

COLLECTIVE AGREEMENT

Between

The Corporation of The Municipality of Brighton
(hereinafter referred to as the “Employer”)

-and-

Canadian Union of Public Employees
and its Local 5085
(hereinafter referred to as the “Union”)

January 1, 2024 to December 31, 2026

ARTICLE 1 – PREAMBLE	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 – RELATIONSHIP	4
ARTICLE 4 – DEFINITIONS	4
ARTICLE 5 – MANAGEMENT RIGHTS	7
ARTICLE 6 – UNION SECURITY AND CHECK-OFF OF UNION DUES	7
ARTICLE 7 – CORRESPONDENCE	9
ARTICLE 8 – UNION REPRESENTATION	9
ARTICLE 9 – GRIEVANCE PROCEDURE	10
ARTICLE 10 – MEDIATION/ARBITRATION	12
ARTICLE 11 – SENIORITY	13
ARTICLE 12 – LAYOFF AND RECALL	15
ARTICLE 13 – STATUTORY HOLIDAYS	16
ARTICLE 14 – HOURS OF WORK AND OVERTIME	16
ARTICLE 15 – VACATIONS	20
ARTICLE 16 – LEAVE OF ABSENCE	22
ARTICLE 17 – SICK LEAVE AND SHORT TERM DISABILITY	24
ARTICLE 18 – JOB POSTING	26
ARTICLE 19 – LABOUR-MANAGEMENT COMMITTEE	28
ARTICLE 20 – BENEFITS PLANS	28
ARTICLE 21 – HEALTH AND SAFETY	30
ARTICLE 22 – CLOTHING & FOOTWEAR ALLOWANCE	30
ARTICLE 23 – GENERAL PROVISIONS	31
ARTICLE 24 – PAYROLL GRID	33
ARTICLE 25 – TERM OF AGREEMENT	33
WAGE CLASSIFICATIONS	35
LETTER OF UNDERSTANDING #1	38
Re: Contracting Out 38	
LETTER OF UNDERSTANDING #2	39
Re: Call-Out Protocol 39	
LETTER OF UNDERSTANDING #3	40
Re: Acting Foreperson – Roads 40	
LETTER OF UNDERSTANDING #4	41
Re: Organizational Compensation Review 41	
LETTER OF UNDERSTANDING #5	44
Re: Joint Job Evaluation (J.J.E) Terms of Reference 44	

ARTICLE 1 – PREAMBLE

1.01 **WHEREAS** it is the purpose of this Agreement to provide lawful and orderly collective bargaining relationships between the Employer and its employees covered by this Agreement, through the Union, to maintain harmonious relations between the Municipality and the Union, to promote co-operation and understanding between the Municipality and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and the scale of wages, to encourage efficiency in operations, and to promote the morale, well-being and security of all employees within the bargaining unit.

THEREFORE, it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees can be drawn up in this Agreement.

NOW THEREFORE this Agreement witnesseth that the Parties hereto, in consideration of the mutual covenants hereafter contained, agree each with the other as follows:

1.02 Nothing contained in this Collective Agreement will contravene the *Employment Standards Act*, the *Labour Relations Act*, the *Occupational Health and Safety Act*, or the *Human Rights Code*.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5085 as the sole Collective Bargaining Agent for all Employees employed by the Municipality of Brighton in the Municipality of Northumberland save and except supervisors and persons above the rank of supervisor, the Deputy Clerk, Deputy Chief Building Official, Public Works Foreperson, Administrative Assistant to the CAO and Mayor and casual employees.

2.02 “Employee” as used in this Agreement shall mean those persons described in the bargaining unit set forth in 2.01.

2.03 Whenever applicable in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine.

2.04 The Corporation recognizes the right of the Union to have the assistance of a National Representative of the Canadian Union of Public Employees for the purpose of processing grievances as provided for herein, negotiating renewals of amendments to this agreement and for the purposes of consultation between the parties.

- 2.05** Except to the extent and to the degree agreed upon by the Parties, no work normally performed by an Employee covered by this Agreement shall be performed by another Employee of the Corporation.
- 2.06** The Employer shall not be required or permitted to make a written or verbal agreement with any Employee.
- 2.07** No Employee shall be required or permitted to make a written or verbal agreement with the Employer.

ARTICLE 3 – RELATIONSHIP

- 3.01** The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if he/she wishes to do so and may refrain from becoming a member of the Union if he/she so desires.
- 3.02** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of an employee's union activities or lack of union activities. The Parties also agree that there shall be no discrimination or harassment by either of them against either of them or any employee, within the meaning of the Ontario *Human Rights Code* or the violence and harassment sections of the *Occupational Health and Safety Act*.
- 3.03** It is agreed that the Union and the Employees will not engage in Union activities during working hours or hold meetings any time on the premises of the Employer without the prior written permission of the Chief Administrative Officer or designate.
- 3.04** There shall be no strikes or lock-outs so long as this Agreement continues to operate.
- 3.05** Notwithstanding any other provision of this Agreement, no member shall be disciplined for failure or refusal to cross a picket line set up in relation to a lawful CUPE strike at the Corporation of the Municipality of Brighton.

ARTICLE 4 – DEFINITIONS

- 4.01 a)** "Employer" – the employer is the Corporation of the Municipality of Brighton, also referred to as the Municipality.
- b)** "Permanent Full-Time Employee" – is an employee hired by the Municipality in a continuing position and who works an average of forty (40) hours or more per calendar week.

- c) "Permanent Part-Time Employee" – is an employee hired by the Municipality and employed less than an average of forty (40) hours per calendar week per year.
- d) "Department Head" – a non-union employee at Manager level or higher who is responsible for the overall management of the department.
- e) "Casual Employee" – is an employee hired for less than thirty (30) days to supplement existing staff. A casual employee is not covered under the terms of this Collective Agreement.
- f) "Contract Employee" – is an individual hired into a temporary position on a full-time or part-time basis for a specified and continuous period of time not exceeding twenty-four (24) months.

A contract employee shall be released at the end of the stated period of employment unless the period has been extended by mutual written agreement of the Municipality and the Union:

A contract employee cannot, during the term of his/her contract employment apply for an internal posting unless they are within thirty (30) calendar days of the expiry of their contract. In the event that a contract employee is successful in his/her application to an internal posting his/her time served from his/her last date of hire as a contract employee shall be credited towards his/her seniority within the bargaining unit.

Employees in recurring contract positions (seasonally) shall be given consideration for future contract employment at the Department Head's discretion.

A temporary position for a term expected or exceeding three (3) months shall be posted in all Departments and Divisions for a minimum period of five (5) business days. Applications shall be reviewed in accordance with Article 18. When the position is filled, a successful employee shall receive the applicable rate for the job, and at the end of the temporary assignment, shall return to their original position. During the temporary assignment a permanent employee shall continue to be covered by all of the provisions of this Collective Agreement. Only one subsequent vacancy resulting from the first temporary position needs to be posted.

- g) "Student" – is an employee who works for no more than four (4) months during a specified term to assist with summer operations, arena operations or in other departments as required. Students do not displace permanent full-time or permanent part-time employees. The employee must demonstrate full time attendance at school, or full time attendance in the prior school term and a commitment to attend school on a full time basis in the following term.

h) Probation for Full-time Employees

Newly hired full-time employees shall serve a probationary period of six (6) months. During the probationary period, the termination of a probationary employee shall be at the sole discretion of the Employer. Further, it is understood that the labour arbitration doctrine of "just cause" does not apply in the termination of a probationary employee. The probationary period may be extended by mutual agreement of the Employer and the Union.

i) Probation for Permanent Part-time Employees

Newly hired permanent part-time employees shall serve a probationary period of up to six (6) months from the date of hiring before acquiring rights under this Agreement. During the probationary period, the termination of a probationary employee shall be at the sole discretion of the Employer. Further, it is understood that the labour arbitration doctrine of "just cause" does not apply in the termination of a probationary employee. The probationary period may be extended by mutual agreement of the Employer and the Union.

j) Permanent part-time and contract employees, excluding students, shall receive five percent (5%) in lieu of benefits under Articles 13 (with respect to float days), 17 (Sick Leave and Short-Term Disability), and 20 (Benefit Plans) plus vacation pay. Effective January 1, 2025 increase to six (6%), effective January 1, 2026 increase to seven (7%). Article 11 (Seniority) does not apply to contract employees. It is understood that when a contract employee's term or task is completed, any seniority rights acquired shall be forfeited and the contract employee's employment shall be deemed to be terminated.

k) Red Circled – When an employee's pay rate is approved to be above the established salary maximum for the position. Hence, the employee is not eligible for further base pay increases until the range maximum surpasses the employee's pay rate.

l) Identified Special Events - municipal events including Election/Bi-Election, Applefest, Santa Claus Parade/Light Up Brighton, annual Street Dance and Canada Day.

