

# COLLECTIVE AGREEMENT

~between~

THE CORPORATION OF THE TOWN OF HALTON HILLS



~ and ~

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 73

***CUPE***

Term: June 1, 2023 – May 31, 2027

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## AGREEMENT

-between-

The Corporation of The Town of Halton Hills  
(hereinafter referred to as the "Town")  
OF THE FIRST PART

-and-

The Canadian Union of Public Employees, Local 73  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

### Preamble

It is noted that CUPE Local 73 is comprised of the Public Works Operations, the Parks/Cemeteries Operations, and the Recreation Facilities Operations.

### Article 1 - Purpose

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Town and the employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain harmonious relations and mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

### Article 2 - Management Rights and Scope

#### 2.1 Management Rights

The Union recognizes and acknowledges that it is the exclusive jurisdiction of the Town to manage its operations and to direct its employees and agrees that, subject to the terms of this agreement, it is the exclusive function of the Town to:

- a) maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce reasonable rules and regulations to be observed by its employees,

- b) hire, discharge, classify, transfer, promote, demote and suspend or otherwise discipline any employee covered by this agreement,
- c) generally to manage Town affairs, and without restricting the generality of the foregoing, to determine the location of operation centre(s) and their expansion and their curtailment, the number of personnel required, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, assignment and schedules of work and all other matters concerning the operation of Town facilities not otherwise specifically dealt with elsewhere in this Agreement;

Management shall exercise these rights consistent with the terms and conditions of the collective agreement.

## 2.2 Scope

The Town recognizes the Union as the sole and exclusive bargaining agent for all of its full time hourly rated employees, save and except Supervisors, persons above the rank of Supervisors, office staff, students employed during the summer vacation period, and persons regularly employed for not more than 24 hours per week. The Town confirms that its employment of students or temporary employees, or persons hired on a government grant or incentive program, rehabilitative, community service programs, etc. will not jeopardize the positions otherwise covered by this Collective Agreement.

Town employees, other than students not covered by this Agreement, shall not work on any job performed by employees covered by this Agreement, except for the purposes of instruction, experimenting, or in emergencies, and provided that the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employee.

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

## Article 3 - Town's and Employee's Responsibilities

- a) It is recognized that the Town is responsible for the safety, health, comfort and general welfare of its citizens. Therefore, the employees must be prepared to assist in providing the many services.
- b) The Town agrees to advise new employees of the fact that a Union Agreement is in effect.

- c) The Town agrees to provide each member of the Union with a copy of the Union Agreement.
- d) The employees agree to advise the Town when there is a change in status of their home address, telephone number or driver's licence.
- e) The employer will provide upon request, at no cost to the Town, information about the Municipal Retirees Organization of Ontario (M.R.O.O.).
- f) The employee agrees to abide by all corporate policies under which they fall providing they do not violate the collective agreement.

#### **Article 4 - Union Dues**

- a) All employees covered by this Agreement shall, as a condition of employment, authorize the Town to deduct such Union dues as are normally set by the Local Union.
- b) Such dues deducted shall be turned over by the Town to the National Secretary-Treasurer of the Canadian Union of Public Employees immediately following each monthly deduction along with a statement showing the names of employees from whom deductions were made and the amount deducted from each.
- c) Deductions shall be made from each employee's bi-weekly pay which shall be paid on the respective Thursday.
- d) The Union will notify the Town in writing at least thirty (30) days in advance, the amount of its monthly dues and any changes made to the dues.
- e) The deduction of Union dues will commence the first day of probationary employment.

#### **Article 5 - No Discrimination**

The Town agrees that there will be no discriminations, interference, restrictions, or coercion exercised or practiced by any of its representatives with respect to any employee because of their membership or non-membership in the Union.

Furthermore, the Canadian Union of Public Employees and the Town of Halton Hills will adhere to the provisions of the Human Rights Code of Ontario as amended.

## Article 6 - No Coercion

The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Town by any of its members or representatives, and that there will be no Union activity or solicitation for membership during regular working hours, and no meeting on Town premises except with the permission of the Town.

## Article 7 - Committees and Stewards

### a) General

When it is deemed necessary to meet with the Union's Negotiating Committee, Union Stewards, or other Union Officials, and such meeting is called by the Town during normal working hours, the employees who are called to attend the meeting will not lose pay because of their attendance. The Steward shall have the right to interview an employee for a reasonable period during working hours concerning a grievance provided both first obtain permission from their respective supervisor. The representatives of the Canadian Union of Public Employees shall have access upon reasonable request to the Department Head concerned, and to the Town premises in order to investigate or assist in the settlement of grievances arising under this Agreement.

### b) Stewards

Four (4) full-time Union employees shall act as Stewards.

Meetings between the representatives of the Town and the Union representatives will be held during working hours and not more than four (4) employees who are members of the Union Committee shall be paid at their regular rate for attendance at such meetings.

### c) Negotiating Committee

The Union and Management Negotiating committee will consist of an equal number of members. The Union shall appoint or otherwise select a Committee one of whom shall be the President, to represent the Union in meetings with the Town concerning negotiations or administration of this Agreement. The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees at any meetings with the Town respecting amendments to this Agreement.

When it is deemed necessary to meet with the Union's Negotiating Committee, Union Stewards, or other Union Officials, and such meeting is called by the Town during normal

working hours, the employees who are called to attend the meeting will not lose pay because of their attendance.

**d) Grievance Committee**

The Town acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members from among the Union, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement. The Union acknowledges that the Town will be notified in writing, the names of members selected to act on the Grievance Committee and as Stewards, and further that no member may act in this capacity until such time as the Town acknowledges these appointments in writing.

The Steward shall have the right to interview an employee for a reasonable period during working hours concerning a grievance provided both first obtain permission from their respective supervisor. The representatives of the Canadian Union of Public Employees shall have access upon reasonable request to the Department Head concerned, and to the Town premises in order to investigate or assist in the settlement of grievances arising under this Agreement.

**e) Health and Safety Committee**

The Joint Health and Safety Committee will consist of four (4) full-time Union employees and four (4) management employees. The Union shall appoint their four representatives as follows:

3 members from Public Works Operations;  
1 member from Recreation Facilities Operations;

Meetings will be held during daytime working hours and Union members shall be paid at their normal rate for attendance at such meetings. Meetings will be scheduled in accordance with the Health and Safety Act or at times agreed to by the Committee. The Chairperson of the Committee is appointed by all members of the Committee.

**f) Union Officials**

The Union shall supply the Town, in writing, with the names and addresses of all its officials as at present constituted and of any change in such officials' positions within three (3) days after such change.

## Article 8 - Record of Disciplinary Reports

- a) The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- b) The Union will receive written notification of any formal disciplinary action within two (2) working days of the action being taken.
- c) Upon reasonable request made during normal office hours, and with no less than twenty-four hours' notice, an employee will be given the opportunity to review their personnel file. The employee will be given a copy of any documents therein upon request.

## Article 9 - Assistance of the Union

- a) The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the Town premises in order to investigate or assist in the settlement of the grievance at a time agreed upon by both Union and Town officials.
- b) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

## Article 10 - Grievances

### a) Procedures

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral and an allegation that this Agreement has been violated. It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that the employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor assisted by a Steward within five (5) working days after the circumstances giving rise to it have occurred. Failing settlement within five (5) working days, it shall be taken up as a grievance within five (5) working days following the immediate supervisor's decision in the following manner and sequence:

### **Step 1**

The grievance may be submitted in writing, signed by the employee, to their immediate supervisor or designate. The grievance shall identify the nature of the grievance and remedy sought and should identify the provisions of the Agreement, which are alleged to be violated. The supervisor or designate will deliver their decision in writing within five (5) working days following the day on which the grievance was presented. Failing settlement, then:

### **Step 2**

Within five (5) working days following the decision at Step 1, the grievance may be submitted to the appropriate Department Head or designate who will deliver this decision in writing within five (5) working days from the date on which the written grievance was presented to them. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head is the same person. Failing settlement, then:

### **Step 3**

- i) Within five (5) working days following the decision at Step 2, the grievance may be submitted in writing to the Chief Administrative Officer or their designate who shall meet with the Grievance Committee and the grievor within five (5) working days of the submission of the grievance at Step 3. The decision of the Chief Administrative Officer shall be delivered in writing within five (5) working days following the date of such meeting. Failing settlement at this stage, the Union may invoke the Arbitration provision of this Agreement within ten (10) working days of the written reply.
- ii) It is expressly understood that the time limits fixed in both the grievance and arbitration procedures may be extended by agreement in writing between the grievor or the Grievance Committee, and the appropriate Town Official.
- iii) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union have a grievance, the Union may submit the grievance. Such grievance will be initiated at Step 2 of the grievance procedure.

