



COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF GANANOQUE

(hereinafter called the "Employer")

Party of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1701

(hereinafter called the "Union")

Party of the Second Part

JANUARY 1, 2024 TO DECEMBER 31, 2028

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees and to provide a framework for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work, and other working conditions as herein provided.
- 1.02 Any changes or amendments to this Agreement must be made by mutual agreement and covered by a Letter of Understanding.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1701 as the sole and exclusive bargaining agent for all Employees save and except those in management positions above the rank of Lead Hand, administrative Employees and students either enrolled in school or during vacation periods.
- 2.02 **Temporary Employees**
- (a) Temporary Employees shall be defined as Employees hired for:
 - (i) A specific period of time on federal or provincial works programs; or
 - (ii) A specific period of time; or
 - (iii) To replace a regular Employee during temporary absences; or
 - (iv) To assist existing Employees with temporary increased work demands, for a period not to exceed six (6) months.
 - (b) Temporary Employees shall be covered by the terms of this agreement with the exception of all of Articles 11, 12, 13, 14.01 (b), 14.10, 14.11, 16, 17, 18.03, 19, Article 22.03, Article 22.04.
 - (c) Temporary Employees who become full-time Employees shall be credited with their seniority based on their length of continuous service in the bargaining unit from the original date of hire.
 - (d) Temporary Employees who have been hired for a specific period of time as seasonal shall have the right to be rehired the following year if the same or similar position is available, and their performance has been satisfactory as determined by the regular performance review. The Employer shall contact previous temporary employees to offer rehire, prior to posting the position.
 - (e) Temporary Employees who have completed a probationary period and are rehired to the same position the following year or subsequent years, shall not be required to complete an additional probationary period.
- 2.03 **Casual Employees**
- (a) A Casual Employee shall be defined as an Employee who is called in to work on an as needed basis and who has the right to refuse to accept a work assignment request. Casual Employees can work up to two (2) forty (40) hours consecutive weeks.
 - (b) A Casual Employee shall be paid the rate of the job that they are performing. Payment in lieu of vacation shall be paid at 4% shall be added to each pay received.

2.03 Continued

- (c) A Casual Employee shall be covered by the terms of this Agreement with the exception of all of Articles 11, 12, 13, 14.01 (b), 14.10, 14.11, 16, 17, 18.03, 19, Article 22.03, Article 22.04, and Schedule B apart from the safety equipment required for the assigned tasks.

2.04 It shall be the responsibility of the Employee to keep the Employer informed of their current address and phone number. Employee contact information shall be provided to the Union Local in July of each year.

ARTICLE 3 - MANAGEMENT FUNCTIONS

3.01 The Union acknowledges that it is exclusively the function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, recall and suspend or otherwise discipline Employees subject to the provisions of this Agreement. If there has been a claim of discriminatory promotion, demotion or lay-off or that an Employee who has completed their probationary period has been suspended or discharged without just cause or that there has been a discriminatory suspension or discharge of a probationary Employee pursuant to the Ontario Human Rights Code it may be treated as a grievance as provided under the Grievance Procedure;
- (c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the Employees; and
- (d) generally to manage the operation, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance of all Employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The Employer agrees that these functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.

3.03 The Employer shall provide three (3) weeks advance notice to the Union of changes to and/or new policies, rules unless legislated.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code, intimidation, restraint or coercion exercised or practiced by either party with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, sex, national ancestry or place of origin, marital status, or any other protected grounds, nor by reason of their membership or non-membership or activity or lack of activity in the Union.

- 4.02 The Union agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer, except when permitted by the Employer.
- 4.03 A bargaining unit Employee who is a Complainant or Respondent to a complaint and/or investigation under the Town's Workplace Violence, Harassment and Discrimination Policy will have access to union representation during such meetings. The Local, Complainant and Respondent shall receive a Summary Report of the Investigation Report. The summary report may be redacted as required to adhere to the Employer's confidentiality obligations as legislated.

ARTICLE 5 - UNION SECURITY

- 5.01 All Employees who are now members of the Union shall remain members of the Union as a condition of continued employment. All new Employees who join the Union shall remain members of the Union as a condition of continuing employment.
- 5.02 The Employer shall deduct Union dues from each Employee in accordance with written instruction provided by the Union.
- 5.03 Deductions shall be made from the first payroll period of employment after the first full month of employment and shall be forwarded to the Secretary-Treasurer of the Union no later than the 30th of the month accompanied by a list of the names of Employees from whose wages the deductions have been made.
- 5.04 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and the Union will provide a copy of the Collective Agreement to the Employee. The Employer will permit a meeting between the new Employee and a Union Steward of up fifteen (15) minutes.
- 5.05 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 5.06 The Employer will supply to the Union President the names, addresses, phone numbers, personal email (if available) and classifications of all members no later than April 15th, and no later than October 15th of each year, and upon request of the Union. The Employer will advise the Union President of any changes thereafter.
- 5.07 No Employee shall be required or permitted to make any written or verbal Agreement with the Employer or its representative(s) which conflicts with the terms of the Collective Agreement.
- 5.08 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer or the Employer's representatives without proper authorization from the Union.

ARTICLE 6 - REPRESENTATION

- 6.01 The Employer will recognize a Grievance Committee composed of not more than two (2) Employees selected by the Union, one of whom shall be known as "Steward" and the other to be the "Alternate Steward".. The Employer will also recognize a Negotiations Committee composed of not more than three (3) Employees selected by the Union.
- 6.02 Employees shall not be eligible to serve as members of the Negotiations Committee or Grievance Committee until they have completed their probationary period.
- 6.03 The Union shall keep the Employer notified in writing of the names of all of its Committee members (Grievance, Labour-Management, Health & Safety) and the Executive every July and shall provide such notification within thirty (30) days of any such changes.
- 6.04 It is understood that the Steward has their regular work to perform and that if it is necessary for them to service a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate Supervisor. In obtaining such permission the Steward shall state their destination to their immediate Supervisor and report again to them at the time of their return to work. The Steward must not be absent longer than is reasonably necessary on an issue that must reasonably be dealt with during working hours. In accordance with this understanding the Steward, when dealing with Employees' grievances during their regular hours of work, shall not suffer any loss in pay.
- 6.05 Labour Management Committee
It is agreed that a Labour Management Committee shall be established with up to three (3) members from the Union and up to three (3) members from the Employer. This Committee shall meet regularly (at least two (2) times per year) or at the written request of either party to discuss matters of mutual concern, which may assist in promoting improvements in the functions of the workplace and the welfare of its Employees. A meeting will be scheduled within 2 weeks of the written request. This Committee shall have the ability to recommend, but no capacity to effect any changes to the existing Agreement. The CAO of the Town and the CUPE National Representative shall be ex-officio members of the committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes will be prepared by the Town and reviewed and signed by the joint chairs of the committee prior to being distributed to all parties within three (3) business days.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

6.06 Negotiations Committee

For the purpose of negotiating a Collective Agreement, there will be equal representation at the table. The Employer will recognize the Local Union President and up to three (3) Employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee members shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off with pay to attend negotiation meetings with the Employer.