4.02 The Union agrees that the Employer may retain extra employees who are hired through Federal or Provincial Government grant programs with the understanding that such employees shall be covered by all terms of the existing agreement with the exceptions of Article 11 (Seniority), Article 17 (Sick Leave and Short-Term Disability) and Article 20 (Benefit Plans).

If such government program states the hourly rate to be paid and level of benefits, then such employee may be paid at that hourly rate, but all of the above conditions apply.

- 4.03** The Union agrees that the Employer may use Co-op students in the workplace. Co-op students do not displace permanent full-time or permanent part-term employees.
- 4.04** The Municipality agrees that any employee hired under a government sponsored program and a contract employee shall not cause the lay-off or a reduction in hours of any permanent employee. It is further understood that none of the above-mentioned employees will be hired to do the work of a position that has been declared redundant.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01** The Union recognizes and acknowledges that the Management of the Employer and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the fore-going, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order and efficiency;
 - b) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
 - c) determine the nature and kind of operations conducted by the Employer, the kinds and locations of depots, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.
 - d) It is understood that Bargaining Unit Members will only take direction from the Employer's Management Representative or other designated employees.

ARTICLE 6 – UNION SECURITY AND CHECK-OFF OF UNION DUES

- 6.01** The Employer agrees to deduct from the pay of all employees an amount equal to the monthly dues of the Union from each pay and shall remit the same not later than the fifteenth (15) day of the month following the month in which the deduction is made to CUPE National Union along with a list of those employees from whose pays such deductions were made. A copy of this list shall also be provided to the Treasurer of the Local Union.
- 6.02** The Union will advise the Employer in writing, the amount or percentage of Union Dues to be deducted at least 30 days in advance.

6.03 National Representative:

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

With advance notice being given to the Employer, the Representatives shall have access to the Employer's premises to meet with the Union and/or the Employer.

6.04 Notification of Staff Changes:

The Employer agrees to inform the Union of any particular appointment, hiring, layoff, transfer or recall by the last day of the month in which the change occurred.

In addition, the employer agrees to provide the Union on a quarterly basis;

- a) A list of employees on leave and/or workplace accommodation
- b) A list of all employees in a temporary position

6.05 Representatives:

No individual or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall 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.

6.06 Representative of the Union:

Where an employee has been called in for a meeting with the Employer on any work-related issue the employee shall be entitled to have a Representative of the Union to be present.

6.07 The Union agrees to indemnify and to save the Municipality harmless for any and all claims which may be made against the Municipality by an employee or employees arising out of any amounts deducted from their pay as provided in Article 6:01 or 6:02 above.

6.08 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operation, in itself, does not reduce the hours of work or pay of any employee.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Chief Administration Officer or designate of the Corporation of the Municipality of Brighton and the President of the Local Union with a copy to the Recording Secretary of the Local Union.

ARTICLE 8 – UNION REPRESENTATION

8.01 The Employer acknowledges the right of the Union to appoint or otherwise select three (3) Union Representatives, including the local President. The Union Representatives so selected shall constitute the Grievance Committee as long as they remain employees or until their successors are chosen. All Union representatives shall be employees of the Employer during their time of office. The name of each of the Union Representatives and the name of the President of the Local, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize such Union Representatives or President until it has been so notified.

8.02 The privilege of a Union Representatives to leave his/her work without loss of basic pay to attend Union business is granted on the following conditions:

- a) He/she must request and receive permission in advance from his/her Supervisor or the Supervisor's representative to leave his/her work for the purpose of presenting and adjusting complaints and grievances arising in accordance with the grievance procedure provided herein and to attend any regularly scheduled meetings with the Employer representatives, or any other meeting. Such permission shall not be unreasonably withheld. The Employer will have a reasonable period of time to provide a suitable replacement when required for continuance of work.
- b) The time away from work shall be reported in accordance with the timekeeping methods of the employer.
- c) The Employer reserves the right to limit such time if it deems that time so taken to be excessive.

8.03 The Union understands and agrees that each Union Representative is employed to perform work for the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement and will obtain prior approval from his/her supervisor before doing so.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 A grievance under this Agreement shall be defined as a difference of opinion between the Municipality and the Union or an employee as to the interpretation, application, administration or alleged violation of this Agreement.

9.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance. All discharge grievances must be filed within five (5) full working days of the date of discharge.

9.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Complaint Stage:

The aggrieved employee shall present his/her grievance orally to his/her supervisor. The supervisor shall respond orally within twenty-four (24) hours of the employee's presentation of the complaint.

Step No. 1

If the complaint is not settled, within ten (10) working days thereafter, it shall be set forth in writing signed by the aggrieved employee and submitted to his/her Department Head. He/she may have the assistance of his/her representative if he/she so desires. The Department Head shall give his/her decision in writing within five (5) working days following the presentation of the grievance to him/her. If the decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

Step No. 2

If the Department Head's reply to the grievance is not satisfactory, within five (5) working days after the decision is given at Step No. 1, the grievance may be referred to the Union which may take the matter up with the Chief Administrative Officer or designate at a meeting arranged mutually between the Union and the Employer. The decision of the Chief Administrative Officer or designate shall be given in writing, within ten (10) working days following the meeting.

9.04 If the final settlement of the grievance is not reached at Step 2 above then the grievance may be referred, in writing, by either party to mediation/arbitration as provided in Article 10 below at any time within twenty (20) working days after the decision is given under Step No. 2 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

9.05 All decisions arrived at between the Employer and the Union shall be final and binding upon the Employer, the Union, and the employee or employees concerned.

9.06 A claim by an employee who has completed the probationary period that he/she has been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer or designate at Step No. 2 of the grievance procedure within five (5) full working days after the suspension or discharge.

9.07 In this Article, "working days" shall mean normal working days and shall exclude Saturdays, Sundays and Statutory Holidays, even though an employee may work on these days.

9.08 The time limits fixed for both the grievance and mediation/arbitration procedures shall be mandatory but may be extended by the mutual written consent of the Parties to this Agreement.

9.09 Management Grievances

It is understood and agreed that the Municipality may bring forward at any meeting held with the Union any complaint concerning the conduct of the Union or its officers in respect of the terms of this Agreement and if such complaint by the Municipality is not settled to the mutual satisfaction of the conferring Parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Should the matter be referred to grievance and/or arbitration, the following substitutions to the grievance procedure will apply:

- Supervisor for Steward
- Department Head for Chief Steward or President
- Chief Administrative Officer for Area National Representative of CUPE.

9.10 Policy Grievance

Where a dispute involving the question of general application or interpretation of the Collective Agreement occurs, that is not an individual or group grievance, or the Union has a grievance, it shall be known as a policy grievance and Step 1 of the grievance procedure may be bypassed. However, a grievance under this section must be filed not later than ten (10) working days after the occurrence.

9.11 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance

in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the Chief Administrative Officer, or designate, within five (5) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

9.12 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration. The Municipality agrees that it will not discharge, without just cause, an employee who has completed his/her probationary period. A claim by an employee who has completed his probationary period that he/she has been unjustly discharged shall be treated as a grievance if the employee lodges a written statement of such grievance with the Employer within five (5) working days after the date the discharge or suspension is effected. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the Chief Administrative Officer of the Municipality within five (5) working days after the date the discharge is effected. Such grievance may be settled by:

- a) confirming the Municipality's action in dismissing the employee; or
- b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- c) any other arrangement which may be deemed just and equitable.
- d) in the event a grievance lodged under this section cannot be resolved through the above noted procedure, the matter will proceed to arbitration in accordance with Article 10 – Mediation/Arbitration.

ARTICLE 10 – MEDIATION/ARBITRATION

- 10.01** After the grievance procedure as set out in Article 9 has been exhausted, and before an Arbitrator or Board of Arbitration is contacted under this Article, either Party shall seek the services of a Grievance Mediation Officer to assist in resolving the Parties' differences. It is agreed that the services of a Grievance Mediation Officer **will only** be retained on the written consent of both Parties. In the event a Grievance Mediation Officer is appointed, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the Parties. The Parties shall jointly share the expense of the Grievance Mediation Officer.
- 10.02** A decision of the single Arbitrator or Arbitration Board shall be final and binding and enforceable on all Parties, but in no event shall the Arbitrator or Arbitration Board have the power to change this Agreement, or to alter, modify or amend any of its provisions.

- 10.03** Where an Arbitrator or Arbitration Board determines that an employee has been discharged or otherwise disciplined by the Municipality for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator or Arbitration Board may substitute such other penalty for the discharge or discipline as to the Arbitrator or Arbitration Board seems just and reasonable in all the circumstances.
- 10.04** Each Party shall pay one-half (½) of the fees and expenses of the single arbitrator. In the case of the Board of Arbitration, each Party shall pay the expenses and fees of its nominee plus one-half (½) of the fees and expenses of the Chair.
- 10.05** Time limits fixed for both the grievance and arbitration procedures shall be mandatory but may be extended by the mutual written consent of either Party to this Agreement, and an Arbitrator or Arbitration Board can relieve against failure to comply with the time limits if he/she is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.
- 10.06** Notwithstanding the above, the Parties agree that a single arbitrator will be used unless the Parties mutually agree to a Board of Arbitration. Within five (5) days of agreeing upon a Board of Arbitration the Parties will inform each other, in writing, of the name of their nominee to the Board of Arbitration.

