

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.11**

**July 1, 2025 to June 30, 2027**

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## **ARTICLE 1**

- 1.01** The purpose of this Agreement is to establish and maintain a harmonious and mutually beneficial collective bargaining relationship between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and working conditions affecting employees covered by this Agreement, to ensure the effectiveness and efficiency of the operation and the quality of services provided.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01** The Employer retains the right to manage its operations and to direct the work of employees, including the right to hire, promote, transfer and lay-off employees subject to the provisions of this Agreement, and to discipline, suspend, demote, or discharge an employee subject to the right of employees with seniority to grieve the just cause for same.
- 2.02** The Employer has the right to make and alter, from time to time, rules and regulations to be observed by employees provided that such rules and regulations are not inconsistent or contrary to the terms of this Agreement.

The Employer will provide the Union with a copy of any new or revised policy at the time of introduction to the employees or as soon thereafter as possible.

- 2.03** The Employer agrees that these rights will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any provision of this Agreement may be the subject of a grievance.

### **2.04 Definitions:**

Full-time employee – Any person normally scheduled to work for more than twenty-four (24) hours per week on a regular basis.

Part-time employee – Any person who is normally scheduled to work for less than twenty-four (24) hours per week.

Temporary employee – Any employee hired to temporarily fill the position of an absent employee or to fill a temporary vacancy.

Casual employee – An employee asked to work on an *as and when required* basis, who does not have guaranteed hours of work, and who has the right to refuse the request. The use of casual employee(s) will not pre-empt filling a vacancy, or creating a new, full-time position, in accordance with Article 12.03 and Article 13.01.

Seasonal Employee – Any employee hired for the winter or summer season who is not a student.

## **ARTICLE 3**

### **3.01 Union Recognition**

The Employer recognizes the Canadian Union of Public Employees and its Local 1813-11 as the sole and exclusive collective bargaining agent for all employees employed by The Corporation of the Municipality of Magnetawan in the District of Parry Sound save and except supervisors and persons above the rank of supervisor and students employed during the school vacation period.

### **3.02 No Other Agreements**

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

### **3.03 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. A representative of the Union shall request permission from the Employer for access to the Employer's premises for the purpose of consulting a steward with regard to Union matters, or the Employer. It is agreed that such visits will be at times agreed to by the Employer during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business.

### **3.04 Union Officers and Committee Members**

The Union and the employees covered by this agreement will not hold meetings nor engage in other activities on the premises of the Employer, or during working hours without the prior permission of the Employer, except as permitted by this Agreement. For the purpose of this Article, Union Officers will not lose regular pay or benefits for all time spent in meetings with the Employer dealing with grievances, subject to Article 20.02.

## **ARTICLE 4 - NO DISCRIMINATION**

**4.01** The parties agree that there shall be no discrimination or harassment as defined in the *Ontario Human Rights Code*. Employees shall have the right to be free from harassment and discrimination in the workplace because of race, ancestor, place of origin, colour, ethnic origin, citizenship, creed, age, sex, record of offences, marital status, family status, sexual orientation, disability or any other prohibited ground.

**4.02** The parties further agree that there shall be no discrimination or harassment on the basis of membership or non-membership or activity in the Union.

## **ARTICLE 5 - UNION SECURITY**

**5.01** The Employer agrees during the life of this Agreement to deduct from the wages of employees in the bargaining unit the regular union dues initiation fees or assessments levied by the Union on its members and to remit same to the Secretary-Treasurer of the National Union not later than the tenth (10<sup>th</sup>) day of the month following the month for which such deductions were made.

The remittance shall be accompanied by a list of the names, telephone numbers, addresses and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. The Employer shall forward a copy of this list to the Secretary-Treasurer of the Local.

**5.02** The Union shall advise the Employer in writing of the amount of the regular union dues. Any changes in the amount of the regular union dues shall be communicated to the Employer in writing and shall become effective the month following receipt of such notice by the Employer.

**5.03** The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, arising out of the collection or attempted collection, custody of and/or account of such authorized dues.

**5.04** The Employer shall indicate the amount of Union dues paid by each Union member during the previous year on the T-4 income tax receipts.

## **ARTICLE 6 - NEW EMPLOYEES**

**6.01** The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, give the employee a copy of the current Collective Agreement. The Employer shall advise the employee of the name of the employee's steward.

**6.02** On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. At a time agreed to by the Employer, an officer of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership, their responsibilities and obligations to the Union and explaining the conditions of employment set out in the article dealing with Union security and dues check-off.

## **ARTICLE 7- CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Clerk Administrator or his/her designate and the Unit Vice President of the Local or their designate.

**7.02** The Employer shall advise the Union, in writing via email, immediately upon the event of all new hires, layoffs, recalls, discharges, resignations, retirements, deaths or other terminations of employment with regard to bargaining unit employees.

## **ARTICLE 8 - LABOUR MANAGEMENT CONCERNS**

**8.01** The parties agree to meet, at least two times per year or more frequently if desired, at a mutually agreeable time and place to discuss issues of common interest but not grievances.

