COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE CITY OF KENORA

-AND-

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (Water Plant) LOCAL 559

Term of the Agreement: January 1, 2016 to December 31, 2019
The Corporation of the City of Kenora

By-law Number 141 - 2017

A By-law to Execute a Memorandum of Understanding Between the Corporation of the City of Kenora and the International Brotherhood of Electrical Workers (IBEW) Local 559

Whereas The Corporation of the City of Kenora deems it necessary to execute a Memorandum of Understanding with the International Brotherhood of Electrical Workers (IBEW) Local 559;

Now Therefore the Corporation of the City of Kenora hereby enacts as follows:-

1. That the Corporation of the City of Kenora hereby enters into a Memorandum of Understanding with the International Brotherhood of Electrical Workers (IBEW) Local 559 for the term January 1, 2016 to December 31, 2019.

2. That the Mayor and Clerk be and are hereby authorized to execute the Collective Agreement on behalf of the Corporation of the City of Kenora.

3. That By-law 99-2017 is hereby repealed.

By-law read a First and Second Time this 21st day of November, 2017

By-law read a Third and Final Time this 21st day of November, 2017

The Corporation of the City of Kenora:-

Sharon Smith, Deputy Mayor

Heather L. Kasprick, City Clerk
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**Article 1 – Preamble and Purpose**

In the interest of the efficient conduct and administration of the City's affairs, it is desirable that there be harmonious relations between the City and its Employees and fair and reasonable remuneration for their work – having regard to the responsibilities of such work, the nature of duties performed and the manner of their discharge, seniority and promotion in the service, and security of tenure of office.

This Agreement constitutes the entire Agreement between the Employer and the Union and the obligations undertaken and rights conferred herein are limited to the duration of this Agreement. No amendment, change or alteration to the Agreement shall be effective unless made in writing and signed by the authorized representatives of the parties of this Agreement.

**Article 2 – Recognition**

2.01 The City recognizes Local 559 of the International Brotherhood of Electrical Workers as the sole bargaining agent for all Employees whose classification are listed in Article 21 of this Agreement and any new classifications which may be created or established during the term of this Agreement, save and except persons above the rank of Overall Responsible Operator, with respect to wages, hours of work and conditions of employment.

2.02 Whenever masculine or feminine references are used in this Agreement, it is understood that the opposite feminine or masculine references are also implied and intended. Similarly, any references to employees in the singular can be assumed to apply to the plural.

**Article 3 – Management Rights**

3.01 The Union acknowledges that the City has the exclusive right to manage its business and direct the working forces, make amend and enforce such rules and regulations as shall from time to time be required consistent with the terms of this Agreement.

3.02 The Union has all rights, which are specified in the subsequent provisions of this Agreement. All matters concerning the operations of the Employer and which are not specifically dealt with herein shall be reserved to the Employer.
Article 4 – Union Membership

4.01 As a condition of employment, all new Employees coming within the scope of the bargaining unit shall after one (1) month's employment become a Member of the Union.

4.02 Compulsory Check Off
Upon receipt of authorization cards duly signed by the Employee, regular monthly union dues shall be deducted from the pay of each Employee and forwarded to the Financial Secretary of the Union before the tenth (10th) of the following month, accompanied by a list of Employees on whose behalf the deductions were made.

4.03 Indemnification of Management
In consideration of this deduction and forwarding service by Management, the Union agrees to indemnify and save Management harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

Article 5 – Employee Categories

5.01 Temporary Employees
(a) Temporary Employees are persons hired for a period not to exceed three (3) months or such longer periods as are mutually agreed to by the parties. Temporary Employees will not accrue seniority or be involved in job progression and are subject to lay-off or termination without recourse to the Grievance Procedure.

(b) In cases where temporary Employees are required, Management may employ such persons without posting and may fill such positions at the discretion of the Employer and there shall not be considered to be a vacancy.

5.02 Probationary Employees
Probationary Employees are persons hired to determine their suitability for continuing employment in regular positions. An Employee shall be considered probationary for three (3) calendar months at the discretion of Management. At the end of his probationary period, his date of hiring will be established as his date of commencement of employment. During this probationary period, Employees will not accumulate seniority and are subject to lay-off or termination without recourse to the Grievance Procedure.
5.03 Regular Employees
Regular Employees are persons who have successfully completed a probationary period and are working in positions covered by this Agreement.

5.04 Student
"Student" is defined as a person who is employed during for a period not to exceed four (4) months, unless mutual agreement between the parties and who was a student in a school, college, university, or other educational institution prior to being employed by the Employer or who may be working under a co-operative work study program and is employed at any time by the Employer and who is intending to return to school at the end of the vacation period or work study program.

Students shall not accrue seniority but they shall pay Union dues. The wage rate for a student shall be as set out in the Wage Schedule.

Students shall be terminated at the end of the school vacation period or work-study program and no grievance may be filed with respect to such termination.

