

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**  
(hereinafter referred to as "The Employer")

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1652**  
(hereinafter referred to as "The Union")

**EXPIRY: MARCH 31, 2026**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

**BY-LAW NUMBER 2948-2020**

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF BROCK TO ENTER AN AGREEMENT WITH THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1652**

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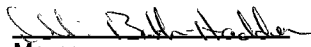
**WHEREAS** By-law Number 12-74-AP of the Corporation of the Township of Brock, in the Regional Municipality of Durham provides that the said Corporation voluntarily recognizes the Canadian Union of Public Employees and its Local 1652 as the sole and exclusive bargaining unit for all of its employees, save and except the Canine Control/By-law Enforcement Supervisor, the Facilities Co-ordinator, the Supervisor of Operations, persons above the rank of Supervisor of Operations and the Office Staff;

**AND WHEREAS** it is deemed expedient to amend the current collective agreement, effective April 1, 2019, based on the conditions of Settlement between the Corporation of the Township of Brock and the Canadian Union of Public Employees and its Local 1652;

**NOW THEREFORE** the Council of the Corporation of the Township of Brock enacts as follows:

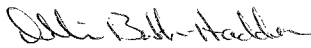
1. THAT the Mayor and Clerk be and they are hereby authorized to sign and affix the Corporate Seal to an agreement dated April 1, 2019 between the Canadian Union of Public Employees and its Local 1652 and the Corporation of the Township of Brock, to settle conditions of employment between the Union and the Corporation as contained in Appendix "1" attached to and forming part of this by-law.

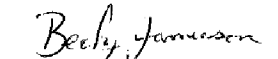
**THIS BY-LAW READ TWICE THIS 8<sup>TH</sup> DAY OF JUNE, A.D., 2020.**

  
\_\_\_\_\_  
Mayor  
Debbie Bath-Hadden

  
\_\_\_\_\_  
Clerk  
Becky Jamieson

**THIS BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 8<sup>TH</sup> DAY OF JUNE, A.D., 2020.**

  
\_\_\_\_\_  
Mayor  
Debbie Bath-Hadden

  
\_\_\_\_\_  
Clerk  
Becky Jamieson

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**APPENDIX “1”**

**THIS AGREEMENT**

**MADE THIS – 1<sup>st</sup> day of April 2023**

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

Hereinafter called the ‘EMPLOYER’

PARTY OF THE FIRST PART

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1652**

Hereinafter called the “UNION”

PARTY OF THE SECOND PART

**ARTICLE 1: PREAMBLE**

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

- 1) TO maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) TO recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- 3) TO encourage efficiency in operation;
- 4) TO promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union;

- 1.02 **AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

**NOW THEREFORE**, the Parties agree as follows:

## **ARTICLE 2: MANAGEMENT RIGHTS**

### 2.01 **Management Rights**

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this agreement. The question of whether one of these rights is limited by this agreement may be decided through the grievance procedure.

### 2.02 **Not Discriminatory**

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

## **ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

### 3.01 **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and Its Local #1652 as the sole and exclusive collective bargaining agency for all of its employees save and except the Canine Control Officer/Courier, Facilities Coordinator, Superintendent, persons above the rank of Superintendent, and Office Staff, and persons regularly employed for not more than 24 hours per week, 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.

**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 purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

3.02(A) The Union and the Employer agree that, notwithstanding Article 3.02, bookings for use of the arenas and community centres may also be undertaken by the Employer, the details of which would be developed by the Employer and the Union.

**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 Shall Not Discriminate**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise, by reason of any ground protected by the Ontario Human Rights Code,

including place of residence, nor by reason of their membership, non-membership or activity in the Union.

## **ARTICLE 5: UNION SECURITY**

### **5.01 All Employees to be Members**

All employees of the Employer included in the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within 90 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 them to the Union.

### **6.02 Deductions**

Deductions shall be made from each biweekly payroll period and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 15th day of the month following the one in which they were deducted.

### **6.03 Along with deductions, the Employer will provide:**

- i. A completed Union dues remittance form, supplied by the Union, and
- ii. An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from

whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

## **ARTICLE 7: THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to acquaint new 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.

### **7.02 Copies of Agreement**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward or representative who will provide them with a copy of the collective agreement.

## **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, P.O. Box 10, Cannington, Ontario, and the Secretary of the Union.

## **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 Union bargaining committee shall be appointed to consist of not more than three members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

### **9.03 Function of Bargaining Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., 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 a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises on notification to the Employer in order to investigate and assist in the settlement of a grievance.

### **9.05 Meeting of Committee**

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement.

**9.06 Time Off for Meetings**

Any representative of the Union on the bargaining committee, who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

**ARTICLE 10: RESOLUTIONS AND REPORTS OF THE BOARD****10.01 Employer Shall Notify Union**

The Employer agrees that any reports or recommendations about to be made to the Council dealing with matters of policy and 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.

**10.02 Copies of Resolutions**

Copies of all publicly available motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are to (1) be forwarded to the Union, and (2) be posted on all bulletin boards.