ARTICLE 11 – SENIORITY

- 11.01** Permanent full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except otherwise provided herein. Seniority shall operate on a bargaining unit wide basis. So long as an employee is qualified to perform the work required, it shall be used in determining preference for promotions, transfers, demotions, lay-offs and recalls.
- 11.02** Permanent part-time employees and contract employees will accumulate seniority on the basis of one (1) year's seniority for each two thousand and eighty (2080) hours worked in the bargaining unit as of the last date of hire, except otherwise provided herein. Seniority shall operate on a bargaining unit wide basis. So long as an employee is qualified to perform the work required, it shall be used in determining preference for promotions, transfers, demotions, lay-offs and recalls.
- 11.03** The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced, the seniority period shall be less any breaks in service as defined elsewhere in this collective agreement. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by March 31st of each year.

11.04 Probationary employee shall not have the right to the grievance procedure. A probationary employee who is discharged may discuss the matter with the proper Employer officials but his/her release cannot be taken to arbitration or grieved. After completion of the above probationary period, permanent employees shall be assigned a seniority date crediting them six (6) months, or one thousand and forty (1,040) hours, of service, as the case may be.

11.05 Seniority shall accumulate in the following circumstances only:

- a)** when actually at work for the Employer;
- b)** when not at work due to lay off, sickness, or work related accident in which case seniority will continue to accumulate for a period of time equal to twelve (12) months or the length of his/her seniority whichever is shorter;
- c)** when not at work due to personal leave of absence, then seniority will continue to accumulate for the first thirty days of such leave;
- d)** when absent on vacation or on legal holidays.
- e)** when promoted outside of the bargaining unit in a temporary position with the employer, then seniority will continue to accumulate for the first thirty (30) days of such leave.
- f)** when not at work due to leaves of absence as designated under the Employment Standards Act (ESA), including but not limited to pregnancy, paternity, adoption, emergency, family, caregiver, or critically ill child.

11.06 An employee shall lose seniority and his/her employment shall be deemed terminated for the following reasons:

- a)** voluntarily quits his/her employment with the Employer;
- b)** is discharged and is not reinstated through the grievance procedure or mediation/arbitration;
- c)** is not at work for a continuous period of twelve (12) months or the length of his/her seniority whichever is shorter;
- d)** fails to report for work when recalled from lay off within five (5) working days following notice to report by the Employer sent by registered mail to his/her last known address;
- e)** is absent from work without providing a valid reason acceptable to the Employer for three (3) working days or more.

- 11.07** An employee promoted outside the bargaining unit shall retain his/her seniority earned while in the bargaining unit. In the event the employee returns to the bargaining unit his/her placement will be consistent with the bargaining unit seniority. To retain seniority, the employee must return to the bargaining unit within 12 months.
- 11.08** It shall be the duty of each employee to notify the Employer promptly of any change in address. If an employee fails to do this Employer will not be responsible for failure of a notice to reach such employee.

ARTICLE 12 – LAYOFF AND RECALL

- 12.01** In the event of a lay-off, the employee(s) so affected will be laid off in reverse order of seniority. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising such bumping rights possesses the required qualifications, skills and proven ability to perform the work of the less senior employee.
- 12.02** Unless the *Employment Standards Act* termination provisions are more favourable to employees, the Employer shall give ten (10) working days written notice to the Union and to the employee(s) to be laid off, by registered mail or hand delivered to their last known address prior to the effective date of lay-off. All employees must notify the Employer promptly of any address changes. Failure to do so will remove all responsibility from the Employer in the event that official notices fail to reach the employee. Management will provide as much notice as practical and not less than 10 working days. If other alternatives to layoffs are available the management group will discuss these alternatives with the union prior to any layoff announcement.
- 12.03** In the event of a recall, the employee(s) to be recalled will be recalled in order of their seniority, the most senior being recalled first, providing the employee(s) to be recalled has the proven ability, skill and required qualifications to perform the work to which they are being recalled.
- 12.04** The Employer shall continue to provide the premiums for a laid off full-time employee, who is in receipt of extended health care benefits, as outlined in Article 20:02 (a), (b), and (c) until the end of the month in which the lay-off occurs.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 Paid Holiday apply to all Employees as follows:

For all employees, the following paid holidays are recognized:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	1/2 Day before Christmas	
Civic Holiday	1/2 Day before New Year's Day	

For permanent full-time employees two (2) Float Days are recognized. It is understood that the float day accrual is pro-rated for partial years of employment.

Holidays approved and recognized by the province will be recognized.

13.02 In order to qualify for holiday pay, an employee noted in 13:01 above must meet the eligibility standards established in ss. 26 and 27 of the *Employment Standards Act*.

13.03 An employee who is required to work on a holiday, with the exception of the float days, will receive holiday pay in accordance with ss. 26 and 27 of the *Employment Standards Act*.

13.04 When New Year's Day, Canada Day, Christmas Day or Boxing Day falls on a Saturday or Sunday, the following Monday shall be, in lieu thereof, deemed the holiday. When Christmas falls on a Saturday or Sunday, the following Tuesday shall be observed as Boxing Day Holiday and the one half (1/2) day before Christmas and New Years say shall be observed on the preceding Friday. When Christmas falls on a Friday, the following Monday shall be observed as Boxing Day Holiday. However, with the approval of Council, the Employer may provide a shutdown over the Christmas/New Year's period.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 For Full-Time Permanent Employees

The hours of work shall be:

a) Public Works, Waste Water and Water Departments

Forty (40) hour work week 6:45 a.m. to 4:00 p.m. – Monday through Thursday with one half (1/2) hour unpaid lunch period. On Friday's 7:00 a.m. – 12:00 p.m. with no lunch period.

b) Parks and Recreation Department

Forty (40) hour work week. The normal summer hours of work are 7:30 a.m. to 4:00 p.m. with one half (1/2) hour unpaid lunch period.

During the ice season, when the ice plant is in operation, Parks and Recreation employees shall be placed on a rotating schedule using averaging of hours to meet all operational demands of the department. A one half-hour (1/2) paid lunch period will be provided during weekend and evening shifts.

c) Administrative Staff

Thirty-five (35) hour work week 8:30 a.m. – 4:30 p.m. Monday to Friday with a one (1) hour paid lunch period, depending on start time. Inside employees will be provided the option of working flex hours. Employees will work 8:30 a.m. to 4:30 p.m. with a 45 minute lunch period for 9 days. On the 10th day the employee will work 8:30 a.m. to 1:00 p.m. Core office hours of 8:30 a.m. to 4:30 p.m. must be maintained at all times. Therefore, coordination amongst staff will be necessary. Time cannot be accumulated to take full days off.

d) For all departments – Special Events and Weather-Related Events

The Department Head or Supervisor may schedule employees to work outside of normal hours to meet operational demands, which may include but is not limited to identified special events or weather-related conditions. This may include assigned overtime or a change in regular hours, at the employees' discretion. The employer will provide a minimum of seven (7) days' notice for a change in regular hours or assigned overtime, except for weather-related conditions.

Should any events not on the identified special events list occur in the future, they shall be addressed and agreed upon mutually by the Union and the Employer.

14.02 Part-Time Positions

Hours of work are determined by the Department Head and each part-time and contract employee will be paid for the actual hours they worked.

Part time shifts will be a minimum of three (3) hours, with the exception of crossing guards.

14.03 Overtime

a) For Full-Time Employees

Overtime shall be defined as all work performed in excess of forty (40) hours of work per week.

b) For Part-Time Employees

Overtime shall be defined as all work performed in excess of forty (40) hours per week.

c) Compensation for Working Overtime

All work performed in excess of the normal weekly hours shall be paid at the rate of one and half (1½) times the employee's normal rate of pay. Payment at the rate of two times the employee's regular rate of pay plus statutory holiday for all hours worked on Christmas Day and New Years Day only.

d) Eligibility for Overtime

Employees may be requested to work overtime by their immediate supervisor and/or Department Head or designate.

Employees who feel overtime may be required must obtain approval from their immediate Supervisor or Department Head, or designate, prior to working the overtime.

e) Banked Lieu Time

Time off in lieu may be banked to a maximum of the equivalent of sixty (60) straight time hours per calendar year. Effective January 1, 2025 increase to seventy (70) hours, effective January 1, 2026 increase to eighty (80) hours.

Accumulated lieu time may be taken at a time mutually agreeable between the Supervisor and/or Department Head and the employee, taking into consideration the operational requirements of the Employer. If no time is mutually agreeable, then the overtime accumulated shall be paid to the employee.

Overtime accumulated in excess of the maximum banked straight time hours, whichever is the lesser, shall be paid to the employee concerned.