Article 6 – Grievance and Arbitration Procedure

6.01 Definition – A grievance is defined as any difference between the Employer and an Employee as to the interpretations, application, administration, or alleged violation of the Agreement. A grievance shall specify the clause or clauses in the Agreement, which is alleged to have been violated.

6.02 Grievance Procedures – An effort shall be made to settle grievances fairly and promptly and it is understood that an Employee has no grievance until he has first given the Water and Sewer Supervisor or his designate the opportunity of adjusting his complaint. If an Employee has a complaint he shall, either alone or accompanied by the Steward, first take the complaint up with the Water and Sewer Supervisor or his designate who will attempt to adjust it. Such complaint must be submitted within fifteen (15) after the occurrence of the circumstances giving rise to the grievance or within fifteen (15) days from the time when the aggrieved Employee should have known of the occurrence of the event upon which the complaint is based. The Water and Sewer Supervisor or his designate shall give his response to the complaint within five (5) calendar days and, failing settlement, it may then be taken up as a grievance within five (5) calendar days following the decision of the Sewer & Water Supervisor in the following manner:
Step 1: The Employee may present his grievance in writing to the Water and Sewer Supervisor. The grievance shall be on an I.B.E.W. form approved by the Employer and the Union and shall specify the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. The Water and Sewer Supervisor or his designate shall meet with the Union Steward and/or his designate and shall give his reply in writing to the Steward not later than five (5) calendar days following the receipt by the Water and Sewer Supervisor or his designate of the written grievance.

Step 2: If a settlement satisfactory to the Employee is not reached in Step 1, the written grievance may be taken by the Union to the CAO within five (5) calendar days after the decision in Step 1. The Union will be given an opportunity to discuss the grievance with the CAO. The CAO shall render a decision in writing to the Employee or to such Steward not later than five (5) calendar days following the presentation of the written grievance to the CAO.

6.03 Time Limits – Time limits shall be computed by excluding Saturday, Sunday, paid holidays and an Employee’s regular days off. Failure of the Employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and shall not be the subject of a new grievance. Failure of the Employer to meet its time limit shall permit the aggrieved Employee to take the grievance to the next succeeding step, provided he presents the grievance at this next step within five (5) days after the expiration of the said time limit. Any agreement as to an extension of time shall be valid only if mutually agreed to in writing by both parties.

6.04 Grievance Meetings – Meetings held in conjunction with the grievance procedure will be held on the Employer’s premises.

6.05 Replies and Grievances – Replies to grievances shall be in writing at all steps of the Grievance Procedure.

6.06 Grievance Referred to Arbitration – Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union, may, within thirty (30) days following receipt of the answer from the Administrator, notify the Employer in writing of its desire to submit the difference or allegation to arbitration. However, it is acknowledged and understood that the Grievance Procedure must be exhausted in its entirety before the grievance can be referred to arbitration.
6.07 Failure to Submit to Arbitration – If the grievance is not referred to arbitration within the same thirty (30) day period the grievance will be conclusively deemed to have been finally abandoned.

6.08 Arbitration Panel – Any matter so referred to arbitration, including any questions as whether a matter is arbitrable, shall be heard by an Arbitration Board composed of an appointee from each of the Union and the Employer and a third person who shall be Chairman or, on the agreement of the parties, a sole arbitrator who shall function as Chairman, the Chairman to be selected as per the Labour Relations Act of Ontario.

6.09 Decision of the Board – The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

6.10 Authority of Arbitration Board – It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement or any part of it nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for a grievance under this Agreement.

6.11 Compensation of Arbitration Board – The Union and the Employer shall each be responsible for the fees and expenses of its own appointee and one-half of the fees and expenses of the Chairman or single Arbitrator.

6.12 Place of Hearing – Arbitrations shall be held in Kenora, Ontario, or at such other places as may be agreed upon by the Union and the Employer.
Article 7 – Union or Employer Grievance

7.01 Policy Grievances and Complaints
A complaint or grievance arising directly between the City and the Union covering the interpretation, application, administration or alleged violation of the Agreement, which may be considered a policy matter, shall be originated at Step 1 of Article 6.02. If settlement is not reached between the parties, the grievance will then proceed to Step 2 of Article 6.02. If settlement is not reached between the parties the grievance may be submitted to arbitration in accordance with Article 6 of this Agreement.

Article 8 – Discharge Procedure

8.01 Alleged Wrongful Discharge
If an Employee who has completed his probationary period believes he has been wrongfully discharged, he may file a written grievance with the Administrator within five (5) calendar days after he has been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case.

8.02 Discharge and Grievance Settled
A discharge grievance may be settled by the parties by confirming the Employer’s action in dismissing the Employee; or by reinstating the Employee with full compensation and seniority; for time lost or by any other arrangement, which is just and equitable in the opinion of the conferring parties.

