

COLLECTIVE AGREEMENT

BETWEEN



(Hereinafter called the "Employer")

- AND -

CUPE / Canadian Union
of Public Employees
AND ITS LOCAL 1490
(Hereinafter called the "Union")

Effective Date:
April 1st, 2023, to March 31st, 2027

TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 – EMPLOYER RIGHTS	1
ARTICLE 3 – RECOGNITION AND NEGOTIATION	1
ARTICLE 4 – NO DISCRIMINATION	2
ARTICLE 5 – UNION SECURITY	2
ARTICLE 6 – CHECK OFF OF UNION DUES	2
ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	3
ARTICLE 8 - CORRESPONDENCE	3
ARTICLE 9 – LABOUR MANAGEMENT RELATIONS	4
ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE BOARD	5
ARTICLE 11 – UNION COMMITTEES	5
ARTICLE 12 – GRIEVANCE PROCEDURE	6
ARTICLE 13 – DISCHARGE AND DISCIPLINE CASES	7
ARTICLE 14 - ARBITRATION	7
ARTICLE 15 - SENIORITY	9
ARTICLE 16 – PROMOTIONS AND STAFF CHANGES	10
ARTICLE 17 – LAY-OFFS AND RECALL	12
ARTICLE 18 – HOURS OF WORK AND OVERTIME	13
ARTICLE 19 - HOLIDAYS	17
ARTICLE 20 - VACATIONS	18

ARTICLE 21 – SICK/PERSONAL LEAVE PROVISIONS.....	20
ARTICLE 22 – LEAVE OF ABSENCE.....	22
ARTICLE 23 -PAYMENT OF WAGES AND ALLOWANCES.....	24
ARTICLE 24 -JOB CLASSIFICATION AND RECLASSIFICATION.....	26
ARTICLE 25 -BENEFITS.....	26
ARTICLE 26 -RITIREE BENEFITS.....	27
ARTICLE 27 -TECHNOLOGICAL AND OTHER CHANGES	27
ARTICLE 28 -JOB SECURITY	28
ARTICLE 29 -GENERAL CONDITIONS	28
ARTICLE 30 -PRESENT CONDITIONS AND BENEFITS	28
ARTICLE 31 - GENERAL.....	28
ARTICLE 32 -TERM OF AGREEMENT.....	29
RETURN TO WORK AGREEMENT	30
SCHEDULE "A"	33-37
SCHEDULE "B" BENEFIT PLAN.....	39
LETTER OF UNDERSTANDING RE: ON CALL - MECHANIC IS EXEMPT	43
LETTER OF UNDERSTANDING RE: MECHANIC WAGE RATE	49
MOA RE: APPRENTICESHIP PROGRAM	50

ARTICLE 1 - GENERAL PURPOSE

- 1.01** The parties agree that the general purpose of this Agreement is to promote the mutual interest of the Corporation and the employees covered by this agreement; to provide for efficient operation of the Corporation under methods that will further to the fullest extent possible the safety and welfare of the employees; and to guarantee the taxpayers of the Corporation efficient service; to provide orderly collective bargaining relations between the Corporation and the Union; and to maintain mutually satisfactory hours, salaries and working conditions for the employees covered by this Agreement.

ARTICLE 2 - EMPLOYER RIGHTS

- 2.01** The Union agrees that the Corporation has the exclusive right and power to manage the offices and departments, direct the working forces and hire, promote, transfer, demote, lay-off, suspend or discharge employees for just cause.
- 2.02** The Union agrees that the Corporation has the right to make and alter from time-to-time rules and regulations which do not conflict with the terms of this Agreement to be observed by the employees. Copies of amendments of such rules and regulations shall be posted on all bulletin boards.
- 2.03** The Corporation agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.
- 2.04** The parties agree that there shall be no lockouts, strikes, slowdowns or other stoppages of, or interference with, work which would cause any interruption of municipal services.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1490 as the sole and exclusive collective bargaining agency for all employees of the Corporation of the Township of Black River-Matheson, save and except Chief Administrative Officer, Clerk-Treasurer, Deputy Clerk, Deputy Treasurer and those above and including the rank of Director of Works and Operations, Recreation Director, Assistant Recreation Director, Museum Supervisor, Chief Building Official, Municipal Law Enforcement Officer, Economic Development Officer and Executive Assistant and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

- a) In the event that there is a job title change to a position that is exempted from the Bargaining Unit, Management will advise the Union in writing of the new job title.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.

3.03 No Other Agreements

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

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer and Union Shall Not Discriminate

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

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment, shall pay union dues to the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall pay union dues as a condition of continued employment, to the Union within thirty (30) days of employment with the Employer.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-off

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied in accordance with the Union constitution and/or by-laws, and owing by him to the Union.

6.02 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the National Secretary-Treasurer of the Union within ten (10) days of the deduction accompanied by two (2) lists of the names and addresses of all employees from whose wages the deductions have been made.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint newly hired union employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check off.

The Employer agrees that a Local Union representative will be given the opportunity to meet each newly hired union employee with a representative of the employer to be present once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed fifteen (15) minutes duration.

7.02 Copies of Agreement

On commencing employment, the Employer will provide the new employees with a copy of the Collective Agreement and shall introduce the new employee to the union steward or representative.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer (C.A.O.) or designate and the Secretary of the Union, and a copy shall be forwarded to the National Representative's office.

ARTICLE 9 - LABOUR MANAGEMENT RELATIONS

9.01 Representation

No individual employee 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 will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee in writing within seven (7) working days of the appointment of said members to this Committee.

9.03 Function of Bargaining Committee

All matters of mutual concern pertaining to collective bargaining shall be referred to the Bargaining Committee for discussion and settlement.

9.04 Representative of Canadian Union

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. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, at a time and place, mutually agreed to by both parties.

9.05 Time Off for Meetings

Any representative of the Union on the Bargaining Committee of the Labour Management Relations Committee who is in the employ of the Employer shall have the privilege of attending their Committee meetings held jointly between Management and the Union within working hours without loss of remuneration.

9.06 Labour Management Committee

During the term of the Collective Agreement, the Union Bargaining Committee may participate with representatives of Management to form a Labour Management Committee which may address issues as follows:

1. Constructive criticisms of all activities so that better relations shall exist between the Corporation and the employees.
2. Improving and extending services to the public.
3. Reviewing suggestions from employees relating to the operations of the Corporation.
4. Discuss processes for defining problems and suggest viable solutions and recommend such to their respective parties.
5. Overall work performance of employees (this does not include the work performance of a specific individual).
6. Operational problems and/or suggestions.

The Labour Management Committee will not address matters that are of an employee and/or grievance matter.

a) **Meetings**

- The Labour/Management Committee shall meet quarterly and/or at the request of either party and at a mutually agreed time and place. An Employer representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- Up to three (3) members of the Union Bargaining Committee shall not suffer any loss of pay for time spent at meetings of the Labour Management Committee.
- Minutes of each meeting of the Labour Management Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Copies of the minutes shall be distributed to the Committee members.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Employer Shall Notify Union

The Employer agrees that any by-laws or resolutions made by the Council dealing with conditions of employment and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and if thought necessary, of speaking to them when they are dealt with by the Council.

ARTICLE 11 - UNION COMMITTEES

11.01 The Corporation acknowledges the right of the Union to appoint committees. The Union shall advise the Corporation of the personnel serving of these committees within seven (7) working days of the appointment of said members to these committees.

- 11.02** The Union acknowledges that members of the committees have regular duties to perform on behalf of the Corporation. Such persons shall not leave their regular duties without receiving permission from their immediate supervisor, in order to attend a meeting with the Employer,
- 11.03** Where an employee has left their regular duties during working hours to attend a meeting with the Employer, and where the meeting terminates during working hours, the person shall report back to their immediate supervisor upon returning from that meeting, unless otherwise previously agreed to with their immediate supervisor.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01** Complaints and grievances shall be dealt with in the following manner and sequence. For purposes of this article, Saturdays, Sundays and paid holidays shall be excluded from the time designations.
- 12.02** **Stage 1**
The employee or employees accompanied by a steward shall take the matter up with the immediate supervisor within ten (10) working days of the alleged grievance. Failing settlement within seven (7) working days, then
- 12.03** **Stage 2**
The employee or employees accompanied by the Grievance Committee may take the matter up in writing with the Chief Administrative Officer or designate. Failing settlement within seven (7) working days, then
- 12.04** **Stage 3**
The matter may be referred to arbitration by giving written notice by registered mail to the other party within fifteen (15) working days.
- 12.05** **Group Grievances**
In case a group of employees have an alleged grievance, it shall be taken up by the Grievance Committee starting at Stage #1.
- 12.06** **General**
Any difference arising directly between the Union and the Corporation concerning the interpretation or violation of the terms or provisions of this Agreement may be submitted by either party to the other at Stage #2.
- 12.07** Any and all of the time limits fixed by this Article may at any time be extended by agreement in writing between the Corporation and the Union.