Lieu time accumulated must be scheduled by November 15, and taken by December 31 of each year or it shall be paid to the employee concerned at the current hourly rate, on the pay period which includes December 31.

14.04 a) Call-Out (Roads, Parks and Recreation, Public Works Inside Employees and Administration Inside Employees)

When a Permanent Full-Time Employee is called out to work outside of his/her normal working hours, with less than twenty-four (24) hours notice, he/she shall be paid four (4) hours at regular rate, plus the appropriate overtime rate for every hour worked.

Roads employees are required by the employer to be readily available and respond within one (1) hour to the required depot for winter operations. If response time to the call-out is not within a reasonable period, then the four (4) hour call-out pay at regular rate will be forfeited.

b) Call-out (Water and Waste Water)

When a Permanent Full-Time Employee is called out to work outside his/her normal working hours, with less than twenty-four (24) hours notice, he/she will be paid a minimum of four (4) hours at the appropriate overtime rate, plus the appropriate overtime rate for every hour worked after the four (4) hours. Should another Call-Out(s) occur within the four (4) hour period noted above, the employee will not receive an additional four (4) hour minimum, but will be compensated at the appropriate overtime rate for the actual hours worked during the additional Call-Out.

c) Call-Out for Other than Home Department

A Permanent Full-Time Employee called out to work for (a) above, whose home department falls under (b) above, will be compensated with the Call-Out terms of (a) above. Should another Call-Out(s) occur within the first four (4) hours of this Call-Out, the employee will not receive an additional four (4) hour minimum Water or Wastewater Call-Out, but will be compensated at the appropriate overtime rate for the actual hours worked during the additional Call-Out.

14.05 On Call Duty (Water and Waste Water)

Employees scheduled for on-call duty will be paid an allowance equivalent to one and a half hour pay at regular pay rate for each twenty-four (24) hour period for an on-call duty from Monday to Friday and an allowance equivalent to two hour pay for each twenty-four (24) hour period for each Saturday, Sunday and paid holidays until such time as the scheduled on-call duties are turned over to the next scheduled on-call employee.

Employees scheduled for on-call duty while acting as Overall Responsible Operator (ORO) will receive an additional \$35.00 per day.

On call duty is defined as that duty performed by qualified Employees who are required by the Employer to be readily available within one (1) hour of headquarters for emergency services at other than normal working hours.

Employees designated for on-call duty, who are unable to perform such duties because of illness, shall notify the Employer immediately.

The Employer will provide a vehicle and a cell phone to the regular personnel on-call who will be responsible to ensure that the call forwarding or after hours emergency notifications are being received properly.

An on-call schedule will normally be posted for the year prior to the beginning of the calendar year with scheduling following a rotating qualified personnel basis.

Recognizing that by legislation, the Employer is required to have an Overall Responsible Operator (ORO) on at all times, it may be the case that the management designated ORO is scheduled for on-call duty on a regular basis with no bargaining unit member being on call.

The premium shall be three dollars (\$3.00) per hour for all hours worked as designated 'ORO'.

An employee that is designated 'ORO', on any day that they have worked, shall receive the premium on all hours worked on that day.

14.06 Water, Waste Water and Arena Systems Checks

Water, Waste Water and Parks and Recreation employees who are required to conduct systems checks outside of regularly scheduled shifts on Saturdays, Sundays and paid holidays will be paid each day three (3) hours at time and a half (1½) their regular rate.

14.07 Parks and Recreation Operators – Shift Premium

Permanent, full-time Parks and Recreation operators who are scheduled to work between 4:00 p.m. and 6:00 a.m., Monday to Friday and on Saturdays and Sundays will be paid a shift premium of \$2.00/hour for all such hours worked.

14.08 The parties agree that there will be no pyramiding of benefits.

ARTICLE 15 – VACATIONS

15.01 Permanent part-time and contract staff are entitled to vacation with pay in accordance with the *Employment Standards Act*.

15.02 Permanent Full-time Employees

For the purposes of calculating vacation entitlement, the annual leave year shall be from the last day of hire.

Permanent full-time employees shall receive vacation with pay as follows:

When a permanent full-time employee has a break in service due to maternity leave, paternity leave, LTD or unpaid leave of absence, they are entitled to 100% vacation time allocation but vacation pay is pro-rated based on regular earnings.

Upon hire, vacation will be pro-rated on the number of months divided by 12 X 10 to the nearest day.

- a) Beginning January 1st of the vacation year during which the employee will complete one (1) full year of employment, he/she will be credited with fifteen (15) working days of vacation leave with pay.
- b) Beginning January 1st of the vacation year during which the employee will complete three (3) full years of employment, he/she will be credited with twenty (20) working days of vacation leave with pay.
- c) Beginning January 1st of the vacation year during which the employee will complete seven (7) full years of employment, he/she will be credited with twenty-five (25) working days of vacation leave with pay.
- d) Beginning January 1st of the vacation year during which the employee will complete fifteen (15) full years of employment, he/she will be credited with thirty (30) working days of vacation leave with pay.

When a request for vacation is received by the Employer, they shall provide a decision on the request to the employee within a reasonable amount of time following the receipt of a request.

15.03 For the purposes of this Article, one (1) week of vacation equals forty (40) hours, or one (1) day of vacation equals eight (8) hours.

15.04 Upon termination of employment or if any employee transfers to part-time employment, he/she will be paid the pro-rated monthly portion of unused vacation that was credited on January 1st. Conversely, an employee will be responsible for payment of vacation taken but not earned, based on pro-rated monthly calculation from January 1st.

15.05 Posting, Allocation and Approval

Two (2) weeks of an employee's vacation entitlement shall be allocated according to seniority within a Department subject to the requirement to maintain an efficient operation within that Department. Employees shall make application for vacation approval on the appropriate form prior to April 15th of each year. The vacation schedule by Department shall be posted by the Department Head on or before April 30th and any weeks of entitlement not booked or chosen by April 15th will lose seniority preference. After April 30th, those employees not scheduled shall make application for vacation approval on the appropriate form and a copy shall be submitted to the Department Head prior to September 30th. Disputes over vacation time shall be settled by the Department Head or the C.A.O.

15.06 Time Frame for Accrued Vacation to be Taken

Both parties believe it is in their best interests to ensure that staff take all their vacation entitlement in the year in which it is earned.

- a) Accordingly vacations must be taken during the year of entitlement so that at the end of any calendar year every employee will have received all vacation leave to which he or she is entitled for the calendar year. Unused vacation days at the end of the calendar year will not be paid out, unless there are exceptional circumstances which must be approved by the Chief Administrative Officer.
- b) Under exceptional circumstances, other arrangements must be made with the Chief Administrative Officer for an employee to carry over not more than five (5) days of combined vacation, float and bank time to be used prior to the end of April of the following year. Requests for such carry over must be made in writing on or before November 15th of the current vacation year. In considering such requests, the Employer shall give every consideration to its operational requirements. It is understood that there may be a circumstance where the Chief Administrative Officer may, at his or her discretion, extend the carried over vacation entitlement beyond the end of April.

15.07 Maximum Consecutive Entitlement

No employee shall be entitled to more than ten (10) consecutive working days of vacation at any one time without the express consent of the Department Head (not including any relevant Statutory Holiday).

15.08 Public Works Operators

Notwithstanding the above, Public Works Operators may be required to take one (1) week mandatory summer vacation shut down as determined by the Department Head.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 For Union Business

Leave of absence with pay shall be granted to A Union Bargaining/Negotiation committee that is elected or appointed and will consist of not more than three (3) (plus one alternate, if required) members of the Union, for the purpose of negotiating the renewal of this Collective Agreement. The Union, will inform, in writing, the Employer of the Union members of the committee. When an employee is booked off for negotiations they shall be provided leave for the duration of the negotiations. In the circumstances the day ends early they shall not be required to return to work should there be less than 90 minutes remaining in their regular work day. In the event the negotiations run outside of the normal hours of work of an employee, the employee shall be provided with pay in accordance Article 14.

16.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions or Seminars. Such time shall not exceed a combined total for all such representatives of not more than ten (10) days in any calendar year. Employees on leave of absence for union activities will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the local for all wages received during such absence.

16.03 Training and Development

Employees may attend such conventions, conferences and educational courses as are approved by the Municipality. The Municipality shall reimburse the employee for approved expenses and there will be no loss of salary or seniority. Prior approval of the Chief Administrative Officer is required by the employee for each occasion. Employees may request a leave with or without pay to attend courses that have not been approved for other expenses.

16.04 Bereavement Leave

Bereavement leave with full pay will be provided during the Employer's regularly scheduled work days as follows:

Permanent full-time employees shall receive up to five (5) regular scheduled work days' leave for the death of a spouse (including common law spouse), or a child (including common law or step child) or parent/step parent, to be taken in succession without loss of pay or seniority.

Permanent full-time employees shall receive up to three (3) regular scheduled work days' leave in the event of the death of a brother, step brother, sister, step sister, mother-in-law, father-in-law, grandparents or grandchild, to be taken in succession without loss of pay or seniority.

