

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE TOWN
OF ENGLEHART**
(hereafter called the Employer)

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5014-1**
(hereafter called the Union)

Effective Date:
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ARTICLE 1 - GENERAL PURPOSE

The parties agree that the general purpose of this Agreement is to promote the mutual interests of the Corporation and its employees; to provide for efficient operation of the Corporation under methods which will further to the fullest extent possible the safety and welfare of the employees; to provide orderly collective bargaining relations between the Corporation and the Union; to assure prompt and equitable disposition of the grievances; and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive right of the Employer to manage all services, maintain order and direct the work of the employees in all respects, including the right to hire, promote, transfer, assign, classify, direct, retire and lay off employees subject to the provisions of the Agreement. The Employer retains the right to discipline, suspend, discharge and demote employees for just cause. A claim by an employee, who has completed his probationary period, of discharge without just cause, may be subject of a grievance or arbitration and dealt with hereafter as provided in the Collective Agreement.

2.02 Rights of the Employer

The Employer has the right to make and alter, from time to time, policies, rules and regulations to be observed by the employees, provided such policies, rules and regulations are not inconsistent or contrary to the terms of this Collective Agreement. No changes to policies, rules or regulations shall be made without prior notice to the Union, and such changes shall be posted on the Public Works Garage and the Arena bulletin boards.

ARTICLE 3 - SCOPE AND RECOGNITION

3.01 Bargaining Unit

The Corporation recognizes the Canadian Union of Public Employees and its Local 5014-01 as the sole and exclusive collective bargaining agent for all Public Works, Arena and custodial employees employed by the Corporation of the Town of Englehart, Englehart, Ontario, save and except, Superintendents, persons above the rank of Superintendent, Coordinators, Students, the Activity Programming Coordinator and other non-union Employees who may be located in the Arena Complex from time to time.

3.02 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Corporation.

Such representatives(s) advisor(s) shall have access to the Corporation's premises in order to deal with any matters arising out of this collective agreement.

3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Corporation or his/her representatives, which may conflict with the terms of this Collective Agreement.

3.04 Agreement to Negotiate

The parties hereby agree to negotiate with each other and/or their authorized representatives or committees on all matters affecting the relationships between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 4 - NO DISCRIMINATION AND NO STRIKES OR LOCKOUTS

4.01 The Corporation and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the manner of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership or activity in the Union.

4.02 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there shall be no strikes, slow-downs, or stoppage of, or other interference with work, which would cause any interruption of Municipal Services. The Employer agrees that there shall be no lockout, in accordance with Provincial Government Laws and Regulations

ARTICLE 5 - UNION SECURITY AND CHECKOFF

5.01 Union Security

Bargaining Unit employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wage deductions have been made. This list shall also include the names and addresses of the employees of the bargaining unit terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 Work of the Bargaining Unit

Non-bargaining unit employees shall not perform work normally done by members of the bargaining unit except in cases of emergency, instruction, training on equipment or where bargaining unit personnel are not immediately available to perform their normal duties or where client service is jeopardized.

5.04 New Employees

- (a) The Employer agrees to acquaint new bargaining unit employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) Management will provide non-union employees with necessary information concerning the Union as part of their orientation and introduce them to the local Vice-President.

5.05 T4 Slips

Union dues deducted from the pay of each employee shall be shown on the employee's T4 slip.

5.06 Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employees, other than Temporary/Seasonal Employees, results from such contracting out or reduces the regular hours of work of any Permanent Full -Time or Permanent Part - Time Employee in the bargaining unit.

ARTICLE 6 - DEFINITIONS

Full Time Employee

Is an employee who is regularly scheduled to work 40 hours per week, eight hours per day in accordance with Article 15.01 a) of the Collective Agreement.

Part-Time Employee

Is an employee who regularly works not more than 24 hours per week.

Continuous Employment

Means unbroken service commencing on the first day of employment as a permanent full-time or permanent part-time employee in the employ of the Corporation.

Probationary Employee

A probationary employee is defined as an Employee employed in the service of the Employer during the probationary period.

A Permanent Employee is defined as an employee who has successfully completed the Probationary Period.

Temporary Employee/Seasonal Employee

A Temporary Employee/Seasonal Employee shall be defined to mean an employee hired for seasonal employment within the meaning of the Letter of Understanding governing Temporary/Seasonal Employees which is hereby incorporated into and forms part of this Collective Agreement.

Casual Employee – A casual employee in the bargaining unit who is employed on a relief or replacement basis and who is available for call-ins as circumstances require.

Students

A Student is defined as an Employee who is presently enrolled in a recognized educational institution and is returning to school in the next term. Students are generally hired between May and September of each year and their employment will end no later than September 15th of each year he/she is employed by the Employer. Students will not be entitled to any benefits, will not accrue any seniority, will not be required to pay union dues and as such will not be members of the CUPE Local 5014-01 bargaining unit. The rate of pay will be solely up to management's discretion. However, the rate of pay will not be lower than the Provincial Minimum Wage Rate.

Further, it is recognized that Students may also be hired on an as required basis from time to time throughout the year, to work at events sponsored or supported by the Town of Englehart.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All employees, other than Temporary Employees/Seasonal Employees (who are governed by the applicable Letter of Understanding), are required to serve a Probationary Period of one hundred and twenty (120) days worked and will have no seniority rights until the Probationary Period is successfully completed.