## **ARTICLE 9 - UNION REPRESENTATIVE**

**9.01** A Union Bargaining Committee shall be elected or appointed by the Union and consist of not more than two (2) members of the Local Union. The Union will advise the Employer in writing of the Union members on the Bargaining Committee. The members of the Bargaining Committee shall have the right to attend bargaining meetings with the Employer held within working hours and will not lose regular pay or benefits for all such time spent with the Employer in collective bargaining up to and including Conciliation, subject to Article 20.02.

### **9.02 Request for Information**

Within thirty (30) days of a request by the Union, the Employer shall make available to the Union any information required by the Local Union such as job descriptions, job postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation and documents required for collective bargaining purposes.

### **9.03 Definition of Grievance**

A grievance shall be defined as a difference arising between the parties with regard to the administration, meaning, interpretation, application or alleged violation of this Agreement.

## **9.04 Complaint**

- a) It is the mutual desire of the parties hereto that complaints of employees shall be resolved as quickly as possible.
- b) It is understood that an employee has no grievance until they have first given their immediate Supervisor the opportunity of resolving their complaint.
- c) If an employee has a complaint, such complaint shall be discussed with their immediate Supervisor within seven (7) calendar days after the circumstances giving rise to the complaint occurred or ought reasonably to have come to the attention of the employee.
- d) If the immediate Supervisor is unable to resolve a complaint to the Employee's mutual satisfaction within seven (7) calendar days of the immediate Supervisor being advised of the complaint, the employee may proceed with the grievance procedure.

## **9.05 Grievance Procedure**

If the complaint described in article 9.04 is not settled to the satisfaction of the employee concerned, the employee may file a grievance in the following manner and sequence:

### **Step 1**

Within seven (7) calendar days of receiving the decision of the immediate Supervisor, the steward will submit a grievance, in writing to the immediate Supervisor. The grieving employee(s) together with the steward shall present the grievance to the immediate Supervisor at a meeting held within fourteen (14) calendar days of the receipt of such grievance. The immediate Supervisor shall communicate their position in writing to the employee within seven (7) calendar days of such meeting.

### **Step 2**

If the matter is not settled at Step 1, then, within seven (7) calendar days of the immediate Supervisor's reply, the Union may submit the written grievance to the Clerk Administrator. In such case, a meeting shall be held between the Clerk Administrator, the immediate Supervisor, the Union Steward and the employee within fourteen (14) calendar days of the submission of the grievance at Step 2. The Union and the Employer will have the opportunity to have outside representation in attendance at such meeting.

The Employer shall provide its reply within seven (7) calendar days of the Step 2 meeting.

If the matter is not disposed of at such meeting, either party may proceed to arbitration as provided in Article 10 at any time within fourteen (14) calendar days

of the final decision in Step 2. If no such written request for arbitration is received within the time limits, the grievance shall be deemed to have been abandoned.

#### **9.06 Policy Grievance**

A policy grievance is defined as one which alleges a misinterpretation or violation of this Collective Agreement.

A Union policy grievance or Employer policy grievance may be submitted to the Employer or the Union, as the case may be, within seven (7) calendar days of the circumstances giving rise to the grievance. Such grievance may be originated at Step 2 of the grievance procedure.

It is understood that the provisions of this Article may not be used by the Union to institute a grievance directly affecting an employee which such employee could themselves institute and the provisions of Article 9.05 shall not thereby be bypassed.

#### **9.07 Group Grievance**

A Group grievance is defined as a single grievance filed on behalf of a group of employees who have the same complaint. A Group grievance may be filed at Step 2 of the Grievance Procedure.

#### **9.08 Discharge Grievance**

A grievance involving the discharge of an employee who has successfully completed their probationary period must be reduced to writing and originated under Step 2 within seven (7) calendar days of the employee being notified of their discharge. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the employee.

#### **9.09 Replies to Grievances**

Replies to grievances shall be in writing.

#### **9.10 Stewards**

The Employer agrees to recognize no more than two (2) employees as stewards for the purpose of representing employees. Stewards shall be selected by and from amongst employees in the bargaining unit and, once selected, the Union shall notify the Employer of the names of the stewards in writing. The Employer shall not be required to recognize any such stewards until it has been so notified.

Representative of the Union and the grievor shall not suffer any loss of regular pay or benefits for time spent during regular working hours in the Grievance Procedures set out in Article 9. It is understood that Union Officers and the Griever will only be paid for time spent with the Employer, excluding arbitrations.

Union stewards and members of committees must obtain permission from their immediate Supervisors before absenting themselves from their place of duty in order to deal with grievances or other union business connected with this Agreement. Such persons shall not be unreasonably refused permission, having regard for the efficiency of operations.

## **ARTICLE 10 - ARBITRATION**

**10.01** If a satisfactory settlement of the grievance is not reached, either party may refer the matter to Arbitration by written notice to the other party within ten (10) calendar days of the receipt of the answer at Step 2 of Article 9.05.

**10.02** For the purpose of Arbitration of matters in dispute arising out of this Agreement, the Arbitration shall be handled by a single Arbitrator who shall be chosen by the parties by agreement within twenty (20) calendar days or longer by mutual agreement.

