



COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

(Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 749 (Union)

CUPE / *Canadian Union
of Public Employees*

**Collective Agreement in effect:
January 1, 2021 to December 31, 2024**

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THIS AGREEMENT made in duplicate this 6th day of April,

2021 BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE
Hereinafter called the "**Employer**"
OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 749
Hereinafter called the "Union"
OF THE SECOND PART

ARTICLE 1 - Preamble

1.01 WHEREAS it is the desire of both parties to this agreement:

- a) To maintain the existing harmonious relations and settled conditions of employment between the **Employer** and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- c) To encourage efficiency in operation; and
- d) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

1.02 AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an AGREEMENT.

Now, therefore, the parties agree as follows:

ARTICLE 2 - Recognition

2.01 The **Employer** recognizes the Canadian Union of Public Employees, Local 749 as the exclusive bargaining agent for all the employees working in Ward 1 Roads (including Mechanics), Water Division, Wastewater Division, the Building Maintenance Custodian and Janitor/Cleaner, save and except Director of Works and Engineering, Roads Foreman, Water Operations Manager, Wastewater Operations Manager, Transportation Operations Manager, Chief Building Official, Deputy Chief Building Official, Building Inspector, Director of Fire and Emergency Services and Director of Planning and Development, all Parks, Recreation and Culture Employees, all Library and Economic Development and Tourism staff, all staff in Administration, Finance, Engineering, Corporate Services, Fire and Emergency Services, Planning and Development, all technical staff in Engineering, all Office and Clerical staff, Co-op/Field Placement students and persons who are employed for not more than 24 hours per week.

2.02 'Employee' shall refer to any Employee hired for an indefinite term (referred to as Permanent) into a position covered by this Collective Agreement, as listed in Schedule A and who is not a Probationary or Temporary Employee. As such the said Employee is afforded the rights, privileges and/or entitlements defined in this Collective Agreement.

2.03 a) 'Probationary Employee' shall refer to an individual hired for an indefinite term into a position covered by this Collective Agreement, as listed in Schedule A and who has served less than six (6) months of service (so deemed the probationary period) with the **Employer**. 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.

As such, the Probationary Employee shall not be afforded the rights, privileges and/or entitlements defined in this Collective Agreement, except as noted below* and shall not be included in the reference to 'Employee' throughout this Agreement.

*Noted exceptions:

- 1) The Probationary Employee shall be eligible for enrolment in the Group Health, Dental and Life Insurance Benefit plan after three (3) months of employment;
- 2) The Probationary Employee may be scheduled for Stand-by (On-Call duty) after three (3) months of employment if and when the Supervisor approves the Probationary Employee as having the necessary skills and abilities to address the on-call requirements.

- b) Upon successful completion of the probationary period, the Probationary Employee shall be recognized as an 'Employee' and the seniority of said Employee will date back to the day on which employment first began.

2.04 a) 'Temporary' Employee' shall refer to an individual hired **from outside the Union**, for a fixed term to replace an Employee on Pregnancy, Parental, or any other leave of absence or for any other reason and whilst so employed the Temporary Employee shall not be afforded the rights, privileges and/or entitlements defined in this Collective Agreement and shall not be included in the reference to 'Employee' throughout this **Agreement**. **An Employee may transfer to another position in Schedule A for a 'Temporary Assignment' and shall be compensated according to the Collective Agreement.**

- b) If there has been no break in service and the 'Temporary Employee' is, at a later date, hired into an indefinite term position (permanent) covered by this Collective Agreement and as listed in Schedule A, the Employee shall be credited with their service accrued to the hire date on which continuous employment first began. Furthermore, said continuous service shall count towards the service required for the Employee's probationary period.

ARTICLE 3 – No Discrimination

3.01 The Corporation, its servants and agents agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of **any of the protected grounds set out in the Ontario Human Rights Code** or by reason of **their** membership in a trade union

3.02 The Union, its members and agents, agree that there will be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any Employee be reason of **any of the protected grounds set out in the Ontario Human Rights Code** or by reason of **their** non-membership in a trade union.

ARTICLE 4 – Employer Rights

4.01 a) The Union acknowledges that it is the function of the **Employer** to hire, promote, demote, **discipline**, layoff, transfer, suspend and discharge Employees for just cause subject to the terms of this agreement. The Union further recognizes that Management is vested exclusively in the **Employer** and that the **Employer** has the right to make and alter from time to time rules and regulations to be observed by Employees provided that they are not inconsistent with the provisions of this agreement.

- b) Where the **Employer** intends to temporarily transfer a Union member to a position or work location which is not covered by this Collective Agreement, the **Employer** shall first seek volunteers, where there is more than one volunteer the senior qualified Employee shall be offered the temporary transfer. If there are no volunteers, the junior Employee shall have to take the temporary transfer. The Union member shall work the hours of operation required by that position and shall be paid in accordance with the terms and conditions covered by the Collective Agreement.

- 4.02** Subject to the provision of the Ontario Human Rights Code, new Employees shall be employed subject to a satisfactory medical by a qualified medical practitioner.
- 4.03** It is recognized that the **Employer** provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the Employees agree in the case of an emergency to be prepared at all hours of the day or night to assist in providing the many services.

ARTICLE 5 – Correspondence

- 5.01** All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer, or designate of the **Employer** and the President of the Local Union. Within thirty (30) days of the designate being appointed, the Union will be informed in writing of the name of the designate.

ARTICLE 6 – Union Security

- 6.01** The **Employer** will deduct union dues from the pay due to each Employee after **they have** completed thirty (30) consecutive calendar days of service. Such deductions shall be made each pay period in accordance with the Union Constitution and By-laws, as directed by the Union in writing and the amounts so deducted will be forwarded to the National Union on or before the 15th day of the month following the month in which such deduction was made, together with a list of Employees from whose pay such dues were deducted.
- 6.02** The Union will indemnify and save the **Employer** harmless from and against any and all claims and demands which may be made by an Employee against the **Employer** with respect to Union dues deducted and forwarded by the **Employer** to the Union under the provisions of this Article.

ARTICLE 7 – No Strikes or Lockouts

- 7.01** During the term of this Agreement, the **Employer** and its representatives shall not cause any lockouts, and the Union agrees that neither it nor any of its representatives shall cause or sanction any strikes, slowdown or other interference.

ARTICLE 8 – Union Representation

- 8.01 a)** The Union may elect or appoint not more than three (3) Employees to be known as a Negotiating Committee. The **Employer** will recognize such Committee provided the Employees on it have acquired seniority under this Agreement.
- b) The Union may elect or appoint not more than three (3) Employees to be known as Stewards. The President can also act as a steward.
- c) The Union may elect or appoint not more than three (3) Employees to be known as a Grievance Committee. The **Employer** will recognize such Committee provided the Employees on it have acquired seniority under this Agreement.

- d) The Union shall notify the **Employer** in writing of the names of such Employees and the Union Executive within thirty (30) days of appointment.

8.02 Union Executive Members / Members of the Committees/Stewards herein identified in Section 8 of the Collective Agreement shall not suffer any loss of regular wages for time spent processing grievances, participating in the Labour Management Meetings and negotiating this agreement and the renewal thereof.

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

8.04 a) A Labour Management Committee shall be established consisting of three (3) Employees of the bargaining unit and not more than three (3) representatives of the **Employer**. This Committee shall meet as required at a mutually convenient time and date. The Union or **Employer** shall submit to the other, items for discussion at such meetings at least five (5) days in advance of such meeting.

b) The Committee shall meet at least twice a year.

c) The parties shall take turns chairing the meetings. Minutes of all meetings shall be sent electronically to the Labour Management Committee members and the Supervisor of the Unionized members. Where Employees do not have email access the President of the Union shall be responsible to forward a paper copy to the member. The Union shall be responsible to post a copy on all bulletin boards of the Unionized work locations.

d) The Labour Management Committee shall concern itself with general matters, i.e.:

- i) constructive criticisms of activities to improve relations between the **Employer** and the Union;
- ii) reviewing suggestions from the **Employer**, the Union or Employees, questions of working conditions, and service (but not grievance);
- iii) attempting to correct conditions causing grievances and misunderstandings.

e) This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement without first having it ratified by their respective parties.

ARTICLE 9 - Seniority

9.01 Seniority as referred to in this Agreement, shall mean length of continuous service in the employ of the **Employer** as a member of the bargaining unit. An Employee shall be considered a Probationary Employee and shall have no seniority standing until **they have** completed six (6) months of work, after which **their** name shall be placed on the seniority list and **their** seniority shall date back to the date of **their** last hiring.