8.03 Arbitration Decisions
If a discharge grievance goes to arbitration, the Board of Arbitration or Arbitrator may:

a) Confirm the dismissal of the Employee; or

b) Reinstate the Employee with full compensation for time lost; or

c) Substitute such other penalty for the discharge as the Arbitration Board or Arbitrator deems just and reasonable in all circumstances.

8.04 Employee Reprimands
Whenever the Employer delivers a written reprimand to an Employee, the Employer shall send a copy of the written reprimand to the Union Steward within five (5) days.
8.05 Personnel Files
Personnel files will be cleared of any written dissatisfaction concerning an employee’s work after twenty-four (24) months of good performance. Notwithstanding documentation that maybe required to be stored and retained for purposes of the Safe Drinking water Act.

Article 9 – Strikes/Lockouts

9.01 No Strikes or Lockouts
No strikes or lockouts shall occur during the life of this Agreement

9.02 Refusal to Cross Picket Lines
The Employer recognizes the refusal of Employees to cross picket lines in a legal strike and failure to cross picket lines shall not be grounds for disciplinary action.

Article 10 – Discrimination
The City and the Union agree they shall not discriminate against any Employee.

Article 11 – Hours of Work and Overtime

11.01 Rotating Shifts – Eight (8) hours shall constitute one (1) day. The eight (8) hours shall be from 0800 hours to 1630 hours with a half-hour (1/2) hour unpaid lunch breaks making a total workweek of forty (40) hours. The days of work are scheduled on a rotating basis to allow each worker the opportunity to have weekends off on a rotating basis.

For purposes of the forgoing, the work week shall commence on the first shift immediately following an employee’s regularly scheduled consecutive days off. When it is necessary to establish or reschedule shifts forty-eight (48) hours’ notice shall be given by the City to the employees concerned. These shifts will consist of either eight (8) hours or ten (10) hours.
11.02 Uninterrupted Overtime
Uninterrupted overtime is a continuation of a typical tour of duty beyond 1630 hours. All employees are eligible for uninterrupted overtime when necessary. It must be approved by the Supervisor or Manager in advance. For all time worked other than set out in Article 11.01, "Time and one-half" shall be paid:

i) for the first three (3) hours immediately following the normal work day, as defined in 11.01.

ii) double time shall be paid for all overtime worked during hours not covered in the time and one-half references preceding.

11.03 Call-Out Overtime – A call-out is defined as anytime an employee is called back to work after completing his assigned duties and leaving the premises, prior to his next scheduled shift. The employee shall be paid four (4) hours straight time pay or the applicable overtime rate for each hour worked, whichever is greater. If an employee is called back for the same cause within two (2) hours of the original call out, it will be considered as the same call out, and any hours worked will be added to the hours worked during the initial call out. If more than two (2) hours have elapsed, the call outs will be considered as separate call outs and the employee will be paid for each call out accordingly. Where a call-out occurs within one (1) hour of the start of his next scheduled shift, he shall only receive overtime rate of pay for such hour worked up to his regular start time.

11.04 General Overtime Notice – The Employee will have the option for selecting payment for overtime at the appropriate overtime rate or the equivalent time off at the appropriate time for rate of pay calculation. Time may be taken off at a time mutually agreed between the employee and management. The employee will not be allowed to accumulate more than eighty (80) hours in the hour bank at any time. The employee may request and receive the total payout of his/her outstanding hour bank at any time. All overtime stored in the employee’s bank will be paid out at the end of the year.

11.05 Rotary Call-Out System – A rotary call-out system shall be used for employees to respond to after-hours calls initiated through the dispatch system. An Employee who is not available or cannot be contacted shall be considered to have been called on the rotary system.
11.06 Planned Overtime – This section is established for the purpose of identifying personnel to do planned overtime work as required. This does not replace or affect the emergency calling system through the Dispatch system in place. It is understood and agreed that all regular Employees as defined in Article 5.03 are eligible for consideration for planned overtime. All scheduled overtime will be done on a rotational basis with those employees that are qualified for the overtime.

11.07 Travel Time – All time spent traveling to and from meetings and training requested by the Employer shall be paid for at the employee’s regular straight time rate of pay. Traveling time shall be considered to include traveling from point A to point B including waiting periods beyond the employee’s control up to a maximum of five (5) hours. Any overnight accommodations are not compensated. At the request of the employer, travel arrangements will be scheduled in the most cost effective manner. If required to use own vehicle reimbursement will be in accordance with City Policy.

