

# COLLECTIVE AGREEMENT

BETWEEN

NORTH  
GLENGARRY  
NORD



THE CORPORATION OF THE TOWNSHIP  
OF NORTH GLENGARRY  
*(hereinafter called the "Employer")*  
*party of the first part*

- and -

**CUPE-SCFP** *Canadian Union of Public Employees*  
*Syndicat canadien de la fonction publique*

CANADIAN UNION  
OF PUBLIC EMPLOYEES  
AND ITS' LOCAL 1715-03  
(The North Glengarry Roads Employees Union)  
*(hereinafter called the "Union")*  
*party of the second part*

**In Effect: April 8, 2025**  
**Expires: April 7, 2028**

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**ARTICLE 1 – PREAMBLE:**

- 1:01 It is the purpose of both parties to this Agreement:
- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
  - b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
  - c) To encourage efficiency in operations.
  - d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
  - e) To ensure the provision of services to the public in the most efficient and cost-effective manner.

**DEFINITIONS**

- 1:02 a) Any and all references to the word Union throughout this Agreement shall be taken to mean the Canadian Union of Public Employees and its Local 1715-03.
- b) Any and all references to the word “Employer” throughout this Agreement shall be taken to mean “The Corporation of the Township of North Glengarry”.
- c) Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

**ARTICLE 2 – MANAGEMENT RIGHTS**

- 2:01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively with the Employer except as specifically limited by the Agreement and without limiting the generality of the foregoing, the Union acknowledges it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees; discipline or

discharge employees, provided that an employee who has acquired seniority rights shall have the right to grieve that any discipline or discharge is without just cause;

- (b) Select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall or retire employees, select employees for positions excluded from the bargaining unit;
- (c) Establish and administer tests for the purposes of assisting the Employer in determining an employee's qualifications, and require medical examinations to be performed by a medical practitioner mutually satisfactory to the Employer and the employee, at the cost of the Employer, for the purposes of determining that employees are capable of performing the duties and responsibilities of the employee's assigned job, it being understood that the medical practitioner will only certify whether the employee is medically fit or unfit to perform the employee's assigned job. It is agreed that the Employer will act in a fair and reasonable manner.
- (d) Determine the location of operations, their expansion or their curtailment, the direction of the working forces, schedules of operation, job content, quality standards, the establishment of work or job assignments, establish necessary qualifications of any employee to perform any particular job; the nature of the tools, equipment and machinery to be used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; to decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, and when overtime shall be worked.

### **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

3:01 The Corporation of the Township of North Glengarry recognizes the Canadian Union of Public Employees and its Local 1715-03 as the sole and exclusive collective bargaining agent for all employees of the Corporation of the Township of North Glengarry's Road Department, save and except Manager of Transportation Services and Public Works Specialist and persons above the rank of Manager of Transportation Services, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

**3:02 Work of the Bargaining Unit**

Persons who are not in the bargaining unit shall not perform work of any jobs which are included in the bargaining unit, except in cases of emergencies when bargaining unit employees are not available provided it does not result in the layoff or reduction of regular hours of work of bargaining unit employees.

**3:03 No Other Agreements**

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

**ARTICLE 4 – DISCRIMINATION****4:01 Employer Shall Not Discriminate**

The Employer and the Union agree that there shall be no discrimination, coercion, or intimidation against any employee because of an employee's union activities or lack of union activities. The Employer and the Union agree that there shall be no discrimination against any employee by either party to this Agreement as prohibited by the Ontario Human Rights Code, or by place of residence.

**ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS****5:01 Employees to be Members**

Any employee who is eligible for membership, commencing on the day of employment, shall, as a condition of continued employment, become and remain a member in good standing in the Union.

**5:02 Notice of Employment**

The Employer shall provide the Union with the name of the employee whose employment is subject to the provisions of this Collective Agreement within the initial thirty (30) days of employment, and such notice is to state date of commencement and job classifications and regular work location.

**ARTICLE 6 – CHECK-OFF UNION DUES****6:01 Check-Off Payments**

The Employer shall deduct from every employee in the bargaining unit any monthly dues in accordance with the Union Constitution and/or By-laws, which are owing by the employee to the Union. The Union shall give the Employer no less than one (1) months' notice of any change in union dues or assessment.

**6:02 Deductions**

Deductions shall be made from each bargaining unit employee's bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of the National Union biweekly accompanied by a list from whose wages the deductions have been made together with any notified change of address for any such employee. A copy shall also be sent to the Secretary Treasurer of the Local Union. The Union will advise the Employer in writing of the amount of union dues to be remitted. The Union shall indemnify and save harmless the employer from any employee claims, liabilities and disputes arising or resulting from the operation of this article.

**6:03 Acquaint with Agreement**

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. A copy of the Collective Agreement shall be given to all new employees.

**ARTICLE 7 – CLASSIFICATION OF EMPLOYEES****7:01 Permanent Employees**

A permanent employee is an employee within the bargaining unit who has satisfactorily completed his/her probationary period of employment in accordance with Article 7:03 or has been placed on the permanent staff list by the Employer. Permanent employees are as follows:

- a) Full-Time  
Employees within the bargaining unit who work forty (40) hours per week, on a regular basis.
- b) Part-Time  
Part-Time employees are those employees who work no more than thirty-two (32) hours per week for a maximum of thirty (30) weeks.

These employees shall receive on a pro-rate basis, all benefits outlined in the Collective Agreement. These benefits are paid at 100% by the Employer.

For the purpose of vacation entitlement, the years of service will be calculated by the number of months per year normally worked multiplied by the number of years with the Municipality divided by twelve. These positions will receive vacation entitlement in accordance with the years of service as established, with a vacation pay on a pro-rata basis that will equate to a normal work week.