With written consent of the Employer, the probationary employee and the Bargaining Unit President or designate, such probationary period may be extended. Where the Employer requests an extension, it will provide notice to the Union at least five (5) working days prior to the expected date of the expiration of the initial probationary period. It is understood and agreed to that any extension to the probationary period will not exceed sixty (60) days worked.

It is understood that new full-time employees are not entitled to schedule accumulated vacation leave until their probationary period has been completed.

7.02 After successful completion of the Probationary Period, an employee shall be credited with seniority from the last date of hire with the Employer.

ARTICLE 8 - CORRESPONDENCE

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Clerk-Treasurer/Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President and National Representative of the Union.

ARTICLE 9 - UNION / MANAGEMENT RELATIONS

9.01 a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, without loss of remuneration including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

9.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Corporation including advisors and not more than two (2) members of the Union and National Representative. The Union will advise the Corporation in writing of the Union nominees to the Committee.

9.03 Union - Management Committee

A Union - Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 4) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet at least once every four (4) months at a mutually agreeable time and place. By mutual consent the Parties may change the frequency and duration of the meetings. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive one (1) copy of the minutes within fifteen (15) business days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.04 Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.
- (b) A joint management and employees Health and Safety Committee shall be constituted with two (2) representatives of employees from the bargaining unit and of the managers, plus a secretary, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The union representatives will be appointed by its members. The committee shall normally meet at least quarterly (4 times a year). Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Upon request, the Joint Health and Safety Committee and the representatives thereof shall have reasonable access to available data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose. The parties agree that any and all disclosure is subject to the Freedom of Information and Protection of Privacy Act, in addition to the Workplace Safety and Insurance Act.
- (d) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (e) The Corporation agrees to cooperate reasonably in providing necessary information to enable the committee to fulfil its functions, subject to any restrictions imposed upon it pursuant to the Freedom of Information and Protection of Privacy Act, in addition to the Workplace Safety and Insurance Act.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01** The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 10.02** A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly or unreasonably.
- 10.03** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing and presenting his/her grievance in accordance with the grievance procedure

- 10.04** Time limits for all steps of the grievance procedure may be extended in writing by mutual consent.
- 10.05** For the purpose of the grievance procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 10.06** The Grievance Committee shall be composed of not more than two (2) members of the Union including the Vice President of the local.
- 10.07** The Union shall supply the Employer with a list of the members on the Grievance Committee and of its Stewards and Officers as soon as they are elected/appointed.
- 10.08** Grievances shall be dealt with in the following manner:

Complaint Stage

It is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity to adjust his complaint. Such complaint shall be submitted orally to his supervisor within five (5) working days of the event or within five (5) working days of the date when the employee became aware or ought to have become aware of the event which gives rise to the complaint. The immediate supervisor shall provide an oral response concerning the complaint to the employee within two (2) working days of having received the complaint.

Step One

Within ten (10) working days following the circumstances giving rise to a dispute, the employee or employees accompanied by a steward shall put the grievance in writing and take the matter up with the Superintendent. Within five (5) working days of the date that written grievance is received, the Superintendent will advise the Steward and employee(s) in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent. Day one (1) will be the day following the alleged grievance and day five (5) will end at 16:00 hours.

Step Two

If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee(s) or the Union. The Union shall file the grievance with the Clerk Treasurer Administrator within ten (10) working days following the decision of the Step One meeting. The Clerk Treasurer Administrator shall arrange a meeting within five (5) working days of receiving the grievance for the purposes of discussing the grievance with the griever, Union steward and Union representative. The Clerk Treasurer Administrator shall provide a written decision within 5 working days of the meeting.

10.09 Policy Grievances

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union, commencing at Step 2 within ten (10) working days of the circumstances giving rise to the grievance.

10.10 Group Grievances

Where a Group Grievance involves a group of employees, it may be initiated at Step One or filed at Step Two at the Union's option within ten (10) working days of the circumstances giving rise to the grievance.

10.11 Suspension/Discharge/Promotion/Layoff Grievances

All suspension, discharge, layoff and promotion grievances shall be filed at Step 2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance.

10.12 The time limits set out in the Grievance Procedure herein are mandatory and failure to comply with such time limits, except by written agreement of the parties, shall result in the grievance being deemed to have been abandoned, notwithstanding the provisions of Section 48(16) of the Labour Relations Act.

ARTICLE 11 - ARBITRATION

11.01 In the event that the grievance is not resolved in Step 2 the Union, within ten (10) working days after the receipt of the written decision of the Clerk Treasurer Administrator, shall refer the grievance to arbitration if the Union intends to pursue it. If no written request for Arbitration is received within ten (10) working days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

11.02 Grievances submitted to arbitration shall be determined by a single arbitrator. The parties shall endeavor to reach an agreement as to a suitable arbitrator. If the parties are unable to agree upon an Arbitrator within a period of thirty (30) working days, either party shall then request the Ministry of Labour for the Province of Ontario to appoint an Arbitrator.

11.03 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

11.04 For the purpose of the arbitration procedure, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.

11.05 The Arbitrator shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.

11.06 In case of discipline and/or discharge, the Arbitrator shall have the right to modify such penalty.

11.07 The parties will equally share the expense of the Arbitrator, the cost of the room or rooms in which the arbitration is held.