9.02 A seniority list showing each Employee's name and job classification shall be posted on a bulletin board in a conspicuous place and such list shall be revised by the **Employer** in January of each year. A copy of each such list shall be sent to the President of Local 749.

9.03 Seniority rights of an Employee shall cease if:

- a) **they** resign;
- b) **they are** discharged and not reinstated through Grievance and Arbitration procedures;
- c) **they are** absent from work for more than three (3) working days without notifying the **Employer** unless, in the circumstances, it was impossible for the Employee to give such notice to the **Employer**;
- d) after a lay-off, **they** fail to return to work within three (3) working days after being notified by registered mail to do so, unless through illness or other just cause. It shall be the responsibility of each Employee to keep the **Employer** informed of **their** current address; and
- e) **they are** laid off for a period longer than two (2) years.

9.04 Seniority shall be the determining factor in matters of promotions, lay-offs and recalls, providing the Employees affected have the skills, ability, qualification and physical fitness to do the work in question.

9.05 Displacement

A lay-off shall be defined as a reduction in Permanent position or a reduction in the regular hours of work of a Permanent employee covered by this agreement.

- a) In the event of a lay-off, Employees are able to displace lesser senior Employees in any position for which they have the skills, ability, qualification and physical fitness to do the work in question.
- b) Employees shall be laid off in reverse order of seniority and shall be recalled by seniority with the understanding that the Employee is able and qualified to perform the duties of the position.
- c) An Employee designated to be laid off will be eligible to exercise the following options:
 - displace the lesser senior person within a classification for which the Employee has the skills, ability, qualification and physical fitness to do the work in question, or
 - displace into a posted position.

9.06 Employees without seniority status shall not be employed unless regular Employees on lay-off have been given the opportunity of recall to a position which they have the skills, ability and qualifications to perform.

9.07 Acting Assignment outside the Bargaining Unit

- a) An employee may only be promoted or transferred in an acting capacity to a position outside the bargaining unit with their consent. In such case, the employee shall retain their existing seniority and continue to accrue seniority for

a further period of one year, during which time the employee will continue to pay union dues in accordance with Article 6.01.

- b) If, within that one-year period, the employee elects to return to their position vacated, or is returned by the **Employer** to the position vacated, or another position that is subject to the provisions of this Agreement, the employee shall carry the accumulated seniority with him or her.
- c) If, after a one-year period the employee remains in the acting position, they shall continue to pay union dues in accordance with Article 6.01 but shall not continue to accrue seniority. When the employee returns to the position vacated, or another position that is subject to the provisions of this Agreement, they shall be credited with accrued seniority in accordance with Article 9 - **Seniority**.

ARTICLE 10 – Job Vacancies

10.01 When a present or new job covered by Article 2.01 of this agreement becomes vacant, the following procedure will apply:

- a) If the **Employer** intends to fill the vacancy, the **Employer** will forthwith email all Union members and will post the job vacancy for a period of five (5) working days on the bulletin boards of the Divisions in which the Union members work. The notice will contain the nature of the job, the qualifications required and the rate of pay, or;
- b) If the vacancy occurs under circumstances when the **Employer** does not propose to fill the vacancy the **Employer** will, within two (2) weeks of the vacancy occurring notify the Union that the position will not be filled; or
- c) Whenever the **Employer** hires Temporary Employees, Co-op students, students employed during the school vacation period, the Union shall be notified in writing, of the date of hire and the classification.

10.02 a) An Employee who wishes to be considered for the position so posted shall submit **their** application in writing to the official whose name appears at the bottom of the notice (and if no name is set out, to the Chief Administrative Officer or designate) within and not after five (5) working days of the posting of such notices. Every such application shall set forth the Employee's qualifications, training, education and experience. The applicant with the greatest seniority and having the necessary qualifications shall be placed in the position so posted on a trial basis for a period of thirty (30) calendar days.

- b) If within thirty (30) calendar days **they prove** to be unsatisfactory, by the **Employer** or, the Employee no longer wishes to remain in the position, **they** shall revert to **their** former position and in such event the **Employer** will not be required to re-post the position but will consider the other applications which were received upon the basis of length of service of the other applicants and their skills, abilities, qualification, physical fitness and experience in the work in question.

- 10.03** The **Employer** shall communicate via email to the President of the Union and all members who have email access, the name of the successful applicant, if any.
- 10.04** The **Employer** shall not be required to post more than one (1) vacancy following the filling of the original posted vacancy by a successful applicant. Article 9.04 shall apply by filling any subsequent vacancy occurring as a result of filling vacancies under 10.02. Where there are no Union members who meet the selection requirements of the position as defined in Article 9.04, the **Employer** shall exercise their option to recruit and hire from external applicants.
- 10.05** Any Employee covered by this agreement who has given good and faithful service to the **Employer** and who, through advancing years or temporary disablement is unable to perform **their** regular duties, shall be given the preference of any suitable work available at the salary payable at the time for the position to which **they are** assigned at the sole discretion of the **Employer**.
- 10.06** Temporary vacancies due to illness, leave of absence, or vacations, shall be filled by the senior Employee qualified to do the work. Where there are no qualified Employees, the vacancy shall be filled at the discretion of the **Employer**.

ARTICLE 11- Complaint / Grievance Procedure

11.01 Complaint Procedure

- a) It is the mutual desire of both parties that an Employee's complaint be addressed as promptly as possible. A complaint can be regarding the interpretation, meaning or application of this Agreement or alleged violation of the Agreement.
- b) An Employee having a complaint shall first discuss the matter orally with the Foreperson/Manager or designate ("Foreperson") within five (5) working days of the circumstance, act or condition giving rise to the complaint. The Employee may be accompanied by a Union Representative at the Employee's discretion to discuss the resolution of the complaint.
- c) The Foreperson shall address the matter and provide an oral response to the Employee in their meeting, or no later than three (3) working days from the date the Foreperson received the complaint.

11.02 Grievance Procedure STEP 1

- a) In the event that the complaint has not been resolved, the **Union** may submit a written Grievance on the current CUPE Grievance template, to the Division Manager or designate ("Manager") within three (3) working days of the Foreperson's response. The Grievance form shall be inclusive of information regarding the date of the occurrence, the date the Grievance is being filed, the Article being grieved under the Collective Agreement and the resolution being sought.
- b) Within three (3) working days following the receipt of the written STEP 1 Grievance the Manager shall meet with the grievor. The grievor **will** be

accompanied by a Union Representative, to discuss the resolution of the Grievance.

- c) The Manager shall render **their** decision in writing to the **Union** within five (5) working days from the Step 1 meeting.
- d) Failing settlement within three (3) working days of receipt of the written Step 1 reply, the grievance may be referred to Step 2.

11.03 Grievance Procedure STEP 2

- a) In the event that the Grievance is not resolved at STEP 1 of the Grievance procedure, the **Union** may **refer the grievance to** Step 2 to the Director of Works and Engineering or designate (“Director”) within five (5) working days of the receipt of the Manager’s written response to STEP 1.
- b) Within five (5) working days following the receipt of the written STEP 2 Grievance the Director shall meet with the grievor, accompanied by a Union Representative, to discuss potential resolution to the grievance. The Director may be accompanied by the Human Resources Manager or designate.
- c) The Director shall render **their** decision in writing to the **Union** within five (5) working days from the Step 2 meeting.
- d) Failing settlement within three (3) working days of receipt of the written Step 2 reply, the grievance may be referred to Step 3.

11.04 Grievance Procedure STEP 3

- a) In the event that the Grievance is not resolved at STEP 2 of the Grievance procedure, the Union may submit a written grievance to the Chief Administration Officer (“CAO”) or designate of the Municipality of Port Hope within five (5) working days of the receipt of the Director’s written response in Step 2.
- b) Within five (5) working days following the receipt of the written STEP 3 grievance the CAO or **designate** may meet with the grievor, accompanied by a Union Representative, to discuss the potential resolution of the grievance.
- c) The CAO or **designate** shall render a decision in writing to the **Union** within five (5) working days from the Step 3 Grievance meeting.
- d) If the grievance is not settled by the decision of the CAO or **designate**, then the Union may, not later than fifteen (15) working days after receipt of such decision, refer the matter to arbitration as provided in this agreement.

11.05 Upon mutual agreement of both parties the above noted time frames may be extended if notification is received within the timeframes as outlined in the Complaint/Grievance Step.