Permanent full-time employees shall receive one (1) regular scheduled work day in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, without loss of pay or seniority.

Notwithstanding the above, permanent part-time and contract employees shall be entitled to bereavement days, but such bereavement days shall be pro-rated in accordance with their regular scheduled work week versus the normal work week of the Employer.

Common law spouse and common law (step) child and – for the purpose of the above common law and step relationships shall be recognized.

An employee who needs to use bereavement leave during a period of vacation shall have that portion of vacation considered bereavement leave.

At management's discretion additional time without pay may be granted under special circumstances. Such determination to be made by the Department Head in consultation with the Chief Administrative Officer, or his/her designate.

16.05 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority or loss of pay to an employee who serves as a juror or has been subpoenaed as a witness in Court. The employee shall pay to the Municipality any monies received for such jury or witness duty excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

If the employee is temporarily excused from attendance as a juror or witness for a period greater than one-half shift, the employee shall be required to attend for work.

If not selected to sit on a jury or perform witness service, the employee shall forthwith report to his/her Supervisor and commence work.

16.06 General Leave

The Municipality may grant leave of absence without pay and without loss of seniority for a period of not more than thirty (30) days to any employee requesting such leave for good and sufficient cause. Such written request must be approved in advance in writing by the Chief Administrative Officer or designate. Such approval shall consider the efficient operation of the employee's department and shall not be unreasonably withheld. In exceptional circumstances, and at the discretion of the Employer, a personal leave in excess of twenty (20) working days' but less than six (6) months may be granted by the CAO or designate such leave shall be without pay and with no accumulation of seniority for the duration of the total leave.

16.07 Other Leaves of Absence as Defined in The Employment Standards Act

Employees shall be eligible for all leaves of absence as designated under the Employment Standards Act (ESA), including, but not limited to pregnancy, paternity, adoption, emergency, family caregiver or critically ill child, without loss of seniority.

ARTICLE 17 – SICK LEAVE AND SHORT TERM DISABILITY

17.01 Sick leave is for the sole and exclusive purpose of protecting the employee from loss of employment income when he/she is unable to work due to illness or physical incapacity, and when such illness or physical incapacity is not compensable under the *Workplace Safety and Insurance Act*. It is

not intended to be a vehicle for conducting personal business, or as an extension of an Employee's vacation.

17.02 Sick Days

Every permanent full-time employee can receive up to sixty-four (64) hours of sick leave each calendar year for the purpose of personal or family member related health matters. These days are not carried forward to the subsequent calendar year.

Effective January 1, 2025 increase to seventy two (72) hours, effective January 1, 2026 increase to eighty (80) hours.

17.03 Proof of Illness

The Municipality reserves the right at any time to require an employee to provide a medical certificate from a legally qualified medical practitioner to satisfy itself as to the legitimacy of the employee's illness. This right will be exercised only in situations where the Municipality has reasons to suspect that such illness may not be as presented by the employee to the Municipality. Should there be a cost associated with the preparation of the medical certificate, this cost will be borne by the employee.

17.04 Notification

It is the responsibility of every employee to notify his/her Department Head or Supervisor (or designate) before the commencement of the work day if they will be off work due to illness. Failure to notify the Department Head/Supervisor will constitute an unjustified absence.

17.05 Short Term Disability

a) Short Term Disability (STD) benefits will commence on the first day of an employee's disability due to accident or hospitalization and on the third day of an employee's illness payable as follows:

Length of Service & Seniority	100% of Salary	66 2/3% of Salary
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	6 weeks	11 weeks
6 years but less than 7 years	7 weeks	10 weeks
7 years but less than 8 years	8 weeks	9 weeks
8 years but less than 9 years	9 weeks	8 weeks
9 years but less than 10 years	10 weeks	7 weeks
10 years but less than 11 years	12 weeks	5 weeks
11 years but less than 12 years	14 weeks	3 weeks
12 years or more	17 weeks	0

Length of Service & Seniority	100% of Salary	66 2/3% of Salary
After 17 weeks – Long Term Disability takes effect		

- b) In case of prolonged absence due to illness or accident, an employee shall submit such periodic reports representing the employee's condition as the Employer may require.
- c) The Employer may, at its discretion, have the right to have any employee examined by a qualified medical practitioner mutually acceptable to the Employer and employee. Prior to an employee's return to work, from short-term disability, the Employer may require a medical certificate attesting to the employee's ability to return to work.
- d) Short term disability benefits are not payable when an employee is absent:
- For any period of pregnancy or parental leave for which the employee is entitled to be paid Employment Insurance Benefits;
 - For any period of accident, hospitalization or illness that commenced while the employee was not covered by the provisions of this Agreement;
 - As a result of intentionally self-inflicted injuries while sane or insane;
 - As a result of a compensable illness or injury pursuant to the provisions of the *Workplace Safety and Insurance Act*;
 - As a result of participation in a criminal act;
 - As a result of active participation in war service and armed forces service.
- e) Successive absences from work due to the same non-occupational illness or accident shall be considered as being the same period of disability for the purpose of this Article unless such absence from work is separated by sixty (60) consecutive working days, not including any vacation or lieu time that may be used upon the employee's return to work.

ARTICLE 18 – JOB POSTING

- 18.01** When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and shall post notice of the position on the bulletin board for a minimum of one (1) week in order that all employees in the bargaining unit will know about the position and be able to make written application including resumes. This notice will be

provided prior to any external advertising or posting, however, the Employer may post internally and externally simultaneously.

When the Employer decides not to fill such position, written notice will be provided to the Union no more than thirty (30) days after the vacancy occurs, at the earliest practical time.

18.02 Each job posting shall contain the following information:

Nature of position, qualification, required knowledge and education, skills, shift, wage or salary rate or range.

18.03 In selecting a suitable applicant from the bargaining unit, the Employer shall consider the qualifications, experience, training, efficiency, suitability, skill and proven ability of all applicants. When all factors are equal, the more senior employee shall be given the job. If no suitable internal applications/resumes are received, the Employer reserves the right to hire externally or to not fill the position. The Employer will post the name of the successful applicant.

18.04 A successful candidate for a position, if already an employee of the Employer, shall be subject to a trial period for their first thirty (30) calendar days in the new position. If at any time during such a period, the candidate decides that they are unable to perform the required duties, or if the Employer finds they are unsatisfactory, they shall be returned to their former position without loss of seniority, and their replacement shall return to their former position and the vacancy may be filled without further posting or not filled, as may be determined by the Employer.

18.05

(a) Permanent Position Outside of Bargaining Unit:

If an employee accepts a transfer to a permanent position, outside the bargaining unit, the employee shall have the right to return to their position in the bargaining unit during a trial period, to a maximum of three (3) calendar weeks. If the employee returns to the bargaining unit during this time, he/she shall retain seniority accumulated up to the date of leaving the bargaining unit. However, service shall be adjusted for the period of time the employee is outside the bargaining unit.

(b) Temporary Position Outside of Bargaining Unit:

If an employee accepts a transfer to a temporary position, outside the bargaining unit, the employee shall have the right to return to their position in the bargaining unit for up to a period of twelve (12) calendar months. If the employee returns to the bargaining unit during this time, he/she shall retain seniority accumulated up to the date of leaving the bargaining unit. However, service shall be adjusted for the period of time the employee was outside the bargaining unit.

ARTICLE 19 – LABOUR-MANAGEMENT COMMITTEE

- 19.01** A Labour-Management Committee shall be established consisting of three (3) Union Representatives, including the CUPE National Representative and three (3) representatives from the Employer. Other individuals may be included as required and as mutually agreed between the Parties.
- 19.02** The Committee shall meet at least quarterly, or as requested and mutually agreed to by the Parties, at a mutually agreed to time and place with at least forty-eight (48) hours' notice in advance. Employees shall not suffer any loss of pay for time spent at such meetings.
- 19.03** The Committee shall concern itself with general matters, i.e.:
- a) constructive criticisms of activities to improve relations between the Municipality and the Union;
 - b) reviewing suggestions from the Municipality, the Union or employees, questions of working conditions, and service (but not grievances);
 - c) attempting to correct conditions causing grievances and misunderstandings;
- 19.04** The Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

ARTICLE 20 – BENEFITS PLANS

- 20.01** All Permanent full-time employees under the age of seventy-one (71), provided he/she does not qualify under the province's benefits plan are eligible to enrol in the benefit program upon completion of three (3) months of continuous services with the Municipality of Brighton.
- 20.02** The Municipality's sole obligation is to contribute one hundred percent (100%) of the cost of billed premiums for the employees' benefits program as detailed in the benefits carrier's plan document and listed in the Employee Benefit Booklet, Group Policy 28813 in affect May 6, 2024 and any agreed to changes and includes, but not limited to:
- a) Extended Health Care including Prescription Drugs and Medicines.
 - b) Professional Services:
 - Acupuncture
 - Chiropractor
 - Naturopath
 - Osteopath
 - Podiatrist
 - Physiotherapist
 - Speech Therapist

- Massage Therapist/Ortho therapist
- Psychologist/Psychotherapist/Marriage and Family Therapist/Counsellor

to a maximum of seven hundred dollars \$700, effective January 1, 2025 increase to \$800 per type of service

c) Vision Care as per current coverage (\$600/24 months). Eye examination including refractions limited to once every twenty-four (24) consecutive months to a maximum of one hundred and twenty-five dollars (\$125.00). Effective January 1, 2025 increase to one hundred and fifty dollars (\$150.00).

d) Basic Dental Plan and Major Restorative to a maximum of \$2,500 per year in accordance with the current fee guide.