Article 12 - Paid Holidays

12.01 The following holidays will be recognized by the City:

<table>
<thead>
<tr>
<th>Last 4 hours prior to New Year's Day</th>
<th>Civic Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Easter Monday</td>
<td>Remembrance Day</td>
</tr>
<tr>
<td>New Year's Day</td>
<td>Last 4 hours prior to Christmas Day</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td>Boxing Day</td>
</tr>
</tbody>
</table>

12.02 Eligibility for Paid Holidays

Employees of the City who have thirty (30) days continuous service will be paid for such holidays provided they have been at work or on an authorized leave of absence, provided such leave is less than thirty (30) continuous calendar days, during the scheduled days of work which immediately precede and follow such holidays.
12.03 Holidays Falling on Days Off
If any of the above days fall on an Employee’s usual weekly days off, he will be given a day off with pay at a time mutually agreed upon between him and his Supervisor.

a) An Employee required to perform work on a seven (7) day week shift basis shall be entitled to an additional day’s pay should any designated Statutory or Proclaimed Holiday fall on his/her scheduled day off. Further, shift workers who work on a regularly scheduled seven (7) day shift work basis shall be paid the overtime for the Statutory or Proclaimed Holiday but only on the actual day on which the Statutory or Proclaimed Holiday falls. The "actual day" for purposes of this Clause shall conform to any Federal or Provincial Statutes which govern the day on which a Statutory or Proclaimed Holiday must fall.

Article 13 - Vacations with Pay

13.01 Scheduling of Vacation
Vacations may be scheduled throughout the calendar year but the Sewer & Water Supervisor will make the final decision as to the time that any Employee will take his vacation after consideration has been given to the preference of the Employee, seniority and service requirements of the Employer. Preference of the Employees for vacation times will be indicated to the Sewer & Water Supervisor in writing by the Employee. For scheduling purposes, an Employee may schedule all vacation to which he is entitled in the calendar year at the time of vacation scheduling.

13.02 Payment of vacation for Employment Less Than One (1) Year
When employment is terminated before the completion of the initial twelve (12) months of employment, vacation pay will be computed and paid in accordance with the Employment Standards Act.

13.03 Qualifying Date
(a) The qualifying date for vacation purposes will be the Employee's anniversary date of hire.
13.04 Vacation Entitlement

(a) All Employees shall be granted annual vacations with pay, including the weekly day to days off on the following basis:

- After one (1) year continuous service - two (2) weeks vacation with pay.
- After two (2) years continuous service – three (3) weeks vacation with pay.
- After eight (8) years continuous service - four (4) weeks vacation with pay.
- After fourteen (14) years continuous service - five (5) weeks vacation with pay.
- After eighteen (18) years continuous service - six (6) weeks vacation with pay.
- After completion of nineteen (19) years continuous service - one (1) additional day per year.

(b) On the first day of December in each year, an Annual Vacation Planning Schedule will be posted on the Department listing all employees employed within the Department and the vacation entitlement of each employee for the next calendar year, seniority shall prevail in the selection of vacation periods. Commencing May 1st, vacation periods will be scheduled on a first-come first-booked basis without regard to seniority. Scheduled vacations shall not be changed unless the employer can demonstrate good and sufficient cause.

13.05 Prorated Vacation Credits

If a regular Employee has worked, received paid leave or leave as described in Article 17.03 (c) for less than 1525 hours in the vacation year he will receive vacation pay based on a percentage of his straight time hourly pay for the twelve (12) months ending with the Employee’s service anniversary date.

- 2 weeks entitlement 4%
- 3 weeks entitlement 6%
- 4 weeks entitlement 8%
- 5 weeks entitlement 10%
- 6 weeks entitlement 12%

13.06 Temporary Employee

Vacation pay for temporary Employees shall be calculated in accordance with the Employment Standards Act.
**13.07 Bonus Vacation Day**
Effective July 27, 2017, for every five (5) consecutive days’ vacation between January 2 and March 31, with the exclusion of March break as established by the local school boards, employees will be entitled to an additional day off with pay, called a bonus day. Bonus days are not vacation days and as such they cannot be used in calculating entitlement to additional bonus days.

**Article 14 – Sick Leave**

**14.01 Sick Leave Definition**
Sick leave means the period of time when a regular Employee who has completed the probationary period is permitted, by the Employer, to be absent from work with full pay due to sickness or accident rendering him unable to perform his regular duties as an Employee and not compensable under the Workplace Safety and Insurance Act

**14.02 Annual Sick Leave** – Sick leave will be granted to regular Employees on the following basis:

a) i) Regular Employees shall be entitled to eighteen (18) days sick leave per year, accumulated on the basis of one and one-half (1 1/2) days per month.
   ii) When a probationary Employee attains regular status his total continuous service with the City shall be used to calculate his sick leave entitlement.
   iii) Sick Leave shall not accumulate during periods when an employee is absent for more than thirty (30) consecutive calendar days on one or more of the following:

   1) Absent on sick leave
   2) Authorized leave of absence without pay
   3) On Workers' Compensation
   4) Unauthorized absence without pay

b) When abuse of sick leave is suspected by the Employer, proof of disabling sickness or accident must be furnished by a duly qualified medical practitioner if requested by the Employer.

c) After a prolonged illness or disability of one (1) month or more duration a doctor's certificate of fitness may be required before an Employee is permitted to return to work.
Where the qualifying period for LTD has expired, and when the employee qualifies for LTD, the employee shall go on LTD.

d) An Employee will not be entitled to sick pay:

   i. During a period of lay-off or leave of absence without pay.

   ii. During a vacation period unless the Employee is hospitalized during that period and presents proof of such hospitalization acceptable to the Employer.

e) Dependent Care – Effective July 27, 2017, Employees may utilize 24 hours from sick credits in each calendar year for dependent care with approved medical documentation.