11.06 **Should two (2) or more Employees have similar grievances resulting from the same incident, then it may be grieved as one (1) grievance through the Complaint / Grievance Procedure outlined in the Collective Agreement.**

11.07 **Where a dispute involving a question of general application (Policy) occurs, Step 1 of the Complaint / Grievance Procedure may be bypassed.**

- 11.08** No Employee shall leave **their** work to investigate or process a grievance without first obtaining the consent of **their** immediate Supervisor. Permission will not be unreasonably withheld.
- 11.09** In the event an Employee who has attained seniority is suspended from employment as a disciplinary measure or is discharged and the Employee considers that an injustice has been done, the matter may be taken up by the **Union** as a grievance under Step 3 above.
- 11.10** **Discipline**
- a) **The Employer will work with the Employee to identify and counsel the Employee as required on their inappropriate behaviour or performance.**
 - b) **Whenever the Employer intends to provide coaching, the Employee may request a Union Representative to be present.**
 - c) **Whenever the Employer intends to apply disciplinary measures such as verbal warning, written warning, suspension or termination, the Employee shall be given a minimum of two (2) hours notice and shall be accompanied by a Union Representative.**

ARTICLE 12 - Arbitration

- 12.01** After the grievance procedure as set out in Article 11 has been exhausted, and before an arbitrator or Arbitration Board is contacted under this Article, either party may seek the services of a mediator to assist in resolving the parties' differences. It is agreed that the selection of a mediator will only be done on the written consent of both parties. In the event that the use of a mediator is agreed upon, the referral of the grievance in question shall be delayed until after the mediation meeting has taken place and only if the mediation has failed to resolve the dispute. The parties shall share equally in the expenses of the mediator.
- 12.02** Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation of arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. Upon mutual agreement in writing the parties may agree to a sole arbitrator.
- 12.03**
- a) The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
 - b) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it.

- c) The decision of a majority is the decision of the arbitration board but if there is no majority the decision of the Chairman governs.
- d) The arbitration board shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement.
- e) Each of the parties to this agreement will pay the fee and disbursements of its appointee to the arbitration board; and will share equally the fees and disbursements of the Chairman.

12.04 Where a grievance against an Employee's suspension or discharge duly comes before an arbitration board, the board may make a ruling:

- a) confirming the **Employer's** action; or
- b) reinstating the Employee with compensation for time lost (except for the amount of remuneration the Employee has received elsewhere pending the disposition of **their** case); or
- c) disposing of the grievance in any other manner which may be just and equitable.

ARTICLE 13 – Pension and Retirement

13.01 Every eligible full-time Employee will enroll in the Ontario Municipal Employees Retirement System in accordance with that *Act* and its Regulations. It is understood that “other than continuous full-time” Employees may be offered the opportunity to enroll in OMERS subject to the eligibility requirements of the plan.

13.02 It is further agreed that when OMERS amends the normal retirement, when age and years of service equals the factor 90, to a lesser factor, it shall be construed as agreed upon by both parties.

ARTICLE 14 – Hours of Work and Overtime

14.01 a) The normal work hours for all Employees shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Friday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever. All the time worked in excess of eight (8) hours per day Monday to Friday inclusive and/or all hours worked in excess of the forty (40) hours per week will be paid for at time and one-half the regular rate of pay.

- b) Except as hereinafter provided the hours of work will be from 7:30 a.m. to 4:00 p.m. **with a thirty (30) minute unpaid** lunch period.

See Letter of Understanding- Appendix A - Summer Hours

14.02 All hours worked on Saturdays will be paid at the rate of one and one-half times the base rate of pay. All hours worked on Sundays will be paid at the rate of double the base rate of pay. All hours worked on all holidays agreed to by both parties will be paid at double the base rate of pay plus the regular pay for such holidays. Hours worked on Saturday, Sunday or Holiday will be paid in

accordance with this Article unless the Employee has been 'called out' to work and will be paid in accordance with Article **14.03**

- 14.03 a)** An Employee who is called out and required to work outside **their** regular working hours shall be guaranteed a minimum of three (3) hours pay at this regular rate. If more than one (1) hour is actually worked, then time and one-half, or double time (as the case may be) shall be paid for all time worked, or the minimum, whichever is greater.
- b) Work required to be performed on Saturday, Sunday or Holiday for compliance with the applicable Regulations/Legislation/Standard Operating Procedures shall be compensated as a 'call-out' and paid in accordance with the above paragraph.
- c) Notwithstanding the above if Employees in the Water Division or Wastewater Division who are "on-call" can respond to the issue via computer/internet they shall be compensated one (1) hour pay at regular rate.
- 14.04** Part-time Employees working less than eight (8) hours per day, and who are required to work longer on a regular working day, shall be paid at the rate of straight time for the hours worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day.
- 14.05** All Employees will be permitted ten (10) minutes paid rest period both in the first half and second half of a shift. An Employee required to work two (2) hours overtime will be permitted a ten (10) minute rest period and the same for such succeeding four (4) hours overtime.
- 14.06** A five (5) minute wash-up period will be afforded at the end of each shift.
- 14.07 a)** Overtime shall be assigned on a rotating seniority basis, starting with the most senior Employee. Where the most senior Employee declines the overtime, the next most senior Employee shall be contacted, and this procedure shall continue until an Employee (or more than one Employee, as may be required) accepts the overtime.
- b) For the next occurrence where overtime is required, the Supervisor shall contact the next Employee on the seniority list, who follows the last Employee who accepted the overtime. The Supervisor will continue to rotate through the seniority list as overtime work is required. An overtime log will not be posted.
- 14.08** An Employee required to work four (4) hours overtime shall receive a one-half (1/2) hour paid lunch break and the same for each succeeding four (4) hours of work, one-half (1/2) hour paid lunch break.
- 14.09** Employees shall be permitted to accumulate overtime at the appropriate overtime rates to a maximum of eighty (80) hours per year of banked overtime. Employees may receive time off with pay in lieu of overtime payment. Such time off shall be scheduled subject to the Supervisor's approval. Time off may be taken in days or parts of days.

Banked overtime not scheduled to be utilized prior to December 31st of any year and remaining to each Employee's credit will be paid out in full in the last pay of the year.

ARTICLE 15 – General Holidays

15.01 a) Each Employee who has successfully completed their probationary period shall have the following holidays off with pay at the regular rate of pay:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
½ day on Christmas Eve
Christmas Day
Boxing Day
½ day on New Year's Eve

and any other day proclaimed by the Federal, Provincial and Municipal Government and all special holidays declared by the **Employer**.

- b) To be eligible for holiday pay, the Employee shall work the regular scheduled working day immediately before and following the holiday unless **they** received written prior permission from the Supervisor of their Division or **their** designate, or in case of accident or illness.
- c) Probationary Employees shall have the holidays required under the *Employment Standards Act, 2000* off with pay at the regular rate of pay.

15.02 When any of the aforementioned holidays falls on a Saturday or Sunday, the **Employer** shall have the choice of giving an alternate day off with pay or an additional day's pay.

ARTICLE 16 - Vacations

16.01 The following vacation entitlement shall apply:

Service will be recognized during the calendar year in which the anniversary date occurs. Vacation pay calculation shall be based on the current regular rate and vacation shall be allocated on January 1st of each year. Annual vacation leave must be taken in full during the calendar year in which it is accrued except as provided in 16.08.

- a) More than one (1) month **of service** but less than one (1) year of service shall be entitled to one **and a quarter (1.25) days (10 hours)** vacation with pay for each calendar month of service up to a maximum of **fifteen (15) days' (120 hours)** vacation with pay.

- b) **One (1) year of service but less than eight (8) years of service, fifteen (15) days (120 hours) vacation pay (1.25 days /month).**
- c) **Eight (8) years of service but less than fifteen (15) years of service, four (4) weeks' (160 hours) vacation pay (1.67 days/mth).**
- e) **Fifteen (15) years of service but less than twenty-five (25) years of service, five (5) weeks' (200 hours) vacation pay (2.08 days/mth).**
- f) **Twenty-five (25) years of service but less than thirty (30) years of service, six (6) weeks' (240 hours) vacation pay (2.5 days/mth).**
- g) **Thirty (30) or more years of service, seven (7) weeks' (280 hours) vacation pay (2.92 days/mth).**

16.02 If one or more holidays under Article 15 falls or is observed during an Employee's vacation, **they** will be granted an additional day's (8 hrs) vacation pay for each such holiday. This additional day (8 hours) is to be taken immediately with the vacation either the working day before the start of the vacation or the working day immediately following the vacation period.