### **b) Arbitration**

It is agreed by the parties hereto, that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting Grievance Procedures, shall be settled by Arbitration.

**c) Management Grievances**

It is understood that the Town may bring forward at any meeting with the Grievance Committee any complaints or grievances, and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this Agreement.

**d) Special Grievances**

A claim by an employee that they have been suspended or discharged without just cause, shall be submitted to the appropriate Department Head at Step 2 of the Grievance Procedure no later than five (5) working days after the date of the suspension.

A claim by an employee that they have been discharged without just cause shall be submitted to the Chief Administrative Officer at Step 3 of the Grievance Procedure no later than five (5) working days after the date of discharge.

Such special grievances may be settled by confirming the employer's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which are just and equitable in the opinion of the parties or Board of Arbitration or sole arbitrator, if the matter is submitted to arbitration.

## **Article 11 - No Strikes or Lockouts**

In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, The Town agrees that it will not cause or direct any lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Town for the duration of this Agreement.

## **Article 12 - Seniority**

- a) Town seniority is defined as the length of service with the Town. Departmental seniority is defined as the length of service within the Public Works operation, the Parks/Cemeteries operation, and the Recreation Facilities operation.
- b) The Town shall maintain a seniority list showing the name, job designation, departmental seniority and hiring date (if different) of each employee covered by this Agreement.

- c) The seniority list shall be revised as of April 1<sup>st</sup> each year and re-posted on The Town's notice board in both Public Works and the Recreation and Parks Department.
- d) In the event of departmental staff reductions, departmental seniority will prevail provided the employees affected are of equal skill, ability and qualifications.

For any employee displaced due to departmental reductions, bargaining unit seniority will prevail provided that the employees affected are of equal skill, ability and qualifications. The last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired.

- e) An employee shall lose seniority and be considered terminated for the following reasons:
  - i) Voluntary resignation in writing.
  - ii) Discharge for just cause.
  - iii) Failure to return to work after a lay-off within five (5) working days after proper notification by registered letter at the last address provided by the employee to the Corporation.
  - iv) Lay-off in excess of twelve (12) months.
  - v) Absence from work without leave of absence being granted or an explanation being given, satisfactory to the Corporation, for a continuous absence of three (3) working days or over.
  - vi) Absence from work for thirty (30) continuous months due to injury or illness or becoming totally and permanently disabled.

### Article 13 - Job Posting

- a) When there is a vacancy in a classification, such vacancy shall be posted within thirty (30) days, or the Union will be informed. All postings shall remain open to applicants for seven (7) working days. All posted jobs that can be filled by qualified internal applicants, including Temporary/Seasonals, shall be filled within thirty (30) working days of the closing date of the posting unless otherwise agreed between the union and the employer. In the case of retirement, vacancies will be posted at least sixty (60) days prior to the retirement date, if applicable.

The filling of a vacancy shall be made having regard to skill, ability and qualifications. If these factors are equal among competing applicants, bargaining unit seniority shall be the governing factor.

- b) No outside applicant for any vacancy in the Bargaining Unit shall be considered until the applications of present Union members have been fully processed. In the event an external candidate is hired to fill the posting, they shall commence working in the posted position within forty-five (45) working days of the closing of the internal posting, unless otherwise agreed between the union and the employer.
- c) Bargaining Unit employees capable of meeting the requirements of the job will be selected to fill vacant positions prior to non-bargaining unit employees. The appropriate Department Head, upon request from the Union, will send a letter advising of the promotion or promotions, and give an explanation to the unsuccessful applicants. Such matters shall be subject to the grievance procedure. In the event that a posting is canceled, the original posting shall be displayed on the bulletin board and stamped "canceled", explaining the reason(s) for cancellation. When a job vacancy is filled as a result of a job posting, the successful applicant's name and applicable classification shall be displayed on the bulletin board. The successful applicant shall be subject to a trial period of four months. Conditional on satisfactory service, such trial upgrading shall become permanent after the period of three months.
- d) An employee who, through advancing years or temporary disablement, is unable to perform their regular duties, will be employed in other work which they can do satisfactorily and the rate of pay and job performed shall be mutually agreed upon between the Town and the Union. Such employees shall not displace an employee with more seniority.
- e) If a promotion removes an employee from the bargaining unit, the successful applicant shall be subject to a trial period of six months. In the event the successful applicant proves unsatisfactory in the position or if the employee finds they are unable to perform the duties of the new job classification during the aforementioned trial period, they shall be returned to their former position and wage or salary without loss of seniority. Any employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and wage and salary without loss of seniority. No employee shall be promoted out of the bargaining unit without their approval. Any employee promoted out of the bargaining unit shall not accumulate seniority in excess of the six months probationary period for the purpose of this contract.
- f) If a vacancy occurs in the same classification and with the same job requirements as a job posted in the last sixty (60) days, the Corporation shall have the right not to re-post the job. The Corporation shall give notice to the Union of such a decision in writing. Applicants who have applied to the initial posting will be considered and will not be required to submit another application.

- g) In the event of a delay in filling a posting by the employer, the successful applicant shall receive their pay at the posted rate from the date the posting would have been filled as per 13 a).

## Article 14 - Bulletin Boards

The Town shall provide space on bulletin boards and other means where appropriate and at the Town's discretion upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to the employees and not to the detriment of the Town.

## Article 15 - Probationary Employees (Permanent Position)

- a) A newly hired employee shall be on probation for a period of four (4) months from the date of hiring. After completion of the probationary period, seniority shall be effective from the original date of employment. The Town shall notify the Union of the appointment of probationary employees as soon as they are appointed.
- b) The release or discharge of a probationary employee will not be the subject of a grievance.
- c) A probationary employee will not carry seniority rights during their probationary period. Probationary employees are not covered by the terms of this Agreement, with the following exceptions:

<u>Article</u>	<u>Title</u>
2.2	Scope
4	Union Dues
15	Probationary Employees
17	Hours of Work and Overtime
20	Vacation Leave
21	Paid Holidays
25	Safety and Protective Clothing
27	Health Benefits
31	Wage Rate Classification

- d) The said probationary period may be extended a maximum of sixty (60) additional working days for new employees by management to allow the Town to appropriately assess an employee's performance in cases where an employee is unable to perform the full scope of their duties due to factors outside of the Town's control including the following agreed upon criteria; ice availability, delays in TSSA certification, delays with Ministry of Transportation processing, pandemic, and extended absence of the employee.

Upon successful completion of probation, the employee will receive any difference between the probationary rate and job rate, retroactive to the 120-day probationary completion date.

- e) On the completion of this probationary period, the employee shall be advanced from the probationary rate of pay to the going rate for the job classification to which they are assigned.
- f) Any newly hired employee, prior to beginning work with the municipality, shall show proof of having passed a complete physical examination by a qualified Medical Doctor, and said examination to be paid for by the Town.
- g) At the time of hiring, all new employees shall be informed that overtime may be a condition of employment.
- h) A probationary employee who successfully completes the four (4) month probationary period will receive the job classification rate retroactive to the first day of full-time employment.

## Article 16 - Temporary/Seasonal Employees

### a) General

It is understood that the Town requires temporary/seasonal employees for work in all operations. When a temporary/seasonal employee is required by the Town, the Town shall advise the Union in writing to establish that such work will not in any way displace regular employees, nor will they be retained or granted work in preference to regular employees. No temporary/seasonal employees will be hired without written notification to the Union.