14.03 **Non-payment of Unused Sick Leave Credits** – Employees hired on or after January 1, 1974, may use sick leave credits for sickness purposes only. There will be no vesting of sick leave credits to provide these Employees with a retirement gratuity or a payment in the event of death or termination while employed.

14.04 **Sick Leave Records** – A record of all unused sick leave will be kept by the Employer.

14.05 **Non-regular Employee Sick Leave** – Employees other than regular Employees shall be entitled to sick leave credits on a pro-rata basis as the number of days worked per month bears to the number of days worked per month by a regular Employee.

**Article 15 – Employee Benefits**

15.01 Subject to Clause 16.03 the Employer will contribute for regular Employees and dependent family as follows (subject to the eligibility requirements of each plan) identified by the carrier and as soon as possible following ratification:

   a) To the Semi-Private Hospitalization Plan, one hundred percent (100%) of the billed premiums;
b) To the Extended Health Care Plan 10 - 20 deductible, one hundred (100%) percent of the billed premium subject to the terms and conditions of such plan and subject to the carrier's requirements as to minimum enrolment;

c) To the Ontario Municipal Employees' Retirement System Plan on such basis as may from time to time be determined by the Plan;

d) To administer the Comprehensive Dental Plan and the premium shall be paid one hundred percent (100%) by the Employer. The Dental Plan will include a provision for recall appointments every nine (9) months. The ODA rate shall be the current ODA rate;

e) Employees shall participate in a Group Life and Accidental Death and Dismemberment Insurance Policy with the Employer paying one hundred percent (100%) of the premium. Such plan to provide coverage equal to two (2) times base annual salary to a maximum of two hundred and fifty thousand ($250,000);

f) Effective July 27, 2017, the City shall administer the Vision Care Family Plan which shall provide coverage of three hundred dollars ($300) per claim per twenty-four (24) month period. The premium shall be paid one hundred percent (100%) by the Employer;

g) Commencing July 1st, 1990, the City shall administer a Long-Term Disability (LTD) Plan. The Plan shall provide remuneration to Employees at the rate of sixty percent (60%) of normal earned salary to a maximum of three thousand dollars ($3,000) per month with a six (6) month qualifying period before payments commence. The premium shall be paid by the Employee (100%).

h) Employees who retire in accordance with the guidelines put forth by OMERS and have a minimum of ten (10) years continuous employment with the Employer shall be entitled to receive the following benefits in accordance with the terms and conditions of the current Benefits Plan until age sixty-five (65) or until his/her death, whichever comes first. The benefits available to these employees will be adjusted to reflect the basic coverage.
Retiree Benefits – Basic Benefits as identified by the carrier:
- Basic Extended Health Benefits no paramedical
- Prescription Drugs – generic. Maximum amount allowable for Prescription Drug Dispensing Fee is $8.00 per prescription
- No Semi-Private Hospital Accommodation
- Hearing Aids up to a maximum of $500 per 36 consecutive months
- Vision $150 per 12 consecutive months
- Basic dental Plan #9

These benefits are available until the employee reaches age sixty-five (65) or until his or her death, whichever occurs first.

The benefits outlined above will not be available through the Corporation if the retired member can receive the benefit through a subsequent employer, spouse or through Federal or provincial legislation.

15.02 OMERS
It will be a condition of employment that every regular Employee participates in the Ontario Municipal Employee Retirement System Plan in accordance with its terms.

15.03 Employee Absent from Work
When an Employee is absent from work on unpaid leave in excess of thirty (30) calendar days, the Employee is responsible for the full payment of subsidized Employee benefits in which he is participating during such period of absence.

15.04 Change of Carrier
The Employer may substitute carriers for any of the above named plans provided it informs the Union in advance, and provides benefits that are equivalent coverage as those provided by the Carrier at the time of the substitution.

15.05 Dependent Coverage
The Employer will cover dependent coverage to the age 25 as long as they are attending school

Article 16 – Probationary Period and Seniority

16.01 Definition of Seniority – Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer. Seniority shall operate on a bargaining unit wide basis
16.02 Seniority Lists – Upon the signing of this Agreement and annually thereafter the Employer shall post on bulletin boards in all offices and furnish the Union with a seniority list for regular Employees. Where two (2) or more Employees commenced work on the same day, the greater seniority shall be given to the Employee with the earliest date of application for employment.

