



COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE TOWNSHIP
OF MINDEN HILLS**
("the Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
And its **Local 4286**
("the Union")

Expires: December 31, 2027

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ARTICLE 1 – PREAMBLE

1.01 Intent and Purpose:

It is the intent and purpose of this Collective Agreement to establish collective bargaining relations between the Employer and the Union and provide settled and just conditions of employment and to provide an orderly procedure for the equitable disposition of grievances.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 a) The Union recognizes and acknowledges that the management of the Corporation and the direction of the working force are the exclusive function of the Employer and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer:

- 1) To maintain order and efficiency;
- 2) To hire, promote, classify, transfer, suspend and retire employees and to discipline or to discharge any employee, who has completed their probationary period, for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- 3) To make, enforce and alter, from time to time, rules and regulations to be observed by the employees, such rules and regulations to be posted upon all bulletin boards;
- 4) To determine the nature and kind of operations conducted by the Employer, the kind and locations of depots and offices, equipment, and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

b) The Employer shall not exercise its rights under this section contrary to the provisions outlined in this Collective Agreement.

2.02 The Union recognizes that at times and for varying reasons, the Employer shall deem it necessary and practical for certain work to be done by persons outside the bargaining unit.

As in the past, the Employer must, therefore, reserve the right to decide how and by whom any work is to be performed provided that the Employer shall not exercise its rights under this section contrary to the provisions outlined in this Collective Agreement.

The employer agrees to provide notice to the Union when it is contemplating any contracting out of work that is normally bargaining unit work, if the change is a long term arrangement.

ARTICLE 3 – UNION RECOGNITION

3.01 Recognition Clause:

The Employer recognizes the Canadian Union of Public Employees and its Local 4286 as the sole and exclusive collective bargaining agent for all employees of The Corporation of the Township of Minden Hills save and except Managers, persons above the rank of Managers, Chief Administrative Officer, Clerk, Administrative Assistant/Deputy Clerk, Treasurer, Deputy Treasurer, Tax Collector, Environmental and Property Manager, Director of Community Services, Parks/Recreation and Cemetery Manager, Director of Public Works, Public Works Superintendent, Chief Building Official, Fire Chief, Curator, Planner, Economic Development, Destination and Marketing Officer, Public Works Operations Manager, Community Services Operations Supervisor, Human Resources Administrator, Payroll and Benefit Administrator, Deputy Fire Chief, Manager of Waste Facilities, students employed during the school vacation period defined as May 1 of each year to Labour Day, and persons who regularly work twenty-four (24) hours per week or less.

3.02 No Other Agreements:

The Employer shall not be permitted to make a written or verbal agreement with an employee, which conflicts with the terms of this Collective Agreement.

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

3.03 Persons outside the bargaining unit shall not perform duties normally performed by members of the bargaining unit if it directly results in a layoff of members of the bargaining unit.

3.04 The Employer shall not contract out work normally performed by members of the bargaining unit if it directly results in a layoff of members of the bargaining unit.

ARTICLE 4 – UNION SECURITY

4.01 The Employer shall deduct from every employee covered by this Collective Agreement any dues levied in accordance with the Union constitution and/or by-laws, and owing by them to the Union.

4.02 All such deductions shall commence from Date of hire and the Employer shall forward the money so deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of the employees added or deleted during that period, along with an identification of their status of full time, part time or temporary. A copy of this report shall be forwarded to the Treasurer of Local 4286.

4.03 If an employee is not on the payroll due to a serious illness, an occupational accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period.

4.04 The Union shall indemnify and save harmless the Employer from any and all claims arising out of the collection, attempted collection, custody of and/or account of such dues.

4.05 **Correspondence:**

Except as herein provided, all correspondence between the parties, arising out of this Collective Agreement, or incidental thereto, shall pass to the Chief Administrative Officer and the Recording Secretary and President of Local 4286, or their designates.

4.06 **Permission to Leave Work:**

The Union understands and agrees that the Union officers and committee members are employed to perform work for the Employer. They will not leave their work during working hours except to perform their duties under this Collective Agreement. They shall not leave their work without obtaining permission of their Supervisor; such permission shall not be unreasonably withheld. When resuming their regular work, they shall again report to their supervisor.

Time away from the job by the Union officers and committee members shall be without loss of regularly scheduled straight time pay if such time has been granted by the Employer. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

ARTICLE 5 – LABOUR MANAGEMENT RELATIONS

5.01 Representation:

a) **Labour Management Committee:**

There shall be a Labour Management Committee composed of three (3) representatives of the Union, who are employees of the Employer along with three (3) representatives of the Employer. The function of this committee shall be to discuss labour relations matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances.

Provided that each party is in agreement to a meeting the committee will meet on an as needed basis at a time and date mutually agreed to. Subject to the foregoing, the parties shall attempt to hold such a meeting within seven (7) days of the request by either party, provided all representatives are available (i.e. not on vacation or absent for any other reason).

b) **Negotiations Committee:**

A Negotiations Committee shall be appointed by the Union and consist of not more than three (3) employees, who have completed their probationary period. The Union will advise the Employer as to the Union nominees on the Committee at least seven (7) days before bargaining commences. Each member of the Committee shall be provided one (1) day leave of absence with pay in order to prepare for bargaining.

Employees on the Negotiations Committee shall suffer no loss of regularly scheduled straight time pay while at negotiations with the Employer through to the completion of mediation, if necessary.

5.02 Representatives of 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.

The Employer shall have the right at any time to have the assistance of an advisor/legal counsel when dealing or negotiating with the Union.

5.03 Technical Information:

The Employer shall make available to the Union, upon request, the following information with regard to members of the bargaining unit: positions in the bargaining unit, job classifications, wage rates and the current contact information including mailing address and phone number.

5.04 **Representatives:**

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 shall supply the Employer with the names of its officers.

5.05 **Loss of Wages:**

Union committee members will be allowed time off without loss of regularly scheduled straight time pay to attend any meetings with the Employer.

5.06 On commencing employment, the employee's immediate Supervisor will introduce the new employee to his/her Union Steward or Representative. An Officer of the Union will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of thirty 30 minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 **Election of Stewards:**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards of which at least one (1) will be appointed or elected from among the outside employees and at least one (1) appointed or elected from among the inside employees.

It is understood that not more than one (1) Steward at a time will leave their work to perform Union business under this Article.

6.02 **Name of Steward:**

The Union shall notify the Employer, in writing, of the name of the Stewards before the Employer shall be required to recognize them.

6.03 **Grievance Committee:**

The Steward and Chief Steward shall constitute the Grievance Committee.

6.04 **Permission to Leave Work:**

Time off under this Article by the Steward(s) shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending grievance step meetings and any preliminary meetings with the Employer. Permission shall be required prior to the Steward leaving their work. Such permission shall not be unreasonably withheld. When resuming their regular work, they shall again report to their supervisor.

6.05 **Definition of Grievance:**

A grievance under this Collective Agreement shall be defined as a difference or dispute between the Employer and any employee(s) of the Union or between the Employer and the Union with regard to the interpretation or application of this Collective Agreement.