**10.03** Either party may request the Minister of Labour for the Province of Ontario to appoint the Arbitrator if they cannot agree. No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

**10.04** The decision of the Arbitrator is final and binding upon the parties.

**10.05** It is understood and agreed that the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement which they deem just and equitable.

### **10.06 Expenses of the Arbitrator**

Each party shall pay one-half of the fees and expenses of the Arbitrator.

### **10.07 Amending of Time Limit**

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

### **10.08 Witnesses**

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the parties or arbitrator to have access to the Employer's premises to view any working conditions that may be relevant to the settlement or hearing of the grievance. It is understood that the party bringing forward the witness will have full responsibility for expenses incurred

by the witness including payment for wages of a witness employed by the Employer.

#### **10.09 Grievance Mediation Officer**

Notwithstanding the foregoing, the parties hereto may mutually agree to utilize the services of a grievance mediation officer.

### **ARTICLE 11- DISCHARGE, SUSPENSION AND DISCIPLINE**

**11.01** No employee who has completed probation shall be discharged, suspended or disciplined without just cause. An affected employee and the Union shall be advised promptly in writing by the Employer of the reason for such action.

**11.02** In the event that an employee who has completed the probationary period is to receive discipline in a meeting, the employee shall be notified in advance of the purpose of the meeting and the right to have Union representation at such meeting.

**11.03** In instances when an employee has been issued any discipline by the Employer and no further disciplinary action is issued during the following twenty-four (24) month period, such discipline shall be removed from the employee's record and will not be used by the Employer when considering any future disciplinary action.

**11.04 a)** Upon request and at a time mutually agreed to by the parties, an employee shall have the right to view their personnel file and also to respond in writing to any document contained therein.

**b)** An employee, upon request in writing, shall be provided with a copy of any document contained in their personnel file. The employee may be required to pay the costs associated with the copying of such material.

### **ARTICLE 12 - SENIORITY**

**12.01** Seniority for each employee is based upon the length of service with the Employer since their last date of hire.

#### **12.02 Seniority List**

The Employer shall maintain a seniority list showing the current classification and the employee's most recent date of hire. Where two or more employees commence work on the same day, their seniority shall be determined by order of a draw. The first name drawn will be the most senior until the names of all persons tied have been drawn. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

### **12.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for the first ninety (90) days worked of their employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except that the employment of such employee may be terminated at any time during their probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from their last date of hire.

Notwithstanding the above, employees hired as equipment operators, or to operate equipment in any other position, must serve at least 120 hours worked of their probation operating the equipment associated with their position, 80 of such hours in the winter season and 40 of such hours in the summer season. Accordingly, the employee's probationary period may be extended up to an additional 80 hours during the winter season or 40 hours during the summer season, as applicable.

### **12.04 Loss of Seniority**

An employee shall only lose their seniority and shall be deemed terminated in the event the Employee:

- a) Quits and does not rescind resignation within 24 hours;
- b) Is discharged for just cause and not reinstated;
- c) Fails to return to work after completion of a leave of absence without providing a reason satisfactory to the Employer for their failure to do so;
- d) Fails to respond to recall within seven (7) calendar days of the posted date of the written recall notice by registered mail to their last recorded address with the Employer, such response to be by email or phone call directly to the Deputy Clerk or designate, and/or fails to return to work within fourteen (14) calendar days of responding to such recall notice;
- e) Is laid off for a period of 24 months from last day at work;
- f) Uses a leave of absence for purposes other than those for which the leave of absence was granted;
- g) Is absent from work for three consecutive days or more without notifying the Employer, or fails to provide a reason satisfactory to the Employer for their failure to notify; or
- h) Engages in paid employment while on leave of absence, unless authorized by the Employer in writing.

## **ARTICLE 13- JOB POSTINGS**

**13.01** New positions created within the bargaining unit, and vacancies which the Employer intends to fill, shall be posted on the Union's bulletin Boards for a period of seven (7) working days. If no suitable candidate applies, the Employer may fill the position(s) in the manner it determines. In this Article, vacancy shall mean those vacancies anticipated to extend beyond thirty (30) working days.

The Employer shall not be prevented from temporarily filling, for a period not to exceed 45 calendar days, any position during the initial and/or subsequent posting periods. Should the Employer require an extension to the aforementioned time period, said extension shall not be arbitrarily denied by the Union.

### **13.02 Information in Postings**

Such notice shall contain the following information:

Title of the position, shift, hours of work and starting wage rate;

The most current job description for the position will be attached to the posting;

Qualifications and requirements in the job description shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner.

### **13.03 No Outside Advertising**

No outside applicants for any union vacancy shall be considered until the applications of present union members have been fully processed through the job posting procedure.

### **13.04 Role of Seniority in Promotions and Transfers**

Both parties recognize:

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

Therefore, in making transfers, or promotions, appointment to the position in question in the bargaining unit shall be made of the most senior applicant provided that they have the required qualifications and meets the requirements as set out in Article 13.02. A successful applicant from within the bargaining unit shall be notified within three (3) weeks of the close of the posting.