- 11.08** The Employer will grant paid leave of absence to a grievor to attend his/her arbitration hearing(s).
- 11.09** Employee witness (es) summoned to attend arbitration hearings by the Union will be granted unpaid leave of absence by the Employer and their wages and any associated expenses will be paid by the Union.
- 11.10** The time limits set out in the Arbitration Procedure herein are mandatory and failure to comply with such time limits, except by written agreement of the parties, shall result in the grievance being deemed to have been abandoned, notwithstanding the provisions of Section 48 (16) of the Labour Relations Act.
- 11.11** **Mediation**
Once a grievance has been processed for arbitration both parties may by mutual consent, agree to use the services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Clearing the File

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

12.02 Discharge and Discipline Procedure

The Employer agrees that it will not discharge, without just cause, an employee who has completed his probationary period. The release of a probationary employee shall not be subject of a grievance or arbitration.

If an employee is discharged or disciplined, and if he believes that he has been unjustifiably discharged or disciplined, he may have his grievance taken up under the grievance procedure (Article 10.08) starting at step two (2) if presented in writing within ten (10) working days after the date of such discharge or discipline, and not otherwise. Such grievance may be disposed of by any arrangement which is just and equitable in the opinion of the parties or in opinion of the Board of Arbitration if the matter is referred to such a Board. An employee that is being disciplined shall be accompanied by a steward.

12.03 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to and review his/her personnel file. The Employee must schedule a time with his/her supervisor to access and review his/her personnel file. The employee is entitled to receive a copy of the file if requested.

An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

12.04 Right to have Steward present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

In instances where candidates for an available position have similar or equal skills, qualifications and experience, the candidate with the most seniority in the bargaining unit will be awarded the position.

Part-time employees will accumulate seniority in hours. When they become permanent their seniority date will be on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit.

13.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

13.03 Loss of Seniority

An employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose his/ her seniority in the event:

- a) She/he is discharged for just cause and is not reinstated.
- b) She/he resigns.
- c) She/he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her/ his current address.
- d) She/he is laid off in excess of twenty-four (24) months.
- e) **Administrative Discharge**

Where an employee is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB, his/her employment will be deemed terminated (automatic termination) due to frustration of contract. The Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

13.04 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her/his written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall retain his/her seniority acquired at the date of leaving the unit for a period of six (6) months but will not accumulate any further seniority. If such an employee later returns to the bargaining unit within the six (6) months, he/she shall be placed in a job consistent with his/her previous seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- a) When a vacancy of either a temporary or permanent nature occurs or a new position is created within the bargaining unit, within seven (7) calendar days of the vacancy, the Employer shall post a notice on the bulletin board in Arena and the Public Works Garage with a copy to the Union.
The position shall be posted for a period of ten (10) working days so that interested employees can apply. If no qualified employee(s) within the Town apply, the Employer may post externally.

The successful candidate for a full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

- b) Temporary vacancies within the bargaining unit which are not expected to exceed six (6) months need not be posted. Such temporary vacancies of six (6) months' duration or less may be filled at the discretion of the Employer, using bargaining unit employees on a most qualified basis.

Temporary positions expected to last longer than six (6) months shall be posted so that bargaining unit employees may apply, if no qualified employee(s) within the Corporation apply, the Employer may post externally.

Upon completion of the period of work in the temporary position, bargaining unit employees shall return to their former position and appropriate rate of pay.

14.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

14.03 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service, provided the employee with the longest seniority has the required qualifications, skills and ability to fill the position/opportunity that may become available within the bargaining unit.

14.04 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job and has the necessary skills and qualifications. Appointments from within the bargaining unit shall be made within two (2) weeks of posting, unless there are circumstances beyond the reasonable control of the Employer.

14.05 Trial Period

The successful applicant shall be given a trial period of two months, during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course.

Conditional on satisfactory service, the employee shall be declared permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

14.06 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on Public Works Garage and the Arena bulletin boards. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment of bargaining unit employees.

14.07 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise his/her manager, in writing, and no more than seven days prior to beginning the vacation, that he/she wishes to be considered for any potential job posting which might arise during his/her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

14.08 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties in question are not able to agree, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

15.02 Role of Seniority in Lay-Offs

Both parties recognize that job security should increase in proportion to length of seniority. Therefore, in the event of a lay off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

15.03 Recall Procedure

Employees shall be recalled in the order of their seniority providing they have the ability, skills and qualifications to do the work.

15.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

15.05 Advanced notice of layoff

Notice of Layoff shall be posted at the following sites: Arena & Public Works Office. Layoff notices will be provided to affected employees immediately, in writing. Where applicable such notice shall be in accordance with the Employment Standards Act 2000, S.O. c 41 as amended.

15.06 Notices to Union

The Union shall receive 30 days notice of any layoffs prior to any notice being received by employees. The Union Management Committee will meet during this period to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

15.07 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

15.08 Termination and/or Severance Pay

Termination and/or Severance pay shall be paid as per the Employment Standards Act.

ARTICLE 16 - HOURS OF WORK

16.01 a) The regular hours of work shall consist of eight (8) hour per day, forty (40) hours per week, plus a one-hour (1) hour meal break. The work week shall commence on the first shift immediately following an employee's regularly scheduled two (2) consecutive days off.

- b) The Employer shall prepare and post a work schedule for Public Works no less than two (2) weeks prior to the start of shift work.