6.07 The Union shall have the right at any time to have the assistance of a representative of CUPE when dealing with matters arising from the Collective Agreement or negotiating with the Employer. Similarly, the Employer shall have the right at any time to have the assistance of a consultant/legal counsel when dealing or negotiating with the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE

Preamble

A grievance is defined as a difference arising between the parties related to the interpretation, application or the administration of this agreement, including a question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, may be referred to arbitration as described below.

Differences or disputes arising between the Employer, Union and the Employee shall be considered as grievances and shall be dealt with in the following manner, and all grievances shall be submitted and answered in writing, and shall state the Article(s) in dispute, the nature of the grievance and the remedy sought and be dated and signed by the Grievor and the Union. It is agreed by the parties that grievances should be settled as early as possible in the Grievance Procedure.

Time Limit

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance or when such circumstances give rise to it have occurred or ought reasonably to have come to the attention of the Employee and/or Union.

Grievance Committee

The Steward, President, and the Lead Steward or their designates of the Union shall constitute the Grievance Committee.

7.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their Supervisor or designate the opportunity of adjusting their complaint. The employee may have the assistance of a Union Steward if they desire or shall request that the Union representative appear on their behalf. Such complaint shall be discussed with their Supervisor or designate within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The Supervisor or designate shall issue a written response to the employee and the Union President within three (3) working days and failing settlement, it may then be taken up as a grievance within ten (10) working days following the written response of the Supervisor.

7.01 Continued

Step One (1)

The employee, accompanied by a Steward, or who may request that the Union representative appears on their behalf shall submit their grievance in writing to the Department Head or designate. The grievance shall identify the nature of the grievance, and the remedy sought and should identify the provisions of the Agreement that are alleged to be violated. The Grievance Committee, the employee and the Department Head will meet to discuss the grievance at the time and place suitable to both parties within ten (10) working days unless extended by agreement by the parties. It is understood that the Department Head or designate may have such counsel and assistance as they may desire at such meeting. The Department Head or designate will deliver their decision in writing within ten (10) working days following the day on which the grievance was presented to them. Failing settlement or response, then:

Step Two (2)

Within ten (10) working days following the decision under Step One, the grievance may be submitted in writing to the Chief Administrative Officer (CAO). A meeting will then be held between the CAO, the Grievance Committee and the Employee within ten (10) working days of the submission of the grievance at Step Two unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees may be present at the meeting. The decision of the CAO shall be delivered in writing within ten (10) working days following the date of such meeting. The Employer must be notified in writing within ten (10) working days following the decision of the CAO if the grievance is to be submitted to mediation as per Article 7.08 or to Arbitration as per Article 8.

7.02 No adjustment effected under the Grievance Procedure shall be made retroactive prior to the date the grievance was formally filed or presented at the appropriate step to the Employer under the foregoing with the exception of an administrative error involving an Employee's wages or in the case of a discharge or suspension.

7.03 The time limits fixed in the Grievance Procedure and Arbitration Procedure under Articles 7 and 8 are mandatory and not simply directory, unless otherwise agreed to in writing between the parties. It is agreed that a failure to process a Grievance or refer a grievance to arbitration within the time limits and/or requirements set out in Articles 7 and 8 will be an absolute bar to further proceeding and in such a case the grievance will be forfeited and deemed to have been abandoned. The time limits may be mutually extended in writing.

04 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 President or vice versa. The parties shall meet within ten (10) working days to consider the grievance and the Employer shall respond within ten (10) working days. Failing settlement of the grievance either party may submit it to mediation arbitration within ten (10) working days following the written response in accordance with Article 7.08 or Article 8 below.

7.05 Group Grievance

Where two (2) or more employees have identical grievances, and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving at Step One of the grievance procedure within ten (10) business days of the circumstances giving rise to the complaint or grievance.

7.06 The "days" referred to in this Article are normal business days, excluding Saturdays and Sundays and designated Holidays.

7.07 Grievances concerning lay-offs or recalls shall be initiated at Step One of the Grievance Procedure.

7.08 An Employee who claims they have been unjustly discharged shall institute a grievance at Step Two of the Grievance Procedure within ten (10) business days of the effective date of discharge.

7.09 Mediation

Prior to the scheduling of an arbitration hearing, the parties may retain the assistance of an impartial mediator in an effort to resolve any disputes referred to arbitration. A mediation meeting will be held within ninety (90) days of receipt of notification of arbitration as provided for in this clause except where mutually agreed by the parties.

In order to facilitate the timely scheduling of mediation meetings required under this clause, the parties will meet periodically to review and select available qualified mediators mutually acceptable to the parties. Such agreed mediators will be placed on a list of mediators that may be retained by the parties on an as needed basis.

Mediator costs will be shared equally between the parties. The parties agree that information exchanged during the mediation process is privileged and discussions are on a without prejudice basis.

This step may be bypassed by agreement of the parties.

If the parties at this Step are unable to reach a satisfactory settlement, then the matter shall be referred to arbitration within fifteen (15) business days.

ARTICLE 8 - ARBITRATION

8.01 Should any grievance fail to be resolved following the Grievance Procedures set out in Article 7, either party may refer the grievance to arbitration. A referral to arbitration must take place within fifteen (15) business days of the CAO rendering their decision in writing at Step Two of the Grievance Procedure. A referral to arbitration is a written request submitted to the other party that includes the referring party's suggestion for an arbitrator. If no referral to arbitration is received by the other party within fifteen (15) business days after the Step Two (Grievance Procedure) decision is rendered, the grievance shall be deemed to have been abandoned. Within five (5) business days after receiving the written referral to arbitration, the non-referring party shall submit its recommendations for arbitrators.

8.01 Continued

If the parties are unable to agree on an arbitrator within a period of ten (10) business days from the referring party's referral to arbitration, either party may then request the Ministry of Labour to appoint an impartial arbitrator.