12.08 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE 13 - DISCHARGE AND DISCIPLINE CASES

- 13.01** If an employee is discharged or disciplined and if they believe that they have been unjustifiably discharged or disciplined, the employee may have their grievance taken up under the grievance procedure, starting at Stage 2, if presented in writing within seven (7) working days after the date of such discharge or discipline, and not otherwise. Such grievance may be disposed of by any arrangement which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board and all financial settlements resulting there from shall be made at rates applicable less amounts otherwise earned during the time lost.
- 13.02** Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview.
- 13.03** An employee shall have the right upon 24 hours notice to have access to and review their personnel record in the presence of their supervisor. They have the right to make copies of any material contained in this record. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any arbitration hearing of which the employee was not aware at the time of filing.
- 13.04** No discipline on file will be used against an employee after a period of eighteen (18) months of the alleged infraction.

ARTICLE 14 - ARBITRATION

- 14.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether it 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 to 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.

The two 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 an arbitrator, or if the two appointees fail to agree upon a chairman within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. 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 or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

- 14.02** Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expenses of the third party and any cost of the place of hearing of such arbitration, if and when the necessity arises. It is further agreed that the place of hearing of such arbitration shall be the Township Office, or such other place as may be mutually agreed by the parties hereto. There shall be no loss of pay or benefits for up to a maximum of four (4) employees to attend arbitration.

14.03 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive any formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

An arbitrator or arbitration board may extend the time for the taking of any step in the grievance procedure under this collective agreement (article 12), despite the expiration of the time limits, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

14.04 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises. This will not affect the ability of either party to apply for expedited arbitration under the current provisions of The Ontario Labour Relations Act.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's services commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards every six (6) months.

15.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

15.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee could only lose their seniority in the event the employee:

- 1) Is discharged for just cause and is not reinstated.
- 2) Resigns.
- 3) Is absent from work in excess of two (2) working days without sufficient cause without notifying the Employer. Unless notification was not reasonably possible.
- 4) Fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 5) Is laid off for a period longer than twelve (12) months.

15.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit for a period of one year but will not accumulate any further seniority. If such an employee later returns to the bargaining unit within the year, they shall be placed in a job consistent with their previous seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a vacancy occurs, or a new position is created, inside the bargaining unit, the Employer shall, within three (3) working days, post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore.

16.02 Information in Postings

Such notice shall contain the following information:
Nature of position - wage or salary rate or range.

16.03 No Outside Advertising

No outside advertisement for additional employees, except those employees excluded through Clause 3.01, shall be made until present employees have had a full opportunity to apply, unless mutually agreed upon by Union and Management in writing.

16.04 Recognition of Seniority

Both parties recognize:

- 1) the principle of promotion within the service of the Employer.
- 2) that job opportunity should increase in proportion to length of service.

16.05 Method of Making Appointments

Therefore, in making staff changes, transfers, or promotions, the applicant with the greatest seniority and having the ability to do the job shall be selected. Appointment shall be made as soon as posted position is available.

16.06 Trial Period

The successful applicant shall be placed on trial for a period not to exceed three (3) months. Conditional on satisfactory performance, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary rate for that position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary rate for that position.

16.07 Promotion Requiring Higher Qualification

In cases of promotion requiring higher qualification or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

16.08 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment, involving unionized employees.

16.09 Disabled Employees' Preference

An employee who has been incapacitated at their work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform their regular duties, could be employed in other work which they can do, without regard to other seniority provisions of this Agreement, except that such employee may not displace an employee with more seniority.

16.10 Job Training

The Employer will inaugurate and maintain a system of "on the job" training so that every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to their own. Accordingly, senior employees shall be allowed regular opportunities to learn the work of such position during the regular working hours by arranging with interested employees to exchange positions for temporary periods, without affecting the rate of the employees concerned.

16.11 Postings While on Vacation or Leave

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

ARTICLE 17 - LAY-OFFS AND RECALLS

17.01 Lay-off and Recall Procedure

Both parties recognize that job security should increase in proportion to length of seniority. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority providing they are qualified to do the work.

17.02 Should circumstances require a reduction in the working forces in the Public Works Department, temporary employees shall be laid off first, and then starting with those with the least seniority and ability to do the job. An employee who is to be laid off may use their seniority rights to displace a less senior employee, provided that the employee is qualified to do the work.

17.03 No New Employees

No new employees will be hired until those laid off have been given an opportunity for re-employment. Employees who are available will be contacted by telephone.

17.04 Notice of Lay-off

The Employer shall notify employees who are to be laid off in accordance with the Employment Standards Act R.S.O. 1996. If the employee laid off has not had the opportunity to work the full notice period specified above, they shall be paid in lieu of work for that part of the notice period during which work has not been available.

17.05 Grievance on Lay-offs

Grievance concerning lay-offs due to a reduction in the working force shall be initiated at Stage 2 of the grievance procedure.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 Hours of Work shall be as follows.

(a) **Public Works – Summer Operations** shall be from May 1st, to October 31st, eight (8) hours per day, Monday to Friday from 8:00 a.m. to 4:30 p.m., with one-half (1/2) hour unpaid time off for lunch.

i. **Public Works – Winter Operations** shall be from November 1st to April 30th, eight (8) hours workday between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday with one-half (1/2) hour unpaid time off for lunch.

ii. The schedule will be posted one (1) month in advance by Employer. The First schedule to be posted no later than October 1st. In the event a change is required to a posted work schedule and the Employer does not give sixteen (16) hours advance notice to employee from start time of said employee's rescheduled shift. If the Employer does not provide sixteen (16) hours advance notice to the employee, then all hours worked prior to employee scheduled start time shall be paid at the applicable overtime rate.

Example: Overtime start-time of 4:00 a.m. and regular scheduled shift of 6:00 a.m. to 2:30 p.m. Said employee may be requested by the Employer to go home at 12:00 p.m. after completing (8) eight hours of continuous work. Employees shall receive (2) two hours at applicable overtime rate and (6) six hours at the applicable straight time rate.

(b) **Recreation** The normal hours of work shall be established by the Employer on a monthly basis. Each employee shall not work more than forty (40) hours per week and shall be allowed two (2) consecutive rest days per week as designated by the employer. The 40 hours per week shall be considered as normal or straight time hours. The shift differential in Schedule "A" shall apply to arena employees. The Employer shall post a schedule for normal or straight time hours for arena employees at the end of each month to cover the subsequent month.

(c) **Office Staff** – The normal hours of work are 8:30 a.m. to 4:30 p.m., Monday to Friday, with a one (1) hour unpaid lunch break to be scheduled at the discretion of the Employer.

i. The Employer may schedule Office Staff to work one day per week between the hours of 6:00 a.m. to 6:00 p.m. and shall be considered a normal shift.

ii. The Employer shall post a schedule for normal or straight time hours at the end of each month for the subsequent month.

(d) All hours worked in excess of eight (8) hours at straight time will be as per Article 18.05. Overtime rates will be paid to employees who are requested to start their shift prior to regular hours for all hours worked prior to the commencement of the shift and employees must work their full regular shift.

(e) Seasonal Employees

- i. The Employer may hire up to two (2) seasonal employees between May 1st and October 31st.
- ii. The Employer may hire up to three (3) seasonal employees in Public Works between November 1st to April 30th and whose employment shall cease at the conclusion of the winter operations term, unless a further extension is mutually agreed to by the Union and the Employer.
- iii. Seasonal employees can be scheduled for up to five (5) consecutive days between Monday to Sunday for up to 40 hours per week at regular rates of pay. The workday shall be up to 8 hours per day. Any work performed in excess of 40 hours per week or over 8 hours per day shall be paid in accordance with the overtime provisions of the Collective Agreement. Seasonal employees can be scheduled on Saturday and Sunday and will be paid at the regular hourly rate until they have worked 40 hours.
- iv. Seasonal employees are paid in accordance with Schedule "A" of this Collective Agreement.
- v. In lieu of benefits, the employee shall receive seven percent (7%) of their hourly rate plus four percent (4%) vacation pay paid on a bi-weekly pay. A seasonal employee shall also be entitled to paid holidays in accordance with Article 19.01 that fall during the term of employment.
 - i. Seasonal employees with 5 years of service shall receive six percent (6%) vacation pay, paid on their bi-weekly pay in accordance with the Employment Standards Act of Ontario (E.S.A).
- vi. Seasonal employees shall accumulate seniority for hours worked and shall pay Union dues. Union dues shall be deducted from their bi-weekly pay.
- vii. Seasonal employees may be eligible to receive clothing and boot allowance as per Article 23.08

- viii. If a seasonal employee applies for and is the successful applicant for a posted position, upon completion of their probationary period, the employee will have their seniority date backdated to include all hours worked as a seasonal employee.
- ix. When the seasonal employees are working should it be necessary to call the full-time employees, the senior full-time employees would be assigned their normal duties and equipment.
- x. Unless specifically noted otherwise, no other Article of this Collective Agreement shall apply to seasonal employees.
- xi. Overtime shall be paid after when a seasonal employee works in excess of 40 hours in a work week.