16.02 a) Normal Hours of Work
Monday to Friday
7:30 am to 16h30 pm
1-hour Unpaid Lunch 12:00 to 13h00

Custodian Hours of Work
Monday to Friday
7:30 am to 16h30 pm
1-hour Unpaid Lunch 12:00 to 13h00

Arena Operator/Labourer
Day Shift 8:00 am to 16:00 pm
Evening Shift 15:00 to 23h00 pm
½ hour paid Lunch

Landfill Site Operator
9:00 am to 17:00 pm
½ hour paid Lunch

- 16.02 b)** The Employer reserves the right to establish and alter starting and quitting times and to amend the shift schedule as necessary upon providing a minimum of 24 hours' notice, except in the case of an emergency. Where an employee's schedule is changed with less than twenty-four (24) hours' notice, he/she shall receive time and one half (1 ½) of his/her regular straight time hourly rate for all hours worked on his next shift.

16.03 Breaks

1. Every employee shall be entitled to two (2) rest periods of fifteen (15) minutes per shift. One rest break will be during the first half of the shift and the second rest break during the second half of the shift, at a time to be arranged mutually between the Department Heads and the employees.
2. A 30-minute paid rest break will be provided to all employees who work more than two (2) hours beyond their regular scheduled shift.
3. A meal will be provided to employees who are required to work more than two and a half (2.5) hours beyond their regular scheduled shift. A meal will be provided to a maximum of fifteen dollars (\$15.00) with a receipt.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

Any work performed in excess of the standard hours per day, or the standard hours per week, as set out in Article 15.01 a), Hours of Work, will be considered overtime.

17.02 Compensation

1. Any work performed in excess of the standard hours per day or the standard hours per week, as set out in hours of work above (article 16.01), will be considered overtime, and shall be paid for at the rate of time and one half ($1 \frac{1}{2}$) calculated in units of ($1 \frac{1}{4}$) hours.
2. All work performed on a Saturday or first day of rest shall be at the rate of one and a half (1.5) times an employee's daily rate of pay.
3. Time worked after eight hours on Saturday or normal first day of rest shall be at the rate of one and a half (1.5) times an employee's daily rate of pay.
4. All work performed on a Sunday, or second day of rest shall be at the rate of one and a half (1.5) times an employee's daily rate of pay.

17.03 Call Out/Standby

- a) An hourly rated employee who qualifies for call-in pay will be guaranteed four (4) hours at their normal rate of pay. Once an employee works more than two and two thirds ($2 \frac{2}{3}$) hours, they will be paid the overtime rate of one and one half ($1 \frac{1}{2}$) for all their call out time. To qualify for the call in/call back pay, the employee must be requested to report for work by their supervisor at a time that is other than a scheduled or a rescheduled shift. In the case of an emergency, if there is no qualified Bargaining Unit Employee available to report for work, the work will be performed by Management.
- b) Public Works Employees will be assigned to weekend standby on a rotating basis starting on Friday at 16:30 hours through to 07:30 hours on Monday. Employee(s) is required to standby and remain available for call back shall be paid at a rate of two dollars (\$2.00) per hour for weekend standby time. If an Employee is required to report to work during this period, they will be paid in accordance with the terms of 16.03 a) of the Collective Agreement.

c) Exchanging Weekend Standby Duties

Employees may give up their weekend standby assignment provided the parties make the change to the standby schedule sheet and initial the change. The Superintendent or their designate must be informed of the change in advance and must agree to the exchange. If a change is not possible, the scheduled employee is responsible to make himself available for the weekend standby assignment.

The Standby list will be posted for the entire following calendar year by December 15th of each year and a copy will be provided to each employee.

It is understood that any exchanges of standby assignments will not result in overtime for the Employer. It is further understood that if an employee on standby is not qualified to respond to a call out, (i.e., does not have their water certification; DZ license), they will call out, by seniority, the available qualified employee to complete the required work and the called-out employee will be paid in accordance with Article 16.03 a) of the Collective Agreement. Further, the employee on standby will not be required to attend the call out unless there is an emergency situation that requires additional resources.

Should the standby employee be unable to reach a qualified employee for a call out, they are required to contact a contractor (i.e., ocwa, or appropriate sub contractor depending on issue) or the management employee on call for direction.

d) Relieving in a Higher Position

When an Employee is relieving as the Lead Hand replacing the Superintendent of Public Works, the Employee will be paid a premium of two dollars and forty cents (\$2.40) per hour above his/her present wage rate and will also be paid standby of two dollars (\$2.00) per hour, after working hours, while so assigned.

The opportunity for the Lead Hand role will be assigned to the most senior available Public Works employee.

The Letter of Understanding for the Lead Hand position will include responsibilities, duties and purchasing requirements. Any occurrence above these requirements will require the approval of the Clerk/Treasurer or Management.

17.04 Banking of Overtime

Full-time employees shall be given the option of choosing overtime pay or the equivalent time off in lieu of overtime. Where the full-time employee elects the option of taking time off, such time off must be scheduled no later than November 1st of each year. Any overtime not used by the last payroll of the year will be paid out.

17.05 Equalizing Overtime

The employee shall not be required to reduce his regular hours of work to offset any hours worked at overtime premium.

17.06 Computing Paid Holidays

All paid holidays as outlined in clause 17 not worked, shall for the purposes of computing weekly overtime, be considered as a day worked.