**ARTICLE 11: GRIEVANCE PROCEDURE****11.01 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, whose duties shall be to assist any employee which the steward represents in preparing, and in presenting their grievance in accordance with the grievance procedure.

**11.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the department(s) they represent before the Employer shall be required to recognize them.

**11.03 Grievance Committee**

The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.

**11.04 Permission to Leave Work**

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union understands and agrees that each steward is employed to perform full-time work for the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, no steward shall leave their work without obtaining the permission of their Department Head or designate, which permission shall not be unreasonably withheld.

**11.05 Definition of Grievance**

A grievance under this agreement shall be defined as any difference or dispute arising from this agreement between the Employer and any employee(s) in this bargaining unit or the Union, or a case where the Employer has acted unjustly.

**11.06 Settling of Grievances**

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

### Step 1

The aggrieved employee(s) shall submit the grievance to their steward within fifteen (15) working days after the circumstance giving rise to the grievance having occurred.

### Step 2

If the Union steward considers the grievance to be justified, the employee(s) concerned, together with their steward, shall first seek to settle the dispute with the employee's supervisor.

### Step 3

Failing satisfactory settlement within 2 working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the steward, will submit to the Department Head a written statement of the particulars of the complaint and the redress sought. The Department Head shall render their decision within 4 working days after receipt of such notice.

### Step 4

Failing settlement being reached in Step 3, the employee(s) concerned, together with the Grievance Committee shall submit the matter to the Chief Administrative Officer who shall render their decision within 5 working days after receipt of such notice.

### Step 5

Failing settlement being reached in Step 4, the employee(s) concerned, together with the Grievance Committee shall submit the matter to the three Employer's members of the bargaining committee, which shall render its decision within 5 working days.

### Step 6

Failing a satisfactory settlement being reached in Step 5, the Union may, on giving 5 days' notice in writing to the Employer of its intention, refer the dispute to arbitration.

**11.07 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this article may be bypassed.

**11.08 Union May Initiate Grievances**

The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee(s) or steward, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

**11.09 Grievances on Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitration.

**11.10 Replies in Writing**

Replies to grievances shall be in writing at all stages.

**11.11 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings.

**11.12 Supplementary Agreements**

Supplementary Agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

**11.13 Failure to Act Within Time Limits**

Failure of the Grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

**11.14 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 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.

**ARTICLE 12: ARBITRATION****12.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within 5 days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairman.

It is understood that the parties may agree to appoint a single arbitrator in lieu of a board and the procedures for selecting and powers conferred on the chair of the Board set out in Article 12 shall also apply to the appointment of that single arbitrator.

**12.02 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within 7 days of appointment, the

appointment shall be made by the Minister of Labour upon the request of either party.

**12.03 Board Procedure**

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within 10 days from the time the chairman is appointed.

**12.04 Decisions of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

**12.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within 3 days.

**12.06 Expenses of the Board**

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
- 2) One half the fees and expenses of the chairman.

**12.07 Amending of Time Limits.**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this agreement.

**12.08 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 13: DISCHARGE, SUSPENSION AND DISCIPLINE****13.01 Warnings**

Whenever the Employer or a designate deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a standard by a given date, the Employer shall within 5 days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

**13.02 Discharge Procedure**

An employee who has completed the 90-day probationary period may be dismissed but only for just cause and only upon the authority of the Employer. A Department Head may suspend an employee but shall immediately report such action to the Chief Administrative Officer. When an employee is discharged or suspended, such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

**13.03 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1, 2 and 3 of the Grievance Procedure shall be omitted in such cases.

**13.04 Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the day period next preceding such discharge or suspension, or by any other arrangement as to compensation 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.

13.05 Each employee shall have reasonable access to the employee's personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the appropriate Director or designate. Upon request an employee will receive a copy of the record of any disciplinary action in the personnel file.

13.06 Discipline will be removed from an employee's record after twenty-four (24) months of active employment following receipt of such discipline provided that there has been no discipline of the same subject matter.

## **ARTICLE 14: SENIORITY**

### **14.01 Seniority Defined**

Seniority is defined as the length of service of the employee for the Employer the Township of Brock and shall be a factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

In the event of a tie, the seniority order will be established by a coin toss. A member of the Union executive shall toss the coin and the affected Employees and a representative of the Employer, shall be in attendance during the coin toss procedure. The results of the coin toss shall be recorded and signed by those in attendance and a notation shall appear on the seniority list.

### **14.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January in each year.

### **14.03 Probationary Employees**

Newly hired employees shall be considered as being on a probationary basis for a period of 90 days worked 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.

**14.04 Casual Labourers**

Casual Labourers can be hired at any time for a period of up to twelve (12) months, or a longer period upon mutual agreement between the parties provided that such Casual Labourer does not displace a regular employee. Casual Labourers shall receive all rights and benefits on a pro rata basis in the Collective Agreement, except for Articles 14.01, 14.02, 14.05, 25.01, 25.02 and 25.03. The employment of such employees may be terminated at any time during the period of employment without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. Despite the foregoing, any casual labourers who work twelve consecutive months (summer and winter seasons), will be given seniority rights for the sole purpose of future casual labourer positions and will only be terminated in accordance with Article 14.05 during the term of their contract. It is acknowledged that the employer shall not increase the number of Casual Labourers to be employed (eleven (11)) as per the levels established in 2006.