6.06 **Time Limit:**

No grievance shall be considered which is filed more than seven (7) working days following the event-giving rise to the grievance.

6.07 **Procedure:**

Grievances properly arising under this Collective Agreement shall be adjudicated and settled as follows:

If an employee has a complaint, they shall discuss it with their immediate supervisor. In order to be considered a grievance, such discussion must take place within seven (7) working days from the time the circumstances giving rise to the complaint occurred or ought reasonably to have been known to the employee, whichever is the later. Failing settlement within seven (7) working days, the complaint may be filed as a grievance.

Step One:

The Union shall present the employee's grievance, in writing, to the employee's immediate supervisor. The employee may have the assistance of their Steward, if requested by the grievor. The immediate supervisor shall give their decision and specific rationale within three (3) working days following the presentation of the grievance to them. If the decision is not satisfactory to the employee(s) concerned, the grievance may be presented as follows:

Step Two:

Within ten (10) working days after the decision is given under Step One the Union may submit the grievance, in writing, to the Chief Administrative Officer. The employee, accompanied by their Steward, and a representative of the Union, shall

meet as promptly as possible but within seven (7) working days with the Chief Administrative Officer and such other persons as the Chief Administrative Officer may desire to consider the grievance. The Chief Administrative Officer shall render, in writing, to the Union the decision of the Employer with regard to the grievance within five (5) working days following the meeting. The Employer must be notified, in writing, within ten (10) working days following the decision, if the grievance is to be submitted to arbitration.

6.08 Policy Grievance:

Where a dispute involving a question of the application or interpretation of this Collective Agreement occurs, a grievance may be submitted, in writing, to the Chief Administrative Officer by the Steward or vice versa. The parties shall meet within seven (7) working days to consider the grievance. The responding party shall respond within five (5) working days of the meeting and failing settlement of the grievance either party may submit it to arbitration within ten (10) working days following the decision.

6.09 Any reference to days in this Article shall mean working days; Saturdays, Sundays and Statutory Holidays are not working days.

6.10 Any step of the Grievance Procedure may be waived by mutual agreement, in writing, between the Employer and the Union.

6.11 If a final settlement of the grievance is not reached under this Article, either party then may refer the grievance to arbitration, in writing, as provided for in Article 7.

6.11 All replies pertaining to the grievance and arbitration procedure (Article 7) shall be in writing at all stages.

ARTICLE 7 – ARBITRATION

7.01 Time Limit:

A grievance may be referred to arbitration, in writing, within ten (10) working days after either party receives the other parties' final decision as outlined in Article 6.

A grievance, which is not presented to arbitration within the time limits established by the Collective Agreement, will be deemed abandoned and not considered for arbitration.

7.02 Single Arbitrator:

A single arbitrator will be used unless either party request to proceed with a Board of Arbitration as outlined in Article 7.03.

7.03 **Composition of Board of Arbitration:**

If either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal service addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within seven (7) working days thereafter, the other party shall answer by registered mail or personal service indicating the name and address of its nominee to the Arbitration Board. Such notices shall be sent to the Chief Administrative Officer in the case of the Employer and to the Secretary of Local 4286 in the case of the Union, with a copy being forwarded to the National Representative of CUPE assigned to the Union.

7.04 **Failure to Appoint:**

If the recipient of the notice fails to nominate a nominee, or if the two (2) nominees fail to agree upon a Chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

7.05 **Board Procedures:**

The procedures of the Board of Arbitration shall be as determined by the *Ontario Labour Relations Act*.

7.06 **Board Authority:**

The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to any of the provisions of this Collective Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.

7.07 **Expenses of the Board:**

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints;
- (2) One half (1/2) the fees and expenses of the Chairperson.

7.08 **Amending the Time Limits:**

The time limits fixed in both the grievance and arbitration procedure may be extended by the consent, in writing, of the parties of this Collective Agreement.

7.09 **Witnesses:**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and upon mutual agreement of the parties all reasonable arrangements will be made to permit the arbitrator(s)

to have access to the Employer's premises to view any working conditions which may be relevant to the grievance.

- 7.10 Any meetings with the Employer by the Steward(s) during the grievance or arbitration procedure shall be without loss of regularly scheduled straight time pay provided that such meeting takes place during normal working hours.

ARTICLE 8 – DISCHARGE, SUSPENSION, DISCIPLINE AND PERSONNEL RECORDS

- 8.01 An employee who has completed their probationary period and who is called to a meeting by their supervisor or other management person for the purpose of receiving written disciplinary action, a disciplinary suspension or discharge shall be advised of the purpose of the meeting and shall, if requested by the employee, have a Steward present at the meeting.

In addition, the employer agrees to notify the Union at the same time the employee is notified. Such notification shall be made to both the Employee and the Union twenty-four (24) hours in advance of such meeting, where possible.

- 8.02 A claim by an employee, who has completed their probationary period, that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer at Step Two of the grievance procedure within seven (7) full working days after the employee is discharged.

8.03 **Personnel File:**

An employee has the right to review their personnel file within five (5) working days of requesting same, in writing, to the Chief Administrative Officer or their designate, and shall have the option to have a representative of the Union accompany them. The employee shall have the right to receive copies of anything within their file.

An employee who has been terminated by the Employer may view their file within ten (10) working days of their termination date.

Employees reviewing their files shall do so in the presence of the Employer and if requested by an employee or by an employee who has been terminated a representative of the Union will be present.

- 8.04 A copy of any disciplinary action, which is placed in the employee's personnel file, will be given to the employee. A copy of any disciplinary action, which has been placed in the employee's personnel file, shall be removed from the employee's file when the employee has completed eighteen (18) months with a clear disciplinary record from the date of the last occurrence.

8.05 Letters of Discipline/Discharge:

The Employer will copy in the Union on all discharge or disciplines issued to an employee.

ARTICLE 9 – NO STRIKES OR LOCKOUTS

9.01 The parties agree that there shall be no strikes or lockouts as defined by the *Ontario Labour Relations Act* during the term of this Collective Agreement.

ARTICLE 10 – SENIORITY

10.01 Definition of Seniority:

Seniority is defined as the length of continuous service in the bargaining unit since an employee's last date of hire and shall include service with the Employer prior to the certification or recognition of the Union.

Full-Time Employees:

For full-time employees seniority shall be defined as the length of continuous service in the bargaining unit since an employee's last date of hire. Seniority shall operate on a bargaining unit wide basis.

10.02 Seniority List:

The Employer shall maintain a seniority list showing the seniority date of each employee. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

10.03 Every employee hired by the Employer shall serve a probationary period of six (6) months worked and on completion of the said period; their seniority shall date from the day on which they commenced their employment with the Employer. The probationary period may be extended, by the Employer, by up to three (3) months provided the Union agrees. During the probationary period, employees will be entitled to all rights and privileges of this Collective Agreement except for Article 19 – Benefits. In addition, probationary employees will not have the right to the grievance procedure in the case of discipline or discharge, and such discipline and discharge shall be at the sole discretion of the Employer.