17.07 Sharing of Overtime

Overtime and callback time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

17.08 Overtime Premium and No Pyramiding

Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.09 Overtime - Casual Employees

Casual employees shall not work overtime where qualified regular employees are available to perform the work required and they are not eligible for sharing of overtime (Article 16.07).

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 The following Statutory Pay provisions apply to all employees:

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

In lieu of Remembrance Day, employees shall be entitled to take one (1) day annually, as a floater. Such floater shall not be cumulative from one year to the next and shall be scheduled in accordance with Article 18.05 of the Collective Agreement.

18.02 Payment for Holidays

An employee who is required to work on any of the above-named holidays will receive pay at the rate of two (2) times the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may take an alternate day off in lieu of the paid holiday, at a mutually agreeable time.

18.03 Holidays for Days Off

In the event that a holiday falls on the employee's regular day off the first business day immediately following the Holiday shall be taken in lieu of the Holiday.

18.04 Christmas Eve and New Year's Eve

The last four (4) working hours prior to Christmas Day and the last four (4) working hours prior to New Year's Day will also be treated as a holiday.

18.05 Holidays – Part-time Employees

Part-time employees shall receive payment for Statutory holidays in accordance with the current Employment Standards Act.

ARTICLE 19 - VACATION

19.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

a) Full-time

less than one (1) year of service	1 day per month to a maximum of ten (10) days
After one (1) year of completed service	2 weeks
After three (3) years of service of completed service	3 weeks
After eight (8) years of completed service	4 weeks
After twelve (12) years of completed service	5 weeks
After eighteen (18) years of completed service	6 weeks

b) Part-time

Subject to the provisions of the *Employment Standards Act*, as amended, Part-Time Employees shall receive vacation pay at the rate of four percent (4%) of gross wages for vacation pay purposes payable on each regular bi-weekly pay cheque.

19.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation with pay for each holiday, in addition to his/her regular vacation time.

19.03 Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority within each Department subject to the Employer maintaining a competent workforce. Employees will be initially entitled to claim such priority for up to three weeks of vacation, then the others shall be given scheduling opportunity.

19.05 Vacation Schedules

There shall not be more than two (2) employees off on vacation at the same time except where otherwise possible. All vacation credits must be used by the end of December of each calendar year.

Employees shall not be allowed to carry over vacation credits and any unused vacation credits in excess of two (2) weeks per year will be forfeited by the employee unless the employee was refused vacation leave or recalled from vacation leave due to operational requirements. In cases where an employee has accumulated vacation while on sick leave, the unused credits will be paid out to him/her on the first pay in January each year.

For any employee who takes less than two (2) weeks' vacation (ten (10) working days) as per the Employment Standards Act, unused vacation days up to a maximum of ten (10) days, will be paid out to the employee and any remaining unused vacation credits will be forfeited except in incidents cited above.

Employees shall have until March 15th to submit their vacation request. After March 31, employees who have not submitted their vacation requests will forfeit the right of choice and will be restricted to whatever dates are open at the discretion of the Department Head.

The completed vacation schedule shall be posted by April 15. Employees who wish to change or amend their vacation schedule will at the discretion of the Department Head but will not be unreasonably withheld.

The Employer reserves the final decision as to the scheduling of vacation. Requests for the individual employees will be considered and granted if practical. When two (2) or more employees wish to take vacation at the same time and only one (1) from each classification can be spared, then the employee with the greatest seniority shall be given preference in each classification.

19.06 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

Employees may request that consideration be given to having some vacation taken in one half (1/2) day or single day increments provided the employee gives his/her immediate Supervisor one (1) day of notice. The decision will be made by the Supervisor based on operational needs. Such a request will not unreasonably be denied.

19.07 Illness During Vacation

When an employee is qualified to receive paid sick leave credits or WSIB substantiated by a Doctor's certificate, bereavement leave with pay or any other approved leave with pay during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The days of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

19.08 Vacation must be taken within the calendar year in which they are due, unless otherwise approved by the Department Head or by the Clerk Treasurer/Administrator.

19.09 Unpaid Leave of Absence

Employees shall not accrue vacation time or vacation pay due to unpaid leave of absence or lay-off.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 General Leave

The Employer may grant leave of absence without loss of seniority for up to a period of six (6) months or may be granted leave for exceptional circumstances up to a maximum of twelve (12) months. Employees on approved leave of absence shall not engage in any gainful employment during said leave of absence without written permission from the Employer. Such general leave may be denied by the Employer for operational requirements.

20.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

20.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits without loss of seniority, provided such leave is requested in writing by the Union, not later than two (2) weeks in advance such leave is required and such leave does not reduce the efficiency of the operations. The maximum number of days an employee may be absent in a calendar year to attend Union functions is ten (10) days and only one (1) employee can be absent at one time for such purposes. The Union shall reimburse the Employer for receipt of such pay.

20.04 Bereavement Leave

- a) In the event of the death of a Permanent Employee's immediate family (current spouse including same sex partners or common-law spouse, child, stepchild, parent, brother, sister, grandchild), the employee shall be granted upon request, to leave of absence without loss of regular earnings for five (5) consecutive working days. Such leave shall be for the purposes of arranging for or attending the funeral or attending to the affairs of the deceased.
- b) In the event of a death of a member of the family; mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparent, grandparents, sister-in-law and brother-in-law, an employee shall be granted upon request, to leave of absence without loss of regular earnings for three (3) consecutive working days.
- c) An employee shall be granted one (1) day bereavement leave without loss of earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. The Employer may require proof of death to support bereavement leave in accordance with this article.
- d) Additional bereavement days without pay may be granted by the Employer at its sole discretion.
- e) An employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment.