(f) Students

- i. Students may be hired by the Employer and shall be restricted to perform labour duties and office duties only. Their hours of work shall be in accordance with the Department in which they are working.
- ii. Students shall be required to pay Union dues, which will be deducted from their bi-weekly pay. Unless specifically noted otherwise, no other Article of this Collective Agreement shall apply to students.
- iii. Students shall be paid 4% vacation pay on their bi-weekly pay in accordance with the E.S.A. Paid holidays will also be in accordance with the E.S.A. Students with five (5) years of service shall be paid 6% vacation pay on their bi-weekly pay in accordance with the E.S.A.
- iv. The Employer will supply designated students with the appropriate protective equipment required to perform their duties. Students will be required to provide their own green patch safety footwear if applicable.
- v. Overtime shall be paid after when a student works in excess of 40 hours in a work week.

(g) Temporary Employees

- i. Temporary employees may be hired for specific short-term jobs or to replace persons on sick leave, long term disability, W.S.I.B., maternity leave/parental leave and whose employment shall cease after 12 months unless a further extension of employment is mutually agreed upon by the union and the Employer.

- ii. Temporary employees shall receive 4% vacation pay paid out on their bi-weekly pay. Temporary employees with 5 years of service shall receive 6% vacation pay paid out on their biweekly pay. Paid holidays will be in accordance with the E.S.A. and any amendment made thereto.
 - iii. Temporary employees shall pay union dues and such dues will be deducted from their bi-weekly pay.
- (h) Notwithstanding the hours listed above for all staff, the Employer may schedule work from time to time based on the operational needs of the department between the hours of 6:00 a.m. and 6:00 p.m., Employees will be given notice of a change in their work schedule in accordance with the Collective Agreement.
- i. The employee from time to time may request to work flex hours between 6:00 a.m. and 6:00 p.m. subject to management's approval. Employees must provide their request to their supervisor in writing giving no less than 24 hours' notice.

18.02 Employees shall be entitled to one (1) fifteen-minute rest period each morning and afternoon at times to be mutually agreed upon by the employees covered by this agreement and the employer.

18.03 Minimum Hours

An employee reporting for work on their regular shift without being previously notified within 16 hours, shall be paid a minimum of four (4) hours pay.

18.04 Overtime Defined

All time worked in excess of the normal workday, the normal work week, or on a holiday, shall be considered overtime.

18.05 Overtime Rates

Overtime shall apply for work as follows:

- 1) Public Works, Recreation, all hours worked in excess of 8 hours per day or beyond 40 hours per week at time and one half their basic rate.
Office staff – On a regular workday or on a regularly scheduled day off:
All hours worked over and above a regular workday.
- 2) On a Sunday: two times the regular rate of pay for every hour worked.
- 3) On a holiday: two times the regular rate of pay for every hour worked in addition to their regular holiday pay.

18.06 No Lay-off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

18.07 Sharing of Overtime

- a) Overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available. A call out list which includes laid off employees will be posted on all bulletin boards.

18.08 Minimum Call Back Time

Public Works, Recreation. An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours at straight time, or at overtime rates for the actual hours worked, whichever is the greater.

Office staff -- An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours at overtime rates.

18.09 Time Off in Lieu of Overtime

Public Works, Recreation, instead of cash payment for overtime, an employee may receive time off at the appropriate overtime rate at a time agreed upon by the Employer. All overtime accumulated must be taken by November 1st of that year. Employees may only accumulate a maximum of eleven (11) working days at any one time in overtime, which may be used as paid lieu time at a later date.

ARTICLE 19 - HOLIDAYS

19.01 List of Holidays

The Employer recognizes the following as paid holidays:

- | | |
|----------------|------------------------|
| New Year's Day | Civic Holiday - August |
| January 2nd | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Family Day | |

19.02 Holidays Falling on Weekend

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

19.03 Employees must work the day before and the day after all holidays in Clause 19.01, excluding by reason of illness and unless properly excused by the Employer.

19.04 Holidays on Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

19.05 Public Works, Recreation, all holidays as set out in Clause 19.01 shall be for purpose of computing weekly overtime as hours worked. Example: If a holiday(s) as outlined in Clause 19.01 is observed during the work week, the work week then becomes a 32 or 24-hour work week, and all hours worked in excess of 32 or 24-hour work week, shall be deemed as overtime and paid in accordance to Clause 18.06.

Office staff – All holidays as set out in Clause 19.01 shall be for purpose of computing weekly overtime as hours worked. Example: If a holiday(s) as outlined in Clause 19.01 is observed during the work week, the work week then becomes a 28 or 21-hour work week and all hours worked in excess of 28 or 21-hour work week, shall be deemed as overtime and paid in accordance to Clause 18.06.

ARTICLE 20 VACATIONS

20.01 Length of Vacation

Management has the right to limit the number of people who are off on vacation at any one time.

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

Two (2) weeks	1 year or more
Three (3) weeks	3 years or more
Four (4) weeks	7 years or more - to 5 years or more
Five (5) weeks	13 years or more – to 10 years or more
Six (6) weeks	19 years or more to 15 years or more
Sic (6) weeks	18 years or more
Seven (7) weeks	28 years or more – to 20 years or more

Vacation entitlement shall be based on a calendar year rather than on an employee's anniversary date.

20.02 Holidays During Vacation

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

20.03 Vacation pay on Termination

An employee terminating their employment at any time in the calendar year before they have earned their vacation as required by clause 20.01 shall repay the employer the value of the unearned vacation which they were paid.

20.04 Unbroken Vacation Period

Vacation requests must be submitted to the Employer by March 31st in each year. The choice of the vacation period shall be governed by seniority. Any vacation request received after March 31st shall be considered on a first come basis regardless of seniority.

- a) An employee shall be entitled to receive (3) weeks vacation in an unbroken period. Vacation entitlement extending beyond three (3) weeks shall be granted in an unbroken period only if mutually agreed upon between the employees concerned and the Employer.
- b) Vacation time requests must be submitted 30 days prior to the required date of vacation.
- c) Management will advise employees in writing within ten (10) days after March 31st if their vacation request has been approved or denied.
- d) Vacation requests received after March 31st, will be responded to in writing within ten (10) days of the employee's vacation request being received if the vacation has been approved or denied.

20.05 Approved Leave of Absence During Vacation

Where an employee qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

20.06 Lost time for any reason beyond 4 months in a calendar year will result in vacation being prorated. EXAMPLE – an employee, who is entitled to six (6) weeks (30 days or 2.5 days per month) annual vacation is off for nine (9) months in a calendar year would have their vacation prorated after four (4) months i.e. for five (5) months at 2.5 days per month, for total of 12.5 days.

ARTICLE 21 – SICK/PERSONAL LEAVE PROVISIONS

21.01 Employees shall earn nine (9) days of sick/personal credits each calendar year. On January 1st of each year, the Employer shall deposit nine (9) days of sick/personal credits into the employee's sick bank in advance of earning them.

Employees requesting a personal day must request 48 hours advance notice in writing. Sick leave would not apply to the 48 hours' notice.

- a) Effective upon the date of hire, new employees will be allotted a pro-rated amount of sick days for their first year of employment based on their date of hire.
- b) If an employee's employment ends prior to December 31st, the Employer shall prorate the amount of sick/personal credits provided to the employee, and any time used over the prorated amount will be paid back to the Employer from the employee's final pay.
- c) The nine (9) days of sick/personal credits shall not be carried over into the next year. However, any unused days as of December 31st, may be placed into the employee's reserve bank, provided the reserve bank does not exceed thirty (30) days. Reserve days may be carried over year to year but may not exceed the maximum of thirty (30) days.
 - i) Reserve days may be used for the following purposes:
 1. Topping up Short Term Disability (STD) payments, Long Term Disability (LTD) payments, W.S.I.B and/or E.I Sick Benefits payment in accordance with terms and conditions of such plans. Such payments shall not exceed 100% of the employee's normal earnings.
 2. The employee must advise the Employer on writing that they wish to use their available reserve credits to top up their normal earnings.
 3. Employee's may use a maximum of nine (9) days from their reserve to cover the STD qualifying period (as identified in Article 21.02), provided that they first utilize their available sick/personal credits. Payment for the reserve days used during the STD qualifying period will only be made if the employee qualifies for and receives STD benefits.
- d) An employee shall report their absence to the Municipal Office by telephone or by any other means satisfactory to the Employer. Absences shall be reported at the beginning of the employee's shift and the employee shall indicate when they anticipate returning to work.