Orthodontics for all employees and dependent children 18 years of age and under, reimbursed at 50% up to a lifetime maximum of \$3,500.

e) LTD as per current coverage (75% of regular earnings to a max. of \$5,000 with evidence of insurability for all amounts of coverage in excess of \$4,000) and terminates at age 65.

f) Basic Life as per current coverage (2X annual salary to \$250,000; reduced by 50% on employees 65th birthday and terminates at age 71).

g) Basic Accidental Insurance as per current coverage (2X annual salary to \$250,000; reduced by 50% on employees 65th birthday and terminates at age 71).

h) Employee Assistance Program (EAP).

20.03 The Municipality shall pay one hundred percent (100%) of the cost of the basic Employer Health Tax for all eligible Employees.

20.04 OMERS

In addition to the Canada Pension Plan every full-time permanent employee (unless exempted) shall join as a condition of hire, the Ontario Municipal Employees Retirement Plan (OMERS). The Employer and the employee shall make contributions in accordance with the provisions of the plan.

All permanent full-time employees are required to enroll in OMERS immediately upon hire or re-classification as a permanent full-time employee.

There is no means of opting out of the plan other than through permanent employment termination.

A part-time employee may elect to enroll in OMERS.

It is the part time employee's choice as to whether or not to enroll, but once enrolled there is no means of opting out of the plan other than through employment termination. Should the part-time employee opt not to participate in the OMERS plan, they will be required to sign an eligibility waiver indicating that they have declined the opportunity, but this in no way precludes them from opting in at a later date.

- 20.05** The Employer agrees to pay health benefits under Article 20.02 a), b), c), and d) for any employee, with fifteen (15) years of service, who retires early under OMERS for a period for twelve (12) months to a maximum age of sixty-five (65). Additionally, the employee has the option to pay for an additional twenty-four (24) months of the same benefits.

ARTICLE 21 – HEALTH AND SAFETY

- 21.01** The Employer, the Union and the employees agree to adhere to the provisions of the *Occupational Health and Safety Act*, as may be amended from time to time.

ARTICLE 22 – CLOTHING & FOOTWEAR ALLOWANCE

22.01 Clothing & Footwear Allowance

As necessary, and as determined by the Municipality, the following will be provided to employees required to wear these items on an as needed basis:

Work Gloves (winter/summer), Municipality logoed baseball caps, safety vests, hard hats with liners, safety glasses (clear and tinted), safety rubber boots, and rain suits.

(a) Permanent Full-Time and Permanent Part-Time Employees

Each outside full-time employee working in public works, water, waste water, parks and recreation who has completed the probationary period will receive seven hundred fifty dollars (\$750) per calendar year toward the purchase of necessary work apparel, including approved green patch safety footwear, safety T-shirts, work pants, sweat shirts, winter coats and coveralls, based on the presentation and approval of valid original receipts.

(b) Full-time By-law Enforcement, GIS, Development Services Technologist and Construction Technologist and the part-time Custodians

Each full-time By-law Enforcement, GIS, Development Services Technologist and Construction Technologist, and the part-time Custodians will each receive an allowance of three hundred dollars (\$300) per calendar year, toward the purchase of approved green patch safety footwear, based on the presentation and approval of valid original receipts.

Each full-time By-law Enforcement, GIS, Development Services Technologist and Construction Technologist will each receive an allowance of three hundred dollars (\$300) per calendar year, toward the purchase of necessary work apparel including safety T-shirts, work pants, sweat shirts, winter coats and coveralls, based on the submission and approval of valid original receipts.

(c) Full-time Administrative staff will be provided 2 logoed shirts or one fleece sweater annually.

(d) Crossing Guards

Each permanent part-time crossing guard, who has completed six months of service, will receive an annual allowance of two hundred and fifty (\$250.00) dollars towards the purchase of anti-slip winter footwear and general outerwear (sunglasses, gloves, rain gear etc...) Payment of this allowance shall be made on presentation of valid receipts. Each permanent part-time crossing guard will be supplied with a safety coloured vest upon hire and a lined high visibility safety jacket upon reaching six months of employment. Safety wear is to be replaced on an as needed basis.

ARTICLE 23 – GENERAL PROVISIONS

23.01 Meal Allowance

An employee requested to work at least three (3) hours overtime, consecutively with the regular eight (8) hour shift on any day shall receive twenty dollars (\$20.00) as a meal allowance for that day, unless a meal has been supplied by the employer.

23.02 Bulletin Board

The Employer shall provide a bulletin board in the Municipality's garage, office(s) and arena 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. No notice will be posted without prior consent of the Chief Administrative Officer or designate.

23.03 Promotion/Transfer to Higher Classification

Temporary Transfer/Acting Pay: Employees who work in a higher classification, or are temporarily assigned to the majority of the duties of a higher paying position, for longer than five (5) days, shall be placed at the first increment level, on the new classification scale which provides an increase in salary and shall receive the hourly rate for the new classification for all hours worked in the higher classification.

Permanent Promotion: Employees promoted to a classification with a higher job rate than their own shall be placed at the first increment level on the new classification scale which provides an increase in salary.

23.04 Transfer to Lower Classification

Temporary Transfer: When an employee is transferred to a position in a lower grade on a temporary basis for any period, they shall maintain their regular rate of pay while so assigned.

Permanent Transfer: When an employee is transferred to a position in a lower grade, the transfer will not result in a loss of pay. The employee's wage rate will be subject to being red-circled.

23.05 Direct Deposit Plan for Payroll

The Employer will continue the Direct Deposit Plan for payroll.

23.06 Eligibility for Payment/Reimbursement of Fees

Where it is determined and recommended by the Department Head and approved by the Chief of Administrative Officer that membership in an organization is directly related to the department/job, or is complimentary to the department/job and of benefit to the Corporation, the Corporation will pay or reimburse, in full, the annual membership dues.

23.07 Personnel Files

The employee shall have the right to review his/her personnel file. The employee shall arrange a suitable time with the CAO or designate to review such file. An employee shall have the right to obtain a copy of any material contained in his/her personnel file.

Where a minimum of twenty-four (24) months have elapsed since a disciplinary matter was placed in an employee's file, the discipline shall be removed from the employee's file.

23.08 Mileage Allowance

Employees required to use their own personal vehicles for municipal business purposes shall be reimbursed at the rate approved by Council. Such rate is to reflect current fuel prices.

Employees must submit their request for mileage allowances on a monthly basis on "Expense Claim Form" and have it approved by their Department Head prior to submission to the Finance Department for reimbursement.

23.09 DZ Licence Medical

The employer shall reimburse for the medical, as required to maintain an employee's DZ licence up to a maximum of \$150.00 for all employees who have the DZ.

ARTICLE 24 – PAYROLL GRID

24.01 The Position classification and the corresponding wage rates set out in Appendix 'A' attached to this Agreement are hereby established as the positions and wage rates for the employees covered by this Agreement.

24.02 The employer shall pay salaries and wages by direct deposit, bi-weekly on Thursday in accordance with Appendix 'A' attached hereto and forming part of this Agreement. On payday, each employee shall be provided with an itemized statement of their wages and deductions.

24.03 Employees will move through the grid annually, as follows:

- a) start rate for new hire
- b) Six month increase at the end of probation
- c) One year increase on the anniversary date of hire
- d) Level 4 on January 1 of the year following the one-year anniversary of hire
- e) Level 5 on January 1 on the year following 24.03 d).

24.04 Management reserves the right to offer a start rate at any level within the position pay grade for new external hires only.

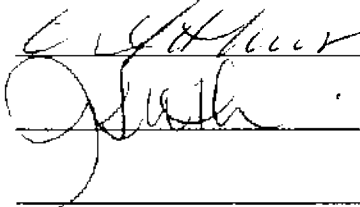
ARTICLE 25 – TERM OF AGREEMENT

The Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2026 and will continue in force from year to year thereafter unless written notice shall be given by one party to the other within ninety (90) days prior

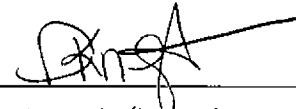
to the termination date or the anniversary date of any subsequent extension that it is desired to terminate or amend the Agreement.