10.04 An employee(s) shall lose their seniority and be deemed terminated for any of the following reasons:

- a) if the employee resigns;
- b) if the employee is discharged and the employee is not reinstated;

- c) if an employee retires;
- d) if the employee is absent from work for three (3) consecutive workdays without authorized leave of absence and without reasonable explanation;
- e) if an employee fails to report for work following the expiration of a leave of absence without reasonable explanation;
- f) if an employee fails to report for work ten (10) working days following a lay-off when notice is given by telephone and confirmed in writing, or by personal service, or by registered mail to the last known address of the employee on the record of the Employer;
- g) if an employee is laid off for a period longer than eighteen (18) months.

ARTICLE 11 – PROMOTIONS AND TRANSFERS

11.01 a) Job Postings:

When a new position is created or when a vacancy of a permanent nature occurs, which the Employer intends to fill, the Employer shall post notice of such position for a minimum period of five (5) working days on the Bulletin Boards referred to in Article 22.01.

b) Temporary Vacancies:

A temporary vacancy is a vacancy created by an employee's absence due to:

- i) pregnancy or parental leave;
 - ii) compensable or non-compensable illness or injury or any other leave of absence once it is known to exceed sixty (60) working days, or
 - iii) any reason mutually agreed to between the Union and the Employer.
- c) Until the vacancy resulting from the job posting is filled, the Employer is free to fill the vacancy on a temporary basis, as it deems appropriate.
 - d) Nothing herein shall interfere with the right of the Employer to temporarily fill any position or vacancy for a period of up to sixty (60) working days, or such longer period as the parties may agree, as the Employer deems appropriate.

- e) An employee who fills a temporary vacancy shall receive the start rate for the position being filled in accordance with Schedule "A" of this Collective Agreement and shall progress accordingly thereafter.
- f)
 - i) If an existing employee fills the temporary vacancy, such employee shall continue to be covered by the provisions of this Collective Agreement. At the end of such temporary assignment, the employee shall return to their original position if it still exists. In the event the employee whose absence created the temporary vacancy returns to work prior to the expected date of return, the Employer shall not be liable for any payment to the resulting displaced employee.
 - ii) If a temporary vacancy is filled by a person who was not an existing employee, the said employee shall not be covered by the terms and conditions of this Collective Agreement except:
 - i) Articles 4.01 to 4.04 inclusive;
 - ii) Article 20.01, and
 - iii) The grievance procedure as it pertains to a breach of clauses (i) and (ii).

Without limiting the generality of the foregoing, the Employer may terminate said employee for any reason and such termination shall be deemed for just cause and there shall be no recourse to the grievance or arbitration provisions of this Collective Agreement.

- g) The Employer is not required to post for a vacancy, which is created as the result of filling of the original job posting for a temporary vacancy. If the Employer intends to fill such position, it may be filled by the Employer in its absolute discretion.

11.02 **Information in Postings:**

Such posting notice shall contain the following items:

- a) nature of the position;
- b) required knowledge, education, qualifications and skill; and
- c) shift, hours of work (which the parties acknowledge are subject to change according to the Collective Agreement), and wage and salary rate or range.

11.03 In filling the position the Employer will consider:

- a) seniority;
- b) qualifications;
- c) skill and ability to perform the work;

and where the criteria in clauses (b) and (c) are relatively equal factor, (a) shall govern.

11.04 **Trial Period:**

The successful applicant shall be placed on a trial period for a period of up to three (3) months. Conditional on satisfactory performance, the employee shall be declared to be appointed after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position, or if the employee decides to return to their former position, during the trial period such employee shall be returned to the formerly held position without loss of seniority or wage rate of the previous job. Any other employees promoted or transferred because of the rearrangement of position shall also be returned to their former positions without loss of seniority or wage rates of their previous jobs. Upon return of the employee the position may be filled without further posting.

11.05 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, but will not accumulate any further seniority. If such an employee returns to the bargaining unit, such return shall not result in the lay-off or bumping of any employee holding greater seniority.

ARTICLE 12 – SEASONAL EMPLOYEES

12.01 A seasonal employee shall be an employee hired for seasonal work for a period not to exceed eight (8) months in one (1) calendar year.

12.02 Without limiting the generality of the foregoing, seasonal employees include persons hired within the Roads Division of the Public Works Department and within the Community Services Department.

12.03 Notwithstanding any other provision of this Collective Agreement, seasonal employees shall not be covered by the terms and conditions of this Collective Agreement, except:

- d) Articles 4.01 to 4.04 inclusive;
- e) Article 20.01;

- f) The grievance procedure as it pertains to a breach of clauses (a) and (b); and
 - g) Seasonal Employees shall be entitled to two (2) paid sick days.
- 12.04 Without limiting the generality of the foregoing, the Employer may terminate said employee for any reason and such termination shall be deemed for just cause and there shall be no recourse to the grievance or arbitration provisions of this Collective Agreement.
- 12.05 The Employer shall pay to seasonal employees who are required to wear steel toe safety shoes/boots, upon proof of purchase, the shoes/boots allowance provided for in Article 20.04.
- 12.06 In the event the Employer hires a person who had been a seasonal employee to a position other than that for seasonal employee, the seasonal period immediately prior to hiring shall be added to their seniority provided the said employee successfully completes the probationary period.

The start date for the seasonal period immediately prior to hiring shall be used for seniority purposes; regardless of how the eight (8) months or less of employment is scheduled throughout the one (1) calendar year.

ARTICLE 13 – LAYOFFS AND RECALLS

- 13.01 Both parties recognize that job security with respect to layoffs and recall should increase in proportion to seniority as qualified by this Collective Agreement. Therefore:
- a) Employees shall be laid off in the reverse order of their seniority, providing the remaining employees have the required degree of skill, ability and qualifications to perform the available work;
 - b) Employees shall be recalled in the order of their seniority providing they have the required degree of skill, ability and qualifications to perform the available work.
 - c) There shall be no bumping up.
 - d) An employee who is laid off will be placed on a recall list for a eighteen (18) month period from the date of layoff.
- 13.02 The Employer shall notify employees who are to be laid off ten (10) working days before the layoff is to be effective or shall be given pay in lieu of notice for the part of the ten (10) days for which notice was not given. The requirement to give the notice, or pay in lieu of notice, shall not apply if the cause of the layoff is beyond the reasonable control of the Employer.

13.03 **Grievances on Layoffs:**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the grievance procedure.

13.04 Notice of any layoff shall be by:

- a) Telephone, confirmed in writing; or
- b) Sent by registered mail or personal service to the last known address of the employee(s) on the records of the Employer.

13.05 **Continuation of Benefits:**

The Employer agrees to continue to provide for laid off permanent employees benefit coverage as outlined in Article 19.02 for the full month in which the employee is laid off.

A laid-off employee may continue benefit coverage for up to six (6) months immediately following the month of layoff provided the employee(s) makes all applicable premium contributions, subject to any restrictions imposed by the applicable benefits carrier. The employee will make such payments to the Employer by the 15th of the current month.