- e) An employee who is absent in excess of three (3) days shall provide the Employer upon their return to work, a medical certificate of Disability/Return to Work Form (attached to the Collective Agreement as Appendix A). The Medical certificate of Disability/Return to Work must be completed by the employee's medical doctor/specialist.
- f) If in the opinion of Chief Administrative Officer and/or designate, abuse is being made by continual absence on account of sickness for three (3) days or less by an employee, the Chief Administrative Officer and/or designate reserves the right to order that a Medical Certificate of Disability/Return to Work Form be completed for every future incident of absence due to illness/injury or as often as deemed appropriate by the Chief Administrative Officer, until such time the Chief Administrative Officer and/or designate advise otherwise.
- g) An employee who is absent due to illness/injury immediately prior to a Saturday or immediately following a Sunday, immediately before or after a paid holiday or immediately before or after vacation leave will be required to provide a medical certificate of Disability/Return to Work Form upon their return to work.
- h) Employees hired prior to 2005, and who have a balance of sick leave credits that they are eligible for buy out at fifty percent (50%) not to exceed five (5) months earning, shall have those credits frozen for pay out purposes. Such employees may draw from their frozen bank for the purpose of top up as outlined in Clause 21.01 (c) (i).
 - 1) Those employees described in (h) will receive 9 days of sick/personal credits as outlined in Clause 21.01. The employee will not be eligible to place any of their unused days into the reserve bank, unless their bank as outlined in Clause 21.01 (h) above goes below 30 days. Any new days placed in the reserve bank shall not be eligible for pay out.
- i) With the exception of Clause 21.01 (h) there shall be no pay out of sick/personal credits.

21.02 The Employer shall pay 100% of the premium to a benefit carrier to provide for a short-term disability plan (STD)

- a) Employees eligible for benefits under the STD plan will receive 75% of their weekly earnings to a maximum of \$750.00 per week, for a maximum of seventeen (17) weeks.
- b) Employees must use their available sick leave credits during the waiting period for STD. If the employee does not have any sick leave credits remaining in their bank, they may request to use any of their available vacation or banked time to get during the STD waiting period.
- c) Eligibility for STD is in accordance with the benefit carrier's terms and conditions.

- d) All terms and conditions of the benefit carrier shall apply.
- e) The Employer reserves the right to change benefit carriers and notice of such shall be provided to the Union in advance of any change.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance.

Subject to operational needs of the municipality, the Employer will allow a total of seven (7) days in one (1) calendar year for an employee to attend union training, with no loss of pay, with the union to reimburse the employee's wages to the municipality. Operational needs shall include snow ploughing and other emergencies such as, but not limited to, water main blockages/breaks, etc. Requests will not be unreasonably denied.

22.02 Union Conventions and Meetings

Leave of absence with no loss of pay, for three (3) days without loss of seniority, shall be granted, upon request to the Employer, to one employee elected or appointed to represent the Union at the Ontario Division Convention which is held once a year. The Employer shall further grant a leave of absence with no loss of pay for three (3) days without loss of seniority to attend the National Convention held once every two (2) years. Leave of absence without pay shall be granted to one (1) employee to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies up to a maximum of five (5) days per year.

22.03 Bereavement Leave

The Employer will grant four (4) consecutive working days leave of absence without loss of pay for employees to attend funerals of their immediate families to include spouse (including same sex or common-law spouse and conjugal relationships of more than 12 months), son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, spouse's grandchildren, stepson, stepdaughter, stepmother, stepfather, stepsister and stepbrother, aunt, uncle, niece and nephew.

Other special instances where a leave of absence may be requested will be considered by the Chief Administrative Officer or designate. An employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment.

22.04 Time Off for Elections

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial or municipal election without deduction from normal daily pay.

22.05 General Leave

The Employer may grant leave of absence without pay and with loss of seniority to any employee to a maximum of twelve (12) months requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

22.05 Maternity/Parental Leave

Leave of absence without loss of position and seniority will be granted in accordance with current maternity leave provisions as defined by the Employment Insurance Act. Seniority will continue to accrue for the employee while off on maternity and paternity leave.

22.06 Family Leave

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
- marriage of employee's child	- the day of the wedding
- birth of employee's child	- the day of the birth
- serious fire or flood in one's home	- three (3) working days
- moving one's household	- maximum of 1 day per year

22.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions.

23.02 Pay During Temporary Transfers

When an employee substitutes or performs the principle duties of a higher paying position for more than one (1) hour of continuous duration in one (1) day, said employee shall receive the rate of pay for the job for each hour worked in the higher paying position including the first hour. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

23.03 Meal Allowance

Where an employee is required to work overtime in excess of two (2) hours, after conclusion of the regular shift, they shall be provided a \$20.00 meal allowance. If the employee is called out with less than two (2) hours notice and works more than three hours, the standard meal allowance will be provided.

23.04 Educational Allowance

The Employer shall pay the full costs of any course of instruction required by the Employer for an employee to better qualify himself to perform the employee's job. Payment shall be made on successful completion of the course. The Employer shall pay the fees associated with an employee maintaining certifications required by the employer. This will include medical examinations, special driver's licenses, air endorsements, water and sewer certificates and mechanics license fees. Paid time off will be allowed for approved training or to maintain certifications and/or licenses.

23.05 Kilometer Allowance

Kilometer rates paid to employees using their own automobiles for the Employer's business shall be at a rate in effect at the time as approved by Council.

23.06 Clothing Allowance

The Employer shall supply coveralls and launder all coveralls at no cost to the employees designated by the Employer.

- a) The Employer will reimburse all employees designated by the Employer up to \$260.00 for boot allowance, once a year the following provided the employee provides a bona fide receipt.
- b) The Employer will provide the following clothing to employees designated by the Employer:
 - One (1) Winter Coat – once per contract if required
 - One (1) Summer Coat – once per contract if required
 - One (1) pair of Ski Pants – once per contract if required
 - One (1) pair of safety overalls – once per contract
 - Two (2) pairs of working coveralls for Mechanics – once per contract or as required and approved by the department's Director
 - Two (2) pairs of working coveralls for those employees in Public Works that have been designated by the Employer – once per contract
 - Two (2) long sleeved safety shirts with reflective strips – annually per contract
 - One (1) rain suit – once per contract
 - Work gloves as needed – per contract
- c) Employee shall be required to wear the work clothing provided, and such clothing shall be kept in good condition and cleaned on a regular basis.
- d) An employee who is on a leave of absence, shall not receive a clothing or boot allowance until such time the employee returns to work.

23.07 Medical Certificates

If the Employer requires a medical/sick leave certificate other than required in Article 21, and the Doctor charges the employee for such certificate outside of OHIP, the Employer shall reimburse the employee for the reasonable cost of the certificate.

23.08 Gym Membership

All employees will be entitled to a fifty percent (50%) reduction in the cost of an annual gym membership at the Vern Miller Memorial Community Centre. To be eligible, the employee must renew their membership in January of each year of the term of the Collective Agreement.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior agreement with the Union.

24.02 Changes in Classifications

When the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified or when any position not covered by Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the union. If the parties are unable to agree on the reclassifications and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 25 - BENEFITS

25.01 Pension

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

25.02 Group Insurance

The employer shall pay 100% of current premiums to a benefit carrier for group benefits listed on Schedule "B". All terms and conditions of the benefits listed in Schedule "B" shall be in accordance with the terms and conditions, policies and regulations of the benefit carrier.

25.03 Ontario Health Insurance Plan

The Employer shall pay 100% of the total employees' costs.

25.04 For employees off work due to LTD, the Employer will pay the premiums to the benefit carrier for all of the benefits for the first two (2) years the employee is absent and in receipt of LTD payments. An employee's eligibility for benefits are in accordance with the terms and conditions of the benefit carrier shall apply.

For LTD, disability is for two (2) years for own occupation, and after that, two (2) years for any occupation for which the employee may be qualified or trained.

25.05 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on the shift.

25.06 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

ARTICLE 26 - RETIREE BENEFITS

26.01 The Employer agrees to pay premiums to a benefit carrier for a retiree benefits plan as outlined below, provided the employee retires at age sixty (60) and has at least twenty-five (25) years of service. Such benefits will cease at the end of the month when the employee turns sixty-five (65), or at death, whichever occurs first.

- Life insurance of \$10,000.
- Drug Coverage as per the benefit carriers plan
- Dental Coverage as per the benefit carriers plan
- Vision Care - \$400.00 per 24-month period (includes the cost required eye exams)

(a) All terms and conditions shall be in accordance with benefit carrier's rules, policies and regulations.

ARTICLE 27 - TECHNOLOGICAL AND OTHER CHANGES

27.01 No Dismissals

No regular employee shall be dismissed by the Employer because of mechanization or technological changes.

27.02 Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a period, not to exceed one year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employees and no reduction in pay upon being reclassified in the new position.

27.03 No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 28 - JOB SECURITY

28.01 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work and services presently performed by the members of the bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employee(s) where such contracting out results in loss of earnings, loss of normal overtime opportunities, reduction in regular hours of work, demotion, reclassification, transfer, discharge or lay-off of any employee(s). In no instance shall the use of contractors reduce the complement of Local 1490 below sixteen (16) employees.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Bulletin Boards

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

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive and possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 31 - GENERAL

31.01 Any benefits which presently exist and may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall remain in effect and shall be deemed to be a part of this Agreement and shall be appended thereto.