**14.05 Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- 1) They are discharged for just cause and is not reinstated.
- 2) They resign.
- 3) They are absent from work in excess of 5 working days without notifying the Employer, unless such notice was not reasonably possible.
- 4) They fail to return to work within 7 calendar days following a layoff 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) They are laid off for a period of more than one year. Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new employer.
- 6) They overstay an approved leave of absence and fail to obtain written extension from the Employer, unless such notice was not reasonably possible.

## **ARTICLE 15: PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops, and on all bulletin boards for a minimum of one week, in order that all members will know about the position and be able to make written application therefor.

### **15.02 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner, and a program of job training must be initiated.

### **15.03 Method of Making Appointments**

In making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability. Appointments from within the bargaining unit shall be made within 5 weeks of the closing date of the job posting.

**15.04 Trial Period**

The successful applicant shall be placed on trial for a period of 90 days worked excluding holidays, vacations, sick leave, and leaves of absence. Conditional on satisfactory service, as determined in the sole discretion of the Employer acting reasonably, such trial promotion shall become permanent. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves 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. 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.

**15.05 Promotions 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.

**15.06 Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls, and terminations of employment.

**15.07 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, will be employed in other work, if such other work is available and they have the required qualifications and ability for such work, without regard to other

seniority provisions of this agreement, except that such employee may not displace an employee with more seniority.

## **ARTICLE 16: LAYOFFS AND RECALLS**

### **16.01 Layoff and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. It is agreed that should a layoff occur, a casual employee is to be laid off first in order not to displace a full-time employee. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

### **16.02 No New Employees**

No new employees will be hired until those laid off have been given an opportunity of re-employment.

### **16.03 Notice of Layoff**

The Employer shall notify employees who are to be laid off 15 working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work 15 full days after notice of layoff, they shall be paid in lieu to work for that part of 15 days during which work was not made available.

### **16.04 Continuation of Benefits**

The Employer agrees to pay the full coverage to the group insurance plans for employees laid off for periods of less than 6 months. In the event of a longer layoff, employees so affected will be given the right to continue this coverage through direct payments.

**16.05 Grievances on Layoffs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 4 of the Grievance Procedure.

**ARTICLE 17: HOURS OF WORK****17.01 Hours**

- 1) The normal work week, except for parks and arena personnel shall consist of 5 8-hour days from Monday to Friday, inclusive, for a total of 40 hours per week.
- 2) The normal work period for parks and arena personnel shall consist of 8 consecutive hours per day; 10 days in a 2-week period; no more than 7 consecutive days with every third weekend off.
- 3) Summer hours for roads/works employees shall consist of four (4) 10 hour days (6:30 a.m. – 4:30 p.m.) and shall be effective from the second (2<sup>nd</sup>) full week of May until the end of the second (2<sup>nd</sup>) full week of September. The Employer shall post the schedule for summer hours no later than May 1<sup>st</sup> of each year. The Employer further agrees to schedule one (1) Full-time employee and one (1) casual labourer to work Fridays and the Full-time employee that works on the Friday will be given the previous Monday off.
- 4) Effective the 2025 calendar year:  
During the summer months (from the second (2<sup>nd</sup>) full week of May until the end of the second (2<sup>nd</sup>) full week of September), the Employer shall assign full-time arena/parks employees to a ten hour shift, four (4) days a week (on a staggered daily schedule as approved by management) and the Employer may assign temporary or casual arena/parks employees four (4) days a week, ten hour days (on a staggered schedule as approved by management).

**17.02 Working Schedule**

The hours and days of work of each employee shall be posted in an appropriate place at least 2 weeks in advance. The Employer shall, after agreement with the Union, set forth a working schedule for each department.

**17.03 Assignment of Employees to Arenas**

The number of permanent employees assigned to each employer arena for the winter months (October – March, inclusive) shall be based on the usage of the arena as determined by the Employer.

**17.03 (B) Travelling Grass Crew**

One full-time employee shall be assigned to the travelling grass crew for the summer months.

**17.04 Minimum Hours**

An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of 3 hours' pay if they do not commence work, and a minimum of 4 hours' pay if the employee does commence work.

**17.05 Break Period**

All employees shall be permitted a 15-minute rest period both in the first and second half of a shift which shall be taken at the job site where the employee has been assigned.

**17.06 Wash-Up Time**

Employees shall be allowed 5 minutes' wash-up time before the lunch period and before quitting time.

**17.07 Running Lunch**

During the summer months set out in Article 17.01 3) and 4) all employees of the Roads Department and Arena/Parks shall be paid for a one half hour running lunch to be taken at the job site.

**ARTICLE 18: OVERTIME****18.01 Overtime Defined**

All time worked beyond the normal work day, the normal work week, or on a holiday shall be considered as overtime.