- 8.02 No matter may be submitted to arbitration which has not been properly carried through all required steps of the Grievance Procedure.
- 8.03 The Arbitration Board shall not make any finding or decision inconsistent with the provisions of this Agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this Agreement, nor deal with matters not covered by this Agreement.
- 8.04 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision which shall be final, binding and enforceable upon the parties and upon any Employees affected by it, and may not be changed. The decision of the majority is the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall govern.
- 8.05 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 8.06 The time limits stipulated in the arbitration procedure are mandatory and may only be extended by mutual consent of the parties to this Agreement. Any grievance not processed in accordance with the time limits contained in this Article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent. A written request for valid reasons by either party for an extension to the time limits in this Grievance Procedure submitted prior to the time limit at the applicable Step of the Grievance Procedure shall not be unreasonably denied.
- 8.07 No adjustment effected under the Arbitration Procedure shall be made retroactive prior to the date the grievance was formally filed or presented at the appropriate step to the Employer under the foregoing with the exception of an administrative error involving an Employee's wages or in the case of a discharge or suspension.
- 8.08 Notwithstanding Article 8.01, the parties may agree to have any grievance heard by a single arbitrator. In such a case, the relevant parts of Article 8 will apply with the necessary changes.
- 8.09 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.

ARTICLE 9 - NO STRIKE NO LOCKOUT

- 9.01 The Union agrees that during the term of this Agreement there shall be no strikes. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 10 - DISCIPLINE, SUSPENSION, AND DISCHARGE CASES

10.01 A claim by an Employee who has completed their probationary period that they have been unjustly disciplined, suspended or discharged shall be treated as a grievance at Step Two if a written statement of such grievance is lodged with the Employer within ten (10) working days after the discipline, suspension or discharge is effective. Such grievance may be settled by the parties under the Grievance or Arbitration Procedure.

A Steward or other representative of the Union shall be present during any meeting in which discipline, suspension, or discharge decisions are being issued.

10.02 Written warnings or records of disciplinary action given to an Employee shall be removed upon request from the Employee's file and shall not be used against an Employee if the Employee has not been the subject of any disciplinary action for a period of twelve (12) months after the date of the written warning or record of disciplinary action. In the event an Employee is absent from the workplace on a leave for more than thirty days, the period of such leave will not be included in the calculation of the twelve (12) month period. An Employee's file will contain only information and /or letters that the Employee has received in writing.

ARTICLE 11 - SENIORITY

11.01 Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining unit wide basis.

11.02 The Employer shall maintain a seniority list showing the date upon which each Employee commenced employment and their classification and an up-to-date seniority list shall be posted once a year in the month of July with a copy to the Union.

11.03 An Employee will be considered on probation and will not be subject to the seniority provision of this Collective Agreement, nor shall their name be placed on the seniority list, until after they have completed a total of sixty (60) days of active employment with the Employer, which can be extended by mutual consent up to sixty (60) days of active employment. Such agreement shall not be unreasonably withheld. For the duration of the probationary period the Corporation will assess the employee's suitability for continued employment. The Corporation has the exclusive right to suspend or discharge probationary employees, provided that the reason for the discharge was not arbitrary, discriminatory in bad faith. Upon completion of such probationary period, the Employee's name shall be placed on the seniority list with seniority dating from the time they were last placed on the active payroll of the Employer.

11.04 An Employee shall lose all seniority and shall be deemed to have quit if they:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is laid off for a period of more than eighteen (18) months;
- (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the Employee;
- (e) fails to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail unless an explanation satisfactory to the Employer is given by the Employee;
- (f) it shall be the responsibility of the Employee to keep the Employer informed of their current address.

11.05 Transfer and Seniority Outside the Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without their written consent. Such transfers will not be less than six (6) weeks in duration.
- (b) If an employee accepts a position outside of the bargaining unit, on a temporary basis they shall have the right to return to the bargaining unit within six (6) months. An employee shall continue to accumulate seniority during this time. An employee shall not be allowed to assume a non-union position for more than six (6) months in a twelve (12) month cycle unless mutually agreed upon between the Union and the Employer for up to an additional three (3) months. Should the extension be agreed upon, seniority shall not accrue during any extension.
- (c) If an employee accepts a position outside of the bargaining unit, on a permanent basis they shall have the right to return to the bargaining unit only through a posting and shall have no seniority.

ARTICLE 12 - JOB POSTING

12.01 When a new position or vacancy occurs within the bargaining unit that the employer intends to fill it shall be posted internally within fourteen (14) days of such determination establishment and or the last working day of the current incumbent for five (5) working days. Such posting shall contain the duties of the position and the qualifications required.

The Employer shall not post externally and/or interview any external applicants until internal process has been completed.

12.02 In deciding which applicant, if any, shall fill a vacancy, the following factors shall be considered: skills, ability, qualifications, experience, knowledge and past performance (if applicable). In the case where two applicants are relatively equal, seniority will be the deciding factor. Relatively equal shall be a ten percent (10%) threshold.

12.03 An Employee who is promoted to another position covered by this Collective Agreement shall have the right to return to their previous position should they not be suited to the new position. This right must be exercised within three (3) months (or up to six (6) months if the probationary period has been extended as per Article 11.03). In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee chooses to return to their former position, they shall be returned to their former position and salary 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 and salary without loss of seniority and wage or salary. Any other applicants for the original posting will then be considered in accordance with Article 12.02. If there are no other applicants, then the position will be reposted.

ARTICLE 13 - LAY-OFF AND RECALL

Definition of Layoff

A layoff shall be defined as either a temporary or a permanent reduction in the work force, an elimination of a position, or a reduction in the regular hours of work as defined in this Collective Agreement.

13.01 In case of lay-off and recall from lay-off, seniority shall govern providing the remaining Employees have the ability to perform the work available. It is understood, however, that probationary and temporary Employees shall be first laid off.

13.02 No new Employees shall be hired until those laid off have been given an opportunity (in order of seniority) of recall provided the laid off Employee(s) have the ability and qualifications to perform the work.

13.03 During the term of this Agreement, the Employer agrees that no Employee shall be laid off due to contracting out of work presently performed by members of the bargaining unit.

13.04 The Employer shall notify Employees who are to be laid off in accordance with the following:

- (1) Employees who have completed their probationary period but have less than two (2) years' service: 10 working days
- (2) Employees with more than two (2) years' service: 15 working days

If the Employee has not had the opportunity to work the days as provided for above, they shall be paid for the days for which work was not made available.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 Works and Utilities Divisions

- (a) (i) The normal work week shall consist of forty (40) hours scheduled over five (5) days, being Monday to Friday or such other days as may from time to time be agreed to with the Union, with each successive period of work being eight (8) continuous working hours broken only by the unpaid meal and or the two (2) breaks provided for in clause 14.02. Subject to (c) below, the normal daily hours of work will be 7:00 a.m. to 3:30 p.m.
- (ii) The Employer may schedule ten (10) hour shifts for Works and Utilities Division Employees as required to meet operational requirements. When doing so, the Employer agrees to schedule ten (10) hour shifts for full week periods.