Employees shall not be entitled to the PHA in Article 19.02, if they are on layoff at the time the PHA is credited to their account.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 The following is intended to define the normal hours of work and overtime for full-time employees. Nothing herein constitutes a guarantee of hours of work per day or per week or days of work per week. Without limiting the generality of the foregoing, it is understood that the hours of operation only apply when the service is provided:

Public Works Roads:

Winter hours will be determined at the direction of the Employer based on operational and service requirements and will not be in effect before Thanksgiving Monday and will not continue past the last Friday in April.

Winter Hours

5:00 am to 2:30 pm (Monday to Thursday, 5:00 am to 11:00 am (Friday)

Summer Hours

5:30 am to 4:30 pm (Monday to Thursday)

Public Works Landfill

Hours of Work

Monday to Thursday, 5:30 am to 3:00 pm Friday, 5:30 am to 11:00 am

Community Service Employees:

The hours of work shall consist of forty (40) hours per week inclusive of a one-half (1/2) hour paid lunch break provided that employees shall remain on the work premises during the lunch break in order to be available to render assistance to the public.

Schedules for employees shall be posted a minimum two weeks in advance for a minimum six (6) week period and shall not be changed without agreement by the employee, unless there are non-business as usual circumstances. No employee shall be scheduled more than six (6) days in a row, unless there are extraordinary circumstances and in such circumstance the employee shall be paid time and one half their rate of pay for all hours worked on the 7th day.

Building, By-Law and Planning, Finance, Administration, Office Employees and Cultural Centre & Events

The hours of work for office staff shall consist of thirty-five (35) hours per week, to be scheduled as follows:

8:30 a.m. to 4:30 p.m. Monday to Friday.

*With the exception of Cultural Program Coordinator which shall be scheduled

8:30 a.m. to 4:30 p.m. Tuesday to Saturday

All scheduled shifts include a one (1) hour unpaid lunch break.

The Recreation Coordinator can agree to work Saturdays and will be able to choose an alternate day off in that same week.

- 14.02 The Employer will discuss with the Union any change of scheduling of hours of work of an employee in the bargaining unit which the Employer expects will apply for a period in excess of two (2) weeks before such a change becomes effective. In the case of an emergency, the Employer agrees to give the earliest possible notice. The Employer does not have the right to amend the start and ending time pursuant to this Article in excess of one (1) hour.

During Summer Hours, as defined for the Roads Division of the Public Works Department, the Employer may change the start/end time by plus or minus 2 hours subject to the consent of the Union.

14.03 Overtime

- a) All authorized hours worked in excess of employee's normal hours of work per week shall be paid at time and one-half (1 ½) the normal hourly rate.
- b) All authorized hours worked on Saturday or Sunday shall be paid at time and one-half (1 ½) the normal hourly rate of pay.

This provision shall not apply to arena or parks employees when such hours worked on a Saturday or Sunday is part of the regular scheduled work week for each classification, in accordance with Article 14.01.

- c) From time to time, the Municipal Law Enforcement Officer/Inspector may be required to work on Saturdays and outside 8:30 a.m. to 4:30 p.m. When the Municipal Law Enforcement Officer/Inspector is required to work on Saturdays and outside 8:30 a.m. to 4:30 p.m. and such assignment is prearranged with not less than two (2) working days written notice by the Employer, the hours worked shall be considered as regular hours of work. In this circumstance, the Municipal Law Enforcement Officer/Inspector shall be entitled to take time off work during the above noted regular hours of work, at a time mutually agreed to by the Municipal Law Enforcement Officer/Inspector and the Employer. Compensation for working on a Holiday defined by this Collective Agreement will be governed by that Article.

14.04 Assigning of Overtime:

- a) It is recognized that the Employer will require overtime from time to time due to the nature of the business.
- b) Where overtime is offered and there are insufficient qualified volunteers, the Employer shall have the right to assign the work starting with the most junior employee who is qualified to perform the required work and continuing in inverse order of seniority until sufficient qualified employees have been assigned.
- c) The Employer shall distribute overtime and call back opportunities as equitably as possible amongst the staff who are qualified and are available and willing to do the work.
- d) All overtime shall be approved by the Employer.

14.05 Subject to 14.03 b) and c), an employee who works overtime will not be laid off on a subsequent day in the week during which the overtime was worked for the express purpose of avoiding the payment of overtime premium pay.

14.06 **Call In:**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours. This section shall not apply to a call in before the beginning of a regular workday if the time worked is less than three (3) hours.

14.07 An employee who is scheduled to work for a full shift will be entitled to a paid fifteen (15) minute rest period in the morning and a paid fifteen (15) minute rest period in the afternoon.

14.08 An employee shall have the option to bank overtime at the rate of time and one-half (1 ½) rather than being paid for such time based on the following:

- i) time off shall be scheduled at a time mutually agreeable to the Employer and the employee;
- ii) it is recognized that employees utilizing vacation will receive preference over employees utilizing banked time in the scheduling of time off;
- iii) the employee shall receive the overtime in their bank unless they notify otherwise on their timesheet or in writing for extended periods.

An employee may only bank up to one hundred (100) hours after which the employee shall be paid for the overtime. An employee's bank will be debited for hours taken and in the event the bank falls below one hundred (100) hours, the employee may again accumulate up to one hundred (100) hours maximum;

- iv) upon two (2) weeks written notice to the Employer an employee shall be entitled to a payout of all or a portion of their banked time. The payout shall be based on the rate at which it was earned.
- v) when the employee requests that the banked overtime, or a portion thereof, be paid out.

14.09 There shall be no pyramiding of overtime or duplication of any provisions under this Collective Agreement.

ARTICLE 15 – HOLIDAYS

15.01 All employees shall be allowed a day off with no loss of pay for the following holidays:

New Years' Day	Good Friday
Family Day (third Monday in February)	Victoria Day
Easter Monday	Civic Holiday
Canada Day	Thanksgiving Day
Labour Day	Boxing Day
Christmas Day	
Day for Truth and Reconciliation	

In addition to the above holidays an employee shall receive two (2) days off to be known as float holidays, to be taken at a time mutually agreed to between the employer and the employee. If no such agreement can be reached, the holiday shall be added to the employees' next vacation. For clarity, the number of hours paid for a float day shall be equivalent to the number of hours the employee is scheduled to work that day.

Four (4) hours on New Years' Eve if New Years' Eve falls on an employees' regular working day;

Four (4) hours on Christmas Eve if Christmas Eve falls on an employees' regular working day;

Clarification: When New Years' Eve and Christmas Eve falls on a weekend, the employee will receive four (4) hours off on the last working day before the holiday;

And any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

15.02 Holiday's Falling on Saturday or Sunday:

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, or another day as mutually agreed to between the Employer and the employee, shall be deemed to be the holiday for the purpose of this Collective Agreement.

15.03 Holiday Pay:

Employees who are not required to work on the above holidays shall receive holiday pay equal to the employee's regular straight time day's pay.

Employees who are required to work on any of the above holidays shall be paid at the rate of time and one-half (1 ½) their regular straight time day's pay in addition to their holiday pay.

15.04 Holiday During Vacation:

When a holiday falls within an employee's scheduled vacation and the employee qualifies for holiday pay, they shall receive an additional day off with pay at a time to be mutually agreed to between the Employer and the employee.