**18.02 Overtime Rates**

Overtime rates shall apply for work as follows:

- 1) On a regular work day - time and one half.
- 2) On a regularly scheduled day off - time and one half.
- 3) On a holiday when the employee was scheduled to work - time and one half plus another day off with pay at a time mutually agreeable between the employee and the Employer.
- 4) On a holiday when the employee was not scheduled to work - double time plus another day off with pay at a time mutually agreeable between the employee and the Employer.
- 5) On a Sunday - double time.

Regarding additional Arena Staff, and employees working on a rotating schedule, it is understood and agreed that their second day off will be recognized as their Sunday.

**18.03 No Lay-Off to Compensate for Overtime**

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

**18.04 Sharing of Overtime**

Overtime and call back time shall be divided equitably among the employees who are willing and qualified to perform the work that is available.

**18.05 Minimum of Overtime**

Overtime work shall be on a voluntary basis with the exception of on-call, as defined in Article 23.05, and road patrols. The Employer will endeavour to keep overtime to a minimum.

**18.06 Overtime During Layoffs**

There shall be no overtime worked in any operation while there are employees on layoff able to perform the available work.

**18.07 Minimum Call-Back Time**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of 3 hours at overtime rates provided that this does not apply to work performed immediately preceding or following a regular work day for which such overtime work shall be paid for on the basis of the actual time worked in accordance with Article 18.02.

**18.08 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate at a time mutually selected by the employee and the Employer and that a request for such time off in lieu of the said overtime pay shall be made in writing and shall be confirmed in writing by the Employer. The maximum amount of time off in lieu of the said overtime pay any employee may accrue in any calendar year is 12 days (96 hours). All time off in lieu of overtime pay shall be taken during the year in which overtime occurs, and that all time banked, and not taken by December 31 in the year which the overtime occurs shall be paid for in cash at the

appropriate overtime rate with the exception of all overtime that falls within payroll one (1) of the next calendar year.

## **ARTICLE 19: HOLIDAYS**

### **19.01 List of Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	4 Hours on Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	4 Hours on New Year's Eve Day
	National Day for Truth and Reconciliation

and any other day proclaimed as a holiday by the Dominion, Provincial or the Municipal Government. In addition to the foregoing the Employer shall allow for a floating holiday to be taken at a time mutually agreed upon between the Employee and the Employer.

### **19.02 Additional Holiday**

When Christmas falls on a Tuesday, Boxing Day shall be observed on the preceding Monday. By mutual consent of the parties, this may be changed to a day other than the Monday.

### **19.03 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.

**19.04 Holiday Pay**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 18.01.

**19.05 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.

**ARTICLE 20: VACATIONS****20.01 Length of Vacation**

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

Less than one year	-	1 working day for each completed month Maximum of 10 days
One year or more	-	2 weeks
In the year the Fifth Anniversary falls	-	3 weeks
In the year the Tenth Anniversary falls	-	4 weeks (not more than 3 weeks to be taken during July and August)
In the year the Seventeenth Anniversary falls	-	5 weeks (not more than 3 weeks to be taken during July and August)
In the year the Twenty-Second Anniversary falls	-	6 weeks (not more than three weeks to be taken during July and August)
In the year the Twenty-Seventh Anniversary falls	-	7 weeks (not more than three weeks to be taken during July and August)

**Effective January 1, 2025**

Less than one year	-	1 working day for each completed month Maximum of 10 days
One year or more	-	2 weeks
In the year the Fourth Anniversary falls	-	3 weeks
In the year the Ninth Anniversary falls		4 weeks (not more than 3 weeks to be taken during July and August)
In the year the Seventeenth Anniversary falls	-	5 weeks (not more than 3 weeks to be taken during July and August)
In the year the Twenty-Second Anniversary falls	-	6 weeks (not more than three weeks to be taken during July and August)
In the year the Twenty-Seventh Anniversary falls	-	7 weeks (not more than three weeks to be taken during July and August)

**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 for each holiday in addition to their regular vacation time.

**20.03 Calculation of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period, and shall include regular shift bonus where applicable.

**20.04 Vacation Pay on Termination**

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

**20.05 Vacation Schedules**

The Employer shall inform the employees, in writing, prior to March 1st of each year that all vacation requests must be submitted, in writing, by no later than March 31st of each year and that approval be posted no later than May 1st of each year. Any employee not submitting their requests by March 31st may not be granted their vacation as per their seniority. It is further agreed that written requests for vacation, between January 1st to May 1st of each year, be dealt with in a timely manner following such time as the request was made.

**20.06 Unbroken Vacation Period**

Save as hereinbefore provided, an employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

**20.07 Illness During Vacation**

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation.

**ARTICLE 21: SICK LEAVE PROVISIONS****21.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled, quarantined by exposure to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997.

**21.02 Amount of Sick Leave**

Sick leave shall be earned by employees in accordance with the provisions set out in Schedule "B" attached to and forming part of this agreement.

**21.03 Illness in the Family**

In case of illness of an immediate member of the family of an employee where no one, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use a maximum of 5 sick leave days per illness for this purpose, provided that the employee shall be limited to a total of 10 days in any calendar year for this purpose. It is understood that "immediate family" shall include spouse, child, parent or parent-in-law, stepchild(ren), grandparent and step grandparent.