20.05 Medical Leave

Employees shall be entitled to utilize their accumulated sick leave to attend to the medical attention of a member of the employee's immediate family or to attend personal medical appointments. Such leave request is to be approved by the employee's immediate Supervisor. Immediate family shall mean: current spouse, (including same sex partners or common law spouse), child, stepchild, parent, brother, sister and grandchild. It is agreed that, wherever possible, employees will provide their supervisor at least five (5) working days' notice when requesting such leave. Employees shall return to work at the conclusion of their medical appointment.

20.06 Jury & Witness Duty Leave

Employees subpoenaed to act as Juror or Crown Witnesses in criminal or civil court or at a Coroner's Inquest shall be granted a leave of absence with pay for such purpose. Any pay received from the Crown for such service shall be turned in to the Employer.

20.07 Voting Leave

The Employer will comply with applicable legislation related to afford employees the required clear time off with pay prior to the poll closing in Federal, Provincial and Municipal elections.

20.08 Pregnancy, Parental and Adoption Leave

Pregnancy leaves, Parental leave and adoption leave shall be granted in accordance with the Employment Standards Act, except where amended by this article.

ARTICLE 21 - SICK LEAVE PLAN AND WSIB

21.01 Sick Leave Credits

It is the Employer's intent to have employees who have been absent return to work and resume their regular duties and full-time hours as soon as it is reasonably possible, and the employee and union have an obligation to cooperate in that regard.

Permanent full-time employees shall earn nine (9) days of sick leave credits each calendar year. On January 1st of each year, the Employer shall deposit nine (9) days of sick leave credits into the employee's sick bank in advance of earning them.

Effective upon the date of hire, new permanent full-time employees will be allotted a prorated amount of sick days for their first year of employment based on their date of hire.

If an employee's employment ends prior to December 31st, the Employer shall prorate the amount of sick leave credits provide to the employee, and any time used over the prorated amount will be paid back to the Employer from the employee's final pay.

Employees who are on sick leave for more than three (3) days shall be required to provide a note from their physician upon reporting to work following an illness. Failure to provide a medical note may result in loss of pay.

The nine (9) days of sick leave credits shall not be carried over into the next year, nor shall they be paid out.

a) **Medical Certificate Required:**

Notwithstanding the above, for all absences which are expected to exceed three (3) scheduled days, and do exceed three (3) scheduled days, the employee will provide to the employer with satisfactory medical information as follows:

Medical certificates must contain the following:

- I. Confirmation that the employee is currently under the care of a Physician or treating health care practitioner.
- II. Confirmation that the employee has been seen by a Physician or a treating health care practitioner and will continue to be seen by a physician on a regular basis until their return to work.
- III. Confirmation by a physician or treating health care practitioner that the employee is currently incapable or has been incapable of attending work and completing the regular duties of the position throughout the period of absence, and as such the employee is totally disabled, and/or whether there are limitations or specific restrictions.
- IV. Some prognosis as to the expected return date to regular employment, including expected date(s) for reassessment.

This information is required for initial and ongoing medical documentation provided to the employer, and upon the expiry of each medical certificate, or every four (4) weeks, whichever comes first. The employer may also request that the Functional Abilities Form (FAF) be completed by the employee's attending physician where applicable.

Return to work medical certificates must contain the following:

- I. Confirmation that the employee has been under the care of a physician or a treating health care practitioner and has been seen by a physician for the duration of the absence.
- II. Confirmation by the physician or treating health care practitioner that the employee is capable of fully returning to his/her normal responsibilities in their regular position, and that the employee is capable of performing the core functions of their position, and/or whether there are limitations or specific restrictions (FAF completed and signed by the treating physician)
- III. Confirmation by the physician or treating health care practitioner that the employee is capable of returning to full-time hours, and if not, the number of hours per day the employee is capable of working and the expected date that the employee will be capable of returning to full-time hours.

Employees who have been absent for a period of two (2) consecutive weeks or longer since their last day worked must provide a satisfactory return to work medical certificate to the employer prior to their return, in accordance with Article 20.01 f), in order to satisfy the employer's obligations, if any, based on legislation and/or Policy. The employer reserves the right to request a return-to-work medical certificate at any time for any absences of two (2) consecutive weeks or less since the last day worked.

The employee will make reasonable efforts to ensure that the information contained in the medical documentation is consistent with the requests of the employer, as outlined in this Article; otherwise, the employer reserves the right to withhold an employee's sick leave pay until satisfactory documentation is provided.

b) **Required return to work notification:**

In order to qualify for salary protection as outlined above, employees suffering illness must notify their supervisor or designated representative of the employer as soon as the employee is aware of the inability to attend work prior to the commencement of the employee's scheduled shift on the first day of sick leave and on each subsequent day that the employee is unable to attend work, until such a time as satisfactory medical documentation outlining such is provided.

Employees failing to report as per the employer's requirements will be treated as absent without leave, excepting in extreme circumstances.