15.05 Eligibility for Holiday Pay:

To be eligible for the public holiday pay, an employee must have:

- a) Worked their regularly scheduled shift before and after the holiday, unless excused by the Employer;
- b) Earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the public holiday; and
- c) Worked on the public holiday, if they had agreed or were required to do so unless excused by the Employer.

ARTICLE 16 – VACATIONS

16.01 Employees shall receive an annual vacation with pay in accordance with their years of service with the Employer as follows:

- a) An employee with less than one (1) year of service shall be entitled as follows:
 - a. hired or returns to work in the first six (6) months of the calendar year (ie. between January 1st and June 30th) or ends employment, however that occurs, in the last six (6) months of the calendar year, shall be credited with two (2) weeks' vacation time.
 - b. hired or returns to work in the last six (6) months of the calendar year (ie. between July 1st and December 31st) or ends their employment, however that occurs, in the first six (6) months of the calendar year, shall be credited with fifty percent (50%) of the entitlement noted in section a) a. above - one (1) week.
- b) In the calendar year in which the employee's first (1st) anniversary of employment falls, the employee shall be entitled to two (2) weeks' vacation at the employee's regular rate of pay;
- c) In the calendar year in which the employee's third (3rd) anniversary of employment falls, the employee shall be entitled to three (3) weeks' vacation at the employee's regular rate of pay;

- d) In the calendar year in which the employee's eighth (8th) anniversary of employment falls, the employee shall be entitled to four (4) weeks' vacation at the employee's regular rate of pay;
- e) In the calendar year in which the employee's fifteenth (15th) anniversary of employment falls, the employee shall be entitled to five (5) weeks' vacation at the employee's regular rate of pay;
- e) In the calendar year in which the employee's twentieth (20th) anniversary of employment falls, the employee shall be entitled to six (6) weeks' vacation at the employee's regular rate of pay.

See also 18.07 for allocations upon hire and upon termination.

16.02 No more than a combined total of three (3) weeks of vacation, float holidays, and banked overtime, may be carried over into the next year with prior approval of the employer.

16.03 **Time for Taking Vacation:**

- a) An employee entitled up to two (2) weeks' vacation may take it at one time during the calendar year.
- b) By March 15th, each Department shall post a list and the employees shall indicate by April 1st, the vacation period they wish. The Employer shall then set the vacation period taking into account the wishes of the employees on the basis of seniority, insofar as the Employer considers consistent with the efficient functioning of the Department. Approved vacation schedules shall be posted by April 15th.
- c) Vacation requests submitted after April 1st shall be approved on a first come first serve basis and shall be responded to in a reasonable timeframe.
- d) Upon mutual agreement of the employee and the Employer an employee shall be entitled to change their vacation time provided the efficient functioning of the Department is maintained and provided that the employee makes the request in writing to the Employer two (2) weeks prior to the requested change. The two (2) week written notice may be shortened if agreed to by the Employer.

16.04 Vacation pay for the vacation period shall be paid on the regular pay day.

16.05 An employee who is hospitalized while on vacation, due to an accident or illness, may reschedule their vacation at a time mutually agreeable to the employee and the Employer, to the extent of the time in hospital. The employee, upon request by the Employer, must provide proof of hospitalization in order to obtain the

foregoing vacation. An employee, who does reschedule their vacation according to the foregoing, is not entitled to vacation pay for the vacation foregoing due to accident or illness.

16.06 Bereavement During Vacation

In the case of the death of a spouse, son, step-son, daughter, step-daughter, parent, step-parent, an employee who is eligible for bereavement leave as outlined in Article 18.03 of this Collective Agreement while on vacation may substitute bereavement leave entitlement for the period of the vacation during which the employee was absent on bereavement leave. In such an event, the employee may reschedule their vacation at a time mutually agreeable to the employee and their Supervisor.

ARTICLE 17 – SICK LEAVE

17.01 Sick Leave Defined:

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act* and will be granted to all employees on the following basis:

- a) Absence for injury compensable under the provisions of the *Workplace Safety Insurance Act* shall not be charged against sick leave credits.
- b) Employees shall be credited with twelve (12) days sick leave per year which shall be provided January 1 of each year. For new employees hired on or before June 30 of any given year shall be credited with twelve (12) sick days and new employees hired July 1 or later in any given year shall be credited with six (6) days. Providing credits are available, employees will be eligible to claim one hundred (100) percent of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness and the bank shall be accordingly debited.
- c) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.
- d) Sick days will have no cash value on termination of employment.
- e) An employee shall be entitled to use thirty-two (32) hours of their sick leave, for actual time spent, deductible in ½ hour or 1 hour intervals as the case may be for attending medical/dental appointments or when an

employee's dependent is ill and/or needs medical treatment. The employee, where possible, shall provide the employer with five (5) days verbal notice of the appointment and upon return, shall provide the employer with a doctor's note.

17.02 Weekly Indemnity Plan:

The Employer shall pay one hundred (100) per cent of the premium to purchase a disability weekly indemnity benefit for employees working at least twenty-four (24) hours per week continuously for a six (6) month waiting period. The purchased plan shall provide coverage on the first day of hospitalization or accident/injury or on the eighth (8th) calendar day of illness/sickness. Coverage shall continue:

- i) For seventeen (17) weeks, however, if payments have not reached a duration of fifteen (15) weeks by age sixty-five (65), they will continue to the earlier of recovery, retirement or a maximum fifteen (15) weeks total paid.

- (ii) At sixty-six and two thirds (66 2/3) percent of salary, or the EI maximum, whichever is the lower.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Leave of Absence for Union Functions:

Leave of absence without loss of seniority shall be granted to officers or duly appointed representatives of the Union for Union activities. Not more than two (2) employees may be granted Union leave at any one (1) time.

Employees on leave of absence for Union activities will receive their regular pay for such period of absence and the Employer shall bill the Treasurer of the Local for their regular pay received and the Employer's payment of premiums for benefits made during such absence. The Union will reimburse one hundred (100) percent of such amount to the Employer within fifteen (15) days of receipt of the bill.

Requests for Union leave shall be subject to the efficient operation of the business and approval of the Employer but shall not be unreasonably denied by the Employer provided such request is received in writing by the Employer at least ten (10) working days in advance of such leave.

In any case, Union leave shall not be granted to more than one (1) employee from each Department at any one time.

18.02 **Leave of Absence for Full-time Union Office:**

An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewable once for one (1) further year provided written request is received from the Union one (1) month in advance. It is understood that the individual on leave is not an employee of the Employer for purpose of W.S.I.B. during the said leave.

18.03 **Bereavement Leave:**

An employee shall be granted bereavement leave, without loss of regular straight time pay, for a maximum of:

Five (5) working days leave in the case of the death of a spouse, son, step-son, daughter, step-daughter, parent, step-parent, brother, sister.

Three (3) working days leave in case of the death of a step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, for attendance at the funeral.

One (1) day of leave to attend the funeral in the case of the death of a grandparent, aunt, uncle, niece, and nephew (excepting any in-law relationships) provided the funeral falls on a normal working day.