ARTICLE 32 - TERMS OF AGREEMENT

32.01 Effective Date

This Agreement shall be binding and remain in effect from the 1st day of April 2023 to the 31st day of March 2027. If either party wishes to renew or amend this agreement they shall give written notice to the other party between the period of 30 days to 90 days prior to the termination of the agreement. Once written notice is given by either party, the parties will communicate with each other to set negotiation dates and shall negotiate in a timely manner and in good faith in order to enter into a replacement collective agreement.

Economic wage increases shall be as follows:

- April 1, 2023 - 4% wage increase
- April 1, 2024 - 4% wage increase
- April 1, 2025 - 3% wage increase
- April 1, 2026 - 3% wage increase

Retroactivity for the April 1st, 2023, increase to be paid to those employees who are actively employed with the Township as of April 1st, 2023.

32.02 Schedule "B" attached hereto shall form part of this agreement.

DATED THIS 11 DAY OF December, 2024.

SIGNED ON BEHALF OF:

**CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 1490**

Tammy Robinson
Tammy Robinson (Dec 11, 2024 11:00 EST)

Bill Graham
Bill Graham (Dec 11, 2024 14:39 EST)

SIGNED ON BEHALF OF:

**THE TOWNSHIP OF
BLACK RIVER-MATHESON**

Sonya Larsen
Sonya Larsen (Dec 11, 2024 13:40 EST)

James Lefebvre
James Lefebvre (Dec 11, 2024 16:08 EST)

**RETURN TO WORK AGREEMENT
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1490**

(the Union)

-and-

**TOWNSHIP OF BLACK RIVER
MATHESON**

(the Employer)

WHEREAS the parties have reached a Memorandum of Settlement, and subject to successful ratification by the Union, the employees in the bargaining unit will return to work and the Employer will resume normal operations;

AND WHEREAS the parties are desirous of establishing a process by which bargaining unit employees will return to the workplace;

NOW THEREFORE, the parties agree to the following terms with respect to bargaining unit employees:

1. All bargaining unit employees not presently at work, will return to work on May 15, 2024.
2. Normal payroll and benefit contributions will resume as of May 15, 2024. The last Union benefits contribution payment shall be May 14, 2024. The payment will be prorated to reflect May 14, 2024.
3. On May 15, 2024, Public works employees shall report to work at the regular start time, Office Employees shall report to work at 8:30 am and Arena Employees shall return to work in accordance with a schedule determined by the Employer and communicated to them by their Supervisor no later than May 13, 2024.
4. Any bargaining unit employee unable to return and perform their duties on the return date for reasons of illness, bereavement, or parental leave, shall provide the Employer with proof to confirm their leave request. If any employee is unable to return to work for another reason covered by the Employment Standards Act, they are to contact Cassandra Child directly and provide the reason.
5. Any bargaining unit employee unable to return to work for reasons of injury that occurred while employed elsewhere, shall be given an unpaid leave of absence until such time they are able to return to work and perform their full duties. The employee shall provide medical documentation if requested by the Employer.
6. For any employee who was on sick leave prior to the commencement of the lock out/strike and who remained sick during the entirety of the work stoppage, the lockout/strike period shall not be counted towards their entitlement to sick leave benefits and, upon the return-to-work date shall continue to collect benefits provided they supply medical documentation satisfactory to the employer that they cannot return to work. The parties agree there will be no pro-ration of employees' 2023 or 2024 sick/personal leave allocation set out in Article 21.

7. Employees on approved leaves of absence or sick leave prior to the commencement of the work stoppage shall return to work at the end of such leave or on their return-to-work date pursuant to this agreement, whichever date is later.
8. With the exception of OMERS, full-time employees will suffer no break or loss of seniority or service by virtue of an employee's absence during the lockout/strike period. For greater clarity, employees will be deemed to have unbroken service between October 15, 2023, and May 15, 2024, unless the terms of this provision are not permitted by law (for example, for purposes of accumulating hours for Employment Insurance). Those employees who returned to work prior to May 15, 2024, will also have no break in seniority or service.
9. The Employer will resume responsibility for the cost of benefit coverage effective May 15, 2024. If the Union has provided benefit premiums beyond May 15, 2024, the Employer will reimburse the appropriate amount to C.U.P.E.
10. The Employer and the Union agree that there will be no discrimination, intimidation, interference, discipline or reprisal respecting a bargaining unit employee's participation or lack thereof, in the recent collective bargaining and the labour dispute which resulted in the lock out/strike. This protection shall apply particularly to those who picketed regularly and those who crossed the picket line and returned to work.
11. Following ratification of the Collective Agreement, for matters related to activities during the labour dispute from October 15, 2023, to the date of ratification, the Employer and CUPE shall not initiate any new, and will seek to withdraw and terminate all: existing legal proceedings, complaints under the Union Constitution and /or By-Laws, and Labour Board applications.
 - a. Without limiting the foregoing list, it includes applications for judicial review, trespass notices, injunctive proceedings, actions, proceedings for interim relief, investigations respecting picketing line or any other misconduct and any claims against any employee, including but not limited to an employee who crossed the picket line and returned to work, and an employee who engaged in picketing.
 - b. These undertakings shall apply equally to any Company or contractor who performed work of the bargaining unit for the Employer.
 - c. Withdrawal and termination of any proceedings referred to above will be without costs or damages or any other relief against the other party and/or any locked out/striking employee.
 - d. Disputes about matters arising after the date of ratification concerning the interpretation, application or alleged violation of the collective agreement shall be referable to the grievance and arbitration provisions of the collective agreement.
12. All locked-out/striking employees covered by the pension plan, if the plan permits, may purchase their broken/credited service during the period between October 15, 2023, and the May 15, 2024 (or any portion of that period), consistent with the plan's rules and requirements.
13. In the event of discipline or discharge of an employee within six (6) months of signing this Agreement, a grievance concerning same may be referred on an expedited basis to a mutually agreeable arbitrator. A precondition shall be written notification to the other party and a waiting period of 12 calendar days to permit discussion and resolution.

14. The parties agree this Agreement constitutes a settlement of a proceeding within the meaning of section 96(7) of the *Labour Relations Act, 1995*. Either party may make a complaint that the other party has not complied with any of the terms of this Agreement and such complaint shall be deemed to be a complaint under section 96(1) of the *Labour Relations Act, 1995*. The parties agree that the panel of the OLRB who will hear and be seized of any such complaint will be the Chair – Brian O’Byrne. The parties agree to expedite any such proceedings and agree the Board may make interim orders as it deems appropriate.
15. The Employer confirms that persons or contractors hired or retained by the Employer during the lock-out/strike, to perform bargaining unit work shall be released from their bargaining unit duties by May 15, 2024.
16. Any banked pay in banks as of October 15, 2023, will be paid out within 60 days upon ratification.
17. Any employee entitled to boot allowance in 2023 who can present their receipt, shall provide such to the Finance Department for reimbursement in accordance with the Collective Agreement.
18. Vacation issues will be addressed as follows:
- a. Any employees with unused earned vacation pay during 2023, shall be paid out within 60 days upon ratification. There shall be no vacation pay pro-rata for 2023.
 - b. The paid portion of an employee’s 2024 vacation will be prorated from January 1, 2024, to February 29, 2024, meaning the employees’ vacation paid time will be based on 10 months out of 12.
 - c. Employees will be notified by May 22, 2024, of what their vacation entitlements are and what their vacation pay is remaining/earned.

Tammy Robinson
Tammy Robinson (Dec 11, 2024 11:00 EST)

Sonya Larsen
Sonya Larsen (Dec 11, 2024 13:41 EST)

Bill Graham
Bill Graham (Dec 11, 2024 14:39 EST)

James Lefebvre
James Lefebvre (Dec 11, 2024 16:08 EST)

SCHEDULE "A" – WAGE SCHEDULE – APRIL 1, 2023

Classification	Start Rate	Step 1	Step 2	Step 3
		6mths. After Start	6mths. After Step 1	6mths. After Step 2
General Working Foreman	\$30.77	\$31.26	\$31.74	\$32.70
Licensed Mechanic	\$35.10	\$35.57	\$36.03	\$36.96
Utility Lead Hand	\$29.16	\$29.62	\$30.08	\$30.99
Utility Person	\$28.49	\$28.93	\$29.36	\$30.24
Heavy Equipment				
Grader Operator	\$28.36	\$28.81	\$29.25	\$30.14
Loader Operator	\$28.00	\$28.43	\$28.86	\$29.72
Backhoe Operator	\$28.00	\$28.43	\$28.86	\$29.72
Equipment Operator				
Light Truck Driver	\$27.20	\$27.62	\$28.04	\$28.89
Arena				
Recreation Working Maintenance Foreman	\$27.89	\$28.32	\$28.75	\$29.61
Arena Maintenance	\$27.20	\$27.62	\$28.04	\$28.89
Arena Attendant Probationary	\$26.26	\$26.67	\$27.08	\$27.90
General				
Labour	\$26.88	\$27.31	\$27.73	\$28.58
Labour Probationary	\$26.28	\$26.69	\$27.10	\$27.91
Office Staff				
Typist Clerk	\$27.92	\$28.21	\$28.50	\$29.07
Clerk Typist II	\$27.28	\$27.55	\$27.81	\$28.35
Jr. Accountant	\$28.79	\$29.06	\$29.33	\$29.88
Public Works Clerk (40 hours per week)	\$28.95	\$29.22	\$29.49	\$30.02
Sr. Accountant	\$29.90	\$30.18	\$30.46	\$31.01
Administrative Assistant	\$28.19	\$28.46	\$28.72	\$29.26

Student	01-Apr-23
	\$15.30

The above adjustments to wage rates are inclusive of and shall form part of any pay equity adjustment which may be subsequently found to be owing.