Should the employee fail to notify their employer of their absence after five (5) working days, they will be considered on unapproved leave and their employment will be terminated, unless there are extenuating circumstances.

c) **Reporting return to duty:**

Employees shall notify their supervisor or designated representative at least three (3) working days before reporting back for duty following an absence due to illness or injury of two (2) weeks or more. In the event of an absence due to illness or injury of four (4) weeks or more, the notification shall be made by five (5) working days before reporting back for duty. Failure to do so may result in an employee being prevented from returning to work until the employer is satisfied that the employee can safely return to work and any restrictions have been addressed.

d) **Original medical note:**

Original medical notes shall be provided to the employer as soon as possible and in all cases no later than upon initial return to work. Copies (faxed, scanned or other) shall be accepted only until the original documentation is supplied.

e) **Communication during absence:**

It is the employee's responsibility to maintain communication with his/her supervisor regarding any changes to the employee's condition which may shorten or lengthen the duration of his/her absence from work in order to the Supervisor to continue to appropriately schedule relief during the employee's time away and/or make alternate necessary arrangements for covering the employee's workload during their absence. Ongoing and open communication is important to allow Management to prepare for and coordinate the employee's return to work. Failure to do so and/or to provide appropriate medical information, may result in a delay of the employee's return to work date.

21.02 Short-Term Disability

1) **Commence:**

- a) At the first day of an accident;
- b) The fourth (4th) day of illness or the first day of confinement to hospital whichever is the earlier date. No benefits will be paid for the first three (3) days of sickness unless confined to hospital.
- c) An employee who works four (4) hours or less on a scheduled working day and leaves his job because of illness, that day will be counted as the first (1st) day of illness. If he works in excess of four (4) hours, the following day will be counted as the first day of illness.

- 2) All claims for disability benefits must be certified by a doctor. Prior to returning to work after an absence of more than one (1) day, the employee may be requested to submit a Certificate from a Certified Medical Practitioner.

3) **Extent of benefits:**

- a) On a bi-weekly basis: seventy-five (75%) percent of an employee's regular bi-weekly salary, maximum of one thousand five-hundred dollars (\$1,500.00) per week.
- b) Salary is the regular salary of the employee's occupation immediately prior to the accident or illness.
- c) Short-Term Disability benefits shall be payable for a period of seventeen (17) weeks, after which Long Term Disability will come into effect.
- d) The Employer shall pay one hundred percent (100%) of the premiums for a Short-Term Disability Plan.

21.03 Long Term Disability

The Employer agrees to pay one hundred (100%) percent of the premium cost of a Long-Term Disability Plan which pays a monthly benefit of seventy-five percent (75%) to a maximum of \$6,000.00 of their regular monthly earnings which include any amount received from any other source. Coverage to become effective in the 16th week of disability due to accident or sickness and will continue until such time as the employee is able to re-enter the work force in their current position on a full-time basis or until he/she reaches the age of sixty-five (65).

On the earlier of the employee's 65th birthday or the date of the employee's retirement, Long Term Disability Insurance will be discontinued.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Rates of Pay

- a) Rates of pay for classifications covered by this Collective Agreement will be listed in the attached Salary Schedule
- b) The Salary Schedule may be changed for individual employees or groups of employees as a result of negotiations between the Town and the Union.

22.02 Increments

- a) Where there are minimum and maximum salary ranges, employees shall progress from minimum to maximum salary by annual increments.
- b) Increments are awarded on the anniversary date of when an employee entered a position.
- c) Increments are awarded on the basis of merit. The employer will rate each employee on job performance prior to the anniversary date of when an employee entered a position. If a job performance rating is not conducted prior to this anniversary date, then the employee shall be deemed to have satisfactory performance and shall be awarded his/her increment on their anniversary date.

22.03 Shift Premium

- a) The Employer agrees to pay a shift premium of seventy-five cents (.75) per hour for each hour worked between the shift hours of 1500 hours to 2300 hours and 2300 hours to 0700 hours.
- b) **Weekend Premium**
The Employer agrees to pay a weekend premium of one dollar (\$1.00) per hour to employees for each hour worked on Saturday and Sunday

c) **DZ License**

The Employer will cover the actual fee for the DZ license for all employees requiring this license.

In the event that an employee is unsuccessful in obtaining the DZ license on their first attempt, he/she will be responsible to pay for the additional fees required to retry the test. Further, the Employer agrees to pay for all renewals of the DZ license and the above shall apply.

22.04 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Thursday by direct deposit.

On each payday, each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

22.05 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, he/she shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than his/her own, his/her rate shall not be reduced.

22.06 Educational Allowance

The Employer shall pay the full costs of any course of instruction required by the Employer or any level of government to better qualify him/her to perform the employee's job. Employees attending education course will not lose wages for scheduled shifts while attending a training course.

ARTICLE 23 - EXPENSE AND MILEAGE ALLOWANCES

23.01 Motor Vehicle

It shall be the responsibility of the Superintendent to determine whether an employee requires the use of a motor vehicle to carry out Employer business.

23.02 Expense Allowance

a) A transportation allowance of forty-five cents (\$0.45) per kilometer for travel in the service of the Employer and /or approved seminars or education courses. Wherever possible, employees shall 'carpool' when attending such events. Where an employee chooses to travel by public transportation, original receipts are required for reimbursement. Mileage to and from the destination of travel shall be calculated using the shortest applicable distance as calculated by Google Maps. A copy of the Google Map used shall be submitted with employee's expense claim.