- 16.03**
- a) When preparing the annual vacation schedule, the **Employer** shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to Employees with the greatest length of service and the Employee's vacation may be taken over an unbroken period.
 - b) An Employee may request vacation in single or half day increments, and such may be approved by their Supervisor subject to maintaining a qualified working force to meet operational, legislated and safety requirements and such leave shall not be unreasonably denied.
 - c) **Employees are to submit their vacation requests to their Supervisor by April 1 each year. Vacation requests received by April 1, will be approved based on operational staffing requirements and seniority.**
 - d) **Vacation requests received after April 1 will be approved based on operational staffing requirements and a 'first come first serve basis'.**
 - e) **No later than September 30, the Employee shall submit their vacation request for all outstanding vacation owing for the remainder of the year.**

16.04 An Employee shall receive one (1) weeks (40 hrs) regular pay for each week of entitled vacation.

16.05 The vacation schedule will be posted by May 1st and will not be changed without mutual consent between the **Employer** and the Employee.

16.06 An Employee on long term disability or a Workplace Safety & Insurance Board absence of greater than six (6) months shall receive **their** vacation entitlement in accordance with 16.01 above. Vacation pay shall be calculated in such a manner that the Employee's disability payment shall be "topped up" by the **Employer** to provide an amount equivalent to 80% of what would be the Employee's regular weekly earnings were **they** at work.

16.07 a) Vacation pay shall be pro-rated relevant to the hours worked for the year in which an Employee takes or returns from an unpaid absence of thirty (30)

calendar days or more. Where no time has been worked in the calendar year, no vacation shall be paid;

- b) Upon termination, retirement or resignation of employment the Employee shall be entitled to vacation pay on a pro-rated basis for the period of time worked in the calendar year to the date employment ended, less vacation already paid; and
- c) Where applicable, an overpayment of vacation shall be deducted from the next pay to the Employee or where this is not applicable, the Employee shall reimburse the **Employer**.

16.08 If due to extenuating circumstances, an Employee requires a vacation carry over period, up to one week (1) vacation may be carried over to the following year with prior approval of the Director of Works and Engineering. This carry over is not accumulative and the carry-over allotment must be used during the next year. Approval to carry unused vacation days forward shall only be granted for legitimate reasons and not simply due to inability to utilize them during the year. Any unused vacation credits as of December 31st that are not approved for carry over shall be paid at the Employees regular rate of pay.

ARTICLE 17 – Short Term Disability and Long Term Disability

17.01 a) The **Employer** shall implement and maintain a Short Term Disability Plan as outlined herein. An Employee who is unable to report to work due to a non-occupational accident or sickness shall be entitled to receive disability benefits commencing on the first day of absence, up to a maximum of seventeen (17) continuous weeks in any calendar year, or until the date the Employee is declared medically fit to return to work, whichever first occurs. Employees having a second or further extended sickness in that calendar year will utilize the Employment Insurance Sick Leave entitlement, where qualified, to take them up to their L.T.D. eligibility, if necessary.

Each Employee's allotment of paid time is based on an Employee's accrued seniority with the amount of entitlement determined in accordance with the schedule set out below.

This schedule sets out the amount of paid time to which an Employee is entitled in each calendar year, and as such, the allotment will be automatically renewed each January 1st provided the Employee is actively at work, or thereafter on the date the Employee returns to regular employment.

The **Employer** undertakes to pay the full cost of providing the Short Term Disability Plan.

Employees who are off work as a result of an accepted sick leave, paid or unpaid, will continue to have their benefit premiums paid by the **Employer** until such time as they are eligible for long term disability.

Schedule of Benefits – Short Term Disability

Length of Service	100% of Normal Earnings	75% of Normal Earnings
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	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0

17.01 b) As a cost containment measure and to prevent potential abuse, the following stipulations will apply to the Short Term Disability Plan.

i) Proof of Illness

Any absence of three or more consecutive working days or for one (1) work day prior to or following a paid holiday, which is to be charged as sick leave, must be supported by a certificate from a duly recognized medical practitioner, stating that the Employee is unable to perform **their** duties and indicating the probable duration of the illness. Failure to produce the required certificate within five (5) working days of the date of disability will result in the uncertified days of absence being charged as leave without pay. Working days does not include Saturdays, Sundays or paid holidays.

Furthermore, it is understood and agreed that the **Employer** reserves the right to request a medical certificate in other appropriate circumstances and the Employee shall be required to fulfill this request.

ii) Modified Work

The **Employer** further reserves the right to request additional medical information regarding the Employee's medical restrictions and functional abilities to facilitate a return to modified work where appropriate. The Employee shall be required to participate cooperatively in the modified work program. A Union representative shall be present at the return to work meeting when requested by the Employee.

iii) Progress Report Regarding Illness

In any case of prolonged illness, the Employee shall submit such periodic reports on **their** condition as the **Employer** may require. The **Employer** will pay a maximum of fifty (\$50.00) per requested report, following the initial report.

iv) Examination by Alternate Physician

The **Employer** may require that an Employee be examined by a medical practitioner satisfactory to the **Employer** if it suspects abuse. If the **Employer's** medical practitioner disagrees with the Employee's medical practitioner, then the parties shall agree to a third medical practitioner, whose decision shall be final.

v) Exclusions

This plan does not cover disabilities or claims resulting from:

1. Any period of disability during a specified period of maternity leave of absence. (The maternity leave of absence for which benefits are not payable will be:

- the period commencing with the tenth week prior to the expected week of confinement and ending with the sixth week after the week of confinement;
- any period of formal maternity leave taken pursuant to mutual agreement between the Employee and the **Employer**, or;
- any period for which the Employee is eligible, or would have been eligible upon proper application, to collect Employment Insurance maternity benefits).

2. Any period of disability that, commenced while the Employee was not insured under the plan;

3. Intentionally self-inflicted injuries;

4. Accident injuries arising out of or in the course of employment, or disease covered by the Workplace Safety & Insurance Act or similar legislation.

17.01 c) Unable to Report to Work Due to Illness

When an Employee is unable to report to work because of illness, **they** shall, as soon as possible, inform **their** Supervisor that **they** will not be at work, and state the nature of the illness and the probable length of absence.

17.02 The **Employer** agrees to pay 100% of the billed premiums for a Long Term Disability (LTD) Insurance Plan. The Employee's eligibility for LTD benefits is administered by the Benefit carrier and where eligible the coverage includes seventy percent (70 %) of basic monthly earnings up to a maximum of \$4000 per month. For a period of two years after the qualifying period, eligibility under the plan shall be based upon the Employee's inability to perform **their** own occupation. Eligibility beyond that two-year period shall be based upon the Employee's inability to perform any occupation. Long Term Disability coverage shall cease at the earlier of age sixty-five (65), termination of employment or

retirement.

ARTICLE 18 – Leave of Absence

- 18.01** The **Employer** agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the **Employer**, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 18.02 a)** An Employee shall be granted a maximum of five (5) working days' leave without loss of pay for the purpose of attending, mourning and/or making funeral arrangements on the death of an immediate family member as follows:
- parent, partner/spouse, child, stepchild.
- b) An Employee shall be granted a maximum of three (3) working days' leave without loss of pay for the purpose of attending, mourning and/or making funeral arrangements on the death of an immediate family member as follows:
- brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, step-father, step-mother, step-brothers, step-sisters, grandchild and grandparents or a relative living with Employee at the time of death.
- c) An Employee will be granted one-half (1/2) (4 hrs) day without loss of pay, to attend a funeral as a pallbearer or mourner provided such Employee has the approval of **their** Supervisor or **their** designate.
- 18.03** Upon written application to **their** Supervisor or **their** designee, an additional four (4) days' (32 hrs) leave, without pay, may be granted to an Employee to attend a burial outside the province.
- 18.04** When an Employee is subpoenaed for jury duty or as a court witness, **they** shall not suffer any loss of salary or wages whilst so serving.
- 18.05** Any Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated or who is selected to full-time public office will be granted leave of absence without loss of seniority by the **Employer** for a period of one year. This period may be extended by the **Employer** at the end of the year.
- 18.06 a)** The Supervisor of the applicable Division, or **their** designate, may grant leave of absence for a period of less than two (2) weeks without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause.
- b) The **Chief Administrative Officer or designate** may grant leave of absence in excess of two (2) weeks without pay and without loss of seniority to any Employee requesting, in writing, such leave for good and sufficient cause.
- 18.07 a)** Upon receipt of two (2) calendar weeks of written notice, the **Employer** will grant a leave of absence, without loss of regular pay, benefits and seniority to employees selected or appointed by the Union to attend Union functions, meetings or training. Such written notice shall include the reason for the leave.
- b) In cases where two (2) calendar weeks' notice is not feasible, the **Employer** shall consider and where practicable approve such leaves. The total annual

cumulative leave of absence granted to an appointed Union Representative in the bargaining unit for this purpose shall not exceed fifteen (15) days.

- c) No more than two (2) Employees from each division will be granted Union leave. The **Employer** shall invoice the Union for reimbursement of the Employee's regular wages and all benefit costs incurred during said leave. The **Employer** shall not reimburse the Employee for other related expenses, such as travel or accommodations.
- d) The Union shall make payment within thirty (30) days of issuance of the invoice.