Seasonal employees will be hired between the dates of October 1<sup>st</sup> and March 31<sup>st</sup> for the winter term and April 1<sup>st</sup> and October 1<sup>st</sup> for the summer term in the Public Works Operations with 30 days grace allowed either before or following said dates. In Facility Operations temporary/seasonal employees will be hired and scheduled as operational needs require. The above dates do not apply to a temporary employee required to replace an employee who is off on Workers' Compensation, Short- or Long-Term Disability, or leave of absences. It is also understood that a temporary/seasonal employee does not automatically become a permanent employee.

If any such employee is, during their engagement as a temporary/seasonal employee, either hired by the Town on a permanent basis or is a successful applicant for any posted

position, they shall be credited with seniority dating back to the date of their last hiring to a maximum of 90 days.

**b) Benefits for Temporary/Seasonal Employees**

The terms of this Agreement shall apply to temporary/seasonal employees hired in accordance with the terms of this Agreement except for:

Paid holidays, other than those covered by Employment Standards Act, and those as agreed in 16(c);  
Sick Pay;  
Group Life Insurance;  
Discharge;  
Extended Health Care;  
Dental;  
Semi-Private coverage;  
L.T.D.  
Bereavement Leave

- c) If a temporary/seasonal person is rehired as a temporary/seasonal employee within thirty (30) days of termination or last day worked, they will be paid for any recognized holiday that occurs during their current employment period providing the employee has worked the regularly scheduled working day before and the regularly scheduled working day following the holiday.
- d) Any temporary or seasonal employee in Public Works who is hired for a second and subsequent seasons will be paid an additional one dollar (\$1.00) above the temporary rate if working in a job they have already been trained to do.
- e) Any Public Works or Recreation and Parks temporary or seasonal employee who is hired for a second and subsequent season will receive up to two (2) sick days per calendar year for medical appointments or illness of the employee only.
- f) Any Public Works or Recreation and Parks temporary or seasonal employee who is hired for a second consecutive season within the same calendar year, will have two (2) additional sick days made available for use by the employee for medical appointments or illness of the employee only within the current working season. There will be no allowance to carry over unused sick days to following season.

## Article 17 - Hours of Work and Overtime

### 17.1 Public Works

- a) The regular hours of work for Public Works employees shall be forty (40) hours within the hours of 6:30 a.m. to 3:00 p.m., Monday to Friday.

The regular hours of work for staff assigned to Parks/Cemeteries Operations shall be forty (40) hours within the hours of 7:30 a.m. to 4:00 p.m., Monday to Friday.

- b) The Town requires 24/7 coverage, including all weekends and holidays, from the start of the first pay period in November to the end of the last full pay period in April, or as otherwise agreed upon. To satisfy the 24/7 coverage requirement, the Town and the Union shall agree annually on a scheduled Patrol Shift arrangement that provides one full-time employee and one seasonal employee on duty to fill hours not covered by regular Monday to Friday scheduled day, afternoon and night shifts. When possible, Patrol Shift assignments will be filled on a volunteer basis before being assigned in reverse seniority.
- c) All employees working regular and daily hours of work in a normal work week shall have one-half (1/2) hour unpaid off for lunch typically between 11:30 a.m. and 12:30 p.m. or at the half-way point of a scheduled shift.

All employees shall be entitled to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon as scheduled by the appropriate Supervisor.

- d) All time worked by hourly paid employees outside the regular or scheduled hours of work is overtime work, subject to the following conditions:
- i) Any work in excess of regular or scheduled hours will be paid at the rate of time and one-half the regular rate, provided that if an employee works for more than four (4) additional hours in any one day, they will be paid at the rate of double their regular rate for all hours worked in excess of such four (4) additional hours of work. If an employee is required to work unscheduled hours on a Saturday or first day of rest, they will be paid at a rate equal to time and one-half their regular rate for the first four (4) hours and double time for any hours worked in excess of the first four (4) hours.

- ii) An employee who is required to work unscheduled hours on a Sunday or second day of rest, will be paid at a rate equal to double their normal straight time hourly rate for all hours worked.
- iii) The Town agrees that it will not attempt to avoid the payment of this double time for Sunday work by laying-off an employee during the week.
- d) All employees called back to work on a regular or scheduled workday will be guaranteed two (2) hours pay at the prevailing overtime rates. Employees called in to work on an unscheduled day, will be guaranteed three (3) hours pay at the prevailing overtime rates. Employees will be allowed to return home at the completion of the work that they were called in for. Any subsequent call-ins during the same day, will be guaranteed two (2) hours of pay at the prevailing overtime rates.
- e) Notwithstanding the aforementioned in the event of a scheduled shift change outside of the regular hours as defined in Article 17.1 (a) employees will be paid a shift premium of one dollar and fifty cents (\$1.50) for all hours worked on the afternoon shift (2:30 p.m. to 11:00 p.m.) and two dollars (\$2.00 ) per hour for all hours worked on the night shift (10:30 p.m. to 7:00 a.m.) provided that the employee is notified of the scheduled shift change at least forty-eight (48) hours in advance of such shift change.

## **17.2 Recreation Facilities Operations**

In view of the normal weekly operation of the facilities being comprised of seven (7) days with daily hours of operation determined by the demand placed upon it, a work shift shall be designed by the Facility Supervisor to staff the facilities at all times when it is open to the public. A year-round rotational schedule shall be instituted. The rotation shall be mutually agreed to by both parties.

Hours worked in excess of those set out herein, including work on designated holidays and days off, will be paid at the applicable overtime rate.

Normal hours for employees who are employed in Recreation Facilities Operations will be 5:30 a.m. – 12:30 a.m. and employees may be scheduled for any shift. Provided no employee is required to work on more than three (3) continuous days and there is at least twenty-four (24) hours between a change of shift.

A normal workday shall not be more than twelve (12) hours.

The normal pay week will be forty (40) hours, even though the scheduled hours worked in any particular pay week may be more or less than forty (40) hours.

Employees will be provided two paid fifteen (15) minute rest periods and a paid one-half (1/2) hour lunch period on site as scheduled by the Facility Supervisor. Employees who work a shift that is longer than ten (10) hours will be provided a second one half (1/2) hour paid lunch period.

### **Shift Premiums**

A shift premium of one dollar and fifty cents (\$1.50) per hour will be paid for all hours worked on the afternoon shift (4:00 p.m. to 12:30 a.m.) and, if a night shift is introduced, two dollars (\$2.00) for all hours worked on such a shift (12:30 a.m. to 8:00 a.m.).

### **Overtime Section**

Hours worked in excess of those set out herein, will be paid at time and one half (1 ½) for the first four (4) hours and double time for all hours thereafter for the first day off in the rotation and double time for all hours worked on the second or subsequent consecutive days off. Hours worked in excess of those set out in Article 17.2 and all time worked by union employees outside the scheduled hours of work, if not given proper notice, is overtime work, and shall be paid at the applicable rate. An employee called back to work outside their regular working schedule will be guaranteed two (2) hours pay at the prevailing overtime rate and will be allowed to return home upon completion of the work for which they were called out to perform.

### **Overtime Contact Procedures**

1. Facility Supervisors or operators are to use employees stationed at that specific workplace for overtime where there is short notice, i.e. an employee calls in sick.
  - this pertains to all union employees;
  - Administrative personnel are to contact the employee who has the lowest accumulated overtime first, according to the record from the previous or latest month posted;
  - hours not taken are to be recorded as refused - date and time noted of shift offered and the time the offer was made;
  - failing to get a shift covered from either the employee who would work a double shift or the other employee because the third one would be the one away, the administration personnel would refer to the previous or latest month record posted and contact the employee from the other arena's lowest accumulated overtime, and so on;
  - hours declined are to be added to the total, unless the employee is already working;

- if the employee is not located, the hours available are to be recorded as declined.
  - If an employee calls in sick outside of the administration staff normal working day or 8:30 pm, whichever is later, there is no obligation for management to follow the procedure noted above.
2. At the Mold Masters Sportsplex and the Acton Arena it is recognized that there must be at least one employee who holds a Refrigeration "B" Licence on a shift each day.
  3. The running overtime record will begin September 1<sup>st</sup> each year and carry through to August 31<sup>st</sup>.
  4. For overtime known well in advance that is going to be available (such as long-term illness such as Long-Term Disability or WSIB), Arena Management will utilize PT CUPE Facility Operators when possible.
  5. If an employee transitions from incidental self-certified days to Short Term Disability (STD) Arena Management will utilize PT CUPE Facility Operators for the duration of the STD when possible. When an employee goes on short-term or long-term disability, the first three shifts (incidental illness) will be filled by a full-time facility operator.