Recreation Division

- (b) (i) During off ice season (May to August inclusive), the normal work week for the recreation staff shall consist of forty (40) hours scheduled over five (5) days, being Monday to Friday, with each successive period of work being eight (8) continuous working hours. Subject to (c) below, the normal daily hours of work will be 7:00 a.m. to 3:30 p.m.
- (ii) During ice season the normal pay period shall consist of eighty (80) hours over fourteen (14) days with no more than five (5) consecutive days scheduled without a day off, with each successive period of work being up to ten (10) continuous working hours, either broken only by a paid meal break and or the two (2) breaks provided for in Article 14.02. Subject to (c) below, the normal daily hours of work will be between the hours of 5:30 a.m. and 12:00 a.m. Schedules shall be posted at least one (1) week in advance.
- (c) When the Employer schedules Employees for other than normal daily hours of work as described in Article 14.01 a) or b) above (which shall be done only occasionally), it will provide 48 hours' notice

14.02 There will be two (2) fifteen (15) minute break periods allowed each day, one in the forenoon and one in the afternoon.

14.03 Any Employees required to work on a holiday shall be paid for all authorized work performed on such holiday at double their regular hourly rate of pay for all hours worked in addition to their holiday pay.

14.04 Callback

An Employee who is called back to work outside their regular working hours shall be paid a minimum of three (3) hours at overtime rates. The minimum call will apply to each call-back except a call received within one (1) hour of the completion of the previous call. A call received within the aforementioned one (1) hour period will be considered as part of the previous call and the time paid will be continuous.

14.05 The Employer agrees that existing Employees in that division with available hours of work and the qualifications to do the work shall be given the opportunity of working overtime before any contractor or sub-contractor is retained by the Employer. The Employer may retain a contractor or sub-contractor once the number of continuous hours exclusive of meal or other temporary breaks worked by the Employees exceeds sixteen (16) hours. This clause does not apply to rented equipment and operators who perform work for which the Employer does not have the proper equipment.

14.06 Overtime and call back time shall, within practical limits, be divided equally among Employees who are willing and qualified to perform the available work.

14.07 All working hour conditions of the Collective Agreement will conform to the Employment Standards Act, 2000, as amended, and the Highway Traffic Act, R.S.O., as amended.

14.08 (Utilities Division Employees Only)

Designated bargaining unit Employees will be required to perform standby duty which will be distributed as equitably as possible among those qualified. The Employer shall maintain an advance schedule of standby duty which shall be made available to the staff concerned.

The tour of standby duty for Utility Division Employees shall be weekly and commence at the established quitting time on Friday and shall continue until the established quitting time on the following Friday. Some flexibility in the standby schedule may be necessary to cover the Water Treatment Plant standby requirements.

During the above period, the Employees on duty must be able to proceed to the work location so as to arrive within a reasonable length of time. Payment of this time worked shall be as outlined in the overtime provisions of this Agreement.

For employees on standby duty, standby pay from Friday at 3:30 pm to the following Friday at 3:30 pm shall be paid at a rate of three hundred and fifteen (\$315.00) dollars. Employees who are assigned ORO duties under Article 22.06 who are required to provide standby coverage from Friday at 3:30 pm to the following Friday at 3:30 pm will be paid at the rate of three hundred and seventy (\$370.00) dollars.

The Employee on standby may choose to take the Utilities Division vehicle home while on standby. It is understood that the vehicle shall only be used for duties associated with standby.

14.08 Continued

Public Works Lead Hand (2 Positions)

Roads Department Lead Hand required to complete standby duties for each week shall be paid three hundred and fifteen (\$315.00) dollars per week and shall be permitted to take a roads division vehicle for the purpose of primarily maintaining a reliable and equipped vehicle to transport the standby employee from where they are to where an emergency alarm is active. It is understood that the vehicle shall only be used for duties associated with standby.

Chief Operator ORO

Chief Operator ORO required to complete ORO Standby duties for each week shall be paid four hundred twelve dollars and fifty cents (\$412.50) per week. Coverage is from Friday at 3:30 pm to the following Friday at 3:30 pm.

14.09 Shift Premium

For Non-Arena Employees, a shift premium of three (\$3.00) dollars per hour shall be paid for all hours worked to all Employees scheduled to work any hours other than 7:00 A.M. to 3:30 P.M. In accordance with Article 14.01 (b) (ii), for the Arena ten (10) hour shifts, any scheduled hours other than 5:30 A.M. to 4:00 P.M. will be paid the shift premium for the entire shift. In accordance with Article 14.01 (b) (i), a shift premium shall be paid for all hours worked to all employees scheduled to work any hours other than 7:00 A.M. to 3:30 P.M.

14.10 Overtime - Saturday and Other

Authorized work performed in excess of an Employee's normal work day as defined in Article 14.01 (a) above and authorized work performed on Saturday will be paid at the rate of time and one-half the Employee's regular hourly rate of pay.

For the Recreation Employees during ice season, authorized work performed in excess of an Employee's normal work day or on the first non-work day after the normal work week as defined in Article 14.01 (b), and or on the third non-work day during a bi-weekly period, will be paid at the rate of time and one-half the Employee's regular hourly rate of pay.

14.11 Overtime - Sunday

For Works and Utilities Division Employees, authorized work performed on Sunday will be paid at the rate of two (2) times the Employee's regular hourly rate of pay.

For the Recreation Division Employees, authorized work performed on the second non-work day after the normal work week as defined in Article 14.01 (b), and or on the fourth non-work day during a bi-weekly period, will be paid at the rate of two (2) times the Employee's regular hourly rate of pay.

14.12 Overtime is all time worked in excess of 40 hours per work week or in excess of or ten (10) hours per day as appropriate.

- 14.13 Instead of cash payment for overtime, an Employee may choose to receive time off in lieu at the appropriate overtime rate. An Employee may bank up to a maximum of ten (10) working days or eighty (80) hours as a running total. Up to five (5) working days or forty (40) hours may be taken off consecutively at a time mutually agreed upon by the Employee and the Supervisor; such approval shall not be unreasonably withheld. Days so accumulated must however, be used prior to year-end or the Employer may pay them as a cash payment at year end. This would normally be done with either the last pay cheque of the old year or the first pay cheque of the New Year.
- 14.14 (a) An employee who is required to work continuously for more than sixteen (16) hours or an employee who accumulates sixteen (16) hours of working time in any twenty-four (24) hour period shall be entitled to an eight (8) hour rest period.
- (b) An employee on a day shift who is required to work four (4) but less than six (6) accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a four (4) hour rest period.
- (c) An employee on a day shift who is required to work six (6) or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an eight (8) hour rest period.
- (d) If the rest period extends into the employee's normal scheduled hours of work, they shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours.
- (e) Should the employee be required to continue working during normal scheduled hours without the required rest break, the employee shall be paid at one and a half times their normal basic rate until the rest period is granted.