### **13.05 Notification to Employee and Union**

Within seven calendar 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 will upon receipt of written request, notify the unsuccessful employee job applicants of the reasons why they were not accepted.

### **13.06 Training Courses**

The Employer will make training available for employees for the purpose of acquiring new skills that the Employer determines to be necessary for the position and for the purpose of recertifying such skills. (ex. chainsaw, CPR)

Employees who desire work-related training opportunities shall identify their interest to their supervisor, annually. Opportunities for specific training for their job shall be offered to those who identify their interest on an equitable basis, subject to Employer needs and financial constraints.

## **ARTICLE 14 - LAYOFF AND RECALL**

### **14.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the regular weekly hours of work as defined in this Agreement, for greater than three (3) months.

### **14.02 Role of Seniority in Layoffs**

Subject to the remaining employees being qualified to do the available work, employees shall be laid off in the reverse order of their classification seniority. An employee whose classification or position is eliminated may bump an employee with less seniority provided the remaining employee is qualified to do the available work without training.

Students shall be laid-off prior to temporary and probationary employees; and temporary employees shall be laid off prior to probationary employees, who shall be laid off prior to employees with seniority, provided that the remaining employees are qualified, willing and available to perform the work available without training.

### **14.03 Recall Procedure**

The Employer will recall laid off employees in the reverse order of layoff provided that the employee is qualified to perform the work that is the subject of the recall.

### **14.04 No New Employees**

New employees shall not be hired until those laid off who are qualified for the available work have been given an opportunity of recall.

### **14.05 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off three (3) weeks prior to the effective date of layoff.

If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

#### **14.06 Grievance on Layoff and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

#### **14.07 Notice of Recall**

A recalled employee must advise the employer within five (5) calendar days of the delivery of a Notice of Recall of their intention to return to work within ten (10) calendar days of being sent such recall notice by registered mail to their last recorded address on file with the Employer.

#### **14.08 Non-Layoff Event**

The above provisions of Article 14 do not apply in circumstances where the Employer is required to temporarily reduce its staff, or their hours of work, or temporarily cease all or part of its operations, due to public health requirements or other circumstances outside of the Employer's control including, but not limited to, a pandemic or declared emergency or other force majeure. In such circumstances, employees may be placed on statutory declared emergency or other job-protected leave. Alternatively, in such circumstances, the Employer may reassign affected employees should there be alternative work for which the employee is immediately qualified, at its sole discretion and subject to operational requirements.

### **ARTICLE 15 - HOURS OF WORK**

#### **15.01 Regular Hours (Public Works)**

Subject to Article 15.02, the regular weekly hours of work shall consist of five (5) eight (8) hour days from Monday to Sunday inclusive of a total of forty (40) hours per week. Subject to 15.02, or upon mutual agreement of the parties, the regular daily hours of work shall be between 7:30 a.m. and 4:00 p.m. inclusive of a one-half (1/2) hour unpaid meal break and up to two (2) x fifteen (15) minute paid breaks, to be taken at least one (1) hour prior to the end of the shift.

In the case of an unexpected need for road maintenance, including, without limitation, weather/climate related emergencies, Public Works employees will be required to perform the necessary work subject to applicable legislative requirements, regardless of the day on which the emergency occurs.

#### **15.02 Winter Control Season (Public Works - Roads)**

- a) During the period from November 1 to March 31, the Public Works employees starting and finishing times may be adjusted so as to provide snowploughing and winter roads maintenance coverage as required.

Any hours worked in excess of forty (40) hours in one (1) week shall be compensated at the overtime rate as per the Collective Agreement.

**b) Public Works Employees' Winter Bonus**

In further recognition of the Public Works employees' on-call commitment during Winter Control Season, the Employer will pay each full-time Public Works employee a bonus of eight (8) days' regular pay based on eight (8) hours per day. It is further understood that in the event the employee does not attend work after being called in, the bonus payment will be reduced accordingly by one day's pay. This bonus will be paid during the month of April on a separate cheque and is subject to applicable statutory deductions.

**c) All full-time Public Works employees will be granted up to two (2) weekends free from duty (midnight Friday to midnight Sunday) during the Winter Control Season and will be fit for duty after midnight Sunday, subject to the following:**

- i) There shall be no interruption to the Employer's coverage and ability to meet its operational requirements;
- ii) There shall be no increased cost to the Employer in allowing the time off.

**15.03 Compressed Work Week (Public Works - Roads)**

During the period from normally the May long weekend, or no later than the 2<sup>nd</sup> week of June until normally the end of September, Public Works employees shall work a compressed work week consisting of four consecutive 10 hour days Monday to Thursday.

**15.04 Regular Hours (Public Works – Landfill)**

The regular weekly hours of work shall consist of five (5) eight (8) hour days from Friday to Tuesday inclusive of a total of forty (40) hours per week. The regular daily hours of work shall be between 8:00 a.m. and 4:00 p.m. with a one half hour paid meal break and up to two (2) x fifteen (15) minute paid breaks, to be taken at least one (1) hour prior to the end of the shift.