One (1) day of leave with pay to attend the funeral in the case of the death of a fellow employee or member of Council, past or present for the sole purpose of attending the funeral.

Days of leave, in all cases, shall be consecutive days, one of which shall be the day of the funeral: by way of example, an employee who commenced a five (5) day bereavement leave on Friday would be entitled to leave on Monday, Tuesday, Wednesday and Thursday in the following week. The employee shall be paid their regular straight time pay for each day of leave provided by this article, if the days are normal working days.

The employee shall have the right to reserve one day for the purpose of attending a celebration of life which may occur within twelve (12) months of death.

18.04 **Paid Jury or Court Witness Duty Leave:**

An employee shall be paid their regular pay for attendance on jury duty or as a witness in any court in the Province of Ontario, if the employee is subpoenaed or if the case is one in which the Crown is a party. Employees must provide proof of attendance. Payments received by the employee from the Court, or from any party to the proceeding, are to be paid directly to the Employer, excluding expenses such as mileage and meals.

18.05 General Leave:

The Employer may grant leave of absence without pay and without loss of seniority to any employee who requests it for good and sufficient cause subject to the efficient operation of the Employer and without the incurrence of additional expense. The request shall be made in writing to the Employer ten (10) working days in advance unless circumstances prohibit such notice and shall specify the length of the absence. Such leave shall not be unreasonably withheld.

An employee requesting such leave of absence shall not engage in an activity during an absence from active work contrary to the reasons given for such absence.

18.06 Pregnancy/Parental/Adoption Leave:

The Employer shall grant an employee a Pregnancy/Parental and Adoption Leave according to the legislation outlined in the *Employment Standards Act*.

18.07 Vacation, Float and PHA Entitlement:

Where an employee is hired or returns to work in the first six (6) months of the calendar year or an employee ends their employment, however that occurs, in the last six (6) months of the calendar year, they shall be credited with their full annual entitlement to vacation time, float holidays and PHA. Where an employee is hired or returns to work in the last six (6) months of the calendar year or an employee ends their employment, however that occurs, in the first six (6) months of the calendar year, they shall be credited with fifty percent (50%) of their full annual entitlement to vacation time, float holidays and PHA.

For further clarity:

1. Where an Employee is hired or returns to work before July 1 = 100% entitlement.
2. Where an Employee ends their employment, however that occurs after July 1 = 100% entitlement.
3. Where an Employee is hired or returns to work after July 1 = 50% entitlement.
4. Where an Employee ends their employment, however that occurs before July 1 = 50% entitlement.

Notwithstanding the above, the employer shall comply with the applicable provisions of the *Employment Standards Act* for statutory leaves.

Any vacation taken by the employee which was not yet earned shall be deducted from any outstanding wages or other payments to the employee at the time employment comes to an end.

Vacation time, floats and PHA shall not accumulate to an employee's credit following seventeen (17) weeks of an unpaid leave of absence.

ARTICLE 19 – BENEFITS

19.01 Every employee shall be eligible to join the Ontario Municipal Employees Retirement System (OMERS) as provided by the legislation. The Employer and employee shall make contributions in accordance with the provisions of the Plan.

19.02 The Employer shall pay 100% of the premium for the following benefit insurance plans:

Summary

Life Insurance	2 x earnings
AD&D	2 x earnings
Dependent Life	\$15,000 per spouse/\$7,500 per child
Short Term Disability	66.70% of weekly earning to a weekly maximum of \$1,000 NEM 1 st day of accident, 8 th day sickness payable for 17 weeks
Long Term Disability	66.70% of monthly earnings 120 waiting day period Benefits to age 65
Extended Health	80% co-pay on prescription drugs (\$10 dispensing fee cap). 100% supplementary health
Dental	80% basic (includes periodontal and endodontics) \$2,500 per person per year annual maximum Additional 50% coverage for major dental (crowns, dentures, bridges) \$2,500 per person per year annual maximum
Vision	\$500 every two (2) years per family member Full costs of optical testing every two (2) years per family member
Hearing Aids	\$500 per five (5) calendar years.
Paramedicals	The Employer shall pay 100% of the premiums for the following benefits for all family members: Physiotherapist, Psychologist, Acupuncturist, Chiropractor, Osteopath, Podiatrist/Chiropodist, Naturopath, Registered Massage Therapist, Speech Therapist – up to a maximum of \$650/year for each practitioner.

Personal Health Account:

The Employer shall contribute one thousand (\$1,000) dollars annually to each employee's Personal Health Account. These accounts will be administered by the Employer, on behalf of each employee and may be used to fund the Employee's portion of dental and prescription costs or any other medical, dental or vision expense not covered by OHIP or through the health insurance plans and which qualify as a medical expense under the Canadian Income Tax Act.

Any unused amount shall be paid to the Employee in the month of December by the final pay period of each year.

19.03 The Employer shall provide to each employee a copy of the current information booklets with respect to the above noted benefits. The Employer will notify the Union if it intends to change the insurance carrier.

19.04 The Employer shall continue to pay the required premiums for the above noted benefits for eligible employees who are absent from active employment due to illness or accident for a period of twenty-four (24) months from the date the employee is first absent from employment, provided the employee is eligible for weekly indemnity or long term disability, as the case may be.

19.05 **Benefits for Retirees:**

The Employer agrees to pay the health benefits outlined in Article 19.02 except with regards to Life Insurance, AD & D, Dependent Life, Short Term Disability, Long Term Disability and the Personal Health Account for an employee who elects early retirement under the O.M.E.R.S. pension plan and who has worked for the Employer for a minimum of ten (10) years shall receive coverage, to a maximum age of sixty-five (65) for a period of twelve (12) months following retirement. The employee shall have the option to pay a further twenty-four (24) months.

Employees interested in the above coverage must notify the employer in writing of their intent to enroll sixty (60) days prior to their effective retirement date. Employees must be in the plan for a minimum of six (6) months.

Following the twelve month period above, the retiree shall have the option to pay the benefit premium themselves for a period of up to a maximum of the age of 65.

The employee will be responsible to provide the annual payment for such benefits to the Employer prior to the commencement of the benefits.

A retiree may opt out of the conclusion of their benefit coverage and in such a circumstance may not opt back in.

ARTICLE 20 – PAYMENT OF WAGES

20.01 The Employer shall pay salaries and wages every second Friday based on an hourly rate of pay in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.

20.02 When an employee is temporarily assigned to or performs the duties of a higher paying position for two (2) hours per day or more, they shall receive the rate for the job during such temporary period for each hour worked at the higher paying position.

When an employee is assigned, in accordance with the terms of this Collective Agreement, to a position paying a lower rate, their rate shall not be reduced.

20.03 **Use of Personal Vehicles:**

Where employees are authorized by their immediate Supervisor to use their own vehicles for the Employer's business, they shall be paid mileage at the rate established by Council from time to time.

20.04 **Safety / Workwear:**

The Employer shall pay an allowance of up to five hundred dollars(\$500) per calendar year for the purchase of CSA steel toe safety shoes/boots or high visibility work wear for any employees required to wear same in the course of their duties.