16.03 Probation for Newly Hired Regular Employees – Each newly-employed regular Employee shall be on probation until he has completed three (3) calendar months of active continuous service with the Employer. The Employer may, in its discretion extend the probationary period of any Employee for a further three (3) consecutive months of active employment providing the Employee and the Union are notified of such extension in writing no later than the two (2) week period preceding the expiration of the three (3) months and providing the Union agrees to such extension. Where such extension is granted by the Employer, the notice to the Union in writing shall set out the basis for such extension and the Employee will be made aware of the reasons for the extension including any evaluation. On successful completion of the probationary period the Employee will be credited with seniority from the first day worked in his last continuous employment with the Employer.

A temporary Employee shall not accrue seniority and if he is subsequently hired as a regular Employee, he must complete the requisite probationary period.

A probationary Employee will have no seniority rights during his probationary period and the dismissal, termination or lay-off of a probationary Employee shall not be the subject matter of a grievance under the provisions of the Collective Agreement.

16.04 Loss of Seniority and Termination of Employment - Continuity of service shall be considered broken and employment terminated when:
   a) An Employee quits or is discharged (and the discharge is not reversed through the Grievance Procedure);
   
   b) An Employee fails to report to work at the termination of a leave of absence or within one (1) week being recalled to work, confirmed by registered mail, unless a reason satisfactory to the Employer is given;
   
   c) An Employee has not worked more than twelve (12) months because of lay off.
d) An Employee who has not been in receipt of pay for any reason for a period of twenty-four (24) months shall be terminated by the Employer at the end of the twenty-four (24) month period.

For the purpose of this clause, an Employee shall not be considered to be in receipt of pay when he receives L.T.D. or W.S.I.B.

16.05 Posting of Vacancies
The Employer shall post notice of vacancy or newly created position on the bulletin board for a minimum of five (5) working days so that interested Employees may make application for such position and the Employer shall also send notice to the Union. Such notice shall contain the following information:
- Nature of position, required knowledge and education, ability and skill, wage rate or range.

Positions would be awarded by qualifications, ability and skills if all is equal seniority is the deciding factor.

16.06 Temporary Vacancies – Temporary vacancies within the bargaining unit which will not or are not expected to exceed three (3) months (including vacancies arising as a result of special projects for a specific period) and temporary vacancies within the bargaining unit caused by absence due to illness, accident, leaves of absence (including pregnancy leave and adoption leave), vacation, the vacating of a position while posting procedures are being completed and transfer need not be posted. Such temporary vacancies need not be filled at the discretion of the Employer, except that the senior qualified Employees, beginning with the most senior, must be given the opportunity to fill the position. If no regular Employee is available and qualified or wishes the position, then such vacancy, if filled, may be filled on a temporary basis by other than a regular Employee and there shall be no requirement to post such vacancies.

16.07 Seniority Factors – The Employer and the Union agree in the case of promotions (other than promotions to positions outside the bargaining unit) and lay-off or recall the following factors shall be considered:
   a) qualifications including ability, knowledge, education, skill and experience;
   b) length of continuous service.

The Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the Employees are relatively equal, will factor (b) govern.
If the vacancy is not filled as a result of the job posting and if, in the opinion of the Employer, there are no suitable applicants who are qualified, without a reasonable amount of training, to perform the duties and responsibilities of the job in question, the Employer may fill such vacancies at its discretion and may consider other applicants. In such an instance the Employer shall inform each internal applicant in writing that another applicant will been chosen.

ii) Lay-offs and recalls – In cases of lay-off or recall seniority shall be the determining factor.

**16.08 Notice of Appointment**

Notice of the appointment of any Employee to such position shall be given to the Union five (5) working days before such appointment becomes effective.

**16.09 Trial Period of New Appointments**

Any Employee accepting such appointment shall be given a trial period of not less than thirty (30) days and not more than sixty (60) days, at the end of which time he may continue in the position, if services are satisfactory, or return to his former position without loss of standing.

**16.10 Notices** – Any notice to any Employee under this Agreement may be given personally in writing or prepaid registered post addressed to the Employee at his last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when confirmation of delivery is received from the postal authorities.

**16.11 Lay-offs and Recalls** – The Employer shall give each Employee in the bargaining unit who has acquired seniority and who is laid off, notice in writing of his lay-off in accordance with the Employment Standards Act. Such notice will be handed in the Employee and a signed acknowledgement required.

**16.12 Bumping**

In the case of a lay-off, an Employee shall not be allowed to bump upward to a higher classification.

**Article 17 – Leave of Absence**

**17.01 (a) Bereavement** – Time off without loss of pay shall be granted to any Employee at the time of death of such Employee’s:

ii) One day (1) leave shall be granted without loss of pay when an Employee is called upon to act as a Pallbearer.