ARTICLE 15 - PAID HOLIDAYS

15.01 Employees shall be entitled to the following holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

and the last one-half (½) of the day on the last working day before Christmas

If the Federal Government declares another Paid Holiday (Heritage Day, etc.), such holiday will be added to the above list and be effective on the date declared.

15.02 In order to qualify for holiday pay, an Employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned except in cases of excused absence by this Agreement.

- 15.03 When any of the above holidays falls on a Saturday or Sunday, the Employer shall declare either the preceding Friday or the following Monday as the holiday.
- 15.04 Any Employees required to work on a holiday shall be paid for all authorized work performed on such holiday at double their regular hourly rate of pay for all hours worked in addition to their holiday pay.
- 15.05 Holiday pay shall be computed on the basis of the number of hours the Employee would otherwise work had there been no holiday at their regular hourly rate of pay.

ARTICLE 16 - VACATIONS

- 16.01 Employees shall be entitled to the following annual vacation with pay subject to the approval of the Supervisor, and such approval shall not be unreasonably withheld.
- 16.02 All Employees who have one year or less of continuous service as of July 1st of any year shall be entitled to a vacation with pay in the amount of one (1) day for every month worked up to a maximum of (10) days.
- 16.03 In the calendar year that an Employee completes one (1) year or more continuous service, they shall be entitled to two (2) weeks' vacation with pay.
- 16.04 In the calendar year that an Employee completes three (3) years or more continuous service, they shall be entitled to three (3) weeks' vacation with pay.
- 16.05 In the calendar year that an Employee complete six (6) years or more continuous service, they shall be entitled to four (4) weeks' vacation with pay.
- 16.06 In the calendar year that an employee completes ten (10) years or more continuous service, they shall be entitled to five (5) weeks' vacation with pay.
- 16.07 In the calendar year that an employee completes fifteen (15) years of continuous service, they shall be entitled to six (6) weeks' vacation with pay.
- 16.08 In the calendar year that an employee completes twenty (20) years or more continuous service, they shall be entitled to seven (7) weeks' vacation with pay.
- 16.09 During the calendar year in which an Employee reaches the age of 62, the Employee shall be entitled to one (1) additional week of vacation. This additional week of vacation will be provided until retirement provided that their total vacation entitlement does not exceed seven (7) weeks. This entitlement does not grow incrementally each year they are employed over the age of 62.
- 16.10 In the event that a paid holiday falls within the vacation period of an Employee, their vacation shall be extended by an extra day.

- 16.11 An Employee whose employment ends shall receive, with their final pay, their proportionate pay due them in lieu of vacation entitlement not received prior to termination or if they have not earned the full vacation entitlement for the vacation time taken, the Employer shall deduct the proportionate share for which they were not entitled from their final pay.
- 16.12 Employees shall be entitled to their vacation in an unbroken period wherever possible, subject to the understanding however, that Employees entitled to three or more weeks of vacation may be required to take the third, and fourth, fifth, sixth and seventh weeks at times other than the first two weeks.

If during an Employee's vacation, there should occur a serious illness or accident requiring hospitalization or confinement to bed at home, which is confirmed by a medical certificate, then sick leave, for the time that the Employee is sick (and has sick leave entitlement to use), may be substituted for vacation.

ARTICLE 17 - SICK LEAVE

- 17.01 Employees shall accumulate one and one-half (1½) days sick leave per month to a maximum of two hundred and sixteen (216) days. Whenever possible, medical appointments are to be scheduled outside of working hours.
- 17.02 Sickness must be reported by Employees to the Employer as soon as possible on or before the first day of absence. A medical note may be requested by the Employer regarding an Employee's fitness to return to work and potential accommodation requirements, if any. The cost of such a note shall be borne by the Employer. The Employer shall not request medical certificates for every single absence.
- 17.03 Payment for Unused Sick Leave on Termination of Employment or Retirement for Employees Hired prior to January 1st, 1999

The Employer agrees to pay a Full-Time Employee hired prior to January 1st, 1999, upon termination of employment or retirement the value of sick days to an Employee's credit to the extent provided by the Ontario Municipal Act at the rate of pay effective immediately prior to termination or retirement provided they retire or resign voluntarily and has not been terminated for just cause, provided further that when only one Employee retires or resigns at one time, they may have the following options for payment of their sick leave credits:

- (1) A lump sum payment at the time of termination or retirement, or
- (2) A lump sum payment held over to the taxation year following termination of employment.

Where more than one Employee is terminated or retires in any one calendar year, each one in their chronological order of termination has their choice of the above two options until Option 1 has been exercised, after which, only Option 2 is open to subsequently terminated Employees or subsequent retirees for the remainder of the calendar year. Further provided that where two or more Employees retire or are terminated simultaneously, Options 1 and 2 shall first be available to the most senior Employee until Option 1 has been exercised, after which only Option 2 is open to subsequently terminated Employees or subsequent retirees for the remainder of the calendar year.

17.04 For Employees Hired January 1st, 1999, and later

Any Employees hired on January 1st, 1999 and later shall be entitled to accumulate sick leave credits and have them available for use during period(s) of illness, but upon retirement, resignation, termination, layoff, or death of these Employees the sick leave credits standing to the Employee's credit do not have any monetary value to the Employee.

17.05 Illness of Family Members

Employees shall be allowed to utilize up to five (5) days per annum of accumulated sick leave credits for the purpose of providing care for their spouse (including common law spouse), child who is ill, including step-child of a common-law spouse, parents, step-parents and parents-in-law, grandchildren, legal guardian, or a person for whom the employee is the primary caregiver where such family member is ill and the Employee is required to assist in the family member's care. Use of this provision shall not be considered part of the employee's personal attendance record.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Employer may, in its discretion, grant leave of absence without pay and without loss of seniority to an Employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable and the Employer agrees to confirm or deny the request for such leave as soon as practicable.

