the retiree's spouse at the place of employment.

23.16 **Prescription Safety Glasses**

When an employee wears prescription glasses and requires prescription safety glasses, up to a maximum of three hundred dollars (\$300.00) towards the cost every two (2) years, to be administrated through the benefit provider.

Article 24 - Wages

24.01 Wages shall be paid biweekly on a day established by the Corporation for the work period ending on the preceding Saturday, or as may otherwise be agreed upon, according to Schedule "A" attached to and forming part of this Agreement. Should the Corporation wish to change the day wages are paid it will give the Union ninety (90) days notice.

24.02 When an employee obtains certification of a higher class, the employee shall immediately be paid the corresponding rate of pay in Schedule "A" retroactively to the date of certification.

The date of certification means:

- (a) If the employee has completed the work requirements prior to writing the test, then the certification date is as provided by correspondence to the employee from the Ontario Wastewater Certification Office (OWWCO); or

- (b) If the employee has successfully passed the test prior to completing the working requirement, then the date the working requirement is completed.

24.03 An employee shall be granted up to 16 hours with pay per calendar year for the purpose of testing, certification and other requirements required to perform their job subject to approval from the Manager of Environmental Services.

Article 25 – Allowances & Reimbursement of Expenses

25.01 All employees shall be reimbursed for mileage expenses in accordance with the policies of the Corporation as amended from time to time, when the Employee is required to use their own vehicle due to the fact that a vehicle of the Corporation is not available.

25.02 (a) The Corporation shall pay a Seniority Employee four (4) hours wages at their base rate when the employee, with the approval of the Manager, attends to renew the Z endorsement of the employee's driver's license. The Corporation will reimburse fees for license renewal, upon receiving proof satisfactory to the Corporation.

(b) The Corporation shall allow a Seniority Employee to take time to attend a medical examination for licensing purposes. The Corporation will reimburse fees for a medical examination, upon receiving proof satisfactory to the Corporation, up to a maximum of one hundred twenty-five dollars (\$125.00).

Article 26 – Job Security

26.01 No seniority employee shall be laid off as a result of any work or service being sub-contracted.

Article 27 – Technological Change

27.01 The Corporation shall give the Union a minimum of sixty (60) days advance notice, whenever possible, of any decision to introduce any major changes in the Pollution Control Centre or equipment which may have an adverse affect on manpower requirements. If requested, within thirty (30) days of such notice, the Corporation agrees to discuss such changes with the Union.

(a) In the event the Corporation introduces new equipment which requires new or greater skills all employees shall be given the opportunity, where practical, to be upgraded through approved study courses or training. The Corporation shall pay the cost of approved courses or training, however they shall not be paid for hours spent in staff training which may be required after normal working hours.

(b) Any employee who is displaced from their classification through technological change and who continues to work, shall be "red circled" until the group rate reaches the "red circled" rate. Employees who obtain a job in a higher group

through technological change shall receive the rate applicable to the new group rate.

Article 28 – Duration of Agreement

28.01 This Agreement shall be and remain in effect from the 1st day of January 2026 up to and including the 31st day of December, 2028 and thereafter in each succeeding year, subject to change and amendments to the said Agreement.

28.02 Any requests by either party for a change or amendment shall be made in writing to the other Party and such other Party shall, no earlier than thirty (30) days and no later than ninety (90) days, notify the Party requesting the change or amendment of its decision with respect to the request.

28.03 Retroactive payment is to be made within the next two (2) pay periods from the date of notice of ratification. Employees who have left their employment will be notified by Priority Post to their last known address of their entitlement. If their entitlement is not claimed within forty-five (45) days it shall be lost.

Dated this 17 day of December, 2025.

Signed for the Corporation:

Hilda McDonald, Mayor
Kerry Brondarney, Clerk

Signed for the Union:

[Signature]

Schedule "A"

Wage Rates and Classifications

Pollution Control Centre

		Trainee	Class 1	Class 2	Class 3	Class 4	Mechanic
January 1, 2026 to December 31, 2026 \$2.00 wage adjustment	Start	\$29.44	\$32.10	\$33.26	\$34.71	\$36.06	\$36.06
	After 90 Days	\$34.30	\$36.84	\$38.35	\$39.93	\$41.44	\$41.44
January 1, 2027 to December 31, 2027 3%	Start	\$30.32	\$33.06	\$34.26	\$35.75	\$37.14	\$37.14
	After 90 Days	\$35.33	\$37.95	\$39.50	\$41.13	\$42.68	\$42.68
January 1, 2028 to December 31, 2028 3%	Start	\$31.23	\$34.05	\$35.29	\$36.82	\$38.25	\$38.25
	After 90 Days	\$36.39	\$39.09	\$40.69	\$42.36	\$43.96	\$43.96

Water Division

		Trainee	Class 1	Class 2
January 1, 2026 to December 31, 2026 \$2.00 wage adjustment	Start	\$28.63	\$31.53	\$35.21
	After 90 Days	\$33.79	\$36.72	\$41.06
January 1, 2027 to December 31, 2027 3%	Start	\$29.49	\$32.48	\$36.27
	After 90 Days	\$34.80	\$37.82	\$42.29
January 1, 2028 to December 31, 2028 3%	Start	\$30.37	\$33.45	\$37.36
	After 90 Days	\$35.84	\$38.95	\$43.56

Millwright Mechanic

An additional two dollars (\$2.00) per hour premium over a Class 4 Wastewater Operator will be paid to the Mechanic on the condition that the Mechanic is a licensed industrial millwright mechanic.