## 7:02 **Temporary Employees**

Temporary employees are as follows:

- i) **Seasonal**  
Employees within the bargaining unit who work on a seasonal basis where the duration of the work is consistent with the nature of the work hired to perform, on a regular basis.
- ii) **Casual**  
Employees within the bargaining unit who work on an ad-hoc basis.
- iii) **Leave Replacement**  
Employees within the bargaining unit hired to replace employees on leaves of absence.

These employees are hired for periods of ninety (90) consecutive days or less. The Parties may mutually agree, in writing, to extend such period beyond ninety (90) consecutive days.

Temporary employees shall be entitled to all rights and privileges of the Collective Agreement and *Employment Standards Act*, except for the following:

If a position comes available within the bargaining unit and no permanent employee is successful in filling the position, temporary and part-time employees will be considered before external candidates in accordance with article 14.03.

## 7:03 **Probation for Newly Hired Employees**

A newly hired employee shall be considered probationary for the first 520 hours of work, during which period they will not be placed on the seniority list and he may be discharged at the discretion of the Employer, with no opportunity to grieve such discharge. During the probationary period, the employee shall, however, be entitled to all other rights and benefits of this agreement unless otherwise provided herein. Upon completion of the probationary period, the employee's name will be placed on the seniority list with seniority dating from the date the employee was last hired by the Employer.

An employee will only serve one (1) probationary period in their employ with the Township.

## **ARTICLE 8 – CORRESPONDENCE**

All correspondence between the CAO/Clerk arising out of this Agreement or incidental thereto shall pass to and from the Township Clerk's office with a copy to the *President and the Vice-President* of Local 1715-03 and the National Representative of C.U.P.E.

## **ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **9:01 Representation**

The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **9:02 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed by the Union and consist of not more than three (3) members of the Union, and, the CUPE National Representative. The Employer Bargaining Committee shall consist of not more than four (4) representatives of the Employer. The parties will advise each other of the names of their representatives.

### **9:03 Function of Bargaining Committee**

All matters pertaining to negotiating of changes to this Collective Agreement shall be referred by the parties to the Bargaining Committee for discussion and settlement, in accordance with the provisions of this Agreement.

### **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 or negotiating with the Employer. Upon proper notice to the Employer, such representative shall not be denied access to the Employer's premises 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 bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given or such other date as agreed upon.

**9:06 Time off for Meeting**

It is agreed that any member of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend negotiating meetings held with representatives of the Employer. Remuneration at his regular hourly rate for time lost from work while attending such meetings shall be restricted to meetings up to but not including conciliation and shall be limited to the length of the meeting and shall not exceed the amount the employee would normally have earned for such regular working day.

**9:07 Labour Management Committee**

A Labour Management Committee shall be established consisting of not more than three (3) representatives of the Union, and not more than three (3) representatives of the Employer. Meetings shall be held at least three times annually and shall be called in the same manner as provided for in Article 9:05. Additional meetings may be held by agreement.

The Committee does not have the authority 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 authority to make recommendations to the Union and the Employer with respect to its discussions and recommendations.

**9:08 Information for Collective Bargaining Purposes**

The Employer will make available to the Union any information within its possession with respect to job classifications and employee benefit plans which is requested and required by the Union for collective bargaining purposes.

**ARTICLE 10 – GRIEVANCE PROCEDURE****10.01 Grievance Defined**

A grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Collective Agreement. Grievances shall be of three (3) types, namely:

- (a) Individual Grievances - that is, a grievance relating to or affecting a specific employee
- (b) Policy/Union Grievance - that is, a grievance directly between the Corporation and the Union. It is agreed and understood that a Policy/Union grievance shall be filed at Step 2 and the time limits set out with respect to that step shall apply. Policy/Union grievances may only be submitted by the Union Executive.

- (c) Group Grievances - that is, where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union Executive may present a group grievance, and such grievance shall be filed at Step 2 and the time limits set out with respect to that Step shall apply.

10.02 Grievances, in order to be processed, must be in writing and must state the sections of the Agreement allegedly violated, and all the necessary details of the matter to be resolved, as well as any relief sought by the party initiating the grievance. The grievance must also bear the signature of a Union representative and the individual grievor(s) (where applicable). An earnest effort shall be made to settle any complaints or grievances arising out of this Agreement fairly and promptly in the following manner:

- (a) Step 1

The employee must, but within 10 (10) working days of the act or omission which is the reason for complaint being made, or ten (10) working days from the time of the act or the omission ought to have reasonably come to the attention of the employee, file a grievance to the Director of Public Works. The Director of Public Works or his designate shall give his decision, in writing, within five (5) working days following the date of submission of the written grievance.

- (b) Step 2

Failing resolution of the grievance at Step 1, the Union, may file the grievance in writing with the Chief Administrative Officer or designate. Any such grievance must be submitted within five (5) working days of the date the decision of the Director of Public Works or designate was given. The Chief Administrative Officer or designate, shall within five (5) working days of the filing of the grievance at Step 2, hold a meeting with the grievor(s), accompanied by a Union representative. In addition, the Union President or the Shop Steward may elect to attend.

- (c) Step 3

Failing resolution of the grievance at Step 2, the Union may submit the matter to arbitration according to the procedure outlined in Article 11. A referral to arbitration must be made within ten (10) working days of the date the decision of the Chief Administrative Officer or designate at Step 2 is delivered, failing which the grievance shall be considered abandoned.

10.03 Policy/Union grievances and Group grievances shall be filed in writing at Step 2 of the grievance procedure and shall be submitted by the Union within twenty (20) working days from the time the incident given rise to the grievance occurred, or ought to have reasonably come to the attention of the Union.