20.05 **Clothing:**

The Employer agrees to supply and launder coveralls for all full-time employees that require them.

20.06 **On Call Provisions:**

An employee who is "on call" shall be immediately available by telephone contact. The Employer shall provide a pager or cell phone to the employee and a township vehicle shall be provided to the Patroller.

Public Works Department Employees shall be on call for one (1) week at a time on an equitable basis and shall receive one (1) hour pay for each day on call.

Employees in the Community Services Department may be placed on call, in which case the remuneration in this article shall apply to on-call employees. Such employees will be given the option of being on-call and shall be scheduled on a rotational basis.

Any department which requires employees to work on call shall post a schedule. For the Public Works Department, the schedule shall be posted by October 1 of each year to cover the period of on call. For the Community Services Department, the schedule shall be posted by January 1 of each year and shall cover the entire 12-month schedule.

The employee who is On Call is the first person called in, then seniority thereafter.

If the situation is an emergency, the Employer will use their discretion to call in the person closest to the emergency situation.

If there is a dispute between the Union and the Employer, the CAO will have final say in the resolution of the matter.

An emergency is a situation which poses an immediate risk to health, life, property or environment. Most emergencies require urgent intervention to prevent a worsening of the situation.

20.07 **Volunteer Firefighters:**

Employees, who are also Volunteer Firefighters for the Township of Minden Hills, will not lose regular pay when called to a fire or other emergency.

ARTICLE 21 – ACCIDENTS AND SAFETY

21.01 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.

21.02 **Transportation:**

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

21.03 **Inclement Weather:**

If outside work is halted by the Employer during working hours by reason of inclement weather conditions, the Employer shall provide indoor work for outside staff. If indoor work is not available, no loss of pay shall result for outside workers due to the application of this clause.

ARTICLE 22 – GENERAL

22.01 Bulletin Boards:

The Employer shall provide bulletin boards in the work locations at which the Union represents employees and the Union shall have the right to post notices of meetings on these bulletin boards.

22.02 Supplying of Tools and Equipment:

The Employer shall provide all tools and equipment, which it deems necessary, for the use of employees in the performance of their duties.

22.03 Change of Address and/or Telephone Number:

It shall be the duty of each employee to notify the Employer promptly of any change in address and telephone number. If an employee fails to keep the Employer informed of his current address and telephone number, the Employer shall not be responsible for failure of a notice to reach such employee.

22.04 Copies of Collective Agreement:

The Union and the Employer shall equally bear the costs of printing and distributing this Collective Agreement to the Union, the Employer and the employees.

22.05 Wherever the singular or masculine is used in this Collective Agreement it shall be considered as if the plural or feminine has been used where the context so applies.

ARTICLE 23 – HUMAN RIGHTS

23.01 The Employer and the Union agree to abide by the *Human Rights Code*.

ARTICLE 24 – TERM OF THE COLLECTIVE AGREEMENT

24.01 This Collective Agreement shall be binding and shall be in effect from January 1, 2024 until December 31, 2027 and thereafter shall continue in effect from year to year unless within a period of three (3) months prior to its termination date or any subsequent anniversary either party gives written notice to the other party that it desires revisions, modifications or termination thereof.

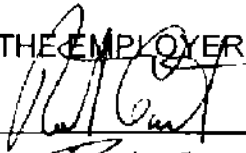
24.02 Notice of Changes:


Within fifteen (15) working days of receipt of the notice, described in Article 24.01, by one party, that party is required to enter into negotiations for a renewal or revision of the Collective Agreement or within such further period as the parties agree upon,


and both parties shall there upon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new Collective Agreement.


Dated this 19th day of December 2024.

FOR THE EMPLOYER




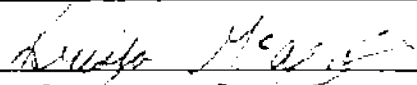


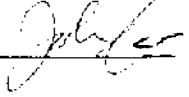




FOR THE UNION







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SCHEDULE "A"

Department	Position Description	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027
		(\$0.50 & 4%)	(4%)	(3.5%)	(3.5%)
Administration	Clerical Assistant	26.02	27.06	28.01	28.99
Building, Bylaw, Planning	Clerical Assistant	27.25	28.34	29.33	30.36
Building, Bylaw, Planning	Municipal Law Enforcement Officer/Building Inspector	29.16	30.33	31.39	32.49
Building, Bylaw, Planning	Municipal Law Enforcement Officer	29.16	30.33	31.39	32.49
Building, Bylaw, Planning	Permit Clerk/Municipal Law Enforcement Officer/Clerical Assistant	27.83	28.94	29.96	31.00
Building, Bylaw, Planning	Planning Technician	28.78	29.93	30.98	32.06
Community Services	Clerical Assistant	27.45	28.55	29.55	30.58
Community Services	Cultural Program Coordinator	27.01	28.09	29.07	30.09
Community Services	Custodial Labourer	26.02	27.06	28.01	28.99
Community Services	Lead Hand	28.78	29.93	30.98	32.06
Community Services	Operator	27.01	28.09	29.07	30.09
Community Services	Recreation Coordinator	28.35	29.48	30.52	31.58
Community Services	Seasonal Operator	21.33	22.18	22.96	23.76
Finance	Accounts Payable/Accounting Clerk	28.51	29.65	30.69	31.76
Finance	Accounts Receivable/Accounting Clerk	27.51	28.61	29.61	30.65
Finance	Clerical Assistant/Accounting Clerk	26.02	27.06	28.01	28.99
Finance	Tax Clerk	27.45	28.55	29.55	30.58
Public Works/ Emergency Services	Clerical Assistant	26.02	27.06	28.01	28.99
Public Works	Roads Labourer	25.29	26.30	27.22	28.17
Public Works	Roads Lead Hand	29.54	30.72	31.80	32.91
Public Works	Roads Equipment Operator	27.70	28.81	29.82	30.86
Public Works	Roads Seasonal Labourer	21.33	22.18	22.96	23.76
Public Works	Waste Facilities Lead Hand	29.54	30.72	31.80	32.91
Public Works	Waste Disposal Site Attendant	25.29	26.30	27.22	28.17
Public Works	Seasonal Waste Disposal Site Attendant	21.33	22.18	22.96	23.76
Community Services	Labourer	-	-	-	-
Finance	General Receptionist-Receipting Clerk	-	-	-	-

Notes:

All wage increases, effective January 1, 2024, shall be paid retroactively.

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE TOWNSHIP OF MINDEN HILLS

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4286**

RE: USE OF PART-TIME EMPLOYEES


The Parties agree that during this Collective Agreement, the Employer may utilize non-Union Part-time employees beyond the twenty-four hours per week up to a maximum of forty-eight hours bi-weekly for the purpose of providing coverage for special events, including but not limited to tournaments.


The Parties agree that the use of non-Union part-time employees for this coverage shall not decrease the hours of work at straight time or overtime of any full-time, unionized employee within the bargaining unit.

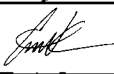
The Employer further agrees to provide the President of the Union on a quarterly basis data which consists of the number of part-time employees utilized over the last quarter, the event for which they were used, and their weekly hours of work.