Any hours worked in excess of forty (40) hours in a one (1) week period shall be compensated at the overtime rate as per the Collective Agreement.

**15.05 Regular Hours (Clerical/Administration)**

The regular weekly hours of work shall consist of five (5) seven (7) hour days from Monday to Friday inclusive, for a total of thirty five (35) hours of work per week. The regular hours of work shall be scheduled between 8:30 a.m. and 4:30 p.m., at the Employer's discretion, inclusive of a one-half (1/2) hour unpaid lunch. Any change to an employee's regular scheduled hours shall be with a minimum of thirty (30) days' written notice.

Any hours worked with the prior authorization of the employee's immediate supervisor, in excess of forty (40) hours in one (1) week shall be compensated at the overtime rate as per the Collective Agreement. Work performed on Saturdays and/or Sundays will be compensated at the overtime rate as per the Collective Agreement.

#### **15.06 Regular Hours (Parks and Maintenance)**

- a) The regular weekly hours of work shall consist of forty (40) hours in a one (1) week period.

Where possible, the daily hours of work shall be 7:00 a.m. to 3:30 p.m., inclusive of a half (1/2) hour unpaid lunch and up to two (2) x fifteen (15) minute paid breaks, to be taken at least one hour prior to the end of the shift.

Employees shall, however, be required to work flexible hours in order to accommodate the public use of municipal facilities. For clarification, employees may be regularly scheduled to work Saturday and/or Sunday. A mutually agreed upon day off in lieu will be provided.

Any hours worked in excess of forty (40) hours in a one (1) week period shall be compensated at the overtime rate as per the Collective Agreement.

#### **On Call for Parks and Maintenance Employees**

- b) Parks and Maintenance employees will be placed on call during weekends (12:00 a.m. Saturday until 11:59 p.m. Sunday) in order to meet the demands of the public. Employees will rotate through on call shifts as follows:

Summer: one weekend on call every three (3) weekends  
Winter: one weekend on call every three (3) weekends

If called in to work, the employee will receive their regular rate or overtime rate, as applicable, for all hours worked, subject to the Reporting Pay Guarantee in Article 15.07. The Employer may adjust the employee's work schedule in the following week to ensure statutory obligations concerning time off are met.

In recognition of the employee's on-call commitment, the Employer will pay each Parks and maintenance employee placed on call for the full calendar year a bonus of four (4) days' regular pay, and one (1) day's regular pay for a seasonal employee, based on eight (8) hours per day. It is further understood that in the event the employee does not attend work after being called in on their scheduled on-call weekend, the bonus payment will be reduced accordingly by one (1) day's pay for each failure. The bonus will be paid during the month of January, for the previous year, on a separate cheque and is subject to applicable statutory deductions.

## **15.07 Reporting Pay Guarantee**

An employee reporting for work on their regular schedule day of work shall be paid their regular rate of pay for the entire period of work, with a minimum of three (3) hours pay.

## **ARTICLE 16 - OVERTIME**

### **16.01 Overtime Defined**

All time worked over forty (40) hours in a one (1) week period shall be considered overtime. All paid holidays as per Article 17 not worked shall for the purposes of computing weekly overtime be considered as a day worked.

### **16.02 Sharing of Overtime**

All required overtime and required call-back time will be assigned as equitably as practicable among employees who are willing and qualified to perform the available work.

#### **Overtime Procedure**

For purposes of administration of this clause, the following procedures shall apply:

- a) When overtime first becomes available, the senior employee normally performing the work shall be given the first opportunity to accept the work.
- b) If the employee declines, or is not available, the overtime opportunity shall be offered to the next most senior employee normally performing the work. This process shall continue with the overtime being offered to employees in order of seniority until the assignment is filled.
- c) Subsequent overtime opportunities shall be offered to the employee next lower in seniority to the individual working the overtime assignment immediately preceding the current opportunity.
- d) If the overtime assignment is not filled through the above procedure, the employee next lower in seniority to the individual working the overtime assignment immediately preceding the current opportunity shall be required to work.

### **16.03 Call-Back Pay Guarantee**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at regular rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave.

#### **16.04 Time Off in Lieu of Overtime**

An employee may request paid time off at the rate of one and one half hours for an overtime hour worked instead of being paid overtime. Such requests shall not be unreasonable denied, recognizing that such time off shall not interfere with the Employer's operations.

#### **16.05 No Pyramiding**

There shall be no duplication, compounding or pyramiding of hours of work for the purpose of computing overtime or other premium payment.

For clarification, an employee receiving call-in pay shall be paid at regular time.