Student rates of \$14.00 per hour. in accordance with E.S.A. The economic increases as stated in Article 32.01 shall apply to students.

The employer agrees to pay up to four (4) employees, designated by the employer, who are fully certified by the ministry of the environment, the utility person rate when they perform utility work.

SCHEDULE "A" – WAGE SCHEDULE – APRIL 1, 2024

Classification	Start Rate	Step 1	Step 2	Step 3
		6 mths	6 mths	6 mths
		after start	after Step 1	after Step
General Working Foreman	32.00	32.64	33.29	33.96
Licensed Mechanic	45.00	45.90	46.82	47.75
Apprentice Mechanic	1 st year 29.25			
	2 nd year 31.50			
	3 rd year 36.00			
	4 th year 40.50			
Utility Lead Hand	30.33	30.94	31.56	32.19
Utility Person	29.63	30.22	30.83	31.44
Heavy Equipment				
Grader Operator	29.49	30.08	30.68	31.30
Loader Operator	29.12	29.70	30.30	30.90
Backhoe Operator	29.12	29.70	30.30	30.90
Equipment Operator				
Light Truck Driver	28.29	28.86	29.43	30.02
Arena				
Recreation Working Maintenance Foreman	29.01	29.59	30.18	30.79
Arena Maintenance	28.29	28.86	29.43	30.02
Arena Attendant Probationary	27.31	27.86	28.41	28.98
General				
Labourer	27.96	28.52	29.09	29.67
Labourer Probationary	27.33	27.88	28.43	29.00
Office Staff				
Typist Clerk	29.04	29.62	30.21	30.82
Clerk Typist 11	28.37	28.94	29.52	30.11
Junior Accountant	29.94	30.54	31.15	31.77
Public Works Clerk (40 hours per week)	30.11	30.71	31.33	31.95
Senior Accountant	31.10	31.72	32.36	33.00
Administrative Assistant	29.32	29.91	30.50	31.11

Student	01-Apr-24
	\$18.00

SCHEDULE "A" – WAGE SCHEDULE – APRIL 1, 2025

Classification	Start Rate	Step 1	Step 2	Step 3
		6 mths	6 mths	6 mths
		after start	after Step 1	after Step
General Working Foreman	32.96	33.62	34.29	34.98
Licensed Mechanic	46.80	47.74	48.69	49.66
Apprentice Mechanic	1 st year 30.42			
	2 nd year 32.76			
	3 rd year 37.44			
	4 th year 42.12			
Utility Lead Hand	31.24	31.86	32.50	33.15
Utility Person	30.52	31.13	31.75	32.39
Heavy Equipment				
Grader Operator	30.37	30.98	31.60	32.23
Loader Operator	29.99	30.59	31.20	31.83
Backhoe Operator	29.99	30.59	31.20	31.83
Equipment Operator				
Light Truck Driver	29.14	29.72	30.32	30.92
Arena				
Recreation Working Maintenance Foreman	29.88	30.48	31.09	31.71
Arena Maintenance	29.14	29.72	30.32	30.92
Arena Attendant Probationary	28.13	28.69	29.27	29.85
General				
Labourer	28.80	29.38	29.96	30.56
Labourer Probationary	28.15	28.71	29.29	29.87
Office Staff				
Typist Clerk	29.91	30.51	31.12	31.74
Clerk Typist 11	29.22	29.80	30.40	31.01
Junior Accountant	30.84	31.46	32.09	32.73
Public Works Clerk (40 hours per week)	31.01	31.63	32.26	32.91
Senior Accountant	32.03	32.67	33.32	33.99
Administrative Assistant	30.20	30.80	31.42	32.05

Student	01-Apr-25
	\$18.54

SCHEDULE "A" – WAGE SCHEDULE – APRIL 1, 2026

Classification	Start Rate	Step 1	Step 2	Step 3
		6 mths after start	6 mths after Step 1	6 mths after Step
General Working Foreman	33.95	34.63	35.32	36.03
Licensed Mechanic	48.20	49.16	50.15	51.15
Apprentice Mechanic	1 st year 31.33			
	2 nd year 33.74			
	3 rd year 38.56			
	4 th year 43.38			
Utility Lead Hand	32.18	32.82	33.48	34.15
Utility Person	31.44	32.07	32.71	33.36
Heavy Equipment				
Grader Operator	31.28	31.91	32.54	33.19
Loader Operator	30.89	31.51	32.14	32.78
Backhoe Operator	30.89	31.51	32.14	32.78
Equipment Operator				
Light Truck Driver	30.01	30.61	31.22	31.85
Arena				
Recreation Working Maintenance Foreman	30.78	31.40	32.02	32.66
Arena Maintenance	30.01	30.61	31.22	31.85
Arena Attendant Probationary	28.97	29.55	30.14	30.74
General				
Labourer	29.64	30.23	30.84	31.45
Labourer Probationary	28.99	29.57	30.16	30.76
Office Staff				
Typist Clerk	30.81	31.43	32.05	32.70
Clerk Typist 11	30.10	30.70	31.32	31.94
Junior Accountant	30.96	31.58	32.21	32.85
Public Works Clerk (40 hours per week)	31.94	32.58	33.23	33.89
Senior Accountant	32.99	33.65	34.32	35.01
Administrative Assistant	31.11	31.73	32.37	33.01

Student	01-Apr-26
	\$19.01

SHIFT DIFFERENTIAL

Effective on signing agreement, any employee working between the hours of 7:00 p.m. and 7:00 a.m. shall be paid a premium of \$1.00 per hour over and above their regular rate of pay for all hours worked, excluding all overtime hours worked at overtime rates.

The above adjustments to wage rates are inclusive of and shall form part of any pay equity adjustment which may be subsequently found to be owing.

SCHEDULE "B"
EMPLOYEE BENEFIT PLAN

Effective on signing the agreement, the Employer may change carriers at their discretion provided the benefits are mutually agreed upon with the Union. Any savings on reduced premiums by changing carrier shall not be an issue between the Employer and the Union.

For Retiree Benefits, refer to Article 26 of the Collective Agreement.

LIFE INSURANCE - INSURED PERSON ONLY

Amount of insurance:

2 times your annual salary as determined by the policyholder.

Any amount of insurance not an exact multiple of \$1,000 is adjusted to the next higher multiple of \$1,000.

Maximum amount: \$80,000.00

An employee who works beyond the age of sixty-five (65) shall have their life insurance reduced to the lesser of 50% or to \$25,000 on their sixty-fifth (65th) birthday. Life insurance will be discontinued when the employee retires or turns seventy (70) years of age, whichever occurs first.

LIFE INSURANCE - INSURED DEPENDENT

Class of Insurance Dependents

Amount of Insurance

Spouse

\$10,000.00

Each dependent child

\$5,000.00

With each employee to pay the premium cost increase on a monthly basis by pay roll deduction.

For clarity purposes:

Employees will be responsible for the premium cost difference between the base rate of \$5,000.00 for spouse and the newly negotiated rate of \$10,000.00 and the base rate of \$2,500.00 for dependants and the newly negotiated rate of \$5,000.00.

Children covered to age 18, or 25 if attending school full time.

On the earliest of your 70th birthday or the date of your retirement, dependent life insurance will be discontinued.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS
INSURED PERSON ONLY

An amount equal to the amount of your life insurance.

Insurance for death or dismemberment by accidental means is reduced at the same time and on the same basis as your life insurance.

On the earlier of your 70th birthday or the date of your retirement, insurance for death or dismemberment by accidental means will be discontinued.

LONG TERM DISABILITY INSURANCE - INSURED PERSON ONLY

Monthly benefit amount:

66 2/3% of your basic monthly earnings, as determined by the policyholder, up to a maximum monthly benefit of \$2,500.00.

Waiting period before benefits begin: 17 weeks.

On the earlier of your 65th birthday or the date of your retirement, long term disability insurance will be discontinued.

HEALTH CARE INSURANCE - EACH INSURED PERSON OR INSURED DEPENDENT

Co-insurance: Plan pay 100% of all covered expenses.

Pharmaceutical card system:

Plan pay 100% of prescription drug charges over the \$2.00 deductible amount for each prescription drug or refill.

Maximum hospital room and board daily benefit:

The hospital's most common semi-private room rate.