18.02 An Employee shall be granted a leave of absence without loss of wages, benefits or seniority in the event of death of a loved one on the following basis:

(i) For a parent, spouse, child of the Employee, brother or sister, a mother-in-law, father-in-law, grandparent, spouse's grandparent, grandchild, step-parent or step-child, five (5) working days leave;

(ii) For an aunt, an uncle, a sister-in-law, brother-in-law, step-brother, step-sister three (3) working days leave.

For any of the above-noted bereavement days, if the Employee must travel two hundred and fifty kilometers (250 km) or more, they shall be granted an additional day off with pay for travel.

(iii) An Employee shall be entitled to one (1) working day with pay to be a pallbearer provided that this provision is not used by any single Employee more than once in any calendar year.

(iv) Employees will be allowed to defer days in (i, ii, iii) of the above bereavement leave for future use for the actual interment or a memorial service.

If during an Employee's vacation, a death of a family member occurs then bereavement leave as designated in (i), (ii), or (iii) shall be substituted for vacation and vacation will be rescheduled upon mutual agreement.

18.03 The Employer will grant a leave of absence with pay, benefits and without loss of seniority for Union business to Employees selected by the Union to attend conventions, conferences, education or any other Union Business. The Employer will invoice the Union for lost wages. Such requests will not be unreasonably denied. It is understood, however, that the cumulative total of leave of absence granted under this section shall not exceed thirty (30) working days in any calendar year. Notice for such leave of absence shall be made in writing, two (2) weeks in advance of such leave. The Employer agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. Such a request shall not be unreasonably denied. Expenses for mileage, meals and lodging will not be paid by the Employer.

18.04 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 they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received.

18.05 Pregnancy and Parental Leave

Employees are entitled to Pregnancy Leave and Parental Leave in accordance with the provisions of the Employment Standards Act, 2000, S.O. 2000, c. 41 ("ESA"). All ESA provisions applicable to Pregnancy Leave and Parental Leave shall apply to Employees including (but not limited to) the entitlement, notice, duration, reinstatement, and rights during leave provisions.

Employees who qualify for pregnancy benefits under the Employment Insurance Act may elect to receive a supplementary pregnancy benefit for a maximum of fifteen (15) weeks equal to the difference between benefits payable under the Employment Insurance Act and one hundred percent (100%) of the Employee's regular pay. Such benefit shall be funded by any monies available in the Employee's sick bank. In no case shall the Employer be required to pay out more than is available in the Employee's sick bank when the leave starts.

Employees who qualify for Parental benefits under the Employment Insurance Act may elect to receive a supplementary parental benefit for a maximum of up to thirty-five (35) weeks' leave or thirty-seven (37) weeks if the Employee has not taken Pregnancy Leave, equal to the difference between benefits payable under the Employment Insurance Act and one hundred percent (100%) of the Employee's regular pay. Such benefit shall be funded by any monies available in the Employee's sick bank. In no case shall the Employer be required to pay out more than is available in the Employee's sick bank when the leave starts.

18.06 If an employee is required to self-isolate (under a Pandemic/Epidemic) on the direction of the Employer, Public Health and/or a treating physician the employee shall be paid for all scheduled hours during such period. This period of self-isolation will not be counted against any applicable sick leave or attendance management provisions. This will not apply in instances where the employee travels for pleasure with the foreknowledge that they will have to self-isolate upon return. The Employer maintains the right to provide alternative work duties (Example: online training).

ARTICLE 19 - BENEFITS

19.01 The Employer will provide the benefits provided for below where the benefit is available to the Employee in question.

19.02 The Employer agrees to pay one hundred per cent (100%) of the following plans:

- Employer Health Tax.
- The Employer agrees that the existing Group Life Insurance Plan shall be two (2) times annual salary.
- The Comprehensive Extended Health Care Plan (10/20).

19.03 The Employer agrees to continue the existing Pension Plan.

19.04 The Employer agrees to pay one hundred per cent (100%) of a Plan equivalent to the Blue Cross Dental Plan No. 9 using the current O.D.A. Schedule of Fees commencing on the anniversary date of the policy and annually updating the current Schedule of Fees on the anniversary date of the dental policy thereafter.

An orthodontic rider is to be provided on the following basis:

The Employer will contribute one hundred percent (100%) toward the monthly premium with a fifty/fifty (50.50) cost share basis between the Employer and Employee to a lifetime maximum of one thousand, five hundred dollars (\$1,500.00) per covered person.

19.05 When a full-time Employee other than a temporary Employee is laid off, the Employer shall pay the proportional share of cost of the normal Town share of benefit premiums for a period of four (4) months commencing the month following the month of lay-off.

19.06 The Employer agrees to pay up to one thousand dollars (\$1,000.00) once every three (3) years toward the purchase of hearing aids for Employees, spouses, children under the age of 18 and children over the age of 18 and up to age 25 in full-time attendance at an accredited school. The cost will be reimbursed only where the hearing aid is prescribed as the result of a hearing examination and the Employee provides a receipt showing that the cost has been incurred.

19.07 The Employer agrees to pay up to five hundred (\$500.00) dollars, once every two (2) years toward the purchase of eye care items (any one or a combination of eyeglasses, contact lenses, laser surgery and the cost of an eye exam) for Employees, spouses and children over the age of 18 and less than 25 in full-time attendance at an accredited school. Children under the age of 18 will be entitled to the benefit on an annual basis. The cost of eyeglasses and contact lenses will be reimbursed only where they are prescribed as the result of an eye examination and the Employee provides a receipt showing that the cost has been incurred.

19.08 Paramedical Benefits

To help minimize the use of sick leave and enhance employee health and fitness, the Employer agrees to pay the premiums for paramedical services:

One thousand dollars (\$1,000.00) per calendar year per practitioner for Chiropractor, Physiotherapist and Massage Therapist;

Five hundred dollars (\$500.00) per calendar year per practitioner for Osteopath, Podiatrist/Chiropodist, Speech Therapist and Psychologist.

- 19.09 Employees who retire early, before age sixty-five (65) and achieve the age and years of service of seventy-five (75) for Town Employees and have at least fifteen (15) years of service at time of retirement and who take a retirement pension, have the option to be covered under the Employer Benefits, Extended Health (drugs, semi-private, vision care, dental) and OHIP coverage up to the age of sixty-five (65). The cost of the Benefits is to be paid 50% by the Employer.

The payment plan for the above benefits is to be agreed upon by the Employee and the Employer.

The Employee must advise the Employer in writing no less than sixty (60) days prior to their actual retirement date of their intentions.

- 19.10 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage, in whole or in part, is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

- 19.11 The Employer shall provide the Union with a full copy of the group benefits plan applicable to its members upon the coming into force of this Collective Agreement and subsequently, upon any change to the provision of the group benefits plan.