### 17.3 Overtime Equalization

In an effort to equalize departmental overtime, the Supervisor shall refer to the list of overtime hours accumulated, and, where possible, bring in employees who are low on overtime according to the list. The Town shall supply both the Union's President and Secretary Treasurer a copy of the overtime hours accumulated (either worked and/or refused) by each employee every two (2) weeks.

### 17.4 Lieu Time

At the request of the employee in writing and agreement of the Town, overtime hours may be accumulated and added to an employee's "lieu time" at the same rate of time off as the overtime rate of pay.

In lieu of payment for overtime hours worked, employees may accumulate these funds in an account for taking time off work at their regular hourly rate of pay. Time off must be taken at a mutually agreed time.

### **Recreation Facilities Operations**

Employees may earn up to a maximum eighty (80) hours of lieu time annually from September 1<sup>st</sup> to August 31<sup>st</sup>, with no top-up after use. This lieu time, inclusive of the use of lieu time during the ice season, shall be granted at a time mutually agreed upon by the employee and the manager or designate, taking into account the operational requirements of the facility.

### **Public Works Operations**

Public Works employees may earn up to a maximum eighty (80) hours of lieu time annually from November 1<sup>st</sup> to October 1<sup>st</sup>, with no top up after use.

## **Article 18 - Overtime Meal Allowance**

- a) An employee who works in excess of two (2) hours after their normal quitting time and who is required to continue to work thereafter will be given sufficient time off to eat at their regular hourly rate, where such time shall not exceed one-half (1/2) hour, and in the case where such employee works four (4) or more hours after eating as aforesaid and who is required to continue to work thereafter, will be given another one hour to eat at their regular hourly rate.
- b) Notwithstanding Article 18(a) - Recreation Facilities Operations employees who are scheduled to work in excess of two (2) hours after their normal quitting time, and who are required to continue to work thereafter, will be given sufficient time off to eat at their regular hourly rate, such time shall not exceed one (1) hour, and in the case where employees work four (4) or more hours after eating as aforesaid, and who are required to continue to work thereafter, will be given another hour to eat at their regular hourly rate. If an employee is unable to leave the facility because of work requirements during these extra hours of work, the employee will be entitled to one (1) hour's pay at their regular hourly rate in lieu of the time off.

## **Article 19 – Standby Pay**

### **19.1 Public Works Operations and Recreation Facilities Operations**

- a) Employees may be designated for standby duty on each weekend and holiday day as defined in 19.1(c) (vi) for which they shall be paid at the rate of \$50.00 per day. Standby duty shall be divided as equally as possible among those employees who can satisfactorily perform the work required to be done.

- b) A standby schedule shall be posted by November for the entire five (5) month period - November 1<sup>st</sup> to March 31<sup>st</sup>. Arena Operators' schedule shall be posted by August 15<sup>th</sup> for the period of September 1 – April 30<sup>th</sup>.
- c) The following rules shall govern standby:
  - i) There shall be no changes on the list after the 1<sup>st</sup> of November, except by mutual agreement between the Union and the Town.
  - ii) An employee on standby must be available during their standby.
  - iii) Employees shall provide current contact information to their supervisor and be available during their standby.
  - iv) An employee designated as standby who cannot fulfill the duties due to illness or personal emergency must immediately inform the supervisor. The supervisor will then designate the next available employee as standby.
  - v) An employee will have sixty (60) minutes to reach the place of work from the time of the telephone contact.
  - vi) The hours of standby for Recreation Facilities - Friday at 5:30 a.m. to Sunday at 12:30 am.
  - vii) Winter Road Patrols - employees may be required to perform patrols (Saturday, Sunday, and holidays) chosen on the basis of seniority. Where a paid holiday, in accordance to Article 21, is present, the patrols on Saturday and Sunday days are to be filled first. Any subsequent holiday road patrols required will be offered based on seniority until they are covered.
  - viii) The overtime equalization schedule is to be reset to the hours of zero commencing on the first Friday of the winter stand by schedule.

## **Article 20 - Vacation Leave**

- a) Vacation pay entitlement will be earned from May 1<sup>st</sup> – April 30<sup>th</sup> annually and will be calculated and deposited to a vacation bank on January 1<sup>st</sup>. An employee may take their vacation any time from January 1<sup>st</sup> to December 31<sup>st</sup> of that year, subject to restrictions set out in article 20 d) and 20 e).

Upon termination of employment, any vacation time taken before it is earned will be clawed back by the Town on the employee's last paycheque.

b) Vacation shall be granted on the following basis:

Years of Service	Weeks of Vacation	Hours
0 – 1 as of April 30 <sup>th</sup>	Prorated up to 10 days	Prorated up to 80 hours
1	2	80
4	3	120
8	4	160
15	5	200
22	6	240

Vacation pay shall be at the rate of 2% of gross earnings from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year per week of vacation or at an employee's current rate, whichever is the greater.

Notwithstanding the schedule of vacation above noted, an employee who has been granted and taken vacation and terminates their employment with the Town before the end of April in the year in which the vacation is taken, shall have the unearned portion of vacation deducted from their termination pay.

- c) Any employee who leaves the employment of the Town is entitled to draw any vacation pay due them under the terms of this Agreement.
- d) Employees entitled to 120 hours or more vacation shall be allowed to take 120 hours of their choice on the basis of seniority. The remaining amount of vacation entitlement shall be at a time mutually agreed upon between the employee and the Town. The three (3) week entitlement may be extended by the Town in the case of legitimate reasons.
- e) By November 1<sup>st</sup>, the employer shall post a vacation list on which employees shall indicate by December 15<sup>th</sup> the vacation period they wish. The employer shall set the vacation period, taking into account the wishes of the employees, on a basis of seniority, and shall post the completed vacation schedule by January 4<sup>th</sup>. Neither the employer nor the employees shall alter the vacation periods except as mutually agreed upon.
- f) Employees entitled to four (4) or more weeks' vacation leave may request payment of vacation leave in lieu of taking the time off work for a mutually agreeable amount of vacation leave over and above three weeks, to a maximum of two weeks in any one year.

## Article 21 - Paid Holidays

- a) All permanent and probationary employees shall receive the following holidays with pay providing the employees have worked the regularly scheduled working day before and the regularly scheduled working day following the holiday, except where an employee is on approved sick leave or an approved vacation or leave of absence. Recognized holidays with pay are:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Civic Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition to the above recognized holidays, a floating holiday shall be granted to each employee and such holiday shall be taken at a time mutually agreed upon between the employee and the Town. There shall be no carry-over of the floating holiday and if same is not taken during the calendar year, it shall be deemed lost. No floating holiday shall be taken during the month of December.

- b) If a paid holiday falls on a regular working day, during an employee's vacation leave, they shall be granted another day off with pay in lieu thereof.
- c) Employees required to work on any of the above paid holidays shall be paid at a rate equal to double their regular straight time hourly rate for all hours worked.

## Article 22 - Leave of Absence

- a) Leave of absence without pay and without loss of seniority shall be granted to any employee while attending functions of the Union, provided that a written request is made at least three (3) days in advance to the appropriate Department Head or their appointed agent. From the appropriate Department Head or their appointed agent, such permission shall not be unreasonably withheld.
- b) Leave of absence without pay or loss of seniority will be granted to any employee for personal reasons, provided that a written request is made for such leave and permission for such leave has been granted by the appropriate Department Head or their appointed agent.