- 10.04 Any decision given at the Complaint Step or any other Step of the grievance procedure shall be given in writing with copies being given to the employee, Union President and the Union Secretary.
- 10.05 For the purpose of this Article, a working day shall be defined as Monday through Friday, exclusive of Saturdays, Sundays and paid Holidays, as set out in Article 18.01.
- 10.06 For the purpose of this Article, Union representative shall mean a Shop Steward or a member of the Union Executive.
- 10.07 The Union may elect to have a CUPE National Representative attend meetings provided that the Union notifies the Corporation prior to such meetings.
- 10.08 All grievances are the property of the Union and shall be processed and controlled by the Union through the various steps.
- 10:09 **Management Grievance**  
Any grievance instituted by Management is to be referred in writing, stating particulars of the grievance and redress sought, to the Secretary of the Union within ten (10) working days of the incident so grieved. Prior to the rendering of a decision under this Article, a meeting will be held between the parties concerned within ten (10) working days of the grievance submission to endeavour to resolve the matter being disputed. The Union Executive shall meet within ten (10) working days to consider the grievance and shall render its decision within ten (10) working days of such meeting.
- 10:10 **Facilities for Grievances**  
The Employer shall supply the necessary facilities for the grievance meetings.
- 10:11 **Grievance Pay Provision**  
Representatives of the Union who are in the employ of the Employer shall not suffer any loss of pay or benefits for time involved during the Complaint Step, Steps 1, 2, and 3 of the established procedures for settling grievances.

**10:12 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward will assist any employee whom the Steward represents in preparing and presenting his grievance, in accordance with the grievance procedure.

**10:13 Steward**

The Union shall have the right to appoint three (3) Stewards and a Chief Steward.

**10:14 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward, and the name of the Chief Steward, before the Employer shall be required to recognize him.

**ARTICLE 11 – ARBITRATION****11:01 Referral to Arbitration**

Should any grievance fail to be resolved following the Grievance Procedures set out in Article 10, either party may refer the grievance to arbitration. A referral to arbitration must take place within ten (10) working days of the CAO rendering his/her decision in writing at Step 2 of the Grievance Procedure (or within ten (10) business days of the Union Executive's written decision on a Management Grievance). A referral to arbitration is a written request submitted to the other party that includes the referring party's suggestion for an arbitrator (at least three options). If no referral to arbitration is received by the other party within the time limit set out herein, the grievances 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.

**11:02 Failure to Appoint**

Failing agreement regarding the arbitrator within twenty (20) days of the referral to arbitration of such time as may be agreed by the parties, either party may submit a request to the Ministry of Labour that an arbitrator be appointed.

**11:03 Board Procedure**

The Arbitrator shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

**11:04 Decision of the Board**

The decision of the arbitrator shall be final, binding and enforceable on all parties, but in no event shall the arbitrator have the power to change this Agreement or to later modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of a grievance by any arrangement which he or she deems just and equitable.

An arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

**11:05 Disagreement of Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to convene a meeting in order to clarify the decision.

**11:06 Expenses of the Board**

Each of the parties hereto will bear one-half of the fees and expenses of the arbitrator.

**11:07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended on the written consent of both parties, as they are considered discretionary rather than mandatory.

**ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE****12:01 Discharge Procedure**

An employee, who has acquired seniority under this Agreement, may be disciplined or terminated for just cause. In the event that an employee is disciplined or terminated, such employee shall have the right to discuss the action taken by the Employer with his Steward or designate before being required to leave the Employer's premises. In the event of disciplinary action, both the employee and the Union shall be advised as soon as is reasonably possible, in writing, by the Employer of the reason for disciplinary action. In the event of termination, both the employee and the Union shall be advised immediately in writing by the Employer of the reason for termination.

**12:02 Disciplinary Record**

Disciplinary action to an employee will be removed from the employee's file if no other disciplinary action, of any kind, is taken against the employee for a period of fourteen (14) months from the date of the last disciplinary action.

**12:03 Discharge Grievance**

In the event that the Union grieves the discharge of an employee, a grievance may be submitted at Step No. 2 or the grievance procedure. The provisions of the Grievance Procedure at Article 10 shall otherwise apply to any Discharge Grievance.

**12:04 Disciplinary Procedure**

The Employer and the Union agree that the purpose of disciplinary action is to assist employees in correcting misconduct or unsatisfactory work performance which is not accepted by the Employer. It is further agreed that repetition of unsatisfactory work performance or misconduct must be dealt with in progressively more severe disciplinary steps so as to make the employee aware that continued misconduct or unsatisfactory work performance could jeopardize the employee's continued employment with the Employer. Accordingly, the Employer and the Union agree that normally the steps of progressive discipline are as follows:

- (a) Oral warning;
- (b) Written warning;
- (c) Suspension;
- (d) Discharge.

It is expressly acknowledged that in certain circumstances the nature of the employee's misconduct or unsatisfactory work performance may warrant a repetition of any of the steps of the progressive disciplinary procedure while at the same time some forms of misconduct or unsatisfactory work performance may justify a bypassing of any or all of the steps in the progressive disciplinary procedure.

**12:05 Adverse Report**

The Employer shall advise an employee in writing of any expression of dissatisfaction concerning his work or conduct, within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance or conduct which led to such dissatisfaction. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer. Any reply by an employee shall be submitted to the Employer within ten (10) working days after notice is given by the Employer, and such reply shall become a part of his record.

**12:06 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

**12:07 Unjust Suspension or Discharge**

When it has been determined that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost, in an amount equal to his normal earnings, during the pay period next preceding such discharge or suspension, or any other arrangement as to compensation which is just and equitable, in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

**12:08 Rules and Regulations**

The employees acknowledge that the Employer may establish reasonable rules and regulations from time-to-time, breach of which may lead to disciplinary action.

**ARTICLE 13 – SENIORITY****13:01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall be based on hours worked. Full time permanent employees will receive 2080 hours per year, with new employees prorated for hours worked in their first year of hire.

**13:02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced (seniority date) and shall be based on regular hours worked. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by April 15<sup>th</sup> of each year and as new employees are added to the seniority list.