- b) A maximum of seventy dollars (\$70.00) per day will be paid for meal allowances when employees are attending training seminars on their own time that are mutually beneficial to the Employer and Employee. All attendance to course and seminars must be reviewed and approved by the Employer prior to registration for training and seminars. Reimbursement for all meals, accommodations, course registration and materials must be supported with original receipts subject to the following maximum amounts:

DAILY MEAL ALLOWANCE (inclusive of HST and gratuities)
Breakfast - \$15
Lunch - \$20
Dinner - \$35

- c) Notwithstanding any provision in this Agreement to the contrary, when an employee is required to travel outside of normal working hours for the purposes of attending required training or other approved travel, the employee shall be compensated at straight time for travel time. The Employee will have the option being paid out for travel time outside of normal working hours or banking that time to be taken at a time mutually agreeable to both the Employee and Employer. In all cases, banked travel time shall be taken on or before November 1 of the calendar year. Travel time incurred after that date in the calendar year shall be paid out.

ARTICLE 24 - SAFETY FOOTWEAR & PROTECTIVE CLOTHING ALLOWANCES

24.01 Safety Footwear Allowance

The Employer will provide an annual safety footwear allowance, payable by December 31st, of each year amounting to two hundred dollars (\$200.00) to all permanent employees who are required to wear same as determined by the Occupational Health and Safety Act as amended and its Regulations for Construction Projects. Payment will be made upon employee providing proof of purchase such as a sales receipt.

24.02 Work Gloves

The Town Works Department shall provide permanent employees with two (2) pairs of work gloves once each calendar year. Additional gloves may be provided as required.

24.03 Safety T-Shirts

The Town Works Department will provide permanent employees with two (2) Short Sleeve Safety T-Shirts and (2) Long Sleeve Safety Shirts as required.

24.04 Coveralls

Two (2) pairs of working coveralls shall be provided to all permanent employees per contract (if required) and the coveralls shall be cleaned at the Employer's expense as required.

24.05 Winter Coats/Ski - Pants

Employees required to work in winter weather conditions will be provided with one (1) winter coat and one pair of ski pants per contract (if required).

24.06 Rain Gear

Rubber clothing and rubber boots will be suitable for all weather/seasons, shall be provided and replaced as required for all employees who work in such conditions.

ARTICLE 25 - PENSION PLANS

Pension Plan (O.M.E.R.S.)

25.01 In addition to the Canada Pension Plan, every permanent employee shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer and the Employees shall make contributions in accordance with the provisions of the plan.

25.02 The OMERS regulation allows a member who is absent from work due to illness or disability to continue to accrue credited service in the OMERS Pension Plan during the period of absence. The Corporation will inform the affected member in writing by registered mail of the obligations of the parties to continue the contributions.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Premiums and Absences

In the event an employee is absent from work due to injury, disease or illness, the Corporation shall continue to remit payment of premiums for all benefits provided for in this Agreement for a maximum of twelve (12) months from the commencement of the employee's absence from work. The period may be extended at the discretion of the Employer.

26.02 Changes in Carrier

The parties agree that if there is a change in benefit carriers, the benefit levels will be equal. The Employer will advise the Union of any changes in carrier at least sixty (60) days prior to implementing a change in carrier.

26.03 Medical Examination

The Employer may refer an employee seeking any medical right or benefit or seeking any dispensation or consideration on medical grounds, to a physician selected by the Employer for confirmation of the medical claim.

Where accommodation is required in regards to the employees condition the Employer may require of the physician a report as to what accommodation would be appropriate, in which case, the Employer will reimburse the employee the cost of such Physician's Medical Certificate upon presentation of a receipt for such services. An Employee who is required to undergo an independent medical examination in accordance with this provision shall cooperate with the medical assessment.

ARTICLE 27 - TECHNOLOGICAL CHANGES

27.01 Technological and Other Changes

The Employer shall notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the workplace and the employees.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Bulletin Board

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

28.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of ratification. The Employer shall print sufficient copies of the agreement in booklet form for each employee within thirty (30) days of the signing. The cost of printing the collective agreement will be shared equally by the Employer and the Union.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Effective Date

The term of this Agreement shall be from January 1st, 2022, to December 31st, 2025, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing of thirty (30) to ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

29.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

29.03 Wages

Schedule "A" attached hereto shall form part of this agreement.

Signed this 8 day of May, 2023.

FOR THE EMPLOYER

mRobinson

R. Vickery

R. Vickery (May 17, 2023 22:36 EDT)

FOR CUPE AND ITS LOCAL 5014-01

Tammy Robinson

Tammy Robinson (May 8, 2023 15:12 EDT)

alex beachey

alex beachey (May 9, 2023 08:11 EDT)

Chris Beachey

Chris Beachey (May 8, 2023 14:59 EDT)

RV

Schedule "A"

Employees Wages

Position	Step 1	Step 2	Step 3
PUBLIC WORKS EQUIPMENT OPERATOR			
January 1 st , 2022 – 5%	\$24.35	\$26.20	\$28.05
January 1 st , 2023 - 3%	\$25.08	\$26.98	\$28.87
January 1 st , 2024 - 3%	\$25.83	\$27.79	\$29.75
January 1 st , 2025 – 3%	\$26.61	\$28.63	\$30.65