Dated at Brighton this 16th day of September 2024

SIGNED ON BEHALF OF
THE CORPORATION OF THE
MUNICIPALITY OF BRIGHTON



SIGNED ON BEHALF OF
CUPE LOCAL 5085


Paul Penner - Unit

KG/COPE491

WAGE CLASSIFICATIONS

Effective January 1, 2024

Level	Positions	Start	Six month	One Year	Level 4	Level 5
Grade 16	Tax Collector	\$ 33.98	\$ 35.68	\$ 37.47	\$ 39.34	\$ 41.47
Grade 15	Planner 1	\$ 32.29	\$ 33.90	\$ 35.59	\$ 37.37	\$ 39.39
Grade 14	Developmental Services Technologist GIS Coordinator Fleet Coordinator	\$ 30.67	\$ 32.20	\$ 33.81	\$ 35.51	\$ 37.42
Grade 13	Parks and Recreation Lead Hand Water Operator Class II	\$ 29.14	\$ 30.59	\$ 32.12	\$ 33.73	\$ 35.55
Grade 12	Construction Technologist Public Works Construction Equipment Operator (II)	\$ 27.68	\$ 29.06	\$ 30.52	\$ 32.04	\$ 33.77
Grade 11	By-Law Enforcement Officer Parks and Recreation Operator Public Works Operator (1) Shared PWP&R Operator Wastewater Operator Class I Water Operator Class I	\$ 26.30	\$ 27.61	\$ 28.99	\$ 30.44	\$ 32.09
Grade 10	Administrative Assistant, Planning and Building Building Maintenance Operator Finance/Administrative Assistant Water Billing Clerk	\$ 24.98	\$ 26.23	\$ 27.54	\$ 28.92	\$ 30.48
Grade 9	Legislative Coordinator Public Works and Development Administrative Assistant	\$ 23.73	\$ 24.92	\$ 26.16	\$ 27.47	\$ 28.96
Grade 8		\$ 22.55	\$ 23.67	\$ 24.86	\$ 26.10	\$ 27.51
Grade 7	Community Centre Custodian Fire Department Administrative Assistant Municipal Building Custodian	\$ 21.42	\$ 22.49	\$ 23.61	\$ 24.80	\$ 26.13
Grade 6		\$ 20.35	\$ 21.36	\$ 22.43	\$ 23.55	\$ 24.83
Grade 5		\$ 20.14	\$ 21.15	\$ 22.21	\$ 23.32	\$ 24.58
Grade 4	PT Finance/Clerical Asst	\$ 19.94	\$ 20.94	\$ 21.98	\$ 23.08	\$ 24.33
Grade 3	Crossing Guard	\$ 19.63	\$ 20.61	\$ 21.64	\$ 22.72	\$ 23.95
Grade 2		\$ 18.95	\$ 19.90	\$ 20.89	\$ 21.94	\$ 23.12
Contract	Seasonal Parks	\$ 18.95	n/a	n/a	n/a	n/a
Contract	Arena Student	adult minimum wage				
Contract	Summer Student	adult minimum wage, plus \$1.00/hour				
All other contract employees will be paid in accordance with duties and position scoring						

Effective January 1, 2025

Level	Positions	Start	Six month	One Year	Level 4	Level 5
Grade 16	Tax Collector	\$ 35.60	\$ 37.38	\$ 39.25	\$ 41.21	\$ 43.43
Grade 15	Planner 1	\$ 33.82	\$ 35.51	\$ 37.29	\$ 39.15	\$ 41.26
Grade 14	Developmental Services Technologist GIS Coordinator Fleet Coordinator	\$ 32.13	\$ 33.73	\$ 35.42	\$ 37.19	\$ 39.20
Grade 13	Parks and Recreation Lead Hand Water Operator Class II	\$ 30.52	\$ 32.05	\$ 33.65	\$ 35.33	\$ 37.24
Grade 12	Construction Technologist Public Works Construction Equipment Operator (II)	\$ 29.00	\$ 30.44	\$ 31.97	\$ 33.57	\$ 35.38
Grade 11	By-Law Enforcement Officer Parks and Recreation Operator Public Works Operator (1) Shared PWP&R Operator Wastewater Operator Class I Water Operator Class I	\$ 27.55	\$ 28.92	\$ 30.37	\$ 31.89	\$ 33.61
Grade 10	Administrative Assistant, Planning and Building Building Maintenance Operator Finance/Administrative Assistant Water Billing Clerk	\$ 26.17	\$ 27.48	\$ 28.85	\$ 30.29	\$ 31.93
Grade 9	Legislative Coordinator Public Works and Development Administrative Assistant	\$ 24.86	\$ 26.10	\$ 27.41	\$ 28.78	\$ 30.33
Grade 8		\$ 23.62	\$ 24.80	\$ 26.04	\$ 27.34	\$ 28.82
Grade 7	Community Centre Custodian Fire Department Administrative Assistant Municipal Building Custodian	\$ 22.44	\$ 23.56	\$ 24.74	\$ 25.97	\$ 27.38
Grade 6		\$ 21.31	\$ 22.38	\$ 23.50	\$ 24.67	\$ 26.01
Grade 5		\$ 21.10	\$ 22.16	\$ 23.26	\$ 24.43	\$ 25.75
Grade 4	PT Finance/Clerical Asst	\$ 20.89	\$ 21.93	\$ 23.03	\$ 24.18	\$ 25.48
Grade 3	Crossing Guard	\$ 20.56	\$ 21.59	\$ 22.67	\$ 23.80	\$ 25.08
Grade 2		\$ 19.85	\$ 20.84	\$ 21.89	\$ 22.98	\$ 24.22
Contract	Seasonal Parks	\$ 19.85	n/a	n/a	n/a	n/a
Contract	Arena Student	adult minimum wage				
Contract	Summer Student	adult minimum wage, plus \$1.00/hour				
All other contract employees will be paid in accordance with duties and position on scoring						

Effective January 1, 2026

Level	Positions	Start	Six month	One Year	Level 4	Level 5
Grade 16	Tax Collector	\$ 37.29	\$ 39.15	\$ 41.11	\$ 43.17	\$ 45.50
Grade 15	Planner 1	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.22
Grade 14	Developmental Services Technologist GIS Coordinator Fleet Coordinator	\$ 33.65	\$ 35.34	\$ 37.10	\$ 38.96	\$ 41.06
Grade 13	Parks and Recreation Lead Hand Water Operator Class II	\$ 31.97	\$ 33.57	\$ 35.25	\$ 37.01	\$ 39.01
Grade 12	Construction Technologist Public Works Construction Equipment Operator (II)	\$ 30.37	\$ 31.89	\$ 33.49	\$ 35.16	\$ 37.06
Grade 11	By-Law Enforcement Officer Parks and Recreation Operator Public Works Operator (1) Shared PW/P&R Operator Wastewater Operator Class I Water Operator Class I	\$ 28.85	\$ 30.30	\$ 31.81	\$ 33.40	\$ 35.21
Grade 10	Administrative Assistant, Planning and Building Building Maintenance Operator Finance/Administrative Assistant Water Billing Clerk	\$ 27.41	\$ 28.78	\$ 30.22	\$ 31.73	\$ 33.44
Grade 9	Legislative Coordinator Public Works and Development Administrative Assistant	\$ 26.04	\$ 27.34	\$ 28.71	\$ 30.14	\$ 31.77
Grade 8		\$ 24.74	\$ 25.98	\$ 27.27	\$ 28.64	\$ 30.19
Grade 7	Community Centre Custodian Fire Department Administrative Assistant Municipal Building Custodian	\$ 23.50	\$ 24.68	\$ 25.91	\$ 27.21	\$ 28.68
Grade 6		\$ 22.33	\$ 23.44	\$ 24.61	\$ 25.85	\$ 27.24
Grade 5		\$ 22.10	\$ 23.21	\$ 24.37	\$ 25.59	\$ 26.97
Grade 4	PT Finance/Clerical Asst	\$ 21.88	\$ 22.97	\$ 24.12	\$ 25.33	\$ 26.70
Grade 3	Crossing Guard	\$ 21.53	\$ 22.61	\$ 23.74	\$ 24.93	\$ 26.28
Grade 2		\$ 20.79	\$ 21.83	\$ 22.93	\$ 24.07	\$ 25.37
Contract	Seasonal Parks	\$ 20.79	n/a	n/a	n/a	n/a
Contract	Arena Student	adult minimum wage				
Contract	Summer Student	adult minimum wage, plus \$1.00/hour				

LETTER OF UNDERSTANDING #1

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON

AND

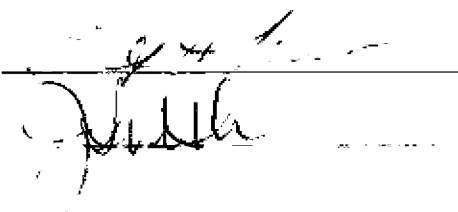
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5085

Re: Contracting Out

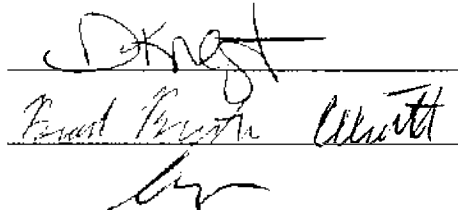
The Employer agrees that during the term of the collective agreement no employee shall lose their employment due to contracting out of any of the work currently performed by the members of the bargaining unit.