**13:03 Loss of Seniority**

An employee shall lose his seniority in the event:

- 1) He is discharged and is not reinstated.
- 2) He resigns for any reason.

- 3) He is absent from work in excess of three (3) consecutive working days without notifying directly the Manager of Transportation Services or designated alternate and providing a reasonable explanation of his absence.
- 4) He fails to return to work following a lay off on the recall date specified by the Employer in its recall notice sent by registered mail to the employee unless such absence is through sickness or other just cause (as determined by the Employer) and the employee has informed the Manager of Transportation Services or designated alternate as required. It shall be the responsibility of the employee to keep the Employer informed of his current address; any recall notice sent by registered mail to the employee's last recorded address shall be effectively delivered. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.
- 5) He is laid off for a period longer than eighteen (18) months.
- 6) His employment is terminated for any reason prior to the completion of the probationary period.

## **ARTICLE 14 – JOB POSTINGS AND STAFF CHANGES**

### **14:01 Job Postings**

When a vacancy occurs, which includes but is not limited to positions becoming vacant due to promotions, resignations, retirements, early leaving programs, or a new position is created inside of the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of five (5) working days, and send a copy of the notice to the Union via email, fax or in person to the *President and the Vice-President* of the unit.

- (a) Once the vacancy has been removed, (completing the requirements under article 14.01), from the bulletin boards, the Employer shall fill the vacancy within five (5) business days.
- (b) Should a vacancy be taken off the bulletin boards, for any reason, the Employer shall post the position(s) once again following the requirements under article 14.01.

**14:02 Information in Postings**

Such notice shall contain the following information: nature of position, wage or salary rate or range, ward the position is located in, required qualifications, required knowledge and education, skills.

**14:03 Role of Seniority in Promotions and Transfer**

Both parties recognize:

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

Therefore in making staff changes, transfers or promotions, the Employer shall consider qualifications, experience, training, skill, and ability in assessing candidates. In the event of relative equality with respect to all the foregoing criteria, the more senior employee will be given priority. If no applications are received, the Township reserves the right to hire. The Township will post the name of the successful applicant.

**14:04 Trial Period**

The successful applicant shall be placed on trial for the period of thirty (30) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

**14:05 Notification to Employee and Union**

Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards.

The Employer shall forthwith notify the Union in writing of all appointments, hirings, lay-offs, and recalls, including the dates thereof by email, fax or in person to the President and the Vice-President of the unit.

**14:06 New Classification**

When a new classification within the bargaining unit, not covered by Schedule "A" is established, the rate of pay, qualifications and duties of the position shall be discussed and shall be agreed upon by the parties and added to this Agreement. Any rate so established shall be retroactive to the time the position was filled by an employee.

**14:07 Training Period**

The Employer shall, at the Employer's discretion, provide sufficient training to any employee considered by the Employer to require training for the position being assumed.

**ARTICLE 15 – LAYOFFS AND RECALL****15:01 Role of Seniority in Layoffs**

Both parties recognize that job security shall 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 bargaining-unit-wide seniority, unless such employees possess special qualifications which are essential for the performance of the available work.

**15:02 Recall Procedure**

Employees shall be recalled in the order of their seniority, providing they are qualified to do the required work.

(a) Casual and Temporary employees shall be recalled in the same manner as permanent employees before the Employer recalls students.

**15:03 No New Employees**

No new employees shall be hired into a bargaining unit position until those qualified (with the required qualifications, experience, training, skill, and ability) to perform the same type and class of work on layoff have been provided notice of recall.

**15:04 Advance Notice of Layoff**

The Union shall be notified in writing of any impending layoffs as follows: twenty (20) working days in advance for permanent full-time employees; and ten (10) working days in advance for all other non-probationary employees.

**15:05 Grievances on Layoffs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 1 of the grievance procedure.

## **ARTICLE 16 – HOURS OF WORK**

### 16:01 (a) **Regular Working Hours**

The regular daily work hours of all employees of the Roads Department for which regular rate is paid shall be forty (40) hours a week, consisting of four 10-hour days scheduled over 4 days consecutively, with shifts of Monday to Thursday, and Tuesday to Friday. The above will be scheduled in 1-week blocks and subject to article 17.01 and inclusive of a daily half hour (1/2) paid lunch break at the employer's discretion and where the employee must remain in the workplace. All shifts start at (six) 6:00 a.m. and end at (four) 4:00pm.

### (b) **Winter Working Hours**

During the time period from December 1<sup>st</sup> to March 31<sup>st</sup>, the working hours will be five (5), eight (8) hours days, forty (40) hours per week, from 6:00 a.m. to 2:00 p.m., Monday to Friday, inclusive of a half (1/2) hour paid meal break.

### 16:02 **Paid Rest or Relief Periods**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift, at a time selected by the Employer. The rest period shall begin at the onset of leaving the job activity to the time of return.

### 16:03 **Reporting Pay Guarantee**

Any part-time, casual, temporary, or seasonal employee reporting for work on his regular shift shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

### 16:04 **Inclement Weather**

Employees shall not have their work week reduced because of inclement weather. Employees who cannot perform their regular work because of inclement weather shall be assigned alternate work.

## **ARTICLE 17 – OVERTIME**

### 17:01 **Overtime Defined**

When the Employer determines that overtime is required in order to complete a job site, employees assigned to the specific job site shall be offered to stay in order to complete all tasks related to that specific job site only.

Furthermore, employees may be assigned to other tasks other than their normal classifications when working overtime for the purpose of completing the work of that specific job site.

Unless specific qualifications are necessary for the required tasks (in which case qualifications shall take priority), all overtime shall be offered in order of seniority on a rotating basis, starting at the employee on the seniority list immediately below the most recent employee to accept an overtime shift.