17.02 Jury Duty – The City shall grant leave of absence without loss of seniority to any Employee who serves as a juror or witness in any court within 640km of Kenora. The City shall pay such Employee the difference between his regular earnings and the payment he receives for jury service or court witness excluding payment he receives for traveling or other expenses. The Employee will present proof of service and the amount of pay received.

17.03 a) Leave of Absence without Pay – Any Employee desiring leave of absence without pay shall be granted such leave on reasonable notice to the City insofar as the regular operation of the Department in which he is employed will permit. Any such leave of absence shall not exceed a duration, which, in the opinion of the City, is reasonable.

b) Leaves of Absence – General – Seniority of regular Employees will continue to accumulate during leaves of absence of up to sixty (60) working days or such longer period as may be mutually agreed by the parties of this Agreement.

c) In the case of leave of absence without pay which exceeds sixty (60) days or such longer period as may be mutually agreed by the parties to this Agreement, seniority of regular Employees which was attained prior to the leave of absence will be frozen for the duration of the leave of absence. In this case, all costs (Employee and Employer costs) of the normal indemnities will be payable by the Employee for any period in excess of sixty (60) days, or such longer period as may be mutually agreed by the parties to this Agreement.

17.04 a) Union Functions – Upon adequate written notice to the Employer an Employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for receipt of such pay and benefits, subject to the following conditions:

i) that not more than one (1) Employees at any one time shall be allowed such leave conditional upon not more than two (2) of these Employees being from the same duty area of the Employer;
ii) That the total number days in any one calendar year for such leave for such Employee, shall not exceed twenty-five (25) days, except in the case of contract negotiations;

iii) that such leave, if to be granted, must not affect the operation of the Employer

**b)** An Employee may apply to the Employer for a leave of absence without pay and without benefits for a period of one (1) year to serve in a full time position with the Union. Such request shall not be unreasonably withheld.

**Article 18 - Allowances**

**18.01 Clothing and Safety**

**a)** The City shall supply the Employees with all necessary tools, rubber gloves, rubber boots, fall arrest devices, safety sunglasses, safety glasses, leather gloves, winter mitts with liners, coveralls subject to approval of Sewer & Water Supervisor and all equipment necessary for the performance of their duties; and the City shall replace such of the said equipment or supplies as it becomes necessary to replace when due to ordinary wear. All such equipment and supplies shall be supplies without cost to the Employee.

**b) Boot Allowance**

The City will subsidize employee purchase of approved safety boots or shoes. Employees on probation will not receive reimbursement for their boots until they have successfully completed their probationary period. This subsidy will be for the cost of the boots or shoes, to a maximum of one-hundred-fifty dollars ($150.00), once per year, for the employee's own work use. Subsidy will be upon submission of a receipt of payment for approved work boots or shoes. If an employee is off work they will not receive reimbursement for their approved boots or shoes until their return to work and only for the year in which they return to work. Employees may receive the equivalent of three (3) years subsidy in one (1) year towards the purchase of quality safety boots.

**c)** Safety prescription eyeglasses are provided to the employee at no cost to the employee, limited to one (1) pair per year unless proven to the Sewer & Water Supervisor that the safety eyeglasses were broken at work. If demonstrated that they were broken at work the Sewer & Water Supervisor can approve the purchase of another pair of safety prescription glasses.
18.02 Employee Telephone
a) Each Employee on a call-out list shall be supplied with basic telephone service without cost. If and when cellular service is provided to those employees required to be on call the free telephone service will be eliminated.

b) For those Employees hired after July 1, 1990 who are a resident, or who become a resident, outside the City of Kenora and who are on call-out lists shall receive a subsidy of up to $10.00 per month for telephone service.

18.03 Meal Allowance
(a) An employee required to work two (2) hours or more of unscheduled overtime either before or after their shift shall be provided with a meal allowance of $14.00.

(b) An employee required to work four (4) hours or more of unscheduled overtime at any time other than as referred to in (a) above, shall be provided with a meal allowance of $14.00.

18.04 (a) Worker's Compensation – When an Employee is absent and receiving Workplace Safety and Insurance Benefits, the City agrees to continue to pay its portion of contributions on behalf of the Employee, for the period of the Employee is covered, to the Pension Plan, OHIP, Group Insurance and Extended Health Care and Dental Plan and Vision Care provided such absence is less than twenty-four (24) months in duration.

(b) Employees will continue to accrue seniority for the period they are receiving Workers' Compensation Benefits in the same way as if they were working, provided such absence is less than twenty-four (24) months in duration.

Article 19 - Committees

19.01 Labour Management Committee – A Labour-management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet at the mutual agreement of the parties to discuss matters of common concern.