ARTICLE 19 – Job Classification and Rate of Pay

- 19.01** The job classifications and the rate of pay for each position shall be as set out in Schedule A of this Agreement.
- 19.02** If an Employee is requested by the Supervisor of the applicable Division or **their** designate to use **their** personal motor vehicle, the Employee will be paid an allowance as outlined in the policy approved by the **Employer**.
- 19.03** The Supervisor of the applicable Division may designate one or more Employees to a Lead Hand position. Such Lead Hand shall be paid one dollar and **sixty cents (\$1.60)** per hour more than the rate of **their job** classification.
- 19.04** a) The Supervisor of the applicable Division may designate an Employee to be the acting Overall Responsible Operator (ORO) in accordance with **Ontario Regulation 128/04** and/or **129/04** or any replacement legislation(s) and regulation(s). The Employee designated as the acting ORO shall receive a premium of **seventy-five (\$75) per division for each twenty-four (24) hour period of assignment**. The ORO premium shall not be subject to overtime payment. The assigned Employee would be responsible for the duties of the ORO as defined in the regulation during working and non-working hours for the assigned period.
 - b) It is understood that when an Employee is assigned the ORO responsibility, no additional compensation shall be paid beyond the ORO premium.
- 19.05** Wages for hours worked shall be paid in full the Thursday following the ending date of the full two (2) week pay period. If pay day falls on a holiday, their payment shall be made on the preceding day.
- 19.06** a) **An Employee with less than one (1) year of service with the Employer shall be paid 90% of the hourly wage in their job classification (wage Step 1).**
 - b) **An Employee with one (1) year of service and less than two (2) years of service with the Employer shall be paid 95% of the hourly wage in their job classification (wage Step 2).**
 - c) **An Employee with two (2) or more years of service with the Employer shall be paid 100% of the hourly wage in their job classification (wage Step 3 – Job Rate).**

d) **An Employee who is hired into another job classification in Schedule A shall be paid the hourly wage rate in the wage Step (1, 2, or 3) that has an hourly wage closest to, but not lower than their current hourly wage. After one (1) year of service in that job classification the Employee shall progress to the next wage Step, to a maximum of wage Step 3 or 100% of the hourly wage for that job classification.**

19.07 An Employee required to work in a classification paying a higher rate shall receive the pay for the classification. An Employee required to work in a lower paid classification shall maintain **their** standard rate.

19.08 a) When the duties or volume of work in any classification are changed or increased or where the Union and/or an Employee feels **they are** unfairly or incorrectly classified, or when any position not covered by Schedule A is established during the term of **their** Agreement, the rate of pay shall be subject to negotiation between the **Employer** and the Union.

b) If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

c) The new rate shall become retroactive to the time the position was first filled by an Employee on a full-time continuous basis.

19.09 a) *The hourly wage rate for Probationary Employees will be 10% less than the rate of their classification in Schedule A until they have successfully completed probation.*

b) *The hourly wage rate for Temporary Employees will be 10% less than the rate of their classification in Schedule A.*

19.10 Shift premium and overtime shall not be pyramided or duplicated for the same hours worked.

ARTICLE 20 - Safety

20.01 The Union and **Employer** shall co-operate in continuing and perfecting the safety measures now in effect.

20.02 The Joint Health and Safety Committee (JHSC) shall include three (3) representatives of the Union. In making the appointments to the JHSC, the Union shall be motivated by the need for selecting people who will be best capable of promoting safety on the job and shall be representative of the divisions within which the Union members work, as feasible.

20.03 The JHSC shall hold meetings as scheduled and all unsafe or dangerous conditions shall be taken and dealt with at such meetings.

20.04 Minutes of all JHSC meetings shall be kept and copies of such minutes shall be sent to the JHSC members to post on the bulletin boards.

20.05 All Employees working in any dirty or dangerous capacity shall be supplied with all the necessary tools, safety equipment, gloves, **coveralls, including one pair of insulated coveralls, winter parka** and protective clothing will be provided to each Employee where required. **The Employer will reimburse the Employee for the purchase of their CSA approved safety boots per**

calendar year, upon the submission of receipts, up to the value of three hundred dollars (\$300.00) per year.

- 20.06** An Employee driving a truck when a snow plough wing operation is required may be accompanied by another Employee.

ARTICLE 21 - Hospital, Medical, Dental, Vision, Life Insurance and Disability Benefits

- 21.01 a)** The **Employer's** obligation under this Collective Agreement is limited to the payment of premiums to maintain the eligible Employees' enrolment in externally insured group benefit plan(s). Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy or policies of insurance providing such benefits.
- b) All Employees shall participate in this plan, provided however; that the parties hereto agree that another insurance plan may be substituted for the said insurance plan at the discretion of the parties hereto. In the event that the parties hereto mutually agree to substitute a new plan, the said new plan may be substituted by the parties hereto signing a memorandum to that effect, which memorandum shall be attached to and form a part of this Agreement.
- 21.02 a)** The **Employer** agrees to pay 100% of the billed premiums for an approved group Health and Dental Insurance benefit plan as identified in Article 21.02 and 21.03 for eligible Employees, their spouse and dependent children to age 21 (or to a maximum of age 25 where attending college/university full-time). Benefits listed in Article 21.02 and 21.03 terminate at age 70, termination of employment or retirement whichever is earlier. Coverage is not limited to but includes the following:
- b) A group Life Insurance benefit plan offering coverage of two (2) times an Employee's annual salary (excluding overtime); Dependent Life Insurance; and Accidental Death and Dismemberment coverage of two (2) times an Employee's annual salary (excluding overtime). Where still employed beyond age sixty-five (65), Life Insurance and Accidental Death and Dismemberment shall reduce to fifty percent (50%) of coverage and terminate at age 70, termination of employment or retirement whichever is earlier.
- c) A Supplemental Health Insurance plan which includes: Semi-private hospital coverage; Drugs legally requiring a prescription, plus life sustaining drugs, which may not require a prescription and excluding over-the-counter medications (including those for which there is a prescription); and a dispensing fee cap of twelve dollars (\$12.00) per prescription. **Effective January 1, 2023 increase the coverage per practitioner, for Chiropractor and Massage Therapist, to seven hundred dollars (\$700) per calendar year.**
- d) A Vision Care plan which includes prescription eye-glasses once every twenty four (24) consecutive months to a maximum of three hundred and fifty dollars (\$350.00) and effective January 1, 2019 increase to four hundred dollars (\$400.00) (can be utilized for contact lenses and laser eye surgery) and one (1) eye exam every twenty four (24) consecutive months to a maximum of seventy five dollars (\$75.00) per covered person.

- e) Hearing Aid coverage at seven hundred and fifty dollars (\$750) every sixty (60) consecutive months toward the cost of hearing aids and one (1) hearing test every twenty-four (24) consecutive months to a maximum of seventy-five dollars (\$75) per covered person.

21.03 A Dental Care Insurance plan with a combined twenty-five hundred dollars (\$2500) annual maximum for Basic and Major Services; a nine (9) month recall for covered persons age 18 and over; Basic Services (100%); Major Restorative (50% co-insurance); and Orthodontic Coverage (50% co-insurance with a \$1500.00 lifetime maximum per covered person); in accordance with the current, minus one year, general practitioner fee guides of the Ontario Dental Association.

21.04 a) The **Employer** agrees to pay 100% of the billed premiums for a group Health and Dental Insurance benefit plan for eligible retired Employees who retire onto an Ontario Municipal Employees Retirement Pension Plan, and their eligible spouse and dependents, from the date of the Employee's retirement (no earlier than age 55) to age sixty-five (65). Benefit coverage shall include the benefits provided in the active CUPE Employee group Health and Dental Insurance plan in effect as of the Employee's retirement date, with the following exclusions: Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment coverage, Fertility drugs and Orthodontic dental coverage.

b) If benefits are provided through other employment, this provision is not effective while such member is so employed and relieves the **Employer** of such responsibility until the member ceases employment.

c) After age 65 and up to age 70, retirees may elect to participate in the Municipal retiree's health and dental plan at their own cost and personal payment arrangements.

21.05 a) An Employee prevented from performing **their** regular work on account of an occupational accident shall file a claim with the Workplace Safety and Insurance Board (**WSIB**).

b) **At the Employee's request, the Employer** agrees to advance bi-weekly payments to the Employee equal to the amount of the anticipated WSIB payment provided the **WSIB** form has been submitted.

c) In the event that the absence is not accepted as compensable by the **WSIB**, the **Employer** will continue pay to the Employee to a maximum of ten (10) weeks. The Employee shall reimburse to the **Employer**, all compensation in pay continuation or advances.