All hours worked in excess of the regularly scheduled hours of work per day and weekends shall be paid for at the rate of time and one-half times the regular rate of pay.

Notwithstanding the above, any employee employed at the relevant work site or with the relevant piece of equipment may be assigned up to five (5) hours of unscheduled "tag end" overtime each seven (7) day work week.

17:02

#### **Time Off in Lieu of Payment for Overtime**

- a) In lieu of payment for overtime, an employee may elect to accumulate such hours to provide for subsequent time off with pay, on the basis that one (1) hour worked will provide one and one-half (1- 1/2) hours of time off with pay.
- b) Notice of election to accumulate overtime for subsequent time off shall be given to the appropriate supervisor, prior to the completion of the attendance records by such supervisor, for the processing of payroll for each paid period.
- c) The accumulation of overtime for time off shall not exceed the equivalent of ten (10) working days per calendar year in an employee's bank, and the scheduling of such time off shall be mutually agreeable to both the Employer and the employee. Provided the number of accumulated working days in an employee's bank is below the maximum of 10 days, and employee may replenish used days during the calendar year.
- d) The parties further agree that if the employee has accumulated ten (10) days and not used or requested these days by December 30<sup>th</sup> it will be paid out. Employees seeking a payout before December 25 shall make the request for payout during the pay period prior to December 1. Any hours remaining in the bank at the end of the fiscal year shall be carried forward. In all other cases such hours shall be paid to an employee upon request by the employee on the next pay after the request. Such

request for payment shall be made using the employee's biweekly time sheet.

- e) One five (5) day period can be carried over to the next year as a nest egg with the approval of Management.

17:03 **Payment for or Supply of Meals**

An employee who has not been notified before reporting to work that he will be required to work in excess of his normal shift shall be paid a meal allowance of up to \$25.00 (twenty-five) upon presentation of a receipt.

17:04 **No Lay off to Compensate for Overtime**

An employee shall not be required to lay off during regular hours to equalize any overtime worked unless mutually agreed by both parties.

17:05 **Sharing of Overtime**

The Employer will endeavour to distribute any available overtime work among its employees within each Patrol area who are willing and qualified to perform the available work.

17:06 **Overtime During Layoffs**

There shall be no continuing, regular overtime worked while there are employees on lay off, able and willing to perform the available work, except during periods of emergencies.

17:07 **Call Back Pay Guarantee**

An employee who is called in to work outside his regular working hours shall be paid a minimum of three (3) hours at one and one-half times (1-1/2x) their regular rates, commencing the time he leaves his home to report for duty and concluding on the completion of the necessary work.

## **ARTICLE 18 – HOLIDAYS**

18:01

### **Paid Holidays**

The Employer recognizes the following as paid holidays for all employees Bargaining unit.

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

Pay for such holidays shall be based on the pay for a regular workday. In order to qualify for any such holiday pay, an employee must have worked on his last scheduled workday immediately preceding the holiday and all his first regularly scheduled day of work following the holiday, unless absence is due to **an approved leave**.

18:02

### **Compensation for Holidays Falling on Saturday**

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

18:03

### **Compensation for Holidays Falling on Sunday**

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

18:04

### **Work on a Holiday**

For any of the above-mentioned paid holidays, an employee shall receive remuneration that is equal to his pay for a regular workday. An employee required to work on any such holiday, shall, in addition to his regular pay for the holiday, be paid at the rate of time and one-half (1- 1/2) for each hour so worked. The Employer may, if an employee agrees, within thirty (30) days, substitute another working day for the holiday.

In order to qualify for any of the above holidays, an employee must have worked on his last scheduled work day immediately preceding, and work the day immediately following the holiday, unless absence is due to an approved leave.

18:05      **Holidays For Casual**  
 Holiday entitlement for casual employees/seasonal employees shall be in accordance with the *Employment Standards Act*

**ARTICLE 19 – VACATIONS**

19:01 (a)      **Length of Vacations**  
 An employee shall receive an annual vacation entitlement with pay in accordance with his years of employment;

DATE OF HIRE TO DECEMBER 31 <sup>st</sup> OF THE YEAR OF HIRE	5/6 WORKING DAY PER MONTH (4%)
--	-----------------------------------

IN THE CALENDAR YEAR OF 1 COMPLETED YEAR OF SERVICE AND EACH YEAR THEREAFTER	3 WEEKS
--	---------

IN THE CALENDAR YEAR OF THE 9 <sup>th</sup> ANNIVERSARY AND EACH YEAR THEREAFTER	4 WEEKS
--	---------

IN THE CALENDAR YEAR OF THE 16 <sup>th</sup> ANNIVERSARY AND EACH YEAR THEREAFTER	5 WEEKS
---	---------

IN THE CALENDAR YEAR OF THE 24 <sup>th</sup> ANNIVERSARY AND EACH YEAR THEREAFTER	6 WEEKS
---	---------

Annual vacation shall be taken by arrangement with the employee's supervisor in the calendar year that the entitlement was received.

(b)      **Vacation Entitlement for Casual/Seasonal Employees**  
 Vacation entitlement and pay for seasonal employees shall be in accordance with the foregoing schedule.

0 – 8 years:	4% every pay period
9 – 15 years:	8% every pay period

One year shall be recognized as 2,080 hours.

19:02      **Compensation for Holidays Falling Within Vacation Schedule**  
 When a holiday, as defined herein, falls on a day during which vacation is being taken, the employee so affected shall be entitled to an additional day

of vacation for the holiday, at such time as may be mutually agreed by the employee and the Employer.

19:03 **Calculation of Vacation Pay**

Vacation pay shall be at the rate effective during the vacation period.

19:04 **Vacation Pay on Termination or Retirement**

Vacation entitlement at the time of termination shall be pro-rated based on the portion of the calendar year worked and the employee's annual vacation entitlement.

19:05 **Preference in Vacation**

Vacation shall be granted on the basis of seniority.