### **ARTICLE 17 - PAID HOLIDAYS**

#### **17.01 The Employer recognizes the following paid holidays:**

New Year's Day	Civic Holiday	Victoria Day
Good Friday	Labour Day	Family Day
Thanksgiving Day	Canada Day	
Easter Monday	Remembrance Day	
Christmas Day	Boxing Day	

#### **17.02 (a) Holidays on Saturday or Sunday**

When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day the following shall apply:

##### **Day off with Pay**

<b>Paid Holiday</b>	<b>Falling on</b>	<b>in Lieu</b>
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday	Friday previous
Christmas Day	Sunday	Friday previous
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Monday following

#### **(b) Mid-week Canada Day**

When Canada Day falls on a Tuesday or Thursday, the Tuesday will be rescheduled so that the holiday is observed on the previous Monday, June 30<sup>th</sup> and the Thursday will be rescheduled so that the holiday is observed on the following Friday, July 2<sup>nd</sup>.

(c) The Employer agrees to recognize National Day for Truth and Reconciliation as a paid day off for those who are scheduled to work on September 30<sup>th</sup> (or

such other date that is designated by law as National Day for Truth and Reconciliation). As long as National Day for Truth and Reconciliation is *not* a designated holiday in Ontario, the paid day off will only be provided to those who are regularly scheduled to work on the day, so that they may have the day off to recognize the day.

If an employee is required to work on National Truth and Reconciliation Day, they will be paid as though they were working on a paid holiday but will not receive a further day off with pay.

If National Day for Truth and Reconciliation is designated, in the future, as a statutory holiday in Ontario, it will be added to the list in Article 17.01 and treated in accordance with all other paid holidays referenced in that list.

### **17.03 Pay for Regularly Scheduled Work on a Paid Holiday**

An employee who is scheduled to work shall be paid at the rate of one and one half (1 ½) times their regular rate of pay, and in addition shall receive a full day of straight time pay for the paid holiday or another day off with pay, at a time mutually agreed by the supervisor and the employee within ninety (90) days of the holiday.

### **17.04 Compensation for Paid Holidays Falling on Scheduled Day Off**

When any of the above noted paid holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed by the supervisor and the employee within ninety (90) days of the holiday.

## **ARTICLE 18 - VACATIONS**

### **18.01 Length of Vacation**

A regular full-time employee shall receive an annual vacation with pay as of the employee's anniversary date as follows:

One year but less than 3 years of service	2 weeks or 4%
Three years but less than 5 years of service	3 weeks or 6%
Five years but less than 10 years of service	4 weeks or 8%
Ten years but less than 15 years of service	5 weeks or 10%
Fifteen years and over	6 weeks or 12%

Full-time employees' vacation pay shall be paid when vacation is taken. Temporary and/or part-time employees' vacation pay will be calculated and paid on each pay.

### **18.02 Vacation Pay on Termination**

Upon termination of employment, an employee will receive payment for any accrued and unused vacation provided for in Article 18.01.

## **ARTICLE 19 - SICK LEAVE**

### **19.01 Sick Leave**

Sick leave shall continue to be in accordance with the Employer's current practice, subject to Article 19.01 b).

#### **a) Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work by virtue of personal illness or disability, substantiated by proof of illness in accordance with c) below, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

#### **b) Paid Sick Days**

Subject to Article 19.01 c):

Employees shall be allowed eight (8) paid sick days in a calendar year.

An employee shall be entitled to use these days for the purpose of medical appointments or to provide care for an ill family member.

The above paid days are inclusive of and not in addition to any paid day off provided to employees under the *Employment Standards Act* or other legislation for purposes similar to those covered by Article 19.

#### **c) Proof of Illness or Disability**

Following three (3) consecutive days of illness or disability, or at an earlier time if requested by the Employer, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness or disability. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 Negotiation Pay Provisions**

A Committee member shall not lose regular pay for time spent during their regular scheduled working hours in attending negotiations meetings with the Employer up to, and including, conciliation.

### **20.02 Grievance and Arbitration Pay Provisions**

A Committee member shall not lose regular pay for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but excluding, arbitration.

### **20.03 Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. The Employer will invoice the local for reimbursement of wages and benefits.

### **20.04 Paid Bereavement Leave**

- a) All employees shall be granted a maximum of five (5) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death of the employee's immediate family member. Immediate family member is defined to include parent, stepparent, spouse, child and stepchild.
- b) All employees shall be granted a maximum of three (3) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death of the employee's sibling, grandparent, grandchild, parent-in-law, sibling-in-law, child-in-law, great grandparent, spouse's grandparent, step sibling.
- c) In recognition of the fact that there may be compelling circumstances not covered by the bereavement leave provisions described in (a) above, on request, the Employer may grant additional bereavement leave, with or without pay, at its sole discretion.

Employees must be scheduled to work within the prescribed consecutive workday period in order to receive paid bereavement leave time off (i.e. consecutive work days relates to the Municipality's work days and not the individual's specific work days).

**20.05** Where the term spouse is used in this Article, it shall include common-law spouse as defined in the Family Law Act

### **20.06 Seniority Status During Pregnancy and Parental Leave**

While on pregnancy and/or parental leave as set out in the Employment Standards Act, an employee shall retain their employment status and shall accrue service and seniority in accordance with the terms of the Collective Agreement.

### **20.07 Time Off For Elections**

The Employer shall ensure that employees are provided with four (4) consecutive hours before the closing of the polls in any federal, provincial or municipal election in order to vote. An employee will be paid for any lost time for any of these four (4) consecutive hours that would otherwise have been regular work hours.