**21.04 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in Article 21.01. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

**21.05 Proof of Illness**

An employee shall be required to produce a certificate from a qualified medical practitioner for any illness in excess of 3 working days certifying that such employee is unable to carry out their duties due to illness.

The Employer will reimburse the cost of the medical certificate required by the Employer upon submitting proof of the cost to the Employer.

**21.06 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

**21.07 Sick Leave Without Pay**

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

**21.08 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

**21.09 Severance or Retirement Allowances**

Any regular employee, upon termination of their employment for any reason, shall be entitled to a sick leave gratuity as outlined in Schedule "B."

**ARTICLE 22: LEAVE OF ABSENCE****22.01 For Union Business**

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

**22.02 Union Conventions**

Leave of absence without pay and without loss of seniority shall be granted upon request to the employer to employees elected or appointed to represent the Union at Union conventions or seminars.

**22.03 Leave for Union and Public Duties**

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of up to one year. Such leave shall be renewed each year on request during their term of office.

**22.04 Bereavement Leave**

An employee shall be granted seven (7) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death or serious illness of a wife, husband, child, stepchild(ren), grandchildren, step grandchildren, parent, or stepparent.

An employee shall be granted three (3) regularly scheduled consecutive work days without loss of salary or wages in the case of the death or serious illness of a brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, step-grandparent, or any second degree relative who has been residing in the same household. Where the burial/ceremony occurs outside the Province, such leave shall include, as well, reasonable travelling time, the latter not to exceed 7 days.

An employee shall be granted one (1) day's leave when asked to be a pallbearer.

An employee will be granted a further day on the above entitlements to be used if an interment and/or a day of celebration occurs at a later date.

**22.05 Medical Care Leave**

Employees shall be allowed paid leave of absence up to twenty-four (24) hours per annum in order to engage in personal preventive medical and

dental care. On request, employees may be required to show proof of medical or dental care.

**22.06 Time Off for Elections**

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

**22.07 Jury or Court Witness Duty**

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

**22.08 Education Leave**

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service.

**22.09 General Leave**

The Employer shall grant leave of absence without pay and without loss of seniority to any employee 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.

## 22.10 Pregnancy, parental and adoption leave

### i) Leave Entitlements:

Pregnancy, parental and adoption leave shall be granted in accordance with the Employment Standards Act, 2000.

Employees may be entitled to Employment Insurance benefits while they are on pregnancy and/or parental leave.

### ii) Employment Insurance (EI) Benefits:

a) Eligibility for EI maternity and parental benefits, and the amount of benefit paid to parents, is determined by federal EI policy and legislation.

b) When a claim for EI benefits is approved, EI requires that a one (1) week waiting period is served by one parent receiving EI maternity and/or parental benefits. Where two parents are sharing parental leave benefits only one is required to serve the EI waiting period. In most cases, this will be the birth mother, who will have served a waiting period at the beginning of her maternity leave.

## 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 either electronically or in writing as determined by management. Should any member not be able to access an electronic copy, Management, will provide one in writing.

### 23.02 Pay During Temporary Transfers

When an employee is assigned by management to perform the principal duties of another job, they shall receive the rate for the job or their regular rate, whichever is the greater. Provided that the temporary transfer is for a

period of 20 consecutive days or more, when an employee returns to their position paying a lower rate, their rate shall not be reduced until after 20 consecutive working days.

### 23.03 **Mileage Allowance**

Mileage rates paid to employees using their own automobiles for the Employer's business shall be as follows:

- 1) The township mileage will be adjusted annually in line with the Canada Revenue Agency Automobile Allowance rate. All mileage shall be calculated from the first to the last day of each calendar month.
- 2) As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the employee may, with the approval of the Employer, elect to use their own car at the approved mileage rate. If an employee does not elect to use their own car, or if they do not own a car, the Employer will, if necessary, provide alternative transportation appropriate to the occasion.

### 23.04 **On Call Pay**

When an employee is advised that they are "on call", that is immediately available by direct telephone contact, they shall be paid straight time wages in accordance with the following schedule:

Monday to Friday, inclusive	-	2 hours pay per day
Saturday and Sunday	-	3 hours pay per day
Holidays listed in Article 19	-	4 hours pay per day

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 18 - **Overtime**, of this agreement. On call duty shall be equally divided among the qualified employees.

**23.05 Overtime Meal Allowance**

Employees required to work more than 4 hours' overtime in any day or shift shall be provided with a meal by the Employer.

**23.06 Educational Allowances**

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. The initial cost shall be made by the Employer. The employee shall reimburse the Employer for the full cost incurred by the Employer in the event that the employee is not successful in completing the course requirements including the receipt of a certificate if offered.

**ARTICLE 24: JOB CLASSIFICATION AND RECLASSIFICATION****24.01 Job Classification**

The Employer agrees to draw up job classifications for which the Union is bargaining agent.