- c) An employee shall be granted five (5) days leave without loss of pay in the event of a death of a spouse, or child, or step-child. A spouse includes a common-law spouse, which is a person with whom you cohabit in a conjugal relationship. The two individuals must have had such a relationship for at least 12 months. An employee shall be granted five (5) days leave without loss of pay in the event of a death of a parent, three (3) days leave without loss of pay in the event of a death of a sibling, grandchild, parent-in-law, sibling-in-law, or grandparents of the employee. An employee shall be granted one (1) days' leave without loss of pay in the event of a death of grandparents-in-law.
- d) An employee shall be granted leave without loss of pay if called for jury duty or subpoenaed as a witness provided such employee turns over to the Town any jury duty or witness fee received.
- e) An employee on sick leave or any other paid or unpaid absence shall not be entitled to the provisions of this Article, however, an employee who suffers a bereavement while on vacation shall be granted time off in lieu.
- f) Pregnancy leave of up to seventeen (17) weeks and parental leave of up to thirty-five (35) weeks shall be granted in accordance with the provisions of the *Employment Standards Act*. An employee who does not take pregnancy leave shall be granted up to thirty-seven (37) weeks parental leave.

## Article 23 - Absences Due to Illness or Injury

### 23.1 Self-Certified Leave

- a) An employee, who, because of illness or injury, is unable to report for duty, must notify their supervisor before their regular starting hour.
- b) Employees shall provide a Doctor's Certificate for each absence of over three (3) days. A doctor's Certificate may be requested by the Town at any time for a six-month period following delivery of a letter to the employee regarding their absenteeism through the use of sick leave credits, during the previous six-month period. The requested Doctor's Certificate will be reimbursed by the Employer upon presentation of a receipt.
- c) A Doctor's Certificate may be requested by the Town, stating that an employee returning to work after an illness or injury is able to perform their normal duties without risk to other workers, to the public, to equipment or to the worker themselves. When necessary, the employee must participate in the Town's Early and Safe Return to Work program.

- d) Employees will be entitled to 72 hours (Public Works Operations) or 96 hours (Recreation Facility Operations) incidental self-certified leave credit for each calendar year, only. All new employees following their probationary period will have their aforementioned self-certified leave credits in the year of engagement pro-rated for the number of calendar months of employment during that calendar year.

**23.2 Short Term Income Protection Plan (STD)**

- a) All employees are entitled to the provisions of a Short-Term Disability Plan at the expense of the employer.
- b) The employer shall pay the full cost of the premiums of a Long-Term Disability Plan to be implemented concurrent with the plans outlined in 23.1(d) and 23.2(a) above.

Short Term coverage will apply to disabilities lasting up to fifteen (15) weeks and pay will be continued in accordance with the following schedule:

Length of Service <u>With Municipality</u>	<u>Full Salary</u>	<u>2/3 Salary</u>
Less than 3 months	Nil	Nil
3 months but less than 1-year	Nil	15 weeks
1 year but less than 2 years	2 weeks	13 weeks
2 years but less than 3 years	3 weeks	12 weeks
3 years but less than 4 years	4 weeks	11 weeks
4 years but less than 5 years	5 weeks	10 weeks
5 years but less than 6 years	6 weeks	9 weeks
6 years but less than 7 years	7 weeks	8 weeks
7 years but less than 8 years	8 weeks	7 weeks
8 years but less than 9 years	9 weeks	6 weeks
9 years but less than 10 years	10 weeks	5 weeks
10 years but less than 11 years	11 weeks	4 weeks
11 years but less than 12 years	12 weeks	3 weeks
12 years but less than 13 years	13 weeks	2 weeks
13 years but less than 14 years	14 weeks	1 week
14 years or more	15 weeks	Nil

- b) Benefits from the previous noted schedule will be received beyond three (3) working days absence. Absences on one, two or three working days in duration for an illness would be regarded as “Incidental Self-Certified Leave” and not subject to provision of the Short-Term Disability Plan.

### 23.3 Long Term Income Protection Plan (LTD)

The employer shall pay the full cost of the premiums of a Long-Term Disability Plan to be implemented concurrent with the plans outlined in 23.1(d) and 23.2 (b) above.

All employees who are members of Local 73, CUPE, are eligible for the Long-Term Disability Plan upon completion of their probationary period. The effective date of the Long-Term Disability Plan is August 1<sup>st</sup>, 1981. The employer will be responsible only for the arranging of a contract to provide benefits, but the final terms of the Plan will be found in a Master Contract as their governing document.

Scheduled Monthly Benefit-	66.67% of gross income
Benefit Maximum-	Overall \$4,100/month
Reduction to Monthly Benefit-	
Primary CPP/QPP	-directly offset
Dependent CPP/QPP	-no offset
Other sources	-offset so that benefits from all sources do not exceed 85% of inflation indexed pre-disability income.
Own Occupation Period-	24 months
Elimination Period-	105 days
Maximum Benefit Period-	Age 65

### 23.4 WSIB – Lost Time

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury by the appropriate supervisor, shall receive remuneration for the remainder of the shift at their regular rate of pay or overtime rate if applicable, unless a doctor states that the employee is fit for further work on that shift.

## Article 24 - Safety and Protective Clothing

- a) First Aid kits, and any other safety equipment, will be supplied by the Town and kept in places easily accessible to all employees. Each truck that is designated to have one will be equipped with a First Aid kit by the employer.

- b) The Town will provide all safety and protective clothing in accordance with the Occupational Health and Safety Act (OHSA). The Town will provide training to staff to ensure that they can properly use and maintain all required safety and protective equipment. Staff failure to use safety and protective equipment appropriately and as required may be subject to disciplinary action by the Town.
- c) Employees shall be allotted an annual points allowance of 50 points each calendar year. Points are applied to clothing acquisition in accordance with the clothing points values chart in Article 25 j). Points do not accumulate nor carry over to subsequent years. Probationary employees shall be allotted one-half of the annual points allowance upon commencement of employment.

Public works employees shall receive an additional 15 points every 2 years over and above the regular point allotment equivalent to a winter parka.

Town uniforms are to be ordered for the use of Town employees only.

- d) The Town will pay the full cost of the supply and cleaning of not more than five (5) coveralls per person per week employed as a mechanic.
- e) The Town will reimburse full-time employees up to two-hundred and fifty dollars (\$250.00) annually based on receipts, towards the cost of purchasing CSA-Certified Grade 1 Footwear bearing the green triangle patch and footwear accessories such as insoles and laces. Reimbursement for an additional pair of safety boots will be provided to employees during the year should the first pair be deemed unsafe as a result of working conditions to a maximum of one-hundred and twenty-five dollars (\$125.00).
- f) The allowance for new full-time employees shall be pro-rated on the contract year and shall be paid three (3) months after commencement of employment.
- g) Returning seasonal or temporary employees will receive 50% of the cost of purchasing CSA-Certified Grade 1 Footwear bearing the green triangle patch and footwear accessories such as insoles and laces, etc. to a maximum of one-hundred dollars (\$100.00) for the calendar year. Payment will be processed upon presentation of receipts, for verification of purchases, to the appropriate Supervisor.
- h) All employees shall be required to wear safety footwear and prescribed clothing as per the clothing list while on duty. Failure to wear safety footwear and uniforms shall be subject to disciplinary action.

i) Table of Point Allocations of Clothing Items (points per item ordered);