Maximum hearing aid benefit:

\$600.00 in any 5-year period.

Maximum vision care benefit:

\$400.00 over a 24-month period (includes the cost of required eye exams).

Increase the medical supply benefit for disabled dependents from \$1,000 to \$1,500 annually.

Deductible amount: No deductible

On the earlier of your 70th birthday or the date of your retirement, health care insurance will be discontinued.

DENTAL CARE INSURANCE - EACH INSURED PERSON OR INSURED DEPENDENT

Applicable fee guide:

Current general practitioners' fee guide for province of residence. The employee and their spouse are limited to a 12-month recall limit. Children (18 years or younger) are limited to a 6-month recall.

Plan pays according to the following:

<u>Classification of Dental Procedure</u>	<u>Co-insurance</u>
Services Diagnostic - Preventive - Minor Restorative - Extractions Anesthesia - Denture repairs, relining, rebasing and tissue conditioning	100%
Services Endontic - Periodontic Major surgical	100%
Removable prosthodontics	50%
Orthodontics services	50%
Major restorative Fixed prosthodontics	50%

Maximum benefit:

\$1,500.00 per calendar year for your and each insured dependent for removable prosthodontics and major restorative - fixed prosthodontics.

Maximum benefit:

\$1,500.00 per lifetime for each eligible insured dependent child for orthodontics.

Deductible amount: No deductible

On the earlier of your 70th birthday or the date of your retirement, dental care insurance will be discontinued.

Paramedical

The parties agree to amend the paramedical coverage as follows effective the first month following ratification:

- Delete Social Worker
- Reduce Acupuncturist from \$300 to \$100

- Increase Naturopath to \$400
- Increase Osteopath to \$400
- Increase Chiropractic to \$400
- Increase Podiatrist to \$400
- Increase Psychologist to \$500
- Increase Speech, Physio and Occupational therapist to \$400
- Increase Massage to \$400
- Increase major dental to \$1500

DATED THIS 11 DAY OF December, 2024.

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1490**

Tammy Robinson
Tammy Robinson (Dec 11, 2024 11:00 EST)

Bill Graham
Bill Graham (Dec 11, 2024 14:39 EST)

SIGNED ON BEHALF of:

**THE TOWNSHIP OF BLACK RIVER-
MATHESON**

Sonya Larsen
Sonya Larsen (Dec 11, 2024 13:40 EST)

James Lefebvre
James Lefebvre (Dec 11, 2024 16:08 EST)

LETTER OF UNDERSTANDING

BETWEEN

The Corporation of the Township of Black River-Matheson
(Hereinafter referred to as the Township)

AND

The Canadian Union of Public Employees Local # 1490
(Hereinafter referred to as the Union)

RE: On Call – mechanic is exempt

1. On call shall be rotated between all Public Works employees who have worked within the Public Works Department for six (6) months.
2. On call shall commence at the end of shift on Monday and end at the beginning of the shift on the following Monday.
3. During on call, the scheduled employee must, carry the on-call phone for emergencies. (It is the employee's responsibility to ensure the phone is charged and operable.) A truck will be available for pick-up at the Public Works shop located on Vimy Ridge Road.
4. While on call, the employee shall be within the cellular telephone range and shall attend any and all emergencies (unless deemed unnecessary by Manager or CAO) within thirty (30) minutes of receiving a call out.
5. While on call the employee shall abstain from consuming alcohol or taking any drugs (medical or otherwise) which may affect alertness and decision-making abilities. When an employee is taking medication which prevents him/her from performing their on-call duties, the employee shall produce a properly completed functional abilities form which includes a prognosis.
6. An employee shall not have other individuals patrolling with them when on call, or when responding to an on-call situation. This article does not apply when another employee has been approved by Management to tag along when patrolling (for training purposes) or is required to assist with the on-call situation.

ON-CALL DUTIES (WINTER OPERATIONS) November 1st to April 30th

- Document all incoming calls, complaints, findings, actions and emergencies.
- If sewer blockage on a private line, provide homeowner with sewer tape only if homeowner accepts responsibility to pay applicable rates.

- Perform onsite inspections when required and assess situation. (Does the emergency require traffic protection, can the work wait until the next business day, are people directly affected by the problem, is a supervisor required onsite to assess the situation and oversee work, what tools or equipment are required, are supplies in stock).
 - Contact the **Director of Works and Operations** and report findings and results. (If the Manager is unavailable then leave a detailed message for the Manager and proceed with the work documenting all events and conditions. Should the Manager be on vacation, the on-call employee shall report to the CAO or designate).
 - Address the situation (as per Manager's instructions or if unavailable to the best of employee's ability).
 - Call out- additional crew as per Manager's instructions or as required.
 - Participate as one of the crew members to remedy the immediate emergency.

- Monitor weather conditions and document (every eight hours minimum with increased frequency during severe weather changing conditions) weather in the on-call log.
 - Date, time of input, temperature, snow accumulation, winds, sky conditions, rain accumulation, fog, hail, sleet, etc.
 - When weather conditions will require resources to be deployed earlier than regular scheduled shift, contact Supervisor with details and book early call out as instructed by supervisor.
 - Perform road inspections (as per Minimum Maintenance Standards) and a minimum of two (2) hours per day covering a minimum of three (3) townships per inspection and a minimum of 40 km.

- Additional inspections may be required:
 - When winds may have created drifted snow making any year-round roads less than 16' wide,
 - When snow accumulation is 3",
 - When rain has created an icy roadway, street or sidewalk.
 - Following a complaint for washout, drifting snow, accumulated snow.
 - Following an accident resulting in reported damage or death or any other urgent occurrence. (Must be reported to **Director of Works and Operations** and the CAO or designate)
 - The on-call duties will be performed with a public works half-ton but in the event weather conditions require snow ploughing, an on-call employee can be assigned after reporting to the Manager. The half-ton is for works duties only and not for personal use.

Report all weekend activity and notes to the Director of Works and Operations on the first business day following the weekend.

Employees may not trade their on-call shift with another employee unless approved by Management in writing.

Employees may only give away, trade or accept four (4) on call shifts in the calendar year. Management may consider additional requests for an on-call shift trade for urgent emergency matter.

The employee may only trade an on-call shift with an active employee who is on the on-call list, and who is qualified (including proper licensing) to perform the work. Management will keep the on-call list updated. In the event the employee cannot find another qualified employee to switch an on-call shift, then the request for such change will be denied.

Requests for on-call shift changes must be provided in writing to the Manager no less than four (4) weeks in advance of the scheduled shift.

The employee making the request to trade an on-call shift, must advise the Manager/Supervisor in writing of the employee who has accepted the trade. The employee who has accepted the trade must also advise the Manager/Supervisor of their agreement to trade an on-call shift.

If the trade for an on-call shift will affect the employee's total hours of work (as per the Hours of Work legislation), Management will deny the trade request.

With the exceptions listed herein, an employee cannot refuse to work their on-call shift.

The Mechanic is exempt from on call but may be called out as follows:

-The Mechanic may be called out for snowplowing activities during November 1st until May 1st. Understanding that depending on weather winter control may start and/or end earlier depending on weather conditions.

-The Mechanic may only be called out between the hours of 2:20 p.m. and 11:00 p.m., Monday to Thursday, and 230 p.m. Friday to 11:00 p.m. on Sunday.

- Mechanic duties will be the priority and therefore Management has the right to pull him off of snowplowing activities should the need arise.

ON-CALL DUTIES (SUMMER OPERATIONS) May 1st to October 31st

- Document all incoming calls, complaints, findings, actions and emergencies If sewer blockage on a private line, provide homeowner with sewer tape only if homeowner accepts responsibility to pay applicable rates.
- Perform onsite inspections when required and assess situation. (Does the emergency require traffic protection, can the work wait until the next business day, are people directly affected by the problem, is a supervisor required onsite to assess the situation and oversee work, what tools or equipment are required, are supplies in stock).
 - Contact the **Director of Works and Operations** and report findings and results. (If the Manager is unavailable then leave a detailed message for the Manager and proceed with the work documenting all events and conditions).
 - Address the situation (as per Manager's instructions or if unavailable to the best of employee ability).

- Call out- additional crew as per Manager's instructions or as required.
- Participate as one of the crew members to remedy the immediate emergency.
- Monitor weather conditions and document (every eight hours minimum with increased frequency during severe weather changing conditions) weather in the on-call log.
 - Date, time of input, temperature, winds, sky conditions, rain accumulation, fog, hail, sleet, etc.
 - When weather conditions will require resources to be deployed earlier than regular scheduled shift, contact Supervisor with details and book early call out as instructed by supervisor.
- Perform road inspections (as per Minimum Maintenance Standards)
 - Following a complaint for washout, accident resulting in reported damage or death or any other unexpected occurrence.
- A half-ton will be available at the Public Works Shop to perform on-call duties. Half-ton for work duties only and not for any personal use.