19:06 **Vacation Schedule**

Vacation schedules shall be posted by May 1<sup>st</sup> of each year, and shall not be changed unless mutually agreed by the employee and Employer. Employees shall assist with the preparation of vacation schedules by advising their supervisor of preferable dates for annual vacations, prior to April 1<sup>st</sup> of each year.

19:07 **Unbroken Vacation Period**

An employee's vacation entitlement shall be scheduled to provide for a maximum three (3) week unbroken period, as mutually agreed upon by the Employer and the employee concerned. Subject to Article 19:08, vacation entitlement must be taken within the year.

19:08 **Deferment of Vacation Entitlement**

An employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one (1) week, to the next succeeding year, providing the employee has an annual entitlement of more than two (2) weeks.

19:09 **Approved Bereavement Leave during Annual Vacation**

When an employee submits proof that he qualified for bereavement leave during his period of annual vacation, there shall be no deduction from the employee's vacation period for such absence. The period of vacation so displaced by such bereavement leave, shall either be added to the vacation period or reinstated for use at a later mutually agreed date.

## **ARTICLE 20 – SICK LEAVE PROVISIONS**

### 20:01 **Sick Leave**

- (a) Effective January 1, 1998, all full-time employees of North Glengarry will have eighteen (18) days sick leave banked for them for future use.
- (b) Effective the 1<sup>st</sup> day of January of each year, full-time employees shall be allowed eleven (11) sick days per year. These are not accumulative.
- (c) Former employees of the Town of Alexandria and Public Utilities Commission who have banked sick days will be able to use these sick days when required.

### 20:02 **Short Term – Supplemental Unemployment Benefit Plan**

Short Term Sick Leave Benefit Plan shall be administered as per the Employer's Plan.

#### **W.S.I.B.**

The Township of North Glengarry is a schedule 1 Employer.

#### **Resignation**

1. A full-time or permanent part-time employee may resign from the Township's service by giving two (2) weeks' notice in writing.
2. A full-time employee who is absent from duty without official leave for a period of five (5) working days, may, by an instrument of writing, be declared to have abandoned his position and cease to be an employee of the Township.

### 20:03 **Proof of Illness**

When requested by the Employer an employee shall provide at the Employer's expense an appropriate Doctor's Certificate or proof of illness, for illness in excess of five (5) consecutive days and for all appointments or as requested by the Employer.

## **ARTICLE 21 – LEAVE OF ABSENCE**

### **21:01 Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies, shall be allowed leave of absence without pay but with benefits and without loss of Seniority. Such leave shall not exceed fifteen (15) person-days in any calendar year and further, not more than two employees shall be absent for the purposes of such leave at the same time (one for each group at a time).

### **21:02 Leave of Absence for Full Time Union or Public Duties**

- a) Subject to applicable legislation as it applies to municipal employees, the Employer shall allow leave of absence without pay and without loss of seniority so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during his term of office.
- c) Any employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years.

### **21:03 Paid Bereavement Leave**

An employee shall be entitled to bereavement leave, as herein provided, and which shall be taken to coincide with the funeral of the deceased person:

- i) Mother, Father, Step-Mother, Step-Father, Wife, Husband, Daughter, Son, Step-Children, Sister, Brother, Fiancé: five (5) days;
- ii) Mother-in-Law, Father-in-law, Step-Sister or Step-Brother, Grandparent(s), Grandchildren, Sister-in-Law, Brother-in-Law, Aunt, Uncle: three (3) days;
- iii) Up to one (1) additional day shall be granted to the foregoing, at the Employer's discretion, if the funeral is held beyond a 250 kilometer radius of the employee's principal residence;

- iv) Other relatives – one day when requested to serve as a pall bearer at the funeral thereof;
- v) When requested to serve as a pall bearer at the funeral of a fellow employee, one (1) day;
- viii) The Employer, in its' discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. Furthermore, any out of province bereavement leave will be increased by two (2) days.

21:04

**Paid Jury or Court Witness Duty Leave**

An employee summoned for Jury Duty or subpoenaed as a Crown witness shall be allowed the necessary time off work for such service and shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed as a result of the Jury Duty or attendance as a Crown witness provided the employee pays to the Employer any fees received by the employee for such service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any legal procedures in which the Employer is a party to such proceedings, shall be considered as time worked with entitlement to the regular rate of pay.

21:05

**General Leave**

The Township may grant a leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause, **with a minimum of one (1) month notice**, provided such request is in writing and approved by the Township, and provided such leave shall not exceed one (1) year.

21:06

**Education Leave**

An employee that is required by the Employer to write examinations for the purpose of upgrading his employment qualifications shall be entitled to leave of absence with pay and without loss of seniority and benefits. Duration of any such leave shall be at the discretion of the Employer.

21:07

**Floating Days**

Full-time employees who have completed their probationary period shall be entitled to floating Holidays as hereafter provided:

In the calendar year of his first full-time anniversary of employment and each year thereafter, 3 days.

Floating holidays shall be arranged by mutual agreement between the employee and his Supervisor and may be taken any time during the year subject to the exigencies of the Department and provided it is taken on a day the employee would otherwise be scheduled to work.