<b>Public Works Operations</b>	
<b>Description</b>	<b>Points</b>
Orange Safety T-shirt – no pocket	3
Long Sleeved safety T-shirt	3
Safety short sleeved collared shirt – Orange	6
Safety long sleeved collared shirt – Orange	6
Safety sweatshirt – full zip or ¼ zip – Orange	7
Bomber jacket – Safety	8
Overalls – Orange	9
Insulated parka – Safety	17
Insulated bomber – Safety	14
Insulated bib overall – Safety	18
Chainsaw pants – Green	16
Men’s Natural T-shirt (100% cotton)	1
Men’s Navy T-shirt (100% cotton)	1
Men’s Navy long sleeved T-shirt	2
Ladies Natural Sport Grey T-shirt (100% cotton)	1
Ladies Navy T-shirt (100% cotton)	1
Ladies Navy long sleeved T-shirt	2
Coolworks – ventilated pants – Navy only	8
Moisture Wicking Safety T-shirts – 1103 – Orange or Lime Yellow	3
Hat Ball Cap –Navy or Stone	1
Toque – Navy	1
Men’s pant – flat front – Navy or Black	4
Men’s cargo pant – Navy or Black	4
Ladies cargo pant I- Navy or Black	4
Short sleeve shirt – light weight – Navy or Grey	5
Long sleeve shirt – lightweight – navy or Grey, Regular or Tall	5
Short sleeved shirt – heavy weight – Navy or Grey	4
Long sleeved shirt – heavy weight – navy or Grey, Regular or Tall	5
Turtleneck – Navy or Grey	3
Gildan Sweatshirt – crew neck - Navy or Grey	3
Full zip hoody - Navy or Grey	4
Gildan – no-zip hoody - Navy or Grey	3
Bomber jacket – Navy, Regular or Tall	13
Parka Stroller jacket – Navy, Regular or Tall	15
Fleece Jacket - Navy or Black	5

7 in 1 Duck Work Coat – Navy	20
Coverall – Navy or Grey, Regular/Tall/Oversize	12
Insulated Coverall – Navy, Regular or Tall	21

Arena Operations	
Description	Points
Coolworks ventilated pants – Navy	8
Men’s cargo pant – Black	4
Ladies cargo pant – Black	4
Sweatshirt – crew neck – Red	2
Full Zip Hoody – Red	4
No Zip Hoody – Red	3
Fleece Zip Up jacket - Red	4
Bomber jacket – Black, Regular or Tall	10
Parka Stroller Jacket – Black, Regular or Tall	11
Nylon windbreaker/Jacket – Black	4
T-shirt – Red	1
Toque/Ball Cap	1

### Article 25 - Inclement Weather

- a) When it is necessary for employees to work outside during inclement weather, the Town will provide rubber coats, rubber boots, hats and insulated mitts in sizes to fit the wearer.
- b) When employees report for work at any time when the Town considers the weather unsuitable for outside work, they will be assigned to work under shelter where possible except, where on the judgment of the Town, cases of emergency or necessity exists.

### Article 26 - Health Benefits

- a) The Town agrees to contribute one hundred percent (100%) of the premium cost of the following:
  1. Ontario Health Insurance Plan.
  2. Semi-Private Hospital Plan.
  3. Major Medical Plan including Vision Care Plan and Non-deductible Drug Plan. Vision care coverage - \$350.00 every 24 months where coverage includes eye exams, laser eye surgery and contact lenses.

4. Group Life Insurance Coverage and (A.D.and D.) as follows:  
Two times annual earnings to the nearest thousand.
5. The Town will contribute 100% of the premium cost of the Blue Cross Dental Plan #9, or equivalent.

The Town and the Union acknowledges that the Dental Plan shall be adjusted each year to reflect that the applicable Ontario Dental Association rates are one year behind the current year's rate.

Pit and fissures treatment will be covered by the Dental Plan.

Orthodontics will be covered to \$1,500 at 50% reimbursement for children under eighteen once per lifetime.

6. Health Care Spending Account (HCSA) of \$300.00 per calendar year (effective January 1, 2026). The HCSA can be used to cover expenses that are eligible medical expenses under the Income Tax Act (Canada) and that are not paid (or not paid in full) by OHIP or by the Town's Benefits Provider. Claims must be submitted and processed in the same calendar year as the expense was incurred. Any unused credits in the HCSA are forfeited and do not carry forward into the following year.
7. The Town shall participate in the Ontario Municipal Employee Retirement System basic plan on behalf of all qualified employees.
8. Employees with ten or more years of service with the employer, who retire on or after age 50 in accordance with OMERS regulations, with an un-reduced pension, will be able to participate in the health benefits, with the exclusion of Group Life Insurance and A.D.and D. provided under this Article on a cost sharing basis, until the age of 65. The cost sharing will be on a basis of the employer paying eighty percent (90%) of the cost of the premium and the retiree paying twenty percent (10%). Employees who retire will receive a drug card included in their benefit package.

## **Article 27 - Employee Improvement Course**

- a) In those cases where the municipality requires an employee to take a specific course of study, the municipality shall pay all necessary costs as and when the same are incurred by the employee, including travel expenses, and any other obligatory costs related thereto. The employee shall attend such courses without loss of normal wages.

- b) If the Town requests an employee to take an Employee Improvement Course, or the employee requests the opportunity to qualify for a Class "B" Refrigeration Certificate and is eligible to obtain their Certificate, the Town shall reimburse the employee 100% of the net enrollment cost of a course of instruction taken by such employee to further their training relative to their employment with the Town, provided such course of instruction has received prior approval of the appropriate Department Head in advance of enrollment. It is recognized that employees shall be taking the aforesaid course of instruction at a time other than during the normal work period, unless specific approval for time off is granted by the appropriate Department Head. An employee shall reimburse the municipality the amount paid on their behalf with respect to any course of instruction should the employee leave the employment of the Town within the period of one year from the completion of the course.
- c) If an employee requests to take an Employee Improvement Course to further this training relative to their employment with the Town, provided such course of instruction has received prior approval of the appropriate Department Head, the Town shall reimburse the employee 50% of the net enrollment costs of a course of instruction. Such payment shall be made on successful completion of course of instruction. It is recognized that employees shall be taking aforesaid course of instruction at a time other than during the normal work period, unless the specific approval for time off is granted by the appropriate Department Head. An employee shall reimburse the municipality the amount paid on their behalf with respect to any course of instruction, should the employee leave the employment of the Town within the period of one year from the completion of the course.
- d) Employees in possession of a Class "B" Refrigeration Certificate or Class "A" Mechanic or Spraying Certificate will have the license fee and renewal fee paid for by the Town.
- e) The Employer agrees to compensate an employee who is required to attend testing at an MTO office for the purposes of renewing their "Z" air brake endorsement including any lost time, unless provided on-site by the Corporation.
- f) The Employer agrees to compensate its employees for the costs of medical exams, related testing and any lost time incurred to maintain an "A" or "D" license.

## **Article 28 - Mechanics Tools**

- a) Any mechanic tools owned by the employee that are broken in their own use on the job with the Town shall be replaced by the Town at its expense upon requisition for same.

- b) The Town shall provide a tool allowance to those employees employed as mechanics after April 1 of each year, an amount not to exceed seven hundred dollars (\$700.00), subject to provision of receipts.

### **Article 29 - Contracting Out**

The Town will not contract out work when it has the suitable available equipment and manpower to perform the various jobs within The Town.

The Town agrees that if it becomes necessary to employ outside contractors to supplement work performed by this agreement, such action will not result in lay-off or reduction in the work week to said employees as of the signing of this Agreement.

### **Article 30 - Correspondence**

Correspondence pertaining to the administration of this Agreement shall pass to and from management and the Local's President, c/o the Union Office, unless otherwise provided herein. This correspondence exchange will be for informational purposes only.

### **Article 31 - Notification to Union**

The Corporation will provide the Union semi-annually with a list of all employees hired, layoffs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Corporation's payroll system.

The President of the Local or designate will be advised of all pre-scheduled meetings initiated by the employer that occur between the employer and union members.

The President of the Local or designate will advise management of their wish to talk to management regarding the articles contained within the Collective Agreement.

### **Article 32 - Wage Rate Classification**

Attached to this Agreement and forming an integral part thereof, shall be Schedule "A" setting forth wage rates and classifications.


## Article 33 - Duration

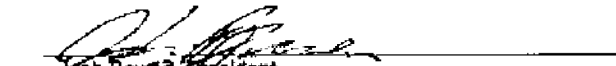
This Agreement shall be effective from June 1, 2023 to May 31, 2027 and shall be extended from year to year thereafter unless either party gives notice in writing to the other party within the sixty (60) day period prior to May 31<sup>st</sup> in any year of their desire to alter same.