**24.02 No Elimination of Present Classification**

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

**24.03 Changes in Classification**

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels they are unfairly or incorrectly classified, or when any position not covered by 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 reclassification 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 a mutually agreeable pension plan. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

### **25.02 Hospital and Medical Insurance**

The Employer shall pay the premiums of the following plans:

- 1) Ontario Hospital Services Plan
- 2) Manulife Financial
  - Extended Health Care - (\$10/20 deductible or equivalent) including private hospital coverage
  - Vision care in the amount of \$365.00 every 24 months. Effective on March 23, 2020, vision care in the amount of \$400.00 every 24 months. Effective January 1, 2025, vision care in the amount of \$475.00 every two calendar years.
  - Prescriptions shall be subject to a dispensing fee cap of \$12.00 for all present employees.

In the case of absence for illness, the Employer contributions will be paid in accordance with Article 21.01. Thereafter, the employee may pay the full premiums through the Employer if they so desire. The Employer shall pay 100% of the premium cost for a basic dental plan, the said plan to be in effect immediately. The current O.D.A. Schedule of Fees shall apply.

Basic dental coverage shall have an annual maximum of \$1,500 and dental check-ups shall be every 9 months. Effective March 23, 2020, the Employer agrees to increased coverage for dentures, crowns and bridges at 50%

copay with a combined calendar year maximum of \$1,500.00, and orthodontics payable at 50% with a lifetime maximum of \$2,000.00.

Effective January 1, 2025, the Employer agrees to increased coverage for dentures, crowns and bridges at 50% copay with a combined calendar year maximum of \$2,000.00, and orthodontics payable at 50% with a lifetime maximum of \$2,500.00.

**25.03 Group Life Insurance**

Employees shall participate in a mutually agreed upon Group Life and Accidental Death and Dismemberment Insurance Policy in the amount of twice the annual salary per employee, with the Employer paying the regular monthly premiums. Dividends from this policy may be allowed to accrue but shall only be used for the improvement of the Group Life Plan as may be mutually determined between the Employer and the Union from time to time.

**25.04 Supplementation of Compensation Award**

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and their regular salary to a maximum of 9 months. Also, the Employer and the Union will develop an absent Management Plan which could assist an Employee's return to work.

**25.05 Benefits for Early Retirees**

Employees who retire early (before age 65) and achieve a magic number of 85, defined as their age plus years of service, and who take a retirement pension will now be provided with extended health (drugs, private hospital and vision care) and the dental plan coverage up to age 65 provided that

75% of their years of service has been accumulated while employed by the Corporation. The cost of this program is paid by the Corporation.

**25.06 Death Benefit**

The Corporation will, upon the death of an Employee, continue benefits for the spouse and/or dependents for eighteen (18) months or age 65 of spouse or until they remarry, whichever comes first.

**ARTICLE 26: SAFETY AND HEALTH**

**26.01 Cooperation on Safety**

The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work. The Employer shall cause a joint Health and Safety Committee to be established in accordance with the provisions of the Occupational Health and Safety Act.

**26.02 First Aid Kits**

A first aid kit shall be supplied by the Employer to each mobile unit of employees.

**26.03 Excavation Work**

When men are employed in excavation work, there shall be a man on the surface of the ground to ensure the safety of men engaged in the trench and to assist in the carrying out of the work.

## **ARTICLE 27: TECHNOLOGICAL CHANGE**

### **27.01 No New Employees**

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

### **27.02 New Equipment**

When the Employer introduces a new piece of equipment employees shall be trained on the equipment prior to being required to work on the equipment.

## **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 work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee if the members of the collective bargaining unit are available and able to do the work or service.

### **28.02 Inclement Weather**

Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall either provide indoor work for outside crews, or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

## **ARTICLE 29: UNIFORM AND CLOTHING ALLOWANCES**

### **29.01 Clothing Allowances**

All regular employees shall be paid a clothing allowance of \$300.00 per year, payable on the 1st day of September in each year. Effective September 1, 2020, all regular employees shall be paid a clothing allowance of \$350.00 per year, payable on the 1st day of September in each year. All regular employees shall be entitled to an amount not to exceed \$225.00 per year, payable on the 1<sup>st</sup> day of September in each year to defer the cost to purchase safety boots upon proof of purchase being submitted to the Employer. This amount shall increase to \$275.00 effective January 1, 2025.

## **ARTICLE 30: GENERAL CONDITIONS**

### **30.01 Proper Accommodation**

Accommodation in accordance with conditions existing immediately prior to this agreement shall be provided for employees to have their meals and keep and change their clothes.

### **30.02 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.

### **30.03 Tools and Equipment**

The Employer shall supply all tools and equipment required by the employees in the performance of their duties. Replacements will be made by producing the worn or broken tool.

**30.04 Indemnity**

Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel where necessary for any action initiated against any employee by virtue of performance of their assigned duties provided the employee was acting in good faith in the performance of those duties.

**ARTICLE 31: PRESENT CONDITIONS AND BENEFITS****31.01 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or 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 32: COPIES OF AGREEMENT****32.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. For this purpose the Employer shall have prepared sufficient copies of the agreement within a reasonable time of its execution.