SCHEDULING

- The on-call schedule will be posted in the lunchroom of the Public Works Department and with the CAO or designate.
- The first schedule shall be booked and posted for a three-month period and for six-month periods thereafter.
- On call times will be rotated amongst the approved employees.
- No employee shall change their on-call times without the prior consent of the Manager

COMPENSATION

- The on-call employee will be compensated for their on-call duties on the applicable pay period.
- For payroll purposes, daily time sheets must show which employee was on call.
- When the on-call employee performs road inspections (due to severe weather conditions), or respond to urgent situations/investigations, the employee will be paid at a rate of time and one half their regular rate of pay (Mon -Saturday) or double time (Sun) or four hours pay (which ever is greater).
- In the event of a long weekend (including either a Monday or Friday) the on-call employee will be compensated for the additional day worked.
- On call shall be compensated as follows:
 - at the rate of \$ 1.00 per hour for weekday on call (Monday 8:00 a.m. to Friday 4:29 p.m.) when not being compensated otherwise.
 - And

At the rate of \$1.25 per hour for weekend hours on call (Friday 4:30 p.m. to Monday 7:59 a.m.) when not being compensated otherwise.

And

One (1) day off with pay for each week of on call time accumulated, subject to the operational needs of the municipality. If the day off with pay is not taken within eight (8) weeks of being earned, the employer reserves the right to pay it out.

DATED THIS 11 ... DAY OF December, 2024.

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1490**

Tammy Robinson
Tammy Robinson (Dec 11, 2024 11:01)

Bill Graham
Bill Graham (Dec 11, 2024 14:39 EST)

**THE TOWNSHIP OF BLACK RIVER-
MATHESON**

Sonya Larsen
Sonya Larsen (Dec 11, 2024 13:40 EST)

JL
James Lefebvre (Dec 11, 2024 16:08 EST)

nc/cope 491

Letter Of Understanding

Between

**CUPE and its Local 1490
('the Union)**

And

**The Township of Black River Matheson
('the Employer')**

Without Prejudice or Precedent

RE: Mechanic Wage Rate

The parties agree to amend Schedule A Mechanic wage rate:

- 1) The parties agree to implement a change to hourly rate of pay for the Mechanic classification to \$45.00 per hour at start rate and increase incrementally in accordance with the Collective Agreement.
- 2) The parties agree to implement this change for the term of the Collective Agreement.

Signed this day of 11/12/24

For the Employer

Sonya Larsen
Sonya Larsen | Dec 11, 2024 13:40 EST

James Lefebvre
James Lefebvre | Dec 11, 2024 16:08 EST

For the Union

Tammy Robinson
Tammy Robinson | Dec 11, 2024 11:00 EST

Bill Graham
Bill Graham | Dec 11, 2024 14:39 EST

Memorandum of Agreement

Between

CUPE and its Local 1490
("the Union")

And

Township of Black River-Matheson
("the Employer")

Automotive Service Technician and Truck & Coach Technician Apprenticeship Program
- Mechanic/Operator The

parties agree to the following terms and conditions:

Status/Seniority

The Apprentice will be classified as a temporary full-time employee for the duration of his/her apprenticeship program.

Upon obtaining a Certificate of Qualification (COQ), an Apprentice shall be credited with seniority in the Technician I classification equal to the time served with the Employer as an Apprentice in that trade, notwithstanding Article 15.03.

An existing CUPE 1490 employee's seniority shall continue to accrue in accordance with the Collective Agreement.

Job Postings

All Apprenticeship opportunities will be posted as per Article 16.01 of the CUPE 1490 Collective Agreement. All job postings will be posted as limited and any vacancies created as a result of the limited postings **shall be backfilled for the same duration.**

While in the Apprenticeship program, Apprentices shall not be permitted to apply for job postings.

Order of Consideration

The order of consideration into the apprenticeship program and any full-time vacancies will be governed by Article 16.01 of the CUPE 1490 Collective Agreement.

Selection Process

Pre-requisite:

- Grade 12 or equivalency (as accepted by the Ministry of Training, Colleges and Universities (MTCU)).
- Knowledge and/or experience in automotive mechanics, i.e. courses in high school
- Preference will be given to applicants with recognized Apprenticeship hours.
- Must be willing to register as an Apprentice into the applicable Apprenticeship Program with the MTCU.

Applicants who meet the pre-requisites outlined above shall be required to pass a written test and interview.

Probationary Period

Apprentices shall be required to successfully complete a six-month probation period as an Apprentice. Apprentices who are existing members of CUPE 1490 shall serve a three-month trial period in accordance with Article 16.06 of the CUPE 1490 Collective Agreement.

Benefits

Where the Apprentice is an existing member of CUPE 1490, he/she shall continue to be eligible for benefits as per the Collective Agreement. External applicants entering the apprenticeship program shall assume benefits as per the terms and conditions of the Collective Agreement for full-time temporary Employees.

The Employer will provide leaves of absence with-pay for Apprentices to attend the required college courses at intervals as established by the MTCU and to write the COQ exam.

Wages

Apprenticeship wages will be a percentage of the rate in schedule A of the Collective Agreement for the trade classification effective at the time based on the following table.

1 st year Apprentice	% of wage rate
2 nd year Apprentice	65%
3 rd year Apprentice	70%
	80%

4 th year Apprentice	90%
Obtain Trade License	100%*

*This will be retroactive to the date all qualifications were completed

Apprentices who have served time as an Apprentice with a former Employer may be placed at a level consistent with their practical experience and theoretical knowledge, subject to the approval of the MTCU.

Responsibilities of the Apprentice

When an applicant has been accepted into the apprenticeship program, the Apprentice will:

- a) Comply with the program work requirements as set out by the MTCU, for the specific Apprenticeship program.
- b) Register and attend the trade school portions as required by the MTCU and successfully complete the training as required unless the Apprentice challenges the college training sessions(s) and is successful.
- c) Work with Manager who will provide on the job training and coaching by qualified technicians in appropriate areas to provide the skill development for the Apprentice to achieve the required learning objectives.
- d) Provide the Manager with all transcripts of college portion attendance notices, session completion notices and any other material related to their program.
- e) Ensure the appropriate persons sign all MTCU documentation.
- f) Pay the trade school registration fee, tuition and other related costs and exam fees for which reimbursement can be sought through the Tuition Reimbursement program. No payment shall be made to an Apprentice for repetition of a course or exam occasioned by failure to pass.

Work/Training Assignments

An Apprentice will be assigned by the Employer to a variety of functions, as required, to complete the Apprenticeship Program. The Apprentice's seniority shall have no bearing on assignments, which will be solely at the discretion of the Manager, based on the apprenticeship program and the requirements to cover absences.

Cancellation of Apprenticeship/Termination

An Apprentice may be removed from the Apprenticeship Program and his/her Apprenticeship contract cancelled for any of the following reasons:

- a) If an Apprentice fails to take the training/school course when he/she is scheduled to take, provided that his/her failure to take such course is not due to a cause beyond his/her control; or
- b) If an Apprentice fails a training course a second time; or

- c) If an Apprentice fails to re-write a test as a result of a)), within six (6) months of notification of failing a trade school course; or
- d) If the MTCU cancels the Apprenticeship Contract; or
- e) If the Apprentice opts not to continue with the program; or
- f) If successive progress assessments indicate the apprentice should not continue in the apprenticeship program.

In the event an Apprentice is removed for one of the reasons outlined above and he/she was a member of the bargaining unit immediately prior to commencing in the apprenticeship program, he/she shall revert to his/her permanent classification, held immediately preceding his/her commencement in the program.

In the event an Apprentice is removed for one of the reasons outlined above and he/she was not a member of the bargaining unit at the start of the apprenticeship program, he/she shall be terminated from employment.

An Apprentice who has obtained their 31OS or 31OT Certificate of Qualification and for whom no Technician I position is immediately available may be retained for a maximum of six (6) months at the final step of the Apprentice pay scale. After expiration of the said six (6) months, the Employer shall have no obligation to continue the Apprentice's employment.

Any employee who is not successful at any stage of the program must wait two full years from the date they have been removed from the program before reapplying to the apprenticeship program a second time. An employee who resigns voluntarily or who chooses not to complete the apprenticeship program shall not be considered for future Apprenticeship program opportunities.

No Employee shall be permitted to bump into Apprenticeship program positions.

Progress Assessments

Regular progress assessments will be conducted. These shall not be subject to the grievance procedure. The Manager, based on the requirements and guidelines of the Apprenticeship Program, will have sole discretion to decide if progress and performance are adequate to continue in the Apprenticeship Program.

Employee Consent

Employees participating in the program shall be required to sign consent agreements reflective of their obligation under the terms and conditions of this agreement.

Signed in Black River Matheson, this day of 11/12/24

Tammy Robinson
Tammy Robinson (Dec 11, 2024 11:00 EST)

Sonya Larsen
Sonya Larsen (Dec 11, 2024 13:40 EST)

Bill Graham
Bill Graham (Dec 11, 2024 14:39 EST)

JL
James Lefebvre (Dec 11, 2024 16:08 EST)