21.08

## **Pregnancy and Parental Leave**

### **Pregnancy Leave**

- (a) Pregnancy leave of absence will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended by this provision, where an employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of birth.
- (b) An employee shall give written notification of pregnancy leave of absence. An employee entitled to pregnancy leave of absence under Article 21.09, such that a pregnant employee is entitled to a combined total of 78 weeks leave of absence. An employee shall be eligible for top up for the first fifty-two weeks (52) combined.
- (c) i) The employee shall give the Employer written notification at least four (4) weeks in advance of the anticipated date of commencement of their leave of absence and of the expected date of return.  
 ii) Where circumstances change such that the date of the commencement of the pregnancy leave originally anticipated by the employee changes, the employee shall notify the Employer thereof as soon as possible.
- (d) An employee not intending to return to work with the Township is required to advise the Employer in writing at least four (4) weeks prior to the expiry of their pregnancy leave.
- (e) An employee granted pregnancy leave shall be reinstated to their former position and job duties, unless they have been discontinued. Unless the employee is subject to lay off, they shall be given a comparable job in terms of level of responsibility and remuneration.
- (f) i) An employee shall continue to accumulate seniority for maximum period of seventeen (17) weeks if an employee's absence was due to a pregnancy leave, and for a maximum period of sixty one (61) weeks if the employee's absence is due to a parental leave and if the employee also took pregnancy leave, sixty three (63) weeks if the employee did not.  
 ii) A part-time employee's seniority shall be calculated as the total amount of hours worked in the four (4) weeks prior to the leave, divided by four (4).  
 iii) In addition, the Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is

participating for up to seventeen (17) weeks from the commencement of the pregnancy leave, and for up to sixty one (61) weeks from the commencement of the leave while the employee is on parental leave and if the employee also took pregnancy leave, sixty three (63) weeks if the employee did not, unless the employee does not intend to pay their contributions.

- (g) i) On confirmation by the Employment Insurance Commission of the appropriateness of the Township's Supplemental Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provide under the Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a bi-weekly supplemental employment benefit.
- ii) That benefit will be the equivalent of the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and other earnings.
- iii) Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt of the employee's Employment Insurance cheque stub as proof that they are in receipt of such benefits for a maximum period of fifteen (15) weeks.
- iv) A full-time employee's regular weekly earning shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.
- v) A part-time employee's regular weekly earning shall be calculated as the total amount of regular wages earned and vacation pay to the employee in the four (4) weeks prior to the leave, divided by four (4).

## 21.09

### Parental Leave

- (a) Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act*, except were amended by this provision.
- (b) i) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to parental leave of absence without pay following the birth of a child, or the coming of the child into the employee's care, custody and control for the first time.
- ii) An employee is eligible to be granted dup the sixty-one (61) weeks of parental leave without pay if the employee also took pregnancy leave, sixty-three (63) weeks otherwise.
- (c) The parties acknowledge that "parent" is defined by the *Employment Standards Act*, as amended, to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat that child as their own.
- (d) The employee shall give the Employer written notification at lease four (4) weeks in advance of the anticipated date of commencement of the leave of absence and of the expected date of return. If, because of late

receipt of confirmation of a pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (e) An employee not intending to return to work with the Employer is required to advise their supervisor in writing at least two (2) weeks prior to the expiry of their parental leave.
- (f) An employee granted parental leave shall be reinstated to their former position and job duties, unless they have been discontinued. Unless the employee is subject to lay off, they shall be given a comparable job in terms of level of responsibility and remuneration.
- (g)
  - i) An employee shall continue to accumulate seniority for a maximum period of sixty-one (61) weeks if an employee's absence was due to parental leave and if the employee also took pregnancy leave, sixty-three (63) weeks if the employee did not.
  - ii) A part-time employee's seniority shall be calculated as the total amount of hours worked in the four (4) weeks prior to the leave, divided by four (4).
  - iii) In addition, the Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to sixty-one (61) weeks from the commencement of the parental leave and if the employee also took pregnancy leave, sixty-three weeks if the employee did not, unless the employee does not intend to pay their contributions.
- (h)
  - i) On confirmation by the Employment Insurance Commission of the appropriateness of the Supplemental Unemployment Benefits (SUB) Plan, and employee who is on a parental leave as provided under this Agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a bi-weekly supplemental employment benefit.
  - ii) That benefit will be the equivalent of the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits during the leave and any other earnings.
  - iii) Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks.
  - iv) A full-time employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

- v) A part-time employee’s regular weekly earning shall be calculated as the total amount of regular wages earned and vacation pay to the employee in the four (4) weeks prior to the leave, divided by four (4).
- (i) The Employer will pay its portion of pension contributions for the period of pregnancy and parental leave if an employee chooses to purchase the period of leave.
- (j) Return to Work  
An employee shall give the Employer at least four (4) weeks written notice confirming their intention to resume their employment on the expiration of a leave of absence granted to the employee under Article 21.07 and on her return to work, the Employer shall reinstate the employee to the employee’s former position if it still exists or to a comparable position if it does not.

**ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES**

22:01      **Pay Days**  
The Employer shall pay salaries and wages every second Thursday in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with a statement of his wages, overtime, and other supplementary pay and deductions.

22:02      **Pay on Temporary Transfers, Higher Rated Jobs**  
When an employee is required to temporarily substitute or perform the principal duties of another employee within the bargaining unit, such employee shall be compensated at the rate of pay established for the substitute position.

22:03      **Pay on Temporary Transfers, Lower Rated Jobs**  
An employee assigned for a temporary period of time, to substitute in a job classification that pays a lower rate, shall continue to be compensated at his regular rate of pay for the duration of such substitution.

22:04      A retirement bonus for years of service shall be paid to all employees upon the date of their retirement as follows and as may be amended:

0 – 10 years	\$100.00
11 – 20 years	\$200.00
21 – 25 years	\$300.00
25 + years	\$500.00

## **ARTICLE 23 – EMPLOYEE BENEFITS AND ALLOWANCES**

23:01

### **Pension Plan**

In addition to the Canada Pension Plan, every full time and part time regular employee shall join the Ontario Municipal Employees Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan. Casual, temporary or seasonal employees are not entitled to participate in the Ontario Municipal Employees Retirement System, unless they meet the OMERS benchmark qualifications.