**ARTICLE 33: GENERAL****33.01 Plural or Feminine Terms May Apply**

Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

## **ARTICLE 34: TERM OF AGREEMENT**

### **34.01 Effective Date**

This agreement shall be binding and remain in effect from **April 1, 2023 to March 31, 2026** and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than 90 days prior to the termination date of the agreement in any year that it desires its termination or amendment.

### **34.02 Changes in Agreement**

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.


### **34.03 Agreement to Continue in Force**


Where such notice requests revisions only, the following conditions shall apply:


- 1) The notice shall state specifically the revisions requested, and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree;
- 2) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

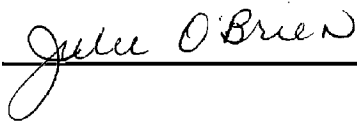
Signed in Ontario, this 4th day of March, 2025

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1652


  
Derrick O'Grady (Mar 7, 2025 05:49 EST)


  
Brad chennie (Mar 4, 2025 14:53 EST)

  
Brandon Lowe (Mar 11, 2025 19:10 EDT)

  
Julie O'Brien

SIGNED ON BEHALF OF  
THE CORPORATION OF  
THE TOWNSHIP OF BROCK

  
Walter Schummer (Mar 4, 2025 13:45 EST)

**Mayor**  
  
Fernando Lamanna (Mar 4, 2025 13:57 EST)

**Municipal Clerk**

KG/COPE491

**SCHEDULE "A"**

Job Classification	April 1, 2023 Per Hour	April 1, 2024 Per Hour	April 1, 2025 Per Hour
	3%	3%	3.5%
Working Foreman, Including Arena Managers, Lead Hand	\$32.37	\$33.34	\$34.51
Heavy Equipment Operators	\$31.06	\$32.00	\$33.12
Light Machinery Operators	\$29.62	\$30.51	\$31.58
Labourers	\$28.84	\$29.71	\$30.74
Casual Labourers	\$25.35	\$26.11	\$27.02

Full-time employees who maintain the ice surface, where installed, shall be paid equivalent to Light Machinery Operator rate of pay from October 1st to March 31st of each year.

**A Shift Premium of 75 cents per hour** is to be paid for all shifts other than a recognized day shift with respect to Arena personnel only. Effective on ratification (November 22, 2024) by both parties, increase this premium to \$1.25 per hour.

**A Class "A" premium of 75 cents per hour** shall be paid to any employee required to operate equipment requiring a Class "A" driver's licence for the whole day if required for any part of the day. Effective on ratification (November 22, 2024) by both parties, increase this premium to \$1.25 per hour.

In addition, out-of-pocket expense, including medical examinations, incurred by an employee in respect of renewing a Class "A" and/or "D" licence, required of their job, will be paid by the Employer.

Should an Employee be required to operate any other equipment machinery which is outside of their regular job classification, they shall be paid that classification's rate of pay for the entire workday.

**SCHEDULE "B"****SICK LEAVE - SEE 21.02**

The accumulated sick leave days standing to the credit of all employees shall be frozen as of July 1, 1985.

All employees' Sick Leave Credits as of July 1, 1985, shall be paid out on one or a combination of the following options:

**OPTION A:**

Pay out 50% of accumulated vested sick day credits to a maximum of 130 days (6 months) of salary. Pay-out, at the employee's option, would be made over a period of up to 3 years, based on the earnings in effect on the date of pay-out.

**OPTION B:**

Same as Option A, except that an employee's pay-out value would be held in trust until the earlier of termination, death or retirement. Again, pay-out values would be based on the earnings in effect on the date of pay-out.

The balance of accumulated sick days after the 50% pay-out would be used to top up the new Short Term Disability and Long Term Disability benefits on a pro rata basis. These days would be used for top up purposes only and would have no present or future gratuity pay-out value. Maximum top up on Short Term Disability would be to 100% of earnings, whereas maximum top up on Long Term Disability would be to 85% of earnings.

Upon termination of the Sick Leave Benefit, the Township would implement a new self-insured non-occupational (off the job) Short Term Disability Benefit. Disabilities incurred on the job are covered by Workplace Safety and Insurance.

Benefits, as outlined herein, would commence on the 1st day of disability due to accident or sickness and would be payable for up to 17 weeks.

<b><u>LENGTH OF SERVICE</u></b>	<b><u>100% OF SALARY</u></b>	<b><u>75% OF SALARY</u></b>
Less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

**NOTE:**

- 1) Each employee's allotment of 100% weeks is credited on their length of service, and as such, is automatically reinstated and/or increased each year on their employment anniversary date. An employee collecting disability benefits on their anniversary date due to an illness or accident that commenced prior to this date, would not be entitled to any such reinstatement or benefit improvement until they return to work on a full-time basis.
  
- 2) If an employee runs out of 100% weeks, there will always be up to 17 weeks of disability coverage at 75% of earnings for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full-time basis for at least 20 working days.

As a cost containment measure, and to prevent potential abuse, the following stipulations would apply to the self-insured disability benefit:

1) **PROOF OF ILLNESS**

As per Article 21.05.