## **20.08 Paid Jury or Court Witness Duty Leave**

An employee who is required to serve as a juror, or as a witness under subpoena in relation to any matter arising out of their employment with the employer, shall receive payment for lost time equivalent to the difference between their normal earnings for a scheduled day of work and the amount received for such service, excluding payments for travel, meals or other expenses. The employee shall provide the Employer with proof of such service and the amount of pay received.

## **20.09 Education Leave and Examinations**

An employee shall be entitled to a leave of absence with pay to write examinations to acquire or maintain qualifications required by the Employer above and beyond those qualifications necessary in order to be hired for and/or considered for the position.

## **20.10 General Leave**

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

# **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

## **21.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly for the current week in accordance with Schedule "A" attached hereto and forming part of this agreement. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

The Employer may make deductions from wages or salaries where authorized by statute, court order, arbitration order or by this Agreement. Overpayment made in error shall be recoverable by the Employer. Reasonable terms for recovery of same will be set by mutual agreement between the Employer and the Employee.

## **21.02 Rate of Pay on Promotion or Reclassification**

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the rate of pay for that position for the time they perform that job in accordance with the wage schedule and applicable percentage of the job rate.

## **21.03 No employee shall be transferred to a position outside of the bargaining unit without their consent.**

For the purpose of this Article, employees shall have the opportunity to fill a temporary management position for no longer than twelve (12) months, if the

Employer makes such temporary position or opportunity available and the employee qualifies for the position.

When outside of the bargaining unit, they shall continue to accumulate seniority for a period of up to twelve (12) months.

Such employee shall have the right to return to their former position in the bargaining unit within the twelve (12) month period.

#### **21.04 Assignment to Lower Rated Job**

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

#### **21.05 Automobile Allowance**

Travel rates paid to an employee specifically authorized to use their own automobile for carrying out the Employer's business shall be in accordance with the Municipal Policy governing all employees of the Municipality of Magnetawan.

#### **21.06 Professional Fees and Licenses**

The Employer shall pay licence fees for obtaining and maintaining a licence(s) where the licence is required as a condition of employment above and beyond the qualifications necessary to be hired for and/or considered for the position.

### **ARTICLE 22 - EMPLOYEE PENSION PLAN**

#### **22.01 Pension Plan**

All employees who qualify under the OMERS legislation shall be given the opportunity to enroll in the Ontario Municipal Employees Retirement System (OMERS). The employees and the Employer shall make contributions as required by OMERS.

Part-time employees shall be notified by the Employer of their qualification to participate in the OMERS pension plan, and they can determine if they wish to be enrolled in the plan. There is no obligation for Part-time employees to participate in the plan, however, once enrolled in OMERS, the employee's continued participation will be regulated by OMERS.

### **ARTICLE 23 - EMPLOYEE BENEFIT PLANS**

#### **23.01 Group Insurance Benefits**

Benefits in relation to Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity and Long Term Disability shall be in accordance with the Employer's existing plans and practices.

The above-noted benefits shall be administered by the Benefits Carrier/Insurer in accordance with the terms and conditions of the respective plan. The benefits available shall be those set out in the respective plan effective the date of execution of the Memorandum of Settlement of this Collective Agreement.

Any dispute that an employee has with respect to benefits entitlement or eligibility or other issue in relation to the above benefits shall be between the employee and the Benefits Carrier/Insurer.

A summary of current benefit coverages and any relevant discussions will be an item on the parties' Labour-Management Committee agenda no less than once per calendar year, in accordance with Article 8.01.

### **23.02 Continuation of Rights and Benefits**

An employee receiving payment for a compensable injury under the *Workplace Safety and Insurance Act* shall accumulate seniority, and shall be entitled to those benefits made available by the Employer as required by the *Workplace Safety and Insurance Act* for the period required by the legislation.

### **23.03 Long Term Temporary Employees**

A temporary employee who works eighteen (18) consecutive months will be entitled to receive the benefits as outlined in this Article immediately on their eighteenth month of continuous employment.

## **ARTICLE 24 - HEALTH AND SAFETY**

### **24.01 Cooperation on Safety**

- a) Both parties shall cooperate and comply with all applicable federal, provincial and municipal health and safety legislation and regulations.
- b) Health and Safety Committee

A Health and Safety Committee shall be established comprised of two (2) representatives of the Union, one (1) from the outside workers and one (1) from the inside workers, as well as one (1) representative for the Employer. This Committee shall meet periodically to review any safety and health matters that may arise. The meetings can be requested by either party at a mutually agreed time.

An employee representative shall conduct a physical inspection of each of the Community Centres, the Pavilion, the Public Works Garage and the Parks and Maintenance Building once monthly, and the Magnetawan Heritage Museum and the Log Cabin once monthly during months of its operation only.