Dated at Brighton this 16th day of September 2024

SIGNED ON BEHALF OF
THE CORPORATION OF THE
MUNICIPALITY OF BRIGHTON



SIGNED ON BEHALF OF
CUPE LOCAL 5085



LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5085

Re: Call-Out Protocol

When on-call Supervisors or Department Heads personnel receive after-hours calls, the protocol shall be as follows:

Supervisors or Department Heads shall do their best to determine the nature of the work required for the call-out. If the call is typical work for members of the union bargaining unit and the work is deemed necessary during after-hours, will require more than one person, is expected to require more than ½ hour labour or requires skills only available in the bargaining unit, the supervisor shall call the first qualified person through to the last qualified person on the call-out list to secure the necessary workers to complete the work.

In the case of an emergency, the supervisor shall take whatever actions they deem necessary to protect the health and safety of the public and municipal staff. Any emergency, as determined by management will supersede this protocol.

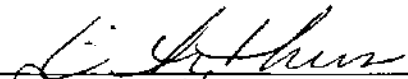
Should the call-out list not result in sufficient qualified staff, the supervisor may use whatever means he/she deems necessary to complete the work or cause to have the work completed.


Note: If the reason for the call is not sufficiently clear to determine the problem or level of effort to resolve the issue, the supervisor will attend the site and ascertain the issue. If the supervisor can resolve the issue within a ½ hour, the supervisor may carry out the work.

This Letter of Understanding regarding Call-Out Protocol is executed on a without prejudice basis and not to be used as a precedent for the future.


Dated at Brighton this 16th day of September 2024

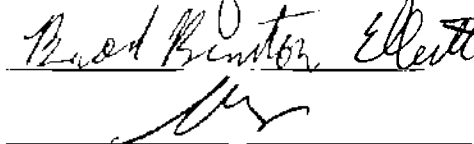
SIGNED ON BEHALF OF
THE CORPORATION OF THE
MUNICIPALITY OF BRIGHTON





SIGNED ON BEHALF OF
CUPE LOCAL 5085





LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5085

Re: Acting Foreperson – Roads

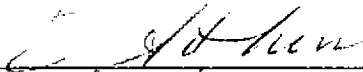
The Parties hereto acknowledge the enforceability of the collective agreement, particularly as it relates to Articles 18 Job Posting and Article 24 Payroll Grid.

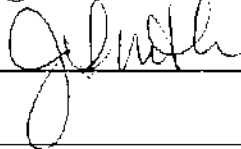
The Parties agree that Staff can volunteer to work as an Acting Foreperson within the Roads Division to assist in coordinating and scheduling operations, oversee staff and equipment on work sites, time sheets, maintenance logs, inspections and provide vacation coverage as needed. Compensation will be \$2.50 per hour in addition to all regular wages for every hour worked. Traffic Control Book 7 training is mandatory for this position.

The Parties agree that This Letter of Understanding is executed on a without prejudice basis and not to be used as a precedent for the future.


Dated at Brighton this 16th day of September 2024

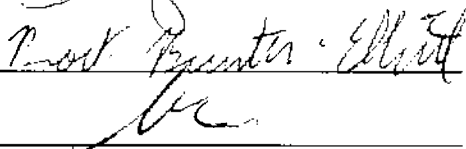
SIGNED ON BEHALF OF
THE CORPORATION OF THE
MUNICIPALITY OF BRIGHTON





SIGNED ON BEHALF OF
CUPE LOCAL 5085





LETTER OF UNDERSTANDING #4

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5085

Re: Organizational Compensation Review

Whereas: In 2023 the Employer conducted an Organizational Review.

Whereas: The review found and recognized that some of the Unionized positions fell below the 50th percentile of the comparators used in the review.

And Whereas; the partes agree as follows:

1. The Employer agrees to use the findings of the Review to adjust the wages of all affected positions to a minimum of the 50th percentile of the comparator wage rates. These adjustments will be made and come into affect as of December 31, 2023 and will be implemented prior to the negotiated wage increases for 2024.
2. For employees in a job classification that falls below the 50th percentile as noted above they shall be placed in the 2023 grid in the following manner:
 - a. The job classification shall be moved to the Grade that has a Level 5 rate of pay that has a pay rate that would bring the job classification to a minimum 50th percentile. The result of this is attached as "Remuneration Grids For Year 2023".
 - b. The employee shall be placed within that Grade at the first increment level that provides an increase in salary.
3. Employees shall then move through the Levels of the Grade in accordance with 24.03.
4. Those classifications that were found to be at or above the 50th percentile will not receive an adjustment.

Remuneration Grid for Year 2023

Level	Position	Start	Six month	One Year	Level 4	Level 5
Grade 16	Tax Collector	\$ 32.60	\$ 34.23	\$ 35.94	\$ 37.74	\$ 39.78
Grade 15	Planner 1	\$ 30.97	\$ 32.52	\$ 34.14	\$ 35.85	\$ 37.79
Grade 14	Developmental Services Technologist GIS Coordinator Fleet Coordinator	\$ 29.42	\$ 30.89	\$ 32.44	\$ 34.06	\$ 35.90
Grade 13	Parks and Recreation Lead Hand Water Operator Class II	\$ 27.95	\$ 29.35	\$ 30.81	\$ 32.36	\$ 34.10
Grade 12	Construction Technologist Public Works Construction Equipment Operator (II)	\$ 26.55	\$ 27.88	\$ 29.27	\$ 30.74	\$ 32.40
Grade 11	By-Law Enforcement Officer Parks and Recreation Operator Public Works Operator (1) Shared PW/P&R Operator (1) Wastewater Operator Class I Water Operator Class I	\$ 25.22	\$ 26.49	\$ 27.81	\$ 29.20	\$ 30.78
Grade 10	Administrative Assistant, Planning and Building Building Maintenance Operator Finance/Administrative Assistant Water Billing Clerk	\$ 23.96	\$ 25.16	\$ 26.42	\$ 27.74	\$ 29.24
Grade 9	Legislative Coordinator Public Works and Development Administrative Assistant	\$ 22.76	\$ 23.90	\$ 25.10	\$ 26.35	\$ 27.78
Grade 8		\$ 21.63	\$ 22.71	\$ 23.84	\$ 25.04	\$ 26.39
Grade 7	Community Centre Custodian Fire Department Administrative Assistant Municipal Building Custodian	\$ 20.55	\$ 21.57	\$ 22.65	\$ 23.78	\$ 25.07
Grade 6		\$ 19.52	\$ 20.49	\$ 21.52	\$ 22.59	\$ 23.81
Grade 5		\$ 19.32	\$ 20.29	\$ 21.30	\$ 22.37	\$ 23.58
Grade 4	PT Finance/Clerical Asst	\$ 19.13	\$ 20.08	\$ 21.09	\$ 22.14	\$ 23.34
Grade 3	Crossing Guard	\$ 18.83	\$ 19.77	\$ 20.76	\$ 21.79	\$ 22.97
Grade 2		\$ 18.18	\$ 19.09	\$ 20.04	\$ 21.04	\$ 22.18
Contract	Seasonal Parks	\$ 18.18	n/a	n/a	n/a	n/a
Contract	Arena Student	adult minimum wage				
Contract	Summer Student	adult minimum wage, plus \$1.00/hour				
All other contract employees will be paid in accordance with duties and position scoring						

Dated at Brighton this 16th day of September 2024

SIGNED ON BEHALF OF
THE CORPORATION OF THE
MUNICIPALITY OF BRIGHTON

[Signature]
[Signature]

SIGNED ON BEHALF OF
CUPE LOCAL 5085

[Signature]
Brent Bunter Elliott
[Signature]

LETTER OF UNDERSTANDING #5

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5085

Re: Joint Job Evaluation (J.J.E) Terms of Reference

The parties recognize that there is no dispute mechanism in the current J.J.E. Terms of Reference. The parties agree to meet within (90) days of the ratification of the Collective Agreement to discuss a mechanism to resolve disputes.


If the parties are unable to agree then the following will be used to resolve disputes.


Any disagreement or dispute by the Committee on the job descriptions, job ratings, the procedures and the application of these procedures or the interpretation of matters set out in the Terms of Reference will be brought to the attention of the principal parties for resolution.

If the parties cannot resolve the dispute, the matter shall be referred to a single Third Party Decision Maker who shall be jointly selected. The power of the Third Party Decision Maker shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties.


Dated at Brighton this 16th day of September 2024

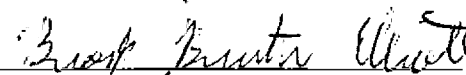
SIGNED ON BEHALF OF
THE CORPORATION OF THE
MUNICIPALITY OF BRIGHTON





SIGNED ON BEHALF OF
CUPE LOCAL 5085





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