Dated this 19th day of 20 December 2024.


FOR THE EMPLOYER

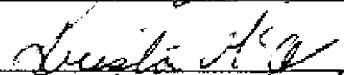







FOR THE UNION







LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MINDEN HILLS

(the Employer)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4286**

(the Union)

RE: Waste Facilities and Disposal

WHEREAS the Employer and the Union are parties to a collective agreement which is due to expire on December 31, 2027 (the "collective agreement");

AND WHEREAS up to June 17, 2024, the Employer contracted out work associated with waste disposal sites operated by the Employer;

AND WHEREAS effective June 17, 2024, the Employer began the performance of work, formerly performed by the contractor, with its own employees.

AND WHEREAS the Employer and Employee wish to outline the terms and conditions of employment for such employees as a result of this transfer of work to the bargaining unit.

AND THEREFORE, the parties agree as follows:

1. The Full-Time and Seasonal positions assigned to waste disposal sites operated by the Employer shall be covered by the terms of the collective agreement excepting articles 14.01 and 14.03(b).
2. For the duration of the collective agreement, the Full-Time Waste Facilities Lead Hand (WFLH) and the Full-Time Waste Disposal Site Attendants (WDSA) shall be regularly scheduled as follows:
 - a. For the WFLH, the hours of work shall be Monday to Thursday from 6:00 am to 3:30 pm inclusive of a 30 minute unpaid meal period and Fridays from 6:00 am to 12:00 pm.
 - b. For the WDSA:
 - i. From May 1 to September 30 (Summer Hours):

Schedules for employees shall be posted a minimum three (3) weeks in advance for an eight (8) week period and shall not be changed without the agreement by the Employer, unless there are non-business as usual circumstances. No employee shall be scheduled for more than six (6) days in a row, unless there are extraordinary circumstances and, in such circumstances, the

employee shall be paid time and one-half (1.5) their rate of pay for all hours worked on the 7th consecutive day of work.

The schedule shall provide each Employee with regularly scheduled weekly hours of between 40 and 42 hours, on average, with at least two (2) consecutive days off, at least six (6) times per 8-week schedule. On no less than 3 occasions in an 8-week schedule, one of the two (2) consecutive days off shall include a Saturday or a Sunday.

These hours of work are inclusive of a daily 30-minute paid meal period.

ii. From October 1 to April 30 (Winter Hours):

Schedules for employees shall be posted a minimum three (3) weeks in advance for an eight (8) week period and shall not be changed without the agreement by the employee, unless there are non-business as usual circumstances. No employee shall be scheduled for more than six (6) days in a row, unless there are extraordinary circumstances and in such circumstances the employee shall be paid time and one-half (1.5) their rate of pay for all hours worked on the 7th consecutive day.

The schedule shall provide each Employee with regularly scheduled weekly hours of 36 per week, on average, with at least two (2) consecutive days off, at least four (4) times per 8-week schedule. On no less than 2 occasions in an 8-week schedule one of the two (2) consecutive days off shall include a Saturday or Sunday.

These hours of work are inclusive of a daily 30-minute paid meal period.

c. The above-noted regularly scheduled full-time hours of work shall not be reduced as a result of scheduled hours for seasonal WDSA or part-time WDSA employees.

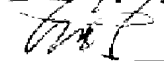
3. For the sake of clarity, the parties agree that the Seasonal WDSA shall be treated like a Seasonal employee for the purposes of Article 12 of the collective agreement.
4. Overtime shall be paid to the Full-Time WSLH and WDSA for those hours worked in excess of 42 hours per week. All overtime hours worked must be approved in advance.
5. While Article 15 of the collective agreement shall apply to the full-time WFLH and WDSA, it is agreed that work for these employees, may be scheduled on the holidays listed in article 15.01, in which case, the employee shall be paid at the rate of time and one-half (1.5) their regular hourly rate for all hours worked on the holiday in addition to their holiday pay. Full-time WFLH and WDSA employees shall not be scheduled on Christmas Day or New Year's Day. Full-

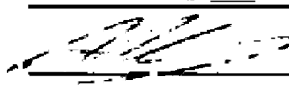
time WFLH and WDSA employees scheduled to work on Christmas Eve and/or New Year's Eve shall receive the last four (4) hours of their shift off.

6. This Letter of Understanding shall be appended to and form part of the collective agreement. It will commence on December 1, 2024, and will continue to remain in full force and effect for the duration of the operation of the collective agreement unless the parties agree otherwise, in writing.
7. The parties will agree to meet on or before October 1, 2025, to review the operation of this Letter of Understanding and to discuss potential changes that may be desired. This Letter shall remain in effect unless amended by the written agreement of the parties.
8. Subject to the below the parties agree that, on an interim basis, the Full-Time WFLH, the Full-Time WDSA, and Seasonal WDSA shall be placed on Schedule A of the collective agreement as follows:
 - (a) WFLH – equivalent to Roads Lead Hand
 - (b) WDSA – equivalent to Roads Labourer
 - (c) Seasonal WDSA – equivalent to Roads Seasonal Labourer
9. The parties shall evaluate the WFLH, WDSA and Seasonal WDSA positions in accordance with the Pay Equity Terms of Reference dated March 4, 2022, and complete that evaluation within six (6) months of these Minutes being executed.
10. Where the parties agree to adjust the wage of the WFLH, WDSA, or the Seasonal WDSA, as a result of the job evaluation process noted above, such adjustments shall not result in a lesser wage rate and shall be applied retroactively to the incumbent's commencement in the applicable position.
11. Where the parties cannot agree on a wage rate, following the completion of the job evaluation process, either party may treat the failure to agree as a grievance, in which case the grievance will be processed in accordance with the grievance and arbitration procedures. Where the grievance is referred to arbitration, the arbitrator's jurisdiction shall be limited to deciding on the appropriate wage rate only, for the disputed position.

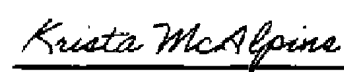
Dated this 5th day of December 2024

For the Employer





For the Union



LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MINDEN HILLS

(the "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4286**

(the "Union")

WHEREAS the parties are bound to a collective agreement expiring on December 31, 2023 (the "collective agreement");

AND WHEREAS the parties wish to address the recruitment of new bargaining unit employees and agree as follows:

1. Notwithstanding Note #2 of Schedule A of the collective agreement, new employees hired on or after January 31, 2022 shall commence at 100% of the wage rate for their position.
2. Notwithstanding Note #2 of Schedule A of the collective agreement, employees serving their probationary period as of January 31, 2022 shall be placed at 100% of the wage rate for their position, effective January 31, 2022.
3. Nothing in this Letter of Understanding shall affect the enforceability of any probationary period or related provisions in the collective agreement.
4. This Letter of Understanding shall remain in effect from January 31, 2022 until the collective agreement ceases to operate.
5. This Letter is entered into on a without prejudice or precedent basis.

Dated this 31 day of January 2022 at Minden, Ontario

FOR THE EMPLOYER

FOR THE UNION