ARTICLE 22 – Copies of Agreement

22.01 Copies of new Agreements will be issued by the **Employer** to all Employees within 30 days of signing. Costs of preparing the Agreement will be borne jointly by the **Employer** and the Union. The **Employer** agrees to give each new Employee a copy of the current Union Agreement.

ARTICLE 23 – General Provisions

- 23.01** Proper accommodations will be provided in all shops and departments for Employees of the **Employer** to have their meals and keep their clothes.
- 23.02** The Supervisor of the applicable Division or **their** designate shall have the authority to allow within the work schedule a period of reasonable time for cleaning up following a particularly dirty job.
- 23.03** The **Employer** shall provide bulletin boards in all departments upon which the Union and the **Employer** shall have the right to post authorized notices of meetings and other notices relating to Union or **Employer** matters.
- 23.04 a)** An Employee required to travel more than forty (40) kilometres beyond the Municipality limits on Corporate business shall be provided a **\$17.00** meal allowance if required to be out of the Municipality during **their** regular meal hour. The **Employer** further agrees to pay an Employee while attending a conference, seminar, meeting, etc., the following rates for meals:
- Breakfast - \$17.00
 - Lunch - \$19.00
 - Dinner - \$46.00
- b) Total allowance for meals shall not exceed eighty-two dollars (\$82.00) in any one (1) day. It is further agreed that the **Employer** will upon receiving required receipts reimburse the Employee in total for the combination of meals, provided it does not exceed the aggregate of the meal allowance.
- 23.05** The **Employer** shall make available to all Employees, an Employee Assistance Program (E.A.P.)
- 23.06** *Consistent with provincial legislation, Employees shall maintain their current licenses/qualifications required to perform their job. The **Employer**, will cover costs associated with courses/seminars approved by the **Employer**, including tuition/fees, wages, meals as outlined in 23.05, use of a personal vehicle will be paid by the kilometer, at the rate for distances outside the Municipality and as outlined in the policy approved by the **Employer**.*
- 23.07** The licensed Mechanic shall be reimbursed up to four hundred dollars (\$400.00) per calendar year upon the submission of receipts for the replacement of the Employee's personal tools that have been broken while performing work for the **Employer**.

ARTICLE 24 – Contracting Out

- 24.01** In the event that the **Employer** is considering the contracting out of work which is currently performed by members of the bargaining unit Employees and would result in the reduction of the number of bargaining unit Employees or a reduction in the regular hours of work for bargaining unit Employees, the **Employer** shall notify the Union three (3) months prior to issuing the request for proposal and tender. The **Employer** and the Union shall then commence meeting to discuss. Whether or not there are alternative options which could eliminate the contracting out of

work or the necessity to have a lay-off.

- 24.02** There shall be no restriction of contracting out by the **Employer** of any work performed by any of the Employees covered by this Agreement, provided, however, that if any permanent Employee is to be laid off as a direct result of such contracting out, the **Employer** undertakes the following:
- a) To make all reasonable efforts to find **the Employee** other employment with the **Employer** and which is acceptable to the Employee provided **they are** able to perform the said duties satisfactorily within a maximum of two (2) weeks;
 - b) To grant such laid-off Employee severance pay at the rate of 1 and ½ weeks per year of service to a maximum of 5 months severance pay, all at **their** then current rate plus continuance of other fringe benefits for the same period.
- 24.03** An Employee having been laid off under this clause may, after being laid off 5 months, opt to accept the layoff as being permanent then, in which case, Article 9.03 (e) will not apply to the Employee. The decision of the Employee shall be in writing and presented to the Municipal Clerk's office.
- 24.04** In the event of a proposed lay-off or the elimination of a full time position within the bargaining unit the **Employer** will:
- a) provide the Union with no less than three (3) month's written notice of the elimination of a position(s);
 - b) provide the affected Employee no less than six (6) week's written notice of layoff or pay in lieu thereof.

ARTICLE 25 – Work of the Bargaining Unit

- 25.01** Employees excluded from the bargaining unit shall not take on work normally performed by Employees of the bargaining unit for the purpose of causing the lay-off or discharge of such Employees, reduction in the number of Employees or a reduction in the regular hours of work

ARTICLE 26 – Long Service Pay

26.01 a) In recognition of the principle that a long service Employee is of increased value to the **Employer** through **their** acquired knowledge and experience, the **Employer** agrees to Long Service Pay in accordance with the following table:

From zero (0) to 4 years of service	\$ 30.00
From 5 to 9 years of service	\$60.00
From 10 to 14 years of service	\$120.00
From 15 to 19 years of service	\$180.00
From 20 to 24 years of service	\$240.00
From 25 to 29 years of service	\$300.00
After 30 years of service	\$360.00

b) This Long Service Pay shall be due on November 30th of each year by direct deposit to the active permanent Employee and shall be calculated pro-rata from the dates of eligibility to November 30th.

c) Definition of Active

An Employee shall be eligible provided **they have** worked 130 days within the current year that the Employee is eligible for Long Service Pay. Days worked shall include absence due to sick leave, short term disability and Workplace Safety and Insurance benefits.

d) On severance or retirement, an Employee shall not be entitled to Long Service Pay.

ARTICLE 27 — Amalgamation, Regionalization and Merger Protection

27.01 In the event the **Employer** merges or amalgamates with any other body, the **Employer** undertakes to ensure that:

- a) Employees shall be credited with all seniority rights with new **Employer**;
- b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new **Employer**;
- c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new **Employer**;
- d) Preference in location of employment in the merged Municipality shall be on the basis of seniority.

ARTICLE 28 – On-Calls

- 28.01** The **Employer** agrees to on-call pay at the rate of two (2) hours' pay per day of on-call duty, excluding weekends which shall be paid at the rate of two and one-half (2 ½) hours' pay per day of on-call duty and excluding General Holidays which shall be paid at the rate of three (3) hours' pay per day of on-call duty.
- 28.02** The schedule for on-call duty shall be posted one (1) month in advance.
- 28.03** The on-call duty shall be arranged with equal weekends off, including General Holidays.
- 28.04** Holiday week-ends are to be included in on-call.
- 28.05** a) Employees while on-call will keep a portable communications device with them at all times outside of normal working hours.
- b) At all times one (1) Employee shall be on-call for each division (Roads, Water Distribution, Water Treatment and Wastewater Treatment). Such on-call duty shall be equally performed by the then current qualified Employees. The Employee on-call will remain available to respond promptly to a call-out.
- c) The Employee designated for on-call who is unable to perform such duties because of illness shall notify the **Supervisor, to advise of their absence. The Supervisor will contact the next Employee in rotation on the on-call list to ask them to perform the on-call duties.**
- d) **If the Employee does not respond within ten (10) minutes, the Employee will be considered unavailable and the next Employee on the list will be called.**
- e) **The Employee who called in their absence shall lose their stand-by pay for that day.**
- f) **The Employee who accepted the on-call duty shall complete the on-call responsibilities for that day and for each subsequent day as may be required to backfill for the absence and shall be paid the stand-by premium for each day worked.**
- g) Roads Division: Notwithstanding section a) in the Roads Division between November 15 to March 31 of any year, each week, two (2) Employees will be required to perform on-call duty. Between April 1 and November 14 of any year, each week, one (1) Employee will be required to perform "summer" on-call duty. In the future if mutually agreed by both parties, another Employee may be added to the "summer" on-call duty.
- 28.06** **Where an Employee has transferred into a job classification within Schedule A from another job classification in Schedule A, (e.g. Labourer to Operator) the Employee may be scheduled for Stand-by (on-call duty) in their new job classification, after demonstrating they have the necessary skills and abilities to address on-call requirements as assessed by the Supervisor, no later than three (3) months from the date of transfer.**
- 28.07** *All Works and Engineering Employees on-call will take action to respond to on-call situations within thirty (30) minutes.*

ARTICLE 29 – Cost of Living Allowance

This Cost of Living Allowance's provisions shall remain applicable during the term of the Agreement, **January 1, 2021 to December 31, 2024**, but may be a subject for negotiations for amendment in the subsequent term.