ARTICLE 20 - PERSONNEL FILES

- 20.01 Employees shall be entitled to examine their personnel files at the CAO's Office. In order to do so, the Employee shall request an appointment. The Employee's personnel file shall be examined in the presence of a representative from the CAO's Office and a representative of the Union if requested by the employee. Employees shall be entitled to copies of any document in their personnel file if they so request.

ARTICLE 21- PRINTING OF THE AGREEMENT

- 21.01 The Parties agree to exchange an electronic copy and the employer agrees to cover the cost of printing twenty-five (25) copies of the Agreement and will agree to print further copies as needed (i.e. for new hires, arbitration, etc.)

ARTICLE 22 - GENERAL

22.01 Relieving at a Higher Classification

When an Employee is required to work in a higher classification, they shall be paid the rate of pay for those hours or portion of an hour rounded up to the nearest whole hour worked in that capacity.

22.02 The Employer agrees to pay the wages as set out in Schedule "A" attached hereto and forming part of this Agreement. The Employer agrees to recognize a Job Evaluation Committee which will consist of up to three (3) representatives of the Union and three (3) representatives of the Employer for the purpose of evaluating existing or new positions covered by this Agreement and for the purpose of maintaining the basis of an equitable wage structure and job ratings to meet changing conditions and work requirements. When a position not covered in Schedule A is established during the term of this Agreement, the Employer shall complete a job evaluation questionnaire for evaluation by the Job Evaluation Committee to establish a rate of pay for the new position. The new rate shall become retroactive to the time the position was first filled by the Employee. Any changes in classification or wage rates during the term of this Agreement are subject to the approval of the Employer.

If the Union does not agree to the rate of pay, such dispute may be submitted as a policy grievance.

22.03 The probationary rate of pay will be ninety percent (90%) of the position rate for the duration of probation as set out in Article 11.03 herein. Employees who have completed a probationary period and are hired to a new position shall be required to complete a probationary period in that new position and will be paid at one hundred percent (100%) of that position rate.

22.04 An Employee in the Utility Division who is regularly paid at the Operator 1 or higher may be assigned to perform the statutory duties of Operator in Charge (OIC). The hourly rate as listed in Schedule A and any other premium that may apply will be paid for each hour in which such assigned duties are completed.

22.05 An Employee may be assigned to perform the statutory duties of Overall Responsible Operator (ORO) if that Employee has a minimum of Level 2 Water Treatment and Distribution qualification. In making such assignment, the Employer will consider Employees' preferences. This provision may not be used to permanently assign ORO to a unionized Employee. The hourly rate as listed in Schedule A and any other premium that may apply will be paid for those hours that this assignment has been made.

22.06 Volunteers may only be used after consultation with the Union during an emergency as declared by the Head of Council. Furthermore, the Employer shall not use volunteers when any full-time employee is on active layoff, has their normal hours of work reduced or to reduce the normal hours of work.

22.07 The Employer agrees, during the term of this Agreement, to provide certain clothing, tools and equipment to Employees covered by this Agreement on the basis set out in Schedule "B" attached hereto. It is understood that clothing, tools and equipment shall remain the property of the Employer and shall be used by Employees only while on duty.

22.08 The Employer shall recognize one Employee or safety representative from each division as applicable to the Safety and Health Legislation.

22.09 Where the Employer requires an Employee to attend a training program or to obtain or maintain a license, the Employer will pay the cost of course fees, examination fees and travel costs pursuant to the Employer's policy.

22.10 Mileage

Employees required by their Supervisor to use their vehicle for Employer business shall be paid mileage at the rate established from time to time by the Town policy.

ARTICLE 23 – MERGER AND AMALGAMATION PROTECTION

23.01 In the event the Employer implements any reduction, closure, transfer, or sale of programs, services, or supports, whether in whole or in part, and/or any restructuring, merger, and/or amalgamation, whether in whole or in part, the Employer will ensure that:

- Employees will be credited with all seniority acquired prior to the change and seniority will be transferred to the new Employer;
- Employees will be credited with all service acquired prior to the change and all service-based entitlements will be recognized by the new Employer;
- All work performed by bargaining unit members prior to the change will continue to be performed by bargaining unit members with the new Employer;
- Conditions of employment and wage rates with the new Employer will be equal to the best provisions in effect with the merging Employers;
- Placement into positions with the new Employer will be on the basis of seniority.

23.02 Notice

The Employer will give the Union six (6) months' notice in writing in the event the Employer, is contemplating or planning any of the following initiatives:

- reduction, closure, transfer or sale of programs, services, or supports, whether in whole or in part;
- layoffs;
- restructuring, merger and/or amalgamation, whether in whole or in part;
- technological change; or
- any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.

The notice will include the following:

- the nature of the proposed initiative;
- the date on which the Employer proposes to implement the initiative;
- the number, type, job title, and location of employees likely to be affected by the initiative; and
- the anticipated effects on employees' working conditions and terms of employment.

The Employer will meet with the Union within thirty (30) days of sending the notice, at which time the Employer will fully disclose to the Union any and all plans for the initiative.

ARTICLE 24 JOB SECURITY

24.01 Contracting Out Protected Compliment

The parties agree to meet within ninety (90) days of ratification of this collective agreement to discuss contracting in services that are currently contracted out.

24.02 The Employer agrees to maintain the number of full-time employees that were employed as of December 31, 2024.

ARTICLE 25 - DURATION

25.01 This Collective Agreement shall become in effect on January 1, 2025 and shall remain in effect until December 31, 2028, and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or amend this Agreement. Such notice shall be given in writing by the party giving notice before the expiry date of this Agreement or any subsequent anniversary date of which this Agreement remains in force

* The parties agree that any retroactivity to this agreement will only include general wage increase and standby duty pay for lead hands and any agreed upon market adjustment for the PUC classifications. All other agreed to items shall commence on the day of ratification by both parties.

25.02 Either party desiring to propose changes to this Agreement shall, prior to the termination date of this Agreement, give notice in writing to the other party of the changes proposed. Within fifteen (15) working day of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

The Parties further agree to commence collective bargaining October 2028.

SIGNED in Gananoque, Ontario, this _____ day of _____, 2025.