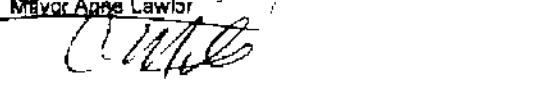
SIGNED AT HALTON HILLS, ONTARIO THE 5<sup>th</sup> DAY OF February IN THE YEAR 2024.


Signed on behalf of The  
Corporation of the Town  
of Halton Hills

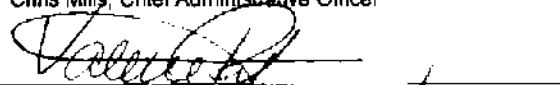
Signed on behalf of the  
Canadian Union of Public  
Employees, Local #73

  
\_\_\_\_\_  
Mayor Anne Lawlor

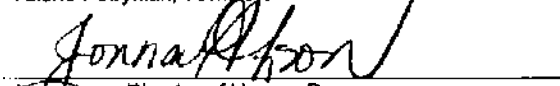
  
\_\_\_\_\_  
Josh Bowen, President

  
\_\_\_\_\_  
Chris Mills, Chief Administrative Officer

  
\_\_\_\_\_  
Martin Spehar, Vice-President


  
\_\_\_\_\_  
Valerie Patryniak, Town Clerk


  
\_\_\_\_\_  
Curtis Sargent, Secretary

  
\_\_\_\_\_  
Johnna Leon, Director of Human Resources

  
\_\_\_\_\_  
Shawn Keating, Steward

  
\_\_\_\_\_  
Paul Damaso, Commissioner of Recreation and Parks

  
\_\_\_\_\_  
Ryan Bonhomme, Bargaining Committee Member

  
\_\_\_\_\_  
Bill Andrews, Commissioner of Transportation and  
Public Works

  
\_\_\_\_\_  
Al Dunn, Bargaining Committee Member

  
\_\_\_\_\_  
Terrence Birmingham, CUPE National Representative

## Schedule A

The following shall be classifications and rates of pay:

Classification	June 1,2023	June 1,2024	June 1,2025	June 1,2026
Probationary/Temporary/Seasonal	\$24.35	\$24.96	\$25.67	\$26.41
Second Season (Temporary Rate + \$1.00)	\$25.35	\$25.96	\$26.67	\$27.41
Probationary/Temporary Facility Operator	\$25.92	\$26.57	\$27.33	\$28.11
Probationary/Temporary Mechanic	\$31.60	\$32.65	\$33.58	\$34.53
Labourer	\$27.34	\$28.28	\$29.08	\$29.91
Semi-Skilled	\$28.11	\$29.06	\$29.89	\$30.74
Facility Operator	\$28.37	\$29.34	\$30.17	\$31.03
Facility Operator Class B	\$34.03	\$36.21	\$37.25	\$38.31
Skilled (includes sweeper, front end loader, 4-wheel drive-major works)	\$33.76	\$35.94	\$36.96	\$38.02
Heavy equipment Operator (Grader, Gradall and Backhoe)	\$35.06	\$37.26	\$38.33	\$39.42
Mechanic	\$39.03	\$41.34	\$42.52	\$43.73
Senior Mechanic	\$40.65	\$43.00	\$44.23	\$45.49
Lead Hand (designated)	\$36.53	\$38.78	\$39.88	\$41.02
Licensed Pesticide Applicator	\$30.72	\$31.74	\$32.65	\$33.58

1. Employees will be paid every two weeks on the respective Thursday.
2. When an employee is temporarily assigned to take the place of a higher rated job, they shall receive the rate of pay for the higher rated job for the time so worked. When an employee is temporarily assigned to take the place of a lower rated job they shall continue to receive the rate of pay for their regular classification for the time so worked.

3. Any employee designated by the appropriate Supervisor as Crew Lead for the time being, shall be entitled to receive an additional one dollar and fifty cents (\$1.50) per hour above their regular hourly rate for such time as they perform Crew Lead duties.
4. When an employee is completing a winter control event on roads including: sanding, salting, grading, plowing, pre-wetting, loader with snow plow attachment or any combination thereof, or when an employee is displaced into a trackless or parking lot plow, they will receive \$2.00 per hour over and above their regular rate of pay.
5. A labourer in CUPE Local 73 hired prior to June 1, 2016 with five years of departmental seniority may agree to a promotion to the skilled classification, subject to the employee meeting the minimum qualifications for the position in the job description. A labourer in CUPE Local 73 hired after June 1, 2016 with six years of departmental seniority may agree to a promotion to the skilled classification, subject to the employee meeting the minimum qualifications for the position in the job description. Also, a labourer after three years of departmental seniority may agree to a promotion to the semi-skilled classification, subject to the employee meeting the minimum qualifications for the position in the job description. Further information is available regarding the procedures and qualifications necessary from the supervisor or union steward.



**MEMORANDUM OF UNDERSTANDING**

Re: Sick Day Entitlement for Seasonal/Part Time Arena Operators

Whereas it is the intent for both parties to update the sick leave provisions for Temporary Arena Operators as of the signing of this memorandum of understanding, both parties have agreed that the below wording is to be formalized into the language of the collective agreement during the next round of bargaining.

Article 16 – Seasonal/Temporary Employees

- e) Any Public Works temporary or seasonal employee who is hired for a second and subsequent season will receive up to two (2) sick days per calendar year for medical appointments or illness of the employee only. Any Recreation and Parks temporary employee who has completed one calendar year of service will receive paid sick leave for up to two (2) shifts per subsequent calendar year, beginning on their service anniversary date, for medical appointments or illness of the employee only.
- f) Any Public Works temporary or seasonal employee who is hired for a second consecutive season within the same calendar year will have two (2) additional sick days made available for use by the employee for medical appointments or illness of the employee only within the current working season. There will be no allowance to carry over unused sick days to following season. Any Recreation and Parks temporary employee who is laid off by the employer and re-hired within the same calendar year shall not have their entitlement to sick leave interrupted. There will be no allowance to carry over unused sick leave to the following service year.
- g) Any Recreation and Parks temporary employee who is temporarily assigned to fill a full time position that extends beyond 6 consecutive months shall receive paid sick leave for up to two (2) shifts upon the 6 month anniversary date of the secondment. This sick leave may be added to the entitlement above.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

On behalf of the Corporation of the Town  
of Halton Hills

On behalf of the Canadian Union of Public  
Employees, Local #73

\_\_\_\_\_  
*Wavenstark*  
\_\_\_\_\_  
*P. Mc...*

\_\_\_\_\_  
*John B...*  
\_\_\_\_\_  
*A. J...*



**MEMORANDUM OF UNDERSTANDING**

**Re: Overtime Bank for Arena Staff**

At a meeting held on September 15, 2020 between members of the CUPE Local 73 executive and management staff of the Recreation and Park department and the Human Resources division, there was a discussion and an agreement that there was residual language in the collective agreement that does not reflect the year-round schedule that was introduced in the last round of bargaining for Arena staff.

One of the provisions under Article 17.4 (Lieu Time, Recreation Facilities Operations) identifies the traditional overtime accumulation period for the purpose of earning a maximum of 80 hours annually with no top-up as September 1 – August 31<sup>st</sup>.

Two items have been agreed to on this matter:

- 1) The Arena Operators will be able to carry any unused balance in their Overtime Bank into the next annual cycle.
- 2) That the dates that comprise the annual OT collection cycle be moved away from the traditional 'ice season' dates.

These items are addressed individually below:

**OT Bank Carry Over**

The employer will allow Arena Operators to carryover any unused balance in their OT Bank into the next collection cycle. The Arena Operators understand that any balance carried over in any given year will count towards the 80 hours that each Operator is able to collect the following year. It is understood that the amount of OT hours available to take is converted from the dollar value the Operator currently has in their OT \$bank at the time of usage. When a future rate increase is applied to an Operator's hourly rate as per provisions the collective agreement, the available number of hours to use as 'time off in lieu' decreases.