- c) First Aid kits and fire extinguishers shall be provided by the Employer, as required. An employee shall immediately report use of a first aid kit or fire extinguisher to their immediate supervisor. The Employer will ensure that the First Aid kit is replenished immediately after use and that fire extinguishers are recharged immediately after use. The Employer shall ensure that all fire extinguishers are tested annually.
- d) All employees are required to wear protective apparel where determined necessary by the Employer and/or any applicable legislation.

#### **24.02 Proper Training**

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions, subject to applicable laws.

### **ARTICLE 25 - JOB SECURITY**

#### **25.01 No Strikes or Lockouts**

There shall be no strikes or lockouts during the term of this collective agreement. The words "strike" and "lockout" shall have the meaning attributed to them in the *Ontario Labour Relations Act*.

#### **25.02 Bulletin Boards**

The Employer shall provide a bulletin board in each work location for the posting of Union notices and information for employees. Notices shall be submitted to the Employer for approval before being posted. Such approval shall not be unreasonably withheld.

#### **25.03 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other body, the Employer will attempt to ensure that:

- a) Employees are credited with all seniority rights with the new employer; and
- b) All service credits relating to vacation with pay, and other benefits shall be recognized by the new employer.

### **ARTICLE 26 - COPIES OF AGREEMENT**

#### **26.01 Copies of Agreement**

The Employer agrees to provide each member with a copy of the signed Collective Agreement at its cost.

**ARTICLE 27 - GENERAL**

**27.01 Plural or Feminine Terms May Apply**

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

**27.02 Boots**

All employees required to wear safety boots shall be reimbursed up to three hundred and fifty (\$350.00) dollars in a twelve (12) month period upon presentation of a receipt.


**ARTICLE 28 - DURATION OF AGREEMENT**

**28.01** This Agreement shall be in effect from the 1st day of July, 2025 and shall remain in effect until June 30<sup>th</sup>, 2027 and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

**Signed in Magnetawan, Ontario on this 23 day of October, 2025.**


Signed on behalf of the  
The Municipality of Magnetawan

Signed on behalf of the  
Canadian Union of Public Employees  
And its Local 1813.11


  
SAM DUNN ETT (Oct 31, 2025 13:52:36 EDT)  
\_\_\_\_\_  
Mayor Sam Dunnett

  
\_\_\_\_\_  
CUPE National Servicing Rep Katie Amey

  
Brad Kneller (Nov 5, 2025 13:08:17 EST)  
\_\_\_\_\_  
Councillor Brad Kneller

  
Christine Dynes (Oct 30, 2025 19:36:43 EDT)  
\_\_\_\_\_  
Christine Dynes

  
Erica Kellogg (Oct 29, 2025 15:51:30 EDT)  
\_\_\_\_\_  
Deputy Clerk Erica Kellogg

  
Charles Saunders (Oct 23, 2025 21:18:59 EDT)  
\_\_\_\_\_  
Charles Saunders

  
Kerstin Vroom (Oct 23, 2025 13:18:04 EDT)  
\_\_\_\_\_  
CAO/Clerk Kerstin Vroom

## SCHEDULE "A"

<u>Classification:</u>	Effective July 1, 2025	Effective July 1, 2026 (3%)
Landfill Foreman	\$31.50	\$32.45
Assistant Landfill Attendant	\$25.00	\$25.75
Labourer – Landfill	\$20.00	\$20.60
Seasonal – Landfill	\$20.00	\$20.60
Roads Foreman 1 (not filled if 2 is filled)	\$35.00	\$36.05
Roads Foreman 2	\$38.00	\$39.14
Operator 1 -Public Works	\$29.00	\$29.87
Operator 2 – Public Works	\$30.00	\$30.90
Operator 3 – Public Works	\$32.00	\$32.96
Casual Equipment Operator 1 – Public Works	\$29.00	\$29.87
Casual Equipment Operator 2 – Public Works	\$30.00	\$30.90
Casual Equipment Operator 3 – Public Works	\$32.00	\$32.96
Labourer Roads	\$20.00	\$20.60
Lead Hand – Parks/Maintenance	\$29.00	\$29.87
Parks/Maintenance Assistant	\$25.00	\$25.75
Seasonal Parks	\$20.00	\$20.60
Casual Parks	\$20.00	\$20.60
Administrative Assistant – General and Finance	\$29.00	\$29.87
Office Assistant – Casual	\$25.00	\$25.75
Office Casual	\$20.00	\$20.60

PW Operator 1 - DZ license.

PW Operator 2 – DZ license, and has successfully completed winter road maintenance course and successfully completed 80 hours on the plow doing Magnetawan roads in winter season.

PW Operator 3 – DZ license, has taken winter road maintenance course, and trained to operate grader; or DZ license, has taken winter road maintenance course, and trained to operate 2 or more of the following: excavator, backhoe, bulldozer, loader, and other heavy equipment as many be required.

In Charge Roads Premium	\$2.00 per hour only in specific circumstances for a Roads employee who is assigned by Management to be on site and to lead, direct and guide a crew of workers, and who is responsible for complying with Ontario Traffic Manual Book 7 and other statutory guidelines in relation to such work assignment.
Class AZ Float Operator	\$1.50 per hour, only for those hours during which the employee operates and maintains the Float.

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