Article 20 - Miscellaneous Provisions

20.01 Duties of Labourer – To perform unskilled work as assigned.

20.02 Licences
Employees will be paid for lost wages when required to obtain licences, certificates or a medical examination in connection with their employment. The Employer will pay the costs incurred in relation to same, excluding the annual fee for driver’s licences.

20.03 Copy of Agreement
The Employer will provide each Employee with a copy of this Agreement.

20.04 Time off to Perform Union Duties
Union Representatives will be permitted access and allowed reasonable time off without loss of pay to perform his on the job union duties with permission from the supervisor.

20.05 Training
The Employer is committed to provide such formal training to Employees as is required to remain abreast of all new developments pertaining to the trades and jobs covered by the Collective Agreement with a view to obtain maximized efficiency of operations and service.

20.06 Travel Expense Allowance – Travel expenses incurred by Employees on City business shall be paid in accordance with the current City policy.

20.07 – Union Copies of Agreement
The Employer will provide the Union President with five (5) copies of the agreement and must include a signature page to be signed by the Business Manager/President and the Mayor or authorized representative.

The Employer will also provide the Union President with one (1) copy of the agreement on a CD-ROM in Microsoft Word Format or electronic version of the Collective Agreement.
Article 21 - Wage Rates and Classifications

21.01 Satisfactory Performance
All progressions listed in the wage schedule are subject to satisfactory performance and completion of prescribed courses, where applicable.

21.02 Wage Schedule

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>January 2016</th>
<th>January 1, 2017</th>
<th>January 2018</th>
<th>January 1, 2019</th>
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<tbody>
<tr>
<td>Chief Operator (ORO) (Overall Responsible Operator)</td>
<td>32.52</td>
<td>33.01</td>
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<tr>
<td>Operator in Charge (Senior Operator)</td>
<td>32.22</td>
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<td>33.19</td>
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<td>Class 3 Operator (Junior Operator)</td>
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<td>Class 2 Operator</td>
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<td>28.31</td>
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<tr>
<td>Operator in Training (licensed)</td>
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<td>25.70</td>
<td>26.09</td>
<td>26.48</td>
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<td>Summer Student</td>
<td>14.59</td>
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<td>15.03</td>
<td>15.26</td>
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</table>

21.03 Each Employee shall be paid the wages due to him every second Friday. If normal payday falls on a statutory Holiday, Employees will be paid on the preceding workday.
Article 22 - Duration of Agreement

22.01 This Agreement shall come into force and take effect as of January 1, 2016, and shall continue in full force and effect until December 31, 2019 and thereafter from year to year unless notice of termination, amendment, or alteration by either party to the other in writing is given at least sixty (60) days prior to the expiration of the said Agreement term or any subsequent yearly period.

22.02 Following completion of negotiations, any resulting agreement or amendment, alterations or revision thereof shall be drawn up and signed with thirty (30) days.

IN WITNESS WHEREOF the parties hereto have affixed their seals as duly attested by:

THE CORPORATION OF THE CITY OF KENORA:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 559 (Water Unit)

Mayor D.S. Canfield, Mayor

Union President

Heather L. Kasprick
City Clerk
LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KENORA
(hereinafter called The Employer)

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (Water Plant)
LOCAL 559
(hereafter called The Union)

Re: Summer Student Wage Schedule
The above named parties agree that the wage schedule for the Summer Student in the memorandum of agreement has been adjusted to reflect a 1.3% increase in 2017 not a 1.5% increase. This salary is in line with all summer students that work for the City of Kenora.

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer Student Amended to</td>
<td>14.59</td>
<td>14.78</td>
<td>15.00</td>
<td>15.23</td>
</tr>
</tbody>
</table>

The parties agree the student summer wage will be reflected in the new Collective Agreement.

SIGNED THIS 21st day of November 2017

ON BEHALF OF THE CITY

D.S. Canfield, Mayor

Heather L. Kasprick
City Clerk

ON BEHALF OF THE UNION

[Signature]

[Signature]
LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KENORA
(hereinafter called The Employer)

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (Water Plant)
LOCAL 559
(hereafter called The Union)

Re: ORO Stand-by Pay
The above named parties agree to implement stand-by pay to be rotated amongst all ORO qualified employees on a daily basis. The daily standby rate shall be compensated at 1.5 hours X the Chief Operator (ORO) rate in the Collective Agreement. Effective date June 7, 2010.

The parties agree that this is an interim agreement until such time the parties can agree to an after hour stand-by system. The parties further understand if the Management structure changes and the ORO responsibilities are transferred to Management this agreement will end.

It is further agreed that the above agreement is a working document and can be reviewed and or amended with mutual agreement of both parties at any time during the term of the Collective Agreement.

SIGNED THIS 21st day of November, 2017

ON BEHALF OF THE CITY

D.S. Canfield, Mayor

Heather L. Kasprick
City Clerk

ON BEHALF OF THE UNION

Lynn Anderson, Pres./B.M.