2) **UNCERTIFIED ABSENCE**

More than 56 or 80 hours, depending on regular daily hours of work, of accumulated uncertified absence within the calendar year shall be charged as sick leave without pay.

3) **PROGRESS REPORT RE ILLNESS**

In any case of prolonged illness, the employee shall submit such periodic reports on their condition as the Township may require.

4) The Township, upon suspecting abuse, would at its discretion, have the right to have any employee examined by a Township appointed physician. Any dispute between the employee's physician and the Township's physician would be settled by a mutually acceptable independent physician.

All group benefits not eligible for waiver of premium provisions such as O.H.I.P., Private Hospital, Extended Health Care and Dental Benefits would be discontinued after sixty months of continuous disability on L.T.D.

In conjunction with the Short Term Disability Benefit, the Township would implement a new 24-hour insured Long Term Disability Benefit. A benefit level of 66 - 2/3% of monthly earnings to an overall maximum of \$7,000 with a non-medical maximum of \$5,500 would be payable to the earlier of retirement or age 65. Benefits would commence after a waiting period of 17 weeks (when Short Term Disability Benefits terminate). The Long Term Disability Benefit would contain a 24 - month own occupation definition of disability and would be integrated with C.P.P. benefits on a primary basis. If the disability is work related, benefits would also be integrated with any Workplace Safety and Insurance benefits. This benefit would have no pre-existing conditions limitations.


## **LETTER OF UNDERSTANDING – 1**


The undersigned bargaining representatives, acting on behalf of the Corporation of the Township of Brock and the undersigned representatives of the Canadian Union of Public Employees, Local 1652, agree to the following:


1. Winter Patrol effective the winter of 2024/2025 (November 15 to April 15):
  - a. Following the ratification of the Collective Agreement by both parties, the Employer shall post for a winter patrol shift to fill 4 positions in accordance with Article 15.03. Any staff that perform winter maintenance work will be eligible to apply. In the event that 4 qualified employees do not apply, the Employer shall assign the shift by reverse seniority.
  - b. The winter patrol shift shall be 4 a.m. to 12 p.m. on the weekdays, with a rolling paid ½ hour lunch during this shift, and 4 a.m. to 7 a.m. on the weekend. An employee working the winter patrol shift shall be paid a premium of \$3.25 for every hour worked during the weekday and overtime in lieu of the premium on the weekend. It is further understood that any hours outside the regular winter patrol shift will be deemed overtime pursuant to the collective agreement.
  - c. Each employee who is assigned to the winter patrol shift in accordance with paragraph (a) above, shall be assigned the shift seven days in a row and may be assigned overtime where required. The schedule shall be posted on an annual basis by October 15. However, planned scheduling changes (e.g. planned vacation and/or leaves) will be made in accordance with Article 17.02 and unplanned scheduling changes (e.g. leaves) will be communicated to the employee as soon as reasonably possible in the circumstances.
  - d. An employee assigned to a winter patrol shift shall not be on-call while on this shift and other winter maintenance staff shall be deemed on-call on a rotational basis.
  - e. The parties agree to meet at the end of each winter season to review the success of the shift and determine whether any changes to the program need to be made upon mutual agreement.

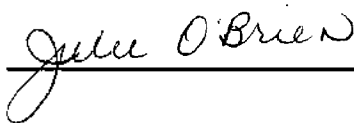
Executed at Brock, Ontario, this 4<sup>h</sup> day of March, 2025

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1652


  
Derrick O'Grady (Mar 7, 2025 05:49 EST)

  
Brad chennie (Mar 4, 2025 14:53 EST)


  
Brandon Lowe (Mar 11, 2025 19:10 EDT)



SIGNED ON BEHALF OF  
THE CORPORATION OF  
THE TOWNSHIP OF BROCK

  
Walter Schummer (Mar 4, 2025 13:45 EST)

**Mayor**

  
Fernando Lamanna (Mar 4, 2025 13:57 EST)

**Municipal Clerk**

**LETTER OF UNDERSTANDING – 2**

**RE: Uniforms**


The undersigned bargaining representatives, acting on behalf of the Corporation of the Township of Brock and the undersigned representatives of the Canadian Union of Public Employees, Local 1652, agree to the following:


- a. *The parties shall meet within 90 days of ratification to discuss changes to the current clothing/uniform practices.*
- b. *If the parties cannot agree to a new policy or protocol before September 1, 2025, the Town agrees to increase the clothing allowance to \$400.00 per year payable on the 1<sup>st</sup> day of September of each year.*

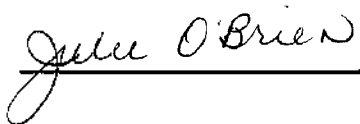
Executed at Brock, Ontario, this 4<sup>th</sup> day of March, 2025

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1652


  
Derrick O'Grady (Mar 7, 2025 05:49 EST)

  
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SIGNED ON BEHALF OF  
THE CORPORATION OF  
THE TOWNSHIP OF BROCK

  
Walter Schummer (Mar 4, 2025 13:45 EST)

**Mayor**

  
Fernando Lamanna (Mar 4, 2025 13:57 EST)

**Municipal Clerk**