23:02

### **Employer Contributions to Hospital, Medical and Life Insurance**

For each regular, full-time employee, the Employer shall pay such costs as herein provided:

#### **Group Benefits**

- 1) Vision Care, Life Insurance, Dental Care: The Corporation will pay 100% of the premium cost.
- 2) Longterm Disability: The Employee will pay 100% of the premium cost.
- 3) All costs, benefit amounts, maximums and other items in Benefit Booklet Green Shield Insurance United Counties of Stormont, North Glengarry, All Employees, Billing Division 4000, Date February 1, 2025, shall remain the same as on February 25, 2025, or improved during life of the Collective Agreement. In the event of any improvement of the Benefit Booklet it is agreed President of CUPE Local 1715-03 shall be informed in writing forthwith.
- 4) The Employer shall provide a current or updated Benefits Booklet to all Employees electronically detailing covered expenses.

23:03

### **Travel Allowance**

- a) A travel allowance, as provided in Paragraph (b) hereof, shall be paid to an employee required to provide transportation during the performance of employment responsibilities. The Employer shall not require an employee to own an automobile as a condition of employment.

- b) Rate to be adjusted and established to be consistent with the rates being paid to Councillors and other Employer personnel during the contract term.
- c) Travel for training purposes shall be paid at straight time hourly rate.

23:04

**Supply of Tools**

The Employer will supply any mechanical tools that may be required by employees in the performance of their duties.

23:05

**Footwear and Clothing Allowance**

- a) Each full-time employee in the bargaining unit will be allotted \$800 towards the purchase of clothing approved by the supervisor to purchase safety clothing which includes safety footwear. This amount will be made available to the employee in the form of a credit and the employer will be invoiced by the supplier. This allotment will be made available to each bargaining unit employee by April 8<sup>th</sup> of each contract year. Each part-time employee (except students) who works a minimum of 30 days will receive \$250 to purchase safety clothing which include safety footwear.
- b) Each part-time employee (except students) who serves a minimum of 520 hours will receive \$150.00 to purchase safety clothing which includes safety footwear. This amount will be paid out at the 3 month anniversary.
- c) All employees will be fully responsible to ensure all safety clothing is in good condition. All employees shall wear the clothing in conformance with the Public Works Department dress code.
- d) The Employer agrees to supply students and new employees with the appropriate safety equipment except for safety footwear which all new employees are to supply.

**ARTICLE 24 – GENERAL CONDITIONS**

24:01

**No Strikes or Lockouts**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

24:02      **Bulletin Boards**

The Employer shall provide three (3) bulletin boards, there shall be one (1) place in each workplace so that all employees will have access to them, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**ARTICLE 25 – PRESENT CONDITIONS AND BENEFITS**

25:01      **Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation, shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may re-open the pertinent parts of this Agreement for negotiation.

**ARTICLE 26 – COPIES OF AGREEMENT**

26:01      **Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, the Employer shall provide sufficient copies of the Agreement, within sixty (60) days of signing, so that every employee will have a copy thereof, including employees hired during the effective period of the Agreement.

Both English & French copies of the Agreement will be made available, preferably in electronic format.

**ARTICLE 27 – TERM OF AGREEMENT**

27:01      **Duration**

This Agreement shall be in full force and effect from April 8, 2025, to April 7, 2028. The Agreement shall continue thereafter automatically for annual periods of one year unless either party gives notice to the other in writing by registered mail during the ninety (90) day period preceding the expiry of this Agreement that it desires to amend or terminate this Agreement.

27:02      **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. Such amendments shall not take effect until ratified by the parties

27:03


**Notice of Changes**

Either party wishing to propose changes or amendments to the Agreement shall, between the period of sixty (60) days and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of the receipt of such notice by one party or such other date as agreed upon by the parties, the other party is required to enter into negotiations for the renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to conclude a revised or new Agreement.


**SCHEDULE A WAGES**


Classifications		2024	2025	2026	2027
Heavy Duty Mechanic	Start Rate	29.28	31.11	32.04	33.00
	3 Months	31.02	32.96	33.95	34.97
	12 Months	32.92	34.98	36.03	37.11
Backhoe/Grader Operator (Rear Unit)	Start Rate	25.21	26.79	27.59	28.42
	3 Months	26.72	28.39	29.24	30.12
	12 Months	28.36	30.13	31.04	31.97
Equipment Operator I	Start Rate	24.92	26.48	27.27	28.09
	3 Months	26.44	28.09	28.94	29.80
	12 Months	28.01	29.76	30.65	31.57
Equipment Operator II (Seasonal)	Start Rate	21.87	23.24	23.93	24.65
	3 Months	23.18	24.63	25.37	26.13
	12 Months	24.56	26.10	26.88	27.68
Roads Lead Hand	Start Rate	26.31	27.95	28.79	29.66
	3 Months	27.91	29.65	30.54	31.46
	12 Months	29.59	31.44	32.38	33.35
Foreperson	Start Rate	29.28	31.11	32.04	33.00
	3 Months	31.02	32.96	33.95	34.97
	12 Months	32.92	34.98	36.03	37.11
Labourer	Start Rate	21.28	22.61	23.29	23.99
	3 Months	22.57	23.98	24.70	25.44
	12 Months	23.90	25.39	26.16	26.94
Multiplier		6.25%	3%	3%	


**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS  
LOCAL 1715-03**

  
\_\_\_\_\_  
Donald Dashney (2025-06-27 14:20 EDT)

  
\_\_\_\_\_  
Phil Etherington (2025-07-11 14:22 EDT)


  
\_\_\_\_\_  
Philip Hurtubise (2025-07-12 16:38 EDT)

  
\_\_\_\_\_  
Cory Stelmis (2025-07-12 16:52 EDT)

  
\_\_\_\_\_  
Mark R. Kotanen (2025-07-14 12:43 EDT)

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

  
\_\_\_\_\_  
Sarah Huskinson

  
\_\_\_\_\_  
Jamie MacDonald (2025-07-14 16:23 EDT)