- 29.01** During the terms of this Agreement, a cost of living allowance will, if applicable, be paid to Employees as set out below.
- 29.02** The term "Consumer Price Index" (CPI) as used in this Article shall mean the Consumer Price Index – Canada, all items, as published by Statistics Canada (1986=100).
- 29.03** The formula for adjustment shall be one percent (1%) or portion thereof per hour for each one percent (1%) or portion thereof change in the CPI above the 3.5%, **using the method outlined below.**
- 29.04** a) Effective January 1, **2021** the cost of living allowance will apply after the CPI has increased by more than three and one half percent (3 ½ %) when compared with the "base amount" for the year, which "base amount" shall be the CPI published for the month of January **2021**.
- b) Effective January 1, **2022** the cost of living allowance will apply after the CPI has increased by more than three and one-half percent (3 ½ %) when compared with the "base amount" for the year, which "base amount" shall be the CPI published for the month of January **2022**.
- c) Effective January 1, **2023** the cost of living allowance will apply after the CPI has increased by more than three and one-half percent (3 ½ %) when compared with the "base amount" for the year, which "base amount" shall be the CPI published for the month of January **2023**.
- d) **Effective January 1, 2024 the cost of living allowance will apply after the CPI has increased by more than three and one-half percent (3 ½ %) when compared with the "base amount" for the year, which "base amount" shall be the CPI published for the month of January 2024.**
- 29.05** Where the criteria in Article 29.04 has been met, a cost of living allowance shall be calculated monthly and shall be paid in the month following the release of the publication of the CPI for the month which satisfied the criteria.
- 29.06** a) Effective January 1, **2021** the first allowance shall be calculated at the end of the month for which the CPI has increased by more than three and one-half percent (3 ½ %) when compared with the CPI for January **2021**.
- b) Effective January 1, **2022** the first allowance shall be calculated at the end of the month for which the CPI has increased by more than three and one-half percent (3 ½ %) when compared with the CPI for January **2022**.
- c) Effective January 1, **2023** the first allowance shall be calculated at the end of the month for which the CPI has increased by more than three and one-half percent (3 ½ %) when compared with the CPI for January **2023**.

d) **Effective January 1, 2024 the first allowance shall be calculated at the end of the month for which the CPI has increased by more than three and one-half percent (3 ½ %) when compared with the CPI for January 2024.**

29.07 The cost of living allowance payments will discontinue for the months where the criteria in Article 29.04 no longer are met.

29.08 The amount of the cost of living allowance in effect at any time shall not form part of an Employee's applicable hourly rate. Such amount shall be paid only for hours actually worked by Employees actively engaged by the **Employer** and shall not be compounded for overtime or other premium pay purpose but shall be deemed to have been paid for on a straight time basis for the purpose of calculating vacation pay and holiday pay.

29.09 No adjustment retroactive or otherwise shall be made due to any revision that may later be made in the publication figures for the CPI for any month on the basis of which the allowance has been determined and paid.

ARTICLE 30 - Terms of Agreement

30.01 This Agreement shall be for a term of **forty-eight (48)** months commencing on **the 1st day of January 2021 and expiring on December 31st 2024** and from year to year thereafter unless either party gives such notice in writing to the other within the last three (3) months of the term of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement or to the making of a new Agreement.

The Parties shall meet and commence bargaining within twenty (20) days of the receipt of such notice by the addressees thereof, or within such further period as may be agreed upon.

Schedule A – Compensation - CUPE Union Local 749

Wage increase percentage applied to Job Rate (Step 3), each Step below is 5% less		2021 Wage increase percentage =		1.75%
Job Classification	Step 3 (Job Rate) Eff. Jan. 1/20	Step 1 - 90%	Step 2 - 95%	Step 3 (Job Rate) Eff. Jan. 1/21
Student	\$14.42	N/A		\$14.67
Labourer	\$21.02	\$19.25	\$20.32	\$21.39
Janitor/Cleaner	\$21.66	\$19.84	\$20.94	\$22.04
Building Maintenance Custodian	\$24.75	\$22.66	\$23.92	\$25.18
Mechanic Helper	\$24.75	\$22.66	\$23.92	\$25.18
Roads Operator	\$27.85	\$25.50	\$26.92	\$28.34
Roads Operator - Effective Jan 1/21 + \$0.75/hour to Job Rate =		\$26.18	\$27.63	\$29.09
Roads Operator - Effective July 1/21 + \$0.73/hour to Job Rate =		\$26.84	\$28.33	\$29.82
Mechanic	\$30.75	\$28.16	\$29.72	\$31.29
Operator in Training (<i>Water Treatment, Water Distribution, Wastewater Treatment, Wastewater Collections (wage rate paid for 1 or multiple OIT licenses, when working in the position)</i>)	\$29.27	\$26.80	\$28.29	\$29.78
Wastewater Operator I (<i>Requires both Class I WW Treatment AND Class I WW Collections licenses</i>)	\$31.77	\$29.09	\$30.71	\$32.33
Wastewater Operator II (<i>Requires both Class II WW Treatment AND Class II WW Collections licenses</i>)	\$33.65	\$30.96	\$32.68	\$34.40
Wastewater Operator III (<i>Requires both Class III WW Treatment AND Class II WW Collections licenses</i>)	\$35.46	\$32.51	\$34.32	\$36.12
Water Operator I (<i>Requires both Class I Water Treatment AND Class I Water Distribution Certificates</i>)	\$31.77	\$29.09	\$30.71	\$32.33
Water Operator II (<i>Requires both Class II Water Treatment AND Class II Water Distribution Certificates</i>)	\$33.81	\$30.96	\$32.68	\$34.40
Water Operator III (<i>Requires both Class II Water Treatment AND Class III Water Distribution Certificates</i>)	\$35.50	\$32.51	\$34.32	\$36.12

Schedule A – Compensation - CUPE Union Local 749

Wage increase percentage applied to Job Rate (Step 3), each Step below is 5% less	2022 Wage increase percentage =		1.50%
Job Classification	Step 1 - 90%	Step 2 - 95%	Step 3 (Job Rate) Eff. Jan. 1/22
Student	N/A		\$14.89
Labourer	\$19.54	\$20.62	\$21.71
Janitor/Cleaner	\$20.13	\$21.25	\$22.37
Building Maintenance Custodian	\$23.00	\$24.28	\$25.56
Mechanic Helper	\$23.00	\$24.28	\$25.56
Roads Operator	\$27.24	\$28.75	\$30.26
Roads Operator Effective Jan 1/22 + \$ TBD =			
Mechanic	\$28.58	\$30.17	\$31.76
Operator in Training (<i>Water Treatment, Water Distribution, Wastewater Treatment, Wastewater Collections (wage rate paid for 1 or multiple OIT licenses, when working in the position)</i>)	\$27.21	\$28.72	\$30.23
Wastewater Operator I (<i>Requires both Class I WW Treatment AND Class I WW Collections licenses</i>)	\$29.53	\$31.17	\$32.81
Wastewater Operator II (<i>Requires both Class II WW Treatment AND Class II WW Collections licenses</i>)	\$31.43	\$33.17	\$34.92
Wastewater Operator III (<i>Requires both Class III WW Treatment AND Class II WW Collections licenses</i>)	\$33.00	\$34.83	\$36.66
Water Operator I (<i>Requires both Class I Water Treatment AND Class I Water Distribution Certificates</i>)	\$29.53	\$31.17	\$32.81
Water Operator II (<i>Requires both Class II Water Treatment AND Class II Water Distribution Certificates</i>)	\$31.43	\$33.17	\$34.92
Water Operator III (<i>Requires both Class II Water Treatment AND Class III Water Distribution Certificates</i>)	\$33.00	\$34.83	\$36.66

Schedule A – Compensation - CUPE Union Local 749

Wage increase percentage applied to Job Rate (Step 3), each Step below is 5% less	2023 Wage increase percentage =		1.50%
Job Classification	Step 1 - 90%	Step 2 - 95%	Step 3 (Job Rate) Eff. Jan. 1/23
Student	N/A		\$15.12
Labourer	\$19.83	\$20.93	\$22.03
Janitor/Cleaner	\$20.43	\$21.57	\$22.71
Building Maintenance Custodian	\$23.35	\$24.65	\$25.94
Mechanic Helper	\$23.35	\$24.65	\$25.94
Roads Operator	\$27.65	\$29.18	\$30.72
Roads Operator Effective Jan 1/23 + \$ TBD =			
Mechanic	\$29.01	\$30.62	\$32.23
Operator in Training (<i>Water Treatment, Water Distribution, Wastewater Treatment, Wastewater Collections (wage rate paid for 1 or multiple OIT licenses, when working in the position)</i>)	\$27.61	\$29.15	\$30.68
Wastewater Operator I (<i>Requires both Class I WW Treatment AND Class I WW Collections licenses</i>)	\$29.97	\$31.64	\$33.30
Wastewater Operator II (<i>Requires both Class II WW Treatment AND Class II WW Collections licenses</i>)	\$31.90	\$33.67	\$35.44
Wastewater Operator III (<i>Requires both Class III WW Treatment AND Class II WW Collections licenses</i>)	\$33.49	\$35.35	\$37.21
Water Operator I (<i>Requires both Class I Water Treatment AND Class I Water Distribution Certificates</i>)	\$29.97	\$31.64	\$33.30
Water Operator II (<i>Requires both Class II Water Treatment AND Class II Water Distribution Certificates</i>)	\$31.90	\$33.67	\$35.44
Water Operator III (<i>Requires both Class II Water Treatment AND Class III Water Distribution Certificates</i>)	\$33.49	\$35.35	\$37.21