**Calendar Date for Accumulating Annual Maximum of 80 Hours (Overtime)**

Beginning on January 1, 2021, the date range to collect the 80 hours overtime accumulation will fall within a calendar year (January 1 – December 31). For date conversion purposes only, any overtime hours accumulated from September 1<sup>st</sup> to December 31<sup>st</sup> 2020 will be carried over into 2021 and will count towards the 80 hours maximum allowable that year.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

On behalf of the Corporation of the Town of Halton Hills

On behalf of the Canadian Union of Public Employees, Local #73

\_\_\_\_\_  
*Waven Haub*  
\_\_\_\_\_  
*C. Mc...*

\_\_\_\_\_  
*Paul ...*  
\_\_\_\_\_  
*Mr. J.L.*

**Minutes of Settlement**

**Between**

**Town of Halton Hills  
(the "Employer")**

**And**

**The Canadian Union of Public Employees, Local 73  
(the "Union")**

**WHEREAS** the Employer and the Union are party to a collective agreement with a current term of June 1, 2019 to May 31, 2023 (the "Collective Agreement");

**AND WHEREAS** the Employer employs Arena Facility Operators within the Recreation Facilities Department ("Arena Operators");

**AND WHEREAS** employees under the Collective Agreement are provided with a public holiday pay bank allocation of 88 hours at the beginning of each calendar year;

**AND WHEREAS** in most circumstances, the public holiday pay bank allocation provided to employees is sufficient to ensure that Arena Operators can take a holiday day for each public holiday on which they are scheduled to work, should they chose to do so;

**AND WHEREAS** there are certain calendar years in which an Arena Operator would require a public holiday bank allocation of 92 hours to ensure that they are able to take a holiday day for each public holiday on which they are scheduled to work, should they chose to do so (a "**92 Hour Year**");

**AND WHEREAS** the Union filed Grievance No. 02-20-73 on September 2, 2020, which alleges that the Employer violated Article 21 of the Collective Agreement by paying only eight (8) hours of public holiday pay per holiday to Arena Operators (the "Grievance");

**AND WHEREAS** the Employer and the Union (together the "Parties") mediated the Grievance on December 15, 2021 before Arbitrator Daniel Randazzo;

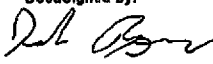
**AND WHEREAS** the Parties wish to amicably enter into an agreement in good faith to resolve any and all issues raised in the Grievance;


Now therefore, the Parties agree to the following terms and conditions as a full and final settlement of the Grievance, as well as any and all issues related to the Grievance:


1. The recitals form an integral part of these Minutes of Settlement.

2. The Employer agrees to provide an Arena Operator with a public holiday pay bank allocation of 92 hours in calendar years where such Arena Operator's anticipated schedule will result in a 92 Hour Year. For greater certainty, the default public holiday pay bank allocation provided to Arena Operators shall continue to be 88 hours.
3. If an Arena Operator is provided with a public holiday pay bank allocation of 92 hours and their schedule changes in the course of a calendar year, such Arena Operator's public holiday pay bank allocation shall be re-evaluated. If a public holiday pay bank allocation of 88 hours is sufficient to ensure that such Arena Operator would be able to take a holiday day for each remaining public holiday on which they are scheduled to work throughout the remainder of the calendar year, such Arena Operator's public holiday pay bank allocation shall revert to 88 hours and the Employer shall be entitled to deduct any additional public holiday pay already taken by the Arena Operator above such 88 hour allocation from the Arena Operator's unpaid wages.
4. The Grievance is hereby resolved and withdrawn by the Union on a with prejudice basis.
5. The Parties covenant and agree that it is a fundamental term and condition of these Minutes of Settlement that they shall not publish, declare or disclose to any third party or disseminate through any medium including all forms of social media the terms and conditions of these Minutes of Settlement, except as to communicate the basic terms of these Minutes of Settlement to the membership or as may be required by law or with the prior written consent of the Employer.
6. These Minutes of Settlement fully and finally resolve all matters pertaining to the Grievance.
7. These Minutes of Settlement are entered into on a without prejudice and without precedent basis to any other dispute between the Employer and the Union and without any admission of wrongdoing or liability by the Employer.
8. Arbitrator Daniel Randazzo shall remain seized with respect to the implementation and/or interpretation of these Minutes of Settlement.

DATED at Halton Hills, this \_\_\_\_\_ day of December, 2021.

DocuSigned by:  
  
SA1707156F204FA...  
For the Union  
12/15/2021

DocuSigned by:  
  
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12/15/2021

DocuSigned by:  
  
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For the Employer 12/15/2021

## MEMORANDUM

To: Josh Bowen, President – CUPE Local #73  
Sean Keating, Steward – CUPE Local #73

From: Aaron Matthews, Director of Facilities

Cc: Paul Damaso, Commissioner of Recreation and Parks  
Laura Lancaster, Commissioner of Corporate Services  
Jonna Ison, Director of Human Resources  
Joelle Middleton, Facility Supervisor  
Jason DeAbreu, Facility Supervisor

Date: August 23, 2023

Re: Agreement between Town of Halton Hills and CUPE Local #73 regarding changes to the On Call process.

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In the Collective Agreement, Article 19-Standby Pay, Section 19.1, c, vi) clearly states.  
*The hours of standby for Public Works, Parks/Cemeteries Operations are to be Friday at 12:00 midnight to Sunday at 11:30 p.m.; for Recreation Facilities -Friday at 5:30 a.m. to Sunday at 12:00 midnight.*

Further to this, in the same article, section 19.1, a, it clearly states.  
*Employees may be designated for standby duty on each weekend and holiday day as defined in 19.1(c) (vi) for which they shall be paid at the rate of \$100.00 per weekend or \$50.00 per holiday day.*

The Town has fulfilled its obligations as outlined in the negotiated Collective Agreement, regardless of whether Friday has been allocated as an on-call shift during the 2022/23 season.

Item raised by CUPE for Management Consideration

The 10/12 hour, year round scheduled as negotiated in 2019 does not allow for 1 single staff person to be identified as available for Friday, Saturday and Sunday. This will result in 1 staff being assigned for on-call on Friday and then a different staff member being assigned for on-call for Saturday/Sunday. As per the remuneration outlined in the collective agreement the on-call staff person would receive \$100 for being on call for the 3 days, effectively ~~\$33.33~~ per day in standby pay.

\$50.00



CUPE has noted

1. Not reasonable that 2 separate staff members are having a "days off" impacted by on-call.
2. Staff should be receiving \$50 per day for on call.

CUPE Request/Offer

Eliminate Friday on call.

- a) If a Facility Operator calls in sick use existing staff at the other location to fill the immediate need at the building that is short staffed until other arrangements can be made.
- b) If a scheduled staff calls in sick on Friday, Management can use PT CUPE Facility Operators for coverage as needed.
- c) FT Operator assigned to Saturday/Sunday on-call will receive the \$100 referenced in the CA.

Management Response/Agreement

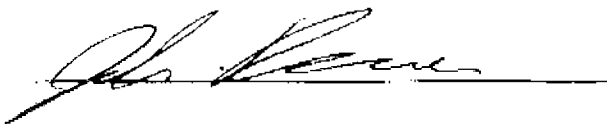
Friday on call will be eliminated.

- a) As is Management rights as noted in the CA, staff will be assigned as needed to ensure efficient operation if a regular scheduled staff person calls in sick on Friday.
- b) In the absence of Friday on call staff, if needed, Management will call a PT Facility Operator to fill a Friday shift left vacant due to regular scheduled staff not attending. If no PT Facility Operator is available Management will use the OT procedures as outlined in the CA to fill the shift.
- c) The staff person on call Saturday and Sunday will receive the \$100 standby pay.

This agreement is a non-precedent setting trial for the 2023/24 season to determine operational impact.

By signing below, the Union agrees to the Recommendation effective September 8, 2023.

Josh Bowen, President – CUPE Local #73



Shawn Keating, Steward – CUPE Local #73