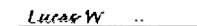
ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1701



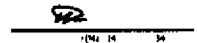
Mike Mills



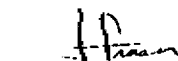
Sean Kraft



Lucas Williams



Maslin Oulette

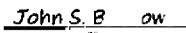


Jason Fraser

ON BEHALF OF THE TOWN OF
GANANOQUE



Melanie Kirkby



John Beddows

Penny Kelly



David Armstrong



Jeff Johnston

SCHEDULE "A" – WAGES

DEPT./Classification			6.25%	3.75%	3.00%	3.00%
PUC		Jan.1,2024	Jan.1,2025	Jan.1,2026	Jan.1,2027	Jan.1,2028
Labourer	Full Time -	\$24.24	\$26.79	\$27.79	\$28.62	\$29.48
Temporary Labourer	Years 5 +	\$24.24	\$26.79	\$27.79	\$28.62	\$29.48
Temporary Labourer	Years 1 - 4	\$21.81	\$24.10	\$25.00	\$25.75	\$26.53
Operator in Training	Operator is required to have OIT status in both water and wastewater classifications	\$26.68	\$30.62	\$31.76	\$32.72	\$33.70
Operator 1	Operator obtains and maintains Level 1 certification for water treatment and distribution and Level 1 certification in both wastewater treatment and collection.	\$28.46	\$32.66	\$33.88	\$34.90	\$35.95
Operator 1 OIC	Operator obtains and maintains Level 1 certification for water treatment and distribution and Level 1 certification in both wastewater treatment and collection.	\$28.89	\$33.11	\$34.36	\$35.39	\$36.45
Operator 2	Operator obtains and maintains Level 2 certification for water treatment and distribution and Level 1 certifications in both wastewater treatment and collection.	\$29.69	\$32.81	\$34.04	\$35.06	\$36.11
Operator 2 OIC	Operator obtains and maintains Level 2 certification for water treatment and distribution and Level 1 certifications in both Wastewater treatment and collection.	\$30.14	\$33.29	\$34.53	\$35.57	\$36.64
Operator 3	Operator obtains and maintains Level 2 certification in wastewater treatment.	\$30.92	\$34.17	\$35.45	\$36.51	\$37.61
Operator 3 OIC	Operator obtains and maintains Level 2 certification in Wastewater treatment and collection and water treatment and distribution.	\$31.53	\$34.81	\$36.12	\$37.20	\$38.32
Operator 4 OIC	Operator 3 qualifications with five years' experience with employer.	\$32.20	\$35.58	\$36.92	\$38.02	\$39.16
Chief Operator		\$32.82	\$37.66	\$39.07	\$40.25	\$41.45
Operator in Overall Responsibility ORO		\$34.61	\$39.71	\$41.20	\$42.44	\$43.71
Chief Operator/ORO		\$36.41	\$41.78	\$43.35	\$44.65	\$45.99

DEPT./Classification		EXPIRED	6.25%	3.75%	3.00%	3.00%
PUBLIC WORKS		Jan.1,2024	Jan.1,2025	Jan.1,2026	Jan.1,2027	Jan.1,2028
Labourer	Full Time	\$24.24	\$26.79	\$27.79	\$28.62	\$29.18
Temporary Labourer	Years 5 +	\$24.24	\$26.79	\$27.79	\$28.62	\$29.18
Temporary Labourer	Years 1 - 4	\$21.81	\$24.36	\$25.36	\$26.19	\$27.05
Works Operator 1	Operator obtains and maintains D class license with Z endorsement. Exempt from Article 22.01.	\$27.93	\$32.05	\$33.25	\$34.25	\$35.28
Works Operator2	In addition to four (4) years of experience as a Works Operator 1, Operator obtains and maintains certification in sweeper, bucket truck, and tractor backhoe. Level of competency to include paper certification. Certification to include written test and field proficiency test. Competency to be confirmed by immediate supervisor.	\$30.39	\$36.16	\$37.52	\$38.65	\$39.81
Works Lead Hand		\$31.62	\$37.63	\$39.04	\$40.21	\$41.42
PARKS & REC.						
Labourer	Full Time	\$24.24	\$26.79	\$27.79	\$28.62	\$29.48
Temporary Labourer	Years 5 +	\$24.24	\$26.79	\$27.79	\$28.62	\$29.48
Temporary Labourer	Years 1 - 4	\$21.81	\$24.36	\$25.36	\$26.19	\$27.05
Rec. Operator 1		\$27.93	\$33.33	\$34.58	\$35.62	\$36.69
Rec. Operator 2	Operator 1 obtains and maintains a Certified Ice Technician (CIT) Designation, Certified Grounds Technician Designation	\$30.39	\$36.16	\$37.52	\$38.65	\$39.81
Rec. Lead Hand			\$37.63	\$39.04	\$40.21	\$41.42

Retroactivity

The retroactive amounts shall be paid to current employees within three (3) pay periods. Persons who were employed in the period from January 1, 2025, onwards but who are no longer employed, will also be entitled to payment of retroactivity. The employer shall contact the former employee within three (3) pay periods or the date of ratification to the last known address and or email address of each such former employee, advising them of their right to retroactivity. Former employees will have thirty (30) calendar days from the date of the mailing to claim payment. Former employees who fail to claim their payments within the thirty (30) day period shall be deemed to forfeit any claim thereto.

SCHEDULE "B" - UNIFORM AND EQUIPMENT ENTITLEMENT

1. Annual entitlement per full time Employee (Uniform) to be paid for and supplied by the Employer by March 31st of each year. Supplier and product to be selected at the discretion of the employer:
 - a. Three (3) sets of navy blue or tan work pants
 - b. Three (3) orange work shirts with identification flashers (long or short sleeve)*
 - c. Two (2) orange safety striped T-shirts*
 - d. One (1) pair of approved safety shoes or boots.
 - e. One (1) long sleeved sweatshirt/hoodie

2. As required and approved by Supervisor. Employer will purchase and issue asrequired:
 - a. One (1) pair of approved safety rubber boots
 - b. New work gloves of good quality
 - c. One (1) orange safety striped vest (lined)*
 - d. One (1) orange safety striped winter coat*
 - e. One (1) orange safety striped summer coat*
 - f. One (1) orange safety striped raincoat*
 - g. One (1) orange safety striped winter parka (to be issued by November 1 each year)*
 - h. One (1) snowmobile suit for operator of snowblower
 - i. One (1) pair of approved safety shoes or boots*
 - j. One (1) pair of orange safety striped coveralls*

3. One pair of prescription safety glasses (Employer will contribute one hundred (\$100) dollars every two (2) years). If the prescription safety glasses are damaged outside of general wear and tear and based on the approval of the immediate supervisor, the Employer may grant the one hundred (\$100) dollar allowance before the two (2) years are over.

* per OH&S Act

The Employer agrees to provide dry cleaning for the following clothing:

Vest, winter and summer coats and winter parka.

The Employer will provide only the following items to temporary Employees:

One pair of boots*
 One pair of pants
 Two shirts*
 One long sleeved sweatshirt/hoodie