Schedule A – Compensation - CUPE Union Local 749

Wage increase percentage applied to Job Rate (Step 3), each Step below is 5% less	2024 Wage increase percentage =		1.75%
Job Classification	Step 1 - 90%	Step 2 - 95%	Step 3 (Job Rate) Eff. Jan. 1/23
Student	N/A		\$15.38
Labourer	\$20.18	\$21.30	\$22.42
Janitor/Cleaner	\$20.79	\$21.95	\$23.10
Building Maintenance Custodian	\$23.76	\$25.08	\$26.40
Mechanic Helper	\$23.76	\$25.08	\$26.40
Roads Operator	\$28.13	\$29.69	\$31.26
Roads Operator Effective Jan 1/24 + \$ TBD =			
Mechanic	\$29.52	\$31.16	\$32.80
Operator in Training (<i>Water Treatment, Water Distribution, Wastewater Treatment, Wastewater Collections (wage rate paid for 1 or multiple OIT licenses, when working in the position)</i>)	\$28.10	\$29.66	\$31.22
Wastewater Operator I (<i>Requires both Class I WW Treatment AND Class I WW Collections licenses</i>)	\$30.50	\$32.19	\$33.89
Wastewater Operator II (<i>Requires both Class II WW Treatment AND Class II WW Collections licenses</i>)	\$32.46	\$34.26	\$36.06
Wastewater Operator III (<i>Requires both Class III WW Treatment AND Class II WW Collections licenses</i>)	\$34.08	\$35.97	\$37.86
Water Operator I (<i>Requires both Class I Water Treatment AND Class I Water Distribution Certificates</i>)	\$30.50	\$32.19	\$33.89
Water Operator II (<i>Requires both Class II Water Treatment AND Class II Water Distribution Certificates</i>)	\$32.46	\$34.26	\$36.06
Water Operator III (<i>Requires both Class II Water Treatment AND Class III Water Distribution Certificates</i>)	\$34.08	\$35.97	\$37.86

Probation rate = 90% of the classification **Job** rate

Temporary rate = 90% of the classification **Job** rate

SCHEDULE A - NOTE:

- a) An Employee with less than one (1) year service with the Employer, and Probationary employees, shall be paid 90% of the hourly wage in their job classification
- b) An Employee with one (1) year of service and less than two (2) years of service with the Employer shall be paid 95% of the hourly wage in their job classification
- c) An Employee with two (2) or more years of service with the Employer shall be paid 100% of the hourly wage in their job classification
- d) Union employees who are hired into another job classification in Schedule A will be compensated in the wage step that is the closest hourly wage to their current hourly wage, that is no lower than their current hourly wage. Progression to the next highest wage Step shall occur after one (1) year of service at that wage, to the maximum Job Rate (wage Step 3)

SCHEDULE A NOTE:

The Employer would grandfather all employees and probationary employees, employed as of date of the Collective Agreement ratification, by administering the 90% / 100% compensation structure in effect prior to ratification of this Collective Agreement. For further clarity, a grandfathered probationary employee would progress from 90% to 100% (Job Rate) hourly wage upon satisfactory completing the probation period AND Water and Wastewater employees would be paid Job Rate (100%) for attainment of higher licenses, instead of being paid at the closest wage Step, not lower in the new job classification.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Dated this **6th** day of **April 2021**

**SIGNED ON BEHALF OF THE
THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE**

David Smith

David Smith
Chief Administrative Officer

April 6, 2021
Date

Jeanette Davidson

Jeanette Davidson
Director, Works and Engineering

April 6, 2021
Date

Regina Jackson

Gina Jackson
Human Resources Manager

April 6, 2021
Date

Mike Stewart

Mike Stewart
Water Operations Manager

April 6, 2021
Date

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 749 (Union)**

Dennis Buckley

Dennis Buckley
CUPE President

April 6, 2021
Date

add l

Danny Scheibli
National CUPE Representative

April 6, 2021
Date



Matt Moore
CUPE Representative

April 6, 2021
Date



Glenn Hobbs
CUPE Representative

April 6, 2021
Date



APPENDIX A

Letter of Understanding – Summer Hours

BETWEEN:

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

- and -

The Canadian Union of Public Employees and its local 749
(hereinafter referred to as the “Union”)

RE: SUMMER HOURS

The parties agree to implement the following work schedule on a Division basis, known as ‘summer hours’ for 2021, 2022, 2023 and 2024, for the Collective Agreement term of January 1, 2021 to December 31, 2024.

Notwithstanding Article 14.01, subject to the Director’s approval with respect to meeting operational, legislative and safety requirements, and if the majority of Employees in the Division wish to participate, the ‘summer hours’ of work between the first Monday in May and the last Friday in September shall consist of ten (10) hours per day 7:00 a.m. to 17:30 p.m. excluding a half (1/2) hour unpaid lunch period.

Each employee shall work four (4) days per week, either Monday to Thursday or Tuesday to Friday on a rotational basis, as determined by the Manager or designate. The schedule may be adjusted from time to time in order to meet operational, legislative and safety requirements.

Example:

Employee “X” works Tuesday to Friday (week 1), then works Monday to Thursday (week 2), followed by Tuesday to Friday (week 3), and so on.

Whereas, Employee “Y” works Monday to Thursday (week 1), then works Tuesday to Friday (week 2), followed by Monday to Thursday (week 3), and so on.

Statutory Holidays:

The number of hours paid on a statutory holiday is considered to be equivalent to the Employee’s standard workday (i.e. 8 hours per day).

Employees working a Summer Hours work schedule are required to use vacation or lieu time to make up the additional time they would have worked on that statutory holiday.

When a statutory holiday falls on an Employee’s scheduled Summer Hours day off, the Employee in consultation with the Manager or designate will take off the day immediately before or after the statutory holiday or, in special circumstances (i.e. staffing requirements) as determined by the Manager or designate, another day within the pay period as mutually agreed.

**SIGNED ON BEHALF OF THE
THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE (Employer)**

David Smith

David Smith
Chief Administrative Officer

April 6, 2021

Date

Jeanette Davidson

Jeanette Davidson, C.E.T.
Director, Works and Engineering

April 6, 2021

Date

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 749 (Union)**

[Handwritten Signature]

Dennis Buckley
CUPE President

April 6, 2021

Date

[Handwritten Signature]

Danny Scheibli
National CUPE Representative

April 6, 2021

Date



Letter of Understanding – Roads Operator compensation

BETWEEN:

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

- and -

The Canadian Union of Public Employees and its local 749
(hereinafter referred to as the “Union”)

RE: Roads Operator compensation

The parties agree to the following for the Collective Agreement term January 1, 2021 to December 31, 2024:

Effective January 1, 2021, the economic adjustment of 1.75% would be administered to the Roads Operator position first, and then a monetary amount of \$0.75 per hour would be administered for an hourly wage of \$29.09.

Effective July 1, 2021, a monetary amount of \$0.73 per hour would be administered to the Roads Operator position for an hourly wage of \$29.82.

Effective January 1, 2022, the economic adjustment of 1.5% would be administered to the Roads Operator position first, and a monetary amount of \$.XX per hour would be administered to the Roads Operator hourly wage so the hourly wage was equal to but no higher than the Non-Union Roads Operator hourly wage.

Effective January 1, 2023, the economic adjustment of 1.5% would be administered to the Roads Operator position first, and a monetary amount of \$.XX per hour, if required, would be administered for the Roads Operator hourly wage so the hourly wage was no lower than the Non-Union Roads Operator hourly wage.

Effective January 1, 2024, the economic adjustment of 1.75% would be administered to the Roads Operator position first and a monetary amount of \$.XX per hour, if required, would be administered for the Roads Operator hourly wage so the hourly wage was no lower than Non-Union Roads Operator hourly wage.

**SIGNED ON BEHALF OF THE
THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE (Employer)**

David Smith

David Smith
Chief Administrative Officer

April 6, 2021

Date


Jeanette Davidson

Jeanette Davidson, C.E.T.
Director, Works and Engineering

April 6, 2021

Date


**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 749 (Union)**



Dennis Buckley
CUPE President

April 6, 2021

Date



Danny Scheibli
National CUPE Representative

April 6, 2021

Date